NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
December 8, 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 – 39)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-004211	Animal Svcs/Telephone	$1,000
From	0545-0545-003010	Animal Svcs/Computer Equip	$259.75
From	0545-0545-003001	Animal Svcs/Sm Equip Tools	$392.25
From	0545-0545-003100	Animal Svcs/Office Supplies	$458.89
To	0545-0545-004419	Animal Svcs/Property Ins	$2,110.89

5. Discuss, consider and take appropriate action on a line item transfer for Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004621	HR/Copier Rental and Supplies	$1,076.50
To	0100.0402.001107	HR/Temp Salaries	$1,000
To	0100-0402-002010	HR/FICA	$76.50

6. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Ford F250, pursuant to Tx. Local Gov't Code 263.152.

7. Discuss, consider and take appropriate action on authorizing the disposal of various county equipment assets through Trade-in including two (2) Generac generators, pursuant to Tx. Local Gov't Code 263.152.

8. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 11/01/2020 through 11/30/2020.

9. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 11/01/2020 through 11/30/2020.

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

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

12. Discuss, consider, and take appropriate action to approve the Tax Collection Agreement between the Round Rock Municipal Utility District No. 2 and the County of Williamson, Texas.

13. Discuss, consider, and take appropriate action on accepting a donation of $7,500 from the Orphan Kitten Club to the Williamson County Regional Animal Shelter.

14. Discuss, consider, and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY20 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

15. Consider, discuss, and take appropriate action on re-appointing Adam Bryant and Mack Sherrod to the Emergency Services District #1 (Jollyville) Board of Directors to serve January 1, 2021 - December 31, 2022.

16. Discuss, consider, and take appropriate action to re-appoint Joanne Land as a Williamson County representative to the Williamson County Board of Health at the Williamson County & Cities Health Department (WCCHD) to serve January 1, 2021 to December 31, 2023.

17. Discuss, consider and take appropriate action on approving a purchase letter from Opex Corporation to buy back a used piece of equipment in the amount of $3,000 and authorizing execution of the letter.

18. Discuss, consider and take appropriate action on authorizing the West Proflex Access Agreement, including Westlaw Edge feature, with Thomson Reuters, for Westlaw employee access for 17 Judges and Attorney users, and 17 non-attorney Staff Members of Williamson County, as per DIR Contract #DIR-LGL-CALIR-02, commencing January 1, 2021 for a monthly rate of $5,714.10.

19. Discuss, consider and take action to fund expenses associated with State Covid Test Sites from Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding budget.

20. Discuss, consider and take appropriate action on a Second Amendment to that Certain Restated and Amended Professional Services Agreement For Coronavirus Disease (COVID-19) Testing, between Williamson County, Texas and Family Emergency Room, LLCand exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County.

21. Discuss, consider and take appropriate action regarding approval of an inter-local agreement with the Sheriff's Association of Texas Procurement Program for Williamson County's participation in a cooperative purchasing program and authorizing execution of the agreement.

22. Discuss, consider and take appropriate action on authorizing the extension of Contract 1604-070, renewal option period 2, for the same pricing, terms and conditions as the existing contract for Employee Assistance Services covering the term of January 1, 2021 – December 31, 2021, with Deer Oaks EAP Services.

23. Discuss, consider and take appropriate action on approving the addendum and quote for Superion, LLC/Central Square Technologies, LLC in the amount of $60,000 and authorizing the execution of the associated documents.

24. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Brycomm, LLC to provide rack installation and fiber termination at Williamson County Annex in the amount of $6,536.69 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement. Funding Source: 418P.

25. Discuss, consider and take appropriate action on authorizing the extension of Contract 1707-172, Renewal Option period 1, for the same pricing, terms and conditions as the existing contract for Tennis Pro Manager at Southwest Williamson County Regional Park for the term of October 1, 2020 – September 30, 2021, with Rippner Tennis.

26. Discuss, consider and take appropriate action on approving Amendment 1 to Labor Finders Temporary Staffing Services Agreement including the revised Quotation No. 21-4-1886 and authorizing the execution the associated documents.

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

28. Discuss, consider and take appropriate action on approving a copier lease with TLC Customized Solution for the Williamson County River Ranch, in the amount $240.01 per month, pursuant to BuyBoard Contract #616-20.

29. Discuss, consider and take appropriate action on approving the agreement between Williamson County and Belfor USA Group, Inc. to provide emergency response services per the price sheet attached and authorizing execution of the agreement.

30. Discuss, consider and take appropriate action on the change order to Justice Center Furniture upgrade by Sauders Manufacturing Co., as per PO #176064 in the new amount of $41,281.47 (previous PO amount $41,298), pursuant to BuyBoard Contract #584-19 and authorizing the execution of all associated documents.

31. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and TechCenter Design, Inc. to provide the labor to receive, deliver and install furniture in a not-to-exceed amount of $21,861.00 per the terms of Sourcewell Contract #121919-KII and authorizing execution of the agreement. Funding Source P434.

32. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 5 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Roadway Reconstruction and Drainage Improvements on Baker Ln, Jennifer Ln, Hawkins Dr., Mikes Way and Norwood Dr. in South San Gabriel Ranches Subdivision. This supplemental is to extend the expiration date to September 30, 2021. Funding source: P489

33. Discuss, consider, and take appropriate action on awarding IFB #T2080 Hauling Services to the lowest and best bidder, Statewide Materials Transport Ltd.

34. Discuss, consider, and take appropriate action on rejecting statement of qualifications submitted for RFQ #3602 Planning of Ronald Reagan Corridor and authorizing the Purchasing Agent to advertise and receive sealed qualifications under the new RFQ #T2666.

35. Discuss, consider, and take appropriate action on awarding IFB #T2240 Asphalt Cement to the lowest and best bidder, Ergon Asphalt and Emulsions, Inc.

36. Discuss, consider and take appropriate action regarding the closing of CR 463 for a cross culvert replacement.

37. Discuss, consider and take appropriate action on approval of the final plat for Siena Sec 23A Lot 58 Block II subdivision – Precinct 4.

38. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 15 subdivision – Precinct 3.

39. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 16 subdivision – Precinct 3.

REGULAR AGENDA

40. Discuss, consider and take appropriate action in not renewing the contract between Harris Logic and Williamson County (Mobile Outreach Team).

41. Discuss, consider and take appropriate action on an Agreement for Program Director Services for the Williamson County Transformative Justice Program between Williamson County and Terence Davis; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code §262.024 (a) (4).

42. Discuss, consider, and take appropriate action on approving an exception to policy to allow Pretrial Services to post positions transferred from CSCD above minimum salary.

43. 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.

44. Discuss, consider and take appropriate action to supplement the prior approved funding of COVID-19 Relief for Breast Cancer Screenings and related postponed healthcare through Williamson County CARES or CDBG CARES with funding from the Williamson County Tobacco Fund in order to provide healthcare assistance following the conclusion of the CARES Act funding.

45. Discuss, consider and take appropriate action on approving an Addendum between Williamson County and YMCA of Greater Williamson County in relation to the Wilco Forward Grant Program that is funded through the CARES Act for response to the Coronavirus Disease (COVID 19) pandemic.

46. Discuss, consider and take appropriate action on approving revisions to the Form PACE Owner Contract, Form PACE Lender Contract and Form Notice of Contractual Assessment Lien to be used in relation to the Williamson County Property Assessed Clean Energy Program (Williamson PACE Program) for the financing qualified projects through contractual assessments pursuant to the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”).

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

48. Discuss, consider, and take appropriate action on awarding IFB #T2232 Hairy Man Road/Brushy Creek Road Improvements to DeNucci Construction and authorizing the execution of the agreement. Funding source P284 Road Bond.

49. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES General Permit (TXR150000) for Hairy Man Road / Brushy Creek Road Improvements, a Road Bond program in Commissioner Pct. 1. P: 284 Funding Source: Road Bond

50. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $3,266.23 for CR 110 Middle (James Construction), a Road Bond project in Commissioner Pct. 4. P: 261 Funding Source: Road Bond

51. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Cedar Park in regard to cost sharing of design, right of way acquisition and construction of multiple projects.

52. Discuss, consider and take appropriate action on a License and Temporary Use Agreement with Austin White Lime Company, Ltd. for the SH 195 @ Reagan Blvd. project.

53. Discuss, consider and take appropriate action on a Real Estate Contract with Community Christian Church of Round Rock, Texas regarding right of way acquired for the Sam Bass Rd. project (Parcel 38). Funding Source: Road Bonds P462

54. Discuss, consider and take appropriate action on 2 claims for payment of incidental expenses and increased interest in relation to the right of way acquisition on CR 176 (Parcel 5). Funding Source: Road Bonds P241

55. Discuss, consider and take appropriate action on a First Amendment to Relocation of Forest North Utilities Interlocal Cooperation Agreement Between the City of Austin and Williamson County.

56. Discuss, consider and take appropriate action on a Letter Agreement with the Brushy Creek Municipal Utility District regarding the Sam Bass Rd. project Parcel 51.

57. Hold workshop and discussion related to legislative matters during the 87th Texas Legislature.

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)."

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

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 278
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for CR 366.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of real property for future SH 29 corridor.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Potential governmental uses for 8th Street downtown parking lot
c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
d) Discuss property usage at Longhorn Junction
e) Discuss sale of excess 183A right of way to abutting property owner.
f) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
g) Discuss Blue Springs Boulevard
h) 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.

59. 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

60. 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.

61. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

62. Discuss and take appropriate action concerning economic development.

63. Discuss and take appropriate action concerning real estate.

64. 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.

65. 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.

66. 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 4th day of December 2020 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 12/08/2020

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 the Animal Shelter.

Background

Property and Inland Marine Lee Insurance increased in price as of October 1st, 2020. Additional funding is required to pay the invoice for the new year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-004211	Animal Svcs/Telephone	$1,000
From	0545-0545-003010	Animal Svcs/Computer Equip	$259.75
From	0545-0545-003001	Animal Svcs/Sm Equip Tools	$392.25
From	0545-0545-003100	Animal Svcs/Office Supplies	$458.89
To	0545-0545-004419	Animal Svcs/Property Ins	$2,110.89

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/23/2020 07:57 AM
Form Started By: Ashlie Koenig		Started On: 11/20/2020 03:45 PM
Final Approval Date: 11/23/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 12/08/2020

LIT

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

We are requesting to move funding to our Temp. Salaries line item. We recently were able to take advantage of some cost savings by switching to a new copier contract. This will allow us to bring personnel in to help with a few projects in Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004621	HR/Copier Rental and Supplies	$1,076.50
To	0100.0402.001107	HR/Temp Salaries	$1,000
To	0100-0402-002010	HR/FICA	$76.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/30/2020 10:37 AM
Budget Office	Ashlie Koenig	11/30/2020 11:18 AM

Form Started By: Rebecca Clemons Started On: 11/24/2020 02:22 PM

Final Approval Date: 11/30/2020

Commissioners Court - Regular Session **6.**

Meeting Date: 12/08/2020

V/E Assets for Auction 12.8.20

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including one (1) Ford F250, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 12.8.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 07:50 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:44 AM
Form Started By: Randy Barker		Started On: 11/19/2020 10:35 AM
Final Approval Date: 12/03/2020		

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	509 - Building Maintenance
County VIN/Serial Number	1FTNF20538EC99428
Equipment/Door Number	BB0877
License Plate	1195765
Year	2008
Make	FORD
Model	F250
Comments (mileage, mechanical issues, other info)	140684.1
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Gina Wrehsnig 11/9/2020 1:36 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 11/10/2020 9:21 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 11/10/2020 10:37 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 11/16/2020 7:44 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 11/16/2020 10:30 AM

Vehicle Status Change

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session **7.**

Meeting Date: 12/08/2020

V/E Assets for Trade-In 12.8.20

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 equipment assets through Trade-in including two (2) Generac generators, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Trade-in 12.8.20

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 07:51 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:45 AM
Form Started By: Randy Barker		Started On: 11/19/2020 10:36 AM
Final Approval Date: 12/03/2020		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	507 - RCS- Radio Communication Systems
County VIN/Serial Number	2063337
Equipment/Door Number	RR0181
License Plate	N/A
Year	2001
Make	Generac
Model	SD040
Comments (mileage, mechanical issues, other info)	Dept 4545 in FASTER - removed, replaced, and disposed of per PO 173492 - Motorola Generator Replacement
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Thomas Piche 11/19/2020 9:48 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Unit was traded in as part of the project
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 11/30/2020 8:05 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 11/30/2020 8:41 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 11/30/2020 9:03 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 11/30/2020 9:11 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	507 - RCS- Radio Communication Systems
County VIN/Serial Number	2102566
Equipment/Door Number	RR0984
License Plate	N/A
Year	2009
Make	Generac
Model	SD080
Comments (mileage, mechanical issues, other info)	Dept 4545 in FASTER - removed, replaced, and disposed of per CIP P471, Florence Tower Relocation (Motorola) under PO 167997
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Thomas Piche 11/19/2020 9:48 AM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Trade-in for new assets of same general type for the county
Fleet Comments	Unit was replaced and traded into Motorola as part of CIP P471
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 11/30/2020 8:25 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 11/30/2020 8:48 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 11/30/2020 9:08 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 11/30/2020 9:14 AM

Commissioners Court - Regular Session **8.**

Meeting Date: 12/08/2020

Assets for Auction - November 2020 Monthly Report

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 11/01/2020 through 11/30/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction - November 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 07:59 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:47 AM
Form Started By: Randy Barker		Started On: 11/19/2020 10:36 AM
Final Approval Date: 12/03/2020		

November 2020 **MONTHLY REPORT** **Court Date:** **12/8/2020**

Williamson County - Assets for Auction

Agenda #: **25600**

Item	Serial Number	Quantity	Dept.
Jabra Freeway Bluetooth Model #HFS100	46/K	1	911 Communications
Motorola Lithium Ion Rechargeable Battery Pack	HKNN4004A	1	911 Communications
Bose Quiet Comfort 25 Headphones	065249Z52532617AE	1	911 Communications
Box of Assorted USB Keyboards		15	911 Communications
Assorted of Wireless Keyboards		2	911 Communications
Dell Computer Soundbar		10	911 Communications
HID Omnikey USB corded w/ (1) usb thumbdrive		17	911 Communications
Sprint CDMA Fixed Wireless Terminal	CAC811015437A	1	911 Communications
Verizon F256W Fixed Wireless Ternimal	H5F6RA9371105058	1	911 Communications
Adapters DVI-D to Thunderbolt 3 or HDMI 4 HDMI to VGA		8	911 Communications
Verizon Jetpack wireless divices diff models		7	911 Communications
USB 3.0 extension cables		2	911 Communications
Dell Surface tablet w/case	911-1JQ2L72 (UNK ASSET#)	1	911 Communications
Herman Miller Office chairs (black)	WC 5810031, WC 5810044	2	911 Communications
Office Chair unknown make blue		1	911 Communications
CombBind C110e binding machine w/plastic combs	T106341H	1	County Attorney
Bostich heavy duty hole punch Model 03200		1	County Attorney
Casio adding machine Model HR100TM		1	County Attorney
LG B470 mobile phone		1	County Attorney
AT&T Z222 mobile phone		1	County Attorney
DVR model DV814	WC 05410006	1	Emergency Mgmt.
Network router CISCO	FOC1528X216	1	Emergency Mgmt.
LG 32" tv	208RMYABR074	1	Emergency Mgmt.
Califone room polling remotes - set of 41 w/receiver		1	Emergency Mgmt.
Vehicle mounted spotlight		1	Emergency Mgmt.
Panasonic FZ VEBG11 tablet mount w/ power	6FDSA13467	1	Emergency Mgmt.
Professional lighting mount support set		1	Emergency Mgmt.
Verbatim portable power racks	WC05410009 & Unknown	2	Emergency Mgmt.
Computer monitor stands		2	Emergency Mgmt.
HID portable omnikey 5321 reader USB		1	Emergency Mgmt.
Symposium ID370 pen activated smart monitor/case	9EFP00544	1	Emergency Mgmt.
Vizio VA220E monitir	LZADYAK2802968	1	Emergency Mgmt.
Dell Laptop Latitude E5500	2NXJJL1, PO1982	2	Emergency Mgmt.
Dell Laptop Latitude E6500	CX88HM1	1	Emergency Mgmt.
Havis Panasonic tablet mount	25352-0098	1	Emergency Mgmt.
Dymo printer (label)	9.30892E+11	1	Emergency Mgmt.
Dell Latitude E6530 w/mount	8lt0lx1, CN0PW3957390103F	1	Emergency Mgmt.
Dell monitor stands		3	Emergency Mgmt.
extron da systems	A0QF50K, A07MXMN	2	Emergency Mgmt.
Mascom M5300 LCRA radio w/speaker & cabling	A4011D179675	1	Emergency Mgmt.
Vehicle strobe lights w/misc cables & inserts (box)		1	Emergency Mgmt.
Havis (panasonic tablet)tablet docking station w/keyboa	FT88911TPUSB	1	Emergency Mgmt.
Agile mesh system w/components & cables	see list	4	Emergency Mgmt.
Panasonic VEBG11 tablet mount	4ADSA15041, 4ADSA15352	2	Emergency Mgmt.

Panasonic tablet batteries	see list	1	Emergency Mgmt.
camswitch poeswitch	VCS8P2MOB00800110	1	Emergency Mgmt.
cradlepoint ethernet switch w/usb attachment	see list	1	Emergency Mgmt.
DVR everfocus w/remote	1C8057190125	1	Emergency Mgmt.
Wilson, mobile wireless cellular amplifier kit	CAINWE000567	1	Emergency Mgmt.
NEC 40" monitor 2007TX246 0023 grant funded	99000222NA	1	Emergency Mgmt.
Cisco power supply	179296	1	Emergency Mgmt.
Havis center console		1	Emergency Mgmt.
Havis MCT mount w/ accessories	UTX108607	1	Emergency Mgmt.
Dell computer dock	2.24615E+12	1	Emergency Mgmt.
Linlsys 16 port ethernet sitch	RD720G901139	1	Emergency Mgmt.
Honeywell Indoor Evaporator Air Cooler 525 CFM	CL30X Asset Tag #1984	2	Emergency Mgmt.
Prosine inverter charger	B11272482	1	Emergency Mgmt.
Intellinet Ethernet switch w/cases	G205F1001AC00192,G205F1(	2	Emergency Mgmt.
SPACECOM satellite radio antenna w/speaker	9026375	1	Emergency Mgmt.
MSAT network box	16410300	1	Emergency Mgmt.
GlobalSat GPS navigation receivers	see list	5	Emergency Mgmt.
Danka printer	6199-0360	1	Fleet Services
Dell N2048P Switches	CG3BY42, DB3BY42	2	Information Systems
Cisco 2960x Switch	FCW2102B1FP	1	Information Systems
HP DL360G7 Servers	USE106N7R1, USE232BF94	2	Information Systems
Ready NAS RN 100S	000DA20092C4	1	Information Systems
Dell R815	5ZGRNQ1	1	Information Systems
Dell Latitude 5289 #8265	F3FJNN2	1	Information Systems
Dell Monitor		1	Information Systems
Dell Server Rack		2	Information Systems
Dell Power Edge T610	JY2TYR1	1	Information Systems
Dell Latitude E6520	CBTQGV1	1	Information Systems
Misc Cables & Hardware		1	Information Systems
Avaya R620 Server	13AN52000020	1	Information Systems
Dell FX2s Blade Chassis/Blade Servers FC630	see list	1	Information Systems
Beige metal 4 drawer cabinet		4	JP #1
Black metal 4 drawer cabinet		1	JP #1
Black metal 2 drawer cabinet		2	JP #1
Dell OptiPlex 7010	DMPCDX1 W/C 3122	1	Tax Assessor Collector
Microsoft Surface laptop	28091151253	1	Tax Assessor Collector

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 06-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Verizon Jetpack wireless devices diff models
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	USB 3.0 extension cables
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Surface tablet w/case
3. Manufacturer ID #:	911-1JQ2L72 (UNK ASSET #)
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Herman Miller Office chairs (black)
4. Manufacturer ID #:	WC 5810031 & WC 5810044
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Office Chair unknown make blue
5. Manufacturer ID #	N/A
5. Condition of Assets	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 11/10/2020 10:25 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Title:	i:0#.f|membership|thewtty@wilco.org - 15-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Jabra Freeway Bluetooth Model# HFS100
1. Manufacturer ID #:	46/K
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Motrola Lithium Ion Rechargeable Battery Pack
2. Manufacturer ID #:	HKNN4004A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Bose QuietComfort 25 Headphones
3. Manufacturer ID #:	065249Z52532617AE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	15
4. Description:	Box of Assorted USB Keyboards
4. Manufacturer ID #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	Assorted of Wireless Keyboards
5. Manufacturer ID #	N/A
5. Condition of Assets	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Andrew Sauceda
Transferring Department Contact Phone Number:	512-864-8222
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 10/19/2020 12:20 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 06-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	10
1. Description:	Dell Computer Soundbar
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	17
2. Description:	HID Omnikey USB corded w/ (1) usb thumbdrive
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Sprint CDMA Fixed Wireless Terminal
3. Manufacturer ID #:	CAC811015437A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Verizon F256W Fixed Wireless Terminal
4. Manufacturer ID #:	H5F6RA9371105058
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	8
5. Description	Adapters: DVI-D to Thunderbolt (3) or HDMI(4), HDMI to VGA
5. Manufacturer ID #	N/A
5. Condition of Assets	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 11/10/2020 10:24 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 05-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	CombBind C110e binding machine w/plastic combs
1. Manufacturer ID #:	s/n: TI06341H
1. Oracle Asset #:	n/a
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Bostich heavy duty hole punch Model 03200
2. Oracle Asset #:	n/a
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Casio adding machine Model HR100TM
3. Oracle Asset #:	n/a
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	LG B470 mobile phone
4. Oracle Asset #:	n/a
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	AT&T Z222 mobile phone
5. Condition of Assets	Working
Transferring Department:	County Attorney
Transferring Department Contact Person:	Stephanie Lloyd
Transferring Department Contact Phone Number:	5129431116
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Stephanie Lloyd 11/5/2020 10:34 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 17-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Cisco power supply
1. Manufacturer ID #:	179296
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Havis center console
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Havis MCT mount w/accessories
3. Manufacturer ID #:	UTX108607,
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell computer dock
4. Manufacturer ID #:	2246154600638
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Linlsys 16 port ethernet sitch
5. Manufacturer ID #	RD720G901139
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Shantelle Brannon 11/18/2020 11:52 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 17-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	camswitch poeswitch
1. Manufacturer ID #:	VCS8P2MOB00800110
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	cradlepoint ethernet switch w/usb attachment
2. Manufacturer ID #:	MM140456900888, MM150173100179
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	DVR everfocus w/remote
3. Manufacturer ID #:	1C8057190125
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Wilson, mobile wireless cellular amplifier kit
4. Manufacturer ID #:	CAINWE000567
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	NEC 40" monitor (grant funded) 2007TX246 0023
5. Manufacturer ID #	99000222NA
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Shantelle Brannon 11/18/2020 11:54 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 17-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Vehicle strobe lights w/misc cables and inserts (box)
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Havis (panasonic tablet) tablet docking station with keyboard
2. Manufacturer ID #:	FT88911TPUSB
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Agile mesh system w/components & cables
3. Manufacturer ID #:	1410507, 1410506, 1410505, 1410504
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Panasonic VEBG11 tablet mount
4. Manufacturer ID #:	4ADSA15041, 4ADSA15352
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Panasonic tablet batteries
5. Manufacturer ID #	H4TF-01606, H4SF-02150, H4SF-02164
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Shantelle Brannon 11/18/2020 11:57 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 17-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dymo printer (label)
1. Manufacturer ID #:	930892278599
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6530 w/mount
2. Manufacturer ID #:	8lt0lx1, CN0PW3957390103F0980A01
2. Oracle Asset #:	67990- ALREADY RETIRED
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	3
3. Description:	Dell monitor stands
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	extron da systems
4. Manufacturer ID #:	A0QF50K, A07MXMN
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Mascom M5300 LCRA radio w/speaker and cabling
5. Manufacturer ID #	A4011D179675
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Shantelle Brannon 11/18/2020 12:00 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	12/8/2020
Agenda Item:	25599

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 17-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Symposium ID370 pen activated smart monitor w/case (grant funded)
1. Manufacturer ID #:	9EFP00544
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	VizioVA220E monitor
2. Manufacturer ID #:	LZADYAK2802968
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Dell Laptop Latitude E5500
3. Manufacturer ID #:	2NXJJL1, P01982
3. Oracle Asset #:	53278,
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Laptop Latitude E6500
4. Manufacturer ID #:	CX88HM1
4. Oracle Asset #:	54120
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Havis Panasonic tablet mount
5. Manufacturer ID #	26352-0098
5. Oracle Asset #	n/a
5. Condition of Assets	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Shantelle Brannon 11/18/2020 12:01 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020
Agenda Item:	25599

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 17-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic FZ-VEBG11 tablet mount w/power
1. Manufacturer ID #:	6FDSA13467
1. Oracle Asset #:	PULL UP PO
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Professional lighting mount support set
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	Verbatim portable power packs
3. Manufacturer ID #:	WC05410009 & Unknown
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Computer monitor stands
4. Manufacturer ID #:	unk
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	HID portable omnikey 5321 reader USB
5. Manufacturer ID #	unk
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Shantelle Brannon 11/18/2020 12:04 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020
Agenda Item:	25599

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 17-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Prosine inverter charger
1. Manufacturer ID #:	B11272482
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Intellinet Ethernet switch w/cases
2. Manufacturer ID #:	G205F1001AC00192, G205F1001AC00651
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	SPACECOM satellite radio antenna w/speaker
3. Manufacturer ID #:	09026375
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	MSAT network box
4. Manufacturer ID #:	16410300
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	5
5. Description	GlobalSat GPS navigation receiver
5. Manufacturer ID #	BUG0087344, BUG0087364, BUG0087353, BUG0087320, BUG0087341
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone	5128648248

Asset Status Change

Asset Status Change

Number:	
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Shantelle Brannon 11/18/2020 12:05 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	12/8/2020
Agenda Item:	25599

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 17-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DVR, model DV814
1. Manufacturer ID #:	WC 05410006 no SN
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Network router CISCO,
2. Manufacturer ID #:	FOC1528X216
2. Oracle Asset #:	56962- ALREADY RETIRED
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	LG 32" tv
3. Manufacturer ID #:	208RMYABR074
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Califone room polling remotes (set of 41 w/centeral receiver)
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Vehicle mounted spotlight
5. Manufacturer ID #	N/A
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Shantelle Brannon 11/18/2020 11:51 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 20-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Honeywell Indoor Evaporator Air Cooler 525 CFM
1. Manufacturer ID #:	CL30X Asset Tag # 1984
1. Condition of Assets:	Working
Transferring Department:	Emergency Medical Services
Transferring Department Contact Person:	Kirk Becker
Transferring Department Contact Phone Number:	512-430-0991
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Mike Knipstein 11/20/2020 1:18 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020
Agenda Item:	25599

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 28-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Danka Printer Wilco #4059
1. Manufacturer ID #:	6199-0360
1. Condition of Assets:	Unknown
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kevin Teller 10/28/2020 9:15 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|cball@wilco.org - 19-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Misc Cables and Hardware
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Avaya R620 Server
2. Manufacturer ID #:	13AN52000020
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell FX2s Blade Chassis/ Blade Servers FC630
3. Manufacturer ID #:	Chassis: 60NN282, Servers: 60NP282,60LS2828,60NQ282,60MM282
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
Transferring Department:	Information Systems
Transferring Department Contact Person:	Chris Ball
Transferring Department Contact Phone Number:	512-943-1934
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 11/19/2020 2:17 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	12/8/2020
Agenda Item:	25599

Asset Status Change

Asset Status Change

Asset(s) delivered to warehouse on:	11/19/2020
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 19-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Dell Server Rack
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Power Edge T610
3. Manufacturer ID #:	JY2TYR1
3. Oracle Asset #:	56586
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell Latitude E6520
4. Manufacturer ID #:	CBTQGV1
4. Oracle Asset #:	63643
4. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	5112-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 11/19/2020 2:17 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖

Asset Status Change

Asset Status Change

Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	12/8/2020
Agenda Item:	25599

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 26-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Surface Pro #10111 - 512 GB
1. Manufacturer ID #:	014247364953
1. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 10/28/2020 8:59 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|cball@wilco.org - 19-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell N2048P Switches
1. Manufacturer ID #:	CG3BY42, DG3BY42
1. Oracle Asset #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Cisco 2960x Switch
2. Manufacturer ID #:	FCW2102B1FP
2. Oracle Asset #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	HP DL360G7 Servers
3. Manufacturer ID #:	USE106N7R1, USE232BF94
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	ReadyNAS RN100S
4. Manufacturer ID #:	000DA20092C4
4. Oracle Asset #:	N/A
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	Dell R815
5. Manufacturer ID #	5ZGRNQ1
5. Oracle Asset #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Chris Ball
Transferring Department Contact Phone Number:	512-943-1934

Asset Status Change

Asset Status Change

Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 11/19/2020 2:16 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020
Agenda Item:	25599
Asset(s) delivered to warehouse on:	11/19/2020
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 19-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5289 #8265
1. Manufacturer ID #:	F3FJNN2
1. Oracle Asset #:	207785
1. Condition of Assets:	Unknown
Transferring Department:	Information Systems
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Tammy McCulley 11/20/2020 3:04 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	12/8/2020
Agenda Item:	25599

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|geneva.salazar@wilco.org - 03-11-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Beige metal 4 drawer cabinet
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Black metal 4 drawer cabinet
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Black metal 2 drawer cabinet
3. Condition of Assets:	Working
Transferring Department:	Justice of the Peace 1
Transferring Department Contact Person:	Geneva P. Salazar
Transferring Department Contact Phone Number:	512.244.8691
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Geneva P. Salazar 11/3/2020 11:55 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 30-10-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7010
1. Manufacturer ID #:	DMPCDX1 W/C: 3122
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Microsoft Surface laptop
2. Manufacturer ID #:	028091151253
2. Condition of Assets:	Working
Transferring Department:	Tax Assessor/Collector
Transferring Department Contact Person:	Judy Kocian
Transferring Department Contact Phone Number:	9431954
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Matt Johnson 10/30/2020 2:09 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department	Wireless Communication
Receiving Department Contact Person:	Tony Hill
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	12/8/2020

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 12/08/2020

Assets for Destruction - November 2020 Monthly Report

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 11/01/2020 through 11/30/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction - November 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 07:59 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:47 AM
Form Started By: Randy Barker		Started On: 11/19/2020 10:37 AM
Final Approval Date: 12/03/2020		

November 2020 **MONTHLY REPORT** **Court Date:** **12/8/2020**

Williamson County - Assets for Destruction

Agenda #: **25601**

Item	Serial Number	Quantity	Dept.
HP Monitor		1	Extension Service

Asset Status Change

Title:	i:0#.f|membership|sheryl.hays@wilco.org - 26-10-2020
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Monitor
1. Condition of Assets:	Non-Working
Transferring Department:	Extension Service
Transferring Department Contact Person:	Sheryl Hays
Transferring Department Contact Phone Number:	512-943-3300
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Sheryl Hays 10/26/2020 4:50 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	12/8/2020

Asset Status Change

Commissioners Court - Regular Session **10.**

Meeting Date: 12/08/2020

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	12/03/2020 08:51 AM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:19 AM
Form Started By: Kayla Marek		Started On: 12/02/2020 04:49 PM
Final Approval Date: 12/03/2020		

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
COMM COURT - GRANTS	Spec Court Prog Coordinator.1902.001100.	15116	$50,209.64	2.00%	$1,004.19	MERIT	11-Dec-20
Commissioner 3 - admin	Exec Asst Com 3.0257.001100.	11283	$70,000.06	2.00%	$1,400.00	MERIT	11-Dec-20
Commissioner 3 - admin	Office Spec Sr Pct 3.0258.001100.	12716	$45,858.30	4.53%	$2,075.75	MERIT	11-Dec-20
County Auditor	Accts Payable Auditor.0629.001100.	15462	$41,225.60	2.00%	$824.51	MERIT	11-Dec-20
County Court at Law 4	Ct Adm 3 CCL4.0709.001100.	10608	$77,197.38	2.00%	$1,543.94	MERIT	11-Dec-20
County Court at Law 4	Ct Reptr Co Ct 4.0710.001100.	11416	$103,814.11	2.00%	$2,076.28	MERIT	11-Dec-20
County Court at Law 4	Probate Auditor.0711.001100.	4267	$74,106.50	2.00%	$1,482.13	MERIT	11-Dec-20
Juvenile Grant	Counselor II Grant.1664.001100.	15050	$51,265.50	2.00%	$1,025.31	MERIT	8-Jan-21
Juvenile Grant	Counselor Supervisor Grant.1145.001100.	14482	$54,879.76	2.00%	$1,097.60	MERIT	8-Jan-21
Juvenile Grant	Juv Prob Officer I Grant.1024.001100.	14487	$43,671.80	1.95%	$852.61	MERIT	11-Dec-20
Juvenile Grant	Juv Prob Officer I Grant.1029.001100.	14297	$43,671.80	2.00%	$873.44	MERIT	25-Dec-20
Juvenile Grant	Sr Counselor Super Grant.1047.001100.	14417	$61,271.60	3.00%	$1,838.15	MERIT	11-Dec-20
Juvenile Services	Juv Facility Administrator.1062.001100.	14615	$67,657.46	3.00%	$2,029.72	MERIT	11-Dec-20
Juvenile Services	Juv Supervision Offcr I.1133.001100.	15223	$36,533.95	2.00%	$730.50	MERIT	11-Dec-20

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0213	001100	3475.75	
01	0100	0213	001130		3475.75
01	0100	0495	001100	824.51	
01	0100	0495	001130		824.51
01	0100	0429	001100	5102.35	
01	0100	0429	001130		5102.35
01	0100	0576	001100	8447.33	
01	0100	0576	001130		8447.33
01	0382	0382	001100	1004.19	
01	0382	0382	001130		1004.19

Department Number and Name	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
911 Communications - 0581	0117	15482	$64,392.87	N/A	$70,529.55	$65,317.55	$5,212.00	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary moving to PCN 0171	12/11/2020
911 Communications - 0581	0171	Vacant	N/A	N/A	$50,690.60	$55,902.60	N/A	$5,212.00	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 0117	12/11/2020
ITS - 0503	0962	Vacant	N/A	N/A	$52,550.03	$52,550.03	N/A	N/A	Reclassification-Title and Grade Change Only: System Support Specialist II (B25) to IT Specialist II (B26)	12/11/2020
Unified Road Systems-0210	1580	Vacant	N/A	N/A	$49,896.17	$45,762.50	$4,133.67	N/A	Reallocation of position budget to facilitate Career Ladder Advancement as allowed by policy. Surplus salary to PCN 1520	12/11/2020
Unified Road Systems-0210	1521	Vacant	N/A	N/A	$36,920.00	$36,900.00	$20.00	N/A	Reallocation of position budget to facilitate Career Ladder Advancement as allowed by policy. Surplus salary to PCN 1520	12/11/2020
Unified Road Systems-0210	1526	Vacant	N/A	N/A	$40,824.76	$40,775.96	$48.80	N/A	Reallocation of position budget to facilitate Career Ladder Advancement as allowed by policy. Surplus salary to PCN 1520 ($6.56) and PCN 1621 ($42.24)	12/11/2020

Unified Road Systems-0210	1520	13410	$41,602.27	$45,762.50	$41,602.27	$45,762.50	N/A	$4,160.23	Reallocation of position budget to facilitate Career Ladder Advancement as allowed by policy. Surplus salary from PCNs 1580, 1521, 1526; Title and Grade Change from Operator II (B.21) to Operator III (B.23)	12/11/2020
Unified Road Systems-0210	1621	14842	$41,539.26	$41,581.50	$41,539.26	$41,581.50	N/A	$42.24	Reallocation of position budget to facilitate Career Ladder Advancement as allowed by policy. Surplus salary from PCN 1526; Title and Grade Change from Operator II (B.21) to Operator III (B.23)	12/11/2020
Unified Road Systems-0210	1605	Vacant	N/A	N/A	N/A	N/A	N/A	N/A	Career Ladder-Title and Grade Change Only: Supervising Inspector (B.32) to Inspector III (B.29)	12/11/2020

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **11.**

Meeting Date: 12/08/2020

Property Tax Collections – October 2020

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

100120-103120 GWI-RFM

100120-103120 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/30/2020 10:38 AM
Form Started By: Renee Clark		Started On: 11/25/2020 02:50 PM
Final Approval Date: 11/30/2020		

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

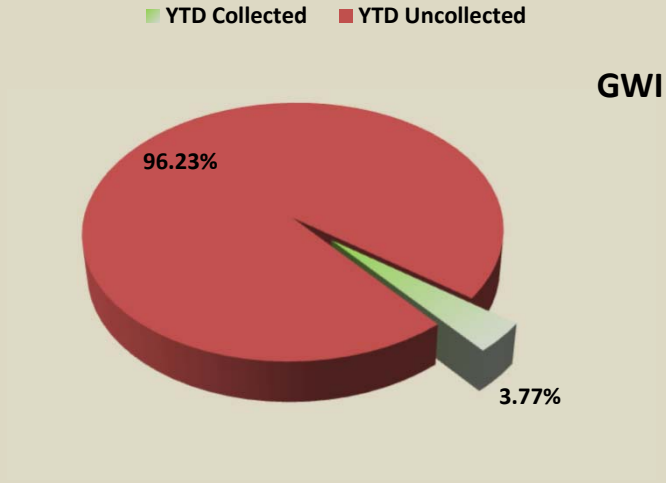
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	$308,158,968.52	($6,722.63)	$308,152,245.89	$11,628,843.88	$0.00	($18.37)	$296,523,420.38	$11,628,825.51	3.77%	3.77%	3.86%
2019 & Prior	$2,639,554.36	$0.00	$2,639,554.36	$155,975.30	$31,253.55	$3,931.31	$2,479,647.75	$159,906.61	6.06%	7.24%	
Rollbacks	$205,016.50	$51,197.45	$256,213.95	$86,733.41	$0.00	$0.00	$169,480.54	$86,733.41	33.85%	33.85%	
Total All	$311,003,539.38	$44,474.82	$311,048,014.20	$11,871,552.59	$31,253.55	$3,912.94	$299,172,548.67	$11,875,465.53	3.82%	3.83%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	$29,324,429.26	($746.88)	$29,323,682.38	$1,106,995.54	$0.00	($2.91)	$28,216,689.75	$1,106,992.63	3.78%	3.78%	3.86%
2019 & Prior	$236,694.34	$0.00	$236,694.34	$14,801.39	$2,958.31	$397.89	$221,495.06	$15,199.28	6.42%	7.67%	
Rollbacks	$19,357.23	$4,848.39	$24,205.62	$8,176.58	$0.00	$0.00	$16,029.04	$8,176.58	33.78%	33.78%	
Total All	$29,580,480.83	$4,101.51	$29,584,582.34	$1,129,973.51	$2,958.31	$394.98	$28,454,213.85	$1,130,368.49	3.82%	3.83%	

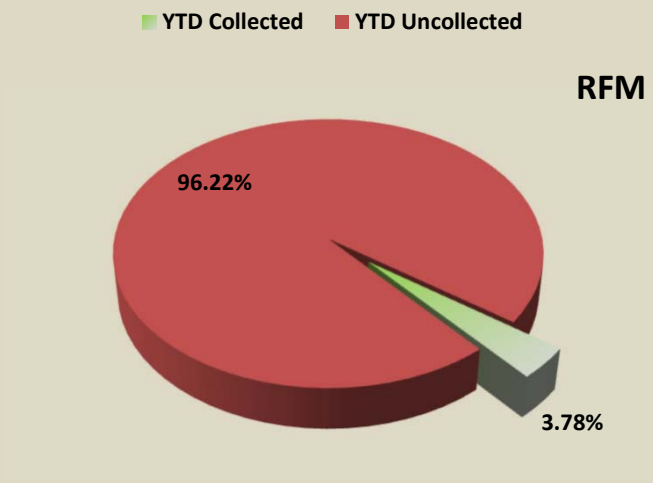
2020 COMBINED MONTHLY BREAKDOWN

Oct-20	$340,584,020.21	$48,576.33	$340,632,596.54	$13,001,526.10	$34,211.86	$4,307.92	$327,626,762.52	$13,005,834.12

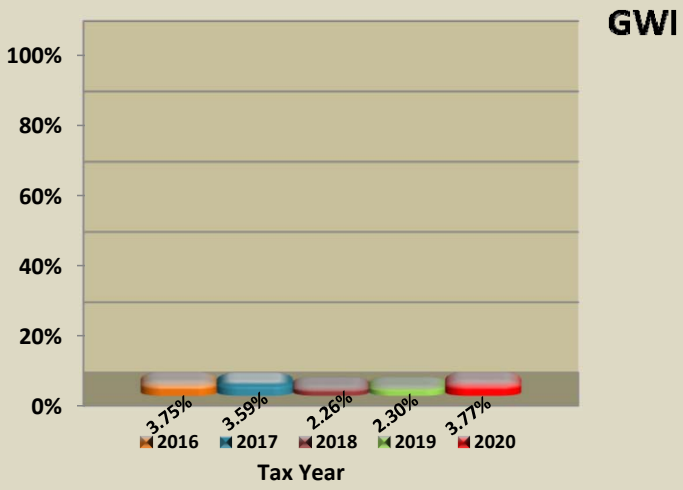
Year to Date Collection Report
October 1-31, 2020



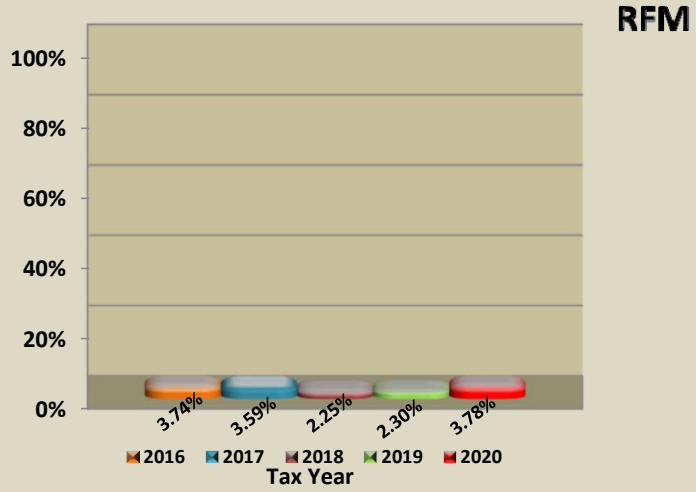
Year to Date Collection Report
October 1-31, 2020



Percent of Roll Collected Comparison
2016-2020



Percent of Roll Collected Comparison
2016-2020



Commissioners Court - Regular Session **12.**

Meeting Date: 12/08/2020

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the Tax Collection Agreement between the Round Rock Municipal Utility District No. 2 and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Round Rock Municipal Utility District No. 2 requires the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating his signature location. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RR MUD 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/30/2020 10:38 AM
Form Started By: Judy Kocian		Started On: 11/25/2020 11:52 AM
Final Approval Date: 11/30/2020		

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

WHEREAS, the Round Rock Municipal Utility District #2 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Round Rock Municipal Utility District #2 , a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

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

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

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

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

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

Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

Executed _____, 20_____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

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

ROUND ROCK MUNICIPAL UTILITY DISTRICT NO. 2 WILLIAMSON COUNTY, TEXAS

_____
Round Rock Municipal Utility District #2

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

WHEREAS, Round Rock Municipal Utility District No. 2 (the "*District*") desires to levy an ad valorem tax in each fiscal year; and

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

WHEREAS, the President and Board of Directors of the District (the "*Board*") finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

The President of the Board is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached **Exhibit "A"**.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a meeting of the Board on the 17th day of November, 2020.

Benjamin Green, Vice President
Board of Directors

ATTEST:

Christopher P. Elliott, Secretary
Board of Directors

Commissioners Court - Regular Session **13.**

Meeting Date: 12/08/2020

Orphan Kitten Grant Acceptance

Submitted For: Misty Valenta **Submitted By:** Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a donation of $7,500 from the Orphan Kitten Club to the Williamson County Regional Animal Shelter.

Background

The grant from the Orphan Kitten Club will be used to support the Williamson County Regional Animal Shelter's Kitten Care Program. The court approved applying for this grant in a previous session. Attached is a document to sign in order to accept the donation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Orphan Kitten Grant

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/01/2020 09:33 AM
Form Started By: Misty Valenta		Started On: 12/01/2020 09:22 AM
Final Approval Date: 12/01/2020		

DocuSign Envelope ID: F2F3D9D7-3DA5-48EB-B6D1-1F052B2D8C55

Dear **Williamson County Regional Animal Shelter**

Congratulations!
Orphan Kitten Club (OKC) is thrilled to support your lifesaving efforts by investing **$7,500** in your organization in response to your Mightycat Program application **[ID-P058].**
Funds will be distributed via check following return of this agreement.

REQUIREMENTS:

By endorsing and depositing the grant award check, you represent and warrant that your organization will:
Use the funds to purchase the items outlined in your grant **(staff salary for Kitten Health Technician)**

1. **)**
2. Provide OKC with continued content (photos, video, written stories) and updates for 2-3 the kittens you have saved because of this funding.
3. **Provide images with signage of kittens and the new staff member.**
4. Announce and celebrate the investment from Orphan Kitten Club (minimum: 1-3 posts on social media) utilizing the OKC branded items sent in the grant packet.
5. Complete follow up grant reports in a timely manner. This includes an update in 3 months after this agreement is signed.
6. Allow OKC to use your story, photos and video clips on our website, social media, newsletters, or any other way we would like to communicate this story to the public

AWARD AMOUNT:

Orphan Kitten Club's funding decisions are made based on multiple factors including our own grant budget. Our award amount may be greater or less than the amount you suggested. As long as your use of funds stays focused on lifesaving objectives, you do not need to seek specific approval for each expenditure that deviates from the project description provided in the application. We trust that you will utilize these funds in the best manner possible to achieve the greatest return for your organization and community. If you are unable to complete the project outlined in your application, please contact us to discuss how the funding will need to be reallocated.

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DocuSign Envelope ID: F2F3D9D7-3DA5-48EB-B6D1-1F052B2D8C55

MUNICIPAL ORGANIZATIONS:

Municipalities are reminded that, per the certification you agreed to during the application process, funds donated shall not supplant or replace existing government funding, may not be appropriated to the general funds of the municipality, but rather must be utilized and become an additional part of the funding of the animal control sheltering department.

NON-DISPARAGEMENT CLAUSE:

As a recipient of an Orphan Kitten Club Mightycat Grant, your organization shall not make any oral or written statement about OKC which is intended or reasonably likely to disparage the organization, or otherwise degrade the OKC's reputation in the animal welfare community.

Thank you for all you do for kittens! We look forward to hearing about the amazing lifesaving work you are able to accomplish with this investment.

Sincerely,
Orphan Kitten Club Team

Signature & Date _____

Name & Title Erin Duran _____

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Commissioners Court - Regular Session **14.**

Meeting Date: 12/08/2020

FY20 CSCD Statement of Financial Position

Submitted For: Melissa Ramos **Submitted By:** Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY20 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

Background

Pursuant to Section 140.004 of the Texas Local Government Code, the Williamson County Community Supervision and Corrections Department (Adult Probation) is required to file with the Commissioners Court of Williamson County the Statement of Financial Position for the previous fiscal year. Filed with the Court is the Community Supervision and Corrections Department (Adult Probation) Statement of Financial Position for FY20.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fin Position

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/24/2020 01:27 PM
Form Started By: Melissa Ramos		Started On: 11/24/2020 01:04 PM
Final Approval Date: 11/24/2020		

Texas Department of Criminal Justice - Community Justice Assistance Division
Williamson County Community Supervision & Corrections Department

COMBINED STATEMENT OF FINANCIAL POSITION
August 31, 2020

ASSETS

CASH		
Reconciled Bank Balance @ 8/31/20	$379,044.87	
Petty Cash	$400.00	
Change Drawer	$200.00	
Time Deposits	$410,121.48	
ACCOUNTS RECEIVABLE		
Supervision Fees	$102,888.28	
Due From CJAD	$0.00	
Other	$36,580.22	
PREPAID EXPENSES		
Prepaid Salaries	$0.00	
TOTAL ASSETS		**$929,234.85**

LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision-Operations	$10,216.50	
Community Corrections Program-Operations	$3,839.72	
Diversion Target Programs--Residential	$42,219.37	
Diversion Target Programs--Non-Residential	$2,780.28	
TAIP	$1,455.91	
DUE TO TDCJ-CJAD		
Basic Supervision	$0.00	
Community Corrections Programs	$0.00	
Diversion Target Programs--Residential	$0.00	
Diversion Target Programs--Non-Residential	$0.00	
TAIP	$0.00	
TOTAL LIABILITIES		**$60,511.78**

FUND BALANCES

Basic Supervision @ 8/31/20	$673,312.89	
Community Corrections Program @ 8/31/20	$28,855.24	
Diversion Target Program @ 8/31/20	$128,757.06	
TAIP @ 8/31/20	$37,797.88	
TOTAL FUND BALANCES		**$868,723.07**
TOTAL FUND BALANCES AND LIABILITIES		**$929,234.85**

Director/Grant Recipient
Jameson Pennington, Interim Director CSCD Williamson County

11-23-2020
Date

Fiscal Officer
Jerri L. Jones, County Auditor

11-23-2020
Date

Commissioners Court - Regular Session **15.**

Meeting Date: 12/08/2020

ESD 1 appointments

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Consider, discuss, and take appropriate action on re-appointing Adam Bryant and Mack Sherrod to the Emergency Services District #1 (Jollyville) Board of Directors to serve January 1, 2021 - December 31, 2022.

Background

Adam Bryant has served on the ESD #1 Board since March 2006, and Mack Sherrod has served since January 2009.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bryant resume

Sherrod bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/01/2020 02:53 PM
Form Started By: Garry Brown		Started On: 12/01/2020 02:34 PM
Final Approval Date: 12/01/2020		

ADAM D. BRYANT

Research and Professional Experience

Feb 2018 - Current	Mechanical Engineer III, Thermo Fisher Scientific
Jul 2014 - Feb 2018	Research Engineer V, Center for Electromechanics, The University of Texas at Austin
Sep 2010 - Jul 2014	Research Engineer IV, Center for Electromechanics, The University of Texas at Austin
Mar 2008 - Aug 2010	Research Engineer III, Center for Electromechanics, The University of Texas at Austin
Jan 2005 - Feb 2008	Research Engineer II, Center for Electromechanics, The University of Texas at Austin
2002 - 2005	Graduate Research Assistant, Mechanical Engineering Dept, Texas A&M Univ
2001 - 2002	Undergraduate Research Assistant, Mechanical Engineering Dept, Texas A&M Univ

Skills and Software

- Mechanical Design
- System Engineering
- Drawing Generation with GD&T
- Bill of Material management
- Procurement / fabrication management
- Nuclear and high vacuum
- Design of hydraulic and electrical actuators
- Metallurgy and Strength of Materials
- SolidWorks with Product Data Managment (PDM)
- ANSYS: static, thermal, dynamic, frequency, response spectrum
- SolidWorks Simulation: static, frequency, thermal, flow
- Matlab with Simulink
- Dynamic Analysis Dynamic Sim. (DADS)
- ADAMS Car with Tracked Vehicle Toolkit
- Photo / video editing and production
- Manual machine operation: Mill, Lathe
- Welding: stick, TIG, MIG

Recent Project Experience

Mass Spectrometry – *Design of next generation mass spectrometry for HPLC and GC*

- Lead mechanical engineer for HPLC hardware upgrade project
  - Designing new hardware to fit current platform
  - Leading prototype development

Oshkosh – *Active Suspension Demonstration 6x6 90,000lb Airport Firefighting and Rescue Vehicle*

- Chief simulation and analysis mechanical engineer
  - Built rigid body dynamic models using DADS and integrated with active suspension Simulink model for co-simulation
  - Trade study evaluation of system topology and performance requirement specifications
- Power and cooling system lead mechanical engineer
  - Designed, evaluated, managed construction, and led installation of enclosure, structural system, electrical buss-work, and energy safety strategy for 700 Volt 10 Farad ultracapacitor bank, series connected generator charging system, and actuator cooling system
  - Retrofit environment with tight space and weight restrictions

Horstman – *Vehicle modeling and simulation, passive and active*

- Chief simulation and analysis mechanical engineer
  - Dynamic Model Generation & Evaluation for Active Suspension Development, Lead Analyst
  - Tracked and wheeled vehicles, 5,000 lb to 80,000 lb GVW
  - Integration of control systems and active components with modeled stock vehicle hardware
  - Trade study evaluation of system topology and performance driving specifications
  - Generation of final actuator and power system performance requirements
  - Automated simulation tasks to increase throughput capabilities 2 orders of magnitude over previous manual method

FCS - *Future Combat Systems in-arm Magnetorheological fluid actuator*

- Program Technical Lead
  - Designed, prototyped, and tested magnetorheological actuator concepts
  - 20,000 PSI actuator integrated magnetic flow path element into pressure vessel end-cap
  - Proof tested key design features to 58,000 PSI in custom in-house built pressure vessel

LAMPS - *High temperature selective laser sintering machine*

- Unique features
  - 300C intended operating temperature for PEEK compatibility
  - Independently rotatable powder-spreading roller
  - Modular, removable build box
- Chief mechanical engineer
  - Designed custom machine components with input from industry partners and university faculty
  - Created detailed solid models, performed structural and thermal analysis, generated drawings
  - Orchestrated component purchasing
  - Supervised machine shop fabrication and component assembly

ITER - *Electron Cyclotron Emission Hot Calibration Source*
- Program highlights
  - High energy neutron fluence (14MeV)
  - Ultra-high vacuum (10-9 torr)
  - 20 year, 5000 hour design life without ability for maintenance
  - 700°C silicon carbide emitter, 1000°C molybdenum heater
  - High vibration / shock loading environment
- Chief mechanical engineer
  - Designed custom high vacuum, high temperature laboratory prototypes
  - Supervised fabrication and modification throughout experimental iteration
  - Integrated experimental results into production prototype design
  - Evaluated multiple design areas with FEA

Education and Training

- Texas A&M University, College Station, TX, Mechanical Engineering, MS, 2005
- Texas A&M University, College Station, TX, Mechanical Engineering, BS, 2002

Publications

1. Bryant, A., Beno, J., & Weeks, D. (2011). Benefits of electronically controlled active electromechanical suspension systems (EMS) for mast mounted sensor packages on large off-road vehicles. In *SAE 2011 World Congress and Exhibition*

2. Bryant, A., Beno, J., & Weeks, D. (2011) "Active Vehicle Stabilization for Reconnaissance and Command Control on the Move" paper presented at the National Defense Industrial Association, Ground Vehicle Systems Engineering and Technology Symposium, Dearborn, Michigan, August 9-11, 2011.

3. Fish, S., Booth, J. C., Kubiak, S. T., Wroe, W. W., Bryant, A. D., Moser, D. R., & Beaman, J. J. (2015). Design and subsystem development of a high temperature selective laser sintering machine for enhanced process monitoring and control. *Additive Manufacturing*, *5*, 60-67. DOI: 10.1016/j.addma.2014.12.005

4. Austin, M. E., Pandya, H. K. B., Beno, J., Bryant, A. D., Danani, S., Ellis, R. F., ... Rowan, W. L. (2012). Conceptual design of the ITER ECE diagnostic - An update. *EPJ Web of Conferences*, *32*, [03003]. DOI: 10.1051/epjconf/20123203003

5. Ouroua, A., Rowan, W., Phillips, P., Bryant, A., Weeks, D., Beno, J.H. (2017). Design Analysis, and Testing of a Hot Calibration Source for the ITER-ECE Diagnostic System. Fusion Science and Technology 72(3):1-6. DOI: 10.1080/15361055.2017.1330640

BIO FOR MACKLYN D. SHERROD

Worked at Texas Department of Public Safety until retirement (5-1-1960 to 931-1993)

Served as a member of the WILCO ESD#1 Board from 2009 to present!

Business Owner—Aire Stream A/C & Heating-(1981 until 2016)

Served on other Boards for:

McNeil High School—FFA member, officer, President

Star of Texas Livestock Show

Travis County Youth Show

Boy Scouts of America Training Council

Lions Club of North Austin

Commissioners Court - Regular Session **16.**

Meeting Date: 12/08/2020

Appoint Joanne Land to WCCHD Board

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to re-appoint Joanne Land as a Williamson County representative to the Williamson County Board of Health at the Williamson County & Cities Health Department (WCCHD) to serve January 1, 2021 to December 31, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Joanne Land Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2020 02:39 PM
Form Started By: Garry Brown		Started On: 12/02/2020 11:20 AM
Final Approval Date: 12/02/2020		

Joanne Land Bio

Joanne Matysek Land was born and raised in Georgetown – becoming the third generation of her family to be Wilco residents. She attended Southwest Texas State University, now known as Texas State University in San Marcos.

After marrying James Land in 1969, she moved to Round Rock where she began her 32-year career with the City of Round Rock as City Secretary. When she retired she was the first female assistant city manager for Round Rock. She and then city manager, Bob Bennett, received the first ever Lifetime Achievement Award given by the Round Rock Chamber of Commerce. Joanne has been, and still is, involved in several civic groups in Round Rock.

Joanne was first appointed to the Williamson County and Cities Health District in 2014 to fill an unexpired term and was subsequently appointed to fill a full term.

Since being appointed to the WCCHD, the Board has successfully:

* Been honored as TACCHO's 2017 Local Health Department of the Year (their highest annual award of excellence).
* Secured community input and buy-in for the 2017-2019 Community Health Improvement Plan from nine working groups with 278 community members from 140 organizations.
* Hired Derrick Neal as Executive Director.
* Supported the creation of a Retail Food Collaborative (WCCHD Environmental Health/Member City Code Enforcement staff working together to develop strategies for supporting food service establishments from a health promotion/education, support, enforcement and regulatory standpoint).
* Approved implementation of a Public Swimming Pool Inspection Plan.
* Supported WCCHD staff on local response to the COVID-19 pandemic, including operation of a community-based testing site that has administered more than 10,500 free COVID tests to the general public by late November 2020.

Commissioners Court - Regular Session **17.**

Meeting Date: 12/08/2020

Opex Purchase Letter-Tax Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a purchase letter from Opex Corporation to buy back a used piece of equipment in the amount of $3,000 and authorizing execution of the letter.

Background

Approval of this item will support the operations of the Williamson County Tax Office. Opex Corporation is interested in purchasing a used piece of equipment from the county in the amount of $3,000. Opex is responsible for costs associated with removing the equipment. Upon receipt of a signed letter and removal of the equipment, Opex will issue payment. Letter is attached with further details. Department contact is Matt Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purchase Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 09:01 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:21 AM
Form Started By: Erica Smith		Started On: 11/30/2020 09:24 AM
Final Approval Date: 12/03/2020		

OPEX CORPORATION
OPEX Corporation
305 Commerce Drive
Moorestown, NJ 08057
856.727.1100
opex.com

October 22, 2020

Judy Kocian
Office Administrator
Williamson County Tax Assessor/Collector
904 South Main Street
Georgetown, TX 78626

Re: Purchase of OPEX® Equipment

Dear Ms. Kocian,

As per our discussion, OPEX is interested in procuring (1) AS700t from Williamson County Tax Assessor/Collector. OPEX is offering a purchase price of $3,000.00 TOTAL for all equipment listed in the below chart. Payment for the equipment will be made in the form of a check, made payable to Williamson County Tax. OPEX will remove the equipment at an agreed upon scheduled date(s) between both OPEX and Williamson County Tax. The cost for removing the equipment will be at OPEX's expense. Williamson County agrees to sell back the equipment listed below to OPEX AS IS. OPEX's offer is valid until **December 31st, 2020,** and we reserve the right to re-evaluate this offer as necessary.

Equipment is currently owned by Williamson County Tax, located at the address below.

Model Number	Serial Number(s)	Address
AS7200	A02646	904 South Main Street Georgetown, TX 78626

Lastly, Williamson County Tax shall independently and solely be responsible, at its own cost, for removing any and all information that may be stored on any hard drives contained within the existing AS7200t prior to OPEX removing such equipment from your site.

Upon OPEX's receipt of this signed letter and pickup of the equipment from the above listed site, OPEX will provide full payment.

By signing below, the parties have duly executed this agreement by their respective authorized representatives and agree to the purchase terms and conditions as provided in this document, dated October 22, 2020.

Williamson County Tax:

Signature: _____

Print Name: _____

Title: _____

Date: _____

OPEX Corporation:

Signature: _____

Print Name: J. Scott Ackley

Title: Associate Counsel

Date: 11/20/2020

Sincerely,

Torry Harris

Torry Harris
OPEX Corporation
T: 856.727.1100
Email: tharris@opex.com

Commissioners Court - Regular Session **18.**

Meeting Date: 12/08/2020

Westlaw Proflex Access Agreement which includes Westlaw Edge feature

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 West Proflex Access Agreement, including Westlaw Edge feature, with Thomson Reuters, for Westlaw employee access for 17 Judges and Attorney users, and 17 non-attorney Staff Members of Williamson County, as per DIR Contract #DIR-LGL-CALIR-02, commencing January 1, 2021 for a monthly rate of $5,714.10.

Background

The department point of contact is Melissa Goins, Executive Assistant to County Judge. The current West Proflex Agreement expires at the end of December according to William LaVelle at Thomson Reuters. The renewal is for a 36-month term with a 3% increase for each fiscal year remaining on the term. Additionally, the expense is invoiced monthly in the amount of $5,714.10 and funded through Law Library (01.0350.0680.003030). The renewal will take effect from January through September for the current fiscal year and October through September the following year until expiration.This renewal agreement is for West Proflex Access including the new Westlaw Edge feature for 17 Judge/Attorney users and 17 Non-Attorney Staff Members.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County West Proflex Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 09:20 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:44 AM
Form Started By: Dianne West		Started On: 12/01/2020 03:30 PM
Final Approval Date: 12/03/2020		

THOMSON REUTERS

Order Form Order ID: Q-00912251

Contact your representative william.lavelle@thomsonreuters.com with any questions. Thank you.

Account Address
Account #: 1000664530
WILLIAMSON COUNTY
MELISSA GOINS
710 S MAIN ST STE 101
GEORGETOWN TX 78626-5701 US

Shipping Address
Account #: 1000664530
WILLIAMSON COUNTY
MELISSA GOINS
710 S MAIN ST STE 101
GEORGETOWN TX 78626-5701 US

Billing Address
Account #: 1000664530
WILLIAMSON COUNTY
MELISSA GOINS
710 S MAIN ST STE 101
GEORGETOWN, TX 78626-5701 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	$5,714.10	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.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-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.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: Q-00912251

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

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This Order Form will expire and will not be accepted after 12/25/2020.

Attachment Order ID: Q-00912251

Contact your representative william.lavelle@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000664530
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
1000664530	WILLIAMSON COUNTY	710 S MAIN ST STE 101 GEORGETOWN TX 78626-5701 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
17	Attorneys	42077755	Gvt - Analytical Plus for Government
17	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary
17	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
17	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (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

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
41935299	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
42077754	Gvt - Analytical Plus for Government
42076680	Gvt - National Primary Core
41933477	Gvt Litigation For Government (Westlaw PRO™)

Commissioners Court - Regular Session **19.**

Meeting Date: 12/08/2020

Funding For Covid Test Sites

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action to fund expenses associated with State Covid Test Sites from Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding budget.

Background

The following items are being requested to be funded for the COVID Test Sites that will be provided by the State at the Expo Center from December 14th to December 17th, 2020. Porta-potties/Hand Washing Stations: 2 for the testing site for an estimate of $450, online advertising through local newspapers for an estimate of $1,500, and $2,000 for propane heaters. For an approximate total budget of $3,950.

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	12/02/2020 02:37 PM
Form Started By: Michael Shoe		Started On: 12/02/2020 11:08 AM
Final Approval Date: 12/02/2020		

Commissioners Court - Regular Session **20.**

Meeting Date: 12/08/2020

Family Emerg Testing Second Amd

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Second Amendment to that Certain Restated and Amended Professional Services Agreement For Coronavirus Disease (COVID-19) Testing, between Williamson County, Texas and Family Emergency Room, LLC and exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County.

Background

Due to increased testing in Williamson County and to continue testing until December 30, 2020, it has become necessary to amend the current agreement with Family Emergency Room, LLC an additional time in order to add $100,000.00 of funding to the current not to exceed funding amount of $450,000.00 for a new total not to exceed funding amount of $550,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Second Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2020 02:44 PM
Form Started By: Hal Hawes		Started On: 12/02/2020 12:27 PM
Final Approval Date: 12/02/2020		

SECOND AMENDENT TO
WILLIAMSON COUNTY
RESTATED AND AMENDED
PROFESSIONAL SERVICES AGREEMENT
FOR
CORONAVIRUS DISEASE (COVID-19) TESTING

THIS SECOND AMENDMENT TO THAT CERTAIN RESTATED AND AMENDED PROFESSIONAL SERVICES AGREEMENT FOR CORONAVIRUS DISEASE (COVID-19) TESTING (hereinafter "Second Amendment"), is entered into effective as of the date of the last party's execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas (hereinafter "County"), and **Family Emergency Room, LLC** (hereinafter "Provider").

RECITALS

WHEREAS, County and Provider executed that certain agreement entitled Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing dated June 30, 2020 ("Restated Agreement"), which was extended thereafter until December 30, 2020 pursuant to an Agreement to Extend Williamson County Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing dated effective June 30, 2020;

WHEREAS, County and Provider executed that certain amendment entitled First Amendment to Restated and Amended Professional Services Agreement for Coronavirus Disease (COVID-19) Testing dated effective November 24, 2020 ("First Amendment") in order to add an additional $100,000.00 of funding to the then current not to exceed funding amount of $350,000.00 for a new total not to exceed funding amount of $450,000.00,

WHEREAS, it has become necessary to amend the Restated Agreement an additional time in order to add an additional $100,000.00 of funding to the current not to exceed funding amount of $450,000.00 for a new total not to exceed funding amount of $550,000.00;

NOW, THEREFORE, premises considered, County and Provider agree that the Restated Agreement is amended as follows:

AGREEMENTS

1. **Section IV., Paragraph (A)** of the Restated Agreement shall be amended as follows:

Costs. Provider shall bill and County shall pay $125.00 per test in exchange for the services and costs associated with the services provided by Provider pursuant to this Agreement. The total amount to be paid to Provider hereunder shall not exceed $550,000.00 during the term of this Agreement unless the parties agree, in writing, to increase the said not-to-exceed amount prior to the expiration of this Agreement.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and to perform its obligations under the Restated Agreement; and, furthermore, the Agreement and this Second Amendment are the valid, binding and enforceable obligations of such party.

3. All other terms of the Restated Agreement and any prior amendments and extensions thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

PROVIDER: Family Emergency Room, LLC

By: H and K Higgins Family Limited Partnership
Its: Managing Member

By: H and K Higgins Management Company, LLC
Its: General Partner

By: Henry Higgins
Henry Higgins (Dec 2, 2020 12:19 CST)
Henry L. Higgins, Managing Member

Date: December 1, 2020

COUNTY: Williamson County, Texas

By: _____

Printed Name: _____

Representative Capacity: As Presiding Officer of Williamson County Commissioners Court

Date: _____ ____, 20____

Commissioners Court - Regular Session **21.**

Meeting Date: 12/08/2020

Sheriff's Association of Texas Procurement Program

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval of an inter-local agreement with the Sheriff's Association of Texas Procurement Program for Williamson County's participation in a cooperative purchasing program and authorizing execution of the agreement.

Background

Due to the current Defender contract expiring with Tarrant County Purchasing Cooperative, a new avenue had to be found for upfitting vehicles. The Sheriff's Association of Texas Procurement Program is another tool for the County to utilize for the procurement of vehicles as well as upfitting options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 07:49 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:36 AM
Form Started By: Kerstin Hancock		Started On: 11/19/2020 10:17 AM
Final Approval Date: 12/03/2020		

PURCHASING COOPERATIVE INTERLOCAL AGREEMENT

This Purchasing Cooperative Interlocal Agreement ("Agreement") is by and between Sheriffs' Association of Texas, a 501(c) organization ("SAT"); and Williamson County, Texas, a political subdivision of the State of Texas ("Williamson County") acting by and through their authorized officers.

RECITALS:

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

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

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

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

WHEREAS, the parties desire to enter into a Cooperative Purchasing Program which will allow Williamson County to purchase goods and services under SAT's competitively bid contracts 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 Williamson County to purchase goods and services under SAT's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

ARTICLE II
TERM

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

ARTICLE III
APPOINTMENT OF PURCHASING AGENT; BIDDING PROCEDURES AND SPECIFICATIONS

Williamson County hereby makes, constitutes and appoints SAT as its true and lawful purchasing agent for the purchase of specific goods and/or services using bid contracts. SAT will maintain a listing of bid contracts which are available for Williamson County's use and will forward a copy of requested bid contracts to Williamson County. Williamson County agrees that SAT shall serve as the purchasing agent for selected goods and/or services, and agrees that the bidding shall be conducted by SAT according to its usual bidding procedures and in accordance with applicable state of Texas statutes. Furthermore, Williamson County agrees that all specifications for selected goods and/or services shall be determined by SAT.

ARTICLE IV
DESIGNATION OF REPRESENTATIVES

The SAT's designated represented is authorized to act on behalf of SAT in all matters relating to this Cooperative Purchasing Program and the Williamson County Judge or his designee is authorized to act on behalf of Williamson County in all matters relating to this Cooperative Purchasing Program.

ARTICLE V
PURCHASING AND PAYMENT TERMS

Williamson County agrees to pay the supplier directly for all goods and/or services received under a contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. The successful bidder or bidders shall bill Williamson County directly for all goods and/or services purchased.

ARTICLE VI
RESPONSIBILITY FOR VENDOR'S COMPLIANCE

Williamson County shall be responsible for a vendor's compliance with all conditions of delivery and quality of the goods and/or services purchased.

ARTICLE VII
TERMINATION

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

ARTICLE VIII
LIMITATION LIABILITY

The parties hereto shall hold harmless each other and each of their representatives, officers, directors, agents, employees, county commissioners, and county judges, etc., from and against any and all claims, demands and causes of action asserted by any party (including, but not limited to, employees of either party) that arise out of or are related to this Agreement and are caused by or arise out of negligent acts or omissions or willful misconduct and result in personal injury (including bodily injury), illness, death, property loss, economic loss, damage, or any civil fines or penalties imposed by any governmental agency, officer, or court of law.

ARTICLE IX
MISCELLANEOUS

9.1 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.

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

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

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 Recitals: The recitals to this Agreement are incorporated herein.

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

EXECUTED this 19th day of November, 20 20.

SHERIFF'S ASSOCIATION OF TEXAS

By: _____

Printed Name: Steve Westbrook

Title: Executive Director

Address:

1601 S. IH 35
Austin, TX 78741

EXECUTED this _____ day of _____, 20____.

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.,
Williamson County Judge
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session **22.**

Meeting Date: 12/08/2020

Renewal Option 2 for Deer Oaks EAP

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract 1604-070, renewal option period 2, for the same pricing, terms and conditions as the existing contract for Employee Assistance Services covering the term of January 1, 2021 – December 31, 2021, with Deer Oaks EAP Services.

Background

Deer Oaks EAP Services is the provider of Employee Assistance Services for Williamson County employees. The Director of Benefits, Shelley Loughrey, is the department point of contact. The funding source in the FY21 budget is under Employee Assistance Program, 01.0885.0885.003600.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2
Renewal 1
pricing
Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 08:03 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:11 AM
Form Started By: Dianne West		Started On: 11/23/2020 10:27 AM
Final Approval Date: 12/03/2020		

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Human Resources/Benefits
Vendor Name:	Deer Oaks EAP Services		
Vendor Address:	126 E. Main Plaza, Suite 8, San Antonio, Texas 78205		
Purpose/Intended Use of Product or Service (summary):			
Employee Assistance Services			
P.O./Contract Number:	1604-070	**Effective Date:**	01/01/2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	12/31/2021
Requested By:	Shelley Loughrey, Department Director of Benefits		
Detailed description of renewal of product and/or service.			

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

Renewal Option Period 2	January 1, 2021 – December 31, 2021
Renewal Option Period 1	January 1, 2020 – December 31, 2020
Initial Contract Period	January 1, 2017 – December 31, 2019

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

Vendor Deer Oaks EAP Services, LLC

Name Alicia Barrera

Title Executive Director of EAP Services

Signature Alicia Barrera

Date 11/12/2020

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Human Resources/Benefits
Vendor Name:	Deer Oaks EAP Services		
Vendor Address:	126 E. Main Plaza, Suite 8, San Antonio, Texas 78205		
Purpose/Intended Use of Product or Service (summary):			
Employee Assistance Services			
P.O./Contract Number:	1604-070	**Effective Date:**	01/01/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	12/31/2020
Requested By:	Shelley Loughrey, Department Director of Benefits		

Detailed description of renewal of product and/or service.

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

Renewal Option Period 1	January 1, 2020 – December 31, 2020
Initial Contract Period	January 1, 2017 – December 31, 2019

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

Vendor Deer Oaks EAP

Name Alicia Barrera

Title Executive Director

Signature Alicia Barrera

Date 11/21/19

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

Bill Gravell

Williamson County Judge

Signature Bill Gravell

Date December 10, 2019

Williamson County Evaluation Score Sheet

Employee Assistance Program, RFP 1604-070

Tuesday, June 28, 2016 at 3:30PM – Determining Minimum Requirements (must be passed in order to be scored)

Vendors	Aetna	Alliance Work Partners (WAP)	Deer Oaks EAP Services	Interface EAP
Minimum Requirements	Pass	Pass	Pass	Pass
6 sessions per employee, dependent/per incident/per calendar year	X	X	X	X
Training for employees and supervisors	X	X	X	X
Reports upon request	X	X	X	X
Toll free number for customer service	X	X	X	X
24-Hour support	X	X	X	X
List of professional and academic experience of general staff provided	X	X	X	X
List of all team members assigned to Williamson County provided	X	X	X	X
List of other employees assigned to account (if applicable)	X	X	X	X
HIPAA and 42 CFR client confidentiality	X	X	X	X
List of local providers before Oct.1, 2016	X	X	X	X
List of companies that utilize your services and contacts provided	X	X	X	X
List of companies that terminated service within 12 months or statement if not applicable	Not provided; will not move into second evaluation	X	X	X

Williamson County Evaluation Score Sheet

Employee Assistance Program, RFP 1604-070

Tuesday, June 28, 2016 at 3:30PM – Scoring of Graded Evaluation Factors

Evaluation Criteria	Total Points	Please select a **Whole Number from the list provided** for each question. (Decimal scoring or unlisted rating scores are not permitted)	Alliance Work Partners (WAP)	Deer Oaks EAP Services	Interface EAP
Experience of Team	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	5	3
Technical Expertise	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	4	2
Accessibility for Team	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	4	2
Web/24 hour support	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	2	4	2
Assurance for Confidentiality	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	3	3
Local Presence/Ability to attend regular meetings	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	3	2
Proactive Proposed Approach to support Williamson County	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	3	3
Demonstrated Success in past projects with like scope and complexity	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets 1 = does not meet requirements	2	2	2
Price (RFP Cost Score): Lowest Respondent's proposal/Respondent's Proposal x 16 (points)	16	16 (maximum - weighted at 40% of the total maximum points of criteria - 40x40% = 16 max points)	8.88 ($47,250 6 visits annual cost)	10.75 ($39,060 6 visits annual cost)	16 ($26,250 6 visits annual cost)
Total	**56**		**30.88**	**38.75**	**35**

Williamson County Evaluation Score Sheet

Employee Assistance Program, RFP 1604-070

Monday, July 25, 2016 2:00PM – 5:00PM - Interviews and final scoring

Evaluation Criteria	Total Points	Please select a **Whole Number from the list provided** for each question. (Decimal scoring or unlisted rating scores are not permitted)	Deer Oaks EAP Services	Interface EAP
Remote Assistance	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	5	3
Response to a major crisis	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	2
Manager Referrals Process	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	2
Turn-around time evaluation documentation	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	2
Behavioral Modification Programs	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	3
Training offered for County employees	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	3
Forms availability	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	3
24 hour phone line	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets 1 = does not meet requirements	4	2
Marketing of products/key meetings	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets 1 = does not meet requirements	4	3
BAFO price (BAFO Cost Score): Lowest Respondent's proposal/ Respondent's Proposal x 18 (points)	18	16 (maximum - weighted at 40% of the total maximum points of criteria - 40x40% = 16 max points)	12.16 ($38,850 6-visits annual cost BAFO)	18 ($26,250 6-visits annual cost BAFO)
Total	**58**		**48.16**	**41**

Williamson County Evaluation Score Sheet

Employee Assistance Program, RFP 1604-070

Signatures of Committee Members

Voting Committee Members:

Shelley Loughrey (Chair)

Tara Raymore

John Sneed

James Carmona

Shannon Francis

Non-Voting Committee Members:

Kerstin Hancock

Evaluation Summary for RFP# 1604-070 Employee Assistance Program:

Four proposal submittals were received.

The initial evaluation consisted of examining the minimum requirements set forth in the RFP. Only three proposers passed all criteria.

The second round of evaluations consisted of scoring the preferred criteria per the RFP specifications including the PEPM cost. The Evaluation Committee selected the two highest scoring proposers, Deer Oaks and Interface EAP for a presentation/interview. Both companies were also asked to provide their Best and Final Offer. Both Companies were scored based upon additional criteria including the BAFOs submitted.

The Evaluation Committee selected Deer Oaks, the highest scoring proposer to be recommended for contract award. The cost proposal was within budget.

Deer Oaks EAP Services Agreement

This Employee Assistance Program Services Agreement (the "Agreement") is made and entered into effective **January 1, 2017** by and between **Williamson County**, hereinafter referred to as "Employer", and **Deer Oaks EAP Services**, a Limited Liability Company, hereinafter referred to as "Company".

WHEREAS, the Employer desires to retain a contractor to provide an Employee Assistance Program ("EAP"); NOW, THEREFORE, in consideration of the mutual covenants set out herein, the parties hereto agree as follows:

1. Scope of Work and Services. In consideration for the **reimbursement rate of $1.85 per employee, per month** described in Section 2 below, Company agrees to provide to Employer's employees and their dependents, and anyone residing in their household (collectively, "participants") all the services described in this Agreement, and in Company's proposal to Employer, including, but not limited to, the services described below.

   a. **Intake (Telephonic Triage)**: This service will be immediately available during regular business hours and in emergency situations via the 24-hour, 7 days a week emergency on-call system. Basic demographic information will be gathered. Client needs will be assessed. Those in crisis will be connected to a counselor.

   b. **Initial Diagnostic Assessment:** Following the intake, a Face-to-Face or Telephonic consultation appointment is offered. During the assessment the counselor will gather information regarding the presenting problem in order to create a diagnosis and develop a treatment plan for short- term counseling. This session counts as one of the EAP visits included in the plan. Telephonic Assessments in lieu of face-to-face assessments will only be conducted at the request of the participant.

   c. **Short-Term Therapeutic Counseling:** Company will offer up to **six (6) visits** for short-term EAP counseling benefit per participant, per issue, per calendar year (including the initial

appointment). The Company will be fully responsible for the clinical care provided to participants. The specific number of sessions and treatment plans will be determined by the Company's counselor and will be based on clinical presentation, need, and suitability for a short-term counseling model of treatment. Telephonic counseling can be made available in lieu of face-to-face counseling only at the request of the participant. If a participant possesses clinical symptomatology that requires longer-term and/or a different psychotherapeutic approach to treatment, the Company will work with the employers medical benefit plan to either make a referral to another provider and/or provide these services under the umbrella of the employee's medical benefit.

d. **Range of Counseling Types:** Counseling may include individual, family, and/or marital interventions for issues suitable for a short-term counseling approach. Common presenting problems include, but not limited to stress, family problems, marital problems, sadness/grief, worrying, parent/child problems, work-related difficulties, interpersonal problems with co-workers and supervisors, anger management problems, drug or alcohol use, workplace violence, single parenting problems, legal and financial difficulties, coping with medical problems, and crisis counseling.

e. **Case Management & Follow-Up**: Company shall attempt to follow-up with all participants accessing services to ensure their satisfaction. Additionally, Company shall conduct comprehensive case management and follow-up for any participants referred to the EAP on a mandatory basis due to a job performance concern, work-place violence, sexual harassment, or suspicion of substance abuse or other employer group policy violation or concern.

f. **Referrals:** For cases requiring medical or longer term/more intensive behavioral health intervention, referrals will be made by the Company to the employer's Medical Plan when indicated, or to another qualified professional that is within the financial means of the participant if the participant is not covered by the major medical plan. Low cost and free community referrals are also available to EAP participants.

g. **Education & Prevention:** The Company offers Supervisor and Employee Orientation Training and **sixteen (16) hours of Onsite Topical Seminars per year**. Electronic Newsletters for

employees and supervisors are also provided for distribution by the employer to provide additional educational and preventative tips and activities. Additionally, many training seminars are available to download via the Company's website.

h. **Work/Life Services:** Company will assist participants with balancing personal and work life concerns, coping with maternity and return to work, time management, childcare/eldercare services, and other work/life issues such as assistance with referrals for adoptions, relocations, college planning, and adjusting to retirement.

i. **Employer Group Services:** Company will provide assistance to the Employer Group as needed. These services include immediate **Critical Incident Stress Debriefing (CISD)** response to any employees coping with a trauma or critical incident in the workplace within 24 hours of the request of the Employer Group or at a time and place of Employer Group's choosing. **An unlimited number of CISDs are included in the contract.** The contract also includes unlimited Account Management services and telephonic management consultations by assigned Company Account Manager.

j. **Online Services:** Company will maintain comprehensive online services at www.deeroaks.com, available 24/7 to employees and their family members seeking tools, tips, articles, videos, and resources to help cope with improving overall wellbeing, balancing personal and work-related issues. Health and Wellness topics, a Chat Room, Discussion Board, on-line Library and over one hundred (100) legal forms are available through the website. Trainings regarding Orientation to the EAP benefit as well as access to the work-life services and legal/financial services are available online as well.

k. **Legal and Financial Services:** Company shall offer legal and financial counseling and resources to employees and their family members, a free (up to 30 minute) initial assessment and a 25% reduction on legal counseling rates with a **local** in person attorney following any retainer. Free unlimited telephonic financial counseling and education. Online legal and financial resources will also be available. In addition, Company shall offer a legally-binding simple state-specific will at no cost through a step by step online "interview process." This service (NOLO) may be accessed through www.deeroaks.com.

l. **Confidentiality:** Issues of confidentiality will be handled with the utmost sensitivity and protection for the employee's rights to privacy. The Company is fully HIPAA compliant. Where appropriate, consent forms will be obtained to provide written authorization to exchange information with any Employer Group benefits director or supervisor.

m. **Utilization Reports:** The Company will provide confidential Utilization Review Reports to the Employer Group on a quarterly basis. The reports may include: the number of EAP participants seeking assistance, the reasons for accessing the EAP, basic demographics for the EAP participants, in-services, participant survey results and community referrals. These reports will be provided quarterly to the Employer Group.

n. **Implementation and Program Promotion:** The Company will provide an onsite orientation presentation and initial Promotional Materials including an electronic introductory letter to the employees on the new EAP provider, 1800 wallet cards, 1800 brochures and 40 (1)-color informational posters as well as one Employee Orientation and one Supervisor Orientation DVD. The Employer Group will be responsible for reproduction and distribution of direct mailing and other promotional materials requested beyond the Initial Promotional Materials. Company will provide ongoing electronic promotional materials (e.g. flyers, payroll stuffers, e-mail articles, newsletters) as needed throughout the duration of the contract term as well as a CD-ROM containing additional flyers and posters that may be used as needed by the Employer Group. The Employer Group will assume responsibility for the reproduction and distribution of these promotional articles/notices to participants (with the exception of the initial promotional materials listed above, which shall be reproduced by the Company, at the Company's expense and distributed by the Employer Group). Company will complete a Comprehensive Needs Assessment to ensure Program is customized and tailored to meet Employer Group's expectations.

2. **Fees**. All of the services provided hereunder by Company to Employer Group, the Employer Group shall pay to Company **a fee of $1.85 per employee, per month** for the term of this Agreement, that is**, for an initial three (3) year period from January 1st, 2017 through December 31st, 2019, plus two (2)**

option years. The two (2) option year renewals will be charged at the same rate as the initial contract period.

Additional Services:

- Counseling sessions requested beyond the 6 per person, per issue, per year, will be charged at the rate of $150.00 per session.

- Behavior Modification classes will be provided at a rate of $215.00 per hour.

3. Definitions.

a. The term "participant' for purposes of this Agreement shall mean (i) the spouse or any child (natural or adopted) of an Employee, regardless of where such spouse or child resides; and (ii) any child for whom an Employee (or his or her spouse) is a court-appointed guardian; and (iii) any person residing in the household of an Employee.

b. The term "counselor" shall mean a Company employee or contractor with a master's or doctoral degree in an appropriate mental health care related field.

c. The number of sessions shall include appointments made and kept as well as appointments made and late cancelled (less than 24 hours' notice by participant) or no shows.

4. Term. The term of this Agreement shall be for a **three (3) year period beginning January 1st, 2017 through December 31st, 2019, plus two (2) option years**. This Agreement may be terminated earlier (i) by Company, if Employer Group fails to pay the monthly fee owing hereunder to Company and such failure shall continue for thirty days after Employer Group receives written notice to cure for such failure from Company; (ii) by Company, if Employer Group shall have received three delinquency notices under Section 4 (i),immediately above, in any year; (iii) by Employer Group, if Company fails to perform any of its obligations hereunder or if Company is in breach of any of its covenants hereunder, and such failure or breach continues for thirty days after Company receives written notice to cure for such failure or breach from Employer Group; and (iv) by Employer Group, with or without cause, by providing Company with ninety days written notice of termination. This Agreement shall also be cancelable by Employer Group (i) at the

end of any fiscal year of Employer Group in the event that sufficient funds have not been budgeted for the following fiscal year for the purposes of this Agreement; and (ii) in the event that Employer Group is required by law to competitively bid or submit requests for proposals in connection with the subject matter of this Agreement during its term.

5. **Access**. Employees and participants may contact the EAP via the toll-free access number (1-866-327-2400) to Employer Group's employees and their dependents 24 hours a day, seven days a week, throughout the term of this Agreement. Routine appointments are offered generally within three (3) business days, urgent appointments within 48 hours, and emergency appointments are arranged same day. Company offers a nationwide network of affiliate providers in multiple locations shall make every effort to participant's specific request for an appointment time or location. Bilingual counseling services are also available.

6. **Service Locations.** Company shall provide counseling services at the Company's and Affiliates' office locations. On-site consultations at the workplace will also be provided at the request of the Employer Group according to the terms contained herein.

7. **Eligibility Determination.** Company will provide services to all participants without requiring a specific verification process of each employee's current employment status. COBRA participants as well as employees whom need support during their transition following their termination of employment with Employer Group will also be eligible for short-term EAP counseling services. **Employer Group will verify the numbers of employees eligible for the EAP benefit on a monthly basis.**

8. **Company Representative**. The Company will assign a primary representative at the discretion of Company. Alicia Barrera, the Company's Executive Director of EAP Account Management, shall be the primary representative of Company for the purposes of this Agreement (the "Company Representative"). Mrs. Barrera's address, telephone and fax numbers are as follows: 126 East Main Plaza Suite 8 San Antonio, TX. 78205, telephone number (210) 788-2449, fax number (210) 615-2279. The Company may

also assign additional Account Management Specialists to the team handling the account at the Company's discretion or as needed. Employer Group may contact the Company Representative (or designated assistant) directly regarding any questions, problems, or concerns Employer Group may have which are related to this Agreement. Company may change the person designated as the Company Representative by prior notice to the Employer Group; provided, however, that Company shall appoint a replacement Company Representative at any time within thirty days after the receipt of a request from the Employer Group.

9. **Relationship of Parties**. It is understood by the parties that the Company is an independent Contractor, and not an employee of the Employer Group. Employer Group will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Company.

10. **Entire Agreement**: This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement is binding unless in writing signed and duly executed by both parties.

11. **Communications with Employees**. No promotional or informational materials shall be disseminated to Employer Group's employees without the prior written approval of Employer Group's Representative.

12. **Extended Services**. Referrals to the health plan for extended service will be made based on symptom severity and the client's best interests. Company will be able to continue counseling services under Employer Group's current health plans, if Company is a participating provider and if such services are covered under such plans. If the participant requires additional counseling, but such counseling is not covered under an applicable health plan, then Company shall refer such participant to appropriate

community health services, or if the participant prefers, the participant may continue to use the services of the Company on a private pay basis.

13. **Standard of Care.** Company shall perform its duties and obligations under this Agreement as a fiduciary of Employer Group Employees and their respective dependents; and Company shall use the care, skill, prudence, and diligence in the performance of its duties and obligations under this Agreement as required by all applicable professional standards and laws.

14. **Equal Employment Opportunity**. Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap and shall otherwise comply with all applicable requirements set out in Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations 41 CFR Part 60.

15. **Notices.** Notices provided hereunder must be in writing to be effective, and shall be deemed received upon the earlier to occur of (i) actual receipt; or (ii) three days after the same are mailed by U.S. certified or registered mail, postage prepaid and return receipt requested, to the following address, or to such other address as shall have been provided by notice:

If to Employer Group: Kerstin Hancock
Deputy Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626
512-943-1546
khancock@wilco.org

Honorable Dan A. Gattis
Williamson County Judge
710 Main Street
Georgetown, TX 78626

If to Company: Alicia Barrera
Executive Director
Deer Oaks EAP Services, LLC
126 E. Main Plaza, Suite 8
San Antonio, Texas 78205

(210) 788-2449 Office
(210) 615-2279 Fax
abarrera@deeroaks.com

16. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

17. **Indemnification**. Company hereby assumes all risk of loss and responsibility for and hereby agrees to indemnify and hold Employer Group, its trustees and Employees (collectively, the "Indemnities") harmless from and against any and all claims, causes of actions, demands, suits, liabilities, recoveries, judgments, costs and expenses (including reasonable attorneys' fees) which are asserted by a party other than Company against or incurred by any of the Indemnities, to the extent caused or related to the performance or failure to perform of Company under this Agreement, except to the extent caused by the negligence of any of the Indemnities.

18. **Compliance with All Laws.** In the performance of its duties and obligations hereunder, Company shall ensure that it is in compliance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, all applicable rights and regulations of the appropriate licensure board(s), and all laws, rights, and regulations applicable to patient confidentiality. It shall be the duty of Company, and not Employer Group, to ensure that no information shall be provided by Company to Employer Group that would constitute a violation of the privacy rights of a participant, even if such information is requested by Employer Group, both parties acknowledging that Company, and not Employer Group shall have the obligation under this Agreement to be aware of the most current version of such confidentiality laws, rules, and regulations. Affiliate providers nationwide will uphold their professional and ethical responsibilities according to their particular state rules and regulations.

19. **Governing Law**. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Texas. Venue of this contract shall be Williamson County, Texas

20. **Mediation.** Any controversy or claim between the parties arising under this Agreement ("Dispute") must, at the request of either party, be submitted to mediation. If either party desires that a dispute be submitted to mediation, then such party shall so notify the other party, by written notice. Within ten days after the receipt of such notice, the parties shall jointly appoint a mutually acceptable, neutral attorney-mediator to mediate the dispute (the Mediator). If the parties are unable to agree upon such appointment within such ten-day period, either party may request a court jurisdiction of the Dispute to appoint a Mediator. The parties or the court will hold a mediation conference within thirty days after the appointment of the Mediator. The mediation conference will be conducted in accordance with the Texas Alternative Dispute Resolution Procedures Act, Civil Practice and Remedies Code, Sections 154.001-154.073. The fees of the Mediator will be shared equally between the parties.

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

22. **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 The County received 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 us the rate in effect on September 1 pf 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 Juley of the preceding fiscal year that does not fall on a Saturday or Sunday.

23. **Good Faith** Company agrees to act in good faith in the performance of this agreement.

24. **Termination for Convenience** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof

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

IN WITNESS WHERE OF, the undersigned have executed this Agreement as of the day and year first above written.

WILLIAMSON COUNTY

BY: _____
Signature

DAN A GATTIS
Type Name

County Judge
Title

12-01-2015
Date

DEER OAKS EAP SERVICES, LLC

BY: Alicia Barrera, Executive Director
Signature

Alicia Barrera
Type Name

Executive Director
Title

11/16/2015
Date

Commissioners Court - Regular Session **23.**

Meeting Date: 12/08/2020

One Solution MCT Client Licenses Superion LLC

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 addendum and quote for Superion, LLC/Central Square Technologies, LLC in the amount of $60,000 and authorizing the execution of the associated documents.

Background

These are licenses for the Mobile Computer Terminal (MCT) software used in law enforcement vehicles. Due to increasing remote work, more licenses are needed to keep up with the demand from the County agencies as well as the cities that are dispatched by Williamson County. Central Square and One Solution products were Sole Sourced on 05.05.2020 under Agenda Item #65. 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	12/03/2020 09:34 AM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:37 AM
Form Started By: Andrew Portillo		Started On: 12/02/2020 02:20 PM
Final Approval Date: 12/03/2020		

DocuSign Envelope ID: A67F9307-6824-41A3-900E-398BAEB5DEF9

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 Superion, 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 12/2/2020;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

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

DocuSign Envelope ID: A67F9307-6824-41A3-900E-398BAEB5DEF9

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.

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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.

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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

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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.

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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:
_____	DocuSigned by: David Gai AE361C2024448BE...
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: December 2 , 2020

DocuSign Envelope ID: F5B0D323-43E2-4111-9D6A-170B0D9D0823

Superion, LLC a CentralSquare Technologies, LLC Company

SALES ORDER
PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Williamson County, TX ("Customer") and Superion, LLC ("Superion") as successor in interest to SunGard Public Sector, Inc. and shall be effective as of the date of the last signature herein.

Quote Number: Q-13122 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Software License Fees

- 100% due Upon Execution

Annual Maintenance

- Annual Maintenance Fees will be due in accordance with the Master Agreement

Payment due in full 30 days from date of invoice.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing agreement between the Customer and SunGard Public Sector, Inc., more specifically described as: Software License and Services Agreement with an Execution Date of March 30, 2010 (the "Master Agreement") as subsequently amended by the parties. NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide Superion with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to Superion shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay Superion in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Superion, LLC	Williamson County, TX
1000 Business Center Dr. Lake Mary, FL 32746	301 S.E. Inner Loop Road, Suite 105 Georgetown, TX 78626
By: DocuSigned by: David Gai AE461C20244446B	By:
Print Name: David Gai	Print Name:
Print Title: Chief Customer Officer	Print Title:
Date Signed: 12/2/2020	Date Signed:

DocuSign Envelope ID: F5B0D323-43E2-4111-9D6A-170B0D9D0823

Exhibit A

(Attached)

DocuSign Envelope ID: F5B0D323-43E2-4111-9D6A-170B0D9D0823

CENTRALSQUARE

Quote prepared by:
Randy Pulayya
randy.pulayya@centralsquare.com

Quote #: Q-13122
Quote expires on: December 21, 2020

Quote prepared for:
Janessa Stephens
Williamson County Sheriff, TX
301 SE Inner Loop Rd, Suite 105
Georgetown, TX 78626
512-943-1489

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
ONESolution MCT Client AVL License License Fee	50	100.00 USD	5,000.00 USD
ONESolution MCT Client License for Message Switch License Fee	50	200.00 USD	10,000.00 USD
ONESolution MCT Client-Digital Dispatch License Fee	50	800.00 USD	40,000.00 USD
ONESolution MCT Client-MAPS License Fee	50	100.00 USD	5,000.00 USD
		Software / Subscription Total:	60,000.00 USD
		Maintenance Total:	12,000.00 USD
		Quote Total:	60,000.00 USD

MORE INFORMATION AT CENTRALSQUARE.COM

DocuSign Envelope ID: F5B0D323-43E2-4111-9D6A-170B0D9D0823

CENTRALSQUARE

Quote prepared by:
Randy Pulayya
randy.pulayya@centralsquare.com

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the “Ship To” location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer’s purchase order terms will be governed by the parties’ existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Commissioners Court - Regular Session **24.**

Meeting Date: 12/08/2020

Wilco Annex Rack Installation and Fiber Termination

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 rack installation and fiber termination at Williamson County Annex in the amount of $6,536.69 per the terms of DIR Contract #DIR-TSO-3698 and authorizing execution of the agreement. Funding Source: 418P.

Background

This agreement will provide rack installation and fiber termination to Williamson County Annex in proposed on the 1st and 2nd IDF floors according to specifications in the attached proposal.

Scope of Work:
1. Install one wall mounted LIU and two post rack on first floor IDF.
2. Install rack and ladder tray with horizontal and vertical wire managers in first floor IDF.
3. Install rack and ladder tray with horizontal and vertical wire managers in second floor IDF.
4. Run a 12F from floor one up to floor two.
5. Terminate 12F and place 1U fiber box on first and second floor at each LIU. Provide LC patch cord.
6. Provide necessary grounding for racks.

Department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 09:04 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:22 AM
Form Started By: Andrew Portillo		Started On: 12/01/2020 09:04 AM
Final Approval Date: 12/03/2020		

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 BryComm (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 11/17/20;
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:
_____	Chris Gonzales
Authorized Signature	Authorized Signature
Date: _____, 2020	Date: December 1, 2020

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
RACK INSTALLATION AND FIBER TERMINATION
(WilCo Annex)
DIR-TSO-3698

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **BRYCOMM, LLC**, **(hereinafter "Service Provider")**, 15302 Marsha St., Austin, TX 78728. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

> **As described in the attached Statement of Work/Quote, dated November 17, 2020, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $6,536.69.**

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

IV.

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

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

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

V.

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

A. As described in the attached Statement of Work/Quote, dated November 17, 2020, which is incorporated herein as if copied in full;

B. DIR-TSO-3698; and

C. Any required insurance certificates evidencing required coverages.

VI.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Chris Gonzales
Authorized Signature	Authorized Signature
_____	Chris Gonzales
Printed Name	Printed Name
Date: _____ ___, 2020	Date: December 1, 2020

Exhibit(s)
Statement of Work/Quote, dated November 17, 2020

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

DIR Contract Number:
DIR-TSO-3698



A Proposal For

WILLIAMSON COUNTY
1848

Project Description – Rack Installation and Fiber Termination at Wilco Annex

Prepared by:
Tom McDermott
Tom.mcdermott@brycomm.com
O: 512-712-4008
M: 845-867-3495

Date: November 17, 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: Williamson County Annex
Scope of Work: 2P Rack Installation and Fiber Installation
Estimated By: Tom McDermott **Submit Contracts & PO's to:** orders@brycomm.com

I. SCOPE OF WORK

1. Install one wall mounted LIU and two post rack on first floor IDF.
2. Install rack and ladder tray with horizontal and vertical wire managers in first floor IDF.
3. Install rack and ladder tray with horizontal and vertical wire managers in second floor IDF.
4. Run a 12F from floor one up to floor two.
5. Terminate 12F and place 1U fiber box on first and second floor at each LIU. Provide LC patch cord.
6. Provide necessary grounding for racks.

Exclusions

1. Labor, materials, or installation of Main building ground system, such as 750 KCMIL Ground Conductor including ground from electrical distribution panels to MDF and IDFs.
2. Data communications hardware such as switches/routers/phones, and programming or configuration of data communications hardware.
3. Wireless Access Points (WAPs) or installation of owner provided WAPs.
4. Any electrical power receptacles, carpentry, demolition, patching, refinishing, and relocation are excluded.
5. Any other hardware, labor or other materials that is not described in this Scope of Work, is excluded from this proposal. If this raises an issue, please make BryComm aware so that we may revise our proposal accordingly.

Clarifications

1. Testing and documentation of the entire install will be provided to the owner upon completion, per contract documents. Labeling will be completed to standard and identified as indicated in specifications.
2. Testing, labeling and documentation of the entire install will be provided upon completion.
3. An extended manufacturer warranty from the specified manufacturer will be provided upon completion.
4. All UTP cabling shall be terminated per the *TIA-568B* pin-out configuration.
5. Installation of all cabling will meet *ANSI/TIA 568-D* requirements and BICSI best practices.
6. Wage rate requirements have been applied to this proposal.
7. BryComm can provide HUB upon request.
8. BryComm currently employs three (3) full time RCDD personnel.
9. BryComm to require (15) working days to review, process, and return all customer issued contracts.
10. All work will be performed Monday through Friday, excluding holidays, during regular normal working hours. BryComm assumes there are no abnormal environmental or hazardous conditions on the premise, which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for BryComm to perform the required work.
11. If BryComm is required to do any digging, trenching, or setting of new poles, BryComm is not responsible for any damages to utilities or other underground infrastructure that may occur due to incomplete information provided to BryComm.
12. Pricing in this proposal is valid for a period of 90 days from the date of the proposal.

II. PRICING SUMMARY

Scope of Work		Cost
270000	Rack Installation and Fiber Termination	$ 6,536.69

Approved By: Chris Gonzales

Printed Name: Chris Gonzales

Title: OSP Division Manager

Date: 12/1/20

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

Tom McDermott
OSP Project Manager
O: (512) 712-4008 x152
C: (845) 867-3495
www.brycomm.com
Security License #B17431

Commissioners Court - Regular Session **25.**

Meeting Date: 12/08/2020

1707-172 renewal 1 for Tennis Pro Manager

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract 1707-172, Renewal Option period 1, for the same pricing, terms and conditions as the existing contract for Tennis Pro Manager at Southwest Williamson County Regional Park for the term of October 1, 2020 – September 30, 2021, with Rippner Tennis.

Background

Rippner Tennis was selected in October 2017 through an RFP process to become the concessionaire/operator of the WilCo Tennis Center at Southwest Williamson County Regional Park. The original agreement was for three years with two additional one year extension options. This agreement extension opts to fulfill the first of two, 1-year extensions, and will expire on September 30, 2021. There is no funding associated with this agreement extension. This agreement is a revenue contract. The agreement requires Rippner Tennis to collect associate fees from users and remit to the County a percent of those revenues on a monthly basis. The department point of contact is Russell Fishbeck, Sr. Director of Parks and Venues.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1707-172 renewal 1 for Tennis Pro Manager SW Regional Park

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 09:07 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:23 AM
Form Started By: Dianne West		Started On: 12/01/2020 09:15 AM
Final Approval Date: 12/03/2020		

EXTENSION AGREEMENT
TENNIS PRO MANAGER
SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK
(Solicitation #1707-172)

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

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Vendor: Rippner Tennis, LLC

Vendor's Mailing Address:

2513 Sutherland Street
Austin, Texas 78746

Agreement Subject of this Extension Agreement:

Resulting contract from award for Tennis Pro Manager - Southwest Williamson County Regional Park Solicitation #1707-172 for an initial contract period of October 1, 2017 through September 30, 2020 ("Contract").

Agreement to Extend Agreement:

Pursuant to the terms of the Contract, the parties may mutually agree to extend the initial contract period for up to two (2) separate one (1) year extended terms. Vendor and County hereby agree to extend the Contract for the first of the two additional one (1) year term commencing effective October 1, 2020 and ending on midnight of September 30, 2021 ("Extended Term").

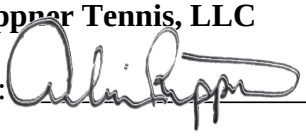
Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term and any extended term thereafter.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Extension Agreement to be effective as of the date of the last party's execution below.

VENDOR:

Rippner Tennis, LLC

By: 

Printed Name: Aubrie Rippner

Representative Capacity: President

Date: November 7, 20 20

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Date: _____ ____, 20____

Commissioners Court - Regular Session **26.**

Meeting Date: 12/08/2020

Contract Amendment 1 to Labor Finders Temporary Staffing Services Agreement

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Amendment 1 to Labor Finders Temporary Staffing Services Agreement including the revised Quotation No. 21-4-1886 and authorizing the execution the associated documents.

Background

This Amendment includes cost of living increase and covers the needs for the Expo additional staffing before, during and after special events on an as-needed basis. This is in the FY21 budget under 01-0100-3106-004100. The department point of contact is Jason Brown, Parks Assistant Operations Manager.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Amendment No. 1 to Labor Finders Temporary Staffing Services Agreement

Labor Finders Temporary Staffing Services Executed Agreement and credit application 06.11.2019

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/03/2020 09:27 AM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:33 AM
Form Started By: Dianne West		Started On: 12/02/2020 10:44 AM
Final Approval Date: 12/03/2020		

CONTRACT AMENDMENT NO. 1
TO
LABOR FINDERS
TEMPORARY STAFFING SERVICES AGREEMENT

This Contract Amendment No. 1 to Labor Finders Temporary Staffing Services Agreement ("Amendment No.1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Labor Finders International, Inc. (the "Labor Finders").

RECITALS

WHEREAS, the County and Labor Finders previously entered into a Temporary Staffing Services Agreement (the "Contract"), being executed by County on June 11, 2019, wherein Labor Finders agreed to provide County with temporary staffing services;

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Labor Finders agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Quotation Page

The Quotation Page attached hereto as Attachment 1 shall supplant and replace the Quotation Page found in the original Contract and shall become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. 1

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. **IN WITNESS WHEREOF, the County and the Labor Finders have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.**

Labor Finders International, Inc.:

By: Jesenia Rodriguez

Printed Name: Jesenia Rodriguez

Title: Account Manager

Date: November 12, 2020.

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____ ____, 20____

Attachment 1

Quotation

Quotation No: 21-4-1886 **Date:**09/28/2020
Valid Until: 10/28/2020

Prepared For:	Williamson County Expo Center	**Prepared By:**	**L.C. Personnel, Inc.**
Customer No:	21-4-2441	Office:	Georgetown
Attention:	Williamson County Jason Brown	Quoted By:	Jesenia Rodriguez
Title:		Title:	Customer Service Rep
Address:	210 Carlos G. Parker Blvd. Taylor, TX 76574	Address:	P.O. Box 736 Georgetown, TX 78627-0736
Phone/Fax:	(512) 352-4118 / ( ) -	Phone/Fax:	(512) 930-4820 / (512) 930-4821
		Email:	georgetown@laborfinders.com

Position	Job Description	Bill Rate
General labor	Event Preparation /rodeo prep	$17.84

Labor Finders provides employee recruitment and covers workers compensation insurance, general liability insurance, employment taxes and withholding, administration of all payroll and related functions. Labor Finders proactive risk management program makes safety of our assigned employees priority one.

This quote does not include other expenses such as drug testing, employment physicals, etc. Should any of these items be required these expenses will be added to your invoice. Higher rates may apply by reason of any Government contract, any such prevailing or living wage law, contract specifications or Customer's request (including any overtime work).

Thank you for the opportunity to provide this quotation. Labor Finders goal is to provide your company with the best possible service and to help improve your productivity through the use of our staffing services. We welcome the opportunity to work with your company and look forward to earning the privilege to be your business partner.

If you accept this quotation, please sign and return to our office. Please contact us at (512) 930-4820 if you have any questions.

Authorized Customer Signature

Date

THANK YOU FOR CONSIDERING OUR SERVICES !
For more information about our company and services please visit us at
www.laborfinders.com



TEMPORARY STAFFING SERVICES
TERMS & CONDITIONS

TEMP-PERM:
This proposal is based on an agreement to supply temporary help for your day-to-day needs on an agreed pay rate. Should you decide to offer employment to one of our temporary workers, you are required first to make such a request to LF 20 working days prior to the employee being added to your company's payroll. The equivalent of 90 working days or 720 hours must be worked by employee before being added to your company's payroll. LF will be responsible for the administration of payroll, withholdings and all associated employment costs of LF employees during the 90 working day and/or 720 hour period. If you choose to hire the LF temporary worker before the 90 working day and/or 720 hour obligation has been met, you will be billed the balance of the minimum hour requirement at the standard bill rate. LF will remove and/or replace any employee who does not perform to your standards. Replacement workers will begin a new 90 working day cycle before becoming eligible for permanent hire. *

Overtime is paid when a worker exceeds 40 hours. All accounts are due upon receipt of invoice and are not to exceed 30 days delinquent. All invoices for work performed by the temporary worker being added to your payroll must be PAID IN FULL before the worker will be eligible for hire.

DIRECT HIRE:
If you so choose, you may hire an employee directly to your payroll. There will be a $2,000.00 charge to your company, which is due upon receipt of the employee. If at any time in the first four weeks of employment, the employee ceases employment or is terminated, $500 for each week that is not completed will be refunded to your company. If the employee completes the four week period, LF retains the $2,000.00 in full, and is no longer obligated to the employee or your company in any way. *

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Williamson County, 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 seven (7) days written notice thereof. In the event of termination, Williamson 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 Williamson 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 Williamson 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 Williamson 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.

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

**Depending on volume of business and skill level, term lengths and amounts of are negotiable.*

Company Name Williamson County

Address, City, State, ZIP _____

_____

Authorized Company Representative (Signature) Bill Gravell Jr.

Authorized Company Representative (Printed) Bill Gravell Jr.

Date 6/11/19

LABOR FINDERS®
WORKERS WHEN YOU NEED THEM™

Safest Brand ~in~ TEXAS

Quotation

Quotation No: 21-4-1548 **Date:** 10/04/2018
Valid Until: 05/27/2019

Prepared For:	Williamson County Expo Center	**Prepared By:**	**L.C. Personnel, Inc.**
Customer No:	21-4-2441	Office:	Georgetown
Attention:	Mehgan Murray	Quoted By:	Nancy J. Cashiola
Title:	AP	Title:	Branch Manager
Address:	210 Carlos G. Parker Blvd. Taylor, TX 76574	Address:	P.O. Box 736 Georgetown, TX 78627-0736
Phone/Fax:	(512) 352-4117 / ( ) -	Phone/Fax:	(512) 930-4820 / (512) 930-4821
		Email:	georgetown@laborfinders.com

Position	Job Description	Bill Rate
General	Event Prep/Rodeo	$16.85

Labor Finders provides employee recruitment and covers workers compensation insurance, general liability insurance, employment taxes and withholding, administration of all payroll and related functions. Labor Finders proactive risk management program makes safety of our assigned employees priority one.

This quote does not include other expenses such as drug testing, employment physicals, etc. Should any of these items be required these expenses will be added to your invoice. Higher rates may apply by reason of any Government contract, any such prevailing or living wage law, contract specifications or Customer's request (including any overtime work).

Thank you for the opportunity to provide this quotation. Labor Finders goal is to provide your company with the best possible service and to help improve your productivity through the use of our staffing services. We welcome the opportunity to work with your company and look forward to earning the privilege to be your business partner.

If you accept this quotation, please sign and return to our office. Please contact us at (512) 930-4820 if you have any questions.

Bill Tarwell
Authorized Customer Signature

6/11/19
Date

THANK YOU FOR CONSIDERING OUR SERVICES !
For more information about our company and services please visit us at
www.laborfinders.com

LABOR FINDERS®
WORKERS WHEN YOU NEED THEM™

CREDIT APPLICATION

AMOUNT OF CREDIT APPLYING FOR: $ NA DATE: 5/21/19

Legal Company Name: Williamson County Incorporated? X Yes ____ No

Street Address: 710 S Main St, Ste 301

City: Georgetown State: TX ZIP: 78626

Mailing Address: 219 Perry Mayfield

City: Leander State: TX ZIP: 78641

Phone Number: (512 -) 943-1561 Fax Number: (512) 943-3732

Federal Tax ID# (EIN): 74-6000978 Dun & Bradstreet #: 076930049 Number of Years in Business: NS

Website URL: www.wilco.org Workers' Comp. Governing Class. Code: ___ ___ ___ ___

PERSONAL CREDIT INFORMATION
(If not incorporated)

Owner/Officer: NA - government SS #: ____ - ____ - ____

Title: _____ D.O.B.: _____

Address: _____ Driver License: _____ State: _____

City: _____ State: _____ ZIP: _____

Home Phone #: ( ) _____ Fax Number: ( ) _____

JOB SITE INFORMATION

What will our workers be doing? The workers will be helping set-up for events, as well as, help tear down and clean up after events.

Is this a Federal, State, or D.O.T. job? _____ If yes, what is the required minimum wage per hour? $_____

Is there a prevailing wage list available to us? _____ Job Contract #: _____

Job Site Description: The job site is at an event center in Taylor, TX. The jobs will be both indoors and outdoors.

Job Site Address/City/State/ZIP: 5350 Bill Pickett Trail Taylor, TX 76574

Job Site Owner: Williamson County Job Site Owner Phone #: Clint Chitsey 903-575-7893

Job Site Owner Mailing Address/City/State/ZIP: _____

General Contractor: _____ General Contractor Phone #: _____

General Contractor Mailing Address/City/State/ZIP: _____

Surety/Bond/other Funding Institutions: _____ Bond #: _____

Surety/Bond/other Funding Inst. Mailing Address/City/ST/ZIP/Phone: _____

Date: _____ Initials_____

ACCOUNT TERMS

Customer hereby requests that *LABOR FINDERS ("LF")* extend credit to Customer for contract labor and services as may be approved by *LF,* and in consideration of *LF* furnishing any such labor. Customer agrees to the following terms and conditions.

1. *LF* will invoice Customer for all fees and expenses due to *LF* for the services provided under this Account Agreement. Customer's signature on work orders certifies that the hours shown are correct and the work was performed to Customer's satisfaction, and authorizes *LF* to bill Customer for the hours worked.

2. *LF* reserves the sole right to establish the wages and fringe benefits, if any, of its employee and assumes responsibility for the payment of such compensation, the withholding and payment of all required payroll taxes, and the maintenance of Worker's Compensation Insurance as required by state law.

3. Customer agrees to notify *LF* immediately whenever any *LF* employee performs any work under a Government Contract, and agrees to pay any such employee by reason of any Government contract or the contract specifications.

4. Customer agrees that it will not, without the prior written consent of *LF*, utilize *LF* employees to operate machinery, equipment, or vehicles not covered by the Customer's liability and property damage insurance; to operate dangerous or unprotected machinery; for excavation where proper shoring and protection are not provided; for any work on ladders or scaffolds; or as a member of the crew of any vessel, or in maritime work upon the navigable waters of the United States that might be subject to the United States Longshoreman's and Harbor Worker's Compensation Act or the Jones Act.

5. Customer agrees to comply with all applicable laws and ordinances relating to health and safety, and in particular agrees and undertakes to provide any safety equipment, clothing, or devices necessary or required by law for any work to be performed or used by Customer's employees in the performance of similar work. Customer agrees to indemnify and hold harmless *LF* for claims, damages, or penalties arising out of the violations of the Occupational Safety and Health Act of 1970, or any similar state law with respect to work, places, or equipment owned, leased, or supervised by Customer and to which employees are assigned.

6. Customer acknowledges that *LF* insurance does not cover claims of *LF* employees under the Jones Act, damage to, loss of, or loss of use of Customer's owned, non-owned, or leased vehicles (including contents and cargo), machinery, equipment, or material while being used by, or in the care, custody, or control of *LF* employees, and that *LF* does not assume liability for claims of *LF* employees under the Jones Act for damage to, loss of, or loss of use of Customer's owned, non-owned, or leased vehicles (including contents and cargo), machinery, equipment, or material while being used by, or in the care, custody, or control of *LF* employees.

7. Customer assumes and agrees to indemnify and hold harmless *LF* from any claims for bodily injury (including death), or loss of, or loss of use of, or damage to property arising out of the use or operation of Customer's owned, non-owned, or leased vehicles, machinery, or equipment by *LF* employees, and from any claims of or on behalf of employees brought under, or by virtue of their employment as a seaman, or as a member of the crew of any vessel.

8. Customer agrees that it will not entrust *LF* employees with unattended premises, cash, and checks, negotiable or other valuables without the prior written permission from *LF*. *LF* will not be responsible for claims made under its Fidelity Bond unless such claims are reported in writing to *LF* and to the local police by the Customer within fourteen (14) days after notice of loss.

9. Customer agrees to terms of NET UPON RECEIPT, and understands that unpaid accounts will be considered in default after thirty (30) days. Customer agrees to pay the default charge together with reasonable attorney's fees for cost of collection. (Specifically including but not limited to contingency fees of up to 1/3 of the account balance.)

10. Customer agrees that *LF* has made substantial investments recruiting its employees and placing them for assignment. Customer further agrees offering employment to any *LF* employee without making acceptable arrangements with the *LF* Branch Manager will result in a $2,000.00 charge applied to customer's account.

11. Agents: Customer shall be fully responsible and liable for labor furnished to it including all orders made by it or by any and all other persons with Customer's written or verbal authorization.

12. Default: Upon default in payment of any charges on Customer's account, the entire unpaid balance of Customer's account shall, at *LF* option, but WITHOUT NOTICE OR DEMAND, become immediately due and payable. Should the amount owing on the account be referred to any attorney or other agency for collection, Customer agrees to pay all reasonable attorney's fees, collection costs, and court costs incurred by *LF*. Acknowledging that any extension of credit shall be adequate consideration, Customer hereby waives, as to any unpaid account balance, all rights to exemption under the Constitution and the Laws of the State of Florida, the State of Texas, and any other state to the extent allowed by law.

13. Waiver: Customer agrees (a) that *LF* waivers of or acquiescence in any default shall not constitute waiver of any subsequent or other default, (b) that all rights and remedies there under are cumulative and not alternative, (c) that time is of the essence, and (d) that *LF* may at any time, WITHOUT NOTICE to Customer, REDUCE OR ADJUST ANY CREDIT LIMIT extended to Customer, DECLINE TO SELL ANY ITEM TO PURCHASER under the Account Agreement, or TERMINATE this Account Agreement.

14. Credit Investigation: Customer authorizes all banks and businesses with whom Customer has done or is doing business to disclose to *LF* to obtain credit reports from credit reporting agencies and to reinvestigate Customer's credit status as *LF* may deem necessary.

Authorized Corporate Officer/Guarantor Position/Title

Signature

Name of Authorized Corporate Officer/Guarantor printed

Date

Date: _____ Initials_____

CREDIT/BANKING REFERENCES

1) _____
Company City, ST Contact Email OR Fax Phone

2) _____
Company City, ST Contact Email OR Fax Phone

3) _____
Company City, ST Contact Email OR Fax Phone

4) _____
Company City, ST Contact Email OR Fax Phone

BANKING INFORMATION (required):

Name of Your Bank: Wells Fargo Bank Contact/Title: Dixie Highfield

Bank Contact Email: Dixie.L.Highfield@wellsfargo.com Bank Phone: 512-899-2082 Bank Fax: _____

Account Number(s): Multiple

What is Your Payment Cycle? Weekly

Email address for electronic invoicing: _____ Secondary Email: _____

TERMS: Credit terms are net due upon receipt of invoices. Invoices not paid within 30 days are considered past due.

I/we understand and agree that the information provided is for the purpose of obtaining services on credit. I/we further understand that all accounts or monies due to *LABOR FINDERS ("LF")* shall be paid in accordance with the credit terms stated above. I/we understand and agree that I/we unconditionally and unqualifiedly agree to be personally, individually, collectively, jointly and/or severally liable for any liability of the business/corporation, no matter the form or manner in which I/we may sign below, including reasonable attorney fees and court costs incurred whether prior to suit, within or without trial, and/or at any original, appellate and/or review forum or panel.

I/we authorize investigation of all credit/banking references listed. I/we authorize the issue of a joint party check with *LF* from the General Contractor and/or owner if monies owed to *LF* become delinquent.

LF is a temporary Employment Service, which hires its own employees and assigns them to clients to support or supplement the client's work force. In order to establish liability, both yours and ours, *LF*, would like you to understand that we provide workers compensations and liability insurance for employees of *LF* only. In no way do we imply to cover your company or any of your company employees.

All temporary employees furnished by *LF* to the client are considered employees of *LF*. Under this situation we are responsible for hiring, disciplinary action, termination and/or reassignment of all temporary employees. Terms and conditions of temporary labor usage are detailed on the back of each *LF* work order. Customer is responsible for supervision of *LF* employees.

The hourly bill rate listed on your quotation is based on paying our work force base wage. In the event that you request *LF* to pay any worker at a higher wage, we will need to increase the bill rate accordingly. Our work week begins on Saturday and ends on Friday. Any workers who work more than 40 hours per work week will be paid at one and one-half their regular rate of pay per the Overtime Pay Requirements of the Fair Labor Standards Act (FLSA), and your bill rate will be increased accordingly to one and one-half your regular bill rate for those overtime hours.

I/we agree to provide *LF* with any/all wage information in the event that we are asked to supply workers to a Federal, State, or Department of Transportation job where a prevailing wage is required. This information must be provided to *LF* prior to commencement of work by *LF*. In the event that *LF* is required to pay an employee at a higher wage either by law or by request of the client, I/we agree to compensate *LF* for the proportional difference in the hourly billing rate.

Signature: _____ Name: _____ Date: _____
Authorized Corporate Officer/Individual Guarantor
Printed Name of Authorized Corporate Officer/ Individual Guarantor

Labor Finders is dedicated to being the safest temporary labor provider in Texas by providing our workers with a safe and healthful workplace. As a shared employee, it is also your company's responsibility for the health and safety of our workers while they are under your control.

Please provide a copy of your company's safety policy along with the completed credit application.

WWW.OSHA.GOV General Duty Clause SEC. 5. Duties

(a) Each employer --

(1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees;

(2) shall comply with occupational safety and health standards promulgated under this Act.

(b) Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to his own actions and conduct.

COMPANY REPRESENTATIVE

INJURY PROCEDURES

If an employee of Labor Finders is injured on your worksite, please follow these procedures:

1. If the injury is life-threatening, IMMEDIATELY call 911 and have the employee transported to the nearest emergency room.

2. If the injury is not life-threatening, administer the appropriate first aid then call the Labor Finders branch.

(If occupational medical treatment is required, please follow #3 and #4)

3. The employee must go the nearest **occupational medical center** as soon as possible. Your Labor Finders manager may know the number and address. The worker will be asked to submit to a drug screen during the medical evaluation and treatment.

4. Please work with Labor Finders to ensure that the worker goes directly to the appropriate medical center by personally transporting or arranging transportation to medical center ASAP.

5. You will be asked by Labor Finders branch personnel for an email containing the details of the incident which are necessary for our reports.

6. Labor Finders may need to speak with any employee who was a witness to the injury.

7. All loss-time worksite injuries will be investigated.

If you have any questions, please contact Vince Leggett, General Manager at 512-219-0701 ext. 224 or 512-466-6335. Thank you for your cooperation.

LABOR FINDERS®
WORKERS WHEN YOU NEED THEM™

Commissioners Court - Regular Session **27.**

Meeting Date: 12/08/2020

Approval of WorldPay Merchant Processing Agreement

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

The Parks Department currently processes credit card payments for online facility rentals (Galaxy Software) and onsite for the Splashpad. The Worldpay agreement was previously approved by Commissioners' Court on 7.30.2019, item number 19. This new agreement with Schedule A adds the River Ranch and Berry Springs locations. Benita Bonner is the Parks Point of Contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merchant Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 10:41 AM
Form Started By: Johnny Grimaldo		Started On: 12/03/2020 10:26 AM
Final Approval Date: 12/03/2020		

worldpay from FIS

Worldpay Integrated Payments
Merchant Processing Agreement
MERCHANT APPLICATION

Merchant Business Information

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

Business Name: Williamson County - River Ranch *(DBA/Outlet Name)*	Business Website: www.wilco.org
Federal Tax ID #: 746000978 *(as shown on your business income tax return)*	Year Business Established: 1848
Type of Goods or Services Sold: Parks	Year Acquired by Current Owner: 1848

Physical Address (no PO Boxes)	Mailing Address (if different from physical address)
Address: 710 MAIN STREET STE 105	Address: 710 MAIN STREET STE 105
City: GEORGETOWN	City: GEORGETOWN
State: TX	State: TX
Zip: 78626	Zip: 78626
Phone Number: 512-943-1926	Phone: 512-943-1926
Fax:	Fax:

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

Disclosure

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

Signature: ☒

Name (printed): Bill Gravell | Title: | Date: 10/22/2020 10:53:02 AM

Business Profile

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

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

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

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

% Card Swiped 100 % MOTO 0 % Internet 0

% of Sales that are Business to Business 0

Annual Visa/MC/Discover Sales ($): 100000 Requested Highest Ticket ($): 300 Average Ticket ($): 10

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

Term of Agreement

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

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

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

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

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

Cardholder Data Storage Compliance & Service Provider

Do you use a third party (other than Worldpay) to store, process or transmit cardholder data? ☐ Yes ☒ No Do you store cardholder data? ☐ Yes ☒ No	Primary Service Provider or Software Developer: ACTIVE NETWORK LLC Software used by third party: MaxGalaxy \ 1 Version #: 1.0.0

Have you ever experienced an Account Data Compromise? ☐ Yes ✘ No If yes, provide date of compromise:_____ If yes, have you completed remediation? ☐ Yes ☐ No

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

Authorized Representative and Signer Information

Authorized Representative/Signer Name (First Name, MI, Last Name): Bill Gravell	Date of Birth:	Social Security Number:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:
Email: agleason@wilco.org	Years At Current Address:	Home Phone:	

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

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

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

Control Owner – An individual with authority to control, manage, bind, and direct Merchant for all purposes under the Agreement.

Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:

☐ Check this box if Control Owner listed above is also a Beneficial Owner, if this box is checked you do not need to relist the Control Owner as a Beneficial Owner below.

Beneficial Owner #1 – An individual who owns 25% or more of the legal entity

Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:

Beneficial Owner #2 – An individual who owns 25% or more of the legal entity

Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:

Beneficial Owner #3 – An individual who owns 25% or more of the legal entity

Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:

Beneficial Owner #4 – An individual who owns 25% or more of the legal entity

Full Name (First, MI, Last):	Date of Birth:	Social Security#:	
Street Address (Physical, no PO Boxes):	City:	State:	Zip:

Additional Contact Information

Name (First, MI, Last):		Name (First, MI, Last):	
Role:	☐ Authorized Representative ☐ Primary Contact ☐ Manager	Role:	☐ Authorized Representative ☐ Primary Contact ☐ Manager
Phone Number:		Phone Number:	
Email Address:		Email Address:	

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

Merchant Authorization

- You acknowledge receipt of the "**Merchant Processing Agreement**" also referred to as the "**Agreement**" which consists of this page and the two (2) preceding pages and the accompanying Price and Equipment Schedule (the "**Application**"), and any other applicable amendments, schedules, exhibits, and attachments, including the documents listed below which accompany this Application or are otherwise provided to you via http://info.worldpay.com/vipcontract.html. Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this Application have the meanings specified in the Agreement Terms and Conditions. This Agreement is between Worldpay Integrated Payments, LLC ("**Processor**", "**us**", "**our**" or "**we**"), the legal entity or sole proprietor identified on page 1 of this Application (the "**Merchant**", **"you" or "your"**), and the Member Bank named on page 1 of this Application ("**Member Bank**"). Member Bank is a member of Visa, U.S.A., Inc. ("**Visa**"), MasterCard International, Inc. ("**MasterCard**"), and Discover Financial Services, LLC ("**Discover**"). We are a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover.
- No modifications, alterations, or manual changes (including lining out or otherwise modifying fees) made to the Agreement will be effective unless we consent to them in a separate writing. A scanned, facsimile, or duplicate copy of this executed Agreement shall be treated as an original. This Agreement between the parties supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement.
- The undersigned individual (**"Signer")** represents and warrants that Signer is authorized to sign on behalf of Merchant and to bind Merchant to the terms of this Agreement. By Signer's signature below on behalf of Merchant, Signer certifies that: (i) Merchant has received a full and complete copy of the Agreement, (ii) Signer has read and understands all of the terms and conditions in the Agreement including the portions contained on the Worldpay agreement website (http://info.worldpay.com/vipcontract.html) and agrees to be bound by them (including terms that we add or amend from time to time as permitted by this Agreement), and (iii) all information provided in this Application is true and accurate.
- Our issuance of a processing ready MID or processing your first transaction shall be deemed the consent and execution of the Agreement by us and Member Bank and furthermore shall evidence ours and Member Bank's receipt of and approval and agreement to this Application signed by you. Whether or not we have formally approved your Application, your submission of a transaction for processing, whether to us, Member Bank, or our third-party providers, is an expression of your consent to the terms of the Agreement. If you do not want to participate in the American Express OptBlue® Program, the applicable Opt Out Box on the Price and Equipment Schedule has been marked.
- By signing below, Signer, on behalf of the Merchant: (i) agrees to be bound by all of the provisions of the Agreement, including the choice of law, jurisdiction, and venue provisions contained in the Terms and Conditions, and (ii) acknowledges Merchant is aware of and must comply with the Rules Summary, and Association Operating Regulations. Signer individually authorizes us and/or our representative to: (i) investigate Signer and/or Merchant by utilizing a third-party credit reporting agency, (ii) share information provided in this Application with third parties for fraud and risk purposes, and (iii) conduct an initial and ongoing comprehensive credit inquiry and/or investigation. In the event we do not approve your application for Services, you authorize us to share any information you have provided in this Agreement with our strategic partners for the possible provision of substantially similar services.
- Point of Sale Authorization: You hereby authorize the below listed point of sale representatives access to sensitive merchant account information to manage and configure your point of sale system functionality and complete installation.
  Your authorized point of sale reseller is: ACTIVE NETWORK LLC Your authorized point of sale developer is: ACTIVE NETWORK LLC
- You can request a copy of the Agreement at any time by contacting your relationship manager or us at the phone number listed below or on your monthly statements
- If you disagree with any terms and conditions set forth in the Agreement, do not accept service or sign this Application.
- You represent the below documents have been provided to you:

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

Signature:			
☒	Bill Gravell Name (printed):	Title:	10/22/2020 10:53:02 AM Date:

Unlimited Personal Guaranty

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

☒ , an individual Name (printed): Bill Gravell Date: 10/20/2020 3:07:08 PM

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

This Application must be returned to Worldpay on or before January 15, 2021

worldpay from FIS

Worldpay Integrated Payments
Merchant Processing Agreement
PRICE AND EQUIPMENT SCHEDULE

RATES AND FEES SCHEDULE

Pricing Type: ☐ *Tiered* ☒ *Interchange +*	*Rate*	*Per item*	*Other Services*	*Rate*	*Per item*
Visa/MasterCard/Discover/PayPal Credit	0.15%	$0.06	☐ *Tiered* ☒ *Interchange +* PIN Debit	0.15%	$0.06
Visa/MasterCard/Discover Debit	0.15%	$0.06	☐ American Express Direct Program	Set By Amex	$0.00
☐ American Express OptBlue® Program	0.15%	$0.06	Existing American Express Account?	☐ Yes ☒ No	
Estimated American Express Volume:	15000		If Yes, Existing American Express SE#:		
EBT		$0.00	EBT Merchant FNS #:		

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

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

Per item fees are calculated per transaction, and rates and other percentage fees are calculated by multiplying the rates or fees and your applicable transaction volume. A list of additional fees/rates can be found below under the heading "Other Rates and Fees" and certain of the Association Fees and Assessments can be found on the agreement website listed on page 3 of the Application. We assess Transaction Risk Fees on certain transactions that we determine carry a higher degree of risk. See Section 6 of the Terms and Conditions for more information regarding Transaction Risk Fees and other fees. Where Tiered pricing is provided, as indicated above, in addition to the fees quoted above in this schedule, Association and Network charged fees and assessments will apply plus Transaction Risk Fees, where applicable, up to 2.59% and $.10 will also apply. Where Interchange + pricing is provided and otherwise for Other Services, in addition to the fees quoted above in this schedule, interchange rates and Association and Network charged fees and assessments will apply plus Transaction Risk Fees, as applicable, up to 2.45% will also apply. For a complete list of interchange rates for Visa and MasterCard, visit the websites: http://www.visa.com and www.mastercard.com. Interchange rates and Association and Network fees and assessments are subject to change without notice.

OTHER RATES AND FEES

Batch/ACH Fee (per occurrence)	$0.00	Retrieval Fee (per occurrence)	$2.50	Monthly Statement Fee (Per MID)	$0.00
Monthly Minimum Fee (per MID)	$0.00	One-Time Application Fee (per MID)	$0.00	Non-Sufficient Funds (per occurrence)	$15.00
Voice AVS Fee (per occurrence)	$0.60	Dial Back-Up Fee (per occurrence)	$0.00	Monthly Maintenance Fee (per MID)	$0.00
Semi-Annual Compliance and Regulatory Fee (Per MID)	$0.00	Monthly Signature Merchant Location Fee (per MID)	$0.00	PCI Non-Validation Fee/ Non-Compliance Monthly Fee (Per MID)	$19.95
Annual Fee (Per MID)	$0.00	Technology Gateway Monthly Fee (per MID)	$0.00	Chargeback Service Monthly Fee (per MID)[1]	
Network and Processor Access Fee[2]	☒ 0.15% Per Transaction ☐ Pass Through				

VALUE ADDED SERVICES

Security Services					
OmniShield Assure Monthly Fee (per MID)[3]	$9.95	TriPOS One-Time Setup Fee (per MID)		TriPOS Monthly Fee (per MID)	
PAXStore Monthly Service Fee (Per TID)					
Tokenization Services					
TransForm Tokenization Monthly Fee (per MID)[4]	$15.00	TransForm Tokenization Payment Account Identifier (PAI) Maximum	250	Additional Fee per each TransForm Token PAI in excess of PAI Maximum[4]	$0.10
OmniToken (per tokenization event)[5]	$0.04				
Account Updater Service					
Acct Updater Monthly Fee (per MID)[4]	$0.00	Acct Updater Fee Per Valid Update[4]	$0.00	Acct Updater One-Time Setup Fee (per MID)[4]	$0.00
Accelerated Funding and Additional Acceptance Services					
FastAccess™ Funding Monthly Fee (per MID)[6]	$0.00	Next Day Funding Monthly Fee (per MID)[7]	$0.00	Store and Forward Monthly Fee (per MID)[8]	$0.00
Pay at the Table Monthly Fee (per MID)[9]	$0.00	Check Commerce ACH Service (per transaction)	$0.02		
TruSpend and Review Trackers Services					
TruSpend Shopper Analytics Essential Monthly Fee (Per MID)		TruSpend Shopper Analytics Premium Monthly Fee (Per MID)		ReviewTrackers Monthly Fee (per MID)[10]	$0.00
Providerflow Services[11]					
Providerflow Per Sent Email Fee		Providerflow Per Sent Text Fee		Providerflow Monthly Usage Fee (Per MID)	
Providerflow Discount Rate		Providerflow Per Item Fee		Providerflow One Time Activation Fee (Per MID)	

[1]See Section 5 of Addendum A for more information. [2] If "0.15% Per Transaction" is selected we will assess you the Network and Processor Access Fee calculated at a rate of 0.15% on all Visa, MasterCard, Discover, and American Express volume subject to a $10.00 monthly minimum. If "Pass Through" is selected we will assess you the Network and Processor Access Fee as pass-through (which may be as an allocation) of: (i) the Visa Fixed Acquirer Network Fee ("FANF"); (ii) the MasterCard Acquirer Fee; (iii) the Discover Access Fee (which may be labeled as the Discover Data Usage Fee); and (iv) the American Express Access Fee. If neither box or both boxes are selected, the 0.15% Per Transaction calculation will apply. [3]Required for PCI Level 4 Merchants, see Section 1 of Addendum A for terms and information. Includes (dependent upon Merchant Payment Solution): PCI Assist, Breach Assist, Point to Point Encryption, and EMV Support Services. [4]See Section 2 of Addendum A for additional pricing, terms, and information. [5]See Section 2 of Addendum A for additional terms and information. [6]See Section 8 of Addendum A for terms and information. [7]Batch must be closed by 7pm ET. [8]See Section 7 of Addendum A for terms and information. [9]See Section 10 of Addendum A for terms and information. Upon our provision of any services associated with items in this other rates and fee schedule, such additional services will be part of the Services assessed at the amounts listed above or, where no amount is listed, at our then standard rates and fees. [10]W e will waive this fee for the first billing cycle following the date you sign this Agreement. [11]Use of these Services is subject to the Providerflow terms and conditions, which are available at https://pflow.io/wptandc.

EQUIPMENT AND THID PARTY PRODUCT AND SERVICE FEES

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

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

Shipping Address for Equipment: City: State: Zip:

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

Processing Platform: ☒ IP Processing with Dial Backup ☐ Dial Only Tips enabled: ☐ Yes ☒ No Reporting by Server/Cashier Number: ☒ Disabled ☐ Enabled	PIN Pad needed for Debit or EBT transactions requiring PIN entry To Receive Funding batch must be settled manually at the end of your business days

Card Verification Methods (CVM): Not available through all POS systems, contact your POS Provider to determine if your POS System supports this option.
☒ All – Includes support for Chip+PIN and Chip+Signature (if no CVM is selected this will be the default selection)
☐ Require Signature only** – If this box is selected we will only require signature and will not prompt for PIN on Chip+PIN preferring cards. **Note, if you check this box you may be liable for: (a) chargebacks on lost and stolen cards ; and (b) EMV contactless transactions above $50, with certain card brands.

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SCHEDULE A
TO MERCHANT PROCESSING AGREEMENT

Merchant Information	
Merchant Business Legal Name: WILLIAMSON COUNTY	TIN: 746000978

This Schedule A to Merchant Processing Agreement (the "Schedule") is hereby incorporated to the Merchant Processing Agreement to which this Schedule is attached ("Agreement") between Processor, Member Bank, and Merchant.

1. Additional Locations. The following location(s) set forth below and on Schedule A-1 to this Schedule, if applicable, shall be included as additional locations to the Merchant Processing Agreement for Merchant's account and will receive the same services and be subject to the same rates and fees listed in the Application, any future modifications to the rates and fees for one of Merchant's locations shall be deemed applicable all of Merchant's locations. For the avoidance of doubt, any rates and fees set forth in the Agreement which are not a per occurrence fee, shall be separately assessed to each Merchant location. The sales volumes and average ticket $ representations below are integral and a condition to the rates and fees. If actual sales volumes or average ticket amounts materially differ from the sales volumes or average ticket $ represented below, Merchant understands and agrees that the rates and fees may be changed.

Additional Location #1				
DBA Name: Williamson County - River Ranch	Street Address	City:	State:	Zip:
Phone: / Fax:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales ($):_____	Average Ticket ($):_____	Requested Highest Ticket ($):_____	
Authorized point of sale reseller: ACTIVE NETWORK LLC	Authorized point of sale developer: ACTIVE NETWORK LLC			

Additional Location #2				
DBA Name: Williamson County - Berry Springs	Street Address	City:	State:	Zip:
Phone: / Fax:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales ($):_____	Average Ticket ($):_____	Requested Highest Ticket ($):_____	
Authorized point of sale reseller: ACTIVE NETWORK LLC	Authorized point of sale developer: ACTIVE NETWORK LLC			

☐ Check this box if Schedule A-1 is attached. For more than two locations, please use Schedule A-1 attached to this Schedule, which is incorporated herein.

2. Merchant represents and warrants that the location(s) listed in this Schedule (i) have no material differences to the business profile information listed in the Application (i.e. Market Type, Type of Goods or Services Sold, etc.), except as otherwise listed herein; (ii) are compliant with the Payment Card Industry Data Security Standards and have never had an Account Data compromise; and (iii) operate under the same Tax Identification Number, as listed above, which matches the TIN set forth on the Agreement. In addition, the Unlimited Personal Guaranty and additional representations and warranties made in the Application or the Agreement shall apply to the locations listed herein.

3. The location(s) listed herein shall have an initial term equal to that listed on the Application.

4. Point of Sale Authorization: Your signature will authorize the listed point of sale representatives access to sensitive merchant account information to manage and configure your point of sale system functionality and complete installation

5. This Schedule, executed contemporaneously along with the Application, which is part of the Agreement (the terms of which are incorporated herein by this reference) constitute the entire agreement between the parties and supersede any other agreements between the parties in regards to the subject matter hereof. This Schedule may be executed in counterparts, each of which shall constitute an original and all of which shall be one and the same instrument. A facsimile copy shall serve as an original. In the event of any conflicts between this Schedule and the Agreement, this Schedule shall control.

Merchant Authorization

This Schedule is made a part of your Merchant Processing Agreement (collectively the "**Agreement**"). Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this Schedule have the meanings specified in the Merchant Processing Agreement. The acceptance and processing of Merchant sales drafts by Processor and/or Member Bank at the location(s) set forth in this Schedule shall be deemed the consent and execution by same of this Schedule and furthermore shall evidence the Processor's and Member Bank's receipt of and approval and agreement to this Schedule signed by Merchant. By your signature below on behalf of Merchant, you certify that you are an officer, owner, principal, or other authorized representative of the legal entity or sole proprietor identified at the top of this Schedule (the "**Merchant**" **or "you" or "your").**

Merchant Signatures (Owner / Authorized Signer):	Name (printed):	Title:	Date:
⊠	Bill Gravell		10/22/2020 10:53:02 AM

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SCHEDULE A-1

Additional Location #3				
DBA Name:	Street Address	City:	State:	Zip:
Phone: Fax:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales ($):_____	Average Ticket ($):_____	Requested Highest Ticket ($):_____	
Authorized point of sale reseller:	Authorized point of sale developer:			

Additional Location #4				
DBA Name:	Street Address	City:	State:	Zip:
Phone: Fax:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales ($):_____	Average Ticket ($):_____	Requested Highest Ticket ($):_____	
Authorized point of sale reseller:	Authorized point of sale developer:			

Additional Location #5				
DBA Name:	Street Address	City:	State:	Zip:
Phone: Fax:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales ($):_____	Average Ticket ($):_____	Requested Highest Ticket ($):_____	
Authorized point of sale reseller:	Authorized point of sale developer:			

Additional Location #6				
DBA Name:	Street Address	City:	State:	Zip:
Phone: Fax:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales ($):_____	Average Ticket ($):_____	Requested Highest Ticket ($):_____	
Authorized point of sale reseller:	Authorized point of sale developer:			

Addition Location #7				
DBA Name:	Street Address	City:	State:	Zip:
Phone: Fax:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales ($):_____	Average Ticket ($):_____	Requested Highest Ticket ($):_____	
Authorized point of sale reseller:	Authorized point of sale developer:			

Additional Location #8				
DBA Name:	Street Address	City:	State:	Zip:
Phone: Fax:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales ($):_____	Average Ticket ($):_____	Requested Highest Ticket ($):_____	
Authorized point of sale reseller:	Authorized point of sale developer:			

ADDENDUM A – GENERAL SERVICES ADDENDUM TO THE AGREEMENT

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

1. Security Services.

a. Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

(ix) Encryption – Encryption is a two-part service offering designed to: (i) encrypt (make unreadable) PCI sensitive payment data at the origin of the payment transaction and, (ii) decrypt payment data information at the destination of the transaction. Processor's service offering availability requires alignment between the encryption technology deployed within the Merchant's terminals and the decryption technology hosted by the service provider, which may require the use or upgrading of certain terminals and/or equipment or new message specifications (which will be at Merchant's sole expense) and may not be supported on all terminals/equipment.

Merchant acknowledges and agrees that encryption functionality is required and may require Merchant to license encryption technology from appropriate third party provider or authorized reseller and that said licensed functionality may incur fees in addition to those set forth herein. Merchant also acknowledges that provision of Processor's service offering to Merchant may require a corresponding decryption technology license and that Processor's service offering is subject to availability of required decryption license from applicable third party provider. Upon reasonable notice, Processor maintains the right to cease, modify or enhance providing the service offering without penalty and will use commercially reasonable efforts to offer a substitute service if applicable.

The value proposition associated with encrypting and decryption payment data (i.e., affects to Merchant's risk and compliance requirements) is affected by where the payment data is encrypted, the terminal type used for encryption, and the location where the payment data is decrypted. Processor has identified three different Encryption service offerings:

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

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

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

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

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

transaction and format non-preserving. eTokens are used as an index value into processor's data vault, which subsequently stores the associated card value Note: eTokens are limited to transactions processed through processor's Express platform only.

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

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

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

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

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

b. Pricing.

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

Footnotes to above Section 1(b).

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

2. Tokenization Services.

a. Tokenization. In addition to the terms of the Agreement, these Tokenization Service terms apply to Merchant's use of the Account Updater Service and Tokenization Service to store authorized customer billing information for recurring transactions and may be provided by Processor and one or more affiliates of Processor.

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

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

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

iii. "Payment Account Identifier, "PAI" or "TokenID" means a unique identifier that is assigned by Processor that references a payment account record.

iv. "Registration ID / Low Value Token" means a low-value token which expires in 24 hours. A Registration ID / Low Value Token is used within 24 hours to exchange for a high value token or token that can be used for card on file or recurring transactions.

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

c. Pricing. The rate and fees set forth in the Application for Tokenization Service and Account Updater apply. Processor will charge Merchant the monthly fee set forth in the Application per MID or per tokenization event, as applicable, for its use of the such tokenization service.

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

ii. OmniToken Merchant agrees to pay Processor the OmniToken per tokenization event fee listed in the Application which, if not listed is $0.04, per tokenization event.

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

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

e. Access to Information After Termination. Upon termination of Merchant's use of the Tokenization Services and within five business days of agreement between the parties on the means of transfer and after Merchant's payment of the data retrieval fee based on the number of Merchant's stored records as set forth in the table below, Processor will provide a data file including all stored records to a PCI DSS compliant facility designated by Merchant. The data retrieval fee will be calculated cumulatively so that all stored records will be billed at the same lower fee per record once a higher volume tier is reached. Records may only be provided to a PCI DSS compliant facility with file format and encryption requirements to be determined in Processor's reasonable discretion. Furthermore, consistent with PCI DSS the above referenced data file shall not include any sensitive authentication data which includes full track data, track equivalent data generated by chip and contactless cards, card verification codes (e.g., CVDCVC2/CVV2/CID) and the PIN or PIN block located on credit and debit cards.

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

500,001 - 750,000 PAI's/TokenIDs	$0.25 per stored record
750,001+ PAI's/TokenIDs	$0.20 per stored record

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

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

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

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

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

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

3. Token Grouping. Where you share and/or accept Tokens with one or more merchants or otherwise permit such sharing and or/acceptance via your third party Provider among a group of similarly branded merchants and/or merchants that are a part of a chain of independently owned stores, or some other group of merchants commonly connected by or through a brand, web-site, club, affiliation, and/or some other commonality (each, a "Merchant Group") of which you are a member (the "Token Grouping"), we may, as part of the Services, support such Token Grouping for use with Cardholder card-on-file programs, scheduled automatic payments, and other programs for purchases of products and/or services processed by you and the Merchant Group predicated and conditioned on your agreement to the following:

a. Use of Tokens within the Merchant Group. You authorize us to support and make available the Tokens to the Merchant Group so that Cardholder Tokens of the Merchant Group members will be available to all of the Merchant Group members as a group for use with card-on-file programs, to schedule automatic payments, and other programs enabling the member merchants to process transactions.

b. Tokenization Fees, Variations, Limitations and Provider Duties. You agree to be liable to Processor for tokenization fees as set forth in the Agreement. We have several variations of the tokenization service all of which may not be available to you, the tokenization service available to you may have limitations on the sharing, management, and storage of Tokens and storage of Cardholder data. Where possible based on the variation of the tokenization service available to you, we will support the Tokens and tokenization service to the Member Group on file with us as updated by Provider which Member Group is controlled and revised by Provider under the Provider services to you. Dependent on the tokenization service available to you, Cardholder data may not be maintained in our systems and, as such, we will not have the data necessary to convert Tokens back to Cardholder data. Furthermore, you agree that the scope of the tokenization service does not include: (a) the certification or systematic configuration of third parties or firmware licensing as selected by you to support tokenization service; or (b) a duty by us to provide you or a Merchant Group member, individually or as a group, de-tokenization services or support during or after the term of the Agreement or their agreement(s) with us except where separately agreed to in writing by us and you.

c. Cardholder Authorizations. You directly or through your Provider, warrant and represent that you have the appropriate written agreement and consents from all Cardholders required by applicable law and the Operating Regulations for use of the tokenization service and Token Grouping within the Merchant Group (the "Cardholder Authorizations"). You agree to directly or through your Provider or other service provider to retain all records related to the Cardholder Authorizations, including the initiation and authorization of transactions for you to collect and/or initiate transactions utilizing the Token Grouping. Copies of such records shall be delivered by you to us within ten (10) days of written request by us and shall otherwise be retained by you for a period of at least four (4) years following the date of the transaction, or longer if required by Laws or the Operating Regulations.

d. No Warranty of Tokenization Service. We do not warrant or guaranty that use of the Tokens and/or tokenization service products and services will be uninterrupted or error-free. Our decision to support the herein Token Grouping shall not limit your duties and obligations contained in the Agreement. You acknowledge that the receipt and/or use of Tokens and Token Grouping may require the use or upgrading of certain terminals and/or equipment or new message specifications (which shall be at your sole expense) and may not be supported on all terminals/equipment.

e. Merchants and Provider Assumption of Risk, Responsibility and Other Obligations. You bear all risk and responsibility for complying with the Operating Regulations related to the Cardholder Authorizations, including card not present transactions, recurring billing, and Cardholder consent and authorization for card-on-file use related to the Token Grouping, use of Tokens, and for conducting your own due diligence regarding the fitness of the Provider services for a particular purpose and do hereby represent, warrant and agree that it will comply at all times with Operating Regulations, Laws, and PCI DSS. Your use of the Provider services is at your own risk and you shall be solely responsible for all authorized or unauthorized use of such Provider services including but not limited to the unauthorized use of such services whether by you, Provider, a member of the Merchant Group, or each of such parties' employees, agents, or representatives.

f. Account Monitoring; Security. We may monitor the credit and debit card transactions processing activity received from the Merchant Group and investigate unusual or suspicious activity, provided, that in no event do we assume any responsibility to discover any possible breach of your or your Provider's security or misuse of the Provider services. We shall have the right to inspect your operation, system and websites used by you or your service providers to verify your compliance with security obligations. We may discontinue acceptance of the card transactions processing activity from the Token Grouping and/or provision of the tokenization service immediately at any time without advance notice to you or your Provider.

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

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

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

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

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

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

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

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

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

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

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

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

5. **Chargeback Service Fee**.

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

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

6. Additional Services or Expenses.

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

7. Store and Forward Service.

The Store and Forward service is a secondary, offline option of credit card acceptance enabled typically in the event of internet connectivity down-time. Store and Forward may be applicable as a temporary solution for businesses needing to accept payments in environments without access to the internet, such as trade shows or farmer's markets. Optionally, businesses sometimes elect to process offline transactions with a working internet during times of peak business demand. When Store and Forward is enabled, it allows merchants to store transactions offline until either internet connectivity has been restored or the business need subsides. Offline transactions are then forwarded to Processor for a valid card issuer authorization. From the cardholder's perspective, the transaction flow is unchanged, yet the important distinction for the merchant is that the transaction is not authorized in real time and may in fact decline when forwarded. Where there are benefits to this functionality in maintaining transaction up-time especially during times of internet uncertainty, there are also risks and an assumption of liability by you which need to be carefully considered as set forth below in this section. You understand and agree that use of the Store and Forward Services is dependent on the point of sale system configuration and capabilities for the processing of such service transactions which you are solely responsible. Further, with regard to the Store and Forward services, it is important that you and your point of sale service providers and integrated software vendors understand and agree that there are inherent risks when not obtaining an authorization at the time of the transaction and those risks, between you and us, rest solely on you. Transactions processed via Store and Forward are high risk and may be declined, error out, or otherwise fail to process when forwarded to us. When enabling Store and Forward, you accept full liability for all transactions, whether or not an authorization approval code is received, including loss of revenue due to declined or failed transactions, chargebacks, and losses, fees, fines, and penalties related to transactions processed via the Store and Forward application. Further, we are not liable to you in the event the transaction data is not stored within the point of sale device for any reason. We make no warranty, expressed or implied, with respect to servicing, processing, or acceptance of Store and Forward transactions and you assume all liability when using or otherwise accepting to process in a Store and Forward/offline manner.

8. FastAccess™ Funding Service.

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

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

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

i. Limits. The per transaction limit applicable to the FastAccess Services is $15,000.00. Daily limits also apply.
ii. Limitations on Availability of FastAccess Service. FastAccess Services is not supported by all Card issuers.
iii. Changes to or Removal of Attributes, Requirements, and Functionality. Visa, Maestro, and Processor may at any time change or remove any of the attributes, requirements, and functional specifications related to the OCT and FastAccess funding program or withdraw such services entirely.
iv. Default Settlement and Suspension of Service. Transactions that do not meet the requirements, exceed the limits, or are otherwise not settled via the FastAccess Services shall route your settlement via the normal ACH Card transaction settlement solution under the Services. The trigger of certain limits or limitations may suspend the use of the FastAccess Services.

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

9. Virtual Terminal Service.

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

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

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

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

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

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

a) Direct / iQ

(i) Enterprise Subscription License Fee	$50.00 / month / User ID used *

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

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

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

(iii) Data Edge:

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

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

Commissioners Court - Regular Session **28.**

Meeting Date: 12/08/2020

River Ranch Printer Copier Lease

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 a copier lease with TLC Customized Solution for the Williamson County River Ranch, in the amount $240.01 per month, pursuant to BuyBoard Contract #616-20.

Background

Approval of this lease will support the operations of the Williamson County River Ranch Park. New lease term is for 60 months, effective 12/1/20. The copier is priced at $240.01 per month, includes overages rate on black & white at $.015 and professional color $.07. The expenditure will be charged to 01.0100.3107.004621. Point of contact will be Alejandra Urista.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 09:09 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:24 AM
Form Started By: Andrew Portillo		Started On: 12/01/2020 10:05 AM
Final Approval Date: 12/03/2020		

Buy Board # 616-20

December 1st, 2020

Location: River Ranch
194 Reveille Way Liberty Hill, TX 78642

TLC Customized Solution

Recommended Equipment

Qty	Model
1	**Sharp MX-3051** **30 PPM Color Printer/Copier/Color Scanner**
	• 10.1-inch touchscreen • 100-sheet reversing document feeder • PCL & Postscript • Color Consistency feature • End-of-lease Security • Scans 80 ipm



New Solution Pricing

Monthly Total- Includes 2,200 B/W & 1000 Color	
60 MONTH Lease Total	**$240.01**
B&W RATE PROFESSIONAL COLOR *Overages are the same rate *does not include paper	**.015** **.07**

- ***Service & Supply Agreement includes all Parts, Labor, Travel and Supplies (excluding paper & staples)***
- ***4-Hour Response Time Guarantee***
- ***Loaner/Replacement Program***
- ***Automated Reporting of Meters, Toner Orders and Error Codes***

***Lease Paid for 90 Days if you decide to go with the 60-month lease**

*** Delivery, Installation and Training are Included**

Shay Mata|Cell: 512-731-0561
smata@tlcofficesystems.com
Sr. Account Executive

TLC Office Systems
The Leader's Choice

CONFIDENTIAL INFORMATION
This quote is good if signed by December 31st.

Commissioners Court - Regular Session **29.**

Meeting Date: 12/08/2020

Emergency Response Property Damage Restoration (Belfor)

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 agreement between Williamson County and Belfor USA Group, Inc. to provide emergency response services per the price sheet attached and authorizing execution of the agreement.

Background

The purpose of this agreement is to establish the basis upon which Belfor will provide to Williamson County any emergency services, restoration services, mitigation services or reconstruction services in the case of an emergency. Point of contact is Christi Stromberg. Funding sources are coming from 01.0100.0509.004500 and 01.0100.0509.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 09:13 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:26 AM
Form Started By: Andrew Portillo		Started On: 12/01/2020 01:02 PM
Final Approval Date: 12/03/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
SERVICES CONTRACT
(Emergency Response
Property Damage Restoration)
(Buyboard # 591-19)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Belfor Usa Group, Inc.** (hereinafter "BELFOR USA"). Customer agrees to engage BELFOR USA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. BELFOR USA Service Agreement (Basic Plan);
B. This Williamson County Addendum;
C. BuyBoard Contract #591-19; and
D. Any necessary insurance certificates.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

II.

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

III.

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

IV.

Good Faith: BELFOR USA agrees to act in good faith in the performance of the contract relevant to this addendum.

V.

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

VI.

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 fourteen (14) 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.

VII.

Right to Audit: BELFOR USA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books,

documents, papers and records of BELFOR USA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. BELFOR USA agrees that Customer shall have access during normal working hours to all necessary BELFOR USA 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 BELFOR USA reasonable advance notice of intended audits. In no circumstances will BELFOR USA be required to create or maintain documents not kept in the ordinary course of BELFOR USA's business operations, nor will BELFOR USA be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

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

IX.

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.

X.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	BELFOR USA:
_____	Paul Suchowski
Authorized Signature	Authorized Signature
Date:_____, 2020	Date: November 5, 2020

contractworks

RED ALERT® Service Agreement –Basic Plan

This **RED ALERT®** AGREEMENT by and between BELFOR USA GROUP, INC. ("BELFOR"), a Colorado Corporation, with Corporate Headquarters located at 185 Oakland Avenue, Suite 150, Birmingham, MI 48009 and Williamson, County, Texas, whose address is 100 Wilco Way, Suite P101, Georgetown, TX 78626 ("Client") is entered into upon the following terms and conditions.

1. The purpose of this Agreement is to establish the basis upon which BELFOR will provide to Client any **RED ALERT®** emergency services, restoration services, mitigation services or reconstruction services ("Services").
2. Upon execution of: (1) this **RED ALERT®** Service Agreement and (2) a **RED ALERT®** Work Authorization, (Exhibit "A") Client is deemed an Emergency Client and authorizes BELFOR to respond to a loss for the Client in accordance with the terms of this Service Agreement.
3. Client intends to waive all standard procurement procedures in order to accommodate the emergency nature of the Services and to mitigate any further loss.

BELFOR Contact:

Name: Scott Lindeen

Phone Number: (512) 610-3015

Address: 11525-B Stonehollow Dr., Suite 235, Austin, TX 78758

Email: scott.lindeen@us.belfor.com

Client Contact:

Name: _____

Phone Number: _____

Address: _____

Email: _____

The parties hereto understand and agree to the terms and conditions of this Agreement, acknowledge the receipt and sufficiency of mutual consideration contained herein, and Client declares that they are authorized to bind their company into this Agreement, and only a BELFOR Officer is authorized to sign.

BELFOR USA GROUP, INC.

Paul Suchowski
Signature by an Officer of BELFOR USA

Paul Suchowski, Controller
Name and Title

11/03/2020
Date

CLIENT: Williamson County, Texas

Signature

Name and Title

Date

1. Service Plan Term

This Agreement is binding upon full signing hereof (the "Effective Date"), and shall continue for a period of exactly three (3) years from such date. Either party may terminate this Agreement by providing thirty (30) days written notice. If this Agreement is not terminated during the first three-year term, the Agreement will continue in full force and effect for consecutive terms of three (3) years each. Any termination request must be made in writing to the other party.

2. Definitions

Basic Plan: Should any loss occur, insured or otherwise, BELFOR shall provide Basic Level RED ALERT® Clients with emergency services prior to any other potential or existing BELFOR client that is not classified as a Premium Plus Level RED ALERT® Client. BELFOR reserves the right to prioritize response to Clients within the same class at its sole discretion. After receiving an initial response from BELFOR, or if Client declines, or fails, to notify BELFOR that such Client requires an immediate response for a property BELFOR reserves the right to initiate a response to other Clients.

3. BELFOR Obligations

BELFOR shall use best efforts to respond as immediately as possible from the time they are contacted by Client.

4. Client Obligations

Upon the occurrence of a loss, immediately notify BELFOR of any Property, in need of a response by using the 24-Hour Hotline. Shortly after contacting BELFOR, Client shall expeditiously set up its accounting system, and discuss with its insurer the requisite information, in order to facilitate payment to BELFOR for services under this Agreement.

5. Payments & Invoicing

All charges on invoices presented by BELFOR are based upon the "BELFOR Rate and Material Schedule" (attached as Exhibit "B") or by other Agreements signed between BELFOR and the Client, and will be paid no later than 30 days from the receipt of invoice by the Client unless Client disputes any amount charged in writing and the dispute is grounded in good faith and Client's reasonable judgment. In the event of any such dispute, Client shall pay the undisputed portion in accordance with the foregoing and the parties shall seek to resolve the disputed amount as soon as reasonably practicable. Notwithstanding the foregoing, BELFOR's payment will not be affected by disputes between the Client and its insurer or dependent upon the insurer's payment or approval of BELFOR's invoices or charges. The Client assigns to BELFOR its right, title and interest in any and all insurance proceeds to the extent required to cover payment for work performed. Notwithstanding the foregoing, the Client is ultimately liable for any charges for work performed under this Agreement. BELFOR reserves the right to allow prices changes upon thirty (30) days notice to the Client.

Interest on any unpaid balance shall be charged at the rate of 1.5% per month. If payment is not timely made, on submitted invoices, BELFOR reserves the right to cease any work, whether present or future, until BELFOR is fully paid, including interest, for services performed.

6. Indemnification

To the fullest extent permitted by law, BELFOR shall indemnify and hold harmless the Owner, and the Owner's officers, directors, members, agents, and employees, from all claims for bodily injury, death, and property damage (including reasonable attorney fees and court costs) to the extent caused by the negligent acts or omissions of BELFOR, its subcontractors, or anyone employed by either one of them for whose acts they may be liable. BELFOR shall be entitled to reimbursement of any defense costs paid above BELFOR's percentage of liability for the underlying claim. To the fullest extent permitted by law, Owner shall indemnify and hold harmless BELFOR, and BELFOR's officers, directors, members, agents, and employees, subcontractors or anyone employed by any of them for whose acts any of them may be liable from all claims for bodily injury and property damage (including reasonable attorney fees and court costs and expenses) to the extent caused by the negligent acts or omissions of Owner, or Owner's officers, directors, members, agents, employees, and subcontractors. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim. Except for obligations to make payment under this agreement, in no event shall either party be liable the other party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, any breach of this agreement, regardless of (a) whether such damages were foreseeable, (b) whether or it was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In no event shall BELFOR's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to BELFOR under this Agreement in the twelve-month period preceding the event giving rise to the claim. BELFOR shall have no liability for, and shall be indemnified and held harmless from and against, all claims, damages, liabilities, and costs arising out of or relating to the presence, discovery, or failure to discover, remove, address, remediate or cleanup environmental or biological hazards including, but not limited to, mold, fungus, hazardous waste, substances or materials, or asbestos unless contracted on a Red Alert® Work Authorization to perform hazmat discovery, mold remediation or abatement services.

7. Insurance

BELFOR shall, during the performance of this Agreement, maintain the appropriate and customary insurance coverages with insurers in good standing and authorized to do business under the laws of the State(s) where performance occurs.

8. Assignment

Neither the Client nor BELFOR may assign or otherwise transfer its rights, obligations, and/or duties under this Agreement without the prior written consent of the other unless those assignments are to subsidiaries, affiliates or other owned company. Any prohibited assignment is void. Nothing contained in this Article shall be deemed or construed to prevent BELFOR from subcontracting out all or a portion of the services provided hereunder, provided, however, that in such event, BELFOR will remain ultimately responsible for the delivery of the services set forth herein and in any Work Authorization.

9. Warranty

BELFOR warrants to Client that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; that all labor, installation, materials and equipment used or incorporated into the Work will be of good quality, installed in a good and workmanlike manner, and free from defects;and the Work will conform with the requirements of this Agreement and all applicable codes. The foregoing Warranty shall commence on the date of the project's completion and continue for a period of one (1) year. If required by Client, BELFOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. BELFOR's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by BELFOR, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. All warranties are contingent upon full and final payment to BELFOR.

10. Regulatory Compliance, Permits & Safety

BELFOR and its employees, agents, and subcontractors will comply with all federal, state and local laws, rules and regulations applicable to this Agreement or to the performance of services rendered hereunder. BELFOR will secure and pay for any and all permits and licenses required in the performance of the services. BELFOR will abide by all local, OSHA and federal safety laws. BELFOR shall take all necessary precautions for the safety of its employees and all other persons who may be affected by their work.

11. Force Majeure

BELFOR cannot be held liable for not meeting its obligations under this Agreement or Work Authorization due to circumstances that prevent BELFOR from performing under this Agreement. Those circumstances include but are not limited to: acts of war, local quarantine or evacuation order, acts of God, continuing severe weather, order by court or governmental authority or other circumstances beyond BELFOR's control. Under such circumstances, BELFOR will promptly notify you as a RED ALERT® Client on a priority basis when such conditions make it impossible or impractical to respond.

12. Attorney's Fees

The prevailing party to any legal action or extra-judicial proceeding relating to this Agreement shall be entitled to recovery of its reasonable attorney's fees, costs, expert fees and other reasonable expenses incurred. The determination of the "prevailing party" shall be based upon the party who prevails upon the matters actually litigated and shall not be determined solely based upon the party receiving a net monetary recovery.

13. Survival

The provisions of this Agreement, which by their nature survive termination of this Agreement or final completion thereof, including, without limitation, all warranties, indemnities and payment obligations shall remain in full force and effect after final completion or any termination of this Agreement.

14. Entire Agreement

This Agreement, its Exhibits, and the RED ALERT® Work Authorization are the final, full and complete agreement between the Client and BELFOR with respect to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the parties are superseded. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

15. Governing Law

This Agreement will be interpreted and enforced under the law where the Work was performed without regard to laws of any other jurisdiction.

16. Jurisdiction of Work.

The Work performed under this Contract is limited to the continental U.S. Owner acknowledges and agrees to enter into a separate country specific annex, agreement, or work authorization for any Work to be performed outside of the continental U.S.

EXHIBIT A
RED ALERT® Work Authorization

The following **RED ALERT®** client authorizes BELFOR to proceed:

_____

RED ALERT® Client Name

represents that they are authorized signors for the hereinafter specified property (and/or its contents) and hereby authorize and direct BELFOR USA Group Inc. ("BELFOR") to provide all labor, equipment and materials required to properly repair the specified real property, structure or contents commonly known as (the loss location):

_____

Address City State Zip

BELFOR agrees to perform work as specified under the **RED ALERT®** Service Agreement executed between the companies. If a Pre-incident Site Assessment Plan (under the Premium Plus Plan) has been agreed to in writing for this location, it will also be part of this agreement and BELFOR will be authorized to proceed with its implementation. BELFOR is authorized to proceed with the following work (or work described as attached):

_____

_____

_____

_____

The undersigned parties agree to this Work Authorization and BELFOR will proceed accordingly,

_____ _____

BELFOR Manager **RED ALERT®** Client

_____ _____ _____ ____/____/____

Insurance Company **RED ALERT®** Plan **RED ALERT®** No. Date of Authorization

General Conditions

In the event that Client and BELFOR do not enter into a contract as described above, BELFOR shall invoice Client for all work performed hereunder plus any associated costs, all in accordance with the terms of the **RED ALERT®** Service Agreement payable in 30 days. Client agrees to pay BELFOR's invoice. This Agreement is not binding upon BELFOR unless the Client is in current good standing with BELFOR and the terms of the **RED ALERT®** Service Agreement. If for any reason the amount due under this Work Authorization is not paid when due, BELFOR shall be entitled to its expenses and attorneys fees incurred in the enforcement of this agreement with interest on the unpaid balance at the rate of 1.5% per month or the rate prescribed by law. BELFOR is not liable for any Public Adjuster fee. In the event of a conflict, the terms of the **RED ALERT®** Service Agreement will govern.

RATE AND MATERIALS SCHEDULE FOR INVOICING (Exhibit B)

Effective Date: April 2020

BELFOR PROPERTYRESTORATION

§ I. **RATES AND INVOICE CONDITIONS**

CODE	ITEMIZED SCHEDULED LABOR CLASSIFICATIONS		REGULAR RATE / HR
PROJECT MANAGEMENT:[1,3]			
APM	Assistant Project Manager		$ 73.00
PM	Project Manager		$ 108.00
PE	Project Estimator		$ 117.00
SPM	Senior Project Manager		$ 133.00
PC	Project Coordinator		$ 162.00
GENERAL CLASSIFICATIONS:[1,2,3]			
GL	General Labor		$ 36.00
AA	Administrative Assistant		$ 40.00
LF	Labor Foreman		$ 41.00
MS	Mobilization Support		$ 44.00
TD	Truck Driver		$ 52.00
DMT	Demolition Technician		$ 52.00
RCO	Resource Coordinator	(Supply Technician)	$ 54.00
PA	Project Auditor	(Documentation Clerk)	$ 59.00
EO	Equipment Operator		$ 62.00
HSO	Health & Safety Officer		$ 92.00
RESTORATION SERVICES (General):[1,2,3]			
RT	Restoration Technician		$ 54.00
RS	Restoration Supervisor		$ 59.00
DT	Dehumidification Technician		$ 70.00
MT	Mold Technician	(Remediation Technician or Supervisor)	$ 70.00
RECONSTRUCTION SERVICES:[1,2,3]			
PT	Painter		$ 67.00
DP	Drywall Installer/Finisher		$ 73.00
CR	Carpenter	(Framer/Finish)	$ 78.00
TF	Trade Foreman	(Commercial Supervision)	$ 81.00
TECHNICAL SERVICES:[1,2,3]		**(Dehumidification, Documents/Media, Electronics, HVAC, Machinery, Mold)**	
TN	Technician		$ 75.00
TS	Technical Specialist		$ 83.00
TL	Team Leader		$ 95.00
TMR	Technician, Machinery Rebuild		$ 102.00
SEMICONDUCTOR SERVICES:[1,2,3]			
DTA	Decon Technician Assistant		$ 70.00
DC	Decon Technician		$ 83.00
DTL	Decon Team Leader		$ 95.00
DE	Decon Engineer		$ 164.50
ENVIRONMENTAL SERVICES:[1,2,3]			
HT	Hazmat/Asbestos Technician		$ 70.00
HLT	Hazmat/Asbestos Lead Technician		$ 78.00
HEO	Hazmat/Asbestos Equipment Operator		$ 83.00
HS	Hazmat/Asbestos Supervisor		$ 91.00
HPM	Hazmat/Asbestos Project Manager		$ 108.00
CONSULTING SERVICES:			
CVP	President & Vice President		$ 225.00
CSC	Senior Consultant		$ 185.00
CCE	Consultant / Consulting Estimator		$ 145.00
CWP	Clerk of the Works-Production Person		$ 100.00
CAD	Administrative		$ 55.00
COC	Outside Consultants		Actual Billing + 10%
CLG	Deposition, Legal Work, & Court Testimony	see section **I.IV Consulting Expenses**	$ 300.00
CFE	Appraisal & Umpire fees		$ 300.00

[1] ***In New York City, Cape Cod, Martha's Vineyard, Nantuckett, AK, HI, Latin America, and the Caribbean, a multiplier of 1.35 will be applied to the regular hourly rate. Note: The NYC rate applies to a seventy five mile radius from the borough of Manhattan and all of Long Island.***

[2] ***In the states of CA and WA a multiplier of 1.25 will be applied to the regular hourly rate.***

[3] ***Work performed in the Washington D.C. Metropolitan area is entitled to an additional 5% markup that will be applied to the total of all scheduled labor, scheduled equipment, scheduled consumables and 5% will be added to the markup for all vendors, unscheduled equipment, unscheduled material invoices.***

§ I.II **LABOR CALCULATION POLICY**

The guidelines for labor invoicing are as follows: The first eight hours worked on any scheduled shift Monday through Friday will be charged at the regular hourly rate. Any hours worked in excess of eight hours on any scheduled shift Monday through Friday will be charged at 1.5 times the regular hourly rate. All hours worked on Saturday and Sunday will be at 1.5 times the regular hourly rate. All hours worked on Holidays (see §I.III Item 4 for recognized holidays) will be charged at 2 times the regular hourly rate. OT applies to all labor classifications regardless if salary or hourly.

After Hours Emergency Services: In the event that BELFOR personnel are required for emergency services after normal BELFOR business hours (Weekdays 5:00 p.m.-7:00 a.m.), 1.5 times the regular hourly rate will be charged.

§ I. RATES AND INVOICE CONDITIONS

§ I.III LABOR CONSIDERATIONS

1). Work performed under a particular contract that is subject to Federal and State wage and hour laws, prevailing wages, and/or collective bargaining agreements may require negotiated changes to the above stated rates. If necessary, adjustments will be made to the hourly rates and other labor provisions.

2). When circumstances beyond our control require BELFOR personnel to stand-by at the job site, a minimum stand-by charge of 6 hours at the regular hourly rate (no overtime) will be charged.

3). National holidays recognized by BELFOR for rate (not payroll) purposes are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

4). The hourly Scheduled Labor rates will be charged portal to portal for all BELFOR personnel, labor subcontractors, and subcontractors fulfilling any Labor Classifications.

5). If a meeting is requested by the client that involves travel BELFOR will bill for travel expenses at documented cost plus 15%.

§ I.IV CONSULTING EXPENSES

1). Reproduction of actual drawings at actual cost
2). Automobile mileage at IRS approved rate, tolls at cost with receipts over $25.00
3). Overnight mail is priced at $14.70/small package, $29.40/large package
4). Photographs at $1.00 per picture for standard size
5). Color copying at $1.00 per page or actual cost if Kinko's or other service
6). Airfare, hotels, rental car rates and other travel expenses are billed at cost + 15%
7). Daily per diem rate at $55.00 a day/based on (8) hour day

Note: *Fees for deposition and trial appearances are for a minimum eight-hour day @ $300/hr for all consultants

§ II. SCHEDULED EQUIPMENT CHARGES (see § II.I Itemized Scheduled Equipment)

1). The Daily Rental Rate is charged for each calendar day equipment is utilized on a project, whether a partial day or complete day.

2). Small Tools Charge: Items such as shovels, ladders, demolition carts, extension cords, small hand tools, etc..., which are provided by BELFOR but are not included in the Scheduled Equipment list will be charged at 3% of total labor charges for all hands-on personnel (EO, GL, LF, RT, RS, DTA, DC, DTL, DMT, DT, MT, PT, DP, CR, TN, TS, HT, HLT, HEO). Any specialty items purchased for a project may be charged as per Section IV.

3). The Safety Equipment Packages (Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.

4). During the course of performance of the work BELFOR may add additional equipment to the schedule.

§ III. SCHEDULED CONSUMABLES (see § III.I Itemized Scheduled Consumables)

1). Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost plus Contractor's 10% Overhead / 10% Profit (21%).

2). During the course of performance of the work BELFOR may add additional consumables to the Rate Schedule.

3). BELFOR reserves the right to change the unit rate of scheduled consumables affected by market conditions.

4). Scheduled consumables are charged on a "per unit" basis whether consumed by the unit or not.

§ IV. VENDORS, UNSCHEDULED MATERIALS & UNSCHEDULED EQUIPMENT

1). Contractor's 10% overhead plus 10% profit (21%) will be added to the total of all documented costs for Unscheduled Materials, Unscheduled Equipment, and Subcontractors / Vendors (including DUCTZ HVAC and BELFOR Environmental Services) who are not fulfilling a scheduled Labor Classification.

§ V. REIMBURSABLES

1). Contractor's 15% mark-up will be added to the total of all reimbursables.

2). Standard per diem rates are $55 per person per day (2019 GSA base rate). The 1.35 multiplier will be applied for NYC, Cape Cod, Martha's Vineyard, Nantucket, AK, HI, Latin America, and the Caribbean ($74.25). The 1.25 multiplier will be applied for CA and WA ($68.75). Per Diem will be charged for all traveling personnel in **§ I. Itemized Scheduled Labor Classification**. BELFOR charges this daily rate whether the per diem is paid directly to the person, is charged to BELFOR as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.

3). Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.

4). BELFOR shall be reimbursed for travel expenses (airfare, lodging, rental cars, per diem) for personnel at documented costs plus markup (see item

5). Lodging will be charged in accordance with the published GSA lodging allowance in effect at the time of the stay (https://www.gsa.gov/travel/plan-book/per-diem-rates/) plus applicable fees and taxes. As is the case with the Federal Travel Regulations, actual expense reimbursement is allowed when the lodging allowance is insufficient to meet the necessary expenses.

6). An optional methodology for lodging charges is to apply a lodging allowance as follows: Lodging may be charged at the average nightly rate of up to three hotels that house project personnel (BELFOR and/or subcontractors). The full average nightly rate will be charged for single occupancy and 50% of the average nightly rate per person will be charged for double occupancy.

§ VI. DOCUMENT DRYING AND RECOVERY SERVICES

Freeze drying charges will range from $45 to $85 per cubic foot based on the volume of documents to be dried, the type of document (bound or loose paper), and the moisture saturation.

The above rates represent the charges for freeze drying only. Labor, equipment, materials and other document treatments performed will be billed in accordance with the rates herein and any project specific quotations.

Other recovery service charges will be determined per job, based on the following relevant factors:

* Nature of Damage * Degree of soot/char * Intended Use of Document * Moisture Saturation * Mold Contamination * Odor

Because the type and level of contamination may vary so greatly and thus affect the resultant recovery protocol required, these additional services will be quoted after examining a sample of the affected documents.

§ VII. CAT CONSIDERATIONS (Based on Property Claim Services assigning a CAT Serial Number)

1). A 6% fee will be added to the total of each invoice. This fee will cover all of the indirect charges that must be allocated to each job in the CAT. Examples of these charges would be CAT management, CAT office, admin support, warehousing, etc...

§ VIII. BILLING AND PAYMENT

1). Invoices generated in accordance with the BELFOR Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there are any disputed charges on any invoice these should be clearly identified in writing within 30 days and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1% per month or 2) as specified in the terms and conditions of the applicable contract.

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

§ II.I

ITEMIZED SCHEDULED EQUIPMENT [3]

EQUIPMENT DESCRIPTION	UNIT	RATE
AIR MOVERS/COMPRESSORS/ACCESSORIES		
Air compressor, gas/electric	Ea / Day	$ 41.00
Air compressor, tow behind	Ea / Day	$ 130.00
Air movers/carpet blowers	Ea / Day	$ 33.00
Octidry Bag or Direct it In (attachment)	Ea / Day	$ 33.00
Injectidry Unit	Ea / Day	$ 144.00
Manometer	Ea / Day	$ 91.00
BLAST/POWER WASH UNITS		
Blasting Unit, Agri/Soda	Ea / Day	$ 713.00
Dry Ice Blaster w/Accessories	Ea / Day	$ 1,071.00
Soda Blaster	Ea / Day	$ 1,063.00
Washer, High Pressure (cold)	Ea / Day	$ 110.00
Washer, High Pressure (hot)	Ea / Day	$ 137.00
CLEANING/VACUUMS/EXTRACTION		
Buffer, Floor	Ea / Day	$ 41.00
Carpet Cleaning Machine	Ea / Day	$ 83.00
Dry Cleaning Unit (portable)	Ea / Day	$ 157.00
Extraction Unit (portable)	Ea / Day	$ 171.00
Extraction Unit (Truck or Trailer mount)	Ea / Day	$ 618.00
Floor cleaning system (walk behind)	Ea / Day	$ 261.00
HEPA Filtration Unit / Air Scrubber	Ea / Day	$ 156.00
Ion Air Cleaning System	Ea / Day	$ 52.00
Steam Cleaner (Trailer)	Ea / Day	$ 267.00
Upholstery Machine/Lady Vac (steam cleaner)	Ea / Day	$ 69.00
Vacuum, HEPA	Ea / Day	$ 100.00
Vacuum, Insulation Machine	Ea / Day	$ 99.00
Vacuum, Upright, Wet/Dry or Canister	Ea / Day	$ 38.00
Zip Poles, Set of 6	Ea / Day	$ 30.00
LIGHTS		
Light, Balloon	Ea / Day	$ 121.00
Light, Tower Mobile (400 WT diesel)	Ea / Day	$ 171.00
Light, Wobble (37 inches)	Ea / Day	$ 48.00
MISC.		
Heat Gun, Shrink Wrap	Ea / Day	$ 83.00
Ride on Flooring Stripper (includes blades)	Ea / Day	$ 1,320.00
Saw, Demo	Ea / Day	$ 117.00
Saw, Kett	Ea / Day	$ 39.00
X-Ray Dryer	Ea / Day	$ 171.00
X-Ray Separation Tank	Ea / Day	$ 514.00
ODOR CONTROL/DISINFECTION		
Fogger, Commercial	Ea / Day	$ 124.00
Fogger, ULV / Thermal (electric)	Ea / Day	$ 44.00
Ozone Generator	Ea / Day	$ 137.00
Smoke Machines (small)	Ea / Day	$ 110.00
Vapor Shark	Ea / Day	$ 44.00
POWER		
Electrical Distribution (Spider Box)	Ea / Day	$ 83.00
Generator (portable)	Ea / Day	$ 137.00
PUMPS		
Pump, Sump / Flood	Ea / Day	$ 38.00
Pump, Trash with Hose, 2"	Ea / Day	$ 153.00
DRYING/TEMP/HUMIDITY CONTROL		
Moisture Meter	Ea / Day	$ 23.00
Camera, IR	Ea / Day	$ 25.00
Dehumidification, Dehumidifier -100 to 140 AHAM Pints	Ea / Day	$ 150.00
Dehumidification, Desiccant -500/600 cfm	Ea / Day	$ 446.00
Dehumidification, Desiccant -2000/2250 cfm	Ea / Day	$ 627.00
Dehumidification, Desiccant -3500 cfm	Ea / Day	$ 1,105.00
Dehumidification, Desiccant -5000-6000 cfm	Ea / Day	$ 1,497.00
Dehumidification, Desiccant -10000 / 12000 cfm	Ea / Day	$ 2,352.00
Dehumidification, Desiccant -15000 cfm	Ea / Day	$ 4,036.00
Dehumidification, Desiccant -25000 cfm	Ea / Day	$ 6,388.00
Dehumidification/Cooling -1 Ton Spot Cooler	Ea / Day	$ 178.00
Dehumidification/Cooling -DX Unit -20 / 30 ton	Ea / Day	$ 1,425.00
Dehumidification/Cooling -DX Unit -60 / 70 Ton	Ea / Day	$ 2,246.00
Dehumidification/Cooling - Chiller 100 to 400 Ton	Ton / Day	$ 29.00
Dehumidification, Heater -20 KW	Ea / Day	$ 176.00
Dehumidification, Heater -50 KW	Ea / Day	$ 393.00
Dehumidification, Heater -100 KW	Ea / Day	$ 535.00
Dehumidification, Heater -150 KW	Ea / Day	$ 641.00
Dehumidification, Heater, Indirect Fired up to 500,000btu + fuel	Ea / Day	$ 1,033.50
Heater, Electric -1500 watt	Ea / Day	$ 17.00
Heater, Propane/Torpedo-direct fired + fuel	Ea / Day	$ 61.00
Electrostatic Sprayer	Ea / Day	$ 150.00

EQUIPMENT DESCRIPTION	UNIT	RATE
TRUCKS, VEHICLES, TRAILERS (rate does not include fuel)		
BELFOR Command Center	Ea / Day	$ 550.00
Mobile Office	Ea / Day	$ 72.00
Mobile Warehouse (Trailer Only)	Ea / Day	$ 171.00
Trailer, Freezer	Ea / Day	$ 165.00
Truck, Dump Service (Pickup Truck)	Ea / Day	$ 105.00
Truck, Dump-Trip Charge	Ea / Day	$ 165.00
Truck, Moving/Box/Board up	Ea / Day	$ 171.00
Truck (Cab) or Trailer (Flatbed, Transfer, etc)	Ea / Day	$ 137.00
Vehicle, Pickup, SUV or Car	Ea / Day	$ 76.00
Vehicle, Truck 1 Ton 4x4 Lift gate	Ea / Day	$ 182.00
Vehicle, Van (1 per 10 Passenger or Cargo)	Ea / Day	$ 124.00
DUMPSTERS & STORAGE		
Dumpster, 20 yd (max weight 4 Tons)	Per Load	$ 605.00
Dumpster, 30 yd (max weight 6 Tons)	Per Load	$ 770.00
Dumpster, 40 yd (max weight 8 Tons)	Per Load	$ 935.00
BELFOR Pods 8'x7' 12' x 7'	Per Month	$ 259.00
BELFOR Pods (set up & breakdown)	Per Pod	$ 330.00
Storage Vaults	Per Month	$ 138.00
ELECTRONICS / MECHANICAL		
Cart, Electronic Decontamination	Ea / Day	$ 69.00
Cleaning Room, HEPA filtered	Ea / Day	$ 1,076.00
Crane, A-Frame (1 ton)	Ea / Day	$ 153.00
Crane, Overhead (2 Ton, monorail 38 feet)	Ea / Day	$ 850.00
Decon Room	Per Project	$ 567.00
DI Water System	Ea / Day	$ 44.00
Documentation Kit (digital camera/photo printer)	Ea / Day	$ 76.00
Electrical Distribution (120 Amp Panel)	Ea / Day	$ 206.00
Electrical Test Equipment (Megger, Hi-Pot, Grounding Cables)	Ea / Day	$ 453.00
Electronic Dehumidification Unit/Heating (KHT)	Ea / Day	$ 247.00
Gas Detector, ATI PortaSens II	Ea / Day	$ 337.00
HEPA Filtered Hood	Ea / Day	$ 170.00
HEPA Water Displacement Unit	Ea / Day	$ 103.00
Oven, Convection Drying (ULT)	Ea / Day	$ 481.00
Oven, Vacuum Drying	Ea / Day	$ 685.00
Quality Control Kit, (scientific instruments)	Ea / Day	$ 206.00
Reflectoquant Test Device	Ea / Day	$ 113.00
Sealer, Vacuum	Ea / Day	$ 300.00
Spray Booth with 2 sinks (portable)	Ea / Day	$ 206.00
Sprayer, Airless H.P. (Wagner)	Ea / Day	$ 90.00
Tool Handling Charge	Per Project	$ 510.00
Ultrasonic Bath, Portable	Ea / Day	$ 357.00
Ultrasonic Bath, Bench Top	Ea / Day	$ 206.00
Ultrasonic Dip Line, Industrial Multi-step	Ea / Day	$ 3,702.00
Vacuum, Clean Room	Ea / Day	$ 170.00
Wet Bench (portable)	Ea / Day	$ 207.00
Workstation (table, chair, lights, ESD)	Ea / Day	$ 27.00
ENVIRONMENTAL		
Cascade Breathing Air System	Ea / Day	$ 187.00
Chemical Hose, Hazmat	Ea / Day	$ 249.00
Confined Space Entry System	Ea / Day	$ 227.00
Decontamination Shower/Filter	Ea / Day	$ 159.00
Jerome Mercury Vapor Analyzer	Ea / Day	$ 278.00
Mini-Rae (PID)	Ea / Day	$ 198.00
MSA Passport (O2, LEL, CO, H2S)	Ea / Day	$ 227.00
Personal Sample Pump	Ea / Day	$ 32.00
Pump, Diaphragm 1", Hazmat	Ea / Day	$ 227.00
Pump, Diaphragm 2", Hazmat	Ea / Day	$ 340.00
Self-Contained Breathing Apparatuses (SCBA-30Min)	Ea / Day	$ 159.00
Self-Contained Breathing Apparatuses (SCBA-5Min)	Ea / Day	$ 125.00
Trailer, Emergency Response, Hazmat	Ea / Day	$ 340.00
HVAC		
HVAC, High Volume Tornado System	Ea / Day	$ 105.00
HVAC, Mobile Resource Unit	Ea / Day	$ 171.00
HVAC, Power and Manual Hand Tools	PP/Day	$ 28.00
HVAC, Rotary Brush Duct Cleaning System	Ea / Day	$ 50.00
HVAC, Service Vehicle / Trailer Combo	Ea / Day	$ 137.00
HVAC, High CFM HEPA Vacuum Collection System	Ea / Day	$ 215.00
HVAC Video / Tool Robotic Inspection System	Ea / Day	$ 555.00
HVAC, Viper Duct Cleaning System	Ea / Day	$ 50.00
SAFETY		
Personal Fall Protection (PFP)	PP / Day	$ 9.00
Personal Protection Equipment (PPE)	PP / Day	$ 5.00
Personal Respiratory Protection (PRP)	PP / Day	$ 9.00
Respirator, PAPR	Ea / Day	$ 91.00

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

§ III.I

ITEMIZED SCHEDULED CONSUMABLES [3]

CONSUMABLE DESCRIPTION			UNIT	RATE
BAGS				
Bags, Environmental Trash Bags			Ea.	$ 3.30
Bags, Insulation Machine (Vacuum)			Ea.	$ 34.00
Bags, Trash (each)	3 mil	$ 0.90	6 mil	$ 1.80
CLEANING-GENERAL				
Disinfectant-Bioesque			Gal	$ 45.00
BELFOR-All Natural Citrus Solvent Cleaner			Gal	$ 37.00
BELFOR-All Purpose Cleaner			Gal	$ 12.00
BELFOR-All Purpose Spotter			Gal	$ 25.00
BELFOR-Carpet Rinse & Neutralizer			Gal	$ 20.00
BELFOR-CIF Citrofix Lemon Scent			Ounce	$ 1.10
BELFOR-Concentrated Odor Counteractant & Smoke Elim.			Gal	$ 34.00
BELFOR-Extra Duty Cleaner Degreaser			Gal	$ 19.00
BELFOR-Glass Cleaner			Gal	$ 9.00
BELFOR-Hand Cleaning Wipes			Tub	$ 45.00
BELFOR-Multi-Enzyme Spotter-Deodorizor-Protector			Gal	$ 34.00
BELFOR-Multi-Purpose Restroom Cleaner			Gal	$ 15.00
BELFOR-Oil Preserver			Gal	$ 51.00
BELFOR-Quarry & Hard Tile Cleaner			Gal	$ 19.00
BELFOR-Rug & Upholstery / Traffic & Bonnet Cleaner			Gal	$ 28.00
Adhesive, Remover			Can	$ 16.00
Alcohol, Isopropyl			Gal	$ 87.00
Blocks, Odor Counteractant			Ea.	$ 8.00
Boot Covers, Latex			Per Pair	$ 12.00
Brush, Scrub			Ea.	$ 13.00
Brushes, Pipe			Ea.	$ 34.00
Brushes, Wire	Small	$ 5.50	Large	$ 8.00
Cleaner, Stainless Steel			Can	$ 17.00
Disinfectant, Antimicrobial			Gal	$ 56.00
Fogger, Thermo Deodorizer			Gal	$ 39.00
Mop Heads			Ea.	$ 15.00
Pad, Floor Buffer			Ea.	$ 14.00
Pad, Foam Scrubbing			Pak	$ 57.00
Sponge, Particulate Removal (1.5"x3"x6")			Ea.	$ 4.40
Sponge, Particulate Removal (3/4"x3"x6")			Ea.	$ 2.20
Steel wool			Ea.	$ 1.20
Thinner, Paint/Mineral Spirits			Gal	$ 25.00
Vapor Shark Membrane			Ea.	$ 58.00
Wipes, Cotton Cloth/Workshop Rags			Lb.	$ 6.00
Wipes, Wipe All			Pak	$ 14.00
CONTENTS/PACK-OUT/STORAGE				
BELFOR-Fabric Protector			Gal	$ 44.00
BELFOR-Lemon Oil Furniture Polish			Gal	$ 6.00
BELFOR-Liquid Laundry Detergent			Gal	$ 19.00
BELFOR-Premium Dish Detergent			Quart	$ 7.00
Boxes, Book			Ea.	$ 6.00
Boxes, Dish Pack			Ea.	$ 7.00
Boxes, Slip Covers			Ea.	$ 3.30
Boxes, Wardrobe/Specialty			Ea.	$ 39.00
Cloths, Masslinn			Ea.	$ 1.50
Foam Blocks			Ea.	$ 1.50
Inventory Tags			Ea.	$ 1.50
Tape, Poly Box			Roll	$ 3.30
Wrap, Bubble/Anti Static			Roll	$ 93.00
Wrap, Stretch			Roll	$ 65.00
FILTERS				
Filter, Charcoal (Carbon Activated)			Ea.	$ 72.00
Filter, HEPA			Ea.	$ 254.00
Filter, Pleated			Ea.	$ 23.00
Filter, Poly (Secondary)			Ea.	$ 8.00
SHEETING/PLASTIC/FLOOR PROTECTION				
Duct, Lay Flat (500') with hog rings			Roll	$ 514.00
Plastic Sheeting, 1.5 mil (24 x 200)			Roll	$ 48.00
Plastic Sheeting, 3 mil (20 x 100)			Roll	$ 60.00
Plastic Sheeting, 6 mil (20 x 100)			Roll	$ 90.00
Plastic Sheeting, 6 mil-Fire Retardant / Anti Static (20 x 100			Roll	$ 351.00
Plastic Sheeting, 6 mil-Fire Retardant-Black (20 x 100)			Roll	$ 435.00
Plastic Sheeting, Carpet Protector			Roll	$ 90.00
Ram Board, (38" X 100')			Roll	$ 168.00
Red Rosin Paper (200 ft. roll)			Roll	$ 27.00
Scrim-Fire Rated (60'x100')			Roll	$ 2,716.00
Sticky Mat (26"x32")			Ea.	$ 98.00
SHRINK WRAP				
Strapping, Woven HD			LF	$ 0.10
Tape, Heat Shrink 2"			Roll	$ 18.00
Tape, Heat Shrink 4"			Roll	$ 36.00
Tape, Heat Shrink 6"			Roll	$ 54.00
Wrap, Shrink, 7 mil (45' x 145")			Roll	$ 897.00
Wrap, Shrink, 12 mil (32' x 180")			Roll	$ 1,667.00
TAPE/ADHESIVE				
Adhesive, Spray			Can	$ 8.00
Tape, 2-way (2" x 60')			Roll	$ 33.00
Tape, Barricade-Banner Guard (Caution, Danger, etc...)			Roll	$ 31.00
Tape, Duct (2"x 60')			Roll	$ 8.00
Tape, Global			Roll	$ 27.00
Tape, Painters-blue/red			Roll	$ 9.00
MISC				
Disposable Decontamination Unit			Ea.	$ 458.00
Encapsulant, Antifungicidal			Gal	$ 90.00
Encapsulant, Antimicrobial (Zinsser)			Gal	$ 83.00
Encapsulant, Soot			Gal	$ 48.00
Fasteners, Misc / Lock & Hasp			Ea.	$ 33.00
Floor Dry (40#)			Bag	$ 17.00
Lock Box			Ea.	$ 50.00
Soda, Soda Blaster Material			Bag	$ 39.00
Zipper (containment)			Ea.	$ 13.00

CONSUMABLE DESCRIPTION			UNIT	RATE
ELECTRONICS / MECHANICAL				
BELFOR-AC 14 Alkaline Cleaner 14			Gal	$ 37.00
BELFOR-AC 12 Alkaline Cleaner 12			Gal	$ 51.00
BELFOR-CD 04-C Complex Deruster 04 C			Gal	$ 80.00
BELFOR-CD 13 Complex Deruster 13			Gal	$ 126.00
BELFOR-EC 12 Electronics Cleaner			Gal	$ 33.00
BELFOR-ESL Label Protection Lacquer			Ounce	$ 19.00
BELFOR-FC 10 Energized Cleaner			Gal	$ 908.00
BELFOR-GC General Cleaner			Gal	$ 31.00
BELFOR-HD 01 Hand Deruster 01			Gal	$ 43.00
BELFOR-LP 40 Light Preserver 40			Gal	$ 80.00
BELFOR-MPP Metal Polishing Paste			Ounce	$ 17.00
BELFOR-NC CR Neutral Cleaner CR			Gal	$ 135.00
BELFOR-NK One Step Cleaner and Preserver (electrical)			Pint	$ 14.00
BELFOR-OC24 Organic Cleaner 24			Gal	$ 51.00
BELFOR-OC62 Organic Cleaner 62			Gal	$ 35.00
BELFOR-O-SW Oil Black (Elect. Contacts Only)			Ounce	$ 37.00
BELFOR-PM Polish Milk			Ounce	$ 6.00
BELFOR-SD 02 Sulfide Defroster			Gal	$ 58.00
BELFOR-WP Wax Preserver			Gal	$ 86.00
Nitric Acid, Ultra Pure			Quart	$ 170.00
Apron, Chemical			Ea.	$ 6.00
Arm Sleeves, Chemical			Ea.	$ 4.40
Arsenic Test Kit			Per Test	$ 6.00
Bags, Anti Static			Ea.	$ 4.40
Brady Cards			Ea.	$ 8.00
Brush, Dispersion (Each)	Small	$ 5.50	Large	$ 15.00
Brush, Non Conduct			Ea.	$ 12.00
Chloride Quick Test Strips			Ea.	$ 1.40
Cleaning / Decon Sticks			Ea.	$ 1.50
Non-Conduct Scrubbers, Green (#7447)			Box	$ 31.00
Non-Conduct Scrubbers, Maroon (#96)			Box	$ 86.00
Non-Conduct Scrubbers, White (#98)			Box	$ 52.00
Tape, Clean Room			Roll	$ 27.00
Wipes, Lint Free			Pak	$ 39.00
Wipes, Presaturated IPA/DI			Pak	$ 23.00
Wipes, Standard Clean Room			Pak	$ 32.00
Wipes, Ultra Clean Room			Pak	$ 68.00
ENVIRONMENTAL				
Asbestos Glove Bag			Ea.	$ 37.00
Breathing Air, Type K Bottle			Ea.	$ 61.00
Cartridge, MSA Combination			Ea.	$ 18.00
Protective Suits (Acid)			Ea.	$ 93.00
Protective Suits (Level A, fully encapsulating)			Ea.	$ 1,728.00
Protective Suits (PolyPro Asbestos)			Ea.	$ 9.00
Protective Suits (Saranex Chemical)			Ea.	$ 34.00
Sorbent Boom			Ea.	$ 74.00
Sorbent Pad	Ea.	$ 11.50	Bale	$ 111.00
Sorbent Pillows			Ea.	$ 28.00
DRUMS		**15g**	**30g**	**55g**
Drum, Poly Closed Top	Ea.	$ 46.00	$54.00	$ 77.00
Drum, Poly Open Top	Ea.	$ 50.00	$59.00	$ 84.00
Drum, Steel Closed Top	Ea.	$ 37.00	$44.00	$ 61.00
Drum, Steel Open Top	Ea.	$ 40.00	$52.00	$ 74.00
Drum, Steel Salvage, 85 Gallon			Ea.	$ 185.00
Drum, Poly Overpack, 95 Gallon			Ea.	$ 283.00
Drum, Steel Overpack, 110 Gallon			Ea.	$ 555.00
HVAC				
HVAC Air Blast Nozzle, Replacement			Ea.	$ 55.00
HVAC Air Whip, Multi Head, Replacement			Ea.	$ 72.00
HVAC BBJ Freshduct / Microbiocide			15oz	$ 55.00
HVAC Cleaner Degreaser			Gal	$ 19.00
HVAC Closed Cell Foam Insulation Tape 1/8"x2"x30'			Roll	$ 27.00
HVAC Coil Cleaner			Gal	$ 53.00
HVAC Collection Machine Filters (Pleated & Bag)			Ea.	$ 64.00
HVAC Collection Machine HEPA Filter			Ea.	$ 374.00
HVAC Duct Liner 1" - 3'x100'			Roll	$ 440.00
HVAC Duct Mastic			Gal	$ 32.00
HVAC Encapsulant, Antimicrobial (Foster)			Gal	$ 90.00
HVAC Fiberlock			Gal	$ 79.00
HVAC HEPA Vac Collection Bag & Filter Protector			Ea.	$ 11.00
HVAC HEPA Vac Filters (Dacron Filter Bag & Impaction)			Ea.	$ 66.00
HVAC HEPA Vac HEPA Filter			Ea.	$ 314.00
HVAC Propane Fill Charge			Cylinder	$ 50.00
HVAC Rotary Brush Head, Replacement			Ea.	$ 126.00
HVAC Rotary Brush System, Replacement Core			Ea.	$ 44.00
HVAC Sheetmetal Blank			Ea.	$ 19.00
HVAC Sheetmetal Screw			Box 100	$ 24.00
HVAC Spray Adhesive			Can	$ 26.00
HVAC Unibit			Ea.	$ 90.00
HVAC Vacuum Brush Head - Replacement			Ea.	$ 26.00
SAFETY				
Boots, Chemical PVC			Per Pair	$ 50.00
Dust Mask			Ea.	$ 2.20
Gloves, Cotton (includes liners)			Per Pair	$ 2.50
Gloves, Latex (Surgical)			Box 100	$ 45.00
Gloves, Leather			Per Pair	$ 9.00
Gloves, Nitrile			Per Pair	$ 8.50
Gloves, Nylon Inspection			Per Pair	$ 0.55
Protective Suits (Tyvek)			Ea.	$ 30.00
Respirator, N95			Ea.	$ 12.00
Respirator, P100			Ea.	$ 12.00
Respirator, HEPA + Particulate Replacement Filter			Ea.	$ 40.00
Respirator, HEPA Replacement Pancake Filter			Ea.	$ 9.00

The rates contained in this exhibit are exclusive of federal, state and local sales or use taxes and the costs associated with any applicable federal, state or local approvals, consents, permits, licenses and orders incident to performance of the work.

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

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

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

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

7. **Personal Car Usage**
   - 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
   - 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
     - 7.2.1.1 Date
     - 7.2.1.2 Destination
     - 7.2.1.3 Purpose

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

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

Acknowledged:

BELFOR USA GROUP, INC.

By: Paul Suchowski
975D42FCC81A87AA32AFC1E249B6E249 contractworks

Name/Title: Paul Suchowski, Controller

Date: November 5, 2020

Commissioners Court - Regular Session **30.**

Meeting Date: 12/08/2020

Justice Center Furniture Upgrade

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the change order to Justice Center Furniture upgrade by Sauders Manufacturing Co., as per PO #176064 in the new amount of $41,281.47 (previous PO amount $41,298), pursuant to BuyBoard Contract #584-19 and authorizing the execution of all associated documents.

Background

The PO was initially issued for a higher amount and no signature was required at that time. This change order reduces the total to $41,298 to $41,281.47 and the change order and associated documents now require signatures. Funding Source: 01.0100.1009.004509. Department Contact: Jack Combs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

terms, conditions and change order

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 09:24 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:36 AM
Form Started By: Kerstin Hancock		Started On: 12/01/2020 04:58 PM
Final Approval Date: 12/03/2020		

Terms and Conditions

Exhibit A

CONTACT INFORMATION

Please contact Sauder Worship Seating® with questions or for assistance.

Sauder Worship Seating
930 W. Barre Rd., P.O. Box 230
Archbold, OH 43502-0230
Phone 800.537.1530 | Fax 419.446.4945
sauderworship.com

Sauder Worship Seating is a brand of Sauder® Manufacturing Co.

DEFINITIONS

Company means Sauder® Manufacturing Co., its servants, employees, and agents and includes Sauder® Manufacturing Co; Sauder Worship Seating®; Sauder Education®; Wieland; Butler Human Services®; and any affiliated, predecessor or successor entities.

GENERAL TERMS

EXCLUSIVE CONTRACT TERMS

These Terms and Conditions shall be deemed incorporated as a part of every contract to purchase goods from the Company. By entering into a purchase contract with the Company and accepting delivery of the goods, Purchaser agrees that these Terms and Conditions are the sole and exclusive statement of all such terms and conditions, that the contract is limited to these terms and conditions, and that any different or additional terms and conditions proposed by Purchaser are objected to and shall not become a part of the contract unless expressly accepted by Company in writing.

AUTHORIZED DEALERS

Possession of these terms and conditions, product information and/or price list does not imply the right to purchase products illustrated and priced therein. Sales are confined to accounts with credit approval only. A minimum of 30 percent down payment is required on all orders until credit is established.

APPLICABLE LAW

~~The Contract shall be governed by the substantive laws of the State of Ohio. The sole and exclusive jurisdiction and venue for the enforcement or any rights or obligations relating to the contract or the goods shall be in the Fulton County, Ohio Court of Common Pleas or the United States District Court for the Northern District of Ohio, and the parties consent to the jurisdiction of these courts as a part of this transaction.~~ The Company shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with any action taken by Company to enforce the contract (including these Terms and Conditions).

GOVERNMENT REGULATIONS

Customer shall comply with all applicable governmental laws, codes, and regulations, including building and fire codes applicable to this purchase and including design, type of material and installation arrangements thereof.

PRICES & PAYMENT TERMS

PRICES

Published prices are list, FOB destination, per zone destination. Prices do not account for special delivery situations including the following, which are the responsibility of the Purchaser:

- Dedicated delivery appointments
- Lift gate
- Multiple drops on site per shipment
- Multiple shipments per order (that could be accommodated by one delivery)
- Charges for cartons, packaging, and crating, beyond the normal Company shipping methods
- Storage or insurance claims
- Sales and other taxes
- Local delivery, uncrating, and installation (if applicable)

Prices on Order Acknowledgements are net. Company reserves the right to change prices prior to Order Acknowledgement without notice. Company reserves the right to increase prices by one-half percent per month, or any part thereof, if Purchaser delays delivery of the furniture in excess of 12 weeks beyond the approximate delivery time specified on the original order.

PERFORMANCE BONDS

If a bond is required,the cost shall be 1% of the total Contract. If a bond is not specifically listed on the Contract it is not included. If a bond is purchased, the bond will only cover substantial completion of the project plus one year of the warranty period.

TAXES

All sales are subject to sales tax unless a valid sales tax exemption certificate or resale certificate for the ship-to state accompanies the order.

INVOICING

Product will be invoiced at the time of shipment, or as designated by the Order Acknowledgment. If a partial order is shipped and a back order is created, Purchaser will be invoiced for the portion that shipped.

TERMS OF PAYMENT, SECURITY INTEREST AND LIEN RIGHTS

Credit will be established based upon Company's determination of credit worthiness. ~~A deposit or prepayment may be required on certain accounts after credit review. Credit terms are 30 days~~ net from date of invoice and/or as designated by the Order Acknowledgement. Company may cancel or change credit terms at its discretion and may request advance payment at any time. No order will be released for production without a credit approval from the Credit Department. Company may at its option, and without notice, raise or allow charges in excess of any credit limit granted. Purchaser understands and agrees that (the Purchaser) is responsible for all charges on the account. All payments due to Company shall be paid without any set-off or claim.

Payment terms as per Williamson County Terms & Conditions attached as Exhibit "B".

~~Purchaser agrees to pay a service charge of 1.5 percent per month~~ or as allowed by law on all past due accounts. A past due account is an account that remains unpaid for more than 30 days. Until such time that an account and/or an order is paid in full to the Company, Company shall retain a security interest in and lien on all materials, merchandise, furnishings, and/or goods manufactured, provided, delivered or otherwise on said account and/or order. Company reserves and may exercise any and all rights and remedies with respect to said materials, merchandise, furnishings, and/or goods against the Customer and/or any individual or entity in possession of or claiming an interest in said materials, merchandise, furnishings and/or goods, including but not limited to demanding assembly of the goods at the direction of Company, re-taking possession and selling and applying proceeds of any sale toward the account, and/or filing suit. All charges are payable according to these terms and conditions unless otherwise prearranged and agreed to in writing by Company.

Past due accounts are as per Williamson County Terms & Conditions attached as Exhbit "B"

TITLE & RISK

Title to all goods shall pass from Company to Purchaser upon Company's receipt of payment in full under this Contract or any change thereof.

Initials _____ Date _____

Terms and Conditions

Exhibit A

Risk of loss or damage to the goods becomes the responsibility of Purchaser upon delivery. Unless otherwise specified in writing, Company will determine the method of shipment and carrier. If products are shipped via Purchaser's choice of carrier, Company is not responsible for damage in shipment.

Purchaser will insure the goods against all insurable risks in the name of Purchaser and also in the name of Sauder Manufacturing Co. as the unpaid vendor for their full insurable value.

ORDERING & LEAD TIME

ORDERING

A signed purchase order or contract received via mail, fax or email is required before an order is processed. In addition, credit applications, credit references and/or advance payments may be required for newly established accounts. Orders are not scheduled in production, nor materials purchased, until all details are received.

ORDER ACKNOWLEDGEMENT

Orders are not binding until the Order Acknowledgement is delivered. Any error or discrepancy on the Order Acknowledgement must be reported to Company in writing within 3 working days from the receipt of the Order Acknowledgement. All modifications to the Order Acknowledgement must be reconfirmed and signed by Company and Purchaser. Cashing a down payment check does not constitute acceptance.

CHANGE ORDERS

The order as shown on the Order Acknowledgement can be modified only by a written communication or reconfirmation signed by Company and Purchaser.

Company may, at its discretion, accept reasonable change orders with the following conditions:

- The request for change must be submitted in writing and received before order specific parts have been purchased and/or the manufacturing process has begun.
- Changes may be subject to additional charges for material, labor, restocking, and administrative costs.
- Changes may result in an extended delivery date.

CANCELLATIONS

Any deposit made with respect to the order is non-refundable. Company reserves the right to cancel any order, with notice to Purchaser, due to breach of obligation or contract. Additionally, if an order is cancelled after order specific materials have been purchased and/or production has started, Purchaser will be responsible for the cost associated with those materials or production. Any Customer's Own Material (COM) supplied will be returned "as-is". This applies to any fabric that has been cut, wood parts with a finish applied, and all laminates. A cancellation or restocking charge of 1/3 of the net sale is applicable on orders cancelled.

LEAD TIME

Lead times will vary based on specifications chosen and available manufacturing capability. Consult your authorized sales representative or the home office when placing your order to determine estimated ship date.

DRAWINGS

The drawing(s) are a key component in determining final quantities and layouts for goods requiring installation. The Final Signed Drawing shall be considered a legal and binding part of the Contract. Changes to the Final Signed Drawing can only be made through written communication to Company or reconfirmation signed by Company and Purchaser. Changes requested may incur additional costs and/or delivery delays.

CUSTOM PRODUCTS AND MATERIALS

All nonstandard designs and materials are subject to a surcharge; contact Company for approval and pricing. The use of nonstandard designs and/or materials may cause extended delivery times and reduced warranty coverage.

- Within our standard offering, an upcharge may be applied if a premium pattern or finish is selected. This may also cause extended lead times.
- Standard laminates other than Formica™, Nevamar™, Pionite™, and WilsonArt™ result in a 5% list up-charge per item. Premium patterns and finishes will require an additional upcharge and extended lead times.

CUSTOMER'S OWN MATERIAL (COM)

Please contact Company on all COM fabrics. A sample of the COM fabric is required to be submitted to Company for approval and yardage estimate prior to placing an order. The sample should be large enough to indicate a repeat if applicable.

Yardage requirements will be calculated based on a variety of factors including roll width, pattern matching and direction. If a fabric is directional, it will be applied vertically unless specific instructions are given to the contrary. If a horizontal application is desired, please inform Company as additional yardage or special production techniques may be required. At Purchaser's request, Company may, in its discretion, for non-Company program fabrics handle the purchase of the COM fabric for a charge of 20 percent of the fabric list price.

Company reserves the right of preliminary approval for all COM prior to order acceptance. Even after such preliminary approval, Company reserves the right to reject COM if, upon physical inspection of the material, it proves unacceptable for use on Company products. When COM is accepted, Company assumes no responsibility for appearance, durability, color fastness, or any other quality after it is upholstered on a Company product.

Orders with COM are not scheduled into production until all materials are received and inspected. *Refer to the checklist to ensure the proper handling of COM fabrics.* If partial shipment entry is required, indicate on purchase order, or forward orders with standard products and COM products on separate purchase orders. Shipping address:

Sauder Manufacturing Co.
C/O Sauder Worship Seating
10785 Rose Avenue
New Haven, IN 46774-9246

PRODUCT DESIGN, COMPLIANCE & SAFETY

PRODUCT DESIGN

Company reserves the right to make changes in design and construction or discontinue products without prior notice.

COMPLIANCE

Products offered by Company do comply with the requirements of local, state and national fire codes. The products offered as a base are manufactured with resilient filling materials and textiles in compliance with California Technical Bulletin TB117-2013.

Initials _____ Date _____

However, any verification of compliance of COM materials with TB117-2013 is the responsibility of the person specifying the COM material.

Many of the products offered, if ordered or specified to comply with CA. TB133, can be produced to comply with this standard. See Price Book for CA. TB133 product availability and any additional item upcharge. Additional fabric may be required to comply with CA. TB133, please contact Company for yardage requirements.

CALIFORNIA AIR RESOURCES BOARD (CARB) COMP.

Products offered do comply with the Air Toxic Control Measure (ATCM) 93120 Phase 2, from the State of California.

GREENGUARD® CERTIFICATION

Company has achieved GREENGUARD® Certification. GREENGUARD certified products are certified to meet GREENGUARD standards for low chemical emissions into indoor air during product usage. For more information, visit https://spot.ulprospector.com/en/na/Builtenvironment or contact Company for a complete list of all our certified products.

SAFETY

Company does not warrant that row identification lighting for Auditorium Seating supplied by is suitable for illuminating stairs and/or trip hazards. Purchaser acknowledges that it will indemnify Company against any claims that may be made against it, arising out of Purchaser's reliance upon row identification lighting for illuminating stairs and/or trip hazards.

FREIGHT & DELIVERY

FREIGHT

Unless otherwise arranged in writing, all Company shipments are made on a site-to-site basis (back of trailer). Unless otherwise specified in writing, we will determine the method of shipment and carrier. All weights and dimensions provided in product literature are approximate. See map below for zone identification within the continental United States. Contact your authorized sales representative for pricing in Alaska, Hawaii and outside the United States.



	0-10 lbs	11-20 lbs	21-50 lbs	51-100 lbs	101-199 lbs
ZONE 1	$20	$40	$60	$80	$100
ZONE 2	$25	$50	$75	$100	$125
ZONE 3	$30	$60	$90	$120	$150
ZONE 4	$35	$70	$105	$140	$175

Shipping and handling prices are net.

MINIMUM SHIPPING AND HANDLING CHARGE

Orders that weigh less than 200 lb. will require an additional shipping and handling charge. See the chart to determine the net charge based on total order weight.

BUILDING ACCESS

Facilities must be ready to receive furniture. All construction must be complete before we can start delivery and installation. There must be free and clear easy access to the building where the furniture will be installed. Rooms, hallways, lobby, and entrance way must be empty and free and clear of all obstructions. All buildings with 3 or more floors must have working elevators free and clear of all obstructions and dedicated for the sole use of our installers during our installation. If upon arrival for delivery and installation, the conditions described in this paragraph are not met, the installation will not be started.

DELIVERY

Company shall not be liable for delays in delivery of furniture caused by fire, strikes, weather or from causes beyond its control.

An on-site delivery date will be established once all details needed for production and installation (if applicable) have been received. Delivery of Goods may be separate from commencement of installation.

The delivery price submitted is based on the understanding that there shall be appropriate access to the site free of any hindrance whatsoever, timely access to the site and adequate space to unload the Goods. In the event that the site is not fully ready as described previously at the time of delivery, Company reserves the right to charge and collect additional fees to cover any additional costs incurred. These charges include but not limited to the following: delivery appointment, consolidation of shipment, lift gate, multiple stops, special packaging, dedicated truck, expedited shipment, greater than two hour unload time, box truck required, residential shipment.

The goods may arrive in cardboard boxes. Unless otherwise specified, it is the Purchaser's responsibility to arrange for the disposal of the boxes.

STORAGE FEES

If Goods are ready for shipment according to the terms of the Order Acknowledgement or subsequent change order, and Customer cannot receive as stated, the Goods may, at our discretion, be shipped to storage facilities, or put in storage at Purchaser's expense. Company reserves the right to deny storage of the Goods due to lack of available space. Storage fees are 2% of purchase price per month. These charges can, at Company's option, be added to the order total amount due or invoiced separately and issued monthly. If invoiced separately, it is required to be paid before shipment. All risk of damage, destruction, theft or loss while in storage shall be the responsibility of Purchaser.

Initials _____ Date _____

Terms and Conditions

Exhibit A

INSTALLATION

Purchaser accepts responsibility for the safety of all persons except Company representatives on the premises where Company performs delivery and/or installation and, accordingly, Purchaser shall also defend and save Company harmless from all claims from persons injured on the premises where delivery and/or installation is performed.

The installation contract price is based upon full building and location access and readiness for installation to begin upon on-site delivery. The space must be climate controlled, not affect by outside weather conditions, permanent utilities must be operational and carpet and/or any flooring must be complete. In addition, any of the other contractors must not interfere with the unloading, staging or installation process including any overhead electrical, lighting or painting projects or any other work that would interfere with the placement of the furniture into its permanent locations. Failure to have the site ready for installation may result in additional cost to the Purchaser not previously shown on the contract. These additional costs may include, but are not limited to, additional handling charges, insurance, down-time (which includes additional labor, lodging and meals), and/or any other proper expense incurred by the Company. If site conditions cause a substantial delay, the installer may leave the job site, installation will be rescheduled and Purchaser will be responsible for the return fee for the installation crew.

FLOOR CONDITION REQUIREMENTS FOR PRODUCT ANCHORING

Concrete Floor Criteria:

- Concrete is to be a minimum of 3000 PSI compressive strength (28 day) and have a density of not less than 150 lb. per cubic foot
- Surface shall be smooth and flat to within a maximum of ±1/8" over 60" measured with a straight edge.
- Risers shall be plumb to ±1/8 over 60"
- Floor mounted seating will require 3" thick concrete with minimum 1 ¾" impediment free anchor installation zones at mounting locations
- Riser mounted seating will require minimum 4" thick concrete with minimum 2 ½" impediment free anchor installation zones at mounting locations

Wood Floor Criteria:

- One piece or composite structural ply floor of 1 ½" thickness

RETURNS & CLAIMS

RETURNS

No merchandise may be returned to Company without prior written consent from Company, and any returns must be in accordance Company's shipping instructions. If approved, returns for reasons other than valid warranty claims will be subject to shipping and handling charges, and must be made, FOB the Company. In addition, restoration and restocking charges may be charged to Purchaser.

DAMAGE CLAIMS

Freight terms are F.O.B. destination. Risk of loss, damage or destruction from and after delivery is the responsibility of Purchaser, it being agreed and understood that loss, damage or destruction of goods from and after delivery does not relieve Purchaser of its payment obligations to Company.

Purchaser is advised to inspect the shipment and note any damage on the bill of lading. Notification of damage discovered after delivery must be given to Company within 10 days immediately following delivery.

When products are shipped via Purchaser's choice of carrier, Company is not responsible for damage in shipment. Purchaser should carefully inspect all items at time of delivery and note any obvious damage on the delivery receipt. For Purchaser's protection, such obvious or subsequently discovered concealed damage must be reported in writing to the carrier in accordance with applicable regulations and time limits. Company does not assume any responsibility for damage that occurs during storage.

OTHER CLAIMS

All claims against Company other than valid warranty claims, including claims for shortages and errors, must be made in writing within 10 days after delivery. The facts on which the claim is based must be directed in writing to the Warranty Service Coordinator. Failure to make any such claim against terms and conditions to Company within such 10-day period shall constitute acceptance of the merchandise and waiver of any such shortages, errors, or other claims of any type or nature. The cost of field repairs or adjustments performed by any non-Company personnel will not be reimbursed unless previously authorized in writing by Company.

CONSEQUENTIAL LOSS

Under no circumstances shall Company be liable to any party hereto or any third-party for any special, indirect, punitive, incidental or consequential damages or loss (including lost profits, loss of use, damage to goodwill or loss of business) in connection with or in any way related to the agreement between the parties.

Enumeration of Documents:

Exhibit A: Sauder Manufacturing Co. Terms & Conditions

Exhibit B: Williamson County Terms & Conditions

Exhibit C: Williamson County Purchase Order

Exhibit D: Sauder Mfg. Co. Quote# 61618

Exhibit E: BuyBoard Contract 584-19

This Agreement is subject to the terms of the Sauder Manufacturing Co., Terms & Conditions, which is attached hereto as Exhibit A and incorporated into this Agreement. Exhibit B, Williamson County Terms & Conditions will govern inconsistent terms.

Sauder Manufacturing Co.

Signature: Chelsea Roth Title: Sales Development Supervisor Date: 11/20/2020

Williamson County

Signature _____ Title _____ Date _____

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

WILLIAMSON COUNTY PURCHASE ORDER TERMS AND CONDITIONS (revised January 2019)

ACCEPTANCE: Vendor's written acceptance, commencement of work, shipment or partial delivery of any item or service called for shall constitute acceptance by the Vendor of this Purchase Order and its Terms and Conditions.

ASSIGNMENT: Vendor shall not sell, assign, transfer or convey this order, in whole or in part. No change of the vendor will be recognized until such change is approved by Commissioners Court.

BOYCOTTING ISRAEL: By accepting this purchase order, the Vendor (Professional or other applicable term defining the contracting party) verifies that it does not boycott Israel and agrees that during the term of this Agreement will not boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

CHANGES: No changes may be made to this order without written authorization of the Purchasing Department.

COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes that may be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

DEFAULT OF VENDOR: In case of default of the vendor, the County may procure the articles or services from other sources and charge the vendor as liquidated damages any excess cost or damaged occasioned thereby.

DESCRIPTION OF SUPPLIES: Any catalog or manufacturer's reference used in describing any item is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "Or Equal," if used, identifies commercially produced items which have the essential performance and salient characteristics of the brand name stated in the item description. Vendor certifies that any substitute brand supplied hereunder matches the performance and salient characteristics of the item called for and agrees to replace it in the event it does not conform. All supplies or equipment shall be the latest improved new model meeting specifications in current production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Vendor warrants that all applicable Patents and Copyrights which may exist on items sold hereunder have been adhered to and that County shall not be liable for any infringement of those rights.

FOB POINT INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications, and Vendor assumes the costs associated with such nonconformance. An itemized packing list bearing Purchase, Delivery, and/or Order Number shall be attached to the outside of every shipping container delivered against this instrument. Delivery of all goods or services shall be Free on Board to final destination as outlined herein unless otherwise required.

INDEMNIFICATION: Vendor shall defend, indemnify and save harmless Williamson County and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgment with cost, which may be obtained against Williamson County growing out of such injury or damages.

INSURANCE: If the Vendor is required to go on County property to perform work or services, the Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the County.

LAW: It is agreed that good(s) delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the County from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights.
Williamson County Purchase Orders 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 quasi-contractual 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.

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

NO WAIVER OF SOVEREIGN IMMUNITY AND 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.

PAYMENT: Williamson County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Williamson 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 Williamson 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 Williamson County's fiscal year in which the paymentbecomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Vendor, Williamson County shall notify Vendor of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Vendor, Vendor shall be entitled to receive interest on the unpaid balance of the invoice submitted by Vendor beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, Vendor shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

(1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
(2) Williamson County contract, Purchase Order, and/or delivery order number
(3) Identification of items or service as outlined in the Contract
(4) Quantity or quantities, applicable unit prices, total prices, and total amount
(5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, 512-943-1500.

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

SEVERABILITY: In case any one or more of the provisions contained in this Order shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

TAX EXEMPTION: The County is exempt from any sales, excise or Federal transportation taxes. The Purchase Order issued is sufficient proof of Williamson County's exempt status as provided by Sales Tax Rule 3.322.

UNIFORM COMMERCIAL CODE: Vendor and Williamson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VARIATION IN QUANTITY: No variation in the quantity of any item called for by this Purchase Order shall be allowed, unless such variation is caused by conditions of loading, shipping, packing or allowances in manufacturing processes, and then only to the extent, if any, set forth herein.

VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

WARRANTY: Implied warranties notwithstanding, Vendor warrants to County that all items delivered, and all services rendered will conform to the specifications, drawings, or other descriptions, furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Vendor further agrees to provide copies of applicable warranties to the County.

Enumeration of Documents:

Exhibit A: Sauder Manufacturing Co. Terms & Conditions

Exhibit B: Williamson County Terms & Conditions

Exhibit C: Williamson County Purchase order

Exhibit D: Sauder Mfg. Co. Quote# 61618

Exhibit E: BuyBoard Contract 584-19

This Agreement is subject to the terms of the Sauder Manufacturing Co., Terms & Conditions, which is attached hereto as Exhibit A and incorporated into this Agreement. Exhibit B, Williamson County Terms & Conditions will govern inconsistent terms.

Sauder Manufacturing Co.

Signature: Chelsea Roth Title: Sales Development Supervisor Date: 11/20/2020

Williamson County

Signature:_____ Title:_____ Date:_____

PURCHASE ORDER

WILLIAMSON COUNTY
1848

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **176064**
Date:10/15/2020
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
SAUDER MANUFACTURING CO
~~PO BOX 638540~~
~~CINCINNATI OH 45263-8540~~

Sauder Manufacturing Co.
930 W Barre Rd
Archbold OH 43502

Requested By: Wrehsnig, Gina R

Delivery Date:

Ship to:
~~Facilities Maintenance~~
~~3101 SE Inner Loop~~
~~Georgetown, TX 78626~~

Williamson County Criminal Justice Center
405 Martin Luther King Jr. St.
Georgetown TX 78626

Bill to:
Facilities Maintenance
3101 SE Inner Loop
Georgetown, TX 78626

Description	Price	Per	Amount
1: JURY CHAIRS FOR CRIMINAL JUSTICE CENTER, PER ATTACHED QUOTE.	41,298.00	1 $	41,298.00

Supplier Item:

Notes to Supplier:

Total **41,298.00**

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

Terms and Conditions are available at www.wilco.org/purchasing.
Terms of payment are in accordance with Texas Prompt Payment Act.

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Randy Barker, Williamson County Purchasing Agent.

Williamson County Purchase Orders 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 quasi-contractual 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 Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

Authorized By:

Exhibit D

ORDER FORM - QUOTATION 61618

SAUDER® COURTROOM FURNITURE

P.O. Box 230
930 W. Barre Road
Archbold, Ohio 43502

Phone:419-445-7670
Fax:419-446-3173
800-537-1530

Net Price Quote For:

Williamson County
Facilities Maintenance
3101 SE Inner Loop
Georgetown TX 78626

Date Created: 6/19/20
Project: WILLIAMSON COUNTY
Required Date: 10/22/20

Ship To: Williamson County Criminal Justice Center
405 Martin Luther King Jr. St.
Georgetown, TX 78626

Sales Rep: BEN BRADSHAW
9036492553-
BBRADSHAW@SAUDERWORSHIP.COM

Contact: Bob Lubecker
(815) 341-6271
RLUBECKER@WILCO.ORG

Line	Qty	Description	Net Each	Total
1	39	5321002 JURY SEATING,CLARITY,WIDE tag: S SWIVEL JURY SEATING BASE WD UPH FRONT OF BK, WOOD BK OF BK C GRADE C FABRIC SS CUT FABRIC WITH SELVAGE SIDE 0200 MEDIUM AISLE PANEL F AISLE PANEL TO BE FINISHED PSRO PLAIN SLICED RED OAK WOOD WD-FLIP-UP WOOD FLIP UP ARM CAP 74 FINISH #74 AMBER MAYER-DURANGO-SAPPHIRE-DU-004 MAYER-DURANGO-SAPPHIRE-DU-004 MAYER-DURANGO-SAPPHIRE-DU-004 For 3 courtrooms: 26th District Court, 425th District Court, County Court At Law #4	$729.00	$28,431.00

2	13	5321002 JURY SEATING,CLARITY,WIDE tag: S SWIVEL JURY SEATING BASE WD UPH FRONT OF BK, WOOD BK OF BK C GRADE C FABRIC SS CUT FABRIC WITH SELVAGE SIDE 0200 MEDIUM AISLE PANEL F AISLE PANEL TO BE FINISHED PSRO PLAIN SLICED RED OAK WOOD WD-FLIP-UP WOOD FLIP UP ARM CAP 74 FINISH #74 AMBER MAYER-DURANGO-BLACK-DU-006 MAYER-DURANGO-BLACK-DU-006 MAYER-DURANGO-BLACK-DU-006 For 1 courtroom: County Court At Law #2	$729.00	$9,477.00
3	1	AUD-DELIVERY DELIVERY OF AUDITORIUM SEATING tag: DELIVER 00052. TO STATE OF TX		
4	1	AUD-ASM-INSTALL INSTALLATION OF AUDITORIUM STG tag: INSTALL 00052. TO STATE OF TX		

Subtotal:	$41,281.47
Tax:	$0.00
Total*:	**$41,281.47**

~~Down payment of 30% of total quote price due at time of order receipt. Remaining balance due at Net 30 payment terms from date of invoice.~~
~~This order may be subject to a price increase if delivery is not taken by December 31,2019.~~
~~Payment terms are net 30 days from invoice date with an established credit limit. This order is subject to and acceptance of terms and conditions which can be found at www.sauderworship.com. Open terms may be established based on Sauder® Manufacturing Co. determination of available funds to pay for the order in full and within payment terms. If there is a high risk determination then a 100% deposit may be required. Acceptance of the order is expressly conditioned upon Purchaser agreeing to Sauder® Manufacturing Co. terms and conditions. Sauder® Manufacturing Co. includes Sauder Worship Seating and any affiliate, predecessor or successor entities.~~

This Agreement is subject to the terms of the Sauder Manufacturing Co., Terms & Conditions, which is attached hereto as Exhibit A and incorporated into this Agreement. Exhibit B, Williamson County Terms & Conditions will govern inconsistent terms.

X Ordered By: _____ Date: _____
(Authorized Signature)

Printed Name and Title: _____

Sauder Representative: Ben Bradshaw - 903-649-2553

Sauder Pew delivery time: 12 weeks after completion of all details on all product* except Auditorium, which is 14 weeks.
* Certain modified products will carry a longer lead time.
Sauder Chair delivery time: 8-12 weeks after completion of details on standard product. Custom product may take longer.

SAUDER® COURTROOM FURNITURE

JURY SEATING QUOTE

To: Bob Lubecker
From: Ben Bradshaw
Date: October 1 2020
Re: Jury Chairs, Williamson County

Sauder Clarity™ Jury Chairs

52 Total Chairs: 4 courtrooms, each with 12 jury chairs and 1 witness chair

- Model: 532-1002:
  - *Swivel base, self centering*
  - *Heavy duty steel tube frame for strength and durability*
  - *Ergonomically contoured inner seat and back shell*
  - *Cold molded foam for long lasting durability and comfort*
  - *Fully upholstered, including bottom of seat and back of back*
- Complete coordination, field measurements, and approval drawings included
- Delivery and installation included

Lift up arm, wood cap, medium panel $41,298

- Sauder BuyBoard contract #584-19
- Wood Species: Red Oak - Finish #74 Amber
- For 3 courtrooms (26th District Court, 425th District Court, County Court At Law #4): fabric is to be Mayer-Durango-Sapphire-DU-004
- For 1 courtroom (County Court At Law #2): fabric to be Mayer-Durango-Black-DU-006

Quote valid until October 15, 2020
Lead time: 16 weeks
Warranty: 10 years



Medium Wood Panel
Available with fixed or lift up arms

Ben Bradshaw
Phone: 800-310-5556
Bradshaw Sales, Inc.
ben@bradshawsales.com

Sauder Worship
PO Box 230 930 W. Barre Rd Archbold, Ohio 43502-0230
Phone 800.537.1530 Fax 419.446.3697

CONFIRMATION OF CONTRACT CHANGE

Sold To: WILLIAMSON COUNTY ANNEX
PURCHASING DEPARTMENT
100 WILCO WAY, STE P101
GEORGETOWN, TX 78626

Ship To: WILLIAMSON COUNTY ANNEX
CRIMINAL JUSTICE CENTER
405 MARTIN LUTHER KING JR. ST.
GEORGETOWN, TX 78626

Send To: TOM STANFIELD
WILLIAMSON COUNTY FACILITIES
3101 SE INNER LOOP
GEORGETOWN, TX 78626

Order #: 238589
Drawing #: Revision#:
Drawing Date:
Sold To P.O. #: 176064
Sales Rep Name: BEN BRADSHAW
Phone Number: 9036492553
Dealer Name:
Coordinator Name: BETH PELOK
Phone Number: (800) 537-1530 EXT# 3961
CAD Operator Name: GINA WAKEHAM
Phone Number: (800) 537-1530 EXT# 3264

Contract Change Comments:

CHANGE ORDER 01, 11/10/2020 DK
BUYBOARD CONTRACT #584-19
L1: CHANGED FROM 39 TO 36 JURY CHAIRS IN DURANGO SAPPHIRE (VINYL)
L2: CHANGED FROM 13 TO 12 JURY CHAIRS IN DURANGO BLACK (VINYL)
CREDIT OF C/O 1: -$3041.09

NOTE: This order revision has been added to your contract. The work covered by this change order shall be performed under the same terms and conditions as those in the original Agreement [Subcontract]. Please sign both copies and return one copy to our office and retain the second copy for your files. We cannot proceed with production until we have your signed approval of this change. If you wish to fax your signed approval you may do so by faxing it to us at (419) 446-3697. Thank you.

Previous Total	41298.00
Total To Date	38256.91
Sales Taxes	.00
Grand Total to Date	38256.91
Down Payment Rec'd	.00
Balance Due	38256.91

Total Change 3041.09-

Chelsea Roth Sales Development Supervisor
SAUDER MANUFACTURING CO.

CUSTOMER SIGNATURE

TITLE DATE

12/1/2020
DATE

Commissioners Court - Regular Session **31.**

Meeting Date: 12/08/2020

Inner Loop Annex Phase II

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and TechCenter Design, Inc. to provide the labor to receive, deliver and install furniture in a not-to-exceed amount of $21,861.00 per the terms of Sourcewell Contract #121919-KII and authorizing execution of the agreement. Funding Source P434.

Background

This agreement allows the vendor to provide services such as product inventory of existing furniture, dismantle existing work stations and remove from site during normal business hours, and provide the design and layout of new product with delivery and install at the Inner Loop Annex Phase II. Department point of contact is Dwayne Gossett.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 09:39 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:29 AM
Form Started By: Andrew Portillo		Started On: 12/02/2020 10:46 AM
Final Approval Date: 12/03/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR FURNITURE INSTALLATION AND RELATED SERVICES FOR INNER LOOP ANNEX 102 & 200

(Sourcewell Coop Cont. #121919-KII)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **TechCenter Design, Inc.**, **(hereinafter "Service Provider")**, P.O. Box 91705, Austin, TX 78709 (ph. 512-407-8447). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

> **As described in the attached Statement of Work/Quote, dated November 10, 2020, which is designated Exhibit "A" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) "A," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $21,861.36.**

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

IV.

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

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

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

V.

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

A. As described in the attached Statement of Work/Quote (#LG20-430258 R6 /C), dated November 10, 2020, which is incorporated herein as if copied in full;

B. Sourcewell RFP and Contract # #121919-KII, including addenda and related documents; and

C. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2020

SERVICE PROVIDER:

Loretta Gray Guthrie
Authorized Signature

LORETTA GRAY-GUTHRIE
Printed Name

Date: DEC. 02 ___, 2020

Exhibit(s)
Statement of Work/Quote dated November 10, 2020



QUOTATION: LG20-430258 R6 /C

Wilco InnerLoop Annex 102 and 200

CREATED 11/10/2020 | Valid Through 2/8/2021

TechCenter Design, Inc.
Furniture for Technology, Healthcare and Education

KI

QUOTATION

Wilco InnerLoop Annex 102 and 200

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options*

* TBDs exist and must be selected prior to purchase. Please contact a sales team member for assistance with specifications.

Quote Number: LG20-430258 R6 /C

CREATED 11/10/2020 / | **Valid Through 2/8/2021**

PRODUCT TOTALS	$21,861.36
See Quote Detail Summary	$0.00
GRAND TOTAL	**$21,861.36**

Contract Information:
OT53837AZ1 Sourcewell (Formally NJPA) #121919-KII --Dock Delv

Requested Delivery Date: To be Determined

Sales Team:

TechCenter Design
Loretta Gray
loretta@techcenterdesign.com
(512) 407-8447

Sold To
Williamson County Information Systems
301 S.E. Inner Loop, Suite 105
Georgetwon, TX 78626
P. (512) 943-1954

End User
Williamson County
710 Main Street
Georgetown, TX 78626
P. (512) 943-1554 F. (512) 943-1662
End User # 42885

Ship To
To be Determined

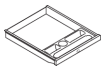
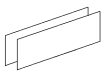
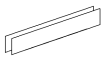
Installation
To be Determined



Client Notes:

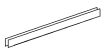
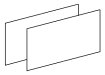
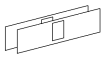
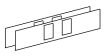
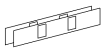
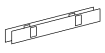
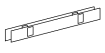
CREATED 11/10/2020
VALID THROUGH 2/8/2021
Prepared By Loretta Gray
Quote Filename Wilco InnerLoop Annex 102 and 200 - LG20-430258 R6 /C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
Tag 1: NEW PLAN									
2.1	**3CMN**	Center Drawer	0	$163.00	$0.00	46.000	$88.02	**$0.00**	
		Standard Trim Finishes — Black — /BL Key Option — No lock core — /NLC							
		Lead Time: 2 - 4 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.2	**46.0001.66**	Wireworks Half Vertical Post,66"H,Black	0	$50.00	$0.00	46.000	$27.00	**$0.00**	
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.3	**46.0001.84**	Wireworks Half Vertical Post,84"H,Black	0	$60.00	$0.00	46.000	$32.40	**$0.00**	
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.4	**46.0002.12**	Wireworks Standard Horizontal Rail,12"L,Black	2	$18.00	$36.00	46.000	$9.72	**$19.44**	
									
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.5	**46.0002.24**	Wireworks Standard Horizontal Rail,24"L,Black	0	$28.00	$0.00	46.000	$15.12	**$0.00**	
									
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.6	**46.0002.30**	Wireworks Standard Horizontal Rail,30"L,Black	0	$31.00	$0.00	46.000	$16.74	**$0.00**	
									
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.7	**46.0002.36**	Wireworks Standard Horizontal Rail,36"L,Black	10	$35.00	$350.00	46.000	$18.90	**$189.00**	
									
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.8	**46.0002.48**	Wireworks Standard Horizontal Rail,48"L,Black	0	$41.00	$0.00	46.000	$22.14	**$0.00**	
									
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

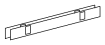
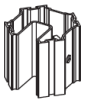
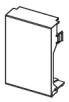
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2.9	**46.0002.54**	Wireworks Standard Horizontal Rail,54"L,Black	5	$45.00	$225.00	46.000	$24.30	**$121.50**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.10	**46.0002.60**	Wireworks Standard Horizontal Rail,60"L,Black	0	$53.00	$0.00	46.000	$28.62	**$0.00**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.11	**46.0017.12**	Wireworks Domestic Power Base Trim/Raceway,12"W Standard Trim Finishes Black .BL	1	$42.00	$42.00	46.000	$22.68	**$22.68**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.12	**46.0017.24**	Wireworks Domestic Power Base Trim/Raceway,24"W Standard Trim Finishes Black .BL	8	$66.00	$528.00	46.000	$35.64	**$285.12**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.13	**46.0017.30**	Wireworks Domestic Power Base Trim/Raceway,30"W Standard Trim Finishes Black .BL	0	$79.00	$0.00	46.000	$42.66	**$0.00**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.14	**46.0017.36**	Wireworks Domestic Power Base Trim/Raceway,36"W Standard Trim Finishes Black .BL	0	$82.00	$0.00	46.000	$44.28	**$0.00**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.15	**46.0017.48**	Wireworks Domestic Power Base Trim/Raceway,48"W Standard Trim Finishes Black .BL	0	$100.00	$0.00	46.000	$54.00	**$0.00**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.16	**46.0017.54**	Wireworks Domestic Power Base Trim/Raceway,54"W Standard Trim Finishes Black .BL	3	$130.00	$390.00	46.000	$70.20	**$210.60**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

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2.17	**46.0017.60** 	Wireworks Domestic Power Base Trim/Raceway,60"W Standard Trim Finishes Black .BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**	0	$156.00	$0.00	46.000	$84.24	**$0.00**	
2.18	**46.0021** 	Wireworks 90 Deg Intersect Connector,Hgt Change,Black **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**	2	$18.00	$36.00	46.000	$9.72	**$19.44**	
2.19	**46.0022** 	Wireworks Corner Connector Block,Black **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**	0	$18.00	$0.00	46.000	$9.72	**$0.00**	
2.20	**46.0038** 	Wireworks Three Way "T" Base Trim Standard Trim Finishes Black .BL **Lead Time: 1 - 3 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**	0	$3.00	$0.00	46.000	$1.62	**$0.00**	
2.21	**46.0039** 	Wireworks 90 Deg Base Trim,6"H Standard Trim Finishes Black .BL **Lead Time: 1 - 3 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**	0	$4.00	$0.00	46.000	$2.16	**$0.00**	
2.22	**46.0040.12** 	Wireworks Top Caps,12"W Standard Trim Finishes Black .BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**	1	$12.00	$12.00	46.000	$6.48	**$6.48**	
2.23	**46.0040.24** 	Wireworks Top Caps,24"W Standard Trim Finishes Black .BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**	9	$27.00	$243.00	46.000	$14.58	**$131.22**	
2.24	**46.0040.30** 	Wireworks Top Caps,30"W Standard Trim Finishes Black .BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**	0	$32.00	$0.00	46.000	$17.28	**$0.00**	

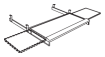
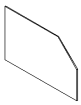
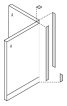
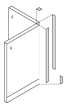
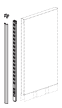
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2.25	**46.0040.36**	Wireworks Top Caps,36"W	0	$32.00	$0.00	46.000	$17.28	**$0.00**	
		Standard Trim Finishes Black .BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.26	**46.0040.48**	Wireworks Top Caps,48"W	0	$43.00	$0.00	46.000	$23.22	**$0.00**	
		Standard Trim Finishes Black .BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.27	**46.0040.54**	Wireworks Top Caps,54"W	3	$43.00	$129.00	46.000	$23.22	**$69.66**	
		Standard Trim Finishes Black .BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.28	**46.0040.60**	Wireworks Top Caps,60"W	0	$53.00	$0.00	46.000	$28.62	**$0.00**	
		Standard Trim Finishes Black .BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.29	**46.0042**	Wireworks Four Way Cap	2	$11.00	$22.00	46.000	$5.94	**$11.88**	
		Standard Trim Finishes Black .BL							
		Lead Time: 1 - 3 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.30	**46.0050.66**	Wireworks 4-Way Light Block,66",Black,6" Less than Panel	0	$5.00	$0.00	46.000	$2.70	**$0.00**	
									
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.31	**46.0050.78**	Wireworks 4-Way Light Block,78",Black,6" Less than Panel	0	$7.00	$0.00	46.000	$3.78	**$0.00**	
									
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.32	**46.0088**	Wireworks 90 Deg Top Cap	0	$11.00	$0.00	46.000	$5.94	**$0.00**	
		Standard Trim Finishes Black .BL							
		Lead Time: 1 - 3 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

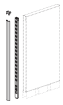
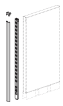
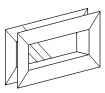
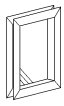
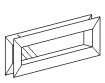
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2.33	**46.0089**	Wireworks 180 Deg Top Cap	1	$12.00	$12.00	46.000	$6.48	**$6.48**	
		Standard Trim Finishes Black .BL							
		Lead Time: 1 - 3 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.34	**46.0091**	Wireworks Three Way Cap	0	$12.00	$0.00	46.000	$6.48	**$0.00**	
		Standard Trim Finishes Black .BL							
		Lead Time: 1 - 3 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.35	**46.0365**	Wireworks Top Cap Splice Plate	0	$1.00	$0.00	46.000	$0.54	**$0.00**	
		Standard Trim Finishes Black .BL							
		Lead Time not available for calculation							
2.36	**46.0679**	Wireworks Shoulder Bolt	0	$1.00	$0.00	46.000	$0.54	**$0.00**	
									
		Lead Time: 2 - 4 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.37	**KBDM.24.BL**	Sliding Keyboard Drawer,w/Mouse,For 24" D Worksurfaces	12	$329.00	$3,948.00	46.000	$177.66	**$2,131.92**	
									
		Lead Time not available for calculation							
2.38	**NSD**	Shelf Divider	27	$28.00	$756.00	46.000	$15.12	**$408.24**	
		Trim Colors Black .BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.39	**PCP9042**	Wireworks 90 Degree 2-Way "L" Corner,Unuphol,42"H	0	$284.00	$0.00	46.000	$153.36	**$0.00**	
		Standard Trim Finishes Black /BL Assembly Option Fully Assembled /F							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.40	**PCP9066**	Wireworks 90 Degree 2-Way "L" Corner,Unuphol,66"H	2	$333.00	$666.00	46.000	$179.82	**$359.64**	
		Standard Trim Finishes Black /BL Assembly Option Fully Assembled /F							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.41	**PEP42**	Wireworks End-of-Run Condition,42"H	0	$99.00	$0.00	46.000	$53.46	**$0.00**	
		Standard Trim Finishes Black /BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

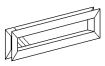
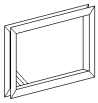
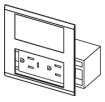
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2.42	**PEP66**	Wireworks End-of-Run Condition,66"H	0	$127.00	$0.00	46.000	$68.58	**$0.00**	
		Standard Trim Finishes Black /BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI							
		Please Note: Leadtime calculated on 11/10/2020 and is subject to change.							
2.43	**PEP84**	Wireworks End-of-Run Condition,84"H	0	$177.00	$0.00	46.000	$95.58	**$0.00**	
		Standard Trim Finishes Black /BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI							
		Please Note: Leadtime calculated on 11/10/2020 and is subject to change.							
2.44	**PFP42**	Wireworks 180 Degree 2-Way In-Line Connection,42"H	0	$62.00	$0.00	46.000	$33.48	**$0.00**	
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI							
		Please Note: Leadtime calculated on 11/10/2020 and is subject to change.							
2.45	**PFP66**	Wireworks 180 Degree 2-Way In-Line Connection,66"H	33	$83.00	$2,739.00	46.000	$44.82	**$1,479.06**	
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI							
		Please Note: Leadtime calculated on 11/10/2020 and is subject to change.							
2.46	**PFP84**	Wireworks 180 Degree 2-Way In-Line Connection,84"H	0	$95.00	$0.00	46.000	$51.30	**$0.00**	
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI							
		Please Note: Leadtime calculated on 11/10/2020 and is subject to change.							
2.47	**PGT2412**	Wireworks Glass Tile,24Wx12"H	1	$344.00	$344.00	46.000	$185.76	**$185.76**	
		Glass Color Clear /GLA							
		Standard Trim Finishes Black /BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI							
		Please Note: Leadtime calculated on 11/10/2020 and is subject to change.							
2.48	**PGT2430**	Wireworks Glass Tile,24Wx30"H	0	$418.00	$0.00	46.000	$225.72	**$0.00**	
		Glass Color Clear /GLA							
		Standard Trim Finishes Black /BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI							
		Please Note: Leadtime calculated on 11/10/2020 and is subject to change.							
2.49	**PGT3612**	Wireworks Glass Tile,36Wx12"H	3	$424.00	$1,272.00	46.000	$228.96	**$686.88**	
		Glass Color Clear /GLA							
		Standard Trim Finishes Black /BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI							
		Please Note: Leadtime calculated on 11/10/2020 and is subject to change.							

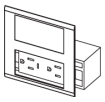
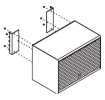
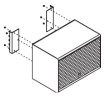
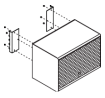
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Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
2.50	**PGT4812**	Wireworks Glass Tile,48Wx12"H	0	$477.00	$0.00	46.000	$257.58	**$0.00**	
		Glass Color Clear /GLA Standard Trim Finishes Black /BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.51	**PGT4830**	Wireworks Glass Tile,48Wx30"H	0	$592.00	$0.00	46.000	$319.68	**$0.00**	
		Glass Color Clear /GLA Standard Trim Finishes Black /BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.52	**PHJMP8.17**	Wireworks Panel To Panel Jumper,8-Wire,17"	12	$70.00	$840.00	46.000	$37.80	**$453.60**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.53	**PHJMP8.21**	Wireworks Panel To Panel Jumper,8-Wire,21"	5	$74.00	$370.00	46.000	$39.96	**$199.80**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.54	**PPT8.12**	Wireworks Power Pass Through,8-Wire,12"W Panel	1	$79.00	$79.00	46.000	$42.66	**$42.66**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.55	**PRCP815.1**	Wireworks 15 Amp Duplex Receptacle w/Bezel,8-Wire,Circuit 1	0	$32.00	$0.00	46.000	$17.28	**$0.00**	
		Receptacle Color Black /BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.56	**PRCP815.2**	Wireworks 15 Amp Duplex Receptacle w/Bezel,8-Wire,Circuit 2	0	$32.00	$0.00	46.000	$17.28	**$0.00**	
		Receptacle Color Black /BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.57	**PRCP815.3**	Wireworks 15 Amp Duplex Receptacle w/Bezel,8-Wire,Circuit 3	0	$32.00	$0.00	46.000	$17.28	**$0.00**	
		Receptacle Color Black /BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

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2.58	**PRCP815.4**	Wireworks 15 Amp Duplex Receptacle w/Bezel,8-Wire,Circuit 4	0	$32.00	$0.00	46.000	$17.28	**$0.00**	
		Receptacle Color — Black — /BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.59	**PRCP815.5**	Wireworks 15 Amp Duplex Receptacle w/Bezel,8-Wire,Circuit 5	0	$32.00	$0.00	46.000	$17.28	**$0.00**	
		Receptacle Color — Black — /BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.60	**PRDF48/WW/PM**	Wireworks Universal Overhead w/Fabric Door,On-Module,48"W	0	$766.00	$0.00	46.000	$413.64	**$0.00**	
		Overhead Assembly — Fully Assembled — /F Overhead Paint Color Selection — Black paint, Black plastic trim — /BL/HBL Overhead Fabric Selection — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — HEATHER — /C1HR Key Option — No lock core — /NLC							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.61	**PRDF54/WW/PM**	Wireworks Universal Overhead w/Fabric Door,On-Module,54"W	0	$853.00	$0.00	46.000	$460.62	**$0.00**	
		Overhead Assembly — Fully Assembled — /F Overhead Paint Color Selection — Black paint, Black plastic trim — /BL/HBL Overhead Fabric Selection — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — HEATHER — /C1HR Key Option — No lock core — /NLC							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.62	**PRDF60/WW/PM**	Wireworks Universal Overhead w/Fabric Door,On-Module,60"W	1	$904.00	$904.00	46.000	$488.16	**$488.16**	
		Overhead Assembly — Fully Assembled — /F Overhead Paint Color Selection — Black paint, Black plastic trim — /BL/HBL Overhead Fabric Selection — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — HEATHER — /C1HR Key Option — No lock core — /NLC							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.63	**PRW8.24**	Wireworks Rigid Wireway Add-On Kit,8-Wire,24"W Panel	4	$97.00	$388.00	46.000	$52.38	**$209.52**	
									
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.64	**PRW8.30**	Wireworks Rigid Wireway Add-On Kit,8-Wire,30"W Panel	1	$106.00	$106.00	46.000	$57.24	**$57.24**	
									
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

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2.65	**PRW8.36**	Wireworks Rigid Wireway Add-On Kit,8-Wire,36"W Panel	0	$116.00	$0.00	46.000	$62.64	**$0.00**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.66	**PRW8.48**	Wireworks Rigid Wireway Add-On Kit,8-Wire,48"W Panel	0	$142.00	$0.00	46.000	$76.68	**$0.00**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.67	**PRW8.54**	Wireworks Rigid Wireway Add-On Kit,8-Wire,54"W Panel	4	$156.00	$624.00	46.000	$84.24	**$336.96**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.68	**PTB4816/PM**	Wireworks Tackboard,On-Module,48Wx16"H	0	$202.00	$0.00	46.000	$109.08	**$0.00**	
		Tackboard Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — HEATHER — /C1HR **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.69	**PTB5416/PM**	Wireworks Tackboard,On-Module,54Wx16"H	0	$241.00	$0.00	46.000	$130.14	**$0.00**	
		Tackboard Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — HEATHER — /C1HR **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.70	**PTB6016/PM**	Wireworks Tackboard,On-Module,60Wx16"H	1	$249.00	$249.00	46.000	$134.46	**$134.46**	
		Tackboard Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — HEATHER — /C1HR **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.71	**PTF8.10**	Wireworks Top Feed,8-Wire,120"L	1	$779.00	$779.00	46.000	$420.66	**$420.66**	
		Standard Trim Finishes — Black — /BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.72	**PTF8.7**	Wireworks Top Feed,8-Wire,84"L	2	$427.00	$854.00	46.000	$230.58	**$461.16**	
		Standard Trim Finishes — Black — /BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

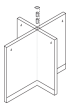
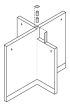
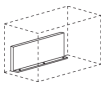
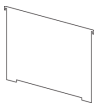
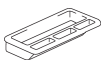
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2.73	**PW9024-S-74P**	Wireworks 90 Degree Corner Countertop,No Notch,74P Edge,24"W	0	$421.00	$0.00	46.000	$227.34	**$0.00**	
		Surface Finish: KI Laminates — Standard KI Laminates: GREY LAM 1500-60 — /LGE Standard Trim Finishes: Black — /BL Edge Color: Black edge — /EBL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.74	**PWCT66-S-74P**	WireWorks Straight Cntrtop,No Notch,74P Edge,66"W	1	$411.00	$411.00	46.000	$221.94	**$221.94**	
		Surface Finish: KI Laminates — Standard KI Laminates: GREY LAM 1500-60 — /LGE Standard Trim Finishes: Black — /BL Edge Color: Black edge — /EBL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.75	**PWD243624-BN**	Wireworks Diagonal 90 Degree Corner Worksurface,T-Edge,24x36x24"	0	$430.00	$0.00	46.000	$232.20	**$0.00**	
		Surface Finish: KI Laminates — Standard KI Laminates: GREY LAM 1500-60 — /LGE Standard Trim Finishes: Black — /BL Edge Color: Black edge — /EBL Grommet Color: Black grommet — /GBL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.76	**PWD244824-BN**	Wireworks Diagonal 90 Degree Corner Worksurface,T-Edge,24x48x24"	3	$576.00	$1,728.00	46.000	$311.04	**$933.12**	
		Surface Finish: KI Laminates — Standard KI Laminates: GREY LAM 1500-60 — /LGE Standard Trim Finishes: Black — /BL Edge Color: Black edge — /EBL Grommet Color: Black grommet — /GBL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.77	**PWR2448-BN**	Wireworks Rectangular Worksurface,T-Edge,24x48"W	0	$429.00	$0.00	46.000	$231.66	**$0.00**	
		Surface Finish: KI Laminates — Standard KI Laminates: GREY LAM 1500-60 — /LGE Standard Trim Finishes: Black — /BL Grommet Option: Grommet : Center — /C Grommet Color: Black grommet — /GBL Edge Color: Black edge — /EBL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.78	**PWR2454-BN**	Wireworks Rectangular Worksurface,T-Edge,24x54"W	0	$446.00	$0.00	46.000	$240.84	**$0.00**	
		Surface Finish: KI Laminates — Standard KI Laminates: GREY LAM 1500-60 — /LGE Standard Trim Finishes: Black — /BL Grommet Option: Grommet : Center — /C Grommet Color: Black grommet — /GBL Edge Color: Black edge — /EBL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

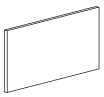
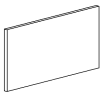
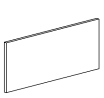
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2.79	**PWR2460-BN**	Wireworks Rectangular Worksurface,T-Edge,24x60"W	1	$463.00	$463.00	46.000	$250.02	**$250.02**	
		Surface Finish: KI Laminates — Standard KI Laminates: GREY LAM 1500-60 — /LGE Standard Trim Finishes: Black — /BL Grommet Option: Grommet : Center — /C Grommet Color: Black grommet — /GBL Edge Color: Black edge — /EBL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.80	**PXP4W66**	Wireworks 4-Way "X" Intersection w/4-Way Top Cap,66"H	2	$410.00	$820.00	46.000	$221.40	**$442.80**	
		Standard Trim Finishes: Black — /BL Assembly Option: Fully Assembled — /F **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.81	**PXPV3W4266**	Wireworks 4-Way "X" Intersection w/3-Way Cap,Unuphol,42-66"H	1	$374.00	$374.00	46.000	$201.96	**$201.96**	
		Standard Trim Finishes: Black — /BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.82	**S7L/362402D**	700 Series Files Lat File,2H-36Wx18Dx27"H	5	$1,165.00	$5,825.00	46.000	$629.10	**$3,145.50**	
		Pull Options: Classic (inset pull) — /CLSC Unit Color: Black — /BL Counterbalance Option: With Counterbalance — /CBW Key Option: No lock core — /NLC **Lead Time: 3 - 5 Weeks; Ships from PEMBROKE, ONT** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.83	**S7L/CBW50**	700 Series Files Cntrbal For 30,36&42" 2 & 3H	5	$174.00	$870.00	46.000	$93.96	**$469.80**	
		**Lead Time: 2 - 4 Weeks; Ships from PEMBROKE, ONT** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.84	**S7P/1524MBBF**	700 Series Files Mobile Ped-Box/Box/File-24" Nominal Depth	0	$913.00	$0.00	46.000	$493.02	**$0.00**	
		Pull Options: Classic (inset pull) — /CLSC Unit Color: Black — /BL Key Option: No lock core — /NLC **Lead Time: 3 - 5 Weeks; Ships from PEMBROKE, ONT** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.85	**S7P/D12**	Hanging Folder Partition for 12" File Drawers,Black Only	0	$8.00	$0.00	46.000	$4.32	**$0.00**	
		**Lead Time: 2 - 4 Weeks; Ships from PEMBROKE, ONT** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.86	**S7P/PENTRAY**	Pencil Tray for 6" Box Drawers,Black Only	0	$8.00	$0.00	46.000	$4.32	**$0.00**	
		**Lead Time: 2 - 4 Weeks; Ships from PEMBROKE, ONT** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

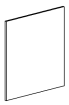
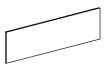
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2.87	**TLT5.36**	Universal Shelf/Cabinet Task Light,36"W,For 42" & 48" Overheads	6	$89.00	$534.00	46.000	$48.06	**$288.36**	
		**Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.88	**UP65NRC1260A**	Wireworks Acoustic Tile,12Wx60"H	0	$151.00	$0.00	46.000	$81.54	**$0.00**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.89	**UP65NRC2412A**	Wireworks Acoustic Tile,24Wx12"H	22	$84.00	$1,848.00	46.000	$45.36	**$997.92**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.90	**UP65NRC2412A**	Wireworks Acoustic Tile,24Wx12"H	1	$84.00	$84.00	46.000	$45.36	**$45.36**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.91	**UP65NRC2436A**	Wireworks Acoustic Tile,24Wx36"H	0	$131.00	$0.00	46.000	$70.74	**$0.00**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.92	**UP65NRC2448A**	Wireworks Acoustic Tile,24Wx48"H	1	$167.00	$167.00	46.000	$90.18	**$90.18**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.93	**UP65NRC2460A**	Wireworks Acoustic Tile,24Wx60"H	8	$181.00	$1,448.00	46.000	$97.74	**$781.92**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.94	**UP65NRC3012A**	Wireworks Acoustic Tile,30Wx12"H	0	$90.00	$0.00	46.000	$48.60	**$0.00**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

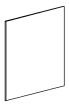
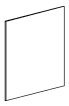
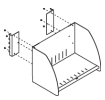
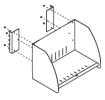
CREATED 11/10/2020
VALID THROUGH 2/8/2021
Prepared By Loretta Gray
Quote Filename Wilco InnerLoop Annex 102 and 200 - LG20-430258 R6 /C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
2.95	**UP65NRC3036A**	Wireworks Acoustic Tile,30Wx36"H	0	$155.00	$0.00	46.000	$83.70	**$0.00**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.96	**UP65NRC3612A**	Wireworks Acoustic Tile,36Wx12"H	6	$103.00	$618.00	46.000	$55.62	**$333.72**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.97	**UP65NRC3612A**	Wireworks Acoustic Tile,36Wx12"H	3	$103.00	$309.00	46.000	$55.62	**$166.86**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.98	**UP65NRC3636A**	Wireworks Acoustic Tile,36Wx36"H	0	$181.00	$0.00	46.000	$97.74	**$0.00**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.99	**UP65NRC3648A**	Wireworks Acoustic Tile,36Wx48"H	5	$207.00	$1,035.00	46.000	$111.78	**$558.90**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.100	**UP65NRC3660A**	Wireworks Acoustic Tile,36Wx60"H	0	$217.00	$0.00	46.000	$117.18	**$0.00**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.101	**UP65NRC4812A**	Wireworks Acoustic Tile,48Wx12"H	20	$115.00	$2,300.00	46.000	$62.10	**$1,242.00**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.102	**UP65NRC4812A**	Wireworks Acoustic Tile,48Wx12"H	12	$115.00	$1,380.00	46.000	$62.10	**$745.20**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

CREATED 11/10/2020
VALID THROUGH 2/8/2021
Prepared By Loretta Gray
Quote Filename Wilco InnerLoop Annex 102 and 200 - LG20-430258 R6 /C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
2.103	**UP65NRC4818A**	Wireworks Acoustic Tile,48Wx18"H	2	$134.00	$268.00	46.000	$72.36	**$144.72**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**						
2.104	**UP65NRC4848A**	Wireworks Acoustic Tile,48Wx48"H	5	$241.00	$1,205.00	46.000	$130.14	**$650.70**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**						
2.105	**UP65NRC4860A**	Wireworks Acoustic Tile,48Wx60"H	0	$256.00	$0.00	46.000	$138.24	**$0.00**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**						
2.106	**UP65NRC4878A**	Wireworks Acoustic Tile,48Wx78"H	2	$276.00	$552.00	46.000	$149.04	**$298.08**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**						
2.107	**UP65NRC5460A**	Wireworks Acoustic Tile,54Wx60"H	0	$287.00	$0.00	46.000	$154.98	**$0.00**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**						
2.108	**UP65NRC6060A**	Wireworks Acoustic Tile,60Wx60"H	0	$297.00	$0.00	46.000	$160.38	**$0.00**	
		Tile Fabric — Fabric Grade 1 — GRD1 VSG1 Fabric — 1 CALCULATION — 1CUPHALCULATION 1 CALCULATION — ASH — /C1AHS1 **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**						
2.109	**URSR48/WW/PM**	Wireworks Universal Regular Shelf,On-Module,48"W	0	$254.00	$0.00	46.000	$137.16	**$0.00**	
		URSR Paint Color Selection — Black — /BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.110	**URSR54/WW/PM**	Wireworks Universal Regular Shelf,On-Module,54"W	2	$264.00	$528.00	46.000	$142.56	**$285.12**	
		URSR Paint Color Selection — Black — /BL **Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI** **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							

QUOTATION

CREATED	**11/10/2020**
VALID THROUGH	**2/8/2021**
Prepared By	Loretta Gray
Quote Filename	Wilco InnerLoop Annex 102 and 200 - LG20-430258 R6 /C

Product options that must be determined (aka TBDs) exist and must be selected prior to purchase order submittal. These items are notated in the far right column with (?)

Line	Model		Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
2.111	**UTF60**	Wireworks Universal Trim-Full Hght,60"H,Unuphol	13	$38.00	$494.00	46.000	$20.52	**$266.76**	
		Standard Trim Finishes Black .BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.112	**UTF78**	Wireworks Universal Trim-Full Hght,78"H,Unuphol	5	$54.00	$270.00	46.000	$29.16	**$145.80**	
		Standard Trim Finishes Black .BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.113	**UTH18**	Wireworks Universal Trim Height-Change Kit,18"H,Unuphol	1	$10.00	$10.00	46.000	$5.40	**$5.40**	
		Standard Trim Finishes Black .BL							
		Lead Time: 3 - 5 Weeks; Ships from MANITOWOC, WI **Please Note: Leadtime calculated on 11/10/2020 and is subject to change.**							
2.114	**UTLN48**	UNIV. TASKLIGHT,MAGNETIC BALLAST,48"W	0	$68.00	$0.00	0.000	$68.00	**$0.00**	
	No Image Available	ACCESSORY COLOR To Be Determined TBD<<							
		Lead Time not available for calculation							
2.115	**UTLN54**	TASK LIGHT - STANDARD BALLAST	0	$0.00	$0.00	0.000	$0.00	**$0.00**	
	No Image Available								
		Lead Time not available for calculation							
2.116	**UTLN60**	TASK LIGHT - STANDARD BALLAST	0	$0.00	$0.00	0.000	$0.00	**$0.00**	
	No Image Available								
		Lead Time not available for calculation							
Tag 1: NEW PLAN						**WorkGroup Product Subtotal**		**$21,861.36**	

Quote Summary

Product SubTotal:	**$21,861.36**
Estimated Sales Tax:	**See Notes**
Quote Total:	**$21,861.36**

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

PROJECT LEAD TIME SUMMARY:

- Manufacturing lead time begins once the order is complete and acknowledged. Delivery dates are determined per order based on the longest lead time per shipping location and are confirmed on the order acknowledgement.

Shipping Location	MFG Lead Time Range
MANITOWOC, WI	3 - 5 Weeks
PEMBROKE, ONT	3 - 5 Weeks
MISCELLANEOUS	Lead time could not be calculated

- Lead times are subject to change based on quantities, manufacturing capacity and surface material selections. Laminate and/or fabrics outside the standard KI ingrade program may have extended lead time.
- For more information or questions regarding delivery consolidation, contact KI Customer Service.

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Loretta Gray
Market Code: 9=9=State/Local Gov't

Opportunity #: 430258

Quote Filename: Wilco InnerLoop Annex 102 and 200 - LG20-430258 R6

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
   KI
   1330 Bellevue Street
   Green Bay, WI 54302

2. The following items must be included on all purchase orders:
   - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
   - Ship To Information: complete legal name, address, contact name, contact phone number
   - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
   - Issue Date: date the purchase order was issued
   - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
   - Purchase Order Total: total of all items and services included on the purchase order
   - Authorization: signature of authorized purchasing agent or buying entity
   - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
     - Quantity of each item
     - Complete model number, including all finish and option information (by line item)
     - Net purchase price (by line item)
     - Extended net purchase price (all line items)
     - Any additional applicable charges (ex: installation and/or delivery charges)
     - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.

4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.

Commissioners Court - Regular Session **32.**

Meeting Date: 12/08/2020

Steger Bizzell 1607-104 WA5 SA1 San Gabriel Ranches Sub

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 5 under Williamson County Contract between Steger Bizzell Engineering, Inc. and Williamson County dated January 17, 2017 for Professional Engineering Design Services for Roadway Reconstruction and Drainage Improvements on Baker Ln, Jennifer Ln, Hawkins Dr., Mikes Way and Norwood Dr. in South San Gabriel Ranches Subdivision. This supplemental is to extend the expiration date to September 30, 2021. Funding source: P489

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Steger Bizzell 1607-104 WA5 SA1 San Gabriel Ranches Sub

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/23/2020 12:58 PM
County Judge Exec Asst.	Andrea Schiele	11/23/2020 01:30 PM
Form Started By: Vicky Edwards		Started On: 11/23/2020 12:33 PM
Final Approval Date: 11/23/2020		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __5__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Professional Engineering Design Services for Roadway Reconstruction and Drainage Improvements on Baker Ln, Jennifer Ln, Hawkins Dr, Mikes Way and Norwood Dr in South San Gabriel Ranches Subdivision

This Supplemental Work Authorization No. _1__ to Work Authorization No. _5___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 17, 2017** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Steger Bizzell Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _5___ dated effective **April 30, 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 **September 30, 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
Curtis Steger	Bill Gravell, Jr.
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
11/23/20	
Date	Date

Attachment C - Work Schedule

Steger Bizzell Engineering, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **33.**

Meeting Date: 12/08/2020

Road and Bridge – Award T2080 IFB Hauling

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #T2080 Hauling Services to the lowest and best bidder, Statewide Materials Transport Ltd.

Background

Williamson County received two submittals for this Invitation for Bids. After review and evaluation from th.e Road and Bridge Department, the committee is recommending that Statewide Materials Transport, Ltd. be awarded IFB #T2080 Hauling. Bid tabulation spreadsheet is attached. Point of Contact is James Williams and the Funding Source(s) are 01.0200.0210.003544 & 01.0200.0210.003597 for FY2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

spreadsheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 09:17 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:27 AM
Form Started By: Andrew Portillo		Started On: 12/01/2020 01:42 PM
Final Approval Date: 12/03/2020		

WILLIAMSON COUNTY
1848

November 6, 2020

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #T2080 – Hauling

After reviewing all the pertinent information, we have concluded that Statewide Materials Transport, Ltd submitted the lowest and best offer for the T2080 bid, Hauling. I recommend to the Williamson County Commissioners Court that they award Statewide Materials Transport Ltd the vendor for IFB #T2080 – Hauling.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County, TX

T2080 IFB Hauling

11.20.2020

Vendor	Melendrez Trucking		Statewide Materials Transport, LTD	
Hauling	**Unit**	**Price**	**Unit**	**Price**
0.0 to 5.5 (Mile Minimum)	Ton	$2.00 or $4.00	Ton	$ 1.92
5.6 to 10.0 miles (Mile Minimum)	Ton	$3.00 or $5.00	Ton	$ 2.90
10.1 to 15.0 Miles (mile Mimimum)	Ton	$4.00 to $5.00	Ton	$ 3.64
15.1 to 46.0 (mileage chart may be attached)	ton-mile	See Melendrez tab	ton-mile	$ 0.18
46.1 miles and over (mileage chart may be attached)	ton-mile	See Melendrez tab	ton-mile	$ 0.18
Belly Dump	Yes		Yes	
End Dump	Yes		Yes	
12yd Bob Tail	Yes		No	
8 yd Bob Tail	Yes		No	

Commissioners Court - Regular Session **34.**

Meeting Date: 12/08/2020

Reject Qualifications submitted for RFQ #3602

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on rejecting statement of qualifications submitted for RFQ #3602 Planning of Ronald Reagan Corridor and authorizing the Purchasing Agent to advertise and receive sealed qualifications under the new RFQ #T2666.

Background

Williamson County received statement of qualifications for RFQ #3602 Planning Ronald Reagan Corridor on 04.28.20. It is recommended that we reject all submissions due to lapse in time as solicitations were suspended for Covid-19 and allow for updated revisions to the specifications to be included in the new solicitation. Bob Daigh is the point of contact with the estimated amount of $3,500,000.00. Funding Source: LRP.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 09:22 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:27 AM
Form Started By: Johnny Grimaldo		Started On: 12/01/2020 04:09 PM
Final Approval Date: 12/03/2020		

Commissioners Court - Regular Session **35.**

Meeting Date: 12/08/2020

Consider Awarding IFB T2240 Asphalt Cement

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #T2240 Asphalt Cement to the lowest and best bidder, Ergon Asphalt and Emulsions, Inc.

Background

Williamson County received one submittal for the Invitations for Bids. After review and evaluation from the Road and Bridge Department, the committee has recommended that Ergon Asphalt and Emulsions, Inc. be awarded IFB #T2240 Asphalt Cement at $2.45 per gallon. Point of Contact is James Williams and the Funding Source for FY 2021 is 01.0200.0210.003597.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Statement of Opening

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/02/2020 09:41 PM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:28 AM

Form Started By: Johnny Grimaldo Started On: 12/02/2020 01:02 PM

Final Approval Date: 12/03/2020

WILLIAMSON COUNTY
1848

November 30, 2020

Mr. Randy Barker
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #T2240 – Asphalt Cement

After reviewing all the pertinent information, we have concluded that Ergon Asphalt & Emulsions, Inc. submitted the lowest and best offer for the T2240 bid, Asphalt Cement. I recommend to the Williamson County Commissioners Court that they award Ergon Asphalt & Emulsions, Inc. the vendor for IFB #T2240 – Asphalt Cement.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County, TX

Statement of opening of offers

The registration period for the purchase process IFB Asphalt Cement is closed on 09 Nov 2020 (Mon), 3:15 PM.

On 09 Nov 2020 (Mon), 3:23:00 PM, Johnny Grimaldo opened the registrations.

Entries submitted after the closing date, 09 Nov 2020 (Mon), 3:15 PM, will not be included in the procedure.

Registrations received:

	Offer ID	Name	Submitted
1	OF4433	**Ergon Asphalt & Emulsions, Inc.** By: Ergon Asphalt & Emulsions, Inc.	06 Nov 2020 (Fri), 10:55:15 AM

Registration prices:

Ergon Asphalt & Emulsions, Inc. - Submitted price: $ 2.45

	Price
Please enter Unit Price in section 2.2 Bid Form	$ 2.45
Bid Form	

Reported by Johnny Grimaldo on 09 Nov 2020 (Mon), 3:23 PM

Commissioners Court - Regular Session **36.**

Meeting Date: 12/08/2020

Closing of CR 463 for a Cross Culvert Replacement

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the closing of CR 463 for a cross culvert replacement.

Background

The proposed roadway closure and detour of CR 463, approximately 1,240’ north of CR 462, is necessary in order to perform a cross culvert replacement. The closure will start on or around 12/14/2020 and continue for approximately 3 calendar days.

Fiscal Impact

From/To	Acct No.	Description	Amount

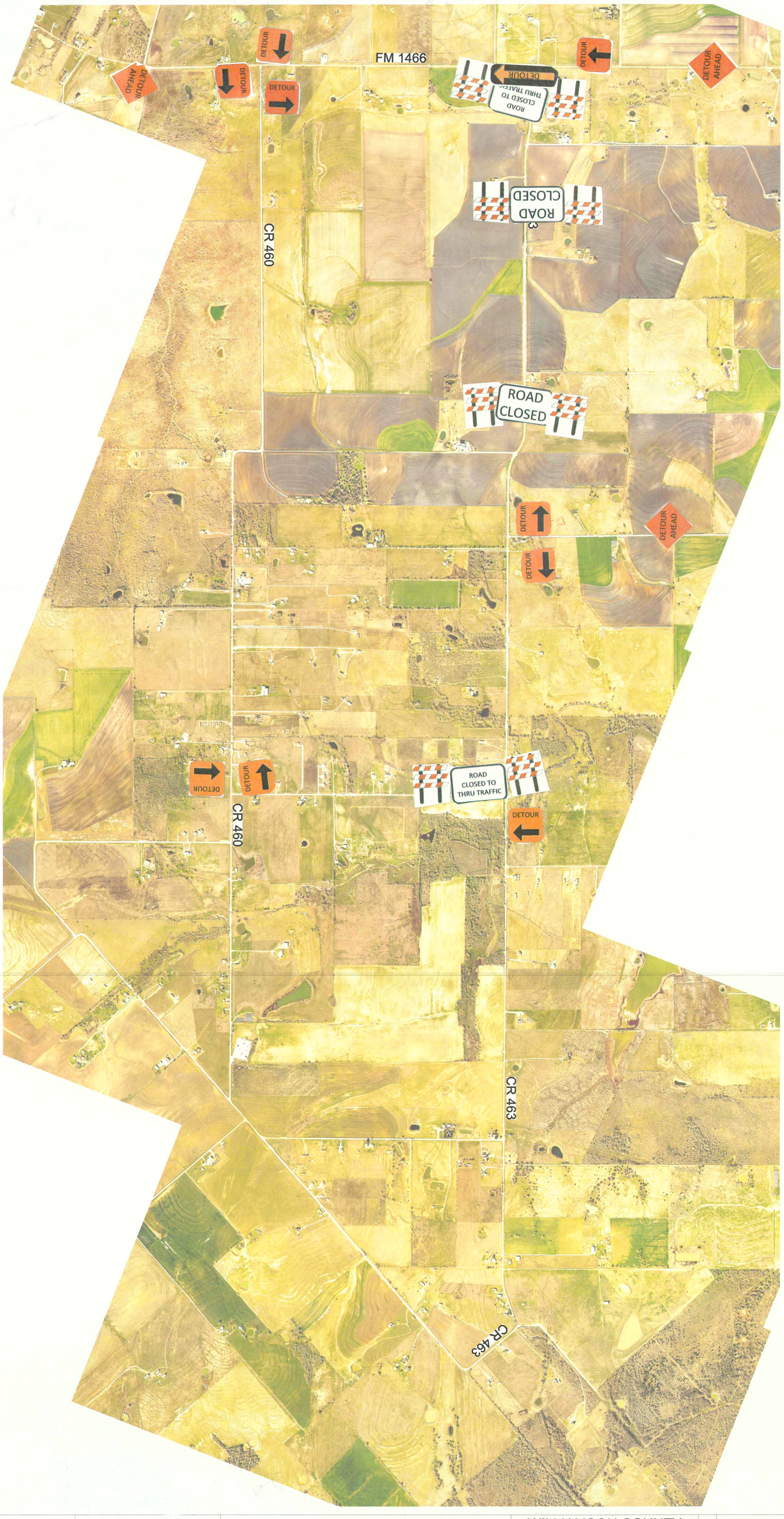
Attachments

Detour Plan- CR 463

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 11:30 AM
Form Started By: Kelly Murphy		Started On: 12/03/2020 09:44 AM
Final Approval Date: 12/03/2020		

CR 460 AND CR 463.dgn
9/15/2020 12:13:26 PM



PROJECT:	CR 460 AND CR 463
DATE:	09/15/20
DESIGNED:	###
CAD DWG:	###
REVIEWED:	###

SHEET 1 OF 1

WILLIAMSON COUNTY
1848

CR 460 AND CR 463
Phase 1 Road Closure

TRAFFIC CONTROL PLAN

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

NO.	DESCRIPTION	BY	DATE
#	##########	####	########

Commissioners Court - Regular Session **37.**

Meeting Date: 12/08/2020

Final plat for Siena Sec 23A Lot 58 Block II subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for Siena Sec 23A Lot 58 Block II subdivision – Precinct 4.

Background

This subdivision consists of 1 new lot and no new public roads.

Timeline

2020-11-04 – initial submittal of final plat
2020-11-19 – 1st review complete and comments clear
2020-11-24 – final plat received with all signatures
2020-12-03 – final plat placed on December 8, 2020 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Siena Sec 23A, Lot 58 Blk II

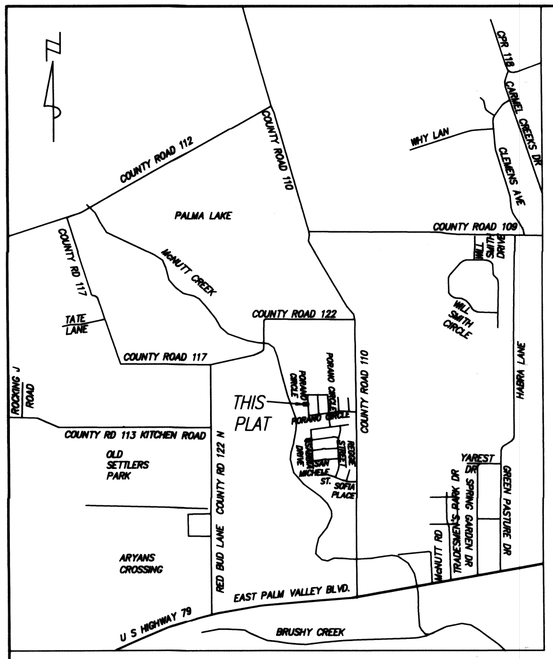
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 11:46 AM
Form Started By: Adam Boatright		Started On: 12/03/2020 11:40 AM
Final Approval Date: 12/03/2020		

FINAL PLAT OF
SIENA SECTION 23A LOT 58 BLOCK II
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'



LOCATION MAP
1"= 2000'

PLAT NOTES:

1. NO PART OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL No. 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019,
2. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
3. WATER AND WASTEWATER WILL BE PROVIDED BY SIENA MUD NO.1.
4. A TEN FOOT (10') PUBLIC UTILITY EASEMENT (PUE) AND SIDEWALK EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
5. THIS SUBDIVISION IS SUBJECT TO THE STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
6. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
7. ALL ELEVATIONS SHOWN HEREON ARE BASED ON LEICA'S SMARTNET NORTH AMERICAN REFERENCE NETWORK TXGEOID12B-GRS80 (NAVD '88).
8. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
9. THIS SUBDIVISION IS PLANNED TO BE ANNEXED INTO THE EXISTING SIENA HOME OWNERS ASSOCIATION.
10. THE MINIMUM FINISHED FLOOR ELEVATIONS 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.

DESCRIPTION:

THAT PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT 0.149 ACRE TRACT (TRACT 1) OF LAND CONVEYED TO KENNETH W. BURGE BY DEED RECORDED IN DOCUMENT NO. 2014090982 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 0.149 ACRE TRACT, SAME BEING AT THE SOUTHWEST CORNER OF LOT 57, BLOCK II, SIENA SECTION 23A ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015008675 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ON THE EAST LINE OF A 40.052 ACRE TRACT OF LAND CONVEYED TO CITY OF ROUND ROCK, TEXAS, BY DEED RECORDED IN DOCUMENT NO. 2018096958 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE N87°18'58"E ALONG THE NORTH LINE OF SAID 0.149 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID LOT 57 A DISTANCE OF 120.56 FEET TO A 1/2" IRON ROD WITH CAP LABELED "ATS" AT THE NORTHEAST CORNER OF SAID 0.149 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID LOT 57 AND ON THE WEST LINE OF PORANO CIRCLE (50' RIGHT-OF-WAY WIDTH);

THENCE S02°32'36"E ALONG THE EAST LINE OF SAID 0.149 ACRE TRACT, SAME BEING THE WEST LINE OF SAID PORANO CIRCLE A DISTANCE OF 54.08 FEET TO A 1/2" IRON ROD FOUND WITH CAP LABELED "ATS" AT THE SOUTHEAST CORNER OF SAID 0.149 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF LOT 59 OF SAID BLOCK II;

THENCE S87°21'21"W ALONG THE SOUTH LINE OF SAID 0.149 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID LOT 59 A DISTANCE OF 120.44 FEET TO A 1/2" IRON ROD FOUND WITH CAP LABELED "RJ SURVEYING" AT THE SOUTHWEST CORNER OF SAID 0.149 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID LOT 59 AND ON THE EAST LINE OF SAID 40.052 ACRE TRACT;

THENCE N02°40'09"W ALONG THE WEST LINE OF SAID 0.149 ACRE TRACE, SAME BEING THE EAST LINE OF SAID 40.052 ACRE TRACT A DISTANCE OF 54.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 0.1494 ACRES, MORE OR LESS, AS SHOWN ON THE SKETCH ATTACHED.
ALL IRON RODS SET HAVE RJ SURVEYING CAPS.
BEARINGS ARE BASED ON THE NORTH LINE OF LOT 59, BLOCK II, SIENA SECTION 23A ACCORDING TO THE THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015008675 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND:

- ○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- ● = FOUND 1/2" IRON ROD (AS NOTED)
- ROW = RIGHT-OF-WAY
- BL = BUILDING SETBACK LINE
- OPRWC= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- POB = POINT OF BEGINNING
- ⊛ = BENCHMARK

BEARINGS ARE BASED ON THE WEST LINE OF SIENA SECTION 23A ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015008675 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

SITE DATA:

OWNER: KENNETH W. BURGE
1001 NORTH REDBUD LANE
ROUND ROCK, TX 78665

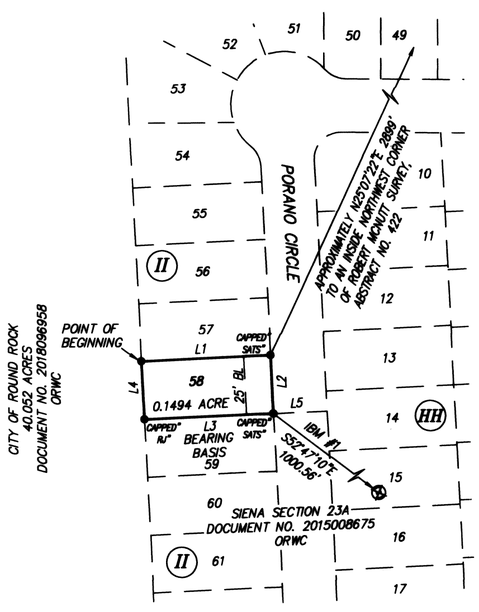
ACREAGE: 0.1494 ACRE
PATENT SURVEY: ROBERT McNUTT SURVEY, ABSTRACT NO. 422
SURVEYOR: RJ SURVEYING AND ASSOCIATES, INC.
2900 JAZZ STREET
ROUND ROCK, TEXAS 78664

NUMBER OF BLOCKS: 1
LINEAR FEET OF NEW STREETS: 0 FEET
SUBMITTAL DATE:
DATE OF COMMISSIONER'S COURT APPROVAL:

BENCHMARK NO. 1:
CHISELED SQUARE ON TOP OF CURB ON THE NORTH SIDE OF SABBIA DRIVE APPROXIMATELY 147 FEET FROM THE CENTERLINE OF PORANO CIRCLE.
ELEVATION: 667.82 FEET (NAVD '88)
ALL ELEVATIONS ARE BASED ON LEICA'S SMARTNET NORTH AMERICAN REFERENCE NETWORK TXGEOID12B-GRS80

NUMBER OF LOTS/ACREAGE BY LOT TYPE:
1 SINGLE FAMILY LOT - 0.1494 ACRE
ROW DEDICATION: 0

ENGINEER: RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET
ROUND ROCK, TEXAS 78664



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°18'58"E	120.56'
L2	S02°32'36"E	54.08'
L3	S87°21'21"W	120.44'
L4	N02°40'09"W	54.00'
L5	N87°21'21"E	50.00'

ENGINEER'S CERTIFICATION

STATE OF TEXAS

COUNTY OF WILLIAMSON

NO PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL No. 48491C0515F, EFFECTIVE DATE DECEMBER 20, 2019.

I, J. KEITH COLLINS DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

J. Keith Collins 11/23/2020

J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579
STATE OF TEXAS

STATE OF TEXAS
J. KEITH COLLINS
80579
REGISTERED
PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATION

STATE OF TEXAS

COUNTY OF WILLIAMSON

I, WILLIAM L. JOHNSON, DO HEREBY CONFIRM THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

William L. Johnson 23 NOVEMBER 2020

WILLIAM L. JOHNSON DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5425
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
WILLIAM L. JOHNSON
5425
PROFESSIONAL
LAND SURVEYOR

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

THAT KENNETH W. BURGE, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2014090982 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF ROUND ROCK AND WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SECTION 23A LOT 58 BLOCK II".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23rd DAY OF November 20 20

BY: _____
KENNETH W. BURGE
1001 NORTH REDBUD LANE
ROUND ROCK, TX 78665

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED KENNETH W. BURGE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 23 DAY OF November, 20 20 A.D.

BY: Jennifer Martin
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Jennifer Martin

MY COMMISSION EXPIRES: March 12 2024

JENNIFER MARTIN
Notary Public, State of Texas
Notary ID# 13240111-3
My Commission Expires
MARCH 12, 2024

EASEMENTS:
A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHTS-OF-WAY
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL SIDE LOT LINES
A PUBLIC UTILITY EASEMENT 5 FEET WIDE IS HEREBY DEDICATED ALONG EACH SIDE OF ALL REAR LOT LINES

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____
BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____ A.D. AT _____ O'CLOCK _____M., AND DULY RECORDED THIS THE DAY OF _____, 20_____ A.D., AT _____ O'CLOCK _____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

SURVEY: ROBERT MCNUTT SURVEY, ABSTRACT NO. 422
DATE: 2 NOVEMBER 2020 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400

S:\CIVIL 3D 2851-2900\2889-SIENA 23A LOT 58\Drawings\2889-PLAT.dwg, 11/20/2020 9:28:08 AM

Commissioners Court - Regular Session **38.**

Meeting Date: 12/08/2020

Final plat for the Santa Rita Ranch Phase 1 Section 15 subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 15 subdivision – Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 38 single family lots, 1 open space & landscape easement lot and 1,063 linear feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $596,535.98 has been posted with the County to cover the cost of the remaining construction.

Timeline

2019-08-23 – initial submittal of final plat
2019-09-03 – 1st review complete with comments
2020-11-03 – 2nd submittal of final plat
2020-11-18 – 2nd review complete with comments clear except completing construction
2020-11-16 – receipt of financial security for remaining construction
2020-11-25 – receipt of final plat with signatures
2020-12-03 – final plat placed on the December 8, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

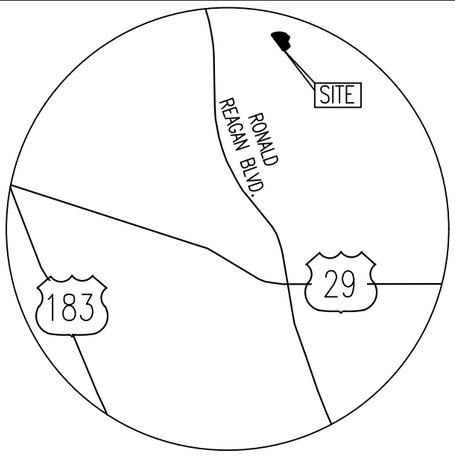
Attachments

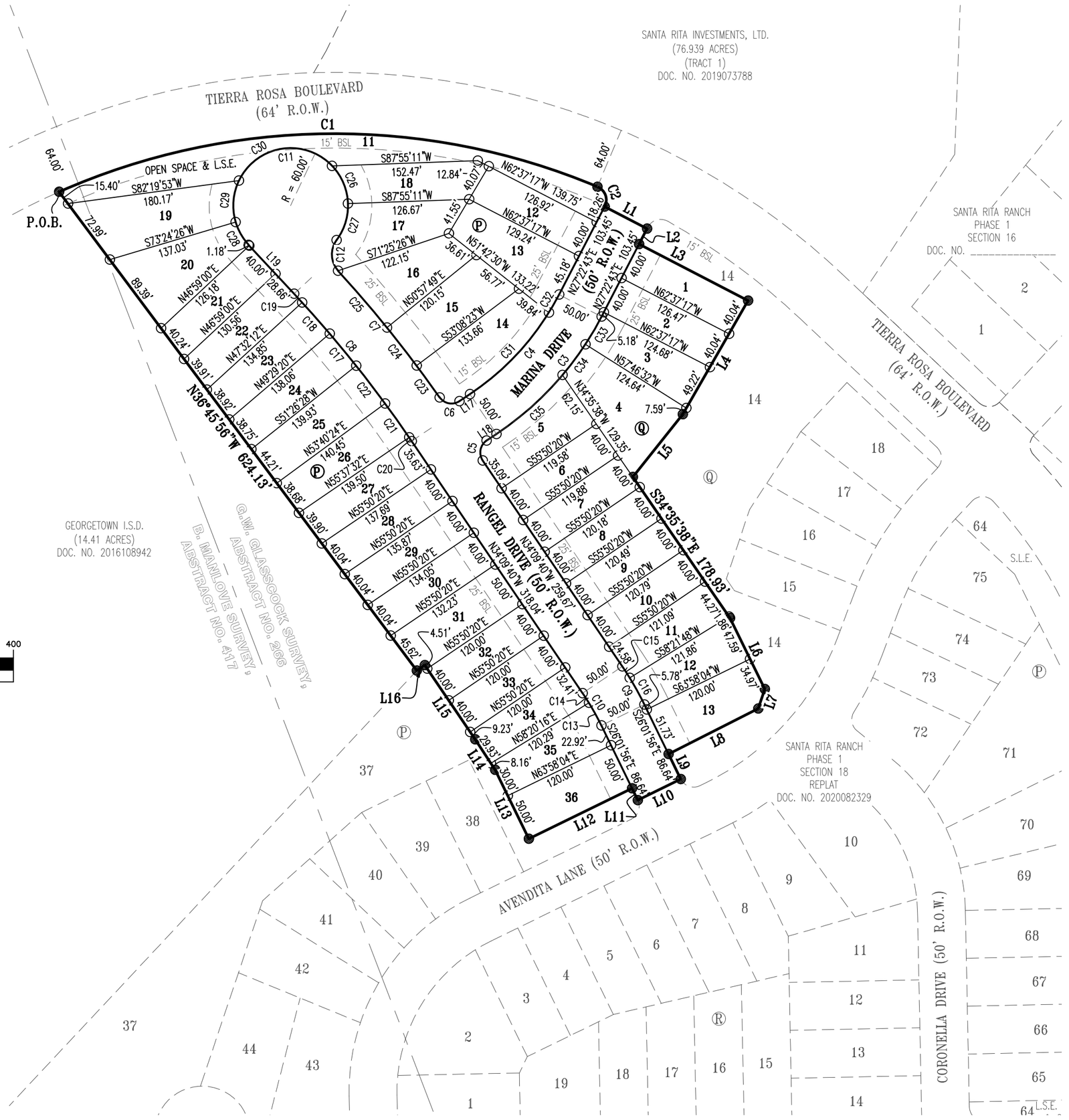
final plat - Santa Rita Ranch Ph1 Sec 15

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 11:54 AM
Form Started By: Adam Boatright		Started On: 12/03/2020 11:44 AM
Final Approval Date: 12/03/2020		

SANTA RITA RANCH, PHASE 1
SECTION 15
FINAL PLAT





SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

- ◍ CAPPED 1/2" IRON ROD SET
- ○ CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- P.O.B. POINT OF BEGINNING
- — — — APPROXIMATE ABSTRACT SURVEY LINE

DATE: NOVEMBER 3, 2020

OWNER:
SANTA RITA KC, LLC., AND
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX. 78642

DEVELOPER:
SANTA RITA KC, LLC., AND
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX. 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

Line Table		
Line #	Length	Direction
L1	50.00	S62°37'17"E
L2	18.26	S27°22'43"W
L3	128.25	S62°37'17"E
L4	136.89	S29°55'54"W
L5	83.78	S38°30'33"W
L6	82.56	S26°01'56"E
L7	21.37	S18°32'53"W
L8	105.01	S63°07'41"W
L9	29.12	S26°01'56"E
L10	50.00	S63°58'04"W

Line Table		
Line #	Length	Direction
L11	13.72	N26°01'56"W
L12	120.00	S63°58'04"W
L13	80.00	N26°01'56"W
L14	38.10	N33°19'27"W
L15	93.74	N34°09'40"W
L16	10.16	S55°21'13"W
L17	13.24	S56°20'51"W
L18	12.36	S56°20'51"W
L19	69.84	S43°01'00"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	578.18	710.05	N89°27'48"E	562.34	306.20	46°39'19"
C2	24.76	15.00	S19°55'01"E	22.04	16.25	94°35'03"
C3	166.34	329.00	N41°51'47"E	164.58	84.99	28°58'07"
C4	141.06	279.00	N41°51'47"E	139.56	72.07	28°58'07"
C5	23.70	15.00	S11°05'35"W	21.31	15.13	90°30'30"
C6	23.19	15.00	S79°22'10"E	20.95	14.63	88°33'59"
C7	169.81	1325.00	N38°45'28"W	169.70	85.02	7°20'35"
C8	197.06	1275.00	N38°35'20"W	196.87	98.73	8°51'20"
C9	46.11	325.00	N30°05'48"W	46.07	23.09	8°07'44"
C10	39.02	275.00	N30°05'48"W	38.98	19.54	8°07'44"
C11	272.15	60.00	S86°55'31"W	92.00	71.65	259°53'05"
C12	34.60	25.00	S02°46'51"E	31.90	20.72	79°17'49"
C13	27.02	275.00	N28°50'50"W	27.01	13.52	5°37'48"
C14	11.99	275.00	N32°54'42"W	11.99	6.00	2°29'56"
C15	14.32	325.00	S32°53'56"E	14.32	7.16	2°31'28"
C16	31.79	325.00	S28°50'04"E	31.78	15.91	5°36'16"
C17	43.44	1275.00	N39°32'06"W	43.44	21.72	1°57'08"
C18	43.44	1275.00	N41°29'14"W	43.44	21.72	1°57'08"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C19	12.31	1275.00	N42°44'24"W	12.31	6.16	0°33'12"
C20	4.75	1275.00	N34°16'04"W	4.75	2.37	0°12'48"
C21	43.44	1275.00	N35°21'02"W	43.44	21.72	1°57'08"
C22	49.67	1275.00	N37°26'34"W	49.67	24.84	2°13'56"
C23	41.03	1325.00	N35°58'24"W	41.02	20.51	1°46'26"
C24	50.33	1325.00	N37°56'54"W	50.32	25.17	2°10'34"
C25	78.46	1325.00	N40°43'58"W	78.45	39.24	3°23'34"
C26	43.78	60.00	S22°59'08"E	42.82	22.92	41°48'37"
C27	40.79	60.00	S17°23'37"W	40.01	21.22	38°56'53"
C28	27.67	60.00	N29°48'18"W	27.43	14.09	26°25'27"
C29	44.54	60.00	N04°40'27"E	43.53	23.35	42°32'02"
C30	115.37	60.00	N81°01'31"E	98.40	85.96	110°10'06"
C31	119.52	279.00	N44°04'29"E	118.61	60.69	24°32'43"
C32	21.54	279.00	N29°35'25"E	21.53	10.78	4°25'24"
C33	33.52	329.00	S30°17'50"W	33.50	16.77	5°50'13"
C34	40.09	329.00	S36°42'25"W	40.07	20.07	6°58'57"
C35	92.73	329.00	S48°16'22"W	92.42	46.67	16°08'57"

TOTAL ACREAGE: 6.758 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417 &
GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 266

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS:	39
NO. OF SINGLE FAMILY LOTS:	38
NO. OF OPEN SPACE & L.S.E. LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
MARINA DRIVE	310'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
RANGEL DRIVE	753'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	1,063'					

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: \AC3D\5052\SURVEY\PLAT - SANTA RITA RANCH, PH 1, SEC 15.dwg

SANTA RITA RANCH, PHASE 1
SECTION 15
FINAL PLAT

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVEATION (BFE), WHICHEVER IS HIGHER.
2. 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.
3. 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.
4. NO STRUCTURE OR LAND SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. 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.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

FIELD NOTES

BEING ALL OF THAT CERTAIN 6.758 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, AND THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION A CALLED 104.94 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2010078403, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF A CALLED 76.939 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2019073788, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 6.758 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND IN THE SOUTH LINE OF TIERRA ROSA BOULEVARD (64' R.O.W.), BEING AT THE NORTHERNMOST CORNER OF A CALLED 14.41 ACRE TRACT OF LAND CONVEYED TO GEORGETOWN I.S.D. IN DOCUMENT NUMBER 2016108942, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE SOUTH LINE OF SAID TIERRA ROSA BOULEVARD AND ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 710.05 FEET, AN ARC LENGTH OF 578.18 FEET, AND A CHORD THAT BEARS N89°27'48"E, A DISTANCE OF 562.34 FEET TO A 1/2 INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TIERRA ROSA BOULEVARD AND THE WEST LINE OF MARINA DRIVE (50' R.O.W.),

THENCE, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET AN ARC LENGTH OF 24.76 FEET, AND A CHORD THAT BEARS S19°55'01"E, A DISTANCE OF 22.04 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WEST TERMINUS OF SAID MARINA DRIVE,

THENCE, S62°37'17"E, WITH THE TERMINUS LINE OF SAID MARINA DRIVE, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE EAST TERMINUS OF SAID MARINA DRIVE, BEING IN A NORTHWEST LINE OF LOT 14, BLOCK Q, SANTA RITA RANCH, PHASE 1, SECTION 18, REPLAT, RECORDED IN DOCUMENT NUMBER 2020082329, OFFICIAL PUBLIC RECORDS OF WILLIMASON COUNTY, TEXAS, FOR A NORTH CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH A WESTERN LINE OF SAID LOT 14, THE FOLLOWING NINE (9) COURSES AND DISTANCES, NUMBERED 1 THROUGH 9,

1) S27°22'43"W, A DISTANCE OF 18.26 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, BEING AT THE WESTERNMOST CORNER OF SAID LOT 14,
2) S62°37'17"E, A DISTANCE OF 128.25 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
3) S29°55'54"W, A DISTANCE OF 136.89 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
4) S38°30'33"W, A DISTANCE OF 83.78 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
5) S34°35'38"E, A DISTANCE OF 178.93 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
6) S26°01'56"E, A DISTANCE OF 82.56 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
7) S18°32'53"W, A DISTANCE OF 21.37 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
8) S63°07'41"W, A DISTANCE OF 105.01 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
9) S26°01'56"E, A DISTANCE OF 29.12 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE EASTERN TERMINUS OF RANGEL DRIVE (50' R.O.W.), BEING AT A SOUTH CORNER OF SAID LOT 14,

THENCE, S63°58'04"W, WITH THE TERMINUS LINE OF SAID RANGEL DRIVE, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE WEST TERMINUS OF SAID RANGEL DRIVE, BEING IN A NORTHEAST LINE OF LOT 37, BLOCK P OF SAID SANTA RITA RANCH, PHASE 1, SECTION 18,

THENCE, WITH A NORTHEAST LINE OF SAID LOT 37, BLOCK P, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1) N26°01'56"W, A DISTANCE OF 13.72 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
2) S63°58'04"W, A DISTANCE OF 120.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
3) N26°01'56"W, A DISTANCE OF 80.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
4) N33°19'27"W, A DISTANCE OF 38.10 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
5) N34°09'40"W, A DISTANCE OF 93.74 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, BEING AT THE NORTHERNMOST CORNER OF SAID LOT 37, AND
6) S55°21'13"W, A DISTANCE OF 10.16 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, BEING AT THE EASTERNMOST CORNER OF SAID 14.41 ACRE TRACT OF LAND, SAME BEING IN A NORTHWEST LINE OF SAID LOT 37,

THENCE, N36°45'56"W, WITH THE NORTHEAST LINE OF SAID 14.41 ACRE TRACT OF LAND, A DISTANCE OF 624.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.758 ACRES OF LAND.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

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SANTA RITA RANCH, PHASE 1
SECTION 15
FINAL PLAT

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THESE PRESENTS: SANTA RITA KC, LLC., ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, HAVING IT'S HOME OFFICE IN AUSTIN, TEXAS, ACTING HEREIN BY AND THROUGH JAMES EDWARD HORNE, VICE PRESIDENT, AND BEING OWNERS OF A CALLED 104.94 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2010078403, A CALLED 76.939 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2019073788, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417 AND THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 6.758 ACRES OF LAND, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE ALL ADDITIONAL ROW, STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC USE, OR, WHEN THE SUBDIVIDER HAS MADE PROVISION FOR PERPETUAL MAINTENANCE THEREOF, TO THE INHABITANTS OF THE SUBDIVISION. TO BE KNOWN AS:

"SANTA RITA RANCH, PHASE 1 SECTION 15"

SANTA RITA KC, LLC., A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TEXAS 78642

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MR. JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 4th DAY OF NOVEMBER, 2020 A.D.

Susan O. Martin
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF TWO DEED OF TRUST LIENS DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVENT DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME: Jason Rangel

TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 6 DAY OF November, A.D., 2020.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Grace Marie Jared

MY COMMISSION EXPIRES: 03/23/24

GRACE MARIE JARED
Notary Public, State of Texas
Commission Expires 03-23-2024
Notary ID 132413510

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 11/4/2020
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 04 Nov 2020
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 11.12.2020
DAVID J. STALLWORTH, AICP DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 4th DAY OF November 2020 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVEL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVELL, JR, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 20___, A.D., AT _____ O'CLOCK, ___.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NUMBER

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 3 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J:\AC3D\5052\SURVEY\PLAT - SANTA RITA RANCH, PH 1, SEC 15.dwg

Commissioners Court - Regular Session **39.**

Meeting Date: 12/08/2020

Final plat for the Santa Rita Ranch Phase 1 Section 16 subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 16 subdivision – Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 71 single family lots, 1 open space & drainage easement lot, 2 open space & wastewater/landscape easement lots and 2,888 linear feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $1,884,663.81 has been posted with the County to cover the cost of the remaining construction.

Timeline

2019-08-16 – initial submittal of final plat
2019-08-28 – 1st review complete with comments
2020-11-10 – 2nd submittal of final plat
2020-11-16 – receipt of final plat with signatures
2020-11-20 – 2nd review complete with comments clear except completing construction
2020-11-23 – receipt of financial security for remaining construction
2020-12-03 – final plat placed on the December 8, 2020 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

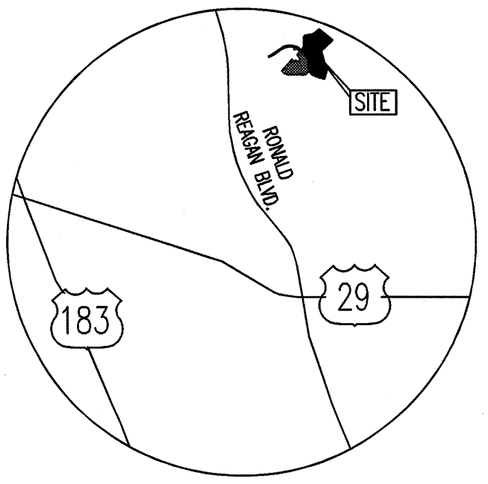
final plat - Santa Rita Ranch, Ph 1 Sec 16

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 11:58 AM
Form Started By: Adam Boatright		Started On: 12/03/2020 11:52 AM
Final Approval Date: 12/03/2020		

SANTA RITA RANCH PHASE 1 SECTION 16

FINAL PLAT



LEGEND

- ● CAPPED 1/2" IRON ROD SET
- ○ CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- BSL BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- M.B.U. MAIL BOX UNIT
- (XXX) EASEMENT BEARING/ DISTANCES

SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

DATE: NOVEMBER 10, 2020

OWNER:
SANTA RITA KC, LLC.,
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

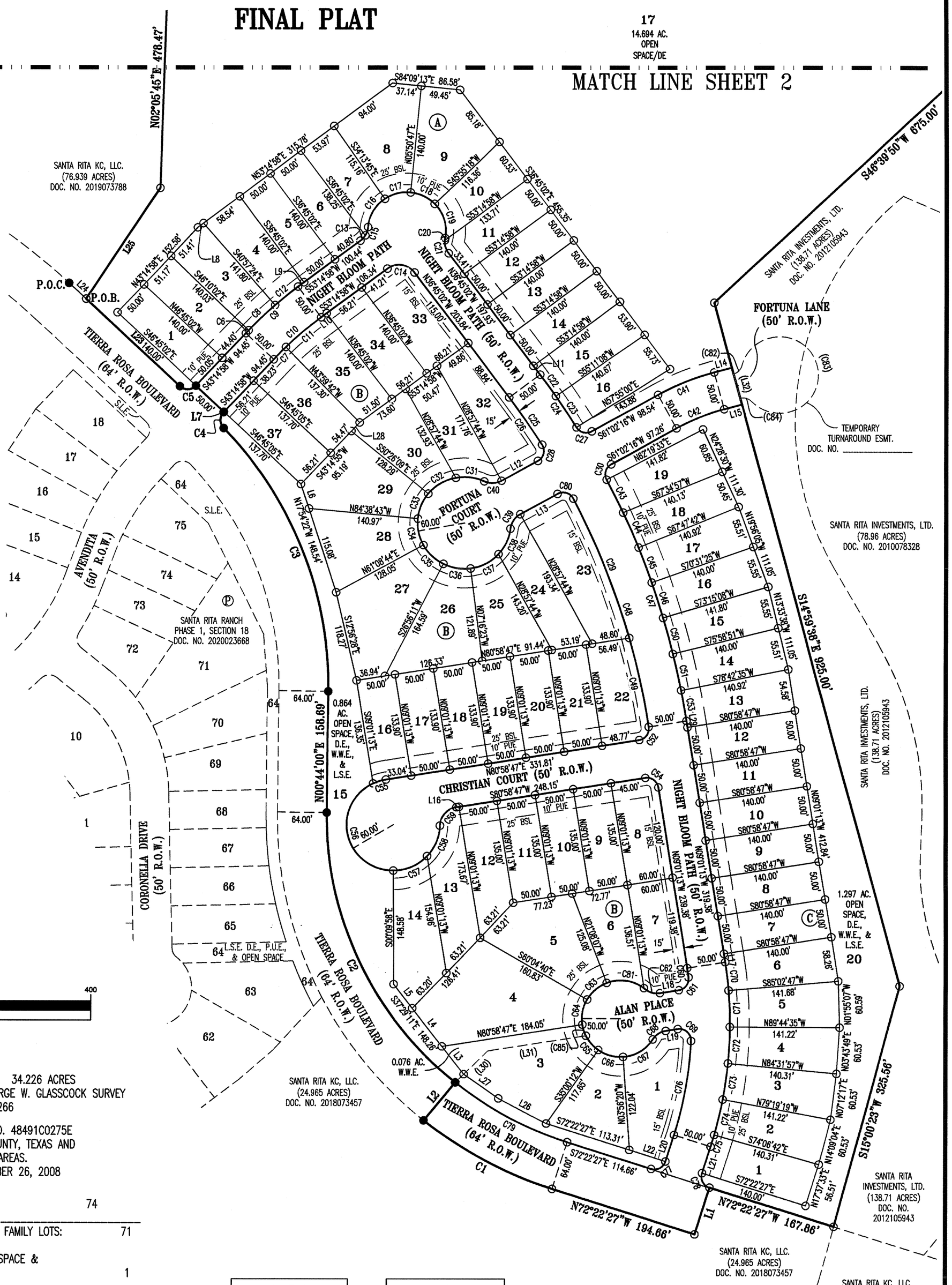
DEVELOPER:
SANTA RITA KC, LLC.
1700 CROSS CREEK LANE STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

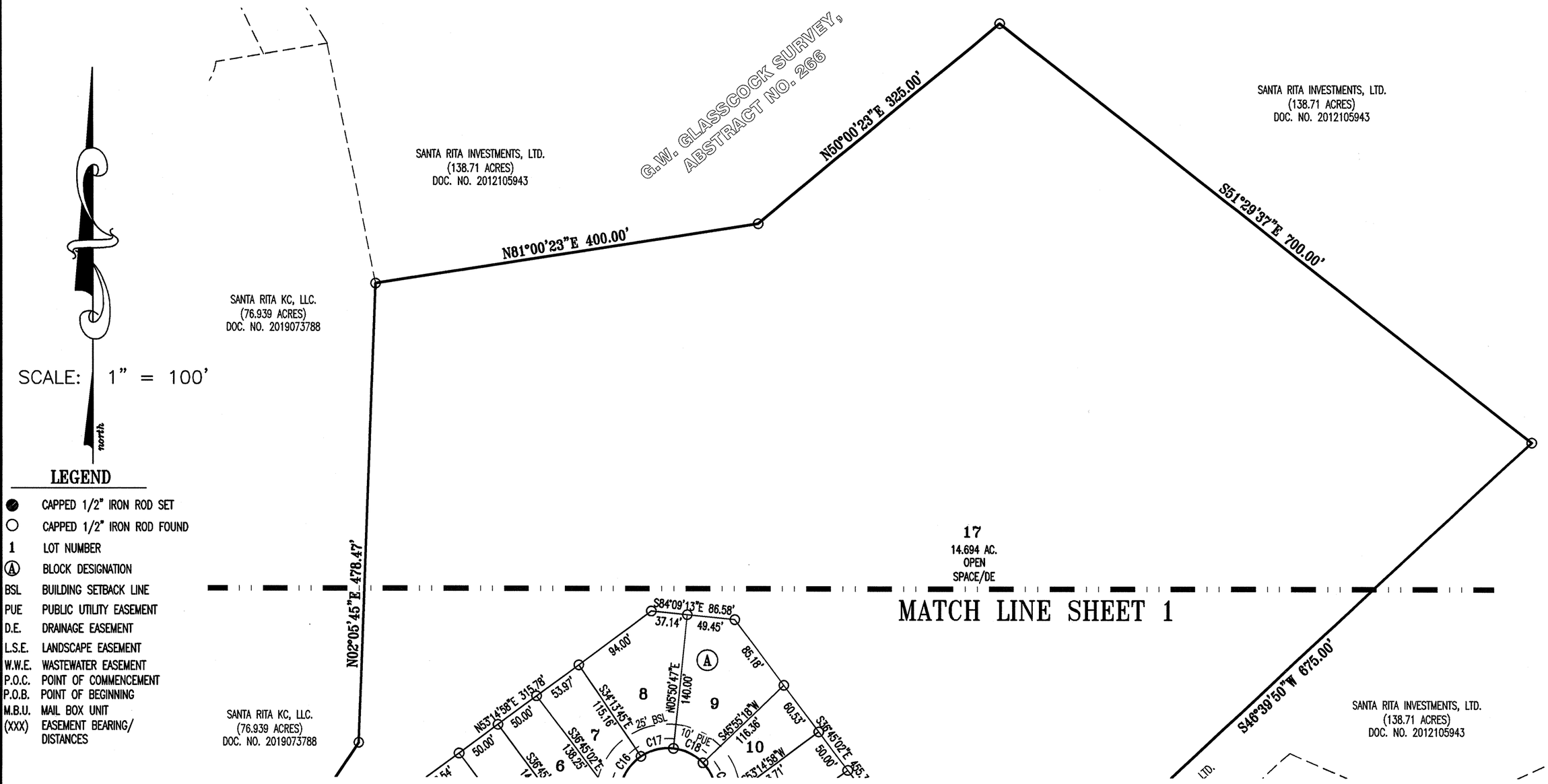
TOTAL ACREAGE: 34.226 ACRES
SURVEY: GEORGE W. GLASSCOCK SURVEY
ABSTRACT NO. 266

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS:	74
NO. OF SINGLE FAMILY LOTS:	71
NO. OF OPEN SPACE & D.E. LOTS:	1
NO. OF OPEN SPACE, D.E., W.W.E. & L.S.E. LOTS:	2
NO OF BLOCKS:	3


MATCH LINE SHEET 2
17
14.694 AC.
OPEN
SPACE/DE
N02°05'45"E 478.47'
SANTA RITA KC, LLC.
(76.939 ACRES)
DOC. NO. 2019073788
S84°09'13"E 86.58'
37.14'
49.45'
94.00'
85.18'
140.00'
N05°50'47"E
S34°13'45"E 115.16'
25' BSL
10' PUE
S45°55'16"W 116.36'
60.53'
S35°45'02"E 455.35'
N53°14'58"E 315.78'
53.97'
50.00'
50.00'
58.54'
51.41'
51.17'
125
P.O.C.
P.O.B.
L24
N45°14'58"E 152.56'
50.00'
S46°45'02"E 140.00'
L25
TIERRA ROSA BOULEVARD (64' R.O.W.)
SLE
S45°14'58"W 94.45'
10' PUE
50.05'
44.40'
C5 50.00'
L7
C4
S45°14'58"W 56.21'
10' PUE
S46°45'05"E 137.70'
S40°57'24"E 141.80'
S46°10'02"E 140.03'
25' BSL
S36°45'02"E 140.00'
S36°45'02"E 138.25'
S36°45'02"E 140.00'
S36°45'02"E 140.00'
NIGHT BLOOM PATH
S53°14'58"W 100.44'
S53°14'58"W 106.34'
41.21'
56.21'
N36°45'02"W 140.00'
N36°45'02"W 203.84'
NIGHT BLOOM PATH (50' R.O.W.)
15' BSL
115.00'
66.21'
49.86'
88.84'
N36°45'02"W 140.00'
N43°59'42"W 137.30'
38.23'
S45°14'58"W 94.45'
S53°14'58"W 50.47'
N28°57'44"W 171.76'
132.93'
15'
S50°26'09"E 128.29'
25' BSL
S45°14'55"W 95.19'
54.47'
56.21'
L28
L6
N17°54'22"W 148.54'
115.08'
C3
N84°38'43"W 140.97'
60.00'
FORTUNA COURT (50' R.O.W.)
C33
C34
C35
C36
C37
C38
C39
C40
C80
L13
10' PUE
15' BSL
N61°08'44"E 128.05'
S26°56'11"W 164.59'
S12°56'28"E 118.27'
N27°16'23"W 121.89'
N28°57'44"W 145.20'
N28°57'44"W 193.34'
C29
C48
N80°58'47"E 91.44'
53.19'
48.60'
56.49'
36.94'
126.33'
50.00'
S89°01'13"E 136.35'
N89°01'13"W 133.90'
N89°01'13"W 133.90'
N89°01'13"W 133.90'
N89°01'13"W 133.90'
N89°01'13"W 133.90'
N89°01'13"W 133.90'
25' BSL
10' PUE
48.77'
33.04'
N80°58'47"E 331.81'
CHRISTIAN COURT (50' R.O.W.)
S80°58'47"W 248.15'
45.00'
C54
C55
C56
C57
C58
C59
L16
3.15
N09°01'13"W 135.00'
N09°01'13"W 135.00'
N09°01'13"W 135.00'

SANTA RITA RANCH PHASE 1 SECTION 16
FINAL PLAT



Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	189.48	510.00	N61°43'52"W	188.39	95.84	21°17'12"
C2	403.38	446.00	N25°10'38"W	389.77	216.67	51°49'16"
C3	379.73	487.00	N21°36'17"W	370.19	200.11	44°40'34"
C4	22.83	15.00	N00°20'48"W	20.69	14.28	87°11'31"
C5	23.56	15.00	S88°14'39"W	21.21	15.00	89°59'24"
C6	5.35	525.00	S43°32'28"W	5.35	2.67	0°35'01"
C7	22.84	475.00	S44°37'38"W	22.84	11.42	2°45'20"
C8	47.74	525.00	S46°26'17"W	47.73	23.89	5°12'38"
C9	91.63	525.00	S48°14'58"W	91.51	45.93	10°00'00"
C10	82.90	475.00	S48°14'58"W	82.80	41.56	10°00'00"
C11	60.06	475.00	S49°37'38"W	60.02	30.07	7°14'40"
C12	38.54	525.00	S51°08'47"W	38.53	19.28	4°12'21"
C13	9.42	25.00	N42°27'05"E	9.37	4.77	21°35'45"
C14	39.27	25.00	N81°45'02"W	35.36	25.00	90°00'00"
C15	11.60	25.00	N18°21'23"E	11.50	5.91	26°35'38"
C16	44.25	50.00	S30°24'55"W	42.82	23.69	50°42'41"
C17	34.97	50.00	S75°48'31"W	34.26	18.24	40°04'31"
C18	34.97	50.00	N64°06'58"W	34.26	18.24	40°04'31"
C19	48.45	50.00	N16°19'11"W	46.57	26.32	55°31'02"
C20	2.89	25.00	S08°07'33"W	2.89	1.45	6°37'34"
C21	18.14	25.00	S15°58'08"E	17.74	9.49	41°33'49"
C22	34.64	1025.00	N35°46'57"W	34.64	17.32	1°56'10"
C23	48.86	1025.00	N33°26'56"W	48.86	24.43	2°43'52"
C24	83.50	1025.00	N34°25'01"W	83.47	41.77	4°40'03"
C25	74.99	975.00	N34°32'50"W	74.98	37.52	4°24'25"
C26	74.99	975.00	N34°32'50"W	74.98	37.52	4°24'25"
C27	22.74	15.00	S75°31'22"E	20.63	14.20	86°52'44"
C28	24.45	15.00	N14°20'49"E	21.83	15.91	93°22'53"
C29	196.41	975.00	N21°47'45"W	196.08	98.54	11°32'31"
C30	23.22	15.00	S16°40'54"W	20.97	14.67	88°42'43"
C31	37.46	60.00	S82°52'44"E	36.85	19.36	35°46'11"
C32	41.54	60.00	N59°24'01"E	40.72	21.64	39°40'19"
C33	35.82	60.00	N22°27'34"E	35.29	18.46	34°12'33"
C34	35.82	60.00	N11°44'59"W	35.29	18.46	34°12'33"
C35	35.82	60.00	N45°57'33"W	35.29	18.46	34°12'33"
C36	35.82	60.00	N80°10'06"W	35.29	18.46	34°12'33"
C37	41.77	60.00	S62°46'59"W	40.93	21.77	39°53'16"
C38	37.46	60.00	S24°57'16"W	36.85	19.36	35°46'11"
C39	23.55	25.00	S34°03'13"W	22.69	12.73	53°58'05"
C40	23.55	25.00	N88°01'18"E	22.69	12.73	53°58'05"
C41	79.23	325.00	S68°01'19"W	79.04	39.81	13°58'07"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C42	67.04	275.00	S68°01'19"W	66.88	33.69	13°58'07"
C43	47.93	1025.00	N26°20'05"W	47.93	23.97	2°40'46"
C44	49.91	1025.00	N23°36'00"W	49.91	24.96	2°47'24"
C45	48.81	1025.00	N20°50'26"W	48.81	24.41	2°43'43"
C46	48.81	1025.00	N18°06'43"W	48.81	24.41	2°43'43"
C47	333.71	1025.00	N18°20'50"W	332.24	168.35	18°39'15"
C48	315.61	975.00	N18°17'37"W	314.23	159.20	18°32'48"
C49	119.20	975.00	N12°31'21"W	119.12	59.67	7°00'17"
C50	48.81	1025.00	N15°23'00"W	48.81	24.41	2°43'43"
C51	48.81	1025.00	N12°39'17"W	48.81	24.41	2°43'43"
C52	23.56	15.00	N35°58'47"E	21.21	15.00	90°00'00"
C53	40.61	1025.00	N10°09'19"W	40.61	20.31	2°16'13"
C54	23.56	15.00	N54°01'13"W	21.21	15.00	90°00'00"
C55	17.19	60.00	N72°46'16"E	17.13	8.66	16°25'02"
C56	162.03	60.00	N12°48'07"W	117.09	267.64	154°43'42"
C57	48.90	60.00	S66°29'02"W	47.56	25.90	46°42'01"
C58	43.97	60.00	S22°08'20"W	42.99	23.03	41°59'23"
C59	34.83	25.00	S41°03'43"W	32.08	20.92	79°50'09"
C60	12.19	475.00	N08°17'06"W	12.19	6.09	1°28'13"
C61	23.18	15.00	N36°42'54"E	20.94	14.62	88°31'47"
C62	21.03	25.00	S74°55'31"E	20.41	11.18	48°11'23"
C63	33.98	50.00	N49°23'36"E	33.33	17.68	38°56'33"
C64	33.98	50.00	N10°27'04"E	33.33	17.68	38°56'33"
C65	24.89	50.00	N40°44'14"W	24.63	12.71	28°31'07"
C66	33.98	50.00	N74°28'04"W	33.33	17.68	38°56'33"
C67	46.49	50.00	S59°25'32"W	44.83	25.08	53°16'15"
C68	21.03	25.00	S56°53'06"W	20.41	11.18	48°11'23"
C69	26.58	15.00	N48°15'52"W	23.23	18.36	101°30'43"
C70	37.26	525.00	N06°59'13"W	37.25	18.64	4°04'00"
C71	47.74	524.80	N02°20'54"W	47.73	23.89	5°12'45"
C72	47.74	525.00	N02°51'44"E	47.73	23.89	5°12'38"
C73	47.74	525.00	N08°04'22"E	47.73	23.89	5°12'38"
C74	47.74	525.00	N13°16'59"E	47.73	23.89	5°12'38"
C75	15.92	525.00	N16°45'25"E	15.92	7.96	1°44'14"
C76	125.47	475.00	N10°03'31"E	125.10	63.10	15°08'03"
C77	23.56	15.00	N62°37'33"E	21.21	15.00	90°00'00"
C78	23.56	15.00	S27°22'27"E	21.21	15.00	90°00'00"
C79	165.70	446.00	S61°43'52"E	164.75	83.82	21°17'12"
C80	23.93	15.00	N73°15'53"W	21.47	15.37	91°23'43"
C81	52.63	50.00	S80°58'59"E	50.23	29.05	60°18'17"

Easement Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C82)	15.97	15.00	N44°29'59"E	15.23	8.84	61°00'46"
(C83)	263.57	50.00	S14°59'38"E	48.46	27.70	302°01'32"
(C84)	15.97	15.00	N74°29'15"W	15.23	8.84	61°00'46"
(C85)	15.23	50.00	N17°44'57"W	15.18	7.68	17°27'27"

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. 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.
3. 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.
4. NO STRUCTURE OR LAND SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE OR FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. 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.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: \AC3D\5104\SURVEY\PLAT-SANTA RITA PHS 1, SEC 16.DWG

SANTA RITA RANCH PHASE 1 SECTION 16

FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC., OWNER OF A CALLED 76.939 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2019073788, AND A CALLED 24.965 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2018073457, AS SHOWN HEREON, BOTH OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID 34.226 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 PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 1 SECTION 16"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 17th DAY OF November, 20 20.

SANTA RITA KC, LLC., A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE
LIBERTY HILL, TX 78642

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MR. JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 12th DAY OF NOVEMBER, 2020, A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF TWO DEEDS OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____

PRINTED NAME: JASON RANGEL

TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16 DAY OF November, A.D., 2020.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Grace Marie Jared

MY COMMISSION EXPIRES: 03/23/24

GRACE MARIE JARED
Notary Public, State of Texas
Commission Expires 03-23-2024
Notary ID 132413510

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 11/10/2020
DATE
STEVEN P. CATES, P.E. NO. 93648
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
REGISTERED
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS:

COUNTY OF TRAVIS:

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 10 NOV 2020
DATE
AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

FIELD NOTES

BEING ALL OF THAT CERTAIN 34.226 ACRE TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 76.939 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2019073788 AND A PORTION OF A CALLED 24.965 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2018073457, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 34.226 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, AT A CAPPED ½" IRON ROD FOUND STAMPED "CBD SETSTONE" IN THE NORTHEASTERN RIGHT-OF-WAY LINE OF TIERRA ROSA BOULEVARD (64' R.O.W.), SANTA RITA RANCH, PHASE 1, SECTION 18, A SUBDIVISION RECORDED IN DOCUMENT NUMBER \-2020023668 (O.P.R.W.C.TX.), FOR THE POINT OF COMMENCEMENT OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE NORTHEASTERN RIGHT-OF-WAY LINE OF SAID TIERRA ROSA BOULEVARD, S46°45'03"E, A DISTANCE OF 30.07 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", BEING A POINT ON A NORTHEASTERN RIGHT-OF-WAY LINE OF SAID TIERRA ROSA BOULEVARD, FOR THE WESTERNMOST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, CROSSING SAID 76.939 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1. N33°29'34"E, AS DISTANCE OF 174.01 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AND
2. N02°05'45"E, A DISTANCE OF 478.47 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", BEING A NORTHERN CORNER OF SAID 76.939 ACRE TRACT,

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 76.939 ACRE TRACT AND A CALLED 138.71 ACRE TRACT OF LAND CONVEYED TO SANTA RITA INVESTMENTS, LTD., IN DOCUMENT NUMBER 2012105943 (O.P.R.W.C.TX.), THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1. N81°00'23"E, A DISTANCE OF 400.00 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE",
2. N50°00'23"E, A DISTANCE OF 325.00 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT,
3. S51°29'37"E, A DISTANCE OF 700.00 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT,
4. S46°39'50"W, A DISTANCE OF 675.00 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE",
5. S14°59'38"E, A DISTANCE OF 925.00 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE",
6. S15°00'23"W, A DISTANCE OF 325.56 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", BEING A POINT ON AN EASTERN BOUNDARY LINE OF SAID 76.939 ACRE TRACT, SAME BEING AN EASTERN CORNER OF SAID 24.965 ACRE TRACT, AND BEING ALSO THE NORTHERNMOST CORNER OF A CALLED 17.355 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2019073789 (O.P.R.W.C.TX.),

THENCE, WITH THE COMMON BOUNDARY LINE OF SAID 24.965 ACRE TRACT AND SAID 76.939 ACRE TRACT, N72°22'27"W, A DISTANCE OF 167.86 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", BEING A POINT ON A NORTHERN BOUNDARY LINE OF SAID 24.965 ACRE TRACT,
THENCE, CROSSING SAID 24.965 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1. S17°37'33"W, A DISTANCE OF 64.00 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE, FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT,
2. N72°22'27"W, A DISTANCE OF 194.66 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FORT A CURVE TO THE RIGHT, AND
3. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 189.48 FEET, AN ARC LENGTH OF 189.48 FEET, AND WHOSE CHORD BEARS N61°43'52"W, A DISTANCE OF 188.39 FEET TO A CAPPED ½" IRON ROD FOUND STAMPED "CBD SETSTONE", BEING A SOUTHERN TERMINUS POINT OF SAID TIERRA ROSA BOULEVARD,

THENCE, WITH THE NORTHEASTERN RIGHT-OF-WAY LINE OF SAID TIERRA ROSA BOULEVARD, THE FOLLOWING NINE (9) COURSES AND DISTANCES, NUMBERED 1 THROUGH 9,

1. N38°54'44"E, A DISTANCE OF 64.00 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
2. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 446.00 FEET, AN ARC LENGTH OF 403.38 FEET, AND WHOSE CHORD BEARS N25°10'38"W, A DISTANCE OF 389.77 FEET,
3. N00°44'00"E, A DISTANCE OF 158.69 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
4. WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 487.00 FEET, AN ARC LENGTH OF 379.73 FEET, AND WHOSE CHORD BEARS N21°36'17"W, A DISTANCE OF 370.19 FEET TO A CAPPED ½" IRON ROD SET STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
5. WITH SAID CURVE TO THE RIGHT, 15.00 FEET, AN ARC LENGTH OF 22.83 FEET, AND WHOSE CHORD BEARS N00°20'48"W, A DISTANCE OF 20.69 FEET TO A CAPPED ½" IRON ROD FOUND STAMPED "CBD SETSTONE",
6. N43°14'58"E, A DISTANCE OF 0.60 FEET TO A CAPPED ½" IRON ROD FOUND STAMPED "CBD SETSTONE",
7. N46°45'02"W, A DISTANCE OF 50.00 FEET TO A CAPPED ½" IRON ROD FOUND STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT,
8. WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00, AN ARC LENGTH OF 23.56 FEET, AND WHOSE CHORD BEARS S88°14'39"W, A DISTANCE OF 21.21 FEET TO A CAPPED ½" IRON ROD FOUND, AND
9. N46°45'03"W, A DISTANCE OF 166.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.226 ACRES OF LAND.

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 11.12.2020
DAVID J. STALLWORTH, AICP DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 12 DAY OF November, 2020 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

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

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVELL, JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE_____ DAY OF _____,_____ 20____ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 3 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: \AC3D\5104\SURVEY\PLAT-SANTA RITA PHS 1, SEC 16.DWG

Commissioners Court - Regular Session **40.**

Meeting Date: 12/08/2020

Mobile Outreach Team Non-Renewal of Contract with Harris Logic

Submitted For: Annie Burwell **Submitted By:** Jeanne Williby, Outreach

Department: Outreach

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action in not renewing the contract between Harris Logic and Williamson County (Mobile Outreach Team).

Background

Mobile Outreach is now using a new assessment software tool and that better suits the assessment and reporting needs of the department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Non-renewal letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/24/2020 01:26 PM
Form Started By: Jeanne Williby		Started On: 11/24/2020 12:00 PM
Final Approval Date: 11/24/2020		

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

December 1, 2020

HarrisLOGIC
Attn: Director
319 Consort Dr.
Ballwin, MO 83011

In re: ***Notice of Contract Non-Renewal with Williamson County, Texas (Mobile Outreach Department)***

To Whom It May Concern:

As you are aware, Williamson County is currently in a contract with your company on a 12-month term ending on December 31, 2020 for the benefit of its Mobile Outreach Department. The Williamson County Commissioners Court, as the legislative body for the county, has not renewed this agreement and does not intend to do so. Pursuant to Paragraph 4, subsection IV of the original master agreement, the parties *may* choose to renew for additional terms; however, the county will not do so for calendar year 2021.

Therefore, the purpose of this letter is to give you official notice that Williamson County will not renew this agreement, and this contract will expire effective at the end of business on December 31, 2020. Please update your records accordingly.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Mobile Outreach

BG/sos

Commissioners Court - Regular Session **41.**

Meeting Date: 12/08/2020

Agreement for Program Director Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Program Director Services for the Williamson County Transformative Justice Program between Williamson County and Terence Davis; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code §262.024 (a) (4).

Background

As you are aware through discussions with Scott Matthew and Judge Mathews, we have decided not to renew the contract with Lone Star Justice Alliance (LSJA) for the administration of the Williamson County Transformative Justice Program. Since LSJA will no longer be administering the program, we are requesting the county directly contract with Terence Davis for Program Director Services. These services will be paid for using grant funds provided by the Texas Indigent Defense Commission.

Specifically, we are requesting approval for the Legal Services Agreement with Terence Davis. The contract with Mr. Davis will allow for him to serve as the Program Director for the program.

All parties involved in the Transformative Justice program are aware of the pending contract agreement with Mr. Davis and are in agreement with utilizing his services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JS Program Director

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/30/2020 01:28 PM
County Judge Exec Asst.	Andrea Schiele	11/30/2020 03:23 PM
Form Started By: Denise Carlson		Started On: 11/25/2020 08:11 AM
Final Approval Date: 11/30/2020		

AGREEMENT FOR PROGRAM DIRECTOR SERVICES
FOR
WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM

This Agreement for Program Director Services for the Williamson County Transformative Justice Docket ("Agreement") is by and between Williamson County ("County") and Terence Davis ("Program Director").

1. Description of Program and Purpose of Agreement

1.1 The mission and vision of the Williamson County Transformative Justice Program ("Program") is to reduce incarceration of and improve outcomes for emerging adults ages 17- 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults' involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Program Director's provision of program management and director services for the Program.

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2020 until September 30, 2021, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Program Director services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of

Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Services

3.1 Program Director agrees to provide the following Scope of Services in relation to the Program:

a. Assure that all service providers maintain program integrity in the implementation of the individualized treatment plans, interactions with program participants, and interactions among providers. This will include creating "systems" for initiating cases, maintaining documents, and corresponding with the participants .
b. Engage in ongoing support with community members and identifying additional partners for sustainable expansion of the program.
c. Successfully enroll participants in program in partnership with program attorneys, prosecutors, jail officials, judges, and magistrates
d. Lead the program team comprised of case managers, attorneys, counselors, and partners
e. Ensure fidelity to grant and research design in collaboration with funding sources and governing bodies
f. Facilitate multidisciplinary team meetings and partner meetings
g. Supervise program case managers and counselors
h. Lead court preparation including court reports and docket
i. Lead team in data collection and reporting to court and grant officials ensuring that goals and benchmarks are met or exceeded
j. Collect, report, and evaluate program output and outcome data
k. Manage program budget including personnel, operating, and participant costs
l. Lead collaboration with community partners including participation and presenting to local collaboratives
m. Report regularly on program updates and participant progress and outcomes to Judge, District Attorney, program team, and other partners
n. Seek funding and resources for participant needs including healthcare, transportation, housing, and job training/placement/ and incentives
o. Manage Emerging Adult facility needs in partnership with county and outside partners to ensure phones, technology, furniture, supplies, equipment and other resources and needs are available and functioning
p. Communicate and participate with research partners in collecting and processing data
q. Complete and submit all reports timely to satisfy grant funders

4. Compensation

4.1 County agrees to pay Program Director the total not to exceed fee of $93,000.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in twelve (12) monthly installments of $7,750.00 each.

4.2 Program Director agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Program Director of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Program Director must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Program Director is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Program Director. Program Director acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Program Director shall pay all taxes, licenses, and fees levied or assessed on Program Director in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Program Director, Program Director's agents, employees, and representatives. Program Director agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Program

Director. Program Director agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Program Director.

5.2 Program Director shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Program Director hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Program Director acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

6. Representations and Warranties

6.1 Program Director represents and warrants that:

a. Program Director has the authority to sign and be bound by the terms of this Agreement; and

b. Program Director is licensed by the State Bar of Texas and in good standing.

7. Responsibility for Acts and Omissions

7.1 Program Director is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, PROGRAM DIRECTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF PROGRAM DIRECTOR 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.

7.2 Program Director expressly waives rights or claims of subrogation Program Director may have against County.

8. General Terms

8.1 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. 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.

8.3 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, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Program Director shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

<u>County</u>
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

<u>Program Director</u>
Terence Davis
201 S. Lakeline Blvd., Suite 202
Cedar Park, Texas 78613

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director

1821 SE Inner Loop
Georgetown, Texas 78626

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

8.10 Program Director acknowledges that the funding to be paid to Program Director is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Program Director immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Program Director for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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 WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2020.

WILLIAMSON COUNTY	PROGRAM DIRECTOR
By:_____	By: 
Printed Name: _____	Printed Name: Terence Davis
Title: Presiding Officer of Williamson County Commissioners Court	Title: Program Director

Commissioners Court - Regular Session **42.**

Meeting Date: 12/08/2020

Exception to policy to allow Pretrial Services to post positions transferred from CSCD above the minimum.

Submitted By: Ronald Morgan, Wilco PreTrial Services

Department: Wilco PreTrial Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an exception to policy to allow Pretrial Services to post positions transferred from CSCD above minimum salary.

Background

During the FY21 Budget Process, this Court authorized a renewal of the Memorandum of Understanding with Williamson County CSCD to provide post-release supervision to pretrial defendants. This MOU was crafted in such a way to allow for the newly-created Williamson County Pretrial Services Department to assume responsibility for post-release supervision at a date to be determined.
Pretrial Services proposes that this transition take place on February 1, 2021. This will result in moving the funding remaining under the MOU to Pretrial Services, and will result in, effectively, bringing 4 positions over and creating them as “new” positions at Pretrial Services:

- 3 Pretrial Services Officer Positions (B.22)
- 1 Pretrial Services Manager Position (B.38)

We are advised by Human Resources that a Public Hearing is required in order to effectuate this. We request that the Court authorize such a public hearing on 12/15/2020.

We are further advised that, though these positions are being brought over from another department, they are technically considered "new" and so specific court approval is required to allow these positions to be created/funded above the minimum of the paygrade. Williamson County’s Budget Policy states “All newly created civilian (non-law enforcement) positions will be funded at the minimum of the paygrade.” (Budget Policy pg. 6). We request that the Court provide such approval.

The purpose of this request is to allow for consistency in salary for individuals performing substantially similar duties with substantially similar experience, and the Budget office has reviewed this proposal and has confirmed that sufficient funds for this request exist within the MOU and within excess funds that are associated with existing positions in Pretrial Services.

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	11/30/2020 03:21 PM

Form Started By: Ronald Morgan Started On: 11/30/2020 01:03 PM
Final Approval Date: 11/30/2020

Commissioners Court - Regular Session **44.**

Meeting Date: 12/08/2020

Relief for COVID Related Breast Cancer

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to supplement the prior approved funding of COVID-19 Relief for Breast Cancer Screenings and related postponed healthcare through Williamson County CARES or CDBG CARES with funding from the Williamson County Tobacco Fund in order to provide healthcare assistance following the conclusion of the CARES Act funding.

Background

The purpose of the COVID-19 Relief for Breast Cancer Screenings and related postponed healthcare was to provide screenings to those in need who delayed obtaining such screenings due to fears and concerns about the COVID-19 Pandemic, as well as to assist with treatment that has become necessary due to the delays in obtaining such screenings. CARES Act funding will conclude on December 30, 2020 and there will be no funding for the treatment phase of the COVID-19 Relief for Breast Cancer Screenings and related postponed healthcare making it impossible to fully accomplish the goals of the initial funding. This item proposes to add additional funding from the Williamson County Tobacco Fund in order to ensure the intent of the program and initial funding is fully carried out. This funding will ensure that uninsured women that are identified with breast cancer, who are at or below 250% of the Federal Poverty Level can receive lifesaving treatment that would otherwise be unavailable.

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	12/03/2020 11:28 AM
Form Started By: Kathy Pierce		Started On: 12/03/2020 10:31 AM
Final Approval Date: 12/03/2020		

Commissioners Court - Regular Session **45.**

Meeting Date: 12/08/2020

Addendum YMCA Cares Funding Agreement

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 Addendum between Williamson County and YMCA of Greater Williamson County 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 allows for the additional funding approved in Commissioners Court on November 17, 2020 in the amount of $406,000 for additional costs related to Covid 19 pandemic.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

YMCA Cares Act Addendum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:33 AM
Form Started By: Julie Kiley		Started On: 12/03/2020 08:18 AM
Final Approval Date: 12/03/2020		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR SOCIAL SERVICE FUNDING AGREEMENT WITH YMCA OF GREATER WILLIAMSON COUNTY

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 **YMCA of Greater Williamson County** (hereinafter "Agency"), a non-profit corporation, located at 1812 North Mays St., 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 approved on July 28, 2020, including attached Exhibit(s); and
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 staffing and related administrative costs. The not-to-exceed amount for these additional costs are four hundred six thousand dollars ($406,000).

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: 11-19-, 2020

Commissioners Court - Regular Session **46.**

Meeting Date: 12/08/2020

PACE Contract Document Updates

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving revisions to the Form PACE Owner Contract, Form PACE Lender Contract and Form Notice of Contractual Assessment Lien to be used in relation to the Williamson County Property Assessed Clean Energy Program (Williamson PACE Program) for the financing qualified projects through contractual assessments pursuant to the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”).

Background

The 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a county, to designate an area of the territory of the local government as a region within which an authorized local government official and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease energy or water consumption or demand.

On April 5, 2016, the Williamson County Commissioners Court adopted a resolution creating the Williamson County Property Assessed Clean Energy Program (Williamson PACE Program) for the financing of qualified projects through contractual assessments pursuant to the PACE Act. On that same date, the Williamson County Commissioners Court approved an Administration Services Agreement with Texas PACE Authority whereby the Texas PACE Authority agreed to serve as a third-party administrator of the Williamson PACE Program. As a part of the resolution establishing the Williamson County PACE Program, the Commissioners Court also approved a Form PACE Owner Contract, Form PACE Lender Contract and Form Notice of Contractual Assessment Lien to be used by the Texas PACE Authority for Williamson PACE Program projects. It has now become necessary to update, modify and revise the Form PACE Owner Contract, Form PACE Lender Contract and Form Notice of Contractual Assessment Lien for future projects to be located within Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2020 Updated Form PACE Documents

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2020 02:36 PM
Form Started By: Hal Hawes		Started On: 12/02/2020 08:50 AM
Final Approval Date: 12/02/2020		

FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY **("PACE")** OWNER CONTRACT including the attached exhibits ("**Owner Contract**") is made as of the _____ day of _____, _____ (**"Effective Date"**), by and between Williamson County, Texas ("**Local Government**"), and _____ ("**Property Owner**").

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated April 5, 2016, adopted by the Williamson County Commissioners Court ("**PACE Program**"), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government ("**Authorized Representative**") authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within Williamson County, Texas' jurisdiction as a region **(the "Region")** within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners' property pursuant to the PACE Program.

C. Property Owner is/are the sole legal and record owner of the qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____-____ (the "**Property**").

D. Pursuant to Application number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act ("**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**"). Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of Williamson, County, Texas (the "**Notice of Contractual**

Assessment Lien"), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached hereto as Exhibit A and made a part hereof. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project ("**Financing**") will be provided to Property Owner by _____ ("**Lender**"), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the "**Lender Contract**"). The financing will include only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest due to Lender (**"Contractual Interest**"), any prepayment penalty, and any penalties, interest, fees, and costs due under or authorized by the PACE Act are paid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default in payment by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of this Owner Contract of Property Owner's intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the date of this Owner Contract and is attached hereto as Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of $_____, as set forth in the Notice of Contractual Assessment Lien. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, and costs due under or authorized by the PACE Act and the financing documents executed between Property Owner and Lender (the "**Financing Documents**") described in or copies of which are attached as Exhibit C attached hereto and made a part hereof by reference. Property Owner will pay such amount in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to repay the Financing of the Project, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing

Documents, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender's agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, and costs, due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner, in accordance with the provisions set forth in paragraph 5. Authorized Representative will deliver an annual notice of assessment to Property Owner by electronic mail each year until the Assessment is released. If requested by Property Owner by marking the box below, Local Government agrees to also deliver an annual notice of assessment to Property Owner by first-class mail in the envelope with the tax bill of the Property each year until the Assessment is released.

☐ Property Owner requests an annual notice of assessment from Local Government.

Any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property's Owner's obligations under this Owner Contract.

3. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments ("**Installments**"), according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing, and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount will be collected by Lender and paid to Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of a delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any administration fee due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of the administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit C hereto. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, have been paid in full, Local Government's rights under this Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and this Owner Contract and record the release. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the

event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the Lender Contract;

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents, and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under the Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that meets all of these conditions, the assignor will be released of all of the rights and obligations of the Lender under such Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under the Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

5. Lien Priority and Enforcement. Pursuant to Section 399.014 of the PACE Act:

(a) Delinquent Installments will incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, that is, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees that become due pursuant to the Financing Documents, may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of Williamson County, Texas as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Lender, Local Government, or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014 (a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the real property records of Williamson County, Texas as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed, or installed through the Financing obtained pursuant to this Owner Contract will be permanently affixed to the Property and will transfer with the Property to the transferee in the

event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an independent third party reviewer ("ITPR") that the project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 19 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Authorized Representative.

9. Construction and Definitions. This Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein have the meanings ascribed to them in the PACE Program and/or the PACE Act.

10. Binding Effect. This Owner Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted by this Owner Contract shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This Owner Contract constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the **"usury limit"**). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, the interest payable to Local

Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

17. Costs. No provision of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

18. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

19. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender will withhold _____% of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer ("ITPR), or Property Owner will pay liquidated damages to Lender of $_____ per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If the Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

PROPERTY OWNER:

_____

By:_____

Name: _____

Title: _____

Address: _____

_____

Email address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____

_____(print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

WILLIAMSON COUNTY, TEXAS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

_____

_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

OWNER CONTRACT EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

OWNER CONTRACT EXHIBIT B

MORTGAGE HOLDER(S) CONSENT

OWNER CONTRACT EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

OWNER CONTRACT EXHIBIT D

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer ("ITPR") is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of $_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY **("PACE")** LENDER CONTRACT including the attached exhibits ("**Lender Contract**") is made as of the _____ day of _____, _____, **("Effective Date")** by and between Williamson County, Texas ("**Local Government**") and _____ ("**Lender**").

RECITALS

G. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

H. Local Government has established a program under the PACE Act pursuant to a resolution dated April 5, 2016, adopted by the Williamson County Commissioners Court ("**PACE Program**"), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government ("**Authorized Representative**") authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within Williamson County, Texas' jurisdiction as a region (the "**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

I. Pursuant to Application number _____, _____ ("**Property Owner**"), the sole legal and record owner of the following qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region has/have applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, _____, Texas, _____-____ (the "**Property**") by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act ("**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**").

J. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the "**Owner Contract**"), in which Property Owner has requested that Local

Government impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of Williamson County, Texas (the "**Notice of Contractual Assessment Lien**"), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the Owner Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

K. Financing for the Project ("**Financing**") will be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit B attached hereto and made a part hereof (the "**Financing Documents**"). Such Financing will include only those costs and fees for which an assessment may be imposed under Section 399.006 (e) of the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing through the Assessment.

L. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner's intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained on or prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of $_____, according to the terms set out in the Financing Documents attached hereto as Exhibit B. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest due to Lender according to the Financing Documents (**"Contractual Interest"**), any prepayment penalty, and any penalties, interest, fees, or costs due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Local Government will not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments (**"Installments"**) according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit B. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount will be collected by Lender and paid to Authorized Representative within thirty (30) days of receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

(i) Has a minimum net worth of $5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed at least 30 days before the next Installment is due according to the payment schedule included in the Financing Documents; and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this Lender Contract related to the receipt of the Installments or enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer that meets all of these conditions, the assignor will be released of all of the rights and obligations of the Lender under this Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under this Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder. In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender will have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender will retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property will be subject to such lien.

7. Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

(d) Delinquent Installments will incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, that is, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month

or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment will also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender.

(e) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of Williamson County, Texas, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax.

(f) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

4. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender or its designee will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Authorized Representative will deliver an annual notice of assessment to Property Owner by electronic mail each year until the Assessment is released. If requested by Property Owner in the Owner Contract, Local Government agrees to also send an annual notice of assessment to Property Owner by first class mail in the envelope with the tax bill of the Property each year until the Assessment is released. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner's obligations under the Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency to the Property Owner and the holder of any mortgage lien on the property by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing.

The holder of any mortgage lien on the property will have not less than a 30-day right to cure the delinquency by paying the amount of the delinquent installment. If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, Lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, including delivering a notice of foreclosure to Freddie Mac not less than 30 days prior to the foreclosure if the mortgage lien is held by Freddie Mac, Authorized Representative will certify the default to Local Government, which will enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property

may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. However, if a case under the U.S. Bankruptcy Code is filed by or against Property Owner or if the enforcement of the assessment lien is prevented by the order of a court, Local Government will notify Authorized Representative and will file a proof of claim for the balance of the assessment, accrued interest and penalties, and all costs and expenses, including attorney's fees, as authorized by Section 399.014 of the PACE Act. Authorized Representative will notify Lender of the filing of the proof of claim. Lender will not be required to mail a notice of delinquency to Property Owner or a notice of default to Local Government. Lender will reimburse Local Government for any costs and expenses, including attorney's fees, required to file and present the claim.

(d) Priority. If the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the assessment balance and any interest or penalties on the assessment will have the same priority status as a lien for any other ad valorem tax, pursuant to Sec. 399.014(a)(2) of the PACE Act.

(e) Final Payment and Release. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, or costs due under or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and the Owner Contract and record the release.

(d) Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government or Authorized Representative will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(d) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(e) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

5. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

6. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

7. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein have the meanings ascribed to them in the PACE Program, and/or the PACE Act.

8. Binding Effect. This Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

9. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered by first-class mail or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

10. Governing Law. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

11. Entire Agreement. This Lender Contract constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

12. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

13. Counterparts. This Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

14. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the **"usury limit"**). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

15. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a "qualified project" as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

16. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender will withhold _____% of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer ("ITPR), or Property Owner will pay liquidated damages to Lender of $_____ per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If this Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LENDER:

_____

By:_____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____

_____(print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

_____

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

_____
_____(print name)

NOTARY PUBLIC, STATE OF TEXAS

LENDER CONTRACT EXHIBIT A

OWNER CONTRACT

LENDER CONTRACT EXHIBIT B

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

LENDER CONTRACT EXHIBIT C

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer ("ITPR") is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of $_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Date	Draw down Amount	Purpose

FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. Williamson County, Texas ("**Local Government**") has established a program under the PACE Act ("**PACE Program**") pursuant to a resolution dated April 5, 2016, adopted by the Williamson County Commissioners Court, and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, as the representative of Local Government ("**Authorized Representative**") authorized to enter into and enforce the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within Williamson County's jurisdiction as a region (the "**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owners' property pursuant to the PACE Program.

C. _____ **("Property Owner")** is/are the sole legal and record owner of the qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____-____ and more fully described in Exhibit A attached hereto and made a part hereof (the **"Property**").

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the **"Project**"). Property Owner has entered into a written contract (the "**Owner Contract**") with Local Government pursuant to the PACE Act and the PACE Program and has requested Local

Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements will be provided to Property Owner by _____ ("**Lender**"), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the "**Lender Contract**"). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the principal amount of $_____ (the "**Assessment"**). The Assessment includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. In the event that the actual total of costs and fees for which an assessment may be imposed is different from the amount stated or any other term requires correction, Local Government, Property Owner, and Lender will execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien.

The Assessment and contractual interest thereon due to the Lender (the **"Contractual Interest"**) are due and payable in installments (**"Installments"**) in accordance with the terms and payment schedule included in the financing documents executed between Property Owner and Lender that are described in or copies of which are attached hereto as Exhibit C (the **"Financing Documents"**).

Pursuant to Section 399.014 of the PACE Act,

The Assessment and any interest or penalties thereon,

(i) are a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the real property records Williamson County, Texas, until the Assessment, interest, or penalty is paid; and

(ii) such lien has the same priority status as a lien for any other ad valorem tax.

2. The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due will not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative.

As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on _____, _____.

LOCAL GOVERNMENT:

WILLIAMSON COUNTY, TEXAS

By: Texas Property Assessed Clean Energy Authority
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

E-mail: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

_____
_____
_____
_____
_____
_____

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

NOTICE OF LIEN EXHIBIT A

PROPERTY DESCRIPTION

NOTICE OF LIEN EXHIBIT B

QUALIFIED IMPROVEMENTS

NOTICE OF LIEN EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

INDEXING INSTRUCTION:

Grantor: _____, Property Owner
Grantees: _____, Local Government
_____, Lender

After recording, return to- Texas PACE Authority
Charlene Heydinger
PO Box 200368
Austin, TX 78720-0368

FORM PACE ~~LENDER~~OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY **("PACE")** ~~LENDER~~OWNER CONTRACT ~~(~~including the ~~"**Lender**~~attached exhibits ("**Owner Contract**") is made as of the _____ day of _____, _____, _____, _____ **("Effective Date"),** by and between Williamson County, Texas ("**Local Government**~~")~~"), and _____ ~~("**Lender**~~ _____ ("**Property Owner**").

RECITALS

A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial~~, agricultural~~, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated April ~~5~~5th, 2016, adopted by the Williamson County Commissioners Court ~~(the "~~("**PACE Program**"), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government ("**Authorized Representative**") ~~as the representative~~ authorized to enter into the ~~Assessment, Owner Contract~~written contracts with the owners of such property and ~~Lender Contract~~the providers of such financing described herein, and has designated the entire territory within ~~the County of~~ Williamson County, Texas' jurisdiction as a region ~~("~~**(the "Region")** within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the ~~owner's~~owners' property pursuant to the PACE Program.

C. Property Owner is/are the sole legal and record owner of the qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____ - _____ (the "**Property**").

~~C.~~ Pursuant to Application number _____, _____ ~~("~~_____, Property Owner~~")~~ has applied to Local Government to participate in the PACE Program ~~with respect to certain real property located at _____, _____, Texas, _____ (the "**Property**")~~ by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act ~~(the "~~("**Qualified Improvements**"). The installation or modification of

such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**").

D. ~~Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the "**Owner Contract**"), in which~~ Property Owner has requested that Local Government enter into this Owner Contract pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the ~~in the Official Public Records~~real property records of Williamson, County, Texas (the "**Notice of Contractual Assessment Lien")**, ~~a copy of which is attached to the Owner Contract as Exhibit A,~~ to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached hereto as Exhibit A and made a part hereof. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project ~~(the "~~("**Financing**") will be provided to Property Owner by _____ ("**Lender** ~~in accordance with financing documents which are described or listed on Exhibit B attached hereto and made a part hereof (the "**Financing Documents**"). Such Financing includes~~ "), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the "**Lender Contract**"). The financing will include only those costs and fees for which an assessment may be imposed under ~~the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing secured by the Assessment.~~Section 399.006(e) of the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest due to Lender (**"Contractual Interest**"), any prepayment penalty, and any penalties, interest, fees, and costs due under or authorized by the PACE Act are paid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default in payment by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of ~~the~~this Owner Contract of Property Owner's intention to participate in the PACE Program. The written consent of each mortgage ~~lien~~ holder to the Assessment was obtained on or prior to the date of ~~the~~this Owner Contract~~,~~ and is attached hereto as ~~shown~~Exhibit B and made a part hereof.

AGREEMENT

The parties agree as follows:

~~F.~~1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the ~~copy of such consent(s)~~Project under the PACE Program pursuant to the Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of $_____, as set forth in the Notice of Contractual Assessment Lien. In the event the

actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, and costs due under or authorized by the PACE Act and the financing documents executed between Property Owner and Lender (the "**Financing Documents**") described in or copies of which are attached as Exhibit ~~B to the Owner Contract.~~ C attached hereto and made a part hereof by reference. Property Owner will pay such amount in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to repay the Financing of the Project, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

~~AGREEMENT~~

~~The parties agree as follows:~~

2. Maintenance and Enforcement of Assessment. ~~Lender agrees~~In consideration for Lender's agreement to ~~provide the~~advance Financing to Property Owner for the Project ~~in the total amount of $_____, according to the terms set out in~~ pursuant to the Financing Documents ~~attached hereto as Exhibit B. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract~~, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the ~~Financing, all contractual interest,~~ Assessment, Contractual Interest, any prepayment ~~premium, additional penalties~~penalty, and any penalties, interest, fees, and costs, due under or authorized by the PACE Act and ~~interest imposed by the Lender under~~ the Financing Documents ~~according to the Financing Documents, and any statutory penalties, interest, attorney's fees, or costs accrued in the event of default~~ are paid in full~~. Local Government will not~~, and to release the Assessment upon notice from Lender of such payment. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner, in accordance with the provisions set forth in paragraph 5. Authorized Representative will deliver an annual notice of assessment to Property Owner by electronic mail each year until ~~which time Lender notifies Local Government that all amounts owing have been paid in full.~~the Assessment is released. If requested by Property Owner by marking the box below, Local Government agrees to also deliver an annual notice of assessment to Property Owner by first-class mail in the envelope with the tax bill of the Property each year until the Assessment is released.

☐ Property Owner requests an annual notice of assessment from Local Government ~~shall not sell, assign or transfer the Assessment or the assessment lien against the Property to any third party without the prior written consent of the Lender. Promptly following written notice to~~.

Any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property's Owner's obligations under this Owner Contract.

~~1.~~ Installments. ~~from Lender, Local Government agrees to enforce the assessment lien against the Property for the benefit of Lender in the event of a default by Property Owner. Local Government shall have no obligation to repurchase the assessment~~ The Assessment and ~~no liability to Lender should there be a default or an event of default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.~~

~~2.~~3. ~~Installments.~~ ~~The Assessment, including the amount financed and contractual interest, is~~Contractual Interest thereon are due and payable to Lender in installments ~~as~~("**Installments**"), according to the payment schedule set forth in the ~~Notice of Contractual Assessment Lien and the~~ Financing Documents~~.~~ attached hereto as Exhibit C. The Assessment ~~shall include:~~includes (1) an application fee paid by Property Owner to Authorized Representative at ~~loan~~ closing of the Financing, and (2) a recurring administration fee paid by Property Owner to ~~the~~ Authorized Representative~~.~~ until the Assessment is released. The recurring administration fee amount ~~shall~~will be collected by Lender and paid to ~~the~~ Authorized Representative within thirty (30) days of receipt by Lender~~. The amounts due to the~~, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of a delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any administration fee due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of the administration fees included in the Assessment. The amounts due to Authorized Representative are identified in Exhibit ~~B hereto.~~C hereto. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, have been paid in full, Local Government's rights under this Owner Contract will cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative will execute a release of the Assessment and this Owner Contract and record the release. As required by Section 399.009(a~~)~~() (8) of the PACE Act, the period during which such ~~installments~~Installments are payable does not exceed the useful life of the Project. ~~When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Lender Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and this Lender Contract. Thereafter, the Authorized Representative will record the release.~~

~~3.~~4. Assignment of Right to Receive Installments~~.~~ or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the ~~installments of the Assessment, provided all~~ Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

~~(a)~~ The assignment or transfer is made to a qualified lender~~, which may be one of the following:~~

~~(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;~~

~~(2) Any insurance company authorized to conduct business in one or more states;~~

~~(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;~~

~~(4) Any publicly traded entity; or~~

~~(5) Any private entity that:~~

~~(i) Has a minimum net worth of $5 million;~~

~~(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;~~

(a) ~~(iii) Can provide independent certification~~ as ~~to availability of funds; and~~defined in the Lender Contract;

~~(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts~~

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future ~~installments~~Installments should be mailed at least 30 days before the next ~~installment~~Installment is due according to the payment schedule included in the Financing Documents~~;~~, and

(c) The assignee or transferee ~~of the right to receive the installments~~ executes ~~an explicit~~a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under ~~this~~the Lender Contract~~.~~ related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer ~~of the right to receive the installments~~ that meets all of these conditions, the assignor ~~shall~~will be released of all of the rights and obligations of the Lender under ~~this~~such Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of

such rights and obligations ~~shall~~will be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the ~~installments~~Installments or require enforcement of the ~~Assessment~~assessment lien that does not meet all of these conditions is void.

~~4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's~~ Lender will retain all of the rights and obligations ~~and responsibilities thereunder.~~of Lender under the Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

5. Lien Priority and Enforcement. ~~As provided in the Owner Contract and~~Pursuant to Section 399.014 of the PACE Act:

(a) Delinquent ~~installments of the Assessment~~Installments will incur ~~interest and~~ penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, ~~viz.,~~that is, a delinquent ~~installment~~Installment incurs a penalty of 6% of the principal amount of the ~~installment~~Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the ~~installment~~Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an ~~installment~~Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent ~~installment~~Installment without regard to the number of months it has been delinquent. A delinquent ~~installment~~Installment will also ~~accrues~~accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the ~~installment~~Installment remains unpaid. ~~Statutory~~Subject to paragraph 16 below, penalties ~~and statutory~~, interest, fees, and costs payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. ~~-~~Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees ~~and charges~~ that become due pursuant to the Financing Documents, may be ~~assessed by Lender~~imposed and retained by Lender.

(b) The Assessment~~, together with~~ and any interest or penalties ~~and interest~~ thereon,

(1) ~~is~~are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is ~~filed~~recorded in the ~~Official Public Records~~real property records of Williamson County, Texas as provided by Section 399.~~014~~013 of the PACE Act, until the Assessment ~~and any penalties and~~, interest ~~are~~, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax~~, pursuant to Section 399.014(a)(2) of the PACE Act.~~.

(c) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of ~~-~~the Assessment that has not yet become due ~~is~~will not be eliminated by foreclosure of (i) a property tax lien, ~~according to Section 399.014(b) of the PACE Act~~or (ii) the lien for a delinquent installment of the

Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse ~~on~~to Lender, Local Government, or ~~the~~ Authorized Representative ~~and with recourse on Property Owner only for any unpaid installments of the Assessment that became due during Property Owner's period of ownership~~.

(d) In the event of a default by Property Owner in payment of ~~the installments~~an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent ~~installment~~Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent ~~installment~~Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender ~~shall~~will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent ~~installment~~Installment of the Assessment.

(f) ~~After written notice of the~~As provided in Section 399.014 (a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located ~~as provided under Section 399.013 of the PACE Act~~, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

~~6. Servicing and Enforcement of Assessment.~~

~~(a) Servicing. The Assessment payments will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. Local Government agrees to send an annual notice of assessment to the property owner with the annual property tax notice each year there is a PACE lien balance. This notification can be listed on page one of said tax notice or as a separate page two (2) notification.~~

~~(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.~~

6. ~~Default and Enforcement. In the event of a default in payment of any installment of the~~ Written Contract Required by PACE Act. This Owner Contract constitutes a written contract for the Assessment between Property Owner and Local Government as required by Section

399.005 of the PACE Act. The Notice of Contractual Assessment Lien will be recorded in the real property records of Williamson County, Texas as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees that all improvements purchased, constructed, or installed through the Financing obtained pursuant to this Owner Contract will be permanently affixed to the Property and will transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an independent third party reviewer ("ITPR") that the project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 19 below.

~~(c)~~ Water or Energy Savings. For so long as the Assessment ~~as specified in the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent installment:~~

~~(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and~~

~~(2) Mail a second notice of delinquency~~encumbers the Property, Property Owner agrees, on or before January 31st of each year, to ~~the Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.~~

~~If the Property Owner fails~~report to ~~cure the delinquency within 30 days after the mailing of the second notice of delinquency, the Lender or its designated servicer may notify the Authorized Representative who will certify to the Local Government in writing of a default by the Property Owner, and upon receipt of such certification and after doing its own due diligence, Local Government will enforce the assessment lien for the benefit of Lender pursuant to Tex. Local Gov't Code Sec. 399.014(c), in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.~~

~~(d) Final Payment and Release. When the Assessment has been satisfied and paid in full, together with all interest and prepayment premiums, if any, provided under the Financing Documents and all costs, fees, penalties, and interest applicable under the PACE Act and payable to Lender or Local Government, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and the Owner Contract. Thereafter, the~~ Authorized Representative ~~will record~~ the ~~Release.~~

~~(e) Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment~~water or ~~modification of or deviation from the Owner Contract. Local Government will not institute~~

any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(f)1. Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from actingenergy savings realized through.

(g) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted in accordance with the reporting requirements established by, advice or communication from, or any warranty or representation by Local Government or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act. Authorized Representative.

9. Construction and Definitions. This LenderOwner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein, and not otherwise defined herein, shall have the meanings ascribed to them in: (1) the Notice of Contractual Assessment Lien, (2) the Owner Contract, (3) the PACE Program, and/or (4) the PACE Act.

10. Binding Effect. This ~~Lender~~Owner Contract is binding upon and ~~shall inure~~inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

11. Notices. ~~All~~Unless otherwise specifically provided herein, all notices and other communications required or permitted ~~hereunder~~by this Owner Contract shall be in writing and ~~mailed~~delivered by ~~certified~~first-class mail~~, return receipt requested~~ or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law. This ~~Lender~~Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

13. Entire Agreement. This ~~Lender~~Owner Contract constitutes the entire agreement between ~~the parties~~Local Government and Property Owner with respect to the subject matter hereof and ~~shall~~may not be amended or altered in any manner except by a document in writing executed by both parties.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This ~~Lender~~Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together ~~shall~~will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the **"usury limit"**). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, the interest payable to Local Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Owner Contract.

~~16. Costs. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a "qualified project" as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.~~

17. ~~Construction Terms. If this Lender Contract includes requirements related to~~No provision of this Owner Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

18. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this Owner Contract as may be reasonably necessary or required.

~~17.~~19. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender will withhold _____% of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer ("ITPR), or Property Owner will pay liquidated damages to Lender of $_____ per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If the Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit ~~C~~D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

~~**LENDER:**~~

PROPERTY OWNER:

_____

By:_____

Name: _____

Title: _____

Address: _____

_____

Email address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____

_____ (print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

WILLIAMSON COUNTY, TEXAS

By: _____TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE

Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name:	CHARLENE HEYDINGER
Title:	PRESIDENT, TEXAS PACE AUTHORITY
Address:	PO BOX 200368 AUSTIN, TX 78720-0368

~~**EXHIBIT A**~~

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

_____

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

OWNER CONTRACT EXHIBIT A

NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

OWNER CONTRACT EXHIBIT B

MORTGAGE HOLDER(S) CONSENT

OWNER CONTRACT EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment ~~Schedule~~Frequency:
~~Project Completion Date:~~

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

OWNER CONTRACT EXHIBIT ~~C~~D

CONSTRUCTION TERMS

~~[if applicable]~~

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer ("ITPR") is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of $_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY **("PACE")** LENDER CONTRACT (including the "attached exhibits ("**Lender Contract**") is made as of the _____ day of _____, _____, **("Effective Date")** by and between Williamson County, Texas ("**Local Government**") and _____ ("**Lender**").

RECITALS

G. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, agricultural, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

H. Local Government has established a program under the PACE Act pursuant to a resolution dated April 5th5, 2016, adopted by the Williamson County Commissioners Court (the "("**PACE Program**"), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government ("**Authorized Representative**") as the representative authorized to enter into the Assessment, Owner Contractwritten contracts with the owners of such property and Lender Contractthe providers of such financing described herein, and has designated the entire territory within the County of Williamson County, Texas' jurisdiction as a region (")(the "**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner's property pursuant to the PACE Program.

I. Pursuant to Application number _____, _____ ("**Property Owner**")"), the sole legal and record owner of the following qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region has/have applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, _____, Texas, _____ - _____ (the "**Property**") by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "("**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the Property will be a "qualified project" as defined in Section 399.002 of the PACE Act (the "**Project**").

J. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the "**Owner Contract**"), in which Property Owner has requested that Local Government impose an assessment (the "**Assessment**") on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the ~~in the Official Public Records~~real property records of Williamson County, Texas (the "**Notice of Contractual Assessment Lien**"), ~~a copy of which is attached to the Owner Contract as Exhibit A,~~ to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the Owner Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

K. Financing for the Project ~~(the "~~("**Financing**") will be provided to Property Owner by Lender in accordance with financing documents which are described in or ~~listed on~~copies of which are attached as Exhibit B attached hereto and made a part hereof (the "**Financing Documents**"). ~~–~~Such Financing ~~includes~~will include only those costs and fees for which an assessment may be imposed under Section 399.006 (e) of the PACE Act. This Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing ~~secured by~~through the Assessment.

L. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage liens on the Property at least thirty (30) days prior to the date of the Owner Contract of Property Owner's intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained on or prior to the date of the Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the Owner Contract.

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide ~~the~~ Financing for the Project in the total principal amount of $_____, according to the terms set out in the Financing Documents attached hereto as Exhibit B. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the ~~Financing~~Assessment, all contractual interest~~, any prepayment premium, additional penalties and interest imposed by the~~ due to Lender ~~under the Financing Documents~~ according to the Financing Documents **("Contractual Interest")**, any prepayment penalty, and any ~~statutory~~ penalties, interest, ~~attorney's~~ fees, or costs ~~accrued in the event of default~~ due under or authorized by the PACE Act and the Financing Documents are paid in full~~.~~, and to release the Assessment upon notice from Lender of such payment. Local Government will not release ~~the Assessment until which time Lender notifies Local Government~~

~~that all amounts owing have been paid in full. Local Government shall not,~~ sell, assign or transfer the Assessment or the ~~assessment~~ lien ~~against the Property to any third party~~securing it without the prior written consent of ~~the~~ Lender. ~~Promptly following written notice to Local Government from Lender,~~ Local Government agrees to enforce the assessment lien against the Property ~~for~~at the ~~benefit~~request of Lender in the event of a default in payment by Property Owner~~.~~ in accordance with the provisions set forth in paragraph 6. Local Government shall have no obligation to repurchase the ~~assessment~~Assessment and no liability to Lender should there be a ~~default or an event of~~ default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment~~, including the amount financed~~ and ~~contractual interest, is~~ Contractual Interest thereon are due and payable to Lender in installments ~~as~~(**"Installments"**) according to the payment schedule set forth in the ~~Notice of Contractual Assessment Lien and the~~ Financing Documents~~.~~ attached hereto as Exhibit B. The Assessment ~~shall include:~~includes (1) an application fee paid by Property Owner to Authorized Representative at ~~loan~~ closing~~,~~ of the Financing and (2) a recurring administration fee paid by Property Owner to ~~the~~ Authorized Representative~~.~~ until the Assessment is released. The recurring administration fee amount ~~shall~~will be collected by Lender and paid to ~~the~~ Authorized Representative within thirty (30) days of receipt by Lender~~.~~, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender will, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Any such temporary withholding will not reduce the amount of administration fees included in the Assessment. The amounts due to ~~the~~ Authorized Representative are identified in Exhibit B hereto. As required by Section 399.009(a)(8) of the PACE Act, the period during which such ~~installments~~Installments are payable does not exceed the useful life of the Project. ~~When the Assessment together with any prepayment premium, and/or default penalties and interest, if any, has been paid in full, Local Government's rights under this Lender Contract will cease and terminate. Upon notice from Lender that all amounts owing have been paid in full, Local Government will execute a release of the Assessment and this Lender Contract. Thereafter, the Authorized Representative will record the release.~~

3. Assignment of Right to Receive Installments~~.~~ or Require Enforcement of Lien. Lender will have the right, with or without the consent of Property Owner, to assign or transfer the right to receive the ~~installments of the Assessment~~Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

(4) Any publicly traded entity; or

(5) Any private entity that:

(i) Has a minimum net worth of $5 million;

(ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;

(iii) Can provide independent certification as to availability of funds; and

(iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts

(6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Property Owner and Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future ~~installments~~Installments should be mailed at least 30 days before the next ~~installment~~Installment is due according to the payment schedule included in the Financing Documents; and

~~(c)~~ The assignee or transferee ~~of the right to receive the installments~~ executes ~~an explicit~~a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this Lender Contract~~.~~

~~1.~~(c) related to the receipt of the Installments or enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative within 10 days after execution of the agreement. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice to Property Owner and Authorized Representative of an assignment or transfer ~~of the right to receive the installments~~ that meets all of these conditions, the assignor ~~shall~~will be released of all of the rights and obligations of the Lender under this Lender Contract accruing after the date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations ~~shall~~will be assumed by and transferred to the assignee. Any attempt to

assign or transfer the right to receive the ~~installments of the Assessment~~Installments or to require enforcement of the assessment lien that does not meet all of these conditions is void. Lender will retain all of the rights and obligations of Lender under this Lender Contract until such rights and obligations are assigned or transferred according to this paragraph.

~~4.~~ 4. Financing Responsibility.~~–~~ Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing and for advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder. In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender will have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender will retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property will be subject to such lien.

~~5.~~7. Lien Priority and Enforcement. As provided in the Owner Contract and Section 399.014 of the PACE Act:

~~(a)~~(d) Delinquent ~~installments of the Assessment~~Installments will incur ~~interest and~~ penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, ~~viz.,~~that is, a delinquent ~~installment~~Installment incurs a penalty of 6% of the principal amount of the ~~installment~~Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the ~~installment~~Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an ~~installment~~Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent ~~installment~~Installment without regard to the number of months it has been delinquent. A delinquent ~~installment~~Installment will also ~~accrues~~accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the ~~installment~~Installment remains unpaid. ~~Statutory~~Subject to paragraph 16 below, penalties ~~and statutory~~, interest, fees, and costs payable under this paragraph will be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be ~~assessed by Lender~~imposed and retained by Lender.

~~(b)~~(e) The Assessment~~, together with~~ and any interest or penalties ~~and interest~~ thereon,

(1) ~~is~~are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is ~~filed~~recorded in the ~~Official Public Records~~real property records of Williamson County, Texas, as provided by Section 399.~~014~~013 of the PACE Act, until the Assessment ~~and any penalties and~~, interest ~~are~~, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax~~, pursuant to Section 399.014(a)(2) of the PACE Act.~~.

~~(c)~~(f) The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due ~~is~~will not be eliminated by foreclosure of (i) a property tax lien, ~~according to Section 399.014(b) of the PACE Act~~or (ii) the lien for a delinquent Installment of the Assessment. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents will be transferred to the succeeding owner without recourse ~~on~~to Lender, Local Government or ~~the~~ Authorized Representative ~~and with recourse on Property Owner only for any unpaid installments of the Assessment that became due during Property Owner's period of ownership.~~

~~(d)~~ (d) In the event of a default by Property Owner in payment of ~~the installments~~an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment will be enforced by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

~~(e)~~ (e) In a suit to collect a delinquent ~~installment~~Installment of the Assessment, Local Government will be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent ~~installment~~Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender ~~shall~~will be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent ~~installment~~Installment of the Assessment.

~~(f)~~ ~~After~~(f) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the real property records of the county in which the Property is located ~~as provided under Section 399.013 of the PACE Act~~, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

~~6.~~4. Servicing and Enforcement of Assessment.

(a) Servicing. ~~The Assessment payments~~The Installments and other amounts due under the Financing Documents will be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender or its designee will be responsible for all servicing duties other than those specifically undertaken by Local Government in this Lender Contract. ~~Local Government agrees to send an annual notice of assessment to the property owner with the annual property tax notice each year there is a PACE lien balance. This notification can be listed on page one of said tax notice or as a separate page two (2) notification.~~Authorized Representative will deliver an annual notice of assessment to Property Owner by electronic mail each year until the Assessment is released. If requested by Property Owner in the Owner Contract, Local Government agrees

to also send an annual notice of assessment to Property Owner by first class mail in the envelope with the tax bill of the Property each year until the Assessment is released. However, any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner will not affect the Assessment or Property Owner's obligations under the Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any ~~installment of the Assessment as specified in~~Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent ~~installment~~Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first class mail; and

(2) Mail a second notice of delinquency to the Property Owner and the holder of any mortgage lien on the property by both certified mail, return receipt requested, and first ~~-~~class mail at least 30 days after the date of the first notice if the delinquency is continuing.

The holder of any mortgage lien on the property will have not less than a 30-day right to cure the delinquency by paying the amount of the delinquent installment. If the Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, ~~the~~ Lender or its ~~designated servicer~~designee may notify ~~the~~ Authorized Representative ~~who will certify to the Local Government~~ in writing of a default in payment by ~~the~~ Property Owner~~, and upon~~. Upon receipt of such ~~certification~~notice and after doing its own due diligence, ~~Local Government will~~ including delivering a notice of foreclosure to Freddie Mac not less than 30 days prior to the foreclosure if the mortgage lien is held by Freddie Mac, Authorized Representative will certify the default to Local Government, which will enforce the assessment lien for the benefit of Lender pursuant to ~~Tex. Local Gov't Code~~ Sec. 399.014(c~~),~~) of the PACE Act, in the same manner as a property tax lien against real ~~-~~property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. However, if a case under the U.S. Bankruptcy Code is filed by or against Property Owner or if the enforcement of the assessment lien is prevented by the order of a court, Local Government will notify Authorized Representative and will file a proof of claim for the balance of the assessment, accrued interest and penalties, and all costs and expenses, including attorney's fees, as authorized by Section 399.014 of the PACE Act. Authorized Representative will notify Lender of the filing of the proof of claim. Lender will not be required to mail a notice of delinquency to Property Owner or a notice of default to Local Government. Lender will reimburse Local Government for any costs and expenses, including attorney's fees, required to file and present the claim.

(d) Priority. If the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the assessment balance and any interest or

penalties on the assessment will have the same priority status as a lien for any other ad valorem tax, pursuant to Sec. 399.014(a)(2) of the PACE Act.

~~(d)~~ (e) Final Payment and Release. When the Assessment ~~has been satisfied and paid in full, together with all interest and~~ , Contractual Interest, any prepayment ~~premiums, if~~penalty, and any~~, provided~~ penalties, interest, fees, or costs due under or authorized by the PACE Act or the Financing Documents ~~and all costs, fees, penalties, and interest applicable under the PACE Act and payable to Lender or Local Government,~~ have been paid in full, Local Government's rights under the Owner Contract will cease and terminate. Upon notice from Lender that all amounts ~~owing~~due have been paid in full, ~~Local Government~~Authorized Representative will execute a release of the Assessment and the Owner Contract~~. Thereafter, the Authorized Representative will~~ and record the ~~Release~~release.

~~(e)~~(d) Limitations on Local Government's Actions. Without the prior written consent of Lender, Local Government will not enter into any amendment or modification of or deviation from the Owner Contract. Local Government or Authorized Representative will not institute any legal action with respect to the Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

~~(f)~~(d) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this Lender Contract, and no implied duties on the part of Local Government are to be read into this Lender Contract. Local Government will not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government will have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

~~(g)~~(e) Costs. No provisions of this Lender Contract will require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

~~7.~~5. Lender's Warranties and Representations. With respect to this Lender Contract, Lender hereby warrants and represents that on the date on which Lender executes this Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the Owner Contract, the Project, and Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

~~8.~~6. Written Contract Required by the PACE Act. This Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006 (c) of the PACE Act.

~~9.~~7. Construction and Definitions. This Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein~~,~~ and not otherwise defined herein~~, shall~~ have the meanings ascribed to them in~~: (1) the Notice of Contractual Assessment Lien, (2) the Owner Contract, (3)~~ the PACE Program, and/or ~~(4)~~ the PACE Act.

~~10.~~8. Binding Effect. This Lender Contract is binding upon and ~~shall inure~~inures to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

~~11.~~9. Notices. ~~All~~Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and ~~mailed~~delivered by ~~certified~~first-class mail~~, return receipt requested~~ or by electronic mail, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

~~12.~~10. Governing Law. This Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas.

~~13.~~11. Entire Agreement. This Lender Contract constitutes the entire agreement between ~~the parties~~Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties.

~~14.~~12. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

~~15.~~13. Counterparts. ~~–~~This Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together ~~shall~~will constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

14. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the **"usury limit"**). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the usury limit, interest payable to Local

Government will be reduced and any interest in excess of the usury limit will be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this Lender Contract.

~~16.~~15. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the date of this Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a "qualified project" as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

~~17.~~16. Construction Terms. ~~If this Lender Contract includes~~The Financing Documents executed by Lender and Property Owner must include a requirement that Lender will withhold _____% of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an Independent Third Party Reviewer ("ITPR), or Property Owner will pay liquidated damages to Lender of $_____ per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If this Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit C attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final project completion.

LENDER:

_____

By:_____

Name:		
Title:		
Address:		

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, _____ by _____, _____, on behalf of _____.

_____

_____(print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

~~WILLIAMSON COUNTY, TEXAS~~

~~By:~~ _____

_____

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
AUTHORIZED REPRESENTATIVE

Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name:	CHARLENE HEYDINGER
Title:	PRESIDENT, TEXAS PACE AUTHORITY
Address:	PO BOX 200368 AUSTIN, TX 78720-0368

Email Address: charlene@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

_____

_____ (print name)

NOTARY PUBLIC, STATE OF TEXAS

LENDER CONTRACT EXHIBIT A

OWNER CONTRACT

LENDER CONTRACT EXHIBIT B

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:
Payment ~~Schedule~~Frequency:
~~Project Completion Date:~~

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

LENDER CONTRACT EXHIBIT C

CONSTRUCTION TERMS

~~[if applicable]~~

Retainage or Liquidated Damages:

Lender will retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer ("ITPR") is provided to Authorized Representative.

OR

Property Owner will pay liquidated damages to Lender of $_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender will then provide the report of completion to Authorized Representative.

Date	Draw down Amount	Purpose

FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

RECITALS

~~M.~~A. The Property Assessed Clean Energy Act ("**PACE Act**"), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government's jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial~~, agricultural~~, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

~~N.~~B. Williamson County, Texas ("**Local Government**") has established a program under the PACE Act ("**PACE Program**") pursuant to a resolution dated April ~~5th~~5, 2016, adopted by the Williamson County ~~Commissioner's~~Commissioners Court ~~(the "**PACE Program**"),~~ and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, as the representative of Local Government ("**Authorized Representative**") ~~as the representative~~ authorized to enter into and enforce the ~~Assessment, Owner Contract~~written contracts with the owners of such property and ~~Lender Contract~~the providers of such financing described herein, and has designated the entire territory within ~~the~~ Williamson ~~County, Texas~~County's jurisdiction as a region ~~("~~("the "**Region**") within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the ~~owner's~~owners' property pursuant to the PACE Program.

~~O.~~C. _____ **("Property Owner")** is/are the sole legal and record owner of the qualified "real property," as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas~~,~~ _____ _____ and more fully described in Exhibit A attached hereto and made a part hereof (the **"Property**").

~~P.~~D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand~~,~~ and which are or will be fixed to the Property as "qualified improvements", as defined in Section 399.002 of the PACE Act (the "**Qualified Improvements**"). The installation or modification of such Qualified Improvements on the

Property will be a "qualified project" as defined in Section 399.002 of the PACE Act~~.~~ (the **"Project"**). Property Owner has entered into a written contract (the "**Owner Contract**") with Local Government pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

~~Q.~~E. The financing of such Qualified Improvements will be provided to Property Owner by _____ ("**Lender**"), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act ~~and by the PACE Program~~ (the "**Lender Contract**"). Lender will be responsible for all servicing duties other than those specifically undertaken by Local Government in the Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the ~~amount of $_____, as set forth on Exhibit C attached hereto, which together with all interest, fees, penalties, costs and other sums due under and/or authorized by the PACE Act, PACE Program and the financing documents between Property Owner and Lender (the "**Financing Documents**") is herein referred to as the "**Assessment**".~~ principal amount of $_____ (the "**Assessment**"). The Assessment includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. In the event that the actual total of costs and fees for which an assessment may be imposed is different from the amount stated or any other term requires correction, Local Government, Property Owner, and Lender will execute an amended Owner Contract and Lender Contract, and Authorized Representative will record an amended Notice of Contractual Assessment Lien.

The Assessment and contractual interest thereon due to the Lender (the **"Contractual Interest"**) are due and payable in installments (**"Installments"**) in accordance with the terms and payment schedule included in the financing documents executed between Property Owner and Lender that are described in or copies of which are attached hereto as Exhibit C (the **"Financing Documents"**).

Pursuant to Section 399.014 of the PACE Act,

The Assessment~~, including interest~~ and any interest or penalties~~, costs, or fees accrued~~ thereon,

(i) ~~is~~are a first and prior lien ~~on~~against the Property from the date ~~that~~on which this Notice of Contractual Assessment Lien is recorded in the ~~Official Public Records of~~real property records Williamson County, Texas, until ~~such~~the Assessment, interest, ~~penalties, costs, and fees are~~or penalty is paid ~~in full~~; and

(ii) such lien has the same priority status as a lien for any other ad valorem tax~~, pursuant to Section 399.014(a)(2) of the PACE Act.~~.

2. The lien created by the Assessment runs with the land, and according to Section 399.014(b) of the PACE Act, any portion of the Assessment that has not yet become due ~~is~~will not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for ~~any past due portion~~a delinquent Installment of the Assessment. In the event of a

sale or transfer of the Property by Property Owner ~~(including, without limitation, a foreclosure sale,~~ the obligation for ~~a past due portion of~~ the Assessment~~),~~ and the Property Owner's obligations under the Financing Documents ~~(including, without limitation, the portion of the Assessment that has not yet become due)~~ will be transferred to the succeeding owner without recourse ~~on~~to Local Government, or ~~Texas PACE Authority (the "**Program Administrator**") and with recourse on Property Owner only for any unpaid installments of the Assessment that became due during Property Owner's period of ownership.~~ Authorized Representative.

~~3.~~ ~~After~~As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located ~~as provided under Section 399.013 of the PACE Act~~, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on _____, _____.

LOCAL GOVERNMENT:

WILLIAMSON COUNTY, TEXAS

By: _____
Texas Property Assessed Clean Energy Authority
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name:	CHARLENE HEYDINGER
Title:	PRESIDENT, TEXAS PACE AUTHORITY

Address: PO BOX 200368
AUSTIN, TX 78720-0368

E-mail: charlene@texaspaceauthority.org

~~AUTHORIZED REPRESENTATIVE~~
~~Pursuant to Tex. Local Gov't Code §399.006(b)~~

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF § §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on , ~~by~~ , ~~on behalf of~~ , ~~Texas~~20 by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation as Authorized Representative for the Local Government.

(

(print name)

NOTARY PUBLIC, STATE OF TEXAS

NOTICE OF LIEN EXHIBIT A

PROPERTY DESCRIPTION

NOTICE OF LIEN EXHIBIT B

QUALIFIED IMPROVEMENTS

NOTICE OF LIEN EXHIBIT C

~~ASSESSMENT~~

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

~~Interest Rate:~~

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

INDEXING INSTRUCTION:

Grantor: _____, Property Owner
Grantees: _____, Local Government
_____, Lender

After recording, return to- Texas PACE Authority
Charlene Heydinger
PO Box 200368
Austin, TX 78720-0368

Commissioners Court - Regular Session **47.**

Meeting Date: 12/08/2020

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	11/04/2020 10:21 AM
Form Started By: Vicky Edwards		Started On: 11/04/2020 09:35 AM
Final Approval Date: 11/04/2020		

Commissioners Court - Regular Session **48.**

Meeting Date: 12/08/2020

Award IFB T2232 Hairy Man Road / Brushy Creek Road Improvements

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #T2232 Hairy Man Road/Brushy Creek Road Improvements to DeNucci Construction and authorizing the execution of the agreement. Funding source P284 Road Bond.

Background

We received 5 submittals. The bids have been reviewed and the apparent low bid (DeNucci Construction) was found to be responsive and materially balanced. The lowest responsive bidder was $239,175.27 lower than the Engineer's Estimate, a cost saving of 5.7%. The bidding was competitive with the two lowest bidders being within 1.8% of each other. In addition to meeting the bid qualifications subject to being low bidder, DeNucci Construction has successfully completed a previous Williamson County project (Forest North Phase II) performing similar work. Based on the quality of previous work done for the County and low bid of $3,964,380.00, HNTB concurs with the Design Engineer's (Atkins) Recommendation of Award for the Hairy Man Road/Brushy Creek Road Improvements contract to DeNucci Construction in the amount of $3,964,380.00. Whit Friend - HNTB is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Packet

Statement of Opening

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	12/03/2020 09:29 AM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:31 AM
Form Started By: Johnny Grimaldo		Started On: 12/02/2020 10:58 AM
Final Approval Date: 12/03/2020		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

December 1, 2020

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Hairy Man Road / Brushy Creek Road Improvements
Williamson County Project No. T2232
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (DeNucci Construction) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	DeNucci Construction	$3,964,380.00
2.	QA Construction	$4,035,000.00
3.	Patin Construction	$5,548,392.75
4.	Joe Bland Construction	$6,141,449.42
5.	MA Smith Contracting	$6,702,752.85

The lowest bidder was $239,175.27 lower than the Engineer's Estimate, a cost savings of 5.7%. The bidding was competitive with the lowest two bidders being within 1.8% of each other.

In addition to meeting the bid qualifications subject to being low bidder, DeNucci Construction has successfully completed a previous Williamson County project (Forest North Phase II) performing similar work. Based on the quality of previous work done for the County and the low bid of $3,964,380.00, we concur with the Design Engineer's (Atkins) Recommendation of Award for the Hairy Man Road / Brushy Creek Road Improvements contract to DeNucci Construction in the amount of $3,964,380.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



James Klotz, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
T2232 - Hairy Man Road
November 18, 2020

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
DeNucci Constructors	$3,964,380.00	1	($239,175.27)	-5.7%	-	-
QA Construction	$4,035,000.00	2	($168,555.27)	-4.0%	$70,620.00	1.8%
Patin Construction	$5,548,392.75	3	$1,344,837.48	32.0%	$1,584,012.75	39.96%
Joe Bland Construction	$6,141,449.42	4	$1,937,894.15	46.1%	$2,177,069.42	54.92%
MA Smith Contracting	$6,702,752.85	5	$2,499,197.58	59.5%	$2,738,372.85	69.1%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		QA Construction		Patin Construction		Joe Bland Construction		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100 6002	PREPARING ROW	116	STA	$ 1,408.13	$ 163,343.08	$ 2,100.00	$ 243,600.00	$ 550.00	$ 63,800.00	$ 5,000.00	$ 580,000.00	$ 825.00	$ 95,700.00	$ 5,000.00	$ 580,000.00
2	104 6029	REMOVING CONC (CURB OR CURB & GUTTER)	3618	LF	$ 23.22	$ 84,009.96	$ 4.00	$ 14,472.00	$ 5.00	$ 18,090.00	$ 3.00	$ 10,854.00	$ 5.00	$ 18,090.00	$ 9.00	$ 32,562.00
3	104 6036	REMOVING CONC (SIDEWALK OR RAMP)	20	SY	$ 13.48	$ 269.60	$ 22.00	$ 440.00	$ 40.00	$ 800.00	$ 100.00	$ 2,000.00	$ 48.00	$ 960.00	$ 50.00	$ 1,000.00
4	104 6054	REMOVING CONCRETE(MOW STRIP)	486	LF	$ 9.00	$ 4,374.00	$ 4.00	$ 1,944.00	$ 12.00	$ 5,832.00	$ 10.00	$ 4,860.00	$ 22.00	$ 10,692.00	$ 25.00	$ 12,150.00
5	105 6045	REMOVING STAB BASE AND ASPH PAV (2"-8")	811	SY	$ 5.00	$ 4,055.00	$ 12.00	$ 9,732.00	$ 8.00	$ 6,488.00	$ 30.00	$ 24,330.00	$ 11.00	$ 8,921.00	$ 25.00	$ 20,275.00
6	110 6001	EXCAVATION (ROADWAY)	5898	CY	$ 12.00	$ 70,776.00	$ 6.00	$ 35,388.00	$ 16.00	$ 94,368.00	$ 50.00	$ 294,900.00	$ 81.00	$ 477,738.00	$ 100.00	$ 589,800.00
7	132 6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	1107	CY	$ 15.00	$ 16,605.00	$ 6.00	$ 6,642.00	$ 16.00	$ 17,712.00	$ 25.00	$ 27,675.00	$ 23.00	$ 25,461.00	$ 75.00	$ 83,025.00
8	160 WC02	FURNISHING AND PLACING TOPSOIL	29790	SY	$ 0.71	$ 21,150.90	$ 4.00	$ 119,160.00	$ 2.25	$ 67,027.50	$ 4.00	$ 119,160.00	$ 3.00	$ 89,370.00	$ 2.00	$ 59,580.00
9	164 WC04	SEEDING FOR EROSION CONTROL (TY 4)	14895	SY	$ 0.22	$ 3,276.90	$ 1.00	$ 14,895.00	$ 0.45	$ 6,702.75	$ 1.00	$ 14,895.00	$ 0.49	$ 7,298.55	$ 0.60	$ 8,937.00
10	164 WC05	SEEDING FOR EROSION CONTROL (TY 5)	29790	SY	$ 0.29	$ 8,639.10	$ 1.00	$ 29,790.00	$ 0.45	$ 13,405.50	$ 1.00	$ 29,790.00	$ 0.59	$ 17,576.10	$ 0.82	$ 24,427.80
11	164 WC10	SEEDING FOR EROSION CONTROL (TY 10)	14895	SY	$ 0.22	$ 3,276.90	$ 1.00	$ 14,895.00	$ 0.45	$ 6,702.75	$ 1.00	$ 14,895.00	$ 0.37	$ 5,511.15	$ 0.56	$ 8,341.20
12	168 WC01	VEGETATIVE WATERING	894	MG	$ 10.55	$ 9,431.70	$ 12.00	$ 10,728.00	$ 6.00	$ 5,364.00	$ 100.00	$ 89,400.00	$ 40.00	$ 35,760.00	$ 25.00	$ 22,350.00
13	169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	181	SY	$ 2.00	$ 362.00	$ 4.00	$ 724.00	$ 0.90	$ 162.90	$ 3.00	$ 543.00	$ 1.60	$ 289.60	$ 3.00	$ 543.00
14	169 6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	8623	SY	$ 3.00	$ 25,869.00	$ 4.00	$ 34,492.00	$ 0.90	$ 7,760.70	$ 3.00	$ 25,869.00	$ 7.99	$ 68,897.77	$ 8.25	$ 71,139.75
15	247 6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	45	CY	$ 45.72	$ 2,057.40	$ 65.00	$ 2,925.00	$ 36.00	$ 1,620.00	$ 100.00	$ 4,500.00	$ 58.00	$ 2,610.00	$ 200.00	$ 9,000.00
16	316 6001	ASPH (MULTI OPTION)	14538	GAL	$ 4.50	$ 65,421.00	$ 8.00	$ 116,304.00	$ 6.00	$ 87,228.00	$ 4.00	$ 58,152.00	$ 7.68	$ 111,651.84	$ 7.00	$ 101,766.00
17	316 6193	AGGR(TY-D GR-5 SAC-B)	333	CY	$ 130.00	$ 43,290.00	$ 265.00	$ 88,245.00	$ 230.00	$ 76,590.00	$ 100.00	$ 33,300.00	$ 230.35	$ 76,706.55	$ 215.00	$ 71,595.00
18	340 6119	D-GR HMA(SQ) TY-D SAC-A PG70-22	4353	TON	$ 129.24	$ 562,581.72	$ 125.00	$ 544,125.00	$ 110.00	$ 478,830.00	$ 125.00	$ 544,125.00	$ 109.34	$ 475,957.02	$ 100.00	$ 435,300.00
19	341 6076	D-GR HMA TY B SAC-B PG (64-22)	7857	TON	$ 80.00	$ 628,560.00	$ 92.00	$ 722,844.00	$ 115.00	$ 903,555.00	$ 110.00	$ 864,270.00	$ 175.68	$ 1,380,317.76	$ 168.00	$ 1,319,976.00
20	351 6006	FLEXIBLE PAVEMENT STRUCTURE REPAIR(10")	8480	SY	$ 50.00	$ 424,000.00	$ 56.00	$ 474,880.00	$ 65.00	$ 551,200.00	$ 40.00	$ 339,200.00	$ 78.32	$ 664,153.60	$ 72.00	$ 610,560.00
21	354 6021	PLANE ASPH CONC PAV(0" TO 2")	6126	SY	$ 3.55	$ 21,747.30	$ 8.00	$ 49,008.00	$ 3.50	$ 21,441.00	$ 2.00	$ 12,252.00	$ 5.53	$ 33,876.78	$ 5.50	$ 33,693.00
22	402 6001	TRENCH EXCAVATION PROTECTION	1264	LF	$ 5.00	$ 6,320.00	$ 3.00	$ 3,792.00	$ 2.00	$ 2,528.00	$ 3.00	$ 3,792.00	$ 2.25	$ 2,844.00	$ 3.00	$ 3,792.00
23	423 6005	RETAINING WALL (SPREAD FOOTING)	2880	SF	$ 94.42	$ 271,929.60	$ 16.00	$ 46,080.00	$ 9.00	$ 25,920.00	$ 75.00	$ 216,000.00	$ 72.00	$ 207,360.00	$ 65.00	$ 187,200.00
24	432 6002	RIPRAP (CONC)(5 IN)	4	CY	$ 600.00	$ 2,400.00	$ 600.00	$ 2,400.00	$ 250.00	$ 1,000.00	$ 400.00	$ 1,600.00	$ 2,200.00	$ 8,800.00	$ 600.00	$ 2,400.00
25	432 6022	RIPRAP (STONE COMMON)(DRY)(6 IN)	83	CY	$ 210.00	$ 17,430.00	$ 65.00	$ 5,395.00	$ 130.00	$ 10,790.00	$ 200.00	$ 16,600.00	$ 207.00	$ 17,181.00	$ 125.00	$ 10,375.00
26	432 6031	RIPRAP (STONE PROTECTION)(12 IN)	9	CY	$ 150.00	$ 1,350.00	$ 65.00	$ 585.00	$ 140.00	$ 1,260.00	$ 120.00	$ 1,080.00	$ 190.00	$ 1,710.00	$ 175.00	$ 1,575.00
27	432 6033	RIPRAP (STONE PROTECTION)(18 IN)	211	CY	$ 150.00	$ 31,650.00	$ 65.00	$ 13,715.00	$ 150.00	$ 31,650.00	$ 110.00	$ 23,210.00	$ 208.00	$ 43,888.00	$ 175.00	$ 36,925.00
28	432 6045	RIPRAP (MOW STRIP)(4 IN)	134	CY	$ 600.00	$ 80,400.00	$ 22.00	$ 2,948.00	$ 250.00	$ 33,500.00	$ 450.00	$ 60,300.00	$ 546.00	$ 73,164.00	$ 525.00	$ 70,350.00
29	450 6052	RAIL (HANDRAIL)(TY F)	30	LF	$ 140.00	$ 4,200.00	$ 105.00	$ 3,150.00	$ 180.00	$ 5,400.00	$ 100.00	$ 3,000.00	$ 175.00	$ 5,250.00	$ 190.00	$ 5,700.00
30	460 6001	CMP (GAL STL 12 IN)	10	LF	$ 58.98	$ 589.80	$ 115.00	$ 1,150.00	$ 60.00	$ 600.00	$ 55.00	$ 550.00	$ 207.00	$ 2,070.00	$ 130.00	$ 1,300.00
31	460 6007	CMP (GAL STL 48 IN)	97	LF	$ 126.67	$ 12,286.99	$ 225.00	$ 21,825.00	$ 160.00	$ 15,520.00	$ 175.00	$ 16,975.00	$ 318.00	$ 30,846.00	$ 300.00	$ 29,100.00
32	462 6060	CONC BOX CULV (7 FT X 5 FT)(EXTEND)	2	LF	$ 1,200.00	$ 2,400.00	$ 1,200.00	$ 2,400.00	$ 600.00	$ 1,200.00	$ 10,000.00	$ 20,000.00	$ 694.00	$ 1,388.00	$ 10,000.00	$ 20,000.00
33	464 6002	RC PIPE (CL III)(15 IN)	40	LF	$ 110.00	$ 4,400.00	$ 48.00	$ 1,920.00	$ 47.00	$ 1,880.00	$ 65.00	$ 2,600.00	$ 110.00	$ 4,400.00	$ 90.00	$ 3,600.00
34	464 6003	RC PIPE (CL III)(18 IN)	220	LF	$ 79.68	$ 17,529.60	$ 56.00	$ 12,320.00	$ 50.00	$ 11,000.00	$ 115.00	$ 25,300.00	$ 106.00	$ 23,320.00	$ 95.00	$ 20,900.00
35	464 6007	RC PIPE (CL III)(30 IN)	858	LF	$ 113.92	$ 97,743.36	$ 85.00	$ 72,930.00	$ 105.00	$ 90,090.00	$ 150.00	$ 128,700.00	$ 107.00	$ 91,806.00	$ 135.00	$ 115,830.00
36	464 6008	RC PIPE (CL III)(36 IN)	391	LF	$ 140.11	$ 54,783.01	$ 105.00	$ 41,055.00	$ 110.00	$ 43,010.00	$ 200.00	$ 78,200.00	$ 146.00	$ 57,086.00	$ 175.00	$ 68,425.00
37	464 6009	RC PIPE (CL III)(42 IN)	88	LF	$ 189.27	$ 16,655.76	$ 225.00	$ 19,800.00	$ 115.00	$ 10,120.00	$ 250.00	$ 22,000.00	$ 255.00	$ 22,440.00	$ 235.00	$ 20,680.00
38	465 6002	MANH (COMPL)(PRM)(48IN)	2	EA	$ 4,988.60	$ 9,977.20	$ 4,800.00	$ 9,600.00	$ 5,000.00	$ 10,000.00	$ 7,500.00	$ 15,000.00	$ 4,576.00	$ 9,152.00	$ 6,200.00	$ 12,400.00
39	465 6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	2	EA	$ 9,977.10	$ 19,954.20	$ 5,500.00	$ 11,000.00	$ 7,500.00	$ 15,000.00	$ 7,500.00	$ 15,000.00	$ 6,553.00	$ 13,106.00	$ 5,900.00	$ 11,800.00
40	465 6133	INLET (COMPL)(PSL)(FG)(4FTX5FT-3FTX5FT)	3	EA	$ 7,000.00	$ 21,000.00	$ 4,500.00	$ 13,500.00	$ 7,300.00	$ 21,900.00	$ 6,000.00	$ 18,000.00	$ 6,330.00	$ 18,990.00	$ 6,300.00	$ 18,900.00
41	465 6134	INLET (COMPL)(PSL)(FG)(5FTX5FT-3FTX3FT)	3	EA	$ 8,230.00	$ 24,690.00	$ 4,800.00	$ 14,400.00	$ 7,200.00	$ 21,600.00	$ 7,000.00	$ 21,000.00	$ 6,656.00	$ 19,968.00	$ 6,400.00	$ 19,200.00
42	465 6136	INLET (COMPL)(PSL)(FG)(5FTX5FT-3FTX5FT)	1	EA	$ 7,000.00	$ 7,000.00	$ 5,500.00	$ 5,500.00	$ 7,300.00	$ 7,300.00	$ 8,000.00	$ 8,000.00	$ 6,959.00	$ 6,959.00	$ 6,800.00	$ 6,800.00
43	466 6093	HEADWALL (CH-PW-0) (DIA= 12 IN)	1	EA	$ 4,000.00	$ 4,000.00	$ 2,200.00	$ 2,200.00	$ 12,500.00	$ 12,500.00	$ 5,000.00	$ 5,000.00	$ 5,238.00	$ 5,238.00	$ 4,800.00	$ 4,800.00
44	466 6103	HEADWALL (CH - PW - 0) (DIA= 48 IN)	1	EA	$ 10,568.32	$ 10,568.32	$ 4,800.00	$ 4,800.00	$ 13,500.00	$ 13,500.00	$ 10,000.00	$ 10,000.00	$ 12,805.00	$ 12,805.00	$ 15,100.00	$ 15,100.00
45	466 6126	HEADWALL (CH-PW-S) (DIA= 12 IN)	1	EA	$ 4,500.00	$ 4,500.00	$ 2,600.00	$ 2,600.00	$ 12,500.00	$ 12,500.00	$ 5,000.00	$ 5,000.00	$ 6,815.00	$ 6,815.00	$ 6,700.00	$ 6,700.00
46	466 6127	HEADWALL (CH-PW-S) (DIA= 15 IN)	2	EA	$ 5,000.00	$ 10,000.00	$ 2,800.00	$ 5,600.00	$ 12,800.00	$ 25,600.00	$ 3,500.00	$ 7,000.00	$ 4,775.00	$ 9,550.00	$ 7,000.00	$ 14,000.00
47	466 6136	HEADWALL (CH - PW - S) (DIA= 48 IN)	2	EA	$ 10,333.33	$ 20,666.66	$ 5,200.00	$ 10,400.00	$ 15,000.00	$ 30,000.00	$ 7,500.00	$ 15,000.00	$ 12,080.00	$ 24,160.00	$ 15,200.00	$ 30,400.00
48	466 6181	WINGWALL (PW - 1) (HW=6 FT)	2	EA	$ 16,127.48	$ 32,254.96	$ 6,200.00	$ 12,400.00	$ 16,000.00	$ 32,000.00	$ 25,000.00	$ 50,000.00	$ 20,519.00	$ 41,038.00	$ 18,000.00	$ 36,000.00
49	466 6182	WINGWALL (PW - 1) (HW=7 FT)	1	EA	$ 22,715.01	$ 22,715.01	$ 8,000.00	$ 8,000.00	$ 16,500.00	$ 16,500.00	$ 30,000.00	$ 30,000.00	$ 22,595.00	$ 22,595.00	$ 20,000.00	$ 20,000.00
50	467 6316	SET (TY II)(12 IN)(CMP)(4:1)(C)	3	EA	$ 1,500.00	$ 4,500.00	$ 2,200.00	$ 6,600.00	$ 1,800.00	$ 5,400.00	$ 2,500.00	$ 7,500.00	$ 1,126.00	$ 3,378.00	$ 1,500.00	$ 4,500.00
51	467 6345	SET (TY II)(18 IN)(CMP)(4:1)(C)	1	EA	$ 1,500.00	$ 1,500.00	$ 2,200.00	$ 2,200.00	$ 2,100.00	$ 2,100.00	$ 3,000.00	$ 3,000.00	$ 2,019.00	$ 2,019.00	$ 1,900.00	$ 1,900.00
52	467 6354	SET (TY II)(18 IN)(RCP)(2:1)(C)	2	EA	$ 1,500.00	$ 3,000.00	$ 2,800.00	$ 5,600.00	$ 2,100.00	$ 4,200.00	$ 3,500.00	$ 7,000.00	$ 1,998.00	$ 3,996.00	$ 2,200.00	$ 4,400.00
53	467 6461	SET (TY II) (42 IN) (RCP) (3: 1) (C)	1	EA	$ 3,293.04	$ 3,293.04	$ 4,200.00	$ 4,200.00	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 5,278.00	$ 5,278.00	$ 6,300.00	$ 6,300.00
54	480 6001	CLEAN EXIST CULVERTS	3	EA	$ 1,519.96	$ 4,559.88	$ 1,200.00	$ 3,600.00	$ 2,800.00	$ 8,400.00	$ 1,500.00	$ 4,500.00	$ 2,200.00	$ 6,600.00	$ 2,500.00	$ 7,500.00
55	496 6006	REMOV STR (HEADWALL)	8	EA	$ 2,000.00	$ 16,000.00	$ 800.00	$ 6,400.00	$ 2,800.00	$ 22,400.00	$ 1,000.00	$ 8,000.00	$ 855.00	$ 6,840.00	$ 2,000.00	$ 16,000.00
56	496 6007	REMOV STR (PIPE)	13	LF	$ 25.00	$ 325.00	$ 85.00	$ 1,105.00	$ 35.00	$ 455.00	$ 20.00	$ 260.00	$ 22.00	$ 286.00	$ 15.00	$ 195.00
57	496 6040	REMOV STR (RET WALL)	70	LF	$ 60.00	$ 4,200.00	$ 65.00	$ 4,550.00	$ 70.00	$ 4,900.00	$ 40.00	$ 2,800.00	$ 75.00	$ 5,250.00	$ 50.00	$ 3,500.00
58	500 6001	MOBILIZATION	1	LS	$ 370,000.00	$ 370,000.00	$ 120,000.00	$ 120,000.00	$ 176,253.20	$ 176,253.20	$ 269,000.00	$ 269,000.00	$ 230,000.00	$ 230,000.00	$ 600,000.00	$ 600,000.00
59	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	10	MO	$ 8,362.05	$ 83,620.50	$ 3,500.00	$ 35,000.00	$ 6,500.00	$ 65,000.00	$ 1,500.00	$ 15,000.00	$ 18,000.00	$ 180,000.00	$ 10,000.00	$ 100,000.00
60	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	326	LF	$ 40.00	$ 13,040.00	$ 35.00	$ 11,410.00	$ 65.00	$ 21,190.00	$ 30.00	$ 9,780.00	$ 29.49	$ 9,613.74	$ 34.00	$ 11,084.00
61	506 6011	ROCK FILTER DAMS (REMOVE)	326	LF	$ 15.00	$ 4,890.00	$ 15.00	$ 4,890.00	$ 14.00	$ 4,564.00	$ 10.00	$ 3,260.00	$ 12.29	$ 4,006.54	$ 19.00	$ 6,194.00
62	506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	312	SY	$ 25.00	$ 7,800.00	$ 15.00	$ 4,680.00	$ 25.00	$ 7,800.00	$ 5.00	$ 1,560.00	$ 16.59	$ 5,176.08	$ 13.00	$ 4,056.00
63	506 6024	CONSTRUCTION EXITS (REMOVE)	312	SY	$ 15.00	$ 4,680.00	$ 9.00	$ 2,808.00	$ 7.00	$ 2,184.00	$ 2.00	$ 624.00	$ 12.29	$ 3,834.48	$ 12.00	$ 3,744.00
64	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	1373	LF	$ 5.00	$ 6,865.00	$ 3.00	$ 4,119.00	$ 2.00	$ 2,746.00	$ 2.00	$ 2,746.00	$ 3.69	$ 5,066.37	$ 2.50	$ 3,432.50
65	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	1373	LF	$ 2.00	$ 2,746.00	$ 1.00	$ 1,373.00	$ 1.00	$ 1,373.00	$ 1.00	$ 1,373.00	$ 1.23	$ 1,688.79	$ 0.20	$ 274.60

Williamson County Road Bond Program
T2232 - Hairy Man Road
November 18, 2020

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		QA Construction		Patin Construction		Joe Bland Construction		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
66	506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	9726	LF	$ 2.34	$ 22,758.84	$ 8.00	$ 77,808.00	$ 3.00	$ 29,178.00	$ 6.00	$ 58,356.00	$ 4.30	$ 41,821.80	$ 5.00	$ 48,630.00
67	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	9726	LF	$ 0.79	$ 7,683.54	$ 1.00	$ 9,726.00	$ 1.00	$ 9,726.00	$ 2.00	$ 19,452.00	$ 1.23	$ 11,962.98	$ 0.50	$ 4,863.00
68	529 6008	CONC CURB & GUTTER (TY II)	780	LF	$ 40.00	$ 31,200.00	$ 22.00	$ 17,160.00	$ 20.00	$ 15,600.00	$ 12.00	$ 9,360.00	$ 16.00	$ 12,480.00	$ 30.00	$ 23,400.00
69	529 6030	CONC CURB & GUTTER (VALLEY GUTTER)	25	LF	$ 60.00	$ 1,500.00	$ 18.00	$ 450.00	$ 24.00	$ 600.00	$ 40.00	$ 1,000.00	$ 19.00	$ 475.00	$ 100.00	$ 2,500.00
70	529 6038	CONC CURB (RIBBON)	4144	LF	$ 27.66	$ 114,623.04	$ 22.00	$ 91,168.00	$ 17.00	$ 70,448.00	$ 13.00	$ 53,872.00	$ 16.00	$ 66,304.00	$ 15.00	$ 62,160.00
71	531 6001	CONC SIDEWALKS (4")	17	SY	$ 70.00	$ 1,190.00	$ 42.00	$ 714.00	$ 75.00	$ 1,275.00	$ 50.00	$ 850.00	$ 88.00	$ 1,496.00	$ 57.00	$ 969.00
72	531 6004	CURB RAMPS (TY 1)	1	EA	$ 1,611.51	$ 1,611.51	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 2,517.00	$ 2,517.00	$ 2,000.00	$ 2,000.00
73	540 6001	MTL W-BEAM GD FEN (TIM POST)	2252	LF	$ 21.47	$ 48,350.44	$ 35.00	$ 78,820.00	$ 23.00	$ 51,796.00	$ 25.00	$ 56,300.00	$ 25.25	$ 56,863.00	$ 25.00	$ 56,300.00
74	540 6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	4	EA	$ 2,000.00	$ 8,000.00	$ 2,100.00	$ 8,400.00	$ 1,500.00	$ 6,000.00	$ 2,000.00	$ 8,000.00	$ 2,083.62	$ 8,334.48	$ 2,100.00	$ 8,400.00
75	540 6017	MTL BM GD FEN (LONG SPAN SYSTEM)	250	LF	$ 21.75	$ 5,437.50	$ 65.00	$ 16,250.00	$ 18.00	$ 4,500.00	$ 25.00	$ 6,250.00	$ 25.25	$ 6,312.50	$ 25.00	$ 6,250.00
76	542 6001	REMOVE METAL BEAM GUARD FENCE	1426	LF	$ 3.50	$ 4,991.00	$ 6.00	$ 8,556.00	$ 14.00	$ 19,964.00	$ 50.00	$ 71,300.00	$ 2.46	$ 3,507.96	$ 3.00	$ 4,278.00
77	542 6002	REMOVE TERMINAL ANCHOR SECTION	11	EA	$ 167.74	$ 1,845.14	$ 400.00	$ 4,400.00	$ 800.00	$ 8,800.00	$ 220.00	$ 2,420.00	$ 159.71	$ 1,756.81	$ 160.00	$ 1,760.00
78	542 6004	RM MTL BM GD FENCE TRANS (THRIE-BEAM)	4	EA	$ 275.00	$ 1,100.00	$ 400.00	$ 1,600.00	$ 325.00	$ 1,300.00	$ 300.00	$ 1,200.00	$ 221.14	$ 884.56	$ 225.00	$ 900.00
79	544 6001	GUARDRAIL END TREATMENT (INSTALL)	17	EA	$ 2,837.87	$ 48,243.79	$ 3,200.00	$ 54,400.00	$ 2,100.00	$ 35,700.00	$ 3,000.00	$ 51,000.00	$ 3,163.52	$ 53,779.84	$ 3,300.00	$ 56,100.00
80	544 6003	GUARDRAIL END TREATMENT (REMOVE)	4	EA	$ 300.00	$ 1,200.00	$ 400.00	$ 1,600.00	$ 1,800.00	$ 7,200.00	$ 250.00	$ 1,000.00	$ 307.14	$ 1,228.56	$ 300.00	$ 1,200.00
81	644 6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	23	EA	$ 380.00	$ 8,740.00	$ 650.00	$ 14,950.00	$ 450.00	$ 10,350.00	$ 400.00	$ 9,200.00	$ 399.28	$ 9,183.44	$ 400.00	$ 9,200.00
82	644 6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	4	EA	$ 500.00	$ 2,000.00	$ 650.00	$ 2,600.00	$ 500.00	$ 2,000.00	$ 575.00	$ 2,300.00	$ 583.56	$ 2,334.24	$ 600.00	$ 2,400.00
83	644 6067	IN SM RD SN SUP&AM (INST SIGN ONLY)	1	EA	$ 400.00	$ 400.00	$ 450.00	$ 450.00	$ 500.00	$ 500.00	$ 200.00	$ 200.00	$ 184.28	$ 184.28	$ 190.00	$ 190.00
84	644 6076	REMOVE SM RD SN SUP&AM	11	EA	$ 100.00	$ 1,100.00	$ 100.00	$ 1,100.00	$ 250.00	$ 2,750.00	$ 300.00	$ 3,300.00	$ 153.57	$ 1,689.27	$ 145.00	$ 1,595.00
85	658 6047	INSTL OM ASSM (OM-2Y)(WC)GND	8	EA	$ 75.00	$ 600.00	$ 160.00	$ 1,280.00	$ 500.00	$ 4,000.00	$ 100.00	$ 800.00	$ 104.43	$ 835.44	$ 100.00	$ 800.00
86	658 6060	REMOVE DELIN & OBJECT MARKER ASSMS	16	EA	$ 25.00	$ 400.00	$ 100.00	$ 1,600.00	$ 150.00	$ 2,400.00	$ 60.00	$ 960.00	$ 61.43	$ 982.88	$ 60.00	$ 960.00
87	658 6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	85	EA	$ 28.69	$ 2,438.65	$ 100.00	$ 8,500.00	$ 70.00	$ 5,950.00	$ 80.00	$ 6,800.00	$ 79.86	$ 6,788.10	$ 80.00	$ 6,800.00
88	666 6029	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	100	LF	$ 2.00	$ 200.00	$ 5.00	$ 500.00	$ 2.25	$ 225.00	$ 5.00	$ 500.00	$ 2.70	$ 270.00	$ 2.75	$ 275.00
89	666 6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	80	LF	$ 1.50	$ 120.00	$ 5.00	$ 400.00	$ 1.40	$ 112.00	$ 5.00	$ 400.00	$ 1.60	$ 128.00	$ 1.50	$ 120.00
90	666 6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	15	LF	$ 10.00	$ 150.00	$ 15.00	$ 225.00	$ 15.00	$ 225.00	$ 12.00	$ 180.00	$ 16.59	$ 248.85	$ 17.00	$ 255.00
91	666 6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	5	EA	$ 125.00	$ 625.00	$ 220.00	$ 1,100.00	$ 135.00	$ 675.00	$ 200.00	$ 1,000.00	$ 159.71	$ 798.55	$ 165.00	$ 825.00
92	666 6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	1	EA	$ 175.00	$ 175.00	$ 300.00	$ 300.00	$ 190.00	$ 190.00	$ 280.00	$ 280.00	$ 215.00	$ 215.00	$ 220.00	$ 220.00
93	666 6146	REFL PAV MRK TY I (Y)24"(SLD)(090MIL)	600	LF	$ 6.00	$ 3,600.00	$ 15.00	$ 9,000.00	$ 5.75	$ 3,450.00	$ 12.00	$ 7,200.00	$ 6.76	$ 4,056.00	$ 7.00	$ 4,200.00
94	666 6170	REFL PAV MRK TY II (W) 4" (SLD)	23830	LF	$ 0.15	$ 3,574.50	$ 1.00	$ 23,830.00	$ 0.50	$ 11,915.00	$ 0.50	$ 11,915.00	$ 0.21	$ 5,004.30	$ 0.25	$ 5,957.50
95	666 6176	REFL PAV MRK TY II (W) 8" (DOT)	100	LF	$ 2.00	$ 200.00	$ 1.50	$ 150.00	$ 0.50	$ 50.00	$ 1.10	$ 110.00	$ 0.58	$ 58.00	$ 0.60	$ 60.00
96	666 6178	REFL PAV MRK TY II (W) 8" (SLD)	80	LF	$ 0.60	$ 48.00	$ 1.50	$ 120.00	$ 0.45	$ 36.00	$ 1.10	$ 88.00	$ 0.50	$ 40.00	$ 0.50	$ 40.00
97	666 6182	REFL PAV MRK TY II (W) 24" (SLD)	15	LF	$ 5.00	$ 75.00	$ 6.00	$ 90.00	$ 2.25	$ 33.75	$ 6.00	$ 90.00	$ 2.46	$ 36.90	$ 2.50	$ 37.50
98	666 6184	REFL PAV MRK TY II (W) (ARROW)	5	EA	$ 70.34	$ 351.70	$ 125.00	$ 625.00	$ 75.00	$ 375.00	$ 100.00	$ 500.00	$ 73.71	$ 368.55	$ 75.00	$ 375.00
99	666 6192	REFL PAV MRK TY II (W) (WORD)	1	EA	$ 74.57	$ 74.57	$ 300.00	$ 300.00	$ 80.00	$ 80.00	$ 200.00	$ 200.00	$ 86.00	$ 86.00	$ 90.00	$ 90.00
100	666 6214	REFL PAV MRK TY II (Y) 24" (SLD)	600	LF	$ 2.80	$ 1,680.00	$ 6.00	$ 3,600.00	$ 2.00	$ 1,200.00	$ 6.00	$ 3,600.00	$ 2.15	$ 1,290.00	$ 2.25	$ 1,350.00
101	666 6282	REF PROF PAV MRK TY I(W)4"(SLD)(060MIL)	23335	LF	$ 0.50	$ 11,667.50	$ 1.00	$ 23,335.00	$ 0.62	$ 14,467.70	$ 0.75	$ 17,501.25	$ 0.72	$ 16,801.20	$ 0.75	$ 17,501.25
102	666 6287	REF PROF PAV MRK TY I(Y)4"(SLD)(090MIL)	20050	LF	$ 0.61	$ 12,230.50	$ 1.00	$ 20,050.00	$ 0.62	$ 12,431.00	$ 0.75	$ 15,037.50	$ 0.72	$ 14,436.00	$ 0.75	$ 15,037.50
103	666 6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	495	LF	$ 0.50	$ 247.50	$ 2.00	$ 990.00	$ 0.62	$ 306.90	$ 1.20	$ 594.00	$ 0.72	$ 356.40	$ 7.50	$ 3,712.50
104	666 6311	RE PM W/RET REQ TY I (Y)4"(BRK)(090MIL)	285	LF	$ 0.50	$ 142.50	$ 2.00	$ 570.00	$ 0.62	$ 176.70	$ 1.20	$ 342.00	$ 0.72	$ 205.20	$ 0.75	$ 213.75
105	666 6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	5195	LF	$ 0.31	$ 1,610.45	$ 2.00	$ 10,390.00	$ 0.62	$ 3,220.90	$ 1.20	$ 6,234.00	$ 0.72	$ 3,740.40	$ 0.75	$ 3,896.25
106	666 6326	RE PM W/RET REQ TY II (Y) 4" (BRK)	285	LF	$ 0.25	$ 71.25	$ 1.00	$ 285.00	$ 0.30	$ 85.50	$ 1.00	$ 285.00	$ 0.22	$ 62.70	$ 0.25	$ 71.25
107	666 6327	RE PM W/RET REQ TY II (Y) 4" (SLD)	25245	LF	$ 0.40	$ 10,098.00	$ 1.00	$ 25,245.00	$ 0.25	$ 6,311.25	$ 1.00	$ 25,245.00	$ 0.21	$ 5,301.45	$ 0.25	$ 6,311.25
108	672 6009	REFL PAV MRKR TY II-A-A	477	EA	$ 3.00	$ 1,431.00	$ 7.00	$ 3,339.00	$ 4.25	$ 2,027.25	$ 7.00	$ 3,339.00	$ 4.91	$ 2,342.07	$ 5.00	$ 2,385.00
109	672 6010	REFL PAV MRKR TY II-C-R	4	EA	$ 6.00	$ 24.00	$ 7.00	$ 28.00	$ 9.00	$ 36.00	$ 7.00	$ 28.00	$ 9.83	$ 39.32	$ 10.00	$ 40.00
110	677 6001	ELIM EXT PAV MRK & MRKS (4")	495	LF	$ 1.00	$ 495.00	$ 4.00	$ 1,980.00	$ 1.45	$ 717.75	$ 7.00	$ 3,465.00	$ 1.78	$ 881.10	$ 1.85	$ 915.75
111	730 6107	FULL - WIDTH MOWING	2	CYC	$ 3,214.29	$ 6,428.58	$ 2,400.00	$ 4,800.00	$ 4,000.00	$ 8,000.00	$ 5,000.00	$ 10,000.00	$ 3,797.00	$ 7,594.00	$ 6,500.00	$ 13,000.00
112	740 6005	ANTI - GRAFFITI COATNG(PERMNENT-TY III)	2880	SF	$ 3.00	$ 8,640.00	$ 6.00	$ 17,280.00	$ 3.00	$ 8,640.00	$ 5.00	$ 14,400.00	$ 2.50	$ 7,200.00	$ 2.00	$ 5,760.00
113	752 6005	TREE REMOVAL (4" - 12" DIA)	38	EA	$ 400.00	$ 15,200.00	$ 800.00	$ 30,400.00	$ 700.00	$ 26,600.00	$ 1,750.00	$ 66,500.00	$ 1,750.00	$ 66,500.00	$ 1,300.00	$ 49,400.00
114	752 6006	TREE REMOVAL (12" - 18" DIA)	24	EA	$ 816.18	$ 19,588.32	$ 1,200.00	$ 28,800.00	$ 1,200.00	$ 28,800.00	$ 2,000.00	$ 48,000.00	$ 2,450.00	$ 58,800.00	$ 1,600.00	$ 38,400.00
115	752 6007	TREE REMOVAL (18" - 24" DIA)	12	EA	$ 1,520.00	$ 18,240.00	$ 1,800.00	$ 21,600.00	$ 1,200.00	$ 14,400.00	$ 2,500.00	$ 30,000.00	$ 2,800.00	$ 33,600.00	$ 2,000.00	$ 24,000.00
116	752 6008	TREE REMOVAL (24" - 30" DIA)	8	EA	$ 1,800.00	$ 14,400.00	$ 2,400.00	$ 19,200.00	$ 3,500.00	$ 28,000.00	$ 3,000.00	$ 24,000.00	$ 2,900.00	$ 23,200.00	$ 2,200.00	$ 17,600.00
117	WC 9010	PARK SIGN RELOCATION	1	EA	$ 10,000.00	$ 10,000.00	$ 800.00	$ 800.00	$ 250.00	$ 250.00	$ 500.00	$ 500.00	$ 4,153.00	$ 4,153.00	$ 15,000.00	$ 15,000.00
118	WC 9034	SPILL CONTAINMENT INTERCEPTOR AND SEPARATOR (HPMBS SYS)	2	EA	$ 9,100.00	$ 18,200.00	$ 2,400.00	$ 4,800.00	$ 48,000.00	$ 96,000.00	$ 200,000.00	$ 400,000.00	$ 98,200.00	$ 196,400.00	$ 110,000.00	$ 220,000.00
		CITY OF ROUND ROCK 10" WWL RELOCATION														
119	505	ENCASEMENT PIPE, 20" DIA., STEEL (ASTM A134)	50	LF	$ 150.00	$ 7,500.00	$ 240.00	$ 12,000.00	$ 150.00	$ 7,500.00	$ 200.00	$ 10,000.00	$ 245.00	$ 12,250.00	$ 130.00	$ 6,500.00
120	506-WW	CIP DROP MANHOLE W/CIP BASE, 5' DIA.	1	EA	$ 7,000.00	$ 7,000.00	$ 6,500.00	$ 6,500.00	$ 3,800.00	$ 3,800.00	$ 6,500.00	$ 6,500.00	$ 8,853.00	$ 8,853.00	$ 10,600.00	$ 10,600.00
121	509	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	83	LF	$ 4.00	$ 332.00	$ 3.00	$ 249.00	$ 2.00	$ 166.00	$ 5.00	$ 415.00	$ 2.62	$ 217.46	$ 15.00	$ 1,245.00
122	510-WW	PIPE, 10" DIA. PVC SDR-26 (ALL DEPTHS), INCLUDING EXCAVATION, BACKFILL, REMOVAL OF EXISTING PIPE AND CASING IN SAME ALIGNMENT SHALL BE CONSIDERED SUBSIDIARY, AND TEMPORARY AND PERMANENT PAVEMENT REPAIRS	83	LF	$ 150.00	$ 12,450.00	$ 135.00	$ 11,205.00	$ 80.00	$ 6,640.00	$ 150.00	$ 12,450.00	$ 142.00	$ 11,786.00	$ 300.00	$ 24,900.00
123	559	CONCRETE BOX CULVERT, 4 FT. X 4 FT. FOR TEMPORARY BYPASS	13	LF	$ 300.00	$ 3,900.00	$ 450.00	$ 5,850.00	$ 500.00	$ 6,500.00	$ 750.00	$ 9,750.00	$ 306.00	$ 3,978.00	$ 800.00	$ 10,400.00
124	506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTAL)	165	LF	$ 1.50	$ 247.50	$ 3.00	$ 495.00	$ 2.00	$ 330.00	$ 2.00	$ 330.00	$ 4.91	$ 810.15	$ 2.50	$ 412.50

Williamson County Road Bond Program
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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		DeNucci Constructors		QA Construction		Patin Construction		Joe Bland Construction		MA Smith Contracting	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
125	506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	165	LF	$ 1.50	$ 247.50	$ 1.00	$ 165.00	$ 1.00	$ 165.00	$ 1.00	$ 165.00	$ 1.00	$ 165.00	$ 0.20	$ 33.00
126	SP506-BPWW	TEMPORARY WASTEWATER BYPASS PUMPING	5	LS	$ 2,500.00	$ 12,500.00	$ 4,500.00	$ 22,500.00	$ 3,500.00	$ 17,500.00	$ 5,000.00	$ 25,000.00	$ 60,458.00	$ 302,290.00	$ 3,000.00	$ 15,000.00
		FERN BLUFF MUD 12" WATERLINE RELOCATION														
127	504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	2	EA	$ 400.00	$ 800.00	$ 600.00	$ 1,200.00	$ 700.00	$ 1,400.00	$ 500.00	$ 1,000.00	$ 775.00	$ 1,550.00	$ 1,300.00	$ 2,600.00
128	505	ENCASEMENT PIPE 24" DIA., TYPE STEEL	40	LF	$ 130.00	$ 5,200.00	$ 260.00	$ 10,400.00	$ 175.00	$ 7,000.00	$ 250.00	$ 10,000.00	$ 280.00	$ 11,200.00	$ 180.00	$ 7,200.00
129	509	TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS (ALL DEPTHS)	183	LF	$ 2.00	$ 366.00	$ 3.00	$ 549.00	$ 2.00	$ 366.00	$ 3.00	$ 549.00	$ 2.62	$ 479.46	$ 10.00	$ 1,830.00
130	510-AWRJ6	FACTORY RESTRAINED JOINT PIPE, 6" DIA., CLASS 350 DUCTILE IRON (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	18	LF	$ 100.00	$ 1,800.00	$ 65.00	$ 1,170.00	$ 55.00	$ 990.00	$ 125.00	$ 2,250.00	$ 241.00	$ 4,338.00	$ 200.00	$ 3,600.00
131	510-AWRJ12	FACTORY RESTRAINED JOINT PIPE, 12" DIA., CLASS 350 DUCTILE IRON (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	165	LF	$ 175.00	$ 28,875.00	$ 85.00	$ 14,025.00	$ 80.00	$ 13,200.00	$ 150.00	$ 24,750.00	$ 141.00	$ 23,265.00	$ 200.00	$ 33,000.00
132	510-W	WET CONNECTIONS, 12" DIA. X 12" DIA	2	EA	$ 5,000.00	$ 10,000.00	$ 2,200.00	$ 4,400.00	$ 9,500.00	$ 19,000.00	$ 5,000.00	$ 10,000.00	$ 4,766.00	$ 9,532.00	$ 3,500.00	$ 7,000.00
133	510-W	DUCTILE IRON FITTINGS (C-153)	1	TON	$ 10,000.00	$ 7,500.00	$ 8,500.00	$ 6,375.00	$ 5,900.00	$ 4,425.00	$ 10,000.00	$ 7,500.00	$ 3,410.00	$ 2,557.50	$ 4,500.00	$ 3,375.00
134	511S-A6	VALVE, GATE, 6" DIAMETER	1	EA	$ 1,500.00	$ 1,500.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 1,200.00	$ 2,000.00	$ 2,000.00	$ 3,223.00	$ 3,223.00	$ 1,400.00	$ 1,400.00
135	511S-A12	VALVE, GATE, 12" DIAMETER	1	EA	$ 3,000.00	$ 3,000.00	$ 2,800.00	$ 2,800.00	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00	$ 5,230.00	$ 5,230.00	$ 3,000.00	$ 3,000.00
136	511S-B	FIRE HYDRANT	1	EA	$ 5,250.00	$ 5,250.00	$ 4,800.00	$ 4,800.00	$ 5,000.00	$ 5,000.00	$ 6,500.00	$ 6,500.00	$ 3,852.00	$ 3,852.00	$ 4,500.00	$ 4,500.00
137	511S-F	AUTOMATIC COMBINATION AIR/VACUUM RELEASE VALVE ASSEMBLY, 2-IN. DIA., TYPE 2, COMPLETE IN PLACE	1	EA	$ 4,000.00	$ 4,000.00	$ 2,400.00	$ 2,400.00	$ 5,800.00	$ 5,800.00	$ 5,000.00	$ 5,000.00	$ 5,789.00	$ 5,789.00	$ 4,300.00	$ 4,300.00
138	SP510	RESTRAIN EXISTING 12" PIPE TO 5' OR THE NEXT JOINT	2	EA	$ 1,000.00	$ 2,000.00	$ 800.00	$ 1,600.00	$ 475.00	$ 950.00	$ 1,000.00	$ 2,000.00	$ 4,141.00	$ 8,282.00	$ 1,600.00	$ 3,200.00
139	SP511-RFH	REMOVE EXISTING FIRE HYDRANT	1	EA	$ 1,000.00	$ 1,000.00	$ 600.00	$ 600.00	$ 1,200.00	$ 1,200.00	$ 2,000.00	$ 2,000.00	$ 1,501.00	$ 1,501.00	$ 800.00	$ 800.00
140	SP511S-L	REMOVE, SALVAGE AND RELOCATE EXISTING FIRE HYDRANT	1	EA	$ 3,575.00	$ 3,575.00	$ 3,800.00	$ 3,800.00	$ 3,200.00	$ 3,200.00	$ 2,500.00	$ 2,500.00	$ 1,987.00	$ 1,987.00	$ 6,400.00	$ 6,400.00
141	SS511	VALVE, INSERTION, 12" DIAMETER	2	EA	$ 3,000.00	$ 6,000.00	$ 22,000.00	$ 44,000.00	$ 18,240.00	$ 36,480.00	$ 25,000.00	$ 50,000.00	$ 24,514.00	$ 49,028.00	$ 24,000.00	$ 48,000.00
		WASTEWATER MANHOLE ADJUSTMENTS														
142	506-WW	MINOR MANHOLE ADJUSTMENT, 4 FT DIA.	22	EA	$ 3,000.00	$ 66,000.00	$ 650.00	$ 14,300.00	$ 1,200.00	$ 26,400.00	$ 500.00	$ 11,000.00	$ 1,123.00	$ 24,706.00	$ 2,500.00	$ 55,000.00
143	SP506-WW-06	MANHOLE VENT RELOCATION	2	EA	$ 4,500.00	$ 9,000.00	$ 1,200.00	$ 2,400.00	$ 2,600.00	$ 5,200.00	$ 1,500.00	$ 3,000.00	$ 4,572.00	$ 9,144.00	$ 5,700.00	$ 11,400.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT																
144	999-WC01	FORCE ACCOUNT	25,000	DOL	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 4,203,555.27**		**$ 3,964,380.00**		**$ 4,035,000.00**		**$ 5,548,392.75**		**$ 6,141,449.42**		**$ 6,702,752.85**
		ACTUAL BID PROPOSAL				$ 4,203,555.27		$ 3,964,380.00		$ 4,035,000.00		$ 5,548,392.75		$ 6,141,449.42		$ 6,702,752.85
		ADJUSTMENT DIFFERENCE				$ -		$ -		$ -		$ -		$ -		$ -
		Bid Bond						Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y
		Cancelled or Terminated Contracts Notice						Y		Y		Y		Y		Y

ATKINS

November 30, 2020

Mr. Whit Friend, PE
HNTB
101 East Old Settlers Blvd, Suite 100
Round Rock, Texas 78664

Re: Hairy Man Road / Brushy Creek Road Improvements Bid Review

Whit,

I have reviewed the bids provided for the Hairy Man Road / Brushy Creek Road Improvements project.

DeNucci Constructors, LLC is the apparent low bidder with a bid of $3,964,380.00.

I reviewed their bid for math errors and found none. There is an error in the total amount of bid written in words, but the intent appears to be consistent with the numerical amount. Based on this, I recommend their selection for this contract. Please call or email with any questions.

Regards,



Steven Lindsey
Atkins

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-693310

Date Filed:
11/26/2020

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
DeNucci Constructors, LLC
Austin, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County Purchasing Office

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
IFB T2232
Construction of roadway, widening, grading, retaining walls, drainage, guardrail, and W and WW work on Hairy Man Rd

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 **UNSWORN DECLARATION**

My name is PAUL DENUCCI, and my date of birth is [redacted].

My address is [redacted] (street) [redacted] (city) TX (state) [redacted] (zip code) USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in WILLIAMSON County, State of TX, on the 26th day of NOV (month), 2020 (year).

Paul T. DeNucci
Signature of authorized agent of contracting business entity
(Declarant)

Statement of opening of offers

The registration period for the purchase process IFB Hairy Man Road / Brushy Creek Road Improvements is closed on 18 Nov 2020 (Wed), 10:00 AM.

On 18 Nov 2020 (Wed), 10:01:00 AM, Johnny Grimaldo opened the registrations.

Entries submitted after the closing date, 18 Nov 2020 (Wed), 10:00 AM, will not be included in the procedure.

Registrations received:

	Offer ID	Name	Submitted
1	OF4626	**DeNucci Constructors, LLC** By: DeNucci Constructors, LLC	18 Nov 2020 (Wed), 7:05:19 AM
2	OF4924	**MA Smith Contracting Co., Inc** By: MA Smith Contracting Co., Inc	18 Nov 2020 (Wed), 8:41:49 AM
3	OF4880	**Joe Bland Construction, L.P** By: Joe Bland Construction, L.P	18 Nov 2020 (Wed), 9:08:58 AM
4	OF4630	**QA Construction Services Inc.** By: QA Construction Services Inc.	18 Nov 2020 (Wed), 9:23:19 AM
5	OF4557	**Patin Construction** By: Patin Construction	18 Nov 2020 (Wed), 9:26:11 AM

Registration prices:

DeNucci Constructors, LLC - Submitted price: $ 3,964,380.00

MA Smith Contracting Co., Inc - Submitted price: $ 6,702,752.85

Joe Bland Construction, L.P - Submitted price: $ 6,141,449.42

QA Construction Services Inc. - Submitted price: $ 4,035,000.00

Patin Construction - Submitted price: $ 5,548,392.75

Reported by Johnny Grimaldo on 18 Nov 2020 (Wed), 10:24 AM

Commissioners Court - Regular Session **49.**

Meeting Date: 12/08/2020

T2232 Hairy Man Road / Brushy Creek Road Improvements Notice of Intent

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES General Permit (TXR150000) for Hairy Man Road / Brushy Creek Road Improvements, a Road Bond program in Commissioner Pct. 1. P: 284 Funding Source: Road Bond

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T2232 Hairy Man Road Notice of Intent

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:20 AM
Form Started By: Dawn Haggard		Started On: 12/02/2020 02:11 PM
Final Approval Date: 12/03/2020		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Hairy Man Road / Brushy Creek Road Improvements
Does the site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	Hairy Man / Brushy Creek - Roadway widening, grading, retaining walls, drainage structures, and guardrail.
City	Round Rock
State	TX
ZIP	78681
County	WILLIAMSON
Latitude (N) (##.######)	30.519
Longitude (W) (-###.######)	-97.7452
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	Hairy Man Road / Brushy Creek Road Improvements
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	Hairy Man / Brushy Creek - From Walsh Dr to Sam Bass Rd, Roadway widening, grading, retaining walls, drainage structures, and guardrail.
City	Round Rock
State	TX
ZIP	78681
County	WILLIAMSON
Latitude (N) (##.######)	30.519
Longitude (W) (-###.######)	-97.7452

Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes
Responsible Authority Contact	
Organization Name	Williamson County
Prefix	THE HONORABLE
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	County Judge
Responsible Authority Mailing Address	
Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664

Phone (###-###-####)	5127449082
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	roads@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	MISS
First	Dawn
Middle	
Last	Haggard
Suffix	
Credentials	
Title	Construction Project Administrator
Enter new address or copy one from list:	CN600897888, Williamson County RESPONSIBLE AUTHORITY

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5127449082
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	dhaggard@hntb.com

CNOI General Characteristics

Is the project located on Indian Country Lands?	No
	No

Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?	

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6.

What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
If applicable, what is the Secondary SIC Code(s)?	
What is the total number of acres disturbed?	18.44
Is the project site part of a larger common plan of development or sale?	No
What is the estimated start date of the project?	01/15/2021
What is the estimated end date of the project?	03/15/2022
Will concrete truck washout be performed at the site?	Yes
What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Brushy Creek
What is the segment number(s) of the classified water body (s) that the discharge will eventually reach?	1244
Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
What is the name of the MS4 Operator?	Round Rock
Are any of the surface water bodies receiving discharges from the construction site on the 2016 Texas Integrated Report of Surface Water Quality?	Yes
What is the name(s) of the impaired water body(s) receiving the discharges from the contruction site?	Brushy Creek
Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes
I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its	Yes

obligations under the SWP3 provided all obligations are confirmed by at least one operator.	
I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **50.**

Meeting Date: 12/08/2020

1809-261 CR 110 Middle Change Order No. 4

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. 4 in the amount of $3,266.23 for CR 110 Middle (James Construction), a Road Bond project in Commissioner Pct. 4. P: 261 Funding Source: Road Bond

Background

This Change Order adds a new item to pay the Contractor to repair the guardrail end treatment on southbound CR 110, south of CR 112. The end treatment was damaged by a motorist on August 26, 2020. This location is within the project limits. The accident report case number and the driver's insurance information has been forwarded to the County for reimbursement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1809-261 CR 110 Middle Change Order No. 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:21 AM
Form Started By: Dawn Haggard		Started On: 12/02/2020 02:22 PM
Final Approval Date: 12/03/2020		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 4

1. CONTRACTOR: James Construction Group

2. Change Order Work Limits: Sta. 242+00 to Sta. 243+00

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 3L (3 Max. - In order of importance - Primary first)

Project:	*1809-261*
Roadway:	*CR 110 Middle*
CSJ Number:	

5. Describe the work being revised:

3L: County Convenience. Revising safety work/measures desired by the County. This Change Order adds a new item to pay the Contractor to repair the guard rail end treatment on southbound CR 110, south of CR 112. This is within the construction project limits.

6. Work to be performed in accordance with Items: 544

7. New or revised plan sheet(s) are attached and numbered:

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 11/12/20

By

Typed/Printed Name Rick Lewis

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $3,266.23

RECOMMENDED FOR EXECUTION:

P.E. 12/1/20
Project Manager Date

N/A
Design Engineer Date

Program Manager Date

Design Engineer's Seal:

see attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *4* ***Project #*** *1809-261*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
544-WC01	REPAIR DAMAGE TO SINGLE GUARDRAIL TREATMENT NEAR CR 112	LS	$3,266.23	0.00	$0.00	1.00	1.00	$3,266.23	$3,266.23
TOTALS					$0.00			$3,266.23	$3,266.23

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 110 Middle
Williamson County Project No. 1809-261

Change Order No. 4

Reason for Change

This Change Order adds a new item to pay the Contractor to repair the guardrail end treatment on southbound CR 110, just south of CR 112. The end treatment was damaged by a motorist on August 26, 2020. This location is within the project limits. The accident report case number and the driver's insurance information has been forwarded to the County for reimbursement.

Following is a summary of new item(s) required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
544-WC01	REPAIR DAMAGE TO SINGLE GUARDRAIL TREATMENT NEAR CR 112	1	LS

This Change Order results in a net increase of $3,266.23 to the Contract amount, for an adjusted Contract total of $9,022,721.53. The original Contract amount was $8,910,862.73. As a result of this and all Change Orders to-date, $111,858.80 has been added to the Contract, resulting in a 1.26% net increase in the Contract cost. Zero (0) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

REPAIR PROPOSAL

Date: 9/3/2020

Proposal #

Primoris Services Corporation
James Construction Group

Send To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 110
Project No.: 1809-261
Control No.: 1809-261

Qty	UM	Description	Unit Price	Total
1.00	LS	RSI - REPAIR MBGF AT CR112	$3,029.89	**$3,029.89**
1.00	LS	JCG - TRAFFIC CONTROL/FLAGGING FOR REPAIR	$236.34	**$236.34**
			Total	**$3,266.23**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	9/3/2020	**Project:**	CR110 (MIDDLE SECTION)	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	1809-261	**Highway:**	CR110
Description:	Survey Gas Line Vent Locations	**Original Contract:**	**Net CO:** $ -	**Revised Contract:**	
Estimated Qty:	1.00 LS	**Narrative:**	JCG plans to set a flagging operation at CR112 to move traffic away from the damaged SGT while RSI makes the repairs.		
Estimated Change in Contract Sum:	$ 3,266.23				
Estimated Change In Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Laborer - Flagger	4.00			$ 15.00		$ 60.00
Laborer - Flagger	4.00			$ 15.00		$ 60.00
						$ -
					Subtotal	$ 120.00
					15% Mark Up	$ 18.00
					55% Burdens	$ 66.00
					Total Labor	**$ 204.00**

Equipment	**QTY**	**UM**	**Rate**	**Extended**
				$ -
				$ -
				$ -
			Subtotal	$ -
			15% Mark Up	$ -
			Total Equipment	**$ -**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
RSI Proposal No. 200817P	1.00	LS	$ 2,634.69	$ 2,634.69
			Subtotal	$ 2,634.69
			15% Mark Up	$ 395.20
			Total Subcontract	**$ 3,029.89**

Material	**QTY**	**UM**	**Price**	**Extended**
		CY		$ -
			Subtotal	$ -
			15% Mark Up	$ -
			Total Material	**$ -**

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
		DOL	$ -	$ -
			Total	**$ -**

TOTAL OF WORK PERFORMED	**$ 3,233.89**
BOND FEE (ADD 1%)	**$ 32.34**
TOTAL COST	**$ 3,266.23**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 3,266.23**

ROADWAY SPECIALTIES, INC.

P.O. BOX 90309, AUSTIN, TEXAS 78709
512-280-6666 PHONE 512-280-6066 FAX
CERTIFIED DBE/HUB

PROPOSAL

Project: CR 110

For: **James Construction** **Proposal No.:** **200817P**

We propose to furnish all labor, materials, equipment and supervision to perform the following scope of work, per plans and specifications, on the above referenced project.

Item	Bid Item Description	Unit	Bid Quantity	Unit Price	Amount
1	SGT Repair	LS	1.00	2,634.69	2,634.69
	SGT Impact Head				
	12'6" MBGF				
	9'4.5" MBGF				
	First post top tube w/ hardware				
	Steel cable tie				
	Composite block				
	TOTAL AMOUNT OF BASE BID:				$2,634.69

If additional information is needed, please feel free to contact us at (512) 280-6666.

Sincerely,

Josh Shelton

PLEASE NOTE:

* All quantities are estimates - payment will be based on field measurement.
* If bond is needed add 2.50% to total and place in mobilization.
* Locating underground utilities shall be coordinated through the General Contractor.
* General Contractor to inform RSI of any utilities which are not members of the one call system.
* Roadway Specialties, Inc. is not responsible for performing any survey operations.
* A $750.00 mobilization charge will apply if Roadway Specialties is called out to project and conditions are not suitable to perform work.
* Unit prices quoted above are valid for thirty days.

EXCLUSIONS:

* All level up, if required, for guardrail end treatments.
* All concrete blockouts, mow strips, grout and/or riprap for guardrail removal and/or installation.
* All hand digging for metal beam guard fence, transitions, guardrail end treatments and sign post installation. If utility conflicts arise and hand digging is required, additional charges will apply.
* All lane closures, traffic control and peace officers.
* All truck mounted attenuators and rumble strips.
* All grading associated with guardrail end treatment approaches and departures.

ROADWAY SPECIALTIES, INC.

P.O. BOX 90309, AUSTIN, TEXAS 78709
512-280-6666 PHONE 512-280-6066 FAX
CERTIFIED DBE/HUB

* All survey operations

Respectfully submitted by: Josh Shelton, Vice President

Accepted by: _____

Date: _____

Commissioners Court - Regular Session **51.**

Meeting Date: 12/08/2020

Interlocal Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Cedar Park in regard to cost sharing of design, right of way acquisition and construction of multiple projects.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:31 AM
Form Started By: Charlie Crossfield		Started On: 12/03/2020 08:28 AM
Final Approval Date: 12/03/2020		

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into effect this _____day of _____, 2020, by and between WILLIAMSON COUNTY (the "County) and the CITY OF CEDAR PARK, TEXAS (the "City"), political subdivisions of the State of Texas and are sometimes collectively referred to as "the Parties".

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City and the County desire to cooperate in the cost sharing of design, right-of-way acquisition and construction of 1) widening of RM 1431 from Bagdad Rd. to Anderson Mill Rd. ("RM 1431 Project"), 2) extension of New Hope Rd. from Ronald Reagan to Sam Bass ("New Hope Project"), 3) extension of Toro Grande from Parmer Ln. to RM 1431 ("Toro Grande Project") and 4) extension of the Brushy Creek Regional Trail from the YMCA Twin Lakes facility to Lakeline Park including a pedestrian bridge over Bell Blvd. ("Brushy Creek Trail Project") as shown in Exhibit 1, collectively referred to as (the "Projects"); and

WHEREAS, the RM 1431, Toro Grande and Brushy Creek Trail projects were recommended by the 2019 Williamson County Citizens Bond Committee for inclusion in the 2019 County Bond election; and

WHEREAS, the RM 1431, New Hope and Toro Grande projects are on the City's roadway master plan and are needed to convey existing and future traffic volumes in this fast growing region and the Brushy Creek Trail project is in the City's park's master plan; and

WHEREAS, The RM 1431 Project includes cost sharing of preparing shovel ready construction plans and right-of-way acquisition for submission to CAMPO for future funding of the widening of Whitestone Blvd (RM 1431) from Bagdad Road to Anderson Mill Road to a 6 lane divided arterial with raised medians, traffic signals at major intersections, sidewalks, extra wide outer lane and LED street lighting; and

WHEREAS, The New Hope Project includes cost sharing of construction of an extension of New Hope Rd from Ronald Reagan Blvd. to Sam Bass Rd., with construction plans

prepared and paid for by the city, as a 4 lane divided arterial with raised medians, traffic signals at major intersections, sidewalks, dedicated bike lanes or extra wide outer lane and LED street lighting; and

WHEREAS, The Toro Grande Project includes cost sharing in design and construction of an extension of Toro Grande from Parmer Lane to RM 1431, with right-of-way provided by the developer or owners of the land, as a 4 lane divided arterial with raised medians, traffic signals at major intersections, sidewalks, extra wide outer lane and LED street lighting and; and

WHEREAS, The Brushy Creek Trail Project includes design, easement acquisition and construction of a 0.75 mile extension of the Brushy Creek Regional Trail from the Twin Lakes YMCA facility to the City's Lakeline Park, including a pedestrian bridge over Bell Blvd., and

WHEREAS, the estimated costs of the Projects and allocations to the Parties is $39.65 million as shown in Exhibit 2 and the City and County each have committed to providing up to fifty percent (50%) of all applicable costs as described for each project in this Agreement, including but not limited to engineering, right-of-way acquisition, construction, surveying, geotechnical, environmental, testing and inspection ("Project Costs"); and

WHEREAS, the City and the County have each committed to providing up to a maximum of $19.83 million in funding for the Project Costs and the Parties agree that the final allocations of the actual Project Costs for each specific project shown in Exhibit B may change as the plans and bidding for each project are finalized with mutual agreement of the; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I.
Terms and Conditions

1. The term "Design" for the purposes of this Agreement means engineering, surveying, geotechnical, environmental and any other professional or technical services required to produce bidding documents, plans and specifications for the Projects.

2. The term "Construction" means the provision of all materials, equipment, labor, surveying, testing and inspection necessary to construct the Projects according to the plans and specifications approved by the City and County.

3. The City agrees to serve as project manager on behalf of the City and the County and administer all aspects of Design, right-of-way acquisition and Construction for the Projects as described for each project in this Agreement, including consultant selection with approval by County staff.

4. Upon the City's approval of each invoice for any Project Costs, the City will transmit a copy of the invoice to the County. Each invoice shall identify all Projects Costs incurred by the City relating to the Project. Each invoice submitted by the City for reimbursement will clearly describe the work done for which reimbursement is sought, will not seek reimbursement or payment for any costs or expenses other than Projects Costs. Upon

request of the County, the City agrees to make available documentation in reasonable detail evidencing all Projects Costs for which reimbursement is sought. Upon timely receipt, proper documentation and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. Payment not mailed within 30 calendar days of receipt by the County Auditor will accrue interest at the rate set forth in Government Code Section 2251.025(b).

5. The City agrees that the funds provided pursuant to this Agreement are to be utilized solely for the Projects. The City agrees to make available to the County any and all documentation required by the County to verify that said sum has been utilized solely for the Projects.

6. The City agrees that the $2 million provided by the County from the County's 2019 park bond funds for the Brushy Creek Trail Project shall be utilized solely for the Brushy Creek Trail Project.

7. All professional and other services for the Project shall be procured in accordance with all applicable State laws.

8. The County shall be included in the City's process for selection of all professional services and shall have the right of final approval of all professional services prior to contract execution.

9. The City shall schedule periodic progress meetings with the County of not less than one per month, unless otherwise agreed by both Parties, and the County shall on an administrative basis have the right to review and approve all construction documents prior to finalization by the consultant.

10. The County is not liable for and it shall be the City's sole responsibility, at its own cost and expense from its share of the project funding, to pay for the design, installation, construction, repair, replacement, removal, upgrade and maintenance of all irrigation and landscaping, including but not limited to, plantings of grass and bushes, and the installation of water features, if any, that are related to any of the Projects.

11. The Parties each agree to hold harmless, defend, and indemnify the other Party, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type or description, including but not limited to any and all expenses of litigation, court costs, attorney's fees and all other costs and fees incident to any work done as a result of the Design and Construction of the Projects, except to the extent arising from the Party's gross negligence or intentional action. In no event shall either Party be liable to the other for special or consequential damages, statutory or otherwise. Nothing herein shall be construed to waive or limit either Party's legal or equitable defenses or immunities.

II.
Miscellaneous

1. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States,

the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.

3. This Agreement shall be performable in Williamson County, Texas.

4. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

Bill Gravell, Jr.
County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

Corbin Van Arsdale SPT
Corbin Van Arsdale Mayor
City of Cedar Park, Texas

ATTEST:

LeAnn Quinn, City Secretary

EXHIBIT A

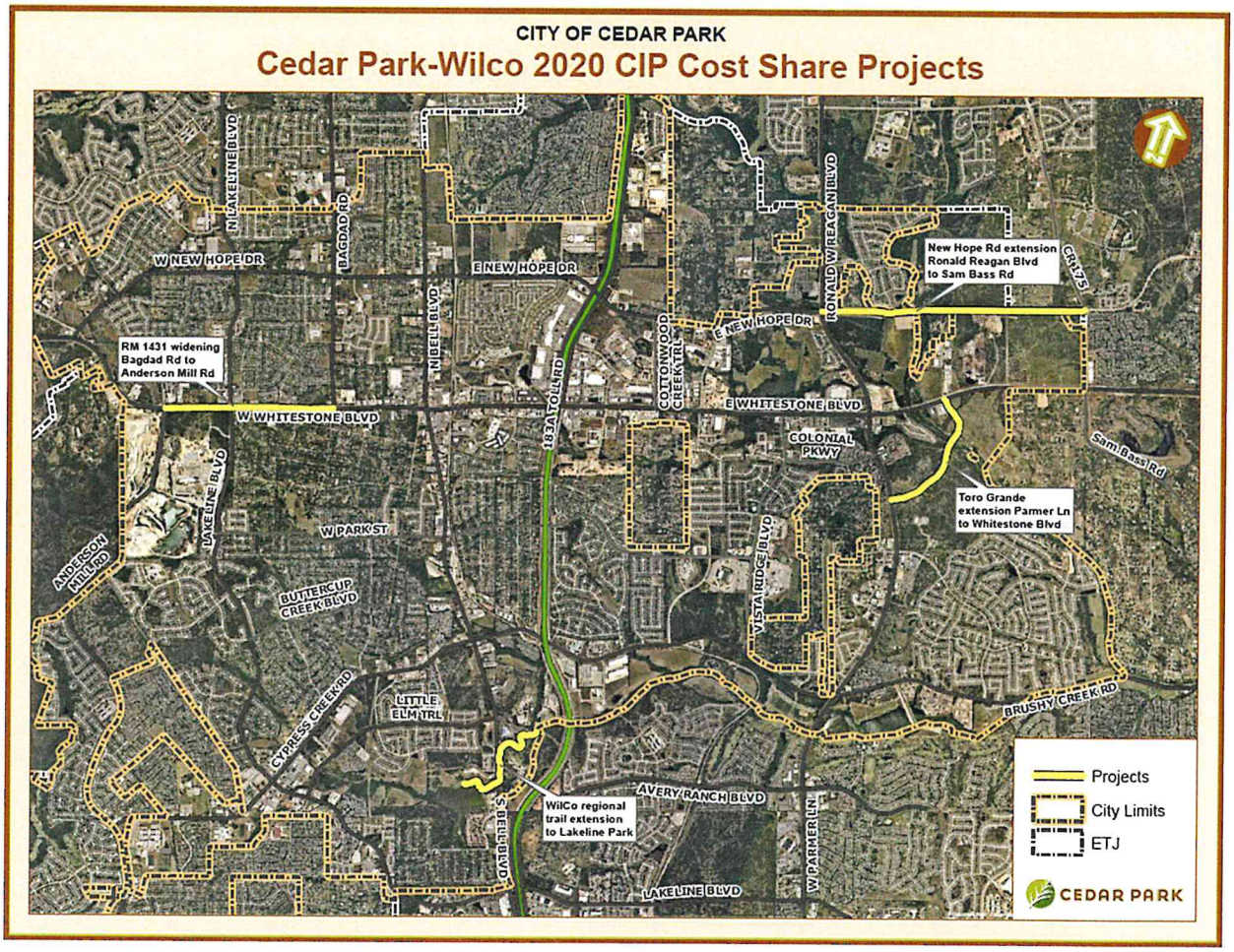

CITY OF CEDAR PARK
Cedar Park-Wilco 2020 CIP Cost Share Projects
N LAKELINE BLVD
BAGDAD RD
W NEW HOPE DR
E NEW HOPE DR
N BELL BLVD
RONALD W REAGAN BLVD
New Hope Rd extension Ronald Reagan Blvd to Sam Bass Rd
CR 175
RM 1431 widening Bagdad Rd to Anderson Mill Rd
183A TOLL RD
COTTONWOOD CREEK TRL
E WHITESTONE BLVD
W WHITESTONE BLVD
COLONIAL PKWY
Sam Bass Rd
Toro Grande extension Parmer Ln to Whitestone Blvd
LAKELINE BLVD
W PARK ST
ANDERSON MILL RD
BUTTERCUP CREEK BLVD
VISTA RIDGE BLVD
CYPRESS CREEK RD
LITTLE ELM TRL
BRUSHY CREEK RD
AVERY RANCH BLVD
WilCo regional trail extension to Lakeline Park
S BELL BLVD
W PARMER LN
LAKELINE BLVD
Projects
City Limits
ETJ
CEDAR PARK

EXHIBIT B

Estimated Project Costs
Cedar Park - Williamson County Cost Share ILA - 2020 [1]

Project	Total Project Cost	Cost Per Entity			
		City		Wilco	
		%	Cost	%	Cost
RM 1431 Project (Bagdad Rd to Anderson Mill Rd)	$8.15	50%	$4.08	50%	$4.08
New Hope Project (Ronald Reagan to Sam Bass)	$15.50	50%	$7.75	50%	$7.75
Toro Grande Project - Parmer to RM 1431	$12.00	50%	$6.00	50%	$6.00
Brushy Creek Trail Project (Extension Couny Regional Trail From Twin Lake YMCA to Lakeline Park w/Ped Bridge Over Bell Blvd	$4.00	50%	$2.00	50%	$2.00
Total	$39.65		$19.83		$19.83

1 - All costs in millions

Commissioners Court - Regular Session **52.**

Meeting Date: 12/08/2020

License and Temporary Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a License and Temporary Use Agreement with Austin White Lime Company, Ltd. for the SH 195 @ Reagan Blvd. project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

License and Temp Use Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 08:44 AM
Charlie Crossfield (Originator)	Charlie Crossfield	12/03/2020 09:07 AM
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:08 AM
Form Started By: Charlie Crossfield		Started On: 12/03/2020 08:30 AM
Final Approval Date: 12/03/2020		

LICENSE AND TEMPORARY USE AGREEMENT

(SH 195 @ Ronald Reagan Boulevard Project)

Austin White Lime Company, Ltd. a Texas limited partnership (the *"Owner")* are the owners of the real property located in Williamson County, Texas, depicted on the attached Exhibit A as "R011082 Austin White Lime " (the "Property") and Pope Materials, Inc. *("Land Lessee")* leases the Property from the Owner. **WGI, Inc., CoxMcLain Environmental Consulting, Inc., and Terracon Consultants, Inc.** *("Licensee or Contractor"),* have requested that the Owner grant Licensee permission to enter onto the Property for purposes of linear and topographical surveying, engineering, environmental, and geotechnical investigation to determine the viability of the project area (the *"Temporary Use"*) on behalf of **Williamson County.** Owner is willing to allow Licensee to access the Property for the Temporary Use, but only in strict accordance with the terms of this Agreement.

Owner, the County and Contractor agree as follows:

1. Grant of License. Subject to the terms of this Agreement, Owner grants the County and Contractor a temporary license to enter onto and to use the Property for the limited purpose of the Temporary Use. No other uses of the Property or use of any of Owner's property other than the Property are permitted. Access to the Property will be provided only as indicated on the attached **Exhibit "A".**

2. Conditions of Use.

   a. All work performed by Licensee in connection with the Temporary Use must be performed in strict accordance with all rules, regulations, ordinances and requirements of any governmental entity with jurisdiction. Licensee will be solely responsible for any and all permits and approvals that may be required for the Temporary Use; and any restoration required by this Agreement, at their sole cost.

   b. Licensee must confine their activities in connection with the Temporary Use to the Property.

   c. Licensee agrees not to cause any damage to the Property in connection with its presence and activities and, upon termination of the temporary license granted under this Agreement, to comply with the restoration obligations contained in Paragraph 4 of this Agreement. The foregoing notwithstanding, Licensee may remove underbrush as reasonable necessary to clear lines of sight for purposes of the survey investigation, but under no circumstances may Licensee cut or remove hard-wood trees or limbs, including but not limited to oaks, without prior permission of Owner.

   d. Licensee acknowledges that portions of the Property are currently used for quarrying and/or ranching operations and agree that all activities on the Property will be conducted in a manner in order to minimize interference with or interruption of such quarry or ranching operations. When exercising their rights under this Agreement, Licensee must not damage any fencing or livestock, or any other property of Owner, the Land Lessee, or their agents or employees. Licensee agree to close and secure and to require its employees and agents and its subcontractors and their employees to close all gates and secure all openings in the fencing to the

Property at all times except when such gates and openings are in actual use as permitted under this Agreement.

e. Licensee's obligations and agreements under this Paragraph 2 will survive the termination of the County's and Contractor's rights and privileges under this Agreement.

3. Term and Termination. The County's and Contractor's rights and privileges under this Agreement will automatically terminate upon the first to occur of (a) five days after delivery of written notice from Owner to the County and Contractor; (b) completion of the Temporary Use; or (c) April 30, 2022.

4. Restoration. Upon termination of the Licensee's rights and privileges hereunder, the Licensee agrees to restore any portion of the Property that has been negatively affected by the Licensee's activities to their condition as of the effective date of this Agreement, at the Licensee's sole cost and expense, including cleaning up and removing any debris or trash that has been placed on the Property, has been generated by the County's and Contractor's presence and activities, or has accumulated during the County's and Contractor's use. These restoration obligations of the County and Contractor will survive the termination of the County's and Contractor's rights and privileges hereunder.

5. Contact Information. Contractor and any subcontractor or consultant of Contractor or the County that enters the Property must provide Owner with the name and telephone number of its project manager before entering onto the Property.

6. Insurance. Prior to performing any work on the Property, Contractor must name Owner and the Land Lessee, Pope Materials, Inc., as additional insureds on a commercial general liability insurance policy ("CGL") providing coverage in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate, including broad-form contractual liability and a comprehensive auto liability insurance policy *("Auto")* covering all owned, non-owned or hired vehicles or machinery to be used on the Property providing, on an occurrence basis, not less than $1,000,000 combined single limit bodily injury and property damage coverage (all with appropriate waivers of subrogation in favor of Owner). The CGL and Auto policies must be primary and non- contributory. Prior to Contractor performing any activity on the Property, Contractor must provide Owner a certificate of insurance evidencing the required insurance coverages, as well as workers' compensation coverage with the statutorily required limits, and each certificate must provide that such insurance may not be terminated without at least 30 days' notice to Owner, and the required waiver of subrogation.

7. Insurance and Indemnity Agreement: Special Conditions to Entry. Contractor must execute and deliver to Owner the Insurance and Indemnity Agreement attached as **Exhibit "B"** prior to entering upon the Property. The County and

Contractor agree to comply with and require all of its employees entering onto the Property to comply with the Special Conditions to Entry attached as **Exhibit "C".**

8. Indemnity.

a. **The County, to the extent permitted by law, and Contractor, each agree that it will be solely liable for all damage or injury to persons or property resulting from its activities or those of its agents, employees, contractors, subcontractors, or other parties in coming upon or about the Property in connection herewith, and to indemnify and hold Owner and Land Lessee, and Pope Materials, Inc., harmless from any liability, damages, cost or expense resulting therefrom, including attorneys' fees for the defense thereof, to the extent such liability, damages, costs or expenses are caused in whole or** in **part by the negligence, fault or strict liability of the County or Contractor or their agents and employees.**

b. The County's and Contractor's obligations under this Paragraph 8 will survive the termination of the County's and Contractor's rights and privileges under this Agreement.

9. Miscellaneous.

a. Time is of the essence in all matters relating to or arising under this Agreement, and in the County's and Contractor's performance of all obligations under this Agreement.

b. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions will not be affected and, in lieu of the illegal, invalid or unenforceable provision, a provision that is legal, valid and enforceable and is as similar in terms to such illegal, invalid or unenforceable provision as is possible will be added to this Agreement.

c. The County and Contractor agree that no subcontractors are authorized under this Agreement and that any designed subcontractors will be required to obtain a separate License and Temporary Use Agreement prior to entering onto the Property.

d. The parties each acknowledge that they and their respective counsel have reviewed and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved and construed against the drafting party will not be employed in the interpretation of this Agreement.

e. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original instrument, but all of which counterparts together will constitute one and the same instrument. A facsimile or electronic signature will be deemed to constitute an original signature, and will have the same force or effect.

f. The following exhibits are attached to this Agreement and are incorporated herein by reference:

Exhibit "A": The Property
Exhibit "B": Insurance and Indemnity Agreement
Exhibit "C": Special Conditions to Entry

EXECUTED on the date or dates indicated on the attached signature pages, to be effective as of the____ day of_____ 2020 (the *"Effective Date"*).

OWNER:

Austin White Lime Company. Ltd., a Texas limited partnership

By: **Robinson Family Management**. its General Partner

E-SIGNED by Oscar Robinson
By: on 2020-11-30 19:53:56 GMT

Name: John Oscar Robinson

Title: President

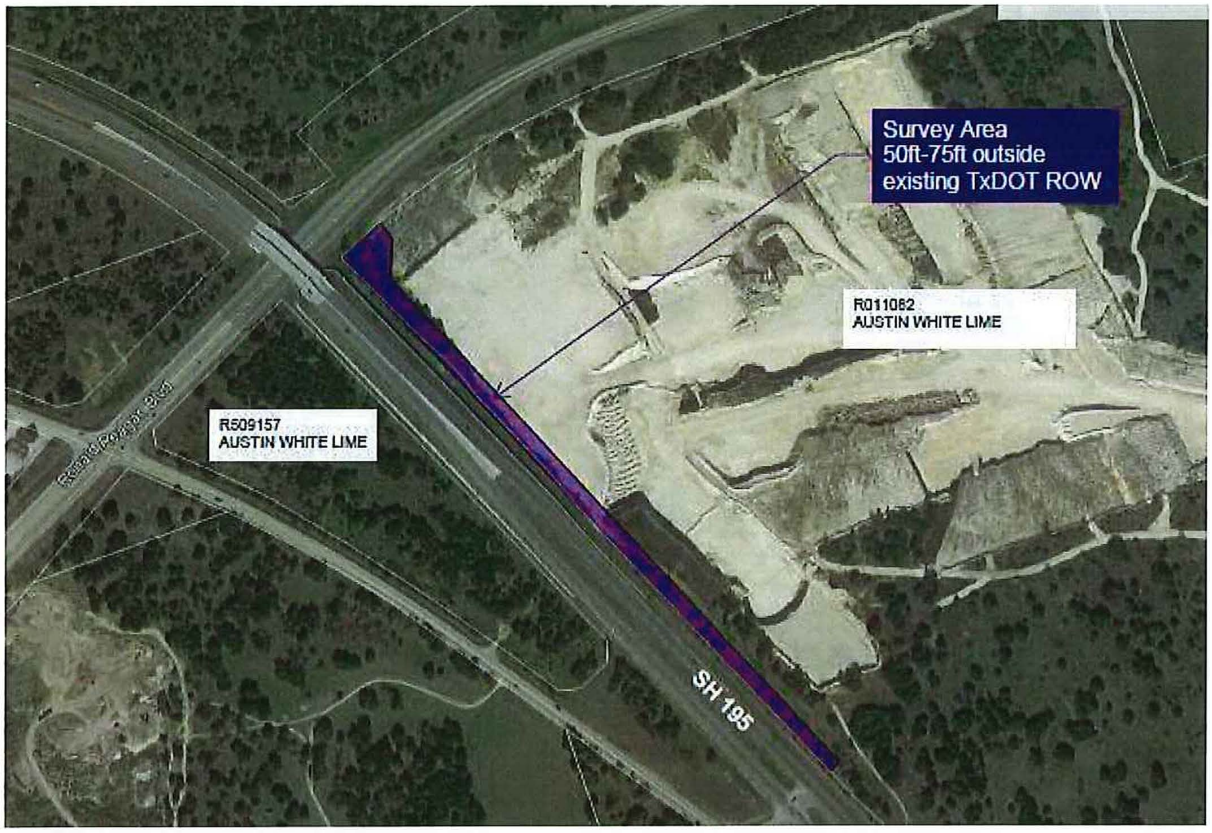
COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A"
[The Property]



Initials of Contractor

EXHIBIT "B"
INDEMNITY AND INSURANCE AGREEMENT

It is the express intent of _____ ("*Contractor*"), and Austin White Lime Company, Ltd., a Texas limited partnership (the "*Land Owner*") of the land to be accessed or used by the Contractor (the "*Land*") under the License and Temporary Use Agreement dated _____, 2020 (the "*Agreement*"), and Pope Materials, Inc. (hereafter referred to as the "*Land Lessee*") that the indemnity provided for in this Agreement is to protect and indemnify the Land Owners and Land Lessee from liability.

In consideration of Contractor's being provided with the right of access to and use of the land described in the Agreement, Contractor agrees to the following terms:

Contractor agrees to fully defend, protect, indemnify and hold harmless the Land Owners and Land Lessee, their employees, invitees, agents, and representatives and their respective successors and assigns (individually, an "*Indemnified Party*" and collectively, the "*Indemnified Parties*") from and against any and all claims, demands, actions or causes of action, and any and all liabilities, costs, and expenses (including but not limited to attorneys' fees and expenses, incurred in connection with the defense of any Indemnified Party), damage or loss in connection therewith, which may be made or asserted by Contractor, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained by, or arising out of or growing out of bodily injury, including death, or loss of use, damage to or destruction of property, including pollution, caused by, arising out of, sustained by, or in any way incidental to or in connection with the Contractor's use of the Land.

1. Contractor agrees to provide a certificate of insurance issued to **Austin White Lime Company**, a Texas limited partnership confirms each of the following coverages:

a.	Comprehensive General Liability:	$1,000,000 Combined Single Limit $2,000,000 General Aggregate
b.	Comprehensive Automobile Liability:	$1,000,000 Combined Single Limit
c.	Worker's Compensation:	Statutory coverage under Texas law

2. Landowners and Land Lessee **must be named as Additional Insureds** on the liability policies referenced above, and noted as such on the required certificate of insurance.

3. A Waiver of Subrogation must be included in favor of all Landowners and Land

Initials of Contractor

Lessee and noted as such on the certificate of insurance.

4. 30 days' notice to Land Owners prior to cancellation of such insurance is required and must be noted on the certificate of insurance.

5. Contractor also agrees to execute, comply with, require its employees, contractors and its subcontractors to comply with, and to post at its job site the attached Special Conditions to Entry.

CONTRACTOR:

By:_____

_____

Printed Name of Agent for Contractor

_____

Contractor Address (Print)

_____

Contractor Phone Number (Print)

Date:_____

_____

Initials of Contractor

Exhibit "C"

SPECIAL CONDITIONS TO ENTRY

ANY PROPERTY THAT IS DISTURBED MUST BE RETURNED TO ITS ORIGINAL CONDITION OR TO A CONDITION APPROVED BY OWNER IN WRITING UPON COMPLETION OF PROJECT.
ANY DISTURBED PROPERTY MUST BE RESTORED TO THE CONDITION EXISTING PRIOR TO ENTRY, INCLUDING SIX (6) INCHES OF NEW TOPSOIL, WHICH MAY NOT INCLUDE ANY ROCK OR CLAY MATERIAL. GRASS MUST BE RESEEDED USING A COOL/WARM SEED MIX APPROVED BY OWNER.
Any necessary temporary fencing must be constructed and in place before any permanent fencing is removed. Upon completion of the project, any permanent fencing that was removed will be replaced or reconstructed by Owner's fence builder, at contractor's expense.

Any temporary fencing or silt fencing installed for the project may not block ranch roads or current access by Owner or its tenants, guests or employees, unless an alternate access approved by Owner in writing is provided by contractor.

A list of contractor's representatives and its sub-contractor's representatives, with contact information, must be provided to Owner prior to entry.

All posted safety rules must be obeyed.

All applicable MSHA and OSHA standards and all other legal requirements must be complied with.

Any damage to existing fencing or gates will be repaired by Owner's fence builder at contractor's expense.

No leaks of fuels or pollutants are acceptable. Contractor is responsible for any environmental cleanup necessary due to its use of or presence on the property.

Contractor is responsible for repair of any damage to roads and for dust control in staging area or on roads being used by contractor unless otherwise agreed in writing by Owner. All use of roads, gates, and crossings must be approved by Owner in advance.

All stakes, tape, or other markers placed on the property must be removed upon completion of work or studies.

NO HUNTING OR FISHING IS ALLOWED. Firearms are not permitted to be brought on the property at any time. Owner reserves the right to search any vehicle on property for firearms.

No paper cups, plates, ice bags, trash, etc. may be left on the property. All debris must be collected and removed from the site DAILY.

Entry and activities will be restricted to Monday through Friday, between 6 a.m. and 4 p.m.

Vehicles must be parked in areas off of the roadways.

_____
Initials of Contractor

If access to the property is for studies, surveying or other reporting purposes, Owner must be provided a written report of findings.

Access will be limited strictly to the approved area of use; anyone found outside those boundaries will be considered to be trespassing.

For gate combinations required for access, contact the Austin White Lime Real Estate Administrator at (512) 244-5893 two days prior to entry to the property so residents and ranchers can be contacted.

Gates must be kept locked, and left as found. Interior gates that are closed must be left closed; and open gates must be left open.

A signed Indemnity and Insurance Agreement and Certificate of Insurance are required before entry onto the property.

This constitutes notification that deer hunting does occur on the property during deer season, and dove hunting during dove season. Any person entering the property must take all necessary safety precautions.

Contractor agrees that these conditions will be posted at the job site and made known to all persons entering the property.

CONTRACTOR:

By:_____

_____

Printed Name of Agent for Contractor

_____

Contractor Address (Print)

_____

Contractor Phone Number (Print)

Date:_____

_____

Initials of Contractor

Commissioners Court - Regular Session **53.**

Meeting Date: 12/08/2020

Sam Bass Rd. 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 Community Christian Church of Round Rock, Texas regarding right of way acquired for the Sam Bass Rd. project (Parcel 38). Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:09 AM

Form Started By: Charlie Crossfield Started On: 12/03/2020 08:35 AM

Final Approval Date: 12/03/2020

REAL ESTATE CONTRACT

Corridor H/Sam Bass Road Right of Way—Parcel 38

THIS REAL ESTATE CONTRACT ("Contract") is made by COMMUNITY CHRISTIAN CHURCH OF ROUND ROCK, TEXAS, a Texas non-profit corporation (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.300 acre (approximately 13,083 Sq. Ft.) tract of land in the J.H. Dillard Survey, Abstract No. 179, Williamson County, Texas; said tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 38**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of ONE HUNDRED THOUSAND EIGHT HUNDRED SEVENTY and 00/100 Dollars ($100,870.00).

2.02. The Additional Compensation for the acquisition of any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of TWO HUNDRED FORTY-TWO THOUSAND TWO HUNDRED SEVENTEEN and 00/100 Dollars ($242,217.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation 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 any use of the Property for design and construction of proposed road widening improvements to Sam Bass/Corridor H shall not cause the diversion, encroachment, impoundment or increase in the amount of surface stormwater flow on or across the remaining property of Seller, or otherwise violate the provisions of Texas Water Code Sec. 11.086.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before 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 in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $2000 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

COMMUNITY CHRISTIAN CHURCH
OF ROUND ROCK, TEXAS,
a Texas non-profit corporation

By: Galen L. Helmkamp

Name: Galen L. Helmkamp

Its:Trustee

Date: 11/20/2020

By: _____

Name: Curtis A. Riggs

Its:Trustee

Date: 11/22/2020

By: _____

Name: John D. Byrd

Its:Trustee

Date: 11/22/2020

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 38
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

October 1, 2020

PROPERTY DESCRIPTION FOR PARCEL 38

DESCRIPTION OF A 0.300 ACRE (13,083 SQ. FT.) PARCEL LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.546 ACRE TRACT OF LAND DESCRIBED IN A DEED TO COMMUNITY CHRISTIAN CHURCH OF ROUND ROCK, TEXAS, RECORDED JULY 17, 1989 IN VOLUME 1799, PAGE 1, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 0.300 ACRE (13,083 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 502.74 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 322+06.13 on the east line of a called 1.056 acre tract of land described in a deed to Christine Bushong, Trustee of the Christine Bushong Trust, recorded in Document No. 2015097103, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northwest corner of said 2.546 acre tract;

THENCE S 27°43'04" W, with the common line of a said 2.546 acre tract and said 1.056 acre tract, a distance of 425.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,574.41, E=3,111,995.60) set 78.64 feet left of Sam Bass Road E.C.S. 321+67.05 on the proposed north right-of-way line of Sam Bass Road and the east line of a called 1.05 acre tract of land described in a deed to John W. Speck, III and Glenda Neans-Speck, recorded in Document No. 2003020095, O.P.R.W.C.TX., for the northwest corner and **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the right;

1) **THENCE** departing the common line of said 2.546 acre tract and of said 1.05 acre tract, with the proposed north right-of-way line of said Sam Bass Road, and said curve to the right over and across said 2.546 acre tract, an arc distance of 228.74 feet, through a central angle of 03°43'25", having a radius of 3,519.69 feet, and a chord that bears S 65°59'08" E, a distance of 228.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.40 feet left of Sam Bass Road E.C.S. 323+95.66 on the common line of said 2.546 acre tract and a called 0.85 acre tract of land described in a deed to Round Rock Congregation of Jehovah's Witnesses, recorded in Volume 1229, Page 893, O.R.W.C.TX., for the northeast corner of the parcel described herein;

2) **THENCE** S 30°27'59" W, continuing with the proposed north right-of-way line of said Sam Bass Road, with the common line of said 2.546 acre tract and said 0.85 acre tract, passing at a distance of 0.41 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 323+95.61, and continuing for a total distance of 54.22 feet to a calculated point on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said 0.85 acre tract, same being the southeast corner of said 2.546 acre tract and the parcel described herein;

3) **THENCE** N 67°12'51" W, departing the common line of said 2.546 acre tract and said 0.85 acre tract, with the existing north right-of-way line of said Sam Bass Road, a distance of 226.46 feet to a calculated point for the southeast corner of said 1.05 acre tract, same being the southwest corner of said 2.546 acre tract and the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 38
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

4) **THENCE** N 27°43'04" E, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 1.05 acre tract and said 2.546 acre tract, a distance of 58.85 feet to the **POINT OF BEGINNING,** and containing 0.300 acre (13,083 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

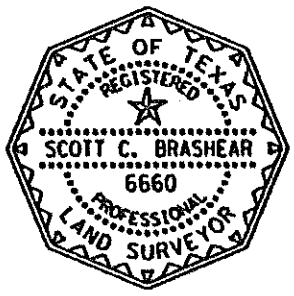
Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



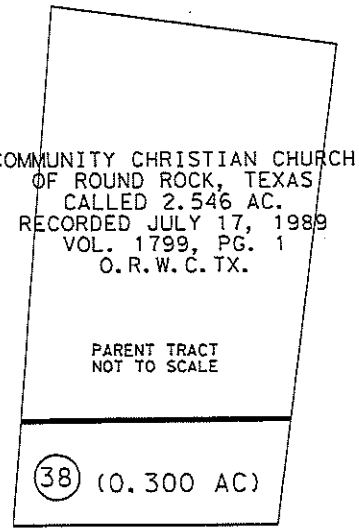
Scott C. Brashear 10/2/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
○	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—//—	DISTANCE NOT TO SCALE
————	DEED LINE (COMMON OWNERSHIP)



SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1933271, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 15, 2019, AND ISSUED DATE AUGUST 27, 2019.

1. RESTRICTIVE COVENANTS: VOLUME 554, PAGE 135 AND VOLUME 568, PAGE 10, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SUBJECT TO.

10A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. ANY VISIBILE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

D. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

E. RIGHT OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

F. BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 568, PAGE 10, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

G. PIPELINE EASEMENT TO LONE STAR GAS COMPANY RECORDED IN VOLUME 427, PAGE 229, DEED RECORDS OF WILLIAMON COUNTY, TEXAS, DOES NOT AFFECT.

H. ELECTRIC AND COMMUNICATION LINES EASEMENTS TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 466, PAGE 132 MODIFIED IN VOLUME 560, PAGE 471 AND VOLUME 655, PAGE 98, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT FOR INGRESS AND EGRESS AS SET OUT IN VOLUME 624, PAGE 808, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. ACCESS EASEMENT AS SET OUT IN VOLUME 1799, PAGE 37, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT NOT SHOWN.

K. ACCESS EASEMENT AS SET OUT IN VOLUME 2094, PAGE 295, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

L. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

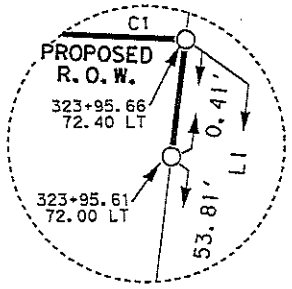
NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1933271, EFFECTIVE DATE AUGUST 15, 2019, AND ISSUED DATE AUGUST 27, 2019. THERE MAY BE EASEMENTS OR OTHER MATTERS,. RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR



DETAIL "A"
NOT TO SCALE

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

10/2/20
DATE

REF. FIELD NOTE NO. 44820

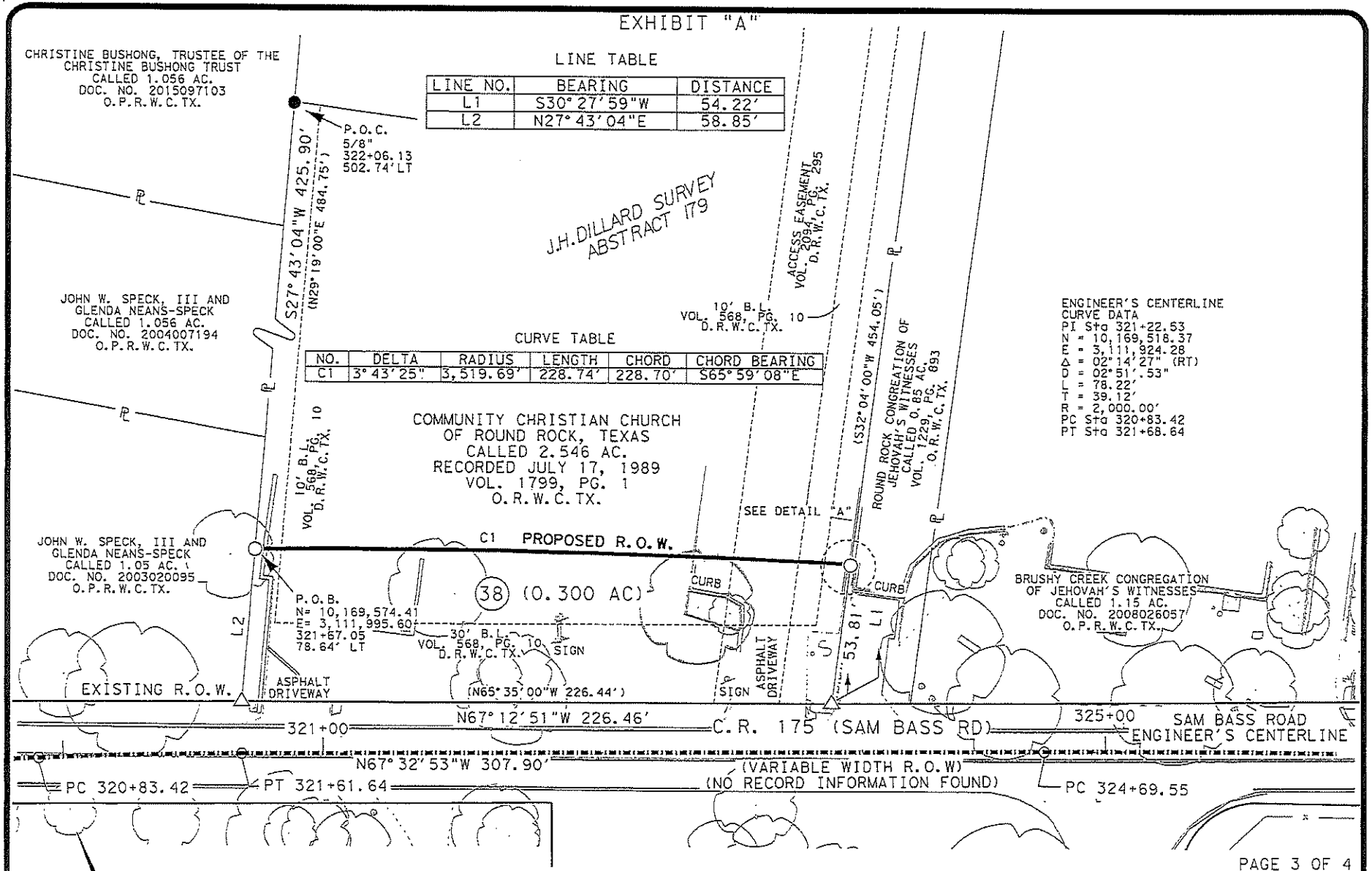
FILE:\\samino\aus\PROJECTS\1017038216\100\Survey\03Exhibits\38\PLAT\01\Parcel-38.dgn

EXISTING	2.546 AC.	ACQUIRE	0.300 AC.	REMAINING	2.246 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
COMMUNITY CHRISTIAN CHURCH
OF ROUND ROCK, TEXAS
PARCEL 38
0.300 AC. (13,083 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S30°27'59"W	54.22'
L2	N27°43'04"E	58.85'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	3°43'25"	3,519.69'	228.74'	228.70'	S65°59'08"E

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 44820

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\38\PLAT\01\Parcel-38.dgn

EXISTING	2.546 AC.	ACQUIRE	0.300 AC.	REMAINING	2.246 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
COMMUNITY CHRISTIAN CHURCH
OF ROUND ROCK, TEXAS
PARCEL 38
0.300 AC. (13,083 SQ. FT.)

Commissioners Court - Regular Session **54.**

Meeting Date: 12/08/2020

Relocation Claims

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 2 claims for payment of incidental expenses and increased interest in relation to the right of way acquisition on CR 176 (Parcel 5). Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Relocation Claim

Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 09:13 AM
Form Started By: Charlie Crossfield		Started On: 12/03/2020 08:38 AM
Final Approval Date: 12/03/2020		

Memo

Date:	November 20, 2020
Project:	County Road 176
To:	Don Childs, Sheets & Crossfield, P.C.
From:	Rhonda Young, R/W-RAC, R/W-NAC
Subject:	Parcel 5 – Mortgage Differential Payment Request

County: Williamson
Parcel No.: 5
Owner: Thomas D. Diaz and Melissa R. Sharpe-Diaz
Displacee: Thomas D. Diaz and Melissa R. Sharpe-Diaz

Please find the Request for Payment for Mortgage Differential. Enclosed are the following documents:

- ROW-R-117B – Buy-Down Computation of Increased Interest
- FHWA Mortgage Interest Calculation
- Previous Mortgage Pay-off Statement
- Replacement Site HUD Statement
- W-9 Form
- Certification of Eligibility

Additional Comments:

The Diaz' interest rate was initially 6.97%, however, the rate increased to 9.47% in 2019. For the sake of calculating the increased mortgage interest payment, the higher rate of 9.47% was used.

Should any additional information be needed to process this request, please contact me at 512-685-2971 or by email at Rhonda.young@hdrinc.com.

Form ROW-R-117B

BUYDOWN COMPUTATION OF INCREASED INTEREST

County: Williamson

ROW CSJ No.: N/A

Project No.: N/A

Parcel No.: 5

1. Name of Claimant(s): Thomas D. Diaz and Melissa R. Sharpe-Diaz

2. Replacement Property:
   a. Address: 401 CR 226, Florence, TX 76527

   b. Purchase Price: $199,950 / Mortgage $

3. Occupancy of State-Acquired Property: From 2013 To July 6, 2020

4. Controlling Dates:

	Month	Day	Year
a. First Offer in Negotiations	10	12	2017
b. Property Acquired by State	10	23	2018
c. Replacement Property Acquired	12	01	2018
d. Occupancy of Replacement Property	07	06	2020

5. Mortgagor:

   a. Existing: Name & City : Ditech Rapid City, SD

   b. New: Name & City : United Built Homes, LLC Shreveport, LA

6. Mortgage Data: See Attached FHWA Calculation

7. Payment of this claim in the amount shown above is requested. I certify that I have not submitted any other claims for any item of expense pursuant to this claim and that all information shown above is true and correct. The replacement dwelling I now occupy meets the standards for decent, safe and sanitary housing to the best of my knowledge and belief.

Thomas D. Diaz III
Claimant

Claimant

Date of Claim November 20, 2020

Items Below to be Computed by State

8. The dwelling at the address under Block 3 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

Inspection Date: July 6, 2020 Inspected By: Laurie Miller
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 shown herein is correct. This claim is recommended for payment as follows:

Amount of $992.63

Date: _____ By: _____
Williamson County Judge

Fixed Rate MIDP Calculator

MORTGAGE INTEREST DIFFERENTIAL PAYMENT (MIDP) - TRADITIONAL BUY DOWN METHOD

Reference: 49 CFR 24, Appendix A, Section 24.401(d)

SECTION A: Please Enter Parcel Information and Data into this Section (Yellow)

Project Name	Project: CR 176	
Project Number	Number: N/A	
Parcel Number	Number: 5	
Displacee Name	Name: Thomas D. Diaz and Melissa R. Sharpe-Diaz	
Calculated by	Name: Rhonda Young, R/W-RAC	
Date	November 20, 2020	
Existing (Old) Mortgage Balance	$64,774.55	Existing Mortgage
Existing Months Remaining*		Existing Mortgage
Existing Annual Interest Rate	9.000%	Existing Mortgage
Existing Monthly Payment	**$1,005.22**	Existing Documented Mortgage Payment for Principal and Interest only
New Mortgage Amount	$204,350.00	New Mortgage
New Mortgage Term in Months	360	New Mortgage
New Monthly Payment (Optional)		Not Needed for the MIDP
Lesser: Prevailing or New Interest Rate	9.470%	Lesser: Prevailing or Actual Interest Rate for New Mortgage
Points or Loan Origination Fees		New Mortgage

is a Required Entry

SECTION B: Calculated Mortgage Interest Differential Payment (MIDP)

MIDP, including Points: **$992.63**

SECTION C: Worksheet for Traditional Buy Down Method

Calculated Number of Months Remaining 88 Appendix A, 49 CFR 24.401(d)

Worksheet to Develop a Mortgage Balance that Sustains the Existing Monthly Payment, using the New Interest Rate

Calculate a revised mortgage balance to maintain the existing monthly payment of $1,005.22

for 88 months, at an annual interest rate of 9.470%

(Lesser of remaining or new term in months) (Lesser of prevailing or new interest rate)

The Revised Mortgage Balance Required is: $63,781.92

Worksheet Development of MIDP

The Existing Mortgage Balance Amount:		$64,774.55
Subtract the Revised Mortgage Balance Required, as calculated above:	-	$63,781.92
Calculated Increased Mortgage Interest Cost:	=	$992.63
Add Points of 0.000% on the Lesser of the Revised Mortgage Balance or New Mortgage Amount:	+	$0.00

Calculated MIDP (buy down including points): amount necessary to maintain existing monthly payment of $1,005.22 for 88 months @ 9.470% = **$992.63**

*Worksheet calculates the remaining term. If remaining term is less, for such as Balloon Payment, then the lesser term is used.

ditech.

7/11/2018

Ditech
PO Box 6172
Rapid City, SD 57709-6172
1-800-643-0202
Fax: 1-866-870-9919
ditech.com

THOMAS DIAZ III
MELISSA SHARPE DIAZ
656 COUNTY RD 176
GEORGETOWN, TX 78628

Re: Payoff Statement
Account Number 66072260

Dear Customer:

You have asked us to provide you a payoff for the above-referenced account.

Subject to the return (for insufficient funds available, closed account, etc.) of any checks we recently received from you but which are returned to us after the date of this letter unpaid by your financial institution, your payoff through 8/5/2018 will be $64,774.55.

The payoff amount includes:

Unpaid Balance/Finance Charges	$63,959.05
Insurance	$815.50

If your payoff is not received by 8/5/2018, your payoff through 9/5/2018 will be $65,243.69. This payoff amount includes:

Unpaid Balance/Finance Charges	$64,428.19
Insurance	$815.50

The original amount of the mortgage was $78,410.00 to be paid in 360 monthly payments of $630.90. The first payment date was 11/5/2003.

In the event that Ditech Financial LLC ("Ditech") advances any money for payment of taxes or insurance between the date of this letter and receipt of payoff funds, Ditech reserves the right to demand payment of these funds prior to releasing its lien on the property.

Ditech requires prepayment by certified funds or cashier's check mailed to:

REGULAR/USPS OVERIGHT MAIL:
DITECH
DEPT. CH 9052
PALATINE, IL 60055-9052

OTHER OVERNIGHT MAIL:
DITECH
ATTENTION: 9052 - PAYOFFS
5505 N. CUMBERLAND AVE. #307
CHICAGO, IL 60656

BANK WIRING INSTRUCTIONS

ABA/ROUTING: 026009593
ACCOUNT: 1257813511
ACCOUNT NAME: Ditech Financial LLC
BANK NAME: Bank of America
MEMO SECTION: The memo section (also referred to as Advice, Instructions to Beneficiary, or OBI) of the payoff wire must include the account name and 9-digit Ditech account number. If this information is not included or misplaced, the payoff cannot be applied and will be rejected. The result of rejection will require a new payoff quote and likely a larger amount due.
Ditech Financial LLC ("Ditech") reserves the right to demand additional funds to correct any error or omission in the above payoff figure that was calculated in good faith, whether the error or omission is mathematical, clerical, typographical, or for any transactions that occurred on or after the date of this payoff quote.

If you are currently in an active bankruptcy, the amounts reflected above are contractual and may not be the amounts owed pursuant to the bankruptcy plan.

Payoff funds must be remitted using a money order, cashier's check or other certified instrument unless a Title Company remits funds. Any refund (if applicable) will be mailed to the customer's address unless otherwise instructed.

If you currently have your monthly payment set up on automatic withdrawal, or have any pending payments setup, we advise you to contact Customer Service at the below phone number to cancel your activation/payments prior to payoff.

Sincerely,

Ditech

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	11/28/2018	Borrower	Thomas D Diaz, III and Melissa R Sharpe-Diaz 656 County Road 176 Georgetown, TX 78628	Loan Term	30 years
Closing Date	12/01/2018			Purpose	Construction
Disbursement Date	12/05/2018			Product	6 mo /0 Step Rate
Settlement Agent	United Built Homes, L.L.C.	Seller	United Built Homes, L.L.C. 8500 Line Avenue Shreveport, Louisiana 71106	Loan Type	☒ Conventional ☐ FHA ☐ VA ☐ _____
File #	3003970				
Property	401 CR 226 FLORENCE, TX 76527	Lender	United Built Homes, L.L.C.	Loan ID #	3003970
Sale Price	$199,950			MIC #	

Loan Terms		Can this amount increase after closing?	
Loan Amount	$204,350	NO	
Interest Rate	6.97%	YES	The interest rate will adjust 1 time in 2019 to 9.47%. This is the maximum interest rate for this loan.
Monthly Principal & Interest *See Projected Payments below for your Estimated Total Monthly Payment*	$1,355.43	YES	The monthly principal and interest will adjust 1 time in 2019 to $1,710.39. This is the maximum principal and interest payment for this loan.
		Does this loan have these features?	
Prepayment Penalty		NO	
Balloon Payment		NO	

Projected Payments				
Payment Calculation	Year 1		Years 2 - 30	
Principal & Interest	$1,355.43		$1,710.39	
Mortgage Insurance	+	0	+	0
Estimated Escrow *Amount can increase over time*	+	$417.00	+	$417.00
Estimated Total Monthly Payment	$1,772		$2,127	

		This estimate includes	In escrow?
Estimated Taxes, Insurance & Assessments *Amount can increase over time* *See page 4 for details*	$417 a month	☒ Property Taxes	YES
		☒ Homeowner's Insurance	YES
		☐ Other: *See Escrow Account on page 4 for details. You must pay for other property costs separately.*	

Costs at Closing		
Closing Costs	$4,400	Includes $4,400 in Loan Costs + $0 in Other Costs - $0 In Lender Credits. *See page 2 for details.*
Cash to Close	$110,000.00	Includes Closing Costs. *See Calculating Cash to Close on page 3 for details.*

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Closing Cost Details

Loan Costs			Borrower-Paid At Closing	Borrower-Paid Before Closing	Seller-Paid At Closing	Seller-Paid Before Closing	Paid By Others
A. Origination Charges				$4,400			
01	% of Loan Amount (Points)						
02	Land Payoff Service Fee (4% of land payoff amount)		$4,400				
03							
04							
05							
06							
07							
08							
B. Services Borrower Did Not Shop For							
01	Credit Report Fee	Credit Technologies, Inc.			$18		
02	Survey Fee	Bent Pines Surveying Inc.			$1,300		
03	Title Service	Loyd N Jones			$700		
04							
05							
06							
07							
08							
09							
10							
C. Services Borrower Did Shop For				$0			
01							
02							
03							
04							
05							
06							
07							
08							
D. TOTAL LOAN COSTS (Borrower-Paid)				$4,400			
Loan Costs Subtotals (A + B + C)			$4,400		$2,018		

Other Costs							
E. Taxes and Other Government Fees							
01	Recording Fees	Deed: $0	Mortgage: $95			$95	
02							
F. Prepaids				$0			
01	Homeowner's Insurance Premium (12 mo.) to First United Insurance Agency					$2,004	
02	Mortgage Insurance Premium (mo.)						
03	Prepaid Interest (per day from to)						
04	Property Taxes (mo.)						
05							
G. Initial Escrow Payment at Closing				$0			
01	Homeowner's Insurance	Per month for	mo.				
02	Mortgage Insurance	Per month for	mo.				
03	Property Taxes	Per month for	mo.				
04							
05							
06							
07							
08	Aggregate Adjustment						
H. Other				$0			
01							
02							
03							
04							
05							
06							
07							
08							
I. TOTAL OTHER COSTS (Borrower-Paid)				$0			
Other Costs Subtotals (E + F + G + H)				$0 $0			

J. TOTAL CLOSING COSTS (Borrower-Paid)		$4,400		
Closing Costs Subtotals (D + I)		$4,400 $0	$4,117	
Lender Credits			-$4,117	

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Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	$4,400.00	$4,400.00	NO
Closing Costs Paid Before Closing	-$0.00	-$0.00	NO
Closing Costs Financed (Paid from your Loan Amount)	-$4,400.00	-$4,400.00	NO
Down Payments/Funds from Borrower	$110,000.00	$110,000.00	NO
Deposit	$0.00	$0.00	NO
Funds for Borrower	$0.00	$0.00	NO
Seller Credits	$0.00	$0.00	NO
Adjustments and Other Credits	$0.00	$0.00	NO
Cash to Close		$110,000.00	

Summaries of Transactions

Use this table to see a summary of your transaction

BORROWER'S TRANSACTION

K. Due from Borrower at Closing			$314,350
01	Sale Price of Property		$199,950
02	Sale Price of Any Personal Property Included in Sale		
03	Closing Costs Paid at Closing (J)		$4,400
04	Land Payoff		$110,000
Adjustments			
05			
06			
07			
Adjustments for items Paid by Seller in Advance			
08	City/Town Taxes	to	
09	County Taxes	to	
10	Assessments	to	
11	HOA Dues	to	
12			
13			
14			
15			
L. Paid Already by or on Behalf of Borrower at Closing			$204,350
01	Deposit		
02	Loan Amount		$204,350
03	Existing Loan(s) Assumed or Taken Subject to		
04			
05	Seller Credit		
Other Credits			
06			
07			
Adjustments			
08			
09			
10			
11			
Adjustments for Items Unpaid by Seller			
12			
13			
14			
15			
16			
17			
CALCULATION			
Total Due from Borrower at Closing (K)			$314,350
Total Paid Already by or on Behalf of Borrower at Closing (L)			$204,350
Cash to Close ☒ From ☐ To Borrower			$110,000

SELLER'S TRANSACTION

M. Due to Seller at Closing			$199,950
01	Sale Price of Property		$199,950
02	Sale Price of Any Personal Property Included in Sale		
03			
04			
05			
06			
07			
08			
Adjustments for Items Paid by Seller in Advance			
09	City/Town Taxes	to	
10	County Taxes	to	
11	Assessments	to	
12	HOA Dues	to	
13			
14			
15			
16			
N. Due from Seller at Closing			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
Adjustments for Items Unpaid by Seller			
14			
15			
16			
17			
18			
19			
CALCULATION			
Total Due to Seller at Closing (M)			$199,950
Total Due from Seller at Closing (N)			$0
Cash ☐ From ☒ To Seller			$199,950

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Additional Information About This Loan

Loan Disclosures

Assumption
If you sell or transfer this property to another person, your lender
☒ will allow, under certain conditions, this person to assume this loan on the original terms.
☐ will not allow assumption of this loan on the original terms.

Demand Feature
Your loan
☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
☒ does not have a demand feature.

Late Payment
If your payment is more than 10 days late, your lender will charge a late fee of 5.00% of the monthly payment, or $5.00, whichever is less.

Negative Amortization (Increase in Loan Amount)
Under your loan terms, you
☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
☒ do not have a negative amortization feature.

Partial Payments
Your lender
☐ May accept payments that are less than the full amount due (partial payments) and apply them to your loan.
☒ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
☐ does not accept any partial payments.
If this loan is sold, your new lender may have a different policy.

Security Interest
You are granting a security interest in
401 CR 226, FLORENCE, TX 76527

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account
For now, your loan
☒ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	$2,502	Estimated total amount over year 1 For your escrowed property costs: Property Taxes Homeowner's Insurance
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 For your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	$0.00	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	$417.00	The amount included in your total monthly payment.

☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs Over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly In one or two large payments a year.
Escrow Waiver Fee		

In the future,
Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

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Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled	$613,610.64
Finance Charge. The dollar amount the loan will cost you.	$413,660.64
Amount Financed. The loan amount available after paying your upfront finance charge.	$204,350.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	9.58 %
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	200.27%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at **www.consumerfinance.gov/mortgage-closing**

Other Disclosures

Appraisal
If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details
See your note and security instrument for information about
- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure
If your lender forecloses on this property and the foreclosure does not cover the amount of the unpaid balance on this loan,
☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
☐ state law does not protect you from liability for the unpaid balance.

Refinance
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions
If you borrow more than this property is worth, the interest on the loan amount above the property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	United Built Homes, L.L.C.				United Built Homes, L.L.C.
Address	8500 Line Avenue Shreveport, Louisiana 71106				8500 Line Avenue Shreveport, Louisiana 71106
NMLS ID	39943				39943
ST License ID					
Contact	Chris Taylor				Chris Taylor
Contact NMLS ID	1229376				1229376
Contact ST License ID					
Email	chris.taylor@ubh.com				chris.taylor@ubh.com
Phone	(512) 252-1040				(512) 252-1040

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature Date

Co-Applicant Signature 11/29/18 Date

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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:_____

Memo

Date:	November 20, 2020
Project:	CR 176
To:	Don Childs, Sheets & Crossfield, P.C.
From:	Rhonda Young, R/W-RAC, R/W-NAC
Subject:	Parcel No. 5 Relocation Residential Incidental Claim Request

County: Williamson
Parcel No.: 5
Owner: Thomas D. Diaz and Melissa R. Sharpe-Diaz
Displacee: Thomas D. Diaz and Melissa R. Sharpe-Diaz

The above parcel is hereby submitted for payment of the incidental expense claim. The following documents are attached:

- ROW-R-118 Property Owner's Claim for Payment Incidental Expenses
- Settlement Statement
- Replacement Property Deed
- DS&S Inspection of Replacement Dwelling
- W-9
- ROW-R-CE - Certification of Eligibility Form

Additional Comments:

We approve and recommend that the attached submission in the amount of $4,400 be processed at your earliest convenience.

Should you require additional information or have questions, please contact Rhonda Young at 512-685-2971 or by email at Rhonda.young@hdrinc.com.

Texas Department of Transportation

Form ROW-R-118
(Rev. 07/11)

PROPERTY OWNER'S CLAIM FOR PAYMENT
INCIDENTAL EXPENSES OF PURCHASE OF REPLACEMENT DWELLING

1. Name of Claimant(s) Thomas D. Diaz & Melissa R. Sharpe-Diaz	Parcel No.: 5 ROW CSJ: N/A	County: Williamson Project No.: N/A		
2. Occupancy of State-Acquired Property: From (Date): 2013 To (Date): 7/6/2020	3. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	10	12	2017
4. Address of Replacement Property: 401 CR 226, Florence, TX 76527	b. Property Acquired by State	10	23	2018
	c. Replacement Property Acquired	12	01	2018
	d. Occupancy of Replacement Property	07	06	2020

5. Expenses (List below each item included in claim - attach receipts or closing documents to support each cost.)

Item	Amount
Closing Cost - see attached HUD Statment	**$4,400.00**
	$
	$
	$
	$
	Total **$4,400.00**

6. Payment of this claim in the amount shown in Block 5 above is requested. I certify these incidental expenses were necessary in the purchase of my replacement dwelling and that I have not and will not accept reimbursement or payment from any other source for these expenses. I further certify that all information shown above is true and correct, and that the replacement dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.

Thomas D. Diaz III
Claimant

10/20/2020
Date of Claim

Claimant

Spaces Below to be Completed by State

7. The dwelling at the address under Block 4 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

7/6/2020
Date of Inspection

Laurie Miller
Inspected By - 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 shown herein is correct. This claim is recommended for payment.

Date: _____ By: _____
Williamson County

R118

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	11/28/2018	Borrower	Thomas D Diaz, III and Melissa R Sharpe-Diaz 656 County Road 176 Georgetown, TX 78628	Loan Term	30 years
Closing Date	12/01/2018			Purpose	Construction
Disbursement Date	12/05/2018			Product	6 mo /0 Step Rate
Settlement Agent	United Built Homes, L.L.C.	Seller	United Built Homes, L.L.C. 8500 Line Avenue Shreveport, Louisiana 71106	Loan Type	☒ Conventional ☐ FHA ☐ VA ☐ _____
File #	3003970				
Property	401 CR 226 FLORENCE, TX 76527	Lender	United Built Homes, L.L.C.	Loan ID # MIC #	3003970
Sale Price	$199,950				

Loan Terms		Can this amount increase after closing?	
Loan Amount	$204,350	NO	
Interest Rate	6.97%	YES	The interest rate will adjust 1 time in 2019 to 9.47%. This is the maximum interest rate for this loan.
Monthly Principal & Interest *See Projected Payments below for your Estimated Total Monthly Payment*	$1,355.43	YES	The monthly principal and interest will adjust 1 time in 2019 to $1,710.39. This is the maximum principal and interest payment for this loan.
		Does this loan have these features?	
Prepayment Penalty		NO	
Balloon Payment		NO	

Projected Payments

Payment Calculation	Year 1	Years 2 - 30
Principal & Interest	$1,355.43	$1,710.39
Mortgage Insurance	+ 0	+ 0
Estimated Escrow *Amount can increase over time*	+ $417.00	+ $417.00
Estimated Total Monthly Payment	$1,772	$2,127

		This estimate includes	In escrow?
Estimated Taxes, Insurance & Assessments *Amount can increase over time* *See page 4 for details*	$417 a month	☒ Property Taxes	YES
		☒ Homeowner's Insurance	YES
		☐ Other:	
		See Escrow Account on page 4 for details. You must pay for other property costs separately.	

Costs at Closing

Closing Costs	**$4,400**	Includes $4,400 in Loan Costs + $0 in Other Costs - $0 In Lender Credits. *See page 2 for details.*
Cash to Close	**$110,000.00**	Includes Closing Costs. *See Calculating Cash to Close on page 3 for details.*

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Closing Cost Details

Loan Costs		Borrower-Paid At Closing	Borrower-Paid Before Closing	Seller-Paid At Closing	Seller-Paid Before Closing	Paid By Others
A. Origination Charges			$4,400			
01	% of Loan Amount (Points)					
02	Land Payoff Service Fee (4% of land payoff amount)		$4,400			
03						
04						
05						
06						
07						
08						
B. Services Borrower Did Not Shop For						
01	Credit Report Fee — Credit Technologies, Inc.			$18		
02	Survey Fee — Bent Pines Surveying Inc.			$1,300		
03	Title Service — Loyd N Jones			$700		
04						
05						
06						
07						
08						
09						
10						
C. Services Borrower Did Shop For			$0			
01						
02						
03						
04						
05						
06						
07						
08						
D. TOTAL LOAN COSTS (Borrower-Paid)			$4,400			
Loan Costs Subtotals (A + B + C)			$4,400		$2,018	

Other Costs						
E. Taxes and Other Government Fees						
01	Recording Fees — Deed: $0 — Mortgage: $95				$95	
02						
F. Prepaids			$0			
01	Homeowner's Insurance Premium (12 mo.) to First United Insurance Agency				$2,004	
02	Mortgage Insurance Premium (mo.)					
03	Prepaid Interest (per day from to)					
04	Property Taxes (mo.)					
05						
G. Initial Escrow Payment at Closing			$0			
01	Homeowner's Insurance — Per month for mo.					
02	Mortgage Insurance — Per month for mo.					
03	Property Taxes — Per month for mo.					
04						
05						
06						
07						
08	Aggregate Adjustment					
H. Other			$0			
01						
02						
03						
04						
05						
06						
07						
08						
I. TOTAL OTHER COSTS (Borrower-Paid)			$0			
Other Costs Subtotals (E + F + G + H)			$0	$0		

J. TOTAL CLOSING COSTS (Borrower-Paid)		$4,400		
Closing Costs Subtotals (D + I)	$4,400	$0	$4,117	
Lender Credits			-$4,117	

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Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	$4,400.00	$4,400.00	NO
Closing Costs Paid Before Closing	-$0.00	-$0.00	NO
Closing Costs Financed (Paid from your Loan Amount)	-$4,400.00	-$4,400.00	NO
Down Payments/Funds from Borrower	$110,000.00	$110,000.00	NO
Deposit	$0.00	$0.00	NO
Funds for Borrower	$0.00	$0.00	NO
Seller Credits	$0.00	$0.00	NO
Adjustments and Other Credits	$0.00	$0.00	NO
Cash to Close		$110,000.00	

Summaries of Transactions

Use this table to see a summary of your transaction

BORROWER'S TRANSACTION			
K. Due from Borrower at Closing			$314,350
01	Sale Price of Property		$199,950
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03	Closing Costs Paid at Closing (J)		$4,400
04	Land Payoff		$110,000
Adjustments			
05			
06			
07			
Adjustments for Items Paid by Seller in Advance			
08	City/Town Taxes	to	
09	County Taxes	to	
10	Assessments	to	
11	HOA Dues	to	
12			
13			
14			
15			
L. Paid Already by or on Behalf of Borrower at Closing			$204,350
01	Deposit		
02	Loan Amount		$204,350
03	Existing Loan(s) Assumed or Taken Subject to		
04			
05	Seller Credit		
Other Credits			
06			
07			
Adjustments			
08			
09			
10			
11			
Adjustments for Items Unpaid by Seller			
12			
13			
14			
15			
16			
17			
CALCULATION			
Total Due from Borrower at Closing (K)			$314,350
Total Paid Already by or on Behalf of Borrower at Closing (L)			$204,350
Cash to Close ☒ From ☐ To Borrower			$110,000

SELLER'S TRANSACTION			
M. Due to Seller at Closing			$199,950
01	Sale Price of Property		$199,950
02	Sale Price of Any Personal Property Included in Sale		
03			
04			
05			
06			
07			
08			
Adjustments for Items Paid by Seller in Advance			
09	City/Town Taxes	to	
10	County Taxes	to	
11	Assessments	to	
12	HOA Dues	to	
13			
14			
15			
16			
N. Due from Seller at Closing			
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
Adjustments for Items Unpaid by Seller			
14			
15			
16			
17			
18			
19			
CALCULATION			
Total Due to Seller at Closing (M)			$199,950
Total Due from Seller at Closing (N)			$0
Cash ☐ From ☒ To Seller			$199,950

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Additional Information About This Loan

Loan Disclosures

Assumption
If you sell or transfer this property to another person, your lender
☒ will allow, under certain conditions, this person to assume this loan on the original terms.
☐ will not allow assumption of this loan on the original terms.

Demand Feature
Your loan
☐ has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
☒ does not have a demand feature.

Late Payment
If your payment is more than 10 days late, your lender will charge a late fee of 5.00% of the monthly payment, or $5.00, whichever is less.

Negative Amortization (Increase in Loan Amount)
Under your loan terms, you
☐ are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
☐ may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
☒ do not have a negative amortization feature.

Partial Payments
Your lender
☐ May accept payments that are less than the full amount due (partial payments) and apply them to your loan.
☒ may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
☐ does not accept any partial payments.
If this loan is sold, your new lender may have a different policy.

Security Interest
You are granting a security interest in
401 CR 226, FLORENCE, TX 76527

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account
For now, your loan
☒ will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow		
Escrowed Property Costs over Year 1	$2,502	Estimated total amount over year 1 For your escrowed property costs: Property Taxes Homeowner's Insurance
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 For your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment	$0.00	A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment	$417.00	The amount included in your total monthly payment.

☐ will not have an escrow account because ☐ you declined it ☐ your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow		
Estimated Property Costs Over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly In one or two large payments a year.
Escrow Waiver Fee		

In the future,
Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

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Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled	$613,610.64
Finance Charge. The dollar amount the loan will cost you.	$413,660.64
Amount Financed. The loan amount available after paying your upfront finance charge.	$204,350.00
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	9.58 %
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	200.27%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at **www.consumerfinance.gov/mortgage-closing**

Other Disclosures

Appraisal
If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details
See your note and security instrument for information about
- what happens if you fail to make your payments,
- what is a default on the loan,
- situations in which your lender can require early repayment of the loan, and
- the rules for making payments before they are due.

Liability after Foreclosure
If your lender forecloses on this property and the foreclosure does not cover the amount of the unpaid balance on this loan,
☒ state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
☐ state law does not protect you from liability for the unpaid balance.

Refinance
Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions
If you borrow more than this property is worth, the interest on the loan amount above the property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	United Built Homes, L.L.C.				United Built Homes, L.L.C.
Address	8500 Line Avenue Shreveport, Louisiana 71106				8500 Line Avenue Shreveport, Louisiana 71106
NMLS ID	39943				39943
ST License ID					
Contact	Chris Taylor				Chris Taylor
Contact NMLS ID	1229376				1229376
Contact ST License ID					
Email	chris.taylor@ubh.com				chris.taylor@ubh.com
Phone	(512) 252-1040				(512) 252-1040

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Applicant Signature _____ Date _____

Co-Applicant Signature _____ Date 11/29/18

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Texas Department of Transportation
Form ROW-R-116
(Rev. 07/11)

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Thomas Diaz, III and Melissa S. Diaz	Parcel No.: 5	County: Williamson
	ROW CSJ: N/A	Project No.: N/A

Address:
401 CR 226, Florence, TX 76527
Apt No.: Site No.:

Number of Displaced Persons in Family: 6 Purchase Price or Monthly Rent: $204,350.00

Replacement Dwelling

House ☒ Duplex ☐ Apartment ☐ Sleeping Room ☐

Mobile Home: Width: Length:		Other:	
Floor Space: 2,100 sq. ft.	No. Rooms: 7	No. Bedrooms: 3	No. Baths: 2

Dwelling Inspection

Yes	No		Yes	No	
☒	☐	1. Meets all applicable building codes	☒	☐	6. Has Provisions for artificial lighting in each room
☒	☐	2. Has required potable water	☒	☐	7. Is structurally sound, in good repair and adequately maintained
☒	☐	3. Has required kitchen facilities	☒	☐	8. Has required safe means of egress
☒	☐	4. Has required heating system	☒	☐	9. Has required habitable floor space
☒	☐	5. Has required bathroom facilities			

Comments: The home is a new build on 11 acres of land

The dwelling at the address above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

7/6/2020
Date of Inspection

Laurie Miller
Inspected By - Signature

R116

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.

_____ Date:_____

Claimant

Commissioners Court - Regular Session **55.**

Meeting Date: 12/08/2020

First Amendment to ILA

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 First Amendment to Relocation of Forest North Utilities Interlocal Cooperation Agreement Between the City of Austin and Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amendment to ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 10:19 AM

Form Started By: Charlie Crossfield Started On: 12/03/2020 10:14 AM

Final Approval Date: 12/03/2020

FIRST AMENDMENT TO RELOCATION OF FOREST NORTH UTILITIES INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AUSTIN AND WILLIAMSON COUNTY

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (**"First Amendment"**) is made and entered into by and between the **City of Austin**, a Texas home-rule (**"City"**) and **Williamson County** ("the County").

RECITALS:

WHEREAS, on March 22, 2016, the City and the County executed an "Interlocal Agreement Regarding relocation of Forest North utilities ("Interlocal Agreement") that set forth agreed terms for the design and construction of certain utility relocations that were determined to be necessary to allow the County to improve the storm drainage in the Forest North neighborhood.

WHEREAS, the total costs in the design and construction of Water and Wastewater lines is **$1,061,753.90** higher than original Interlocal Agreement amount of **$1,096,195.15**

WHEREAS, the City and the County now desire to enter into this First Amendment to the Interlocal Agreement to reflect the City's reimbursement amount to the County for the Water and Wastewater Relocation project for a total reimbursement not to exceed **$2,265,846.50**, as detailed herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements and covenants set forth below, the City and the County, hereby amend the Interlocal Agreement as follows:

I.
AMENDMENTS TO THE WATER AND WASTEWATER RELOCATION PROJECT INTERLOCAL AGREEMENT

1.01. From and after the date of this First Amendment, all references in the Interlocal Agreement shall mean and refer to the Interlocal Agreement as amended by this First Amendment.

1.02 Section 6 (a) Financial Obligation is amended to read as follows:

6. Financial Obligations

(a) The City Agrees to pay the all costs for Utility Lines Improvements, including the cost of design and integration of the Utility Lines adjustments into the Project, construction, testing and the cost of any change orders made necessary by field changes to address unanticipated conditions under the terms and conditions on this agreement. The total amount for design and integration of PS&E services is $298,300.46 and the total

construction cost of $1,859,648.59 and a 5% contingency of $107,897.45 for a total not to exceed **$2,265,846.50**

II.
GENERAL CONDITIONS

2.01. Effect of This Amendment. The terms and conditions of the Water Line Relocation Project Agreement are incorporated by reference for all purposes. Except as specifically amended and modified by this First Amendment, the parties hereby agree that the terms and conditions of the Interlocal Agreement are in full force and effect as written.

2.02. Resolution of Conflicts. If there is any conflict or inconsistency between the provisions of this First Amendment and the Water Line Relocation Interlocal Agreement, the provisions of this First Amendment will control.

2.03. Defined Terms. All terms in this First Amendment that are defined in the Interlocal Agreement shall have the same meaning in this First Amendment as in the Interlocal Agreement. Other terms have the meanings commonly ascribed to them.

2.04. Duplicate Originals. This First Amendment may be executed in duplicate originals, each of equal dignity.

2.05. Effective Date. This First Amendment will be effective from and after the date of execution by the City and Williamson County,

IN WITNESS WHEREOF, the authorized representatives of the City and Williamson County, have executed this First Amendment, as of the date(s) indicated below.

(signatures on the following page)

CITY OF AUSTIN:

By: _____

Greg Meszaros
Director, Austin Water

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on this 20th day of October, 2020, by Greg Meszaros, Director of Austin Water of the City of Austin, a Texas home-rule municipality, on behalf of said municipality.

DEBORAH L. OCKLETREE
Notary Public, State of Texas
Comm. Expires 06-21-2021
Notary ID 5173787

_____
Notary Public, State of Texas

Approved as to form:

Clark Cornwell
Assistant City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____

William Gravell, Jr., County Judge

Date: _____

ATTEST:

_____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2020, by William Gravell, Jr., County Judge on behalf of Williamson County.

_____
Notary Public, State of Texas

Commissioners Court - Regular Session **56.**

Meeting Date: 12/08/2020

BCMUD Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement with the Brushy Creek Municipal Utility District regarding the Sam Bass Rd. project Parcel 51.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BCMUD Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/03/2020 10:47 AM

Form Started By: Charlie Crossfield Started On: 12/03/2020 10:39 AM

Final Approval Date: 12/03/2020

Brushy Creek
Municipal Utility District

November 12, 2020

Williamson County
c/o Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664

Re: Wilco—Sam Bass Road/Corridor H construction project/ Parcel 51

Dear Mr. Crossfield:

This Letter Agreement sets forth the terms and conditions of an agreement between Brushy Creek Municipal Utility District (the "*District*") and Williamson County (the "*County*") relating to the proposed engagement of a professional engineering firm by the County for the possible relocation of the District's water fountain and related appurtenances (the "*Water Fountain*") located at the corner of Great Oaks Drive and Sam Bass Road (the "*Fountain Project*").

By execution below, Williamson County agrees to the following matters relating to the Fountain Project:

1. The County will engage MRB Engineering ("*Engineer*") to conduct an evaluation of the Fountain Project at the sole cost and expense of the County.

2. The scope of the engineering study and services to be undertaken by the Engineer (the "*Engineering Services*") relating to the Fountain Project shall be mutually approved by the County and the District prior to engagement by the County of Engineer. Generally, however, it is anticipated that the Engineering Services will include the following: (i) the evaluation by Engineer of the feasibility of relocation of the District's water fountain and related improvements in accordance with the schematic attached hereto at Exhibit A, along with any issues related thereto; (ii) if the Engineer recommends that the improvements not be relocated to the area identified in Exhibit A, then undertake an evaluation for the relocation of the water fountain and related improvements to the location identified in Exhibit B; and (iii) upon mutual agreement by the County and District for the final relocation site, the preparation of plans and specifications for the Fountain Project.

3. If the District and the County cannot mutually agree upon a final location for relocation of the Water Fountain, then Engineer shall not prepare plans and specifications for such relocation, unless otherwise requested by County on its own determination and at its own expense.

4. The engineering services contract shall provide specify a lump sum compensation for each task as directed to proceed and as completed, and the required deliverables for payment.

5. The County shall pay all costs and expenses related to the Engineering Services, and the District shall have no responsibility to provide payment of any costs or expenses.

6. The District has not agreed to relocate the Water Fountain. This Letter Agreement is intended for the parties to gather more information regarding potential relocation of the Water Fountain.

If this Letter Agreement accurately reflects the terms of the agreement between the District and the County, please execute this Letter Agreement in the space set forth below, and return an executed copy at your earliest convenience.

Very truly yours,

Shean Dalton, General Manager

AGREED TO THIS _____ DAY OF NOVEMBER, 2020 BY AND ON BEHALF OF WILLIAMSON COUNTY:

By:_____

Name:_____

Title:_____

Commissioners Court - Regular Session **57.**

Meeting Date: 12/08/2020

Legislative Workshop

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hold workshop and discussion related to legislative matters during the 87th Texas Legislature.

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	11/24/2020 10:51 AM
Form Started By: Andrea Schiele		Started On: 11/24/2020 10:36 AM
Final Approval Date: 11/24/2020		

Meeting Date: 12/08/2020

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: O'Connor Signal Project
d) Discuss the acquisition of real property: CR 278
e) Discuss the acquisition of real property for County Facilities.
f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
g) Discuss the acquisition of real property for SH 29 @ DB Wood.
h) Discuss the acquisition of real property for CR 366.
i) Discuss the acquisition of real property for N. Mays.
j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
k) Discuss the acquisition of real property for CR 111.
l) Discuss the acquisition of real property for Corridor H
m) Discuss the acquisition of real property for future SH 29 corridor.
n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
o) Discuss the acquisition of right-of-way for Corridor C.
p) Discuss the acquisition of right-of-way for Corridor F.
q) Discuss the acquisition of right-of-way for Corridor D.
r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
s) Discuss the acquisition of right-of-way for Reagan extension.
t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.

b) Potential governmental uses for 8th Street downtown parking lot
c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
d) Discuss property usage at Longhorn Junction
e) Discuss sale of excess 183A right of way to abutting property owner.
f) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
g) Discuss Blue Springs Boulevard
h) 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	12/03/2020 08:49 AM

Form Started By: Charlie Crossfield Started On: 12/03/2020 08:47 AM

Final Approval Date: 12/03/2020

Commissioners Court - Regular Session **59.**

Meeting Date: 12/08/2020

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	12/03/2020 09:10 AM

Form Started By: Charlie Crossfield Started On: 12/03/2020 08:47 AM

Final Approval Date: 12/03/2020