NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
January 12, 2021
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 – 36)

4. Discuss, consider and take appropriate action on a line item transfer for Adult Probation.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0572-004717	CSCD/Coop Agreement	$150,166.46
TO	0100-0591-001100	Pretrial/FT Salaries	$103,538.55
TO	0100-0591-002010	Pretrial/FICA	$7,920.70
TO	0100-0591-002020	Pretrial/Retirement	$15,075,.21
TO	0100-0591-002030	Pretrial/Insurance	$23,632.00

5. Discuss, consider and take appropriate action on a line item transfer to create P547 (CR 118/100 Realignment) for the Road & Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-004100	Professional Services	$85,000
To	0200-0210-000777	Transfer to Capital Projects	$85,000

6. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 12/01/2020 through 12/31/2020.

7. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 12/01/2020 through 12/31/2020.

8. Discuss, consider and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Inter-departmental Transfer for the period of 12/01/2020 through 12/31/2020.

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

10. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Inter-departmental Transfer including two (2) Chevrolet Tahoes, pursuant to Tx. Local Gov’t Code 263.152.

11. Discuss, consider and take appropriate action on approving the Interlocal Agreement between Milam County and Williamson County for the sale of surplus equipment to include one (1) track loader, three (3) dump trucks, one (1) batwing shredder and one (1) belly dump trailer in accordance with Tx. Local Gov't Code 263.152.(a)(1).

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

13. Discuss, consider and take appropriate action on authorizing the extension of Electronic Payment Processing Services Contract 1708-179 with Certified Payments, renewal option period 3, for the same terms and conditions as the existing contract for term of January 16, 2021- January 15, 2022.

14. Discuss, consider, and take appropriate action on awarding RFP #T2147 EMS Billing Services to DM Medical Billing and authorizing the execution of the contract.

15. Discuss, consider, and take appropriate action to adopt a fee schedule for services provided by Williamson County EMS related to CPR classes, effective January 18, 2021.

16. Discuss, consider and take appropriate action on approving Specific Malpractice Insurance Coverage for Williamson County HazMat Team from Higginbotham Insurance for the annual premium of $2,571.00.

17. Discuss, consider and appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2022 HazMat Monitor Maintenance Project grant #4208901

18. Discuss, consider and appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2021 HazMat Portable High Pressure Mass Spectrometer Project grant #4209401.

19. Discuss, consider and take appropriate action on an agreement with the Central Texas Regional Mobility Authority Regarding (CTRMA) for off-duty contracting services with Constable deputies.

20. Discuss, consider and take appropriate action to establish an $800 change fund to supply four (4) cash drawers for new park operations at River Ranch County Park.

21. Discuss, consider and take appropriate action on approving an Interlocal Agreement (ILA) between Williamson County and the City of Liberty Hill related to water pressure improvements at River Ranch County Park. Approval of this ILA will authorize Williamson County to cost-share 50/50 with the City of Liberty Hill to ensure that adequate water pressure reaches all areas of the park. Maximum cost to Williamson County is $25,000. Funding source P315.

22. Discuss, consider and take appropriate action on approving a lease with Sharp Electronics Corps for two (2) copiers for Williamson County JP Pct #4, one (1) in the amount of $210.12 per month, the 2nd in the amount of $89.23 per month, pursuant to DIR Contract #DIR-CPO-4433.

23. Discuss, consider and take appropriate action on approval of extension for Services Agreement for Jail Pharmaceutical and Supplies (RFP 1708-185) until March 31, 2021, between Williamson County, Texas and MAO Pharmacy, Inc. D/B/A Westwood Pharmacy Clinical Services to support county jail operations and allow the county to go out for a new solicitation in this category of services; and exemption of these 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).

24. Discuss, consider and take appropriate action on approving the purchase between Williamson County and Presidio Networked Solutions Group, LLC in the amount of $72,928.54 per DIR Contract #DIR-TSO-4167 and authorizing signature of the quote.

25. Discuss, consider, and take appropriate action on awarding Overhead Door Preventative Maintenance and Emergency Services for a term of one (1) year to The Door Company, per the only responsive quote received, in the amount of $56,785.00, pursuant to Texas Local Gov't Code, Section 262.0225(d) & Section 262.0245 and authorizing execution of the agreement.

26. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road Seal Coat FY 21 Improvements under IFB #T2910.

27. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Schultz Ln and Meister Ln Milling, Sealing, Overlay and Striping under IFB #T2911.

28. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Gattis School Road and Red Bud Ln Milling, Sealing and Overlay under IFB #T2912.

29. Discuss, consider and take appropriate action on County Road 200 Improvements License Agreement with Capital Metropolitan Transportation Authority.

30. Discuss, consider and take appropriate action on approval of the MS4 Stormwater Annual Report.

31. Discuss, consider and take appropriate action to approve amendments to the Rules of Williamson County, Texas for On-Site Sewage Facilities and setting forth the amended rules in an Order Adopting First Amended Rules of Williamson County, Texas for On-Site Sewage Facilities.

32. Discuss, consider and take appropriate action on Contract Amendment No. 2 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant– Construction Management/Inspection Services.

33. Discuss, consider and take appropriate action on Contract Amendment No. 2 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

34. Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch NE subdivision – Precinct 4.

35. Discuss, consider and take appropriate action on ratifying and approving the revised preliminary plat for the Estates at Northgate subdivision – Precinct 2.

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

REGULAR AGENDA

37. 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.

38. Discuss, consider and take appropriate action on a First Amended and Restated Professional Services Agreement For Coronavirus Disease (COVID-19) Vaccination Services, 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.

39. Discuss, consider and take appropriate action on the County's response for employees directly affected by COVID-19, included, but not limited to, employee accruals, work schedules, and the FMLA process.

40. Discuss, consider and take appropriate action on a Vaccine Administration Agreement between Williamson County, Texas and Curative Medical Associates Inc.; 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.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	$5001.00

42. Discuss consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the use of EMS Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	$5001.00

43. Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and its employees in discovery, evidentiary, and related matters arising from Cause No. 20-1964-C395; Robert Chody v. Michael Gleason; In the 395th Judicial District Court of Williamson County*, Texas*; and exemption of these 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).

44. Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626, for a term commencing January 1, 2021 and ending January 9, 2023.

45. Discuss, consider and take appropriate action to accept a donation of a monthly RV space for twelve months beginning 02/01/2021 thru 01/31/2022, for Williamson County Sheriff's Office employees/families from Redbud Ranch RV Resort, majority partner Brian Birdwell.

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

47. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the CR 129 contract between Williamson County and Garver, LLC relating to the 2019 Road Bond Program. Project: P375. Fund Source: Road Bonds.

48. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the CR258 Extension contract between Williamson County and American Structurepoint, Inc. relating to the 2013 Road Bond Program. Project: P277. Fund Source: Road Bonds.

49. Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with PEC for utility relocations on the CR 200 Reconstruction Project, a Road Bond project in Commissioners Pct. 2. P: 285 Funding Source: Road Bond

50. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $27, 841.45 for Forest North Phase 3 (DeNucci Constructors), a Road Bond project in Commissioners Pct. 1. P: 225 Funding Source: Road Bond

51. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $2,215.00 for Forest North Phase 3 (DeNucci Constructors), a Road Bond project in Commissioner Pct. 1. P: 225 Funding Source: Road Bond

52. Discuss, consider, and take appropriate action regarding Change Order NO. 5 in the amount of $5,117.00 for Forest North Phase 3 (DeNucci Constructors), a Road Bond project in Commissioner Pct. 1. P: 225 Funding Source: Road Bond

53. Discuss, consider, and take appropriate action regarding Change Order No.1 in the amount of $0.00 regarding Southeast Loop Demolition Phase 1 (HCS, Inc. General Contractor), a Road Bond project in Commissioner Pct. 4. P: 463 Funding Source: Road Bond

54. Discuss, consider, and take appropriate action regarding a Small Construction Site Notice for Stormwater Discharges associated with Construction Activity under TPDES General Permit (TXR150000).

55. Discuss, consider and take appropriate action on a Claim for Housing Supplement and a Claim for Fixed Move on the SE Loop Project (Parcel 17). Funding Source: Road Bonds P463

56. Discuss, consider and take appropriate action on an Advance Funding Agreement Amendment #1 with TXDOT for development of frontage roads along SH 130 between Limmer Loop to Chris Kelly Blvd.

57. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (21.313 acres) required for the construction of SE Loop, and take appropriate action. (Hutto 117 Investors, LP, a Texas limited partnership)

58. Discuss, consider and take appropriate action on a real estate contract with Richard and Carol Schmickrath for right of way needed on the Corridor C Project (Parcel 9). Funding Source: Road Bonds P459

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)."

59. 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

60. 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
o) Project Link

61. 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) 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
k) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
l) 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.
m) Claim of Regina Wright.
n) 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.
o) 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.
p) 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.
q) 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.
r) 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.
s) 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.
t) 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.
u) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
v) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
w) Claim of the Estate of Okey Floyd Jones, Sr.
x) Claim, of Ramsey Mitchell.
y) Cause No. 20-1151-C395; Sarah Ackman v. Williamson County; In the 395th District Court of Williamson County Texas.

62. 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)

63. Discuss and take appropriate action concerning economic development.

64. Discuss and take appropriate action concerning real estate.

65. 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) 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
k) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
l) 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.
m) Claim of Regina Wright.
n) 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.
o) 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.
p) 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.
q) 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.
r) 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.
s) 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.
t) 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.
u) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
v) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
w) Claim of the Estate of Okey Floyd Jones, Sr.
x) Claim, of Ramsey Mitchell.
y) Cause No. 20-1151-C395; Sarah Ackman v. Williamson County; In the 395th District Court of Williamson County Texas.

66. 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.

67. 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 8th day of January 2021 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: 01/12/2021

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 Adult Probation.

Background

This transfer is a follow up to approval action taken on items #45 and #46 on the 12/22/2020 agenda to approve the transfer of four positions from the Adult Probation department to the Pretrial department. Action taken on 12/22/20 included a 2/1/2021 effective date with a respective transfer amount of $171,618.81. The effective date has since been pushed back a month to 3/1/21, necessitating a line item transfer of a lesser amount or $150,166.46.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0572-004717	CSCD/Coop Agreement	$150,166.46
TO	0100-0591-001100	Pretrial/FT Salaries	$103,538.55
TO	0100-0591-002010	Pretrial/FICA	$7,920.70
TO	0100-0591-002020	Pretrial/Retirement	$15,075,.21
TO	0100-0591-002030	Pretrial/Insurance	$23,632.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/22/2020 11:19 AM
Budget Office (Originator)	Ashlie Koenig	12/22/2020 01:46 PM
Form Started By: Ashlie Koenig		Started On: 12/22/2020 10:53 AM
Final Approval Date: 12/22/2020		

Commissioners Court - Regular Session **5.**

Meeting Date: 01/12/2021

Road & Bridge Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer to create P547 (CR 118/100 Realignment) for the Road & Bridge Division.

Background

This transfer is necessary to create P547, a realignment and bridge structure relocation at CR 118/100.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-004100	Professional Services	$85,000
To	0200-0210-000777	Transfer to Capital Projects	$85,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 09:35 AM
Budget Office	Ashlie Koenig	01/07/2021 09:47 AM
Form Started By: Tomika Lynce		Started On: 01/06/2021 01:22 PM
Final Approval Date: 01/07/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 01/12/2021

Assets for Auction - December 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 12/01/2020 through 12/31/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction - December 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 09:47 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 09:56 AM
Form Started By: Randy Barker		Started On: 12/22/2020 01:14 PM
Final Approval Date: 01/07/2021		

December 2020 **MONTHLY REPORT** **Court Date:** **1/12/2021**

Williamson County - Assets for Auction

Agenda #: **25790**

Item	Serial Number	Quantity	Dept.
Phone Coach 911 simulation kit		1	911 Communications
911 Cares training simulation kit		1	911 Communications
Motorola USB Jackbox for MIP 5000 DDN9493A	740CPJ0585	1	911 Communications
2016 Dell Precision T1700	H376482	1	911 Communications
2013 Dell Precision T1650	FFK1HX1	1	911 Communications
Dell PR01X	CN-OGH055-47985-76S-0756	1	911 Communications
Dell T308D A03 / 2166272900047	CN-OPW380-12961-94L-4055-A00	1	911 Communications
Dell Computer Monitor P2210t	6E42G10001CR9B700X6	1	911 Communications
Caplio 500SE Digital Camera		1	911 Communications
Logitech USB Headset		7	911 Communications
Icom IC-A6 Airband Radio	2128732	1	911 Communications
Icom IC-A3 Airband Radio	23346	1	911 Communications
Icom BC-119N Portable Radio Charger	157007	2	911 Communications
Premier Letter Folder, Martin Yale 6200	55101	1	911 Communications
Cube C7001	C7001	7	911 Communications
HID Omnikey 5321 V2	see list	6	911 Communications
Garmin GPS II Plus	40216879	1	911 Communications
Orion Interface Module		2	911 Communications
Orion LX Weather Micro Server	103503	1	911 Communications
Buddy USB Desktop Mic PTT	see list	3	911 Communications
Kinesis Joy Stick Button dual foot switch USB	60111EFJY2	1	911 Communications
Dell Latitude E6530 laptop - Wilco #12301	4YHTL02	1	Commissioner 4 - Admin
Panasonic Toughbook CF-31	4JTYA3990	1	Constable 1
Panasonic Toughbook CF-31	0JKSA28720	1	Constable 1
Panasonic Toughbook CF-31	01KYA22978	1	Constable 1
Panasonic Toughbook CF-31	0JKSA28733	1	Constable 1
Dell laptop w/bag & power	H92YKX1	1	Emergency Management
Dell laptop bag		1	Emergency Management
Desk calendar holder		1	Emergency Management
Panasonic VEBG11 tablet mount	FZ-VEBG11AU	1	Emergency Management
Plastic TV base w/misc plastic tray (1 each)		1	Emergency Management
CODE3 3672L4 light control system w/radio mics	NN0047162	1	Emergency Management
Extron AV switcher	A07LLPKE20635	1	Emergency Management
Extron MCP1000	A07YYmtE20651	1	Emergency Management
Tripod		1	Emergency Management
Metal racks & computer trays		9	Emergency Management
HP DesignJet T2300 Plotter	5221	1	Emergency Management
Mattress Pillowtip Twin Standard	Sleepy's	2	Emergency Medical Services
Box Spring Twin Standard		2	Emergency Medical Services
Dell Latitude E5510 Laptop w/docking station	BGKPWM1	1	Emergency Services
Dell Latitude E6540 w/docking station	73GLK12	1	Emergency Services
Mac Toos, 12 Volt jump starter car battery booster		1	Fleet Services
Cutting Torch, 9086	591035	1	Fleet Services
24" Monitor Dell		1	Fleet Services
Monitor stand Dell		1	Fleet Services
Mouse Dell 0X3KRC		1	Fleet Services
HON stacker chair, red plastic seat/back 18"		1	Fleet Services
Bin metal wire 10.5X10X5.5		1	Fleet Services
Dell Optiplex 7050	FG036K2	1	Health District-Cnty Purchased
Dell Latitude E7250 - Wilco #2861	BL42M72	1	Human Resources
Dell Optiplex 790 - #8223	152LMS1	1	Information Systems
Dell Monitor		1	Information Systems

Box of keyboards/mice/cables/accessories		1	Information Systems
Chair		1	Information Systems
Dell Latitude E5540 - 8209	DK7NK12	1	Information Systems
Panasonic CF-31	4DTYA02951	1	Information Systems
Panasonic CF-31	4GTYA19876	1	Information Systems
Metal Shelf Units (Black)		3	Juvenile Services
Desk Handicap Accessible (White)		2	Juvenile Services
Wood Grain Desk w/drawers (Tan)		1	Juvenile Services
"Boat Beds" Plastic Bue		4	Juvenile Services
Conference Table 12ft	Hon	1	Juvenile Services
Foosball Table		1	Juvenile Services
Rolling Chairs		43	Juvenile Services
Long Wood Table		1	Juvenile Services
Wood Bunk Bed (boxed)		1	Juvenile Services
Broken Chair		1	Juvenile Services
Rectangular Glass Cases		2	Juvenile Services
Table Legs (black metallic)		22	Juvenile Services
School Cafeteria Tables		7	Juvenile Services
Desk (Large)	Hon	2	Juvenile Services
Black Carts		3	Juvenile Services
Ring Binders (Large)		30	Juvenile Services
Folding Tables		3	Juvenile Services
Twin Bed Frame (broken)		1	Juvenile Services
Padded Chairs (armrests)		2	Juvenile Services
Rolling Chairs		1	Juvenile Services
Shop Vaccums		2	Juvenile Services
Area Rugs Large		2	Juvenile Services
Education Talbles (6ft)	Hon	4	Juvenile Services
School Cafeteria Tables		4	Juvenile Services
Metal Whie Basketball Goal		1	Juvenile Services
Dell Optiplex 7050 desktop	CXC3MN2	1	Parks
Tall pneumatic task chairs		2	Tax Assessor Collector

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 17-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Garmin GPS II Plus
1. Manufacturer ID #:	40216879
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/5/2021 3:20 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:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 05-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Buddy USB Desktop Mic PTT
1. Manufacturer ID #:	C3H7S2PXJ2 / N3E7L2PFJ2 / O3F7R2P6J2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Kinesis Joy Stick Button dual foot switch USB
2. Manufacturer ID #:	60111EFJY2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/6/2021 9:56 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:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 04-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Computer Monitor P2210t
1. Manufacturer ID #:	6E42G10001CR9B700X6
1. Condition of Assets:	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 12/8/2020 3:00 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:	1/5/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 17-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	HID OMNIKEY 5321 V2
1. Manufacturer ID #:	HT-1230-1156606-03498, HT-1118-1118198-01044, HT-1230-1156606-03608, HT-1230-1156606-03175, HT-1230-1156606-00367, HT-1230-1156606-03416
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/5/2021 3:20 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:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 05-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Orion Interface Module
1. Manufacturer ID #:	None
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Orion LX Weather Micro Server
2. Manufacturer ID #:	103503
2. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/6/2021 9:56 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:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 04-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell PR01X
1. Manufacturer ID #:	CN-OGH055-47985-76S-0756
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell T308D A03
2. Manufacturer ID #:	CN-OPW380-12961-94L-4055-A00 / 2166272900047
2. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 12/8/2020 2:58 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:	1/5/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 17-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Cube C7001
1. Manufacturer ID #:	C7001
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/5/2021 3:21 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:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 04-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2016 Dell Precision T1700
1. Manufacturer ID #:	H376482
1. Oracle Asset #:	ALREADY RETIRED
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	2013 Dell Precision T1650
2. Manufacturer ID #:	FFK1HX1
2. Oracle Asset #:	ALREADY RETIRED
2. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 12/8/2020 2:59 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:	1/5/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 21-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Premier Letter Folder, MARTIN YALE 6200
1. Manufacturer ID #:	55101
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
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 1/5/2021 3:21 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:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 17-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Icom IC-A6 Airband Radio
1. Manufacturer ID #:	2128732
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Icom IC-A3 Airband Radio
2. Manufacturer ID #:	23346
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	Icom BC-119N Portable Radio Charger
3. Manufacturer ID #:	0157007
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/5/2021 3:20 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:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 05-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	Logitech USB Headset
1. Manufacturer ID #:	none
1. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 1/6/2021 9:55 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:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 02-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Phone Coach 911 simulation kit
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	911 Cares training simulation kit
2. Manufacturer ID #:	N/A
2. 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 12/2/2020 4:17 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:	1/5/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 04-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola USB Jackbox for MIP 5000 DDN9493A
1. Manufacturer ID #:	740CPJ0585
1. Condition of Assets:	Working
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kelly Luna 12/8/2020 2:50 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:	1/5/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|michael.moody@wilco.org - 04-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Caplio 500SE Digital Camera
1. Manufacturer ID #:	Unknown
1. Condition of Assets:	Unknown
Transferring Department:	911 Communications
Transferring Department Contact Person:	Michael Moody
Transferring Department Contact Phone Number:	512-864-8234
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 12/11/2020 8:33 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:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 25-08-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6530 laptop - Wilco#12301
1. Manufacturer ID #:	4YHTL02
1. Oracle Asset #:	83224
1. Condition of Assets:	Unknown
Transferring Department:	Commissioner 4 - admin
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Michael Cooper 12/16/2020 2:41 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:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 19-06-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic Toughbook CF-31 #7210 Wilco#9138
1. Manufacturer ID #:	4JTYA3990
1. Oracle Asset #:	115294- ALREADY RETIRED
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Panasonic Toughbook CF-31 Wilco#9150
2. Manufacturer ID #:	0JKSA28720
2. Oracle Asset #:	55548- ALREADY RETIRED
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Panasonic Toughbook CF-31 #7209 Wilco#9151
3. Manufacturer ID #:	01KYA22978
3. Oracle Asset #:	55531- ALREADY RETIRED
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Panasonic Toughbook CF-31 #7215 Wilco#1964
4. Manufacturer ID #:	0JKSA28733
4. Oracle Asset #:	55549- ALREADY RETIRED
4. Condition of Assets:	Unknown
Transferring Department:	Constables 1
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Mike Pendley 12/17/2020 11:19 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:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 02-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	CODE3 3672L4 light control system w/radio mics
1. Manufacturer ID #:	NN0047162
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Extron AV switcher
2. Manufacturer ID #:	A07LLPKE20635
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Extron MCP1000
3. Manufacturer ID #:	A07YYmtE20651
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Tripod
4. Manufacturer ID #:	N/A
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	9
5. Description	Metal racks & computer trays
5. Manufacturer ID #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Shantelle Brannon 12/2/2020 2:34 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:	1/5/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kmcknight@wilco.org - 27-02-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP DesignJet T2300 Plotter
1. Manufacturer ID #:	5221
1. Condition of Assets:	Working
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Kyle McKnight
Transferring Department Contact Phone Number:	5128648266
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✓ Michael Shoe 2/27/2020 2:27 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✗
Receiving Department	Sheriff's Office
Receiving Department Contact Person:	Scott Mount
Receiving Department Contact Phone Number:	512-864-8220
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 02-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell laptop w/bag & power
1. Manufacturer ID #:	H92YKX1
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell laptop bag
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Desk calendar holder
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Panasonic VEBG11 tablet mount
4. Manufacturer ID #:	FZ-VEBG11AU
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Plastic TV base w/misc plastic tray (1 ea)
5. Manufacturer ID #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Emergency Management
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Shantelle Brannon 12/2/2020 2:33 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:	1/5/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 03-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	MATTRESS PILLOWTOP TWIN STANDARD
1. Manufacturer ID #:	SLEEPY'S
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	BOX SPRING TWIN STANDARD
2. 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 12/3/2020 1:04 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:	1/5/2021
Asset(s) delivered to warehouse on:	12/3/2020
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|damaris.morales@wilco.org - 02-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E5510 Laptop w/docking station
1. Manufacturer ID #:	BGKPWM1
1. Oracle Asset #:	55442
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6540 w/docking station
2. Manufacturer ID #:	73GLK12
2. Oracle Asset #:	116258
2. Condition of Assets:	Unknown
Transferring Department:	Emergency Services Dept.
Transferring Department Contact Person:	Damaris Morales
Transferring Department Contact Phone Number:	5128648248
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Chris Connealy 12/2/2020 1:10 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:	1/5/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 15-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HON STACKER CHAIR, RED PLASTIC SEAT AND BACK ,18IN
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	BIN,METAL WIRE,10.5X10X5.5
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Kevin Teller
Transferring Department Contact Phone Number:	512-943-3368
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kevin Teller 12/29/2020 7:55 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:	1/12/2021
Agenda Item:	25790
Asset(s) delivered to warehouse on:	12/29/2020
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 15-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MAC TOOL,12-VOLT ,JUMP STARTER, CAR BATTERY BOOSTER
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	CUTTING TORCH,9086
2. Manufacturer ID #:	591035
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	24in,MONITOR,DELL
3. Manufacturer ID #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	MONITOR.STAND,DELL
4. Manufacturer ID #:	N/A
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	MOUSE,DELL,0X3KRC
5. Manufacturer ID #	N/A
5. Condition of Assets	Unknown
Transferring Department:	Fleet Services
Transferring Department Contact Person:	Kevin Teller
Transferring Department Contact Phone Number:	512-943-3368
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kevin Teller 12/29/2020 7:54 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:	1/12/2021
Asset(s) delivered to warehouse on:	12/29/2020
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 04-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7050
1. Manufacturer ID #:	FG036K2
1. Oracle Asset #:	193780
1. Condition of Assets:	Unknown
Transferring Department:	Health District - County Purchased
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Michelle Broddrick 1/4/2021 10:53 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:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 04-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E7250 - Wilco#2861
1. Manufacturer ID #:	BL42M72
1. Oracle Asset #:	153334
1. Condition of Assets:	Unknown
Transferring Department:	Human Resources
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Rebecca Clemons 1/4/2021 10:17 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:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 04-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E5540 - 8209
1. Manufacturer ID #:	DK7NK12
1. Oracle Asset #:	116295
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Panasonic CF-31
2. Manufacturer ID #:	4DTYA02951
2. Oracle Asset #:	86272
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Panasonic CF-31
3. Manufacturer ID #:	4GTYA19876
3. Oracle Asset #:	93219
3. 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 1/4/2021 12:35 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:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 04-01-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 790 - #8223
1. Manufacturer ID #:	152LMS1
1. Oracle Asset #:	59120
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor
2. Manufacturer ID #:	n/a
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Box of keyboards/mice/cables/accessories
3. Manufacturer ID #:	n/a
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Chair
4. Manufacturer ID #:	n/a
4. 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 1/4/2021 11:27 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Auction

Asset Status Change

Asset Status Change

Court Date:	1/12/2021
Agenda Item:	25790

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 08-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Shop Vaccums
1. Manufacturer ID #:	Unkown
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Area Rugs Large
2. Manufacturer ID #:	Unknown
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	Education Tables (6ft)
3. Manufacturer ID #:	Hon
3. Condition of Assets:	Working
4. Quantity (Mandatory):	4
4. Description:	School Cafeteria Tables
4. Manufacturer ID #:	Unknown
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Metal White Basketball Goal
5. Manufacturer ID #	Unknown
5. Condition of Assets	Unknown
Transferring Department:	Juvenile Services
Transferring Department Contact Person:	Roberto Lopez
Transferring Department Contact Phone Number:	512-943-1960
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ John Pelczar 12/16/2020 3:35 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:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 08-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	30
1. Description:	Ring Binders (Large)
1. Manufacturer ID #:	unknown
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	3
2. Description:	Folding Tables
2. Manufacturer ID #:	unknown
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Twin Bed Frame (broken)
3. Manufacturer ID #:	Hon
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Padded Chairs (armrests)
4. Manufacturer ID #:	Unknown
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Rolling Chair
5. Manufacturer ID #	Unknown
5. Condition of Assets	Unknown
Transferring Department:	Juvenile Services
Transferring Department Contact Person:	Roberto Lopez
Transferring Department Contact Phone Number:	512-943-1960
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ John Pelczar 12/16/2020 3:35 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:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 08-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Rectangular Glass Cases
1. Manufacturer ID #:	Unknown
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	22
2. Description:	Table Legs (black metallic)
2. Manufacturer ID #:	Unknown
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	7
3. Description:	School Cafeteria Tables
3. Manufacturer ID #:	Unkown
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Desks (Large)
4. Manufacturer ID #:	Hon
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	3
5. Description	Black Carts
5. Manufacturer ID #	Unknown
5. Condition of Assets	Unknown
Transferring Department:	Juvenile Services
Transferring Department Contact Person:	Roberto Lopez
Transferring Department Contact Phone Number:	512-943-1960
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ John Pelczar 12/16/2020 3:36 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:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 08-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Foosball Table
1. Manufacturer ID #:	unkown
1. Oracle Asset #:	39957
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	43
2. Description:	Rolling Chairs
2. Manufacturer ID #:	Unknown
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Long Wood Table
3. Manufacturer ID #:	Unkown
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Wood Bunk Bed (boxed)
4. Manufacturer ID #:	Hon
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Broken Chair
5. Manufacturer ID #	Unknown
5. Condition of Assets	Unknown
Transferring Department:	Juvenile Services
Transferring Department Contact Person:	Roberto Lopez
Transferring Department Contact Phone Number:	512-943-1960
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ John Pelczar 12/16/2020 3:36 PM
Transferring Department - Elected Official/Department Head/Authorized Staff	✘

Asset Status Change

Asset Status Change

Signature.:	
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|robertolopez@wilco.org - 08-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Metal Shelf Units (Black)
1. Manufacturer ID #:	Unkown
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	Desk Handicap Accessible (White)
2. Manufacturer ID #:	Unknown
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Wood Grain Desk w/drawers (Tan)
3. Manufacturer ID #:	Hon
3. Condition of Assets:	Working
4. Quantity (Mandatory):	4
4. Description:	"Boat Beds" Plastic Bue
4. Manufacturer ID #:	Unknown
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Conference Table 12ft
5. Manufacturer ID #	Hon
5. Condition of Assets	Working
Transferring Department:	Juvenile Services
Transferring Department Contact Person:	Roberto Lopez
Transferring Department Contact Phone Number:	512-943-1960
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ John Pelczar 12/16/2020 3:35 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:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 08-09-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7050 desktop
1. Manufacturer ID #:	CXC3MN2
1. Oracle Asset #:	207791
1. Condition of Assets:	Unknown
Transferring Department:	Parks
Transferring Department Contact Person:	Julie Schultz
Transferring Department Contact Phone Number:	512-943-1450
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Benita Bonner 12/16/2020 4:38 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:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 17-12-2020
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Tall pneumatic task chairs
1. Manufacturer ID #:	n/a
1. Condition of Assets:	Working
Transferring Department:	Tax Assessor/Collector
Transferring Department Contact Person:	Susan Wilson
Transferring Department Contact Phone Number:	512-244-8676
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Matt Johnson 12/17/2020 8:51 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department	Auction
Receiving Department Contact Person:	Tony Hill
Receiving Department Contact Phone Number:	512-943-3314
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/12/2021

Asset Status Change

Commissioners Court - Regular Session **7.**

Meeting Date: 01/12/2021

Assets for Destruction - December 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 12/01/2020 through 12/31/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Destruction - December 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 10:13 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:25 AM
Form Started By: Randy Barker		Started On: 12/22/2020 01:15 PM
Final Approval Date: 01/07/2021		

December 2020 **MONTHLY REPORT** **Court Date:** **1/12/2021**

Williamson County - Assets for Destruction

Agenda #: **25791**

Item	Serial Number	Quantity	Dept.
DYMO Datemark Handheld Electronic Time/Date Stamp		2	Constable 2
HP Monitor		3	Extension Service
Old Wooden desk		1	Parks
Shelf		1	Parks
Chairs		7	Parks

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 15-12-2020
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	DYMO Datemark Handheld Electronic Time and Date Stamp
1. Manufacturer ID #:	None
1. Condition of Assets:	Non-Working
Transferring Department:	Constables 2
Transferring Department Contact Person:	James Thomas
Transferring Department Contact Phone Number:	512-260-4270
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ William Beechinor 12/15/2020 10:39 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sheryl.hays@wilco.org - 04-12-2020
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	HP Monitor
1. Condition of Assets:	Unknown
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 12/4/2020 11:34 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	1/5/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bbonner@wilco.org - 18-12-2020
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Old wooden desk
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Shelf
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	7
3. Description:	Chairs
3. Condition of Assets:	Non-Working
Transferring Department:	Parks
Transferring Department Contact Person:	Benita Bonner
Transferring Department Contact Phone Number:	bbonner@wilco.org
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Benita Bonner 12/18/2020 10:44 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	1/12/2021

Asset Status Change

Commissioners Court - Regular Session **8.**

Meeting Date: 01/12/2021

Assets for Transfer - December 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 Inter-departmental Transfer for the period of 12/01/2020 through 12/31/2020.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer - December 2020 Monthly Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 10:00 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:01 AM
Form Started By: Randy Barker		Started On: 12/22/2020 01:16 PM
Final Approval Date: 01/07/2021		

December 2020 **MONTHLY REPORT** **Court Date:** **1/12/2021**

Williamson County - Assets for Transfer

Agenda #: **25792**

Item	Serial Number	Quantity	FROM DEPT.	TO DEPT.
Body armor panels & vest, sarafiland	21038188, 21038189	1	Constable 2	Constable 3
HP Laser Jet 9040dn printer	JPFL767003	1	Tax A/C	Elections
APX 4000 Motorola Radio	426CTV4323	1	Wireless Comm.	Health District
APX 4000 Motorola Radio	426CTV4326	1	Wireless Comm.	Health District
APX 4000 Motorola Radio	426CTV4328	1	Wireless Comm.	Health District
APX 4000 Motorola Radio	426CTV4324	1	Wireless Comm.	Health District
Tan/Beige Leather office rolling chairs		2	JP 1	Purchasing

Asset Status Change

Title:	i:0#.f|membership|wbeechinor@wilco.org - 09-06-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Body Armor Panels & Vest, Safariland, Threat Level IIIA, Issued 2017
1. Manufacturer ID #:	Panel Serial Numbers 21038188 & 21038189
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	0
3. Quantity (Mandatory):	0
4. Quantity (Mandatory):	0
5. Quantity (Mandatory):	0
Transferring Department:	Constables 2
Transferring Department Contact Person:	James Thomas
Transferring Department Contact Phone Number:	5122604278
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ William Beechinor 6/9/2020 11:38 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✘
Receiving Department	Constables 3
Receiving Department Contact Person:	Kevin Stofle
Receiving Department Contact Phone Number:	512-943-1434
Receiving Department - Elected Official/Department Head/Authorized Staff:	Kevin Stofle
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Kevin Stofle 12/16/2020 4:49 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|geneva.salazar@wilco.org - 09-03-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Tan/Beige Leather office rolling chairs
1. 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 3/9/2020 1:50 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department	Purchasing
Receiving Department Contact Person:	Randy Barker
Receiving Department Contact Phone Number:	512-943-1555
Receiving Department - Elected Official/Department Head/Authorized Staff:	Randy Barker
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Randy Barker 12/16/2020 5:29 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jkocian@wilco.org - 27-08-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Laser Jet 9040dn printer
1. Manufacturer ID #:	JPFL767003
1. Oracle Asset #:	45769
1. Condition of Assets:	Working
Transferring Department:	Tax Assessor/Collector
Transferring Department Contact Person:	Judy Kocian
Transferring Department Contact Phone Number:	5129431954
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Matt Johnson 8/27/2020 3:46 PM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department	Elections
Receiving Department Contact Person:	Jerry Michalek
Receiving Department Contact Phone Number:	9431156
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Jenifer Favreau 12/16/2020 3:59 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/12/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|pswisher@wilco.org - 28-08-2020
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	APX 4000 Motorola Radio
1. Manufacturer ID #:	426CTV4323
1. Oracle Asset #:	214047
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	APX 4000 Motorola Radio
2. Manufacturer ID #:	426CTV4324
2. Oracle Asset #:	214048
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	APX 4000 Motorola Radio
3. Manufacturer ID #:	426CTV4326
3. Oracle Asset #:	214050
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	APX 4000 Motorola Radio
4. Manufacturer ID #:	426CTV4328
4. Condition of Assets:	Working
Transferring Department:	Wireless Communication
Transferring Department Contact Person:	Paul Swisher
Transferring Department Contact Phone Number:	(512) 943-3695
Transferring Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Thomas Piche 8/28/2020 10:54 AM
Transferring Department - Elected Official/Department Head/Authorized Staff Signature.:	✖
Receiving Department	Health District - County Purchased

Asset Status Change

Asset Status Change

Receiving Department Contact Person:	Nicole Evert
Receiving Department Contact Phone Number:	(512) 248-3258
Receiving Department - Elected Official/Department Head/Authorized Staff:	Michelle Broddrick
Receiving Department - Elected Official/Department Head/Authorized Staff Signature:	✔ Michelle Broddrick 12/10/2020 12:16 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/5/2021

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 01/12/2021

V/E Assets for Auction 1.12.21

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) Chevrolet Tahoe, 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 1.12.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 09:09 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 09:14 AM
Form Started By: Randy Barker		Started On: 12/22/2020 01:16 PM
Final Approval Date: 01/07/2021		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E01ER215776
Equipment/Door Number	SB1424
License Plate	1175662
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	122,234 mi.
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Roy Fikac 8/12/2019 1:19 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 11/3/2020 11:31 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	n/a
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 11/3/2020 11:37 AM
Auditor's Authorized Employee Digital Signature	✖
Purchasing Department Signature Acknowledgement	✔ Mary Watson 1/4/2021 8:48 AM

Commissioners Court - Regular Session **10.**

Meeting Date: 01/12/2021

V/E Assets for Transfer 1.12.21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Transfer 1.12.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 09:22 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 09:35 AM
Form Started By: Mary Watson		Started On: 12/23/2020 09:24 AM
Final Approval Date: 01/07/2021		

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLC2EC4FR253952
Equipment/Door Number	2B1507
License Plate	1194212
Year	2015
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	Transfer from auction to R&B COVID-19
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 12/16/2020 8:53 AM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Jeff Ivey 12/16/2020 4:06 PM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to R&B COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 12/16/2020 4:25 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 12/16/2020 5:01 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 12/17/2020 10:12 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 1/4/2021 9:15 AM

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	882 - Fleet Services
County VIN/Serial Number	1GNLCDEC0GR303615
Equipment/Door Number	SB1650
License Plate	1309598
Year	2016
Make	CHEVROLET
Model	TAHOE
Comments (mileage, mechanical issues, other info)	Transfer from auction to R&B COVID-19
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Kevin Teller 12/16/2020 8:52 AM
Receiving Department	210 - Unified Road Systems
Receiving Department Signature	✔ Jeff Ivey 12/16/2020 4:04 PM
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from auction to R&B COVID-19
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 12/16/2020 4:27 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 12/16/2020 4:59 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 1/4/2021 8:35 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 1/4/2021 8:54 AM

Commissioners Court - Regular Session **11.**

Meeting Date: 01/12/2021

ILA with Milam County for surplus equipment

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Interlocal Agreement between Milam County and Williamson County for the sale of surplus equipment to include one (1) track loader, three (3) dump trucks, one (1) batwing shredder and one (1) belly dump trailer in accordance with Tx. Local Gov't Code 263.152.(a)(1).

Background

Williamson County is willing to provide the following surplus equipment to Milam County at a fair rate not to exceed $108,545.17 (total).

- 2002 CATERPILLAR 953 TRACK LOADER
- 2000 FORD F750 DUMP TRUCK
- 2009 INTERNATIONAL 7400 SFA 6X4 12YD DUMP TRUCK
- 2009 INTERNATIONAL 7400 SFA 6X4 12 YD DUMP TRUCK
- 2013 JOHN DEERE CX15 BATWING SHREDDER
- 2004 CPS SBD-240 BELLY DUMP TRAILER

Sale condition of equipment is "AS IS" with no warranties of any kind. Fair Market Valuation (attached) was performed by Kevin Teller, Director of Fleet Services. All equipment had previously been approved by Commissioners Court for Auction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA with Milam County

Auction Comps for Surplus Equipment

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/06/2021 05:04 PM
County Judge Exec Asst.	Andrea Schiele	01/06/2021 05:42 PM
Form Started By: Randy Barker		Started On: 01/06/2021 04:47 PM
Final Approval Date: 01/06/2021		

INTERLOCAL COOPERATION AGREEMENT BETWEEN MILAM COUNTY, TEXAS AND WILLIAMSON COUNTY, TEXAS, FOR SALE OF SURPLUS VEHICLES

BK0095PG0320

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Milam County, Texas** (hereinafter "Milam"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph 3 below.

2. Sale of Surplus Equipment

The County agrees to sell six (6) used/surplus vehicles or equipment items as follows: 1) 2002 Caterpillar 953 Track Loader (CAT0953CK2ZN04491); 2) 2000 Ford F750 Dump Truck (3FDXF75H7YMA54839); 3) 2009 International 7400 SFA 6x4 12YD Dump Truck (1HTWHAARX9J184914); 4) 2009 International 7400 SFA 6x4 12 YD Dump Truck (1HTWHAAR39J184916); 5) 2013 John Deere Cx15 Batwing Shredder (1POCX15EPDP036103); and 6) 2004 CPS SBD-240 Belly Dump Trailer (5MC1116204P004837) (hereinafter "the vehicles") **AS IS** with no warranties of any kind to Milam for the sum of **$108,545.17** made payable to "Williamson County" and paid pursuant the Texas Prompt Payment Act:

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 Milam receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date Milam receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to 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.

It is understood and agreed that Milam shall be responsible for pick up and transportation costs to receive the vehicles and that payment must be made in advance or upon delivery. Titles and goods will not be released until payment has been confirmed. It is also understood that risk of loss passes to Milam upon pick up of the vehicles.

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, Milam will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Hon. Bill Gravell, Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626
Phone: (512) 943-1500

If to City of Milam:
Name: Hon. Steve Young, Milam County Judge
Address: 102 S. Fannin Ave.
Cameron, Texas 76520
Phone: (254) 697-7000

BK0095PG0321

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

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

5.4. The Parties mutually agree to act in good faith in the performance of this agreement.

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

5.6. This agreement may not be assigned.

AGREED AND APPROVED:

WILLIAMSON COUNTY

By: _____ **Date:**_____
County Judge

MILAM COUNTY

By: _____ **Date:** 12-28-23
County Judge

BK0095PG0322

	Price	Date Sold	Year	Make	Model	Hrs	Location	Comments
953C								
$	27,150.00	1/30/2019	2000	Cat	953C Track Loader	12,000	City of Littlefield	New Final Drive, Tensioner needs repair
$	25,200.00	7/28/2016	1999	Cat	953C Track Loader	4,900	City of Waco	
$	43,000.00	7/19/2016	1997	Cat	953C Track Loader	5,777	City of Denton	
$	31,783.33	**AVERAGE**	1999			7,559		
PS150B								
$	22,500.00	7/24/2019	2001	Cat	PS150B Pneumatic Rolle	3,473	Williamson County	
PS150C								
$	27,100.00	3/19/2019	2009	Cat	PS150C Pneumatic Rolle	1,050	Taylor County	
924G								
$	25,300.00	8/21/2020	2000	Cat	924G Wheel Loader	5,877	San Jacinto County	
$	33,100.00	7/9/2020	1999	Cat	924G Wheel Loader	6,780	City of Waco	Rough interior
$	52,100.00	2/28/2017	2008	Cat	924G Wheel Loader	10,444	City of McKinney	Cracked windshield
$	36,833.33	**AVERAGE**	2002			7,700		
544G								
$	29,800.00	8/24/2015	1996	John Deere	544G Wheel Loader	8,596	City of McKinney	N/A
$	30,100.00	8/3/2015	1994	John Deere	544G Wheel Loader	3,562	North Texas Tollway Authority	N/A
$	27,655.00	1/17/2012	1996	John Deere	544G Wheel Loader	6,946	City of Conroe	N/A
$	29,185.00	**AVERAGE**	1995			6,368		
Asphalt Dist								
$	12,200.00	5/40/2019	2000	International	4700 Asphalt Dist	52,420	Kaufman County	
$	21,800.00	1/24/2018	1998	Ford	F800 Asphalt Dist	89,534	Williamson County	A/C inop
$	57,600.00	11/4/2015	1997	Ford	F800 Asphalt Dist	18,312	City of Frisco	
$	30,533.33	**AVERAGE**	1998			53,422		
$	13,100.00	6/5/2020	1999	Sterling	L7501 Asphalt Dist	8,163	City of Grapevine	Not running, needs ECM
12 Yard Dump								
$	11,350.00	6/24/2020	2009	International	4300 Dump	86,119	City of Longview	Transmission slips
$	35,100.00	4/24/2019	2009	International	7400 Dump	241,455	Williamson County	
$	23,225.00	**AVERAGE**	2009			163,787		
$	7,750.00	9/21/2020	2009	International	7500 Dump	125,943	Collin County	Needs engine rebuild
8 Yard Dump								
$	11,657.00	10/16/2020	2001	Ford	F750 5/6 yd Dump	82,530	City of Grand Prairie	A/C inop
$	14,800.00	9/4/2020	2004	Ford	F750 Dump	49,135	City of Port Aransas	Needs clutch
$	8,850.00	9/4/2020	2004	Ford	F750 Dump	39,267	City of Port Aransas	Needs clutch
$	16,851.00	9/4/2020	2005	Ford	F750 19 yd Dump	71,406	City of Longview	
$	16,000.00	6/24/2020	2006	Ford	F750 XL Dump	84,898	City of Longview	
$	15,610.00	6/24/2020	2002	Ford	F750 XL Dump	62,012	City of Longview	
$	16,600.00	6/24/2020	2005	Ford	F750 XL Dump	63,438	City of Longview	
$	15,100.00	6/24/2020	2009	Ford	F750 XL Dump	65,536	City of Longview	Needs Hydraulic Pump
$	14,433.50	**AVERAGE**	2005			64,778		
CX15 Shredder								
$	3,350.00	6/5/2020	2007	John Deere	CX15 Batwing Shredder		McLennan County	
$	3,000.00	3/9/2020	2008	John Deere	CX15 Batwing Shredder		Stowell & Winnie	
$	6,850.00	7/24/2019	2008	John Deere	CX15 Batwing Shredder		Williamson County	Gearbox & Splitter box leaking, shields broker
$	6,850.00	7/24/2019	2013	John Deere	CX15 Batwing Shredder		Williamson County	Bag leaks, shields broken
$	6,150.00	7/25/2018	2008	John Deere	CX15 Batwing Shredder		Williamson County	
$	5,800.00	7/25/2018	2008	John Deere	CX15 Batwing Shredder		Williamson County	gearbox and splitter leaking
$	5,333.33	AVERAGE	2009					
$	1,850.00	6/5/2020	2007	John Deere	CX15 Batwing Shredder		McLennan County	Need wheels/tires
CPS Belly Dump								
$	7,175.00	3/17/2020	1997	CPS	Belly Dump		Hill Country	Frame Damage, Suspension damage, needs ti
$	13,800.00	7/26/2017	2001	CPS	Belly Dump		Williamson County	
$	11,100.00	6/15/2017	1998	CPS	Belly Dump		Yoakum County	Auto tarp motor inop
$	11,100.00	6/15/2017	1994	CPS	Belly Dump		Yoakum County	
$	9,550.00	6/15/2017	1994	CPS	Belly Dump		Yoakum County	
$	10,545.00	AVERAGE	1997					
Truck Tractor								
$	10,355.00	7/23/2015	2004	International	7600 6x4 Truck Tractor	301,835	Williamson County	Transmission jumps out 3rd gear, Oil sample c
$	23,500.00	8/15/2012	2004	International	7600 6x4 Truck Tractor	259,630	Williamson County	
$	23,501.00	8/15/2012	2004	International	7600 6x4 Truck Tractor	243,478	Williamson County	
$	19,118.67	AVERAGE				268,314		
$	7,710.00	3/20/2020	2007	International	Truck Tractor		City of Lubbock	No power

Commissioners Court - Regular Session **12.**

Meeting Date: 01/12/2021

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 title 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	01/07/2021 10:42 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:55 AM
Form Started By: Kayla Marek		Started On: 01/07/2021 10:04 AM
Final Approval Date: 01/07/2021		

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Mobile Outreach	Director of Outreach.1181.001100.	10870	$102,170.90	3.00%	$3,065.13	MERIT	22-Jan-21
Emergency Medical Services	EMS Comdr Logistics.0789.001100.	10531	$90,728.30	3.00%	$2,721.85	MERIT	22-Jan-21
Justice of the Peace 4	Court Clerk I.1018.001100.	14889	$37,344.20	3.00%	$1,120.32	MERIT	8-Jan-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0341	001100	3,065.13	
01	0100	0341	002010	234.48	
01	0100	0341	002020	446.28	
01	0100	0540	001100	2,721.85	
01	0100	0540	002010	208.22	
01	0100	0540	002020	396.30	
01	0100	8004	001130		5,786.98
01	0100	8004	002010		442.70
01	0100	8004	002020		842.58
01	0100	0454	001100	1,120.32	
01	0100	0454	001130		1,120.32

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
0576-Juv Svcs	1056	vacant	N/A	N/A	$38,509.32	$36,464.36	$2,044.96	N/A	Reallocation of position budget to facilitate external hire at base+15% as allowed by policy. Surplus salary moving to PCN 1053	1/8/2021
0576-Juv Svcs	1053	vacant	N/A	N/A	$33,502.69	$35,547.65	N/A	$2,044.96	Reallocation of position budget to facilitate external hire at base+15% as allowed by policy. Surplus salary from PCN 1056	1/8/2021
0475-County Attorney	0022	vacant	N/A	N/A	$45,595.01	$42,420.33	$3,174.68	N/A	Reallocation of position budget to facilitate external hire at base+15% as allowed by policy. Surplus salary moving to PCN 0961	1/22/2021
0475-County Attorney	0961	vacant	N/A	N/A	$34,169.51	$37,344.19	N/A	$3,174.68	Reallocation of position budget to facilitate external hire at base+15% as allowed by policy. Surplus salary from PCN 0022	1/22/2021
560 Sheriff's Office	1334	N/A	N/A	N/A	$64,997.34	$59,550.92	$5,446.42	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving to PCN 1285.	1/8/2021
560 Sheriff's Office	1285	N/A	N/A	N/A	$66,072.72	$71,519.14	N/A	$5,446.42	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving from PCN 1334.	1/8/2021
0560 Sheriff's Office	1373	N/A	N/A	N/A	$79,142.04	$71,519.14	$7,622.90	N/A	Corrective Action: Reallocation of postion budget to facilitate hire as allowed by policy. Surplus salary moving to PCN 1816.	1/1/2021

560 Sheriff's Office	1816	N/A	N/A	N/A	$71,519.14	$79,142.04	N/A	$7,622.90	Corrective Action: Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving from PCN 1373.	1/1/2021
560 Sheriff's Office	1351	N/A	N/A	N/A	$55,996.12	$46,332.12	$9,664.00	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving to PCN 1257.	1/8/2021
560 Sheriff's Office	1257	N/A	N/A	N/A	$64,997.49	$74,661.49	N/A	$9,664.00	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving from PCN 1351.	1/8/2021
560 Sheriff's Office	1340	N/A	N/A	N/A	$74,661.50	$59,170.37	$15,491.13		Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving to PCN 1365.	1/8/2021
560 Sheriff's Office	1365	N/A	N/A	N/A	$63,650.91	$79,142.04	N/A	$15,491.13	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving from PCN 1340	1/8/2021
509 Building Maintenance	0231	N/A	N/A	N/A	$57,364.88	$55,369.54	$1,995.34	N/A	Reallocation of position budget to facilitate external hire at base+15% as allowed by policy. Surplus salary moving to PCN 1725	1/8/2021
509 Building Maintenance	1725	vacant	N/A	N/A	$76,459.24	$78,454.58	N/A	$1,995.34	Reallocation of position budget to facilitate external hire at base+15% as allowed by policy. Surplus salary from PCN 0231	1/8/2021

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **13.**

Meeting Date: 01/12/2021

1708-179 renewal 3 for Electronic Payment Processing with Certified Payments

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 Electronic Payment Processing Services Contract 1708-179 with Certified Payments, renewal option period 3, for the same terms and conditions as the existing contract for term of January 16, 2021- January 15, 2022.

Background

This is the third renewal option period with Certified Payments. The department point of contact is Scott Heselmeyer, County Treasurer. There is no funding source for this contract. All merchant service fees are paid by the customers making the payments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Certified Payments Service Provider Agreement

1708-179 renewal 1

1708-179 renewal 2

1708-179 renewal 3

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 10:46 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:50 AM
Form Started By: Dianne West		Started On: 12/30/2020 02:52 PM
Final Approval Date: 01/07/2021		

CERTIFIED PAYMENTS

SERVICE PROVIDER AGREEMENT
CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Certified Payments, a division of Accelerated Card Company, LLC, with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Williamson County, Texas 901 S. Austin Ave. Georgetown, TX 78626 ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card and pin-less debit card ("Agency Payments").

WHEREAS, Certified is a third party service provider that performs such Credit Card and pin-less debit card payment services ("Services").

WHEREAS, Agency desires to contract with Certified to provide such Services and Certified desires to provide the Services to Agency subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the Bureau Credit Card Account Setup Form, Bureau Banking Information, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Brands" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Convenience Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

2. CERTIFIED'S OBLIGATIONS. Certified shall provide the Services as follows:

A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card and pin-less debit card. These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Certified from time to time.

B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa and Discover. American Express may be collected and processed at the discretion of the Agency and Certified.

D. Certified may charge each Customer a Convenience Fee for each Agency Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Convenience Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Convenience Fee for each payment. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Convenience Fees collected by it hereunder.

E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith must be mutually agreed upon by Certified and Agency.

F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card.

G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands.

K. Prior to initiating any refunds to a Customer's Credit Card, Certified will attempt to obtain permission, either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card that was initially charged and, in Certified's sole discretion, may refund the corresponding Convenience Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

L. Under the rules of the Card Brands, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however,

Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process.

M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a Credit Card refund or Credit Card Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

N. In order to provide the Services under this Agreement, Certified will provide, at Certified's sole expense, all necessary services in order to successfully interface with all Agency software, as follows: Oracle, Odyssey, Class, Orion, Quick Books, Pet Point and Edoc Technology.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at www.CertifiedPayments.net/tc, as they may be revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation any agreements required by Visa, MasterCard, Discover, American Express or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover and American Express, including the American Express Addendum attached hereto as Exhibit B. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, including without limitation with respect to the use of specific Card logos and marks.

B. [intentionally left blank].

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Brands, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Agency agrees to promote the Services to its Customers. Promotions shall include publishing the Agency's Bureau Code, relevant IVR telephone number and URL of the Agency's website or Certified's website on all applicable tax instruction booklets, tax preparer communications, taxpayer information publications, citations, notices, utility bills and any related marketing material. Agency will obtain Certified's consent prior to publishing any materials that reference the Service and/or Certified.

E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

4. **AGENCY'S RIGHT TO AUDIT**. Certified agrees that Agency or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Certified, which are directly pertinent to, the services to be performed or goods to be delivered hereunder to or on behalf of Agency for the purposes of making audits, examinations, excerpts and transcriptions. Certified agrees that Agency 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. Agency shall give Certified reasonable advance notice of intended audits.

5. **INDEMNITY**. To the fullest extent permitted by law, Certified shall indemnify, defend, and hold harmless Agency, and Agency'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 Services described herein. To the extent caused by the negligence, acts, errors, or omissions of Certified 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 caused in whole or in part by a party indemnified hereunder.

6. ADDITIONAL MATTERS

A. Confidentiality. Neither party will disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding either party's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: Williamson County

c/o Dan A. Gattis, County Judge,

710 Main Street,
Suite 101
Georgetown, TX 78626

CERTIFIED PAYMENTS: Certified Payments, a division of Accelerated Card Company, LLC
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
notices@certifiedpayments.net

H. Term of Arrangement/Contract Extension. The initial term of this Agreement will be for a period of twelve (12) months, beginning on the date of the last party's execution of this Agreement and ending twelve (12) months thereafter. By mutual agreement of both parties, this Agreement may be extended in twelve (12) month increments, for up to an additional thirty-six (36) months, with the terms and conditions remaining the same.

I. Termination. Certified's performance of this Agreement is subject to the rules and regulations of the Card Brands, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate shall be immediate upon such event.

J. Agency's Right to Terminate. Agency may terminate this Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Certified. In the event Agency exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Certified for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Agency's termination for convenience.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; however, the rights and obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes fully responsibility for such obligations. This Agreement shall be binding upon and inure to the benefit of parties hereto and their permitted successors and assigns.

L. Entire Agreement; Modifications. This Agreement, together with the specifications of Williamson County RFP #1708-179, the exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the specifications of Williams County RFP #1708-179, the exhibits and schedules attached hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

N. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, 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.

O. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available in law or in equity to Agency, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Agency does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. Texas Public Information Act. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Agency, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Agency as to whether or not the same are available to the public. It is further, understood that Agency's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Agency, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or, persons, of any items or data furnished to Agency by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

R. Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Agreement, and execution by either party of such agreements shall not constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on November 6, 2017.

AGENCY'S ACCEPTANCE:
COUNTY NAME

By: _____
Agency Signature

_____
Printed Name and Title

_____
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

EXHIBIT A
SCHEDULE OF CONVENIENCE FEES
Confidential

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

A. 2.15 % or a minimum of $ 0.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit Card.

B. 2.15 % or a minimum of $ 0.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit Card.

The fees charged are subject to change by Certified as its costs increase. In the event of any fee change with which Agency does not agree, Agency may, in its sole discretion, immediately terminate this agreement.

AGENCY'S ACCEPTANCE:
COUNTY NAME Williamson County, Texas

By: _____
Agency Signature

DAN A GATTIS County Judge
Printed Name and Title

01-10-2018
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

EXHIBIT B
AMERICAN EXPRESS ADDENDUM

This instrument (the "Addendum") effective November 6, 2017, amends and supplements the Williamson County, Texas Agreement (as defined below) and the Certified Payments Agreement (as defined below), including any and all exhibits, amendments, addenda, appendices and supplements thereto respecting the acceptance of the American Express® Card. For the purpose of this Addendum, "Certified Payments" means Accelerated Card Company, LLC d/b/a Certified Payments, a Delaware limited liability company, located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102.

The term "Williamson County, Texas Agreement" shall mean the Agreement for American Express Card Services dated November 6, 2017 and any Amendment and/or Addendum to such Agreement whereby American Express and Williamson County, Texas have made available Card Acceptance for Government offices, agencies, and educational institutions and entities; and, such Williamson County, Texas agencies have initiated American Express Card acceptance. The term "Certified Payments Agreement" shall mean the agreement dated October, 2003 whereby American Express and Certified Payments, as the successor in interest to Cardtranz, Inc., have initiated American Express Card acceptance on behalf of various state and local governments. All other terms in this Addendum shall have the same meanings as they have in the Williamson County, Texas Agreement and/or the Certified Payments Agreement as such Agreements pertain to the parties of those Agreements.

Certified Payments hereby agrees to accept the Card on behalf of Williamson County, Texas (as permitted by Williamson County, Texas). The parties further agree that the Williamson County, Texas Agreement and the Certified Payments Agreement shall be deemed amended so that the Discount associated with such Charges on behalf of Williamson County, Texas County to Certified Payments shall be paid to American Express by Certified Payments. Payments for charges submitted on behalf of Williamson County, Texas shall be paid directly to Williamson County, Texas.

The parties also agree to the following:

Disputed Transactions and Chargebacks:

American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Certified Payments and not to Williamson County, Texas. Certified Payments will retrieve all requested information relating to the Disputed Charge and provide such to American Express. If a Cardmember contests the Convenience Fee relating to a Charge, the payment of that Charge to Williamson County, Texas also will be treated as contested. If the Disputed Charge results in a reversal of the Charge ("Chargeback"), both the Williamson County, Texas payment of that Charge and the Convenience Fee will be charged back by American Express. Williamson County, Texas payments will be charged back to Williamson County, Texas; Convenience Fees will be charged back to Certified Payments. In no case shall a Convenience Fee be charged back to Certified Payments without the related Charge also being charged back to Williamson County, Texas.

Certified Payments will provide reports to Williamson County, Texas of any Chargebacks either prior to or on the day the Chargeback is posted to Williamson County, Texas 's bank account. American Express will deduct any Chargebacks from amounts owed to Williamson County, Texas for Charges.

Reporting:

Certified Payments will provide reports to Williamson County, Texas that include all transactions, including Chargebacks and adjustments in a format agreeable to Williamson County, Texas.

Refunds:

Refunds will be processed through Williamson County, Texas agency's standard refund processes. The specific refund policy for each Williamson County, Texas agency will be posted on Williamson County, Texas agency's web site. American Express will accept proof of the refund via Williamson County, Texas agency's posted refund process in the event of a Dispute, and not allow the Chargeback.

Limitation of Liability:

In no event will Certified Payments or American Express be responsible hereunder for damages to Williamson County, Texas arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the Agreement. Except as specifically indicated above, all terms and conditions of the Williamson County, Texas Agreement and the Certified Payments Agreement shall remain in full force and effect.

Authority to Sign:

Each party represents that the individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By: _____

Date: 1/3/18

COUNTY NAME: Williamson County, Texas

By: _____

Date: 01-10-2018

ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____

Date: 1/3/18

CERTIFIED PAYMENTS

ACH PROCESSING SERVICES AGREEMENT

ECheck Processing

This ACH Processing Services Agreement ("Agreement") is made and entered into by and between Accelerated Card Company, LLC. DBA Certified Payments, a Texas Corporation, with offices located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Williamson County, Texas 710 Main Street, Suite 101, Georgetown, Texas ("Agency").

RECITALS

WHEREAS, Agency desires to accept payments from its customers ("Customers") by electronic ACH ("ACH Entries") through a third party ACH Service Provider;

WHEREAS, Certified provides third party ACH Processing Services ("Services") pursuant to ACH Origination Service Agreements with Originating Depository Financial Institutions ("ODFI"), agreements with ACH Originators ("Originators") and other agreements with other parties that are a part of the ACH process (collectively "Participants").

WHEREAS, Agency desires to contract with Certified to provide such Services and Certified desires to contract with Agency to provide such Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Agency and Certified agree as follows:

1. DEFINITIONS. As used herein, the following terms have the meanings set forth below:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions.

"ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Certified.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Certified and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for Certified's access to settle financial payment transactions under this agreement.

"Agency Bank Account" is the Bank account Agency has established with Agency Bank for settlement of ACH credit and debit entries provided under the terms of this agreement, and identified as Exhibit B attached hereto. The Bank account will also be used for credits and debits incurred in connection with any reversed or returned electronic ACH entries.

"Convenience Fee" means the fee charged by Certified to Agency's customers for the convenience of using the ACH Processing Services in making the Agency's payment.

"Customer" means Agency's customer who submits a payment through Certified for processing through the ACH Network.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases, the ODFI may also be the originator.

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Certified to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Certified as the account to be used for, and in conjunction with Certified's automated clearing house transactions.

2. CERTIFIED'S OBLIGATIONS.

A. Certified will process Agency Payments from Agency's Customers through web initiated ACH entries and when available, through telephone initiated transactions.

B. In consideration of Certified's provision of services hereunder, Certified may charge Agency's Customers a Convenience Fee for each Agency payment processed. The Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Fees that Certified may charge Agency's Customers.

C. Certified will originate and transmit two single-entry transactions, the Agency Payment and the corresponding Convenience Fee payment ("ACH Entries") to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Certified and ODFI.

D. Certified will obtain express authorization from the Customer prior to initiating a debit to the Customer's account. Customer's express authorization allows Certified to instruct ODFI to initiate an electronic debit entry for Certified against Customer. It also permits Certified to reinitiate an Entry where the original Entry is returned and to assess a collection fee against Customer.

E. The express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and the convenience fee

payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Certified will store a copy of the authorization and produce a copy upon request.

F. Certified will provide each Customer with electronic confirmation of the Agency Payment and corresponding convenience fee.

G. Certified will transmit ACH Entries by batch to the ODFI according to a pre-determined schedule agreed upon by Certified and the ODFI.

H. Certified will generally transmit settlement to Agency's bank within 48 to 72 hours of the receipt of the ACH Entry. Certified will transmit a Net Total deposit to Agency's Bank account. Agency hereby authorizes Certified to initiate debit and credit entries to Agency's Bank Account. Certified shall retain all Convenience fees and any collection fees collected by it hereunder.

I. Agency will immediately reimburse Certified in connection with any reversed or rejected electronic entries or for any shortfalls or amounts Certified is unable to collect from Agency's customers.

J. Certified will provide Agency with ACH payment data and reports summarizing the use of the Services by Customers for a given reporting period. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.

K. Certified will retain all logs and data for such period of time as required by applicable law and the rules and regulations of NACHA and Certified's ODFI.

L. In order to provide the Services under this Agreement, Certified will provide, at Certified sole expense, all necessary services in order to successfully interface with all Agency software, as follows: Oracle, Odyssey, Class, Orion, Quick Books, Pet Point, and Edoc Technology.

3. AGENCY'S OBLIGATIONS.

A. In addition to this Agreement, Agency agrees to enter into and any and all applicable agreements that are required to perform the services hereunder.

B. [Intentionally left blank].

C. In order to provide the Services hereunder, Certified is required to enter into agreements that include but are not limited to Third Party Processing Agreements with an ODFI as such term is defined and used under the rules promulgated by the National Automated Clearing House Association as modified from time to time.

D. Agency acknowledges and agrees that Certified will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Certified and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Certified. Agency is not a third party beneficiary of any Third Party Processor Agreement between Certified and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Certified for the performance of the processing services specified herein.

E. Certified is required to fully adhere to the procedures and rules of NACHA and the ACH Origination Service Agreement; accordingly, Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with any such request by Certified will be grounds for immediate termination of this Agreement.

4. AGENCY'S RIGHT TO AUDIT. Certified agrees that Agency or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Certified, which are directly pertinent to, the services to be performed or goods to be delivered hereunder to or on behalf of Agency for the purposes of making audits, examinations, excerpts and transcriptions. Certified agrees that Agency 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. Agency shall give Certified reasonable advance notice of intended audits.

5. INDEMNITY. To the fullest extent permitted by law, Certified shall indemnify, defend, and hold harmless Agency, and Agency'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 Services described herein. To the extent caused by the negligence, acts, errors, or omissions of Certified 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 caused in whole or in part by a party indemnified hereunder.

6. ADDITIONAL MATTERS

A. Confidentiality. Neither party will disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding either party's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. [intentionally left blank].

G. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: Williamson

County c/o Dan
A. Gattis,
County Judge
710 Main Street,
Suite 101
Georgetown, TX 78626

CERTIFIED PAYMENTS: Certified Payments, Inc.
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
applications@certifiedpayments.net

H. Term of Arrangement/Contract Extension. The initial term of this Agreement will be for a period of twelve (12) months, beginning on the date of the last party's execution of this Agreement and ending twelve (12) months thereafter. By mutual agreement of both parties, this Agreement may be extended in twelve (12) month increments, for up to an additional thirty-six (36) months, with the terms and conditions remaining the same.

I. Termination. Certified's performance of this Agreement is subject to the Automated Clearing House Origination Service Agreement, the Third Party Processor Agreement, the rules and regulations of NACHA, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from Certified's ODFI Bank to terminate shall be immediate upon such event.

J. Agency's Right to Terminate. Agency may terminate this Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Certified. In the event Agency exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Certified for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Agency's termination for convenience.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations. This Agreement shall be binding upon and inure to the benefit of parties hereto and their permitted successors and assigns.

L. Entire Agreement; Modifications. This Agreement, together with specifications of RFP #1708-179, the Third Party Processor Agreement and exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including specifications of RFP #1708-179 and the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

N. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, 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.

O. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available in law or in equity to Agency, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Agency does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. Texas Public Information Act. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Agency, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Agency as to whether or not the same are available to the public. It is further, understood that Agency's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Agency, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or, persons, of any items or data furnished to Agency by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

R. Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Agreement, and execution by either party of such agreements shall not constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on _____, _____.

AGENCY'S ACCEPTANCE:
COUNTY NAME Williamson County, Texas

By: _____
Agency Signature

DAN A GATTIS COUNTY JUDGE
Printed Name and Title

06-10-2019
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Ashely Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

EXHIBIT A
SCHEDULE OF FEES
Confidential

This Exhibit A to the ACH Processing Services Agreement between Certified and Agency provides as follows:

1. Schedule of Convenience Fees.

Certified and Agency agree to the following provisions:

$___.50_____ shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge Customers for Agency payments when Customer initiates an ACH debit entry.

AGENCY'S ACCEPTANCE:
COUNTY NAME

Williamson County, Texas

By: _____
Agency Signature

Dan A Gattis County Judge
Printed Name and Title

01-10-2018
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

EXHIBIT B
AGENCY BANK ACCOUNT
Confidential

This Exhibit B to the ACH Processing Services Agreement between Certified and Agency provides as follows:

AGENCY/BUREAU NAME: Williamson County, Texas BUREAU CODE: _____

Banking Information - ACH/ECheck

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

Bank Name: _____ Bank Contact Name: _____ Contact Telephone/Fax/Email: _____

Street Address: _____ City, State: _____ Zip Code _____

Bank Routing Number: _____ Bank Account/DDA Number: _____

Name on Agency Bank Account: _____

PLEASE PROVIDE A COPY OF A VOID CHECK ON THE ABOVE-REFERENCED BANK ACCOUNT

AGENCY'S ACCEPTANCE:
COUNTY NAME
Williamson County, Texas

By: _____
Agency Signature

DAN A GATTIS County Judge
Printed Name and Title

01-10-2018
Date

CERTIFIED'S ACCEPTANCE:
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	County Treasurer
Vendor Name:	Accelerated Card Company , LLC d/b/a Certified Payments		
Vendor Address:	100 Throckmorton Street, Fort Worth, TX 76102		
Purpose/Intended Use of Product or Service (summary):			
Electronic Payment Processing Services			
P.O./Contract Number:	1708-179	**Effective Date:**	01/16/2019
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	01/15/2020
Requested By:	Scott Heselmeyer, County Treasurer		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - Completed Texas Form 1295; AND
  - Renewed Certificate of Insurance if it was required in bid/proposal
- **Extend Contract for the 1st of three (3), one (1) year renewal option periods:**

Renewal Option Period 1	January 16, 2019 – January 15, 2020
Initial Contract Period	January 16, 2018 – January 15, 2019

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

Vendor Certified Payments

Name Michael LoMurro

Title President

Signature

Date December 4, 2018

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

Dan A. Gattis

Williamson County Judge

Signature

Date 12-19-2018

Two (2) Signed Originals & One (1) photocopy must be submitted

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	County Treasurer
Vendor Name:	Accelerated Card Company, LLC d/b/a Certified Payments		
Vendor Address:	100 Throckmorton Street, Fort Worth, TX 76102		
Purpose/Intended Use of Product or Service (summary):			
Electronic Payment Processing Services			
P.O./Contract Number:	1708-179	**Effective Date:**	01/16/2020
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	01/15/2021
Requested By:	Scott Heselmeyer, County Treasurer		
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 included the following:
  - Completed Texas Ethics Commission Form 1295; And
  - Renewed Certificate of Insurance if it was required in bid/proposal
- **Extend Contract for the 2nd of three (3) one (1) year renewal option periods:**

Renewal Option Period 2	January 16, 2020 - January 15, 2021
Renewal Option Period 1	January 16, 2019 – January 15, 2020
Initial Contract Period	January 16, 2018 – January 15, 2019

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

Vendor ACC/CERTIFIED PAYMENTS

Name ASHLEY RANGEL

Title DIRECTOR OF OPERATIONS

Signature

Date 12/9/2019

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

Bill Gravell

Williamson County Judge

Signature

Date December 17, 2019

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	County Treasurer
Vendor Name:	Accelerated Card Company, LLC d/b/a Certified Payments		
Vendor Address:	100 Throckmorton Street, Fort Worth, TX 76102		
Purpose/Intended Use of Product or Service (summary):			
Electronic Payment Processing Services			
P.O./Contract Number:	1708-179	**Effective Date:**	01/16/2021
Purchaser/Contract Specialist:	Dianne West	**Expiration Date:**	01/15/2022
Requested By:	Scott Heselmeyer, County Treasurer		
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 included the following:
  - Completed Texas Ethics Commission Form 1295; And
  - Renewed Certificate of Insurance if it was required in bid/proposal
- **Extend Contract for the 3rd of three (3) one (1) year renewal option periods:**

Renewal Option Period 3	January 16, 2021 – January 15, 2022
Renewal Option Period 2	January 16, 2020 - January 15, 2021
Renewal Option Period 1	January 16, 2019 – January 15, 2020
Initial Contract Period	January 16, 2018 – January 15, 2019

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

Vendor _____

Name Esther Parcel

Title VP Business Operations

Signature _____

Date 12/22/20

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

Bill Gravell

Williamson County Judge

Signature _____

Date _____

Commissioners Court - Regular Session **14.**

Meeting Date: 01/12/2021

Award RFP T2147 EMS Billing Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #T2147 EMS Billing Services to DM Medical Billing and authorizing the execution of the contract.

Background

Williamson County received four (4) submittals through our bidding portal. After extensive in-depth evaluation, the EMS Department is recommending awarding Billing Services to the current vendor, DM Medical Billings, for the initial 3 (three) year contract period beginning on January 12, 2021. DM Medical Billings has proven themselves an effective compliant billing company. The percentage of yearly revenue will be a flat fee of 5.30% (five and three-tenths percent). The point of contact is Beth Jones. Funding source is 01.0100.0540.004101 Collection Fees.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Billing Contract

Billing and Accounts Receivable Contract

Guideline Rates

Scores

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 10:40 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:54 AM
Form Started By: Johnny Grimaldo		Started On: 01/07/2021 08:33 AM
Final Approval Date: 01/07/2021		

Williamson County Emergency Medical Services

To Respect, Care and Serve

December 7, 2020

Johnny Grimaldo
Senior Purchasing Coordinator
Williamson County
100 Wilco Way, – Suite P101
Georgetown, TX 78626

Mr. Grimaldo,

At the request of Williamson County, our office assisted in the preparation of proposal T2147 for Billing Services for Williamson County EMS.

The County received four (4) proposals for Billing Services. The four (4) proposals that have been analyzed are DM Medical Billings, Credit Bureau Systems, Inc., Digitech Computer, LLC and Change Healthcare Technology Enabled Services, LLC. After a complete, in depth review and analysis of the minimum proposal requirements, one company met all minimum requirements and final qualification scoring. Once the qualification review process was complete, DM Medical Billings had the highest qualification score. The Evaluation Team submitted final Evaluation Forms through Negometrix. Based on the qualification score it is our recommendation that the County select DM Medical Billings for EMS Billing Services.

Please do not hesitate to give us a call with any questions or concerns that you may have.

Sincerely,

Mike Knipstein
Director
Williamson County EMS

P.O. Box 873
3189 SE Inner Loop, Ste. A
Georgetown, Texas 78627

Main: (512) 943-1264
Fax: (512) 943-1269
www.wilco.org/ems

2021 Business Associate Agreement
Between Williamson County and DM Medical Billings

This Business Associate Agreement ("Agreement") between Williamson County and DM Medical Billings is executed to ensure that DM Medical Billings will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Williamson County in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq*., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

DM Medical Billings agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to Williamson County any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as

required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to Williamson County without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of DM Medical Billings agree to the same restrictions, conditions, and requirements that apply to DM Medical Billings with respect to such information;

5. Make PHI in a designated record set available to Williamson County and to an individual who has a right of access in a manner and time frame that satisfies Williamson County's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by Williamson County, or take other measures necessary to satisfy Williamson County's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to Williamson County or an individual who has a right to an accounting within 60 days and as necessary to satisfy Williamson County's obligations under 45 CFR §164.528;

8. To the extent that DM Medical Billings is to carry out any of Williamson County's obligations under the HIPAA Privacy Rule, DM Medical Billings shall comply with the requirements of the Privacy Rule that apply to Williamson County when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by DM Medical Billings on behalf of Williamson County, available to the Secretary of the Department of Health and Human Services for purposes of determining DM Medical Billings and Williamson County's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if Williamson County notifies DM Medical Billings of any restriction on the use or disclosure of PHI that Williamson County has agreed to or is required to abide by under 45 CFR §164.522; and

11. If Williamson County is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), DM Medical Billings agrees to assist Williamson County in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Williamson County's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Williamson County agrees to implement reasonable

policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Williamson County of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Williamson County of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by DM Medical Billings on behalf of Williamson County include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Williamson County to its patients;

2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Williamson County to its patients or to appeal denials of payment for the same; and

4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that DM Medical Billings has been engaged to perform on behalf of Williamson County.

D. Termination

1. Williamson County may terminate this Agreement if Williamson County determines that DM Medical Billings has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, DM Medical Billings shall return to Williamson County or destroy all PHI received from Williamson County, or created, maintained, or received by DM Medical Billings on behalf of Williamson County that DM Medical Billings still maintains in any form. DM Medical Billings shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 12th day of January 2021.

Williamson County

Signature: _____

Title: _____

Date: _____

DM Medical Billings

Signature: Amy Shiff

Title: VP

Date: 1-12-21

Billing and Accounts Receivable Service Agreement

Third Party Billing for EMS Services

This Billing and Accounts Receivable Service Agreement ("Agreement") is made and entered into on January 12, 2021 (the effective date) by and between DM Medical Billings, LLC in the State of New Jersey, with its principal office located at 88 S Lakeview Dr, Gibbsboro, New Jersey 08026 hereinafter referred to as **Billing Service Provider;** and Williamson County EMS, acting by and through Williamson County, a political subdivision of the State of Texas, with its principal office located at 3189 SE Inner Loop, Georgetown, TX 78626**;** hereinafter referred to as **Williamson County EMS**. Billing Service Provider and Williamson County EMS will be hereinafter referred to collectively as **"Parties."**

BACKGROUND

WHEREAS, Williamson County EMS is a provider of Pre-hospital Emergency Medical Services and requires the services of the Billing Service Provider to execute invoicing and accounts receivable follow-up; and

WHEREAS, the Billing Service Provider has the experience and expertise to provide the services requested by the Williamson County EMS.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto intend to be legally bound and hereby agree as follows:

1. RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor: It is understood that this Agreement shall not create a partnership or any other type of joint venture between the Parties but rather the only relationship which will exist as a result of this Agreement will be that of independent contractors with relationship to each other. All decisions with reference to the operations of the Parties shall be strictly under the control of their respective Board of Directors and Officers and governing bodies. All employees of each Party will remain such and under no circumstances will be considered to be employees of the other as a result of this Agreement. For purposes of the Health Insurance Accountability and Portability Act of 1996, Billing Service Provider shall be considered a Business Associate as required by the Act.

2. OBLIGATIONS OF BILLING SERVICE PROVIDER

2.1 Production: Billing Service Provider shall provide a minimum of seven (7) designated full time employees to the production of Williamson County EMS's account. Billing Service Provider shall have Certified Ambulance Coders and a Certified Documentation Specialist to provide professional assistance on medical interpretation, coding and compliance. Billing Service Provider will maintain billing software capable of interfacing with ESO Solutions, Inc. Billing Service Provider will electronically transmit or mail claims for patients evaluated and not transported or evaluated and transported by Williamson County EMS. The production of invoices or transmission of claims shall be executed within five (5) business days of receipt from Williamson County EMS of Clean Patient Care Reports. Clean Patient Care Reports are those reports that meet the criteria established in Exhibit "A". Billing Service Provider will provide Williamson County EMS with remote access to view account status and financial data in real-time.

2.2 Follow-Up Phone Calls and Dunning Notices: Billing Service Provider shall execute follow-up phone calls and dunning letters to insurance carriers, Guarantors of Payment and Patients as appropriate. Follow up phone calls and Dunning Letters shall be executed in accordance with the Billing and Accounts Receivable Process described

in Exhibit “C“. If efforts on an outstanding account are exhausted in accordance with the Accounts Receivable Process delineated in Exhibit “C“, and the account does not currently indicate a pending payment, the account shall be forwarded to Williamson County EMS for determination. Williamson County EMS shall designate the desired disposition of the account and provide written notification to Billing Service Provider within twenty (20) business days of the request for disposition.

2.3 Final Dunning and Warning Letters: Billing Service Provider shall execute warning letters to insurance carriers, Guarantors of Payment and Patients as appropriate prior to recommending Williamson County EMS write off the account from accounts receivable balance.

2.4 Rejected or Denied Claims: Processing of denied or rejected claims shall be processed within ten (10) business days of Billing Service Provider’s notification of rejection or denial of such claim. This does not apply to claims rejected for not meeting medical necessity guidelines. Those claims rejected for lack of medical necessity may take additional time to re-process as a result of waiting for additional supporting documentation.

2.5 Reconciliation of Receipts: Billing Service Provider shall reconcile cash deposits with cash posted to billing system and the report of reconciliation shall be forwarded to Williamson County EMS, on a weekly basis.

2.6 Routine Reports: Billing Service Provider shall provide to Williamson County EMS those reports listed in Exhibit “B”. These reports shall be forwarded to Williamson County EMS on a monthly basis. The reports shall also be provided electronically if requested by Williamson County EMS.

2.7 Specialized Reports: From time to time, Williamson County EMS may request a specialized report; such reports may not be unreasonably withheld and must be provided within five (5) business days after request is made. The reports shall also be provided electronically if requested by Williamson County EMS.

2.8 Costs of Production and Follow-up: Billing Service Provider shall provide all postage, printing, and paper at its sole expense as necessary to carry out its obligations under this Agreement.

2.9 Staff Training: Billing Service Provider shall provide to Williamson County EMS onsite annual training to include field staff shifts A, B, C and Administrative Staff. In-service training sessions may include documentation, Federal, State, HIPAA and Billing Compliance practices as well as any other issues related to reimbursement. Travel and training expenses will be covered by Billing Service Provider.

2.10 Patient Confidentiality: Billing Service Provider agrees that it shall be considered as a Business Associate of Williamson County EMS as defined by the Privacy Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996. Billing Service Provider agrees to abide by the Privacy Regulations and all Policies and Procedures established by Williamson County EMS to ensure compliance with the Privacy Regulations. Billing Service Provider shall notify Williamson County EMS of any known or potential violations of the Privacy Regulations as well as the Privacy Related Policies and Procedures of the Williamson County EMS. Failure to notify Williamson County EMS of any known or potential violations of the Privacy Regulations as well as the Privacy Related Policies and Procedures of the Williamson County EMS shall constitute a material breach of this Agreement and could result in immediate termination of this Agreement in accordance with Section 4. herein below.

2.10.1 All files and records received by the Billing Service Provider for claim processing as well as all billing records shall remain in the possession of the Billing Service Provider during the term of this Agreement and for an additional period of five (5) years after the date of service and termination, unless otherwise agreed to in writing by and between the Parties.

2.10.2 Each party agrees that all medical records and Protected Health Information are to be treated as confidential so as to comply with all Local, State, and Federal laws regarding the confidentiality of such records including the Red

Flag Compliance and Health Insurance Portability and Accountability Act.

2.10.3 Each party agrees to permit access by the other to each party's respective books and records as they relate to billing and reimbursement for services hereunder. The Parties agree to share all patient care and billing information necessary to properly submit insurance claims, including patient care reports and billing slips. All information or documents exchanged between the Parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, including the privacy rule established under Red Flag Compliance and the Health Insurance Portability and Accountability Act.

2.11 Insurance: Billing Service Provider shall maintain professional and general liability insurance with coverage of no less than five million ($5,000,000) dollars. In addition, coverage shall include acts of dishonesty and forgery on the part of Billing Service Provider's employees or agents as well as cyber security insurance coverage with no less than one million ($1,000,000) dollars. Furthermore, Billing Service Provider shall name Williamson County EMS as certificate holder and additionally insured.

2.12 Invoicing: Billing Service Provider shall invoice Williamson County EMS on or about the fifteenth (15) of each month at the established rate.

2.13 Electronic Charting: Billing Service Provider will accept claims that are produced in an electronic environment as long as they meet the requirements set forth in Exhibit "A". Billing Service Provider must extract patient care data from an electronic patient care record provided by Williamson County EMS.

2.14 Telephone Access: Billing Service Provider shall provide a toll free telephone number for patients to call with any complaints, insurance information, and any other reason necessary. Phone lines will operate during normal business hours Monday through Friday 8am to 5pm Central Standard Time.

2.15 Billing Registration Certificate; Authorized to do Business: Billing Service Provider is registered with the State of New Jersey as a business enterprise and possesses a Business Registration Certificate in accordance with P.L. 2004 c.57. Williamson County EMS may request this documentation at any time during the term of this Agreement.

2.15.1 Furthermore, Billing Service Provider must, at all times during the term of this Agreement, be registered and authorized to do business in the State of Texas.

2.16 Request for Medical and/or Billing Records: Billing Service Provider shall fully cooperate with and assist Williamson County EMS with any request or subpoena issued to Williamson County EMS for the release of Williamson County EMS billing records which complies with State and/or Federal laws. Upon Williamson County EMS's receipt of a request or subpoena for the release of Williamson County EMS billing records, Williamson County EMS will forward the request or subpoena to Billing Service Provider and, immediately thereafter, Billing Service Provider, as the custodian of records of Williamson County EMS's billing records, shall fully comply and respond to such request or subpoena by providing any affidavits, documentation and responses that are necessary within the time periods set out in such request or subpoena. Furthermore, Billing Service Provider shall also provide Williamson County EMS with a copy of all affidavits, documentation and responses that are provided by Billing Service Provider to the issuer of a request or subpoena.

2.16.1 Records will be released within 15 business days after the date of receipt of the request in accordance with Texas Administrative Code Chapter 22 §165.2(b).

2.16.2 Any request or subpoena for medical and related records of a patient shall be handled by Williamson County EMS and Williamson County EMS shall be responsible for same.

2.16.3 In the event any request or subpoena is issued directly to Billing Service Provider for the release of Williamson County EMS billing records or any other type of records relating to Williamson County EMS, Billing Service Provider must immediately notify Williamson County EMS so that Williamson County EMS may monitor the Billing Service Provider's response to any such subpoena or request.

2.17 Website access: Billing Service Provider will provide patient access to website with the ability to input encrypted billing information or credit payment information as necessary to process a claim.

2.18 Billing Procedures and Rate Guidelines: Billing Service Provider hereby acknowledges receipt of Williamson County EMS's current Procedures and Rate Guidelines (referred to herein as the "Billing Procedures and Rate Guidelines"). The said Billing Procedures and Rate Guidelines, as amended from time to time, shall be incorporated herein by reference for all purposes and same shall be binding on the Parties. Billing Service Provider hereby agrees to comply with the terms and conditions set out in the Billing Procedures and Rate Guidelines, as may be amended from time to time.

2.18.1 The Parties understand, agree and acknowledge that the Billing Procedures and Rate Guidelines is subject to change and must be amended from time to time during the term of this Agreement due to changes in supply costs, federal billing regulations, electronic claims software and other factors that are beyond the control of the Parties and, due to such fact, the Parties hereby agree to cooperate with one another in order to amend the Billing Procedures and Rate Guidelines from time to time as needed. Prior to any future Billing Procedure and Rate amendments becoming effective, Williamson County EMS will provide such amendments, in writing, to Billing Service Provider. Within one (1) business day from Billing Service Provider's receipt of an amendment to the Billing Procedures and Rate Guidelines, Billing Service Provider shall acknowledge such amendment by signing and returning the amendment to Williamson County EMS.

2.19 Returned Payment Procedure: In the event payment is posted to an account and the payment is later withdrawn by the banking institution, the Williamson County EMS will assume collection activity on the balance of the returned payment. If the process occurs after the commission has been paid to the Billing Service Provider for that account, Billing Service Provider shall immediately return the commission payment to the Williamson County EMS, as an adjustment, upon request by Williamson County EMS. In the event that Williamson County EMS or Billing Service Provider later collects on the patient balance, commission will be paid on the amount of cash collected. Returned Payment Procedure or changes shall be handled in accordance with terms set forth in the Billing Procedures and Rate Guidelines.

2.20 Patient Refund Procedure: Williamson County EMS does not allow the Billing Service Provider to execute any refund for services provided by the Williamson County EMS. Any account identified by either party as having been paid in excess of documented charges, payment by inappropriate payor or requiring adjustments must be sent to Williamson County EMS with backup documentation to facilitate/execute refund. Patient Refund Procedures or changes shall be handled in accordance with the terms of the Billing Procedures and Rate Guidelines.

2.21 Claims Payment Procedure: Billing Service Provider will receive checks made payable to Williamson County EMS at the address designated by Billing Service Provider and such checks shall be logged to the applicable patient account. Payments will be deposited directly to the Williamson County EMS's bank no less than weekly via Wells Fargo scan capture. Williamson County EMS will be notified of deposit and remittances and they will be downloaded electronically by Billing Service Provider. Credit Card payments will be received and processed through the Williamson County EMS's current credit card vendor. Any change in vendors or processes will be agreed upon in writing and set out in the Billing Procedures and Rate Guidelines.

2.21.1 The Billing Service Provider will establish direct deposit for electronic direct deposit payments by Medicare, Texas Medicaid and any other large payor that Williamson County EMS deems necessary in order to minimize paper checks and other remittances.

2.21.2 Future Claims Payment Procedure changes will be agreed upon in writing and set out in the Billing Procedures and Rate Guidelines.

2.22 Audit Requirement: Billing Service Provider agrees to obtain and provide Williamson County EMS a Statement of Standards for Attestation Engagement No. 18 audit and financial statements prepared by a Certified Public Accountant on or before November 1st of each year during the term of this Agreement.

2.23 External Audit Requirement: Billing Service Provider agrees to obtain annually at minimum an outside claims audit(s) and provide report(s) to Williamson County EMS.

2.24 Subcontracting: Billing Service Provider agrees to solely perform all functions and operations of this Agreement and shall not subcontract any function or operation without the prior written consent of Williamson County EMS.

2.25 Employee Exclusion Checks: Billing Service Provider agrees to perform monthly Office of Inspector General (OIG) Exclusion checks on all new and current employees.

3. OBLIGATIONS OF WILLIAMSON COUNTY EMS

3.1 Clean Patient Care Reports: Williamson County EMS shall provide Clean Patient Care Reports to Billing Service Provider in accordance with the criteria established in Exhibit "A". Williamson County EMS understands that Billing Service Provider shall review Patient Care Reports prior to executing Production. If a claim is determined not to be a Clean Patient Care Report, the claim shall be held up from

Production and the Patient Care Report shall be returned to Williamson County EMS for remediation within five (5) business days.

3.2 Payment: Billing Service Provider shall invoice Williamson County EMS on a monthly basis on or about the fifteenth (15th) calendar day of each month at the rate of five and three tenths percent (5.30%) of the total billing reimbursements collected less adjustments described herein that were deposited into Williamson County EMS's bank account during the preceding month (the "Billing Rate"). Williamson County EMS shall remit payment to Billing Service Provider within 30 calendar days of the receipt of invoice.

3.3 Interest and Late Payments: County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) calendar days from the date of the Williamson County Auditor's Office 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, Williamson County shall notify Billing Service Provider of the discrepancy. Following Williamson County's notification of any discrepancy as to an invoice, Billing Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to Williamson County Auditor's Office. Williamson County Auditor's Office shall pay the invoice within thirty (30) calendar days from the date of the Williamson County Auditor's Office receipt of the corrected or revised invoice. Williamson County Auditor's Office 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) calendar day following the Williamson County Auditor's Office receipt of the corrected or revised invoice.

3.4 Deposit Information: Billing Service Provider shall make copies of all deposit slips itemizing all receipts and explanation of benefits or remittance advices, deposit monies into Williamson County EMS account, and allow the county access to the electronic copies via the Billing Service Provider's secure portal.

3.5 Claims Availability: Williamson County EMS shall make completed patient care records (claims). Source documents will be forwarded to Billing Service Provider by the ePCR vendor as records are completed and advanced.

4. TERM AND TERMINATION

4.1 Term and Renewal: The term of this Agreement shall be for a period of three (3) years commencing December 17, 2020 and terminating on December 16, 2023. This Agreement may be renewed at the same terms for up to five (5) additional one (1) year periods if mutually agreed upon by the Parties.

4.2 Mutual Termination: Notwithstanding anything to the contrary, the Parties, by mutual agreement may terminate this Agreement at any time. Notice of termination must be presented in writing to the opposite party with notification to terminate contract agreement.

4.3 Termination for Cause/Williamson County EMS: Williamson County EMS may terminate this Agreement in the event of any of the following:

4.3.1 Insolvency: The insolvency of Billing Service Provider.

4.3.2 Suspension: Suspension or Exclusion of Billing Service Provider from the Medicare/Medicaid Programs.

4.3.3 Material Breach: In the event of a Material Breach, Williamson County EMS may terminate this Agreement with thirty (30) calendar days written notice.

4.4 Termination for Cause/Billing Service Provider: Billing Service Provider may terminate this Agreement in the event of any of the following:

4.4.1 Non-payment: Non-payment of fees due from Williamson County EMS provided said non-payment continues to exist after receipt of sixty (60) calendar days written notice of said delinquency from Billing Service Provider to Williamson County EMS.

4.4.2 Insolvency: The insolvency of the Williamson County EMS.

4.4.3 Suspension: Suspension or Exclusion of Williamson County EMS in the Medicare/Medicare Programs.

4.5 Termination for Convenience: Williamson County EMS may terminate this Agreement, for convenience and without cause or further liability, upon thirty (30) calendar days written notice to Billing Service Provider. In the event Williamson County EMS exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Billing Service Provider under this Agreement to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County EMS's termination for convenience.

4.6 Post Termination Follow-up Period: The Parties agree that all accounts still in Billing Service Provider's system as of the date of termination of this Agreement will be subject to the provisions of this Agreement, including payment schedule for a period of one hundred and twenty (120) calendar days after the effective termination date. All Williamson County EMS's records and applicable billing information shall be returned to Williamson County EMS within one hundred fifty (150) calendar days from the effective termination date in a mutually agreeable format.

5. GENERAL PROVISIONS

5.1 Headings: The headings used to identify a paragraph have been included only for the convenience of the Parties and are not intended to constrain or completely identify the contents of said paragraph.

5.2 Venue and Governing Law: The Parties hereby agree and acknowledge that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, 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.

5.3 Indemnification:

5.3.1 Indemnification of Williamson County EMS (Williamson County): Billing Service Provider shall indemnify, defend and save harmless Williamson County EMS (Williamson County), its officials, employees, agents and agents' employees (the "Indemnitees") from and against all claims, liability, and expenses, including reasonable attorneys' fees, arising from activities of Billing Service Provider, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of Billing Service Provider or any of Billing Service Provider's agents, servants or employees.

5.3.2 Furthermore, Indemnitees shall not be liable for damages to the Billing Service Provider arising from any act of any third party, including, but not being limited to theft. Billing Service Provider further agrees to INDEMNIFY, DEFEND AND SAVE HARMLESS Indemnitees from, its officials, employees, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage

whatsoever caused to any person or to the property of any person occurring in relation to Billing Service Provider's performance of any services hereunder during the term of this Agreement.

5.3.3 Billing Service Provider shall timely report all claims, demands, suits, actions, proceedings, liens or judgments to Williamson County EMS (Williamson County) and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth (15th) business day of each month; provide Williamson County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Williamson County required by Billing Service Provider in the defense of each matter. Billing Service Provider's duty to defend, indemnify and hold Indemnitees harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by Williamson County EMS (Williamson County) in writing. The provisions of this section shall survive the termination of this Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.

5.3.4 In the event of any dispute between the Parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Indemnitees, Billing Service Provider shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Billing Service Provider are not at issue in the matter.

5.3.5 The provision by Billing Service Provider of insurance shall not limit the liability of Billing Service Provider under this Agreement.

5.3.6 No Indemnification by Williamson County EMS. Billing Service Provider acknowledges and agrees that under the Constitution and the laws of the State of Texas, Williamson County EMS (Williamson County) cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Billing Service Provider; therefore, all references of any kind to Williamson County EMS (Williamson County) indemnifying, holding or saving harmless any other party, including but not limited to Billing Service Provider for any reason whatsoever are hereby deemed void and deleted.

5.4 Entire Agreement: This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

5.5 Modification or Waiver: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed by the Parties with the same formality as this Agreement. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

5.6 Severability: If any term, condition, clause, or provision of this Agreement shall be determined to be void in law or otherwise then only that term, condition, clause, or provision shall be stricken from this Agreement and unless it is of a material nature, this Agreement shall be valid and continue in full force, effect, and operation.

5.7 Successors in Interest: This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns in interest of the Parties hereto.

5.8 Assignment of Account/Interest: Billing Service Provider shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of Williamson County EMS.

5.9 Documents: Each of the Parties agree to execute, in recordable form, if necessary, any and all documents, agreements, filings, etc., as may be necessary or usable in order to effectuate and carry out the terms and purposes of this Agreement.

5.10 Back-up: Billing Service Provider will be responsible for providing redundancy and back-up systems to protect the financial records associated with this Agreement once they are entered or imported into the billing software to protect against the loss of records.

5.11 ESO, Back-up: Billing Service Provider will not be responsible for ESO Solutions ePCR, a third party vendor's software application as provided by ESO Solutions, Inc.

5.12 Dispute Resolution: The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) business days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the Parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding

5.13 Confidentiality: The Parties agree that all medical records and Protected Health Information are to be treated as confidential so as to comply with all Local, State and Federal laws regarding the confidentiality of such records including the Health Insurance Accountability and Portability Act.

5.14 Successor Agreement: This Agreement supersedes and succeeds all existing agreements between the Parties. All previous agreements between the Parties are hereby declared null and void.

5.15 Regulatory Changes: The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) calendar days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

5.16 Sharing of Information and Documentation and Respect of Privacy: The Parties each agree to permit access by the other to each party's respective books

and records as they relate to billing and reimbursement for services hereunder. The Parties agree to share all patient care and billing information necessary to properly submit insurance claims, including patient care reports and billing slips. All information or documents exchanged between the Parties related to personal health information of a patient shall be exchanged in compliance with all privacy laws and rules, included the privacy rule established under the Red Flag Compliance and Health Insurance Portability and Accountability Act (HIPAA). Both Parties agree to maintain policies to protect the confidentiality of patient information to the extent required by law and to educate and enforce such policies with their respective personnel.

5.17 Continued Access and Right to Audit: Billing Service Provider further agrees that Williamson County EMS 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 Billing Service Provider, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Billing Service Provider agrees that Williamson County EMS shall have access during normal business hours to all necessary Billing 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. Williamson County EMS shall give Billing Service Provider reasonable advance notice of intended audits.

5.18 "Business Day": For purposes of this Agreement, a "business day" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Standard Time excluding federal holidays and Williamson County holidays.

5.19 Implied Requirements: Products and services not specifically mentioned in this Agreement, but which are necessary to provide the services described hereunder, shall be deemed to be included in this Agreement.

5.20 Non-Performance: It is the objective of Williamson County EMS to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to

perform may result in a deduction of payment equal to the amount of the services that were not provided and/or performed to the Williamson County EMS's satisfaction. In the event of such non-performance, Williamson County EMS shall have the right, but shall not be obligated, to complete the services itself or by others. If the Williamson County EMS elects to perform the services itself or by others, pursuant to the foregoing, the Billing Service Provider shall reimburse Williamson County EMS, within ten (10) business days of demand, for all costs incurred by Williamson County EMS (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Billing Service Provider fails to meet pursuant to the requirements set out herein. In the event the Billing Service Provider refuses to reimburse the Williamson County EMS as set out in this provision, Williamson County EMS shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Billing Service Provider.

5.21 Proprietary Information and Texas Public Information Act: All material submitted to Williamson County EMS shall become public property and subject to the Texas Public Information Act upon receipt. If Billing Service Provider does not desire information containing proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County EMS will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

Furthermore, it is expressly understood and agreed that Williamson County EMS may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act") to any items or data furnished to Williamson County EMS in order to determine whether or not the same must be made available to the public. It is further understood that Williamson County EMS shall have the right to rely on the advice, decisions and opinions of the Texas Attorney General, and that Williamson County EMS (Williamson County), its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County EMS by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

5.22 No Waiver of Immunities: Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County EMS (Williamson County), its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County EMS (Williamson County) does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

6. NOTICE

6.1 Notices required to be given under this Agreement shall be in writing and will be deemed to have been given when personally delivered to the party to whom addressed, or on the third calendar day after deposit in any United States post office or mailbox, and such notices shall be made to the Parties at the following addresses:

Williamson County EMS

Williamson County EMS
c/o: Beth Jones,
Compliance Officer
3189 SE inner Loop
Georgetown, TX 78626

Billing Service Provider

DM Medical Billings, LLC
88 S Lakeview Dr
Gibbsboro, NJ 08026

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

Williamson County EMS

Williamson County EMS, acting
by and through Williamson County
Texas

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

By: _____
The Honorable,
Williamson County Judge

Date: _____

Billing Service Provider

DM Medical Billings, LLC
88 S Lakeview Dr
Gibbsboro, NJ 08026

By: _____
Amy Gifford,
Vice President

Date: 1-12-21

By: _____
Jill Sangataldo

Date: 1-12-21

Exhibit “A”

Criteria for Clean Patient Care Report

The following information should be furnished for the dunning process to begin:

- Incident number
- Accurate patient name, date of birth, address
- Service date
- Time of dispatch and time responded
- Dispatch condition documented – description, EMD card number
- Chief complaint
- Method of injury, DCAPBTLS
- Assessment documented
- Pertinent negatives
- 911 call or equivalent documented
- Response type documented
- Patient’s ambulatory status, where found, moved by, and how documented
- Disposition documented
- Interventions, treatments, and the results
- All supplies and medications used
- Crew signature and credentials
- From and to locations and reason for destination – address and facility name and type
- Reason for transport
- Loaded mileage
- Primary medical history and medications
- History of present illness
- Primary and secondary impression
- Signature requirement met
- Transfer of care documents when applicable – MOT, PCS, signature
- Corresponding attachments – EKG strips and other included documents
- Consistent documentation
- Multiple and complete vitals where appropriate
- Level of consciousness and score
- Complete narrative
- Residency status

Exhibit “B”

Routine Reports

The following reports shall be created and supplied to the Williamson County EMS:

- Percentage by Payor of Calls Billed and Cash Collected
- Monthly Aging Summary and Detail
- Quarterly Days in Event
- Monthly Summary by Credit Code
- Monthly Level of Care Summary
- Monthly Cash Receipts Detail
- Monthly Write off Accounts
- Monthly Deposit Summary
- Weekly New Charge Report
- Net Patient Revenue
- Gross and Net Collection Rates
- Aged Trial Balance

Additional reports can be created as requested.

Exhibit "C"

Accounts Receivables Process (Dunning)

Non-Insurance Claims:

Day 1-5*	Key/Upload Patient Care Reports into DM Medical Billing System Seek insurance information as needed. Call patients at home to obtain the necessary information that is required and to obtain any current insurance information.
Day 4-8*	First Guarantor letter requesting insurance info .
Day 20-22*	Second Guarantor letter requesting insurance info.
Day 35-45*	Patient phone contact to obtain insurance info.
Day 60-75*	Patient referred back to client for potential collection agency referral or write off.

Insurance Claims:

Day 1-5*	Key information into DM Medical Billing System. Fax all hospitals for patient insurance information. Call patients for insurance information.
Day 14*	Insurance Company sent 1st bill either via paper claim or electronic submission with an informational bill to the patient stating their insurance was billed for services.
Day 30*	Second insurance company submission.
Day 35*	First insurance collection call for payment. Instruction of insurance company followed.
Day 45-60*	Second call to insurance.
Day 70-75*	Follow up on with insurance company will continue until claim paid or denied. If claim denied erroneously we will appeal it for the patient. If claim is flatly denied as non-covered the bill will be dropped to a private pay insurance denial schedule. Protocol as stated for private pay claims will be followed.

Medicare Claims:

Day 1-5*	Key information into DM Medical Billing Services fax all hospitals for patient insurance information. Call patients at home as necessary for insurance information. Ensure all proper information is gathered to submit clean claim to Medicare. If information is missing, billing service will try to obtain to the best of ability.
Day 4-6*	Electronic claim submission to Medicare. Claims are usually paid within 25 days of submission. If denied or rejected billing service will appeal, or gather any additional information needed to submit clean claim.

*For the purposes of the above dunning schedules, days stated are business days.

EMS Billing Procedures:

Williamson County EMS responds to both emergency and non-emergency calls and as such, all base rates and level of service should be billed based on dispatch information and patient treatment.

Only one base rate charge shall be applied to each account.

Loaded mileage shall be applied to each patient account that resulted in transportation as documented in the electronic patient care report (ePCR).

Ambulance Response Fee and Supply Fees shall be charged for all patient encounters where evaluation and/or treatment is rendered and transport is refused, unless otherwise waived, prohibited, or excluded by the Williamson County EMS.

Motor vehicle collisions where no treatment and no transport was required by Williamson County EMS shall not be billed when the patient refuses medical treatment or transport as a result of a third party (i.e.- a witness to a motor vehicle reports the accident to 9-1-1 and the communication center sends the ambulance due to witness statements from the scene). Vital signs are included. If equipment is used in the assessment (pulse ox or monitor) a refusal charge and supplies shall be applied.

All Hospital to Helicopter transfers / Helicopter to Hospital transfers will be billed the BLS base rate and mileage. Treatment and supplies will be billed if documented as performed by Williamson County EMS.

All pronouncements will be billed at the appropriate level of care based on dispatch information and patient treatment in accordance with insurance regulations.

All itemized billing is derived directly from documentation and the supplies listed in the electronic patient care report (ePCR).

Disposable linens and gloves should be charged for all patients transported, unless otherwise waived, prohibited, or excluded by Williamson County EMS.

Routine Disposable Supplies should be charged for all patient encounters, unless otherwise waived, prohibited, or excluded by Williamson County EMS. All itemized

Extra attendant charge will be applied when documentation lists an extra attendant was needed during treatment and transport. Ex. 1st responder, fire department or extra WCEMS medic.

Decontamination charge will be applied when decontamination is documented due to the nature of the incident.

Medicare and Medicaid patients shall only be billed the appropriate base rate, mileage and supplies as allowed in accordance with guidelines established by the Center for Medicare and Medicaid Services.

For commercial insurance and private pay accounts, all appropriate charges shall be applied uniformly without ability or probability of payment.

EMS will not bill any patient transferred from Williamson County Jail, 306 W 4th St. or 508 S Rock, Georgetown, Texas

All EMS electronic patient care reports determined to be Diagnosis Related Group (DRG) transfers will be billed directly to ordering facility on monthly basis. WCEMS will accept the annual Medicare allowable rate as payment in full. Billing agrees to provide annual Medicare allowable rate notification to facilities and provide a monthly report to WCEMS reflecting billed DRG accounts. DRG is a round trip transport from/to a hospital for external opportunity that is not available at the hospital.

Williamson County EMS will provide its billing agent(s) access to electronic patient care reports through ESO Solutions, Inc.

Billing agent(s) shall bill patient care reports as approved and exported via ESO Solutions unless instructed otherwise by the Williamson County EMS.

Billing agent(s) will provide Williamson County EMS a weekly report to ensure all billable patient care reports were exported from ESO Solutions.

If billing agent(s) should need any clarification before the billing process can take place, billing agent(s) shall contact Williamson County EMS's designated representative by email or phone with the following information: Patient care report number, date of service, patient name and exact description of what needs to be fixed in order to enable billing agent(s) to proceed with the billing process.

DM Medical Billings will provide Williamson County EMS with view only access to billing records through a virtual private network.

DM Medical will provide WCEMS monthly reports reflecting all private pay accounts on private pay arrangements.

Williamson County EMS has established rates for various ambulance charges (chargemaster). At any time, Williamson County EMS may make adjustments to the chargemaster (procedures or fees) with proper notification.

Williamson County EMS allows billing agent to bulk write off contractual allowances for Medicare and Medicaid.

All other potential write off's will be returned monthly to Williamson County EMS for review and final determination, unless otherwise agreed upon in writing as per the Write Off policy.

SWAT / LE / FD Calls: WCEMS partners with Law Enforcement Agencies / Fire Departments to provide standby assistance to their team members. On occasion they treat and/or transport an LE / FD patient, WCEMS will notify billing agent to bill these calls as follows:

- **Treat and refuse** – Bill SWAT / LE / FD ambulance response fee and all supplies used. Patient is responsible for any deductible and/or co-insurance IF found to be non work related under Workers Compensation.

- **Treat and transport** – Bill as any other transport to include base rate, mileage and all supplies used. The patient will be responsible for any deductible and/or co-insurance IF found to be non work related under Workers Compensation.

Williamson County Residents - (Identified by their billing address and zip code)

- Those who contact billing to negotiate their balance:
    - Billing may negotiate a discounted rate to meet at least the BLS or ALS base rate.
    - The patient will be responsible for any deductible, copay, and/or co-insurance according to their insurance plan.

Williamson County Health Plan Participants (Employee, Spouse and Dependents) As identified by WC Health Plan Group Number:

- Will be billed and processed as a County Resident effective 11/01/2011 per the Williamson County Benefits Committee

Williamson County Mileage rate change:

- Per the Williamson County Commissioners Court 11/08/2011 WCEMS mileage rate increased from $12 a loaded mile to $15 a loaded mile effective immediately.

Williamson County BLS and ALS base rate change:

- Per the Williamson County Commissions Court 11/08/2011 WCEMS Basic Life Support (BLS) base rate will be $795 and Advanced Life Support (ALS) base rate will be $895. No dispatch or emergency fee will be added.

EMS Billing Guidelines:

The following guidelines have been developed through collaboration between Williamson County EMS, Williamson County Auditors and third-party billing service.

BILLING "RETURNED PAYMENT ITEM PROCESSING" POLICY

November 17, 2012

PURPOSE: To provide direction to contracted third party billing services for returned payment item procedures.

STANDARD: Third party billing services contractors who are contracted to Williamson County EMS for the purpose of medical billing and collections must adhere to these guidelines as it pertains to the contracted services.

Williamson County may contract with a private – third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction for the procedure for returned payment item procedures. This policy is intended to provide that direction. The policy becomes effective at the time it is executed by both parties; THE CONTRACTOR and WILLIAMSON COUNTY EMS

I. EMS will notify the billing contractor/agent of the occurrence.

II. For all private pay clients; the amount of the returned item will be removed from the patient account and cash totals. EMS and the Williamson County Treasurer will facilitate any action necessary for resolution.

- Restitution received directly by billing contractor/agent via any method of repayment will be communicated immediately (prior to posting to patient account or deposit) to EMS for direction of continued processing.
- EMS will notify billing contractor/agent upon receipt of restitution to apply payment to patient account and cash totals

I. For all commercial insurance carrier pay clients; the amount of the returned item will be removed from the patient account and cash totals. The billing contractor/agent will facilitate any action necessary for resolution.

- Billing contractor/agent will notify EMS upon receipt of restitution for direction of continued processing.

BILLING "REFUND" POLICY

November 17, 2012

PURPOSE: To provide direction to contracted third party billing services for processing necessary refunds for services made via any method of payment.

STANDARD: Third party billing services contractors who are contracted to Williamson County EMS for the purpose of medical billing and collections must adhere to these guidelines as it pertains to the contracted services.

Williamson County may contract with a private – third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction for the processing of necessary patient refunds. This policy is intended to provide that direction. The policy becomes effective at the time it is executed by both parties; THE CONTRACTOR and WILLIAMSON COUNTY EMS

I. EMS does not allow the billing contractor/agent to execute any refund for the services provided by Williamson County EMS.

II. Any account identified by billing contractor/agent as having been paid in excess of documented charges or by inappropriate party will be sent to EMS with back up documentation to facilitate/execute refund.

- Patient Credit Statement
- EOB's from commercial insurance carrier, Medicare or Medicaid
- Copy of private pay client check
- Credit Card payment receipt
- Request letter

III. Any account identified by EMS as having been paid in excess of documented charges, by inappropriate party, or requiring adjustment will be sent to contractor/agent to facilitate necessary adjustment of patient account and provide EMS with back up documentation to facilitate/execute refund.

IV. All refunds upon approval by EMS, without regard to method of payment, will be processed by Williamson County Auditor, Accounts Payable and issued via check to appropriate party.

BILLING RECORD REQUEST PROCEDURE

February 1, 2013

PURPOSE: To provide direction to contracted third party billing services for processing and fulfilling required release of billing record requests by authorization or subpoena.

STANDARD: Third party billing service contractors who are contracted by Williamson County EMS for the purpose of medical billing and collections must adhere to these guidelines as it pertains to the contracted services.

Williamson County has contracted with a private – third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction for the processing and fulfilling the required release of patient billing records. This policy is intended to provide that direction. The procedure becomes effective at the time it is executed by both parties; THE CONTRACTOR and WILLIAMSON COUNTY EMS

I. The Contractor, upon receipt of a request for billing records with valid Authorization to Release Protected Health Information or upon a duly executed subpoena, will facilitate the release of billing records on behalf of EMS. Billing records will be released within 15 business days after the date of receipt of request per Texas Administrative Code Title 22; Chapter 165.2 (b).

II. The Contractor will comply with the specifications of each request/subpoena for the production of requested documents. The Custodian of Billing Records, or designee in the absence of the Custodian, will answer the Deposition by Written Questions, complete the Affidavit of Cost and Necessity and/or complete any other required documents or affidavits.

V. The Contractor will log each request/subpoena received and/or processed. Contractor will provide EMS with such log via electronic medium on or about the 15th of each month for all requests/subpoenas received and/or processed for preceding month.

MVA / Personal Injury Billing Guidelines

February 20, 2013

PURPOSE: To provide direction to contracted third party billing services when patients are involved in Motor Vehicle Accidents or sustain personal injury which may involve third party liability.

STANDARD: Third party billing service contractors who are contracted by Williamson County EMS for the purpose of medical billing and collections must adhere to these guidelines as it pertains to filing Health Insurance or Automobile Insurance claims.

Williamson County has contracted with a private third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction related to motor vehicle accidents or personal injury claims. This guideline is intended to provide that direction. The policy becomes effective at the time it is executed by both parties; THE CONTRACTOR and WILLIAMSON COUNTY EMS

I. The Contractor is expected to identify motor vehicle accidents and personal injury claims.
II. An approved letter requesting health and auto insurance information will be mailed to the patient for all such identified claims.
III. Upon receipt of the completed request for information letter:

    a. If the patient has health insurance – health insurance will be filed.
    b. If the patient has no health insurance, health insurance is denied or health benefits are exhausted, auto insurance will be filed.
    c. If there is no auto insurance, auto insurance is denied or auto benefits are exhausted, the account status will become “Private Pay”.

IV. If it is determined that the patient was paid directly by Health Insurance or Auto Insurance (excluding Personal Injury Protection (PIP) in which the patient is entitled to keep) an explanation of remittance will be obtained and the account status will be changed to “Proof Paid”.
V. Contractor will provide Williamson County EMS with a monthly report of “Proof Paid” accounts.
VI. Williamson County EMS will review the “Proof Paid” accounts and make determine final account action or disposition.
VII. Contractor will trend all motor vehicle accident / personal injury accounts for payment recoups or loss of revenue. If a cause for concern is identified, Contractor will notify Williamson County EMS.
VIII. Williamson County EMS will work with Contractor to facilitate a plan to reduce unnecessary payment recoups / loss of revenue.

Ambulance Billing Settlement Negotiations

February 27, 2013

PURPOSE: To provide direction to contracted third party billing services when Attorney's representing the patient request a negotiated settlement on their client's ambulance bill.

STANDARD: Third party billing service contractors who are contracted by Williamson County EMS for the purpose of medical billing and collections must adhere to these guidelines as it pertains to settlement reductions as described above.

Williamson County has contracted with a private third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction related to negotiate discounting of ambulance bills when an Attorney representing the patient has received a final settlement. This guideline is intended to provide that direction. The policy becomes effective at the time it is executed by both parties; THE CONTRACTOR and WILLIAMSON COUNTY EMS

I. The Contractor is expected to provide invoicing to reflect 100% of the ambulance services provided to the patient/Attorney upon request.
II. It is the desire of WCEMS that the contractor will make every effort to collect 100% of the fees for the services provided.
III. In the event an Attorney representing their client/patient may request a discount; the Contractor may negotiate a discount on the ambulance bill not to exceed 20% of the outstanding balance.
IV. In the event the Attorney requests more than a 20% discount, the Attorney must provide Contractor with a full settlement disclosure including all outstanding debts related to the injury event, the gross settlement proceeds, and the Pro-Rata share of settlement funds.
V. The Contractor will refer the request for additional discount, the full settlement disclosure and all outstanding debts related to the injury event to Williamson County EMS for final disposition.
VI. Williamson County EMS will review the account and make disposition within 10 business days from receipt of account information.
VII. Under no circumstances will an account be discounted below the base rate.

Billing Invoice / Statement Guidelines

May 17, 2013

PURPOSE: To provide direction to contracted third party billing services with regards to approved billing invoices and statements.

STANDARD: Third party billing service contractors who are contracted by Williamson County EMS for the purpose of medical billing and collections must adhere to these guidelines as it pertains to providing patients with invoices and statements.

Williamson County has contracted with a private third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction related to improving or changing language on billing invoices and statements. This guideline is intended to provide that direction. The policy becomes effective at the time it is executed by both parties; THE CONTRACTOR and WILLIAMSON COUNTY EMS

I. The Contractor is expected to provide patients regular billing invoices and statements pertaining to their account.
II. The specific type and number of billing invoices and statements provided are determined by the patient account status.
III. A patient may request an additional billing statement at any time and will be provided with the necessary statement.
IV. The following attached billing statement and invoice language has been approved by Williamson County EMS.
V. Williamson County EMS welcomes language suggestion from its Contractor for future approval. Should future language changes, additional statements or invoices be created and approved an official record of the changes, additional statements or invoices will be made.
II. At no time will Contractor make language changes or create additional statements or invoices without consulting with Williamson County EMS for approval.

Itemized Billing Guideline

August 16, 2013

PURPOSE: To provide direction to contracted third party billing service with regards to itemized / bundled billing.

STANDARD: Third party billing service contractors who are contracted by Williamson County EMS for the purpose of medical billing and collections agrees to

the following with regards to itemized /bundle billing for insurance coding/reimbursement purposes.

I. Billing agent may bundle bill supplies for insurance coding/reimbursement purposes.
II. Billing agent agrees to provide an itemized statement reflecting each individual item upon request.
III. Accounts deemed Self Pay will continue to receive an itemized statement.

BILLING "WRITE OFF" POLICY

September 13, 2016

PURPOSE: To provide direction to contracted third party billing services for writing off un-collectable debt.

STANDARD: Third party billing services contractors who are contracted to Williamson County EMS for the purpose of medical billing and collections must adhere to these guidelines as it pertains to the contracted services.

Williamson County may contract with a private – third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction for writing off uncollected debt. This policy is intended to provide that direction. The policy becomes effective at the time it is executed by both parties; THE CONTRACTOR and WILLIAMSON COUNTY EMS

I. EMS allows the billing contractor/agent to bulk write off contractual allowance for Medicare and Medicaid.
II. For all commercial insurance and private pay clients; all appropriate charges shall be applied uniformly without ability or probability of payment.

III. Williamson County EMS will not bill for any patient treated at or transported from the Williamson County Jail Facility, 306 W 4th Street or 508 S Rock Street, Georgetown

IV. Any account aged more than 180 days from the original date of service without activity or payment history OR has not been processed for billing within 120 days of the original date of service shall be referred to Williamson County EMS administration for review. Accounts may be referred to Williamson County EMS Administration prior to 180 days if deemed by reasonable efforts to be uncollectible. The billing contractor/agent must include or provide access to all account documentation that demonstrates timely and efficient billing practices. This should include but not be limited to:

- Account notes
- Proof of billing statements and date of mailing(s) or electronic contact
- Summary of amount billed and any current amount received
- Summary of outstanding balances
- Evidence of payment plan if applicable

IV. Williamson County Resident (identified by their billing address and zip code) (A) who contact the billing contractor/agent may negotiate a discounted rate to at least meet the BLS or ALS base rate as determined by the charge master. (B) The County Resident is responsible for deductible or co-insurance to meet at least the base rate. The billing contractor/agent must submit a bi-annual report indicating the amount of negotiated reductions for all clients.

V. At any time the billing contractor/agent is unable to determine the appropriate process for a particular client, that account should be referred to Williamson County Administration for consultation.

Negotiated Reductions Defined

September 13, 2016

PURPOSE: To provide direction to contracted third party billing service with regards to defining Negotiated Reduction definitions.

STANDARD: Third party billing service contractors who are contracted by Williamson County EMS for the purpose of medical billing and collections will use the following definitions and codes for tracking Negotiated Reductions starting July 15, 2013.

I. Resident Write-Off – County Resident/Taxpayer write-off. (WOCR)
II. Attorney Settlement – Attorney reduction request up to 20%reduction. (WOAS)
III. Attorney Settlement Review – Request greater than 20%. Limited funds settlement. Required documentation reviewed by EMS Administration for final disposition. (WOASR)
IV. Exhausted Efforts – Due diligence exhausted. Any account aged more than 180 days without activity or payment or has not been processed for billing within 120 days of the original date of service. Accounts will be reviewed by EMS Administration for final disposition. (WOEE)
V. Write-Off Uncompensated Care – Accounts approved by Williamson County that are exhausted and eligible for submission under the terms of the uncompensated care guidelines. (WOUCC)
VI. Write-Off Small Balance – Accounts with balances $5.00 and under due from patient or other payor. (WOSB)
VII. Administrative Review – Customer Service concern reviewed by EMS Administration for final disposition. (WOAR)

Billing – ePCR – HDE Interface Access - Guideline

December 7, 2017

BACKGROUND
For the purposes of accessing patient account information and documentation, WCEMS and DM Medical Billings has allowed controlled access to both their Billing and ePCR software to specific employees as listed below.

WCEMS and DM Medical Billings follow best practices for securing access to patient account and documentation information. In doing so, WCEMS and DM Medical Billing agree that upon termination of employment for any employee as defined in a list maintained by WCEMS, either party agrees to immediately notify the other party so that account access can be immediately terminated. This measure is necessary to prevent unauthorized access to sensitive account / patient information. If additional access is granted to employees, this list must be updated for accountability purposes.

WCEMS / Third Party Billing Agent Annual Cost Analysis

August 23, 2018

PURPOSE: To coordinate with Third-Party Billing Agent service with regards to annual cost analysis and adjustments for consumable charges.

STANDARD: WCEMS and Third-Party Billing Agent contractors who are contracted by Williamson County EMS for medical billing and collections will use the following process to participate in annual review and adjustment of charges related to supplies, procedures and medications. This defined process assures WCEMS cost analysis and adjustment is reviewed, approved and implemented annually, deemed reasonable within industry range and tied to associated cost.

I. WCEMS will review annual cost of supplies, procedures and medications according to WCEMS annual bid sheet.
II. WCEMS will perform annual review of other area EMS charges as available.
III. WCEMS may participate in area rate comparisons as approved by WCEMS Director.
IV. WCEMS will coordinate with Third-Party Billing Agent to determine if adjustments are reasonable within industry standard.
V. WCEMS will make annual adjustment of retail cost according to reviewed and agreed upon analysis with approval of WCEMS Director.
VI. Should WCEMS determine a sudden cost increase within the year, greater than 50% and believed to be a sustained rise in cost, a review would trigger prior to annual review and adjustment be made accordingly.
VII. WCEMS is responsible to communicate in writing with Third-Party Billing Agent of approved price adjustments.
VIII. Third-Party Billing Agent will adjust pricing in their system upon notification and confirm adjustments made.

Claim Processing Timeline and Definition Guideline

September 11, 2018

PURPOSE: To coordinate with Third-Party Billing Agent with regards to claim processing timelines and definition of clean Patient Care Report documentation versus clean claim information for bill processing purposes.

STANDARD: WCEMS and Third-Party Billing Agent contractors who are contracted by Williamson County EMS for medical billing and collections have outlined the following information to clarify additional processing days for commercial insurance and state/federal insurance claim processing. Further describing Clean Patient Care Report documentation produced by WCEMS and clean claim information necessary to process, bill and submit claims. Further defining expectations related to account notes placed within the billing system to identify processing delays.

I. The dunning process for billing and claim submission is subject to clean patient care reports provided by WCEMS to Third-Party Billing Agent. The minimum following elements described in the Billing Service Agreement Exhibit "A" are listed below and are necessary to start the dunning process:
    a. Dispatch run number
    b. Date of Service
    c. Patient information, to include as much as possible:
        i. Full name
        ii. Address
        iii. Date of birth
        iv. Social security number (if applicable) and
        v. Phone number
    d. Patient pickup location including zip code
    e. Patient drop off location
    f. Documented odometer mileage
        i. At pick up location
        ii. At Hospital, and
        iii. Total loaded mileage
    g. Patient chief complaint and History of Present Illness
    h. Services rendered to patient
    i. Patient or representative of patient signature authorizing treatment and benefits
    j. Mobile Intensive Care Unit Number and if they administered care or not
    k. EMS staff members name, preparer's name and signature
    l. Agency vehicle recognition number
    m. Time log to include:
        i. Dispatch
        ii. Responding
        iii. On Location
        iv. Depart Location, and
        v. Arrive at hospital
    n. Hospital Face Sheet, when available
II. The Accounts Receivables Process (Dunning) for billing and claim submission occurs when clean patient care reports are provided by WCEMS to Third-Party Billing Agent and "clean claim" information is confirmed by Third-Party Billing

Agent. The timeline for billing and claims submission is described in the Billing Service Agreement Exhibit "C" are further defined by payor type.

a. Non- Insurance Claims
b. Insurance Claims
c. Medicare Claims
    i. Additional processing weeks are necessary for Medicare claim submissions in the first quarter of the calendar year due to calendar year deductible timelines. This could be subject to 5 weeks delay and is standard billing expectation.

III. Clean claim information is necessary for billing and claim submission timelines to start and is further defined by DMMB as defined below:
    a. Complete insurance information including policy number, submission address and verified active status
    b. Applicable ICD10 vetting
    c. Self-pay searched through the major payors
    d. Determination that no conflicts exist with multiple payor codes
IV. DMMB agrees that account notes will be placed in the billing system when dunning processes are delayed outside of the timeline listed in the Service Agreement or as further described in this billing guideline.

Billing – Hardship - Guideline

October 2, 2019

BACKGROUND
Williamson County EMS participates in Health and Human Services Commission (HHSC) Texas Ambulance Supplemental Payment Program for additional revenue to support a portion of uncompensated costs associated with providing Emergency Medical Services. WCEMS, WC Auditors and DMMB submit annual cost reporting. Starting October 1, 2019, new rules will take effect that require participating ambulance providers to have an approved financial hardship policy and process to screen accounts based on guidelines from Healthcare Financial Management Association. The policy and process were approved by Williamson County Commissioners on July 30, 2019. The policy, process and guidelines will only be in effect as long as WCEMS participates in the program.

- Program changes are expected to impact WCEMS future write off code balances and trends.
- DMMB will review Hardship applications and supporting documents for approval.

- DMMB will maintain original financial documents for a minimum of fiscal year end (FE) + 3 years.
- DMMB will provide WCEMS a complete copy of documents by secure file transfer on a monthly basis.
- DMMB and WCEMS will follow best practices for securing patient account and financial information.

CARES Act COVID-19 Billing Guideline

June 2, 2020

BACKGROUND:
The reimbursement for COVD19 patient's disallowed insurance amounts will be "paid" via the Tranche 1 funding of the CARES act. Under the terms and conditions of the CARES act, the patient is not responsible for the amounts their carrier deems disallowed; and those amounts cannot be pursued by the TPA attempting to collect from the patient. The maximum amount of the Tranche 1 distribution that is anticipated to be used for the offset is $121,000. When the TPA offsets COVID patient's disallowed amounts against funds received, they will be reimbursed at the current contracted rate less a 40% bad debt allowance or 3.45%. The maximum reimbursement to the TPA for crediting accounts with CARES 1 funds would be $4174.50 or $121,000.00 X the 3.45% negotiated commission. These credits will be applied via a new county approved credit code for ease of audit compliance and reconciliation. Should any additional future funding infusions, such as Tranche 2 or other as yet unidentified resources, be used to offset patient balances against a lump disbursement; those receipts would also be credited and billed to the county at 3.45%.

Codes

- PUCOV - Payment via uninsured COVID funding
- AUCOV - Adjustment for capitated uninsured COVID payment
- PDCOV - Payment via CARES 1 funding for insurance disallowed amounts – described above

**Additional codes will be added as necessary to track individual funding sources

COVID19 Identification, Claims Processing and Tracking

WCEMS collaborates with Williamson County and Cities Health District to identify COVID and presumptive COVID patients. WCEMS utilizes weekly reports based on ePCR documentation in the medical record to include outbreak screening data. DMMB utilizes

the information available in the ePCR and supplemental information provided by the WCEMS Compliance Officer to aid in coding.

DMMB utilizes the ICD10 codes recommended by the CDC, including the individual signs and symptoms and the newly introduced COVID positive code U07.1 when applicable. In addition, we are utilizing the precaution ICD10 codes recommended, Z20.828 or Z03.818.

DMMB is applying internal narrative tracking codes and unique workflow in addition to the billable codes in insurance claim files.

WCEMS will reconcile monthly with DMMB patient accounts with the approved COVID funding codes for reimbursement at the 3.45%. The monthly source document prepared by DM and retained by WCEMS will be titled "COVID Credits on Disallowed Balances."

WCEMS will track and document each expenditure of funds received from CARES for accounting and audit purposes to ensure utilization in accordance with the terms and conditions.

EMS Billing Rates:

CHARGE	ITEM #	DESCRIPTION
		BASE RATE / MILEAGE
$87.50	100	SWAT / LE / FD - NO TRANSPORT FEE
$15.00	101	MILEAGE (Loaded miles)
$795.00	102	BLS BASE RATE
$895.00	103	ALS / MICU BASE RATE
$282.50	104	AMBULANCE RESPONSE FEE
$400.00	106	EXTRACATION (Prolonged)
$146.00	107	EXTRA ATTENDANT
$140.00	108	UNIT DECONTAMINATION
		CARDIOVASCULAR
$169.00	806	CPR
$325.00	800	ECG Monitor / Interpretation / 3 or 4 Lead / Defibrillator / External Pacing
$65.00	801	ECG / 12 Lead Interpretation
$120.00	807	Pericardiocentesis
		IV THERAPY
$0.38	708	1-3cc Syringe / Needle
$0.17	709	5-10cc Syringe / Needle
$0.27	710	20-35cc Syringe / Needle
$3.96	702	Betadine swabs / wipes
$28.00	706	Blood Draw Procedure
$25.00	707	Collection Tubes
$280.00	700	IV Start
$330.00	704	IO Start (EZIO)
$75.00	701	IV/IO Monitoring
$1.23	703	IV Arm Board
		MEDICATIONS
$12.03	902	Adenosine (Adenocard)
$3.00	929A	Afrin (Oxymetazoline)
$0.37	900	Albuterol
$4.71	903	Amiodarone (Cordarone)
$0.05	904	Aspirin

$118.98	905A	Atropine (Multi Dose Vial 8MG/20ML)
$0.38	906	Atrovent (Ipatropium bromide)
$2.55	907	Benadryl (Diphenhydramine) Injection
$0.05	907BB	Benadryl (Diphenhydramine) Liquid
$2.25	907B	Benadryl (Diphenhydramine) Tablet
$30.72	908	Calcium Chloride
$6.87	911	Cardizem (Diltiazem)
$4.80	333	Dexamethasone (Decadron)
$6.39	908A	Dextrose 10%
$53.04	913	Epinephrine 1:1
$15.75	914	Epinephrine 1:10
$25.14	334	Esmolol
$5.13	915A	Fentanyl (Sublimaze)
$367.90	916	Glucagon (GlucaGen)
$7.65	916B	Haloperidol (Haldol)
$2.25	917A	Hydrocortisone 1.0% cream
$1,651.66	330	Hydroxycobalamin
$2.25	917B	Ibuprofen
$12.72	917C	Ketamine (Ketalar)
$15.72	917D	Lasix (Furosemide)
$66.90	924	Levophed (Norepinephrine)
$8.55	918	Lidocaine (Xylocaine)
$2.25	919A	Loperamide Hydrochloride (Imodium)
$5.34	920	Magnesium Sulfate
$3.87	937	Midazolam (Versed)
$103.14	922	Narcan (Naloxone)
$6.39	923	Nitroglycerin
$65.13	352	Nitroglycerin Bolus
$6.30	925	Normal Saline 100 Ml IV
$14.01	926	Normal Saline 500 Ml IV
$12.03	926A	Normal Saline 1000 Ml IV
$9.90	928	Normal Saline Irrigation
$9.90	926	Oral Glucose (Glutose)
$3.75	326	Reglan (Metoclopramide)

$20.49	930A	Rocuronium (Zemuron)
$0.90	931	Saline Flush 3cc / 5cc / 10cc
$28.32	932	Sodium Bicarbonate
$27.30	933	Solu-Medrol (Methylprednisolone)
$15.63	1000	Terbutaline
$21.87	935A	Tetracaine
$111.00	348	Tranexamic Acid (TXA)
$2.25	900A	Tylenol (Acetaminophen) Tablet
$0.39	900AA	Tylenol (Acetaminophen) Liquid
$1.59	938	Zofran (Ondansetron) IV
$0.48	938A	Zofran (Ondansetron) Tablet
$165.12	353	Zyprexa (Olanzapine)
		MISCELLANEOUS
$2.19	506	Bed Pan
$14.85	502	Blanket
$0.54	500	Cold Pack
$150.00	309	Commercial Restraints
$1.44	504	Emesis bag
$2.50	507	Gloves
$53.00	512	Glucometer
$39.60	351	Infant Warming Blanket
$16.08	508	Linen Kit
$46.44	513	Mega Mover
$24.48	501	O.B. Delivery Kit
$9.39	509	PPE
$1.02	505	Urinal
		RESPIRATORY
$300.00	608	Advanced Airway
$70.23	604	Bag Valve Mask
$1.50	605	Bulb Syringe
$270.00	612	CPAP / BiPAP
$285.00	609	Cricothyrotomy Procedure / Kit
$0.39	602	Disposable Airway Opa/Npa
$200.00	614	End Tidal / Co2 Monitor / Supplies

$12.69	514	MAD Intranasal Device
$5.04	603	Nasogastric / Orogastric Tube
$55.00	610	Nebulizer (Inline - NRB)
$135.00	600	Oxygen Administration
$99.00	601	Pulse Oximeter
$80.00	607	Suction Procedure
		TRAUMA - BANDAGING / SPLINTING / IMMOBILIZATION
$5.00	400	4X4 Non Sterile Gauze
$7.00	401	4X4 Sterile Gauze
$10.00	402	10X30 Trauma Dressing
$3.81	331	Burn sheet
$11.25	300A	C-Collar only
$120.00	511	Chest Needle Decompression
$32.94	349	Chest Seal (Halo)
$57.00	332	Dermabond (Cyanoacrylate)
$11.52	335	Forceps / hemostats curved 8.5"
$9.90	336	Irrigation Cup
$9.30	322	Israeli Pressure Dressing
$153.33	308	KED
$0.42	403	Kerlix Bandage Sterile
$0.69	337	Nasal Clamp
$160.95	338	Pelvic Sling
$97.26	405	Quick Clot Gauze
$19.50	310	SAM Splint
$225.00	300	Spinal Immobilization / supplies
$1.68	301	Tape / Coban
$61.35	406	Tourniquet CAT
$31.17	305	Tourniquet SWAT T
$135.00	303	Traction Splint
$0.57	404	Triangular Bandage
$22.05	340	Wound stapler
$231.72	341	X-Stat

2. Evaluated Factors

Questions	MAX		1. DM Medical Billi...		2. Credit Bureau Sy...		3. Digitech Compute...		4. CHANGE HEALTHCAR...	
2.1. Scope of Services	✓	720	✓	523....	×	515	×	482.5	×	475
Total score	✓	720	✓	523....	×	515	×	482.5	×	475

Commissioners Court - Regular Session **15.**

Meeting Date: 01/12/2021

CPR Class Fees

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to adopt a fee schedule for services provided by Williamson County EMS related to CPR classes, effective January 18, 2021.

Background

Due to increased costs of supplies for AHA materials the cost of classes are being adjusted to cover the increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fee Schedule

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/06/2021 05:51 PM
Form Started By: Michael Knipstein		Started On: 01/06/2021 02:56 PM
Final Approval Date: 01/06/2021		

Williamson County EMS CPR Class Fees

FEE DETAIL	BLS Provider	BLS Renewal	HeartCode BLS	BLS Instructor
eCard	$2.60	$2.60	$2.60	$2.60
Student Manual	$16.00	$16.00		
1-way valve	$1.00	$1.00	$1.00	$1.00
Adult Manikin Airway + face shield	$1.40	$1.40	$1.40	$1.40
Infant Manikin Airway + face shield	$1.00	$1.00	$1.00	$1.00
AED trainer pads	$2.00	$2.00	$2.00	$2.00
Bag Valve Mask (adult, child, infant)	$2.00	$2.00	$2.00	$2.00
Infection Control	$2.00	$2.00	$2.00	$2.00
Classroom Instruction fee	$12.00	$7.00	$13.00	$69.00
BLS Instructor Package				$135.00
BLS Instructor Essentials Online				$34.00
	$40.00	$35.00	$25.00	$250.00
Length of Class (hrs)	4.25	3	2.5	8

Commissioners Court - Regular Session **16.**

Meeting Date: 01/12/2021

Malpractice Insurance for Williamson County Hazmat FY21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Specific Malpractice Insurance Coverage for Williamson County HazMat Team from Higginbotham Insurance for the annual premium of $2,571.00.

Background

Purchasing solicited quotes for coverage of malpractice insurance. The request was issued for a period of 1 week and specifically submitted to those vendors known to provide the type of coverage required by the County. As a result, the recommendation is to accept the coverage quoted for FY21 by Higginbotham for HazMat Team workers, in the amount of $2,571.00 for the annual premium. Funding source 01.0100.0542.004412. Department point of contact Hank Jones.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 10:55 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:59 AM
Form Started By: Andrew Portillo		Started On: 01/06/2021 10:22 AM
Final Approval Date: 01/07/2021		

INSURANCE PROPOSAL

Prepared for:

Williamson County Haz Mat Team

HIGGINBOTHAM®
Global Reach. Local Touch. Single Source.

7528 Bosque Blvd., Waco, TX 76712
(254) 751-1710 | www.higginbotham.net

YOUR BUSINESS INSURANCE SERVICE TEAM

Core Service Team		
Austin Malone, CLCS *Associate*	(254) 744-5688	AMalone@higginbotham.net
Brenda Andrade *Account Manager*	(254) 870-4717	BAndrade@Higginbotham.net
Cadda Eary *Customer Service Representative*	(254) 386-1026	Ceary@Higginbotham.net
Cadda Eary *Customer Service Representative*	(254) 386-1026	Ceary@Higginbotham.net

SUPPLEMENTAL TO PROPOSAL

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all terms and conditions or exclusions of each proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all terms, exclusions and conditions of such proposed policy(ies). All coverages, coverage forms, rates, rating procedures, rating plans, deductibles and other provisions will apply in conformance with those used by the various Insurance Companies and authorized by the State Regulatory Authorities. Any provision contained herein which conflicts with State Regulations will be amended as required to conform.

Higginbotham receives a commission based on a percentage of the premium from insurance companies for placement of insurance and service of our clients. Higginbotham may be eligible for additional compensation, bonuses or awards based on volume and profitability of business placed with some insurance providers.

PREMIUM SUMMARY - COMPARISON

Coverage	Renewal		Expiring	
	Exposure	Premium	Exposure	Premium
Package		$1,738		$1,730.
Inland Marine		$833		$759.
Total		*$2,571.*		*$2,489*

COMPANY BILL PAYMENT OPTIONS

1. Pay In Full

PAY ON-LINE

https://higginbotham.epaypolicy.com *CLIENT CODE: WILLCOU-04*

Note

* *Coverage(s) premiums written on a Company Bill basis are the sole responsibility of the insured. Premiums will be billed directly from the insurance carrier with no premium payment reminders provided by Higginbotham.*

COMMERCIAL PACKAGE

Date: 12/18/2020

Insurance Proposal For:

Williamson County Fire Marshal Special Operations
3189 SE Inner Loop
Georgetown, TX 78626

Presented By: Higginbotham Insurance Agency, Inc. 500 West 13th Street Fort Worth, TX 76102 Phone: (800) 247-0712 Fax: (214) 987-2834	**Emergency Services Insurance Program** McNeil & Company Insurance and Risk Services P.O. Box 5670 67 Main Street Cortland, NY 13045 Phone: (800) 822-3747 Fax: (607) 756-5051 Website: www.esip.com
Carrier: Arch Insurance Company A.M. Best Rating: A+ Superior	

This proposal is valid for 90 days.

DISCLAIMER

GENERAL CONDITIONS:

This proposal is based on information provided to McNeil & Company by your Agent. An application signed and dated by an official of the entity and the agent/broker must be received prior to binding coverage.

The quotation in this proposal does not necessarily match the coverages or limits requested in any bid specifications and/or application.

Each individual policy contains the actual terms, conditions and exclusions. This proposal highlights certain features and benefits of the program.

Final premium is subject to adjustment based on any changes to limits and coverages received subsequent to the release of this proposal.

OUR PROMISE

We developed your Insurance Proposal based on information provided by your ESIP insurance agent. We depend on your agent's knowledge of your organization and on interviews with your organization's personnel, to design the best policy and coverages for you. If you have any questions or concerns about the adequacy or appropriateness of the proposed coverage, please discuss them with your ESIP agent. Many of the policy features can be customized to meet your special needs.

In this proposal we outline the various coverages being offered. However this document can not take the place of an actual policy. Only an actual policy contains all of the terms, conditions, and exclusions that affect your coverage. Please review your policies carefully with your agent to be certain that you clearly understand your insurance program.

We believe that the Emergency Services Insurance Program (ESIP) provides emergency service organizations such as yours with the best insurance products available. We promise that you will find our coverage and service to be beyond your expectations!

For more information about ESIP's products and services, visit us on the Internet at www.esip.com.

Named Insured will read on the policy as:

First Named Insured:

Williamson County Fire Marshal Special Operations

Other Named Insured:

Williamson County Haz Mat Team

Other Named Insureds should include all legal entities under which you operate or own property, including any Fire Company, Volunteer Association, Auxiliary, or Cadet Program. If the named insureds shown above are not correct please advise your ESIP agent.

Limits of Insurance

General Aggregate	$10,000,000
Products/Completed Operations Aggregate	$10,000,000
Each Occurrence	$1,000,000
Personal & Advertising Injury	$1,000,000
Damage to Premises Rented to You *	$100,000
* Damage by Fire, Lightning or Explosion	
Medical Expense	$5,000

Schedule of all Premises you Own, Rent or Occupy

Location 1: 3189 SE Inner Loop, Georgetown, TX 78626

Coverages Included

Watercraft

Owned Watercraft less than 35 feet

Owned Unmanned Aircraft (Drones)

Contractual Liability

Fund Raising Activities

Host Liquor Liability

Temporary Liquor Liability for Events Lasting 10 Days or Less

Members as Insureds

Includes Physicians acting within the scope of their duties for Insured

Fire and Rescue Service Liability

Emergency Services E&O
Medical Malpractice Liability
Dispatcher's Liability
Medical Director's E&O
Good Samaritan Liability

Emergency Services Liability

Directors and Officers Liability
Spousal Liability
Estates, Heirs & Legal Representatives Liability
Employee Benefits Liability
Employment Related Practices Liability
Unintentional Release of Individually Identifiable Health Information
Outside Directorships
$100,000 Non-Monetary Relief

Coverages Included

Pollution Liability

On-Premises

Includes Above Ground Fuel Storage Tanks

Off-Premises

$1,000,000 Sub-Limit for Corrective Action Costs

Includes short term pollution events arising from pesticide or herbicide application

Injury to Volunteers

Fellow Member Liability

Bodily Injury and Property Damage

Property Damage to Rented Premises (other than fire) $50,000

Enhanced Property Damage

Use of Reasonable Force to Protect Persons or Property

Bail Bonds - $5,000

Your Expenses - $1,000 per day

Blanket Additional Insured

Persons or Organizations - As Required by Contract

Managers, Landlords or Lessors of Premises

Lessors of Leased Equipment

Waiver of Subrogation

Newly Acquired/Formed Organizations - 180 Days

Duties in the Event of an Occurrence, Offense, Claim or Suit

Limits Persons Required to Give Notice

Liberalization

Bodily Injury Includes Mental Anguish

Coverages Included

Damage to Customer's Autos - $50,000

Additional Terms and Conditions

Exclusion: Law Enforcement Liability

Coverages Included

Network Security & Data Breach Liability

Network Security & Data Breach Liability Each Event Limit	$1,000,000
Network Security & Data Breach Liability Aggregate Limit	$10,000,000
Network Security & Data Breach Liability Retroactive Date	10/31/2014

Provides liability coverage for third party claims or suits involving:

- Disclosure, loss or theft of personally identifiable or confidential corporate information in your care, custody or control which is obtained or released from your computer system
- Failure to disclose or warn of the actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information
- Violation of any federal, state or local privacy statute addressing disclosure or misappropriation of personally identifiable or confidential corporate information
- Transmission of malware from your computer system
- A denial of service attack which blocks access to your website or computer system

Coverage applies to personally identifiable information of your members.
Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

Privacy Event Mitigation Expense

Privacy Event Mitigation Expense Each Event Limit	$50,000
Privacy Event Mitigation Expense Aggregate Limit	$50,000
Privacy Event Mitigation Expense Retroactive Date	10/31/2014

Provides coverage for reasonable and necessary fees and expenses for:

- Computer forensic analysis of your computer system to determine the cause and extent of the privacy event
- Review of the privacy event by an approved crisis management or legal firm to advise you of the appropriate response
- Travel by your directors, executive officers or employees which is done to mitigate the damage of a privacy event
- Costs associated with notifying affected parties of the privacy event
- Expenses for services, such as credit monitoring, provided to individuals for the purpose of mitigating the effect of a privacy event on them

Coverage applies to events first discovered and reported during the policy period or any extended reporting period.

Limits of Insurance

Valuation	Guaranteed Replacement Cost
Deductible (Single Occurrence)	$250

Coverage Extensions

Commandeered and Impounded Property

Primary Coverage

Actual Cash Value or Legal Liability - Whichever is Greater

Adjusted Based on Owner's Policy Provisions if Other Than ACV

Loss of Use and Income

Includes Member's ATV's, Watercraft, Golf Carts and Snowmobiles

Member's Personal Property

Cost to Repair or Replace

$0 Deductible

Includes ATV's, Watercraft, Golf Carts and Snowmobiles

Patient's Property	$50,000
Computers in Transit	$25,000
Rental Reimbursement - Member's Vehicle	$10,000
Cost to Recertify	$10,000
Permanently Installed Property Off Premises	$200,000
Drones	$25,000
Additional Living Expenses - Members	Up to $1,000
Deductible Reimbursement - Members	Up to $1,000

Damage to Member's Primary Residence

Responding to, while at or returning from an emergency

Waived Deductible	Up to $1,000

Waiver applies to not more than 3 claims across all lines in any one policy term

Applies if previous 2 policy periods with us were loss free

McNeil & Co.'s commitment to our client doesn't end with our comprehensive, industry-tailored polices. More than any other insurance company, we want to help you mitigate risk, increase safety, and control losses. We are proud to offer a variety of valuable Risk Management Services with every policy we write.

ESIP RISK MANAGEMENT SERVICES

- Designated Account Safety Specialist
- Wheelchair Van Safety & Security Checklist
- Motor Vehicle Record (MVR) Reviews
- Sample Policies & Policy Reviews
- Hazardous Materials & Incident Command Pocket Guides
- Specialized Safety Forms, Checklists, and Self-Inspection Sheets
- Driver Training & Evaluation Info, including EVOC, accident investigation guides, etc.
- Risk Management Surveys & Recommendations, to help identify potential areas of loss
- Employment Practices Hotline
- Alcohol Server Training
- Sample Liability Waivers
- Safety Posters

Don't Forget About

E-Learning is our internet-based training and tracking management platform with instant, 24/7 access to a wide range of courses. This platform enables your members to access vital information and training anywhere with an internet connection, including via most mobile devices. Our management tools empower your organization's leaders to create customized training programs, track user activity, and easily maintain detailed records. We also offer document dropbox for uploading your own policies and training materials. Training specialists are available to help set up E-Learning for your organization, lead system walkthroughs and tutorials, and provide technical support. Best of all, these services come at no additional cost to you!

For more information on our Risk Management Services or E-Learning, visit esip.com or call 1-800-822-3747 ext. 176.

PREMIUM SUMMARY

Policy Premium

	Premium	Includes TRIA of	Fees
Commercial Package	$1,738	$2	
Commercial Inland Marine	$833	$20	
Total:	$2,571	$22	

Additional Coverage Lines Available

Commercial Property

Crime

Business Automobile

Commercial Umbrella

Accident & Health

Group Life

24hr AD&D

NetSafe Cyber Liability

RECOMMENDATIONS

PROPERTY & CASUALTY COMMON INSURANCE COVERAGE RECOMMENDATIONS

- Property Coverages
- Liability Coverages
- Cyber / Identity Theft / Crime
- Automobile Coverage
- Workers' Compensation Coverages
- Umbrella
- Directors & Officers Liability / Employment Practices / Fiduciary
- Foreign Coverages

BOND RECOMMENDATIONS

- Contract
- Court
- Fidelity
- Financial Institution
- License & Permit
- Probate
- Public Official
- Surety

EMPLOYEE BENEFITS RECOMMENDATIONS

- HR Services
- Group Medical
- Group Dental
- Group Life and Accidental Death & Dismemberment
- Long Term Care
- Section 125 Cafeteria Plans
- Short Term Disability
- Vision
- Individual Medical/Dental

LIFE DEPARTMENT RECOMMENDATIONS

- Business Planning
- Estate Planning

RETIREMENT PLAN SERVICES RECOMMENDATIONS

- Qualified Plans
- Non-Qualified Plans

PERSONAL LINES INSURANCE RECOMMENDATIONS

- Automobile
- Home
- Flood/Earthquake
- Umbrella
- Farm & Ranch
- Watercraft/Recreational Vehicles
- Personal Articles Floater

INSURANCE CERTIFICATE MANAGEMENT RECOMMENDATIONS

CertCon Services (an affiliate of Higginbotham)

- Reviews Certificates of Insurance to ensure that the requirements in Master Service Agreements, leases, subcontracts and other agreements are met
- Provides web access to the compliance status of any vendor, tenant or subcontractor
- Controls insurance costs by avoiding unnecessary claims payments under the policy
- Helps reduce premiums and keeps clients insurable

Certificate Processing

- Helps to implement industry-specific agreements
- Requests and receives certificates from vendors, tenants, subcontractors, suppliers and others
- Analyzes certificates for compliance with agreements
- Mails or emails non-compliance reports requesting corrections
- Monitors expiration dates and requests renewal certificates
- Re-analyzes certificates upon renewal of insurance
- Updates clients of the insurance status (e.g. compliance standing, contract information, requirements, etc.) via website login

CertCon Services Contact

Rick Carson, Director of Operations
817-810-0870
rcarson@certcon.com

RISK MANAGEMENT INFORMATION SYSTEMS

MyWavePortal®

MyWave is a personalized Web site that allows you to click, connect and communicate with Higginbotham. It's designed to offer you time-saving resources that build convenience into managing your everyday work tasks—whether you want to collaborate with our agency online, quickly access timely news, information and resources, or connect with more than 100,000 peers in your industry.

- Collaboration Center
- Survey Benchmarking
- Community

MyWaveRM®

Whether you're looking for flyers to help support your employee safety programs or searching for Workers' Compensation information, MyWave's Risk Management Center combines efficiency with user-friendly tools and resources you will use time and time again.

- Safetyzone
- Documents on Command
- Resources
- Online Services

MyWaveOSHA®

To help you simplify and manage your OSHA reporting, we've gathered the occupational safety resources you need into one easily-accessible spot, with functionality and content designed to help you efficiently meet your OSHA reporting needs.

- Local and Resourceful
- OSHA Log Forms
- Reports and Analyses
- FAQs

SUCCEED RISK MANAGEMENT CENTER™

The Risk Management Center is a repository of tools that empowers you to proactively manage your risk exposures and reduce claims, losses and associated costs. Too, importing your claims data into the Center reveals the root causes of your losses through vivid reports. This information assists in determining the effectiveness of your overall property and casualty insurance programs and provides vital information for making loss control and risk management program changes. Nearly every exhibit contains brilliant charts to make the data easier to comprehend.

- Online Training Library
- Incident Tracking/Trending and Claims Reporting
- Employee Training Management
- Safety Data Sheet Management
- Behavior Based Safety Track
- Job Description Track
- Certificate of Insurance Management

Commissioners Court - Regular Session **17.**

Meeting Date: 01/12/2021

2022 HazMat Monitor Maintenance Homeland Security Grant Resolution

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

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2022 HazMat Monitor Maintenance Project grant #4208901

Background

This project is submitted annually to the Capitol Area Council of Governments Homeland Security Task Force for funding consideration to maintain the hazardous materials monitoring equipment used by the Williamson County HazMat and Regional Response Teams. The maintenance of current equipment is a priority at the state and regional level.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2022 Monitor Maintenance Resolution

Internal Grant Application

Monitor Maintenance Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/06/2021 05:46 PM
Form Started By: Hank Jones		Started On: 01/05/2021 04:09 PM
Final Approval Date: 01/06/2021		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Monitor Maintenance Project. The (HSGP) grant application number is 4208901.

WHEREAS, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP); and

WHEREAS, The Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) in full; and

WHEREAS, The Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Monitor Maintenance Project.

Adopted this 12th day of January, 2021.

_____

Bill Gravell Jr.
Williamson County Judge

Grant Title/Project Name:	Hazmat Monitor Maintenance
Department:	542 - Fire Marshal Special Operations
Requestor:	Michael Wofford
Contact Email:	mwofford@wilco.org
Contact Phone Number:	512-844-2676
Start Date:	1/1/2022
End Date:	12/31/2022
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	Homeland Security Grant for a 1 year monitor maintenance contract to calibrate/maintain all Hazmat monitoring equipment for the Williamson County Regional Hazmat Team.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$31,000.00
Please provide a breakdown of the total cost above.	This Grant will provide a monitor maintenance contract that will cover all of the Hazmat detection monitors listed in the maintenance contract and provides the following. Please see the attached contract for more information. • 90 Day On-Site Service and Calibration • Event Monitoring Support, as needed • Annual Gas monitoring and equipment training class • 24/7 Live support with RAE Certified Technician and Certified Hazmat Technician • Loaner Equipment provided for down equipment
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	

Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	None
How is this item request different from any similar assets currently in the County and/or region?	This will help ensure that the Williamson County Hazmat Team has well maintained and up to date equipment that is ready for response 24/7.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	This contract provides the calibration gases, equipment and personnel with the training to perform calibrations and repairs to our technical equipment. We do not have the qualifications to do so.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	This will create less work and liability for our department by having a 3rd party maintain and repair our specialized equipment.
Where will the item be stored?	N/A
What is the useful life of the item?	1 year

Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	No
How will this item be funded when the grant ends?	We will continue to apply for Homeland Security Grant funds to assist in the sustainment cost of our Regional Hazmat Team for CAPCOG.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
ID	64
Version	3.0
Attachments	False
Created	12/29/2020 10:28 AM
Created By	Michael Wofford
Modified	1/4/2021 11:31 AM
Modified By	Michael Wofford

FARRWEST

Multi-Year Equipment Calibration & Maintenance Program

This equipment calibration and maintenance program is made according to the following terms between Williamson County and FarrWest Environmental Supply, Inc (Farrwest). The following outlines the equipment and services contemplated under this agreement by FarrWest in addition to the responsibilities assigned to Williamson County. This program will begin on **January 1st 2022** and be current for no less than 12 months, with 3 renewal options.

Maintained Equipment

Equipment owned and operated by Williamson County, calibrated and maintained by Farrwest.

- 4 x RAE Systems AreaRAE Pro Monitors (Sensors: 10.6eV PPB PID, CO, CL2, LEL, O2, Gamma)
- 5 x RAE Systems AreaRAE Plus Monitors (Sensors: 10.6eV PID, CO, H2S, LEL, O2)
- 1 x RAE Systems QRAE 3 monitor (Sensors: CO, H2S, LEL O2)
- 1 x RAE Systems QRAE 3 monitor (Sensors: CO, HCN, LEL O2)
- 3 x RAE Systems MultiRAE Lite monitors (Sensors: LR PID, CO, H2S, LEL O2), pumped
- 5 x RAE Systems MultiRAE monitors (Sensors: HR PID, CO, H2S, LEL O2), pumped
- 4 x RAE Systems MiniRAE 3000 PID monitors (Sensors: HR PID 10.6eV)
- 5 x RAE Systems RAE Link 3 wireless modems
- 2 x RAE Systems SensorRAE stations (Sensors: Cl2, HCN)
- 5 x RAE Systems AutoRAE 2 Calibration Stations and Cradles
- 2 x Smiths Detection RadSeeker Isotope Identifier (verification only)
- 1 x Smiths Detection Hazmat ID Elite (full Warranty and Reachback)
- 2 x Ludlum Measurements 2241-3RK radiation detectors
- 1 x Ludlum Measurements 26-1 Pancake radiation detector
- 16 x Thermo Scientific RadEye GF-EX (annual factory calibration)
- 4 x Thermo Scientific RadEye SPRD (annual factory calibration)
- 4 x Sensit Gold gas leak detectors (Sensors PPM LEL, O2)
- 1 x Ohio Lumex RA-915M Mercury Vapor Analyzer (annual factory calibration)
- 1 x Rigaku Prgogeny RESQ (full Warranty and ReachBack)

Calibration-Only Equipment

Equipment whose repair cannot be guaranteed due to unreliable supply of repair parts.

- 3 x ATI PortaSens II (Sensors: F2)

Supplied Consumables

- Calibration/ Bump test gas for each sensor type, amount specified below:

Calibration Gas Type	Amount Supplied	Equipment Used
66L 4-Gas Mix	5 per year	AreaRAE Series, MultiRAE Series, QRAE III, Sensit Gold
66L Isobutylene 10 ppm	4 per year	AreaRAE Series
66L Isobutylene 100 ppm	4 per year	AreaRAE Series, MultiRAE Series
66L Hydrogen Cyanide 10 ppm	2 per year	QRAE III
66L Chlorine 10 ppm	1 per year	AreaRAE Series, MultiRAE Series

Supplied Program Services

- 90 Day On-Site Service and Calibration
- Event Monitoring Support, as needed
- Annual Gas monitoring and equipment training class
- 24/7 Live support with RAE Certified Technician and Certified Hazmat Technician
- Loaner Equipment provided for down equipment
- Yearly replacement of batteries in all alkaline battery units without battery level indicator (Sensit, PortaSense)

Performance Standards

(a) Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.

(b) FarrWest will perform repairs for damage or failure occurring during *normal usage of equipment*. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site, but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired.

(c) FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, ***including*** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.

(d) Instruments marked *Verification-only* will be maintained to their manufacturers specifications, usually a yearly calibration or optimization. These instruments will also receive an operational test during the normal service cycle. ***For any repairs on verification-only equipment in excess of $300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.***

(e) All radiation equipment that requires calibration will be sent to a 3rd party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***For any repairs on radiation equipment in excess of $300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.***

(f) All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. ***For any repairs on chemical and biological equipment in excess of $300, an estimate will be submitted to Williamson County and will be invoiced separately pending approval.***

(g) Due to cost and technology involved, FarrWest will not be responsible for the repair or maintenance of weather related modules or attachments bundled with gas detection, radiation, chemical and biological, or any other equipment. This includes, but is not limited

too RAEMet Sensors. ***For any repairs on weather stations, sensors, modules or other weather sensing/reporting equipment an estimate will be submitted to Williamson County and will be invoiced separately pending approval.***

(h) Instruments labeled by the manufacturer as "discontinued" or having reached "end of life" cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as "calibration-only". Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.

(i) All supplied equipment (Farrwest owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (Williamson County owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. The cost for replacement accessories beyond this dollar amount will be the responsibility of Williamson County and will be invoiced separately.

Program Updates or Alterations

(a) Sensor-type changes (i.e.. replacing a Hydrogen Sulfide (H2S) sensor with a Ammonia (NH3) sensor) can be done at the request of Williamson County on supported equipment, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.

(b) If *additional* equipment is added to this program during the course of the contract, the contract will be amended for the cost of maintaining the new equipment. The maintenance pricing of additional equipment will be charged in accordance with current contract pricing and will be prorated for the remainder of the contract. Any other associated costs with the equipment upgrade such as additional calibration gases or consumables will be the responsibility of Williamson County.

Documentation and Support

(a) FarrWest will maintain all service records and provide a copy of those records to Williamson County**.** Farrwest will also provide a login to the Farrwest customer portal in order to obtain copies of calibration and repair documents.

(b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only equipment will only receive a loaner after a repair invoice has been approved. Due to variety of equipment, exact loaner types may vary, below is the expected loaner type for each type of equipment:

Williamson County Instrument	FarrWest Loaner
AreaRAE Pro, AreaRAE Plus	RAE Systems AreaRAE Series
QRAE III	RAE Systems QRAE III
MultiRAE Lite, MultiRAE	RAE Systems MultiRAE Series
MiniRAE 3000	RAE Systems MiniRAE Series
RAE Link III	RAE Systems RAE Link III
SensorRAE	No Loaner Available
AutoRAE 2 Controllers, Cradles	RAE Systems AutoRAE 2 Controller/Cradle
Gold	Sensit Technologies Gold Series

RadSeeker	Smiths Detection RadSeeker
HazMatID Elite	Smiths Detection HazMatID Elite
RESQ	Rigaku RESQ
2241-3RK	Ludlum 2241-3RK or 14C-3RK
26-1	Ludlum 2241-3RK or 14C-3RK
RA 915M	Jerome 405 Mercury Vapor Analyzer

(c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.

(d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain a Pro-Board Certified Hazmat technician on staff for any technical questions.

Customer responsibilities:

(a) **Lost, stolen, or destroyed equipment – Williamson County** agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.

(b) **Return of Equipment** –

- **At Termination – Williamson County** agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement. This may occur at the conclusion of the contract or under written terms of cancellation agreed upon by both parties.
- **Loaner Equipment –** Williamson County agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from Farrwest's rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from the **Williamson County** in the form of a rental invoice.

(c) **Equipment Issues between service intervals -** Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth. **Williamson County** agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.

(d) **Renewal** – At the end of this 12 -month agreement, Williamson County will be given the opportunity to renew the maintenance program for an additional **3**, 12-month periods. These renewals will be automatic, payment of delivered invoice will signal acceptance of renewal.

(e) **Purchasing Contracts** – For ease-of-purchasing, FarrWest Environmental Supply is a vendor on both the Houston-Galveston Area Council (**HGAC**) Cooperative Purchasing Program and BuyBoard Cooperative Purchasing Program. FarrWest's HGAC contract number is EP11-17. FarrWest's BuyBoard contract number is 524-17. The price below reflects the discount pricing from these programs.

(f) **Annual Fee for Equipment and Service –**

- An annual payment of **$30,666.86** will be made to FarrWest for the above program. This payment can be made quarterly or monthly.

Additional Considerations

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

(b) 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, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

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

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

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

(f) **Compliance with All Laws**: Farrwest agrees, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements, including but not limited to compliance with regulations of the Texas Commission on Environmental Quality and the Occupational Safety and Health Administration. Additionally, Farrwest shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

(g) **No Agency Relationship & Indemnification**: It is understood and agreed that Farrwest shall not in any sense be considered a partner or joint venturer with Williamson County, nor shall Farrwest in any manner hold itself out as an agent or official representative of Williamson County. Farrwest shall be considered an independent Farrwest for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this agreement. Williamson 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 Farrwest or failure to act relating to the construction services being provided. Farrwest agrees to indemnify, hold harmless, and defend Williamson County against any claim, demand, loss, injury, damages, action, or liability of any kind against Williamson County resulting from any services Farrwest performs on behalf of Williamson County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FARRWEST AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS

DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO FARRWEST'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE FARRWEST, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

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

Commissioners Court - Regular Session **18.**

Meeting Date: 01/12/2021

2021 Portable High Pressure Mass Spectrometer Homeland Security Grant Resolution

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

Department: Fire Marshal Special Operations

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and appropriate action on adopting a resolution supporting the application for Homeland Security Grant funding for the 2021 HazMat Portable High Pressure Mass Spectrometer Project grant #4209401.

Background

These funds would be utilized to purchase a High Pressure Mass Spectrometer with Ion Mobility. This is a portable unit with the capability to detect and identify trace-levels of unknown vapors, solids and liquids, including CWA's (Chemical Warfare Agents), explosives, TIC's (Toxic Industrial Chemicals), and Illicit Drugs including Fentanyl. Currently, no hazmat teams in the region have the ability to identify trace-levels of the aforementioned items with a hand held unit that uses high pressure mass spectrometry. This unit would be utilized on hazmat/terrorism events as well as explosions and suspicious packages to help ensure we identify any potential threats to responders or the public. The addition of this monitor would give the Williamson County HazMat Team a NIMS Type 1 designation, the highest recognized HazMat response designation assigned by FEMA.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2021 Mass Spectrometer Resolution

Internal Grant Application

Mass Spectrometer Specification Sheet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/06/2021 05:48 PM
Form Started By: Hank Jones		Started On: 01/06/2021 08:37 AM
Final Approval Date: 01/06/2021		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Portable High Pressure Mass Spectrometer Project. The (HSGP) grant application number is 4209401.

WHEREAS, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Portable High Pressure Mass Spectrometer Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP); and

WHEREAS, The Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) in full; and

WHEREAS, The Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Portable High Pressure Mass Spectrometer Project.

Adopted this 12th day of January, 2021.

_____

Bill Gravell Jr.
Williamson County Judge

Grant Title/Project Name:	Portable High Pressure Mass Spectrometer
Department:	542 - Fire Marshal Special Operations
Requestor:	Michael Wofford
Contact Email:	mwofford@wilco.org
Contact Phone Number:	512-844-2676
Start Date:	9/1/2021
End Date:	8/31/2022
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	Homeland Security Grant to purchase a Portable High Pressure Mass Spectrometer for the Williamson County Hazmat Team.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$80,000.00
Please provide a breakdown of the total cost above.	908 DEVICES MX908-C HANDHELD IMS CHEMICAL IDENTIFICATION SYSTEM, INCLUDES 3-YEAR WARRANTY AND SUPPORT, ON-SITE TRAINING - $79,000 MX908 CHEMICAL TRAINING KIT - $500.00 MX908 TRACE SAMPLING SWABS, 100ct. - $500.00
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	None
How is this asset request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	This unit allows for Detection and Identification of Trace-Level unknown Vapors, Solids and Liquids, including CWA's (Chemical Warefare Agents), Explosives, TIC's (Toxic Industrial Chemicals, Illicit Drugs including Fentanyls. Currently, none of the Hazmat teams in the Region have the ability to identify Trace-levels of these items with a hand held unit that uses High Pressure Mass Spectrometry. This unit would be utilized on Hazmat/Terrorism events as well as explosions and suspicous packages to help ensure we identify any potential threats to responders or the public.
How often do these events occur?	Randomly
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	1 person. Our Hazmat Team would keep several people that are on duty 24/7 trained in the operation of the unit year round so that it can be utilized anytime it is needed.
Where will the asset be stored?	Hazmat Response Unit
What is the useful life of the asset?	10 - 15 years

Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	When possible, Hazmat billing would be used to recover costs from the responsible party after an incident.
Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	No, the unit does not require any kind of calibration or maintenance.
How will this asset be funded when the grant ends?	Budget funds would be used to purchase sampling swabs. We would aim to add in the annual warranty costs to our monitor maintenance grant each year after the initial 3 year warranty.
What is the impact if the grant is not received?	If we do not receive the grant, we would attempt to get grant funding again next year.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	

What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Small cost for consumables to run tests. Possibility of revenue from Hazmat Billing on certain incidents.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	None
What is the cost and frequency to maintain/update the additional equipment?	None
What is the impact of this grant application on other internal/county departments?	None
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
ID	65
Version	4.0
Attachments	False
Created	1/5/2021 12:04 PM
Created By	Michael Wofford
Modified	1/5/2021 5:24 PM
Modified By	Michael Wofford

SPEC SHEET

MX908

Next-Level HPMS For
All Hazard Trace Detection
and Identification

ALL HAZARD THREAT DETECTION

MX908™ leverages high-pressure mass spectrometry™ (HPMS) to deliver dramatically enhanced sensitivity and broader threat category coverage. This second-generation tool increases mission support with unmatched flexibility and trace detection power for elite responders in chemical, explosive, drug and priority hazmat scenarios. MX908 lightens the overall technology burden by displacing other less selective technologies from the response toolkit.

LIGHTENING THE LOAD

With the enhanced proficiency of HPMS, users can lighten the technology load of tools required downrange. With sensitivity levels comparable to ion mobility mass spectrometry (IMS) and significantly enhanced selectivity, MX908 can detect trace quantities (low - mid ppb) of priority threats amongst the myriad of interferents that plague other less selective technologies.

MISSIONS:

- Site exploitation
- EOD
- Border security
- HazMat response
- Checkpoint security
- Postal security
- Event security

THREAT CATEGORIES:

- CWA
- Fentanyls/Opiods
- Emerging threats
- Explosives
- TIC/TIM
- Precursors

OPERATIONAL STRENGTHS:

- Trace-level vapors, solids and liquids

ATTRIBUTES:

- Fast start up
- Rapid analysis
- Trace detection (low - mid ppb)
- Powered by mass spectrometry
- Heightened sensitivity and selectivity
- Unmistakable audio and visual alerts
- Simple interface
- Low maintenance

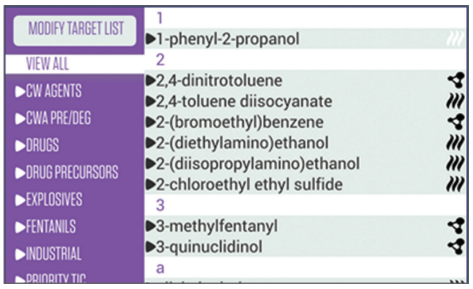
908devices

MX908

SPEC SHEET

MX908 is rugged and meets the requirements for use in harsh environments.

MX908 is equipped with modular accessories for ease of transition between solid and vapor sample types.



The enhanced selectivity of MX908 allows for even broader threat category coverage.

An obvious user interface guides users every step of the way to ensure proper use.

New MX908 Mission Modes enhance performance using specialized software configurations to optimize operational performance of existing hardware for specific mission objectives.

Drug Hunter: is a mission mode for the detection of drugs and pharmaceutical-based agents (PBAs) such as: fentanyl and fentanyl-analogues, along with other high priority drugs-of-abuse.

Explosives Hunter: is a mission mode for the detection of priority threats from military and commercial grade explosives, to homemade energetics and relevant precursors.

CWA Hunter: is a mission mode for the detection of priority chemical warfare agents, including real-time vapor quantification.

SPECIFICATIONS

Size	29.8 x 21.6 x 12.2 cm (11.8 x 8.5 x 4.8 in)
Power	Replaceable, hot swappable batteries with >3 hours of continuous operation (2 spare batteries included)
Display	Adjustable ultra-bright backlit display for direct sunlight and nighttime conditions, 12.7 cm (5 in)
Weight	3.9 kg (8.7 lbs), including batteries
Mass Spectrometer	Microscale Ion Trap Based
Mass Range	55 – 470 Da
Ionization Source	Non-radioactive, internal ionization, variable energy, dual polarity
Sample Introduction	Continuous gas/vapor analysis; rapid trace-to-bulk solid/liquid analysis via thermal desorption swabs
Alarm Type	Audio and visual for both detection and identification
Software	Embedded, self-contained, on-board analytics
Decontamination	IP-53 rated, chemical resistant housing spray/splash and wipe down
Operating Temperature	0°–40° C (32°-110° F)
Storage Temperature	-20°–60° C (-4°-140° F)

ABOUT 908 DEVICES

908 Devices Inc. is democratizing chemical analysis by way of mass spectrometry. We make products ranging from rugged, handheld chemical detection tools to compact, tiny footprint analyzers and fast separation devices. These purpose-built and user-centric devices serve a range of industries including safety and security, oil & gas, life sciences and other applied markets.

MX908 is subject to export controls including those of the Export Administration Regulations of the U.S. Department of Commerce, which may restrict or require licenses for the export of product from the United States and their re-export to and from other countries.
Patented technology www.908devices/patents
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Commissioners Court - Regular Session **19.**

Meeting Date: 01/12/2021

Agreement with CTRMA regarding off duty contracting

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an agreement with the Central Texas Regional Mobility Authority Regarding (CTRMA) for off-duty contracting services with Constable deputies.

Background

Agreement with Central Texas Regional Mobility Authority (CTRMA) to contract for off duty county vehicle use. This agreement was reviewed and approved for submission by Stan Springerley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CTRMA PCT 4 Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/06/2021 05:50 PM
Form Started By: Brian Olson		Started On: 01/06/2021 11:37 AM
Final Approval Date: 01/06/2021		

	§	**STANDARD AGREEMENT WITH**
STATE OF TEXAS	§	**THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**CONSTABLE DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the Central Texas Regional Mobility Authority set forth on the signature page below (hereinafter, "CTRMA") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Constable's Office set forth on the signature page below (hereinafter, "CONSTABLE'S OFFICE").

For and in consideration of the permission given by COUNTY for the CTRMA to contract in a private capacity DEPUTIES of the CONSTABLE'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the CTRMA, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce CTRMA's policies, rules or regulations. The DEPUTIES shall enforce Texas Transportation Code Section 372.110 regarding operation of a prohibited motor vehicle on a toll project and 372.112 regarding the impoundment of a motor vehicle. DEPUTIES are at all times subject to the rules and policies of the CONSTABLE'S OFFICE. ***CTRMA expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of CTRMA when contracted by the CTRMA.***

2. It is mutually agreed that the COUNTY may withdraw its permission for any individual deputy of the CONSTABLE'S OFFICE to work in a private capacity by written notice to the CTRMA at any time, and may withdraw its permission for all DEPUTIES to work in a private capacity upon 30-days written notice to the CTRMA. If the COUNTY withdraws its permission for all DEPUTIES to work in a private capacity, the CTRMA agrees to terminate its contractor relationships with the DEPUTIES.

3. Prior to the beginning of DEPUTIES employment with the CTRMA, the CTRMA shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the_____, 2020 and shall terminate on September 30, 2021, and will have two one (1) year automatic renewals. If both parties are in concurrence, the AGREEMENT will automatically renew on October 1, 2021 and October 1, 2022. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY 2022.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice CTRMA for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover CTRMA's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The CTRMA acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the CTRMA Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. CTRMA agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. CTRMA shall provide such vehicle time records to COUNTY and CONSTABLE'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and CTRMA will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

CONSTABLE'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. CTRMA agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

10. This AGREEMENT terminates at the end of the term specified in paragraph 4, by mutual written agreement of the parties, or 30 days after either party gives written notice of termination to the other party, whichever occurs first.

11. 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.

12. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Both parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY:

Printed Name: Mike Heiligenstein

Title: Executive Director

Signature: Mike Heiligenstein

Date: December 16, 2020

WILLIAMSON COUNTY CONSTABLE'S OFFICE:

Williamson County Constable Precinct No. 4

Printed Name of Official: Paul Lee Leal

Signature of Official: Paul Lee Leal

Date: 01/04/2021, 20____

Address of Office: 412 Vance St. #3

Taylor TX 76574

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Hon. Bill Gravell,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **20.**

Meeting Date: 01/12/2021

Cash drawer/Change fund set up for River Ranch County Park

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

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to establish an $800 change fund to supply four (4) cash drawers for new park operations at River Ranch County Park.

Background

No cash drawers currently exist for this new park operation at River Ranch County Park. The Park will be open daily and need to accommodate multiple employee shifts and be able to ensure that adequate change is on-hand, especially on weekends, when park business is traditionally high and banks are closed.

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	01/06/2021 05:44 PM
Form Started By: Russell Fishbeck		Started On: 01/05/2021 04:05 PM
Final Approval Date: 01/06/2021		

Commissioners Court - Regular Session **21.**

Meeting Date: 01/12/2021

Interlocal Agreement with City of Liberty Hill related to water pressure improvements at River Ranch County Park

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

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Interlocal Agreement (ILA) between Williamson County and the City of Liberty Hill related to water pressure improvements at River Ranch County Park. Approval of this ILA will authorize Williamson County to cost-share 50/50 with the City of Liberty Hill to ensure that adequate water pressure reaches all areas of the park. Maximum cost to Williamson County is $25,000. Funding source P315.

Background

It was determined there was inadequate water pressure to all reaches of River Ranch County Park. Various resolutions were explored and considered, but the most efficient option for Williamson County is to cost-share these improvements with the City. The agreement was reviewed and approved by Williamson County Legal and Contract Audit. This agreement has also been approved by the City of Liberty Hill Council.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA - City of Liberty Hill

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/28/2020 03:34 PM

Form Started By: Russell Fishbeck Started On: 12/28/2020 10:48 AM

Final Approval Date: 12/28/2020

CITY OF LIBERTY HILL

RESOLUTION NO. 20-R-33

A RESOLUTION OF THE CITY OF LIBERTY HILL, TEXAS, AUTHORIZING AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY RELATED TO WATER PRESSURE IMPROVEMENTS AT RIVER RANCH COUNTY PARK

WHEREAS, Williamson County ("County") owns and operates River Ranch County Park (the "Park"), which is approximately 1,354 acres and located off of County Road 279 at 799 Silver Creek Drive in Leander, Texas; and

WHEREAS, the City of Liberty Hill ("City") supplies the Park with water service, and the water pressure available at the Park is insufficient for the Park's needs; and

WHEREAS, installation of additional piping, valves, a pressure relief valves, and related improvements will increase the water pressure to the Park; and

WHEREAS, the current estimate for total Project Costs is $42,039.00 ("Project Costs"); and

WHEREAS, the Parties desire to share all costs related for the design and construction of the Project; and

WHEREAS, on May 25, 2020, the City passed Resolution No. 20-R-33 approving an Interlocal Agreement related to the sharing of the Project costs, but the County is requesting some modifications; and

NOW, THEREFORE, BE IT RESOLVED by the City of Liberty Hill City Council:

SECTION 1. The City Council hereby finds that all the recitals above are true and correct and are incorporated herein as if restated in full.

SECTION 2. The City Council authorizes the City Administrator or her designee to enter into an Interlocal Agreement with Williamson County allowing for sharing the Project Costs in a form substantially similar to the form attached hereto as *Attachment "A"* and incorporated herein as though set forth at length.

PASSED & APPROVED this the 9th day of November 2020, by a vote of 5 (*ayes*) to 0 (*nays*) to 0 (*abstentions*) of the City Council of Liberty Hill, Texas.

CITY OF LIBERTY HILL INCORPORATED 1999

Rick Hall, Mayor

ATTEST:

Nancy Sawyer, Deputy City Secretary

Approved as to Form:

Tad Cleaves, City Attorney

Attachment "A"

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LIBERTY HILL, TEXAS, AND WILLIAMSON COUNTY REGARDING THE FUNDING FOR THE CONSTRUCTION OF THE RIVER RANCH COUNTY PARK WATER PRESSURE IMPROVEMENT PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into effective this ___ day of _____ 2020, by and between the CITY OF LIBERTY HILL, TEXAS (the "City"), and WILLIAMSON COUNTY (the "County"), political subdivisions of the State of Texas.

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 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;

WHEREAS, the County owns and operates River Ranch County Park (the "Park"), which is approximately 1,354 acres and located off of County Road 279 at 799 Silver Creek Drive in Leander, Texas; and

WHEREAS, the City supplies the Park with water service, and the water pressure available at the Park is insufficient for the Park's needs; and

WHEREAS, installation of additional piping, valves, a pressure relief valves, and related improvements (the "Project") will increase the water pressure supplies to the Park; and

WHEREAS, the current estimate for total Project Costs is $42,039.00 ("Project Costs"), as reflected on the two quotes attached hereto as *Exhibit "A;"* and

WHEREAS, the Parties desire to share all costs related for the design and construction of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. The City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and this agreement will be in full force and effect when approved by each party.

2. The County agrees to pay to the City, pursuant to the conditions stated herein, fifty (50%) percent of all Project Costs up to and no more than $25,000.00 (the "County Reimbursements"). Project Costs include preliminary and final design and management and all other costs related to the construction of the Project. The current estimate of the County's 50% share is $21,200.00. Upon completion of the Project, the City will transmit to the County a copy of the Project Costs that have been incurred by the City. Upon timely receipt, proper documentation, and approval of each expenditure the County shall make a good faith effort to pay the amount which is due within thirty (30) days of the County Auditor's Receipt of the City's request for payment. The City agrees

to make every effort to transmit the requests for reimbursement of expenditures to the County within sixty-days of completion of the Project.

3. The City agrees to be responsible for management of the Project and the payment of all Project Costs, subject to the County Reimbursement described above.

4. The City agrees to be responsible for the operation and maintenance of the Project after completion and acceptance by the City. Water pressure at the Project location will be maintained to meet standards established by the Texas Commission on Environmental Quality. Currently the minimum required pressure is 35 PSI.

5. Neither the City nor County 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.

6. This Agreement may not be amended or modified except in writing executed by both the City and Williamson County, and authorized by their respective governing bodies.

7. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable , to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

8. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written; when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

9. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Project and acceptance of the public improvements by City. The Project will be complete no later than July 31, 2021.

10. The Effective Date of this Agreement shall be on the date the last Party signs this Agreement.

11. Each Party, 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 purpose.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

CITY OF LIBERTY HILL, TEXAS

Lacie Hale, City Administrator

ATTEST:

Nancy Sawyer, Deputy City Secretary

Approved as to Form:

Tad Cleaves, City Attorney

WILLIAMSON COUNTY

William Gravell, Jr., County Judge

ATTEST:

Nancy Rister, County Clerk

Exhibit "A"

Construction Bid

General Contractor

Name	City of Liberty Hill
Address	CR 279
City, State ZIP	Liberty Hill Texas 78642
Phone	817-583-2225
Email	jholmes@stegerbizzell.com
Project name	CR 279 Clay valve and installation

Contractor Information

Company	Walenta's Construction, LLC
Name	Jason Walenta
Address	15008 Apple Springs Hollow
City, State ZIP	Leander, TX 78641
Phone	512-400-1629
Email	jason@walentasconstruction.com

Scope of Work

Site Utility Work Includes: Installation of 1 8in clay valve and a pressure reducer enclosed in a 6 by 4 vault with all associated fittings. Excavation and spoil removal is included as well as equipment mobs.

Not Included

Company Proposal

Total Amount Utility work: $29,539.00

Submitted by (Company Representative)

3-20-20

Date

Quotation

1308 Chisholm Trail, Ste. 101
Round Rock, Texas 78681
(512)-238-1176

To: City of Liberty Hill

Quote No: 20-9004
Quote Date: 5/13/2020

ATTN: Wayne

Prepared By	TERMS	FOB	PROJECT	DELIVERY / VALIDITY
S. Nelke	Net 30		Water Site 10 - Flow Valve Control RTU near Downtown	4 to 6 weeks ARO / 60 Days

Item No.	Qty	Description	Unit Price	TOTAL
1	1	RTU plus SCADA programming / configuration services for adding a RTU near downtown to control flow valve via Site 8 Includes: Saginaw NEMA 4 enclosure w/ backpanel, 30 x 24 x 10 Allen-Bradley MicroLogic 1400 PLC w/ 4 chan analog input, 2 chan analog output MDS TransSD4 radio transceiver YAGI antenna, 450-470 MHz LMR-400 Antenna Cable w/ connectors 450VA UPS 24Vdc Power Supply Telescoping antenna pole, 50' Polyphaser Antenna surge arrestor Radio to Polyphaser Jumper Cable, TNC(M) to N(M) 30" Ethernet Cable, 3 ft Includes labor for ordering, fabrication, installation, plc programming, Wonderware Configuration, WIN911 configuration, on-site testing & startup, O & M Manual Display configuration, installation of antenna and antenna cable Exclusions: Site power installation including breaker panel; valve supply and installation;	$12,500.00	$12,500.00

Thank you for this opportunity to quote your requirements. Should you have any questions or concerns, please contact Stan Nelke at Neltronics. 1-1/2% per monthe will be added to overdue invoices.	**TOTAL**	**$12,500.00**

Commissioners Court - Regular Session **22.**

Meeting Date: 01/12/2021

Sharp Electronics for JP#4

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a lease with Sharp Electronics Corps for two (2) copiers for Williamson County JP Pct #4, one (1) in the amount of $210.12 per month, the 2nd in the amount of $89.23 per month, pursuant to DIR Contract #DIR-CPO-4433.

Background

Approval of these leases will support the operations of Williamson County JP Pct #4. New lease term is for 36 months effective 02/01/2021; one (1) priced at $210.12 which includes 8,500 copies/prints per month overages @ $0.0070 each; 2nd copier priced at $89.23 per month, including 1,500 copies/prints per month and overages @ $0.0075 each. The expenditure will be charged to 01.0100.0454.004621. Department point of contract is Jessica Tiedt.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp copier quotes

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 10:55 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:58 AM
Form Started By: Laura Zavala		Started On: 12/17/2020 04:22 PM
Final Approval Date: 01/07/2021		

SHARP
STATE OF TEXAS DIR-CPO-4433 QUOTE

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

Date: 11/20/20

Customer Name/Invoice Address:	**Delivery Address:**
Williamson County JP 4	**Williamson County JP 4**
211 West 6th St.	**211 West 6th St.**
Taylor, TX 76574	**Taylor, TX 76574**

Contact Name	Jessica Tiedt	**Phone:**	512-352-4159
		E-Mail:	jessica.tiedt@wilco.org
Sharp Business Systems, M.D. Leonard		**Quoting Dealer:**	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature		**Installing Dealer:**	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description			Unit Price / Mo.
1	Sharp MX-M5071; Networked DigitalCopier w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer MX-DE27N, Stand with (3) X 550 Sheet Drawers MX-FN27N, Inner Finisher MX-PN14B, Hole Punch Module **INCLUDES: 8,500 Copies/mo.; 8,501+ @ $0.007 ea.** **Delivery, Intallation, Training, Professional Services, Parts, Labor, Toner, and Staples** **State of Texas DIR-CPO-4433 36 Month Lease**			$210.12
			Monthly Total	**$210.12**

SHARP
STATE OF TEXAS DIR-CPO-4433 QUOTE

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

Date: 12/08/20

Customer Name/Invoice Address:	Delivery Address:
Williamson County JP 4	Williamson County JP 4
211 West 6th St.	211 West 6th St.
Taylor, TX 76574	Taylor, TX 76574

Contact Name	Jessica Tiedt	Phone:	512-352-4159
		E-Mail:	jessica.tiedt@wilco.org
Sharp Business Systems, M.D. Leonard		Quoting Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
Dealer Authorized Signature		Installing Dealer:	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description			Unit Price / Mo.
1	Sharp MX-M3051; Networked DigitalCopier w/ 100 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer MX-DE25N, Stand with (1) X 550 Sheet Drawer MX-TU16, Center Exit Tray MX-TR20, Job Separator **INCLUDES: 1,500 Copies/mo.; 1,501+ @ $0.0075 ea.** **Delivery, Intallation, Training, Professional Services, Parts, Labor, Toner, and Staples** **State of Texas DIR-CPO-4433 36 Month Lease**			$89.23
			Monthly Total	**$89.23**

SAMPLE PO

P.O. NUMBER:

DATE:

VENDOR:
SHARP ELECTRONICS CORPORATION
C/O TEXAS DOCUMENT SOLUTIONS
100 PARAGON DRIVE
MONTVALE, NJ 07645

REQUESTED BY: TIEDT, JESSICA
512.352.4159

SHIP TO:
WILLIAMSON COUNTY JP PCT #4
211 WEST 6TH STREET
TAYLOR, TX 76574

BILL TO:
WILLIAMSON COUNTY JP PCT #4
211 WEST 6TH STREET
TAYLOR, TX 76574

Description	Price	Per	Amount
SHARP MX-M5071, MX-DE27N, MX-FN27N, MX-PN14B $210.12 PER MO. FROM 02/01/21 THRU 09/30/21 SERVICE FOR 8,500 COPIES PER MONTH 8,501+ @ $0.0070 ea.	210.12	08	1,680.96
SHARP MX-M3051, MX-DE25N, MX-TU16, MX-TR20 $89.23 PER MO. FROM 02/01/21 THRU 09/30/21 SERVICE FOR 1,500 COPIES PER MONTH 1,501+ @ $0.0075 ea.	89.23	08	713.84

NOTES TO SUPPLIER:

36 MONTH DIR-CPO-4433 LEASE

Total 2,394.80

AUTHORIZED BY:

Commissioners Court - Regular Session **23.**

Meeting Date: 01/12/2021

1708-185 extension until March 31, 2021 with Westwood Pharmacy Clinical Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of extension for Services Agreement for Jail Pharmaceutical and Supplies (RFP 1708-185) until March 31, 2021, between Williamson County, Texas and MAO Pharmacy, Inc. D/B/A Westwood Pharmacy Clinical Services to support county jail operations and allow the county to go out for a new solicitation in this category of services; and exemption of these 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

This is for a stop-gap measure to provide a 2-month extension to an existing Agreement set to expire in January to allow the county to finalize a new solicitation for jail pharmaceuticals and supplies. The department points of contact are Lt. Doug Wheless and Abigail Dass. Funding Source: 01.0100.0570.003307.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Addendum for Agreement on Solicitation 1708-185 Pharmaceutical Service and Supplies Between Williamson County and MAO Pharmacy, Inc. D/B/A Westwood Pharmacy Clinical Services (Williamson County Jail)

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 10:44 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:51 AM
Form Started By: Dianne West		Started On: 01/04/2021 04:42 PM
Final Approval Date: 01/07/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST ADDENDUM FOR
AGREEMENT
ON
SOLICITATION #1708-185
PHARMACEUTICAL SERVICE AND SUPPLIES
BETWEEN WILLIAMSON COUNTY AND
MAO PHARMACY, INC. D/B/A
WESTWOOD PHARMACY CLINICAL SERVICES
(Williamson County Jail)

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 **MAO Pharmacy, Inc. d/b/a Westwood Pharmacy Clinical Services** (hereinafter "Service Provider"), 5823 Patterson Ave, Richmond VA 23226. The County and Service Provider agree to the following additional terms to the Agreement between the parties:

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 Williamson County Solicitation #1708-185 Pharmaceutical Service and Supplies, including attachment(s);
B. Service Provider's Response to Solicitation #1708-185;
C. Renewal Period #1 Agreement (10/17/18 to 10/16/19);
D. Renewal Period #2 Agreement (10/17/19 to 10/16/20 w/90-day survivability clause); and
E. This Williamson County First Addendum.

II.

Term Extension: Unless the Agreement is terminated earlier based on termination-for-convenience, this amendment will extend the term of the final renewal option for this Agreement until **March 31, 2021** in order to allow sufficient time for The County to issue a new solicitation in this category of services.

III.

In all other respects, the Interlocal 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:	SERVICE PROVIDER:
_____	_____
Authorized Signature	Authorized Signature
Date: _____, 2021	Date: 12/30/____, 2021 ~~21~~ 20

Commissioners Court - Regular Session **24.**

Meeting Date: 01/12/2021

Meraki License Renewal FY21

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase between Williamson County and Presidio Networked Solutions Group, LLC in the amount of $72,928.54 per DIR Contract #DIR-TSO-4167 and authorizing signature of the quote.

Background

This purchase is for the installation of a Meraki Three (3) Year License. This license is for the wireless access points in County facilities. It allows us to manage the devices through the Cisco "cloud". Point of Contact Richard Semple. Funding source is 01.0100.0503.004500.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 10:59 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 11:00 AM
Form Started By: Andrew Portillo		Started On: 01/06/2021 10:33 AM
Final Approval Date: 01/07/2021		

PRESIDIO

QUOTE: 2003220003439-04

DATE: 12/15/2020

TO:

Williamson County
Thomas Gillespie
301 SE Inner Loop Suite 106
Georgetown, TX 78626

thomas.gillespie@wilco.org
(p) 512-943-1108

FROM:

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) 512.795.7146

Customer#: WILLI035
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Meraki License Renewal

Contract Vehicle: Texas DIR-TSO-4167 Cisco

#	Part #	Description	Unit Price	Qty	Ext Price
LIC-MX60W-SEC-3YR					
1	LIC-MX60W-SEC-3YR	EOS Meraki MX60W Advanced Security License and Support, 3YR	$640.23	3	$1,920.69
				Total:	**$1,920.69**
LIC-MX64W-SEC-3YR					
2	LIC-MX64W-SEC-3YR	Meraki MX64W Advanced Security License and Support, 3YR	$756.64	4	$3,026.56
				Total:	**$3,026.56**
LIC-MX80-SEC-3YR					
3	LIC-MX80-SEC-3YR	EOS Meraki MX80 Advanced Security License and Support, 3YR	$2,328.12	1	$2,328.12
				Total:	**$2,328.12**
LIC-ENT-3YR					
4	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	$174.61	233	$40,684.13
				Total:	**$40,684.13**
LIC-Z3C-ENT-3YR					
5	LIC-Z3C-ENT-3YR	Meraki Z3C Enterprise License and Support, 3YR	$261.92	2	$523.84
				Total:	**$523.84**
LIC-MX68CW-SEC-3YR					
6	LIC-MX68CW-SEC-3YR	Meraki MX68CW Advanced Security License and Support, 3YR	$1,222.26	20	$24,445.20
				Total:	**$24,445.20**

Sub Total:	**$72,928.54**
Grand Total:	**$72,928.54**

PRESIDIO™

QUOTE: 2003220003439-04

DATE: 12/15/2020

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Commissioners Court - Regular Session **25.**

Meeting Date: 01/12/2021

Award Overhead Door Preventative Maintenance and Emergency Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding Overhead Door Preventative Maintenance and Emergency Services for a term of one (1) year to The Door Company, per the only responsive quote received, in the amount of $56,785.00, pursuant to Texas Local Gov't Code, Section 262.0225(d) & Section 262.0245 and authorizing execution of the agreement.

Background

An Overhead Door Preventative Maintenance and Emergency Services solicitation was formally released under IFB #T1993 and no responsive bids were received. Texas Local Government Code Sections 262.0225(d) and 262.045 allow the Purchasing Agent to recommend procedures for obtaining necessary items where no competitive bids are received. A recommendation was made to the Facilities Department to solicit and obtain three (3) written quotes for this service, as originally bid out. Only one (1) responded to the request. This response was evaluated by the Facilities Department in the same manner as if it had been received during the initial bid process. Based upon the evaluation, the department is recommending award to The Door Company. Per policy this award is recommended for a term of one (1) year after which a new solicitation will be issued. The Department point of contact is Shantil Moore, Facilities. Funding Source: 00100.000509.004500 is for the PM service contract, 00100.00509.004510 is for any repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

agreement scope and fees

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 11:01 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 11:33 AM
Form Started By: Johnny Grimaldo		Started On: 01/07/2021 08:11 AM
Final Approval Date: 01/07/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR PREVENTATIVE MAINTENANCE AND INSPECTIONS (NJC, LLC d/b/a The Door Company)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **NJC, LLC d/b/a The Door Company**, (hereinafter "Service Provider") with primary address at 5840 Williams Dr., Georgetown, TX 78628. 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 Attachment "A" Statement of Work - Automatic Door Annual Preventative Maintenance Services, which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in attached Exhibit, 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 the current fiscal year through September 30, 2021. Unless terminated by either party pursuant to paragraph VIII below, the contract may automatically renew for up to two additional one-year terms for fiscal year 2022 and fiscal year 2023. After fiscal year 2023, the contract must be revisited by The County's governing body.

III.

Consideration and Compensation: Service Provider will be compensated based on a fee schedule titled **Attachment "C" – Overhead Door Compensation and Fees**, which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $56,785.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Additionally, Texas law mandates as follows:

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.

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.

V.

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.

VI.

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.

VII.

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.

VIII.

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.

IX.

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.

X.

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.

XI.

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

XII.

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.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
Date: _____ ___, 2020	Date: Dec 17, 2020

Exhibits
Attachment "A" Statement of Work
Attachment "C" Compensation and Fees

Williamson County Facilities

3101 SE Inner Loop

Georgetown, TX 78626

Request for Proposal

Automatic Door

Annual Preventative Maintenance and

Emergency Services

for

Williamson County, Texas

Attachment A –

Automatic Door Annual Preventative Maintenance and Emergency Services

RFP # T1993

Proposal Information:

Attachment A	Automatic Door Annual Preventative Maintenance Services – Statement of Work
Attachment B	Williamson County Compensation and Fees
Attachment C	Williamson County Overhead Door and Fees
Attachment D	Contractors Company Profile
Attachment E	Contractors Past Projects with Corresponding References
Attachment F	Williamson County Buildings

Williamson County
Automatic Door Annual Preventative Maintenance and Emergency Services
STATEMENT OF WORK

1. INTRODUCTION:

1.1. Williamson County is seeking an automatic door contractor for annual preventative maintenance services for Williamson County building rolling doors, counter shutters, and Automatic Door Full Maintenance Services for automatic door systems (single, sliding, and swing doors) and Annual American Association of Automatic Door Manufacture Inspections at Williamson County owned premises. This RFP is being completed for Facilities Department of Williamson County who is responsible for completing and overseeing automatic door maintenance repairs in Williamson County premises.

2. SCOPE:

2.1. This scope of work establishes the minimum requirements for providing automatic door annual preventative maintenance service and installation to Williamson County. The Contractor shall fully and timely provide all deliverable described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State and local applicable laws, standards, rules, and regulations. Contractor shall provide all labor, materials, equipment, and mobilization to complete the services for Williamson County. Non-emergency scheduled work hours are 6 am to 6 pm Monday through Friday, excluding Williamson County observed holidays. All approved emergency work requests will be scheduled accordingly by the Williamson County Contracts Administrator or designee.

3. GENERAL INFORMATION:

3.1. This method allows qualified respondents to submit a written proposal addressing pricing, qualifications, capacity to service Williamson County facilities, availability, approach, experience, and additional factors that will be used to ensure successful accomplishment of the requirements set forth herein. Williamson County will review, compare, and evaluate responses based on the criteria and weights identified in this RFP.

3.2. It is Williamson County's intent to establish a qualified contractor to provide automatic door preventative maintenance services at various premises within Williamson County on an Annual basis. Williamson County intends to use the established contract, while reserving the right to obtain service from other sources, if applicable, or perform the service in-house.

4. CONTRACT TERM:

4.1. Initial Contract Term: Services shall be for a period beginning on Date of Award and shall expire on or before September 30, 2023.

4.2. Renewal Options: If applicable, at the end of the Initial Contract Term, the Commissioners Court reserves the right to extend the Initial Contract Term, by mutual agreement of both parties, as it deems to be in the best interest of the County. The extension may be negotiated if renewal indications are provided within the County's timeframe which reflect renewal terms for the forthcoming policy year that are deemed by the County to be competitive with current market conditions. However, the County may terminate the contract at any time if funds are restricted, withdrawn, not approved, or if service is unsatisfactory. Any extension will be in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of the contract, including all extensions will not exceed a maximum combined period of seventy-two (72) months. The extension of the contract is contingent on the appropriation of necessary funds by the Commissioners Court for the fiscal year in question. Upon the failure of the Commissioners Court to so appropriate in any year, the Respondent may elect to terminate the contract, with no additional liability to the County. The County and the Respondent agree that termination shall be the Respondent's sole remedy under this circumstance.

4.2.1. Contractor(s) may request a change to its hourly billing rates, in writing, a minimum of ninety (90) days prior to renewal for Williamson County's consideration.

4.3. Quantities: Unless this RFP states otherwise, the resulting contract award does not guarantee volume or a commitment of funds.

5. INQUIRIES:

5.1. The sole point of contact for inquiries concerning this solicitation is:
- 5.1.1. Williamson County Purchasing Specialist
- 5.1.2. Desk Phone Number: Johnny Grimaldo
- 5.1.3. Email address: 512-943-1553
- 5.1.4. Subject: RFP Williamson County Automatic Door Annual Preventative Maintenance Service

5.2. All communications relating to this solicitation shall be directed to the Williamson County contact person named above. All other communications between a respondent and Williamson County agency staff concerning this solicitation are prohibited. In no instance is a respondent to discuss cost information contained in a response with the Williamson County point of contact or any other staff prior to response evaluation. Failure to comply with these requirements may result in response disqualification.

6. TECHNICAL CONTACT:

6.1. Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

7. PRE-PROPOSAL MEETING:

7.1. **Pre-Proposal conference** is scheduled for:
- 7.1.1. Date: Tuesday, October 13th
- 7.1.2. Time: **9:30 am**
- 7.1.3. Address:
  - 7.1.3.1. Georgetown Annex
  - 7.1.3.2. Room: Purchasing Training Room – P104A
  - 7.1.3.3. 100 Wilco Way
  - 7.1.3.4. Georgetown, TX 78633
- 7.1.4. Attendance at the one (1) scheduled pre-proposal conference is **NOT** mandatory. Respondents are highly encouraged to attend as important information regarding proposal requirements and details of the projects may be discussed in detail. Please do not be late to the pre-proposal conference.

8. ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:

8.1. Access to the following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives at the following restricted and escorted facilities prior to or at time of service being performed under this contact. Facilities under this requirement include, but are not limited to:
- 8.1.1. Detention Center, Jail, Treatment and ESOC Premises:
  - 8.1.1.1. JJC
  - 8.1.1.2. SO/Jail
  - 8.1.1.3. CTTC
  - 8.1.1.4. ESOC
  - 8.1.1.5. SOTC
  - 8.1.1.6. CJIS Areas

8.2. Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
- 8.2.1. A photocopy of valid Government Issued Identification
- 8.2.2. Company Identification

8.3. Upon entering and leaving any Williamson County premises, Contractor's service representative may be required to sign in and out at receptionist desk or with the Authorized personnel.

8.4. Contractor's service representative shall log all service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized personnel.
8.5. Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted premises and should attempt to become familiar with all applicable procedures.

9. CONTRACT ADMINISTRATION RESPONSIBILITY:

9.1. Williamson County shall provide a designated "Contracts Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.
9.2. Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.
9.2.1. Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.
9.3. Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.

9.3.1. Decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.
9.3.2. Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator or designee during the progress of the Contract, to:
9.3.2.1. Discover, discuss and/or reject unacceptable work;
9.3.2.2. Discover and discuss work not in accordance with the contract;
9.3.2.3. Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.

9.4. Williamson County will furnish no materials, labor, equipment or facilities unless otherwise provided in the Scope of Work Order Ticket.

9.5. **PROGRAM EVALUATION**:

9.5.1. Williamson County Contract Administrator or designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes, as are necessary.
9.5.2. Contractor shall take prompt action to correct all identified deficiencies.

9.6. **SCOPE OF WORK ORDER TICKET CHANGES**:

9.6.1. Williamson County Contract Administrator or designee shall make changes within the scope of this contract at any point in time.
9.6.2. Any change must be implemented within thirty (30) business days from the date of receipt by the Contractor of the notification. Any change in pricing, rather increase or decrease, must be provided in writing to the Williamson County Contract Administrator or designee and must receive approval in writing before Contractor makes pricing change(s).
9.6.3. Williamson County Contract Administrator or designee will attempt to provide awarded Contractor with at least 30 days' notice of new address in the event of office relocation or closure of premises. The effective date of any addition or deletion will be no later than five (5) business days after receipt of Williamson's County's written notification of said addition or deletions.
9.6.4. Williamson County Contract Administrator or designee reserves the right, in its sole discretion, to add or delete service locations during the period covered by any resulting contract(s).

10. SCHEDULES:

10.1. The schedules for all approved work shall be approved by the Contract Administrator or designee. All schedules must be submitted and approved fifteen (15) days prior, if applicable, may only be altered at the discretion of the Contract Administrator or designee.

10.2. All maintenance services and installation shall be conducted during established business hours, on approved weekends or approved Williamson County holidays.

10.3. Visual inspections, troubleshooting, maintenance repair, or installation that will not interfere with day-to-day business operations in the facilities may be conducted during normal business hours.

10.4. **Emergency Services:**

10.4.1. Contractor shall provide twenty-four (24) hour emergency service contact number(s) and name(s) in case of any urgent issue that may arise. All Emergency service calls response time shall be within one (1) hour.

10.4.1.1. Emergency service calls shall be given priority. An emergency service call is when the situation meets one of the following criteria:

10.4.1.1.1. the entrance is unsafe;

10.4.1.1.2. a door cannot be closed and secured and causes a security problem;

10.4.1.1.3. a door cannot be opened safely; or

10.4.1.1.4. the safety mat or hold door open device is inoperative.

10.5. **Service Hours:**

10.5.1. Service shall be made available to Williamson County 365 days per year, 24 hours per day. All services performed under this Contract shall be performed between the hours of 6:00 am and 6:00 pm unless other arrangements are made in advance with the Contract Administrator or designee. No premium charges will be paid for any off-hours work.

10.6. **Business Hours** at a minimum, shall be work performed between 6:00 am and 6:00 pm Monday through Friday, unless hours are extended by Contractor in the offer as agreed upon in the awarded contract.

10.7. **After Hours Service** shall be work performed after 6:00 pm and before 6:00 am.

10.8. **Weekend and Holiday** shall be work performed during Saturday, Sunday or during any Williamson County approved holiday.

10.9. Williamson County Holidays: Holidays observed by Williamson County are listed at http://www.wilco.org/Residents/County-Holidays or by obtaining a list from the Williamson County Contracts Administrator or designee. Williamson County does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by Williamson County or the Contractor, then Contractor shall fulfill obligations at no additional expense to Williamson County.

11. CONTRACTOR'S RESPONSIBILITIES:

11.1. Contractor shall perform annual preventative maintenance services to maintain Williamson County rolling steel doors, counter shutters, and garage gate, which includes all labor, supervisor, and supplies required to complete the full services and all inspections.

11.2. Contractor shall provide annual preventative maintenance service to include American Association of Automatic Door Manufacture (AAADM) inspections, on all Williamson County automatic door systems (single sliding, bi-part sliding, and single swing) that vary in make and model. Reference Attachment B, Compensation and Fee Schedule and Attachment B, Overhead Door and Fees.

11.3. Contractor's shall provide turnkey services in accordance with requirements specified herein and the resulting contract(s) and adhere to Williamson County's Terms and Conditions.

11.4. Contractor's shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract.

11.5. Contractor is responsible for all costs incurred in the performance of the contract.

11.6. Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the service requested herein, and shall obtain such permits, licenses or other authorizations, if applicable.

11.7. Contractor shall follow relevant safety rules and conduct the work in a safe manner.

11.8. Contractor shall be prepared and equipped to provide services in a timely manner and on relatively short notice or in accordance with the request for Scope of Work Order Ticket so as to enable Williamson County to meet critical, and at time, unpredictable, time deadlines and schedules.

11.9. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting contract(s).

11.10. Contractor agrees to conduct all services under this contract by and through appropriate communications with the Contracts Administrator or designee. No work, installation or other services shall be undertaken by contractor except with the prior written direction of the Contracts Administrator or designee. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson County's Contracts Administrator or designee is work outside the scope of this contract and shall be performed exclusively at contractor's risk and own expense. Contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this contract, who shall be satisfactory to Williamson County. Personnel assigned to perform services under this contract may not be reassigned without the prior written notification to, and approval from, Williamson County Contracts Administrator or designee.

11.11. Respondent agrees to maintain a branch/office within one (1) hour of Williamson County throughout the duration of this contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

12. **MATERIALS:**

12.1. Contractor shall include all consumables required to keep rolling steel doors, counter shutter, garage gate, and automatic door systems that are not on full service, at full operational status.

12.2. All equipment and materials used by the Contractor shall be specifically designed for the type of door referenced and shall be in good working order and free from defects.

12.3. During the annual inspection, a list of broken or worn out parts needed to bring any door up to full operational status including any parts or supplies (plus the percentage markup authorized on the purchase order), and labor costs shall be listed on a not to exceed quote and sent to the designated Williamson County Contract Administrator or designee via email for approval. If approved, Contracts Administrator will schedule the contractor for repair of the deficiencies. Parts that are broken or worn out that the contractor replaces shall be replaced with parts that meets or exceeds manufacture's specifications.

12.4. Contractor shall procure and maintain, at Contractors expense, all permits necessary to complete work, comply with all laws, regulations, and ordinances applicable to the performance of this contract, and pay all applicable federal, state, and local taxes resulting from such actions. Contactor shall, upon request, provide Williamson County copies of all current permits and maintain current copies on file at Williamson County throughout the term of the contract including optional renewals and extensions.

12.5. Contractor shall not make any equipment alterations or additions without prior written approval from Williamson County Contracts Administrator or designee.

12.6. If delay in work completion is foreseen, Contractor shall immediately notify the Contracts Administrator or designee. Williamson County reserves the right to extend required completion date for delivery of service at the sole discretion of Williamson County. Default in promised work completion or failure to meet specifications, authorizes Williamson County to procure services and/or supplies and materials elsewhere and charge the full increase in cost to defaulting Contractor.

12.7. Williamson County reserves the right to obtain additional proposals or quotes from contractors for projects within or outside the scope of this contract.

12.8. Contractor shall work to accomplish each job within the mutually agreed schedule.

12.9. Contractor shall at all times maintain the Williamson County premises clean and free from vendor equipment, parts, accumulation of scrap and waste materials or rubbish caused by the work under this contract. Contractor is responsible for the delay removal or disposal of all trash and debris created during performance of service under this contract. Contract shall leave the Williamson County premise in a neat and clean condition.

13. **AUTOMATIC DOOR ANNUAL PREVENTATIVE MAINTENANCE REQUIREMENTS:**

13.1. Contractor shall perform annual preventative maintenance services and inspections for all of the following Williamson County rolling steel doors, counter shutter, and garage gate in include, but not limited to:

13.1.1. **Rolling Steel Doors and Counter Shutter:**

13.1.1.1. Contractor shall lubricate all points of friction, balance and align doors.

13.1.1.2. Contractor shall tighten all doo hardware.

13.1.2. **Operations:**

13.1.2.1. Contractor shall test all operating station and safety accessories such as photo eyes, bottom safety edges and take up reels/coil cords. Adjust drive chain to proper tension and set limits.

13.1.2.2. Contractor shall test doors for proper operations.

13.1.3. Automatic sliding and single swing doors Services Requirements:

13.1.3.1. Contractor shall provide annual services and annual AAADM inspections for Williamson County existing automatic door systems (single sliding, bi-part sliding, and wing) to include, but not limited to inspections, lubrications of all points of friction and checking door(s) for proper operations to include and necessary adjustments.

14. **RESPONSE TIME:**

14.1.1. Contractor shall acknowledge receipt of Williamson County's request for Work Order Proposal by electronic communication (email) within twenty-four (24) hours from receipt of request.

14.2. Contractor understands and agrees that no guaranteed minimum number of Work Authorizations or amount of work will arise from this Contract.

14.3. Upon receipt of a Work Authorization, Contractor shall respond to the Contract Administrator or designee within twenty-four (24) hours. Contractor shall perform all work under a Work Authorization within the timeframe agreed upon; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to twenty percent (20%) of total cost of the Work Authorization.

14.4. Contractor shall check in and out with the Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the "Service Ticket", or summary list, for the services performed under a Work Authorization. Contractors shall provide the following information on the Service Ticket:

14.4.1. building name;
14.4.2. floor number;
14.4.3. name of Contractor personnel performing the work;
14.4.4. start and end worked hour;
14.4.5. itemized list of parts/material used/replaced; and
14.4.6. narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s)

14.5. **GENERAL REQUIREMENTS:**

14.5.1. **Waste Removal:**

14.5.1.1. Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

14.5.2. **Security and Identification:**

14.5.2.1. Contractor shall abide by all procedures and rules as conveyed by Williamson County's Contract Administrator regarding security requirements of the property where work is to be performed.

14.5.3. **Uniforms and Protective Clothing:**

14.5.3.1. All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.

14.5.3.2. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

14.5.3.3. Contractor personnel shall wear clean and presentable clothing: no shorts or open toed shoes.

14.5.3.4. Contractor personnel shall display their name and Contractor identification information at all time while performing services under this contract.

14.5.4. **Transportation:**

14.5.4.1. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County premises.

14.5.4.2. Contractor vehicles must meet Texas Department of Transportation requirements.

14.5.4.3. Contractor shall provide and maintain proper vehicle insurance coverage as required by Williamson County.

14.5.4.4. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Licensing and Regulations.

14.5.4.5. All Contractor personnel providing services under this contract must maintain licensing (in categories appropriate to the work being performed).

14.5.5. Williamson County Facilities department is responsible for providing emergency building services and equipment repair during emergency evacuation situations and requests cooperation from all contractors providing on-call services to Williamson County. During a wide-scale emergency, Contractors may be contacted to provide services and/or equipment. Contractors must agree that Williamson County's request for services will be a top priority.

15. **BILLING:**

15.1. Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or materials are in installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.

15.2. Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:

15.2.1. Name and address of Contractor;
15.2.2. Contractor's Texas Identification Number;
15.2.3. Contractor's invoice remittance address;
15.2.4. Itemized and detailed description of services provided; and
15.2.5. Total price for each product and/or service provided.

15.3. Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.

15.4. Contractor agrees to conduct all its services under this Contract by and though appropriate communications with Williamson County's Contracts Administrator or designee. Contractor understands and agrees that services performed, or materials provided without the prior written direction of Williamson County Contracts Administrator is work outside the approved Work Authorization and this Contract, shall be performed exclusively at Contractor's risk and own expense.

16. **SUBCONTRACTING:**

16.1. Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.
16.2. No subcontractor under this contract shall act as the primary vendor of responsibility for the services.
16.3. The Contractor shall be the only contact for Williamson County Contracts Administrator or designee and subcontractors.
16.4. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.
16.5. Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.
16.6. Williamson County Contracts Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).
16.7. Any negative response may result in disqualification of the subcontractor.
16.8. Williamson County Contracts Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.
16.9. Subcontracting shall be at the Contractor's expense.

17. CONTRACTOR ACCESS:

17.1. Access routes, entrance gates or doors, parking and storage areas, and other necessary Contactor access, along with any imposed time limitations shall be designated by Williamson County's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by Williamson County Contract Administrator or designee for access by Contractor.

18. TRAVEL TIME:

18.1. Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative or designee logs the start and completion time on the service tickets for the services rendered. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator or designee.

19. TRAINING OF WILLIAMSON COUNTY PERSONNEL:

19.1. Contractor shall provide training to Williamson County designated personnel for overhead doors, equipment, and parts installed, upon request by the Contract Administrator or designee.
19.2. Contractor shall provide hands on training to ensure staff are familiar with systems, upon request.
19.3. Contractor shall provide training to Williamson County designated personnel for materials and materials used to ensure understanding of the application process and importance of the requirements.

20. DISPOSAL OF SALVAGEABLE ITEMS:

20.1. Contracts Administrator or designee shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Williamson County. Disposal may include depositing in a central location for salvage by the Williamson County or delivery to the Williamson County's warehouse located at 301 S.E., Inner Loop, Georgetown, TX 78626 or such other location as determined by the Contract Administrator or designee.

21. TOBACCO USE:

21.1. Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.
21.2. Intoxication and Drug Free - Contractor personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.
21.3. If Contractor personnel or subcontractors are found intoxicated, using or in possession of any kind of illegal drug while on Williamson County premises or performing services under this contract, it may result in contract termination.

22. **PERFORMANCE WARRANTY** - All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to Williamson County, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by Williamson County.

23. **MATERIAL WARRANTY** - All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by Williamson County. Contractor shall provide Williamson County's Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.

24. **NOTICE OF DEFECTS:**

24.1. Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

25. **OPERATIONS AND MAINTENANCE MANUALS:**

25.1. Contractor shall provide Operations and Maintenance Manuals for all equipment and parts installed as part of the work under this contract, upon request by the Contract Administrator. Contractor shall compile all specified instructions, maintenance manuals and operations date.

25.2. **FREIGHT AND SHIPPING COSTS:**

25.2.1. Freight and shipping costs are not an allowable expense under this Contract. Expedited shipping charges, with prior approval from the Williamson County Contract Administrator, may be allowed.

26. **EVALUATION CRITERIA:**

26.1. The Evaluation Committee will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of Williamson County, and satisfy the requirements of the RFP. Williamson County may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, Williamson County reserves the option to enter discussion on pricing and/or other portions of the proposal and may request Best and Final offers if it is determined to be in the best interest of Williamson County. However, offering firms are cautioned that Williamson County may proceed with an award based on information received in the original proposal and subsequent interviews without calling for additional discussions or Best and Final offers.

26.2. Listed below is a summary of all information to be included in a proposal submitted in response to this RFP. Proposals submitted without all of the required information will be consider non-responsive and may be rejected. Williamson County reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of Williamson County.

26.3. Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

26.3.1. **Response shall include:**
- 26.3.1.1. Attachment B – Compensation and Fees Schedules
- 26.3.1.2. Attachment C – Overhead Door Compensation and Fee
- 26.3.1.3. Attachment D – Company Profile
- 26.3.1.4. Attachment E – Past Projects with Corresponding References

26.3.2. **COMPANY INFORMATION: <P/F>**
- 26.3.2.1. Acceptable Documentation and Company Information – Attachment C
  - 26.3.2.1.1.1. Including, but not limited to the following:
    - 26.3.2.1.1.1.1. company description;
    - 26.3.2.1.1.1.2. ownership information;
    - 26.3.2.1.1.1.3. physical and mailing address;
    - 26.3.2.1.1.1.4. other company locations/offices;
    - 26.3.2.1.1.1.5. primary contact; and
    - 26.3.2.1.1.1.6. office, mobile telephone number(s) and email of company's primary contact.
- 26.3.2.1.2. Contractors shall fully complete and submit Attachment B – Company Profile to comply with this requirement.

26.3.2.1.3. **QUALIFICATIONS AND EXPERIENCE:** Demonstrated ability to provide products and services including Past Performance and References. Financial stability of the firm. Offeror is properly licensed/certified to provide products and services.

26.3.2.1.4. **FIANCIAL DISCOSURE:** History of company, including length of time company has been in business, certification, license,

26.3.3. **COMPENSATION AND FEES: <30 pts>**

26.3.3.1.1. Respondents may not add qualifications, conditions, exceptions, variations or additional items to the proposal, or otherwise modify the pricing structure of the RFP in any manner. Any such modifications will not be considered for evaluation, and may be cause for rejection of the proposal, at the full and sole discretion of Williamson County.

26.3.4. **LITIGATION HISTORY: <P/F>**

26.3.4.1.1. Provide details of all litigation history, including but not limited to administrative claims and proceedings and arbitration within the past five (5) years**.**

26.3.4.1.2. Respondents involved in litigation, depending upon the circumstances of the litigation, may be disqualified at the sole discretion of Williamson County.

26.3.5. **REFERENCES: <15 pts>**

26.3.5.1.1. Include a minimum of three (3) references from clients for whom similar services were performed or products were provided.

26.3.5.1.2. Include project description, contact names, position, company name, telephone number, and email address for each reference.

26.3.6. **VALUE ADDED SERVICES: <20>** Training and other services offered that add value to Williamson County utilizing the contract.

26.3.7. **RESPONSIVENESS: <10>** Offeror's overall responsiveness and ability to provide all information requested, comply with terms and conditions, and clearly stating and understanding the scope of work.

26.3.8. **PRODUCTS, SERVICES AND SOLUTIONS OFFERED: <5>** Overall range of products and ability to meet needs of Williamson County.

26.4. **Contractors Qualifications: <25 pts>**

26.4.1. Attachment D – *Past Projects,* submit a minimum of three (3) and a maximum of five (5) projects completed, within the past five (5) years by your organization. List the projects in order of priority, with the most relevant project first.

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Building Name	City	Bld #	Door #	Location in building	Opening Process	Operator Location	Power	Make	Model	Material	Height(f	Width(	Service Type	Annual Price Per Door	Extension
Historic Courthouse	Georgetown	1000	1	Interior 3rd Floor near Audit	Roll Up	Inside Right	Electric			chainmail	12	10	Full Service	$ 387.00	$ -
Jail	Georgetown	1008	1	6th & Forest Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Logic 5.0	chainmail	12	11	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	2	6th & Forest Right	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	Elite Series 4.0	chainmail	12	11	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	3	4th & Rock Left	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master		chainmail	16	12	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	4	4th & Rock Right	Roll Up w/ chain L	Controlled by Jail	Electric			chainmail	16	14	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	5	Forest	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	12	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	6	Forest Middle	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	7	Forest North	Fold to the sides	Controlled by Jail	Electric	Lift Master		Solid Metal	11	14	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	8	Interior Sally Port North L	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	9	Interior Sally Port North R	Roll Up w/ chain L	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	10	Interior Sally Port South L	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	Full Service	$ 499.00	$ -
Jail	Georgetown	1008	11	Interior Sally Port South R	Roll Up w/ chain R	Controlled by Jail	Electric	Lift Master	old	chainmail	12	11	Full Service	$ 499.00	$ -
Medic 42	Taylor	1015	1	Front of the building	Roll overhead on track w/chain		Electric	*Very Old*		5 Metal Horizontal Pannels	9	15	Full Service	$ 387.00	$ -
Central Maint Facility	Georgetown	1026	1	Exterior Parts Room	Roll up		Electric			Metal 2 small windows	8	6	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	2	Main Building South Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	3		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	4		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	5		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	6		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	
Central Maint Facility	Georgetown	1026	7	Main Building South Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	
Central Maint Facility	Georgetown	1026	8	Smailer Building South Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	
Central Maint Facility	Georgetown	1026	9	Smailer Building South Mid	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	10	Smailer Building South Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	11	Smailer Building North Right	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	12	Smailer Building North Mid	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	13	Smailer Building North Left	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	14	Main Building North Side Farthest Right	Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$ 399.00	$ -
Central Maint Facility	Georgetown	1026	15		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door		8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$ 399.00	$ -

Central Maint Facility	Georgetown	1026	16		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	17		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	18		Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door	8 Horizontal Metal Pannels w/ 3 glass windows	16	12	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	19		Roll overhead on track w/ chain on the right	Inside on Right	Electric	Overhead Door	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	20	Main Building North Side Farthest Left	Roll overhead on track w/ chain on the left	Inside on Left	Electric	Overhead Door	6 Horizontal Metal Pannels w/ 3 glass windows	12	12	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	21	Interior Shop Library	Roll up		Manual		Metal	4	5	Full Service	$	399.00	$	-
Central Maint Facility	Georgetown	1026	22	Interior Parts Room	Roll up	Inside Right	Electric	Raynor	Metal	6	10	Full Service	$	399.00	$	-
Old Sign shop	Georgetown	1026	1	Front Left	Roll up	Inside Right	Manual		Metal	12	12	Full Service	$	399.00	$	-
Old Sign shop	Georgetown	1026	2	Front Middle	Roll up	Inside Right	Manual		Metal	12	12	Full Service	$	399.00	$	-
Old Sign shop	Georgetown	1026	3	Front Right	Roll up	Inside Right	Manual		Metal	12	12	Full Service	$	399.00	$	-
Building near coverd storage	Georgetown	1026	1	Front	Roll up	Inside Right	Manual		Metal	12	12	Full Service	$	399.00	$	-
Brown Santa	Georgetown	1029	1	North Side of Building	Roll overhead on track w/chain	Inside	Manual		6 Horizontal Metal Pannels	12	12	Full Service	$	399.00	$	-
Medic 41	Taylor	1034	1	Front of the building	Roll overhead on track w/chain	keypad by door exterior	Electric	Lift Master	Metal	10	16	Full Service	$	429.00	$	-
Inner Loop Annex	Georgetown	1043	1	West side	Roll Up		Manual		Metal	8	8	Full Service	$	299.00	$	-
Inner Loop Annex	Georgetown	1043	2	North Side of Building	Roll up w/ chain	Inside Right	Electric	Lift Master	Metal	10	10	Full Service	$	399.00	$	-
Inner Loop Annex	Georgetown	1043	3	East side loading bay	Roll Straight Up on track		Manual	Old	Metal insulated with 6 small windows	10	10	Full Service	$	399.00	$	-
Juvenile Justice Center	Georgetown	1045	1	Front of Bus Barn	Roll up		Electric		Metal	14	18	Full Service	$	599.00	$	-
Juvenile Justice Center	Georgetown	1045	2	Back of Bus Barn	Roll up		Electric		Metal	14	18	Full Service	$	599.00	$	-
EXPO Center	Taylor	1047	1	Main Pavilion West Concession Right	Roll up	N/A	Manual	Cornell	Metal	6	15	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	2	Convention Center Exterior North	Roll up w/ chain	Inside on Right	Manual		Metal	12	12	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	3	Convention Center Exterior West Left	Roll up w/ chain	Inside on Right	Manual		Metal	15	14	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	4	Convention Center Exterior West Right	Roll up w/ chain	Inside on Right	Manual		Metal	15	14	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	5	Small building across from convention center SE Door	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	6	Small building across from convention center SW Door	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	7	Small building across from convention center NW Door	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	8	Small building across from convention center NE Door	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	9	Convention Center Interior North	Roll up w/ chain	Inside on Right	Manual		Metal	8	7	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	10	Convention Center Interior Front Right	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-
EXPO Center	Taylor	1047	11	Convention Center Interior Front Left	Roll up w/ chain	Inside on Right	Manual		Metal	8	8	Full Service	$	299.00	$	-

EXPO Center	Taylor	1047	12	Convention Center Exterior South	Roll up	N/A	Manual	Cornell		Metal	15	15	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	13	Convention Center Concession West	Roll up	N/A	Manual			Metal	5	15	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	14	Convention Center Concession East	Roll up w/ chain	Inside on Right	Manual			Metal	5	12	Full Service	$	399.00	$	-
EXPO Center	Taylor	1047	15	Main Pavilion West Concession Left	Roll up	N/A	Manual	Cornell		Metal	6	15	Full Service	$	399.00	$	-
Facilities Service Center	Georgetown	1063	1	Rear Left	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	Full Service	$	299.00	$	-
Facilities Service Center	Georgetown	1063	2	Rear Center	Roll up w/ chain	Inside on Right	Manual	N/A	N/A	Metal	12	12	Full Service	$	399.00	$	-
Facilities Service Center	Georgetown	1063	3	Rear Right	Roll up	N/A	Manual	N/A	N/A	Metal	8	10	Full Service	$	299.00	$	-
ESOC	Georgetown	1071	1	Rear	Roll up while chain	Inside Right	Manual			Metal	12	8	Full Service	$	399.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	1		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	2		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	3		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	4		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	5		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg D-Radio Shop	Georgetown	1077	6		Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg E-EMS	Georgetown	1078	1	Rear Warehouse	Roll up No Chain	Inside Right	Electric	Cookson		Metal	15	15	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	1	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	2	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	3	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	4	Building 1	Roll up No Chain	Inside Right	Electric	Cookson		Metal	18	12	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	5	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	6	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	7	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	8	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	9	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	10	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	11	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
NCF-Bldg G-Impound	Georgetown	1079	12	Building 2	Roll up No Chain	Inside Right	Electric	Cookson		Metal	12	10	Full Service	$	599.00	$	-
Georgetown Annex	Georgetown	1080		Interior 2nd Floor near JP	Roll up	Inside and outside	Electric	Cornell		chainmail	10	17	Full Service	$	599.00	$	-
Medic 11	Round Rock	1082	1	Front Right	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	Full Service	$	599.00	$	-

Medic 11 addition	Round Rock	1082	1	Front of the building	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door	RSX	Horizontal panels 6 metal and 1 glass	13	13	Full Service	$	599.00	$	-
Medic 11	Round Rock	1082	2	Front Left	Roll overhead on track w/chain	Inside on Right	Electric	Overhead Door		Horizontal panels 5 metal and 2 glass	14	12	Full Service	$	599.00	$	-
Facilities Warehouse	Georgetown	?	1	East	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	Full Service	$	599.00	$	-
River Ranch Barn	Liberty Hill	?	1	Maint Bldg Back Left	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	Full Service	$	599.00	$	-
SW Regional Park	Leander	?	1	Maint Bldg North Right	Roll up w/ chain	Inside Right	Manual			Metal	14	12	Full Service	$	599.00	$	-
Facilities Warehouse	Georgetown	?	2	West	Roll up w/ chain	Inside Right	Manual	N/A	N/A	Metal w/ insulation	14	14	Full Service	$	599.00	$	-
River Ranch Barn	Liberty Hill	?	2	Maint Bldg Back Mid	Roll up w/ chain	Right inside	Electric	Cornell		Metal	15	20	Full Service	$	699.00	$	-
SW Regional Park	Leander	?	2	Maint Bldg North Left	Roll up w/ chain	Inside Right	Manual			Metal	14	12	Full Service	$	599.00	$	-
Facilities Warehouse	Georgetown	?	3	North	Roll up	N/A	Manual	N/A	N/A	Metal w/ insulation	8	12	Full Service	$	399.00	$	-
River Ranch Barn	Liberty Hill	?	3	Maint Bldg Back Right	Roll up w/ chain	Right inside	Manual	Cornell		Metal	15	10	Full Service	$	599.00	$	-
SW Regional Park	Leander	?	3	Maint Bldg East	Roll up	N/A	Manual			Metal	8	8	Full Service	$	299.00	$	-
River Ranch Barn	Liberty Hill	?	4	Maint Bldg Side	Roll up w/ chain	Right inside	Manual	Cornell		Metal	12	10	Full Service	$	499.00	$	-
SW Regional Park	Leander	?	4	Maint Bldg South Left	Roll up w/ chain	Inside Right	Manual			Metal	14	12	Full Service	$	599.00	$	-
SW Regional Park	Leander	?	5	Maint Bldg South Right	Roll up w/ chain	Inside Right	Manual			Metal	14	12	Full Service	$	599.00	$	-
SW Regional Park	Leander	?	6	Baseball Concession Left	Roll up	N/A	Manual	Cookson		Metal	5	8	Full Service	$	299.00	$	-
SW Regional Park	Leander	?	7	Baseball Concession Right	Roll up	N/A	Manual	Cookson		Metal	5	8	Full Service	$	299.00	$	-
SW Regional Park	Leander	?	8	Soccer/Tennis Concess Right	Roll up	N/A	Manual	Cookson		Metal	5	8		$	299.00		
SW Regional Park	Leander	?	9	Soccer/Tennis Concess Left	Roll up	N/A	Manual	Cookson		Metal	5	8		$	299.00		
SW Regional Park	Leander	?	10	Soccer/Tennis Concess Side	Roll up	N/A	Manual	Cookson		Metal	5	6		$	299.00		
Animal Shelter	Georgetown	NA		Rear of exterior kennel	Roll up	N/A	Manual	N/A	N/A	Metal	7	8		$	299.00		
Animal Shelter	Georgetown	NA		Small Dog Intake	Roll overhead on track w/chain	Inside	Electric	Lift Master		4 Horizontal Pannels	9	10		$	499.00		
Animal Shelter	Georgetown	NA		Cats Facing In	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10		$	499.00		
Animal Shelter	Georgetown	NA		Cats Facing Out	Roll overhead on track w/chain	Inside	Electric	Overhead Door		5 Horizontal Pannels	9	10		$	499.00		
EXPO North Pavilion	Taylor		1	South Side Right	Roll up w/ chain right	Inside Right	Electric			Metal	14	14		$	599.00		
NCF-Bldg J (Sign Shop?)	Georgetown		1	Building J	Roll up w/ chain	Inside on Right	Manual			Metal	10	12		$	599.00		
EXPO North Pavilion	Taylor		2	South Side Middle	Roll up w/ chain right	Inside Right	Electric			Metal	14	14		$	599.00		
EXPO North Pavilion	Taylor		3	South Side Left	Roll up w/ chain right	Inside Right	Electric			Metal	14	14		$	599.00		
EXPO North Pavilion	Taylor		4	Southwest Exterior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10		$	499.00		
EXPO North Pavilion	Taylor		5	Southwest Interior	Roll up w/ chain right	Inside Right	Electric			Metal	10	10		$	499.00		

EXPO North Pavilion	Taylor	6	East Interior	Roll up w/ chain right	Inside Right	Electric	Metal	12	8	$	299.00
EXPO North Pavilion	Taylor	7	Northeast Exterior	Roll up w/ chain right	Inside Right	Electric	Metal	10	10	$	499.00
EXPO North Pavilion	Taylor	8	East Side Right	Roll up w/ chain right	Inside Right	Electric	Metal	14	12	$	599.00
EXPO North Pavilion	Taylor	9	East Side Middle Right	Roll up w/ chain right	Inside Right	Electric	Metal	14	12	$	599.00
EXPO North Pavilion	Taylor	10	East Side Middle Left	Roll up w/ chain right	Inside Right	Electric	Metal	14	12	$	599.00
EXPO North Pavilion	Taylor	11	East Side Left	Roll up w/ chain right	Inside Right	Electric	Metal	14	12	$	599.00
										$	56,785.00

Commissioners Court - Regular Session **26.**

Meeting Date: 01/12/2021

Advertise Approval T2910 County Road Seal Coat FY 21 Improvements

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for County Road Seal Coat FY 21 Improvements under IFB #T2910.

Background

Williamson County is seeking qualified companies to provide for purchase of County Road Seal Coat FY 21 Improvements, picked up at plant site or delivered to Williamson County Department of Infrastructure in Georgetown, TX. Department point of contact is Terron Evertson, Budget amount of $1,215,082.00. Funding Source for FY 2021 - 01.0200.0210.003599

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 10:36 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:51 AM
Form Started By: Andrew Portillo		Started On: 01/06/2021 02:50 PM
Final Approval Date: 01/07/2021		

Commissioners Court - Regular Session **27.**

Meeting Date: 01/12/2021

Advertise Approval T2911 Schultz Ln and Meister Ln Milling, Sealing, Overlay and Striping

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Schultz Ln and Meister Ln Milling, Sealing, Overlay and Striping under IFB #T2911.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced milling, sealing, overlay, striping crews and equipment to surface Schultz and Meister Ln from County Line to SH 45 and from Schultz Ln to County Line. Department point of contact is Terron Evertson. Budget amount of $389,509.00. Funding Source for FY 2021, Budget Account 01.0200.0210.003599

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 10:34 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:52 AM
Form Started By: Kim Chappius		Started On: 01/06/2021 02:54 PM
Final Approval Date: 01/07/2021		

Commissioners Court - Regular Session **28.**

Meeting Date: 01/12/2021

Advertise Approval T2912 Gattis School Road and Red Bud Ln Milling, Sealing and Overlay

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Gattis School Road and Red Bud Ln Milling, Sealing and Overlay under IFB #T2912.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced milling, sealing, overlay, striping crews and equipment to resurface county segments of Gattis School Rd and Red Bud Ln from Red Bud LN to SH130. Department point of contact is Terron Evertson. Budget amount of $792,638.00, Funding Source for FY 2021 - Budget Account - 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	01/07/2021 10:33 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:52 AM
Form Started By: Kim Chappius		Started On: 01/06/2021 03:25 PM
Final Approval Date: 01/07/2021		

Commissioners Court - Regular Session **29.**

Meeting Date: 01/12/2021

Capital Metropolitan Transportation Authority License Agreement

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on County Road 200 Improvements License Agreement with Capital Metropolitan Transportation Authority.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Capital Metropolitan Transportation Authority License Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 09:56 AM
Form Started By: Vicky Edwards		Started On: 12/29/2020 03:42 PM
Final Approval Date: 01/07/2021		

PUBLIC ROAD CROSSING LICENSE AGREEMENT
M2010012

This Public Road Crossing License Agreement (this "**Agreement**"), is made by and between Capital Metropolitan Transportation Authority ("**Licensor**"), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, whose address is 700 Lavaca Street, Suite 1400, Austin, Texas 78701, and Williamson County, a county of the State of Texas ("**Licensee**"), whose address is 3151 S. E. Inner Loop, Suite B, Georgetown, Texas 78626. Licensor and Licensee are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Licensor maintains 162 miles of railroad right-of-way ("**Railroad ROW**") including the track, track support structures and the real property in the counties of Bastrop, Burnet, Lee, Llano, Travis and Williamson, Texas (collectively the "**Giddings-Llano Line**").

B. Licensee desires to construct, modify, maintain and use a public road crossing (the "**Crossing**") over the Giddings-Llano Line within the portion of the Railroad ROW located at Latitude 30°40'34.95"N, Longitude 97°55'56.75"W and Mile Post 95.3, in Liberty Hill, Williamson County, Texas as described in **Exhibit "A"** attached hereto (the "**Crossing Area**"), which may include modifications and relocation of the existing grade crossing warning system, and the construction of sidewalks and culverts (collectively, the "**Improvements**"). The term "public road crossing" or "Crossing" shall include the concrete crossing material, pavement, grading, barricades, street lighting, drainage, facilities, signs, pavement markings, active warning devices/signals and approaches.

C. Licensor desires to grant Licensee the right to construct, maintain and use the Crossing over the Giddings-Llano Line subject to the terms set forth below.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. LICENSE GRANT

Licensor, subject to the conditions, limitations and reservations hereinafter set forth, hereby grants Licensee a non-exclusive license in, on, over, through and across the Crossing Area, for the limited purpose of constructing, maintaining, using, and repairing the Crossing over and across the Crossing Area for the Permitted Use (defined below). In consideration of the license granted herein, Licensee, on behalf of itself and its successors and assigns, acknowledges that any prior use of the Crossing by Licensee or its predecessors in interest was with the permission of Licensor and was not adverse to the rights of Licensor, and Licensee on behalf of itself and its successors and assigns hereby terminates and releases any and all rights of access over the Crossing Area that were or could have been acquired through prescriptive or other implied rights. The foregoing release shall be included in the Memorandum of License attached hereto as **Exhibit "D"**.

2. MAINTENANCE AND USE OF THE CROSSING AREA

(a) Compliance with Laws. Licensee shall strictly comply with all applicable federal, state, municipal and other governmental regulations in Licensee's use of the Crossing and in the exercise of any

rights granted to Licensee hereunder. Licensee shall immediately send Licensor copies of any notices received from public or government authorities relating to the Crossing.

(b) Required Approvals. Licensee shall, at its sole cost and expense, obtain all necessary governmental approvals and permits for Licensee's use of the Crossing. Licensee shall provide evidence of such easements, licenses, approvals and permits to Licensor immediately upon request by Licensor. Licensee shall, where necessary, pay to have present at the time of construction, contractors designated by Licensor to oversee the construction activities ("**RWIC**") at the rates set at the time of construction

(c) Use. Licensee represents and warrants to Licensor that the Crossing shall be used for the construction, modification, maintenance and use of a public road in accordance with the terms of this Agreement (the "**Permitted Use**"). Licensee shall (i) not change the use of the Crossing to a use other than the Permitted Use without the prior written consent of Licensor, and (ii) take any and all necessary actions to preserve the public character of the Crossing and to prevent the use of the Crossing for other purposes, at its sole cost and expense.

(d) Design, Construction, Operation and Maintenance.

i. Performance by Pre-Approved Contractors. Except as otherwise required by applicable state or federal procurement laws, rules or regulations (together, "**Procurement Laws**"), Licensee hereby agrees that the design, construction, modification and maintenance of the Crossing shall be performed by approved vendors on Licensor's design and construction firms list attached hereto as **Exhibit "B"** (the "**Pre-Approved Contractors**") who have the special expertise needed to design, construct and, where applicable, relocate and activate the Improvements (the "**Work**") at Licensee's sole cost and expense. Licensor reserves the right to modify the Pre-Approved Contractor list at its sole discretion with reasonable notice to the Licensee.

ii. Performance by Alternative Contractors. In the event Procurement Laws prohibit Licensee from using Pre-Approved Contractors to perform all or a portion of the Work, Licensee may select qualified design and/or construction contractors of its choosing through its normal procurement process (the "**Alternative Contractors**").

iii. Approval of Plans and Specifications. During the design phase and prior to commencing any Work on the Crossing Area, Licensee must submit copies of the design plans and specifications ("**Plans and Specifications**") to Licensor for review and written approval. The Plans and Specifications must be approved by State-certified engineers. If any part of the Plans and Specifications is performed by an Alternative Contractor, Licensor reserves the right to have Licensor's contractor review the Alternative Contractor's designs at Licensee's sole cost and expense (the "**Design Review**"). Design Review shall be completed and payment for the Design Review, as applicable, shall be made in advance at 30%, 60%, 90% and 100% completion of the Plans and Specifications. By reviewing the Plans and Specifications, neither Licensor nor its contractor assume Licensee's responsibility for the design. Licensee shall bear all costs arising from the discovery of any errors, inconsistencies or omissions in the Plans and Specifications, including those identified during the Design Review.

iv. Approval of Construction Plans. It is agreed that Licensor shall have absolute approval authority over the final design of the Crossing. During the design phase and prior to commencing construction on the Crossing Area, a copy of the construction plans ("**Construction Plans**") showing the exact location, type and depth of the construction, any

cathodic protection measures and any working area, shall be submitted for written approval to Licensor. Such approval shall not be unreasonably withheld. No Work shall commence until the Construction Plans have been approved by Licensor.

v. **Remediation Process.** Licensor's failure to provide comments or approval of the Plans and Specifications or Construction Plans within ten (10) business days after Licensee's submittal of same shall be deemed as disapproval thereof. If the Plans and Specifications or Construction Plans are returned to Licensee with comments, but not bearing approval of Licensor, the Plans and Specifications or Construction Plans, as applicable, shall be immediately revised by Licensee and resubmitted to Licensor for approval within ten (10) business days of their receipt by Licensee. If Licensor disapproves the revised Plans and Specifications or Construction Plans, Licensee shall further revise the Plans and Specifications or Construction Plans, as applicable, to meet Licensor's objections, if any, and resubmit the further revised Plans and Specifications or Construction Plans to Licensor for its review and approval. The foregoing procedure shall be repeated until the Plans and Specifications are approved in accordance with the terms of this Agreement.

vi. **Construction Inspection and Testing.**

a. If any part of the Work is performed by an Alternative Contractor, Licensor reserves the right to inspect and test, or have its contractor inspect and test the Alternative Contractor's Work at Licensee's sole cost and expense. If Licensor in its sole discretion determines that the Work is unacceptable, Licensor may elect to remediate the Work, or have its contractor remediate the work, at Licensee's sole cost and expense, to ensure the Giddings-Llano Line is available for uninterrupted service.

b. Licensor has the right to test and commission or have its contractor test and commission the Crossing prior to use ("**Performance Testing**"). If Licensor determines, in its sole discretion, that the Crossing fails the Performance Testing, then Licensee shall immediately take such actions as are required to correct the Work so as to ensure the proper functioning of the Crossing, and notify Licensor when the Crossing is ready to be re-tested. The foregoing procedure shall be repeated, at Licensee's sole cost and expense, until the Performance Testing is approved by Licensor. Alternatively, Licensor may elect to remediate the Work, or have its contractor remediate the Work, at Licensee's sole cost and expense.

vii. **Positive Train Control ("PTC")**. In the event it is determined that a modification to the PTC system is required, Licensee shall be solely responsible for the related design, construction and testing costs.

viii. **Standards**. Licensee shall require its Contractors ("**Contractor**" means Pre-Approved Contractors or Alternative Contractors, as applicable) performing the Work to design any modification to the Crossing Area to be consistent with Licensor standards and policies and applicable state and federal laws, rules and regulations including but not limited to the Federal Railroad Administration regulations and requirements, including those for designation as a quiet zone as specified in 49 C.F.R. Part 222, including Appendix A Supplementary Safety Measures, and American Railway Engineering and Maintenance-of-Way Association standards and policies.

ix. **No Obstruction**. Licensee shall keep all property (including all improvements and personal property) owned by Licensee that is located within 250 feet from the Crossing and parallel and perpendicular to the tracks (but excluding any portion thereof lying within the Giddings-

Llano Line), free and clear of any and all vegetation, undergrowth and debris, so as not to obscure the view of trains and approaching vehicles.

x. **Barriers**. Licensee shall construct, erect and maintain, to Licensor's satisfaction, fencing, cattle guards and other barriers as may be reasonably necessary (in Licensor's sole opinion) to prevent cattle and other animals from entering onto the Giddings-Llano Line.

xi. **Corrosion**. **Licensor's use of the Crossing Area may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Crossing Area and that such presence could produce corrosive effects to the Crossing Area. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.**

xii. **No interference**. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Crossing on the Crossing Area shall be done in such a manner so as not to interfere in any way with the operations of Licensor or with any railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Crossing Area as required shall be made a part of the design and construction of the Crossing Area.

xiii. **No Hazards**. Licensee agrees to design, construct, reconstruct and maintain the Crossing Area in such a manner so as not to create a hazard to the use of the Crossing Area, and further agrees to pay any damages which may arise by reason of Licensee's use of the Crossing Area.

xiv. **Cathodic Protection**. Licensee agrees to institute and maintain a reasonable testing program to determine whether additional cathodic protection of construction on the Crossing Area is necessary and if it is or should become necessary, such shall be responsible for the cost of cathodic protection shall be immediately instituted by Licensee at its sole cost and expense as necessary for the construction of the Crossing Area.

xv. **Financial Obligations**.

a. Licensee shall pay for the entire cost of designing, constructing and maintaining the Crossing, including but not limited to costs associated with engineering services, permits, application fees and RWIC charges, except as provided in subsection (b) below.

b. Licensor shall pay for the cost of maintaining the railroad tracks and the area within a two (2)-feet distance of the railroad tracks within the Crossing Area.

c. Licensee shall pay the future costs of reconstruction within the limits of the railroad ties within the Crossing Area. This area of the public road crossing may become impossible to maintain. In the event maintenance is no longer possible and reconstruction is necessary, Licensor and Licensee shall agree on the type of reconstruction, and Licensee shall reconstruct the road crossing within the limits of the railroad ties, at the sole cost of the Licensee.

d. Licensee shall timely pay submitted invoices under this Agreement within thirty (30) days after the receipt of each invoice from Licensor. The invoices will be accompanied by supporting documentation, detailing the Work performed and the cost of materials and labor to perform the Work.

xvi. **Duty of Care**. Licensee and/or its Contractors shall use reasonable care during the construction period and thereafter, to avoid damaging existing building, equipment, vegetation on or about the Crossing Area and any adjacent property owned by or under the control of Licensor. If Licensee or its Contractors cause damage, Licensee and/or its Contractors shall immediately make appropriate replacement or repair the damage at no cost or expense to Licensor. If Licensee or its Contractors fail or refuse to make such replacement, Licensor shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee.

xvii. **Traffic Control**. Licensee shall provide traffic control and all necessary safety measures during construction or maintenance operations to accommodate Work.

xviii. **Subsurface Installations**. Licensor makes no warranty regarding subsurface installations on the Crossing Area. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.

xix. **Grade Separation**. If at any time, in Licensor's determination, traffic volume or other circumstances should warrant a grade separation for the Crossing licensed hereunder, Licensee shall be responsible for the cost of installation of such grade separation to Licensor's standards, at no cost to Licensor.

(e) Damage to Signage and Support Structures. If any of Licensor's signage or support structures installed at the Crossing are damaged or defaced, then, regardless of the cause of such damage or defacement, the cost to replace or repair the signage or support structures shall be at Licensee's expense. In the event of such damage or defacement, Licensor may replace or repair the signage or support structures, as applicable, and invoice Licensee for the cost thereof. Licensee shall pay such invoice within thirty (30) days from the date the invoice is sent to Licensee.

3. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

(a) Licensor's Rights. This Agreement and the rights granted to Licensee hereunder are and shall be subordinate to (i) the prior and continuing right and obligation of Licensor to use and maintain the Giddings-Llano Line, (ii) Licensor's rail freight operations and passenger rail operations, and (iii) Licensor's rights expressly reserved herein.

(b) Superior Rights. This Agreement and the rights granted to Licensee hereunder are and shall be subordinate to all outstanding superior rights including all easements, restrictions, covenants, licenses, encumbrances, leases, conditions, liens and claims of title affecting the Crossing Area and/or the Giddings-Llano Line, including the prior rights of the City of Austin set forth in Quitclaim Deed dated May 20, 1998 recorded in Volume 13187, Page 3118 of the Real Property Records of Travis County, Texas, and the right of Licensor to renew and extend the same.

(c) Federal Grants and Loans. This Agreement and the rights granted to Licensee hereunder are and shall be subordinate to the authority of the Federal Transit Administration and the requirements of any federal grants or other financing obtained by Licensor (whether prior to or after the date hereof) in connection with its acquisition, use, repair and maintenance of the Giddings-Llano Line.

(d) Rail Freight Services Contracts. This Agreement and the rights granted to Licensee hereunder are and shall be subordinate to all existing and future contracts entered into by Licensor for rail freight services along the Giddings-Llano Line.

4. LICENSOR'S RIGHTS

Notwithstanding anything herein to the contrary, Licensor reserves the right, to be exercised by Licensor or any other parties who may obtain permission or authority from Licensor, to construct, maintain, repair, renew, use, operate, change, modify or relocate (i) railroad tracks and related structures, facilities and appurtenances, (ii) signal, power, communication, fiber optics or other wire lines and appurtenances (whether or not used in connection with Licensor's operations), and (iii) water, gas or other pipelines and appurtenances (whether or not used in connection with Licensor's operations), upon, over, along, across or under any or all parts of the Crossing Area and the Giddings-Llano Line, any of which may be freely done at any time by Licensor without liability to Licensee or to any other Party for compensation or damages. Licensor, and its agents, successors and assigns, consistent with the rights herein granted, reserve the right to use the Crossing Area and the Giddings-Llano Line for any and all other purposes not inconsistent with the rights granted to Licensee in this Agreement.

5. LICENSOR'S RIGHT TO CLOSE OR RELOCATE THE CROSSING

Whenever Licensor deems it necessary or desirable in the furtherance of its railroad operating requirements or for the improvement and use of the Giddings-Llano Line to relocate the Crossing or close the Crossing, Licensor may do so, in which event this Agreement and the Memorandum of License shall terminate.

6. TERM

(a) Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect unless terminated as herein provided.

(b) Licensor Termination Rights. Licensor may terminate this Agreement at any time upon the occurrence of any of the following events:

i. There is a significant change in the volume or nature of traffic at the Crossing, which shall be determined in Licensor's sole discretion;

ii. Licensee is using the Crossing Area for a purpose or in a manner not permitted by this Agreement;

iii. Licensor deems it necessary or desirable in the furtherance of its railroad operating requirements or for the improvement and use of the Giddings-Llano Line to close the Crossing;

iv. Licensee fails to perform or comply with any other term or provision of this Agreement and does not remedy such failure within five (5) days after receipt of written notice from Licensor of such noncompliance, unless such default could pose a safety risk, in which event Licensor may terminate this Agreement without notice or opportunity to cure.

7. INSURANCE

Licensee shall cause its respective Contractors hired to perform any Work in connection with this Agreement to obtain and maintain insurance of the types and in the amounts as set forth on **Exhibit "C"** attached to this Agreement.

8. RESPONSIBILITY FOR LIABILITY

To the extent allowed by Texas law, the Parties agree that each Party is responsible to the exclusion of any such responsibility of the other Party for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

9. ENVIRONMENTAL COMPLIANCE

Licensee shall not keep, store, use or discharge any hazardous materials or toxic substances on or under the Crossing Area or any part of the Giddings-Llano Line, or cause or permit the foregoing to be done by third parties. Licensee shall comply strictly with all applicable Federal, State and local laws, ordinances, rules and regulations regarding hazardous materials or toxic substances with respect to the Crossing Area and the Giddings-Llano Line. Licensor may take all necessary actions to investigate and clean up or respond to any known, suspected, or threatened discharge of any hazardous materials or toxic substances on or under the Crossing Area or any part of the Railway ROW. To the extent such discharge was caused by Licensee, its guests, tenants, employees, contractors, invitees, agents, or predecessors-in-interest, Licensee shall reimburse Licensor for its costs and expenses incurred to remediate such discharge within thirty (30) days after receipt of an invoice from Licensor for such costs and expenses. If Licensor elects to remediate any discharge on or under the Crossing Area or any part of the Railway ROW, Licensee shall cooperate with and grant Licensor such rights and privileges as may be necessary to investigate, clean up or respond to such discharge, and Licensee hereby grants Licensor the right to access any property owned by Licensee as may be necessary (in Licensor's sole opinion) for Licensor to do the same. The provisions of this paragraph shall survive termination of this Agreement.

10. DEFAULT

In the event of default by Licensee under this Agreement, Licensor may pursue any right or remedy provided herein or available at law or in equity, including, without limitation, the right to immediately terminate this Agreement. Additionally, (and without limiting Licensor's other remedies), Licensor, at its option, may elect to remedy or cure Licensee's default at Licensee's cost and expense, in which case Licensee shall reimburse Licensor for its costs and expenses incurred to remedy or cure such breach within thirty days after receipt of an invoice from Licensor for such costs and expenses. If Licensor elects to cure or remedy a Licensee default, Licensee shall cooperate with and grant Licensor such rights and privileges as may be necessary to effectuate such cure or remedy, and Licensee hereby grants Licensor the right to access any property owned by Licensee as may be necessary (in Licensor's sole opinion) for Licensor to cure or remedy a breach of Licensee's obligations under this Agreement (including, without limitation, Licensee's maintenance, safety and environmental obligations hereunder).

11. RIGHT TO EJECT

Licensor may eject or cause to be ejected from the Crossing Area Licensee or any person acting under Licensee's authority or direction (including Licensee's Contractors, guests, tenants and invitees) who is engaging in conduct that is unlawful or unsafe, in Licensor's sole discretion. Licensor shall not be liable to Licensee for any damages that may be sustained by Licensee or the ejected person through Licensor's exercise of such right.

12. BLOCKED ACCESS

Licensor shall not be liable to Licensee for events beyond the reasonable control of Licensor that prevent or restrict access to the Crossing Area. If the use of the Crossing Area is prevented in whole or in material part by an event beyond the reasonable control of Licensor for more than thirty consecutive days, Licensor may terminate this Agreement upon written notice to Licensee. Licensee hereby releases and waives all claims against Licensor for any cost, loss, expense, liability or damages sustained by reason of such termination or restricted access to the Crossing Area.

13. MISCELLANEOUS

(a) **No Warranty. Licensor makes no representation or warranty as to the nature or extent of its right, title or interest in or to the Crossing Area, and any implied representation or warranty as to the nature or extent of Licensor's right, title and interest in or to the Crossing Area is hereby expressly disavowed by Licensor. Furthermore, Licensee acknowledges and agrees that it accepts the condition of the Crossing Area "as-is" with any and all latent and patent defects, and licensee acknowledges that Licensor has not made and does not make any warranties of the condition of the crossing area or that the Crossing Area is fit for a particular purpose.**

(b) **Obligation to Report**. Licensee agrees to report any dangerous or defective condition that exists on the Crossing Area to Licensor by telephone at (512) 997-0010.

(c) **No Waiver**. The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future enforcement of any such provision, covenant, agreement, condition or option.

(d) **Governing Law and Venue**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, and venue shall be in Travis County, Texas.

(e) **Compliance with Laws**. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines.

(f) **No Third-Party Beneficiaries**. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a Party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

(g) **Severability**. If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

(h) **Memorandum**. Licensor and Licensee agree to execute a "Memorandum of License" in the form attached hereto as **Exhibit "D"** at the same time they execute this Agreement. The Memorandum of License may be recorded in the Real Property Records where the Crossing Area is located. In no event shall this Agreement, the terms of this Agreement, or the Memorandum of License be recorded without Licensor's consent. Upon expiration or earlier termination of this Agreement, Licensee agrees to execute, acknowledge and deliver an appropriate instrument in

writing evidencing such expiration or earlier termination. Licensor is hereby irrevocably vested with full power and authority as attorney in fact for Licensee and in Licensee's name, place and stead (which shall be deemed coupled with an interest and irrevocable), to execute such instrument.

(i) **Other Instruments**. The Parties covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(j) **Time is of the Essence and Dates of Performance**. Time is of the essence in this Agreement. In the event that the date for performance by either Party of any obligation under this Agreement are required to be performed by such Party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

(k) **Notice**. All notices, demands, requests, consents, and approvals required under this Agreement or by law by either Party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

If to Licensee: Williamson County
County Engineer/Road and Bridge
Attn: J. Terron Evertson, P.E.
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

If to Licensor: Capital Metropolitan Transportation Authority
Attn: Director of Real Estate
507 Calles Street
Austin, Texas 78702

With copy to: Capital Metropolitan Transportation Authority
Attn: Chief Counsel
700 Lavaca Street, Suite 1400
Austin, Texas 78701

(l) **Signature**. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument. A copy, pdf or facsimile signature shall be deemed an original signature for all purposes hereunder.

(m) **No Assignment**. Licensee shall not assign this Agreement without the written consent of Licensor. If Licensee fails to secure Licensor's consent to any assignment, Licensee will continue to be responsible for the obligations and liabilities assumed herein. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, executors, administrators, successors and assigns.

(n) **Interpretation**. Whenever used herein, the term "including" shall be deemed to be followed by the words "with limitation." Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. Descriptive headings/captions herein are for convenience only and do not affect this Agreement's construction or interpretation.

(o) Survival. Termination of this Agreement shall not relieve Licensee's liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

(p) Application. Licensor is granting the license to use the Crossing in reliance on the information provided by Licensee. Licensee warrants that the information provided by Licensee is true, correct and complete. Breach of the foregoing warranty by Licensee, shall be a default under this Agreement.

(q) Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by either Party.

(r) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties respecting the construction of the project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties.

(s) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

14. FEDERAL NOTICES

(a) Non-Discrimination. Licensee shall not discriminate or permit discrimination against any person or organization because of race, color, age, religion, sex or national origin or for any other reason prohibited by law.

(b) Compliance with Environmental Standards. Licensee shall comply with the provisions of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

15. AKNOWLEDGEMENTS

This Agreement is in memory of the late Thomas N. Olechowski, P.E., HNTB's Director of Rail Engineering. Tom as we called him, was a true pioneer of the rail industry and major contributor to the success of the County Road 200 Project. Not only did Tom have the skills for building things, but he had a special gift for building relationships with the people he came in contact with. His knowledge and warm presence will truly be missed by his industry colleagues.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as the date of the last of the Parties to sign (the "**Effective Date**").

LICENSOR

Capital Metropolitan Transportation Authority

By: _____
Shanea Davis
Vice President
Property, Asset Management and Real Estate

Approved as to form

By: _____
Ayeola Williams, Staff Attorney

LICENSEE

Williamson County

By: _____
Bill Gravell, Jr.
Williamson County Judge

Date: _____

EXHIBIT A
DESCRIPTION OF CROSSING AREA (PLANS)

WILLIAMSON COUNTY

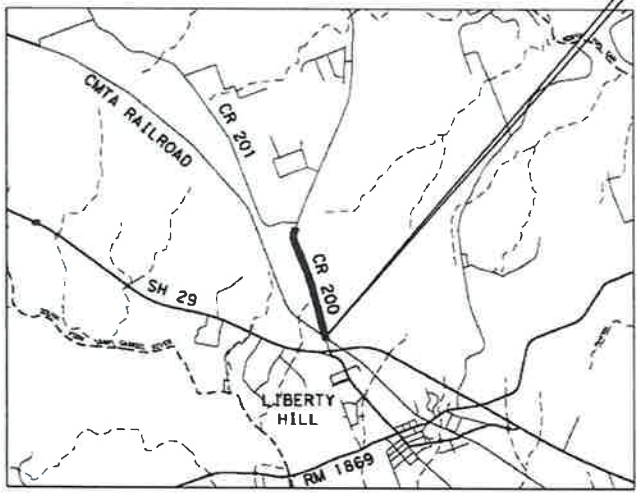
CR 200 AT-GRADE CROSSING REPLACEMENT MP 95.30
PRECINCT NUMBER 2
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
WEST SUBDIVISION, LIBERTY HILL, TEXAS

ROADWAY	CLASSIFICATION	DESIGN SPEED
ROADWAY	ADT (CURRENT)	ADT (DESIGN YEAR)
ROADWAY	DHV (CURRENT)	DHV (DESIGN YEAR)
ROADWAY	DIRECTIONAL DISTRIBUTION (D)	PERCENT TRUCKS (T)

FINAL SUBMITTAL

FOR THE RECONSTRUCTION OF THE EXISTING AT-GRADE CROSSING AT MP 95.30

CR 200
AT-GRADE CROSSING
DOT # 744800S
MP 95.30

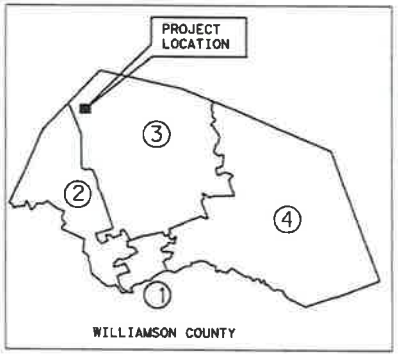


VICINITY MAP
N.T.S.

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: CMTA R.R. AT STA 105+93.25
WATERSHED: NONE
AREA OF DISTURBANCE: NONE

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.:



TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

HNTB
TBPE Firm Registration No 420

ENGINEER:
THOMAS N. OLECHOWSKI, PE
Project Manager
HNTB Corporation
701 Brazos St, Suite 450
Austin, TX 78701
(512) 447-5590

STATE OF TEXAS
THOMAS N. OLECHOWSKI
110903
REGISTERED
PROFESSIONAL ENGINEER
3/05/2020

WILLIAMSON COUNTY
1848

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CAP METRO REAL ESTATE

THE CAPITAL METRO RAIL STAFF SIGNATURE REFERENCES ONLY THE WORK TO BE CONSTRUCTED IN THE CAPITAL METRO RAILROAD RIGHT-OF-WAY (ROW).

REVIEWED BY:
CMTA

E-SIGNED by King Kaul
on 2020-10-05 20:40:30 GMT

KING KAUL, PE — DATE
Program Manager IV

E-SIGNED by David Dech
on 2020-10-06 12:19:01 GMT

DAVID DECH — DATE
Vice President Rail

EXHIBIT A

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES WITH CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.
2. THE CONTRACTOR SHALL CONTACT THE TEXAS EXCAVATION SYSTEM AT 1-800-344-8377 FOR EXISTING UTILITY LOCATIONS 48 HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES THAT ARE TO BE EXTENDED, TIED TO, CROSSED, OR ALTERED; OR SUBJECT TO DAMAGE/INCONVENIENCE BY THE CONSTRUCTION OPERATIONS.
3. CONTACT THE CITY OF LIBERTY HILL PUBLIC WORKS DEPARTMENT FOR EXISTING WATER AND WASTEWATER LOCATIONS 48 HOURS PRIOR TOCONSTRUCTION.
4. ANY CHANGES OR REVISIONS TO THESE PLANS MUST FIRST BE SUBMITTED TO THE HNTB DESIGN ENGINEER FOR REVIEW AND WRITTEN APPROVAL PRIOR TO CONSTRUCTION OF THE REVISION.
5. A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ANY PARTIAL OR COMPLETE ROADWAY CLOSURES. TRAFFIC CONTROL PLANS SHALL BE SITE SPECIFIC AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER. LANE CLOSURES ON ARTERIALS AND ANY FULL ROAD CLOSURES REQUIRE MESSAGE BOARDS NOTIFYING THE PUBLIC ONE WEEK PRIOR TO THE CLOSURE.
6. NO WORK IS TO BE PERFORMED BETWEEN THE HOURS OF 6:00 P.M. AND 7:00 A.M. THE CITY INSPECTOR RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER ALL WORK PERFORMED WITHOUT INSPECTION.
7. CONTACT THE CITY INSPECTOR 4 DAYS PRIOR TO WORK TO SCHEDULE ANY INSPECTIONS ON WEEKENDS OR CITY HOLIDAYS.
8. NO BLASTING IS ALLOWED.
9. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.
10. THE CONTRACTOR SHALL GIVE THE CITY OF LIBERTY HILL 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION. CONTACT ASSIGNED CITY INSPECTOR.
11. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD WITH THE CONTRACTOR, DESIGN ENGINEER/PERMIT APPLICANT AND THE CITY OF LIBERTY HILL REPRESENTATIVES PRIOR TO INSTALLATION OF EROSION/SEDIMENTATION CONTROLS AND TREE PROTECTION MEASURES AND PRIOR TO BEGINNING ANY WORK.
12. THE CONTRACTOR AND ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. THE ENGINEER SHALL FURNISH THE CITY OF LIBERTY HILL ACCURATE "RECORD DRAWINGS" FOLLOWING THE COMPLETION OF ALL CONSTRUCTION. THESE "RECORD DRAWINGS" SHALL MEET THE SATISFACTION OF THE ENGINEERING DEPARTMENTS PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR TO PROVIDE THE ENGINEER PDF HALF-SIZE (11"X17") AS-CONSTRUCTED DRAWINGS. THE ENGINEER WILL PROVIDE WILLIAMSON COUNTY AND CITY OF LEANDER ELECTRONIC HALF-SIZE PDF & CAD FILES REFLECTING CONTRACTOR'S AS-CONSTRUCTED DRAWINGS.
13. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT EASEMENTS. CLEANUP SHALL BE TO THE SATISFACTION OF THE ENGINEER.
14. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
15. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES. IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.
16. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST CITY OF LIBERTY HILL STANDARD SPECIFICATIONS. CITY OF LIBERTY HILL STANDARDS SHALL BE USED UNLESS OTHERWISE NOTED IN DETAILS.
17. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 1033 LA POSADA DR. SUITE 375, AUSTIN, TEXAS 78752-3032.
18. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT WHERE NOT SPECIFICALLY COVERED IN THE PROJECT SPECIFICATIONS SHALL CONFORM TO ALL CITY OF LIBERTY HILL DETAILS, AND CITY OF AUSTIN STANDARD SPECIFICATIONS.
19. PROJECT SPECIFICATIONS TAKE PRECEDENCE OVER PLANS AND SPECIAL CONDITIONS GOVERN OVER TECHNICAL SPECIFICATIONS.
20. HOT MIX ASPHALTIC CONCRETE PAVEMENT SHALL BE MINIMUM THICKNESS OF 2 INCHES WITH NO RECYCLED ASPHALT SHINGLES CONTENT.
21. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY RISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS OR GRADES NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT.
22. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL PERMITS, TESTS, APPROVALS AND ACCEPTANCES REQUIRED TO COMPLETE CONSTRUCTION OF THIS PROJECT.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION BETWEEN HIMSELF AND OTHER CONTRACTORS AND UTILITIES IN THE VICINITY OF THE PROJECT. THIS INCLUDES GAS, WATER, WASTEWATER, ELECTRICAL, TELEPHONE, CABLE TV AND STREET DRAINAGE WORK. ONCE THE CONTRACTOR BECOMES AWARE OF A POSSIBLE CONFLICT, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER WITHIN TWENTY-FOUR (24) HOURS.
24. THE CONTRACTOR MUST OBTAIN A CONSTRUCTION WATER METER FOR ALL WATER USED DURING CONSTRUCTION. A COPY OF THIS PERMIT MUST BE CARRIED AT ALL TIMES BY ALL WHO USE WATER.
25. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER. ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
26. THE CITY OF LIBERTY HILL SHALL NOT BE PETITIONED FOR ACCEPTANCE UNTIL ALL NECESSARY EASEMENT DOCUMENTS HAVE BEEN SIGNED AND RECORDED.
27. AN ENGINEER'S CONCURRENCE LETTER AND RECORD DRAWINGS SHALL BE SUBMITTED TO THE ENGINEERING DEPARTMENT PRIOR TO THE ISSUANCE OF CERTIFICATE OF COMPLETION OR SUBDIVISION ACCEPTANCE. THE ENGINEER AND CONTRACTOR SHALL VERIFY THAT ALL FINAL REVISIONS AND CHANGES HAVE BEEN MADE TO THE DIGITAL COPY PRIOR TO CITY SUBMITTAL. RECORD CONSTRUCTION DRAWINGS, INCLUDING ROADWAY AND ALL UTILITIES SHALL BE PROVIDED TO THE CITY IN DIGITAL FORMAT AS AUTOCAD ".DWG" FILES, MICROSTATION ".DGN" FILES OR ESRI ".SHP" FILES. LINE WEIGHTS, LINE TYPES AND TEXT SIZE SHALL BE SUCH THAT IF HALF-SIZE PRINTS (11"X17") WERE PRODUCED, THE PLANS WOULD STILL BE LEGIBLE. ALL REQUIRED DIGITAL FILES SHALL CONTAIN A MINIMUM OF TWO CONTROL POINTS REFERENCED TO THE STATE PLANE GRID COORDINATE SYSTEM - TEXAS CENTRAL ZONE (4203), IN US SURVEY FEET AND SHALL INCLUDE ROTATION INFORMATION AND SCALE FACTOR REQUIRED TO REDUCE SURFACE COORDINATES TO GRID COORDINATES IN US SURVEY FEET. SUBMITTALS WILL BE DONE ELECTRONICALLY.
28. TREES IN EXISTING ROW SHOULD BE PROTECTED OR NOTED IN THE PLANS TO BE REMOVED.

CONSTRUCTION SEQUENCE NOTES

1. SEE TRAFFIC CONTROL AND CLOSURE PLANS FOR DETAILS ON PROJECT PHASING AND DETAILS ON TRAFFIC CONTROL AND CLOSURE ITEMS. THE CITY SHALL BE CONTACTED 48 HOURS PRIOR TO INSTALLATION OF TRAFFIC CONTROL AND CLOSURES AS APPLICABLE FOR EACH AFFECTED ROADWAY. TXDOT SHALL BE CONTACTED AT LEAST FOUR (4) WEEKS PRIOR TO INSTALLATION OF TRAFFIC CONTROLS AND CLOSURES FOR EACH AFFECTED ROADWAY.
2. BARRICADES AND WARNING SIGNS SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND ARE GENERALLY LOCATED TO AFFORD MAXIMUM PROTECTION TO THE PUBLIC AS WELL AS CONSTRUCTION PERSONNEL AND EQUIPMENT TO ENSURE EXPEDITIOUS TRAFFIC FLOW AT ALL TIMES. DURING THE PROGRESS OF WORK, THE CONTRACTOR SHALL PROVIDE ACCESS FOR LOCAL TRAFFIC.

EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND TREE PROTECTIVE FENCING PRIOR TO ANY WORK (CLEARING, GRUBBING OR EXCAVATION). CONTACT LIBERTY HILL FOR ON SITE INSPECTION PRIOR TO BEGINNING CONSTRUCTION.
2. THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT WEEKLY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO ENSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES.
3. IF NEEDED, THE TEMPORARY SPOILS DISPOSAL SITE IS TO BE SHOWN IN THE EROSION CONTROL MAP.
4. ANY ON-SITE SPOILS DISPOSAL SHALL BE REMOVED PRIOR TO ACCEPTANCE UNLESS SPECIFICALLY SHOWN ON THE PLANS. THE DEPTH OF SPOIL SHALL NOT EXCEED 10 FEET IN ANY AREA. CONTRACTOR WILL MAINTAIN DUST CONTROL.
5. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE RESTORED WITH A MINIMUM OF 6 INCHES OF TOPSOIL AND COMPOST BLEND. TOPSOIL ON SINGLE FAMILY LOTS MAY BE INSTALLED WITH HOME CONSTRUCTION. THE TOPSOIL AND COMPOST BLEND SHALL CONSIST OF 75% TOPSOIL AND 25% COMPOST.
6. SEEDING FOR REESTABLISHING VEGETATION SHALL COMPLY WITH THE WILLIAMSON COUNTY'S PROTOCOL FOR SUSTAINABLE ROADSIDES (SPEC 164--WC001 SEEDING FOR EROSION CONTROL). RESEEDING VARIETIES OF BERMUDA SHALL NOT BE USED.
7. STABILIZED CONSTRUCTION ENTRANCE IS REQUIRED AT ALL POINTS WHERE CONSTRUCTION TRAFFIC IS EXITING THE PROJECT ONTO EXISTING PAVEMENT. LINEAR CONSTRUCTION PROJECTS MAY REQUIRE SPECIAL CONSIDERATION. ROADWAYS SHALL REMAIN CLEAR OF SILT AND MUD.
8. TEMPORARY STOP SIGNS SHOULD BE INSTALLED AT ALL CONSTRUCTION ENTRANCES WHERE A STOP CONDITION DOES NOT ALREADY EXIST.
9. IN THE EVENT OF INCLEMENT WEATHER THAT MAY RESULT IN A FLOODING SITUATION, THE CONTRACTOR SHALL REMOVE INLET PROTETION MEASURES UNTIL SUCH TIME AS THE WEATHER EVENT HAS PASSED.

CAP METRO REAL ESTATE

STATE OF TEXAS
THOMAS N. OLECHOWSKI
110903
REGISTERED PROFESSIONAL ENGINEER
3/05/2020

WILLIAMSON COUNTY

WILLIAMSON COUNTY PRECINCT #2

METRO

HNTB
TBPE F-3780
TBPLS Registration No. 1420

CR 200
AT-GRADE CROSSING
MP 95.30 LIBERTY HILL, TX

GENERAL NOTES
SHEET 1 OF 2

SHEET 3

STREET AND DRAINAGE NOTES

1. ALL SIDEWALKS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY OF LIBERTY HILL HAS NOT REVIEWED THESE PLANS FOR COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, OR ANY OTHER ACCESSIBILITY LEGISLATION, AND DOES NOT WARRANTY OR APPROVE THESE PLANS FOR ANY ACCESSIBILITY STANDARDS.
2. CONTRACTOR SHALL PROVIDE QUALITY TESTING FOR ALL INFRASTRUCTURES TO BE ACCEPTED AND MAINTAINED BY THE CITY OF LIBERTY HILL AFTER COMPLETION. THE CONTRACTOR SHALL NOTIFY THE CITY OF LIBERTY HILL ENGINEERING DEPARTMENT AT 512-778-5449 NO LESS THAN 48 HOURS PRIOR TO ANY TESTING.
3. DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT, INCLUDING GAS, ELECTRIC TELEPHONE, CABLE TV, ETC., SHALL BE A MINIMUM OF 36" BELOW SUBGRADE.
4. BARRICADES BUILT TO THE CITY OF LIBERTY HILL STANDARDS SHALL BE ERECTED ON ALL DEAD-END STREETS AND AS NECESSARY DURING CONSTRUCTION TO MAINTAIN JOB AND PUBLIC SAFETY.
5. ALL STRIPING, WITH THE EXCEPTION OF STOP BARS, CROSS WALKS, WORDS AND ARROWS, IS TO BE TYPE II (WATER BASED). STOP BARS, CROSS WALKS, WORDS AND ARROWS REQUIRE TYPE I THERMOPLASTIC.
6. MANHOLE FRAMES, COVERS, VALVES, CLEAN-OUTS, ETC. SHALL BE RAISED TO GRADE PRIOR TO FINAL PAVEMENT CONSTRUCTION.
7. CONTRACTOR SHALL NOTIFY THE LIBERTY HILL ENGINEERING DEPARTMENT AT 512-778-5449 AT LEAST 48 HOURS PRIOR TO THE INSTALLATION OF ANY DRAINAGE FACILITY WITHIN A DRAINAGE EASEMENT OR STREET ROW. THE METHOD OF PLACEMENT AND COMPACTION OF BACKFILL IN THE CITY'S ROW MUST BE APPROVED PRIOR TO THE START OF BACKFILL OPERATIONS.
8. A STOP BAR SHALL BE PLACED AT ALL STOP SIGN LOCATIONS.

GRADING NOTES

1. POSITIVE DRAINAGE SHALL BE MAINTAINED ON ALL SURFACE AREAS WITHIN THE SCOPE OF THIS PROJECT. CONTRACTOR SHOULD TAKE PRECAUTIONS NOT TO ALLOW ANY PONDING OF WATER.
2. AREAS OF SOIL DISTURBANCE ARE LIMITED TO GRADING AND IMPROVEMENTS SHOWN. ALL OTHER AREAS WILL NOT BE DISTURBED.

RAILROAD NOTES

ALL INFORMATION ASSOCIATED WITH THE CAPITAL METRO RIGHT-OF-WAY (ROW) REQUESTS CAN BE LOCATED ON THE CMTA WEBSITE VIA THE FOLLOWING INTERNET ADDRESS: HTTP://WWW.CAPMETRO.ORG/RAILROW

A. CMTA - ABBREVIATION FOR CAPITAL METRO TRANSIT AUTHORITY
B. RR ROW - IS RAILROAD RIGHT OF WAY
C. TOR - TOP OF RAIL
D. MOW - MAINTENANCE OF WAY

1. ANY WORKERS WORKING WITHIN THE RAILROAD RIGHT OF WAY NEEED TO GET RAILROAD WORKERS SAFETY TRAINING AND RECEIVE A YELLOW CARD AS PROOF OF THAT TRAINING. ANY WORKERS IN THE RAILROAD ROW NEED TO CARRY THE YELLOW CARD AT ALL TIMES.
2. CAPITAL METRO MUST APPROVE ALL ACCESS TO AND ACTIVITIES WITHIN THE CAPITAL METRO ROW PRIOR TO ENTERING INTO THE RAILROAD ROW OR THE PERFORMACE OF ANY WORK. ALL INDIVIDUAL(S)/CONTRACTOR(S) REQUIRING ACCESS TO THE RAILROAD ROW MUST HAVE AN APPROVED LICENSE AGREEMENT AND/OR WORK PERMIT PRIOR TO ANY WORK WITHIN THE RAILROAD ROW. INDIVIDUAL(S)/CONTRACTOR(S) SHALL FOLLOW ALL SAFETY REQUIREMENTS OF CAPITAL METRO AND ALL WORKERS PERFORMING WORK IN THE RAILROAD ROW MUST SUCCESSFULLY COMPLETE THE CAPITAL METRO ROADWAY WORKER CERTIFICATION, AT ALL TIMES, A VALID CERTIFICATION CARD MUST BE IN THEIR POSSESSION WHILE IN THE RAILROAD ROW.
3. ANY WORK WITHIN THE FOUL ZONE (DEFINED AS 25 FEET FROM THE CENTER OF THE NEAREST TRACK) OF THE RAILROAD ROW CAN ONLY PROCEED WITH THE PRESENCE OF A QUALIFIED EMPLOYEE IN CHARGE (RWIC). ANY WORK INVOLVING EQUIPMENT THAT HAS THE POTENTAIL TO ENTER THE FOUL ZONE MAY ONLY BE PERFORMED WITH THE PROTECTION OF A QUALIFIED RWIC. SCHEDULING OF RWICs IS COORDINATED BY CAPITAL METRO RAIL OPERATIONS.
4. CONTRACTOR SHALL NOTIFY CMTA AND ITS MOW AND OPERATIONS CONTRACTOR, HERZOG TRANSIT SERVICES, THREE (3) WEEKS BEFORE COMMENCING WORK WITHIN THE CMTA RIGHT-OF-WAY IN ORDER TO SCHEDULE ROADWAY WORKER TRAINING CLASSES, TRACK ACCESS AND EMPLOYEE-IN-CHARGE (RWIC) SERVICES IF NEEDED AND SCHEDULE TRACK OUTAGES. CONTRACTOR IS RESPONSIBLE FOR ALL RWIC COSTS.

   ROADWAY WORKDER TRAINING IS PROVIDED BY HERZOG TRANSIT SERVICES (HTSI). CONTACT HTSI'S DIRECTOR OF SAFETY AND TRAINNG AT (512) 852-7289 FOR INFORMATION REGARDING TRAINING.
5. COMPLY WITH ALL CONDITIONS OF PERMIT FOR CONSTRUCTION IN RAILROAD ROW.
6. CONSTRUCTION IN RAILROAD ROW SHALL NOT PROGRESS UNTIL PROOF OF INSURANCE IS PROVIDED TO CMTA.
7. THE CONTRACTOR MUST REQUEST THAT ALL RAILROAD SIGNAL GRADE CROSSING AND COMMUNICAITON CABLES WITHIN THE LIMITS OF CONTRUCTION BE LOCATED AND TAKE CARE NOT TO DAMAGE THEM. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN MARKING OF CABLES AND FOR THE REPAIR OF ANY DAMAGE TO CAPITAL METRO SIGNAL FACILITIES.
8. SIGNAL CIRCUITS ARE DESIGNED TO GIVE 20 SECONDS MINIMUM WARNING TIME (MWT) PRIOR TO THE ARRIVAL OF THE FASTEST TRAIN AT THIS CROSSING.
9. CONSTANT WARNING GCP ALSTOM ELECTROLOGIXS XP4 CIRCUITS ARE TO BE USED AT THIS LOCATION.
10. THE CONTRACTOR WILL FURNISH AND INSTALL OR REPLACE THE APPROPRIATE PAVEMENT MARKINGS AS OUTLINED ON THE ATTACHED LAYOUT AND STANDARD SHEET IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
11. CITY OF LIBERTY HILL AGREES TO MAINTAIN THE PAVEMENT MARKINGS AND ADVANCE WARNING SIGNS PLACED ALONG THE ROADWAY UNDER THEIR JURISDICTION IN ACCORDANCE WITH THE GUIDELINES IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND AS SHOWN ON THE LAYOUT AND STANDARDS SHEETS AS ACKNOWLEDGED ON THE TITLE SHEET.
12. THE CONTRACTOR SHALL STENCIL THE DOT-ARR NUMBERS ON THE SIGNAL MASTS FACING THE ADJACENT ROADWAY IN 2" BLACK LETTERING.
13. CITY OF LIBERTY HILL TO TRIM AND MAINTAIN TREES AND VEGETATION FOR ADEQUATE VISIBILITY OF THE CROSSING SIGNALS AND ADVANCED WARNING SIGNS AS ACKNOWLEDGED ON THE TITLE SHEET.
14. THE CONTRACTOR WILL PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE GUIDELINES IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
15. 6 TRAINS PER DAY AT 35 M.P.H. 5400 V.P.D AT 30 M.P.H.
16. TRACKS ARE TO BE ADJUSTED TO PROVIDE A SMOOTH RIDE AS DIRECTED BY THE ENGINEER OR THEIR REPRESENTATIVE.
17. REMOVE AND REPLACE CROSSTIES.
18. CROSSTIES ARE TO BE REPLACED IN ACCORDANCE WITH CROSSING MATERIAL SPECS.
19. PROJECT SHALL BE COMPLETED WITHIN X HRS OF INITIATION OF CROSSING WORK.
20. WORK TO BE DONE BY CONTRACTOR:
    1. FURNISH AND INSTALL BARRICADES AND ADVANCE WARNING SIGNS
    2. PROVIDE PERSONNEL TO OPERATE CONTINUOUS TRAFFIC CONTROL.
    3. REPAIR ROADWAY AFTER COMPLETION OF THE PROJECT.
    4. FURNISH AND INSTALL BASE MATERIAL UNDER CROSSING IF NECESSARY.

CAP METRO REAL ESTATE

STATE OF TEXAS
THOMAS N. OLECHOWSKI
110903
REGISTERED PROFESSIONAL ENGINEER

3/05/2020

WILLIAMSON COUNTY

WILLIAMSON COUNTY PRECINCT #2

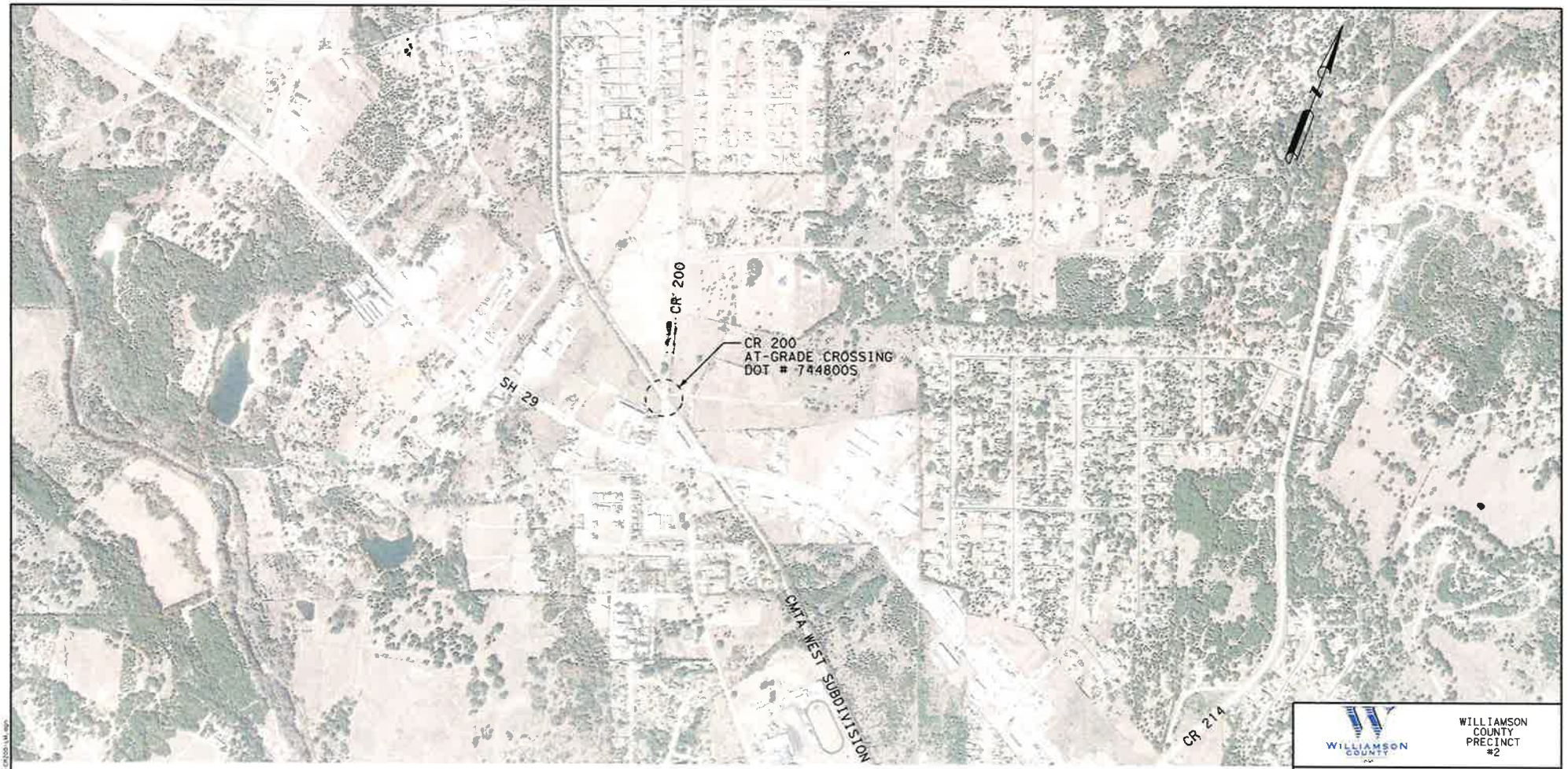
METRO

HNTB
TBPE FIRM Registration No.: F-420

CR 200
AT-GRADE CROSSING
MP 95.30 LIBERTY HILL, TX

GENERAL NOTES
SHEET 2 OF 2

SHEET 4



WILLIAMSON COUNTY

WILLIAMSON COUNTY PRECINCT #2

METRO

HNTB

CR 200
AT-GRADE CROSSING
MP 95.30 LIBERTY HILL, TX

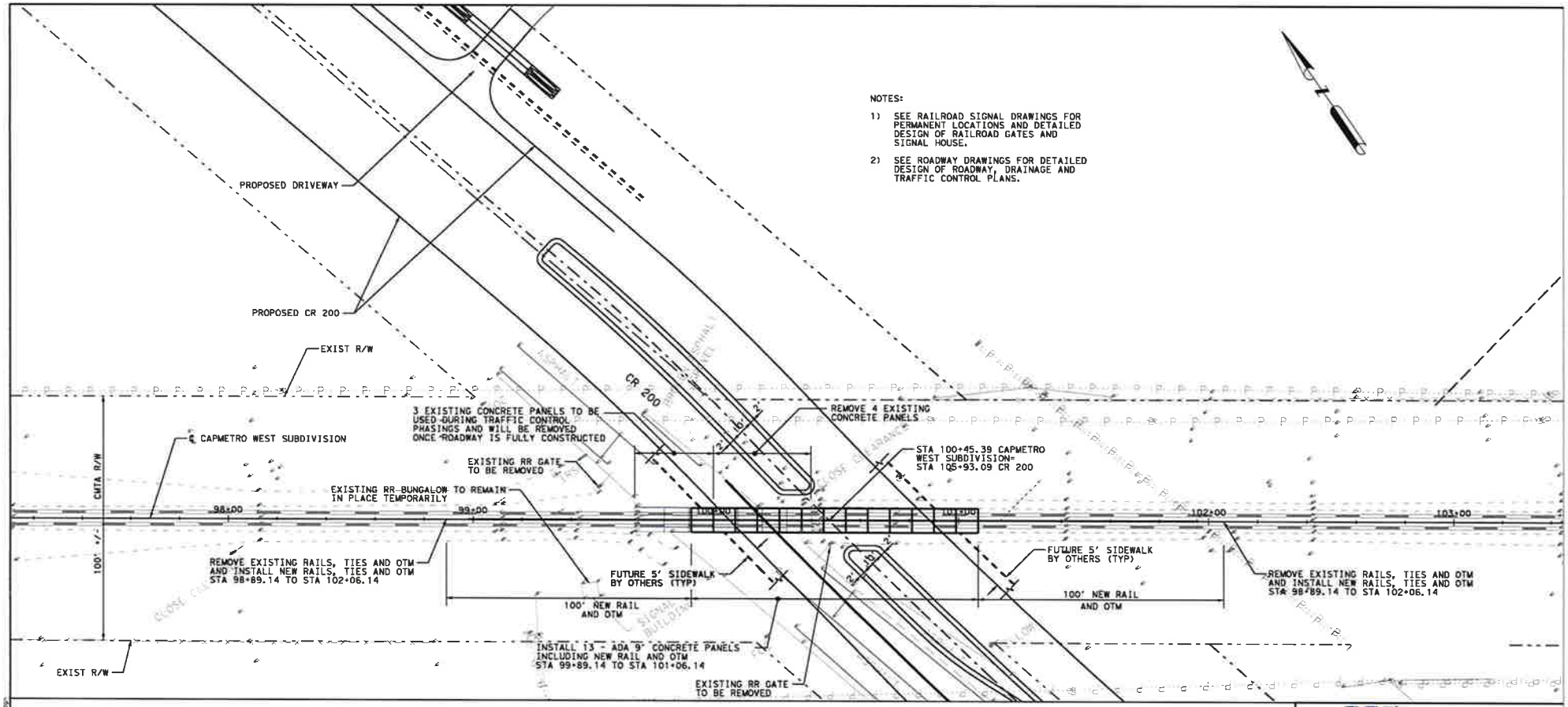
LOCATION MAP
SHEET 1 OF 1

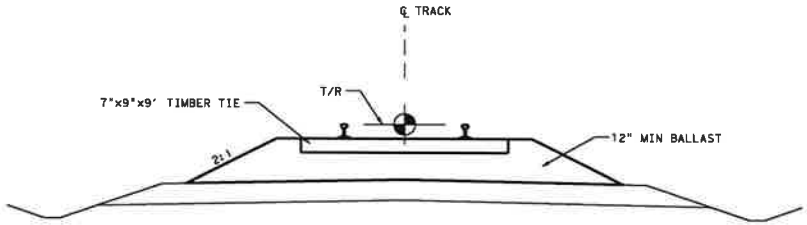
SHEET 5

CAP METRO REAL ESTATE

STATE OF TEXAS
THOMAS N. OLECHOWSKI
110903
REGISTERED
PROFESSIONAL ENGINEER
3/05/2020

0 500 1000
SCALE: 1"=1000'





(NOT TO SCALE)
PROPOSED TYPICAL SECTION - NEW RAIL AND OTM
STA 98+89.14 TO STA 99+89.14 AND STA 101+06.14 TO 102+06.14
(TIE TO GRADE CROSSING PANELS)

CAP METRO REAL ESTATE

STATE OF TEXAS
THOMAS N. OLECHOWSKI
110903
REGISTERED PROFESSIONAL ENGINEER
3/05/2020

0 20 40
SCALE: 1"=40'

WILLIAMSON COUNTY PRECINCT #2

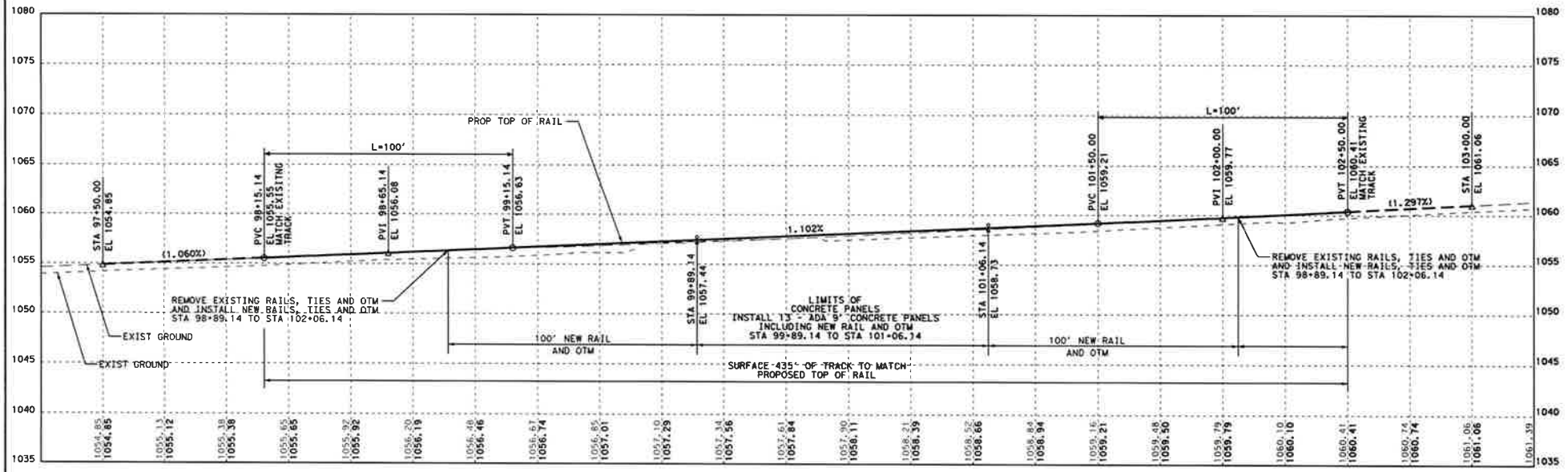
METRO

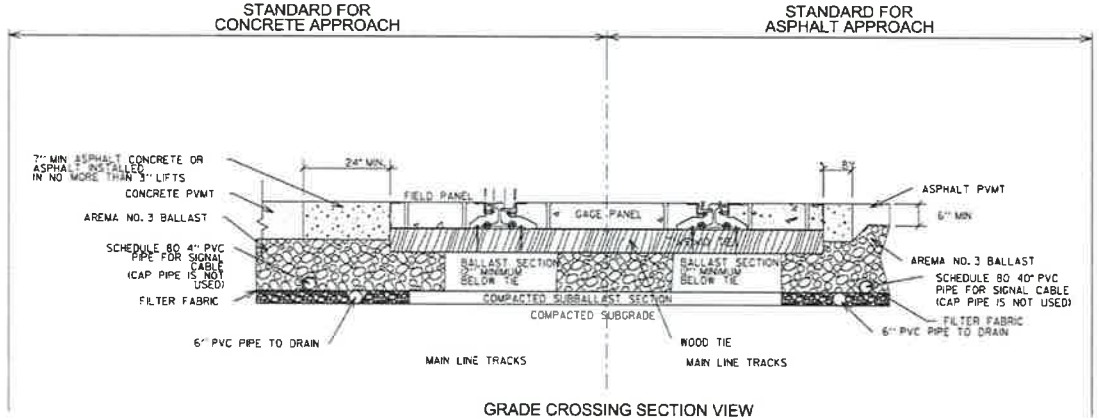
HNTB
TBPE FIRM Registration No. F-420

CR 200
AT-GRADE CROSSING
MP 95.30 LIBERTY HILL, TX

TRACK PLAN AND PROFILE
SHEET 1 OF 2

SHEET 6





GRADE CROSSING SECTION VIEW

(NOT TO SCALE)

PROPOSED TYPICAL SECTION - CONCRETE PANELS, NEW RAIL AND OTM
STA 99+89.14 TO STA 101+06.14

CAP METRO REAL ESTATE

STATE OF TEXAS
THOMAS N. OLECHOWSKI
110903
REGISTERED
PROFESSIONAL ENGINEER

3/05/2020

0 20 40
SCALE: 1"=40' H
1"=10' V

WILLIAMSON COUNTY

WILLIAMSON COUNTY PRECINCT #2

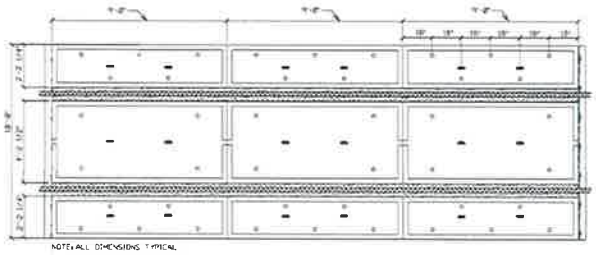
METRO

HNTB
TBPE F-356 Registration No. 1420

CR 200
AT-GRADE CROSSING
MP 95.30 LIBERTY HILL, TX

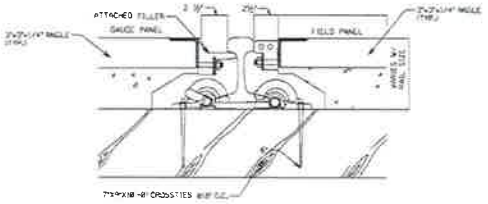
TRACK PLAN AND PROFILE
SHEET 2 OF 2

SHEET 7



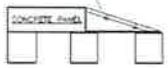
NOTE: ALL DIMENSIONS TYPICAL

PLAN VIEW OF CROSSING PANELS - DEPICTING 27'-0" GRADE CROSSING

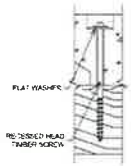


ELEVATION "A"

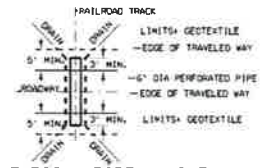
MANUFACTURED OR ASPHALT END RAMPS REQUIRED.



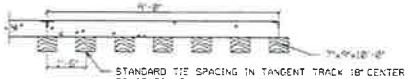
SIDE VIEW



SCREW DETAIL

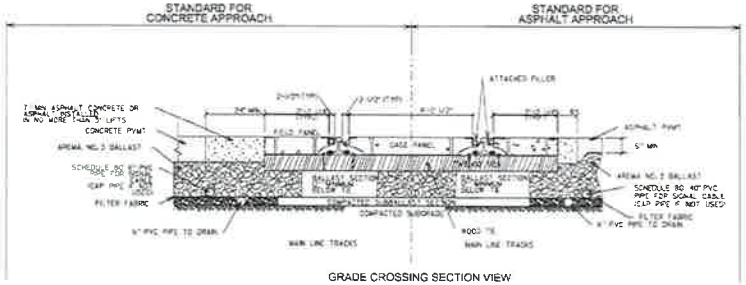


TYPICAL PIPE LAYOUT

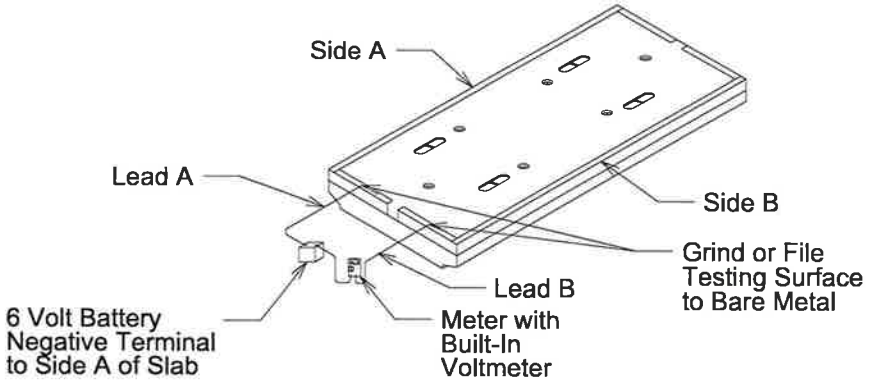


STANDARD TIE SPACING IN TANGENT TRACK 18" CENTER TO CENTER. TIE CENTERS IN CURVED TRACK SHALL VARY WITH DEGREE OF CURVE. TIE CENTERS IN CURVED TRACK SHALL BE SUPPLIED BY MANUFACTURER. ALL PANELS SHALL BE MANUFACTURED TO FIT RADIUS OF TRACK. CUSTOM PANELS SHALL BE MANUFACTURED FOR TRACKS WITH A CURVE OF 4° OR GREATER.

SECTION VIEW



GRADE CROSSING SECTION VIEW



Standard Electrical Test

ELECTRICAL TEST STEPS:

1. BATTERY SHALL BE 5.0 (FIVE) AMPS OR GREATER.

2. SLABS ARE READY FOR TESTING WHEN 72 HOURS HAVE ELAPSED FROM CASTING OF CONCRETE.

3. MUST BE LESS THAN 2.0 (TWO) AMPS TO PASS THE TEST. RE-TEST AFTER TWO (2) DAYS IF GREATER THAN 2.0 (TWO) AMPS. REJECT IF CURRENT REMAINS ABOVE 2.0 (TWO) AMPS.

4. 0.3-0.4 AMPS IS A NORMAL READING. 2.0 (TWO) AMPS OR LESS PASSES THE TEST.

5. ELECTRICAL TEST SHALL BE PERFORMED BY THE CONSTRUCTION CONTRACTOR IN THE PRESENCE OF CAPITAL METRO OR ITS REPRESENTATIVE AND SHALL BE VERIFIED TO MEET THE REQUIREMENTS ABOVE BY CAPITAL METRO OR ITS REPRESENTATIVE.

REV	DATE	DESCRIPTION	BY	APP

DESIGNED BY
DRAWN BY
CHECKED BY
APPROVED BY
DATE 01/12/2010
SUBMITTED
APPROVED

METRO

Capital Metro
Concrete Panel
Shunt Resistance Test
Standard

CONTRACT NO.
DRAWING NO.
REVISION SHEET NO.
SCALE

CAP METRO REAL ESTATE

WILLIAMSON COUNTY

WILLIAMSON COUNTY PRECINCT #2

METRO

HNTB
TBPE Firm Registration No. 1420

CR 200
AT-GRADE CROSSING
MP 95.30 LIBERTY HILL, TX

DETAILS
SHEET 2 OF 2

SHEET 9

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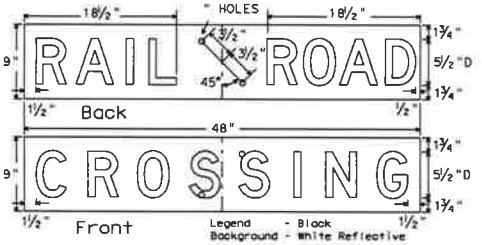
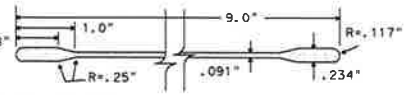
DATE:
FILE:

R15-1 Blade Detail

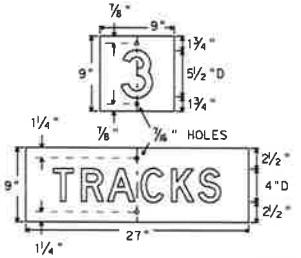


Two double faced blades are required for each sign.



Blade cross section
ASTM B221 aluminum alloy
6061-T6 or 6063-T6

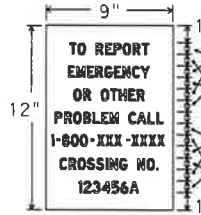
R15-2 Multiple Track Sign Detail



Legend - Black
Background - White
Reflective

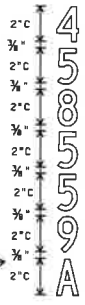
R15-4 Report Sign

Legend - Black
Background - White
Reflective

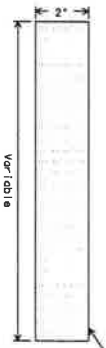


I-13T Reporting Sign

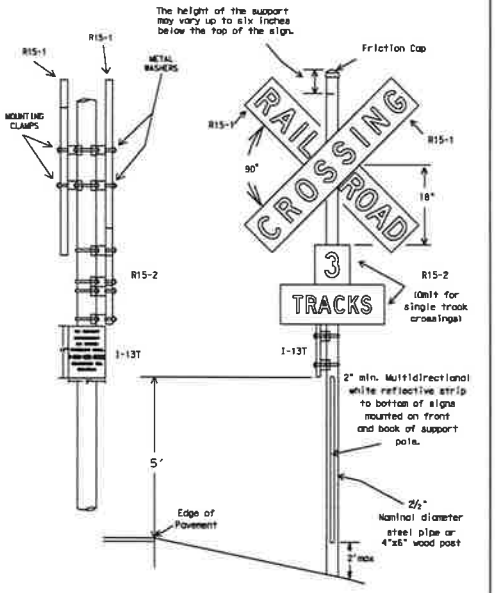
(For use at passive crossings)
Legend - White
Background - Blue
(Railroad to provide sign with telephone reporting number)



Spacing for DOT-AAR number
(See Note 6)

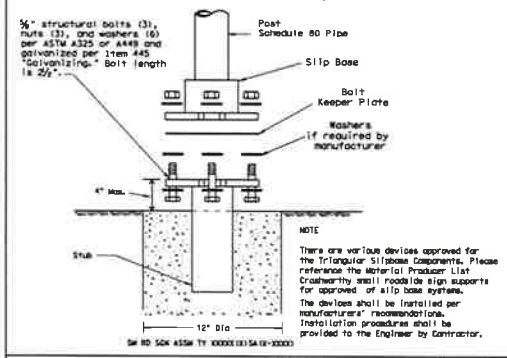


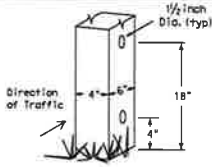
Multidirectional Reflector
(See Note 9)



Assembled Elevations
RAILROAD CROSSBUCK SIGN INSTALLATION
(NEW POLE AND FOUNDATION) (R15-1)

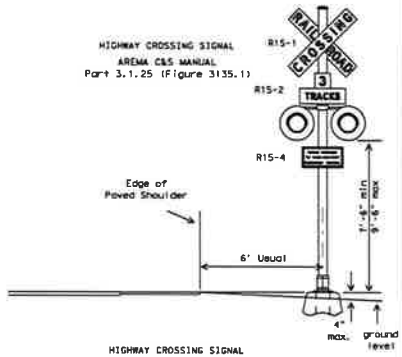
Triangular Slipbase Components

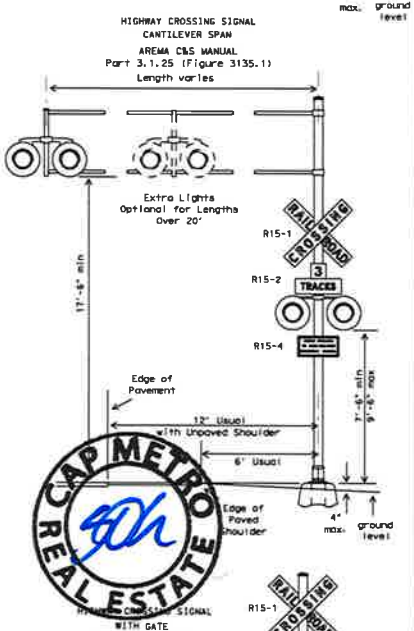


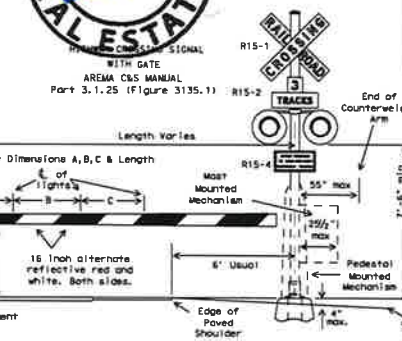


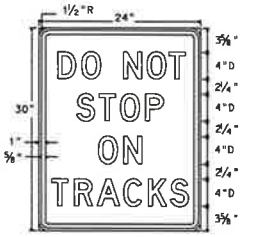
Drilled support for optional use of 4"x6" wood support post
(For use at passive crossings only.)

LATERAL CLEARANCES FOR SIGNS









R8-8
24" x 30"

DEPARTMENTAL MATERIAL SPECIFICATIONS		
ALUMINUM SIGN BLANKS		DMS-7110
SIGN FACE MATERIALS		DMS-8300
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	BLUE	TYPE C SHEETING
BACKGROUND	WHITE	TYPE D SHEETING
LEGEND & BORDERS	WHITE	TYPE C SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM

GENERAL NOTES

1. All signals and installations shall conform to the American Railway Engineering and Maintenance of Way Association(AREMA) Communications & Signals Manual of Recommended Practices, Volume 1, Section 3.
2. Unfinished metal parts shall receive a prime coat of paint and a finish coat of aluminum paint. Finished aluminum parts will not require painting.
3. Railroad Company standard type signal foundations may be used. Concrete foundation surfaces exposed to view shall be finished by rubbing with a carborundum stone or equal abrasive until a smooth uniform appearance results.
4. Top of foundation to be at the same elevation as the traveled way and no more than 4 inches above the surface of the ground.
5. Any existing crossbuck sign which is in poor condition, does not conform to the Texas "Manual on Uniform Traffic Control Devices", or is not located in accordance with the plans shall be replaced and/or relocated.
6. The designated DOT-AAR number shall be placed on all crossbuck sign and signal supports at each crossing as shown on the adjacent sketch, "DOT-AAR NUMBER". At Passive crossings (un-signalized), see RCSS(2)-09. The Emergency Report sign (I-13T) shall be Blue background with White legend. The sign shall be mounted facing the roadway. The sign text should convey a clear and simple message that is visible to anyone stalled or disabled on or near the railroad tracks, and to anyone reporting other problems. At Active crossings (signalized), the Emergency Report sign (R15-4) shall be White background with Black legend. The sign shall be mounted facing the roadway approach. The Railroad may also stencil the number on the sign or signal support post using Black paint.
7. A crossbuck sign should be erected for each roadway approach and should normally be located on the right-hand side. See Standard Sheet RCPM for details. Minimum lateral clearances should be maintained between the railroad and highway, but exact locations shall be as directed by the Engineer. A crossbuck and R15-2 sign, indicating the number of tracks, should be installed at multi-track crossings (adjacent tracks separated by less than 100 feet).
8. Sign blanks shall be one piece 0.080 inch thick sheet aluminum alloy conforming to DMS-7110, Aluminum Sign Blanks.
9. Multidirectional reflectors shall be white reflective sheeting with pressure sensitive adhesive conforming with Departmental material DMS - 8300, Sign Face Material

Texas Department of Transportation
Traffic Operations Division

RAILROAD CROSSING SIGNS AND SIGNALS

RCSS(1)-09

©TxDOT August 2005

REVISIONS				
4-92				
8-95				
4-98				
8-09				

DIST | COUNTY | SHEET NO.

BA

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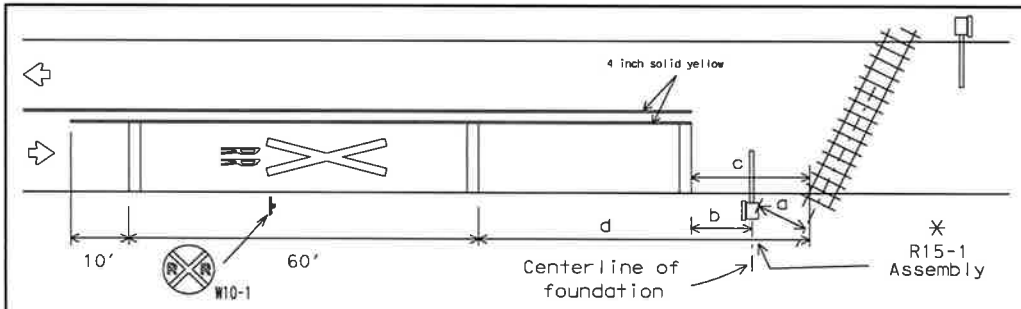
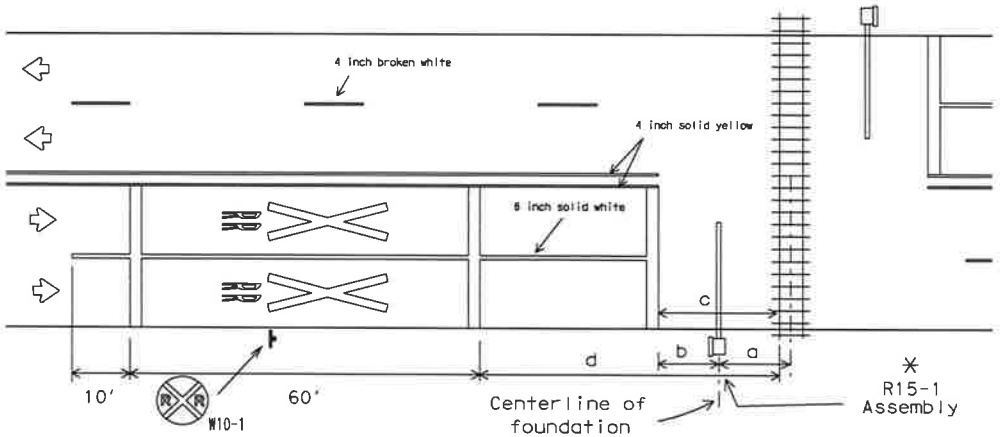
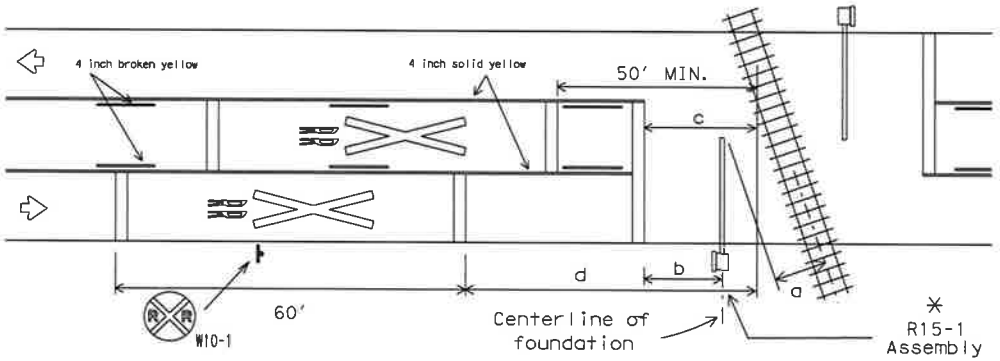
DATE:
FILE:



Two Lane, Two-Way



Undivided Multilane Roadway



Two-Way Left Turn Lane (TWLTL)

a =

12 feet minimum, 15 feet usual, if active warning devices are present. Distance "a" should be measured from the centerline of a R15-1 assembly to the centerline of nearest track.

b =

Stop lines should be approximately 8 feet in advance of the active warning devices.
Stop line should be approximately 15 feet from near rail if only passive devices (R15-1, plus R15-2 when applicable) are present.

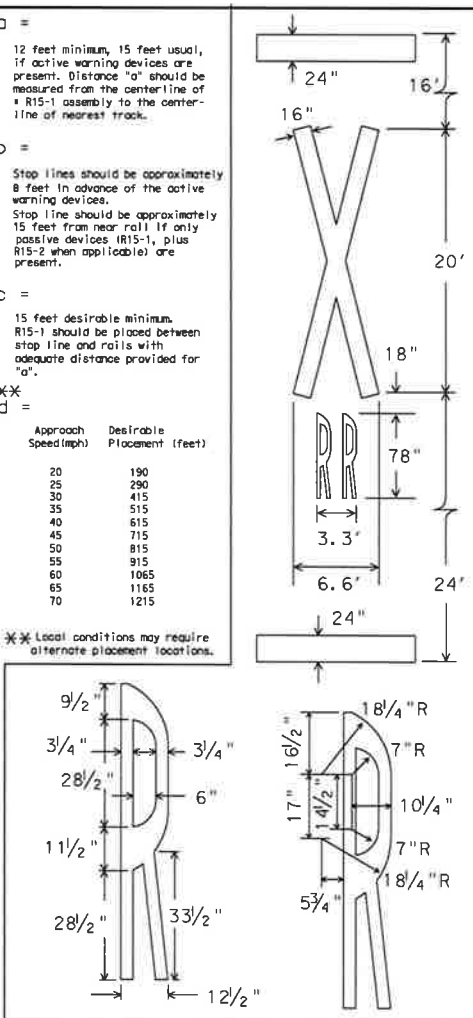
c =

15 feet desirable minimum.
R15-1 should be placed between stop line and rails with adequate distance provided for "a".

** d =

Approach Speed(mph)	Desirable Placement (feet)
20	190
25	290
30	415
35	515
40	615
45	715
50	815
55	915
60	1065
65	1165
70	1215

** Local conditions may require alternate placement locations.



To be placed as shown in typical [illegible] when pavement markings are installed.

Where Pavement markings are not installed:
Placement of the Highway-Rail Grade Crossing Advance Warning sign shall be in accordance with Chapter 2A and Table 2C-4 Condition (B) of the TMUTCD. (see note#2)

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ESTIMATED QUANTITIES

(for Contractor Information ONLY)

24 INCH WHITE TRANSVERSE MARKINGS AND STOP LINES

No. of Approach Lanes (Include TWLTL)	LANE WIDTH (FT) 11	12	13	14
1	33	36	39	42
2	66	72	78	84
3	99	108	117	126
4	132	144	156	168

4 INCH SOLID YELLOW NO PASSING LINE = "d" - "c" + 70

For: Two Lane, Two-Way, Single Lane Approach per Direction

8 INCH SOLID WHITE LANE LINE = "d" - "a" + 70

For: Two-Way or One-Way Traffic, 2 or More Approach Lanes in Same Direction (Do NOT Include TWLTL)

GENERAL NOTES

1. The pavement markings on an approach to a railroad grade crossing shall consist of:
   a. The RR Xing symbol,
   b. Three transverse 24" lines, and
   c. Lane lines: a solid no passing line for two-way traffic approaches, or solid lane lines for multilane approaches.
2. Identical markings shall be placed in each approach lane on all paved approaches to highway-rail grade crossings where signals or automatic gates are located, and at all other highway-rail grade crossings where the posted or statutory highway speed is 40 mph or greater. Pavement markings shall not be required at highway-rail grade crossings where the posted or statutory highway speed is less than 40 mph, or in urban areas, if an engineering study indicates that other installed devices provide suitable warning and control.
3. For bidding purposes, the RR Xing symbol will be measured and paid for as for each lane in place. The transverse markings and lane lines will be measured and paid for by the linealfoot.
4. Centerlines shall be yellow, other markings shall be white.
5. Approach lanes less than 8 foot width shall NOT have markings.
6. Markings should NOT be placed where less than 110 feet of approach roadway is available for placement.
7. RR Xing symbols should be placed approximately in the center of the approach lane.
8. All transverse markings, including stop lines, shall be placed at right angles to the centerline and across all approach lanes.
9. Existing non-standard markings shall be removed to the fullest extent possible so as not to leave a discernable marking, by any method approved by the engineer. OVERPAINTING WILL NOT BE ALLOWED.
10. Additional markings and placement details may be found in the TMUTCD, Appendix H.
11. The Engineer may require additional longitudinal markings if the distance between the stop lines is greater than 80 feet. Markings are not required across or between the rails unless specified elsewhere in the plans.

R15-1 Assembly

May consist of one or more of the following:

R15-1	Crossbuck Sign
R15-2	Multiple Track Sign
R15-4	Report Sign
	Mast Flashers
	Cantilevers
	Gates

Texas Department of Transportation
Traffic Operations Division

RAILROAD CROSSING PAVEMENT MARKING TYPICAL DETAILS

RCPM-09

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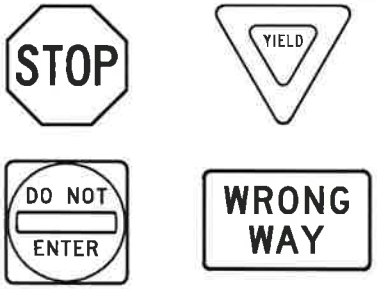
REQUIREMENTS FOR RED BACKGROUND REGULATORY SIGNS
(STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)



REQUIREMENTS FOR FOUR SPECIFIC SIGNS ONLY

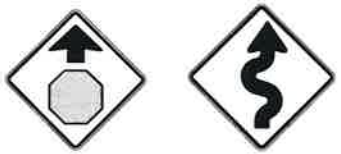
SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	WHITE	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE B OR C SHEETING
LEGEND	RED	TYPE B OR C SHEETING

REQUIREMENTS FOR WHITE BACKGROUND REGULATORY SIGNS
(EXCLUDING STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)

TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND, BORDERS AND SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR WARNING SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLOURESCENT YELLOW	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR SCHOOL SIGNS

TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	FLOURESCENT YELLOW GREEN	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
SYMBOLS	RED	TYPE B OR C SHEETING

GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign tabulation sheet. Standard sign designs and arrow dimensions can be found in the "Standard Highway Sign Designs for Texas" (SHSD).
2. Sign legend shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets (B, C, D, E, Emod or F).
3. Lateral spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
4. Black legend and borders shall be applied by screening process or cut-out acrylic non-reflective black film to background sheeting, or combination thereof.
5. White legend and borders shall be applied by screening process with transparent colored ink, transparent colored overlay film to white background sheeting or cut-out white sheeting to colored background sheeting, or combination thereof.
6. Colored legend shall be applied by screening process with transparent colored ink, transparent colored overlay film or colored sheeting to background sheeting, or combination thereof.
7. Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
8. Mounting details for roadside mounted signs are shown in the "SMD series" Standard Plan Sheets.

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.
http://www.txdot.gov/

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Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

TSR(4)-13

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12-03 7-13		DIST	COUNTY		SHEET NO.
9-08					

PART 1 - GENERAL

1.01 DESCRIPTION

This project includes construction work within the Right-of-Way and/or properties of the Railroad Company and adjacent to its tracks, wire lines and other facilities. These sheets describe the minimum special requirements for coordination with the Railroad when working upon, over or under Railroad Right-of-Way or when impacting current or future Railroad operations. Coordinate with the Railroad while performing the work outlined herein, and afford the same cooperation with the Railroad as with TxDOT. Complete all submittals and work in accordance with TxDOT Standard Specifications, Railroad Guidelines and AREMA recommendations as modified by these minimum special requirements or as directed in writing by the Railroad Designated Representative.

For purposes of this project, the Railroad Designated Representative is the person or persons designated by the Railroad Manager of Industry and Public Projects to handle specific tasks related to the project.

1.02 REQUEST FOR INFORMATION / CLARIFICATION

Submit Requests for Information ("RFI") involving work within any Railroad Right-Of-Way to the TxDOT Engineer. The TxDOT Engineer will submit the RFI to the Railroad Designated Representative for review and approval for RFI's corresponding to work within Railroad Right-Of-Way. Allow six (6) weeks total time for review and approval, which includes four (4) weeks for review and approval by the Railroad.

1.03 PLANS / SPECIFICATIONS

TxDOT has received writtern Railroad approval of the plans and specifications for this project. Any revisions or changes in the plans after award of the Contract must have the approval of TxDOT and the Railroad.

PART 2 - UTILITIES AND FIBER OPTIC

Construct all utility installations in accordance with current AREMA recommendations, Railroad, TxDOT and owning utility specifications and requirements. Railroad general guidelines can be found on the Railroad website or by contacting the Railroad Designated Representative.

PART 3 - CONSTRUCTION

3.01 GENERAL

A. Perform all work in compliance with all applicable Railroad, Federal Railroad Administration (FRA), and TxDOT rules and regulations. Arrange and conduct work in a manner that does not endanger or interfere with the safe operation of the tracks and property of the Railroad and the traffic moving on such tracks, or the wires, signals and other property of the Railroad, its tenants or licensees, at or in the vicinity of the Work. The safe operation of Railroad train movements takes precedence over any work to be performed by the Contractor. The Contractor is responsible for train delay cost and lost revenue claims due to any delays or interruption of train operations resulting from Contractor's construction or other activities.

B. Construction activities within 12 feet of the operational tracks will only be allowed if absolutely necessary and the Railroad's Designated Representative grants approval. Construction activities within 12 feet of the operational track(s) preferably allow the tracks to stay operational. In such cases, coordination and approval by the Railroad Track Manager is required with regard to schedule, flagging, and slow orders. See Sections 3.07 and 3.08 for additional information.

C. Provide track protection for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. When not in use, keep Contractor machinery and materials at least 50 feet from the Railroad's nearest track.

D. Vehicular crossings of railroad track are allowed only at existing crossings, or haul road crossings developed with Railroad approval.

E. The Contractor is also advised that new railroad facilities within the project may be built by the Railroad. If applicable, these facilities are delineated in the plans. Be aware of the limits of responsibilities and coordinate efforts with the Railroad and TxDOT.

F. Railroad requirements do not allow work withing 50 feet of track centers when a train passes the work site and all personnel must clear the area within 50 feet of the track centerline and secure all equipment. Additional allowances may be pursued as outlined in 3.02 and 3.03.

G. All permanent clearances shall be verified before project closing.

3.02 RAILROAD OPERATIONS

A. Trains and/or equipment are expected on any track, at any time, in either direction. Become familiar with the train schedules in this location and structure bid assuming intermittent track windows in this period, as defined in Paragraph B that follows.

B. All railroad tracks within and adjacent to the Contract Site are active, and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations will occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. Coordinate and schedule the work so that construction activities do not interfere with railroad operations.

C. Coordinate work windows with TxDOT and the Railroad's Designated Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. Conditional Work Window: A Conditional Work Window is a period of time that railroad operations have priority over construction activities. When construction activities may occur on and/or adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the Railroad flag person, upon approach of a train, and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet, or as directed by the Railroad Designated Representative, from the tracks). Conditional Work Windows are available for the Project.

2. Absolute Work Window: An Absolute Work Window is a period of time that construction activities are given priority over railroad operations. During this time frame, the designated railroad track(s) will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window, the railroad tracks and/or signals must be completely operational for train operations and all Railroad, Public Utilities Commission (PUC) and FRA requirements, codes and regulations for operational tracks must be satisfied. In the situation where the operating tracks and/or signals have been affected, the Railroad will perform inspections of the work prior to placing that track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. Absolute Work Windows will not generally be granted. Any request will require a detailed explanation for Railroad review.

3.03 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

A. Do not perform any work within Railroad Right-of-Way without a valid executed Right of Entry Agreement if required on this project.

B. Give advance notice to the Railroad as required in the "Contractor's Right of Entry Agreement" before commencing work in connection with construction upon or over Railroad Right-of-Way and observe the Railroad's rules and regulations with respect thereto.

C. Perform all work upon Railroad Right-of-Way in a manner to avoid interference with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, submit the work method to the Railroad Designated Representative for approval. Approval does not relieve the Contractor from liability. Do not commence any work which requires flagging service or inspection service until the flagging protection required by the Railroad is available at the job site. See Section 3.15 for railroad flagging requirements.

D. Make requests in writing for both Absolute and Conditional Work Windows, at least 30 days in advance of any work. Include in the written request:
1. Exactly what the work entails.
2. The days and hours that work will be performed.
3. The exact location of work, and proximity to the tracks.
4. The type of window requested and the amount of time requested.
5. The designated contact person.

Provide a written confirmation notice to the Railroad at least 48 hours before commencing work in connection with approved work windows when work is within 25 feet of nearest rail. Perform all work in accordance with previously approved work plans.

E. Make provisions to protect operations and property of the Railroad should a condition arising from, or in connection with the work, require immediate and unusual action. If in the judgment of the Railroad Designated Representative such provisions are insufficient, the Railroad Designated Representative may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense and without cost to the Railroad or TxDOT. The Railroad or TxDOT shall have the right to order the Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of the Railroad Designated Representative, the Contractor's operations could endanger railroad operations. In the event of such an order, immediately notify TxDOT of the order.

3.04 INSURANCE

Do not begin work upon or over Railroad Right-of-Way until furnishing the Railroad with the insurance policies, binders, certificates and endorsements required by the "Contractor's Right-of-Entry Agreement", and until the Railroad Designated Representative has advised TxDOT that such insurance is in accordance with the Agreement.

3.05 RAILROAD SAFETY ORIENTATION

A. Complete the Railroad course "Orientation for Contractor's Safety", and maintain current registration prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually by Contractor and Subcontractor personnel working on site.

"KCS/TEXMEX will not accept on-track safety training certificates from other railroads. Contractor's employees entering the KCS railroad shall hold current certificates at all times. The training can be had by contacting Larry Slater of TrackSense Inc. at 330-847-8661 or by email at lslater@neo.rr.com."

B. Know and follow the "Contractor's Right of Entry Agreement" EXHIBIT D, MINIMUM SAFETY REQUIREMENTS regarding clothing, personal protective equipment, and general safety requirements.

3.06 COOPERATION

The Railroad will cooperate with Contractor so that work may be conducted in an efficient manner, and will cooperate with Contractor in enabling use of Railroad Right-of-Way in performing the work.

3.07 MINIMUM CONSTRUCTION CLEARANCES FOR FALSEWORK AND OTHER TEMPORARY STRUCTURES

Abide by the following minimum temporary clearances during the course of construction:
A. 15' - 0" (BNSF), 14'-0" (KCS), and 12'-0" (UPRR) horizontal from centerline of track
B. 22' (KCS) and 21' - 6" (UPRR & BNSF) vertically above top of rail.

For construction clearance less than listed above, obtain local Railroad Operating Unit review and approval.

3.08 APPROVAL OF REDUCED CLEARANCES

A. Maintain minimum track clearances during construction as specified in Section 3.07.

B. Submit any proposed infringement on the specified minimum clearances to the Railroad Designated Representative through TxDOT at least 30 days in advance of the work. Do not proceed with such infringement without written approval by the Railroad Designated Representative.

C. Do not commence work involving an approved infringement without receiving written assurance from the Railroad Designated Representative that arrangements have been made for any necessary flagging service.

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SHEET 1 OF 2

Texas Department of Transportation | Traffic Operations Division

RAILROAD REQUIREMENTS FOR NON-BRIDGE CONSTRUCTION PROJECTS

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3.09 MAINTENANCE OF RAILROAD FACILITIES

A. Maintain all ditches and drainage structures free of silt or other obstructions resulting from Contractor's operations. Repair eroded areas and any other damage within Railroad Right-of Way and repair any other damage to the property of the Railroad, or its tenants.

B. Perform all such maintenance and repair of damages due to the Contractors's operations at Contractor's expense.

C. Submit a proposed method of erosion control for review by the Railroad prior to beginning any grading on the Project Site. Comply with all applicable local, state and federal regulations when developing and implementing such erosion control.

3.10 SITE INSPECTIONS BY RAILROAD'S DESIGNATED REPRESENTATIVE

A. In addition to the office reviews of construction submittals, site inspections may be performed by the Railroad Designated Representative at significant points during construction, including the following if applicable:
   1. Pre-construction meetings.
   2. Pile driving/drilling of caissons or drilled shafts.
   3. Reinforcement and concrete placement for railroad bridge substructure and/or superstructure.
   4. Erection of precast concrete or steel bridge superstructure.
   5. Placement of waterproofing (prior to placing ballast on bridge deck).
   6. Completion of the bridge structure.

B. Site inspection is not limited to the milestone events listed above. Site visits to check progress of the work may be performed at any time throughout the construction as deemed necessary by the Railroad.

C. Provide a detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to TxDOT for submittal to the Railroad Designated Representative for review prior to commencement of work. Include the anticipated dates when the above listed events will occur. Update this schedule for the above listed events as necessary and each month at a minimum to allow the Railroad to schedule site inspections.

3.11 RAILROAD REPRESENTATIVES

Railroad representatives, conductors, flag person or watch person will be provided by the Railroad at expense of TxDOT to protect Railroad facilities, property and movements of its trains or engines. In general, the Railroad will furnish such personnel or other protective services as follows:

A. When any part of any equipment is standing or being operated within 25 feet, measured horizontally, from nearest rail of any track on which trains may operate, or when any object is off the ground and any dimension thereof could extend inside the 25 foot limit, or when any erection or construction activities are in progress within such limits, regardless of elevation above or below track.

B. For any excavation below elevation of track subgrade if, in the opinion of the Railroad Designated Representative, track or other Railroad facilities may be subject to settlement or movement.

C. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities, which, in the opinion of the Railroad Designated Representative, may endanger Railroad facilities or operations.

D. During any Contractor's operations when, in the opinion of the Railroad Designated Representative, Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.

E. Arrange with the Railroad Designated Representative to provide the adequate number of flag persons to accomplish the work.

3.12 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad will rearrange its communications and signal lines, its grade crossing warning devices, train signals and tracks, and facilities that are in use and maintained by the Railroad's forces in connection with its operation at expense of TxDOT. This work by the Railroad will be done by its own forces and it is not a part of the Work under this Contract.

3.13 TRAFFIC CONTROL

Coordinate any operations that control traffic across or around Railroad facilities with the Railroad Designated Representative.

3.14 CONSTRUCTION EXCAVATIONS AND BORING ACTIVITIES UNDER TRACK

A. Take special precaution and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of TxDOT, OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".

B. The project plans indicate whether there are fiber optic lines or other such telecommunications systems that require consideration. Regardless, contact the necessary call center to determine if such cable systems are present:

   UPRR 1-800-336-9193
   7:00 AM to 9:00 PM CST Monday-Friday except holidays,
   staffed 24 hrs/day for emergencies
   48 hrs notice required

   BNSF 1-800-533-2891
   24 hour number
   5 working days notice required

   KCS 1-800-344-8377
   Texas One Call, a 24 hour number
   48 hrs notice required, excluding weekends and holidays

   If a telecommunications system is buried anywhere on or near Railroad property, coordinate with TxDOT, the Railroad and the Telecommunication Company(ies) to arrange for relocation or protective measures prior to beginning work on or near Railroad property. Refer to the project General Notes for additional information.

C. Projects involving a boring or jack and bore operation under track such as drainage pipes or culverts and utilities require an installation plan reviewed and approved by the Railroad and TxDOT prior to proceeding with such construction. A railroad inspector and contractor-assisted monitoring of ground and track movement is required to maintain safe passage of rail traffic. Stop installation and do not allow passage of trains if movements in excess of ¼" vertical or horizontal is detected in the tracks. Immediately repair the damage to the satisfaction of TxDOT and the Railroad before proceeding.

3.15 RAILROAD FLAGGING

Per the RIGHT OF ENTRY agreement for flagging, notify the Railroad Representative at least 10 working days in advance of Contractor work and at least 30 working days in advance of any Contractor work in which any person or equipment will be within 25 feet of nearest rail.

3.16 CLEANING OF RIGHT-OF-WAY

When work is complete, remove all tools, implements, and other materials brought into Railroad Right-of-Way and leave the Right-of-Way in a clean and presentable condition to the satisfaction of TxDOT and the Railroad.

CAP METRO REAL ESTATE

SHEET 2 OF 2

Texas Department of Transportation

Traffic Operations Division

RAILROAD REQUIREMENTS FOR NON-BRIDGE CONSTRUCTION PROJECTS

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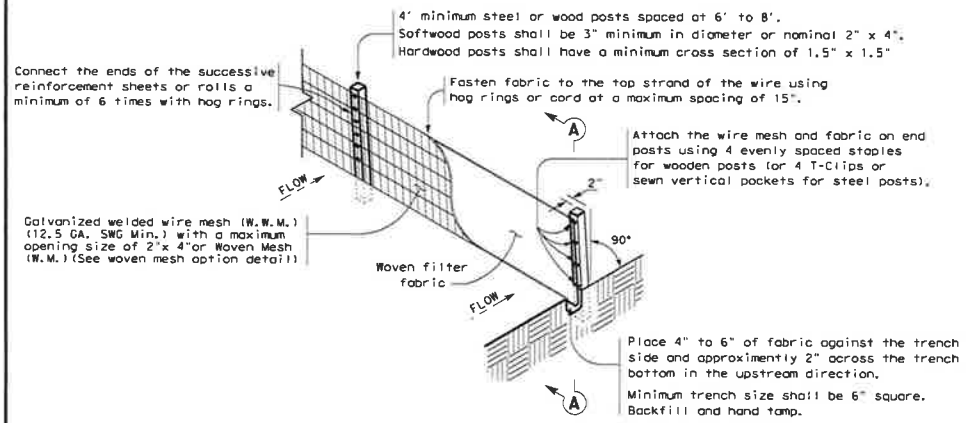
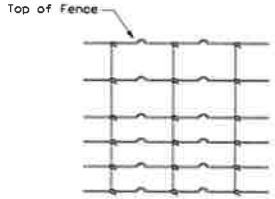
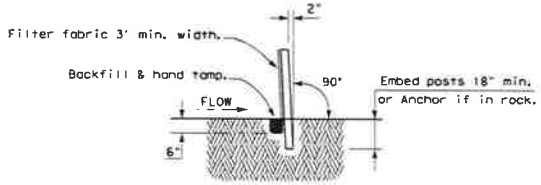


TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

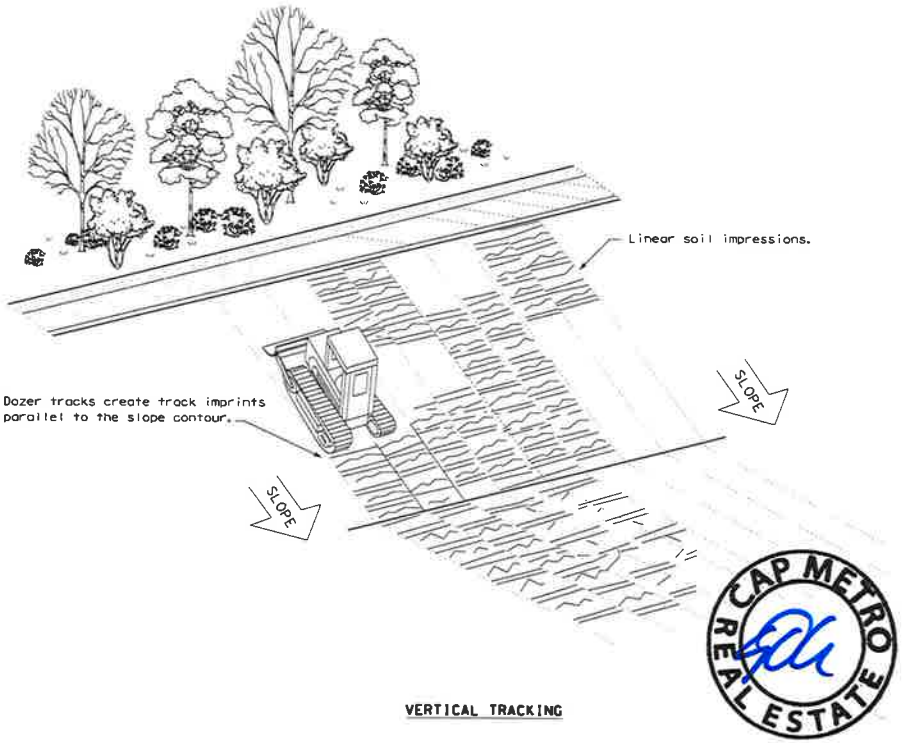
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

CAP METRO REAL ESTATE

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)-16

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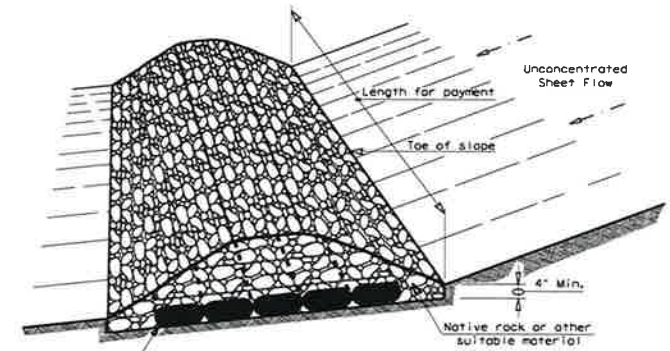
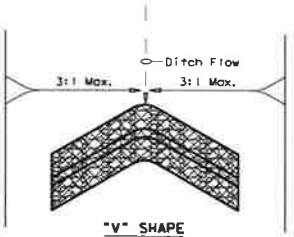
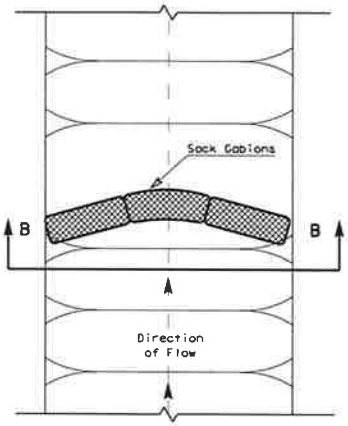


FILTER DAM AT TOE OF SLOPE

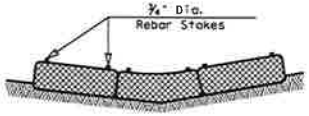
RFD1



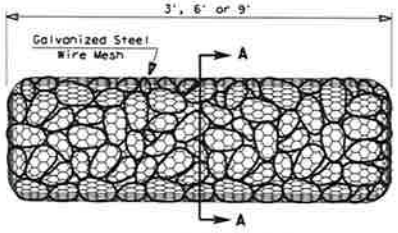
"V" SHAPE
PLAN VIEW



PLAN VIEW

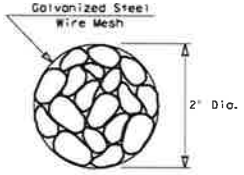


SECTION B-B

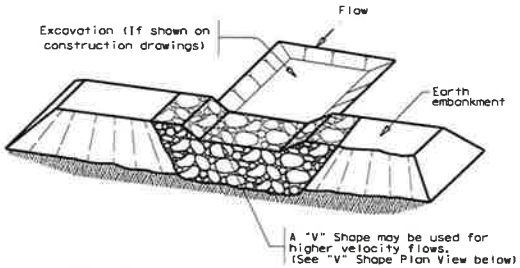


TYPE 4 (SACK GABIONS)

RFD4

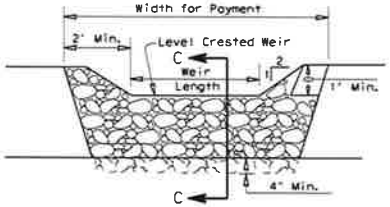


SECTION A-A

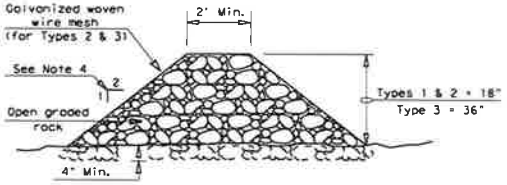


FILTER DAM AT SEDIMENT TRAP

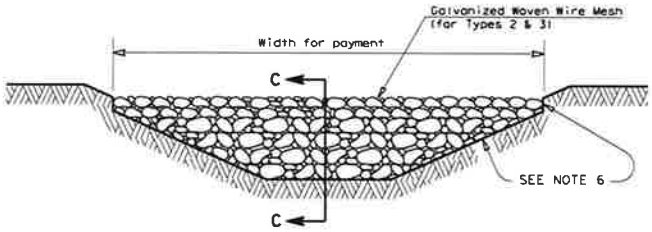
RFD1 OR RFD2



PROFILE



SECTION C-C



FILTER DAM AT CHANNEL SECTIONS

RFD1 OR RFD2 OR RFD3

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximently 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with ¾" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 ½" x 3 ¼"
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Type 1 Rock Filter Dam — RFD1
Type 2 Rock Filter Dam — RFD2
Type 3 Rock Filter Dam — RFD3
Type 4 Rock Filter Dam — RFD4

CAP METRO REAL ESTATE

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

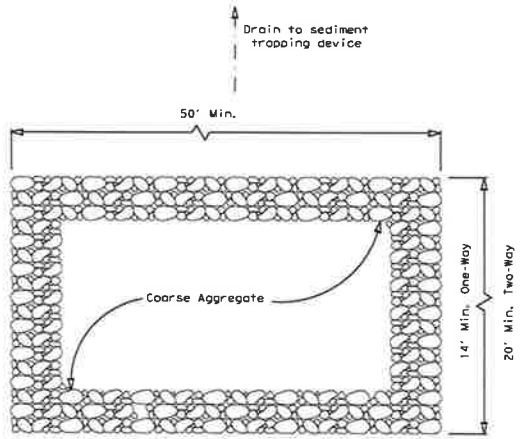
ROCK FILTER DAMS

EC(2)-16

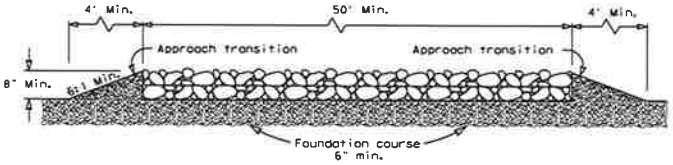
FILE: ec216	DN: TxDOT	CK: KW	DW: VP	CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: &DATE&
FILE: &FILE&



PLAN VIEW



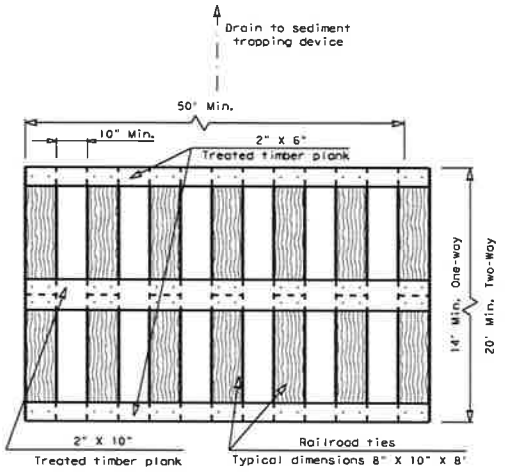
ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

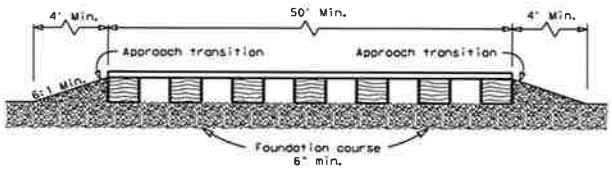
ROCK CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materials approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



PLAN VIEW



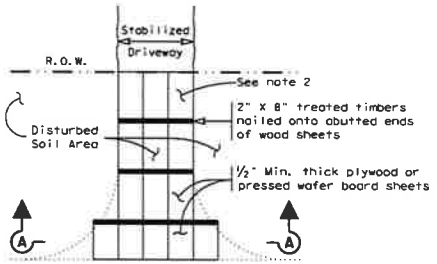
ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

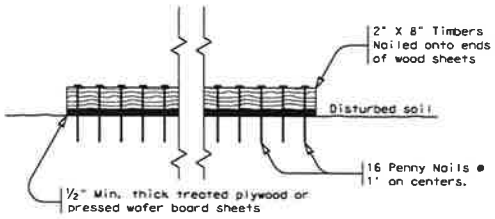
TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.



PLAN VIEW



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

SHORT TERM

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

CAP METRO REAL ESTATE

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-16

FILE: ec316	DN: TxDOT	CK: KM	DW: VP	CK: LS
©TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS	&CS	&SS	&JB	&HWYS
	DIST	COUNTY		SHEET NO.
	&DIST&	&CTYS&		EC(3A-1

WILLIAMSON COUNTY

CR 200 AT-GRADE CROSSING REPLACEMENT MP 95.30
PRECINCT NUMBER 2
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
WEST SUBDIVISION, LIBERTY HILL, TEXAS

ROADWAY	CLASSIFICATION	DESIGN SPEED
ROADWAY	ADT (CURRENT)	ADT (DESIGN YEAR)
ROADWAY	DHV (CURRENT)	DHV (DESIGN YEAR)
ROADWAY	DIRECTIONAL DISTRIBUTION (D)	PERCENT TRUCKS (T)

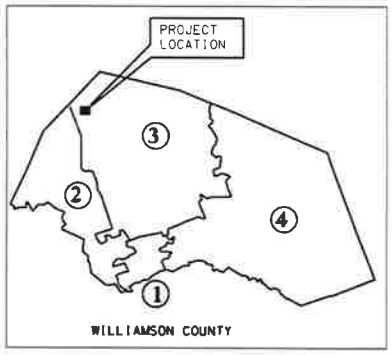
FOR THE RECONSTRUCTION OF THE EXISTING AT-GRADE CROSSING
AT MP 95.30

FINAL

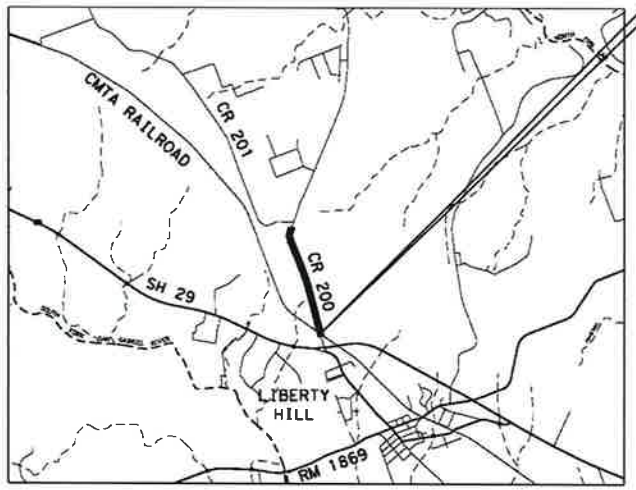
EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: CMTA R.R. AT STA 105-93.25
WATERSHED: NONE
AREA OF DISTURBANCE: NONE

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."



TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.



VICINITY MAP
N.T.S.

williamson COUNTY
1848

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RIOTECH F-21748
STATE OF TEXAS
ROBERT E. BURKHARDT
88892
LICENSED
PROFESSIONAL ENGINEER
SIGNED 5/24/16

CTC inc
TBPE Firm Registration No F-9974

PROJECT INFORMATION:

OWNER'S REPRESENTATIVE:
NAME
TITLE
CITY OF LIBERTY HILL, TX
WILLIAMSON COUNTY

ENGINEER:
THOMAS N. OLECHOWSKI, PE
PROJECT MANAGER
HNTB CORPORATION
701 BRAZOS ST, SUITE 450
AUSTIN, TX 78701
(512) 447-5590

CAP METRO REAL ESTATE

APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL, JR. — DATE
WILLIAMSON COUNTY JUDGE

COMMISSIONER CYNTHIA LONG — DATE
WILLIAMSON COUNTY COMMISSIONER, PRECINCT X

REVIEWED BY:
CMTA

KING KAUL, PE — DATE
CAPITAL METRO RAIL PROGRAM MANAGER IV

DAVID DECH — DATE
CAPITAL METRO RAIL OPERATIONS VICE PRESIDENT

williamson COUNTY 1848

CR 200

WEST SUBDIVISION

AUSTIN, TEXAS

MP 95.30

INSTALLATION SHALL BE IN COMPLIANCE WITH MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) & THE AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION (AREMA).

ALL WORK TO CONFORM TO CURRENT CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY SPECIFICATIONS.

SHT#	SHEET DESCRIPTION	SHT#	SHEET DESCRIPTION	SHT#	SHEET DESCRIPTION
0	COVER SHEET & INDEX	13	LIGHTING CIRCUITS A	26	TRACK WIRE TYPICAL
1	RAILROAD SIGNAL LAYOUT	14	GATE MECHANISM B	27	GENERAL NOTES (1 OF 2)
2	RAILROAD SITE LAYOUT	15	LIGHTING CIRCUITS B	28	GENERAL NOTES (2 OF 2)
3	GATE ASSEMBLY TYPICAL	16	GATE MECHANISM C		
4	XP4 SETUP SHEET	17	LIGHTING CIRCUITS C		
5	XP4 CIRCUITS	18	GATE MECHANISM D		
6	XP4 CIRCUITS	19	LIGHTING CIRCUITS D		
7	XP4 CIRCUITS	20	POWER DISTRIBUTION		
8	XP4 CIRCUITS	21	SIDE D		
9	LIGHTING ARRESTOR PANEL	22	RACK LAYOUT/ SIDE B		
10	LIGHTING ARRESTOR PANEL	23	SIDE A		
11	POWER CIRCUITS	24	SIDE C		
12	GATE MECHANISM A	25	HOUSE DETAIL		

CAP METRO REAL ESTATE

WARNING: THIS INFORMATION CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER 49 CFR, PARTS 15 AND 1520. NO PART OF THIS RECORD MAY BE DISCLOSED TO PERSONS WITHOUT A "NEED TO KNOW", AS DEFINED IN 49 CFR PARTS 13 AND 1520, EXCEPT WITH THE WRITTEN PERMISSION OF THE ADMINISTRATION OF THE TRANSPORTATION SECURITY ADMINISTRATION OR THE SECRETARY OF TRANSPORTATION. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION. FOR U.S. GOVERNMENT AGENCIES, PUBLIC DISCLOSURE IS GOVERNED BY 5 U.S.C. 552 AND 49 CFR PARTS 15 AND 1520.

RIOTECH F-21748
STATE OF TEXAS
ROBERT E. BURKHARDT
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SIGNED: 05-21-20

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FAX: (817) 885-8225
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WWW.CTCINC.COM

HNTB
TBPE FIRM Registration No. 420

SCALE	
DRAWN	CTC
DESIGNED	CTC
CHECKED	CTC
IN CHARGE	HNTB
DATE	10-18-19

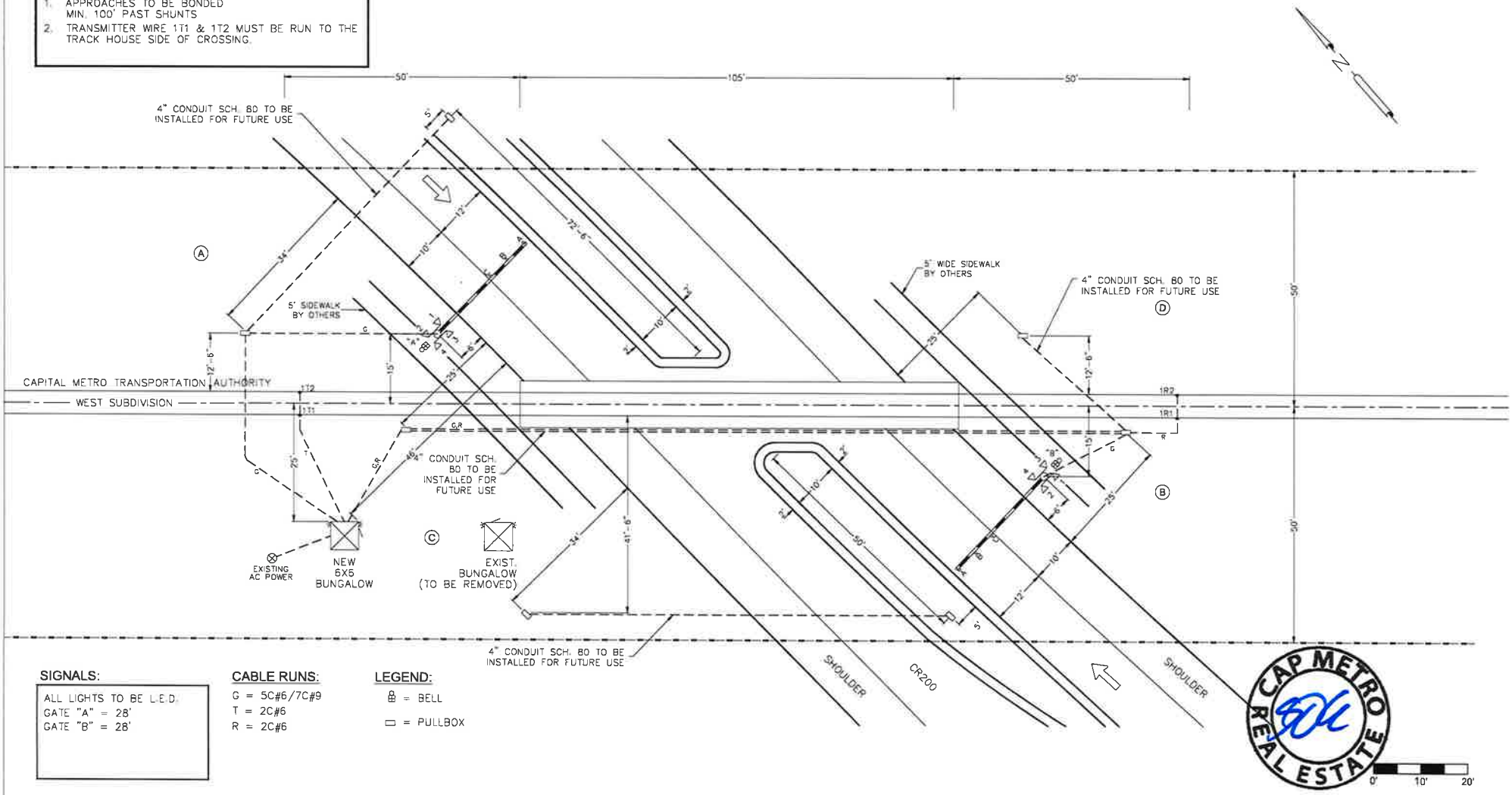
CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 – DOT 744 800S

COVER SHEET & INDEX

CONTRACT	DWG No.	REV
	9530-00	

CONSTRUCTION NOTES:

1. APPROACHES TO BE BONDED MIN. 100' PAST SHUNTS
2. TRANSMITTER WIRE 1T1 & 1T2 MUST BE RUN TO THE TRACK HOUSE SIDE OF CROSSING.



CAP METRO REAL ESTATE

SIGNALS:

ALL LIGHTS TO BE L.E.D.
GATE "A" = 28'
GATE "B" = 28'

CABLE RUNS:

G = 5C#6/7C#9
T = 2C#6
R = 2C#6

LEGEND:

= BELL

= PULLBOX

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RIOTECH F-21748

ROBERT E. BURKHARDT 88892 LICENSED PROFESSIONAL ENGINEER

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HNTB
TBPE Firm Registration No. F20

SCALE	1" = 20'
DRAWN	CTC
DESIGNED	CTC
CHECKED	CTC
IN CHARGE	HNTB
DATE	10-18-19

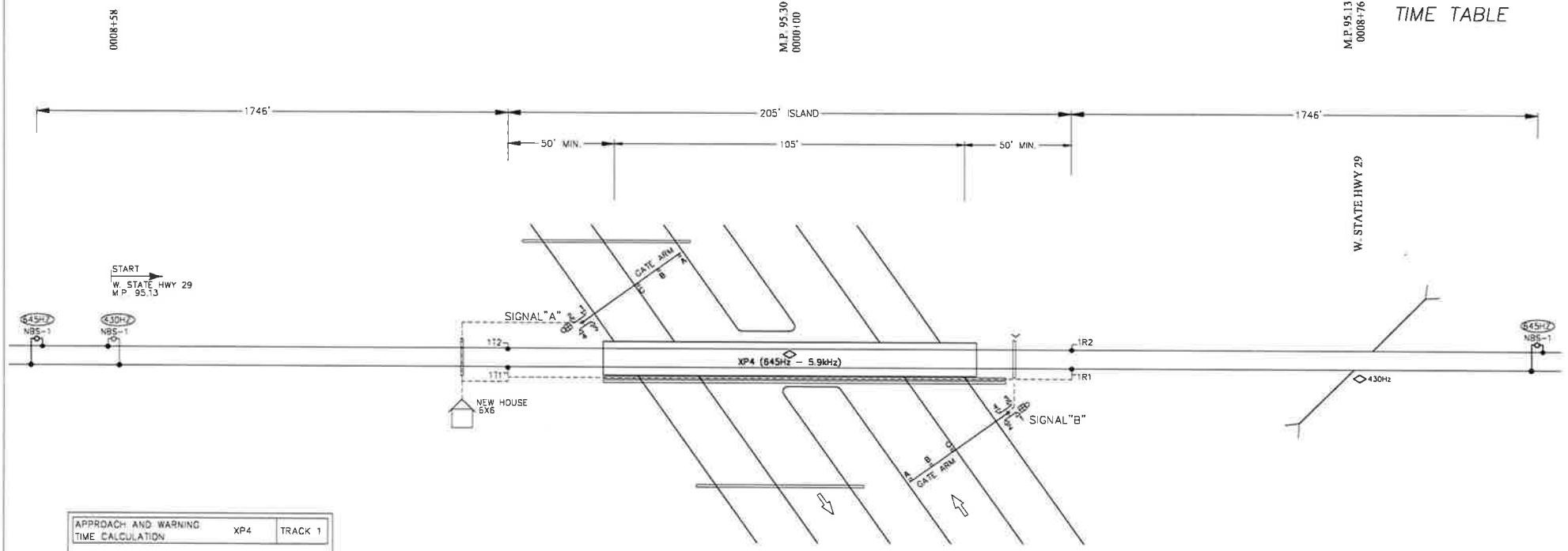
CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 - DOT 744 800S

RAILROAD SIGNAL LAYOUT

CONTRACT	DWG No.	REV
	9530-01	

EAST ◄——○——► WEST

TIME TABLE



APPROACH AND WARNING TIME CALCULATION XP4	TRACK 1
MINIMUM TIME	20 SEC
PLUS CLEARANCE TIME	4 SEC
MINIMUM WARNING TIME (MWT)	24 SEC
PLUS BUFFER TIME	5 SEC
TOTAL WARNING TIME (TWT)	29 SEC
PLUS EQUIPMENT RESPONSE TIME	5 SEC
PLUS ADVANCE PRE-EMPTION TIME	N/A SEC
TOTAL APPROACH TIME (TAT)	34 SEC
MAXIMUM TRAIN SPEED	35 MPH
TIMES RATIO OF FT/SEC TO MPH	1.4667
TOTAL (MINIMUM) APPROACH DISTANCE	1746 FT

CAP METRO REAL ESTATE

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RIDTECH F-21748
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SIGNED: 10/21/20

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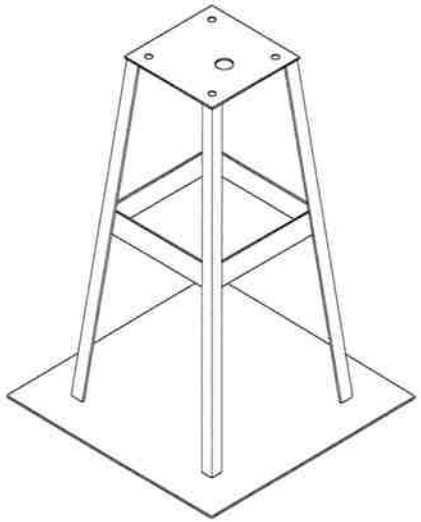
HNTB
TBPE FIRM Registration No. 420

SCALE	
DRAWN	CTC
DESIGNED	CTC
CHECKED	CTC
IN CHARGE	HNTB
DATE	10-18-19

CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 – DOT 744 800S

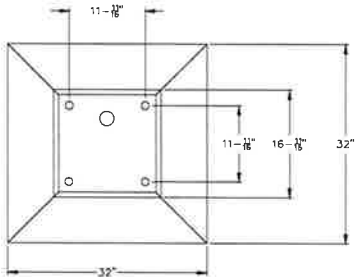
RAILROAD SITE LAYOUT

CONTRACT | DWG No. 9530-02 | REV

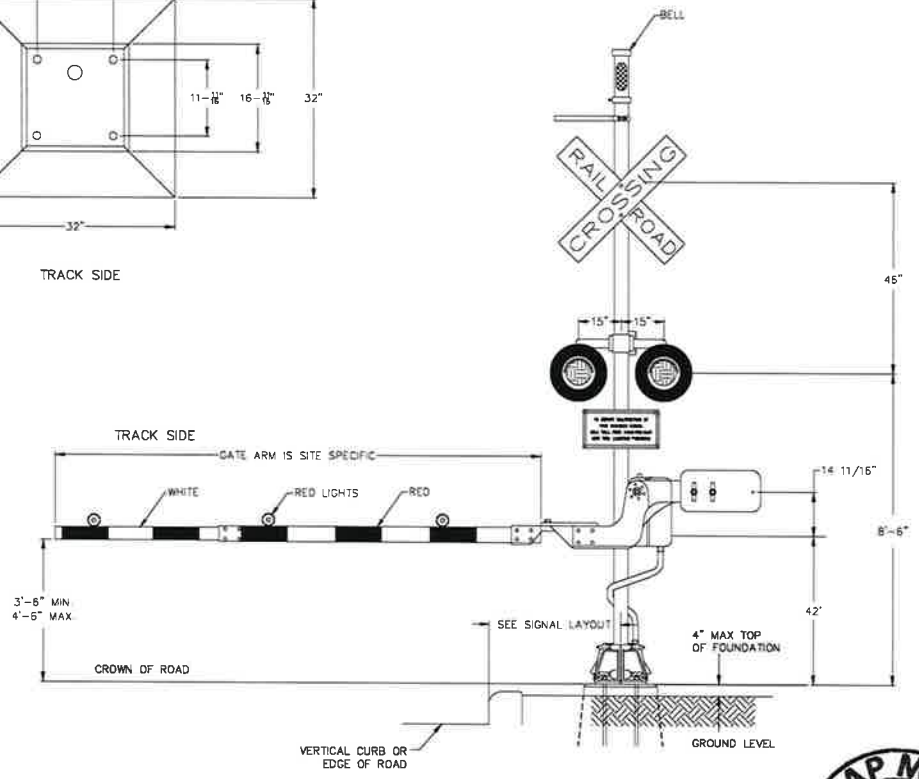


TYPICAL GALV. STEEL FOUNDATION

FIELD SIDE



TRACK SIDE



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HNTB
K:TBPE FIRM
Registration No. 420

SCALE	
DRAWN	CTC
DESIGNED	CTC
CHECKED	CTC
IN CHARGE	HNTB
DATE	10-18-19

CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 – DOT 744 800S

GATE ASSEMBLY TYPICAL

CONTRACT	DWG No.	REV
	9530-03	

ADJUSTMENT NAME		MDR1				MDR2			
NAME		XR				HIGHWAY CROSSING			
WARNING TIME		29 SEC				25 SEC			
CW/MD		CW				CW			
AP TIME		00 SEC				08 SEC			
CWE-WT		00 SEC				08 SEC			
AUX RECOVERY DELAY		05 SEC				05 SEC			
		TK1	TK2	TK3	TK4	TK1	TK2	TK3	TK4
TRACK ASSIGNED		ASSIGN				ASSIGN			
OFFSET DISTANCE		0 FT				0 FT			
MD RESTART		*				*			
SUDDEN SHUNT ZONE		*				*			
POSITIVE START	PSEN	DISABLE				DISABLE			
	PSRX	NA				NA			
	PST	NA				NA			
POST JOINT DETECT	PJEN	DISABLE				DISABLE			
	PJRX	NA				NA			
	PJDT	NA				NA			

APPLICATION SOFTWARE INFORMATION	
NAME	CR200
REV.	1
CHECKSUM	
CRC	
CHASSIS ID	
LOCATED BEHIND UCI-3	CHASSIS ID

◑ = TAB INTACT
● = TAB PUNCHED OUT

EXECUTIVE INFORMATION		
VPM-3	VERSION	PART NUMBER
CROSSING SOFTWARE	*	083024-716

BASIC TRACK SETUP					
	TK1	TK2	TK3	TK4
FREQUENCY	645 HZ			
MASTER/SLAVE	MASTER			
RX ADJUST	100			
TCA	*			
DIRECTION MODE	BI			
LIA	*			
ADVANCED APR CAL	INACTIVE			
NBS COMP RX	*			
TRK ISLAND ASSIGN	ISL1			
APPROACH LENGTH	1746			
AUTO RX	ENABLE			

IXC A/C SETUP					
CROSSING TEST MODE	OFF				
FLASH RATE	55FPM				
	TK1	TK2	TK3	TK4
VOLTAGE REGULATION	ON			
L1 VOLTAGE	* 12.0			
L2 VOLTAGE	* 12.0			
GATE 1 DELAY	3 SEC			
GATE 2 DELAY	3 SEC			

IXC B/D SETUP					
CROSSING TEST MODE	OFF				
FLASH RATE	55FPM				
	TK1	TK2	TK3	TK4
VOLTAGE REGULATION	ON			
L1 VOLTAGE	* 12.0			
L2 VOLTAGE	* 12.0			
GATE 3 DELAY	3 SEC			
GATE 4 DELAY	3 SEC			

ADVANCED TRACK SETUP					
		TK1	TK2	TK3	TK4
MOTION DET TIMER	MDEN	DISABLE			
	MDTT	NA			
FALSE SHUNT	FSEN	DISABLE			
	FSRX	NA			
	FST	NA			
APPROACH RELEASE	AREN	DISABLE			
	ARRX	NA			
	ART	NA			
LOS TIME		10 SEC			
IJ-LOS TIME		5 SEC			
NRML_SHHTR_VRSHRT		NRML *			

ISLAND SETUP				
	TK1	TK2	TK3	TK4
ENABLE/DISABLE	ENABLE			
FREQUENCY	5.9 KHZ			
LOSS OF SHUNT	4 SEC			
FAULT DELAY	2			

SHUNT RECORDS

APPROACH 1 (EAST)		NO SHUNT		100% SHUNT		50% SHUNT			LIA ADDED
		RX	PHASE	RX	PHASE		RX	PHASE	± 1 to ±9
Track 1	Normal								
	Standby								
Track 2	Normal								
	Standby								
APPROACH 2 (WEST)									
Track 1	Normal								
	Standby								
Track 2	Normal								
	Standby								

INITIAL VALUES WHEN PLACED IN SERVICE

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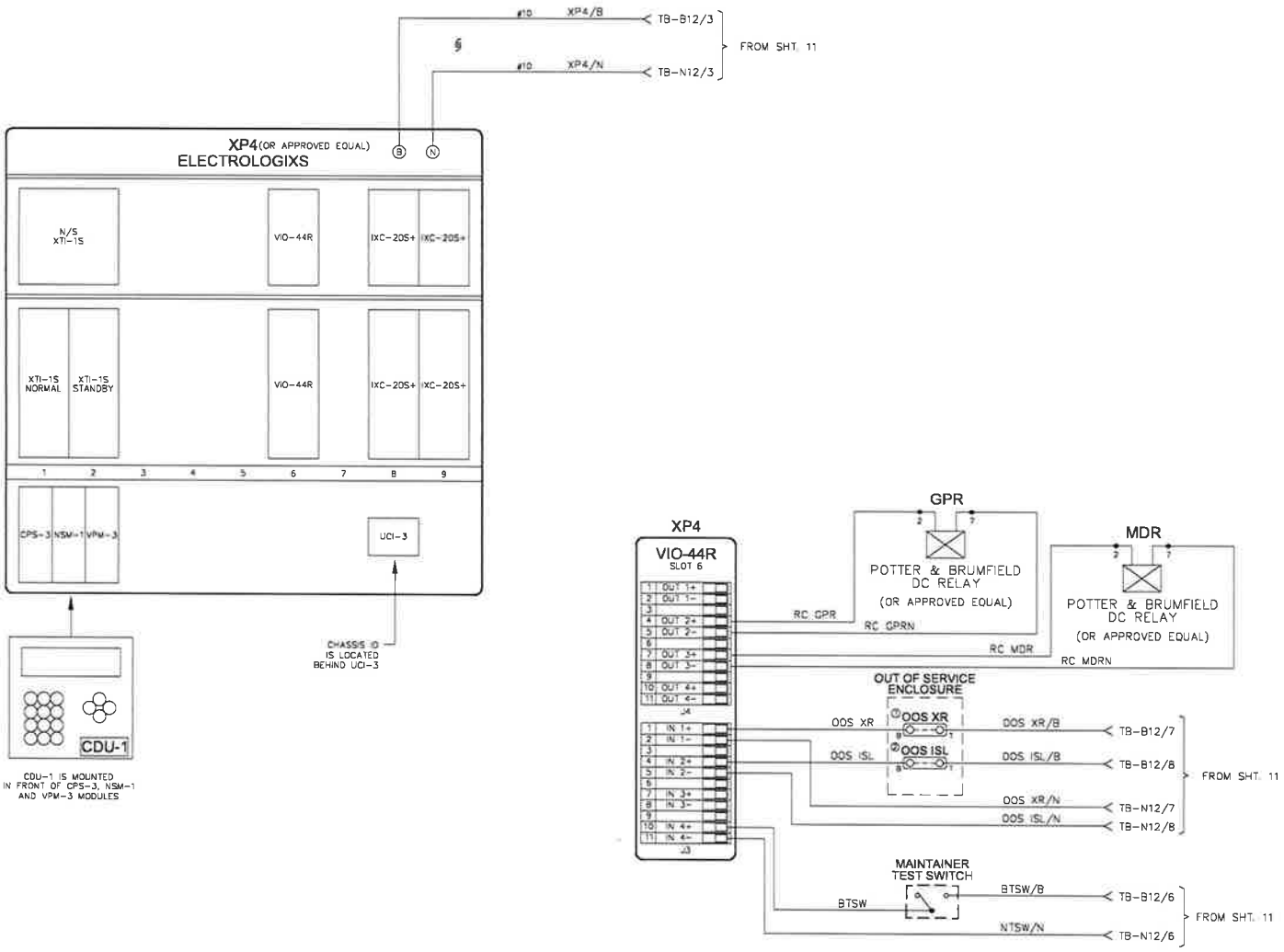
HNTB
TBPE FIRM
Registration No. 420

SCALE	
DRAWN	CTC
DESIGNED	CTC
CHECKED	CTC
CHANGE	HNTB
DATE	10-18-19

CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 – DOT 744 800S

XP4 SETUP SHEET

CONTRACT	DWG No.	REV.
	9530-04	



- PLACE JUMPER TO TAKE DESIGNATED FUNCTION OUT OF SERVICE
- ① "XR"= HIGHWAY GRADE CROSSING WARNING SYSTEM REMOVED FROM SERVICE & NON-FUNCTIONAL.
- ② "ISL" = ISLAND FUNCTION ONLY. HIGHWAY GRADE CROSSING WARNING SYSTEM APPROACHES REMOVED FROM SERVICE & NON-FUNCTIONAL.

NOTES: ALL WIRING THIS SHEET #16 AWG UNLESS NOTED OTHERWISE.

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CAPITAL METRO
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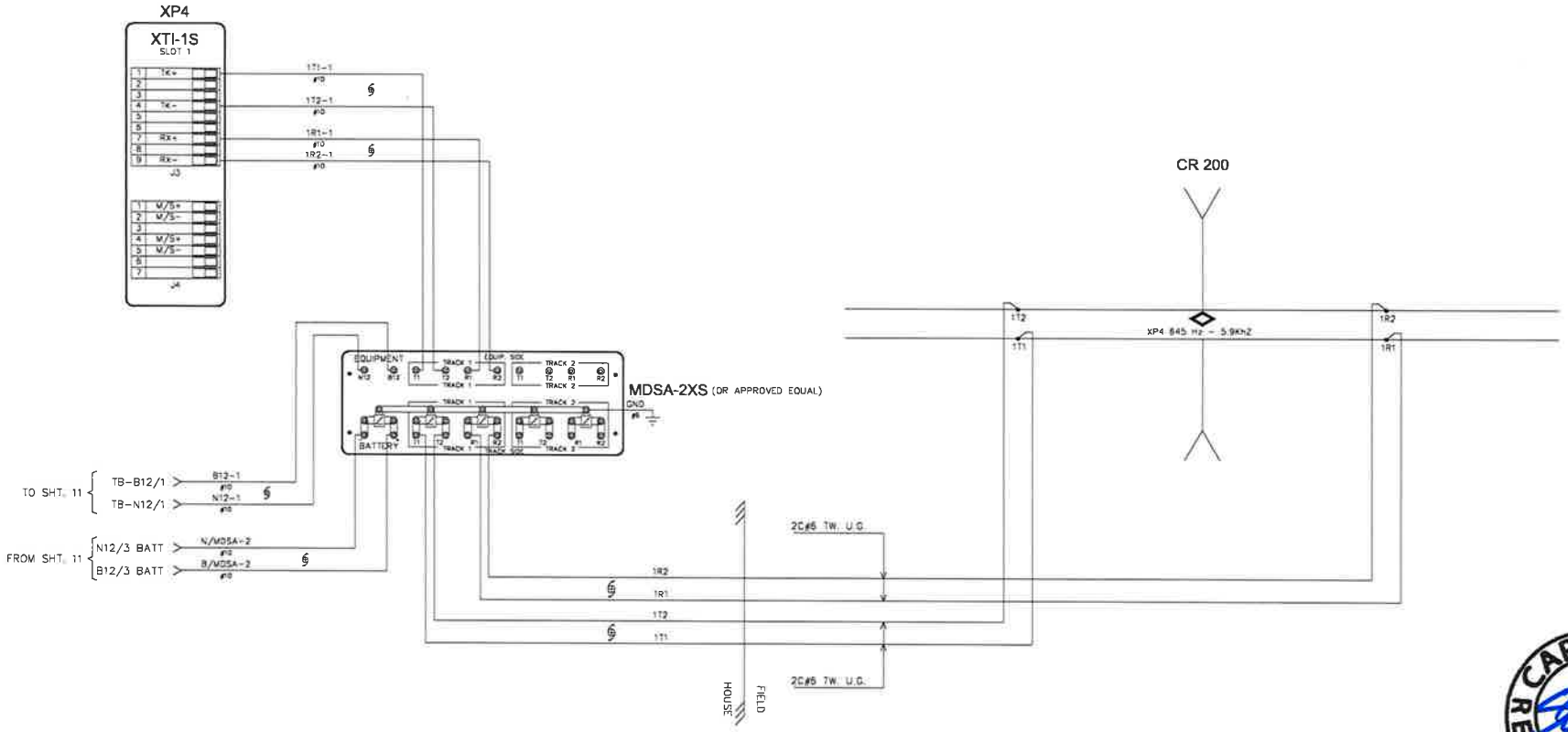
MP 95.30 – DOT 744 800S

XP4 CIRCUITS

CONTRACT	DWG No.	REV
	9530-05	



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CR 200
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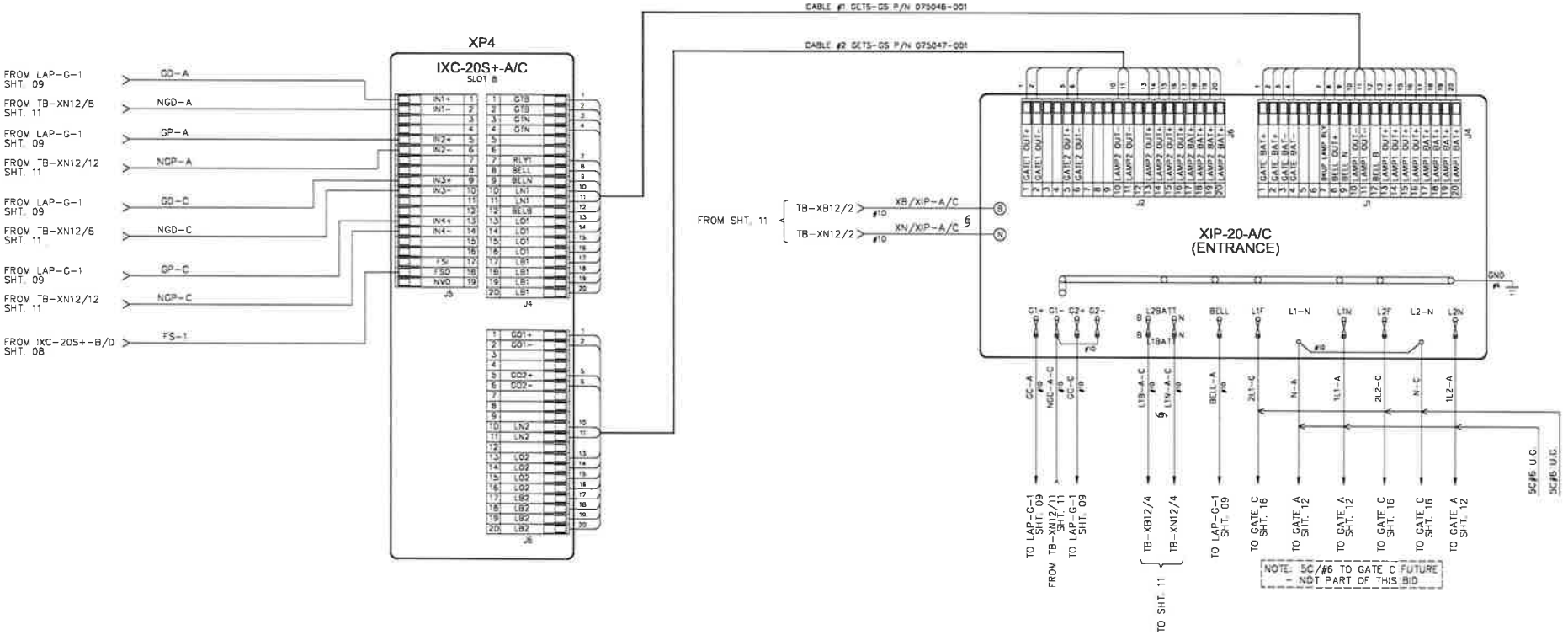
XP4 CIRCUITS

CONTRACT	DWG No.	REV
	9530-06	



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CAPITAL METRO
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CR 200
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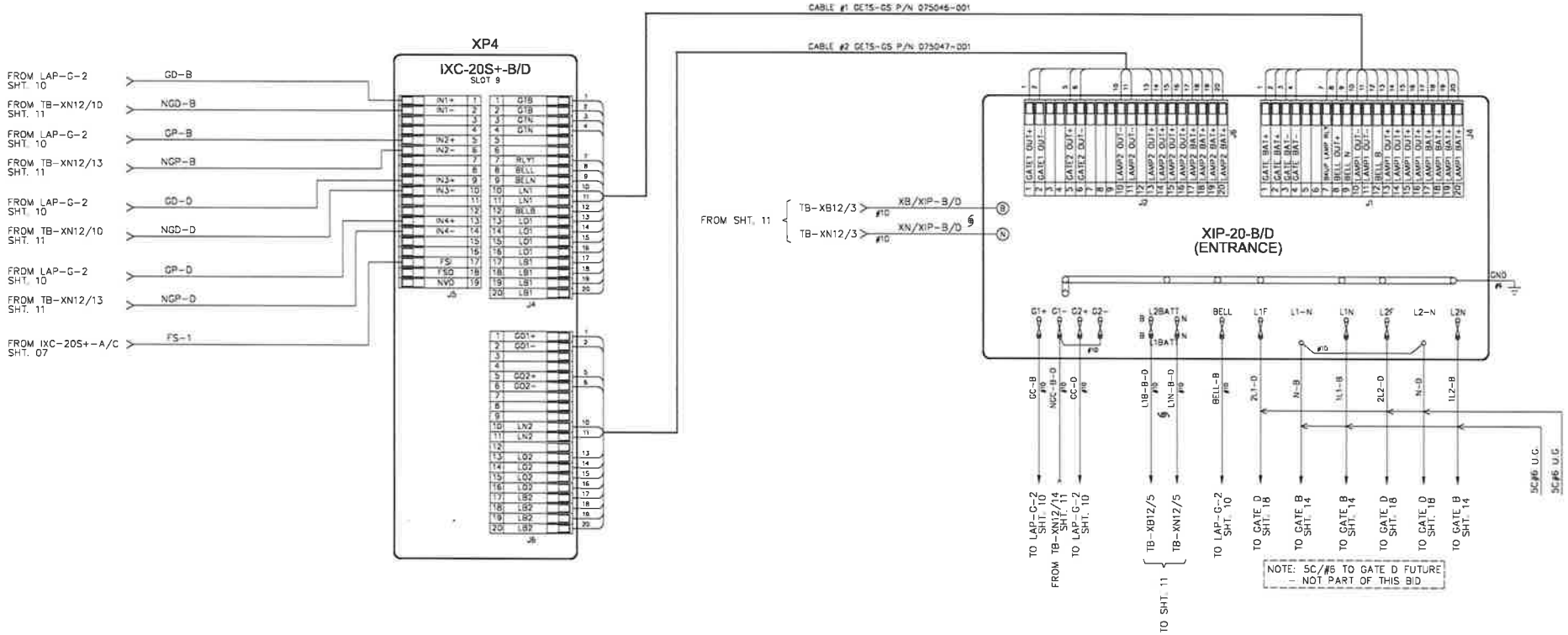
XP4 CIRCUITS

CONTRACT	DWG No.	REV.
	9530-07	



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CR 200
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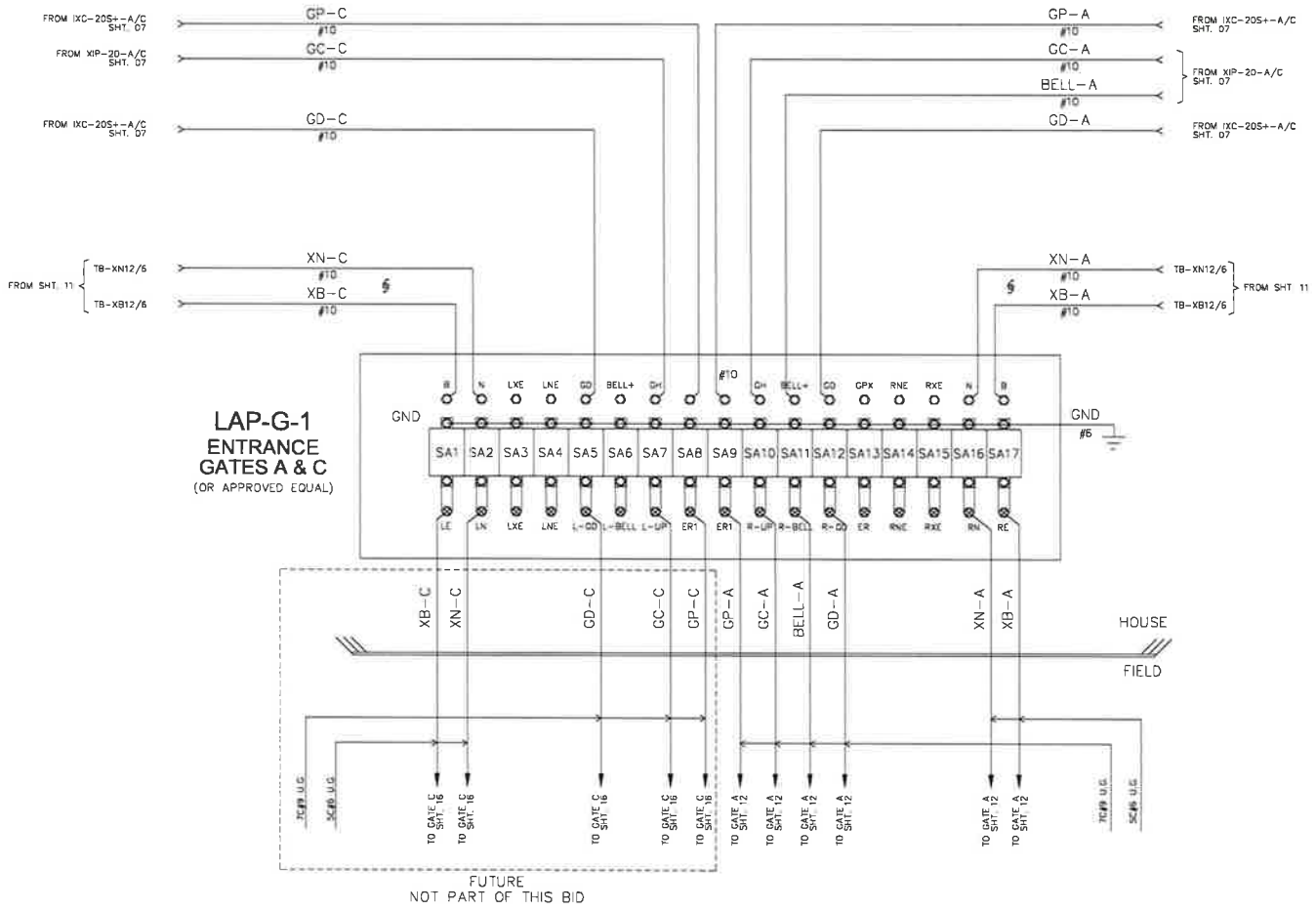
XP4 CIRCUITS

CONTRACT	DWG No.	REV
	9530-08	



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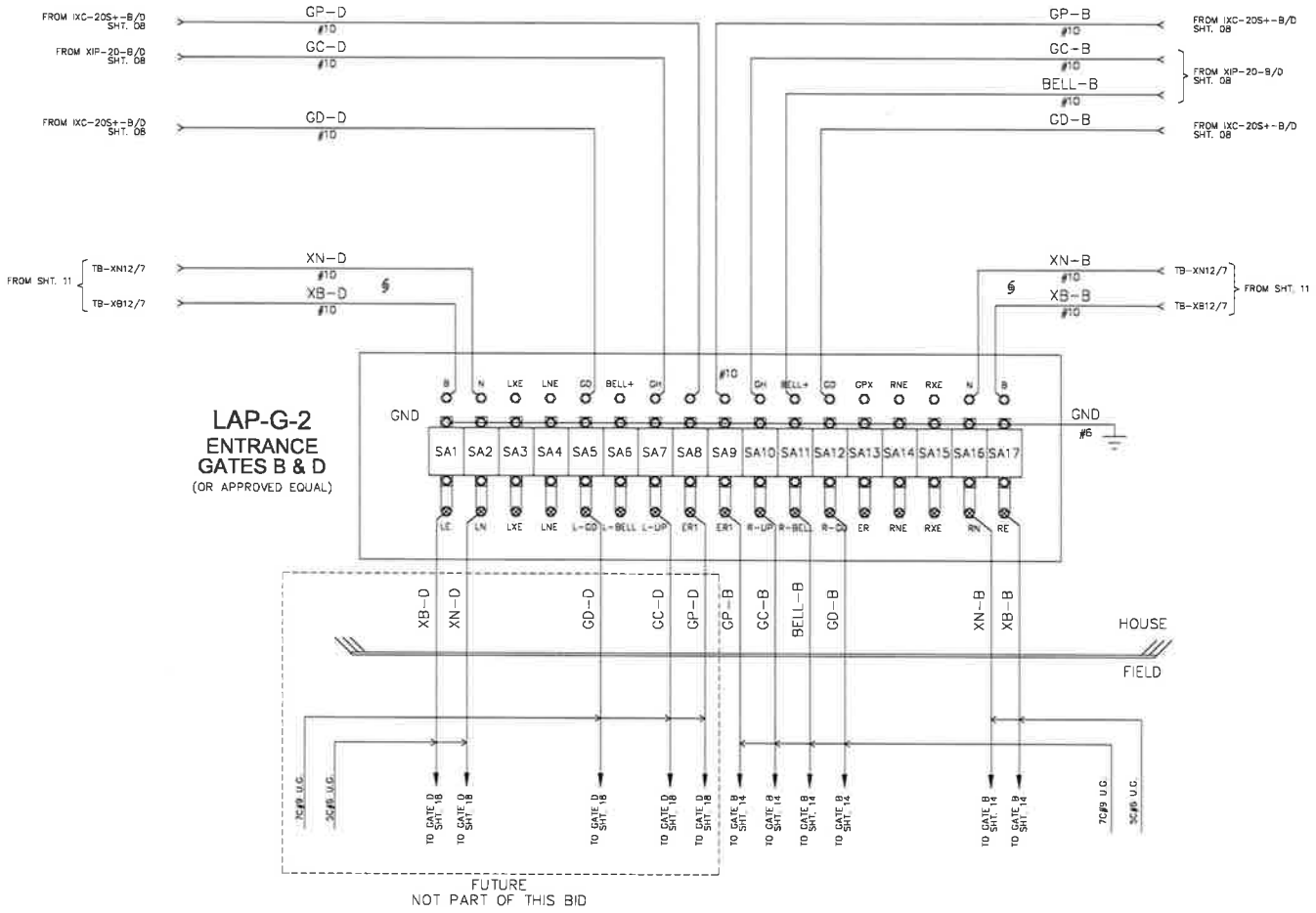
CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 – DOT 744 800S

LIGHTING ARRESTOR PANEL

CONTRACT	DWG No.	REV
	9530-09	



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CAPITAL METRO
WEST SUBDIVISION
CR 200
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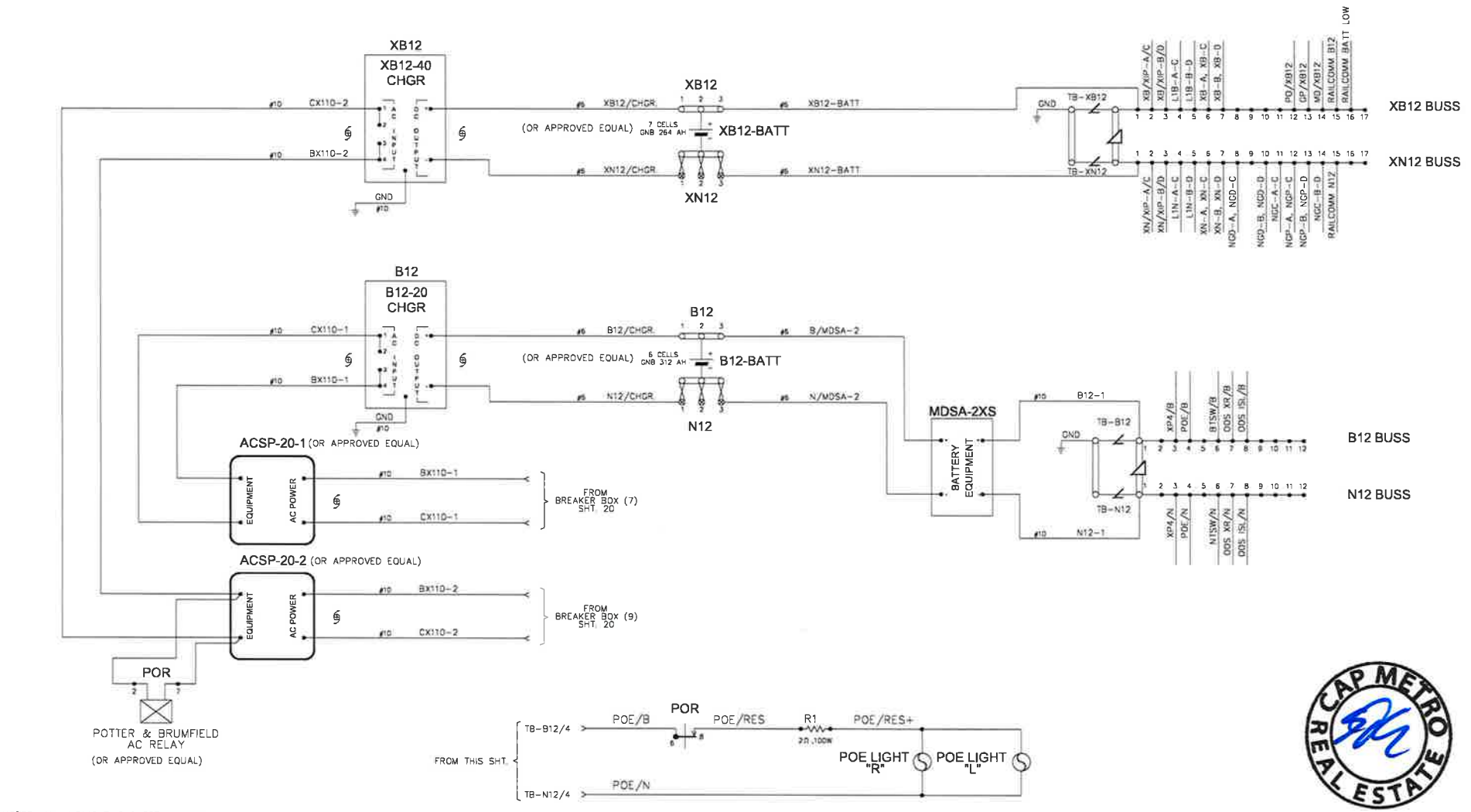
LIGHTING ARRESTOR PANEL

CONTRACT	DWG No.	REV
	9530-10	



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SCALE	
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DESIGNED	CTC
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CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 – DOT 744 800S

POWER CIRCUITS

CONTRACT	DWG No.	REV
	9530-11	

SAFETRAN MODEL S-60
GATE MECHANISM

CONTACT	CLOSED	FUNCTION
6	1°-90°	POWER DOWN
7	0°-89°	POWER UP
8	83°-90°	FLASHING LIGHT
9	5°-90°	SPARE
10	0°-5°	GATE DOWN
11		SPARE
12		SPARE

WITH GATE IN UP POSITION

TO MAST MOUNTED FLASHERS
(SHEET 13 FOR DETAILS)
1L2-A N-A 1L1-A

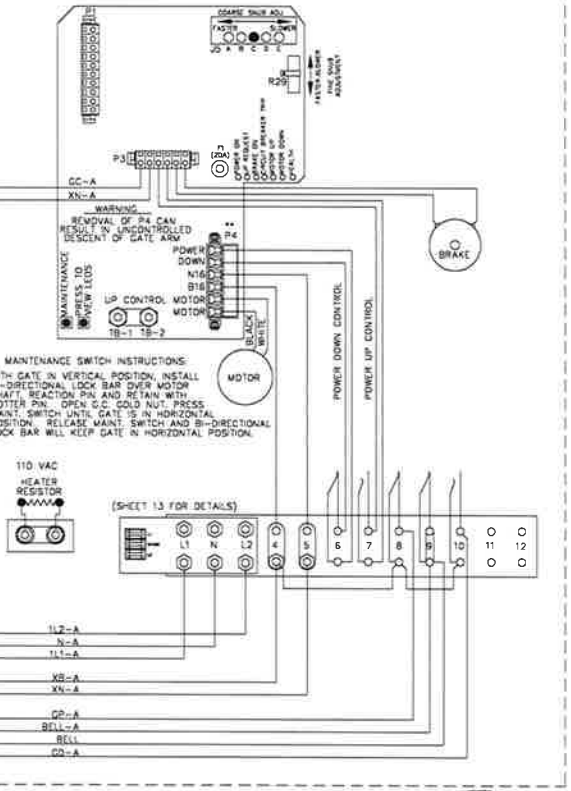
GATE A

FROM LAP-G-1 SHT. 09 — GC-A — #14
FROM XIP-20-A/C SHT. 07 — 1L2-A — #10
FROM XIP-20-A/C SHT. 07 — N-A — #10
FROM XIP-20-A/C SHT. 07 — 1L1-A — #10
FROM LAP-G-1 SHT. 09 — XB-A — #6
FROM LAP-G-1 SHT. 09 — XN-A — #14, #5, #10
FROM LAP-G-1 SHT. 09 — GP-A — #10
FROM LAP-G-1 SHT. 09 — GD-A — #10
FROM LAP-G-1 SHT. 09 — BELL-A — #10

NBELL #10
BELL
BELL #10

5C#6 U.G.
7C#9 U.G.

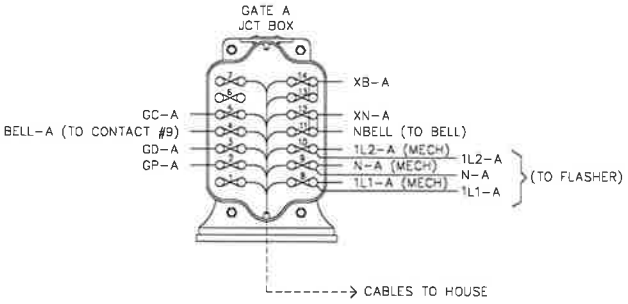
GATE BASE JCT BOX



MODEL S-60 GATE MECHANISM WIRING DIAGRAM

S-60 PN: 074007-X002A3 (OR APPROVED EQUAL)

GATE A
JCT BOX



CABLES TO HOUSE

CAPITAL METRO REAL ESTATE

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SCALE	
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CAPITAL METRO
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CR 200
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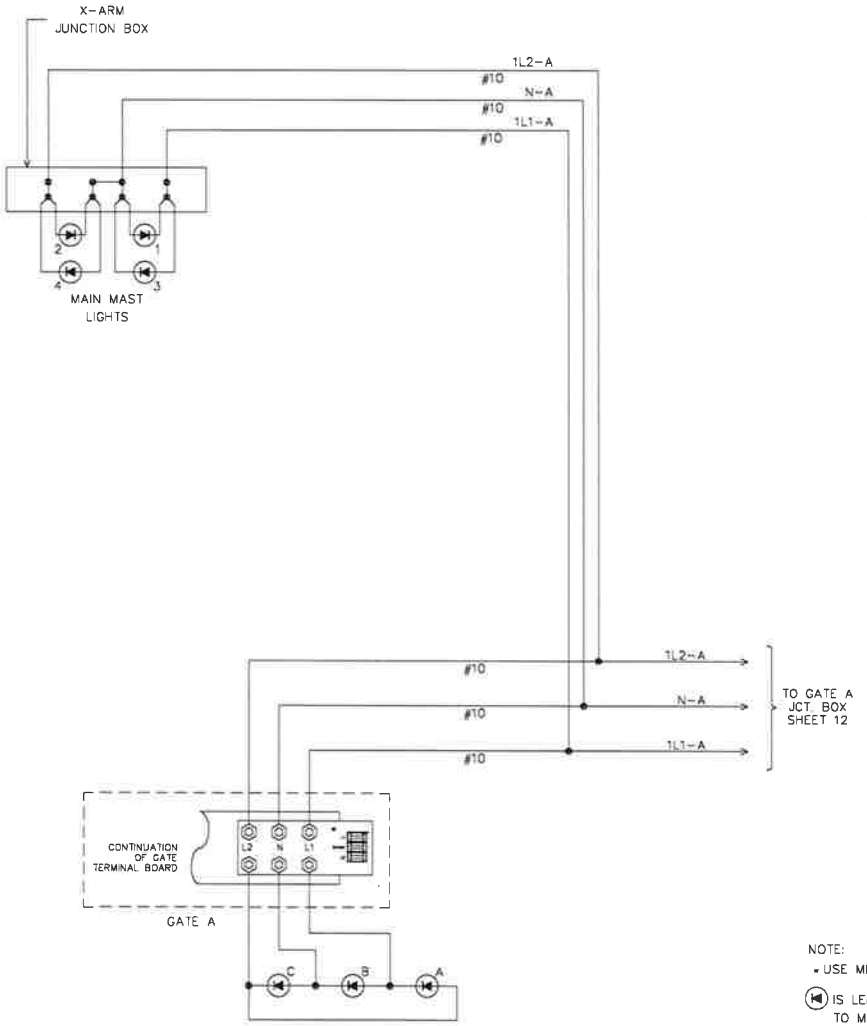
GATE MECHANISM A

CONTRACT	DWG No.	REV
	9530-12	

GATE A



NOTE:

- USE MINI ATO 10 AMP FUSES ONLY

(⏮) IS LED SYMBOL ONLY. INSTALL ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

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R. TBPE FIRM Registration No.: 420

SCALE	
DRAWN	CTC
DESIGNED	CTC
CHECKED	CTC
IN CHARGE	HNTB
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CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 - DOT 744 800S

LIGHTING CIRCUITS A

CONTRACT	DWG No.	REV
	9530-13	

SAFETRAN MODEL S-60
GATE MECHANISM

CONTACT	CLOSED	FUNCTION
6	1°-90°	POWER DOWN
7	0°-89°	POWER UP
8	83°-90°	FLASHING LIGHT
9	5°-90°	SPARE
10	0°-5°	GATE DOWN
11		SPARE
12		SPARE

WITH GATE IN UP POSITION

TO MAST MOUNTED FLASHERS
(SHEET 15 FOR DETAILS)
1L2-B N-B 1L1-B

GATE B

FROM LAP-G-2 SHT. 10 — GC-B — #14
FROM XIP-20-B/D SHT. 08 — 1L2-B — #10
FROM XIP-20-B/D SHT. 08 — N-B — #10
FROM XIP-20-B/D SHT. 08 — 1L1-B — #10
FROM LAP-G-2 SHT. 10 — XB-B — #6
FROM LAP-G-2 SHT. 10 — XN-B — #14, #5
FROM LAP-G-2 SHT. 10 — GP-B — #10, #10
FROM LAP-G-2 SHT. 10 — GD-B — #10
FROM LAP-G-2 SHT. 10 — BELL-B — #10

NBELL #10
BELL
BELL #10

5C#6 U.G.
7C#9 U.G.
GATE BASE JCT BOX

GC-B
XN-B
WARNING
REMOVAL OF P4 CAN RESULT IN UNCONTROLLED DESCENT OF GATE ARM
MAINTENANCE
PRESS TO VIEW LEDS
UP CONTROL MOTOR
MOTOR
TB-1 TB-2
BLACK
WHITE
BRAKE
POWER DOWN CONTROL
POWER UP CONTROL
MOTOR

MAINTENANCE SWITCH INSTRUCTIONS:
WITH GATE IN VERTICAL POSITION, INSTALL BI-DIRECTIONAL LOCK BAR OVER MOTOR SHAFT. REACTION PIN AND RETAIN WITH COTTER PIN. OPEN G.C. GOLD NUT. PRESS MAINT. SWITCH UNTIL GATE IS IN HORIZONTAL POSITION. RELEASE MAINT. SWITCH AND BI-DIRECTIONAL LOCK BAR WILL KEEP GATE IN HORIZONTAL POSITION.

110 VAC
HEATER RESISTOR

(SHEET 15 FOR DETAILS)
L1 N L2 4 5 6 7 8 9 10 11 12

1L2-B
N-B
1L1-B
XB-B
XN-B
GP-B
BELL-B
BELL
GD-B

MODEL S-60 GATE MECHANISM WIRING DIAGRAM

S-60 PN: 074007-X002A3 (OR APPROVED EQUAL)

GATE B
JCT BOX

XB-B
GC-B — XN-B
BELL-B (TO CONTACT #9) — NBELL (TO BELL)
GD-B — 1L2-B (MECH)
GP-B — N-B (MECH)
1L1-B (MECH)
1L2-B
N-B
1L1-B
(TO FLASHER)

CABLES TO HOUSE

CAP METRO REAL ESTATE

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HNTB
TBPE FIRM Registration No. 420

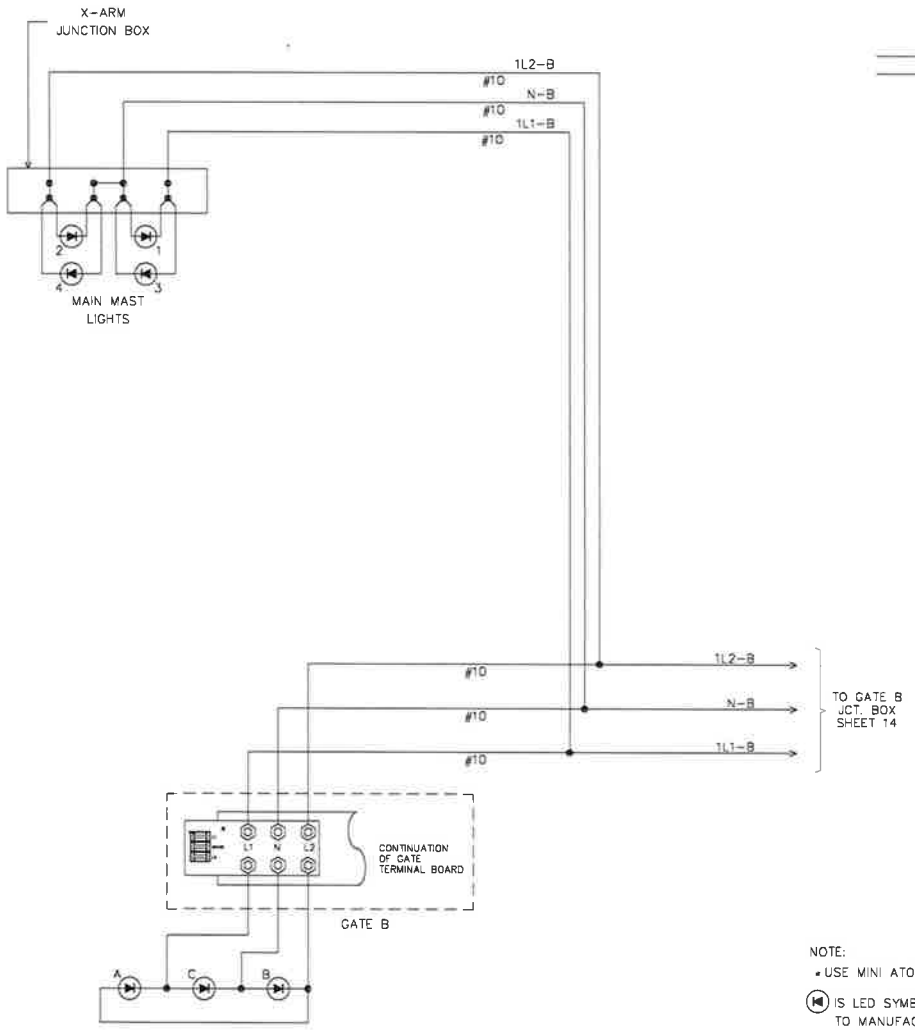
SCALE	
DRAWN	CTC
DESIGNED	CTC
CHECKED	CTC
IN CHARGE	HNTB
DATE	10-18-19

CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 - DOT 744 800S

GATE MECHANISM B

CONTRACT	DWG No.	REV
	9530-14	

GATE B



NOTE:

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IS LED SYMBOL ONLY. INSTALL ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

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IN CHARGE	HNTB
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CAPITAL METRO
WEST SUBDIVISION
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MP 95.30 - DOT 744 800S

LIGHTING CIRCUITS B

CONTRACT	DWG No.	REV
	9530-15	

SAFETRAN MODEL S-60
GATE MECHANISM

CONTACT	CLOSED	FUNCTION
6	1°-90°	POWER DOWN
7	0°-89°	POWER UP
8	83°-90°	FLASHING LIGHT
9	5°-90°	SPARE
10	0°-5°	GATE DOWN
11		SPARE
12		SPARE

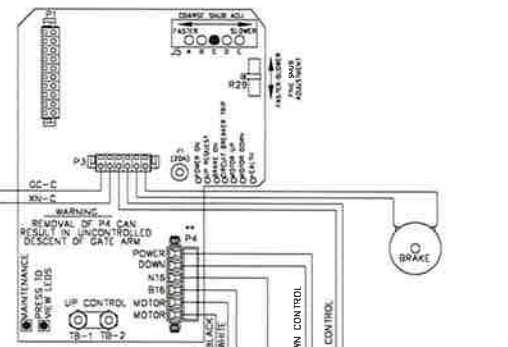
WITH GATE IN UP POSITION

TO MAST MOUNTED FLASHERS
(SHEET 17 FOR DETAILS)
2L2-C N-C 2L1-C

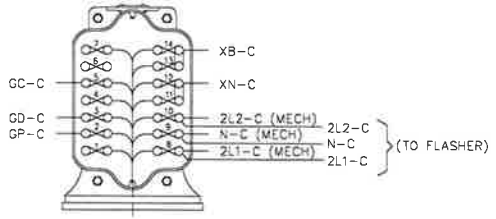
GATE C

FROM LAP-G-1 SHT. 09 — GC-C — #14
FROM XIP-20-A/C SHT. 07 — 2L2-C — #10
FROM XIP-20-A/C SHT. 07 — N-C — #10
FROM XIP-20-A/C SHT. 07 — 2L1-C — #10
FROM LAP-G-1 SHT. 09 — XB-C — #6
FROM LAP-G-1 SHT. 09 — XN-C — #14, #5
FROM LAP-G-1 SHT. 09 — GP-C — #10
FROM LAP-G-1 SHT. 09 — GD-C — #10

5C#6 U.G.
7C#9 U.G.
GATE BASE JCT BOX



GATE C
JCT BOX



CABLES TO HOUSE

FUTURE
NOT PART OF THIS BID

MODEL S-60 GATE MECHANISM WIRING DIAGRAM

S-60 PN: 074007-X002A3 (OR APPROVED EQUAL)

CAP METRO REAL ESTATE

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WEST SUBDIVISION
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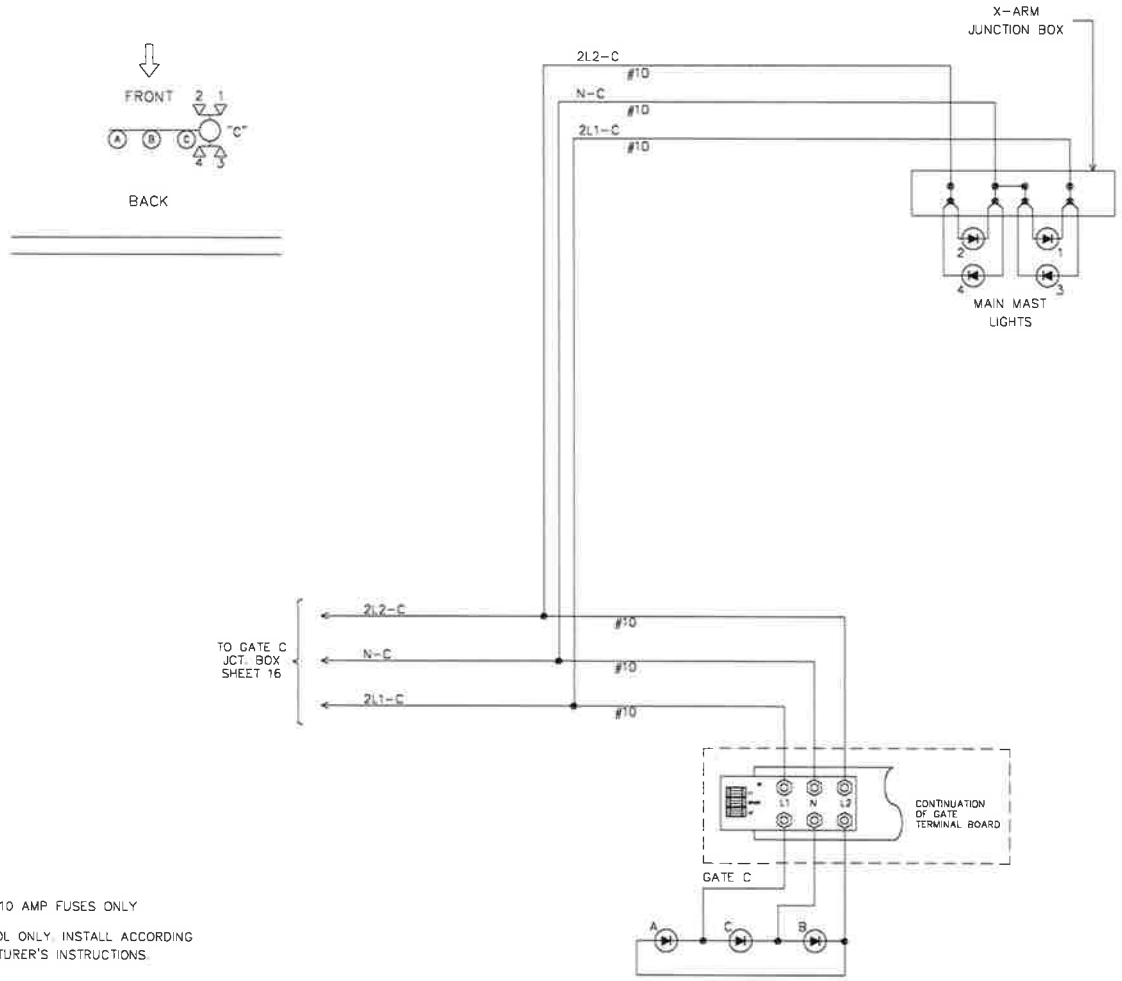
GATE MECHANISM C

CONTRACT	DWG No.	REV
	9530-16	

GATE C



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FUTURE
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CAP METRO REAL ESTATE

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TX TBPE FIRM Registration No. 420

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DESIGNED	CTC
CHECKED	CTC
IN CHARGE	HNTB
DATE	10-16-19

CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 - DOT 744 800S

LIGHTING CIRCUITS C

CONTRACT	DWG No.	REV
	9530-17	

SAFETRAN MODEL S-60
GATE MECHANISM

CONTACT	CLOSED	FUNCTION
6	1°-90°	POWER DOWN
7	0°-89°	POWER UP
8	83°-90°	FLASHING LIGHT
9	5°-90°	SPARE
10	0°-5°	GATE DOWN
11		SPARE
12		SPARE

WITH GATE IN UP POSITION

TO MAST MOUNTED FLASHERS
(SHEET 19 FOR DETAILS)
2L2-D N-D 2L1-D

GATE D

FROM LAP-G-2 SHT. 10 — GC-D — #14
FROM XIP-20-B/D SHT. 08 — 2L2-D — #10
FROM XIP-20-B/D SHT. 08 — N-D — #10
FROM XIP-20-B/D SHT. 08 — 2L1-D — #10
FROM LAP-G-2 SHT. 10 — XB-D — #6
FROM LAP-G-2 SHT. 10 — XN-D — #14, #6
FROM LAP-G-2 SHT. 10 — GP-D — #10
FROM LAP-G-2 SHT. 10 — GD-D — #10

5C#6 U.G.
7C#9 U.G.
GATE BASE JCT BOX

GC-D
XN-D
WARNING: REMOVAL OF P4 CAN RESULT IN UNCONTROLLED DESCENT OF GATE ARM
P4
POWER DOWN
N18
B18
UP CONTROL MOTOR
MOTOR
TB-1 TB-2
MAINTENANCE
PRESS TO SHOW LEDS
BRAKE
BLACK
WHITE
MOTOR
POWER DOWN CONTROL
POWER UP CONTROL

MAINTENANCE SWITCH INSTRUCTIONS:
WITH GATE IN VERTICAL POSITION, INSTALL BI-DIRECTIONAL LOCK BAR OVER MOTOR SHAFT, REACTION PIN AND RETAIN WITH COTTER PIN. OPEN G.C. GOLD NUT, PRESS MAINT. SWITCH UNTIL GATE IS IN HORIZONTAL POSITION. RELEASE MAINT. SWITCH AND BI-DIRECTIONAL LOCK BAR WILL KEEP GATE IN HORIZONTAL POSITION.

110 VAC
HEATER RESISTOR

(SHEET 19 FOR DETAILS)
L1 N L2
1 2 3 4 5 6 7 8 9 10 11 12

2L2-D
N-D
2L1-D
XB-D
XN-D
GP-D
GD-D

GATE D
JCT BOX

GC-D
GD-D
GP-D
XB-D
XN-D
2L2-D (MECH) → 2L2-D
N-D (MECH) → N-D
2L1-D (MECH) → 2L1-D
(TO FLASHER)
CABLES TO HOUSE

FUTURE
NOT PART OF THIS BID

MODEL S-60 GATE MECHANISM WIRING DIAGRAM

S-60 PN: 074007-X002A3 (OR APPROVED EQUAL)

CAP METRO REAL ESTATE

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Registration No. 420

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CAPITAL METRO
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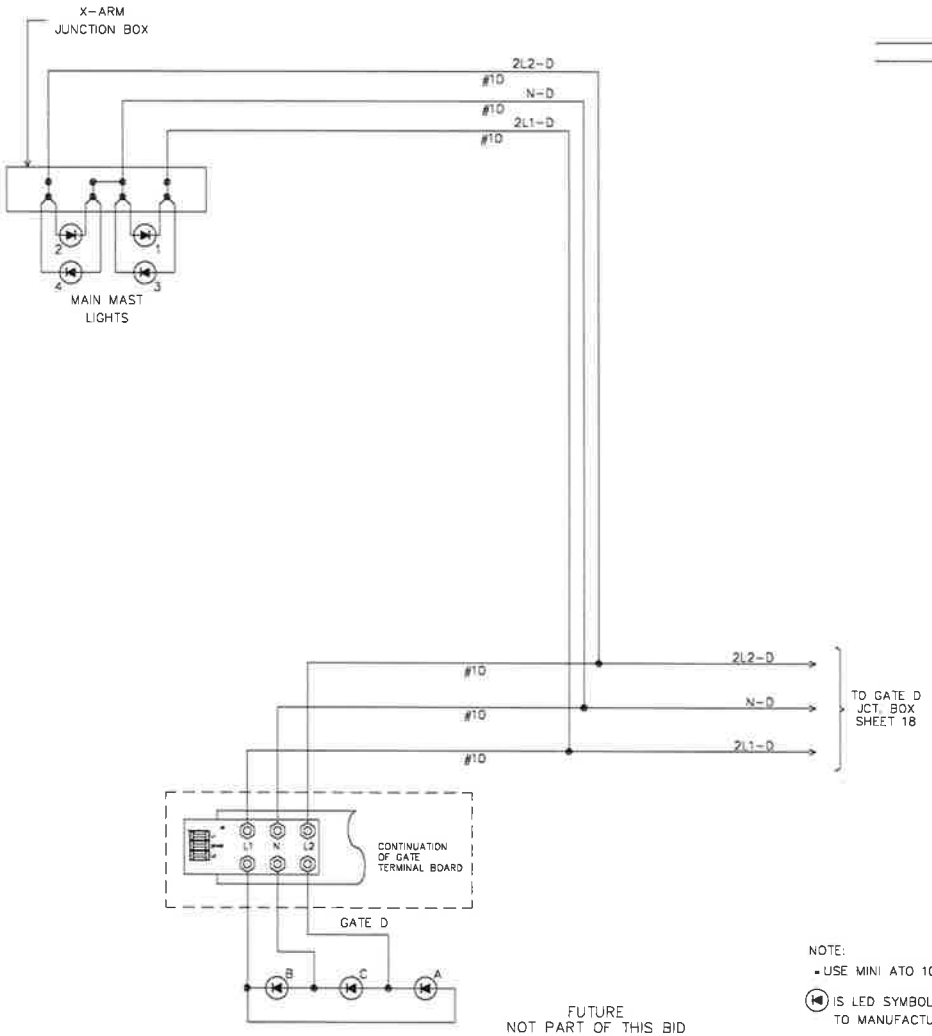
CR 200
MP 95.30 - DOT 744 800S

GATE MECHANISM D

CONTRACT | DWG No. 9530-18 | REV

GATE D



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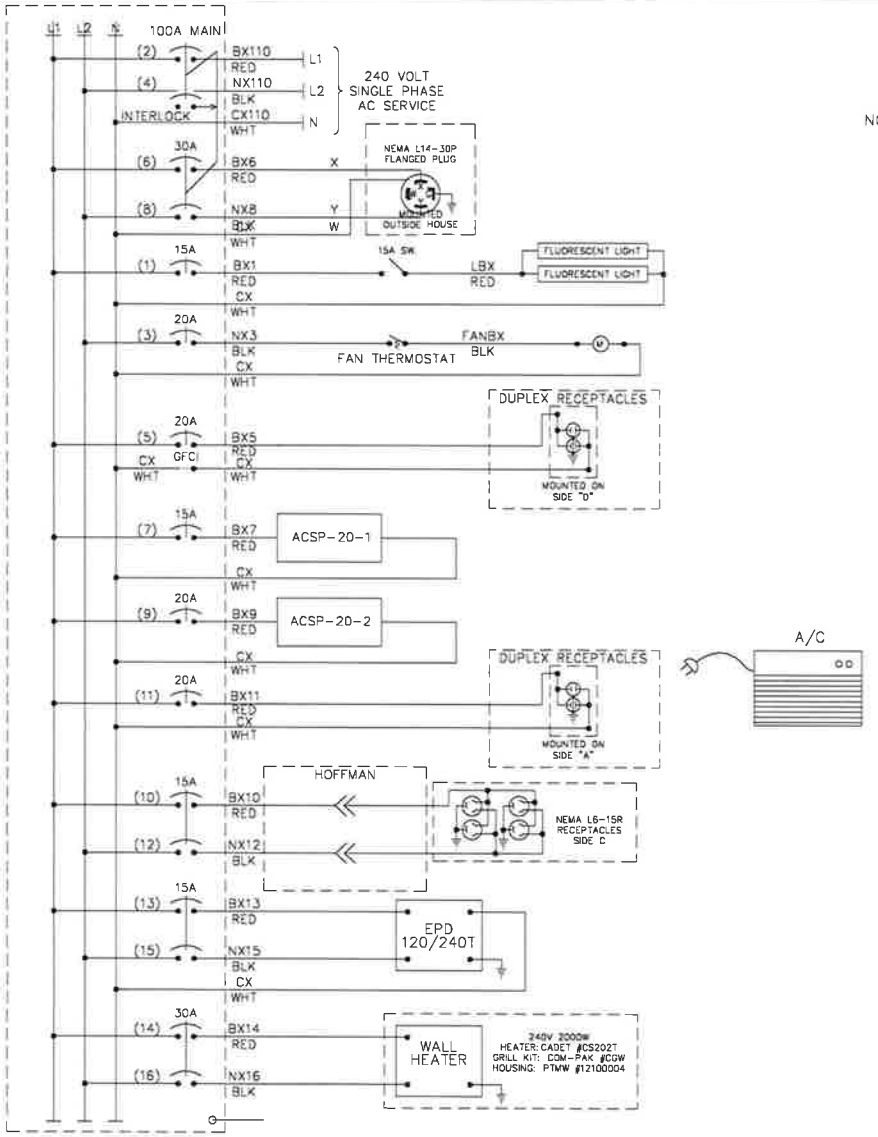
CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 – DOT 744 800S

LIGHTING CIRCUITS D

CONTRACT	DWG No.	REV
	9530-19	



NOTES:

1. USE THE FOLLOWING COLOR CODE:
   GRN – GREEN – SAFETY EQUIPMENT GROUND
   WHT – WHITE – CX110 (NEUTRAL)
   BLK – BLACK – NX110 (L2)
   RED – RED – BX110 (L1)
   EXCEPTIONS TO THE ABOVE COLOR CODE ARE THE PRE-WIRED, SEALED ARRESTOR UNITS MOUNTED ON THE BREAKER BOX WHICH HAVE TWO BLACK AND ONE WHITE WIRE EACH.
2. MINIMUM WIRE SIZE
   10 AMP – NO. 14 AWG THHN OR THWN SOLID
   20 AMP – NO. 12 AWG THHN OR THWN SOLID
   30 AMP – NO. 10 AWG THHN OR THWN SOLID
3. GROUND FAULT INTERRUPT (GFCI) MUST BE USED ON ALL CIRCUITS SERVING CONVENIENCE OUTLETS AND ANY EQUIPMENT OUTSIDE THE BUNGALOW. RECEPTACLE MOUNTED GFCI MAY BE USED INSTEAD OF BREAKER TYPE.
4. ALL GROUND WIRES RUN TO BREAKER BOX GROUND BUSS

SQUARE D PART NUMBERS
BREAKER BOX: Q0120L125PC
SURFACE KIT: Q0C204100S
GROUND KIT: PK9GTA
INTERLOCK: Q02DT1

BREAKER BOX DISTRIBUTION
Q0116L125G

1	15A LIGHTS	100A MAIN	2
3	20A FAN		4
5	20A GFCI RECEPTACLE	30A GENERATOR RECEPTACLE	6
7	15A ACSP-20-1		8
9	20A ACSP-20-2	15A TWIST LOCK RECEPTACLE	10
11	20A GFCI RECEPTACLE		12
13	15A EPD 120/240T	30A HEATER	14
15			16

CAP METRO REAL ESTATE

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SCALE	
DRAWN	CTC
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CHECKED	CTC
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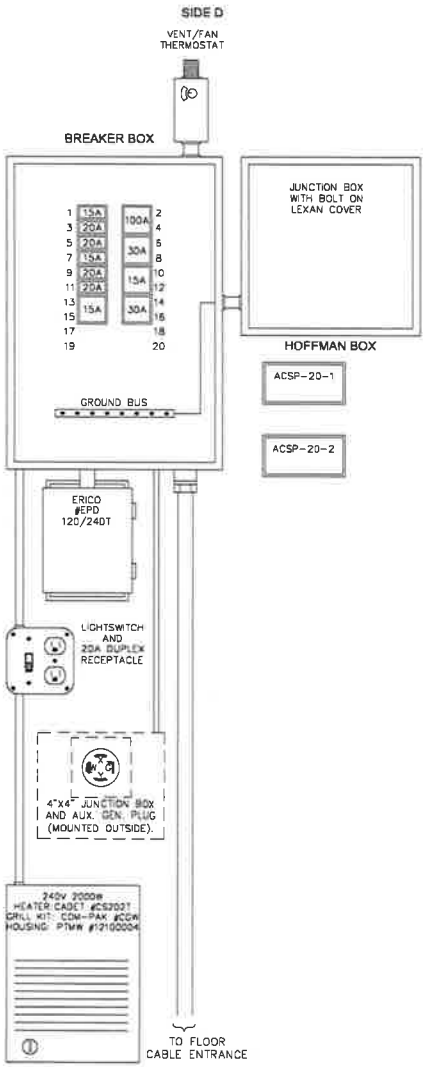
CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 – DOT 744 800S

POWER DISTRIBUTION

CONTRACT	DWG No.	REV
	9530-20	



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R.TBPE FIRM Registration No: 420

CAP METRO REAL ESTATE

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CAPITAL METRO
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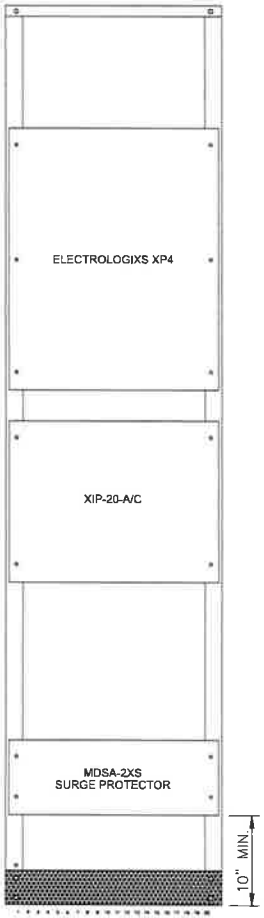
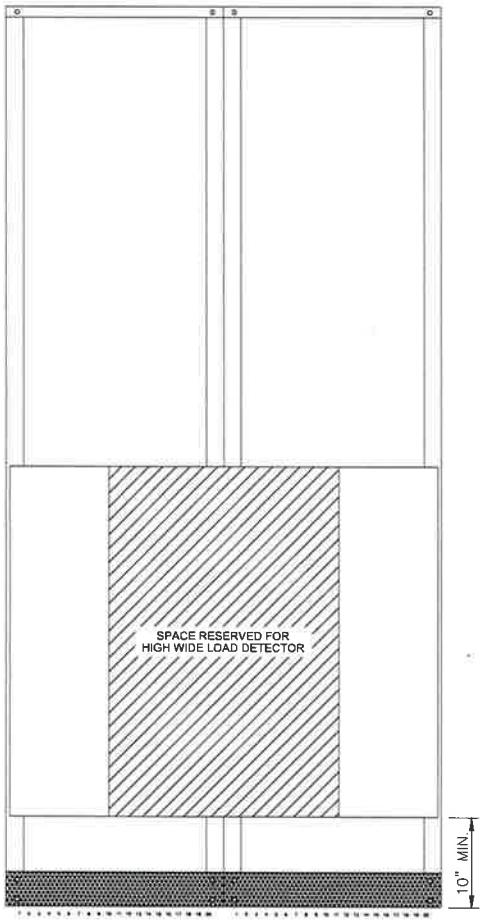
SIDE D

CONTRACT	DWG No.	REV
	9530-21	

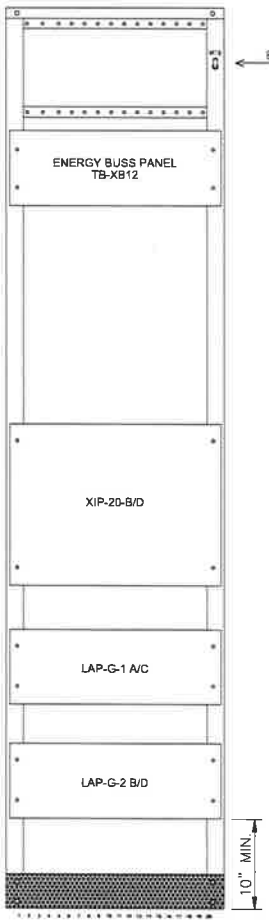


RACK-1
FRONT VIEW

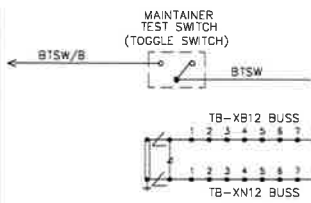


RACK-1
REAR VIEW

RACK-2
REAR VIEW

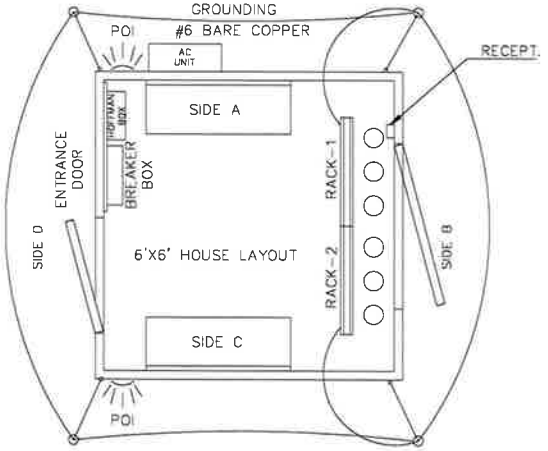


RACK-2
FRONT VIEW



RELAY CROSS REFERENCE

GRS	SAFETRAN
A62-262	K00000



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CAPITAL METRO
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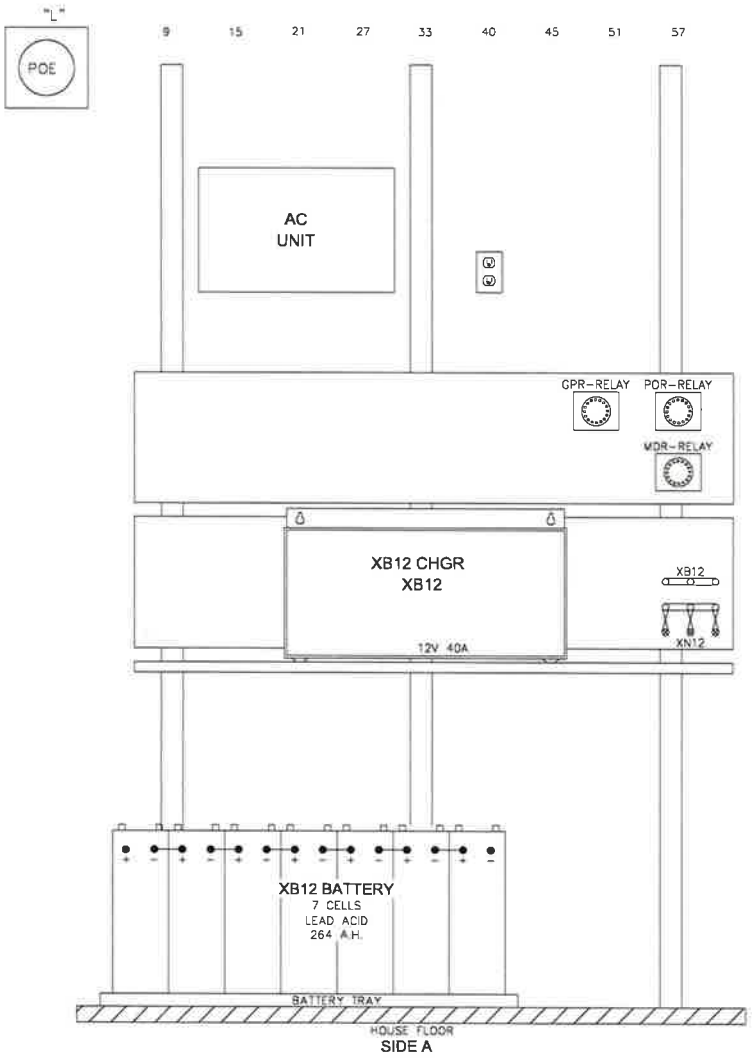
RACK LAYOUT/SIDE B

CONTRACT	DWG No.	REV
	9530-22	



SIDE A

CAP METRO REAL ESTATE

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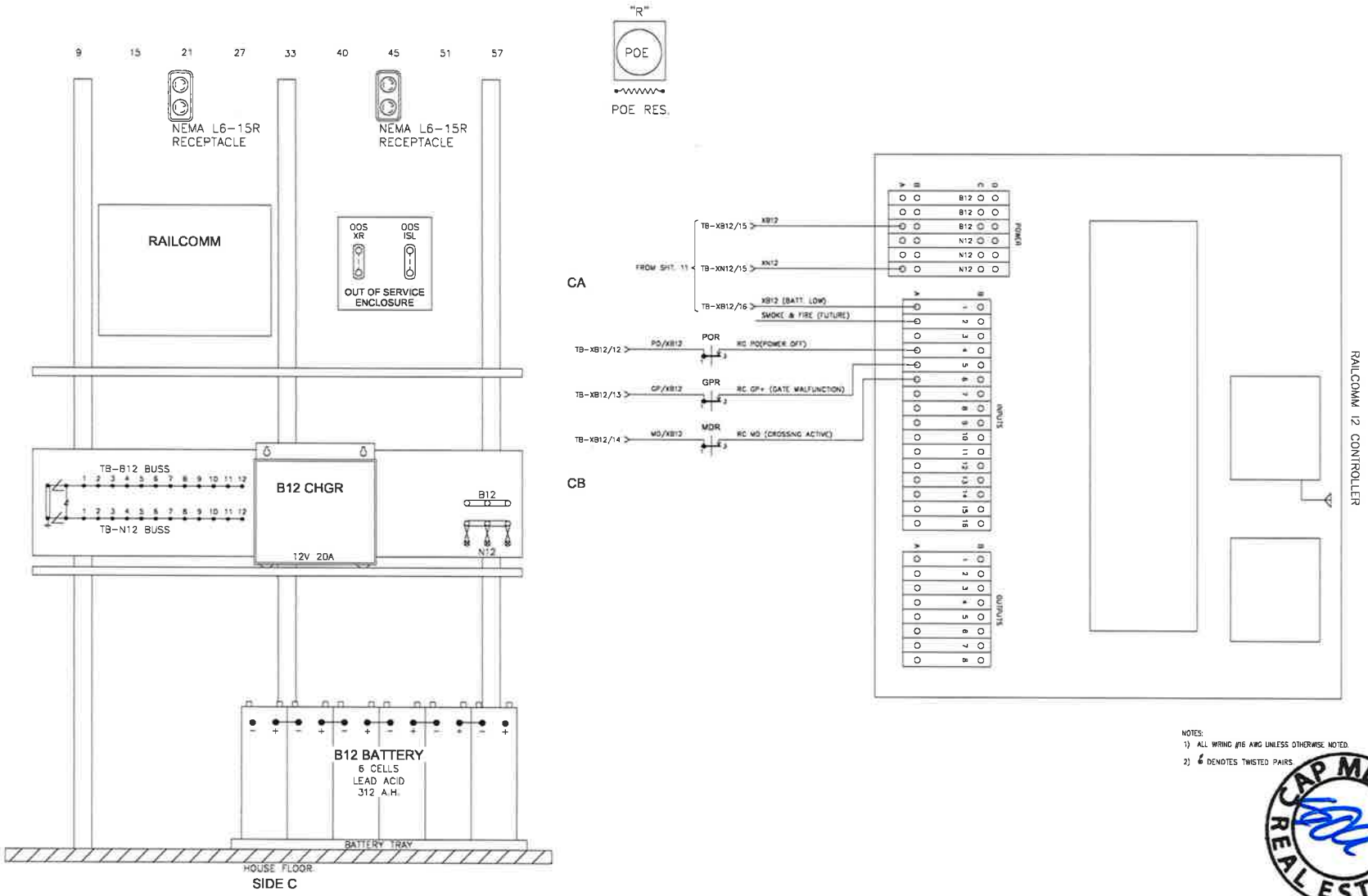
SIDE A

CONTRACT	DWG No.	REV
	9530-23	



NOTES:
1) ALL WIRING #16 AWG UNLESS OTHERWISE NOTED.
2) ⌇ DENOTES TWISTED PAIRS.

CAP METRO REAL ESTATE

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K:TBPE FIRM
Registration No: 420

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CAPITAL METRO
WEST SUBDIVISION
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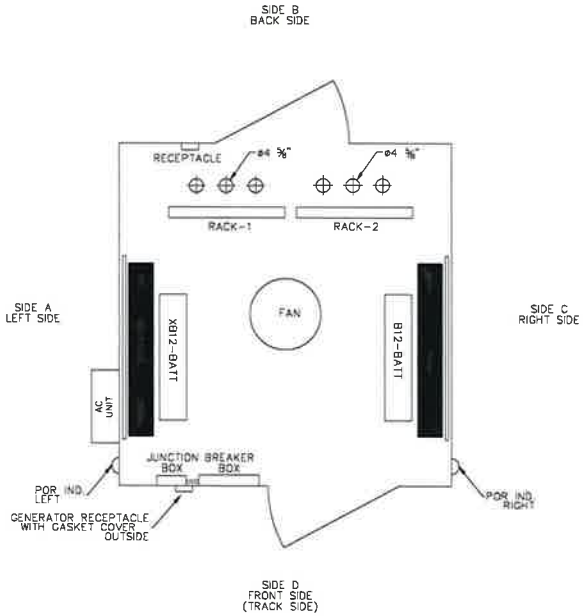
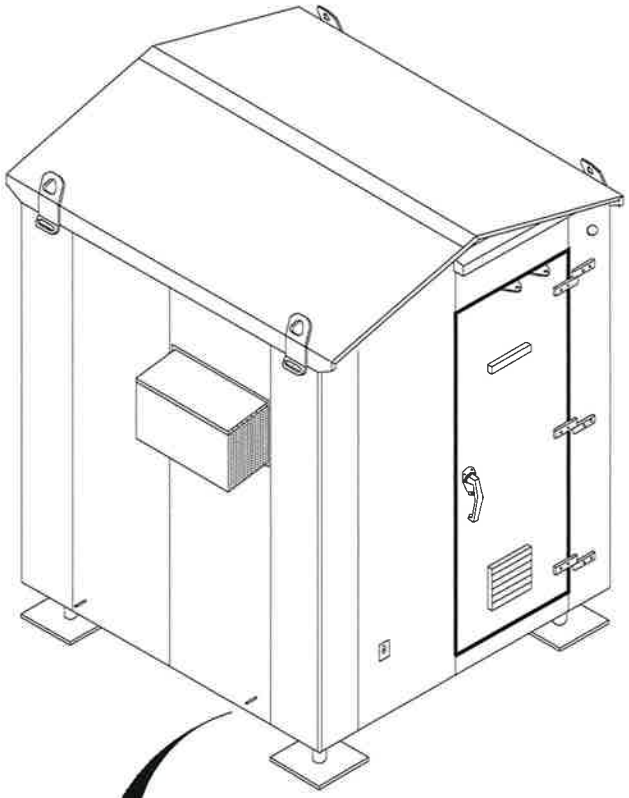
MP 95.30 - DOT 744 800S

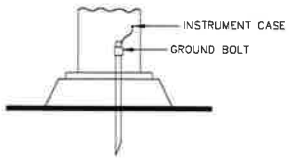
SIDE C

CONTRACT	DWG No.	REV
	9530-24	

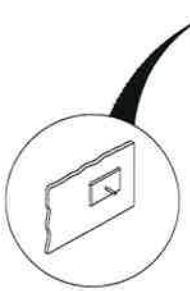




ISOMETRIC VIEW
6'X6' ALUMINUM HOUSE
PTMW (OR APPROVED EQUAL)



TYPICAL GROUND LAYOUT AT CASE



GROUND POST

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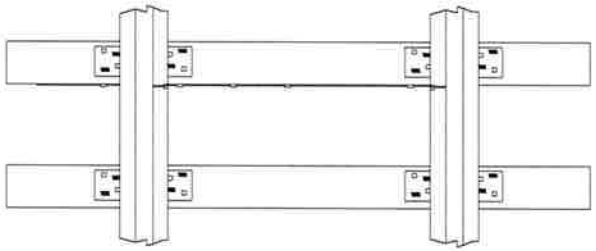
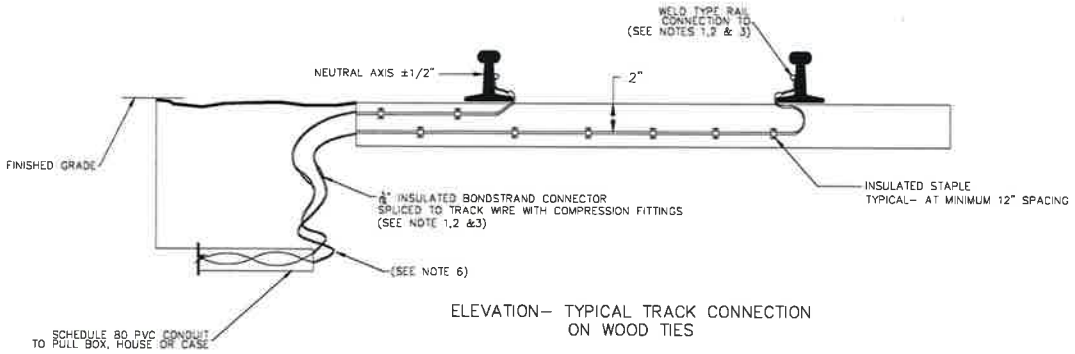
HOUSE DETAIL

CONTRACT	DWG. No.	REV
	9530-25	



PLAN– TYPICAL TRACK CONNECTION
ON WOOD TIES

1.– TRACK CIRCUIT RAIL CONNECTION TO BE MADE USING 3/16" INSULATED BONDSTRAND. BONDSTRAND SHALL BE WELDED TO WEB OF RAIL USING CADWELD BONDING MATERIAL AS MANUFACTURED BY ERICO RAIL PRODUCTS OR APPROVED EQUAL. RAIL SHALL BE GROUND CLEAN PRIOR TO APPLICATION OF BOND. NO-OXIDE GREASE SHALL BE APPLIED TO CONNECTION IMMEDIATELY AFTER INSTALLATION OF BOND IN ACCORDANCE WITH MANUFACTURER'S DIRECTIONS.
2.– RAIL CONNECTION NEAREST TO INSULATED JOINT SHALL BE PLACED NO MORE THAN 3" FROM END OF JOINT BAR.
3.– SPLICE 3/16" INSULATED BOOTLEG TO TRACK WIRE USING COMPRESSION CONNECTOR. SPLICE BONDSTRAND TO NO. 6 AWG SOLID TRACK WIRE USING COMPRESSION FITTING. SEAL COMPRESSION FITTING WITH LENGTH OF HEAT SHRINK TUBING. COAT COMPRESSION FITTING AND BARE WIRE ENDS WITH A NO-OXIDE GREASE BEFORE APPLYING HEAT SHRINK. HEAT SHRINK TO EXTEND A MINIMUM OF 1" ONTO WIRE INSULATION. WIRE INSULATION NOT TO BE STRIPPED BACK UNTIL JUST PRIOR TO MAKING SPLICE CONNECTION.
4.– FASTEN TRACK WIRE TO BASE OF RAIL WITH HAMMER-ON TYPE CABLE RETAINER CLIPS SIMILAR TO ERICO PART NO. SBA251 FOR PARALLEL CONNECTIONS AND SBA24BA FOR PERPENDICULAR CONNECTIONS. MINIMUM OF ONE CABLE CLIP TO BE USED FOR EACH RAIL CONNECTION WHERE RAIL CONNECTION MORE THAN 24" FROM CONDUIT STUB-UP. ADDITIONAL CABLE CLIPS TO BE USED WITH SPACING OF NO MORE THAN 18" APART.
5.– TRACK WIRES AND JUMPER WIRES SHALL BE SECURED TO THE SIDE OF CONCRETE TIES USING SERIES SBA257A STAINLESS STEEL SNAP-ON TYPE CONCRETE TIE CLIPS WITH CLIPS AS MANUFACTURED BY ERICO RAIL PRODUCTS OR APPROVED EQUAL. MINIMUM OF THREE TIE CLIPS TO BE USED PER TIE. FOR WOOD TIES, INSULATED STAPLES SHALL BE USED.
6.– COIL 3' OF SLACK TRACK WIRE BELOW NEAR TRACK CONNECTION A MINIMUM OF 24" BELOW BASE OF RAIL.
7.– SEAL CONDUIT AFTER TRACK CABLE HAS BEEN INSTALLED.



ELEVATION– TYPICAL TRACK CONNECTION
ON WOOD TIES

CAP METRO REAL ESTATE

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CR 200
MP 95.30 – DOT 744 800S

TRACK WIRE TYPICAL

CONTRACT	DWG No.	REV
	9530-26	

GENERAL NOTES

1. ALL IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THESE APPROVED PLANS. ANY ADDITIONAL IMPROVEMENTS WILL REQUIRE PLAN REVISIONS AND APPROVAL BY CAPITAL METRO (CMTA).

2. THE EXISTING UTILITIES SHALL BE LOCATED PRIOR TO COMMENCING ANY EXCAVATIONS. APPROVAL OF THE PROJECT BY CMTA DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF LOCATION OR THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES OR STRUCTURES WITHIN THE LIMITS OF THIS PROJECT. THE APPROPRIATE REGIONAL NOTIFICATION CENTER [TEXAS EXCAVATION SAFETY SYSTEM SERVICE ALERT (ONE CALL) AT (800)344-8377, http://www.onecalltexas.com], RAILWAY COMPANIES, AND UTILITY COMPANIES SHALL BE NOTIFIED PRIOR TO PERFORMING ANY EXCAVATION CLOSE TO ANY UNDERGROUND PIPELINE, CONDUIT, DUCT, WIRE, OR OTHER STRUCTURE. REFER TO CMTA'S WEBSITE http://www.capmetro.org/railrow/ TO ENSURE PROPER CONTRACT INFORMATION AND PHONE NUMBERS.

   CMTA IS NOT A MEMBER OF ONE CALL. IT IS, THEREFORE, NECESSARY TO CALL HTSI'S SIGNAL SUPPORT SERVICES (JUSTON SMITH AT 512-963-4615) TO MARK, AT THE CONTRACTOR'S EXPENSE, SIGNAL AND COMMUNICATION CABLES AND CONDUITS. IN CASE OF SIGNAL EMERGENCIES OR ROADWAY-RAIL GRADE CROSSING PROBLEMS, THE CONTRACTOR SHALL CALL CMTA'S 24-HOUR SIGNAL EMERGENCY NUMBER (844)592-8046.

   WHEN THE CROSSINGS INVOLVE NEW OR RELOCATED GATES, THE MINIMUM REQUIRED CLEARANCE FROM EXISTING OVERHEAD WIRES SHALL BE MAINTAINED, AND GATE FOUNDATIONS CHECKED FOR UTILITIES. IF UTILITIES CANNOT BE LOCATED, POTHOLING SHALL BE DONE TO LOCATE THE UTILITIES. CMTA AND APPROPRIATE UTILITY OWNERS SHALL BE NOTIFIED IMMEDIATELY WHEN UTILITY LINES NOT KNOWN OR INDICATED ON THE DRAWINGS ARE ENCOUNTERED. NO SERVICE SHALL BE DISRUPTED UNTIL THE UTILITY OWNER AND CMTA HAVE DETERMINED THE REQUIRED ACTION ON SUCH LINES.

3. THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO STARTING ANY WORK ON CITY RIGHT OF WAY. THE CONTRACTOR SHALL NOTIFY TXDOT AT LEAST FOUR (4) WEEKS PRIOR TO STARTING ANY WORK ON STATE RIGHT OF WAY.

4. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (COPIES OF OSHA STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION AND RELATED REFERENCE MATERIAL MAY BE PURCHASED FROM OSHA, 903 SAN JACINTO, RM. 319, AUSTIN, TEXAS 78701) AS WELL AS FRA (FEDERAL RAILROAD ADMINISTRATION) REQUIREMENTS FOR ROADWAY WORKERS.

5. BARRICADES AND WARNING SIGNS:
   BARRICADES AND WARNING SIGNS SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND ARE GENERALLY LOCATED TO AFFORD MAXIMUM PROTECTION TO THE PUBLIC AS WELL AS CONSTRUCTION PERSONNEL AND EQUIPMENT TO ASSURE EXPEDITIOUS TRAFFIC FLOW AT ALL TIMES. DURING THE PROGRESS OF WORK, THE CONTRACTOR SHALL PROVIDE ACCESS FOR LOCAL TRAFFIC.

6. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION AND DISPOSAL OF ANY AND ALL EXISTING STRUCTURES ON SITE AS NOTED IN THE PLANS. CONTRACTOR SHALL REMOVE ITEMS AS DETAILED IN THE PLANS.

7. THE INFORMATION CONTAINED ON THESE DRAWINGS IN REGARDS TO EXISTING UTILITIES, TOPOGRAPHY, CONTOURS, OR SUBSURFACE CONDITIONS IS FURNISHED SOLELY AS THE BEST INFORMATION AVAILABLE AT THIS TIME. ITS ACCURACY IS NOT GUARANTEED AND ITS USE IN NO WAY RELIEVES THE CONTRACTOR OF ANY RESPONSIBILITY FOR LOSSES DUE TO ANY INACCURACIES.

8. THE CONTRACTOR SHALL NOTIFY CAPITAL METRO BEFORE BEGINNING ANY UTILITY CONSTRUCTION IN PUBLIC R.O.W. OR PUBLIC EASEMENT. NO PIPE SHALL BE LAID UNTIL CMTA OR ITS REPRESENTATIVE HAS MET WITH THE CONTRACTOR OR HIS REPRESENTATIVE AT THE PROJECT SITE.

9. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITIONS, INCLUDING REVEGETATION (HYDROMULCH) AND GRADING TO DRAIN AS REQUIRED BY THE CITY AND TXDOT AS APPLICABLE AT NO ADDITIONAL COST TO CAPITAL METRO.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR ITS OWN SURVEY.

11. NO WORK WILL BE PERMITTED DURING WEEKDAY COMMUTE HOURS LESS THAN TWENTY- FIVE (25) FEET HORIZONTALLY FROM CENTERLINE OF THE NEAREST RAIL UNTIL AFTER 9:00 AM AND PRIOR TO 3:30 PM. WORK CLOSER THAN TWENTY-FIVE (25) FEET FROM CENTERLINE OF THE NEAREST RAIL MAY REQUIRE A NIGHT OR WEEKEND SCHEDULE. SOME WORK PERFORMED MORE THAN TWENTY-FIVE (25) FEET HORIZONTALLY FROM CENTERLINE OF THE NEAREST RAIL MAY BE RESTRICTED (DUE TO TYPE OF EQUIPMENT BEING USED WITH THE POTENTIAL TO FOUL THE TRACK) TO NIGHT AND WEEKENDS WHEN SO REQUIRED BY THE APPROVED SITE-SPECIFIC WORK PLAN (SSWP)

12. EMPLOYEE-IN-CHARGE (EIC) SHALL BE PROVIDED BY CMTA AT NO COST TO THE CONTRACTOR (MAXIMUM OF 2 EIC/DAY FOR 8 HOURS/DAY FOR 6 DAYS). CONTRACTOR SHALL PAY FOR ANY EIC COSTS BEYOND THIS.

13. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES.

CAP METRO REAL ESTATE

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HNTB
TBPE FIRM Registration No. #20

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DATE	10-18-19

CAPITAL METRO
WEST SUBDIVISION
CR 200
MP 95.30 - DOT 744 800S

GENERAL NOTES SH. 1 OF 2

CONTRACT	DWG No.	REV
	9530-GN-01	

GRADING NOTES

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE CERTAIN THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
2. BARRICADING, TRAFFIC CONTROL, AND PROJECT SIGNS SHALL CONFORM TO STATE AND CITY BARRICADING AND CONSTRUCTION STANDARDS AS APPLICABLE AND THE CONTRACT SPECIFICATIONS.
3. THE CONTRACTOR SHALL VERIFY THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS, INCLUDING GRADES AND DIMENSIONS, BEFORE COMMENCEMENT OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES. MINOR ADJUSTMENT TO FINISH GRADE TO ACCOMPLISH SPOT DRAINAGE IS ACCEPTABLE, IF NECESSARY, UPON PRIOR APPROVAL OF THE ENGINEER. PAVING INSTALLED SHALL "FLUSH OUT" AT ANY JUNCTURE WITH EXISTING PAVING.
4. PROPOSED SPOT ELEVATION AND DESIGNATED GRADIENT ARE TO BE USED IN THE EVENT OF ANY DISCREPANCIES.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT.

EROSION AND SEDIMENTATION CONTROL NOTES

1. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, EXCAVATION).
2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE IN ACCORDANCE WITH THE EROSION CONTROL PLAN, FRA REQUIREMENTS, AND THE RELATED REGULATIONS OF THE CITY AND TXDOT.
3. A PRE-CONSTRUCTION CONFERENCE AS REQUIRED BY THE CITY SHALL BE HELD ON-SITE WITH THE CONTRACTOR, ENGINEER OF RECORD, CMTA, AND THE CITY AFTER INSTALLATION OF THE EROSION/SEDIMENTATION CONTROLS AND PRIOR TO BEGINNING ANY SITE PREPARATION WORK.
4. ANY MAJOR VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES FROM THOSE SHOWN ON THE APPROVED PLANS WILL REQUIRE A REVISION AND MUST BE APPROVED BY THE ENGINEER AND CMTA OR ITS REPRESENTATIVE AS APPROPRIATE. MINOR CHANGES TO BE MADE AS FIELD REVISIONS TO THE EROSION AND SEDIMENTATION CONTROL PLAN MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES.
5. THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT WEEKLY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY AND PER TCEQ REQUIREMENTS. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES.
6. PRIOR TO FINAL ACCEPTANCE BY CAPITAL METRO AND THE CITY, HAUL ROADS AND WATERWAY CROSSINGS CONSTRUCTED FOR TEMPORARY CONTRACTOR ACCESS MUST BE REMOVED, ACCUMULATED SEDIMENT REMOVED FROM THE WATERWAY AND THE AREA RESTORED TO THE ORIGINAL GRADE AND REVEGETATED. ALL LAND CLEARING DEBRIS SHALL BE DISPOSED OF IN APPROVED SPOIL DISPOSAL SITES. CITY SHALL ISSUE FINAL PERMIT PRIOR TO REMOVAL OF SWPPP.
7. WHERE SILT FENCE CANNOT BE PROPERLY INSTALLED USE TRIANGULAR FILTRATION DIKES, HAY BALES OR OTHER METHOD THAT CAN BE INSTALLED AS APPROVED BY THE ENGINEER.
8. CONTRACTOR SHALL OBTAIN NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT AS REQUIRED TO COMPLETE THE WORK AND SHALL PROVIDE A PROJECT SITE BOARD WITH PROJECT ITEMS AS REQUIRED.

QUIET ZONE NOTES

1. INSTALLATION OF QUIET ZONE IMPROVEMENTS SHALL MEET REQUIREMENTS SET IN 49 CFR PARTS 222 AND 229.

RAILROAD NOTES

1. ALL INFORMATION ASSOCIATED WITH THE CAPITAL METRO RIGHT-OF-WAY (ROW) REQUESTS CAN BE LOCATED ON THE CMTA WEBSITE VIA THE FOLLOWING INTERNET ADDRESS: HTTP://WWW.CAPMETRO.ORG/RAILROW.

   CAPITAL METRO MUST APPROVE ALL ACCESS TO AND ACTIVITIES WITHIN THE CAPITAL METRO ROW PRIOR TO ENTERING INTO THE RAILROAD ROW OR THE PERFORMANCE OF ANY WORK. ALL INDIVIDUAL(S)/CONTRACTOR(S) REQUIRING ACCESS TO THE RAILROAD ROW MUST HAVE AN APPROVED LICENSE AGREEMENT AND/OR WORK PERMIT PRIOR TO ANY WORK WITHIN THE RAILROAD ROW. INDIVIDUAL(S)/CONTRACTOR(S) SHALL FOLLOW ALL SAFETY REQUIREMENTS OF CAPITAL METRO AND ALL WORKERS PERFORMING WORK IN THE RAILROAD ROW MUST SUCCESSFULLY COMPLETE THE CAPITAL METRO ROADWAY WORKER CERTIFICATION. AT ALL TIMES, A VALID CERTIFICATION CARD MUST BE IN THEIR POSSESSION WHILE IN THE RAILROAD ROW.

   ANY WORK WITHIN THE FOUL ZONE (25 FEET FROM THE CENTER OF THE TRACK) OF THE RAILROAD ROW CAN ONLY PROCEED WITH THE PRESENCE OF A QUALIFIED EMPLOYEE IN CHARGE (EIC). ANY WORK INVOLVING EQUIPMENT THAT HAS THE POTENTIAL TO ENTER THE FOUL ZONE MAY ONLY BE PERFORMED WITH THE PROTECTION OF A QUALIFIED EIC. SCHEDULING OF EICs IS COORDINATED BY CAPITAL METRO RAIL OPERATIONS.

   CONTRACTOR SHALL NOTIFY CMTA AND ITS MOW AND OPERATIONS CONTRACTOR, HERZOG TRANSIT SERVICES, THREE (3) WEEKS BEFORE COMMENCING WORK WITHIN THE CMTA RIGHT-OF-WAY IN ORDER TO SCHEDULE ROADWAY WORKER TRAINING CLASS, TRACK ACCESS AND EMPLOYEE-IN-CHARGE (EIC) SERVICES IF NEEDED AND SCHEDULE TRACK OUTAGES.

   ROADWAY WORKER TRAINING IS PROVIDED BY HERZOG TRANSIT SERVICES (HTSI). CONTACT HTSI'S DIRECTOR OF SAFETY AND TRAINING (JAMES BEADLE) AT (512)284-3954 FOR INFORMATION REGARDING TRAINING. THE COST OF EIC SERVICES ARE $70/HOUR AND $100/HOUR FOR OVERTIME BEYOND MAXIMUM OF 2 EIC/DAY FOR 8 HOURS/DAY.
2. COMPLY WITH ALL CONDITIONS OF PERMIT FOR CONSTRUCTION IN RAILROAD ROW.
3. CONSTRUCTION IN RAILROAD ROW MUST BE AS PER RAILROAD SPECIFICATIONS AND HAVE INSURANCE REQUIRED PER CMTA.
4. THE CONTRACTOR MUST REQUEST THAT ALL RAILROAD SIGNAL CABLES WITHIN THE LIMITS OF CONSTRUCTION BE LOCATED AND TAKE CARE NOT TO DAMAGE THEM. THE CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO CAPITAL METRO SIGNAL EQUIPMENT OR TRACK.

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GENERAL NOTES SH. 2 OF 2

CONTRACT	DWG No.	REV
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2	SHEET INDEX
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4	GENERAL NOTES SHEET 2 OF 2
5	LOCATION MAP
6	TRACK PLAN AND PROFILE SHEET 1 OF 2
7	TRACK PLAN AND PROFILE SHEET 2 OF 2
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8	DETAILS SHEET 1 OF 2
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	TXDOT STANDARDS
10	RCSS(1)-09 RAILROAD CROSSING SIGNS AND SIGNALS
11	RCPM-09 RAILROAD CROSSING PAVEMENT MARKING TYPICAL DETAILS
12	TSR(4)-13 TYPICAL SIGN REQUIREMENTS
13	RAILROAD REQUIREMENTS FOR NON-BRIDGE CONSTRUCTION PROJECTS SHEET 1 OF 2
14	RAILROAD REQUIREMENTS FOR NON-BRIDGE CONSTRUCTION PROJECTS SHEET 2 OF 2
15	EC(1)-16 TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES FENCE & VERTICAL TRACKING
16	EC(2)-16 TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES ROCK FILTER DAMS
17	EC(3)-16TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES CONSTRUCTION EXITS

SHEET INDEX (CONTINUATION)

SHEET NO.	DESCRIPTION
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0	COVER SHEET & INDEX
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2	RAILROAD SITE LAYOUT
3	GATE ASSEMBLY TYPICAL
4	XP4 SETUP SHEET
5	XP4 CIRCUITS
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7	XP4 CIRCUITS
8	XP4 CIRCUITS
9	LIGHTING ARRESTOR PANEL
10	LIGHTING ARRESTOR PANEL
11	POWER CIRCUITS
12	GATE MECHANISM
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14	GATE MECHANISM
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20	POWER DISTRIBUTION
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24	SIDE C
25	HOUSE DETAIL
26	TRACK WIRE TYPICAL
27	GENERAL NOTES (1 OF 2)
28	GENERAL NOTES (2 OF 2)

CAP METRO REAL ESTATE

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PROFESSIONAL ENGINEER
3/05/2020

WILLIAMSON COUNTY

WILLIAMSON COUNTY PRECINCT #2

METRO

HNTB
TBPE Firm Registration No. F-420

CR 200
AT-GRADE CROSSING
MP 95.30 LIBERTY HILL, TX

INDEX OF SHEETS
SHEET 1 OF 1

SHEET 2

EXHIBIT B
PRE-APPROVED CONTRACTOR LIST

DESIGN CONTRACTORS

HNTB
Huitt Zollars
LJA Engineering, Inc.
Bowman Engineering & Consulting
Bridgefarmer & Associates

CONSTRUCTION CONTRACTORS

Herzog Transit Services
Koppers Railroad Structures
E80 Plus Constructors
RailWorks Track System
M&M Sales & Service
COLO Railroad Builders
Queen City Railroad Construction
Lone Star Railroad Contractors
Balfour Beatty
R J Corman
Delta Railroad Construction
Atlas Railroad Construction, LLC
Osmose Railroad Services, Inc.
Hulcher Services, Inc.
Austin Bridge & Road
Kiewit Infrastructure South Company
McCarthy

EXHIBIT C
INSURANCE PROVISIONS

(1) **Comprehensive General Liability Insurance** coverage with limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) per occurrence Combined Single Limit of Liability for Bodily Injury and Property Damage with an aggregate of Two Million Dollars and No/100 Dollars ($2,000,000) with coverage that includes:

(i) Products and Completed Operations Liability

(ii) Independent Contractors

(iii) Personal Injury Liability extended to claims arising from employees of Contractor and the Authority.

(iv) Contractual Liability pertaining to the liabilities assumed in the agreement.

(2) **Automobile Liability Insurance** covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million and No/100 Dollars ($1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.

(3) **Workers' Compensation Insurance** providing Statutory Workers' Compensation coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars and No/100 Dollars ($1,000,000).

Other Insurance for Construction Contractor:

(4) **Builders Risk/Equipment Installation** insurance covering the full value of equipment being installed. Insurance should provide coverage for all peril and provide Replacement Cost for the equipment in the event of a loss.

(5) **Pollution Liability Insurance** with limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with an aggregate of One Million Dollars ($1,000,000) per occurrence.

(6) **Railroad Protective Liability** coverage with limits not less than Five Million Dollars and No/100 Dollars ($5,000,000).

(7) **Umbrella Liability** Limits of not less than Five Million Dollars ($5,000,000) per occurrence.

Other Insurance for Engineering and Design Consultant Contractor:

(1) **Professional Liability Insurance** covering negligent acts, errors and omissions arising from the Contractor's work to pay damages for which the Contractor may become legally obligated. Minimum limits of liability shall be not less than One Million Dollars and No/100 Dollars ($1,000,000) on an annual aggregate basis.

(2) **Umbrella Liability** Limits of not less than Five Million Dollars ($5,000,000) per occurrence.

Note: Such policies of insurance and certificates provided by Licensee shall provide (i) that Licensor is named as an additional insured (except for workers' compensation insurance), (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Capital Metro, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Capital Metro shall receive notice of any cancellation of the policy.

EXHIBIT D

MEMORANDUM OF LICENSE

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF _____ §

MEMORANDUM OF PRIVATE ROAD CROSSING LICENSE AGREEMENT

This Memorandum of Public Road Crossing License Agreement (this "**Memorandum**") is made by and between Capital Metropolitan Transportation Authority ("**Licensor**"), a political subdivision of the State of Texas organized and existing under Chapter 451, Texas Transportation Code, and _____ ("**Licensee**").

Pursuant to the terms, covenants and conditions of that certain Public Road Crossing License Agreement dated _____, 202_ between Licensor and Licensee (the "**Agreement**"), Licensor has granted Licensee a non-exclusive license in, on, over, through and across the property described on Exhibit A attached hereto (the "**Crossing Area**"), for the limited purpose of constructing, modifying, maintaining and using a public road in accordance with the terms of this Agreement (the "**Crossing**").

Licensor may elect to relocate the Crossing to a location which continues to provide access to the Licensee Property, in which case Licensor may record an amendment to this Memorandum updating the legal description of the Crossing Area.

The Crossing is being used for public purposes, and Licensee may not change the use of the Crossing without Licensor's prior written consent.

The Agreement shall continue in full force and effect until terminated in accordance with the Agreement.

Licensee on behalf of itself and its successors and assigns hereby terminates and releases any and all rights of access over the Crossing Area that were or could have been acquired through prescriptive or other implied rights.

Licensee may not assign the Agreement, or any interest therein to any purchaser, lessee or other holder of the Crossing or to any other person, without the written consent of Licensor. Subject to the foregoing, the Agreement is binding upon and inures to the benefit of the parties thereto, their respective heirs, executors, administrators, successors and assigns. Upon any transfer, conveyance or lease of all or any part of the Crossing, (i) Licensee shall immediately notify Licensor in writing thereof, and (ii) the Agreement and the terms and conditions of the Agreement shall be binding upon and inure to the benefit of the purchaser, transferee or lessee, and shall run with the Crossing. Upon such transfer, conveyance or lease, Licensee shall continue to be jointly and severally liable for the Licensee obligations and liabilities under the Agreement, whether or not Licensee owns the Crossing, unless and until (i) Licensee provides a duly executed assignment and assumption agreement to Licensor evidencing the purchaser's, transferee's or lessee's agreement to assume all obligations and liabilities of Licensee under the Agreement, and (ii) Licensor consents in writing to such assignment.

This Memorandum constitutes notice of the existence of the Agreement, the terms, covenants, and conditions of which are completely incorporated by reference herein to the same extent as if they had been set forth verbatim in this Memorandum.

EXECUTED this___ day of _____, 2020.

LICENSEE:

Willliamson County

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202 __ by _____.

Given under my hand and seal of office this ____ day of _____, 202__.

_____
Notary Public, State of Texas

My Commission Expires:_____

Commissioners Court - Regular Session **30.**

Meeting Date: 01/12/2021

2020 MS4 Annual Report

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the MS4 Stormwater Annual Report.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2020 MS4 Annual Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:25 AM
Form Started By: Vicky Edwards		Started On: 01/07/2021 10:08 AM
Final Approval Date: 01/07/2021		

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

A. General Information

Authorization Number: TXR040112

Reporting Year (year will be either 1, 2, 3, 4, or 5): 2

Annual Reporting Year Option Selected by MS4:

Calendar Year:

Permit Year:

Fiscal Year: Fiscal Last day of fiscal year: September 30, 2020

Reporting period beginning date: (month/date/year): October 1, 2019

Reporting period end date: (month/date/year): September 30, 2020

MS4 Operator Level: Two Name of MS4: Williamson County

Contact Name: Roger Hickman Telephone Number: 512-943-3345

Mailing Address: 3151 SE Inner Loop, Austin, TX 78731

E-mail Address: roger.hickman@wilco.org

A copy of the annual report was submitted to the TCEQ Region: YES

Region the annual report was submitted to: TCEQ Region 11

B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions: (TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	X		
Permittee is currently in compliance with recordkeeping and reporting requirements.	X		
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	X		
Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report	X		

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
1.0: Public Education, Outreach and Involvement	1.1: Community Education	**No.** Due to the COVID-19 outbreak, Williamson County was unable to provide a presentation to Georgetown High School. We are planning on providing a presentation in the spring of 2021.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	1.2: Garden & Lawn	**No.** Texas Master Garden Workshops are presented once a month. Due to the COVID-19 outbreak, the meetings have been online. The meeting are located at: https://txmg.org/williamson/
	1.3: Recycling & Household Waste	**Yes.** There was one Recycling and Household Hazardous Waste event on April 25, 2020. The second one was held on November 14, 2020. The event held on November 14 was outside of the fiscal year but due to COVID testing, the event has to be rescheduled.
	1.4: Pet Waste Program	**Yes.** Two pet waste stations have been installed at the Williamson County Regional Park.
	1.5: Public Notice	**No.** We completed the review for our MS4 Stormwater Management Plan update for FY 2020-2025 on February 12, 2020. We are still waiting for permission to publish our Public Notice from the TCEQ.
	1.6 Website	**No.** The 2014-2019 SWMP and 2019 MS4 Annual Report is available on the Williamson County Website. We are still waiting for permission form the TCEQ to publish the 2020-2025 SWMP.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
2.0: Illicit Discharge Detection and Elimination	2.1: MS4 Mapping	**Yes**. • A map has been developed of the MS4 system including the location of the following: MS4 receiving streams, Storm Water Outfalls, and Permit Coverage Area. • New outfalls and drainage structures have been identified during the review of development and construction plans and have been added to the MS4 system map (on-going program). • A method has been developed and implemented for updating the MS4 map with new drainage structures and outfalls (on-going program). • Procedures have been developed and implemented for identifying new outfalls found in the field while conducting the MS4 outfall screening programs. • Training has been conducted for MS4 screening personnel and plan review personnel on proper procedures for updating the MS4 map and outfall inventory (on-going program).
	2.2: Staff Training	Yes. • Roger Hickman and Austin Nelson have updated their Qualified Preparer of Stormwater Pollution Prevention Plans certifications. These employees have also attended the TCEQ MS4 Regional Stormwater Workshop in January 2020. • All MS4 inspectors attended a spill response plan training on March 19, 2019.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	2.3: Public Complaints	**Yes**. • A list of locally occurring non-storm water discharges that were observed by the public is maintained. • A hotline phone number for reporting of potential illicit discharges by the public has been established. The Williamson County Illicit Discharge Hotline (512-943-3330) is posted on the County's website. • Appropriate public education activities designed to inform the public of the hotline and types of potential discharges to report has been conducted (on-going program). • Internal procedures for receiving hotline phone calls has been developed. • Internal reporting forms to track reported discharges, investigation of public reports, and corrective actions associated with the elimination of illicit discharges reported by the public has been developed. • Investigations initiated by the public have been conducted if the reports are valid. All public reports received during the reporting year were investigated and documented.
	2.4: Field Screening Inlets	**Yes.** • Personnel have been trained in field techniques necessary for the identification of illicit discharges • A system has been put in place through the County's MS4 GIS Database to track locations of illicit discharges upon identification. • A schedule has been developed that allows for the screening of the entire MS4 system within the permit term. • Outfall screening efforts have been conducted according to the developed schedule. • Internal tracking and record keeping procedures have been developed and implemented for outfall screening results. • Records of outfall screening and investigations for each outfall and any elimination activities are maintained.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	2.5: Sewage Facility Discharges	**Yes**. • A list of locally occurring non-storm water discharges that were observed by the public is maintained. • A hotline phone number for reporting of potential illicit discharges by the public has been established. The Williamson County Illicit Discharge Hotline (512-943-3330) is posted on the County's website. • Appropriate public education activities designed to inform the public of the hotline and types of potential discharges to report has been conducted (on-going program). • Internal procedures for receiving hotline phone calls has been developed. • Internal reporting forms to track reported discharges, investigation of public reports, and corrective actions associated with the elimination of illicit discharges reported by the public has been developed. • Investigations initiated by the public have been conducted if the reports are valid. All public reports received during the reporting year were investigated and documented.
	2.6 High Priority Discharge Points	Yes • Staff has begun to enter all illegal dumping complaint points into the MS4 GIS database. • In 2022, the M4$ staff will review the data and determine of there are locations were dumping and illegal sediment discharge is regularly occurring.
	2.7 Spill Prevention	Yes • The Williamson County construction inspection team and other appropriate personnel are trained on hazardous materials and spill prevention and response. Every year, spill response training is provided to employees on the following topics: spill prevention methods, spill containment, emergency procedures, spill reporting, and hazardous substance inventory.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
3.0: Construction Site Runoff	3.1: Staff Training	**Yes.** • All Williamson County inspectors have been certified Qualified Inspectors of Stormwater. • All MS4 inspectors attended a spill response plan training on March 19, 2019.
	3.2: Construction Plan Review	**Yes** • Construction plans are reviewed and accepted by the Land Development Department. During the review process, the location of the construction site is verified to determine if it is within Wilco MS4 jurisdiction. The review of the erosion control plan is part of the land development review. This review is performed by a Qualified Preparer of Stormwater Compliance.
	3.3: Construction Inspection	**Yes.** • Qualifying construction sites are inspected using appropriate procedures and forms to ensure compliance with storm water regulations (on-going program). • Williamson County inspection personnel have been trained on construction storm water regulations and inspection procedures (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		• Voluntary on-site meetings are conducted as needed with owners and operators of local construction sites that are not in compliance with TCEQ construction storm water regulations. Letters of non-compliance are issued to owners and operators of local construction sites that do not voluntarily comply with TCEQ construction storm water regulations (on-going program).
4.0: Post-Construction Site Runoff	4.1: First Year After NOT	Yes • Within one year of the final NOT, Staff must visit the site twice. The first visit must be 6 months after the NOT has been submitted and the second must be after 1 year. Staff must review the site or subdivision plan for location of vegetated areas, channels, detention ponds, and discharge points.
	4.2: Long Term	Yes • After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program.
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.1: Williamson County Parks	Yes • Two pet waste stations were installed in Williamson County Regional Park.
	5.2: Landfill	Yes • The landfill was inspected in March 2020 and November 2020. During the inspection, we noted blown trash was being picked up on site and throughout the local area.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.3: Equipment Storage and Maintenance	Yes • The Williamson County equipment storage facility is responsible for housing all heavy construction equipment such as motorgrades, backhoes, gradalls, rollers and streetsweepers. The equipment storage facility is located at 3151 SE
	5.4: Fuel and Chemical Storage	Yes. Williamson County Inspects five fuel and chemical storage facilities yearly to check for leaks or spills. Location A: Central Maintenance Facility - unleaded, diesel and propane - 3151 SE Inner Loop, Georgetown, TX 78626 Location B: Florence Yard - unleaded, diesel and propane -1100 FM 970 Florence, Tx 76527 Location C: Granger Barn - unleaded, diesel and propane - 16350 FM 971 Granger, Tx 76530 Location D: Taylor Barn - unleaded, diesel and propane -104 Mississippi St Taylor, Tx 76574 Location E: Round Rock Annex – propane Only - 1801 East Old Settlers Blvd Round Rock, Tx 78664 Location F: Cedar Park Annex – propane Only - 350 Discovery Blvd Cedar Park, Tx 78613

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.5: County Buildings	Yes • Williamson County owns 62 properties/buildings, one of which is located within the MS4 jurisdiction at 175 CR 138 Hutto, Texas. This building is the Task Force Building and is used as office space for the Sheriff's Department. Williamson County contracts out landscaping and lawncare needs per yearly contract which is available upon request.
	5.6: Vehicle Storage & Maintenance	Yes • The Williamson County vehicle storage and maintenance yard is used to house county vehicles, trailers, tools and impounded cars. All county vehicles and heavy equipment are inspected and reported once a year to maintain engine performance and reduce unwanted leaks.
	5.7: Employee Communication	Yes • The Williamson County stormwater team meets monthly to discuss the program processes including the illicit discharge management program. Included in this group are members of the road maintenance crews and development review personnel. Information is then disseminated to other departments and employees as needed.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.8: County Road Projects	Yes • Williamson County contracts all major road, stormwater and building projects to third-party development contractors. All contractors and subcontractors must demonstrate training and competency with the TCEQ General Construction Permit's (TXR150000) requirements. The contractors must obtain approved SWPPPs from the TCEQ and hire independent environmental consulting services to inspect all best management practices for compliance with the approved SWPPPs.
	5.9: Routine Road Maintenance	Yes • Williamson County Road and Bridge Department performs maintenance activities such as leveling, re-paving, pothole repair, mowing, hydroseeding and culvert cleanout on portions of 1443 linear miles of roads. This work allows for regular maintenance of roads as well as maintenance of drainage systems.
6.0: Industrial Stormwater Sources		**No.** • Williamson County is a Level 2 small MS4 and as such is not required to implement this minimum control measure. Much of this information is included in MCM #5 (Pollution Prevention and Good Housekeeping for Municipal Operations) above.

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**):

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
1.1	Community Educations	PowerPoint Presentation	0	Presentations	**No.** Though this BMP does not result in a direct reduction of pollutants, increasing public awareness will eventually reduce pollutants.
1.2	Garden and Lawn Educations	Monthly Presentations	12	Monthly meetings and presentations	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
1.3	Recycling and Household Waste	Events	2	Events	**Yes.** This BMP results in the collection and redirection of recyclables. Many of these items may end up in the ditches since the landfill does not take substances such as paint, old gasoline or other chemicals.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
1.4	Pet Waste Program	Pet Waste Stations	2	Pet Waste Stations	**Yes.** Providing a method to reduce pet waste in the parks directly reduces the bacteria loads to the local watersheds.
1.5	Public Notice	Published Notice	0	Published Notice	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
1.6	County Stormwater Website	Stormwater Program Information	1766	Unique Website Visits	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
2.1	Maintain the MS4 map	Construction Plans	0	New Outfalls Identified	**No.** Though this BMP does not result in a direct reduction of pollutants, adding new outfalls to the MS4 map identifies additional locations to inspect.
2.2	Illicit Discharge Employee Training	Certified Stormwater Plan Preparer Training Course	2	2 employees received renewals	**No.** Though this BMP does not result in a direct reduction of pollutants, training of employees will allow identification and reporting illicit discharges. Action can then be taken to remove the pollutant and track the source.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
2.3	Public Complaints	Calls or email submissions to staff	283	Total Environmental Calls	**No.** Though this BMP does not result in a direct reduction of pollutants, public complaints will allow identification and reporting illicit discharges. Action can then be taken to remove the pollutant and track the source.
2.4	MS4 Outfall Screening	Appearance	52	Each	**Yes.** When illicit discharges are observed, immediate action can be taken to remove the pollutant and track the source. Results of screenings have demonstrated pollutants to be minimal.
2.5-2.7	Illicit Discharge Hotline	Total Environmental Calls New Illegal Dumping Cases Previous Illegal Dumping Cases	283 195 86	Each Each Each	**Yes.** When illegal dumping is reported by the public or observed during field inspections, immediate corrective action can be taken to remove the pollutant.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
		Corrective Action	256	Each	
3.2	Subdivision Construction Plan Review	Subdivision and Site Plan sets	141	Subdivision and Site Plan Reviews	**No.** Though this BMP does not result in a direct reduction of pollutants, subdivision plan reviews assures the inclusion of appropriate control measures and compliance with TCEQ regulations for storm water.
3.3	Subdivision Construction Site Inspection	Construction Sites	250	Construction Sites within the MS4 Area Inspected	**Yes.** When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant.
4.1	Post Construction Review	Post Closure Construction Sites under Warranty	0	Construction Sites within the MS4 Area Inspected	**Yes.** When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant.
5.1	Williamson County Parks	Pet Waste Stations	2	Installed Waste Stations	**Yes.** Providing a method to reduce pet waste in the parks directly reduces the bacteria loads to the local watersheds.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
5.2	Williamson County Landfill -	Inspections	2	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.3	Equipment Storage and Maintenance Facility Inspections	Inspections	12	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.4	Fuel and Chemical Storage Facilities	Inspections	5	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.5	County Buildings	Inspections	1	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
5.6	Vehicle Maintenance	Vehicle Service Records	1,190	Vehicles serviced	**Yes.** Inspections of all vehicles includes identifying the presence and remediation of any fluid leaks, which prevents the discharge of fluids into the stormwater system.
5.8	County Road Projects	Inspections	49	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.9	Routine Road and Right of Way Maintenance	Work Orders Performed	159	Culverts Cleaned, Ditches Cleaned	**Yes.** Maintaining the culverts and ditches will reduce the sediment loads to local creeks and rivers.

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions):**

5. MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
1.0: Public Education, Outreach and Involvement	1.1: Designed power point presentation	**Goal NOT Accomplished –** presentation was scheduled for April 2019 but canceled due to COVID. Will be rescheduled in Year 3.
	1.2: Monthly Meetings and Presentations	**Goal Accomplished** – 12 meetings were held in FY 20.
	1.3: Household Hazardous Waste Events.	**Goal Accomplished** – Two events held in Year 2.
	1.4: Pet Waste Stations	**Goal Accomplished** – Two stations installed in Year 2.
	1.5: Public Notice	**Goal Partially Accomplished** – The Williamson County SWMP was approved by the TCEQ in February. We are still waiting for a formal approval letter to publish the SWMP.

	1.6: County Stormwater Website.	**On-going program** - 1766 website visits.
2.0: Illicit Discharge Detection and Elimination	2.1: Maintain the MS4 map and Outfall Inventory	**On-going Program** – Zero new outfalls were added to the MS4 map during Year 2.
	2.2 Illicit Discharge Employee Training	**On-going Program** – two employees were recertified during Year 2.
	2.3 Public Complaints	**On-going Program** – 286 public complaints were received during Year 2. All were investigated.
	2.4: MS4 Outfall Screening	**On-going Program** – 54 outfalls were screened during Year 2.
	2.5 On-site Sewage Facility Discharges	**On-going Program** – 18 Public nuisance complaints were investigated in Year 2.
	2.6 High Priority Discharge Points	**On-going Program** – The program is collecting data to analyze in Year 3.
	2.7 Spill Prevention and Response Plan	**Goal Accomplished -** A spill response plan was developed and staff was trained in Year 2.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
3.0: Construction Site Runoff	3.1: Construction Inspection Procedures	**On-going Program** – Inspection forms and procedures were reviewed and revised to ensure compliance with TCEQ construction storm water regulations.
	3.2: Construction Plan Reviews	**On-going Program** – Construction plans for 72 subdivisions and 38 site plans were reviewed during Year 2
	3.3: Construction Site Inspection	**On-going Program** – Inspection of 250 construction sites were reviewed during Year 2. These include new subdivision construction and utility installations.
4.0 Post Construction Site Runoff	4.1 Post Warranty Construction Inspection	**Goal Accomplished -** Zero sites inspected since there are zero sites in the MS4 area.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.1: Williamson County Parks	**Goal Accomplished** – Two pet waste stations installed in Williamson County Regional Park.
	5.2: Williamson County Landfill	**Goal Accomplished -** Two inspections conducted for compliance with MS4 requirements.
	5.3 Equipment Storage and Maintenance Facility Inspections	**On-going Program** – Equipment is checked for leaks and maintained as needed.
	5.4 Fuel and Chemical Storage Facilities	**On-going Program** – Chemical storage areas are checked for leaks and maintained as needed.
	5.5 County Buildings	**On-going Program** –The single county building in the MS4 area is inspected every year for landscaping issues and trash
	5.6 Vehicle Maintenance	**On-going Program** – Vehicles are checked for leaks and maintained as needed.
	5.7 Employee Communication	**Goal Partially Accomplished** – Monthly meetings were being conducted until March 2020. Meetings

		were ceased due to COVID. Meetings have resumed in September 2020.
	5.8 County Road Projects	**On-going Program** – Monthly inspections of eleven new county road construction sites were performed during Year 2.
	5.9 Routine Road and Right of Way Maintenance	**On-going Program** – Culverts are cleaned out and ditch maintenance is performed on a regular basis as needed.

C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

Visual observations were conducted during outfall screenings. Outfalls were screened for odor, color, clarity, floatable, deposits or stains, vegetations conditions, structural conditions, biological condition. Also, water flow was estimated and logged for each outfall. Photographs were taken of outfall structures to compare their condition to previous years' inspection.

D. Impaired Waterbodies

Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment. TCEQ Surface Water Viewer. None, there are no new impaired water bodies.

1. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern. None, there are no streams with TMDL's in Williamson County.

2. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL. There are no streams in Williamson County listed with TMDL's

3. Report the benchmark identified by the MS4 and assessment activities:

Benchmark Parameter ***(Ex: Total Suspended Solids)***	**Benchmark Value**	**Description of additional sampling or other assessment activities**	**Year(s) conducted**
Not Applicable			

4. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

Benchmark Parameter	**Selected BMP**	**Contribution to achieving Benchmark**
Not Applicable		

6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	Comments/Discussion
Installed pet waste stations in Williamson County Parks.	The pet waste stations are designed to inform the public on the negative environmental effects of pet waste and provide an environmentally responsible method of disposal.
OSSF Enforcement	The On-Site Sewage Facility Department at Williamson County helps eliminate and prevent health hazards by regulating and properly planning the location, design, construction, installation, and operation of on-site sewage disposal systems. A maintenance plan is also required for aerobic systems to help prevent bacteria from entering local water sources such as wells, streams, aquifers, recharge zones and lakes.

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

For example, the MS4 may use the following benchmark indicators:

- number of sources identified or eliminated;
- number of illegal dumpings;
- increase in illegal dumping reported;
- number of educational opportunities conducted;
- reductions in sanitary sewer flows (SSOs); /or

- increase in illegal discharge detection through dry screening.

Benchmark Indicator	Description/Comments
Not applicable – we have no streams with TMDL's in Williamson County	

E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
MCM 1: Public Education, Outreach and Involvement	1.1 Community Education	Staff will present a stormwater quality presentation to Georgetown High School and attempt to find other audience for this presentation.	A significant aspect of a successful stormwater management program is keeping the community well informed. The Public Education, Outreach and Involvement minimum control measure consists of BMPs focused on the development of a comprehensive program to educate the public about the impacts that stormwater discharges have on local water bodies.
	1.2 Garden and Lawn Care	The County will choose a topic related to garden/lawn care education and post material such as brochures at county offices and local retail stores.	The County will acquire, create and support the production of public education and outreach materials focused on garden and lawn care education.
	1.3 Recycling and Household Hazardous Waste	The County will hold two recycling and household	Williamson County will operate a hazardous waste and recycling drop off center. The center will be open to the public and allow free hazardous waste disposal and

		hazardous waste disposal events.	recycling. The County will print and website media to advertise these events and provide locations for drop off centers four times throughout the year.
	1.4 Pet Waste	The County will install and maintain two additional pet waste disposal stations at a county parks.	The County will acquire, create and support the production of public education and outreach materials focused on proper disposal of pet waste. The County will work with the Parks Department to support the maintenance of pet waste disposal stations.
	1.5 Public Notice	The County will post the SWMP Notice of Intent public notice in three newspapers in the surrounding area to help educate the public.	This public announcement will be published in the Hill Country Sun.
	1.6 County Website	Continue to update Williamson County's Stormwater Management webpage with new or updated as-needed basis.	Williamson County maintains a website, https://www.wilco.org/Departments/Storm-Water-Management, for public communication regarding stormwater policies and information. The site contains the latest SWMP, any proposed changes to the SWMP, any Notice of Change submittals, general information on stormwater pollution and information on reporting illicit discharges.
MCM 2: Illicit Discharge	2.1 MS4 Mapping	Review entire MS4 map and ensure outfalls recently constructed are included in the map. Establish a new process to include outfalls in the map during the construction inspection process.	As adjacent cities annex land next to their city limits, from time to time it is found that an MS4 outfall no longer lies within Williamson County's jurisdictional area. Information regarding such outfalls is passed on to the appropriate MS4 Operator. Occasionally, outfalls are discovered that were not previously part of the inventory.

2.2 MS4 Training	Training will be provided for all personnel involved in on-site field screening of outfalls and construction site inspection.	The principal MS4 staff have been certified as Qualified Preparers of Storm Water Pollution Prevention Plans. Furthermore, members of the construction inspection staff have been certified as Qualified Compliance Inspectors of Stormwater. These certificates are valid for two years and then must be renewed. Staff will attend at least 4 hours of training per year to enhance their education and experience.
2.3 Public Complaints	Conduct 100% of illicit discharge investigation complaints. Document and archive 100% of the inspection results on a case by case basis by the end of each fiscal year.	Public complaints are submitted through the Illicit Discharge Hotline (512-943-3330). These complaints primarily consist of illegal dumping of trash and refuse. County workers will first investigate the complaint. If required, the site is to be cleaned up including removal of trash, sediment, and other pollutants. All complaints and work orders will be cataloged in the VUE works database. If a responsible party can be located, the case is to be referred to the constable based on the precinct.
2.4 Field Screening Inlets	Continue to screen 20% of the documented outfalls each year.	New outfalls will be identified throughout construction plan review and onsite inspections.
2.5 OSSF Discharges	Investigate all OSSF complaints by the end of the fiscal year. Maintain records of initial investigations, results, and enforcement activities.	Failing on-site sewage facilities may result in overland discharge. If a discharge is observed, it must be immediately reported to the OSSF group. Public complaints are received through the illicit discharge hotline (512-943-3330). When an OSSF complaint is received, staff has one business day to investigate and determine the appropriate response including issuing a violation notice.

	2.6 High Priority Discharges	Identify all discharge points within high priority areas based on complaints logged and proximity to impaired streams.	Staff determines high priority areas based on two criteria: 1. Proximity to impaired streams. 2. Significant number of complaints within a given time period.
	2.7 Spill Prevention and Response Plan	Identify new and existing staff who need additional training on spill response protocol and update the list of hazardous material found in the Williamson County Spill Prevention and Response Plan.	The Williamson County construction inspection team and other appropriate personnel are trained on hazardous materials and spill prevention and response. Every year, spill response training is provided to employees on the following topics: spill prevention methods, spill containment, emergency procedures, spill reporting, and hazardous substance inventory.
MCM 3: Construction Site Runoff	3.1 Construction Plan Review	Revise internal tracking and plan review procedures as appropriate to address the following issues: conformance to the latest TCEQ stormwater regulations, appropriate use of temporary erosion controls, and inclusion of any required local, state, and/or federal stormwater permit documents	Construction plans will first be reviewed and accepted by the Land Development Department. During the review process, the location of the construction site is verified to determine if it is within Wilco MS4 jurisdiction.
	3.2 Construction Site Inspection	Williamson County Staff will be responsible for inspecting all commercial, subdivision, road bond, and road	There are three types of construction activities inspected by Williamson County Stormwater Management: 1) commercial projects located within the MS4 jurisdiction, 2) road bond and road maintenance projects

		maintenance activities throughout all active phases of construction to ensure stormwater compliance is achieved.	located outside the city limits, and 3) subdivision developments located within the MS4.
MCM 4: Post Construction	4.1 First Year after Notice of Termination	Inspect all completed construction projects within the Williamson County MS4 jurisdiction twice a year. The first site visit must be within 6 months after the NOT was submitted. The second site visit must be after one year has passed since the NOT was submitted.	Within one year of the final NOT, Staff must visit the site twice. The first visit must be 6 months after the NOT has been submitted and the second must be after 1 year. Staff must review the site or subdivision plan for location of vegetated areas, channels, detention ponds, and discharge points.
	4.2 Long Term	After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program	After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program.
MCM 5: Pollution Prevention	5.1 Williamson County Parks	The County will install two pet waste disposal stations within a County park.	These sites are susceptible to erosion and sediment loss during construction, pesticide and herbicide pollution, and horse and pet waste pollution. Erosion and sedimentation will be controlled during construction as required by the site's SWPPP. Pet waste is contained in plastic manure bags and deposited in bins. Horse

			Manure is collected at stable facilities and placed in dumpsters.
	5.2 Williamson County Landfill	The County will inspect the landfill and recycling sites for compliance.	The landfill is located at 600 County Road 128, Hutto, TX 78634. Waste Management Inc. is under contract to manage the landfill. The landfill is permitted through the TCEQ under MSW 1405B. Per MSW 1405B, all leachate and contaminated surface water will be collected and managed per the leachate management plan. Interim sediment controls include berms, silt fences, temporary vegetation, mulch, hay bales, perimeter channels and sedimentation ponds. Permanent controls include sedimentation basins, drainage channels drainage terraces, and vegetated cover.
	5.3 Equipment Storage and Maintenance	Inspect equipment storage and maintenance facilities for inadequacies and compliance.	The Williamson County equipment storage facility is responsible for housing all heavy construction equipment such as motorgrades, backhoes, gradalls, rollers and streetsweepers. The equipment storage facility is located at 3151 SE Inner Loop Georgetown, TX 78626.
	5.4 Fuel and Chemical Storage	Inspect each fueling station and County records once per year for compliance with TCEQ petroleum storage tank requirements	Location A: Central Maintenance Facility - unleaded, diesel and propane - 3151 SE Inner Loop, Georgetown, TX 78626 Location B: Florence Yard - unleaded, diesel and propane -1100 FM 970 Florence, Tx 76527 Location C: Granger Barn - unleaded, diesel and propane - 16350 FM 971 Granger, Tx 76530

		Location D: Taylor Barn - unleaded, diesel and propane -104 Mississippi St Taylor, Tx 76574 Location E: Round Rock Annex – propane Only - 1801 East Old Settlers Blvd Round Rock, Tx 78664 Location F: Cedar Park Annex – propane Only - 350 Discovery Blvd Cedar Park, Tx 78613
5.5 County Buildings	Perform at least one post construction stormwater inspection at 175 CR 138 by the end of each fiscal year	Williamson County owns 62 properties/buildings, one of which is located within the MS4 jurisdiction at 175 CR 138 Hutto, Texas. This building is the Task Force Building and is used as office space for the Sheriff's Department. Williamson County contracts out landscaping and lawncare needs per yearly contract which is available upon request.
5.6 Vehicle Storage	Inspect 100% of county vehicles and document all inspections for reporting to TCEQ	The Williamson County vehicle storage and maintenance yard is used to house county vehicles, trailers, tools and impounded cars. All county vehicles and heavy equipment are inspected and reported once a year to maintain engine performance and reduce unwanted leaks.
5.7 County Employee Communication & Training	Meet with the stormwater team once a month to determine our stormwater needs and revise the stormwater program as necessary	The Williamson County stormwater team meets monthly to discuss the program processes including the illicit discharge management program. Included in this group are members of the road maintenance crews and development review personnel. Information is then disseminated to other departments and employees as needed.
5.8 County Road	Review and inspect all county road development projects within the MS4 at least once a month	Williamson County contracts all major road, stormwater and building projects to third-party development contractors. All contractors and subcontractors must demonstrate training and competency with the TCEQ

		General Construction Permit's (TXR150000) requirements. The contractors must obtain approved SWPPPs from the TCEQ and hire independent environmental consulting services to inspect all best management practices for compliance with the approved SWPPPs.
5.9 Routine Road Maintenance	County will review the right-of-way and road maintenance procedures to determine if additional measures can be taken to minimalize environmental impacts.	Williamson County Road and Bridge Department performs maintenance activities such as leveling, re-paving, pothole repair, mowing, hydroseeding and culvert cleanout on portions of 1443 linear miles of roads. This work allows for regular maintenance of roads as well as maintenance of drainage systems.

F. SWMP Modifications

1. The SWMP and MCM implementation procedures are reviewed each year.

__X__Yes___No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

____Yes_X__No

If "Yes," report on changes made to measurable goals and BMPs:

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
Not Applicable		

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.).

G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans.

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
Not Applicable			

H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

___ Yes _X_ No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed).

Name and Explanation: NA

2.a. Is the permittee part of a group sharing a SWMP with other entities?

___ Yes _X_ No

2.b. If "yes," is this a system-wide annual report including information for all permittees?

___ Yes _X_ No

If "Yes," list all associated authorization numbers, permittee names, and SWMP responsibilities of each member (add additional spaces or pages if needed):

Authorization Number: Not Applicable Permittee: Not Applicable

I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators): 0

2a. Does the permittee utilize the optional seventh MCM related to construction?

___ Yes _X_ No

2b. If "yes," then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	

Note: *Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.*

J. Certification

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): Bill Gravell Jr. Title: County Judge

Signature: _____ Date: _____

Name of MS4 Williamson County TXR040112

If you have questions on how to fill out this form or about the Stormwater Permitting program, please contact us at 512-239-4671.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-239-3282.

Commissioners Court - Regular Session **31.**

Meeting Date: 01/12/2021

OSSF Order

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve amendments to the Rules of Williamson County, Texas for On-Site Sewage Facilities and setting forth the amended rules in an Order Adopting First Amended Rules of Williamson County, Texas for On-Site Sewage Facilities.

Background

Title 30, Texas Administrative Code §285.10 sets forth that, after the required public meeting is held and the Williamson Commissioners Court approves an Order Adopting First Amended Rules of Williamson County, Texas for On-Site Sewage Facilities, the County must submit a copy of the following items to the TCEQ:

- the public notice as it appeared in the newspaper;
- a publisher's affidavit from the newspaper in which the public notice appeared;
- a certified copy of the minutes of the meeting when the order was adopted; and
- a certified copy of the order that was passed by the Williamson County Commissioners Court.

Upon receiving the information described above, the TCEQ Executive Director shall have 30 days to review the materials to ensure Williamson County has complied with the requirements of Texas Health and Safety Code Chapter 366 and Title 30, Texas Administrative Code §285.10. After the review has been completed and all the requirements have been met, the Executive Director will approve the adopted order and notify the County of same by mail. If the Executive Director determines during the review that the materials do not comply with the requirements of Texas Health and Safety Code Chapter 366 and Title 30, Texas Administrative Code §285.10, the Executive Director will issue a letter to the County detailing the deficiencies. The County's order shall be effective on the approval is issued by the Executive Director. Any appeal of the Executive Director's decision shall be done according to Title 30, Texas Administrative Code §50.39 (relating to Motion for Reconsideration).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Order

Certificate of County Clerk - First Amended OSSF Rules

Affidavit of Publisher to Publication of Legal Notice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 10:56 AM
Form Started By: Vicky Edwards		Started On: 01/07/2021 10:36 AM
Final Approval Date: 01/07/2021		

ORDER ADOPTING RULES OF WILLIAMSON COUNTY,
TEXAS FOR ON-SITE SEWAGE FACILITIES

PREAMBLE

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) has established Rules for on-site sewage facilities to provide the citizens of this State with adequate public health protection and a minimum of environmental pollution; and

WHEREAS, the Legislature has enacted legislation, codified as Texas Health and Safety Code (THSC), Chapter 366, which authorizes a local government to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of on-site sewage facilities; and

WHEREAS, due notice was given of a public meeting to determine whether the Commissioners Court of Williamson County, Texas should enact an order controlling or prohibiting the installation or use of on-site sewage facilities in the County of Williamson, Texas; and

WHEREAS, the Commissioners Court of Williamson County, Texas finds that the Edwards Aquifer is a vital source of drinking water for residents of Williamson County and the Edwards Aquifer has been identified as being susceptible to groundwater pollution; and

WHEREAS, the Commissioners Court of Williamson County, Texas finds that the use of on-site sewage facilities in Williamson County, Texas is causing or may cause pollution, and is injuring or may injure the public health; and

WHEREAS, the Commissioners Court of Williamson County, Texas has considered the matter and deems it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution, or injury to public health in Williamson County, Texas.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 1. THAT the matters and facts recited in the preamble hereof are hereby found and determined to be true and correct;

SECTION 2. THAT the use of on-site sewage facilities in Williamson County, Texas is causing or may cause pollution or is injuring or may injure the public health;

SECTION 3. THAT an Order for Williamson County, Texas entitled "Order Adopting Rules of Williamson County, Texas for On-Site Sewage Facilities", be adopted as follows:

SECTION 4. CONFLICTS.

This Order repeals and replaces any other On-Site Sewage Facility (OSSF) Order for Williamson County, Texas.

SECTION 5. ON-SITE SEWAGE FACILITY REGULATION AND ENFORCEMENT

The County of Williamson, Texas clearly understands that there are technical criteria, legal requirements, and administrative procedures and duties associated with regulating on-site sewage facilities and will fully enforce Chapter 366 of the THSC and Chapters 7 and 37 of the Texas Water Code (TWC), and associated rules referenced in Section 8 of this Order (the "Rules").

SECTION 6. AREA OF JURISDICTION.

The Rules shall apply to all the areas lying within Williamson County, Texas, except for areas regulated under an existing Order, Ordinance or Resolution.

SECTION 7. ON-SITE SEWAGE FACILITY RULES.

Any permit issued for an on-site sewage facility within the jurisdictional area of Williamson County, Texas must comply with the Rules adopted in Section 8 of this Order.

SECTION 8. ON-SITE SEWAGE FACILITY RULES ADOPTED.

The Rules, Title 30 Texas Administrative Code (TAC) Chapter 30, Subchapters A and G, and Chapter 285, promulgated by the TCEQ for on-site sewage facilities are hereby adopted, and all officials and employees of Williamson County, Texas having duties under said Rules are authorized to perform such duties as are required of them under said Rules.

SECTION 9. INCORPORATION BY REFERENCE.

The Rules, 30 TAC Chapter 30, Subchapters A and G, and Chapter 285 and all future amendments and revisions thereto are incorporated by reference and are thus made a part of these Rules.

SECTION 10. AMENDMENTS.

The County of Williamson, Texas wishing to adopt more stringent Rules for its OSSF Order understands that the more stringent local Rule shall take precedence over the corresponding TCEQ requirement. Listed below are the more stringent Rules adopted by Williamson County, Texas (the "County"):

(A) DEFINITIONS

1. Bedroom -A living area which has privacy by a door and has a built-in closet.

2. Kitchen – An area used for food preparation which has any of the following: a range, a full-size refrigerator or a dishwasher.

3. Living unit —A structure on a residential lot is considered a living unit if it can be used as a separate residence. This structure will include either a bathtub or shower and a kitchen. Independent living units, both attached or detached, will be classified as separate residences for design and density calculations.

(B) LICENSING OF ON-SITE SEWAGE FACILITIES

No person, except the person owning or having the right of possession and use of the parcel of land upon which a proposed OSSF is to be located, may apply for an OSSF permit to construct unless written authorization from such person is provided to the County.

1. The license application shall automatically expire if the OSSF is not completed within one year from the date of application. An application may be extended for up to one additional year from "authorization to construct" date with a written request before the expiration date and payment of the appropriate fee.

2. The County shall inspect the installation of the OSSF facility as deemed necessary for verification of compliance with these and State Rules.

3. Unless otherwise excepted upon issuance, the license shall be valid and continue in force until the license is canceled or revised and the license shall be transferable if the property is sold.

(C) REQUIREMENTS FOR NEWLY PLATTED OR UNPLATTED LOTS UTILIZING ON-SITE SEWAGE FACILITIES

After September 27, 1999, it shall be a violation for any person to create lots that will use, wholly or in part, On-Site Sewage Facilities without compliance in full with the requirements of the following:

1. Planning material must identify the source of the potable water for each lot and whether the potable water distribution system has been approved by TCEQ. Lots in which a private well is to be used must identify the proposed location of such well and show an area of one hundred (100) foot radius around the well in which no OSSF disposal unit may be located. A 150' radius is required for public water wells. This area shall be designated as a private well sanitary easement.

2. All tracts and lots in subdivisions utilizing an OSSF for wastewater disposal shall comply with the minimum size requirements of this subsection. In no case shall the minimum required lot size be smaller than that specified by the provisions of 30 TAC Section 285.

3. For properties where each lot maintains an individual water supply or is otherwise not served by a public water supply, each lot shall contain at least two (2) acres in surface area. This requirement includes single and multi-family residential lots, non-residential lots, and manufactured housing community lots. Each living unit of a multi-family residence, including duplexes, shall be considered a single-family residence for the purpose of determining lot size. Non-residential lots may require additional acreage depending on specific uses. The required minimum

acreage for manufactured housing communities shall equal the number of houses in the tract times the minimum lot size for each house.

4. For properties receiving potable water from a public water supply and an individual water supply is not present, each lot shall contain at least one (1) acre in surface area. This requirement includes single and multi-family residential lots, non-residential lots, and manufactured housing community lots. Each living unit of a multi-family residence, including duplexes, shall be considered a single-family residence for the purpose of determining lot size. Non-residential lots may require additional acreage depending on specific uses. The required minimum acreage for manufactured housing communities shall equal the number of houses in the tract times the minimum lot size for each house.

5. In calculating minimum lot sizes for compliance with these Rules, recognizable bed and banks of wet weather creeks, bodies of water and dedicated public road easements shall be excluded from the overall square footage of the lot and the remaining square footage of the lot shall be the sole basis for determining minimum lot size

6. A tract that has been subdivided without compliance with the Williamson County Subdivision regulations will be ineligible to obtain an authorization to construct an on-site sewage facility.

7. Variances to this section's lot sizing and density requirements will not be granted unless the subject property has been reduced in size due right-of-way acquisition of floodplain remapping. Properties platted before September 27, 1999 will follow minimum lot sizing standards specified in 30 TAC 285.4.

(D) SPECIAL RESTRICTIONS AND CONDITIONS

1. Lot Size: No OSSF may be licensed to serve a lot or tract created after September 27, 1999, if it fails to meet the minimum size requirements set out in Section 10. (D) 2. of these Rules. Facilities may be permitted, installed and licensed to operate on lots smaller than the minimum only if it met the lot sizing requirements in place at the time of the lot's creation, and it is demonstrated by a thorough investigation that an On-Site Sewage Facility can be operated without causing a threat of harm to an existing or proposed water supply system or to the public health, without the threat of pollution or nuisance conditions, and without violating any prescribed setback.

2. Field monitoring: For monitoring purposes in gravity flow systems, a threaded capped riser with cleanout equal to the size of the outlet pipe shall be provided on the outlet of the tank between the tank and the drainfield(s). Additional capped pipes shall be provided in the drainfield(s) to allow for easy monitoring of liquid depths.

3. Pump Tank: In order to provide reserve capacity in the pump tank in the event of

a pump failure, pump tanks shall be sized for one-day flow reserve above the alarm on level.

4. Electronic Monitoring: Surface irrigation systems, systems that use special treatment technologies for high strength waste and other systems that are required to meet secondary treatment shall have the option of utilizing electronic monitoring. Systems equipped with electronic monitoring systems that will notify the maintenance company of systems or components failure and will monitor the amount of disinfection will not be required to undergo routine inspections by the maintenance company more often than every 6 months. Systems not currently equipped with electronic monitoring systems shall be required to submit maintenance inspection reports at least once every 4 months.

5. Secondary Treatment Requirements: In addition to 30 TAC Chapter 285 requirements, surface irrigation systems and any other systems that are required to meet secondary quality effluent standards must comply with the requirements of these Rules.

   a. All surface application systems shall be required to have a secure audible and visible alarm for aeration malfunction or lack of disinfection.

   b. Surface irrigation shall be limited to spray application only.

   c. Irrigation shall not spray closer than twenty (20) feet to any property line. Irrigation shall not spray closer than ten (10) feet to any part of a residence or occupied place of business.

   d. Spray irrigation shall be conducted during nighttime hours (after midnight and before 5:00 AM), preferably just before sunrise.

   e. Surface application systems shall not be equipped with an automatic override for the dosing timer.

6. Maintenance Requirements: In order to provide greater public health and safety protection, the maintenance for all aerobic treatment units shall be performed by a TCEQ registered maintenance company unless:

   a. The homeowner is a TCEQ registered maintenance provider for his/her aerobic treatment unit; or

   b. The homeowner was trained by an installer or manufacturer according to the requirements of an Act of May 29, 2005, 79th Leg., R.S. , Ch. 1129 (H.B. 2510), Sec. 1, formerly codified at Texas Health and Safety Code §366.0515(h), repealed by an Act of May 25, 2007, 80th Leg., R.S., Ch. 892 (H.B. 2482), Sec. 3; or

c. On or after September 1, 2007, the homeowner/property owner receives specific on-site maintenance training for their aerobic treatment unit from either their installer or the manufacturer of the unit or has successfully completed the basic maintenance provider course conducted by a TCEQ approved training provider.

d. Homeowners so qualified and choosing to perform their own inspections must submit a County provided "contract form" to the County indicating that they will conduct the required maintenance and provide periodic inspection reports.

e. Homeowners failing to submit a completed "contract form", or required testing and timely reporting results, or falsifying the required documents, will be required to contract with a registered maintenance provider.

7. The required maintenance inspection and test report, conducted by the above prescribed qualified homeowner/property owner or the TCEQ registered maintenance company, which must be submitted to the permitting authority shall:

   a. Meet all inspection requirements as set by the order of the County and the TCEQ Rules, as well as, the inspection requirements outlined by the manufacturer for the brand being inspected; and]

   b. Address all inspection and testing requirements as set by the order of the County and the TCEQ Rules, as well as, the testing requirements as set out by the manufacturer for the brand being inspected.

   c. Report of the sludge levels in the pump tank and the condition of the spray area to be included on each required testing report specified by the Rules.

8. Permit Revocation: In the event that a system is creating a health nuisance or if system violations such as aeration malfunction or disinfection less than required are not repaired within ten (10) days, its license to operate will be cancelled. The system will not be re-licensed until the nuisance is abated or the system is brought back in compliance, a maintenance report is submitted indicating no violations, and the OSSF renewal fee is paid to the County.

9. License Transfer: A License Transfer Application shall be submitted to the County within thirty (30) days of transfer of the ownership of an OSSF that is required to meet secondary treatment and shall include the required transfer fee. A current maintenance inspection report and a copy of the current maintenance contract or, if qualified pursuant to Subsection 10.E.6 above, a homeowner's real estate purchase contract must accompany the License Transfer Application.

10. A climate controlled structure, which is separated from the main residence, does not have plumbing and is used for storage, exercise space, as

a workshop, office space, music space, artistic space, animal sheltering or similar is not considered a part of the single family living space structure for the purpose of wastewater flow design calculations.

11. License expiration: The license to operate OSSF systems required to meet secondary treatment shall be valid for two (2) years. At the end of two (2) years, if the system is receiving the required inspections, is properly operating and a valid maintenance contract or a homeowner's contract pursuant to Subsection 10.E.6 above is in effect, the license may be renewed upon payment of the renewal fee in accordance with a fee schedule adopted by the Commissioners Court.

12. A property owner is allowed to have two recreational vehicles or travel trailers on a lot with an on-site sewage facility that is licensed to operate for a residence. The recreational vehicles or travel trailers may not be connected to the residential on-site sewage facility and they may not be occupied as vacation rentals, temporary homes or domiciles. If a property has more than two recreational vehicles or travel trailers or the property contains more than two recreational vehicles or travel trailers that are being used as a vacation homes, a temporary homes or domiciles, then the property owner must obtain a commercial OSSF permit.

13. All commercial on-site sewage facility permit applications that include flows from manufactured homes, recreational vehicles, travel trailers or multifamily developments, must comply with the infrastructure requirements in the Williamson County Subdivision Order, the Williamson County Manufactured Home Order and the Emergency Services Department Regulations.

ECTION 11. DUTIES AND POWERS.

The OSSF Designated Representative (DR) (30 TAC § 285.2(17)) of Williamson County, Texas, must be certified by the TCEQ before assuming the duties and responsibilities.

SECTION 12. COLLECTION OF FEES.

All fees collected for permits and/or inspections shall be made payable to Williamson County, Texas. A fee of $10 will also be collected for each on-site sewage facility permit to be paid to the credit of the TCEQ Water Resources Management Account as required by the THSC, Chapter 367.

SECTION 13. APPEALS.

Persons aggrieved by an action or decision of the designated representative may appeal such action or decision to the Commissioners Court of Williamson County, Texas.

SECTION 14. ENFORCEMENT PLAN

The County of Williamson, Texas clearly understands that, at a minimum, it must follow

the requirements in 30 TAC § 285.71 Authorized Agent Enforcement of OSSFs.

This Order adopts and incorporates all applicable provisions related to on-site sewage facilities, which includes, but is not limited to, those found in Chapters 341, 343 and 366 of the THSC, Chapters 7, 26, and 37 of the TWC and 30 TAC Chapter 30, Subchapters A and G, and Chapter 285.

SECTION 15. SEVERABILITY

It is hereby declared to be the intention of the Commissioners Court of Williamson County, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this Order are severable, and if any phrase, clause, sentence, paragraph, or section of this Order should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Order, since the same would have been enacted by the Commissioners Court without incorporation in this Order of such unconstitutional phrases, clauses, sentences, paragraphs, or sections.

SECTION 16. RELINQUISHMENT OF ORDER

If the Commissioners Court of Williamson County, Texas decides that it no longer wishes to regulate on-site sewage facilities in its area of jurisdiction, the Commissioners Court, as the authorized agent, and the TCEQ shall follow the procedures outlined in 30 TAC § 285.10 (d) (1) through (4).

After relinquishing its OSSF authority, the authorized agent understands that it may be subject to charge-back fees in accordance with 30 TAC § 285.10 (d) (5) and §285.14 after the date that delegation has been relinquished.

SECTION 17. EFFECTIVE DATE.

This Order shall be in full force and effect from and after its date of approval as required by law and upon the approval of the TCEQ.

AND IT IS SO ORDERED:

PASSED AND APPROVED THIS_____DAY OF_____, 2017.

APPROVED:

(SEAL)

ATTEST:

COUNTY OF WILLIAMSON §
§
STATE OF TEXAS §

AFFIDAVIT

Before me, the undersigned authority, personally appeared who, being by me duly sworn, deposed as follows:

My name is Nancy E. Rister, I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

I am the custodian of the records of the County Clerk's Office for the County of Williamson, Texas. Attached hereto are _____ (_____) pages of records known as Order Adopting First Amended Rules of Williamson County, Texas for On-Site Sewage Facilities. The records are kept by me as County Clerk, County of Williamson, Texas, in the regular course of business with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The record attached hereto is the original or exact duplicate of the official record.

_____

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Nancy E. Rister, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20____.

(SEAL)

_____
Notary Public - State of Texas
My commission expires: _____

Affidavit of Publisher to Publication of Legal Notice

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
IN THE MATTER OF

Williamson County Judges
Virtual Public Meeting Order Adopting Rules of
Williamson County, Texas For On-Site Sewage Facilities

The Williamson County Sun/Sunday Sun, newspapers of general circulation, have been continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, Texas, preceding the date of the above-referenced notice. Said notice was published in said paper as follows:

First insertion 6th day of December, 2020
Second insertion_____day of December, 2020
Third insertion_____day of December, 2020
Fourth insertion_____day of December, 2020

Ellen Greeney
Newspaper Representative

Subscribed and sworn to before me, this
17th day of December, 2020.

Witness my hand and official seal.
Dawn Steele
Dawn Steele, Notary Public
My Commission Expires August 26, 2024

DAWN R. STEELE NOTARY PUBLIC STATE OF TEXAS ID 384195-3 08-26-2024

Notice
Virtual Public Meeting
Order Adopting Rules of
Williamson County, Texas
For On-Site Sewage Facilities

Williamson County is proposing the adoption of rules for on-site sewage facilities (OSSF) for Williamson County, Texas. This notice advises the public that the County will be conducting an online virtual public meeting on these rules. The virtual meeting will be held on Wednesday, December 9, 2020, at 5 p.m. To log onto the virtual public meeting, go to the following web address at the date and time indicated above: www.wilco.org/ossf. Project staff will give a presentation which will be a pre-recorded video and will include both audio and visual components. Please note the presentation will not be available on the website until the time and date listed above. Following the virtual public meeting, the presentation will remain available for viewing at the web address indicated above until Wednesday,
December 23, 2020, at 5 p.m. If you do not have internet access, you may call 512-943-3330 between the hours of 8 a.m. and 5 p.m., Monday through Friday, to ask questions and access materials. Formal comments may be provided by mail, email, or voicemail as explained
below.
The Texas Commission on Environmental Quality (TCEQ) has established rules for OSSF to provide the citizens of the state with adequate public health protection and a minimum of environmental pollution. The Texas Legislature, through the Texas Health and Safety Code, Chapter 366, authorizes local governments to regulate the use of on-site sewage facilities in its jurisdiction in order to abate or prevent pollution or injury to public health arising out of the use of such facilities. The Williamson County Commissioners Court finds that the Edwards Aquifer is a vital source of drinking water for its residents and is susceptible to groundwater pollution. It also finds the use of OSSF may cause pollution. Given these facts, the Williamson County Commissioners Court has deemed it appropriate to enact an Order adopting Rules regulating on-site sewage facilities to abate or prevent pollution or injury to public health in Williamson County.
The virtual public meeting outlining these rules for OSSF in Williamson County will be conducted in English. If you need an interpreter or document translator because English is not your primary language or you have difficulty communicating effectively in English, one will be provided to you. If you have a disability and need assistance, special arrangements can be made to accommodate most needs. If you need interpretation or translation services or you are a person with a disability who requires an accommodation to attend and participate in the virtual public meeting, please contact the Williamson County Public Information Office at 512-943-1195 no later than 4 p.m. CT, Friday, December 11, 2020. Please be aware that advance notice is required as some services and accommodations may require time for the County to arrange.
Written comments from the public regarding the proposed rules are request and may be submitted by email to
publicinformation@wilco.org or by mail to:
Williamson County Public Information Office
710 S. Main Street, Suite 101
Georgetown, TX 78626
Verbal comments may be submitted by leaving a voicemail at 512-943-1195. All comments must be received on or before Wednesday, December 23, 2020. Responses to comments received will be available online at www.wilco.org/OSSF once they have been prepared.
If you have any general questions or concerns regarding the proposed rules or the virtual meeting, please contact the Williamson County Public Involvement Team at 512-943-1195 or publicinformation@wilco.org.
The public meeting is a requirement of the Texas Commissioner on Environmental Quality (TCEQ) per their On-Site Sewage Facility Order adoption process as outlined in Title 30 TAC Chapter 285, Section 285.10 (b) (5)(A)-(D).

Commissioners Court - Regular Session **32.**

Meeting Date: 01/12/2021

Road Bond GEC Construction Management Inspection Services Contract Amendment No 2

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 2 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant– Construction Management/Inspection Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Road Bond GEC Contract Amendment No 2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/07/2021 11:52 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 01:21 PM
Form Started By: Vicky Edwards		Started On: 01/07/2021 11:44 AM
Final Approval Date: 01/07/2021		

DocuSign Envelope ID: FD9A8389-8D0B-483B-B40F-52E8957A96EC

HNTB Corporation
Engineers Architects Planners

701 Brazos
Suite 450
Austin, Texas 78701

Telephone (512) 447-5590
Facsimile (512) 447-5329
www.hntb.com

Pamela Navarrette
Assistant Financial Director
Williamson County Auditor
710 S. Main Street, Suite 301
Georgetown, TX 78626

December 14, 2020

Ms. Navarrette,

Per our Agreement, effective December 17, 2019, with Williamson County as the Road Bond Program General Engineering Consultant for Construction Management Services, HNTB respectfully requests to begin use of the new 2020 Rates presented in Exhibit C, attached hereto.

This request for rate adjustment is in accordance with the Agreement whereas the Consumer Price Index (CPI) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100) has substantially moved higher and the product of the variances of the CPIs results in a 1.2% increase from our 2019 Rates. This is further summarized with backup documentation included in Exhibit C.

We will begin applying the 2020 Rates on our next invoice to Williamson County. We sincerely value our long-standing relationship with Williamson County. Should there be any concerns with this request please do not hesitate to contact Christen Eschberger at 512-527-1768.

Best regards,

Richard L. Ridings, P.E.

Richard L. Ridings, P.E., RPLS
Senior Vice President, HNTB Companies

DocuSign Envelope ID: FD9A8389-8D0B-483B-B40F-52E8957A96EC

CONTRACT AMENDMENT NO. _2__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
(General Engineering Consultant (GEC) – Construction Management/Inspection Services)

THIS CONTRACT AMENDMENT NO. _2_ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **December 17, 2019** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit C of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit C of the Contract are hereby amended as shown in the attached revised Exhibit C.

All other terms of the Contract are unchanged and will remain in full force and effect.

DocuSign Envelope ID: FD9A8389-8D0B-483B-B40F-52E8957A96EC

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: DocuSigned by: Michelle Dippel DA5206102E25426...	By: _____
Signature	Signature
Michelle R. Dippel	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
1/7/2021	_____
Date	Date

DocuSign Envelope ID: FD9A8389-8D0B-483B-B40F-52E8957A96EC

HNTB

EXHIBIT C

RATE SCHEDULE

Classification	2019 Billing Rate	2019 Premuim OT Billing Rate	2020 Billing Rate	2020 Premuim OT Billing Rate
Principal	$360		$364	
Sr. Financial Advisor	$340		$344	
Sr. Project Advisor	$325		$329	
Project Advisor	$284		$287	
Sr. Project Manager	$274		$277	
Project Manager	$222		$225	
Deputy Project Manager	$200		$202	
Sr. Engineer	$200		$202	
Project Engineer	$170		$172	
Design Engineer	$134		$136	
EIT	$110		$111	
Sr. CADD Technician	$160		$162	
CADD Technician	$80		$81	
Principal Planner	$248		$251	
Sr. Environmental Specialist	$245		$248	
Environmental Specialist	$198		$200	
Sr. Environmental Planner	$155		$157	
Environmental Planner	$115		$116	
Sr. GIS Analyst	$174		$176	
GIS Analyst	$120		$121	
Sr. Public Involvement Representative	$117		$118	
Public Involvement Representative	$100		$101	
Sr. Urban Planner	$196		$198	
Urban Planner	$112		$113	
Sr. ROW Agent	$188		$190	
ROW Agent	$144		$146	
Sr. Construction Manager	$188		$190	
Construction Manager	$165		$167	
Sr. Construction Representative	$155	$182	$157	$184
Construction Representative III	$135	$158	$137	$160
Construction Representative II	$125	$147	$127	$149
Construction Representative	$90	$106	$91	$107
Sr. Developer	$172		$174	
Developer II	$150		$152	
Developer	$112		$113	
Sr. Business Manager	$198		$200	
Business Manager	$150		$152	
Sr. Project Analyst	$140		$142	
Project Analyst	$96		$97	
Quality Manager	$160		$162	
Sr. Project Controls	$144		$146	
Project Controls	$90		$91	
Sr. Scheduler	$200		$202	
Scheduler	$158		$160	
Administrative Assistant	$76		$77	
Intern	$75		$76	

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Summary of Changes to CPI

Month	**Year**	**CPI**
Nov	2019	247.385
Nov	2020	250.255
Variance		2.87
% Variance (escalation)		**1.2%**

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BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

CONSUMER PRICE INDEX

November 2020

SOUTHEAST INFORMATION OFFICE • Atlanta, Ga. • 404-893-4222 • bls.gov/regions/southeast

For release: Thursday, December 10, 2020

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Nov 19 to Nov 20	Oct 20 to Nov 20		Nov 19 to Nov 20	Oct 20 to Nov 20
U.S. City Average[1]						
All items (1982-84=100)	260.229	1.2	-0.1	253.826	1.3	-0.1
All items (1967=100)	779.531	-	-	756.071	-	-
Food and beverages	268.539	3.7	-0.2	267.651	3.8	-0.3
Housing	273.290	2.0	0.1	269.743	2.2	0.1
Apparel	116.602	-5.2	-2.2	116.694	-4.9	-1.7
Transportation	202.828	-3.3	-0.1	202.340	-3.2	-0.4
Medical care	519.848	2.4	-0.2	527.938	2.8	-0.2
Recreation[2]	123.016	1.3	0.4	117.540	1.2	0.3
Education & communication[2]	141.534	1.9	0.0	129.361	2.3	0.0
Other goods and services	464.211	1.7	0.1	510.816	2.0	0.1
South[1]						
All items (1982-84=100)	250.255	1.2	-0.1	245.421	1.2	-0.2
All items (1977=100)	405.948	-	-	397.487	-	-
Food and beverages	264.708	3.5	-0.2	263.510	3.6	-0.2
Housing	251.126	2.0	0.0	251.491	2.1	0.0
Apparel	124.596	-6.7	-1.3	123.423	-6.2	-0.8
Transportation	202.005	-2.7	-0.3	198.890	-3.0	-0.6
Medical care	490.370	2.4	-0.1	501.851	2.6	-0.1
Recreation[2]	122.364	0.5	-0.5	117.523	0.7	-0.5
Education & communication[2]	136.393	2.1	0.3	122.024	2.5	0.3
Other goods and services	446.410	2.8	0.2	485.331	2.8	0.0

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Nov 19 to Nov 20	Sep 20 to Nov 20		Nov 19 to Nov 20	Sep 20 to Nov 20
Tampa-St. Petersburg-Clearwater[3]						
All items (1987=100)	236.989	3.2	0.1	232.911	2.8	-0.1
Food and beverages	248.597	7.1	0.1	250.728	6.9	-0.2
Housing	244.368	4.0	0.4	244.468	4.0	0.4
Apparel	125.149	-6.1	0.8	112.400	-3.7	-0.6
Transportation	198.284	-1.4	0.3	212.685	-2.3	-0.6
Medical care	438.491	7.8	0.8	452.807	8.8	0.8
Recreation[2]	122.744	-0.4	-3.5	120.012	1.0	-2.6
Education & communication[2]	133.054	-0.4	-1.0	119.494	-0.1	-0.6
Other goods and services	303.175	-0.6	-0.3	320.369	-1.7	-0.3

[1]Indexes on a 1982-84=100 base, unless otherwise noted.
[2]Indexes on a December 1997=100 base.
[3]Indexes on a 1987=100 base, unless otherwise noted.
- Data not available.
*Full survey for Tampa-St. Petersburg-Clearwater is compiled every two months and is published for January, March, May, July, September, and November.

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BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

CONSUMER PRICE INDEX

November 2019

SOUTHEAST INFORMATION OFFICE • Atlanta, GA • 404-893-4222 • bls.gov/regions/southeast

For release: Wednesday, December 11, 2019

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Nov. 18 to Nov. 19	Oct. 19 to Nov. 19		Nov. 18 to Nov. 19	Oct. 19 to Nov. 19
U.S. City Average[1]						
All items (1982-84=100)	257.208	2.1	-0.1	250.644	1.9	-0.1
All items (1967=100)	770.482	-	-	746.592	-	-
Food and beverages	259.080	1.9	-0.1	257.791	1.8	-0.1
Housing	267.925	2.9	0.0	263.944	2.8	0.1
Apparel	122.986	-1.6	-2.5	122.663	-1.7	-2.7
Transportation	209.763	-0.1	-0.3	209.057	-0.2	-0.4
Medical care	507.541	4.2	0.3	513.609	4.6	0.3
Recreation[2]	121.381	1.9	0.3	116.121	1.6	0.2
Education & communication[2]	138.920	1.4	0.3	126.506	1.2	0.3
Other goods and services	456.262	2.4	0.2	500.796	2.9	0.3
South[1]						
All items (1982-84=100)	247.385	1.6	0.0	242.614	1.4	-0.1
All items (1977=100)	401.294	-	-	392.941	-	-
Food and beverages	255.776	1.6	-0.2	254.444	1.6	-0.2
Housing	246.137	2.7	0.0	246.288	2.6	0.0
Apparel	133.525	-0.9	0.4	131.599	-1.4	-0.1
Transportation	207.692	-1.0	-0.5	204.986	-1.2	-0.5
Medical care	478.888	3.2	0.5	488.931	3.6	0.5
Recreation[2]	121.814	2.3	0.3	116.738	2.1	0.0
Education & communication[2]	133.564	0.8	0.1	119.023	0.4	0.1
Other goods and services	434.117	1.2	-0.1	472.035	1.9	0.1

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Nov. 18 to Nov. 19	Sep. 19 to Nov. 19		Nov. 18 to Nov. 19	Sep. 19 to Nov. 19
Tampa-St. Petersburg-Clearwater[3]						
All items (1987=100)	229.740	2.0	0.2	226.518	1.3	0.0
Food and beverages	232.029	2.1	-0.4	234.449	2.0	-0.2
Housing	234.893	3.7	0.5	235.161	3.4	0.5
Apparel	133.286	-11.6	-12.6	116.678	-10.4	-9.4
Transportation	201.157	0.4	0.4	217.765	0.0	-0.1
Medical care	406.881	4.1	1.8	416.022	4.4	1.9
Recreation[2]	123.280	1.9	1.2	118.864	1.1	0.8
Education & communication[2]	133.627	-2.0	0.7	119.636	-3.5	0.8
Other goods and services	304.852	2.1	2.6	325.958	2.1	2.5

[1]Indexes on a 1982-84=100 base, unless otherwise noted.
[2]Indexes on a December 1997=100 base.
[3]Indexes on a 1987=100 base, unless otherwise noted.
- Data not available.
*Full survey for Tampa-St. Petersburg-Clearwater is compiled every two months and is published for January, March, May, July, September, and November.

Commissioners Court - Regular Session **33.**

Meeting Date: 01/12/2021

Road and Bridge GEC Construction Management Inspection Services Contract Amendment No 2

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 2 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

Background

This contract amendment adjusts the rate schedule to align with the change in the Consumer Price Index (CPI) in accordance with the Agreement. The adjustment results in a 1.2% increase in the labor rates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Road and Bridge GEC Contract Amendment No 2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/07/2021 11:59 AM
County Judge Exec Asst.	Andrea Schiele	01/07/2021 01:21 PM
Form Started By: Vicky Edwards		Started On: 01/07/2021 11:49 AM
Final Approval Date: 01/07/2021		

DocuSign Envelope ID: FD9A8389-8D0B-483B-B40F-52E8957A96EC

HNTB Corporation
Engineers Architects Planners

701 Brazos
Suite 450
Austin, Texas 78701

Telephone (512) 447-5590
Facsimile (512) 447-5329
www.hntb.com

Pamela Navarrette
Assistant Financial Director
Williamson County Auditor
710 S. Main Street, Suite 301
Georgetown, TX 78626

December 14, 2020

Ms. Navarrette,

Per our Agreement, effective December 17, 2019, with Williamson County as the Road and Bridge Department Projects General Engineering Consultant for Construction Management Services, HNTB respectfully requests to begin use of the new 2020 Rates presented in Exhibit C, attached hereto.

This request for rate adjustment is in accordance with the Agreement whereas the Consumer Price Index (CPI) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100) has substantially moved higher and the product of the variances of the CPIs results in a 1.2% increase from our 2019 Rates. This is further summarized with backup documentation included in Exhibit C.

We will begin applying the 2020 Rates on our next invoice to Williamson County. We sincerely value our long-standing relationship with Williamson County. Should there be any concerns with this request please do not hesitate to contact Christen Eschberger at 512-527-1768.

Best regards,

Richard L. Ridings, P.E.

Richard L. Ridings, P.E., RPLS
Senior Vice President, HNTB Companies

DocuSign Envelope ID: FD9A8389-8D0B-483B-B40F-52E8957A96EC

CONTRACT AMENDMENT NO. _2__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
(General Engineering Consultant (GEC) – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects)

THIS CONTRACT AMENDMENT NO. **_2_** to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **_HNTB Corporation** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **_December 17, 2019** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit C of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit C of the Contract are hereby amended as shown in the attached revised Exhibit C.

All other terms of the Contract are unchanged and will remain in full force and effect.

DocuSign Envelope ID: FD9A8389-8D0B-483B-B40F-52E8957A96EC

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: DocuSigned by: Michelle Dippel DA520610252542...	By: _____
Signature	Signature
Michelle R. Dippel	_____
Printed Name	Printed Name
Senior Vice President	_____
Title	Title
1/7/2021	_____
Date	Date

DocuSign Envelope ID: FD9A8389-8D0B-483B-B40F-52E8957A96EC

HNTB

EXHIBIT C

RATE SCHEDULE

Classification	2019 Billing Rate	2019 Premuim OT Billing Rate	2020 Billing Rate	2020 Premuim OT Billing Rate
Principal	$360		$364	
Sr. Financial Advisor	$340		$344	
Sr. Project Advisor	$325		$329	
Project Advisor	$284		$287	
Sr. Project Manager	$274		$277	
Project Manager	$222		$225	
Deputy Project Manager	$200		$202	
Sr. Engineer	$200		$202	
Project Engineer	$170		$172	
Design Engineer	$134		$136	
EIT	$110		$111	
Sr. CADD Technician	$160		$162	
CADD Technician	$80		$81	
Principal Planner	$248		$251	
Sr. Environmental Specialist	$245		$248	
Environmental Specialist	$198		$200	
Sr. Environmental Planner	$155		$157	
Environmental Planner	$115		$116	
Sr. GIS Analyst	$174		$176	
GIS Analyst	$120		$121	
Sr. Public Involvement Representative	$117		$118	
Public Involvement Representative	$100		$101	
Sr. Urban Planner	$196		$198	
Urban Planner	$112		$113	
Sr. ROW Agent	$188		$190	
ROW Agent	$144		$146	
Sr. Construction Manager	$188		$190	
Construction Manager	$165		$167	
Sr. Construction Representative	$155	$182	$157	$184
Construction Representative III	$135	$158	$137	$160
Construction Representative II	$125	$147	$127	$149
Construction Representative	$90	$106	$91	$107
Sr. Developer	$172		$174	
Developer II	$150		$152	
Developer	$112		$113	
Sr. Business Manager	$198		$200	
Business Manager	$150		$152	
Sr. Project Analyst	$140		$142	
Project Analyst	$96		$97	
Quality Manager	$160		$162	
Sr. Project Controls	$144		$146	
Project Controls	$90		$91	
Sr. Scheduler	$200		$202	
Scheduler	$158		$160	
Administrative Assistant	$76		$77	
Intern	$75		$76	

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Summary of Changes to CPI

Month	**Year**	**CPI**
Nov	2019	247.385
Nov	2020	250.255
Variance		2.87
% Variance (escalation)		**1.2%**

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BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

CONSUMER PRICE INDEX

November 2020

SOUTHEAST INFORMATION OFFICE • Atlanta, Ga. • 404-893-4222 • bls.gov/regions/southeast

For release: Thursday, December 10, 2020

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Nov 19 to Nov 20	Oct 20 to Nov 20		Nov 19 to Nov 20	Oct 20 to Nov 20
U.S. City Average[1]						
All items (1982-84=100)	260.229	1.2	-0.1	253.826	1.3	-0.1
All items (1967=100)	779.531	-	-	756.071	-	-
Food and beverages	268.539	3.7	-0.2	267.651	3.8	-0.3
Housing	273.290	2.0	0.1	269.743	2.2	0.1
Apparel	116.602	-5.2	-2.2	116.694	-4.9	-1.7
Transportation	202.828	-3.3	-0.1	202.340	-3.2	-0.4
Medical care	519.848	2.4	-0.2	527.938	2.8	-0.2
Recreation[2]	123.016	1.3	0.4	117.540	1.2	0.3
Education & communication[2]	141.534	1.9	0.0	129.361	2.3	0.0
Other goods and services	464.211	1.7	0.1	510.816	2.0	0.1
South[1]						
All items (1982-84=100)	250.255	1.2	-0.1	245.421	1.2	-0.2
All items (1977=100)	405.948	-	-	397.487	-	-
Food and beverages	264.708	3.5	-0.2	263.510	3.6	-0.2
Housing	251.126	2.0	0.0	251.491	2.1	0.0
Apparel	124.596	-6.7	-1.3	123.423	-6.2	-0.8
Transportation	202.005	-2.7	-0.3	198.890	-3.0	-0.6
Medical care	490.370	2.4	-0.1	501.851	2.6	-0.1
Recreation[2]	122.364	0.5	-0.5	117.523	0.7	-0.5
Education & communication[2]	136.393	2.1	0.3	122.024	2.5	0.3
Other goods and services	446.410	2.8	0.2	485.331	2.8	0.0

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Nov 19 to Nov 20	Sep 20 to Nov 20		Nov 19 to Nov 20	Sep 20 to Nov 20
Tampa-St. Petersburg-Clearwater[3]						
All items (1987=100)	236.989	3.2	0.1	232.911	2.8	-0.1
Food and beverages	248.597	7.1	0.1	250.728	6.9	-0.2
Housing	244.368	4.0	0.4	244.468	4.0	0.4
Apparel	125.149	-6.1	0.8	112.400	-3.7	-0.6
Transportation	198.284	-1.4	0.3	212.685	-2.3	-0.6
Medical care	438.491	7.8	0.8	452.807	8.8	0.8
Recreation[2]	122.744	-0.4	-3.5	120.012	1.0	-2.6
Education & communication[2]	133.054	-0.4	-1.0	119.494	-0.1	-0.6
Other goods and services	303.175	-0.6	-0.3	320.369	-1.7	-0.3

[1]Indexes on a 1982-84=100 base, unless otherwise noted.
[2]Indexes on a December 1997=100 base.
[3]Indexes on a 1987=100 base, unless otherwise noted.
- Data not available.
*Full survey for Tampa-St. Petersburg-Clearwater is compiled every two months and is published for January, March, May, July, September, and November.

DocuSign Envelope ID: FD9A8389-8D0B-483B-B40F-52E8957A96EC

BLS
BUREAU OF LABOR STATISTICS
U.S. DEPARTMENT OF LABOR

CONSUMER PRICE INDEX

November 2019

SOUTHEAST INFORMATION OFFICE • Atlanta, GA • 404-893-4222 • bls.gov/regions/southeast

For release: Wednesday, December 11, 2019

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Nov. 18 to Nov. 19	Oct. 19 to Nov. 19		Nov. 18 to Nov. 19	Oct. 19 to Nov. 19
U.S. City Average[1]						
All items (1982-84=100)	257.208	2.1	-0.1	250.644	1.9	-0.1
All items (1967=100)	770.482	-	-	746.592	-	-
Food and beverages	259.080	1.9	-0.1	257.791	1.8	-0.1
Housing	267.925	2.9	0.0	263.944	2.8	0.1
Apparel	122.986	-1.6	-2.5	122.663	-1.7	-2.7
Transportation	209.763	-0.1	-0.3	209.057	-0.2	-0.4
Medical care	507.541	4.2	0.3	513.609	4.6	0.3
Recreation[2]	121.381	1.9	0.3	116.121	1.6	0.2
Education & communication[2]	138.920	1.4	0.3	126.506	1.2	0.3
Other goods and services	456.262	2.4	0.2	500.796	2.9	0.3
South[1]						
All items (1982-84=100)	247.385	1.6	0.0	242.614	1.4	-0.1
All items (1977=100)	401.294	-	-	392.941	-	-
Food and beverages	255.776	1.6	-0.2	254.444	1.6	-0.2
Housing	246.137	2.7	0.0	246.288	2.6	0.0
Apparel	133.525	-0.9	0.4	131.599	-1.4	-0.1
Transportation	207.692	-1.0	-0.5	204.986	-1.2	-0.5
Medical care	478.888	3.2	0.5	488.931	3.6	0.5
Recreation[2]	121.814	2.3	0.3	116.738	2.1	0.0
Education & communication[2]	133.564	0.8	0.1	119.023	0.4	0.1
Other goods and services	434.117	1.2	-0.1	472.035	1.9	0.1

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Nov. 18 to Nov. 19	Sep. 19 to Nov. 19		Nov. 18 to Nov. 19	Sep. 19 to Nov. 19
Tampa-St. Petersburg-Clearwater[3]						
All items (1987=100)	229.740	2.0	0.2	226.518	1.3	0.0
Food and beverages	232.029	2.1	-0.4	234.449	2.0	-0.2
Housing	234.893	3.7	0.5	235.161	3.4	0.5
Apparel	133.286	-11.6	-12.6	116.678	-10.4	-9.4
Transportation	201.157	0.4	0.4	217.765	0.0	-0.1
Medical care	406.881	4.1	1.8	416.022	4.4	1.9
Recreation[2]	123.280	1.9	1.2	118.864	1.1	0.8
Education & communication[2]	133.627	-2.0	0.7	119.636	-3.5	0.8
Other goods and services	304.852	2.1	2.6	325.958	2.1	2.5

[1]Indexes on a 1982-84=100 base, unless otherwise noted.
[2]Indexes on a December 1997=100 base.
[3]Indexes on a 1987=100 base, unless otherwise noted.
- Data not available.
*Full survey for Tampa-St. Petersburg-Clearwater is compiled every two months and is published for January, March, May, July, September, and November.

Commissioners Court - Regular Session **34.**

Meeting Date: 01/12/2021

Final plat for the Star Ranch NE subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Star Ranch NE subdivision – Precinct 4.

Background

This subdivision consists of 1 lot and no new public roads.

Timeline

2020-05-28 – initial submittal of the final plat
2020-06-22 – 1st review complete with comments
2020-06-24 – 2nd submittal of final plat
2020-07-08 – 2nd review complete with comments
2020-07-21 – 3rd submittal of final plat
2020-07-29 – 3rd review complete with comments clear
2020-12-17 – approval of the final plat by City of Pflugerville
2021-01-04 – final plat received with signatures
2021-01-07 – final plat placed on January 12, 2021 Commissioners Court agenda for consideration

Fiscal Impact

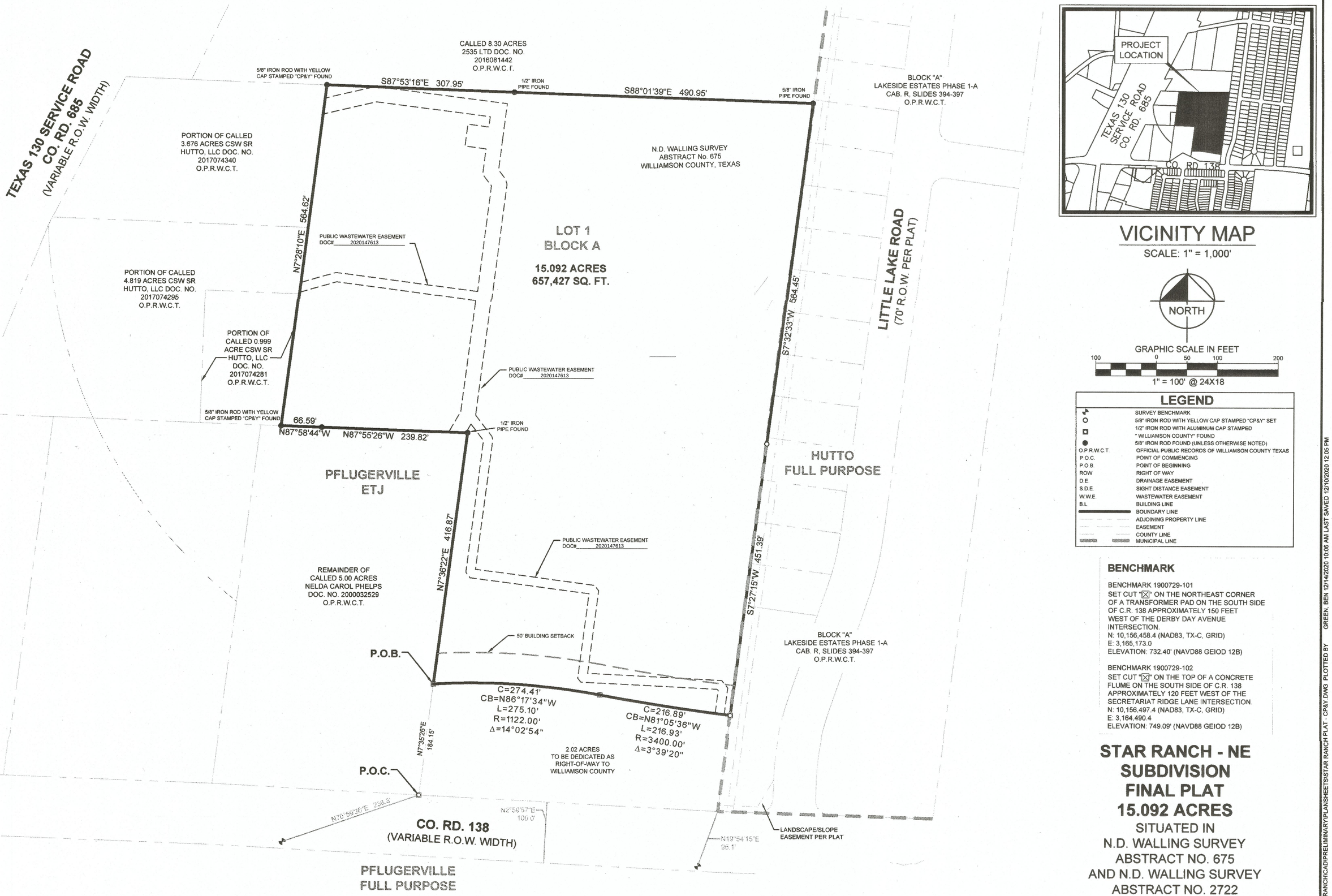
From/To	Acct No.	Description	Amount

Attachments

final plat - Star Ranch NE

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 12:01 PM
Form Started By: Adam Boatright		Started On: 01/07/2021 09:37 AM
Final Approval Date: 01/07/2021		



VICINITY MAP

SCALE: 1" = 1,000'

NORTH

GRAPHIC SCALE IN FEET

100 0 50 100 200

1" = 100' @ 24X18

LEGEND

	SURVEY BENCHMARK
○	5/8" IRON ROD WITH YELLOW CAP STAMPED "CP&Y" SET
□	1/2" IRON ROD WITH ALUMINUM CAP STAMPED " WILLIAMSON COUNTY" FOUND
●	5/8" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
ROW	RIGHT OF WAY
D.E.	DRAINAGE EASEMENT
S.D.E.	SIGHT DISTANCE EASEMENT
W.W.E.	WASTEWATER EASEMENT
B.L.	BUILDING LINE
	BOUNDARY LINE
	ADJOINING PROPERTY LINE
	EASEMENT
	COUNTY LINE
	MUNICIPAL LINE

BENCHMARK

BENCHMARK 1900729-101
SET CUT "☒" ON THE NORTHEAST CORNER OF A TRANSFORMER PAD ON THE SOUTH SIDE OF C.R. 138 APPROXIMATELY 150 FEET WEST OF THE DERBY DAY AVENUE INTERSECTION.
N: 10,156,458.4 (NAD83, TX-C, GRID)
E: 3,165,173.0
ELEVATION: 732.40' (NAVD88 GEIOD 12B)

BENCHMARK 1900729-102
SET CUT "☒" ON THE TOP OF A CONCRETE FLUME ON THE SOUTH SIDE OF C.R. 138 APPROXIMATELY 120 FEET WEST OF THE SECRETARIAT RIDGE LANE INTERSECTION.
N: 10,156,497.4 (NAD83, TX-C, GRID)
E: 3,164,490.4
ELEVATION: 749.09' (NAVD88 GEIOD 12B)

STAR RANCH - NE SUBDIVISION FINAL PLAT 15.092 ACRES

SITUATED IN
N.D. WALLING SURVEY
ABSTRACT NO. 675
AND N.D. WALLING SURVEY
ABSTRACT NO. 2722
CITY OF PFLUGERVILLE,
WILLIAMSON COUNTY, TEXAS

GENERAL INFORMATION:

TOTAL ACREAGE	15.092 ACRES
NUMBER OF MULTIFAMILY LOTS	1
TOTAL NUMBER OF LOTS	1
TOTAL NUMBER OF BLOCKS	1

OWNER/DEVELOPER:
PROSE STAR RANCH VENTURE, LP,
A DELAWARE LIMITED PARTNERSHIP
2525 E. CAMELBACK ROAD
SUITE 500
PHOENIX, AZ 85016
CONTACT: JEFFREY DILTZ

SURVEYOR:
CP&Y, INC.
LAND SURVEYOR NO. 5004
ONE CHISHOLM TRAIL, SUITE 130
ROUND ROCK, TEXAS 78681
TBPLS FIRM NO. 10194125
PH: (512) 248-0065
CONTACT: DANIEL FLAHERTY, R.P.L.S.

CIVIL ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD, AVALLON IV,
SUITE 300
AUSTIN, TEXAS 78759
TBPE FIRM REGISTRATION NO. F-928
PH: (737) 202-3202 FAX: (512) 418-1791
CONTACT: BENJAMIN L. GREEN, P.E.

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Kimley»Horn

601 NW Loop 410, Suite 350
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	ORB	JGM	APRIL 2020	067548013	1 OF 2

DWG NAME: K:\SAU_CIVIL\067548013 STAR RANCH\CAD\PRELIMINARY\PLANSHEETS\STAR RANCH PLAT - CP&Y.DWG PLOTTED BY: GREEN, BEN 12/14/2020 10:08 AM LAST SAVED 12/10/2020 12:05 PM

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, Venture, LP, sole owner of the certain tract of land shown hereon and described in a deed recorded in Document No. _____ of the Official Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on the plat are free of liens. This subdivision is to be known as STAR RANCH - NE SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 14 day of December, 2020.

PROSE STAR RANCH VENTURE, LP,
a Delaware limited partnership

By: ALLIANCE G.P. II, INC.
A Texas Corporation, its general partner
2525 E. CAMELBACK ROAD
SUITE 500
PHOENIX, AZ 85016

By: _____
JEFFREY DILTZ
Vice President

The State of Texas §
County of Travis §

This instrument was acknowledged before me on the 14 day of December, 2020, by Jeffrey Diltz, as Vice President of Alliance G.P. II, Inc., general partner of Prose Star Ranch Venture LP, a Delaware limited partnership, on behalf of said limited partnership.

Senaida Barrera
Notary Public
Notary Registration Number 131774301
My commission expires: 10/26/22
County of Travis
The State of Texas

SENAIDA BARRERA
Notary Public, State of Texas
Comm. Expires 10-26-2022
Notary ID 131774301

The State of Texas §
County of Williamson §

I, Benjamin L. Green, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Recharge Zone and is not encroached by a Zone A flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0515F effective date December 20, 2019, and that each lot conforms to the city of Pflugerville regulations.

The Fully developed, concentrated stormwater runoff resulting from the one hundred (100) year frequency storm is contained within the drainage easement shown and/or public rights-of-way dedicated by this plat.

12/14/2020

Benjamin L. Green, P.E.
Registered Professional Engineer No. 109973
Kimley-Horn and Associates, Inc.
2600 Via Fortuna
Terrace I, Suite 300
Austin, Texas 78746

STATE OF TEXAS
BENJAMIN L. GREEN
132190
LICENSED
PROFESSIONAL ENGINEER

The State of Texas §
County of Williamson §

I, Daniel M. Flaherty, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that the corner monuments shown hereon were properly placed under my supervision in accordance with the Subdivision Regulations of the City of Pflugerville, Texas.

Daniel M. Flaherty
Registered Professional
Land Surveyor No. 5004
CP&Y, Inc.
One Chisholm Trail
Suite 130
Round Rock, Texas 78681
TBPLS FIRM NO. 10194125

12/14/2020

STATE OF TEXAS
DANIEL M FLAHERTY
5004
REGISTERED
PROFESSIONAL
LAND SURVEYOR

CITY CERTIFICATION

Approved this 17 day of September, 2020, by the Planning and Zoning Commission of the City of Pflugerville, Texas, on behalf of the City.

Pat Epstein, Chairman — 12/17/2020 Date

This Plat reflects the approval granted by the Planning and Zoning Commission on the date indicated above.

~~Emily Barron~~, Planning Director ~~Assistant~~ Secretary ~~Executive~~ on behalf of Emily Barron — 12/17/2020 Date

~~Karen Thompson~~, Secretary
Trisha Evans, Deputy — 12/16/2020 Date

CITY OF PFLUGERVILLE
STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Bill Gravel Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes heron, 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 Gravel Jr., County Judge — Date

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 on 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

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FIELD NOTE DESCRIPTION

BEING A 15.092 ACRE TRACT OF LAND SITUATED IN THE N.D. WALLING SURVEY, ABSTRACT NO. 675 IN WILLIAMSON COUNTY, TEXAS; SAID 15.092 ACRE TRACT BEING COMPRISED OF THE REMAINDER OF THAT CERTAIN CALLED 9.98 ACRE TRACT OF LAND (EXHIBIT "A) AND THE REMAINDER OF THAT CERTAIN CALLED 3.60 ACRE TRACT OF LAND, BOTH TRACTS BEING DESCRIBED IN A DEED TO ROBERT BRIDGES AND WIFE, SHARON F. BRIDGES, FILED ON JANUARY 24, 1989, RECORDED IN VOLUME 1747, PAGE 471, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS (O.R.W.C.T.), A PORTION OF THAT CERTAIN CALLED 4.819 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CSW SR HUTTO, LLC, RECORDED IN DOCUMENT NO. 2017074295, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), A PORTION OF THAT CERTAIN CALLED 0.999 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CSW SR HUTTO, LLC, RECORDED IN DOCUMENT NO. 2017074281, O.P.R.W.C.T., AND A PORTION THAT CERTAIN CALLED 3.676 ACRE TRACT OF LAND DESCRIBED IN A DEED TO CSW SR HUTTO, LLC, RECORDED IN DOCUMENT NO. 2017074340, O.P.R.W.C.T.; SAID 15.092 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with aluminum cap stamped "Williamson County" found marking the southwest corner of said 9.98 acre remainder tract, same being the southeast corner of the remainder of that certain called 5.00 acre tract of land described in a Deed to Nedra Carol Phelps, recorded in Document No. 2000032529, O.P.R.W.C.T., said iron rod also marking the northwest corner of that certain called 0.4352 acre tract of land described in a Deed to Williamson County, recorded in Document No. 2010029638, O.P.R.W.C.T., said iron rod also being on the existing north right-of-way (R.O.W.) line of County Road 138 (have a variable width);

THENCE, North 07° 35' 26" East, departing the existing north R.O.W. line of said County Road 138, and with the common west line of said 9.98 acre remainder tract and the east line of said 5.00 acre remainder tract, a distance of 184.15 feet to a 1/2-inch iron rod with aluminum cap stamped "Williamson County" found for the POINT OF BEGINNING and the southernmost southwest corner of the herein described tract, same being on the proposed north R.O.W. line of said County Road 138;

THENCE, North 07° 36' 22" East, continuing with the common west line of said 9.98 acre remainder tract and the east line of said 5.00 acre remainder tract, a distance of 416.87 feet to a 1/2-inch iron pipe found for an interior corner of the herein described tract, same marking the common northeast corner of said 5.00 acre remainder tract and the *southeast corner of said 4.819 acre tract;*

THENCE, North 87° 55' 26" West, with the common north line of said 5.00 acre remainder tract and the south line of said 4.819 acre tract, a distance of 239.82 feet to a 5/8-inch iron rod found for a corner of the herein described tract, same marking the southeast corner of said 0.999 acre tract and a corner of said 4.819 acre tract;

THENCE, North 87° 58' 44" West, with the common north line of said 5.00 acre remainder tract and the south line of said 0.999 acre tract, a distance of 66.59 feet to a 5/8-inch iron rod with yellow plastic cap stamped "CP&Y" found for the westernmost corner of the herein described tract;

THENCE, North 07° 28' 10" East, departing the north line of said 5.00 acre remainder tract, traveling partway across the interior of said 0.999 acre tract, partway across the interior of said 4.819 acre tract, and partway across the interior of said 3.676 acre tract, a distance of 564.62 feet to a 5/8-inch iron rod with yellow plastic cap stamped "CP&Y" found for the northwest corner of the herein described tract, said iron rod being on the south line of that certain called 8.30 acre tract of land described in a Deed to 2535 Ltd, recorded in Document No. 2016081442, O.P.R.W.C.T.;

THENCE, South 87° 53' 16" East, with the common north line of said 3.676 acre tract and the south line of said 8.30 acre tract, a distance of 307.95 feet to a 1/2-inch iron pipe found for a corner of the herein described tract, same marking the common northeast corner of said 3.676 acre tract and the northwest corner of said 9.98 acre remainder tract;

THENCE, South 88° 01' 39" East, with the common north line of said 9.98 acre remainder tract and the south line of said 8.30 acre tract, a distance of 490.95 feet to a 5/8-inch iron pipe found for the northeast corner of said 9.98 acre remainder tract and the herein described tract, same being on the west line of Block A, Lakeside Estates Phase 1-A, a subdivision recorded in Cabinet R, Slides 394-397, O.P.R.W.C.T.;

THENCE, South 07° 32' 33" West, with the common east line of said 9.98 acre remainder tract and the west line of said Lakeside Estates Phase 1-A, a distance of 564.45 feet to a 5/8-inch iron rod with yellow plastic cap stamped "CP&Y" set for a corner of the herein described tract, same marking a corner of said 9.98 acre remainder tract and the northeast corner of said 3.60 acre remainder tract;

THENCE, South 07° 27' 15" West, with the common east line of said 3.60 acre remainder tract and the west line of said Lakeside Estates Phase 1-A, a distance of 451.39 feet to a 1/2-inch iron rod with cap stamped "Williamson County" found for the southeast corner the herein described tract, said point also marking the beginning of a curve to the right;

THENCE, departing the west line of said Lakeside Estates Phase 1-A, and traveling partway across the interior of said 3.60 acre remainder tract and partway across the interior of said 9.98 acre remainder tract, and with the proposed north R.O.W. line of said County Road 138, the following two (2) calls:

1) In a Westerly direction, with said curve to the right, having a central angle of 03° 39' 19", a radius of 3,400.98 feet, an arc length of 216.93 feet, and a chord bearing and distance of North 81° 05' 36" West - 216.89 feet to 1/2-inch iron rod with cap stamped "Williamson County" found for a corner of the herein described tract, and marking the point of reverse curvature for a curve to the left;

2) Continuing in a Westerly direction, with said curve to the left, having a central angle of 14° 02' 48", a radius of 1,122.13 feet, an arc length of 275.10 feet, and a chord bearing and distance of North 86° 17' 34" West - 274.41 feet to the POINT OF BEGINNING and containing 15.092 acres of land, more or less. Bearings are based on the Texas Central Zone Coordinate System, NAD '83 (HARN '93), which is based on the Trimble RTKNet, AllTerra VRS Network.

WILLIAMSON COUNTY PLAT NOTES

IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LEINS.

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.

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.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY OR THE CITY OF PFLUGERVILLE, 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.

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS IN THIS SUBDIVSION. THE ROADS IN THIS SUBDIVISION WILL BE MAINTAINED IN PERPETUITY BY THE OWNERS OF THE SUBDIVISION.

ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

CITY OF PFLUGERVILLE STANDARD PLAT NOTES

1. This plat lies within the City of Pflugerville ETJ.
2. Water shall be provided by Manville Water Supply Corporation and wastewater shall be provided by the City of Pflugerville. No lot in this subdivision shall be occupied until connected to water and wastewater facilities.
3. A 10-ft Public Utility Easement (P.U.E.) is hereby dedicated along all street frontage.
4. Easement(s) dedicated to the public by this plat shall also be subject to the terms and conditions of the Engineering Design Manual per Ordinance No .1206-15-02-24. The Grantor [property owner(s)], heirs, successors and assigns shall retain the obligation to maintain the surface of the easement property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the easement property free of liter, debris, and trash.
5. No improvements including but not limited to structures, fences, or landscaping shall be allowed in a public easement, except as approved by the City.
6. The property owner shall provide access to drainage and utility easements as may be necessary and shall not prohibit access for the placement, construction, installation, replacement, repair, maintenance, relocation, removal, operation and inspection of such drainage and utility facilities, and related appurtenances.
7. A six (6) foot wide sidewalk shall be provided on both sides of the street
8. This subdivision is subject to all City of Pflugerville ordinances or technical manuals related to Tree Preservation per City Ordinance # 1203-15-02-24 and City Resolution # 1224-09-08-25-8A.
9. The Public Parkland dedication and Park Development Fee shall be calculated at a rate required by Ordinance # 1203-15-02-24.
10. The Community Impact Fee rate for wastewater is hereby assessed and established according to the City of Pflugerville Ordinance No. 1440-20-04-14. Community Impact fees for individual lots shall be paid prior to the issuance of any building permit.
11. This Subdivision shall mitigate post-development peak runoff rates for the 2 year, 25 year and 100 year storm events.
12. All electric utility infrastructure including but not limited to telephone, cable television, electric utility lateral and service lines shall be installed in accordance with the City of Pflugerville Engineering Design Manual, as amended.
13. The owner of this subdivision, and his or her successors and assigns, assumes responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Pflugerville.
14. Construction plans and specifications for all subdivision improvements shall be reviewed and approved by the City of Pflugerville prior to any construction within the subdivision.
15. Site development construction plans shall be reviewed and approved by the City of Pflugerville, Development Services, prior to any construction.
16. All proposed fences and walls adjacent to intersecting public roadway right-of-way or adjacent to private access drives shall be in compliance with the site distance requirements of the City of Pflugerville Engineering Design Manual, as amended.
17. Wastewater and water systems shall conform to TCEQ (Texas Commission on Environmental Quality) and State Board of Insurance requirements. The owner understands and acknowledges that plat vacation or re-placing may be required at the owner's sole expense if plans to develop this subdivision do not comply with such codes and requirements.

PARKLAND SUMMARY

TYPE	LOT NO.	LOT AREA	UNITS	UNITS PER ACRE	PERSONS PER UNIT	REQUIRED PARKLAND AREA	PROVIDED PARKLAND AREA	PARKLAND FEE IN LIEU
MULTIFAMILY RESIDENTIAL	1	15.09 ACRES	336	22.3	2	4.44 ACRES	-	$193,407

PARK DEVELOPMENT FEE	
PARK DEVELOPMENT FEE PER UNIT	PARK DEVELOPMENT FEE
$496	$166,656

STAR RANCH - NE SUBDIVISION
FINAL PLAT
15.092 ACRES
SITUATED IN
N.D. WALLING SURVEY
ABSTRACT NO. 675
AND N.D. WALLING SURVEY
ABSTRACT NO. 2722
CITY OF PFLUGERVILLE,
WILLIAMSON COUNTY, TEXAS

Kimley»Horn
601 NW Loop 410, Suite 350
San Antonio, Texas 78216 FIRM # 10193973
Tel. No. (210) 541-9166
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	ORB	JGM	APRIL 2020	067548013	2 OF 2

DWG NAME: K:\SAU_CIVIL\067548013 STAR RANCH\CAD\PRELIMINARY PLANSHEETS\STAR RANCH PLAT - CP&Y.DWG PLOTTED BY GREEN, BEN 12/14/2020 10:06 AM LAST SAVED 12/10/2020 12:05 PM

Commissioners Court - Regular Session **35.**

Meeting Date: 01/12/2021

Revised preliminary plat for the Estates at Northgate subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the revised preliminary plat for the Estates at Northgate subdivision – Precinct 2.

Background

This is a revision to the preliminary plat of the Estates at Northgate subdivision that was previously approved on February 21, 2017. Since the last approval, the developer has requested changes to the roadway connections and lot layout within the development. This revision is a decrease in the linear feet of public roads from 16,371 LF to 15,830 LF and decrease in the lot count from 172 to 163.

Timeline

2020-09-24 – initial submittal of the revised preliminary plat
2020-10-19 – 1st review complete with comments
2020-12-15 – 2nd submittal of revised preliminary plat
2020-12-30 – 2nd review complete with comments cleared
2020-12-30 – County Engineer approval letter sent
2021-01-07 – revised preliminary plat placed on the January 12, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

revised preliminary plat - Estates at Northgate

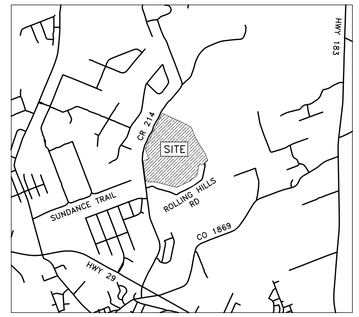
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 12:01 PM
Form Started By: Adam Boatright		Started On: 01/07/2021 09:38 AM
Final Approval Date: 01/07/2021		

N

0 100' 200' 400'

SCALE: 1" = 200'



LOCATION MAP
N.T.S.

LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- PHASE BOUNDARY
- SHEET SECTION
- OU — EXISTING OVERHEAD UTILITIES
- GAS — EXISTING GAS LINE
- OE — EXISTING OVERHEAD ELECTRIC

NO PORTION OF THIS PLAN IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOOD AS IDENTIFIED BY THE US FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD PLAIN MAP NUMBER 48491C0235F AND 48491C0245F DATED DECEMBER 20, 2019.

Line Table		
Line #	Length	Direction
L1	24.02	N24° 06' 58"W
L2	119.14	23° 49' 15"E
L3	124.26	S20° 57' 40"E
L4	45.81	S20° 57' 40"E
L5	294.63	N77° 52' 38"W
L6	151.91	S12° 09' 40W"
L7	151.96	S12° 14' 17"W
L8	151.86	S12° 08' 42"W
L9	151.85	S12° 09' 36"W
L10	70.74	S12° 04' 54"W
L11	157.86	S53° 07' 28"W
L12	49.61	S53° 01' 00"W
L13	181.33	S48° 29' 48"W
L14	45.81	S00° 12' 45"E

Line Table		
Line #	Length	Direction
L15	294.63	N77° 52' 38" W
L16	151.91	S12° 09' 40"W
L17	49.25	N74° 59' 45"W
L18	198.66	N74° 45' 44"W
L19	153.04	N74° 47' 21"W
L20	152.90	N74° 46' 58"W
L21	152.39	N74° 44' 08"W
L22	157.49	N74° 35' 48"W
L23	285.28	N82° 46' 46"W
L24	230.95	S79° 53' 11"W
L25	95.90	N06° 33' 13"W
L26	123.37	S83° 17' 43"W
L27	100.73	N26° 11' 43"E
L28	138.10	N33° 59' 55"E
L29	24.02	N24° 06' 58"W

Line Table		
Line #	Length	Direction
L30	294.47	S21° 09' 33"E
L31	98.75	S27° 18' 00"E
L32	272.36	N79° 40' 09"W

Curve Table						
NUMBER	DELTA	TENGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	09° 30' 10"	206.68	486.62	412.42	411.95	N21° 27' 08"E
C2	09° 22' 04"	203.64	2485.54	406.38	405.93	N03° 24' 15"W
C3	05° 52' 17"	70.38	1372.36'	140.63	140.57	N25° 09' 19"E
C4	173° 43' 47"	912.85	50.00'	151.61	99.85	S26° 38' 12"W

TOTAL NO. OF LOTS: 173
NO. OF BLOCKS: 4
NO. OF RESIDENTIAL LOTS: 163
NO. OF OPEN SPACE LOTS: 10

TOTAL LINEAR FOOTAGE OF STREETS: 15,830 LF

NOTES:

1. THE BUILDING SETBACK LINE ON CR 214 SHALL BE 50 FEET FROM THE EDGE OF THE RIGHT-OF-WAY.
2. THE FRONT BUILDING SETBACK LINE ON ALL OTHER PUBLIC ROADS SHALL BE 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY.
3. ALL ROADS WILL BE PUBLICLY OWNED.
4. A 10 FOOT PUBLIC UTILITY EASEMENT IS LOCATED ALONG THE FRONT AND SIDE OF ALL LOTS.
5. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

OWNER:
RIVER OAKS LAND PARTNERS, LLC.
4807 SPICEWOOD SPRINGS ROAD
BLDG 2, SUITE 104
AUSTIN, TX 78759

OWNER:
TEXAS LAND FUND NO. 6, LP.
3200 SOUTHWEST FREEWAY
SUITE 3000
HOUSTON, TX 77027

ENGINEER:
BGE, INC.
101 W. LOUIS HENNA BLVD. SUITE #400
AUSTIN, TX 78728
PHONE: 512-879-0400

UTILITIES:
WATER: PROVIDED BY GEORGETOWN UTILITY SYSTEMS
WASTEWATER: ON-SITE SEPTIC
ELECTRIC: PROVIDED BY PEC

TOTAL ACREAGE : 227.006 ACRES
SURVEY: FOREST SURVEYING & MAPPING COMPANY, WM H McCULLOUGH SURVEY A-465
E MATHER SURVEY A-434
RICHARD WET A-643

APPLICATION SUBMITTAL DATE: SEPTEMBER 21, 2020

							APR
							DATE
							DESCRIPTION
◁	◁	◁	◁	◁	◁		REV

DESIGNED BY: MKS
REVIEWED BY: RLR
DRAWN BY: EGH

BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

ESTATES AT NORTHGATE

OVERALL PRELIMINARY PLAT

STATE OF TEXAS
RICHARD L RYCHLIK JR
123927
LICENSED
PROFESSIONAL ENGINEER
12/14/20

SHEET
1 OF 5

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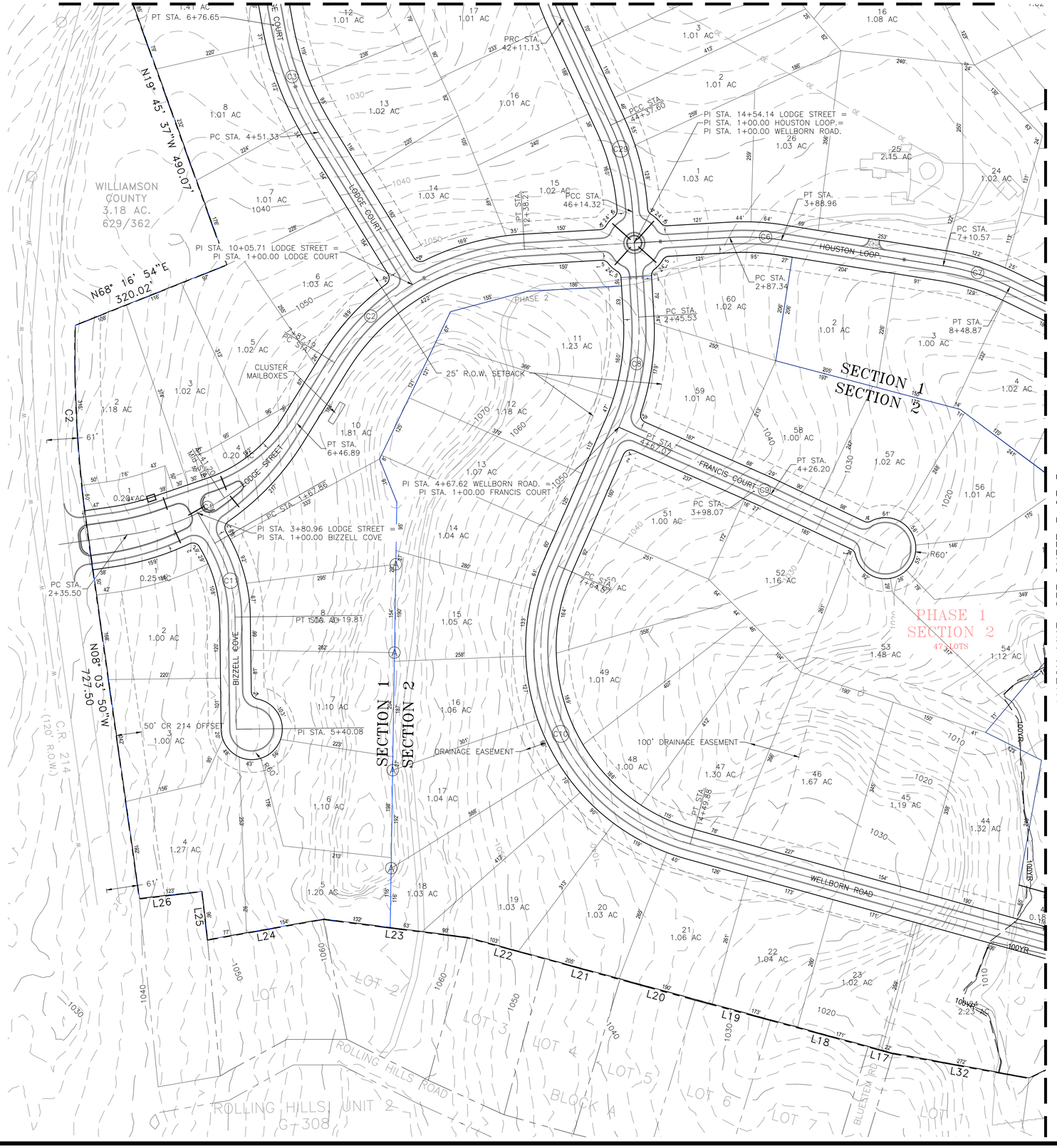
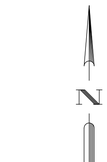
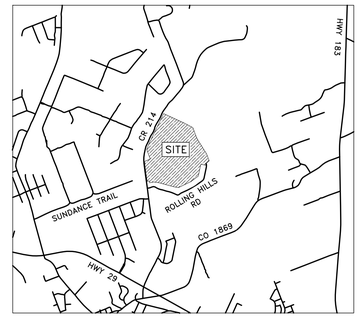
MATCH LINE. SEE SHEET 4 OF 5

MATCH LINE. SEE SHEET 3 OF 5







LOCATION MAP
N.T.S.

LEGEND

- PROPERTY BOUNDARY
- XXX - MAJOR ELEV. CONTOUR
- XXX - MINOR ELEV. CONTOUR
- PHASE BOUNDARY
- SHEET SECTION
- OU — EXISTING OVERHEAD UTILITIES
- GAS — EXISTING GAS LINE
- GAS — EXISTING OVERHEAD ELECTRIC

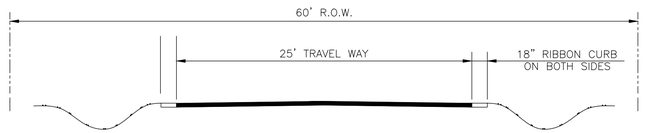
CURVE DATA

NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	50° 09' 05"	219.92	470.00	411.40	398.39	N56° 45' 36.15"E
C2	54° 58' 54"	244.57	470.00	451.02	433.91	N59° 10' 30.58"E
C3	21° 31' 00"	114.00	600.00	225.32	224.00	N20° 55' 05.62"W
C6	12° 23' 13"	51.00	470.00	101.61	101.41	S87° 08' 25.64"E
C7	16° 51' 34"	69.65	470.00	138.30	137.80	S72° 31' 01.95"E
C8	26° 58' 29"	112.73	470.01	221.28	219.24	S10° 15' 06.05"W
C9	1° 36' 42"	14.07	1000.00	28.13	28.13	S65° 31' 15.38"E
C10	98° 09' 46"	461.47	400.00	685.30	604.51	S25° 24' 29.34"E
C11	29° 01' 15"	77.64	300.00	151.95	150.33	S15° 13' 43.76"E
C29	21° 32' 37"	89.42	470.00	176.72	175.68	S14° 06' 20.84"E

ROAD TABLE

ROAD NAME	DESIGNATION	PAVEMENT WIDTH	ROW WIDTH	DESIGN SPEED
LODGE STREET	PUBLIC	28	60	25
BIZZELL COVE	PUBLIC	28	60	25
LODGE COURT	PUBLIC	28	60	25
HOUSTON LOOP	PUBLIC	28	60	25
NAGLE COURT	PUBLIC	28	60	25
HOUSTON COVE	PUBLIC	28	60	25
OLSEN COURT	PUBLIC	28	60	25
WELLBORN ROAD	PUBLIC	28	60	25
FRANCIS COURT	PUBLIC	28	60	25
RICKARD DRIVE	PUBLIC	28	60	25
SPENCE LANE	PUBLIC	28	60	25
SPENCE LANE	PUBLIC	33	60	35

TYPICAL STREET SECTION



LOCAL (RURAL SUBDIVISION)

	APR	DATE	DESCRIPTION	REV

DESIGNED BY: MKS
REVIEWED BY: RLR
DRAWN BY: EGH

BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TEL. 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

ESTATES AT NORTHGATE

PRELIMINARY PLAT (1 OF 4)

STATE OF TEXAS
RICHARD L RYCHLIK JR
123927
LICENSED PROFESSIONAL ENGINEER
12/14/20

SHEET 2 OF 5

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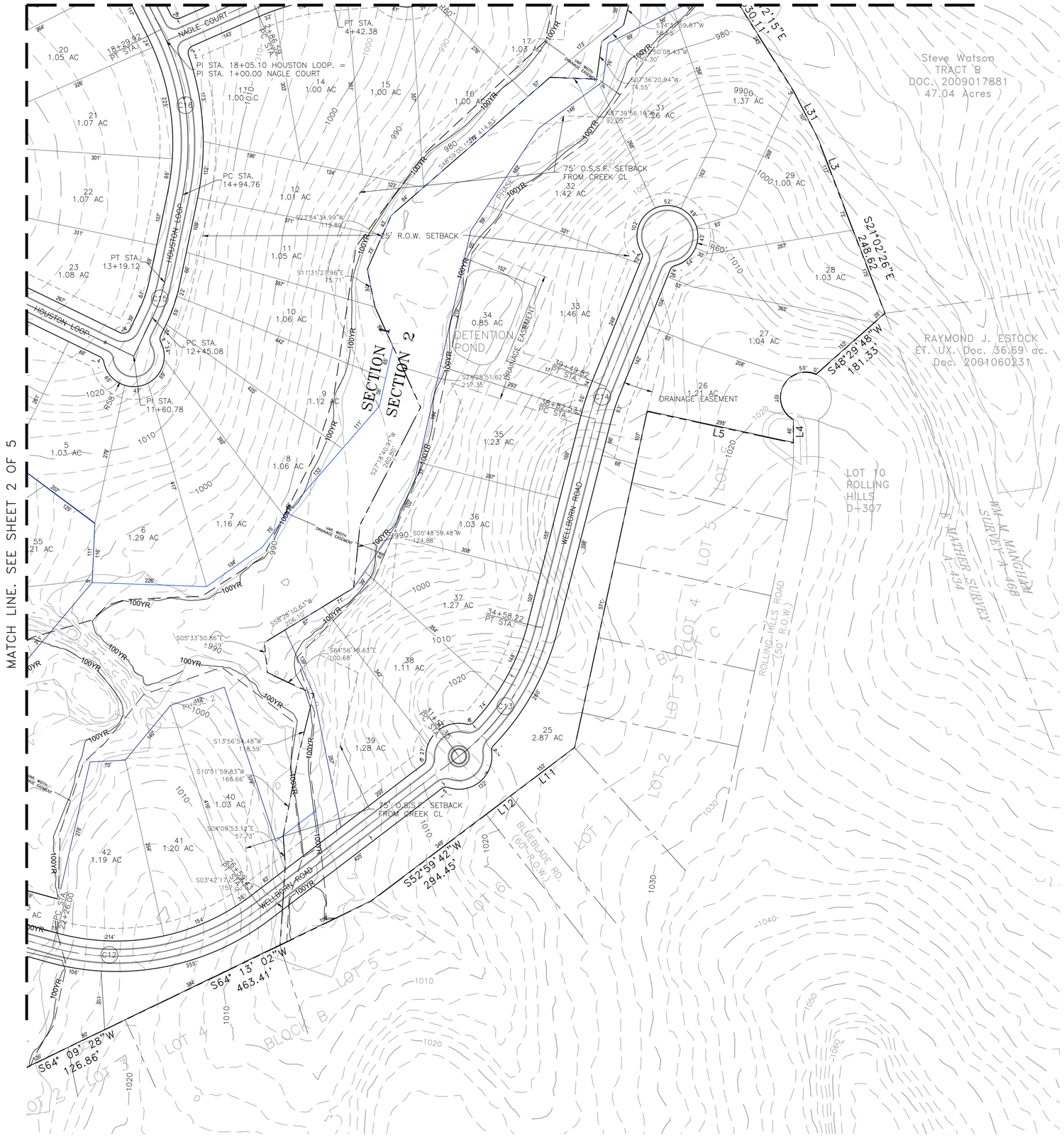
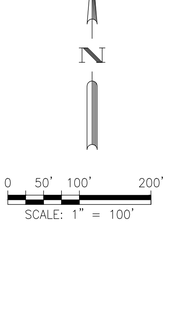
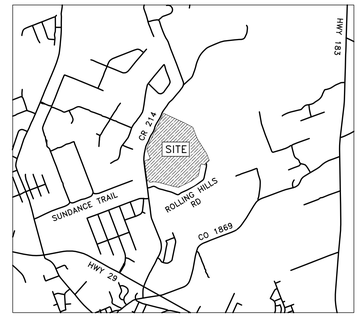
MATCH LINE. SEE SHEET 5 OF 5

MATCH LINE. SEE SHEET 2 OF 5







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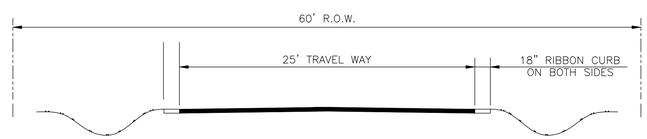
- OE EXISTING OVERHEAD ELECTRIC

CURVE DATA

NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C12	52° 50' 14"	233.50	470.00	433.43	418.23	N79° 05' 31.00"E
C13	38° 20' 38"	163.41	470.00	314.54	308.70	N33° 30' 05.16"E
C14	7° 42' 21"	33.67	500.00	67.24	67.19	N18° 10' 56.37"E
C15	14° 08' 33"	37.21	300.00	74.05	73.86	N18° 50' 28.76"E
C16	38° 24' 23"	174.15	500.00	335.16	328.92	N7° 25' 59.30"W
C17	18° 59' 30"	78.62	470.00	155.79	155.08	N75° 42' 11.71"E

TYPICAL STREET SECTION



LOCAL (RURAL SUBDIVISION)

APR | DATE | DESCRIPTION | REV

DESIGNED BY: MKS
REVIEWED BY: RLR
DRAWN BY: EGH

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TEL. 512-879-0400 • www.bgeinc.com
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ESTATES AT NORTHGATE

PRELIMINARY PLAT (2 OF 4)

STATE OF TEXAS
RICHARD L RYCHLIK JR
123927
LICENSED PROFESSIONAL ENGINEER
12/14/20

SHEET 3 OF 5

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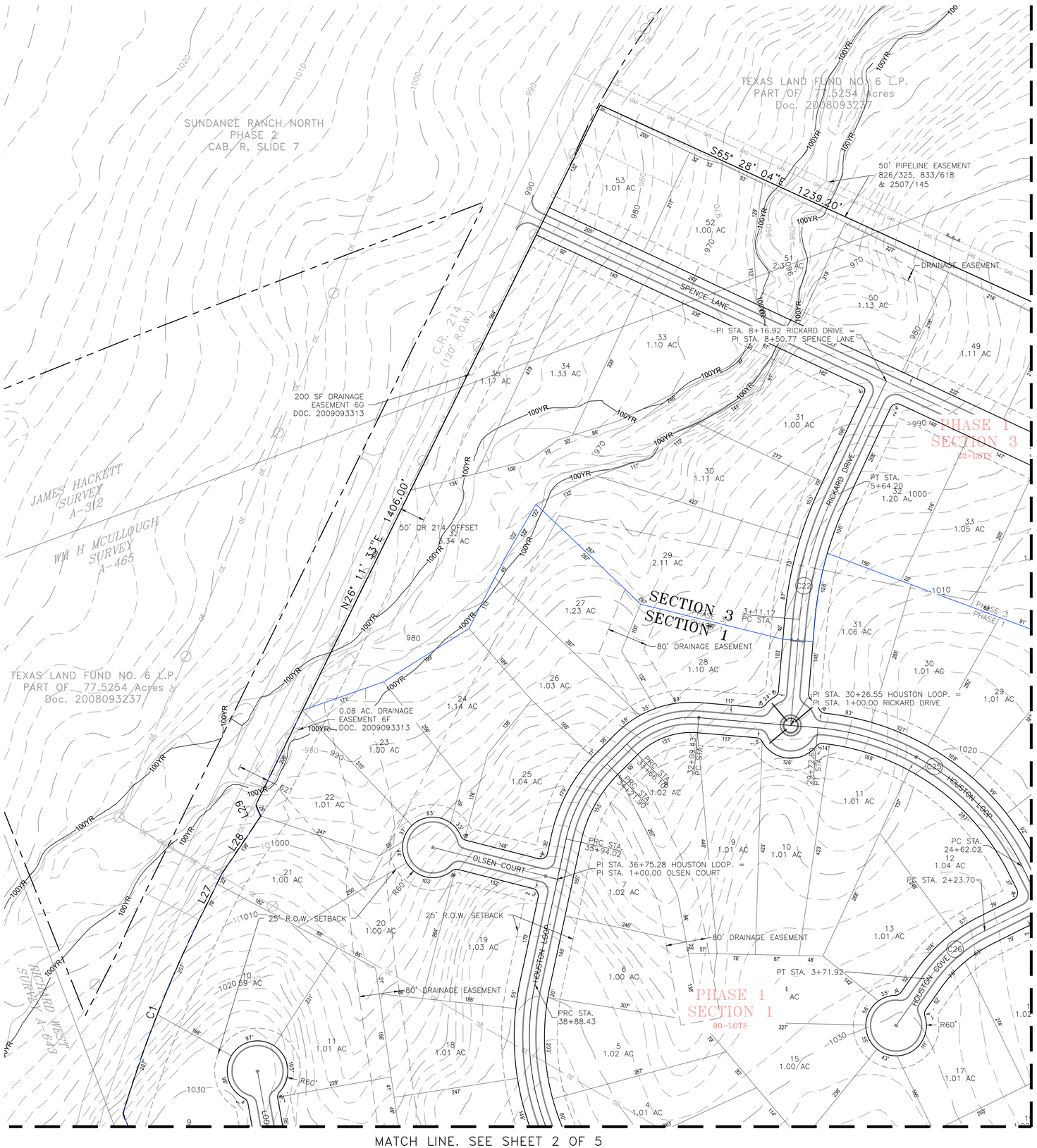

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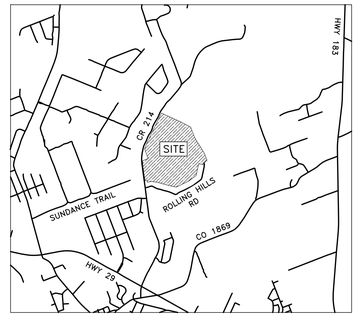

LOCATION MAP
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- XXX MINOR ELEV. CONTOUR
- PHASE BOUNDARY
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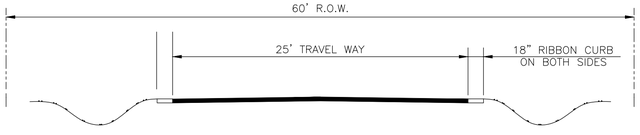
- GAS EXISTING GAS LINE
- OE EXISTING OVERHEAD ELECTRIC

CURVE DATA

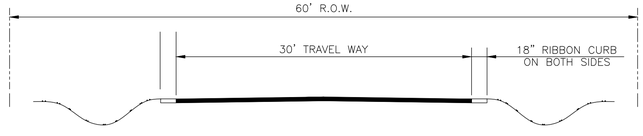
NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C22	20° 08' 51"	127.83	719.55	253.02	251.72	N14° 55' 04.16"E
C25	58° 31' 10"	280.13	500.00	510.68	488.77	N55° 53' 46.12"W
C26	28° 18' 29"	75.66	300.00	148.22	146.72	S49° 12' 34.58"W

TYPICAL STREET SECTION



LOCAL (RURAL SUBDIVISION)

TYPICAL STREET SECTION



COLLECTOR (RURAL SUBDIVISION)

	APR	DATE	DESCRIPTION	REV

DESIGNED BY: MKS
REVIEWED BY: RLR
DRAWN BY: EGH

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AUSTIN, TEXAS 78731
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

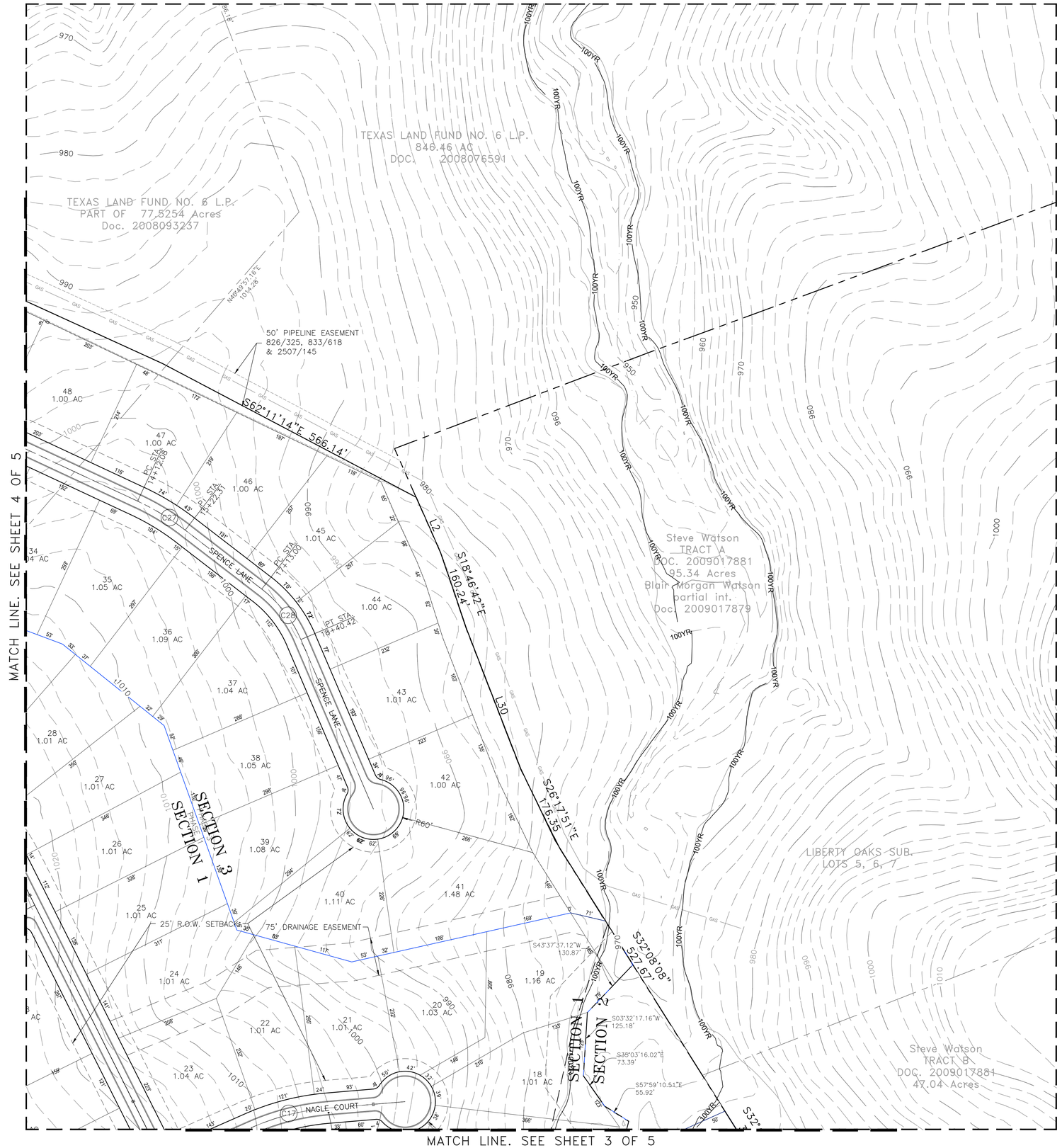
ESTATES AT NORTHGATE

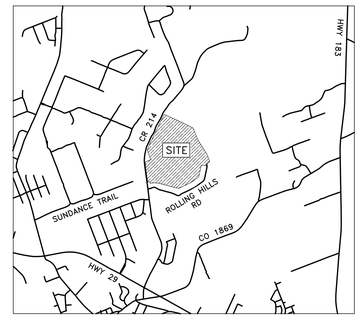
PRELIMINARY PLAT (3 OF 4)

STATE OF TEXAS
RICHARD L. RYCHLIK JR.
123927
LICENSED
PROFESSIONAL ENGINEER
12/14/20

SHEET
4 OF 5

V:\01Projects\Randolph Todd Co\4495-00 River Oaks\03 CADD\03 LDV00 Preliminary Plan\01 Sheets\C-OVERALL.dwg Layout: PP 3 OF 4 Plotted: 12/11/2020 2:01:44 PM





LOCATION MAP
N.T.S.

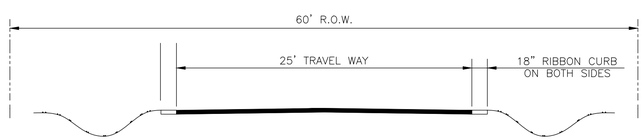
LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- PHASE BOUNDARY
- SHEET SECTION
- OU — EXISTING OVERHEAD UTILITIES
- GAS — EXISTING GAS LINE
- OE — EXISTING OVERHEAD ELECTRIC

CURVE DATA

NUMBER	DELTA	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C27	12° 37' 49"	55.34	500.07	110.24	110.01	S58° 41' 35.77"E
C28	29° 11' 55"	65.13	250.04	127.42	126.05	S37° 46' 43.45"E

TYPICAL STREET SECTION



LOCAL (RURAL SUBDIVISION)

							APR
							DATE
							DESCRIPTION
◁	◁	◁	◁	◁	◁		REV

DESIGNED BY: MKS
REVIEWED BY: RLR
DRAWN BY: EGH

BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TEL. 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

ESTATES AT NORTHGATE

PRELIMINARY PLAT (4 OF 4)

STATE OF TEXAS
RICHARD L RYCHLIK JR
123927
LICENSED PROFESSIONAL ENGINEER
12/14/20

SHEET
5 OF 5

V:\01Projects\Randolph Todd Co\4495-00 River Oaks\03 CADD\03 LDV\00 Preliminary Plan\01 Sheets\C-OVERAL.dwg Layout: PP 4 OF 4 Plotted: 12/11/2020 2:01:50 PM

Commissioners Court - Regular Session **36.**

Meeting Date: 01/12/2021

Final plat the Schwertner Ranch Phase II 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 the Schwertner Ranch Phase II subdivision – Precinct 3.

Background

This is the next section of the Schwertner Ranch development. It consists of 167 residential lots, 1 drainage lot, right-of-way dedication and 4,615 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of $28,239.37 has been posted with the County to cover the cost of the remaining construction.

Timeline

2020-01-17 – initial submittal of the final plat
2020-02-14 – 1st review complete with comments
2020-02-27 – 2nd submittal of final plat
2020-03-10 – 2nd review complete with comments
2020-12-18 – 3rd submittal of final plat
2020-12-23 – 3rd review complete with comments
2020-12-28 – 4th submittal of final plat with signatures
2021-01-05 – financial security received for the amount of the remaining construction
2021-01-05 – 4th review complete with comments clear
2021-01-07 – final plat placed on the January 12, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Schwertner Ranch Ph 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 12:01 PM
Form Started By: Adam Boatright		Started On: 01/07/2021 09:38 AM
Final Approval Date: 01/07/2021		

FINAL PLAT
SCHWERTNER RANCH PHASE II
BEING PART OF THE G. Schneider Survey, Abstract No. 579
WILLIAMSON COUNTY, TEXAS

GRAPHIC SCALE
0 100' 200' 300'
0 1" 2" 3"
IN FEET

REMAINDER OF WBW SINGLE LAND INVESTMENT, LLC - SERIES 111
DOC. #2019092046
SEP. 2019

RILEY, PATRICK N
DOC. #2017071908
DATED 07/18/2017

LOCATION OF FEMA SPECIAL FLOOD HAZARD AREA ZONE "A". BASED ON FEMA FIRM #48491C0150E, DATED SEPTEMBER 26, 2008.

LOCATION OF 100-YR FLOODPLAIN BASED ON REPORT TITLED "1ST REVISED FLOODPLAIN STUDY, SCHWERTNER RANCH, DATED JULY 30, 2019, BY YALGO LLC.

DRAINAGE EASEMENT DOC. # 2020162366

VARIABLE WIDTH DRAINAGE EASEMENT DOC. # 2020081529

10' UTILITY EASEMENT DOC. # 2020081528

TRACT F 0.25 ACRES

TRACT G - 3.19 ACRES

TAGGART TRAIL 50' ROW

HAMMOND COURT 50' ROW

RAGNAR DRIVE 50' ROW

AKSTON COURT 50' ROW

MIDAS LANE 50' ROW

SCHWERTNER RANCH PHASE I DOC #2020086940 DATED 07/31/2020

RAYMOND JAMES TRST CORP TRSTEE OF ALEX WARDEN SELF-SETTLED SPECIAL NEEDS TRUST DOC. #2018023919 DATED 03/22/2018

CURTIS, NICHOLAS & BRITTANY BLAIR (RS) DOC. #2016028478 1 DATED 4/1/2016

DAUGHERTY, CAROL A DOC. #2002042300 DATED 04/20/2001

DIXON, MELISSA M & LOREN A DOC. #2018089105 DATED 09/24/2018

TRACT A C.R. 313 ROW

TRACT B C.R. 313 ROW

TRACT C C.R. 313 ROW

TRACT D C.R. 313 ROW

TRACT E C.R. 313 ROW

TEMPORARY TURNAROUND EASEMENT DOC. # 2020162372

C.R. 313

POB (TRACT 1)

POB (TRACT 2)

3" STEEL FENCE POST

NO. 1 EL. 820.52'

CORD MCNALLY LP DOC. # 2019101590 DATED 10/23/2020

CALLED 1.250 ACRES WESS JR. & HELEN CASSENS VOL. 533, PG. 440-447 JAN. 1971

RVEST LP DOC. #2012074806 DATED 09/11/2012

SONTERRA MUD DOC. #2018025135 DATED 01/10/2018

REV.	DESCRIPTION	DATE	BY
4	ADJUSTED BACK PROPERTY LINE FOR LOTS 32 & 33, BLOCK 1, ADDED FE	05/06/2020	NMP
3	REMOVED WATERLINE EASEMENTS	04/14/2020	NMP
2	ADDED BUILD LINE TO TRACT G AND TEMPORARY EASEMENT TO RAGNAR DR.	02/27/2020	NMP
1	ORIGINAL RELEASE	01/16/2020	NMP

PROJECT NUMBER: SW02
CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
APPROVED BY: KAC
CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW

PRINTED ON December 28, 2020

PROJECT INFORMATION
TOTAL SIZE: 37.25 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 167
TOTAL TRACTS: 4

BENCHMARK
Cotton spindle set in the north margin of County Road 313 - bearing S 83°09'58" E, 559.17 feet from the P.O.B. of TRACT 1 and bearing S 67°54'02" W, 2256.44 feet from the P.O.B. of TRACT 2:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543
254-953-5353

ENGINEER INFORMATION
KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

SURVEYOR INFORMATION
LUTHER E. FROBISH, R.P.L.S.
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

Yalgo, LLC
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057

Texas Registered
Engineering Firm F-10264

Texas Registered
Surveying Firm 10194095

FIELD NOTES

TRACT 1

Being that certain tract of land situated in the G. SCHNEIDER SURVEY, Abstract No. 579, and being part of a called 7.52 acre tract of land described as Tract 1 by a deed to WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 107, recorded in Document No. 2020073916, OPR (Official Public Records of Williamson County, Texas), and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod with cap found for the northwest corner of Lot 4, Block 1 of SCHWERTNER RANCH PHASE I Subdivision, recorded in Document No. 2020086940, OPR, and in the east line of a called 10.68 acre tract of land as described by a deed to PATRICK N. RILEY, recorded in Document No. 2017071908, OPR, for the southwest corner of this tract;

THENCE with the common line of said Tract 1 and said SCHWERTNER RANCH PHASE I for the following courses:

1. N 67° 46' 48" E, 122.96 feet, to an iron rod with cap found;
2. N 51° 04' 51" E, 52.20 feet, to an iron rod with cap found;
3. N 67° 46' 48" E, 410.00 feet, to an iron rod with cap found;
4. N 22° 13' 12" W, 502.30 feet, to an iron rod with cap found;
5. N 18° 04' 09" W, 117.58 feet, to an iron rod with cap found;
6. N 84° 22' 55" W, 209.41 feet, to an iron rod with cap found for the most westerly corner of Lot 60 of said Block 1, and the most northerly corner of said Tract 1, and also being in a southerly line of the remainder of a called 230.22 acre tract of land as described by a deed to WBW SINGLE LAND INVESTMENT, LLC - SERIES 111, recorded in Document No. 2019092046, OPR;

THENCE with the common line of said Tract 1 and the remainder of said 230.22 acre tract for the following courses:

1. S 38° 19' 15" W, 24.74 feet, to an iron rod with cap set;
2. S 25° 21' 53" W, 125.50 feet, to an iron rod with cap set;
3. S 10° 50' 02" W, 76.94 feet, to an iron rod with cap set;
4. S 08° 32' 38" E, 60.00 feet, to an iron rod with cap set;
5. S 24° 26' 23" E, 47.79 feet, to an iron rod with cap set;
6. S 36° 47' 41" W, 189.87 feet, to an iron rod with cap set;
7. S 32° 33' 45" W, 86.11 feet, to an iron rod with cap set in the east line of said 10.68 acre tract, for the most westerly corner of this tract;

THENCE S 21° 22' 40" E, 317.62 feet, with the west line of said Tract 1 and east line of said 10.68 acre tract, to the **POINT OF BEGINNING** and containing ***7.31 acres*** of land, more or less.

TRACT 2

Being that certain tract of land situated in the G. SCHNEIDER SURVEY, Abstract No. 579, and being all of a called 24.94 acre tract of land described as Tract 2 by a deed to WBW SINGLE DEVELOPMENT GROUP, LLC - SERIES 107, recorded in Document No. 2020073916, OPR (Official Public Records of Williamson County, Texas), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of said Tract 2 and at the southwest corner of a called 2.00 acre tract of land described in a deed to MELISSA M. DIXON and husband, LOREN A. DIXON, recorded in Document No. 2018089105, OPR, and in the north line of dirt road, a called 1.250 acre tract of land described in a deed to WESS JR. & HELEN CASSENS, recorded in Volume 533, Pages 440-447, OPR, for the southeast corner of this tract;

THENCE N 22° 24' 20" W, at 261.28 feet passing an iron rod found at the northwest corner of said 2.00 acre tract and southeast corner of the remainder of a called 50 acre tract of land described as First Tract by a deed to CAROL A. DAUGHERTY, recorded in Document No. 2002042300, OPR, continuing the same course for a total distance of 645.26 feet to an iron rod with cap set at a southeasterly corner of the remainder of a called 230.22 acre tract of land as described by a deed to WBW SINGLE LAND INVESTMENT, LLC - SERIES 111, recorded in Document No. 2019092046, OPR;

THENCE with the common line of said Tract 1 and the remainder of said 230.22 acre tract for the following courses:

1. N 74° 40' 19" W, 786.42 feet, to an iron rod with cap set;
2. S 80° 04' 23" W, 109.75 feet, to an iron rod with cap set;
3. S 66° 37' 38" W, 394.67 feet, to an iron rod with cap set;
4. S 62° 07' 51" W, 116.04 feet, to an iron rod with cap set;
5. S 15° 58' 50" W, 127.31 feet, to an iron rod with cap found for the north corner of Lot 36, Block 4 of SCHWERTNER RANCH PHASE I Subdivision, recorded in Document No. 2020086940, OPR;

THENCE with the common line of said Tract 2 and said SCHWERTNER RANCH PHASE I for the following courses:

1. S 47° 49' 51" E, 100.90 feet, to an iron rod with cap found;
2. S 21° 53' 05" E, 710.00 feet, to an iron rod with cap found;
3. S 16° 14' 27" W, 63.56 feet, to an iron rod with cap found;
4. S 21° 53' 05" E, 170.00 feet, to an iron rod with cap found in the north line of a dirt road described as said 1.250 acre tract and for the most southeasterly corner of said SCHWERTNER RANCH PHASE I, for the most southwesterly corner of said Tract 2;

THENCE N 68° 06' 55" E, 1322.72 feet, with south line of said Tract 2 and the north line of said 1.250 acre tract, to the **POINT OF BEGINNING** and containing ***29.94 acres*** of land, more or less.

Note:

The bearings and distances recited hereon are grid bearings and grid distances based on the Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203, as derived from GPS observations. The Combined Correction Factor (CCF) for this project is 0.9998522. Ground distance = Grid distance/CCF. Permanent iron rods found for corner are ½ inch in diameter with a cap marked "YALGO 6200".

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00'	5.10'	5.07'	N 31°57'21" W	19°28'16"
C2	15.00'	8.81'	8.69'	N 58°31'14" W	33°39'29"
C3	60.00'	50.63'	49.14'	S 51°10'30" E	48°21'00"
C4	60.00'	36.93'	36.35'	S 09°22'04" E	35°15'53"
C5	60.00'	35.45'	34.94'	S 25°11'35" W	33°51'24"
C6	60.00'	42.91'	42.00'	S 62°36'32" W	40°58'29"
C7	60.00'	35.45'	34.94'	N 79°58'32" W	33°51'24"
C8	60.00'	35.45'	34.94'	N 46°07'07" W	33°51'24"
C9	60.00'	51.08'	49.55'	N 04°48'00" W	48°46'50"
C10	60.00'	21.33'	21.22'	N 29°46'34" E	20°22'18"
C11	15.00'	16.28'	15.49'	S 08°52'16" W	62°10'55"
C12	15.00'	18.46'	17.32'	N 57°29'03" W	70°31'42"
C13	60.00'	4.28'	4.28'	N 89°17'38" E	4°05'07"
C14	60.00'	67.25'	63.79'	S 56°33'06" E	64°13'25"
C15	60.00'	35.82'	35.29'	S 07°20'07" E	34°12'33"
C16	60.00'	49.43'	48.05'	S 33°22'18" W	47°12'16"
C17	60.00'	35.82'	35.29'	S 74°04'42" W	34°12'33"
C18	60.00'	35.82'	35.29'	N 71°42'44" W	34°12'33"
C19	60.00'	36.62'	36.05'	N 37°07'24" W	34°58'07"
C20	60.00'	42.15'	41.29'	N 00°29'14" E	40°15'09"
C21	15.00'	11.21'	10.95'	S 00°48'12" E	42°50'00"
C22	50.00'	78.54'	70.71'	N 23°06'55" E	90°00'00"
C23	50.00'	77.24'	69.79'	N 22°22'17" E	88°30'43"
C24	225.00'	32.00'	31.97'	S 78°44'46" E	8°08'53"
C25	225.00'	119.98'	118.56'	N 81°54'13" E	30°33'10"
C26	200.00'	184.26'	177.81'	S 48°16'42" E	52°47'15"
C27	180.00'	91.31'	90.33'	S 07°21'09" E	29°03'52"
C28	225.00'	60.27'	60.09'	S 14°12'37" E	15°20'56"
C29	225.00'	60.27'	60.09'	S 14°12'37" E	15°20'56"
C30	180.00'	116.91'	114.86'	S 03°16'42" E	37°12'45"
C31	25.00'	39.27'	35.36'	S 23°06'55" W	90°00'00"
C32	15.00'	13.62'	13.16'	S 85°52'29" E	52°01'15"
C33	50.00'	7.68'	7.67'	S 64°15'51" E	8°47'56"
C34	50.00'	48.00'	46.17'	N 83°50'13" E	54°59'57"
C35	50.00'	33.98'	33.33'	N 36°51'58" E	38°56'33"
C36	50.00'	33.98'	33.33'	N 02°04'35" W	38°56'33"
C37	50.00'	45.69'	44.12'	N 47°43'34" W	52°21'26"
C38	15.00'	11.84'	11.53'	S 51°17'54" E	45°12'47"
C39	15.00'	1.78'	1.78'	S 25°17'18" E	6°48'26"
C40	25.00'	38.62'	34.89'	N 22°22'17" E	88°30'43"
C41	15.00'	12.59'	12.22'	N 49°53'59" W	48°05'26"
C42	50.00'	37.23'	36.37'	S 52°36'54" E	42°39'37"
C43	50.00'	36.73'	35.91'	S 10°14'20" E	42°05'29"
C44	50.00'	33.98'	33.33'	S 30°16'41" W	38°56'33"
C45	50.00'	44.66'	43.19'	S 75°20'11" W	51°10'28"
C46	50.00'	15.50'	15.44'	N 70°11'40" W	17°45'50"
C47	15.00'	14.67'	14.09'	S 89°19'39" E	56°01'48"
C48	200.00'	63.06'	62.80'	S 75°39'36" W	18°03'57"
C49	15.00'	26.83'	23.39'	S 44°03'48" E	102°29'14"
C50	205.00'	103.99'	102.88'	S 07°21'09" E	29°03'52"
C51	15.00'	25.70'	22.67'	N 56°15'15" E	98°08'52"
C52	60.00'	16.64'	16.59'	S 52°30'22" W	15°53'39"
C53	155.00'	78.63'	77.79'	N 07°21'09" W	29°03'52"
C54	200.00'	28.48'	28.46'	S 17°48'19" E	8°09'31"
C55	200.00'	25.10'	25.08'	N 10°07'51" W	7°11'25"
C56	250.00'	7.96'	7.96'	N 07°26'52" W	1°49'27"
C57	250.00'	45.52'	45.45'	S 13°34'33" E	10°25'55"
C58	250.00'	13.50'	13.49'	S 20°20'18" E	3°05'34"
C59	250.00'	36.97'	36.93'	S 10°46'19" E	8°28'21"
C60	250.00'	30.00'	29.99'	N 18°26'47" W	6°52'35"
C61	200.00'	11.98'	11.97'	N 20°10'09" W	3°25'52"
C62	200.00'	41.60'	41.53'	S 12°29'41" E	11°55'04"
C63	15.00'	14.09'	13.57'	S 05°01'03" W	53°48'21"
C64	60.00'	20.64'	20.53'	S 22°04'04" W	19°42'20"
C65	60.00'	50.87'	49.36'	N 12°04'25" W	48°34'37"
C66	60.00'	33.77'	33.32'	S 52°29'04" E	32°14'40"
C67	60.00'	36.87'	36.29'	S 86°12'42" E	35°12'35"
C68	60.00'	40.94'	40.15'	N 56°38'04" E	39°05'54"
C69	60.00'	44.09'	43.11'	N 16°01'59" E	42°06'16"
C70	60.00'	65.28'	62.11'	N 36°11'22" W	62°20'27"
C71	60.00'	16.85'	16.80'	N 75°24'21" W	16°05'30"
C72	15.00'	16.12'	15.35'	N 52°40'05" W	61°34'01"
C73	15.00'	23.56'	21.21'	S 29°40'18" E	89°59'58"
C74	15.00'	23.56'	21.21'	S 60°19'40" W	90°00'01"
C75	205.00'	50.94'	50.81'	S 08°12'33" W	14°14'15"
C76	205.00'	44.41'	44.32'	S 05°06'54" E	12°24'40"
C77	205.00'	37.80'	37.74'	S 16°36'09" E	10°33'51"
C78	155.00'	18.93'	18.92'	N 18°23'07" W	6°59'56"
C79	155.00'	81.74'	80.79'	S 00°13'16" W	30°12'49"
C80	175.00'	80.82'	80.10'	S 61°26'31" E	26°27'36"
C81	175.00'	80.41'	79.71'	S 35°02'54" E	26°19'38"
C82	225.00'	26.12'	26.11'	S 71°20'45" E	6°39'09"
C83	225.00'	54.08'	53.95'	S 61°08'03" E	13°46'15"
C84	225.00'	45.08'	45.00'	S 48°30'35" E	11°28'42"
C85	225.00'	45.08'	45.00'	S 37°01'53" E	11°28'42"
C86	225.00'	36.94'	36.90'	N 26°35'18" W	9°24'27"
C87	15.00'	16.28'	15.49'	N 09°12'23" E	62°10'55"
C88	60.00'	39.11'	38.42'	N 21°37'18" E	37°21'03"
C89	60.00'	47.48'	46.25'	N 19°43'27" W	45°20'26"
C90	60.00'	39.53'	38.82'	N 61°16'15" W	37°45'11"
C91	60.00'	35.82'	35.29'	N 82°44'53" E	34°12'33"

FINAL PLAT
SCHWERTNER RANCH PHASE II
BEING PART OF THE G. Schneider Survey, Abstract No. 579
WILLIAMSON COUNTY, TEXAS

LEGEND

AE	PEDESTRIAN ACCESS EASEMENT
BM	BENCHMARK
DA	DRAINAGE AREA
DE	DRAINAGE EASEMENT
ELEV	ELEVATION
NTS	NOT TO SCALE
NO	NUMBER
RE	REFERENCE
REV	REVISION
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
OHE	OVERHEAD OR UNDERGROUND EASEMENT
UE	UTILITY EASEMENT
WWE	WATER AND WASTEWATER EASEMENT
FWLE	FENCE WALL AND LANDSCAPE EASEMENT
BFE	BASE FLOOD ELEVATION
FFE	FINISHED FLOOR ELEVATION
FE	FENCE EASEMENT
	½" IRON ROD FOUND
	½" IRON ROD W/ CAP MARKED "YALGO 6200" SET
	CHANGE IN BEARING
NO. # EL. ###	BENCHMARK
	OVERFLOW SWALE
	LOTS WITH MINIMUM FFE (SEE BFE/FFE TABLE)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 22°13'12" E	58.34'
L2	S 10°54'36" E	50.99'
L3	S 14°08'07" E	39.87'
L4	N 21°53'05" W	50.00'
L5	N 05°11'07" W	52.20'
L6	N 31°34'23" W	33.90'
L7	N 66°05'05" W	38.59'
L8	S 10°34'29" E	35.69'
L9	S 10°34'29" E	15.30'

CURVE TABLE CONTINUED

C92	60.00'	35.82'	35.29'	S 48°32'19" W	34°12'33"
C93	60.00'	37.94'	37.31'	S 13°19'03" W	36°13'59"
C94	60.00'	49.31'	47.93'	S 28°20'31" E	47°05'08"
C95	60.00'	24.22'	24.06'	S 63°26'59" E	23°07'49"
C96	15.00'	13.91'	13.42'	S 48°26'59" E	53°07'46"
C97	250.00'	18.70'	18.70'	N 68°46'14" E	4°17'12"
C98	250.00'	45.52'	45.45'	N 76°07'47" E	10°25'55"
C99	250.00'	45.55'	45.49'	N 86°33'55" E	10°26'21"
C100	250.00'	54.61'	54.50'	S 81°57'26" E	12°30'57"
C101	250.00'	4.48'	4.48'	S 75°11'09" E	1°01'39"
C102	60.00'	79.63'	73.91'	S 06°32'24" W	76°02'15"

REV.	DESCRIPTION	DATE	BY
2	REVISED CURVE TABLE AND LINE TABLE	02/27/2020	NMP
1	ORIGINAL RELEASE	01/16/2020	NMP

PRINTED ON December 18, 2020

PROJECT NUMBER: SW02	CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
APPROVED BY: KAC	CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 37.25 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 167
TOTAL TRACTS: 4

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing S 83°09'58" E, 559.17 feet from the P.O.B. of TRACT 1 and bearing S 67°54'02" W, 2256.44 feet from the P.O.B. of TRACT 2:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION

WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543
254-953-5353

ENGINEER INFORMATION

KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

SURVEYOR INFORMATION

LUTHER E. FROBISH, R.P.L.S.
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

Yalgo, LLC
3000 Illinois Ave., Suite 100
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PH (254) 953-5353
FX (254) 953-5057

Texas Registered
Engineering Firm F-10264

Texas Registered
Surveying Firm 10194095

FINAL PLAT
SCHWERTNER RANCH PHASE II
BEING PART OF THE G. Schneider Survey, Abstract No. 580
WILLIAMSON COUNTY, TEXAS

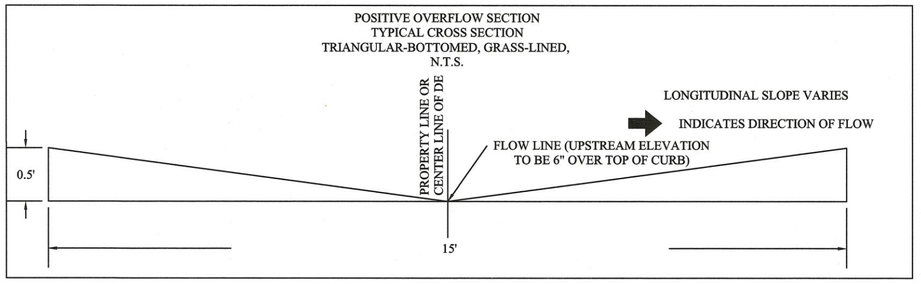
BFE / FFE TABLE

Lot #	Block #	BFE (ft)	FFE(ft)
10	1	799.2	801.2
11	1	797.86	799.86
12	1	795.79	797.79
28	1	795.61	797.61
29	1	795.61	797.61
30	1	795.1	797.1
31	1	793.57	795.57
32	1	790.41	792.41
18	3	785.11	787.11
19	3	780.9	782.9
20	3	780.9	782.9
21	3	780.9	782.9
22	3	780.9	782.9
23	3	780.9	782.9
24	3	780.9	782.9
25	3	780.9	782.9
26	3	780.9	782.9
27	3	780.9	782.9
28	3	780.9	782.9
29	3	780.9	782.9
30	3	780.9	782.9
31	3	780.9	782.9
32	3	780.9	782.9
33	3	780.9	782.9
34	3	780.9	782.9
35	3	780.9	782.9
36	3	780.9	782.9
37	3	780.9	782.9
38	3	780.9	782.9
39	3	780.9	782.9
40	3	780.9	782.9
41	3	780.9	782.9
42	3	780.9	782.9
43	3	780.9	782.9
44	3	780.9	782.9
45	3	780.9	782.9
65	4	780.53	782.53
66	4	777.9	779.9
67	4	777.4	779.4
68	4	776.51	778.51
69	4	779.74	781.74
70	4	779.74	781.74
71	4	772.69	774.69
72	4	772.82	774.82
73	4	772.48	774.48
74	4	772.38	774.38
75	4	771.91	773.91
76	4	771.52	773.52
77	4	771.27	773.27
78	4	771.3	773.3
79	4	770.79	772.79
80	4	770.49	772.49
81	4	770.16	772.16
82	4	769.87	771.87
83	4	767.42	769.42
84	4	766.94	768.94
85	4	766.94	768.94
86	4	766.79	768.79
87	4	766.38	768.38
88	4	766.31	768.31
89	4	766.22	768.22

Notes:
1. Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel frontage or 50 feet, whichever is less.
2. Driveways for Lots 14-17 Block 3, and 96-99 Block 3 shall connect only to Taggart Trail and not to County Road 313. Driveways for Lots 45-46 Block 3 shall connect only to Hammond court and not to County Road 313. Driveways for Lots 74 Block 3, and 117 Block 3 shall connect only to Ragnar Drive and not to County Road 313.
3. Storm water runoff must flow directly from all adjacent upstream lots to the downstream lots, without impediment or diversion to other lots and this restriction constitutes an easement in favor of the upstream lots for the same. The homebuilder/property owner must ensure that drainage for each individual lot allow storm water to pass from upstream lots to the downstream lots without impediment. This restriction is to be enforced by the HOA/The Village at Schwertner Ranch Residential Community, Inc. pursuant to Sec. 2.14 of the Declaration of Covenants, Conditional and Restrictions recorded in Doc # 2020088555.
4. The bearings recited hereon are grid bearings derived from GPS observations based on the Texas State Plane Coordinate System, NAD1983 (2011) datum, Texas Central Zone No. 4203. All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 0.9998522. Grid distance = Ground Distance x CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO 6200", unless otherwise noted herein. All coordinates can be referenced to a benchmark described as cotton spindle set in the north margin of County Road 313, bearing N 68° 32' 31" W, 492.74 feet from the most southerly corner of this tract. Observed GPS coordinates for said "X" in concrete benchmark are N=10269021.77, E=3160972.32 Z=820.52' (NAVD88-Geoid12A).
5. Except in certain isolated areas required to meet accessibility requirements, the minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
6. A de facto certificate of compliance is hereby issued for all lots within this subdivision. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area.
7. No buildings, fences, landscaping or other structures and / or obstructions which impede flow are permitted within the drainage easements shown.
8. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by regulatory authorities.
9. All easements on private property shall be maintained by the property owner or their assigns.
10. This subdivision is not located within the contributing zone of the Edwards Aquifer.
11. Building setback lines shall be in accordance with setbacks shown hereon, applicable owner restrictions recorded in county records or applicable ordinances.
12. No structure or improvement on any lot in this subdivision shall be occupied until connected to a water supply system approved by the Texas Commission on Environmental Quality.
13. No structure or improvement on any lot in this subdivision shall be occupied until connected to a wastewater collection system approved by the Texas Commission on Environmental Quality.
14. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
15. Water and wastewater systems serving this subdivision shall be designed and installed in accordance with the design and construction standards of the Texas Commission on Environmental Quality or Williamson County. Plans and specifications shall be submitted to TCEQ and other agencies as appropriate at the time such plans are prepared.
16. All streets are to be dedicated for public use.
17. All sidewalks are to be maintained by each of the adjacent property owners.
18. Driveway access to lots within this subdivision from side streets is prohibited.
19. Improvements within the county road right-of-way including, but not limited to, landscaping, irrigation, lighting, custom signs, is prohibited without first obtaining an executed license agreement with Williamson County.
20. This subdivision is subject to storm-water management controls as required by Williamson County subdivision regulations, section B11.1, on new development that would evoke such controls beyond existing conditions
21. The owner shall create a mandatory homeowners association that shall be responsible for the maintenance and liability of any landscaping, irrigation, sidewalks, illumination, subdivision identification signs, water quality features, etc. placed within the Williamson County right-of-way. This homeowners association shall have assessment authority to insure the proper funding for the maintenance.
22. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
23. Temporary turn around shall be provided with the construction of Ragnar Drive.
24. Tracts D and E are dedicated to Williamson County, Texas for C.R. 313 ROW.
25. Tracts F and G shall be owned and maintained by the Home Owners Association.

DRAINAGE EASEMENT NOTE (APPLIES TO AREAS WITH THESE ARROWS ➡):
To allow for proper drainage conditions, all drainage easements shall be properly graded, maintained free and clear of obstructions, and special positive overflow sections (swales) shall be provided where shown hereon. Positive overflow sections (swales) shale be sloped to provide stormwater flow (i.e., drainage) from the front to rear of Lots 20 & 21 Block 3, and Lots 87 & 88 Block 4, and will be maintained by the lot owner(s).

No portion of this tract is within a Special Flood Hazard Area per FEMA's Flood Insurance Rate Map (FIRM) Panel for Williamson County, Texas Dated September 26, 2008, panel numbers 48491C0150E. The Surveyor does not certify as to the accuracy or inaccuracy of said information and does not warrant, or imply, that structures placed within the Special Flood Hazard Areas shown hereon, or any of the platted areas, will be free from flooding or flood damage.



Road Table

Name	Design Speed (mph)	Length (ft)	ROW Width (ft)	Pavement Width (ft)	Classification	Designation
Akston Court	25	520	50	30	Local	Public
Hammond Court	25	759	50	30	Local	Public
Midas Lane	25	203	50	30	Local	Public
Ragnar Drive	25	757	50	30	Local	Public
Taggart Trail	25	1774	50	30	Local	Public
Taggart Court	25	602	50	30	Local	Public

REV.	DESCRIPTION	DATE	BY
2	REMOVE DUPLICATE NOTE	02/27/2020	NMP
1	ORIGINAL RELEASE	01/16/2020	NMP

PROJECT NUMBER: SW02
CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
APPROVED BY: KAC
CLIENT LOCATION: KILLEEN, TX
AUTHORIZED BY: WBW

PRINTED ON December 18, 2020

PROJECT INFORMATION
TOTAL SIZE: 37.25 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 167
TOTAL TRACTS: 4

BENCHMARK
Cotton spindle set in the north margin of County Road 313 - bearing S 83°09'58" E, 559.17 feet from the P.O.B. of TRACT 1 and bearing S 67°54'02" W, 2256.44 feet from the P.O.B. of TRACT 2:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543
254-953-5353

ENGINEER INFORMATION
KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

SURVEYOR INFORMATION
LUTHER E. FROBISH, R.P.L.S.
YALGO ENGINEERING
3000 ILLINOIS AVE. STE. 100
KILLEEN, TX 76543

Yalgo, LLC
3000 Illinois Ave., Suite 100
Killeen, TX 76543
PH (254) 953-5353
FX (254) 953-5057

Texas Registered
Engineering Firm F-10264

Texas Registered
Surveying Firm 10194095

FINAL PLAT
SCHWERTNER RANCH PHASE II
BEING PART OF THE G. Schneider Survey, Abstract No. 579
WILLIAMSON COUNTY, TEXAS

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

We, WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107, sole owner of the certain 37.25 ACRES tract of land shown hereon and described in a deed recorded in Document # 2019092046, 09/27/2019 of the Official Records of Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as SCHWERTNER RANCH PHASE II.

TO CERTIFY WHICH, WITNESS by my hand this 18th day of December, 2020.

WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107,
a Texas Series Limited Liability Company

By: _____
Bruce Whitis, President

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

This instrument was acknowledged before me on December 18, 2020 by Bruce Whitis, in his capacity as President of WBW Single Development Group, LLC—Series 107, a separate series of WBW Single Land Investment, LLC, a Texas series limited liability Company, on behalf of said series.

_____
Notary Public, State of Texas

NEELY ANNE ROPER
My Notary ID # 4001207
Expires June 25, 2024

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

I, Luther E. Frobish, Registered Professional Land Surveyor in the State of Texas, do hereby certify that to the best of my knowledge and belief, this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of the City of Taylor, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Killeen, Bell County, Texas, this 18 day of December, 2020.

_____
LUTHER E. FROBISH
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6200

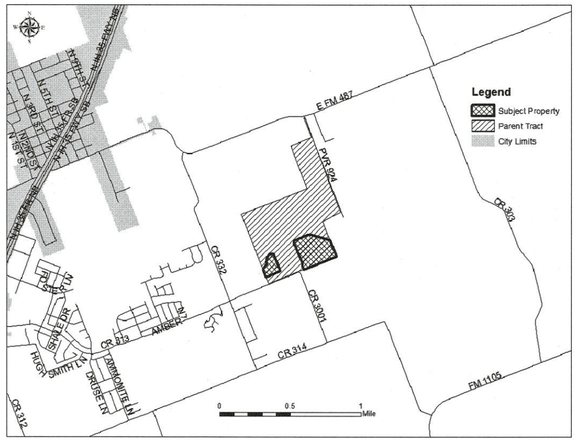
STATE OF TEXAS REGISTERED LUTHER FROBISH 6200 PROFESSIONAL LAND SURVEYOR

I, Keith A. Caldwell, am authorized under the laws of the State of Texas to practice the profession of engineering and hereby certify that to the best of my knowledge and belief, this plat complies with the applicable ordinance of Williamson County, Texas and that no portion of this subdivision is contained within the 100 year flood plain as identified on the Federal Emergency Management Agency flood insurance rate map, community panel number 48491C0150E, dated September 26, 2008 for Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Killeen, Bell County, Texas, this 18 day of December, 2020.

_____
KEITH A. CALDWELL
REGISTERED PROFESSIONAL
ENGINEER NO. 101956

STATE OF TEXAS KEITH A. CALDWELL 101956 LICENSED PROFESSIONAL ENGINEER



VICINITY MAP
NOT TO SCALE

Road name and address assignments verified this the 29 day of December, 20 20 A. D.

Cindy Bridges
Williamson County Addressing Coordinator
Cindy Bridges

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

I, Bill Gravell, Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

_____ _____
Bill Gravell, Jr., County Judge Date
Williamson County, Texas

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20__, A.D., at ___ o'clock, __.M., and duly recorded this the ___ day of _____, 20__, A.D., at ___ o'clock, __.M., in the Official Public Records of said County in Document No. _____.
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

REV.	DESCRIPTION	DATE	BY
1	ORIGINAL RELEASE	01/16/2020	NMP

PROJECT NUMBER: SW02
APPROVED BY: KAC
AUTHORIZED BY: WBW
CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 107
CLIENT LOCATION: KILLEEN, TX

PROJECT INFORMATION
TOTAL SIZE: 37.25 ACRES
TOTAL BLOCKS: 3
TOTAL LOTS: 167
TOTAL TRACTS: 4

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Cotton spindle set in the north margin of County Road 313 - bearing S 83°09'58" E, 559.17 feet from the P.O.B. of TRACT 1 and bearing S 67°54'02" W, 2256.44 feet from the P.O.B. of TRACT 2:

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OWNER INFORMATION
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254-953-5353

ENGINEER INFORMATION
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Texas Registered
Engineering Firm F-10264

Texas Registered
Surveying Firm 10194095

SHEET 4 OF 4

PRINTED ON December 18, 2020

Commissioners Court - Regular Session **38.**

Meeting Date: 01/12/2021

1st Amd Restated

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 a First Amended and Restated Professional Services Agreement For Coronavirus Disease (COVID-19) Vaccination Services, 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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1st Amd Restated Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 12:01 PM
Form Started By: Hal Hawes		Started On: 01/07/2021 11:55 AM
Final Approval Date: 01/07/2021		

FIRST AMENDED AND RESTATED
WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR
CORONAVIRUS DISEASE (COVID-19)
VACCINATION SERVICES

This First Amended and Restated Professional Services Agreement For Coronavirus Disease (COVID-19) Vaccination Services ("First Amended and Restated Agreement") is entered into between Williamson County, Texas, ("County"), and Family Emergency Room, LLC ("Provider"), for the purpose of providing vaccination services for the Coronavirus Disease (COVID-19) for Williamson County emergency services personnel and other Williamson County employees, which the Commissioners Court finds to be a professional service that serves a public purpose and serves the public welfare of the citizens of Williamson County, Texas and to which the Commissioners Court finds necessary to preserve the health and safety of the residents of Williamson County, Texas.

I.
GENERAL SCOPE OF AGREEMENT

A. Service. Provider shall provide medical services through its qualified medical professionals for administering COVID-19 vaccinations pursuant to the terms set out herein.

B. Initial Recipients of Vaccinations. The initial recipients of the COVID-19 vaccinations under this First Amended and Restated Agreement shall be County's Emergency Services Personnel. For purposes of this First Amended and Restated Agreement, County's "Emergency Services Personnel" shall include, but not be limited to County's Emergency Medical Services personnel, law enforcement and corrections personnel, victim services personnel, Mobile Outreach Team personnel, Department of Emergency Management personnel (Emergency Communications personnel, Emergency Management personnel, etc.) and other County personnel that are supporting the County's response to the COVID-19 pandemic.

C. Designated Williamson County Staff and Personnel. In addition to providing vaccination services to the above-described County's Emergency Services Personnel, Provider agrees to provide vaccination services to Williamson County employees who meet the eligibility requirements for vaccination as set by the State of Texas, which shall not exceed 1900 employees.

D. Municipal, Emergency Services District and Volunteer Fire Department Personnel. In the event that CARES Act funding that has been allocated to the County can be used for funding Provider's services hereunder, County will notify Provider that it may also provide such vaccination services to emergency services personnel of municipalities having their city council chambers located within Williamson County, Texas, Emergency Services Districts (ESDs) that have a majority of their districts within Williamson County, Texas, Volunteer Fire Departments (VFDs) that have a majority of their districts within Williamson County, Texas and any other emergency services personnel the County authorizes for vaccination under this First Amended and Restated Agreement. For purpose of this paragraph, emergency services personnel of municipalities, ESDs and VFDs shall mean and be limited to fire services personnel, emergency medical services personnel, law enforcement personnel (including victim services personnel), mental health services personnel, emergency management and operations personnel (emergency communications personnel, emergency management personnel, etc.) and other emergency services personnel that are directly supporting emergency response efforts to the COVID-19 pandemic in Williamson County, Texas, as determined by County.

E. Locations. Provider agrees to provide the vaccination services at the following facilities ("Facilities"):

1. Family Emergency Room Cedar Park
   3620 E. Whitestone Blvd
   Cedar Park, TX 78613

2. Family Emergency Room Lakeline
   1860 S. Lakeline Blvd
   Cedar Park TX 78613

3. Family Emergency Room Round Rock
   1925 A.W Grimes
   Round Rock, TX 76644

4. Family Emergency Room Georgetown
   1210 W. University Ave
   Georgetown, TX 78628

5. Other locations that Provider may designate and establish, as necessary, in Williamson County.

F. Vaccinations to be Used. County will coordinate with Provider to obtain vaccinations that are made available through the State of Texas, federal government and/or private parties for use pursuant to the terms of this First Amended and Restated Agreement.

G. Standard. All services by Provider shall be performed according to the regularly accepted standards of medical care in the State of Texas. Provider will be under no obligation to provide any inpatient care, hospitalization, or other medical services which are beyond performance of

vaccinations described herein. Provider maintains cold storage capabilities that will be utilized if such vaccinations require it.

H. Notices and Communications. Each party will set up points of contact within each organization for scheduling, data exchange, billing, legal, other logistics as deemed necessary and exchange such information at least 24 hours prior to launching the County funded and supported vaccinations operation.

II.
VACCINATION PROCEDURE AND CRITERIA

A. Scheduling Vaccination Appointments. County and Provider will coordinate with one another in order to set up a system for scheduling appointments for County's Emergency Services Personnel and County Employees to be vaccinated at a participating Provider Facility. Provider shall not bill County Employee's insurance for vaccination services. Provider shall not provide vaccination services to anyone that is not a County Employee with a valid identification under the terms of this First Amended and Restated Agreement. Non-County employees (such as spouses, children, etc.) that are covered by County insurance may have their insurance billed for vaccination services.

B. Payment for Services Beyond Scope of Vaccinations. County and Provider agree that Provider may bill insurance providers or arrange for patient self-pay for any services beyond the COVID-19 vaccinations provided by the County under this First Amended and Restated Agreement and County shall not be obligated to pay for any services beyond the vaccinations provided by the County.

C. Post-Vaccination Procedures. Provider will provide each vaccinated person with any necessary post-vaccination procedures and instructions.

III.
TERM

This First Amended and Restated Agreement shall be effective as of November 24, 2020, which is the date of the execution of the original Agreement ("Effective Date") and continue until December 31, 2021, or the date the parties mutually agree to terminate this First Amended and Restated Agreement, whichever comes first.

IV.
COSTS AND PAYMENT TERMS

A. Costs. County shall pay Provider **$70.00** for each vaccination performed hereunder. The said vaccination fee shall provide payment for Provider's administration of the vaccine and all other related costs associated with administering the vaccination, which shall include, but not be limited to any Personal Protective Equipment ("PPE"), staffing, data entry, vaccine storage and other supply costs necessary to administer the vaccine.

B. Payment Terms. County's payment for costs incurred hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be submitted to the Williamson County Auditor, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 and shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of the 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 Provider of the discrepancy. Following County's notification of any discrepancy as to an invoice, Provider 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.

V.
RIGHT TO AUDIT

Subject to and in accordance with HIPAA regulations, Provider agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this First Amended and Restated Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Provider which are directly pertinent to the services to be performed under this First Amended and Restated Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Provider agrees that County shall have access during normal working hours to all necessary Provider 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 Provider reasonable advance notice of intended audits. In no circumstances will Provider be required to create or maintain documents not kept in the ordinary course of Provider's business operations, nor will Provider be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VI.
AGENCY-INDEPENDENT CONTRACTOR

Neither the County nor any employee thereof is an agent of Provider and neither Provider nor any employee thereof is an agent of the County. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

VII.
INSURANCE

Provider agrees to maintain professional liability insurance and general liability coverage, at its own expense, for the entire period in which claims could arise for services performed under this First Amended and Restated Agreement, in amounts that Provider deems necessary. In no event shall either party be responsible for punitive damages other than with respect to claims of third parties, or any consequential, incidental, or special damages (including lost profits or revenue) of the other party.

VIII.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this First Amended and Restated Agreement without the prior written consent of the other party. This First Amended and Restated Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

IX.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this First Amended and Restated Agreement may bring a cause of action pursuant to this First Amended and Restated Agreement as a third-party beneficiary. This First Amended and Restated Agreement may not be interpreted to waive the sovereign immunity of any party to this First Amended and Restated Agreement to the extent such party may have immunity under Texas law.

X.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this First Amended and Restated 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.

XI.
TERMINATION

This First Amended and Restated Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least ten (10) days prior to the intended date of termination.

XII.
NOTICE

Any notice or other writing required by this First Amended and Restated Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

County: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street
Suite 101
Georgetown, Texas 78626

Provider: Family Emergency Room, LLC
c/o Marc Daniel, Chief Laboratory Officer
3620 E Whitestone Blvd.
Cedar Park, TX 78613
Email: mdaniel@familyemergencyroom.com

XIII.
SEVERABILITY

If any provision of this First Amended and Restated Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire First Amended and Restated Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this First Amended and Restated Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this First Amended and Restated Agreement and be deemed to be validated and enforceable.

XIV.
VENUE AND GOVERNING LAW

Each party to this First Amended and Restated 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 First Amended and Restated Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this First Amended and Restated Agreement is governed by the laws of the United States, this First Amended and Restated Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XV.
NO WAIVER OF IMMUNITIES

Nothing in this First Amended and Restated Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XVI.
PATIENT INFORMATION; REGULATORY COMPLIANCE. HIPAA COMPLIANCE

A. Records. Records will be maintained and managed by Provider for all vaccinations performed by it. Each party will comply with all applicable laws and regulations related to the maintenance, uses and disclosures or protected health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the regulations issued thereunder. Subject to full compliance with all laws and regulations relating to the use and disposition of protected health information, each party will have the right to use, reproduce, display, distribute, modify and disclose data generated from these vaccinations for all purposes permitted or required by law, including for clinical research. The provisions of this section shall survive the termination of this First Amended and Restated Agreement.

B. Access to Records and Orders. Provider shall make available to AIT all physician orders, medical records or other information related to any requisition submitted by Provider to AIT that AIT is required to provide in any regulatory or accreditation audit or review. Provider shall provide such documents to AIT as promptly as possible, but not later than twenty-four (24) hours after a request by AIT.

C. Regulatory Compliance. Each party agrees that the intent of this relationship is to parties intend to conduct this relationship in full compliance with all applicable laws and regulations, including, without limitation, the fraud and abuse provisions of 42 U.S.C. § 1320a-7 et seq., the physician self-referral prohibitions of 42 U.S.C. § 1395nn and HIPAA (defined below). Should either party reasonably conclude that any portion of this First Amended and Restated Agreement is or may be in violation of such requirements or subsequent enactments by federal, state or local authorities, the parties agree to negotiate written modifications to this First Amended and Restated Agreement as may be necessary to establish compliance with such authorities or to reflect applicable changes.

D. HIPAA Compliance. Unless otherwise permitted by applicable law, each party to this First Amended and Restated Agreement shall not use or disclose certain confidential, proprietary, and nonpublic financial and other information concerning patients ("Protected Health Information") in violation of the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" and The Health Information Technology for Economic and Clinical Health ("HITECH"), each as amended. Each party agrees to use their best efforts to

comply with HIPAA and HITECH, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provided Protected Health Information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA and HITECH.

E. Federal Exclusion. Each party represents that neither that party nor any entity owning or controlling that party is excluded from any federal health care program including the Medicare/Medicaid program or from any state health care program. Each party further represents that it is eligible for Medicare/Medicaid participation. Each party agrees to disclose immediately any material federal, state, or local sanctions of any kind, imposed subsequent to the date of this First Amended and Restated Agreement, or any investigation which commences subsequent to the date of this First Amended and Restated Agreement, that would materially adversely impact the parties' obligations hereunder.

F. Billing for Services. County shall not provide any billing or coding advice to Provider in the event Provider bills any third-party for services. The billing of services to any third-party shall be done in the sole discretion of Provider. Provider shall be responsible for compliance with all applicable state and federal laws. Provider shall be responsible for adhering to all applicable pass through billing laws, including, but not limited to, any applicable antimarkup and disclosure requirements in an applicable state, and applicable payor policies.

G. Access to Books and Records. If the services to be provided by Provider hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v)(1)(I), Provider shall make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this First Amended and Restated Agreement and the books, documents and records of Provider that are necessary to certify the nature and extent of the costs incurred under this First Amended and Restated Agreement for the period required by law. If Provider provides any services through a subcontract with a value or cost of $10,000.00 or more over a twelve (12) month period, then, in addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, for the period required by law, the subcontractor shall make available upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the contract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this First Amended and Restated Agreement.

H. During the term of this First Amended and Restated Agreement, upon reasonable prior written request and during normal business hours, Provider shall allow County reasonable access to Provider's records concerning the services provided hereunder. Provider warrants and represents that it has obtained any necessary written authorization from Provider patients for the release of such records. Such authorization shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of HIPAA.

XVII.
ENTIRE AGREEMENT

This First Amended and Restated Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This First Amended and Restated Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this First Amended and Restated Agreement on the date set forth below, to be effective as of the date set out herein.

County:

Williamson County, Texas

_____
Bill Gravell, Jr.
Williamson County Judge

Date: _____ ___, 20____

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 (Jan 7, 2021 16:50 CST)
Henry L. Higgins, Managing Member

Date: Jan 7, 2021, 2021

1st Amd Restated Professional Services Agreement - FER - COVID-19 Vaccination Services (Final)

Final Audit Report 2021-01-07

Created:	2021-01-07
By:	Mary Dale (mary@themarydalelawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfalQXNv8PG9HzlvuQ9zg_FzBk3l3CJkP

"1st Amd Restated Professional Services Agreement - FER - COVID-19 Vaccination Services (Final)" History

Document created by Mary Dale (mary@themarydalelawfirm.com)
2021-01-07 - 6:25:40 PM GMT- IP address: 66.68.97.248

Document emailed to Henry Higgins (hhiggins.cpec@gmail.com) for signature
2021-01-07 - 6:28:10 PM GMT

Email viewed by Henry Higgins (hhiggins.cpec@gmail.com)
2021-01-07 - 10:49:46 PM GMT- IP address: 66.249.80.175

Document e-signed by Henry Higgins (hhiggins.cpec@gmail.com)
Signature Date: 2021-01-07 - 10:50:17 PM GMT - Time Source: server- IP address: 70.113.47.83

Agreement completed.
2021-01-07 - 10:50:17 PM GMT

Adobe Sign

Commissioners Court - Regular Session **39.**

Meeting Date: 01/12/2021

Covid

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the County's response for employees directly affected by COVID-19, included, but not limited to, employee accruals, work schedules, and the FMLA process.

Background

The Families First Coronavirus Response Act (FFCRA) provided up to 80 hours of paid sick and family leave under the Emergency Paid Sick leave Act (EPSLA) along with up to 10 weeks of partially paid family and medical leave under the Emergency Family and Medical Leave Expansion Act (EFMLEA) to eligible employees who were unable to work because of certain COVID-19-related reasons. These FFCRA provisions expired on December 31, 2020.
Now, if an employee needs to take sick leave for their care or the care of an approved family member, normal FMLA guidelines apply, as well as the utilization of their own sick leave accruals. Our FMLA policy is on pages 11 and 12 of the Employee Policy Manual. We do not have additional direction from the federal government regarding potential childcare issues, employees that do not qualify for FMLA, or a modified certification process.

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	01/07/2021 09:34 AM

Form Started By: Rebecca Clemons Started On: 01/07/2021 09:07 AM

Final Approval Date: 01/07/2021

Commissioners Court - Regular Session **40.**

Meeting Date: 01/12/2021

Curative Agreement

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Vaccine Administration Agreement between Williamson County, Texas and Curative Medical Associates Inc.; 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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/08/2021 11:24 AM
Form Started By: Rachel Rull		Started On: 01/08/2021 11:06 AM
Final Approval Date: 01/08/2021		

VACCINE ADMINISTRATION AGREEMENT

This Vaccine Administration Agreement ("Agreement") is entered into this_____day of _____, 2021, by and between the_____(hereafter referred to as "Partner") and Curative Medical Associates Inc. (hereafter referred to as "Curative"). Curative and Partner shall be referred to hereafter individually as a "Party", and collectively as the "Parties" to this Agreement.

I. PURPOSE

This AGREEMENT states the terms of the engagement between the Partner and Curative Inc. The purpose of this engagement is for Curative to leverage its logistical expertise, mobile vaccination infrastructure and large-scale vaccination site management capacity to assist with the Partner's vaccination efforts against Novel Coronavirus 2019 (COVID-19).

Implementing the policies, procedures, and infrastructure for COVID-19 vaccination is a substantial logistical challenge that can be effectively addressed through public-private partnerships. In regions across the United States, the existing public health infrastructure has variable capacity to implement measures needed to rapidly vaccinate the population. The Partner has an urgent need for public-private partners to provide assistance with the vaccination effort and to ensure ongoing capacity to respond to COVID-19 in the Partner's geography.

Curative is a company with logistics experience gained from coordinating COVID-19 testing with public and private entities across the United States. The company has also delivered influenza vaccination, in support of government agencies' public health goals. To achieve this, Curative has become a qualified provider in state and county-level systems, can securely report patient information directly into Immunization Registries in full compliance with HIPAA, and can receive and warehouse publicly allocated doses of vaccine according to the guidelines set forth by the United States Center for Disease Control (CDC) and vaccine manufacturers.

Under this agreement, Curative will proceed with hiring and operating vaccination teams, pursuing partnerships with academic institutions and community organizations, and acquiring all equipment necessary to deliver COVID-19 vaccination in the Partner's geography and in support of the Partner's plans for population-scale immunization against COVID-19.

II. TERM

The term of this AGREEMENT shall commence upon date of execution and terminate when all of the obligations under this AGREEMENT are fully satisfied, but in any event no later

than_____, unless terminated or extended, in whole or in part, as provided herein.

III. PAYMENT

Curative shall be entitled to bill patient insurance for the cost of vaccine administration, according to rates and guidelines set forth by the CDC. Curative shall bear the risks incidental to performance hereunder and seek necessary insurance. The Partner agrees to assist coordination with organizations that manage vaccination sites to agree upon in-kind support. Furthermore, the Partner agrees to reimburse Curative for some portion of operating costs, as mutually agreed upon and documented in writing, after Curative's initial site assessment and prior to initiating vaccination.

IV. DESCRIPTION OF SERVICES

A. CURATIVE RESPONSIBILITIES

Curative agrees to the terms of this AGREEMENT and shall commit to and perform the following duties to fulfill its obligations under this AGREEMENT:

1. Administer vaccines to_____populations as mutually agreed with the Partner.

2. Recover costs by billing health insurance plans or Federal sources of funding for uninsured persons; neither the Partner nor vaccine recipients will receive a bill for the balance of any unreimbursed individuals.

3. Coordinate vaccination clinics.

4. Deploy Curative's own software platform for scheduling clinics and managing patient information.

5. Work with the Partner and the Partner's designees to develop a model for COVID-19 vaccination at fixed sites and at mobile clinics.

6. Curative's communication and outreach team will work with Partner to align messaging and communication efforts regarding this effort.

B. PARTNER RESPONSIBILITIES

The Partner agrees to the terms of this AGREEMENT and shall commit to and perform the following duties to fulfill its obligation under this AGREEMENT:

1. Provide direction relating to policy, information, and procedural requirements.

2. Coordinate with Curative to administer COVID-19 vaccines throughout the term of this AGREEMENT.

3. Maintain a clear channel of communication with Curative to address status or needs which arise with COVID-19 vaccine administration.

4. Determine and provide a prioritization hierarchy for the specific groups and settings that are to receive vaccine.

5. Establish or provide guidelines for vaccination.

6. Determine the allocation of doses for different groups/entities that will receive vaccination.

7. Provide support for Curative's application to or integration with public data platforms for partner qualification or information reporting.

8. Work with Curative to develop a model for COVID-19 vaccination at fixed sites and at mobile clinics.

V. DESIGNATION OF RESPONSIBLE PARTIES

All notices hereunder shall be in writing, personally delivered, sent by certified mail, return receipt requested, or by confirmed email, addressed to the other party as follows: The following persons, identified by position and title, have been designated as the responsible parties for all communications, including required notices, related to the AGREEMENT:

1. Partner:
   Address:
   Email:
   Phone:

2. Curative:

   Noreen Farsai, Vaccine Program Lead
   Curative Inc.
   430 S. Cataract Avenue
   San Dimas, CA 91773
   Email: noreen@curative.com

Phone: (949) 554-5191

VI. LIMITATION OF LIABILITY, INDEMNIFICATION, AND INSURANCE

Limitation of Liability: To the maximum extent provided by law, in no event shall either party be responsible for any special, indirect, consequential, exemplary damages of any kind, including loss of profits and/or indirect economic damages whatsoever, and regardless of whether such damages arise from claims based upon contract, negligence, tort or other. In no

Indemnity: Each Party agrees to defend, hold harmless, and indemnify the other and their of-ficers, employees and agents harmless from third party claims, demands, costs, expenses, claims, suits or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services provided under this Agreement. The provisions of this Paragraph shall survive the termination of this Agreement. IN NO EVENT SHALL ANY PROVISION IN THIS AGREEMENT BE CONSTRUED AS A WAIVER OF STATUTORY IMMUNITY PROVIDED TO CURATIVE UNDER THE PREP ACT See 85Fed. Reg. 15,198 (March 17, 2020); see also Pub. L. No. 109-148, Public Health Service Act § 319F-3, 42 U.S.C. § 247d-6d and 42 U.S.C. § 247d-6e

Insurance: Each party shall be responsible for providing disability, workers' compensation, professional liability or other insurance as well as licenses and permits usual or necessary for performing the services under this agreement. Curative agrees to maintain professional liabil-ity and commercial general liability insurance to cover its Services provided hereunder in the minimum amounts of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) annual aggregate. Curative agrees to furnish upon request with a current and valid certificate of insurance from Curative's insurance carrier verifying the nature and amounts of coverage and Curative agrees to keep and maintain such insurance coverage in full force and effect during the term of this Agreement.

VII. CONFIDENTIALITY

(a) Confidential Information: Curative and Partner acknowledge that they may gain access to the confidential business information of the other and/or its affiliates in the course of per-forming their obligations under this Agreement. Except as required by law or legal process, Curative and Partner each agrees that it will hold in confidence, safeguard, and not use (except as required by those employees, officers, directors, or consultants, acting pursuant to thisAgreement or as required by law or legal process) or disclose, disseminate or make available to third parties, except the Partner's affiliates, information related to proprietary research techniques and technology, types of supplies, pricing for supplies, patient information (in-cluding but not limited to, social security numbers, addresses, insurance information, results, and diagnosis information), and any other confidential

information of the disclosing party and/or its affiliates at the time of disclosure (together "Confidential Information"). Curative and Partner each agrees to treat such Confidential Information it receives from or on behalf of the other with the same degree of care that it treats its own proprietary information, but with no less than a reasonable degree of care.

(b) Exceptions to Confidential Information: Notwithstanding subsection (a) above, information shall not be deemed Confidential Information if it (i) is or becomes generally known to the public through no unlawful act of the recipient; (ii) was known to the recipient at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the recipient without any use of the disclosing party's Confidential Information; (v) becomes known to the recipient from a source other than the disclosing party without breach of this Agreement and otherwise not in violation of the disclosing party's rights; or (vi) is required to be disclosed in accordance with law or court order.

(c) Return of Confidential Information: Each party shall promptly return or destroy all Confidential Information of the other party it holds in written form and all copies of it, in any format, upon the other party's written demand or the expiration or termination of this Agreement, except for Confidential Information that may be incorporated in any information that the recipient is required to maintain by law to verify the work that it performed, which may be retained by the recipient subject to the restrictions contained in this Section. For the avoidance of doubt, retention of electronic back-up and archival copies of Confidential Information maintained pursuant to regular data archiving and record retention policies and practices shall not be deemed to be a violation of this Agreement.

(d) Confidential Health Information. The Parties acknowledge that, in the performance of the Services under this Agreement, they may have access to certain sensitive or private information related to the health or well-being of an individual or individuals ("Confidential Health Information") which is stored by or accessible to the other Party. Each of the Parties agrees to: (i) use or disclose the Confidential Health Information only as such Party is required to use or disclose such information in connection with the matters referred to in this Agreement; (ii) safeguard such information to the same extent as it does its own Confidential Health Information and proprietary information; (iii) limit the making of any copies, extracts or reproductions of Confidential Health Information to those occasions which are necessary to carry out the duties under this Agreement and safeguard the copies, extracts or reproductions made of such information; (iv) not use such information after termination of this Agreement for any reason unless otherwise agreed; and (v) access only the Confidential Health Information which is necessary to perform the duties under this Agreement.

(e) HIPAA/Protected Health Information. Except as required by law to report certain data pertaining to COVID-19 vaccinations. In the event that any PHI within the meaning of the

Health Insurance Portability and Accountability Act of 1996, and its amendments thereto, including 45 CFR Parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act and the Final Omnibus Rules (collectively "HIPAA") is received by Curative, Curative shall comply with all applicable requirements under HIPAA to safeguard such PHI and prevent the use or disclosure of such PHI other than as provided for under this Agreement. Each of the Parties will, and will cause their respective personnel to, comply with its own applicable obligations under HIPAA and other guidelines, policies and regulations pertaining to using patient samples and PHI.

VIII. RECORDS MAINTENANCE

Curative shall maintain accurate and complete records of its activities and operations and, if legally required, with reasonable advance notice from Partner, during Curative's normal business hours, allow Partner access to examine or audit these activities and operations. These records shall be maintained by Curative and made available to Partner during the term of this AGREEMENT and for a period of three years thereafter. If an audit of Curative is conducted by a Federal or State Auditor, Curative shall provide a copy of the report to Partner within thirty days.

IX. RECORDS INSPECTION

If applicable to Curative and required by law, in accordance with State or Federal law and pursuant to this AGREEMENT, at any time with reasonable advance notice to Curative, during normal business hours and as often as either the Partner, its designees, the Federal or State government may deem necessary, Curative must make available for examination all of its records with respect to all matters covered by this Agreement. The Partner, or its designees, or the Federal or State government each have the authority to audit, examine and make excerpts or transcripts from records and other data covered by this AGREEMENT. Curative agrees to provide any reports requested by the Partner or Partner regarding performance of this AGREEMENT.

X. TERMINATION

Either party may terminate this AGREEMENT at any time upon ten (10) days prior written notice for any reason; provided, however, during this ten (10) day period Curative shall use its reasonable efforts to complete any books and records relating to the services of Curative relating to the services of this AGREEMENT. Termination of this AGREEMENT shall not relieve the Parties of their reporting and auditing obligations and any other provisions set forth in this AGREEMENT.

XI. MISCELLANEOUS

Assignment: Without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, neither Party may assign any of its rights or obligations here-under. Notwithstanding anything to the contrary herein contained, either Party may assign its rights or obligations hereunder in the entirety (i) to its parent or any subsidiary or successor corporation without prior written consent and (ii) in connection with a merger, reorganiza-tion, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains; provided, however, that nothing contained herein shall release the assigning Party from its obligations hereunder. Subject to the foregoing, this Agreement in-ures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

Entire Agreement: This Agreement, including Exhibits, contains the entire understanding between Partner and Curative and supersedes any and all prior agreements, understandings, and arrangements between them relating to the subject matter hereof. No amendment, change, modification or alteration of the terms and conditions hereof shall be binding unless in writing and signed by the Parties to be bound.

Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue in Dallas County, Texas.

Waiver: The failure of either Party to this Agreement to exercise or enforce any right con-ferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall a waiver of any right hereunder at any given time be deemed a waiver thereof for any other time.

Severability: It is the intention of the Parties that the provisions of this Agreement shall be enforceable to the fullest extent permissible under applicable laws, and that the invalidity or unenforceability of any provisions under such laws will not render unenforceable, or impair, the remainder of the Agreement. If any provisions hereof are deemed invalid or un-enforceable, either in whole or in part, this Agreement will be deemed amended to modify, or delete,as necessary, the offending provisions and to alter the bounds thereof in order to render it valid and enforceable.

Non-Exclusive Arrangement: Curative acknowledges that this is a non-exclusive arrangement and that this Agreement places no restrictions on Partner's ability to use other laboratories and that Partner does not guarantee any minimum volume of specimens to be referred to Curative for Services under this Agreement.

Relationship of the Parties: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties. Neither

Party is an agent of the other and neither Party has any authority whatsoever to bind the other Party, by contract or otherwise.

Force Majeure: Either Party shall be excused from non-performance or delay in performance to the extent that such non-performance or delay in performance arises out of causes beyond the control and without the fault or negligence of the non-performing Party. Such cases include, but are not limited to, acts of God, the public enemy or terrorism, laws or acts of any government in either its sovereign or contractual capacity, fires, floods, epidemics, pandemics (including COVID-19), strikes or freight embargo. Written notice of a Party's failure or delay in performance due to force majeure must be given to the other Party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof.

Section Headings: Section headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning and interpretation of this Agreement.

Execution in Counterparts: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it.

IN WITNESS HEREOF, the parties hereto have executed this AGREEMENT on the day, month, and year indicated on page one of this AGREEMENT.

PARTNER

_____

Name:
Position:
Date:

CURATIVE INC.

_____

Isaac Turner, Ph.D
Co-founder, Chief Information Officer
Date:

Commissioners Court - Regular Session **41.**

Meeting Date: 01/12/2021

Williamson County EMS Donation

Submitted For: Michael Knipstein **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Williamson County EMS has received donations from Mary Deatley and Julie O'Conner.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367401	EMS Donations	$5001.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/06/2021 05:52 PM
Form Started By: Theresia Carter		Started On: 01/06/2021 03:08 PM
Final Approval Date: 01/06/2021		

Commissioners Court - Regular Session **42.**

Meeting Date: 01/12/2021

Williamson County EMS Donation

Submitted For: Michael Knipstein **Submitted By:** Theresia Carter, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the use of EMS Donations.

Background

Place $5001.00 donation from Mary Deatley and Julie O'Conner into the EMS line item 003670.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	$5001.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/06/2021 05:53 PM
Form Started By: Theresia Carter		Started On: 01/06/2021 03:18 PM
Final Approval Date: 01/06/2021		

Commissioners Court - Regular Session **43.**

Meeting Date: 01/12/2021

Heath Eng Chody v. Gleason

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 regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and its employees in discovery, evidentiary, and related matters arising from Cause No. 20-1964-C395; Robert Chody v. Michael Gleason; In the 395th Judicial District Court of Williamson County*, Texas*; and exemption of these 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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Heath Engagement Letter Chody v. Gleason

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/05/2021 11:07 AM
Form Started By: Hal Hawes		Started On: 01/04/2021 01:18 PM
Final Approval Date: 01/05/2021		

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, C. Robert Heath, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters

or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you and Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

Williamson County

By:_____

_____
[Printed name]

Title:_____

Date:_____

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____

cc: Billing Department

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Represent Williamson County and its employees in discovery, evidentiary, and related matters arising from Cause No. 20-1964-C395; Robert Chody v. Michael Gleason; In the 395th Judicial District Court of Williamson County. Williamson County is not a named party in the suit; however, the county and its employees are likely to be required to produce documents and evidence in regard to the litigation, and the representation will relate to those responsibilities.
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2020 BILLING RATE
Acosta, Alex	$425
Arnold, Philip	$330
Caputo, Cobby	$415
Caroom, Doug	$425
Cheney, Denise	$400
Dugat, Bill	$385
Falk, Syd	$440
Gonzalez, Vanessa	$370
Heath, Bob	$480
Katz, Joshua	$355
Kimbrough, Chuck	$325
Lumpkin, Katy	$335
Maxwell, Susan	$370
Mendez, David	$425
Mendez, Manuel	$425
Rogers, Emily	$370
Russell, Claudia	$370
Seaquist, Gunnar	$355
Than, Catherine	$370
Weller, Steven	$370
Kelley, Kimberly	$225
Miller, Gregory	$305
Olds, Daniel	$280
Robinson, Lori	$300
Delgado, Hector	$425
Legal Assistants/Specialists	$190
McCall, Sherry	$240

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2271

Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY:

C. Robert Heath
December 29, 2020

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Williamson County.

Commissioners Court - Regular Session **44.**

Meeting Date: 01/12/2021

St Rep Wilson Lease

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 a District Office Lease Contract between Representative Terry M. Wilson, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Courthouse, 710 Main Street, Suite 242, Georgetown, Texas 78626, for a term commencing January 1, 2021 and ending January 9, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

State Rep Wilson Office Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/08/2021 11:02 AM
Form Started By: Hal Hawes		Started On: 01/08/2021 10:53 AM
Final Approval Date: 01/08/2021		

State of Texas
House of Representatives

DISTRICT OFFICE LEASE CONTRACT

This lease is entered into between **Williamson County**, herein referred to as Lessor, and the Committee on House Administration of the Texas House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of **State Representative Terry M. Wilson**, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in **Williamson** County, Texas. The address of the leased property is:

710 South Main Street Suite 242	**Georgetown**	**78626**
Street Address, Suite, etc.	City	Zip Code

(which includes approximately **100** square feet of floor space), with all the rights easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease begins **1/1/21** (Month Day, Year) and ends **1/9/23** (Lease must end on or prior to January 10, 2023) but the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member, for whose benefit this lease is made, ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of 24 months for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of $200 per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his/her official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec 18, of the Texas Constitution, neither the legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party with written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

Lessor's Company Name (type or print)	Date
Lessor's Name (type or print)	Date
Lessor's Signature (1)	Lessor's Signatory's Title (1)
Lessor's Address	Telephone Number
Lessor's Type of Organization (2)	Lessor's Tax ID Number (3)
Signature of Representative (4)	12/17/20 Date
Signature of Chairman (5)	Date

Note:

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation. Signature must be an original signature (not from a signature stamp or photo copied).
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of the Texas House of Representatives whose office operating account is to be charged. Signature must be an original signature (not from a signature stamp or photo copied).
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

I, State Representative Terry M. Wilson do not have an interest
Name of Member

in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.

Member's Signature

12/17/20
Date

Commissioners Court - Regular Session **45.**

Meeting Date: 01/12/2021

Donation of RV Space: Redbud Ranch RV Resort, Hutto, TX 78634

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of a monthly RV space for twelve months beginning 02/01/2021 thru 01/31/2022, for Williamson County Sheriff's Office employees/families from Redbud Ranch RV Resort, majority partner Brian Birdwell.

Background

On January 5, 2021, Brian Birdwell, majority partner of Redbud Ranch RV Resort, contacted the Sheriff's Office about donating an RV space to show support of the Williamson County Sheriff's Office employees and their families. Redbud Ranch RV resort will be donating the RV space for 12 consecutive months beginning on 02/01/2021 thru 01/31/2022, the cost of the RV space is $770.00, per month, totaling $9,240.00.

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	01/07/2021 11:35 AM
Form Started By: Starla Hall		Started On: 01/07/2021 10:54 AM
Final Approval Date: 01/07/2021		

Commissioners Court - Regular Session **46.**

Meeting Date: 01/12/2021

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	12/16/2020 01:26 PM
Form Started By: Vicky Edwards		Started On: 12/16/2020 01:15 PM
Final Approval Date: 12/16/2020		

Commissioners Court - Regular Session **47.**

Meeting Date: 01/12/2021

CR 129 Garver Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the CR 129 contract between Williamson County and Garver, LLC relating to the 2019 Road Bond Program. Project: P375. Fund Source: Road Bonds.

Background

Garver Contract Amendment #1 adds prime firm direct expenses and sub-consultant Terracon Geotechnical Unit cost as well as SWCA direct non-labor expenses to Exhibit D - Rate Schedule, not included in the original contract submittal. No other changes are proposed for the contract, and there are no changes to the labor rates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR129-Garver-ContractAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 11:34 AM
Form Started By: Marie Walters		Started On: 01/07/2021 09:19 AM
Final Approval Date: 01/07/2021		

285 SE Inner Loop
Suite 110
Georgetown, TX 78626

TEL 512.485.0020
FAX 512.485.0021

www.GarverUSA.com

November 19, 2020

The Honorable Bill Gravell, Jr.
Williamson County Judge
c/o Mike Weaver
HNTB
701 Brazos, Suite 450
Austin, TX 78701

Re: ODE and Unit Cost to be added to PSA

Dear Judge Gravell / Mr. Weaver:

Please accept the attached proposed **Other Direct Expenses and Unit Costs Rates** for our work under the **Professional Services Agreement (PSA)** and **Work Authorizations no. 01 for Williamson County Road 129** Contract was executed on April 23, 2020.

We are respectfully requesting these additional rates (highlighted in orange) to be effective thirty (30) days after the date of this request, November 19, 2020.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Digitally signed by
Glenn G Gregory, Jr.
Date: 2020.12.17
16:15:35-06'00'

Glenn G. Gregory, Jr., P.E.
Vice President

CONTRACT AMENDMENT NO. 01
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Williamson County Road 129 ("Project")

THIS CONTRACT AMENDMENT NO. **01** to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Garver, LLC** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **April 23**, **2020** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 500,000.00 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Contract Direct Expenses in the original Exhibit D of the Contract are hereby amended by adding the Direct Expenses listed in the attached revised Exhibit D (must be attached).
II. Terracon's Hourly Rate schedule in the original Exhibit D of the Contract is hereby amended by adding the Geotechnical Unit Cost listed in the attached revised Exhibit D (must be attached).
III. SWCA's Hourly Rate schedule in the original Exhibit D of the Contract is hereby amended by adding the Direct Non-Labor Expenses listed in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____ Digitally signed by Glenn G Gregory, Jr. Date: 2020.12.17 16:14:51-06'00'
Signature

Glenn G. Gregory, Jr.
Printed Name

Vice President
Title

12/17/2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

12/28/2020

EXHIBIT D

RATE SCHEDULE

ATTACHMENT D
County Road 129
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1: EIT	$ 110.00
E-2: Engineer	$ 130.00
E-3: Design Engineer	$ 155.00
E-4: Project Engineer	$ 180.00
E-5: Senior Project Engineer	$ 220.00
E-6: Engineering Specialist/Project Manager	$ 260.00
E-7: Senior Project Manager	$ 325.00
Planners / Environmental Specialist	
P-1: Planner/Env Specialist I	$ 110.00
P-2: Planner/Env Specialist II	$ 140.00
P-3: Planner/Env Specialist III	$ 165.00
P-4: Planner/ Env Specialist IV	$ 235.00
P-6: Senior Planner/Env Specialist	$ 325.00
Designers	
D-1: Designer/Env Scientist I	$ 105.00
D-2: Designer/Env Scientist II	$ 120.00
D-3: Senior Designer/Senior Env Scientist	$ 145.00
Technicians	
T-1: Intern	$ 85.00
T-2: Technician	$ 105.00
T-3: Senior Technician	$ 125.00
Management/Administration	
M-1 Principal	$ 350.00
X-1: Administrative Asst/Intern	$ 65.00
X-2: Administrative Assistant II	$ 85.00
X-6 Senior Scheduler	$ 225.00

ATTACHMENT D
County Road 129
EDGE Engineering Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1: EIT	$ 100.00
E-2: Engineer	$ 115.00
E-3: Design Engineer	$ 135.00
E-4: Project Engineer	$ 165.00
E-5: Senior Project Engineer	$ 185.00
E-6: Engineering Specialist/Project Manager	$ 225.00
E-7: Senior Project Manager	$ 250.00
Designers	
D-1: Designer/Env Scientist I	$ 90.00
D-2: Designer/Env Scientist II	$ 105.00
D-3: Senior Designer/Senior Env Scientist	$ 115.00
Technicians	
T-1: Intern	$ 60.00
T-2: Technician	$ 85.00
T-3: Senior Technician	$ 115.00
Management/Administration	
M-1 Principal	$ 250.00
X-1: Administrative Asst/Intern	$ 60.00
X-2: Administrative Assistant II	$ 90.00

ATTACHMENT D
County Road 129
K Friese + Associates Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1: Senior Project Manager	$ 250.00
E-2: Quality Manager	$ 240.00
E-3: Senior Engineer	$ 225.00
E-4: Project Engineer	$ 185.00
E-5: Design Engineer	$ 150.00
E-6: Engineer-In-Training	$ 125.00
E-7: Senior CAD Operator	$ 120.00
E-8: CADD Operator	$ 100.00
E-9: Senior Engineer Tech	$ 130.00
E-10: Engineer Tech	$ 125.00
E-11: Admin/Clerical	$ 90.00
E-12: Senior GIS Operator	$ 130.00
E-13: GIS Operator	$ 125.00
E-14: GIS Technician	$ 110.00

ATTACHMENT D
County Road 129
MCGray & McGray Land Surveyors, Inc.
Hourly Rate Schedule

Classification	Rates
Surveyors	
1 man survey reconnaissance or field gathering	$120.00/hr
2 man survey crew, with vehicle and data collection	$165.00/hr
3 man survey crew, with vehicle and data collection	$200.00/hr
GPS/RTK 1 man survey crew, with vehicle and data collection	$170.00/hr
GPS/RTK 2 man survey crew, with vehicle and data collection	$215.00/hr
GPS/RTK 3 man survey crew, with vehicle and data collection	$250.00/hr
Additional Crew/Rodman	$ 45.00/hr
Flagger	$ 45.00 /hr
Researcher	$ 80.00/hr
Secretarial/Administrative	$ 70.00/hr
AutoCAD / Survey Technician	$ 90.00/hr
Senior Technician	$ 96.00/hr
LIDAR Technician	$ 98.00/hr
GPS Processing	$108.00/hr
Field Coordinator	$ 98.00/hr
Project Manager	$165.00/hr
RPLS	$145.00/hr
ATV (All Terrain Vehicle)	$ 65.00/day
Additional Survey Vehicle	$ 70.00/day
LiDAR Terrestrial Scanner	$100.00/day
UAV (Drone) Aerial Mapper	$5,000.00/day
Mobile Mapper	$9,000.00/day

Field crew rate include all equipment and overhead necessary to perform any survey related task. Office rates include all equipment and overhead necessary to do drafting, office computations, and other related office tasks. Fees and charges include complete insurance coverage, taxes, and benefits.

ATTACHMENT D
County Road 129
SWCA Hourly Rate Schedule

Classification	Rates
Planners / Environmental Specialist	
Specialist I	$ 67.00
Specialist II	$ 79.00
Specialist III	$ 89.00
Specialist IV	$ 99.00
Specialist V	$ 109.00
Specialist VI	$ 119.00
Specialist VII	$ 131.00
Specialist VIII	$ 142.00
Specialist IX	$ 153.00
Specialist X	$ 171.00
Specialist XI	$ 187.00
Specialist XII	$ 205.00
Management/Administration	
M-1 Principal	$ 285.00
M-1: Subject Matter Expert	$ 210.00
X-2: Administrative Assistant V	$ 89.00
X-5 Scheduler	$ 67.00

ATTACHMENT D
County Road 129
Terracon Consultants, Inc. Hourly Rate Schedule

Classification	Rates
Engineers/Geologists	
E-1: Field Geologist, G.I.T.	$ 100.00
E-2: Field Engineer, E.I.T.	$ 105.00
E-3: Staff Engineer, E.I.T.	$ 115.00
E-4: Senior Staff Engineer, P.E.	$ 125.00
E-5: Project Engineer, P.E. / Project Manager	$ 140.00
E-6: Senior Engineer, P.E. / Senior Project Manager	$ 160.00
E-7: Senior Geologist, P.G.	$ 180.00
E-8: Principal Engineer, P.E.	$ 200.00
Laboratory / Field Personnel	
L-1: Laboratory Manager	$ 145.00
L-2: Laboratory Coordinator / Draftsman	$ 90.00
F-1: Field / Drilling Services Coordinator	$ 80.00
Management/Administration	
M-1: Senior Principal / Officer / Consultant	$ 255.00
X-1: Administrative Staff	$ 55.00

ATTACHMENT D
County Road 129
Terracon Consultants, Inc. Hourly Rate Schedule

1. Drilling				
1.1	Rig Mobilization		Per ea	$545.00
1.2	Minimum Daily Rig Charge (only if drill depth rates below not used)		Per day	$865.00
1.3	**Soil Drilling (includes backfilling of boring)**			
	1.3.1	Soil Drilling 0' to 25' depth	Per ft	$17.00
	1.3.2	Soil Drilling 25' to 35' depth	Per ft	$19.00
	1.3.3	Soil Drilling 35' to 50' depth	Per ft	$22.00
	1.3.4	Standard Penetration Tests (SPT) (ASTM D 1586)	Per ea	$26.00
	1.3.5	Shelby Tube (Thin Wall/3") (ASTM D 1587)	Per ea	$26.00
	1.3.6	TxDOT Cone Penetrometer (TEX-132-E)	Per ea	$35.00
1.4	**Rock Drilling / Augering Surcharge**			
	1.4.1	Rock Augering Surcharge (to be added to soil drilling depth rates above only when rock is augered, but not cored)	Per ft	$7.00
1.5	**Rock Coring (includes backfilling of boring)**			
	1.5.1	Rock Coring 0' to 25' depth	Per ft	$26.50
	1.5.2	Rock Coring 25' to 35' depth	Per ft	$28.00
	1.5.3	Rock coring 35' to 50' depth	Per ft	$31.50
	1.5.4	Rock coring 50' to 65' depth	Per ft	$35.50
	1.5.5	Rock coring 65' to 80' depth	Per ft	$40.50
1.6	**Concrete Coring**			
	1.6.1	Trip Charges (round-trip)	Per ea	$130.00
	1.6.2	Equipment Charge	Per hr	$52.50
	1.6.3	Core Bit Surcharge (in addition to base equipment charge)		
		1.6.3.1 - 3-inch diameter core	Per inch	$10.50
		1.6.3.2 - 4-inch diameter core	Per inch	$12.50
		1.6.3.3 - 6-inch diameter core	Per inch	$15.50
	1.6.4	Repair Core hole	Per ea	$78.50
1.7	**HMAC Coring**			
	1.7.1	Trip Charge (round-trip)	Per ea	$130.00
	1.7.2	Equipment Charge	Per hr	$78.50
	1.7.3	Repair Core hole with Cold Mix	Per ea	$42.00
1.8	Support Truck		Per day	$130.00
1.9	Water Truck		Per day	$130.00
1.10	Hollow Stem Auger Surcharge (to be added to soil drilling depth rates above only when hollow stem augers are required)		Per ft	$10.50
1.11	Groundwater Observation Well - 20' deep - Materials Only (other depths quoted upon request)		Per ea	$630.00
1.12	Groundwater Observation Well - 20' deep - Completed Well with Concrete Pad and Lockable Cap (other depths quoted upon request)		Per ea	$2,300.00
1.13	Steam Cleaner		Per day	$315.00
1.14	Air Compressor		Per day	$115.50
2. Laboratory Testing				
2.1	Moisture Content (ASTM D 2216)		Per ea	$21.00
2.2	Moisture Content + Dry Density (ASTM D 2937)		Per ea	$28.50
2.3	Atterberg Limits (ASTM D-4318; TEX-104-E, TEX 105-E and TEX-106-E)		Per ea	$105.00
2.4	Hydrometer Analysis (ASTM D 422)		Per ea	$210.00
2.5	No. 200 Sieve (ASTM D-1140; TEX-111-E)		Per ea	$105.00
2.6	Particle Gradation: Including No. 200 sieve (ASTM D-422, TEX 110E)		Per ea	$157.50
2.7	Particle Gradation: Including Hydrometer (ASTM D-422)		Per ea	$230.00
2.8	Moisture Density Relationship: Standard Effort: 4" Mold (ASTM D 698 A & B)		Per ea	$345.00
2.9	Moisture Density Relationship: Standard Effort: 6" Mold (ASTM D 698 C & D)		Per ea	$345.00
2.10	Moisture Density Relationship: Modified Effort; 4" Mold (ASTM D 1557)		Per ea	$345.00
2.11	Moisture Density Relationship: Modified Effort; 6" Mold (ASTM D 1557)		Per ea	$345.00
2.12	Moisture Density Relationship: Base & Cohesionless Sand (TEX-113-E)		Per ea	$455.00
2.13	Moisture Density Relationship: Subgrade & Embankment Soils (TEX 114 E) Part II		Per ea	$383.00
2.14	Unconfined Compression Test - Cohesive Soils (ASTM D 2166)		Per ea	$57.50
2.15	Unconfined Compression Test - Rock (ASTM D 7012-C)		Per ea	$63.00
2.16	Consolidation			
	2.16.1	Consolidation Test (ASTM D 2435) (up to 6 load increments)	Per ea	$472.50
	2.16.2	Each additional load increment in excess of 6	Per ea	$52.50
2.17	Triaxial Unconsolidated-Undrained (UU) (ASTM D 2850) (per point)		Per ea	$125.00
2.18	Triaxial Consolidated-Undrained (CU) with pore pressures (ASTM D 4767) (3 pts.)		Per ea	$1,000.00
2.19	Triaxial Consolidated-Undrained (CU) with pore pressures (ASTM D 4767) multi-stage (3 pts)		Per stage	$840.00
2.20	Direct Simple Shear CU, per point (ASTM D 6528)		Per ea	$267.50
2.21	Direct Shear CD, per point (ASTM D 3080), includes extrusion, unit wt., and moisture		Per ea	$267.50
2.22	Direct Shear CD with residual strength, per point, includes ext., unit wt., and moisture		Per ea	$267.50
2.23	Shrinkage (Volumetric) (ASTM D 427, ASTM D 4943)		Per ea	$267.50
2.24	Shrinkage (Bar Linear) (TEX-107-E)		Per ea	$99.00
2.25	Swell Pressure (ASTM D 4546) Single Load		Per ea	$155.00
2.26	Swell Pressure (ASTM D 4546) Multi-Load Increments		Per ea	$420.00
2.27	Free Swell		Per ea	$105.00
2.28	Controlled Pressure Swell		Per ea	$420.00
2.29	PVR (TEX 124-E)		Per ea	$155.00

ATTACHMENT D
County Road 129
Terracon Consultants, Inc. Hourly Rate Schedule

2.30	Texas Triaxial Compression Test (TEX-117E)			
	2.30.1	Molding, Curing, and Testing 9 Specimens	Per ea	$1,890.00
	2.30.2	Sample Preparation (TEX-101-E)	Per ea	$105.00
	2.30.3	Sieve Analysis (TEX-110-E)	Per ea	$157.00
	2.30.4	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-10-E)	Per ea	$105.00
	2.30.5	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$105.00
	2.30.6	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$99.00
	2.30.7	Wet Ball Mill (TEX-116-E)	Per ea	$420.00
2.31	Soil-Lime Relationship: PI Method (TEX-112-E, ASTM D 3551)		Per ea	$400.00
2.32	Soil-Lime Relationship: PH Method (ASTM D 6276, ASTM D 3551)		Per ea	$185.00
2.33	Soil Lime Compression Test (TEX-121-E, Part 1; ASTM D 3551) (test includes 4 lime contents - each lime content involves 3 test specimens)		Per ea	$1,300.00
2.34	Soil-Lime Compaction Testing (TEX-121-E, Part II)		Per ea	$420.00
2.35	Atterberg Limits of Lime Treated (ASTM D 4318, ASTM D 3551)		Per ea	$99.00
2.36	Sample Remolding		Per ea	$78.00
2.37	Expansion, Shrinkage, and Uplift Pressure of Soil-Lime Mixtures (ASTM D-3877)		Per ea	$315.00
2.38	California Bearing Ratio (CBR)			
	2.38.1	CBR of Laboratory-Compacted Soils (ASTM D 1883)	Per ea	$400.00
	2.38.2	Each Additional Point	Per ea	$78.50
3. Miscellaneous Testing				
3.1	Soluble Sulfate			
	3.1.1	Soluble Sulfate (ASTM C88)	Per ea	$84.00
	3.1.2	Soluble Sulfate (Tex-145-E)	Per ea	$115.00
3.2	Specific Gravity of Soils (TEX-108-E)		Per ea	$78.00
3.3	Soil pH (TEX-128-E)		Per ea	$52.00
3.4	Laboratory Resistivity (ASTM G-58, TEX 129-E)		Per ea	$152.00
3.5	PH, Sulfate, Chloride & Resistivity		Per ea	$197.50
3.6	Crumb Test of Clayey Soils (ASTM 6572)		Per ea	$52.50
3.7	Organic Content			
	3.7.1	Organic Content (ASTM D2974)	Per ea	$63.00
	3.7.2	Organic Content (Tex-148-E)	Per ea	$89.00
3.8	Permeability			
	3.8.1	Falling Head (ASTM D 5084)	Per ea	$456.00
	3.8.2	Constant Head (ASTM D 2434)	Per ea	$472.50

Attachment D
County Road 129
Contract Direct Expenses

Photocopies B/W (8 1/2" x 11")	each	$	0.12
Photocopies B/W (11" x 17")	each	$	0.20
Photocopies Color (8 1/2" x 11")	each	$	0.75
Photocopies Color (11" x 17")	each	$	1.50
Digital Ortho Plotting	sheet	$	1.50
Blueline Prints (24" x 36")	each	$	2.50
Bond Paper Plot (Blueline/Blackline)	linear foot	$	9.00
Color Graphics on Foam Board	square foot	$	20.00
Plots (B/W on Bond)	square foot	$	6.00
Plots (Color on Bond)	square foot	$	8.00
Plots (Color on Photographic Paper)	square foot	$	5.00
Mylar Plot	square foot	$	12.00
Mylar Plot (8 1/2" x 11")	sheet	$	2.00
Mylar Plot (11" x 17")	sheet	$	4.18
Mylar Plot (22" x 34")	sheet	$	12.00

* Additional rates added to the PSA

Exhibit D
County Road 129

Direct Non-Labor Expenses	**Unit**	**Rate**
Certified Letter Return Receipt	each	$6.90
Standard Postage Letter	each	$0.55
Overnight Mail - Letter size	each	$25.00
Overnight Mail - Oversized Box	each	$30.00
Courier Services	each	$40.00
Report Binding	each	$5.00
Notebooks	each	$5.00
Reproduction of CD/DVD	each	$3.00
CD's	each	$0.50

Terrracon

Description	**Unit**	**Rate**
Traffic Control Services (rolling single-lane closure)	per day	$2,000.00

SWCA

Description	**Unit**	**Rate**
Curation - Archaeology	each	$500.00
Hazmat database Search	each	$300.00
GPS Unit w/Sub-metter accuracy	each	$65.00

Commissioners Court - Regular Session **48.**

Meeting Date: 01/12/2021

CR 258 Extension American Structurepoint Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the CR258 Extension contract between Williamson County and American Structurepoint, Inc. relating to the 2013 Road Bond Program. Project: P277. Fund Source: Road Bonds.

Background

ASI contract amendment #1 increases the compensation cap by $200,000.00 from $500,000.00 to $700,000.00 as well as adds two new rate categories under the SAM sub-consultant. The additional money will allow for the execution of a Supplemental Work Authorization for design changes to avoid expensive utility relocations and add detention.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR258Ext-ASP-ContractAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 09:54 AM
Form Started By: Marie Walters		Started On: 12/17/2020 10:51 AM
Final Approval Date: 01/07/2021		

CONTRACT AMENDMENT NO. __1__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: CR258 Extension ("Project")

THIS CONTRACT AMENDMENT NO. __1__ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _American Structurepoint__ (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective _July_16_, 2019__ (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $__500,000__; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $__500,000__ to $_700,000_.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

RICARDO ZAMARRIPA
Printed Name

VICE PRESIDENT
Title

12/15/2020
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

12/17/2020

Exhibit D Rates
Williamson County CR258

American Structurepoint, Inc.		
Principal	$	265.00
QA/QC	$	260.00
PM	$	200.00
Sr Proj Eng	$	180.00
Proj Eng	$	140.00
Sr Tech	$	135.00
Tech	$	95.00
EIT	$	110.00

Concept Development & Planning, LLC		
Principal	$	200.00
Sr. Public Involvement Officer	$	160.00
Public Involvement Officer	$	120.00
Designer	$	100.00
Jr. Public Involvement Officer	$	75.00

Surveying and Mapping, LLC		
Senior Project Manager	$	205.00
RPLS Project Manager	$	158.00
Staff Surveyor	$	125.00
Senior Survey Technician	$	106.00
Survey Technician	$	96.00
2-Person crew	$	150.00
3-Person crew	$	180.00
Field Coordinator	$	100.00
Admin/Clerical	$	70.00
* GPS Reciever /hour	$	25.00
* Total Station w data collector / hour	$	10.00

* Added Rates Amendment 1 to PSA

SWCA		
Principal in Charge	$	285.00
Project Manager XII	$	205.00
Project Manager XI	$	187.00
Project Manager X	$	171.00
Project Manager IX	$	153.00
Project Manager VIII	$	142.00
Project Manager VII	$	131.00
Project Manager VI	$	119.00
Project Manager V	$	109.00
Project Manager IV	$	99.00
Project Manager III	$	89.00
Subject Matter Expert	$	210.00
Specialist XII	$	205.00
Specialist XI	$	187.00
Specialist X	$	171.00
Specialist IX	$	153.00
Specialist VIII	$	142.00
Specialist VII	$	131.00
Specialist VI	$	119.00
Specialist V	$	109.00
Specialist IV	$	99.00
Specialist III	$	89.00
Specialist II	$	79.00
Specialist I	$	67.00
Administrative VIII	$	125.00
Administrative VII	$	113.00
Administrative VI	$	101.00
Administrative V	$	89.00
Administrative IV	$	77.00
Administrative III	$	66.00
Administrative II	$	53.00
Administrative I	$	42.00

Commissioners Court - Regular Session **49.**

Meeting Date: 01/12/2021

CR 200 Standard Utility Agreement with Pedernales Electric Cooperative (PEC)

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Standard Utility Agreement with PEC for utility relocations on the CR 200 Reconstruction Project, a Road Bond project in Commissioners Pct. 2. P: 285 Funding Source: Road Bond

Background

PEC has existing facilities in conflict with the CR 200 Reconstruction Project. The Standard Utility Agreement for the relocations is for a total of $464,870.76. PEC is 100% eligible for reimbursement. The total anticipated reimbursement to PEC by the County is $464,870.76 (100% of $464,870.76).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 200 Utility Agreement with PEC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 11:23 AM
Form Started By: Dawn Haggard		Started On: 12/22/2020 10:51 AM
Final Approval Date: 01/07/2021		

POWER OF COMMUNITY
PEDERNALES ELECTRIC COOPERATIVE

PEDERNALES ELECTRIC COOPERATIVE, INC.

STANDARD UTILITY AGREEMENT

CR 200 3 Lane

THE INFORMATION CONTAINED HEREIN IS INTENDED ONLY FOR THE USE OF THE ENTITY TO WHICH IT IS ADDRESSED, AND CONTAINS INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL.

TABLE OF CONTENTS

1. STANDARD UTILITY AGREEMENT – WILCO-U-35

2. PLANS, SPECIFICATIONS, AND ESTIMATED COSTS ..... **ATTACHMENT "A"**

3. UTILITY'S SCHEDULE OF WORK AND ESTIMATED DATE OF COMPLETION ..... **ATTACHMENT "B"**

4. ELIGIBILITY RATIO ..... **ATTACHMENT "C"**

5. BETTERMENT CALCULATION AND ESTIMATES ..... **ATTACHMENT "D"**

6. PROOF OF PROPERTY INTEREST ..... **ATTACHMENT "E"**

7. JOINT USE AGREEMENT – WILCO-U-80A ..... **ATTACHMENT "F"**

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 17th day of December, 2020, by and between **Pedernales Electric Cooperative, Inc.** (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain Three-Phase and Single-Phase Overhead power lines, as well as Underground power lines. This includes any associated service lines. (herein called Facilities).

WHEREAS, County desires to construct proposed **CR200 – Proposed 3 Lane (CMTA to CR 201)** (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- **Pedernales Electric Cooperative's** relocation consist of:
  Installation and removal of poles, conductor, guy wires, anchors, and facilities/equipment attached to poles. Installation and removal of underground vaults, enclosures, transformers, conductor, and facilities/equipment associated with underground power lines. Relocation of privately owned secondary and service caused by relocation poles.
- County will reimburse Utility for Engineering Services, Relocation, Inspection Services and Internal cost only.
- County will reimburse Utility for vegetation clearing expenses.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.

2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.

3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 22 (Power Poles) 2 (Enclosures) and removal of 13 Power Poles along with apparatus defined as Work = $464,870.76

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.

6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.

7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.

8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.

9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Pedernales Electric Cooperative, Inc.
Name of Utility

By: Dirk Field
Authorized Signature

Dirk Field
Print or Type Name

Title: Electrical Distribution Designer + Planning Manager

Date: 12-17-20

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

(Attachment “A”)

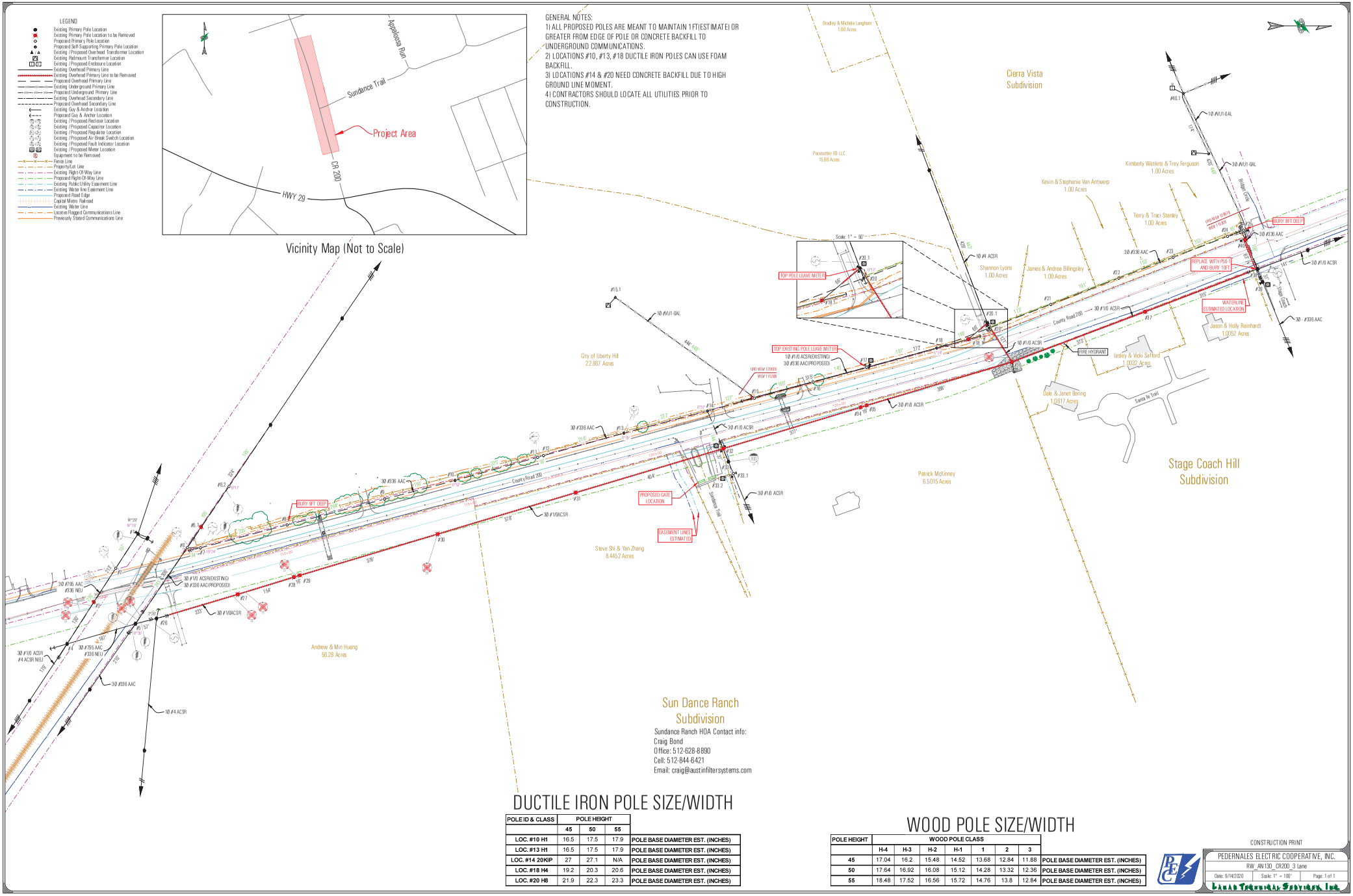
Plans, Specifications, and Estimated Costs

CCSJ:
RCSJ:
Project Limits: Relocate distribution power along CR 200. The scope of work is from HWY 29 to Bridget Circle.

<u>Statement of Work:</u>

Design Plans: Relocate distribution from east side of CR 200 to the west side of CR 200 to accommodate for road widening.

Sheet 1 of 1



DUCTILE IRON POLE SIZE/WIDTH

POLE ID & CLASS	POLE HEIGHT			
	45	50	55	
LOC. #10 H1	16.5	17.5	17.9	POLE BASE DIAMETER EST. (INCHES)
LOC. #13 H1	16.5	17.5	17.9	POLE BASE DIAMETER EST. (INCHES)
LOC. #14 20KIP	27	27.1	N/A	POLE BASE DIAMETER EST. (INCHES)
LOC. #18 H4	19.2	20.3	20.6	POLE BASE DIAMETER EST. (INCHES)
LOC. #20 H8	21.9	22.3	23.3	POLE BASE DIAMETER EST. (INCHES)

WOOD POLE SIZE/WIDTH

POLE HEIGHT	WOOD POLE CLASS							
	H-4	H-3	H-2	H-1	1	2	3	
45	17.04	16.2	15.48	14.52	13.68	12.84	11.88	POLE BASE DIAMETER EST. (INCHES)
50	17.64	16.92	16.08	15.12	14.28	13.32	12.36	POLE BASE DIAMETER EST. (INCHES)
55	18.48	17.52	16.56	15.72	14.76	13.8	12.84	POLE BASE DIAMETER EST. (INCHES)

CONSTRUCTION PRINT

PEDERNALES ELECTRIC COOPERATIVE, INC.

RW_AN130_CR200_3 Lane

Date: 9/14/2020 | Scale: 1" = 100' | Page: 1 of 1

Land Technologies, Inc.

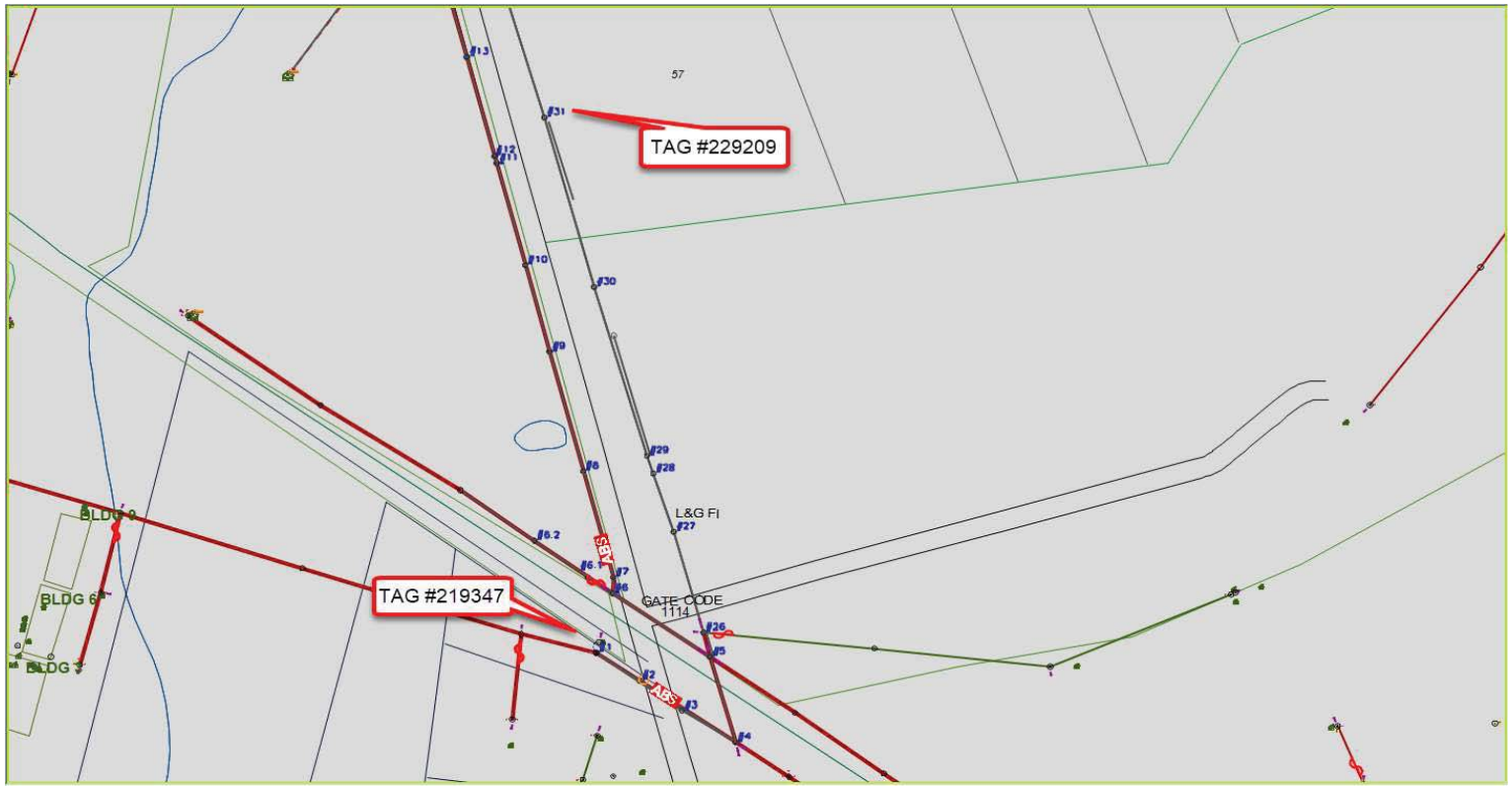
Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH Printed:

X Coordinate:	0	Description:			
Y Coordinate:	0	RELOCATE OVERHEAD POWER LINE TO ACCOMODATE FOR ROAD IMPROVEMENT PROJECT		WO Number:	115308
GPS N				Design Name:	RW_AN130_CR 200 RW PROJ
GPS W					
County:	WILLIAMSON	Job Site:		Name & Address:	
City	LIBERTY HILL	NEAR 55 CR 200			
Substat:	ANDICE				
Feeder:	AN130	Date Letter Sent:		USC Location:	0
Subdivision:		Amount Due:			
Phase:		Date Payment Recd:		Main Phone:	
		Amount Recd:		Business Phone:	
Sect:		Directions:		Cell Phone:	
Lot:		STARTS NEAR INTERSECTION OF CR 200 AND HWY 29, RUNS NORTH ALONG CR 200		Appl Date:	7/26/2017
Block:				Released:	
One Call:					
One Call:				Staked By:	LTSI
1 Tel Co:					
Communications:		Comments:			
Communications:		START TAG #219347, END TAG #008011		Voltage/Phase:	14.4/ACB
1 Gas Co:					
1 CATV:					
1 Water:					
1 Wastewater:		Eas Rec:		Completed By:	

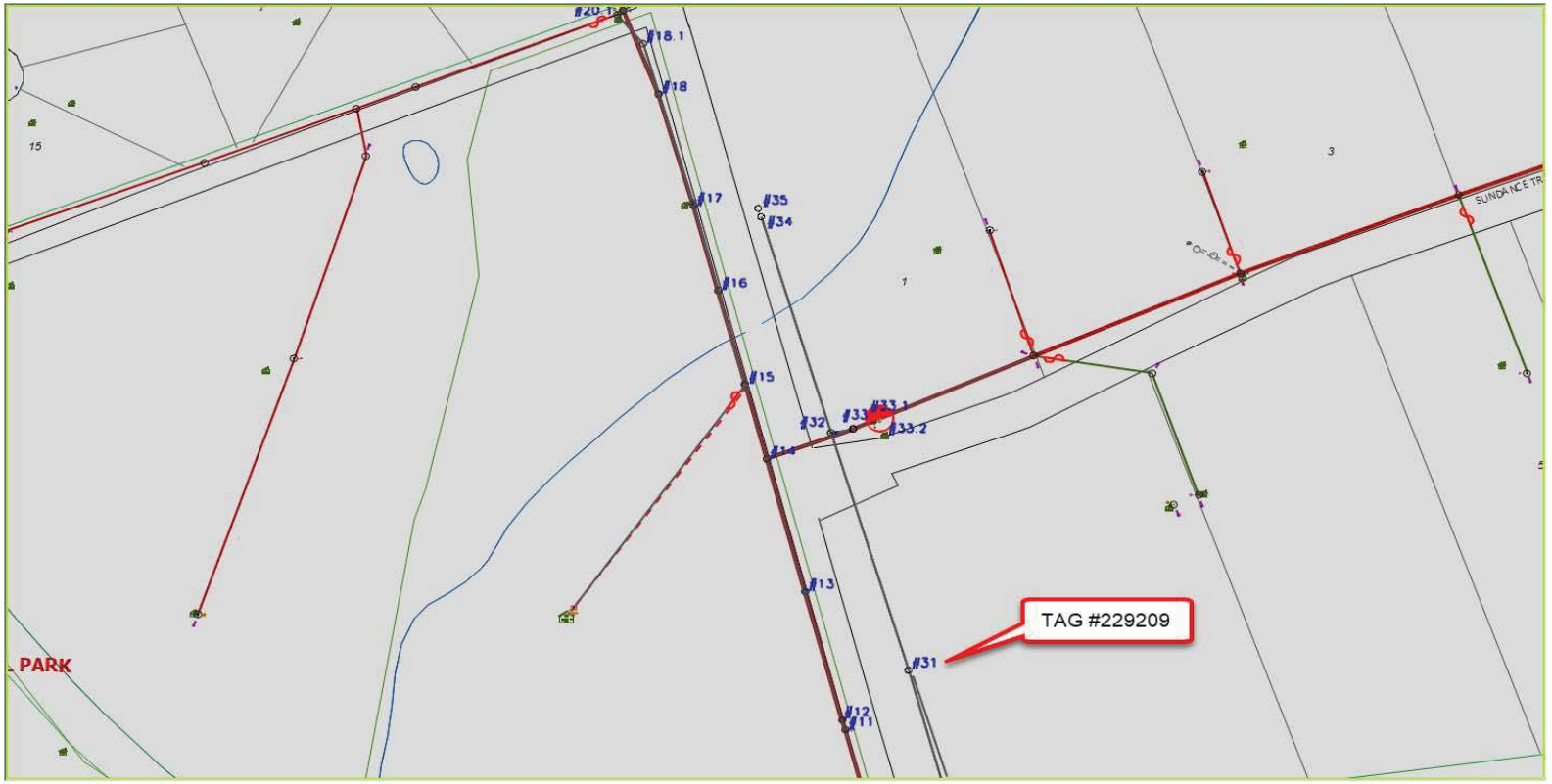
Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



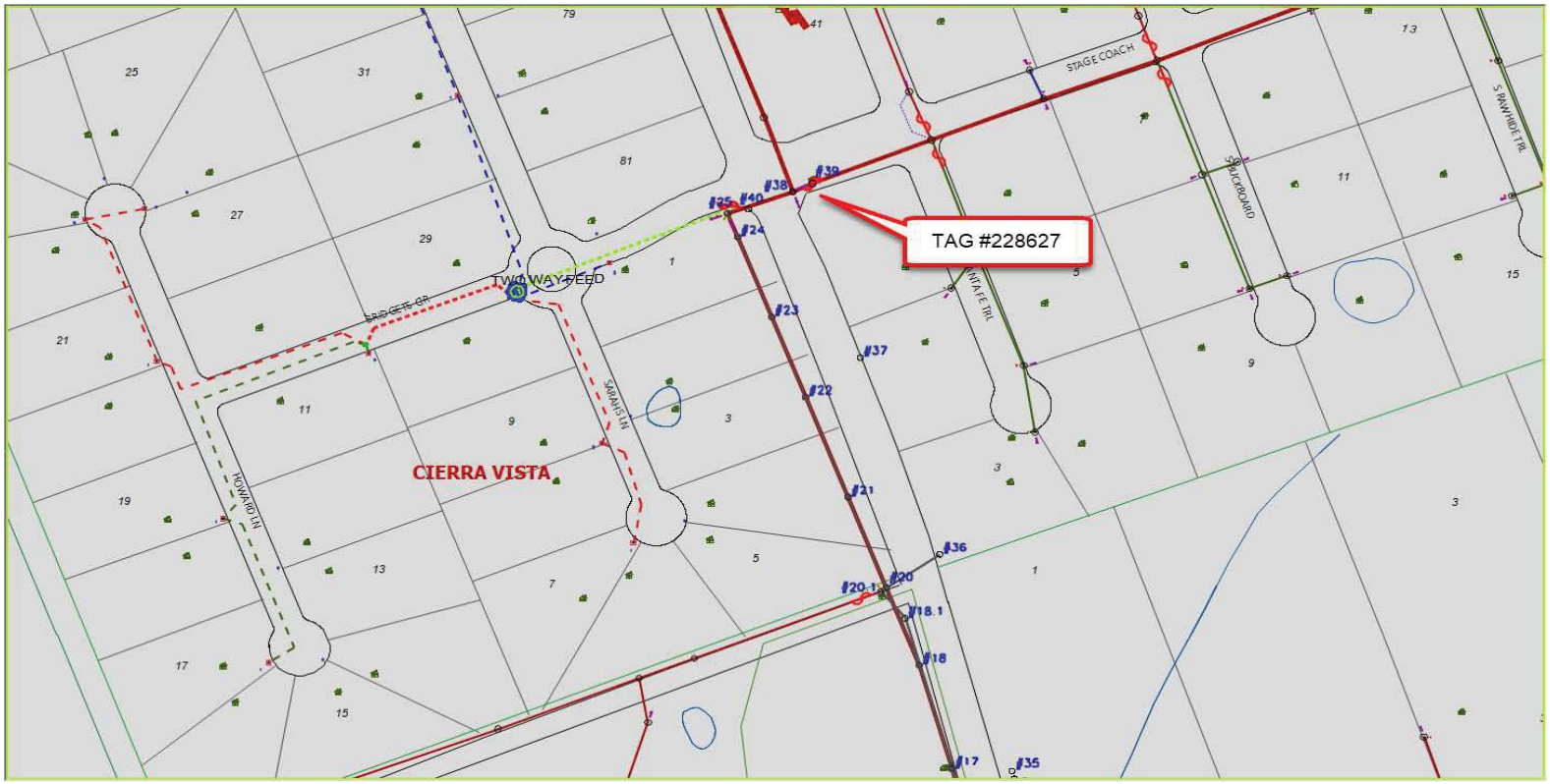
Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



ASSEMBLY UNITS SUMMARY

Location

Location Name	Function	Unit	Quantity	Remark	Description
#1	Added	O336 AAC	106		OH Conductor 336 Aluminum
#1	Added	O795 AAC	319		OH Conductor 795 AAC
#1	Removed	O1-0 ACSR	856		OH Conductor 1-0 ACSR
#2	Added	C8	1		3Ph Double Deadend or Medium Angle
#2	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#2	Added	M42-13	2		Deadend Assembly #336
#2	Added	M42-17	6		Deadend Assembly #795
#2	Added	M5-23.7.1	6		Stirrup Hot Line #795
#2	Added	M5-64	3		Indicator Fault OH LM 100A Min Trp LED
#2	Added	O336 AAC	236		OH Conductor 336 Aluminum
#2	Added	O795 AAC	708		OH Conductor 795 AAC
#2	Added	P50-3	1		Pole 50 Ft Class 3 Wood
#3	Removed	C1-3	1		3Ph Tangent Double Support with Saddle P
#3	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#3	Removed	M3-14B	3		Switch Inline Tension
#3	Removed	M42-17	6		Deadend Assembly #795
#3	Removed	M5-21	2		Fiberglass Extension Link
#3	Removed	M5-64	3		Indicator Fault OH LM 100A Min Trp LED
#3	Removed	O1-0 ACSR	514		OH Conductor 1-0 ACSR
#3	Removed	P50-1	1		Pole 50 Ft Class 1 Wood
#4	Added	M42-13	1	TAG #219344	Deadend Assembly #336
#4	Added	M42-17	3		Deadend Assembly #795
#4	Added	O336 AAC	189		OH Conductor 336 Aluminum
#4	Added	O795 AAC	568		OH Conductor 795 AAC
#4	Removed	M42-13	1		Deadend Assembly #336
#4	Removed	M42-17	3		Deadend Assembly #795
#4	Removed	O1-0 ACSR	757		OH Conductor 1-0 ACSR
#5	Added	E1-2	1	TAG #229203	Un-grounded Single Down Guy
#5	Added	E1-3	1		Un-grounded Double Down Guy
#5	Added	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#5	Added	F1-4	1		Anchor 1" x 10' rod 16k-40k pound anch
#5	Added	M42-13	4		Deadend Assembly #336
#5	Added	M5-23.7.1	3		Stirrup Hot Line #795

#5	Added	M5-5	3	AS NEEDED	Cross arm pin and insulator Drop in
#5	Removed	E1-2	1		Un-grounded Single Down Guy
#5	Removed	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#5	Removed	M3-1.1	1		Fused Loadbreak Cutout
#5	Removed	M3-1.1	1		Fused Loadbreak Cutout
#5	Removed	M3-1.1	1		Fused Loadbreak Cutout
#5	Removed	M42-11	4		Deadend Assembly #4 or #1-0 ACSR
#5	Removed	M5-23.1.1	7		Stirrup Hot Line #4 or #1/0
#5	Removed	M5-23.7.1	2		Stirrup Hot Line #795
#5	Removed	M5-61.3	1		Three Phase Off Pole Arrester
#6	Added	C7-7	1		3Ph Deadend #795 AAC
#6	Added	C8	1		3Ph Double Deadend or Medium Angle
#6	Added	E1-2	1		Un-grounded Single Down Guy
#6	Added	E1-3	1		Un-grounded Double Down Guy
#6	Added	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#6	Added	F1-4	1		Anchor 1" x 10' rod 16k-40k pound anch
#6	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#6	Added	M3-1.1	1		Fused Loadbreak Cutout
#6	Added	M3-1.1	1		Fused Loadbreak Cutout
#6	Added	M3-1.1	1		Fused Loadbreak Cutout
#6	Added	M42-11	4		Deadend Assembly #4 or #1-0 ACSR
#6	Added	M42-13	8		Deadend Assembly #336
#6	Added	M5-23.3.1	3		Stirrup Hot Line #336
#6	Added	O336 AAC	964		OH Conductor 336 Aluminum
#6	Added	P50-1	1		Pole 50 Ft Class 1 Wood
#6.1	Removed	C1-1	1		3Ph Tangent Double Support #4 or #1-0 AC
#6.1	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#6.1	Removed	O1-0 ACSR	1208		OH Conductor 1-0 ACSR
#6.1	Removed	P45-4	1		Pole 45 Ft Class 4 Wood
#6.2	Added	C1-1	1		3Ph Tangent Double Support #4 or #1-0 AC
#6.2	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#6.2	Added	M5-23.1.1	5		Stirrup Hot Line #4 or #1/0
#6.2	Added	M5-61.3	1		Three Phase Off Pole Arrester
#6.2	Added	O1-0 ACSR	780		OH Conductor 1-0 ACSR
#6.2	Added	P45-3	1		Pole 45 Ft Class 3 Wood
#7	Added	C8	1		3Ph Double Deadend or Medium Angle
#7	Added	E1-2	1		Un-grounded Single Down Guy
#7	Added	E1-3	1		Un-grounded Double Down Guy
#7	Added	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor

#7	Added	F1-4	1		Anchor 1" x 10' rod 16k-40k pound anch
#7	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#7	Added	M3-15E	1		Switch ABS Extendo Stick Operated 900a
#7	Added	M42-13	8		Deadend Assembly #336
#7	Added	M5-23.3.1	11		Stirrup Hot Line #336
#7	Added	M5-61.3	1		Three Phase Off Pole Arrester
#7	Added	O336 AAC	136		OH Conductor 336 Aluminum
#7	Added	P55-1	1		Pole 55 Ft Class 1 Wood
#8	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#8	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#8	Added	O336 AAC	940		OH Conductor 336 Aluminum
#8	Added	P55-3	1		Pole 55 Ft Class 3 Wood
#9	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#9	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#9	Added	O336 AAC	1056		OH Conductor 336 Aluminum
#9	Added	P55-3	1		Pole 55 Ft Class 3 Wood
#10	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#10	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#10	Added	O336 AAC	764		OH Conductor 336 Aluminum
#10	Added	P55-H1DI	1	10FT. CONCRETE EMBEDMENT	Pole 55 Ft Ductile Iron Wood CL H1 Equiv
#11	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#11	Added	M2-2.2	1		Grounding Assembly Large Copper Plate W/
#11	Added	M42-13	6		Deadend Assembly #336
#11	Added	M5-20	3		Suspension Insulator
#11	Added	M7-13	1		3Ph Volt Reg Rack Mount pre-mount arrest
#11	Added	O336 AAC	900		OH Conductor 336 Aluminum
#11	Added	P50-1	1		Pole 50 Ft Class 1 Wood
#12	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#12	Added	M2-2.2	1		Grounding Assembly Large Copper Plate W/
#12	Added	O336 AAC	64		OH Conductor 336 Aluminum
#12	Added	P50-1	1		Pole 50 Ft Class 1 Wood
#13	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#13	Added	M2-2.2	1		Grounding Assembly Large Copper Plate W/
#13	Added	M5-23.1.1	3		Stirrup Hot Line #4 or #1/0
#13	Added	M9-13	1		3pH Capacitor Rack
#13	Added	O336 AAC	876		OH Conductor 336 Aluminum
#13	Added	P50-H1DI	1	10FT. CONRETE EMBEDMENT	Pole 50 Ft Ductile Iron Wood CL H1 Equiv
#14	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#14	Added	C7-7	1		3Ph Deadend #795 AAC

#14	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#14	Added	M42-11	4		Deadend Assembly #4 or #1-0 ACSR
#14	Added	O336 AAC	908		OH Conductor 336 Aluminum
#14	Added	P50-20KIPDI	1	10FT. CONCRETE EMBEDMENT	Pole 50 Ft Ductile Iron Cl 20KIP
#15	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#15	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#15	Added	O336 AAC	508		OH Conductor 336 Aluminum
#15	Added	P50-3	1		Pole 50 Ft Class 3 Wood
#15	Removed	A5	1		1Ph Deadend
#15	Removed	E1-2	1		Un-grounded Single Down Guy
#15	Removed	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#15	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#15	Removed	M42-11	2		Deadend Assembly #4 or #1-0 ACSR
#15	Removed	O1-0 ACSR	631		OH Conductor 1-0 ACSR
#15	Removed	P45-4	1		Pole 45 Ft Class 4 Wood
#16	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#16	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#16	Added	O336 AAC	640		OH Conductor 336 Aluminum
#16	Added	P50-3	1		Pole 50 Ft Class 3 Wood
#17	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#17	Added	M5-23.1.1	1		Stirrup Hot Line #4 or #1/0
#17	Added	O1-0 TP	4		OH Service Conductor 1-0 Triplex
#17	Added	O336 AAC	580		OH Conductor 336 Aluminum
#17	Added	P50-3	1		Pole 50 Ft Class 3 Wood
#17	ILO	G135	1		1Phase Transformer Pre-mounted arrester
#17	ILO	G25DV	1		Tran OH DV 120/240 25 1 Bush
#17	Removed	A6	1	TAG #228630	1Ph Double Deadend
#17	Removed	M42-11	4	TOP POLE LEAVE AS METER POLE	Deadend Assembly #4 or #1-0 ACSR
#17	Removed	M5-2	1		Pole top pin and insulator
#17	Removed	M5-23.1.1	2		Stirrup Hot Line #4 or #1/0
#17	Removed	O1-0 ACSR	547		OH Conductor 1-0 ACSR
#17	RLO	G135	1		1Phase Transformer Pre-mounted arrester
#17	RLO	G25DV	1		Tran OH DV 120/240 25 1 Bush
#18	Added	C2-2	1		3Ph Small Angle #1-0 ACSR #336 or 795 AA
#18	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#18	Added	O336 AAC	764		OH Conductor 336 Aluminum
#18	Added	P50-H2DI	1	10FT. CONCRETE EMBEDMENT	Pole 50 Ft Ductile Iron Wood CL H2 Equiv
#18.1	Removed	A6	1		1Ph Double Deadend
#18.1	Removed	E1-2	1		Un-grounded Single Down Guy

#18.1	Removed	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#18.1	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#18.1	Removed	M42-11	4		Deadend Assembly #4 or #1-0 ACSR
#18.1	Removed	M5-4	1		DA Bolt Adapter - side insul pole jumper
#18.1	Removed	O1-0 ACSR	124		OH Conductor 1-0 ACSR
#18.1	Removed	P40-3	1		Pole 40 Ft Class 3 Wood
#20	Added	A5-2	1		1Ph Tap off of a Multi-Phase pole
#20	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#20	Added	K18	1		LO: Service Assembly Eye Bolt
#20	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#20	Added	M3-1.1	1		Fused Loadbreak Cutout
#20	Added	M42-11	2		Deadend Assembly #4 or #1-0 ACSR
#20	Added	M5-23.1.1	2		Stirrup Hot Line #4 or #1/0
#20	Added	O1-0 TP	14		OH Service Conductor 1-0 Triplex
#20	Added	O336 AAC	592		OH Conductor 336 Aluminum
#20	Added	O4 ACSR	683		OH Conductor 4 ACSR
#20	Added	P50-H8DI	1	10FT CONCRETE EMBEDMENT	Pole 50 Ft Ductile Iron Wood CL H8 Equiv
#20	ILO	G10DV	1		Tran OH DV 120/240 10 1 Bush
#20	ILO	G135	1		1Phase Transformer Pre-mounted arrester
#20.1	Added	K18	1	TAG #228628	LO: Service Assembly Eye Bolt
#20.1	Removed	A5-1	1	TOP POLE LEAVE AS METER POLE	1Ph Tap off of a 1Ph pole
#20.1	Removed	A6	1		1Ph Double Deadend
#20.1	Removed	E1-1	1		Grounded Single Down Guy
#20.1	Removed	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#20.1	Removed	M42-11	6		Deadend Assembly #4 or #1-0 ACSR
#20.1	Removed	M5-23.1.1	2		Stirrup Hot Line #4 or #1/0
#20.1	Removed	M5-4	1		DA Bolt Adapter - side insul pole jumper
#20.1	Removed	O4 ACSR	661		OH Conductor 4 ACSR
#20.1	Removed	O4 ACSR	235		OH Conductor 4 ACSR
#20.1	RLO	G10DV	1		Tran OH DV 120/240 10 1 Bush
#20.1	RLO	G135	1		1Phase Transformer Pre-mounted arrester
#21	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#21	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#21	Added	O336 AAC	692		OH Conductor 336 Aluminum
#21	Added	P50-3	1		Pole 50 Ft Class 3 Wood
#22	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#22	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#22	Added	O336 AAC	764		OH Conductor 336 Aluminum
#22	Added	P50-3	1		Pole 50 Ft Class 3 Wood

#23	Added	C1-3	1		3Ph Tangent Double Support with Saddle P
#23	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#23	Added	O336 AAC	612		OH Conductor 336 Aluminum
#23	Added	P50-3	1		Pole 50 Ft Class 3 Wood
#24	Added	C8	1		3Ph Double Deadend or Medium Angle
#24	Added	E1-2	1		Un-grounded Single Down Guy
#24	Added	E1-3	1		Un-grounded Double Down Guy
#24	Added	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#24	Added	F1-4	1		Anchor 1" x 10' rod 16k-40k pound anch
#24	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#24	Added	M42-13	8		Deadend Assembly #336
#24	Added	M5-2	1		Pole top pin and insulator
#24	Added	M5-5	2		Cross arm pin and insulator Drop in
#24	Added	O336 AAC	612		OH Conductor 336 Aluminum
#24	Added	P50-1	1		Pole 50 Ft Class 1 Wood
#25	Added	C7-7	2		3Ph Deadend #795 AAC
#25	Added	E1-2	1		Un-grounded Single Down Guy
#25	Added	E1-3	1		Un-grounded Double Down Guy
#25	Added	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#25	Added	F1-4	1		Anchor 1" x 10' rod 16k-40k pound anch
#25	Added	G10DV	1		Tran OH DV 120/240 10 1 Bush
#25	Added	G135	1		1Phase Transformer Pre-mounted arrester
#25	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#25	Added	M42-13	8		Deadend Assembly #336
#25	Added	M5-23.1.1	1		Stirrup Hot Line #4 or #1/0
#25	Added	M5-5	2		Cross arm pin and insulator Drop in
#25	Added	O336 AAC	180		OH Conductor 336 Aluminum
#25	Added	P50-1	1		Pole 50 Ft Class 1 Wood
#25	ILO	L2-2.1	1	FROM #40 TO #25	Security Light 100W High Pressure Sodium
#26	Added	C7-7	1	TAG #229213	3Ph Deadend #795 AAC
#26	Added	E1-2	2		Un-grounded Single Down Guy
#26	Added	F1-3	2		Anchor 3/4"x8' Rod 10k Pound Anchor
#26	Added	M42-11	4		Deadend Assembly #4 or #1-0 ACSR
#26	Added	M5-23.1.1	1		Stirrup Hot Line #4 or #1/0
#26	ILO	M3-1.1	1		Fused Loadbreak Cutout
#26	Removed	C1-3	1		3Ph Tangent Double Support with Saddle P
#26	Removed	M5-23.1.1	1		Stirrup Hot Line #4 or #1/0
#26	RLO	M3-1.1	1		Fused Loadbreak Cutout
#27	Removed	C8N	1		3Ph Double Deadend or Medium Angle Less

#27	Removed	J8	1		Sec or N Assemb Sngl Upset Tangent Neut
#27	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#27	Removed	M3-15E	1		Switch ABS Extendo Stick Operated 900a
#27	Removed	M42-11	6		Deadend Assembly #4 or #1-0 ACSR
#27	Removed	M5-23.1.1	6		Stirrup Hot Line #4 or #1/0
#27	Removed	M5-5	3		Cross arm pin and insulator Drop in
#27	Removed	M5-64	3		Indicator Fault OH LM 100A Min Trp LED
#27	Removed	O1-0 ACSR	892		OH Conductor 1-0 ACSR
#27	Removed	P50-3	1		Pole 50 Ft Class 3 Wood
#28	Removed	C1	1		3Ph Tangent Single Support #4 or #1-0 AC
#28	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#28	Removed	M5-20	3		Suspension Insulator
#28	Removed	M7-13	1		3Ph Volt Reg Rack Mount pre-mount arrest
#28	Removed	O1-0 ACSR	526		OH Conductor 1-0 ACSR
#28	Removed	P45-3	1		Pole 45 Ft Class 3 Wood
#29	Removed	C1	1		3Ph Tangent Single Support #4 or #1-0 AC
#29	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#29	Removed	O1-0 ACSR	160		OH Conductor 1-0 ACSR
#29	Removed	P45-3	1		Pole 45 Ft Class 3 Wood
#30	Removed	C1	1		3Ph Tangent Single Support #4 or #1-0 AC
#30	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#30	Removed	M5-23.1.1	3		Stirrup Hot Line #4 or #1/0
#30	Removed	M9-13	1		3pH Capacitor Rack
#30	Removed	O1-0 ACSR	1503		OH Conductor 1-0 ACSR
#30	Removed	P45-3	1		Pole 45 Ft Class 3 Wood
#31	Removed	C1	1		3Ph Tangent Single Support #4 or #1-0 AC
#31	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#31	Removed	O1-0 ACSR	1504		OH Conductor 1-0 ACSR
#31	Removed	P45-3	1		Pole 45 Ft Class 3 Wood
#32	Removed	C1	1		3Ph Tangent Single Support #4 or #1-0 AC
#32	Removed	C7	1		RO:3Ph Deadend #4 ACSR or 1-0 ACSR&#336A
#32	Removed	E1-2	2		Un-grounded Single Down Guy
#32	Removed	F1-3	2		Anchor 3/4"x8' Rod 10k Pound Anchor
#32	Removed	G10DV	1		Tran OH DV 120/240 10 1 Bush
#32	Removed	G135	1		1Phase Transformer Pre-mounted arrester
#32	Removed	L2-2.2A5	1		Light LED 250W Equiv Type 5 Area-4000
#32	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#32	Removed	M42-11	4		Deadend Assembly #4 or #1-0 ACSR
#32	Removed	M5-23.1.1	6		Stirrup Hot Line #4 or #1/0

#32	Removed	M5-5	1		Cross arm pin and insulator Drop in
#32	Removed	M8-10	1		LO: Meter Loop Underground Service
#32	Removed	O1-0 ACSR	1635		OH Conductor 1-0 ACSR
#32	Removed	P45-3	1		Pole 45 Ft Class 3 Wood
#33	Added	A5-3N	3	TAG #229208	1Ph Tap off an Existing Bolt Less Neutra
#33	Added	J13	2		Sec or N Assemb 336 N DE Assemb
#33	Added	M42-11	3		Deadend Assembly #4 or #1-0 ACSR
#33	Added	M5-23.1.1	3		Stirrup Hot Line #4 or #1/0
#33	Added	O1-0 ACSR	566		OH Conductor 1-0 ACSR
#33	Removed	A5-3N	3		1Ph Tap off an Existing Bolt Less Neutra
#33	Removed	J8	1		Sec or N Assemb Sngl Upset Tangent Neut
#33	Removed	M42-11	3		Deadend Assembly #4 or #1-0 ACSR
#33	Removed	M5-23.1.1	3		Stirrup Hot Line #4 or #1/0
#33	Removed	O1-0 ACSR	138		OH Conductor 1-0 ACSR
#33.1	Added	C1-1	1		3Ph Tangent Double Support #4 or #1-0 AC
#33.1	Added	G10DV	1		Tran OH DV 120/240 10 1 Bush
#33.1	Added	G135	1		1Phase Transformer Pre-mounted arrester
#33.1	Added	L2-2.1A5	1		Light LED 100W Equiv Type 5 Area-4000
#33.1	Added	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#33.1	Added	M5-23.1.1	1		Stirrup Hot Line #4 or #1/0
#33.1	Added	O1-0 ACSR	1074		OH Conductor 1-0 ACSR
#33.1	Added	P45-3	1		Pole 45 Ft Class 3 Wood
#34	Removed	C1N	1		3Ph Tangent Single Support Less Neutral
#34	Removed	J6	1		Sec or N Assemb Swinging Sec clevis
#34	Removed	K18	1		LO: Service Assembly Eye Bolt
#34	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#34	Removed	M42-11	4		Deadend Assembly #4 or #1-0 ACSR
#34	Removed	M42-11.1	3		Deadend Assembly #4 or #1-0 ACSR with b
#34	Removed	M5-20	3		Suspension Insulator
#34	Removed	O1-0 ACSR	1485		OH Conductor 1-0 ACSR
#34	Removed	P45-3	1		Pole 45 Ft Class 3 Wood
#35	Removed	C1N	1		3Ph Tangent Single Support Less Neutral
#35	Removed	J13	1		Sec or N Assemb 336 N DE Assemb
#35	Removed	J6	1		Sec or N Assemb Swinging Sec clevis
#35	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#35	Removed	M42-11	1		Deadend Assembly #4 or #1-0 ACSR
#35	Removed	O1-0 ACSR	58		OH Conductor 1-0 ACSR
#35	Removed	P45-3	1		Pole 45 Ft Class 3 Wood
#36	Removed	A5-1N	1		1Ph Tap off of a 1Ph pole Less Neutral

#36	Removed	C2	1		3Ph Very Small Angle #4 or #1-0 ACSR
#36	Removed	E1-2	1		Un-grounded Single Down Guy
#36	Removed	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#36	Removed	J6	1		Sec or N Assemb Swinging Sec clevis
#36	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#36	Removed	M3-2.1	1		Fused Loadbreak Cutout & Arrester Combin
#36	Removed	M3-2.1	1		Fused Loadbreak Cutout & Arrester Combin
#36	Removed	M5-23.1.1	1		Stirrup Hot Line #4 or #1/0
#36	Removed	O1-0 ACSR	1612		OH Conductor 1-0 ACSR
#36	Removed	P45-3	1		Pole 45 Ft Class 3 Wood
#37	Removed	C1	1		3Ph Tangent Single Support #4 or #1-0 AC
#37	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#37	Removed	O1-0 ACSR	1493		OH Conductor 1-0 ACSR
#37	Removed	P45-3	1		Pole 45 Ft Class 3 Wood
#38	Added	C7-7	1	TAG #228626	3Ph Deadend #795 AAC
#38	Added	C8	1		3Ph Double Deadend or Medium Angle
#38	Added	E1-2	2		Un-grounded Single Down Guy
#38	Added	E1-3	2		Un-grounded Double Down Guy
#38	Added	F1-3	2		Anchor 3/4"x8' Rod 10k Pound Anchor
#38	Added	F1-4	2		Anchor 1" x 10' rod 16k-40k pound anch
#38	Added	M3-1.1	1		Fused Loadbreak Cutout
#38	Added	M3-1.1	1		Fused Loadbreak Cutout
#38	Added	M3-1.1	1		Fused Loadbreak Cutout
#38	Added	M42-11	4		Deadend Assembly #4 or #1-0 ACSR
#38	Added	M42-13	8		Deadend Assembly #336
#38	Added	M5-2	1		Pole top pin and insulator
#38	Added	M5-23.3.1	3		Stirrup Hot Line #336
#38	Added	M5-5	2		Cross arm pin and insulator Drop in
#38	Added	O336 AAC	457		OH Conductor 336 Aluminum
#38	Removed	A5-3	1		1Ph Tap off an Existing Bolt
#38	Removed	A5-3N	2		1Ph Tap off an Existing Bolt Less Neutra
#38	Removed	C1-2	1		3Ph Tangent Single Support with Saddle P
#38	Removed	C7	1		RO:3Ph Deadend #4 ACSR or 1-0 ACSR&#336A
#38	Removed	KDHC	2		RO:Svc Assemb Wedge Clamp w/ drive hook
#38	Removed	M3-2.1	1		Fused Loadbreak Cutout & Arrester Combin
#38	Removed	M3-2.1	1		Fused Loadbreak Cutout & Arrester Combin
#38	Removed	M3-2.1	1		Fused Loadbreak Cutout & Arrester Combin
#38	Removed	M42-13	8		Deadend Assembly #336
#38	Removed	M5-23.1.1	6		Stirrup Hot Line #4 or #1/0

#38	Removed	M5-5	2		Cross arm pin and insulator Drop in
#38	Removed	O1-0 ACSR	1261		OH Conductor 1-0 ACSR
#39	Added	E1-2	1		Un-grounded Single Down Guy
#39	Added	E1-3	1		Un-grounded Double Down Guy
#39	Added	F1-3	1		Anchor 3/4"x8' Rod 10k Pound Anchor
#39	Added	F1-4	1		Anchor 1" x 10' rod 16k-40k pound anch
#39	Removed	E1-2	1		Un-grounded Single Down Guy
#39	Removed	E1-3	1		Un-grounded Double Down Guy
#40	Removed	C7-5	1		RO:3Ph Deadend #1-0ACSR #336AAC, 795AAC
#40	Removed	E1-2	2		Un-grounded Single Down Guy
#40	Removed	F1-3	2		Anchor 3/4"x8' Rod 10k Pound Anchor
#40	Removed	M2-2	1		Pole Grnd Butt Plate NESC "Made Ground"
#40	Removed	M3-1.1	1		Fused Loadbreak Cutout
#40	Removed	M3-1.1	1		Fused Loadbreak Cutout
#40	Removed	M3-1.1	1		Fused Loadbreak Cutout
#40	Removed	M42-13	4		Deadend Assembly #336
#40	Removed	M5-23.3.1	3		Stirrup Hot Line #336
#40	Removed	O336 AAC	318		OH Conductor 336 Aluminum
#40	Removed	P45-3	1		Pole 45 Ft Class 3 Wood
#40	RLO	L2-2.1	1	FROM #40 TO #25	Security Light 100W High Pressure Sodium

Summary

Unit	Function	Quantity	Description
A5	Removed	1	1Ph Deadend
A5-1	Removed	1	1Ph Tap off of a 1Ph pole
A5-1N	Removed	1	1Ph Tap off of a 1Ph pole Less Neutral
A5-2	Added	1	1Ph Tap off of a Multi-Phase pole
A5-3	Removed	1	1Ph Tap off an Existing Bolt
A5-3N	Removed	5	1Ph Tap off an Existing Bolt Less Neutra
A5-3N	Added	3	1Ph Tap off an Existing Bolt Less Neutra
A6	Removed	3	1Ph Double Deadend
C1	Removed	6	3Ph Tangent Single Support #4 or #1-0 AC
C1-1	Removed	1	3Ph Tangent Double Support #4 or #1-0 AC
C1-1	Added	2	3Ph Tangent Double Support #4 or #1-0 AC
C1-2	Removed	1	3Ph Tangent Single Support with Saddle P
C1-3	Added	14	3Ph Tangent Double Support with Saddle P
C1-3	Removed	2	3Ph Tangent Double Support with Saddle P
C1N	Removed	2	3Ph Tangent Single Support Less Neutral
C2	Removed	1	3Ph Very Small Angle #4 or #1-0 ACSR

C2-2	Added	1	3Ph Small Angle #1-0 ACSR #336 or 795 AA
C7	Removed	2	RO:3Ph Deadend #4 ACSR or 1-0 ACSR&#336A
C7-5	Removed	1	RO:3Ph Deadend #1-0ACSR #336AAC, 795AAC
C7-7	Added	6	3Ph Deadend #795 AAC
C8	Added	5	3Ph Double Deadend or Medium Angle
C8N	Removed	1	3Ph Double Deadend or Medium Angle Less
E1-1	Removed	1	Grounded Single Down Guy
E1-2	Removed	9	Un-grounded Single Down Guy
E1-2	Added	10	Un-grounded Single Down Guy
E1-3	Added	8	Un-grounded Double Down Guy
E1-3	Removed	1	Un-grounded Double Down Guy
F1-3	Removed	9	Anchor 3/4"x8' Rod 10k Pound Anchor
F1-3	Added	10	Anchor 3/4"x8' Rod 10k Pound Anchor
F1-4	Added	8	Anchor 1" x 10' rod 16k-40k pound anch
G10DV	RLO	1	Tran OH DV 120/240 10 1 Bush
G10DV	ILO	1	Tran OH DV 120/240 10 1 Bush
G10DV	Added	2	Tran OH DV 120/240 10 1 Bush
G10DV	Removed	1	Tran OH DV 120/240 10 1 Bush
G135	RLO	2	1Phase Transformer Pre-mounted arrester
G135	ILO	2	1Phase Transformer Pre-mounted arrester
G135	Added	2	1Phase Transformer Pre-mounted arrester
G135	Removed	1	1Phase Transformer Pre-mounted arrester
G25DV	RLO	1	Tran OH DV 120/240 25 1 Bush
G25DV	ILO	1	Tran OH DV 120/240 25 1 Bush
J13	Removed	1	Sec or N Assemb 336 N DE Assemb
J13	Added	2	Sec or N Assemb 336 N DE Assemb
J6	Removed	3	Sec or N Assemb Swinging Sec clevis
J8	Removed	2	Sec or N Assemb Sngl Upset Tangent Neut
K18	Added	2	LO: Service Assembly Eye Bolt
K18	Removed	1	LO: Service Assembly Eye Bolt
KDHC	Removed	2	RO:Svc Assemb Wedge Clamp w/ drive hook
L2-2.1	RLO	1	Security Light 100W High Pressure Sodium
L2-2.1	ILO	1	Security Light 100W High Pressure Sodium
L2-2.1A5	Added	1	Light LED 100W Equiv Type 5 Area-4000
L2-2.2A5	Removed	1	Light LED 250W Equiv Type 5 Area-4000
M2-2	Removed	15	Pole Grnd Butt Plate NESC "Made Ground"
M2-2	Added	18	Pole Grnd Butt Plate NESC "Made Ground"
M2-2.2	Added	3	Grounding Assembly Large Copper Plate W/
M3-1.1	Removed	6	Fused Loadbreak Cutout

M3-1.1	Added	7	Fused Loadbreak Cutout
M3-1.1	RLO	1	Fused Loadbreak Cutout
M3-1.1	ILO	1	Fused Loadbreak Cutout
M3-14B	Removed	3	Switch Inline Tension
M3-15E	Added	1	Switch ABS Extendo Stick Operated 900a
M3-15E	Removed	1	Switch ABS Extendo Stick Operated 900a
M3-2.1	Removed	5	Fused Loadbreak Cutout & Arrester Combin
M42-11	Removed	38	Deadend Assembly #4 or #1-0 ACSR
M42-11	Added	21	Deadend Assembly #4 or #1-0 ACSR
M42-11.1	Removed	3	Deadend Assembly #4 or #1-0 ACSR with b
M42-13	Removed	13	Deadend Assembly #336
M42-13	Added	53	Deadend Assembly #336
M42-17	Removed	9	Deadend Assembly #795
M42-17	Added	9	Deadend Assembly #795
M5-2	Removed	1	Pole top pin and insulator
M5-2	Added	2	Pole top pin and insulator
M5-20	Added	3	Suspension Insulator
M5-20	Removed	6	Suspension Insulator
M5-21	Removed	2	Fiberglass Extension Link
M5-23.1.1	Removed	37	Stirrup Hot Line #4 or #1/0
M5-23.1.1	Added	17	Stirrup Hot Line #4 or #1/0
M5-23.3.1	Removed	3	Stirrup Hot Line #336
M5-23.3.1	Added	17	Stirrup Hot Line #336
M5-23.7.1	Added	9	Stirrup Hot Line #795
M5-23.7.1	Removed	2	Stirrup Hot Line #795
M5-4	Removed	2	DA Bolt Adapter - side insul pole jumper
M5-5	Added	9	Cross arm pin and insulator Drop in
M5-5	Removed	6	Cross arm pin and insulator Drop in
M5-61.3	Removed	1	Three Phase Off Pole Arrester
M5-61.3	Added	2	Three Phase Off Pole Arrester
M5-64	Removed	6	Indicator Fault OH LM 100A Min Trp LED
M5-64	Added	3	Indicator Fault OH LM 100A Min Trp LED
M7-13	Added	1	3Ph Volt Reg Rack Mount pre-mount arrest
M7-13	Removed	1	3Ph Volt Reg Rack Mount pre-mount arrest
M8-10	Removed	1	LO: Meter Loop Underground Service
M9-13	Added	1	3pH Capacitor Rack
M9-13	Removed	1	3pH Capacitor Rack
O1-0 ACSR	Removed	16903	OH Conductor 1-0 ACSR
O1-0 ACSR	Added	2419	OH Conductor 1-0 ACSR

O1-0 TP	Added	18	OH Service Conductor 1-0 Triplex
O336 AAC	Removed	318	OH Conductor 336 Aluminum
O336 AAC	Added	13540	OH Conductor 336 Aluminum
O4 ACSR	Removed	896	OH Conductor 4 ACSR
O4 ACSR	Added	683	OH Conductor 4 ACSR
O795 AAC	Added	1595	OH Conductor 795 AAC
P40-3	Removed	1	Pole 40 Ft Class 3 Wood
P45-3	Removed	10	Pole 45 Ft Class 3 Wood
P45-3	Added	2	Pole 45 Ft Class 3 Wood
P45-4	Removed	2	Pole 45 Ft Class 4 Wood
P50-1	Removed	1	Pole 50 Ft Class 1 Wood
P50-1	Added	5	Pole 50 Ft Class 1 Wood
P50-20KIPDI	Added	1	Pole 50 Ft Ductile Iron Cl 20KIP
P50-3	Added	7	Pole 50 Ft Class 3 Wood
P50-3	Removed	1	Pole 50 Ft Class 3 Wood
P50-H1DI	Added	1	Pole 50 Ft Ductile Iron Wood CL H1 Equiv
P50-H2DI	Added	1	Pole 50 Ft Ductile Iron Wood CL H2 Equiv
P50-H8DI	Added	1	Pole 50 Ft Ductile Iron Wood CL H8 Equiv
P55-1	Added	1	Pole 55 Ft Class 1 Wood
P55-3	Added	2	Pole 55 Ft Class 3 Wood
P55-H1DI	Added	1	Pole 55 Ft Ductile Iron Wood CL H1 Equiv

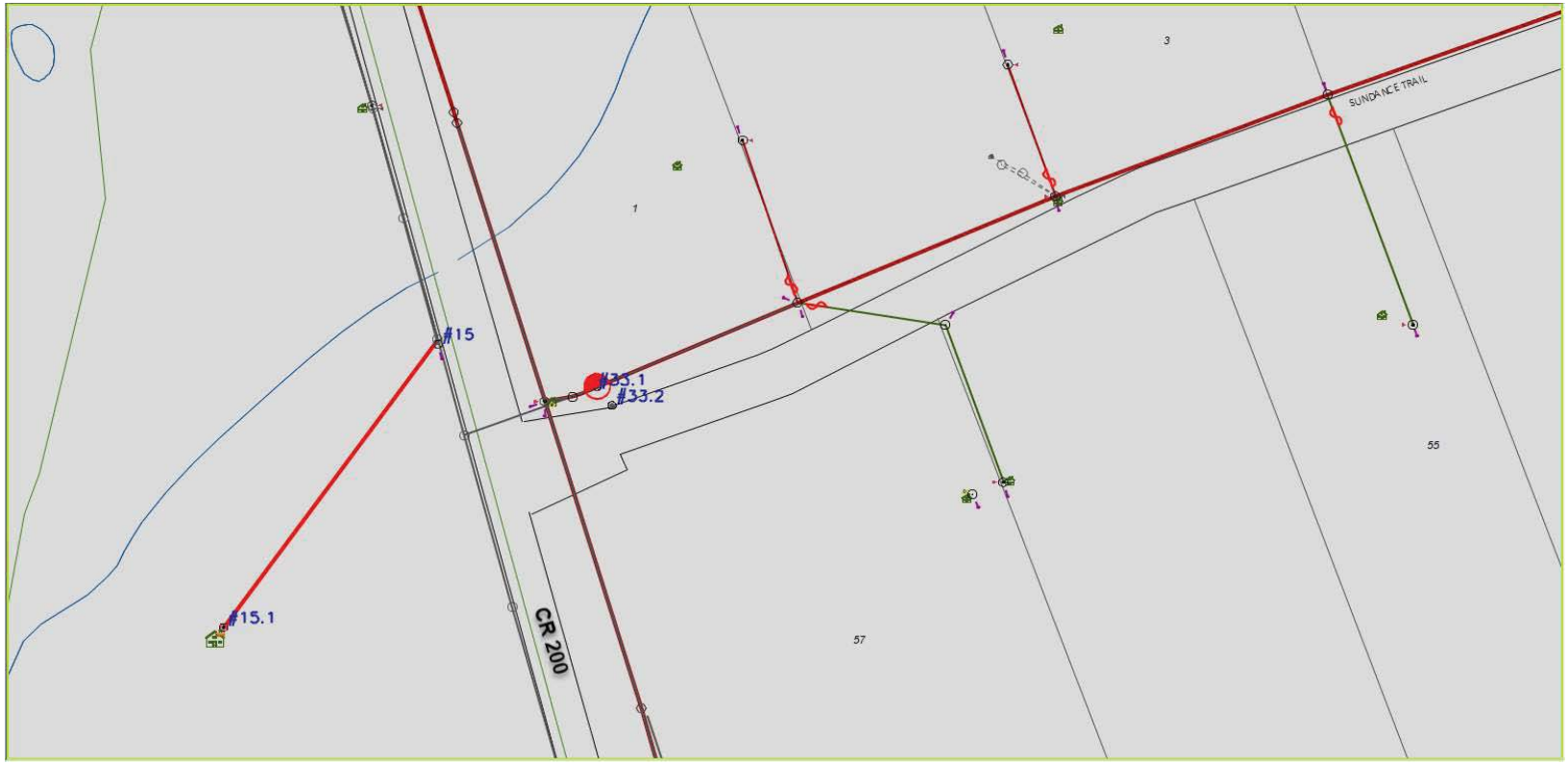
Pedernales Electric Cooperative

CONSTRUCTION PACKET - MAP SKETCH Printed:

X Coordinate:	0	Description:			
Y Coordinate:	0	RELOCATE UNDERGROUND UTILITIES TO ACCOMODATE ROAD IMPROVEMENT PROJECT		WO Number:	120678
GPS N				Design Name:	RW_AN130_CR 200_3 LANE_UG
GPS W					
County:		Job Site:		Name & Address:	
City	LIBERTY HILL	251 CR 200 YOUTH FIELDS			
Substat:	ANDICE				
Feeder:	AN130	Date Letter Sent:		USC Location:	0
Subdivision:		Amount Due:			
Phase:	ABC	Date Payment Recd:		Main Phone:	
		Amount Recd:		Business Phone:	
Sect:		Directions:		Cell Phone:	
Lot:		FROM INTERSECTION OF CR200 AND HWY 29 TRAVEL NORTH ALONG CR 200 TO 251 CR 200		Appl Date:	4/3/2018
Block:				Released:	
One Call:					
One Call:				Staked By:	LTSI
1 Tel Co:					
Communications:		Comments:			
Communications:		START POLE TAG # , END TAG #		Voltage/Phase:	14.4/ABC
1 Gas Co:					
1 CATV:					
1 Water:				Completed By:	
1 Wastewater:		Eas Rec:			

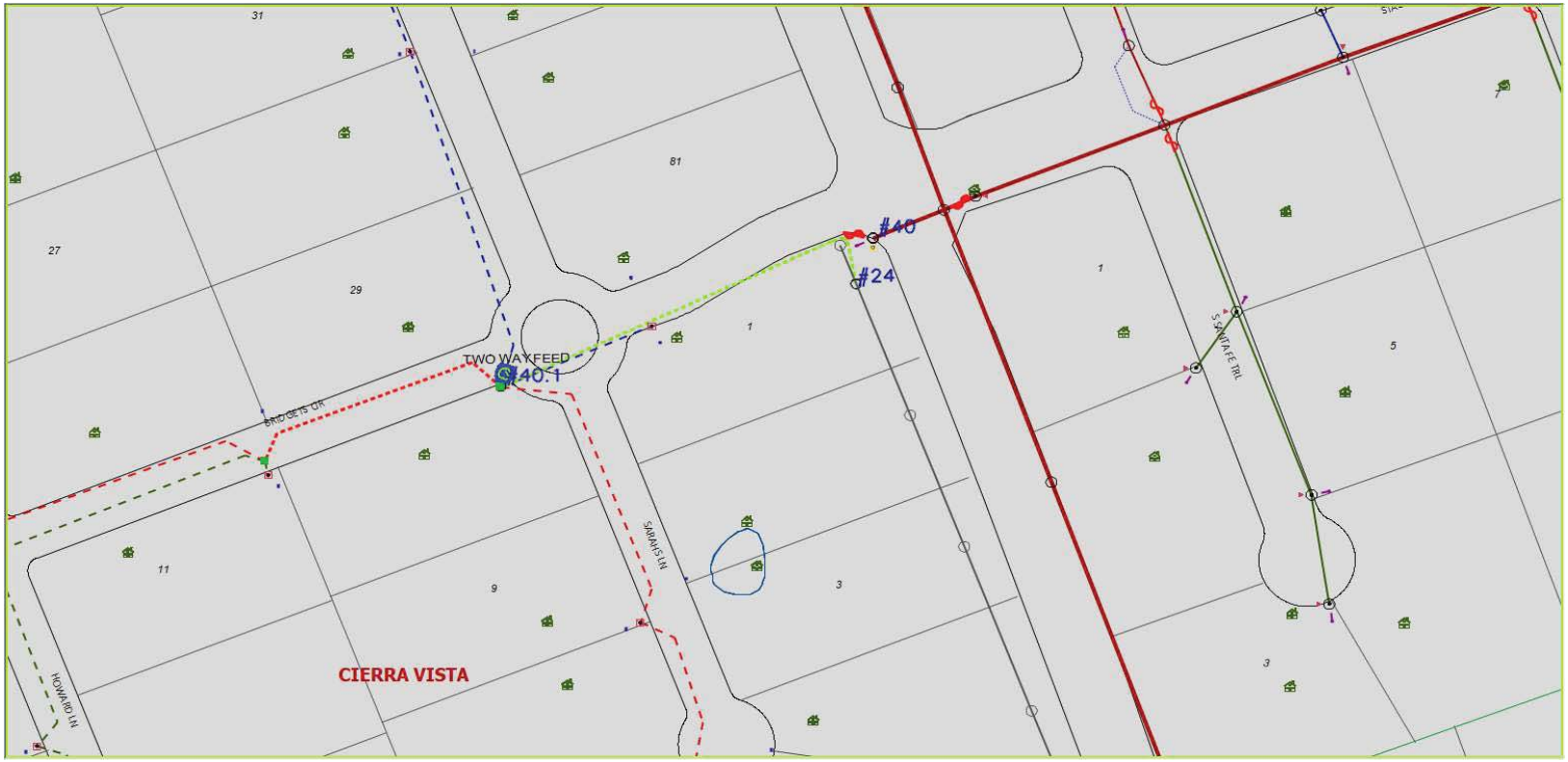
Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



Pedernales Electric Cooperative

CONSTRUCTION PACKET - OVERALL MAP



ASSEMBLY UNITS SUMMARY

Location

Location Name	Function	Unit	Quantity	Remark	Description
#15	Added	M5-23.1.1	1		Stirrup Hot Line #4 or #1/0
#15	Added	UM2-1.3	5		1 Ph Standoff Bracket 3"
#15	Added	VUM2-4	1		24.9 1P Riser
#15	Removed	M5-23.1.1	1		Stirrup Hot Line #4 or #1/0
#15	Removed	VUM2-4	1		24.9 1P Riser
#15.1	Added	VU1-0AL	452		Cable Prmy 1-0 URD 25KV Al
#15.1	Added	VUM3-1	1	TAG #120726	25KV Prmy Cable Terminal
#15.1	Removed	VU1-0AL	447		Cable Prmy 1-0 URD 25KV Al
#15.1	Removed	VUM3-1	1		25KV Prmy Cable Terminal
#24	Added	M5-23.3.1	3		Stirrup Hot Line #336
#24	Added	UM2-3.3	5		3 Ph Standoff Bracket 3"
#24	Added	VUM2-6S	1		3 Ph 1/0 Riser with Standoff
#33.1	Added	UM2-1.3	5	SECONDARY RISER	1 Ph Standoff Bracket 3"
#33.2	Added	U2-0 ALTP	30		URD Conductor 2-0 Al Triplex
#33.2	Added	U2-0 ALTP	1		URD Conductor 2-0 Al Triplex
#40	Removed	M5-23.3.1	3		Stirrup Hot Line #336
#40	Removed	VUM2-6	1		24.9 3P Riser
#40.1	Added	VU1-0AL	1346		Cable Prmy 1-0 URD 25KV Al
#40.1	Added	VUM3-1	3	TAG #326362	25KV Prmy Cable Terminal
#40.1	Removed	VU1-0AL	1278		Cable Prmy 1-0 URD 25KV Al
#40.1	Removed	VUM3-1	3		25KV Prmy Cable Terminal

Summary

Unit	Function	Quantity	Description
M5-23.1.1	Added	1	Stirrup Hot Line #4 or #1/0
M5-23.1.1	Removed	1	Stirrup Hot Line #4 or #1/0
M5-23.3.1	Removed	3	Stirrup Hot Line #336
M5-23.3.1	Added	3	Stirrup Hot Line #336
U2-0 ALTP	Added	31	URD Conductor 2-0 Al Triplex
UM2-1.3	Added	10	1 Ph Standoff Bracket 3"
UM2-3.3	Added	5	3 Ph Standoff Bracket 3"
VU1-0AL	Removed	1725	Cable Prmy 1-0 URD 25KV Al

VU1-0AL	Added	1798	Cable Prmy 1-0 URD 25KV Al
VUM2-4	Added	1	24.9 1P Riser
VUM2-4	Removed	1	24.9 1P Riser
VUM2-6	Removed	1	24.9 3P Riser
VUM2-6S	Added	1	3 Ph 1/0 Riser with Standoff
VUM3-1	Added	4	25KV Prmy Cable Terminal
VUM3-1	Removed	4	25KV Prmy Cable Terminal

Cost Summary
Pedernales Electric Cooperative

Williamson County

County Road 200

From: HWY 29
To: Bridget Circle

Pedernales Electric Cooperative, Inc. (PEC) Cost:	$269,939.76
Lamar Technical Services, Inc. (LTSI) Cost:	$144,625.00
Arbol Tree Service Cost:	$7,840.00
R.O.W. Cost:	$2,945.00
Doyle Electric Cost:	$20,660.00
Statewide Safety Systems Cost:	$5,334.00
Kasparian Underground Cost:	$13,527.00
Total Cost:	$464,870.76
Reimbursement Eligibility Ratio:	100%
Amount Eligible for Reimbursement	**$464,870.76**

POWER OF COMMUNITY
PEDERNALES ELECTRIC COOPERATIVE

Statement of Estimated Cost

Itemized Invoice **7/6/2020**

Liberty Hill District

10625 W W State Hwy 29

Liberty Hill, TX 78642

Estimate is for budgeting purposes only. Cost is subject to change pending review and approval of final design.

Work Order No.115308 RW_AN130_CR 200_ 3 LANE				
DESCRIPTION	**Quantity**	**MATERIAL**	**LABOR**	**AMOUNT**
INSTALL				
A5-2	1	$47.70	$224.50	$272.20
A5-3N	3	$33.52	$198.53	$232.05
C1-1	2	$972.68	$685.40	$1,658.08
C1-3	14	$7,358.93	$4,797.73	$12,156.66
C2-2	1	$601.57	$519.95	$1,121.52
C7-7	6	$1,906.33	$2,836.10	$4,742.43
C8	5	$1,928.26	$5,081.35	$7,009.61
E1-2	12	$921.10	$1,559.85	$2,480.95
E1-3	8	$1,755.12	$1,228.98	$2,984.10
F1-3	12	$456.70	$2,410.68	$2,867.38
F1-4	8	$805.88	$5,105.57	$5,911.45
G10DV	3	$2,759.02	$1,843.44	$4,602.46
G135	4	$521.16	$236.33	$757.49
G25DV	1	$1,195.33	$614.49	$1,809.82
J13	2	$27.13	$165.45	$192.58
K18	2	$0.00	$118.16	$118.16
L2-2.1	1	$130.96	$401.78	$532.74
L2-2.1 A5	1	$233.01	$212.70	$445.71
M2-2	19	$2,332.56	$1,571.67	$3,904.23
M2-2.2	3	$442.93	$337.98	$780.91
M3-1.1	8	$1,431.82	$1,228.98	$2,660.80
M3-15E	2	$13,171.66	$4,939.55	$18,111.21
M42-11	21	$192.33	$1,985.28	$2,177.61
M42-13	53	$719.01	$5,010.46	$5,729.47
M42-17	9	$247.05	$850.82	$1,097.87
M5-2	2	$49.88	$118.16	$168.04

M5-20	**3**	$62.84	$283.61	$346.45
M5-23.1.1	**13**	$305.47	$768.11	$1,073.58
M5-23.3.1	**21**	$473.94	$1,240.81	$1,714.75
M5-23.7.1	**9**	$234.86	$531.78	$766.64
M5-5	**9**	$245.34	$531.78	$777.12
M5-61.3	**2**	$529.54	$330.90	$860.44
M5-64	**3**	$1,503.12	$59.19	$1,562.31
M7-13	**1**	$9,415.81	$9,879.07	$19,294.88
M8-10	**2**	$0.00	$354.50	$354.50
M9-13	**1**	$1,599.58	$2,044.35	$3,643.93
01-0 ACSR	**622**	$202.45	$514.51	$716.96
0336 AAC	**14,278**	$12,667.16	$28,683.17	$41,350.33
04 ACSR	**432**	$66.03	$255.24	$321.27
04 TP	**21**	$11.39	$37.22	$48.61
0795 AAC	**765**	$1,429.99	$3,344.83	$4,774.82
P45-3	**2**	$935.74	$945.36	$1,881.10
P50-1	**5**	$3,426.63	$2,895.20	$6,321.83
P50-3	**7**	$4,410.13	$4,053.24	$8,463.37
P50-H1DI	**1**	$2,934.20	$579.03	$3,513.23
P50-H2DI	**1**	$4,254.60	$579.03	$4,833.63
P50-H8DI	**1**	$6,369.16	$579.03	$6,948.19
P50-20KIP	**1**	$12,500.50	$579.03	$13,079.53
P55-1	**1**	$987.08	$720.84	$1,707.92
P55-3	**2**	$1,520.90	$1,441.68	$2,962.58
P55-H1DI	**1**	$2,989.00	$720.84	$3,709.84
REMOVAL				
A5	**1**	$0.00	$82.72	$82.72
A5-1	**1**	$0.00	$94.54	$94.54
A5-1N	**1**	$0.00	$82.72	$82.72
A5-3	**1**	$0.00	$94.54	$94.54
A5-3N	**5**	$0.00	$413.60	$413.60
A6	**3**	$0.00	$496.29	$496.29
C1	**6**	$0.00	$709.02	$709.02
C1-1	**1**	$0.00	$189.05	$189.05
C1-2	**1**	$0.00	$129.98	$129.98
C1-3	**2**	$0.00	$378.13	$378.13
C1N	**2**	$0.00	$189.05	$189.05
C2	**1**	$0.00	$189.05	$189.05

C7	**2**	$0.00	$567.22	$567.22
C7-5	**1**	$0.00	$283.61	$283.61
C8N	**1**	$0.00	$449.06	$449.06
E1-1	**1**	$0.00	$94.54	$94.54
E1-2	**9**	$0.00	$850.82	$850.82
E1-3	**1**	$0.00	$106.33	$106.33
F1-3	**9**	$0.00	$531.78	$531.78
G10DV	**2**	$0.00	$638.12	$638.12
G135	**3**	$0.00	$141.80	$141.80
G25DV	**1**	$0.00	$319.06	$319.06
J13	**2**	$0.00	$141.80	$141.80
J6	**3**	$0.00	$141.80	$141.80
J8	**2**	$0.00	$70.90	$70.90
KDHC	**3**	$0.00	$35.43	$35.43
L2-2.1	**1**	$0.00	$224.51	$224.51
L2-2.1A5	**1**	$0.00	$94.55	$94.55
M2-2	**16**	$0.00	$945.36	$945.36
M3-1.1	**4**	$0.00	$330.90	$330.90
M3-14B	**3**	$0.00	$567.22	$567.22
M3-15E	**1**	$0.00	$809.75	$809.75
M3-2.1	**4**	$0.00	$378.13	$378.13
M42-11	**44**	$0.00	$2,079.81	$2,079.81
M42-11.1	**3**	$0.00	$141.80	$141.80
M42-13	**13**	$0.00	$614.47	$614.47
M42-17	**9**	$0.00	$425.40	$425.40
M5-2	**1**	$0.00	$35.43	$35.43
M5-20	**6**	$0.00	$283.61	$283.61
M5-23.1.1	**37**	$0.00	$874.47	$874.47
M5-23.3.1	**3**	$0.00	$106.33	$106.33
M5-23.7.1	**2**	$0.00	$70.90	$70.90
M5-4	**2**	$0.00	$70.90	$70.90
M5-5	**6**	$0.00	$212.71	$212.71
M5-61.3	**1**	$0.00	$141.80	$141.80

M5-64	**6**	$0.00	$118.41	$118.41
M7-13	**1**	$0.00	$3,663.30	$3,663.30
M8-10	**2**	$0.00	$354.51	$354.51
M9-13	**1**	$0.00	$756.28	$756.28
01-0 ACSR	**15,971**	$0.00	$5,661.90	$5,661.90
0336 AAC	**524**	$0.00	$619.21	$619.21
04 TB	**90**	$0.00	$106.33	$106.33
0795 AAC	**765**	$0.00	$1,988.81	$1,988.81
P40-3	**2**	$0.00	$449.06	$449.06
P45-3	**10**	$0.00	$2,599.77	$2,599.77
P45-4	**2**	$0.00	$519.96	$519.96
P50-1	**1**	$0.00	$319.06	$319.06
P50-3	**1**	$0.00	$319.06	$319.06
			TOTAL:	$248,858.01

DIRECT ALL INQUIRIES TO:
Dirk Field - Electrical Distribution Design & Planning Manager
1-800-868-4791 Ext. 7020
dirk.field@peci.com

POWER OF COMMUNITY
PEDERNALES ELECTRIC COOPERATIVE

Statement of Estimated Cost

Itemized Invoice **7/6/2020**

Liberty Hill District

10625 W W State Hwy 29

Liberty Hill, TX 78642

Estimate is for budgeting purposes only. Cost is subject to change pending review and approval of final design.

Work Order No.120678
RW_AN130_CR 200_ 3 LANE

DESCRIPTION	Quantity	MATERIAL	LABOR	AMOUNT
INSTALL				
M5-23.1.1	1	$23.49	$59.09	$82.58
M5-23.3.1	3	$67.70	$177.28	$244.98
U350 ALTP	89	$254.89	$347.06	$601.95
UM2-1.3	9	$355.25	$1,063.54	$1,418.79
UM2-3.3	5	$291.09	$768.11	$1,059.20
VU1-0AL	2,087	$5,731.98	$2,959.46	$8,691.44
VUM2-4S	1	$630.85	$945.36	$1,576.21
VUM2-6S	1	$1,543.49	$1,477.14	$3,020.63
VUM3-1	4	$156.34	$330.90	$487.24
ACSR 4	0.403	$0.06	$0.00	$0.06
REMOVAL				
M5-23.1.1	1	$0.00	$23.63	$23.63
M5-23.3.1	3	$0.00	$106.34	$106.34
VU1-0AL	1,916	$0.00	$2,717.00	$2,717.00
VUM2-4	1	$0.00	$307.24	$307.24
VUM2-6	1	$0.00	$460.85	$460.85
VUM3-1	4	$0.00	$283.61	$283.61
			TOTAL:	$21,081.75

DIRECT ALL INQUIRIES TO:
Dirk Field - Electrical Distribution Design & Planning Manager
1-800-868-4791 Ext. 7020
dirk.field@peci.com

LAMAR TECHNICAL SERVICES, INC.

Please note that all information included in the attached cost estimate is strictly confidential and is intended only for the use of Hays County and Pedernales Electric Cooperative, Inc. (PEC) staff required to review. In no way shall this information be published, conveyed, transmitted or communicated in any fashion including to employees of Lamar Technical Services, Inc. (LTSI) or other vendors without prior written consent from LTSI.

LAMAR TECHNICAL SERVICES, INC.

2000 Windy Terrace, Bldg. 3A
Cedar Park, TX 78613
(512) 996-8630

LAMAR TECHNICAL SERVICES, INC. STANDARD AGREEMENT COST ESTIMATE

CR 200 3 Lane_OH - WO# 115308

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	$	$
Engineering	1	Construction Drawings - Technician I	Hourly	120	$105.00	$12,600.00
	2	Field Staking - Line Staking Technician I	Hourly	90	$105.00	$9,450.00
	3	Field Staking - Line Staking Technician III	Hourly	90	$55.00	$4,950.00
	4	Staking Sheets - Technician I	Hourly	120	$105.00	$12,600.00
	5	GPS Mapping - Technician I	Hourly	80	$105.00	$8,400.00
	6	GPS Mapping - Technician III	Hourly	80	$55.00	$4,400.00
	7	Engineering Seal	Hourly	40	$150.00	$6,000.00
	8	Project Managemant - Technician I	Hourly	250	$105.00	$26,250.00
	9	Easements - Technician I	Hourly	120	$105.00	$12,600.00
	10	Reimbursement Agreement - Technician I	Hourly	40	$105.00	$4,200.00
	11	Hotel Expense	Daily	0	$0.00	$0.00
		TOTALS		**1030.00**		**$101,450.00**
		Plus 25% incidentals				**$ 126,812.50**

We appreciate the opportunity to provide an estimate for this project. Feel free to contact Blair Smith with any questions you may have.

Sincerely,

Blair Smith
Lamar Technical Services, Inc.
blair.smith@lamartechnicalservices.com

LAMAR TECHNICAL SERVICES, INC.

2000 Windy Terrace, Bldg. 3A
Cedar Park, TX 78613
(512) 996-8630

LAMAR TECHNICAL SERVICES, INC. STANDARD AGREEMENT COST ESTIMATE

CR 200 3 Lane_UG - WO# 120678

	Item No.	Description	Unit	Estimated Costs		
				QTY	Unit Price	Amount
				#	$	$
Engineering	1	Construction Drawings - Technician I	Hourly	20	$105.00	$2,100.00
	2	Field Staking - Line Staking Technician I	Hourly	10	$105.00	$1,050.00
	3	Field Staking - Line Staking Technician III	Hourly	10	$55.00	$550.00
	4	Staking Sheets - Technician I	Hourly	10	$105.00	$1,050.00
	5	GPS Mapping - Technician I	Hourly	20	$105.00	$2,100.00
	6	GPS Mapping - Technician III	Hourly	20	$55.00	$1,100.00
	7	Engineering Seal	Hourly	0	$0.00	$0.00
	8	Project Managemant - Technician I	Hourly	40	$105.00	$4,200.00
	9	Easements - Technician I	Hourly	0	$105.00	$0.00
	10	Reimbursement Agreement - Technician I	Hourly	20	$105.00	$2,100.00
	11	Hotel Expense	Daily	0	$0.00	$0.00
		TOTALS		**150.00**		**$14,250.00**
		Plus 25% incidentals				**$ 17,812.50**

We appreciate the opportunity to provide an estimate for this project. Feel free to contact Blair Smith with any questions you may have.

Sincerely,

Blair Smith
Lamar Technical Services, Inc.
blair.smith@lamartechnicalservices.com

Trimming/Clearing Request

Updated 02/12/2019

Requester: Blair Smith LTSI

Date Requested: 04.01.20.

Work Order: 115308

SO Number: N/A

Forester: N/A

Estimated Cost: $ N/A

Vendor: Arbol Tree Svc.

Estimated Cost: $ 7,840.00

Work Type:

- [x] Ground to Sky Clearing
- [x] Proximity Trimming
- [x] Clear 10' Around Poles
- [ ] Line Extension
- [ ] CIP Hourly
- [ ] EXP Hourly
- [ ] Long Term Project
- [ ] Multiple SO's

Comments:

T-9, T-21, T-18.

RW_AN130_Cr.200

* Estimated @ 20 Standard units *

Vendor Name: _____

Requisition #: _____ Date Requested: _____

Purchase Order#: _____ Date Ordered: _____

Forester Name: _____

Requisition #: _____ Date Requested: _____

Purchase Order#: _____ Date Ordered: _____

R.Ø.W.

La Grange Office • PO Box 608 • La Grange, TX 78945 • PH: 979-247-3448

Pre-Bid

April 16, 2020

Attn: Blair Smith
blair.smith@lamartechnicalservices.com

P.E.C Liberty Hill District
R.W. AN130-CR200-3 Lane

WO: 115308

Please see the below estimate for the work we discussed for PEC.

Scope of work:

Cut fence & install New chain link fence "black vinyl" 4' Tall by 4' box for safety
Plus extra fence work (Custom Work)

Hard bid	=	$2,780.00
Rock Clause	=	$ 165.00
TOTAL:		**$2,945.00**

Thank you for the opportunity to propose our services.

John Clemons

512-755-3342

Doyle Electric, LLC
1108 S. Lakeside Dr.
Burnet, Texas 78611
Phone: 512-845-0607

Bid Proposal

Date: 04/04/2020

Attention: Blair Smith - LTSI
Carl Hibler - PEC

SUBJECT: County Rd 200 Expansion, Liberty Hill Tx.
Electrical Proposal - #1 – New Service for Subdivision Entry

Thank you for the opportunity to offer our proposal for the subject project. Our pricing encompasses:

I. Documents

A. Specifications and Drawings - No drawings. Service to be built per PEC Specs

II. Scope of Work

A. Our proposal includes:

1. 100’ of trench, conduit, and wire from new PEC pole to service location
2. EMT riser and wire, up new PEC pole
3. New meter and panel (post or pedestal type)
4. Inground Quazite box on load side of panel for future customer connections
5. Permit
6. Demo old panel and meter on existing pole

B. Clarifications:

1. Base price is based off on-site meeting, on 4-2-20.

C. Exclusions:

1. Overtime
2. Utility company charges/fees
3. Roof penetrations
4. Payment and performance bond
5. Fire Alarm. Tele/data Systems
6. Trash removal other than our trash
7. Painting
8. SWPPP
9. All formed Concrete transformer pads
10. Light Pole Bases
11. Low Voltage Cabling and systems
12. Arc Fault Analysis/Engineering Fees

III. Pricing Summary

A. Base Bid **$11,635.00**

Note: An Approval or Notice To Proceed is needed before material is ordered.

Please call me if you have any questions or require additional information

Sincerely,

Doyle Electric, LLC
TECL #32035
Tommy Doyle
(512) 845-0607

Quote Approved By: _____

Date: _____

Doyle Electric, LLC
1108 S. Lakeside Dr.
Burnet, Texas 78611
Phone: 512-845-0607

Bid Proposal

Date: 04/04/2020

Attention: Blair Smith - LTSI
Carl Hibler - PEC

SUBJECT: County Rd 200 Expansion, Liberty Hill Tx.
Electrical Proposal - #2 – New Service for Ball Field

Thank you for the opportunity to offer our proposal for the subject project. Our pricing encompasses:

I. Documents

A. Specifications and Drawings - No drawings. Service to be built per PEC Specs

II. Scope of Work

A. Our proposal includes:

1. 15’ of trench, conduit, and wire from new PEC pole to inground Quazite box
2. Reuse existing Meter and Panel on new PEC pole
3. Extend riser additional 10’ on new pole
4. Inground Quazite box to capture and refeed existing circuits
5. Permit

B. Clarifications:

1. Base price is based off on-site meeting, on 4-2-20.

C. Exclusions:

1. Overtime
2. Utility company charges/fees
3. Roof penetrations
4. Payment and performance bond
5. Fire Alarm. Tele/data Systems
6. Trash removal other than our trash
7. Painting
8. SWPPP
9. All formed Concrete transformer pads
10. Light Pole Bases
11. Low Voltage Cabling and systems
12. Arc Fault Analysis/Engineering Fees

III. Pricing Summary

A. Base Bid **$9,025.00**

Note: An Approval or Notice To Proceed is needed before material is ordered.

Please call me if you have any questions or require additional information

Sincerely,

Doyle Electric, LLC
TECL #32035
Tommy Doyle
(512) 845-0607

Quote Approved By: _____

Date: _____

TRAFFIC CONTROL SERVICES PROPOSAL

STATEWIDE
SAFETY SYSTEMS

1307 Wells Branch Pkwy * Pflugerville, TX 78660 * Office 512.251.3155

PROPOSAL SUBMITTED TO	**ATTN**	**DATE**
LAMAR TECHNICAL SERVICES	BRIAN KORASKA	**8/11/20 3:50 PM**
STREET	**PHONE** 512-657-8660	
CITY, STATE AND ZIP CODE	**EMAIL** BRIAN.LORASKA@LAMARTECHNICALSERVIC	

Job Location:

ITEM #	ITEM DESCRIPTION	QUANTITY	UOM	PRICE	EXTENSION
	FLAGGING RATE- CR 200				
1	ONE 3 MAN CREW (UP TO 8 HOURS OF WORK)	3	DAY	$912.00	**$2,736.00**
2	MOBLIZATION CHARGE (PER DAY)	3	DAY	$250.00	**$750.00**
3	STATIONARY TMA	3	DAY	$550.00	**$1,650.00**
				Sales Total:	**$5,136.00**
				Tax:	**$198.00**
				Grand Total:	**$5,334.00**
	**ADDITIONAL NOTES- OVER 8 HOURS OF WORK RATE WILL APPLY AT $180 PER HOUR.				

NOTE:PLEASE SIGN AND EMAIL TO mtrevino@statewidess.com

PRICES QUOTED ARE PENDING COMPLIANCE WITH CREDIT TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature Monic Trevino

Monic Trevino

Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work, or furnish material as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance:

PO # _____

KASPARIAN UNDERGROUND LLC
H & B CONTRACTORS
27443 W. HWY 84
McGREGOR, TX 76657
254 848-4461

Invoice 13169

Bill to:	Job: 14030
PEDERNALES ELECTRIC COOP PO BOX 1 JOHNSON CITY, TX 78636	WO# 115308 CR200 - 3 LANE

Invoice #:	13169	Date: 06/08/20	Customer P.O. #:
Payment Terms:	30 Day		Salesperson:
Customer Code:	255256		

Remarks: TIME & MATERIAL BILLING NUMBER: 001

Quantity	Description	U/M	Unit Price	Extension
	EQUIPMENT			6,320.00
	LABOR			6,880.00
	OTHER			327.00
			Subtotal:	**13,527.00**
			Total:	**13,527.00**

AGREEMENT# 101340
PO# 4500071225

RECEIVED
By Jess Stevens at 10:12 am, Jun 09, 2020

KASPARIAN UNDERGROUND LLC
H & B CONTRACTORS
27443 W. HWY 84
McGREGOR, TX 76657

Time + Materials Billing

KASPARIAN UNDERGROUND

Bill to: PEDERNALES ELECTRIC COOP
PO BOX 1
JOHNSON CITY, TX 78636

Job: WO# 115308
CR200 - 3 LANE
,

AGREEMENT# 101340
PO# 4500071225

Bill#: 001
Page: 1
Invoice date: 6/8/20
Thru date: 6/8/20
Our Job Number: 14030

G/L date	Tran	Description		Rate	Hours/Qty	Total
Hourly						
		3/4 TON TRUCK		35.000	40.00	1,400.00
		VAC TRAILER		120.000	40.00	4,800.00
		DUMP TRAILER		30.000	4.00	120.00
			Subtotal for Cost Type: E EQUIPMENT		**84.00**	**6,320.00**
Hourly						
		GENERAL FOREMAN	Vacant Xfmr Pad Cover	90.000	22.00	1,980.00
			Vacant Xfmr Pad Cover			
		CLASS A LINEMAN	Vacant Xfmr Pad Cover	60.000	31.00	1,860.00
			Vacant Xfmr Pad Cover			
		OPERATOR 1	Vacant Xfmr Pad Cover	40.000	40.00	1,600.00
			Vacant Xfmr Pad Cover			
		OPERATOR 2	Vacant Xfmr Pad Cover	40.000	36.00	1,440.00
			Vacant Xfmr Pad Cover			
			Subtotal for Cost Type: L LABOR		**129.00**	**6,880.00**
Hourly						
		DUMP FEE	URD Conductor 4-0 Cu Wp	28.750	4.00	115.00
			URD Conductor 4-0 Cu Wp			
		3" PVC	URD Conductor 4-0 Cu Wp	1.450	60.00	87.00
			URD Conductor 4-0 Cu Wp			
		SAND	URD Conductor 4-0 Cu Wp	125.000	1.00	125.00
			URD Conductor 4-0 Cu Wp			
			Subtotal for Cost Type: O OTHER		**65.00**	**327.00**
			Subtotal for Phase: Hourly		**278.00**	**13,527.00**

Subtotal: **13,527.00**

Current Due: **13,527.00**

Attachment "B"

Utility's Schedule of Work and Estimated Date of Completion

The following scheduling are projections upon the receipt of an executed agreement From TxDOT:

Start Date: 10/26/2020

Construction Days: 67

Estimated Date of Completion: 12/31/2020

(Attachment "C")

Eligibility Ratio

Texas Transportation Code 203.092 provides that the adjustment of any utility facilities necessitated by the improvement of any highway on the interstate highway system will be made by the utility at the expense of TxDOT, provided such adjustment is eligible for Federal participation.

Eligibility is established at 100 %

Attachment "F"
PEDERNALES ELECTRIC COOPERATIVE
County Road 200 3 Lane

Sheet Number	Location Number	Station	Eligible for Reimbursement			Not Eligible for Reimbursement
			Facility on Private Property (Easement On File)	Facility in Public Utility Easement	Facility on Private Property (No Easement)	
1	#3	104+74	✓			
	#30	113+96	✓			
	#31	117+71	✓			
	#32	121+71	✓			
	#34	125+48	✓			
	#35	125+70	✓			
	#36	129+59	✓			
	#40	136+50	✓			
	Totals		**8**	**0**	**0**	**0**

Eligible =	8
Non-Eligible =	0
GRAND TOTAL =	8
ELIGIBILITY RATIO =	**100.00%**

Attachment “D”

Betterment Calculation and Estimates

[X] **Betterment does not exist in this agreement.**

_0_ % Betterment

(Attachment “E”)

Proof of Property Interest

PLAT 2007078025
4 PGS

PLAT MAP RECORDING SHEET

DEDICATOR: DRENNAN DAY CUSTOM HOMES, INCORPORATED
JON BRANIGAN, PRESIDENT

SUBDIVISION NAME: CIERRA VISTA, FINAL PLAT

PLAT RECORDED IN: CABINET DD SLIDES 314, 315, 316, AND 317

PROPERTY IS DESCRIBED AS: A 91.335 ACRE TRACT OUT OF THE RICHARD WEST SURVEY, ABSTRACT NUMBER 643, OF WILLIAMSON COUNTY, SAID TRACT BEING THE SAME AS A CALLED 92.46 ACRE TRACT.

Reference: 2006084316
2006084318
VOLUME 695, PAGE 553

HAND TO: JON BRANIGAN, (512) 801-8619

INSTRUMENT DATE: AUGUST 17, 2007

FILE DATE: SEPTEMBER 11, 2007

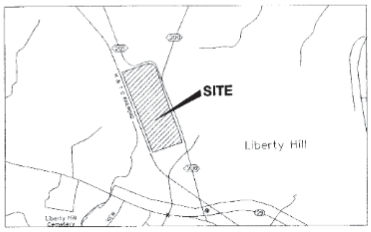
FOR LEGIBLE COPY OF PLAT, PLEASE SEE ORIGINAL

Unofficial Document

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2007078025
Nancy E. Rister
09/11/2007 02:07 PM
WEHLING $211.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CABINET DD SLIDE 314 DOC.# 2007078025

FINAL PLAT OF
CIERRA VISTA SUBDIVISION



VICINITY MAP
NTS

KEY MAP
NTS

CURB CURVE TABLE

CURVE NO.	RADIUS	DELTA	TANGENT	CHORD	ARC	BEARING
C1	15.00'	31°36'34"	7.31'	13.14'	13.60'	N47°02'21"W
C2	50.00'	47°39'57"	22.01'	40.23'	41.47'	S49°53'18"E
C3	50.00'	61°00'34"	29.46'	50.77'	53.25'	S55°00'37"W
C4	50.00'	23°07'29"	10.23'	20.04'	20.18'	S47°04'48"W
C5	50.00'	62°46'44"	30.45'	52.01'	54.78'	S89°08'55"W
C6	50.00'	50°41'41"	28.30'	50.86'	53.01'	N28°16'20"W
C7	50.00'	28°59'26"	12.93'	25.03'	25.30'	N16°33'46"E
C8	15.00'	52°07'24"	7.34'	13.16'	13.63'	S04°59'47"W
C9	330.65'	12°24'21"	35.92'	70.22'	70.36'	S81°06'16"E
C10	330.65'	12°08'28"	34.10'	67.82'	67.86'	N81°30'20"E
C11	460.49'	4°22'02"	17.99'	35.09'	35.10'	S77°07'11"W
C12	460.49'	34°28'03"	142.70'	272.80'	276.99'	S80°31'14"W
C13	460.49'	14°11'53"	57.35'	113.82'	114.11'	N68°06'48"W
C14	15.00'	52°00'00"	7.32'	13.15'	13.61'	N47°03'54"W
C15	50.00'	52°00'01"	24.39'	43.84'	45.38'	S47°03'55"E
C16	50.00'	46°46'08"	21.57'	39.01'	40.73'	S02°16'10"W
C17	50.00'	42°35'20"	19.51'	36.38'	37.21'	S46°53'24"W
C18	50.00'	34°52'24"	15.71'	29.97'	30.44'	S85°40'31"W
C19	50.00'	38°25'01"	17.45'	32.90'	33.53'	N57°40'21"W
C20	50.00'	69°38'31"	34.63'	56.86'	60.80'	N03°54'40"W
C21	15.00'	52°01'24"	7.32'	13.16'	13.62'	S04°57'18"W
C22	15.00'	90°00'00"	15.00'	21.21'	23.56'	N23°56'06"E
C23	15.00'	90°00'00"	15.00'	21.21'	23.56'	S66°03'54"E
C24	15.00'	90°00'00"	15.00'	21.21'	23.56'	S23°56'06"W
C25	15.00'	90°00'00"	15.00'	21.21'	23.56'	N66°03'54"W
C26	15.00'	61°57'39"	9.00'	15.53'	16.21'	N37°58'16"E
C27	70.00'	33°51'18"	21.30'	40.76'	41.36'	S23°56'06"W
C28	15.00'	61°57'39"	9.00'	15.53'	16.21'	N89°55'55"E
C29	15.00'	61°57'39"	9.00'	15.53'	16.21'	S52°01'44"E
C30	70.00'	33°51'18"	21.30'	40.76'	41.36'	N66°03'54"W
C31	15.00'	61°57'39"	9.00'	15.53'	16.21'	S89°06'05"E
C32	15.00'	61°57'39"	9.00'	15.53'	16.21'	S37°58'16"W
C33	70.00'	33°51'18"	21.30'	40.76'	41.36'	N23°56'06"E
C34	15.00'	61°57'39"	9.00'	15.53'	16.21'	S66°03'54"W
C35	15.00'	61°57'39"	9.00'	15.53'	16.21'	N52°01'44"W
C36	70.00'	33°51'18"	21.30'	40.76'	41.36'	S66°03'54"E
C37	15.00'	61°57'39"	9.00'	15.53'	16.21'	N89°06'05"W
C38	210.00'	10°24'44"	19.13'	38.11'	38.16'	N63°43'47"E
C39	180.00'	10°24'44"	16.39'	28.04'	29.08'	N63°43'47"E
C40	210.00'	10°22'25"	19.06'	37.97'	38.02'	S63°42'34"W
C41	180.00'	10°22'25"	16.33'	28.93'	28.97'	S63°42'34"W
C42	15.00'	54°11'47"	7.72'	13.74'	14.27'	S48°51'19"E
C43	50.00'	81°13'57"	42.88'	65.10'	70.89'	N31°47'49"W
C44	50.00'	46°36'41"	21.54'	39.56'	40.68'	N32°11'30"E
C45	50.00'	64°31'14"	31.56'	53.39'	56.30'	N87°49'28"E
C46	50.00'	44°18'38"	20.36'	37.71'	38.67'	S37°49'36"E
C47	50.00'	46°37'35"	21.55'	39.58'	40.69'	S07°38'31"W
C48	15.00'	52°01'24"	7.32'	13.16'	13.62'	N04°56'42"E
C49	15.00'	90°00'00"	15.00'	21.21'	23.56'	S23°56'06"W
C50	15.00'	37°01'11"	7.30'	13.16'	13.63'	S47°34'30"E
C51	50.00'	57°38'00"	27.49'	48.18'	50.27'	N44°17'07"W
C52	50.00'	42°53'27"	19.84'	36.56'	37.43'	N05°37'36"E
C53	50.00'	72°19'21"	36.54'	58.01'	63.11'	N83°36'00"E
C54	50.00'	42°22'47"	19.38'	36.15'	36.98'	S08°04'56"E
C55	49.65'	69°24'18"	34.38'	56.53'	60.14'	S03°38'07"E
C56	14.93'	52°17'36"	7.33'	13.10'	13.62'	N89°06'04"E
C57	15.00'	90°00'00"	15.00'	21.21'	23.56'	S66°03'54"E
C58	15.00'	51°21'17"	7.51'	13.43'	13.93'	S04°21'10"W
C59	50.00'	33°48'39"	15.18'	29.00'	29.50'	N14°03'58"E
C60	50.00'	58°23'41"	27.94'	48.78'	50.96'	N32°01'11"W
C61	50.00'	43°53'18"	21.98'	36.83'	38.30'	N84°04'41"W
C62	50.00'	47°02'44"	21.78'	39.91'	41.06'	S49°32'18"W
C63	50.00'	45°27'49"	21.20'	38.04'	40.11'	S03°00'02"W
C64	50.00'	53°10'07"	25.07'	44.75'	46.40'	S48°31'56"E
C65	15.00'	52°03'00"	7.32'	13.16'	13.63'	N47°00'27"W
C66	15.00'	52°01'12"	7.32'	13.16'	13.62'	S47°04'30"E
C67	50.00'	33°46'39"	15.18'	29.00'	29.48'	N56°11'46"W
C68	50.00'	62°47'09"	29.33'	50.59'	53.05'	N08°26'53"W
C69	50.00'	47°27'24"	21.98'	40.24'	41.41'	N45°12'23"E
C70	50.00'	47°36'44"	22.01'	40.28'	41.56'	S87°16'33"E
C71	50.00'	62°28'01"	30.32'	51.85'	54.51'	S32°19'10"E
C72	50.00'	32°54'51"	14.37'	27.62'	27.99'	S14°57'00"W
C73	15.00'	52°03'00"	7.32'	13.16'	13.63'	N04°57'36"E
C74	15.00'	90°00'00"	15.00'	21.21'	23.56'	S23°56'06"W
C75	15.00'	90°00'00"	15.00'	21.21'	23.56'	S66°03'54"E

LINE TABLE

LINE	LENGTH	BEARING
L1	17.59	S31°21'27"E
L2	39.99	S20°32'31"E
L3	93.55	S36°05'31"E
L4	100.00	S35°10'08"E
L5	79.08	S87°26'45"E
L6	39.97	S80°52'41"E
L7	20.01	S09°07'19"W
L8	78.89	S26°16'06"W
L9	122.88	S09°53'35"W
L10	143.89	S54°14'29"W
L11	20.11	S35°06'10"E
L12	53.40	S54°45'52"W
L13	101.95	S20°32'31"E
L14	39.99	S20°32'31"E
L15	9.82	S31°21'27"E
L16	42.45	S71°35'29"W
L17	96.52	S71°35'29"W
L18	34.57	S69°45'25"W
L19	112.63	S67°50'20"W
L20	44.40	N21°03'54"W
L21	30.60	N21°03'54"W
L22	19.80	N21°03'54"W
L23	8.00	N21°03'54"W
L24	10.00	N21°03'54"W
L25	33.41	N21°03'54"W
L26	3.80	N21°03'54"W
L27	12.40	N21°03'54"W
L28	35.23	N21°03'54"W
L29	24.84	N69°11'36"E

OWNERS: Drennon Day Custom Homes
ADDRESS: P.O.Box 814
Liberty Hill, TX. 78642
PHONE: (512) 515-6488 FAX: (512) 778-6999
ACREAGE: 91.355 AC.
SURVEY:
NUMBER OF LOTS AND PROPOSED USE (IF MORE THAN ONE USE IS PLANNED FOR THE LOTS, PROVIDE LAND USE SUMMARY SHOWING # OF LOTS ARE PLANNED FOR EACH USE):
81 LOTS
LINEAR FEET OF STREETS: 6,336 +- DESIGN SPEED 25 MPH
SURVEYOR: 3DS, Inc.
PHONE: (512) 515-5888 FAX: (512) 515-5878
ENGINEER: Robert Koster, P.E.
PHONE: (512) 331-7477 FAX: (512) 331-2145

3DS, Inc.
Land Surveyors
GPS Services
Subdivision/Commercial Boundaries
Construction/Commercial Boundaries
3DS
Texas Development Surveying
(512) 515-5888
Fax 515-5878
P.O. Box 955
Liberty Hill, Texas 78642

R.L. KOSTER
P.O. Drawer 2nd Cedar Trx, Texas 78613 512.331.2477

CIERRA VISTA SUBDIVISION
FINAL PLAT
LIBERTY HILL, TEXAS

SCALE: N.T.S. THIS SHEET
DATE: 8-24-2007
DRAWN BY: RL KOSTER
REVISED BY: CORY THORNHILL
APPROVED BY: RL KOSTER
PROJECT NO: 06-087

SHEET 1 OF 4

PHOTOGRAPHIC MYLAR

CABINET DD

SLIDE 315

FINAL PLAT OF
CIERRA VISTA SUBDIVISION

STATE OF TEXAS
COUNTY OF WILLIAMSON

BY DEED RECORDED IN DOCUMENT NUMBERS 2006084316 AND 2006084318

THAT DRENNAN DAY CUSTOM HOMES, INC. ACTING HEREIN THROUGH ITS PRESIDENT, JON BRANIGAN BEING OWNER OF THAT CERTAIN 91.335 ACRES OF LAND, OUT OF THE RICHARD WEST SURVEY, ABSTRACT NO 643, IN WILLIAMSON COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CALLED 92.46 ACRES, IN DEED TO NEIL CARROL, AS DESCRIBED IN VOLUME 695 PAGE 553, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY SUBDIVIDE SAID 91.335 ACRE TRACT IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS "CIERRA VISTA" SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC USE OF STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE 17 DAY OF AUGUST 2007, A.D.

JON BRANIGAN
815 Loop 332
Liberty Hill, TX 78642

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JON BRANIGAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY THEREIN STATED FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 25 DAY OF AUGUST 2007, A.D.

NOTARY PUBLIC FOR THE STATE OF TEXAS
ANGELA Y. CLARK
(TYPE OR PRINT NAME)
MY COMMISSION EXPIRES: 5/25/2010

ANGELA Y. CLARK NOTARY PUBLIC STATE OF TEXAS 8XP 05-25-2010

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD.
THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS CIERRA SPRINGS HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPERTY RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

9-11-07

DAN A. GATTIS COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS DATE

SURVEYOR'S CERTIFICATE

I, STEVEN W. WOMACK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR MADE UNDER MY SUPERVISION, MADE ON THE GROUND. NO LOT WITHIN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, F.I.R.M. PANEL NO. 48491C0100 C AS PREPARED FOR WILLIAMSON COUNTY, TEXAS, DATED SEPT. 27, 1991 AND THIS SUBDIVISION IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

8-17-07

STEVEN W. WOMACK, REGISTERED PROFESSIONAL LAND SURVEYOR No. 5025

STATE OF TEXAS STEVEN W. WOMACK 5025 REGISTERED LAND SURVEYOR

SURVEYING BY:
3DS, Inc. Land Surveyors
P.O. Box 850
923 Loop 332
Liberty Hill, Texas 78642

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS AND WILLIAMSON COUNTY ON-SITE-SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED THEREWITH.

PP RDS 8/21/07

Paulo Pinto Date:
Director of Environmental Services

WILLIAMSON COUNTY COMMISSIONER'S COURT APPROVAL

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPONSIBILITY OF THE OWNER OF THIS TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH 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 IN CONSTRUCTING ANY 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 ON 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.

APPROVED FOR 911 SERVICE THIS 21st DAY OF August 2007

EMILY STLUKA
WILLIAMSON COUNTY ADDRESS COORDINATOR

HEALTH DEPARTMENT NOTES:

1) WATER WILL BE PROVIDED BY CHISHOLM TRAIL WATER SUPPLY CORP.
WASTEWATER WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES (O.S.S.F.).

2) O.S.S.F. MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

3) NO STRUCTURE OR LAND ON THIS BLUELINE SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR

NOTES:

1) TOTAL ACREAGE: 91.355 ACRES
2) NO. OF LOTS: 81
3) SMALLEST LOT: 1.0000 ACRES
4) OWNER: DRENNAN DAY CUSTOM HOMES

5) SURVEYOR: SURVEYING BY:
3DS, Inc. Land Surveyors
P.O. Box 850
Liberty Hill, Texas 78642

6) IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

7) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO, THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THAT United State Bank, THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND CALLED 91.355 ACRE TRACT OF LAND RECORDED IN VOLUME 695, PAGE 553 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN CALLED 91.355 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

LIEN HOLDER REPRESENTATIVE

BY: United State Bank ITS Lee Finley, Sr. Vice Pres.
(PRINTED NAME)

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Lee Finley, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 17 DAY OF August, 2007 A.D.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Pam Williams
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES ON 1-03-09

PAMELA-JEAN WILLIAMS MY COMMISSION EXPIRES January 3, 2009

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY RISTER, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON

THE 11th DAY OF SEPTEMBER 2007 A.D., AT 1:00 O'CLOCK P.M., AND

DULY RECORDED THIS THE 11th DAY OF SEPTEMBER, 2007, A.D., AT

2:07 O'CLOCK, P.M. IN THE PLAT RECORDS OF SAID COUNTY IN CABINET

DD SLIDES 314, 315, 316 AND 317.

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE WRITTEN ABOVE.

NANCY RISTER, CLERK, COUNTY COURT,
OF WILLIAMSON COUNTY, TEXAS

BY: WILLIAM WEMPLE DEPUTY

COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

3DS, Inc.
Land Surveyors
Land Planners
Subdivisions / Topographic
Construction / Commercial Mortgages
3DS
Three Dimensional Solutions
(512) 515-3888
Fax 515-3870
P.O. Box 850
Liberty Hill, Texas 78642

R.L. KOSTER
Professional Land Surveying
P.O. Box 850 Liberty Hill, Texas 78642 (512) 515-3888

CIERRA VISTA SUBDIVISION
FINAL PLAT
LIBERTY HILL, TEXAS

SCALE: NTS THIS SHEET
DATE: 8-17-2007
DRAWN BY: RL KOSTER
REVISED BY: CORY THORNHILL
APPROVED BY: RL KOSTER
PROJECT NO: 06-087

SHEET 2 OF 4

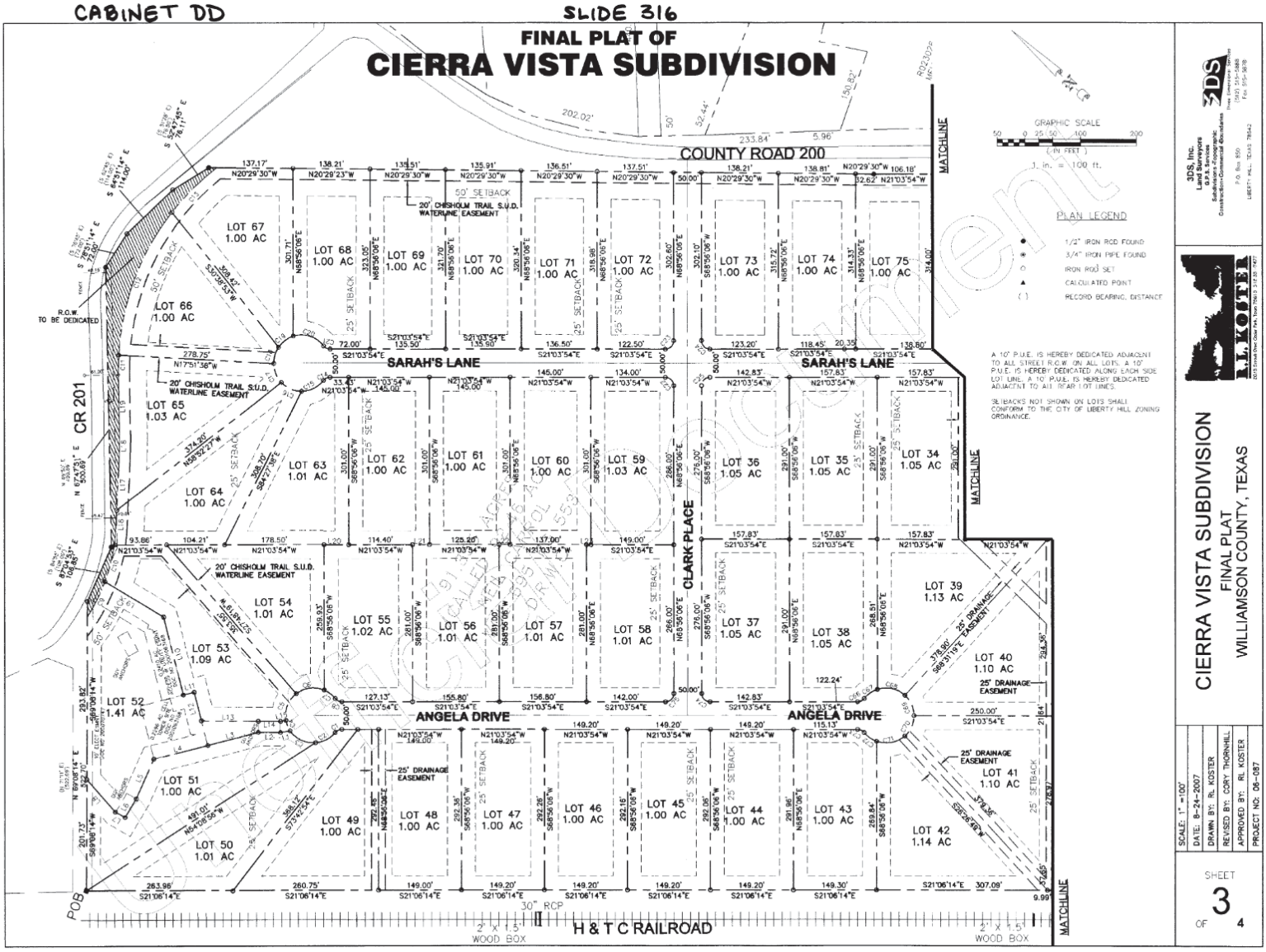
PHOTOGRAPHIC MYLAR

Unofficial Document

CABINET DD

SLIDE 316

FINAL PLAT OF
CIERRA VISTA SUBDIVISION



PHOTOGRAPHIC MYLAR

3DS, Inc.
Land Surveyors
Engineers
Subdivisions-Topographic
Construction-Commercial-Boundaries
P.O. Box 850
LIBERTY HILL, TEXAS 78642
(512) 515-5888
Fax 515-5870

R.L. KOSTER
3015 Hwy 29 East, Georgetown, Texas 78628 (512) 930-3497

CIERRA VISTA SUBDIVISION
FINAL PLAT
WILLIAMSON COUNTY, TEXAS

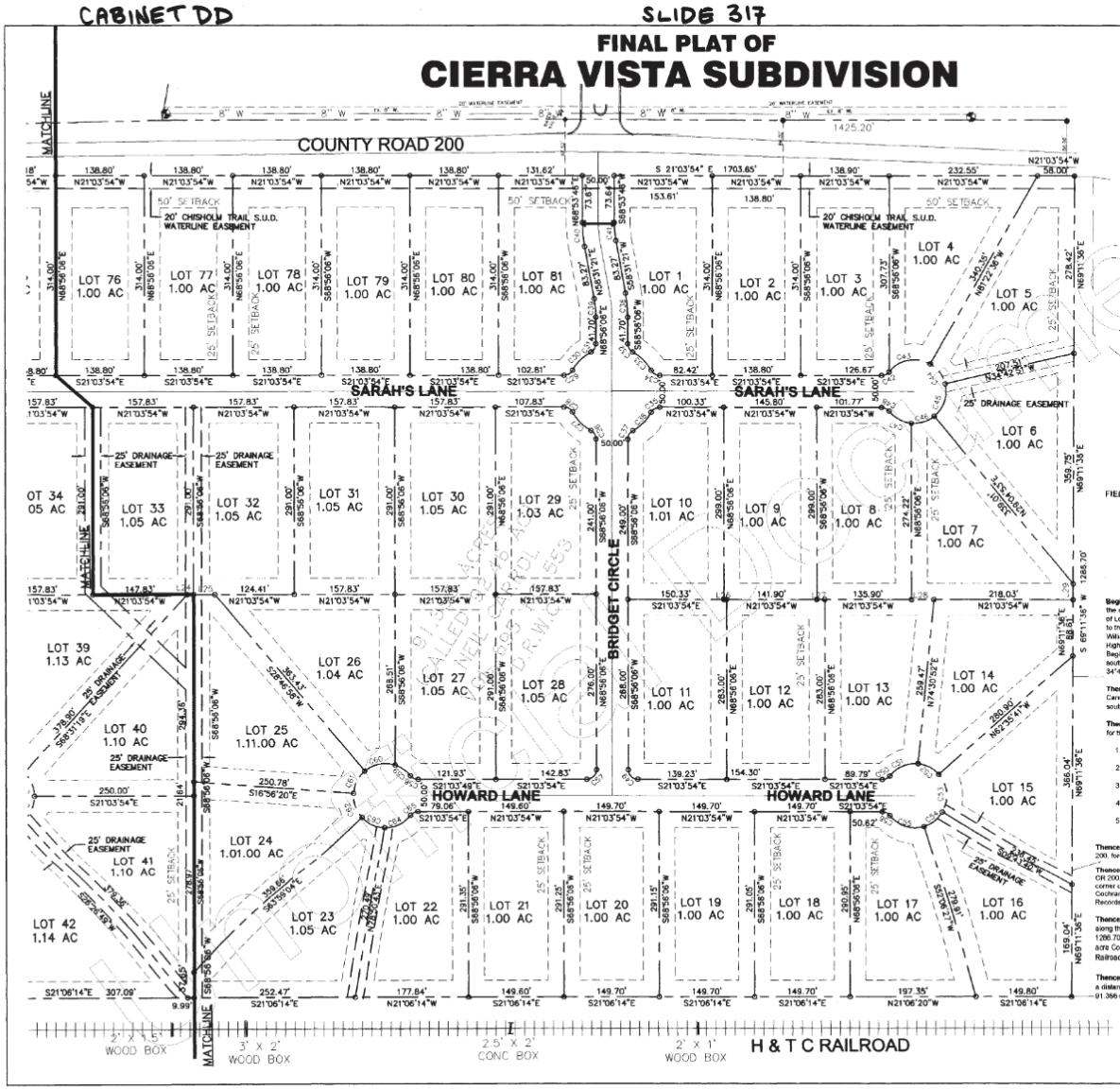
SCALE: 1" =100'	
DATE: 8-24-2007	
DRAWN BY: RL KOSTER	
REVISED BY: CORY THORNHILL	
APPROVED BY: RL KOSTER	
PROJECT NO: 06-087	

SHEET 3 OF 4

CABINET DD

SLIDE 317

FINAL PLAT OF
CIERRA VISTA SUBDIVISION



FIELD NOTES

BEING A 91.366 ACRE TRACT OF LAND, OUT OF THE RICHARD WEST SURVEY, ABSTRACT NO 643, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME TRACT OF LAND CALLED 92.46 ACRES, IN DEED TO NEIL CARROLL, AS DESCRIBED IN VOLUME 686, PAGE 663, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 91.366 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

Beginning at a concrete monument found at the northwest corner of the said 92.46 acre Carroll tract, same point being the southwest corner of Lot 1, Mi Tierra, a subdivision in Williamson County, Texas, according to the plat thereof, as recorded in Cabinet 'K' Slide 187, of the Williamson County Plat Records, same point being along the easterly Right-of-Way line of the H. & T.C. Railroad (100' R.O.W.), for the Point of Beginning of the herein described tract and from which point the southwest corner of the Richard West Survey, Abstract 643 bears S 34°42' W 10,200 feet;

Thence N 69°08'14" E along the northwest line of said 92.46 acre Carroll tract for a distance of 522.70 feet to a 1/2" iron rod set along the southerly right-of-way line of County Road 201 (R.O.W. varies);

Thence along the said southerly right-of-way line of County Road 201, for the following 5 (five) courses and distances:

1.) S 67° 04' 53" E for a distance of 106.85 feet to a ½" iron rod found;

2.) N 67° 47' 51" E for a distance of 500.69 feet to a ½" iron rod set;

3.) S 78° 51' 14" E for a distance of 72.00 feet to a ½" iron rod set;

4.) S 64° 51' 14" E for a distance of 114.00 feet to a ½" iron rod set;

5.) S 52° 47' 45" E for a distance of 76.11 feet to a nail found along the westerly right-of-way line of County Road 200 (R.O.W. varies);

Thence S 20° 29' 30" E along the westerly right-of-way line of County Road 200, for a distance of 1194.62 feet to a ½" iron rod found;

Thence S 21° 03' 54" E continuing along the westerly right-of-way line of CR 200, for a distance of 1703.65 feet to a fence post found at the northeast corner of that certain tract of land, called 15.87 acres, in deed to Wilson Cochrane, as described in Document No M918637, of the Official Public Records of Williamson County, Texas;

Thence S 69° 11' 36" W departing the westerly right-of-way line of CR 200, along the north line of said 15.87 acre Cochran tract, for a distance of 1286.70 feet to a fence post found at the northwest corner of said 15.87 acre Cochran tract, said point being along the east line of the H & T C Railroad;

Thence N 21° 06' 14" W along the said east line of the H & T C Railroad, for a distance of 3113.05 feet to the **Point of Beginning**, and containing 91.366 acres of land, more or less.

3DS, Inc.
Land Surveyors
G.P.S. Services
Subdivisions / Topographic
Construction / Control / Boundaries
3DS
(512) 515-1888
Fax 515-3015
P.O. Box 850
Liberty Hill, Texas 78642

R.L. KOSTER
2033 South Bagdad Rd., Ste. 202 | (512) 931-3400

CIERRA VISTA SUBDIVISION
FINAL PLAT
WILLIAMSON COUNTY, TEXAS

SCALE:	1" =100'
DATE:	8-24-2007
DRAWN BY:	RL KOSTER
REVISED BY:	CORY THORNHILL
APPROVED BY:	RL KOSTER
PROJECT NO:	06-087

SHEET 4 OF 4

PHOTOGRAPHIC MYLAR

ESMT 2010055635
2 PGS

UTILITY EASEMENT

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

THAT STANFORD, IMOGENE, (Grantor) of WILLIAMSON County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, has (have) granted, sold, and conveyed and by these presents does (do) grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in WILLIAMSON County, Texas, to-wit:

Being .85 & 50.43 acres of land out of a certain tract or parcel of land and being part of the WEST, R. Survey, Abstract No. A0643
In WILLIAMSON County, Texas, and being part of that certain 85 & 50.43 acre tract of land found in ~~Volume 000-0000~~ R-15-0643-3 ~~Page 000-0000~~ R-15-0643- of the Deed Records of WILLIAMSON County Texas, and adopted herein for all descriptive purposes. This particular tract of land located approximately IN LIBERTY HILL miles from the town of LIBERTY HILL. Easement and right-of-way herein shall be a strip of land twenty (20') feet in width that being ten (10') feet on each side of the centerline for the entire length of the power line and guys as needed for the construction of the said distribution power line on the Grantors property.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if and such road is widened in the future; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my (our) hand(s) this 12th day of August, 2010

X Imogene, Stanford X _____

X Imogene Stanford X _____

(NORTARIZE ON THE NEXT PAGE)

Unofficial Document

THE STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Imogene Stanford,
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 12 day of August, 2010

Nolan A. Warner
Notary Public in and for
The State of Texas

NOLAN A. WARNER
Notary Public, State of Texas
My Commission Expires
NOVEMBER 4, 2012

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____,
Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

_____
Notary Public in and for
The State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2010055635
Nancy E. Rister
08/20/2010 01:17 PM
SURRATT $20.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

PEDERNALES ELECTRIC - LIBERTY HILL
ATTN: POPWARNER
PO BOX 2048
LIBERTY HILL, TX 78642
(6)

Enter the password to open this PDF file.

Cancel OK
File name:

-

File size:

-

PLAT 2005080010
3 PGS

PLAT MAP RECORDING SHEET

DEDICATOR: **Sundance Trace Partners, LP, owner, by Robert S May, Agent**

SUBDIVISION NAME **Stage Coach Hill**

PLAT RECORDED IN: Cabinet AA slides 334, 335 and 336

PROPERTY IS DESCRIBED AS: 52.6683 acres
Richard West Survey, Abstract 643

Reference:
2004098456

Date Approved in Commissioners Court: 09/20/05

HAND TO: Zach Berry
210 340-8481

INSTRUMENT DATE: Oct. 06,2005

FILE DATE: October 6, 2005

FOR LEGIBLE COPY OF PLAT, PLEASE SEE ORIGINAL

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2005080010
Nancy E. Rister
10/06/2005 03:11 PM
DVITEK $161.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

Cabinet AA Slide 334 Doc 200508010

WILLIAMSON COUNTY and CITIES HEALTH DISTRICT:
Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this blue line (survey) complies with the requirements of Edwards Aquifer Regulations for Williamson County, Williamson County Flood Plain Regulations, and Williamson County On-Site Sewerage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County & Cities Health District and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this blue line (survey) and the documents associated with it.

PAULO PINTO
DIRECTOR OF ENVIRONMENTAL SERVICES

9/8/05
DATE

WILLIAMSON COUNTY ADDRESSING COORDINATOR:
The street names and addresses are approved.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

9/7/05
DATE

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON

I, JOHN DOERFLER, 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 COMMISIONERS' 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.

RSE JOHN DOERFLER, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

10/6/05
9/20/05
DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY RISTER, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRAMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF Oct 6th 2005 A.D. AT 10:00 O'CLOCK, A.M., AND DULY RECORDED THIS DAY OF Oct 6th 2005 A.D., AT 3:11 O'CLOCK P.M. IN THE PLAT RECORDS OF SAID COUNTY IN CABINET AA SLIDE 334, 335 AND 336

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

COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:
1) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROPOSECTIVE PROPERTY OWNERS ARE CAUTIONED BY WILLIAMSON COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MY OFFER THE BEST RENEWABLE WATER RESOURCE.
2) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE WILLIAMSON COUNTY HEALTH INSPECTOR.
3) NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY WILLIAMSON COUNTY COMMISSIONERS COURT.
4) SCHOOL DISTRICT = LIBERTY HILL I.S.D.
5) ELECTRICITY AND GAS WILL BE PROVIDED BY PEDERNALES ELECTRIC COOP.
6) PRIMARY TELEPHONE SERVICES WILL BE PROVIDED BY S.B.C.
7) WATER SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY CHISOLM TRAIL SPECIAL UTILITY DISTRICT.
8) SANITARY SEWER SERVICES FOR THIS SUBDIVISION WILL BE ON SITE SEWER FACILITIES (O.S.S.F.).
9) NO PART OF THIS PROPERTY IS IN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY FLOOD INSURANCE RATE MAP 480472002B0 OF WILLIAMSON COUNTY DATED AUGUST 15, 1980 AND MAP 480472010OB DATED AUGUST 15, 1980, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
10) THIS PROPERTY IS NOT LOCATED OVER THE EDWARD'S AQUIFER RECHARGE ZONE OR IN THE CONTRIBUTING ZONE.
11) ALL PROPOSED STREETS WILL BE PUBLIC.
12) P.U.E. (TYP.) = TYPICAL PUBLIC UTILITY EASEMENT.
13) STREET DESIGN SPEED LIMIT FOR ALL PROPOSED RESIDENTIAL STREETS IS 30 M.P.H.
14) TOTAL LENGTH OF PROPOSED STREET = 5,277.94 LINEAR FEET; STAGE COACH = 1,184.19 LINEAR FEET; SANTA FE TRAIL = 1,568.68 LINEAR FEET; BUCKBOARD = 1,383.21 LINEAR FEET; RAMRIDE TRAIL = 1,101.86 LINEAR FEET.
15) NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
16.) ALL BUILDING SETBACK LINES FOR ALL LOTS ON ALL ROADS OTHER THAN MAJOR HIGHWAYS AND ROADS ARE 25 FEET FROM THE EDGE OF RIGHT-OF-WAY AND 15 FEET FOR SIDE STREETS AND CORNER LOTS.

ROAD WIDENING EASEMENTS:
RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL A ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LAND OWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

OWNERS RESPONSIBILITIES:
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 construction 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 protection 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.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

LIEN FREE RIGHT-OF-WAY:
ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISIONER' COURT.

STATE OF TEXAS
COUNTY OF WILLIAMSON

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

ROBERT S. MAY – AGENT OF SUNDANCE TRACE PARTNERS, L.P.
WILLIAMSON COUNTY DOCUMENT # 2004088456

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT S. MAY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23RD DAY OF AUGUST, 2005

NOTARY PUBLIC

ZACHARY BERRY
MY COMMISSION EXPIRES
May 30, 2008

STATE OF TEXAS
COUNTY OF WILLIAMSON

I HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT. TO THE BEST OF MY KNOWLEDGE THIS PLAT CONFORMS TO ALL REQUIREMENTS OF WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

CHARLES R. HALLENBERGER, P.E.
PROFESSIONAL ENGINEER NO. 33775

8-25-05

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 25TH DAY OF AUGUST, 2005

NOTARY PUBLIC

ZACHARY BERRY
MY COMMISSION EXPIRES
May 30, 2008

STATE OF TEXAS
REGISTERED
LEO L. RODRIGUEZ, JR.
2448
PROFESSIONAL
LAND SURVEYOR

8-24-05

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, THE UNDERSIGNED, (A REGISTERED PROFESSIONAL LAND SURVEYOR)
LEO L. RODRIGUEZ, JR. IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

LEO L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

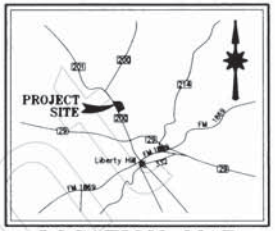
SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 25TH DAY OF AUGUST, 2005

NOTARY PUBLIC

ZACHARY BERRY
MY COMMISSION EXPIRES
May 30, 2008

DEVELOPER:
SUNDANCE TRACE PARTNERS, LP
SUNDANCE TRACE LLC, GENERAL MANAGER
6305 WATERFORD BLVD., #300
OKLAHOMA CITY, OK 73118
(405) 858-9810 PH
(405) 858-9898 FX

HALLENBERGER ENGINEERING, L.C.
CONSULTING ENGINEERS
PHONE: (210) 349-6571
FAX: (210) 349-1549
www.hallenberger-engineering.com
206 E. RAMSEY
SAN ANTONIO, TEXAS 78216



LOCATION MAP

FINAL SUBDIVISION PLAT OF

STAGE COACH HILL SUBDIVISION

FIELD NOTES:

FIELD NOTES FOR A 52.6683 ACRE TRACT OUT OF THE RICHARD WEST SURVEY ABSTRACT NO. 643 IN WILLIAMSON COUNTY, TEXAS BEING ALL OF A 54.57 ACRE TRACT DESCRIBED IN VOLUME 686 PAGE 910 DEED RECORDS OF WILLIAMSON COUNTY, TEXAS SAVE AND EXCEPT A 1.800 ACRE TRACT CONVEYED IN DOCUMENT NO. 2000077785 OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a ½" rebar found on the East R.O.W. of County Road No. 200 and at the Southwest corner of a 10.0 acre tract conveyed to Gonzales in Volume 1669 Page 140 Official Records of Williamson County, Texas also being the Northwest corner of this tract (said corner is located N 75° 58' 38" W 8887' from the southeast most corner of the Richard West Survey Abstract No. 643) and the POINT OF BEGINNING.

THENCE S 89° 21' 25" E with the South line of said 10.0 acre tract also being the North line of this tract 826.55 feet to a fence corner at the Southeast corner of said 10.0 acre tract also being the Southwest corner of a 19.99 acre tract conveyed to Epley in Volume 1644 Page 945 Official Records of Williamson County, Texas also being a P.I. in the North line of this tract.

THENCE S 84° 13' 47" E with the South line of said 19.99 acre tract also being the North line of this tract 705.57 feet to a ½" rebar found on the West line of lot 11 Sundance Ranch a subdivision recorded in Cabinet O Slide 55 Plat Records of Williamson County, Texas for the Southeast corner of said 19.99 acre tract and the Northeast corner of this tract.

THENCE S 20° 06' 36" E with the West line of Lots 11, 10, 9, 8 and 7 Sundance Ranch also being the East line of this tract 1392.92 feet to a nail found in a fence post at the Northeast corner of Lot 4 Sundance Ranch also being the Southeast corner of this tract.

THENCE S 69° 41' 57" W with the North lines of Lots 4, 3, 2 and 1 at a distance of 1356.77 feet passing a ½" rebar found at the Northwest corner of said Lot 1 continuing a total distance of 1373.12 feet to a ½" rebar set on the East R.O.W. of County Road No. 200 for the Southwest corner of this tract.

THENCE N 20° 10' 03" W with the East R.O.W. of County Road No. 200 also being the West line of this tract 1422.51 feet to a ½" rebar set for the Southwest corner of said 1.800 acre tract.

THENCE through the interior of said 54.57 acre tract and with the South, East and North lines of said 1.8 acre tract the following nine (9) courses.

1) N 80° 59' 30" E at 4.28 feet passing a ½" rebar found at the monumented Southwest corner of said 1.800 acre tract, continuing a total distance of 213.20 feet to a ½" rebar found at the Southeast corner of said 1.800 acre tract.

2) N 08° 10' 36" W, 280.00 feet to a ½" rebar found for the Northeast corner of said 1.800 acre tract.

3) N 89° 00' 10" W, 62.17 feet to a ½" rebar found.

4) N 08° 11' 02" W, 54.32 feet to a ½" rebar found.

5) N 80° 15' 56" W, 27.15 feet to a ½" rebar found.

6) N 04° 39' 24" W, 34.36 feet to a ½" rebar found.

7) S 84° 32' 13" W, 42.70 feet to ½" rebar found.

8) S 07° 31' 04" E, 88.22 feet to a ½" rebar found.

9) N 89° 04' 09" W, 150.82 feet to a ½" rebar set for the Northwest corner of said 1.800 acre tract.

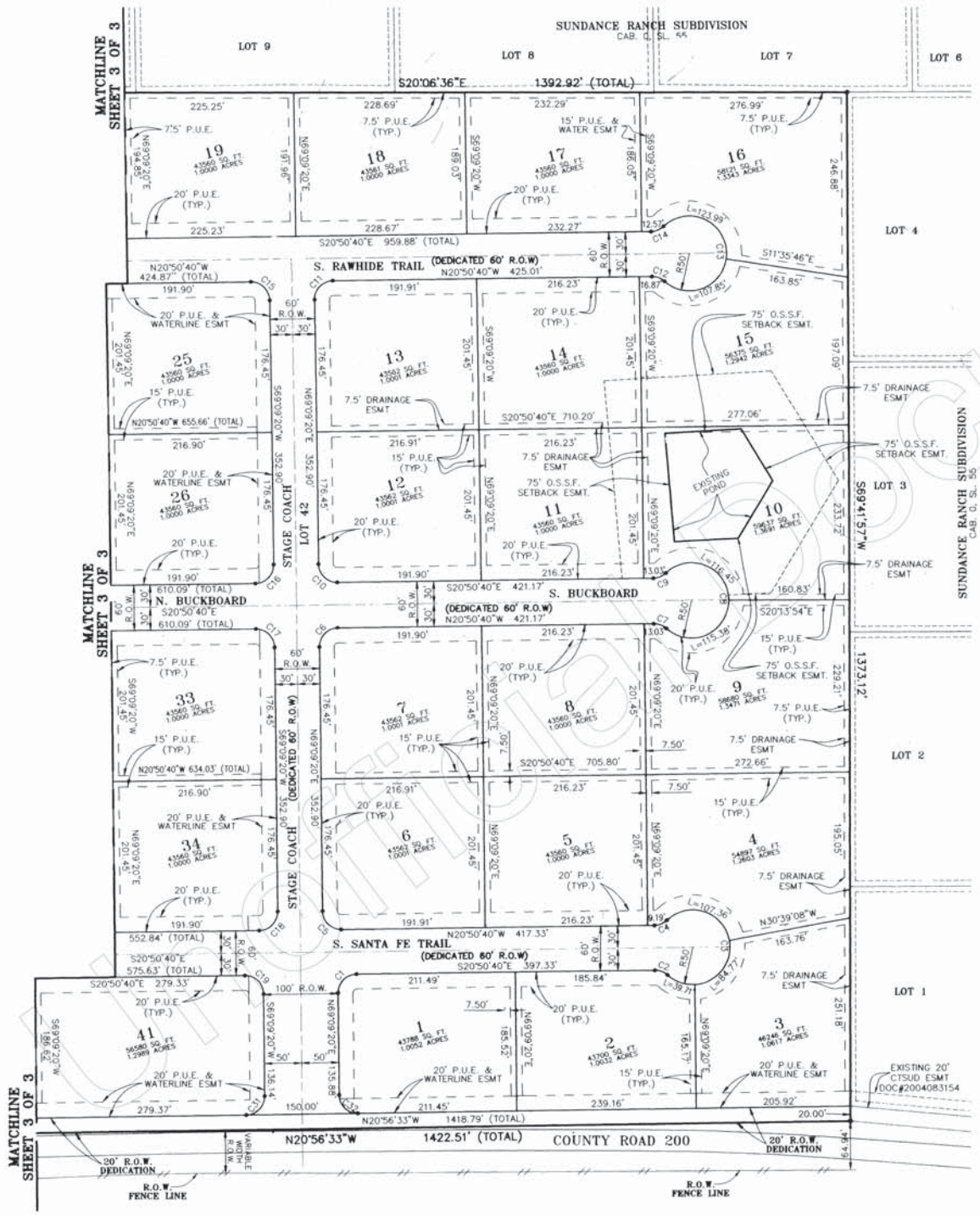
THENCE with the East R.O.W. of County Road No. 200 also being the West line of said 54.57 acre tract and this tract N 22° 39' 41" W, 242.45 feet to the POINT OF BEGINNING and containing 52.6683 acres more or less.

DATE: AUGUST 22, 2005 | JOB NO. 163 | SHEET NO: 1 OF 3 | FILE: 163PLAT1.DWG

PHOTOGRAPHIC MYLAR

Unofficial Document

Cabinet AA Slide 335 Doc 2005080010



FINAL SUBDIVISION PLAT OF

STAGE COACH HILL SUBDIVISION

HALLENBERGER ENGINEERING, L.C.
CONSULTING ENGINEERS
PHONE: (210) 349-6571
FAX: (210) 349-1549
www.hallenberger-engineering.com
206 E. RAMSEY
SAN ANTONIO, TEXAS 78216

SCALE: 1"= 100'

0' 100' 200' 300'

SEE SHEET 1 FOR GENERAL NOTES

SEE SHEET 3 FOR CURVE TABLE

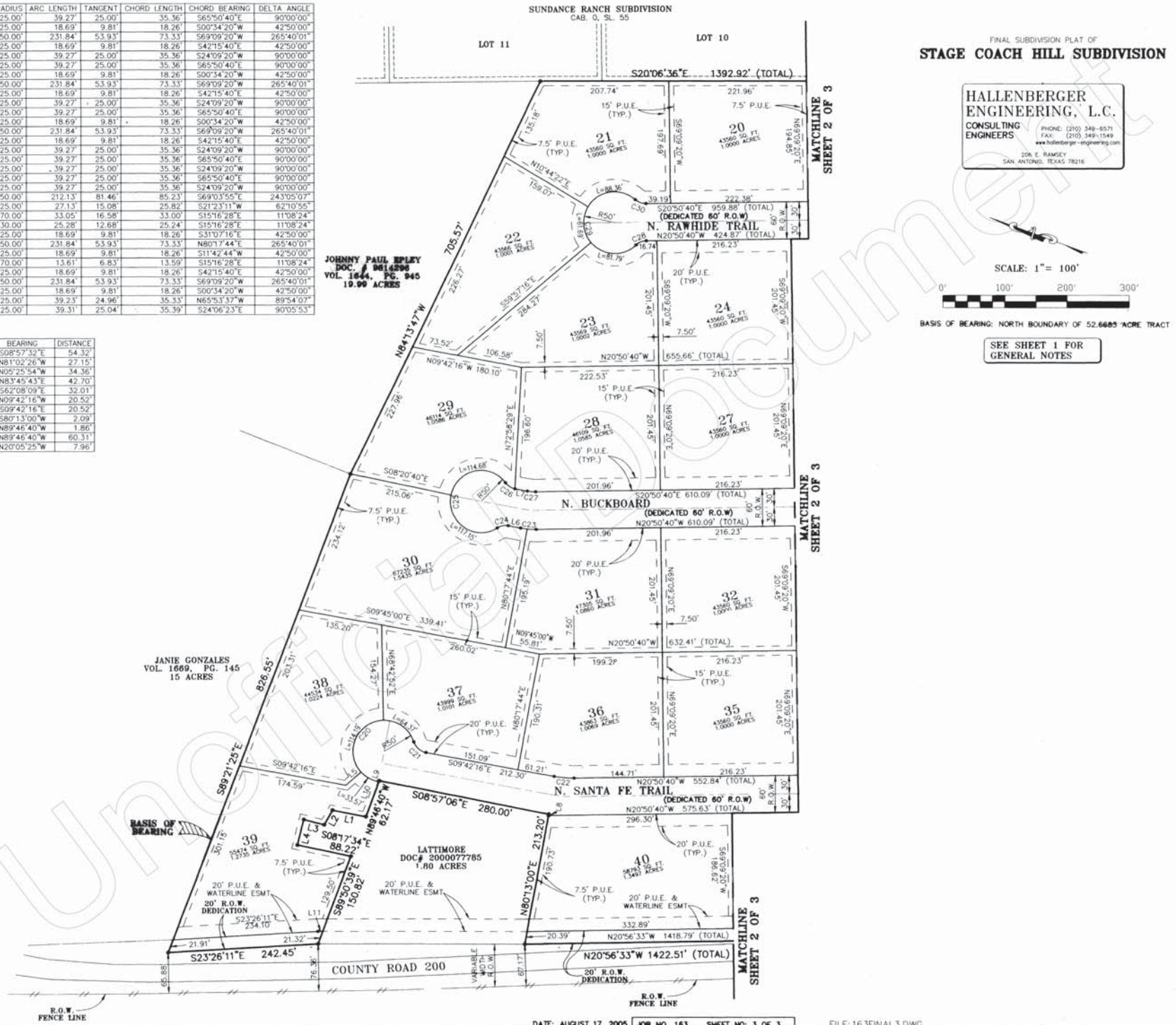
DATE: AUGUST 22, 2005 | JOB NO. 163 | SHEET NO: 2 OF 3

FILE: 163PLAT2.DWG

PHOTOGRAPHIC MYLAR

Unofficial Document

Cabinet AA Slide 336 Doc 20050800010



CURVE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.27'	25.00'	35.36'	S65°50'40"E	90°00'00"
C2	25.00'	18.69'	9.81'	18.26'	S00°34'20"W	42°50'00"
C3	50.00'	231.84'	53.93'	73.33'	S69°09'20"W	265°40'01"
C4	25.00'	18.69'	9.81'	18.26'	S42°15'40"E	42°50'00"
C5	25.00'	39.27'	25.00'	35.36'	S24°09'20"W	90°00'00"
C6	25.00'	39.27'	25.00'	35.36'	S65°50'40"E	90°00'00"
C7	25.00'	18.69'	9.81'	18.26'	S00°34'20"W	42°50'00"
C8	50.00'	231.84'	53.93'	73.33'	S69°09'20"W	265°40'01"
C9	25.00'	18.69'	9.81'	18.26'	S42°15'40"E	42°50'00"
C10	25.00'	39.27'	25.00'	35.36'	S24°09'20"W	90°00'00"
C11	25.00'	39.27'	25.00'	35.36'	S65°50'40"E	90°00'00"
C12	25.00'	18.69'	9.81'	18.26'	S00°34'20"W	42°50'00"
C13	50.00'	231.84'	53.93'	73.33'	S69°09'20"W	265°40'01"
C14	25.00'	18.69'	9.81'	18.26'	S42°15'40"E	42°50'00"
C15	25.00'	39.27'	25.00'	35.36'	S24°09'20"W	90°00'00"
C16	25.00'	39.27'	25.00'	35.36'	S65°50'40"E	90°00'00"
C17	25.00'	39.27'	25.00'	35.36'	S24°09'20"W	90°00'00"
C18	25.00'	39.27'	25.00'	35.36'	S65°50'40"E	90°00'00"
C19	25.00'	39.27'	25.00'	35.36'	S24°09'20"W	90°00'00"
C20	50.00'	212.13'	81.46'	85.23'	S69°03'55"E	243°05'07"
C21	25.00'	27.13'	15.08'	25.82'	S21°23'11"W	62°10'55"
C22	170.00'	33.05'	16.58'	33.00'	S15°16'28"E	11°08'24"
C23	130.00'	25.28'	12.68'	25.24'	S15°16'28"E	11°08'24"
C24	25.00'	18.69'	9.81'	18.26'	S31°07'16"E	42°50'00"
C25	50.00'	231.84'	53.93'	73.33'	N80°17'44"E	265°40'01"
C26	25.00'	18.69'	9.81'	18.26'	S11°42'44"W	42°50'00"
C27	70.00'	13.61'	6.83'	13.59'	S15°16'28"E	11°08'24"
C28	25.00'	18.69'	9.81'	18.26'	S42°15'40"E	42°50'00"
C29	50.00'	231.84'	53.93'	73.33'	S69°09'20"W	265°40'01"
C30	25.00'	18.69'	9.81'	18.26'	S00°34'20"W	42°50'00"
C31	25.00'	39.23'	24.96'	35.33'	N65°53'37"W	89°54'07"
C32	25.00'	39.31'	25.04'	35.39'	S24°06'23"E	90°05'53"

LINE	BEARING	DISTANCE
L1	S08°57'32"E	54.32'
L2	N81°02'26"W	27.15'
L3	N05°25'54"W	34.36'
L4	N83°45'43"E	42.70'
L5	S62°08'09"E	32.01'
L6	N09°42'16"W	20.52'
L7	S09°42'16"E	20.52'
L8	S80°13'00"W	2.09'
L9	N89°46'40"W	1.86'
L10	N89°46'40"W	60.31'
L11	N20°05'25"W	7.96'

DATE: AUGUST 17, 2005 | JOB NO. 163 | SHEET NO: 3 OF 3 | FILE: 163FINAL3.DWG

Unofficial Document

PLAT MAP RECORDING SHEET

INSTRUMENT #--

DEDICATOR-- Lookout Partners LP

SUBDIVISION NAME-- SUNDANCE RANCH

MAP RECORDED IN CABINET __0__, **SLIDES** 55, 56, 57 & 58

PROPERTY FORMERLY KNOWN AS: 438.89 ac. Richard West Sy, A 643

HAND TO: Crichton & Associates (244-3395)

INSTRUMENT DATE: December 31, 1996

FILE DATE: January 15, 1997

Doc# 9701704
Pages: 4
Date : 01-15-1997
Time : 11:45:21 A.M.
Filed & Recorded in
Official Records
of WILLIAMSON County, TX.
ELAINE BIZZELL
COUNTY CLERK
Rec. $ 131.00

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

Unofficial Document

Cabinet O Slide 55

Doc.# 1997001704

SUNDANCE RANCH

LOCATION MAP

FIELD NOTES

FIELD NOTES FOR A 438.89 ACRES OUT OF THE RICHARD WEST SURVEY ABSTRACT NO. 643 IN WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 50.0 ACRE TRACT RECORDED IN DOC. 9843447, ALL OF A 330.28 ACRE TRACT RECORDED IN DOC. #9848597 AND A 58.565 TRACT RECORDED IN DOC. NO. 9849979 ALL OF THE WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" pin found on the West R.O.W. of County Road No. 214 and at the Northeast corner of a 150.18 acre tract conveyed to Crt. Perry in Volume 318 Page 422 Deed Records of Williamson County, Texas also being the Southeast corner of this tract and the POINT OF BEGINNING

THENCE leaving said R.O.W. and with the fenced North line of said 150.18 acre tract also being the South line of this tract the following two (2) courses.

1) S 70° 19' 56" W, 2458.87 feet to a 1/2" pin found.

2) S 70° 19' 44" W, 1581.58 feet to a 1/2" pin found at the Northwest corner of said 150.18 acre tract also being the Northeast corner of a 34.22 acre tract conveyed to W.B. Stanford in Volume 348 Page 424 Deed Records of Williamson County, Texas.

THENCE continuing with the fenced South line of this tract also being the North line of said 58.33 acre tract the following four (4) courses.

1) S 69° 55' 39" W, 763.26 feet to a 1/2" pin found.

2) S 69° 52' 13" W, 258.24 feet to a fence corner.

3) S 72° 48' 19" W, 373.00 feet to a fence corner.

4) S 82° 10' 44" W, 1286.70 feet to a fence corner on the East R.O.W. of County Road No. 200 and at the Northwest corner of said 58.33 acre tract also being the Southwest corner of this tract.

THENCE N 14° 15' 28" W with the fenced East R.O.W. of County Road No. 200 a distance of 1449.98 feet to a 1/2" pin set at the Southwest corner of a 34.37 acre tract conveyed to W.M. Lowrimore in Volume 686 Page 910 Deed Records of Williamson County, Texas for the lower Northwest corner of this tract.

THENCE N 70° 28' 27" E with the fenced South line of said 34.37 acre tract also being the lower North line of this tract, 1373.12 feet to a nail found in the top of a fence post for an interior of corner of this tract and the Southeast corner of said 34.37 acre tract.

THENCE N 19° 25' 08" W with the fenced East line of said 34.37 acre tract also being the West line of this tract 1392.82 feet to a 1/2" pin found at the Northeast corner of said 34.37 acre tract also being the Southeast corner of a 19.99 acre tract conveyed to Anna Ruth Epley in Volume 1644 Page 843 Official Records of Williamson County, Texas.

THENCE continuing with the fenced West line of this tract also being the East line of said 19.99 acre tract the following two (2) courses.

1) N 19° 56' 46" W, 943.15 feet to a 1/2" pin found.

2) N 19° 56' 28" W, 170.41 feet to a 1/2" pin found at the Northeast corner of said 19.99 acre tract also being the Southeast corner of a 2.2 acre tract conveyed to Phil Hagemeier in Volume 2483 Page 474 Official Records of Williamson County, Texas.

THENCE N 19° 56' 46" W continuing with the fenced West line of this tract also being the East line of said 2.2 acre tract 512.43 feet to a 1/2" pin found at the Northeast corner of said 2.2 acre tract also being the Southeast corner of a 2.52 acre tract conveyed to Richard Ribar and the most Westerly Southwest corner of a 602.59 acre tract conveyed to Ruth Drennan in Volume 709 Page 78 Deed Records of Williamson County, Texas for the Northwest corner of this tract.

THENCE N 69° 04' 03" E with the fenced most Westerly South line of said 602.59 acre tract also being the North line of this tract 2792.58 feet to a 1/2" pin found at an interior ell corner of said 602.59 acre tract and the most Northerly Northeast corner of this tract.

THENCE S 20° 15' 07" E with the fenced East line of this tract also being the West line of said 602.59 acre tract 778.31 feet to a 600 nail found in the top of a fence post.

THENCE S 20° 14' 51" E continuing with the East line of this tract and the West line of said 602.59 acre tract, leaving said fence at 1000.47 feet 21.54 feet left a 1/2" pin found at a P.I. in said fence in all a total distance of 2355.83 feet to a 3" diameter steel fence post for the most Southerly Southeast corner of said 602.59 acre tract also being at inside ell corner of this tract.

THENCE N 71° 00' 43" E with the South line of said 602.59 acre tract also being the most Southerly North line of this tract at 1149.45 feet 34.53 feet right a 1/2" pin found, in all a total distance of 2325.69 feet to a 1/2" pin found on the West R.O.W. of County Road No. 214 also being the Southeast corner of said 602.59 acre tract and for the most Southerly Northeast corner of this tract.

THENCE S 04° 56' 31" E with the fenced West R.O.W. of County Road No. 214 also being the East line of this tract 1566.24 feet to the POINT OF BEGINNING and containing 438.89 acres more or less.

STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT LOCKOUT PARTNERS, LP, WITH ITS HOME OFFICE IN HOUSTON, TEXAS, ACTING HEREIN THROUGH ITS PRESIDENT, WILLIAM R. HINCKLEY, BEING THE OWNER OF THAT CERTAIN 330.28 ACRE TRACT OF LAND OUT OF THE RICHARD WEST SURVEY ABSTRACT NO. 643 RECORDED IN DOC. NO. 9848597 AND A 50.00 ACRE TRACT OUT OF THE RICHARD WEST SURVEY ABSTRACT 643 RECORDED IN DOC. NO. 9843447 AND JESSAMINE J. ARNOLD BEING THE OWNER OF A 58.565 ACRE TRACT OUT OF THE RICHARD WEST SURVEY ABSTRACT NO. 643 RECORDED IN DOC. 9849979 ALL OF THE WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS DO HEREBY PLAT SAME AND DO HEREBY ADOPT THIS MAP OR PLAT TO BE KNOWN AS "SUNDANCE RANCH", AND DO HEREBY DEDICATE THE UTILITY EASEMENTS TO THE PUBLIC FOREVER.

WITNESS OUR HAND ON THIS 31st DAY OF December 1996.

WILLIAM R. HINCKLEY, PRESIDENT
LOCKOUT PARTNERS, LP
2370 ROE BLVD., SUITE 200
HOUSTON, TEXAS 77005

JESSAMINE J. ARNOLD
408 STERLING STREET
AUSTIN, TEXAS 78704

Jim Arnold Jr, Attorney in Fact

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED WILLIAM J. HINCKLEY, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31st DAY OF Dec 1996

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MICHELLE M. ASH
NOTARY PUBLIC
State of Texas
Comm. Exp. 07-07-98

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JESSAMINE J. ARNOLD, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6 DAY OF January 1997

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MARIAN DONNELLY
Notary Public, State of Texas
My Commission Expires
JULY 18, 2000

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, the undersigned, a registered professional land surveyor in the State of Texas, hereby certify that this plat is true and correctly made and is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision and that this plat and all plans and specifications which are included with the plat are, to the best of my professional capability, complete and accurate and in compliance with all relevant city and county ordinances, codes, plans and relevant state standards.

No part of this subdivision lies within the 100 year flood plain of any watercourse and is not within a special flood hazard area as identified by F.E.M.A. National Flood Insurance Program Map No. 481078 0100 C, dated September 27, 1991, for Williamson County, Texas. This property is not in the Edwards Aquifer Recharge Zone.

Herman Chonkin, R.P.L.S. #248
Chonkin and Associates
107 North Lampasas
Round Rock, Texas 78664
512-244-3395

STATE OF TEXAS
COUNTY OF WILLIAMSON

Based upon the above representations of the surveyor whose seal is affixed hereto, and after a review of the plat as represented by the said surveyor, I find this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County, the Williamson County Flood plain regulations, and Williamson County private sewerage facility regulations this certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. The Williamson County Health District and Williamson County disclaims any responsibility to any member of the public for independent verification of the representation factual or otherwise, contained in this plat and the documents associated with it.

Paula Pena, Director of Environmental Services — Date 12/31/96

GENERAL NOTES:

1. Total Acres: 438.89
2. Number of lots: 79
3. Number of blocks: 1
4. Area of smallest lot: 5.0000 acres
5. Proposed use: Single Family Residential
6. Water service for this subdivision will be provided by Chisholm Trail Special Utility District
7. Sewer service to be provided on site
8. Lineal feet of private street: = 13,030
9. Owner: The Lockout Partners L.P. & Jessamine J. Arnold
10. In order to promote drainage away from a structure, the min elevation should be built at least one foot above the surrounding ground, and the ground should be graded away from the structure at a slope of 1/2" per foot for a distance of a least 10 feet.
11. This tract is not located in the Edwards Aquifer Recharge Zone as indicated on the Texas Water Commission Recharge Zone Maps.
12. All dwellings placed on subdivision lots or reservations must be connected to septic tanks or disposal facilities meeting the specifications and conditions of the State Department of Health and the private sewage facility regulations applicable to Williamson County as of the date of applications.
13. No structure of land on the plat shall hereafter be located or altered without first submitting a CERTIFICATE OF COMPLIANCE Application Form to the Williamson County Flood Plain Administrator.
14. There are no areas within this tract that have a gradient exceeding 15%.
15. 18.8456 acres within the 60' Private Roadway Easement.

Variance to subdivision regulations for Sundance Ranch

Commissioners Court Minutes Volume 35 page 197

Williamson County Commissioners' Court approval

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 all bridges or culverts necessary to be constructed or placed, is the responsibility of the owner of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas. The Commissioners' Court of Williamson County, Texas assumes no obligation to build or maintain the streets, roads, or other public thoroughfares shown on this plat, or in constructing any bridges or culverts in connection therewith. It is further understood that the streets, roads and other public thoroughfares shown here are private and the county assumes no responsibility or obligation for construction or maintenance. And further responsibility for maintenance for all roads within this subdivision shall be the sole responsibility of the property owners and or the property owners association.

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.

STATE OF TEXAS
WILLIAMSON COUNTY:

I, JOHN DOERFLER, County Judge of Williamson County Texas, do hereby certify that this map or plat, with written field notes shown hereon, and the surveyor's certificate appearing hereon, known as "SUNDANCE RANCH" having been duly presented to the Commissioners Court of Williamson County Texas, and by said court was duly considered, was on this day approved, and said plat is authorized to be registered and recorded in the proper presence of the County Clerk of Williamson County, Texas.

John C. Doerfler, County Judge, Williamson County, Texas — Date 1-7-97

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Elaine Blizzel, Clerk of the County Court, within and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing, with its certificate of authentication, was filed for record in my office on the 8th day of January 1997 A.D., at 11:45 A'clock A.M., and was duly recorded on this the 9th day of January 1997 A.D., at 11:45 A'clock A.M., in the plat records of said county in Cabinet O Slides 55 & 56 thru 56-A

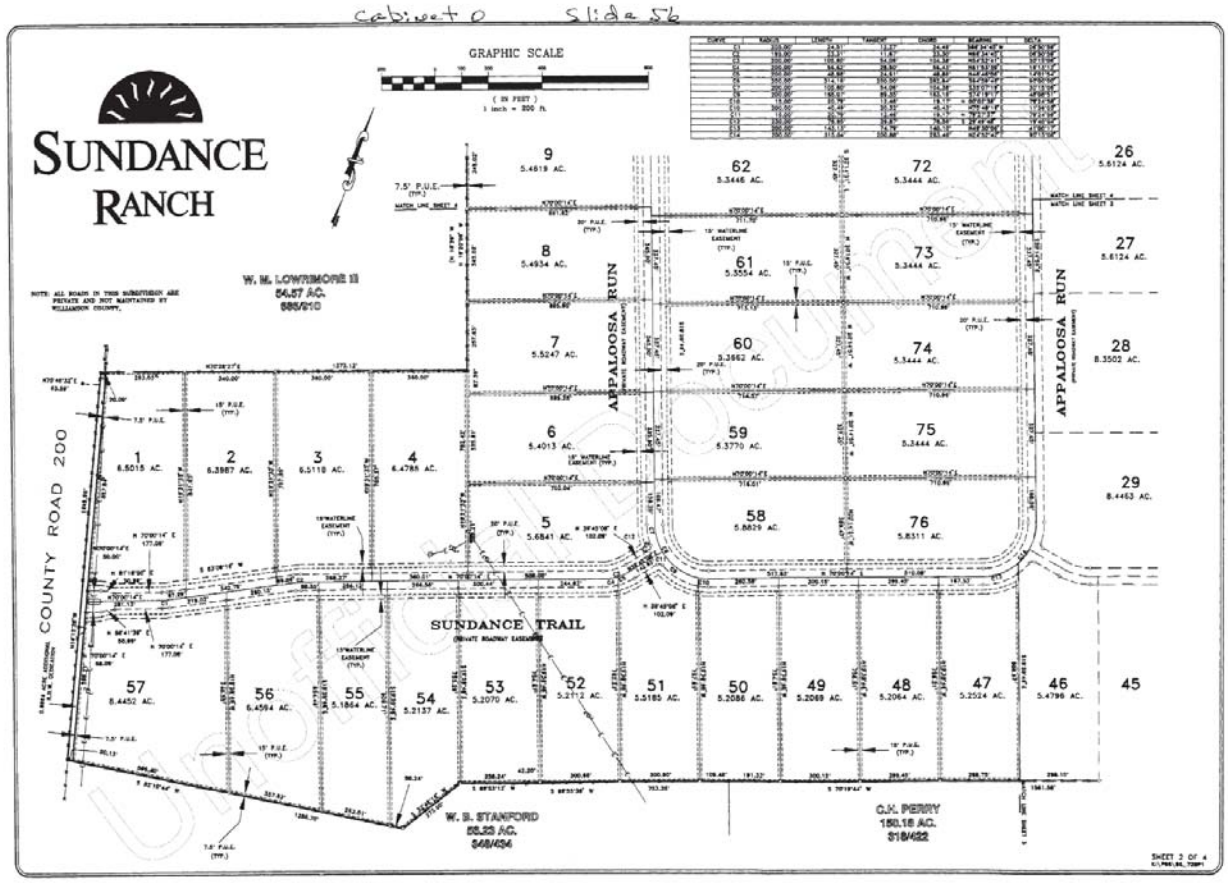
Witness my hand and seal of the County Court of said County, at my office in Georgetown, Texas, the last date written above.

By: Elaine Blizzel, Clerk, County Court, Williamson County, Texas

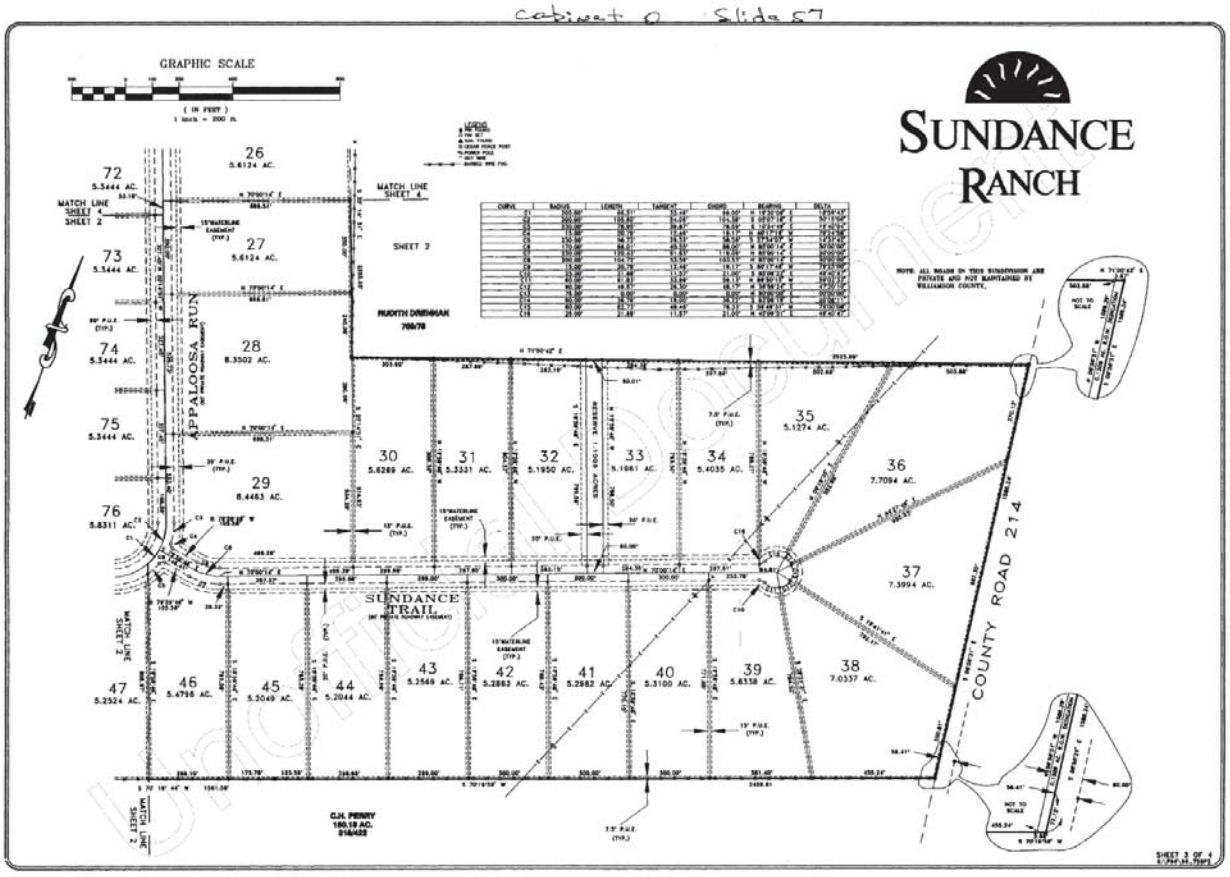
SHEET 1 OF 4
K:\P96\96_728P4

PHOTOSHARE\EC MYLAR

Cabinet D Slide 56

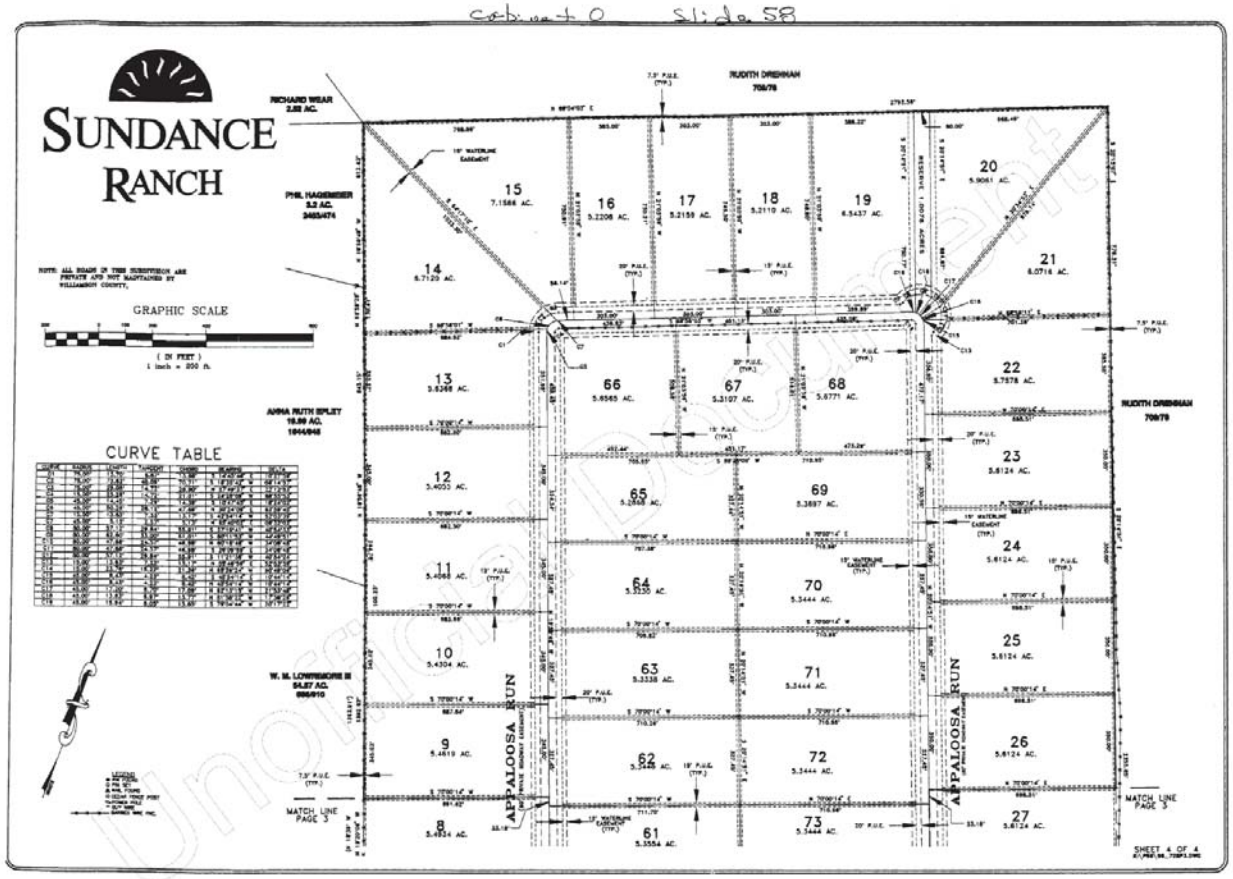


Cabinet O Slide 57



Unofficial Document

Cabinet O Slide 58



Unofficial Document

(Attachment “F”)

Utility Joint Use Agreement

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-CR200 3 Lane – Pedernales Electric Cooperative

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 200 – 3 Lane:
From approx. 400' north of SH 29 to approx. 200' south of CR 201

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Pedernales Electric Cooperative, hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the_____day of _____, 2020, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Pedernales Electric Cooperative
Utility Name

By _____
Authorized Signature

Title: _____

Date: _____

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____

September 7, 2020

Pedernales Electric Cooperative, Inc.
Attn: Liberty Hill District
P.O. Box 1
Johnson City, TX 78636-0001

RE: Relocation Expenses Reimbursement - Public Right of Way
Williamson County—County Road 200

Dear Sirs:

This letter sets forth the agreement between Williamson County, Texas (the "County") and Pedernales Electric Cooperative, Inc. ("PEC") regarding PEC's use of portions of the County Road 200 public right of way improvement project in Williamson County, Texas from approximately 400' north of SH 29 to approximately 100' south of CR 201 (the "Public Right of Way"), shown in further detail in **Exhibit A** attached hereto and incorporated herein for all purposes.

1. Scope

We understand that there are instances where PEC is required to relocate and reconstruct electric service to areas within its certificated service territory in accordance with the terms and conditions of its Tariff and Business Rules and/or certain Standard Utility Agreements. These terms may include, among other things, cost reimbursement for relocation and reconstruction of any facilities located within easements owned by PEC which are requested and required to be moved due to a conflict with a proposed roadway transportation project, including tree trimming costs and mitigation, and obtaining of any easements necessary for reestablishment of service.

In this instance, PEC owned and maintained operational facilities which were in conflict with certain locations for construction of the County's proposed CR 200 roadway expansion project, and in areas which PEC validly owned and possessed easement rights upon private property for the location and operation of its facilities. PEC generally attempts to construct its facilities on private property given the possibility of roadway widenings which may cause a requested relocation in order to accommodate expanded transportation project construction.

In consideration of PEC expediting the relocation of its facilities to within the Public Right of Way rather than obtaining replacement easement rights on private property adjacent to the Public Right of Way, which the parties acknowledge has been completed as requested by the County, by this Letter Agreement the County further acknowledges and agrees as of the date hereof that if in the future the County, City of Liberty Hill, or any other governmental authority, including the Texas Department of Transportation, directs removal or relocation of PEC's facilities currently located

within the Public Right of Way, that the cost of such removal or relocation of PEC's facilities shall be at the County's expense if not paid by other entity requesting the relocation. PEC may request payment in advance from the County prior to any such relocation requested. All other terms of any required relocation shall be pursuant to the provisions of the Standard Utility Agreement of the applicable jurisdiction making the relocation request.

Further, the County acknowledges that pursuant to the ordinances of any applicable regulatory jurisdiction governing the Public Right of Way and adjacent private property that it may be required to conduct tree surveys and mitigation for any future relocation required as a direct result of a request to accommodate a future transportation project.

2. *General Provisions*.

(a) **Entire Agreement**. This Letter Agreement embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or agreements between PEC and County, regarding the subject matter hereof.

(b) **Amendment**. This Letter Agreement may only be amended by written agreement between PEC and County.

(c) **Warranty**. The County has appropriate authority to enter into the obligations herein of the Letter Agreement.

(d) **Interpretation**; **Counterparts**. Each party has read this Letter Agreement, understands it, and agrees to be bound by its terms and conditions. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. This Letter Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective for all purposes hereunder to the same extent as original signatures.

(e) **Governing Law**. This Letter Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles.

(f) **Waivers**. No failure or delay by any party in exercising any right, power or privilege under this Letter Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(g) **Survival**. Termination or expiration of this Letter Agreement shall not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Letter Agreement.

(h) **Assignment and Delegation.** No party may assign any of its rights under this Letter Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. No party may delegate any performance under this

Letter Agreement. Any purported assignment of rights or delegation of performance in violation of this paragraph is invalid and void.

(i) **Severability**. If any term or provision of this Letter Agreement is determined to be invalid, void, or unenforceable, the remaining terms and provisions of this Letter Agreement shall, to the extent reasonable and practicable, continue in full force and effect.

If the terms of this Letter Agreement are satisfactory, please acknowledge and agree below.

Sincerely,

WILLIAMSON COUNTY, TEXAS

By:_____

Bill Gravell, Jr., County Judge

Date:_____

AGREED:

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: _____

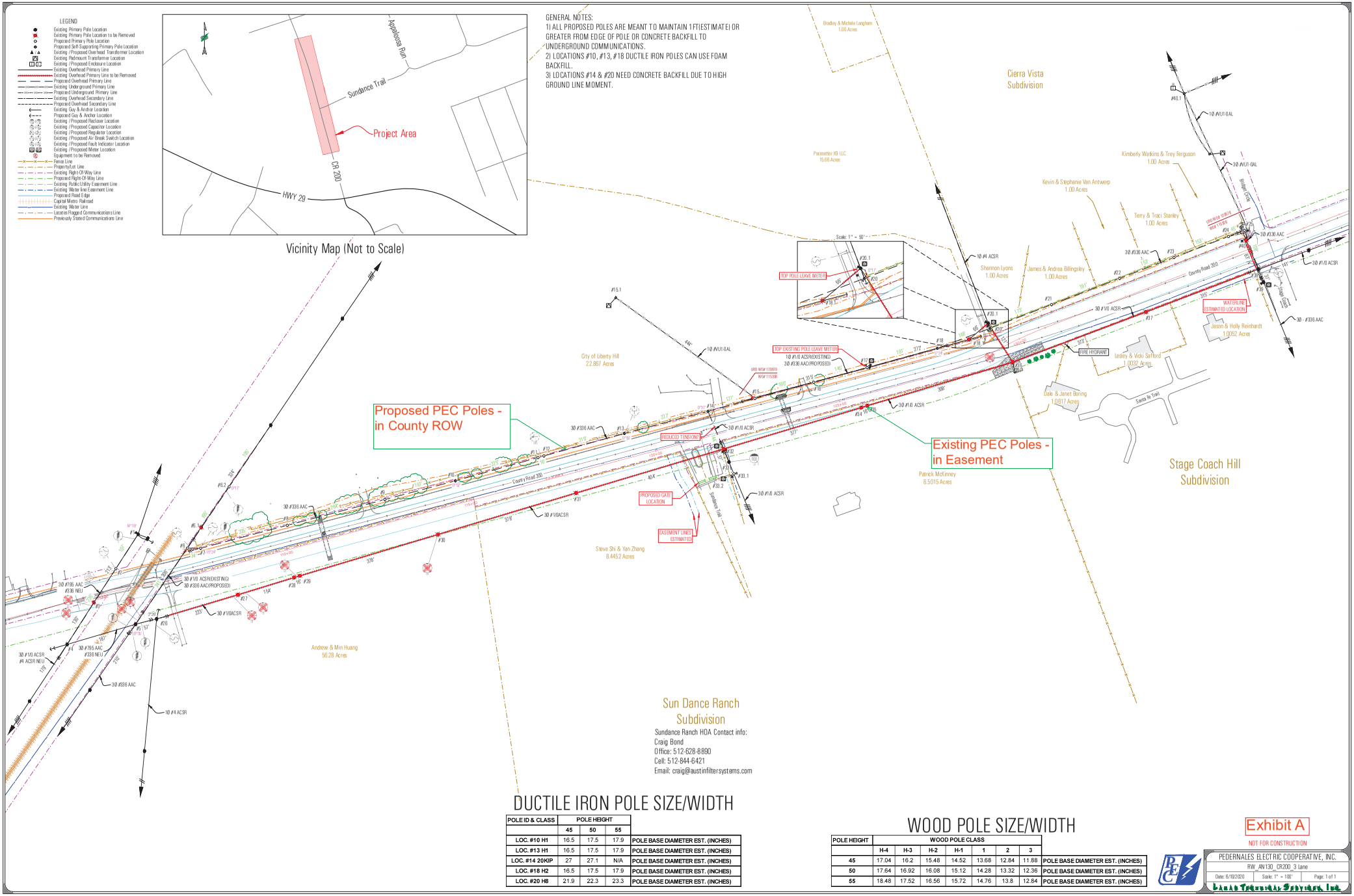
Name: _____

Title: _____

Date:_____

EXHIBIT A

Description of Public Right of Way



DUCTILE IRON POLE SIZE/WIDTH

POLE ID & CLASS	POLE HEIGHT			
	45	50	55	
LOC. #10 H1	16.5	17.5	17.9	POLE BASE DIAMETER EST. (INCHES)
LOC. #13 H1	16.5	17.5	17.9	POLE BASE DIAMETER EST. (INCHES)
LOC. #14 20KIP	27	27.1	N/A	POLE BASE DIAMETER EST. (INCHES)
LOC. #18 H2	16.5	17.5	17.9	POLE BASE DIAMETER EST. (INCHES)
LOC. #20 H8	21.9	22.3	23.3	POLE BASE DIAMETER EST. (INCHES)

WOOD POLE SIZE/WIDTH

POLE HEIGHT	WOOD POLE CLASS							
	H-4	H-3	H-2	H-1	1	2	3	
45	17.04	16.2	15.48	14.52	13.68	12.84	11.88	POLE BASE DIAMETER EST. (INCHES)
50	17.64	16.92	16.08	15.12	14.28	13.32	12.36	POLE BASE DIAMETER EST. (INCHES)
55	18.48	17.52	16.56	15.72	14.76	13.8	12.84	POLE BASE DIAMETER EST. (INCHES)

Exhibit A

NOT FOR CONSTRUCTION

PEDERNALES ELECTRIC COOPERATIVE, INC.

RW_AN130_CR200_3 Lane

Date: 6/10/2020 | Scale: 1" = 100' | Page: 1 of 1

Land Technical Services, Inc.

Commissioners Court - Regular Session **50.**

Meeting Date: 01/12/2021

3866 Forest North Phase 3 Change Order No. 3

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $27, 841.45 for Forest North Phase 3 (DeNucci Constructors), a Road Bond project in Commissioners Pct. 1. P: 225 Funding Source: Road Bond

Background

This Change Order adds an item for additional potholing needed to locate City of Austin (COA) water line facilities not called for in the plans and outside the scope of the existing bid items. In addition, this Change Order adds an item to reimburse for mailboxes that are not shown in the plans but need to be removed and replaced due to the COA water line relocations.

Item 510-6001 MAILBOX REMOVE AND REPLACE-S (TWG-POST) TY 1 is an existing bid item in the County portion of the contract. This change order adds the item to the items paid for by the COA. The City of Austin has agreed to pay the additional costs associated with these items. The use of these items will be directed by the City of Austin inspector assigned to the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

3866 Forest North Ph 3 Change Order No 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 11:25 AM
Form Started By: Dawn Haggard		Started On: 01/06/2021 09:18 AM
Final Approval Date: 01/07/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project:	*Forest North Phase 3*
Roadway:	*Drainage Improvements*
CSJ Number:	*3866*

1. CONTRACTOR: DeNucci Constructors, LLC.

2. Change Order Work Limits: Sta. Various to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 4B (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

4B: Third Party Accommodation. Third party requested work. This Change Order adds an item for additional potholing needed to locate City of Austin (COA) water line facilities not called for in the plans and outside the scope of the existing bid items. In addition, this Change Order adds an item to reimburse for mailboxes that are not shown in the plans but need to be removed and replaced due to the COA water line relocations. The use of these items will be directed by the City of Austin inspector assigned to the project.

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change.

THE CONTRACTOR Date 10/29/20

By _____

Typed/Printed Name PAUL T. DeNucci

Typed/Printed Title MANAGER

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $27,841.45

RECOMMENDED FOR EXECUTION:

_____ 11/20/20
Project Manager Date

N/A
Design Engineer Date

1/6/2021
Program Manager Date

Wale Odufuye 01/05/2021
City of Austin Project Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ■ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *st North Phase 3*

TABLE A: Force Account Work and Materials Placed into Stock DeNucci Constructors

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
510-COA1	POTHOLING	EA	$1,589.43	0.00	$0.00	15.00	15.00	$23,841.45	$23,841.45
510-COA2	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$400.00	0.00	$0.00	10.00	10.00	$4,000.00	$4,000.00
TOTALS					$0.00			$27,841.45	$27,841.45

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

Forest North Drainage Phase 3
Williamson County Project No. 3866

Change Order No. 3

Reason for Change

This Change Order adds an item for additional potholing needed to locate City of Austin (COA) water line facilities not called for in the plans and outside the scope of the existing bid items. In addition, this Change Order adds an item to reimburse for mailboxes that are not shown in the plans but need to be removed and replaced due to the COA water line relocations.

Item 510-6001 MAILBOX REMOVE AND REPLACE-S (TWG-POST) TY 1 is an existing bid item in the County portion of the contract. This change order adds the item to the items paid for by the COA. The City of Austin has agreed to pay the additional costs associated with these items. The use of these items will be directed by the City of Austin inspector assigned to the project.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
510-COA1	POTHOLING	15.00	EA
510-COA2	MAILBOX INSTALL-S (TWG-POST) TY 1	10.00	EA

This Change Order results in a net increase of $27,841.45 to the Contract amount, for an adjusted Contract total of $4,848,270.52. The original Contract amount was $4,793,058.15. As a result of this and all Change Orders to-date, $55,212.37 has been added to the Contract, resulting in a 1.15% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order. Austin Water Utilities has reviewed and approved these changes and pricing.

This Change Order is for water line changes that are part of the COA-funded portion of the Contract. This Change Order is a net increase of $27,841.45 for an adjusted City Contract amount of $1,812,761.45. The original water line portion of the Contract was $1,762,567.00. The $50,097.23 increase equals a 2.85% increase in the COA water line Contract.

HNTB Corporation

James Klotz, P.E.

CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: Forest North Drainage PH III

Change Order Proposal Number: 1 Date: 7/13/2020

Description:

Cost for potholing for extra work items or items not included in contract documents. Price includes mobilizeization, traffic control, flagging, excavation, and backfill. Price is per pothole (each).

Labor:

Position	Quantity	RT Hrs	OT Hrs		RT Rate	OT Rate	Total
General Superintendent	1				$75.00		$0.00
Utility Superintendent	1	4			$56.44		$225.76
Operators	2	4			$24.50		$196.00
Pipe Layers	0	4			$22.00		$0.00
Laborers/Flaggers	3	4			$19.50		$234.00
Concrete Superintendent	1						$0.00
Concrete Form Setter	2						$0.00
Concrete Finisher	1						$0.00
Truck Driver	1						$0.00
						Subtotal	$655.76

Material

Description	Quantity		Unit		Rate	Total
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	$0.00

Subcontractors/Vendors:

Description	Total
Subtotal	$0.00

Unit Pricing

Description	Quantity		Unit		Price	Total
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	$0.00

Equipment:

Description	Quantity		Unit	Operating Cost/Day	FHWA Rate	Total
314 Excavator	4		HR		$75.88	$303.52
299 Skid Steer	4		HR		$22.45	$89.80
						$0.00
						$0.00
						$0.00
						$0.00
					Subtotal	$393.32

Labor		$655.76
Labor Burden	55%	$360.67
Labor P & O	25%	$163.94
Material		$0.00
Material P & O	25%	$0.00
Subcontractor		$0.00
Subcontractor P & O	25%	$0.00
Bid Item		$0.00
Equipment		$393.32
Bond	1%	$15.74
TOTAL		$1,589.43

Additional days requested: 1

Eddie R. Church

From: Odufuye, Adewale <Adewale.Odufuye@austintexas.gov>
Sent: Thursday, September 10, 2020 12:19 PM
To: Eddie R. Church; Glosson, Rick; Ramones, Rick
Cc: 34275_RB_ForestNorthDrainage; Tracy Cooper; Kristen Van Hoosier; Clayton Weber; Lowell Choate; Moore, Eva; Azari, Houman
Subject: RE: 3866 Forest North Phase 3 - Outstanding COA RFI's

Importance: High

Hello Eddie,
Hope your day is going well. Below is City written response to RFIs #11, 12, & 13 as discussed at the meeting on August 8, 2020. Please let me know if you need any additional information or clarification. My apologies for the tardy response. Also, please include Eva Moore on all correspondences relating to this project.
Thank you.

RFI #11: DeNucci requests separate pay item for potholing for proposed additional work. We have already had multiple instances that we are requesting reimbursement. For example, on the new construction plans at the Tee of Broadmeade and Braes Valley on sheet C-105, additional potholing is required to find couplings for A.C pipe, so we know how much D.I pipe to lay and how much A.C. pipe to remove without compromising the rest of the existing A.C. pipe which will stay.

CoA Response: **1**. Per design plans, potholing to identify pipe alignment and depth is subsidiary to the pipe installation and will not be paid for.
2. Any potholing outside of this already done by the Contractor will be evaluated by City personnel – Rick Glosson and Rick Ramones, and determine eligibility for payment.
3. Any future pot for reimbursement must first be approved by City Personnel.

RFI #12: Standard Practice is the utility locate should be within 18''+/- of actual locate position. In instances where locate is more than 18'' off from actual line location, DeNucci requests reimbursement for additional potholing, and pavement repair. Attached is a picture where the AWU locate painted lines show the existing water line going, consequently our crew began to lay the new service line approx. 4' away from existing markings and they ended up hitting the existing service. This caused a loss in production and increased the overall cost due to added repairs.

CoA Response: The typical range of Utility Locate Line is 2-2.5’ on either side of the line. The City personnel will evaluate existing lines outside of this range and the City shall compensate Contractor accordingly.

RFI #13: Water line plans do not call out mailbox removals and replacements (for example Sheet C-105). The storm sewer plans call out mailbox removal and replacement, where storm sewer work is taking place. On the water line plans, where COA water line work extends past or is located outside of storm sewer work, as on Braes Valley, the plans do not address the mailbox locations which are consistently directly above the existing COA water line that shows to be removed.

CoA Response: Whenever possible, the City will redesign and eliminate any impact to brick mailbox. Any regular mailbox already impacted and relocated will be paid for per bid price. Future potential impact to any mailbox should be brought to City personnel attention and decision made prior to removal and relocation of mailbox.

Wale Odufuye, P.E.
Consulting Engineer | Engineering Services Division
Public Works Department | City of Austin, Texas
512-974-7119 direct
512-784-2023 mobile

PUBLIC WORKS

From: Eddie R. Church <erchurch@HNTB.com>
Sent: Wednesday, August 19, 2020 5:56 PM
To: Odufuye, Adewale <Adewale.Odufuye@austintexas.gov>; Glosson, Rick <Rick.Glosson@austintexas.gov>; Ramones, Rick <Rick.Ramones@austintexas.gov>
Cc: 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>; Tracy Cooper <tcooper@HNTB.com>; Kristen Van Hoosier <KVanHoosier@cobbfendley.com>; Clayton Weber <cweber@HNTB.com>; Lowell Choate <lchoate@HNTB.com>
Subject: RE: 3866 Forest North Phase 3 - Outstanding COA RFI's
Importance: High

*** External Email - Exercise Caution ***

Wale,

I have still not received any response for the 3 outstanding Forest North RFI's sent to you on 8/6/20. See below. Please send your final responses for each, so I can forward to the Contractor.

Thank you,

Eddie R. Church, PE
Project Manager
Tel (512) 527-6723 **Mobile** (512) 297-0524 **Email** erchurch@hntb.com

From: Eddie R. Church <erchurch@HNTB.com>
Sent: Thursday, August 6, 2020 12:24 PM
To: Odufuye, Adewale <Adewale.Odufuye@austintexas.gov>; Glosson, Rick <Rick.Glosson@austintexas.gov>
Cc: 34275_RB_ForestNorthDrainage <ForestNorthDrainage_P225@hntb.com>; Tracy Cooper <tcooper@HNTB.com>; rick.ramones@austintexas.gov; Kristen Van Hoosier <KVanHoosier@cobbfendley.com>; Clayton Weber <cweber@HNTB.com>; Lowell Choate <lchoate@HNTB.com>
Subject: 3866 Forest North Phase 3 - Outstanding COA RFI's

Wale,

See my notes below for the 3 outstanding COA RFI's. Please update and provide your final responses for each.

RFI No.	General Description	Date from Contractor	Sent to	Date Sent to Engineer	Date Rev Date from Engineer
11	DeNucci requests separate pay item for potholing for proposed additional work. We have already had multiple instances that we are requesting reimbursment. For example, on the new construction plans at the Tee of Broadmeade and Braes Valley on sheet C-105, additional potholing is required to find cuplings for A.C pipe, so we know how much D.I pipe to lay and how much A.C. pipe to remove without comprimising the rest ofthe existing A.C. pipe which will stay.	7/15/2020	COA	7/15/2020	

12	Standard Practice is the utility locate should be within 18''+/- of actual locate position. In instances where locate is more than 18'' off from actual line location, DeNucci requests reimbursement for additional potholing, and pavement repair. Attached is a picture where the AWU locate painted lines show the existing water line going, consequently our crew began to lay the new service line approx. 4' away from existing markings and they ended up hitting the existing service. This caused a loss in production and increased the overall cost due to added repairs.	7/15/2020	COA	7/15/2020	
13	Water line plans do not call out mailbox removals and replacements (for example Sheet C-105). The storm sewer plans call out mailbox removal and replacement, where storm sewer work is taking place. On the water line plans, where COA water line work extends past or is located outside of storm sewer work, as on Braes Valley, the plans do not address the mailbox locations which are consistently directly above the existing COA water line that shows to be removed.	7/23/2020	COA	7/23/2020	

Thank you,

Eddie R. Church, PE
Project Manager
Tel (512) 527-6723 **Mobile** (512) 297-0524 **Email** erchurch@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd., Ste. 100 | Round Rock, TX 78664 | hntb.com

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Commissioners Court - Regular Session **51.**

Meeting Date: 01/12/2021

3866 Forest North Phase 3 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 $2,215.00 for Forest North Phase 3 (DeNucci Constructors), a Road Bond project in Commissioner Pct. 1. P: 225 Funding Source: Road Bond

Background

This Change Order adds two new bid items to pay the Contractor to replace a driveway and pipe end treatments located at the intersection of Wisterwood and Broadmeade in the Braes Valley Zone that were impacted by the installation of the City of Austin (COA) 12" water line referenced in Change Order No.1. The City of Austin has agreed to pay the additional cost associated with these items.

COA specifications do not allow connections to old pipe made out pf Asbestos Concrete (AC). Since a new connection to the existing pipe was called for, a full joint of AC pipe was removed and replaced with a joint of Ductile Iron (DI) pipe and the connection was made to the new DI pipe section. This water line connection was located next to the driveway, and a portion of the driveway had to be removed to connect to the nearest joint in the pipe. This Change Order adds an item to replace the driveway (Item 530) and an item to replace the sloped end treatments on the driveway pipe item (Item 432). The 12" COA water line connection was added in Change Order 1.

Items 0432-6002 RIPRAP (CONC) (5 IN) and 0530-6004 DRIVEWAYS (CONC) are existing bid items in the County portion of the contract. This Change Order adds two items to the items paid for by the COA. The City of Austin has agreed to pay the additional costs associated with these items. The use of these items will be directed by the City of Austin inspector assigned to the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

3866 Forest North Ph 3 Change Order No 4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 11:26 AM

Form Started By: Dawn Haggard Started On: 01/06/2021 09:58 AM
Final Approval Date: 01/07/2021

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

Project:	***Forest North Phase 3***
Roadway:	***Drainage Improvements***
CSJ Number:	***3866***

1. CONTRACTOR: **DeNucci Constructors, LLC.**

2. Change Order Work Limits: Sta. **Various** to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

2E: Differeing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds two new items to pay the Contractor to replace a driveway and pipe end treatments located at the intersection of Wisterwood and Broadmeade in the Braes Valley Zone that were impacted by the installation of the City of Austin 12" per Change Order 1. The City of Austin has agreed to pay the additional cost associated with these items.

6. Work to be performed in accordance with Items: **see attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and by doing so agrees to waive any and all claims for additional compensation due to any and all other expenses, additional charges for time, additional profit, or loss of compensation as a result of this change.

THE CONTRACTOR Date 11/18/20

By

Typed/Printed Name PAUL T. DeNUCCI

Typed/Printed Title MANAGER

The following information must be provided

e Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$2,215.00**

RECOMMENDED FOR EXECUTION

Project Manager Date 11/19/20

N/A
Design Engineer Date

Program Manager Date 1/6/2021

Wale Odufuye 01/05/2021
City of Austin Project Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***4*** ***Project #*** ***Forest North Phase 3***

TABLE A: Force Account Work and Materials Placed into Stock DeNucci Constructors

	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
432-COA1	RIPRAP (CONC)(5 IN)	CY	$200.00	0.00	$0.00	1.10	1.10	$220.00	$220.00
530-COA1	DRIVEWAY (CONC)	SY	$105.00	0.00	$0.00	19.00	19.00	$1,995.00	$1,995.00
TOTALS					$0.00			$2,215.00	$2,215.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Forest North Drainage Phase 3
Williamson County Project No. 3866

Change Order No. 4

Reason for Change

This Change Order adds two new bid items to pay the Contractor to replace a driveway and pipe end treatments located at the intersection of Wisterwood and Broadmeade in the Braes Valley Zone that were impacted by the installation of the City of Austin (COA) 12" water line referenced in Change Order 1. The City of Austin has agreed to pay the additional cost associated with these items.

COA specifications do not allow connections to old pipe made out of Asbestos Concrete (AC). Since a new connection to the existing pipe was called for, a full joint of AC pipe was removed and replaced with a joint of Ductile Iron (DI) pipe and the connection was made to the new DI pipe section. This water line connection was located next to the driveway, and a portion of the driveway had to be removed to connect to the nearest joint in the pipe. This Change Order adds an item to replace the driveway (Item 530) and an item to replace the sloped end treatments on the driveway pipe (Item 432). The 12" COA water line connection was added in Change Order 1.

Items 0432-6002 RIPRAP (CONC) (5 IN) and 0530-6004 DRIVEWAYS (CONC) are existing bid items in the County portion of the contract. This Change Order adds two items to the items paid for by the COA. The City of Austin has agreed to pay the additional costs associated with these items. The use of these items will be directed by the City of Austin inspector assigned to the project.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
432-COA1	RIPRAP (CONC) (5 IN)	1.10	CY
530-COA1	DRIVEWAY (CONC)	19.00	SY

This Change Order results in a net increase of $2,215.00 to the Contract amount, for an adjusted Contract total of $4,850,485.52. The original Contract amount was $4,793,058.15. As a result of this and all Change Orders to-date, $57,427.37 has been added to the Contract, resulting in a 1.20% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order. Austin Water Utilities has reviewed and approved these changes and pricing.

This Change Order is for water line changes that are part of the COA-funded portion of the Contract. This Change Order is a net increase of $2,215.00 for an adjusted City Contract amount of $1,814,976.45. The original water line portion of the Contract was $1,762,567.00. The $52,409.45 increase equals a 2.97% increase in the COA water line contract.

HNTB Corporation

James Klotz, P.E.

Eddie R. Church

From: paul@denucciconstructors.com
Sent: Tuesday, July 21, 2020 8:55 AM
To: Kristen Van Hoosier; Aaron DeNucci
Cc: Eddie R. Church; nrojas@denucciconstructors.com; Tracy Cooper; Lowell Choate; 34275_RB_ForestNorthDrainage; James Klotz; Hodges, Jeffrey
Subject: RE: FW: 3866 Forest North Ph. III RFI #9

Hi Kristin - We agree with the solution. We will make up the pipe so that there is not a connection under the driveway after we remove the existing AC pipe and the driveway (currently, we believe there is a connection in the AC line under the driveway from what we can tell by measuring).

However, we just need everyone to understand that the remove/replace the driveway in this instance will not be subsidiary to the pipe removal/replacement because we have a finite amount in our bid that is includede in our WL pricing and this is a change to the plan. The driveway will be replaced per bid item 0530-604. We will then credit the subsidiary trench/driveway/sidewalk per LF of pipe in our estimate amount via a deductive change order ($8.00 LF).

Let me know if you have any questions.

Thanks

Paul T. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600
512-342-0600 fax
512-658-3986 cell
paul@denucciconstructors.com
www.denucciconstructors.com

> -------- Original Message --------
> Subject: FW: 3866 Forest North Ph. III RFI #9
> From: Kristen Van Hoosier <KVanHoosier@cobbfendley.com>
> Date: Mon, July 20, 2020 1:24 pm
> To: Aaron DeNucci <aarond@denucciconstructors.com>, "paul@denucciconstructors.com" <paul@denucciconstructors.com>
> Cc: "Eddie R. Church" <erchurch@HNTB.com>, "nrojas@denucciconstructors.com" <nrojas@denucciconstructors.com>, Tracy Cooper <tcooper@HNTB.com>, Lowell Choate <lchoate@HNTB.com>, 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>, James Klotz <jklotz@HNTB.com>, "Hodges, Jeffrey" <Jeffrey.Hodges@austintexas.gov>
>
> Paul/Aaron,
>
> I wanted to check with you to make sure the new callouts to address RFI #9 suffice with the work you foresee to make this connection happen, before I send this to AWU for approval; last time we had an error on the plans and had to reach out to the reviewer twice, so I want to make sure we have all bases covered before moving forward. I spoke with the AWU reviewer this morning and he agreed with the suggested solution, but wants to make sure that if the replacement of the 12" AC pipe with 12" DI pipe will disturb the concrete driveway, that we

must replace the waterline to outside of the driveway; ie. If the joint is in the middle of the driveway, then we need to replace up to the next joint past the driveway. If the connection were to fail in the future, then they would need to replace the driveway again – so this would be to avoid that situation.

Please let me know if you would like to discuss anything or if you have any questions/suggestions.

Thank you,

KRISTEN VAN HOOSIER, P.E.
Project Engineer

office 512.834.9798
direct 512.646.4326
mobile 832.657.9084

505 E. Huntland Drive, Suite 100 | Austin, TX 78752
cobbfendley.com | TBPE No. F-274 | TBPLS No. 10046701

CobbFendley

From: Kristen Van Hoosier
Sent: Monday, July 20, 2020 9:00 AM
To: Resendez, George <George.Resendez@austintexas.gov>
Cc: 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>; Hodges, Jeffrey <Jeffrey.Hodges@austintexas.gov>; Orta, Simon <Simon.Orta@austintexas.gov>; Tracy Cooper <tcooper@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Aaron DeNucci <aarond@denucciconstructors.com>; paul@denucciconstructors.com; Azari, Houman <Houman.Azari@austintexas.gov>; Julie Hastings <JHastings@cobbfendley.com>; Eddie R. Church <erchurch@HNTB.com>; rick.ramones@austintexas.gov; Odufuye, Adewale <Adewale.Odufuye@austintexas.gov>; Hope Newton <HNewton@cobbfendley.com>; Moore, Eva <Eva.Moore@austintexas.gov>; Lowell Choate <lchoate@HNTB.com>
Subject: RE: 3866 Forest North Ph. III RFI #9

Good morning George,

I wanted to follow up and see if you have had a chance to review the markups to address RFI #9 on the Forest North Ph 3 project. The situation and proposed solution are similar to what we discussed for RFI #6.

Please let me know if you have any questions or would like to discuss.

Thank you,

KRISTEN VAN HOOSIER, P.E.
Project Engineer

office 512.834.9798
direct 512.646.4326
mobile 832.657.9084

505 E. Huntland Drive, Suite 100 | Austin, TX 78752
cobbfendley.com | TBPE No. F-274 | TBPLS No. 10046701

CobbFendley

From: Kristen Van Hoosier
Sent: Wednesday, July 15, 2020 9:53 AM
To: Resendez, George <George.Resendez@austintexas.gov>
Cc: 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>; Hodges, Jeffrey <Jeffrey.Hodges@austintexas.gov>; Orta, Simon <Simon.Orta@austintexas.gov>; Tracy Cooper <tcooper@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Aaron DeNucci <aarond@denucciconstructors.com>; paul@denucciconstructors.com; Azari, Houman <Houman.Azari@austintexas.gov>; Julie Hastings <JHastings@cobbfendley.com>; Eddie R. Church <erchurch@HNTB.com>; rick.ramones@austintexas.gov; Odufuye, Adewale <Adewale.Odufuye@austintexas.gov>; Hope Newton <HNewton@cobbfendley.com>; Moore, Eva <Eva.Moore@austintexas.gov>; Lowell Choate <lchoate@HNTB.com>
Subject: FW: 3866 Forest North Ph. III RFI #9

Good morning George,

We received RFI #9 on the Forest North Phase 3 project. This is similar to RFI #6. For this RFI (see attached for description and picture), the Contractor is unable to connect to the existing 12”x6” tee at Broadmeade Avenue and Wisterwood Street due to the type of tee that was installed (bell end AC). We are proposing to replace a segment of 12” AC pipe with restrained 12” DI pipe, install a new 12”x8” tee, and connect the new Wisterwood WL to this tee. I have marked up the original plan sheet (sheet C-104-CF attached) to show the work involved with this suggestion. Do you agree with the recommended solution or have any comments? Also, would this require a plan revision now, or could this be handled during our preparation of record drawings?

Please let me know if you would like to discuss, or if you need additional information.

Thank you,

KRISTEN VAN HOOSIER, P.E.
Project Engineer

office 512.834.9798
direct 512.646.4326
mobile 832.657.9084

505 E. Huntland Drive, Suite 100 | Austin, TX 78752
cobbfendley.com | TBPE No. F-274 | TBPLS No. 10046701

CobbFendley

From: Eddie R. Church <erchurch@HNTB.com>
Sent: Monday, July 13, 2020 4:37 PM
To: Kristen Van Hoosier <KVanHoosier@cobbfendley.com>
Cc: 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>; Hope Newton <HNewton@Cobbfendley.com>; Julie Hastings <JHastings@cobbfendley.com>; Tracy Cooper <tcooper@HNTB.com>; Clayton Weber <cweber@HNTB.com>; Lowell Choate <lchoate@HNTB.com>; rick.ramones@austintexas.gov; Hodges

Jeffrey <Jeffrey.Hodges@austintexas.gov>; Orta, Simon <Simon.Orta@austintexas.gov>; Azari, Houman <Houman.Azari@austintexas.gov>; Odufuye Adewale <Adewale.Odufuye@austintexas.gov>
Subject: FW: 3866 Forest North Ph. III RFI #9

Kristen,

Please see the attached RFI #9 that is similar to the previously answered RFI #6. This has already been discussed in the field with Rick Ramones of the COA. He is the new water line inspector for the City on this project. Please add him to the list of COA people to be included on correspondences. I have also attached the current RFI log. Please contact me or Tracy Cooper, if you have any questions.

Thank you,

Eddie R. Church, PE
Project Manager
Tel (512) 527-6723 **Mobile** (512) 297-0524 **Email** erchurch@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd., Ste. 100 | Round Rock, TX 78664 | hntb.com

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

Twitter | LinkedIn | Facebook | Instagram

From: aarond@denucciconstructors.com <aarond@denucciconstructors.com>
Sent: Monday, July 13, 2020 3:14 PM
To: Eddie R. Church <erchurch@HNTB.com>
Cc: 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>; Tracy Cooper <tcooper@HNTB.com>
Subject: RE: 3866 Forest North Ph. III RFI #9

All - attached is the picture of reference in RFI #9. Apologies, tech difficulties with computer.

Aaron J. DeNucci
DeNucci Constructors LLC
8310-1 Cap. TX Hwy N. Ste 275
Austin, TX 78731
512-335-0600
512-342-0600 fax
515-865-8127 cell
aarond@denucciconstructors.com
www.denucciconstructors.com

--------- Original Message ---------
Subject: RE: 3866 Forest North Ph. III RFI #9
From: "Eddie R. Church" <erchurch@HNTB.com>
Date: 7/13/20 12:55 pm
To: "aarond@denucciconstructors.com"
<aarond@denucciconstructors.com>
Cc: "34275_RB_ForestNorthDrainage"
<34275_RB_ForestNorthDrainage@HNTB.com>, "Tracy Cooper"
<tcooper@HNTB.com>

Aaron,

No picture was attached for your revised RFI #9. Please send.

Thank you,

Eddie R. Church, PE
Project Manager
Tel (512) 527-6723 **Mobile** (512) 297-0524 **Email** erchurch@hntb.com

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101 E. Old Settlers Blvd., Ste. 100 | Round Rock, TX 78664 | hntb.com

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Twitter | LinkedIn | Facebook | Instagram

From: aarond@denucciconstructors.com
<aarond@denucciconstructors.com>
Sent: Monday, July 13, 2020 8:06 AM
To: Tracy Cooper <tcooper@HNTB.com>; paul@denucciconstructors.com; nrojas@denucciconstructors.com; Dawn Haggard <dhaggard@HNTB.com>; joshw@denucciconstructors.com; 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>; Eddie R. Church <erchurch@HNTB.com>; James Klotz <jklotz@HNTB.com>; Lowell Choate <lchoate@HNTB.com>
Subject: RE: 3866 Forest North Ph. III RFI #9

Cooper - Please see attached revised RFI 9 on Broadmeade & Wisterwood A.C. Tee. I attached a picture as well (POV standing on Broadmeade facing West). This is a very similar situation to what we just encountered at Broadmeade and Braes Valley.

Eddie - If you could please add this RFI 9 to your RFI log and send me that updated version over email that would be great. (I never received the updated RFI log with the 3 recent RFIs) Looks like RFI 8 and 10 are requesting City of Austin's response which I will get an update from today.

Please respond to this RFI 9 with how you want us to proceed at this intersection.

Thanks,

Aaron

Aaron J. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600
512-342-0600 fax
515-865-8127 cell
aarond@denucciconstructors.com
www.denucciconstructors.com

-------- Original Message --------
Subject: RE: 3866 Forest North Ph. III RFI #9
From: Tracy Cooper <tcooper@HNTB.com>
Date: Wed, July 08, 2020 12:32 pm
To: "aarond@denucciconstructors.com" <aarond@denucciconstructors.com>, "paul@denucciconstructors.com" <paul@denucciconstructors.com>, "nrojas@denucciconstructors.com" <nrojas@denucciconstructors.com>, "Dawn Haggard" <dhaggard@HNTB.com>, "joshw@denucciconstructors.com" <joshw@denucciconstructors.com>, 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>, "Eddie R. Church" <erchurch@HNTB.com>, James Klotz <jklotz@HNTB.com>, Lowell Choate <lchoate@HNTB.com>

Aaron,

Just to summarize what we discussed yesterday and get it into the email logs.

Please change the name of this RFI excel file to match the issue. This will remain RFI #9 to keep order correct. Please add a little more detail, send pictures, and/or plan mark-ups that show the issue. Eddie can turn the pictures into pdf's and add to the final RFI.

We will set up meeting with COA and AWU as soon as the new inspector is on board to address extra potholing, additional services, and mis-located service lines with an additional RFI to follow, if needed. For now, keep track of all things you feel are extra with locations and dates.

In addition, please do not send the RFI's to anyone other than Denucci and HNTB personnel. We will finalize and send to the appropriate responder. Because there are cost implications with anything WL related, we want to make sure the RFI is clear, before sending to anyone at CobbFendley or the City.

Thank you,

Tracy Cooper
Field Representative
Tel (512) 691-2268
Cell (512) 608-7468 Email tcooper@hntb.com

HNTB CORPORATION
101 E. Old Settlers Blvd.; Round Rock, Texas 78664

100+ YEARS OF INFRASTRUCTURE SOLUTIONS

From: aarond@denucciconstructors.com <aarond@denucciconstructors.com>
Sent: Friday, July 3, 2020 9:49 AM
To: paul@denucciconstructors.com; nrojas@denucciconstructors.com; Dawn Haggard <dhaggard@HNTB.com>; joshw@denucciconstructors.com; 34275_RB_ForestNorthDrainage <34275_RB_ForestNorthDrainage@HNTB.com>; Tracy Cooper <tcooper@HNTB.com>; Eddie R. Church <erchurch@HNTB.com>; James Klotz <jklotz@HNTB.com>; Hodges Jeffrey <Jeffrey.Hodges@austintexas.gov>; Orta Simon <Simon.Orta@austintexas.gov>; Lowell Choate <lchoate@HNTB.com>; Odufuye Adewale <Adewale.Odufuye@austintexas.gov>
Subject: 3866 Forest North Ph. III RFI #9

All - Please see attached RFI #9.

Thank you, Happy 4th of July.

Aaron J. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731

512-335-0600
512-342-0600 fax
515-865-8127 cell
aarond@denucciconstructors.com
www.denucciconstructors.com

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Commissioners Court - Regular Session **52.**

Meeting Date: 01/12/2021

3866 Forest North Phase 3 Change Order No. 5

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order NO. 5 in the amount of $5,117.00 for Forest North Phase 3 (DeNucci Constructors), a Road Bond project in Commissioner Pct. 1. P: 225 Funding Source: Road Bond

Background

This Change Order adds two new items to pay the Contractor for wood fence gates. The plans call for removal of existing wood fence and installation of new wood fence but there are not pay items set up in the Contract for new wood fence gates. Items 701S-F (Pedestrian Gate) and 701S-G (Vehicular Gate) are added to pay for gate installation.

This Change Order also adds an item to cover the cost to relocate a copper water line on the private side of the water line service at 13013 Stillforest Street. This water line service is required to be moved due to a conflict with the installation of a storm sewer structure in Channel NC2-1. The original line was a copper line and the homeowner requested the relocated line to be the same material. The new pay item compensates the Contractor for the difference in price between the installation of a copper line and a PVC line.

This Change Order also corrects a unit price error in the Contract for 999-WC02. This adds only 2 dollars to the Contract. The County is paying the cost of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

3866 Forest North Ph 3 Change Order No 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 11:28 AM
Form Started By: Dawn Haggard		Started On: 01/06/2021 10:27 AM
Final Approval Date: 01/07/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Project:	*Forest North Phase 3*
Roadway:	*Drainage Improvements*
CSJ Number:	*3866*

1. CONTRACTOR: **DeNucci Constructors, LLC.**

2. Change Order Work Limits: Sta. **Various** to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **1A & 2E** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds two new items for wood fence gates that were not included in the original plans. Wood fence is shown to be removed and replaced but no items were established to replace wood fence gates encountered within the fence removal areas. **2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site condtions (unforeseeable).** This Change Order also adds an item to compensate the Contractor for the cost to relocate a copper water service line on the private side of the water line service at 13013 Stillforest Street. The existing copper water service line is required to be moved because it is in conflict with proposed storm sewer installation. The County is paying the cost of this Change Order.

6. Work to be performed in accordance with Items: **see attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change

THE CONTRACTOR Date 12/1/20

By Paul T. DeN

Typed/Printed Name PAUL T. DENUCCI

Typed/Printed Title MANAGER

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$5,117.00**

RECOMMENDED FOR EXECUTION:

Project Manager Date 1/6/21

N/A
Design Engineer Date

Program Manager Date 1/6/2021

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***5*** ***Project #*** ***st North Phase 3***

TABLE A: Force Account Work and Materials Placed into Stock DeNucci Constructors

	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
701S-F	WOOD FENCE PEDESTRIAN GATE, 4 FT X 6 FT	EA	$400.00	0.00	$0.00	4.00	4.00	$1,600.00	$1,600.00
701S-G	WOOD FENCE VEHICLE GATE, 10 FT X 6 FT	EA	$700.00	0.00	$0.00	2.00	2.00	$1,400.00	$1,400.00
999-WC03	RELOCATE COPPER WATER SERVICE LINE	LF	$45.00	0.00	$0.00	47.00	47.00	$2,115.00	$2,115.00
999-WC02	RESET INLET & GRADING AT 9615 MOORBERRY ST	LS	$5,017.92	1.00	$5,017.92	(1.00)	0.00	$0.00	($5,017.92)
999-WC02	RESET INLET & GRADING AT 9615 MOORBERRY ST	LS	$5,019.92	0.00	$0.00	1.00	1.00	$5,019.92	$5,019.92
TOTALS					$5,017.92			$10,134.92	$5,117.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J.
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

Forest North Drainage Phase 3
Williamson County Project No. 3866

Change Order No. 5

Reason for Change

This Change Order adds two new items to pay the Contractor for wood fence gates. The plans call for removal of existing wood fence and installation of new wood fence but there are not any pay items set up in the Contract for new wood fence gates. Items 701S-F (Pedestrian Gate) and 701S-G (Vehicular Gate) are added to pay for gate installation.

This Change Order adds an item to cover the cost to relocate a copper water line on the private side of the water line service at 13013 Stillforest Street. This water line service is required to be moved due to a conflict with the installation of a storm sewer structure in Channel NC2-1. The original line was a copper line and the homeowner requested the relocated line to be the same material. The new pay item compensates the Contractor for the difference in price between the installation of a copper line and a PVC line.

This Change Order also corrects a unit price error in the Contract for Item 999-WC02. This adds only 2 dollars to the Contract. The County is paying the cost of this Change Order.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
701S-F	WOOD FENCE, PEDESTRIAN GATE, 4 FT X 6 FT	4	EA
701S-G	WOOD FENCE, VEHICLE GATE, 10 FT X 6 FT	2	EA
999-WC03	RELOCATE COPPER WATER SERVICE LINE	47.00	LF

This Change Order results in a net increase of $5,117.00 to the Contract amount, for an adjusted Contract total of $4,855,602.52. The original Contract amount was $4,793,058.15. As a result of this and all Change Orders to-date, $62,544.37 has been added to the Contract, resulting in a 1.30% net increase in the overall Contract cost. No time will be added to the Contract for this Change Order.

HNTB Corporation

James Klotz, P.E.

Eddie R. Church

From: Aaron DeNucci <aarond@denucciconstructors.com>
Sent: Monday, October 12, 2020 7:41 AM
To: Tracy Cooper
Subject: Re: Gate Pricing Request

Got it, looks like your are correct. $400-$700 works for us on wood fence gates. Feel free to proceed with change order with this pricing.

Thank you,

AD

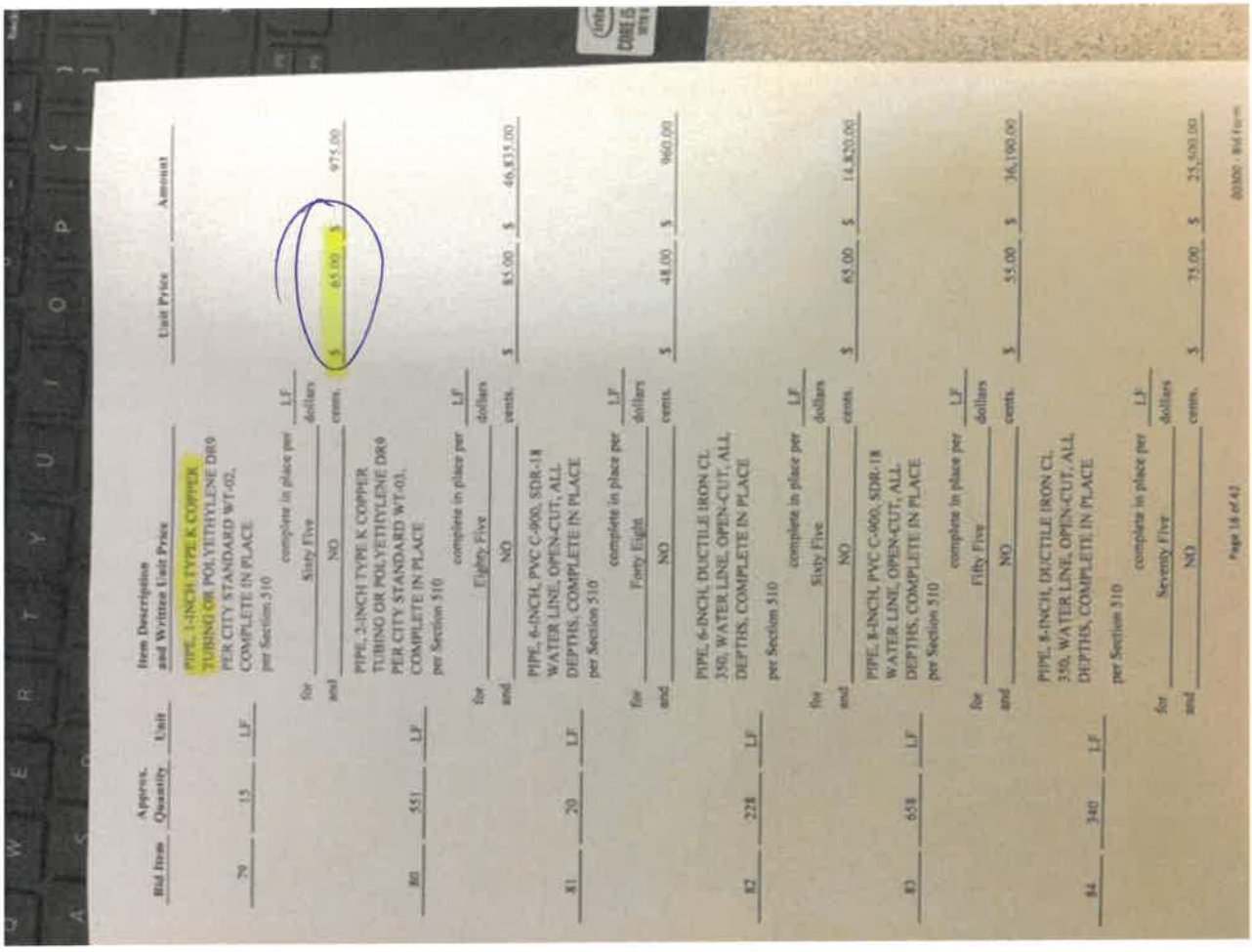
Aaron J. DeNucci
DeNucci Constructors LLC
8310-1 Cap TX Hwy N Ste 275
Austin, TX 78731
512-335-0600 office
515-865-8127 cell
aarond@denucciconstructors.com
www.denucciconstructors.com

> On Oct 9, 2020, at 09:11, Tracy Cooper <tcooper@hntb.com> wrote:
>
> Aaron,
>
> Had a chance to look back in the Phase I plans and unfortunately I don't think this item fits the fence work for the Phase III project. The item in Phase I was for a large specialty steel gate down in a creek and the gates needed for Phase III are for pedestrian and possible vehicular wood fence gates. If pricing quote is a little closer to the $350 to $400 range for the pedestrian gates and $600-700 range for the vehicular gates then I think we can probably get by without a complete breakdown of the pricing.
>
> Thank you,
>
> Tracy Cooper
> Field Representative
> Tel (512) 691-2268
> Cell (512) 608-7468 Email tcooper@hntb.com
>
> HNTB CORPORATION
> 101 E. Old Settlers Blvd.; Round Rock, Texas 78664 ■ 100+ YEARS OF
> INFRASTRUCTURE SOLUTIONS
>
>
>
> -----Original Message-----
> From: Aaron DeNucci <aarond@denucciconstructors.com>
> Sent: Monday, October 5, 2020 8:51 AM
> To: Tracy Cooper <tcooper@HNTB.com>

> Subject: Gate Pricing Request
>
> Cooper,
>
> Our gate pricing is $1200.00 per gate. The same as PH I line item.
>
> Let me know if you have any questions as you submit the change order. Thanks.
>
> Aaron J. DeNucci
> DeNucci Constructors LLC
> 8310-1 Cap TX Hwy N Ste 275
> Austin, TX 78731
> 512-335-0600 office
> 515-865-8127 cell
> aarond@denucciconstructors.com
> www.denucciconstructors.com
>
> This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to whom they are addressed. If you are NOT the intended recipient and receive this communication, please delete this message and any attachments. Thank you.

Tracy Cooper

From: Tracy Cooper
Sent: Tuesday, October 20, 2020 11:05 AM
To: Tracy Cooper
Subject: Ba



Bid Item	Approx. Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
79	15	LF	PIPE, 1-INCH TYPE K COPPER TUBING OR POLYETHYLENE DR9 PER CITY STANDARD WT-02, COMPLETE IN PLACE per Section 510 complete in place per LF for Sixty Five dollars and NO cents.	$ 65.00	$ 975.00
80	551	LF	PIPE, 2-INCH TYPE K COPPER TUBING OR POLYETHYLENE DR9 PER CITY STANDARD WT-03, COMPLETE IN PLACE per Section 510 complete in place per LF for Eighty Five dollars and NO cents.	$ 85.00	$ 46,835.00
81	20	LF	PIPE, 6-INCH, PVC C-900, SDR-18 WATER LINE, OPEN-CUT, ALL DEPTHS, COMPLETE IN PLACE per Section 510 complete in place per LF for Forty Eight dollars and NO cents.	$ 48.00	$ 960.00
82	228	LF	PIPE, 6-INCH, DUCTILE IRON CL 350, WATER LINE, OPEN-CUT, ALL DEPTHS, COMPLETE IN PLACE per Section 510 complete in place per LF for Sixty Five dollars and NO cents.	$ 65.00	$ 14,820.00
83	658	LF	PIPE, 8-INCH, PVC C-900, SDR-18 WATER LINE, OPEN-CUT, ALL DEPTHS, COMPLETE IN PLACE per Section 510 complete in place per LF for Fifty Five dollars and NO cents.	$ 55.00	$ 36,190.00
84	340	LF	PIPE, 8-INCH, DUCTILE IRON CL 350, WATER LINE, OPEN-CUT, ALL DEPTHS, COMPLETE IN PLACE per Section 510 complete in place per LF for Seventy Five dollars and NO cents.	$ 75.00	$ 25,500.00

Page 18 of 43 — 00300 - Bid Form

Sent from my iPhone

COPPER LINE INSTALL PRICING FOR SIMILAR PROJECT = $65/LF

PRICE CONTRACTOR QUOTES HE HAS IN EXISTING ITEM FOR PVC = $20/LF

DIFFERENCE PAID THRU THIS C.O. $45/LF

TLC

ITEM CODE	ITEM DESCRIPTION	ITEM UNIT	STATEWIDE 3M COUNT	STATEWIDE 3M QUANTITY	STATEWIDE 3M AVG	STATEWIDE 12M COUNT	STATEWIDE 12M QUANTITY	STATEWIDE 12M AVG
70496002	WATER MAIN PIPE (PVC) (2IN)	LF	2	7,035.00	$15.54	2	7,035.00	$15.54

1" PVC CONTRACTOR QUOTE OF $20/LF BUILT IN TO EXISTING ITEM IS MORE THAN AVERAGE FOR 2" PVC. FAIR AND REASONABLE BASED ON THIS.

TLO

Commissioners Court - Regular Session **53.**

Meeting Date: 01/12/2021

T1746 Southeast Bypass Demolition Phase 1 Change Order No.1

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No.1 in the amount of $0.00 regarding Southeast Loop Demolition Phase 1 (HCS, Inc. General Contractor), a Road Bond project in Commissioner Pct. 4. P: 463 Funding Source: Road Bond

Background

This Change Order amends the language in Section 3 of the Services Contract. Due to unknown variables in the work, this project was bid to be per the unit prices shown in the Bid Tabs. The current language in Section 3 incorrectly references payment as lump sum. The following changes correct any ambiguities and clarify the payment of each work item to be per unit price.

"The unit price cost of this Contract shall not exceed $125,808.07, unless amended by a change order and approved by the Williamson County Commissioners Court. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor received an invoice for 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."

This Change Order also revises the unit price and quantity in the Contract for Item 506-6022. These revisions do not change the Contract value. The original Contract cost is $125,808.07. To date, no changes have been made to the original contract amount and no time has been added.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T1746 Southeast Loop Demolition Phase 1 CO No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 11:29 AM
Form Started By: Dawn Haggard		Started On: 01/06/2021 04:41 PM
Final Approval Date: 01/07/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **HCS, Inc. Commercial General Contractor**

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **4D** (3 Max. - In order of importance - Primary first)

Project:	***T1746 Southeast Loop Ph1 Demolition Project***
Roadway:	
CSJ Number:	

5. Describe the work being revised:

4D: Third Party Accommodation. Other. This Change Order amends the language in Section 3 of the Services Contract, within the "Consideration and Compensation" paragraph. This Change Order also revises the unit price and quantity in the Contract for Item 506 6022. These revisions do not change the Contract amount.

6. Work to be performed in accordance with Items: **see attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☑ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 1/4/21

By _____

Typed/Printed Name Steven Locow

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($0.00)**

RECOMMENDED FOR EXECUTION:

_____ 1/6/21
Project Manager Date

N/A
Design Engineer Date

_____ 1/6/2021
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # SE Loop Phase 1 Demo***

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
506 6022	CONSTRUCTION EXITS (INSTALL) (TY 3) PER DETAIL		SY	$425.00	23.7037	$10,074.07	(23.7037)	0.0000	$0.00	($10,074.07)
506 6022	CONSTRUCTION EXITS (INSTALL) (TY 3) PER DETAIL		SY	$143.92	0.00	$0.00	69.9977	69.9977	$10,074.07	$10,074.07
	TOTALS					$10,074.07			$10,074.07	($0.00)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Southeast Loop Phase 1 Demolition
Williamson County Project No. T1746

Change Order No. 1

Reason for Change

This Change Order amends the language in Section 3 of the Services Contract. Due to unknown variables in the work, this project was bid to be per the unit prices shown in the Bid Tab. The current language in Section 3 incorrectly references payment as lump sum. The following changes correct any ambiguities and clarify the payment of each work item to be per unit price.

Consideration and Compensation: HCS, Inc. Commercial General Contractor will be compensated based on completion of the following unit prices:

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	001 WC	DEMOLITION (STRUCTURES, SLAB, DRIVEWAY, DEBRIS)	4	EA	$ 17,250.00	$ 69,000.00
2	002 WC	DEMOLITION (POOL, APRON, PUMP)	1	EA	$ 12,000.00	$ 12,000.00
3	003 WC	REMOVE WOODEN FENCING (6')	290	LF	$ 5.00	$ 1,450.00
4	004 WC	INSTALL WOODEN FENCING (6') PER DETAIL	232	LF	$ 12.00	$ 2,784.00
5	005 WC	GATE (REMOVE)	4	EA	$ 500.00	$ 2,000.00
6	006 WC	INSTALL WOODEN GATE (16' - DOUBLE GATE) PER DETAIL	2	EA	$ 1,500.00	$ 3,000.00
7	161 WC001	COMPOST MANUFACTURED TOP SOIL (4") PER SPEC	750	SY	$ 9.00	$ 6,750.00
8	164 WC05	SEEDING FOR EROSION CONTROL PER SPEC	750	SY	$ 3.00	$ 2,250.00
9	400 6010	STRUCT EXCAV (BACKFILL POOL) PER SPEC	60	CY	$ 25.00	$ 1,500.00
10	506 6022	CONSTRUCTION EXITS (INSTALL) (TY 3) PER DETAIL	23.7037	SY	$ 425.00	$ 10,074.07
11	999-WC01	FORCE ACCOUNT - MISC	15,000	DOL	$ 1.00	$ 15,000.00
12	506-6022	CONSTRUCTION EXITS (INSTALL) (TY 3) PER DETAIL	-23.7037	SY	$ 425.00	$ (10,074.07)
13	506-6022	CONSTRUCTION EXITS (INSTALL) (TY 3) PER DETAIL	69.9977	SY	$ 143.92	$ 10,074.07
					TOTAL AMOUNT OF BID	$ 125,808.07

The unit price cost of this Contract Shall not exceed $125,808.07, unless amended by a change order and approved by the Williamson County Commissioners' Court. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

This Change Order also revises the unit price and quantity in the Contract for Item 506-6022. These revisions do not change the Contract value. The original Contract cost is $125,808.07. To date no changes have been made to the original contract amount and no time has been added.

HNTB Corporation

Lowell Choate, P.E.

Commissioners Court - Regular Session **54.**

Meeting Date: 01/12/2021

T1873 Ronald Reagn at Silver Spur / Ronald Reagan at Sun City Small Site Notification

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 Small Construction Site Notice for Stormwater Discharges associated with Construction Activity under TPDES General Permit (TXR150000).

Background

Williamson County must sign a Small Construction Site Notice to obtain coverage under TPDES General Permit (TXR150000), as requested by the Texas Commission on Environmental Quality (TCEQ) before commencing site disturbing activities on any construction project that will disturb more than one (1) acre and less than five (5) acres of land. The Small Construction Site Notice will be posted on-site by the Contractor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T1873 Ronald Reagan at Silver Spur-Ronald Reagan at Sun City Small Construction Site Notice

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 11:33 AM
Form Started By: Dawn Haggard		Started On: 01/07/2021 09:03 AM
Final Approval Date: 01/07/2021		

SMALL CONSTRUCTION SITE NOTICE

FOR THE
Texas Commission on Environmental Quality (TCEQ)
Stormwater Program

TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with **Part II.E.2.** of the TCEQ General Permit Number TXR150000 for discharges of stormwater runoff from small construction sites. Additional information regarding the TCEQ stormwater permit program may be found on the internet at:

http://www.tceq.state.tx.us/nav/permits/wq_construction.html

Operator Name:	Williamson County
Contact Name and Phone Number:	Dave Thomas – 512-568-6270 (cell)
Project Description: *Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized*	Ronald Reagan at Silver Spur Ronald Reagan at Sun City Intersection Improvements Estimate Begin Dates: Late 2020 Estimated Completion: Early 2021
Location of Stormwater Pollution Prevention Plan:	Posted onsite

For Small Construction Activities Authorized Under Part II.E.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I, Bill Gravell Jr., certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.E.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A stormwater pollution prevention plan has been developed and will be implemented prior to construction, according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature and Title_____Date _____

_____ *Date Notice Removed*

____*MS4 operator notified per Part II.F.3.*

Commissioners Court - Regular Session **55.**

Meeting Date: 01/12/2021

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 a Claim for Housing Supplement and a Claim for Fixed Move on the SE Loop Project (Parcel 17). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Housing Supplement Claim

Fixed Move Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 09:04 AM

Form Started By: Charlie Crossfield Started On: 01/07/2021 08:27 AM

Final Approval Date: 01/07/2021

CLAIM FOR PAYMENT OF

☐ **Down Payment** ☒ **Housing Supplement**

Print or Type All Information - Read Rules on Reverse Side

1. Name of Claimant(s):
Christopher Fetters and Kathleen Fetters

Parcel No.: 17 | County: Williamson

Project: A-1 SE Loop

2. Property Acquired by Williamson County
By: ☒ Negotiation ☐ Condemnation
Address:
104 Dana Drive
Hutto, Texas 78643

Apt. No.: Site No.:

3. Replacement Housing Address:
308 Wind Hollow Drive
Georgetown, Texas 78633

Apt. No.: Site No.:

4. Occupancy of County-Acquired Property
From (Date): 01-2001
To (Date of Move): 11-14-2020
☒ Owner-Occupant ☐ Tenant
☒ House ☐ Apartment
☐ Mobile Home ☐ Sleeping Room

5. Replacement Housing Data
a. Date of Physical Occupancy of Replacement Housing: 11-14-2020
b. Filing Date of Instrument of Conveyance: 11-06-2020
c. Purchase Price of Replacement Dwelling: $260,000.00

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiations	04	20	2020
b. Date Property Acquired	08	01	2020
c. Date Required to Move	12	31	2020

7. Type and Amount of Claim:
a. Housing Supplement: $1,290.00
b. Down Payment: $

8. Payment of this claim in the amount shown in Block 7 is requested. I certify that this move was made as a result of the acquisition of property for highway purposes. The information submitted herewith is true and correct and that the dwelling I now occupy meets the standards for decent, safe and sanitary housing to the best of my knowledge and belief.

12·21·2020
Date of Claim

Claimant

Kathleen Anne Fetters
Claimant

Spaces Below to be Completed by Williamson County

Show computations necessitated by previous payments or awards in condemnation on reverse side

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.

11-24-2020
Date of Inspection

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 as follows:

Amount of $ 1,290.00

Date: 12-28-2020

By: _____
Relocation Agent

Date: _____

By: _____
Williamson County Judge

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Christopher Fetters and Kathleen Fetters	Parcel No.: 17	County: Williamson
		Project: Corridor A-1 SE Loop

Address:
308 Wind Hollow Drive
Georgetown, Texas 78643

Apt No.: Site No.:

Number of Displaced Persons in Family: 3 Purchase Price or Monthly Rent: $ 260,000

Replacement Dwelling

House ☒ Duplex ☐ Apartment ☐ Sleeping Room ☐

Mobile Home: Width: Length:	Other:	
Floor Space: 1400 sq. ft.	No. Rooms: 6	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 dwelling at the address above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

11-24-2020
Date of Inspection

Inspected By - Signature

SUPPLEMENTAL PAYMENT ESTIMATE - REPLACEMENT HOUSING

Print or Type All Information

Displacee's Name: Christopher Fetters and wife Kathleen Fetters	Project: S.E. Loop Hutto
	Parcel No.: 17 / Highway No.: S.E. Loop
	Unit or Bldg. No.: N/A
	First Offer in Negotiations (Date): 04-20-2020
	Occupancy Since (Date): 2001 / County: Williamson

Type Supplement:
- ☒ Normal
- ☐ Revised
- ☐ Last Resort
- ☒ 180-day Owner
- ☐ 90-day Occupant
- ☐ Late Occupants

Property From Which Displaced:
- ☒ Single Family Home
- ☐ Apartment
- ☐ Mobile Home
- ☐ Duplex
- ☐ Mobile Home Site
- ☐ Other:

☐ Utilities in Subject Rent ☐ Utilities Not in Subject Rent

Monthly Gross Income:
$ X 30% = $ N/A

Replacement Property Data

* Denotes Selected Replacement Property

Property No.	Total Rooms	No. Bdr.	Apprx. Sq. Ft.	Age	Quality	Cond.	Yd. Imp.	Index	Probable Sales Price	Rental Cost
*RO-17-01	6	3	1462	8	16	3	3	30	$214,000	
RO-17-02	6	3	1305	7	14	3	3	27	$205,000	
RO-17-04	6	3	1418	7	15	3	3	28	$208,000	
Subject	6	3	1290	6	14	3	3	26		

Replacement Housing Supplement

Replacement Cost $214,000.00

Adjusted Subject Value ~~$199,500.00~~ 212,710.00

Supplement ~~$14,500.00~~ 1,290.00

Rent Supplement

Actual Rent	Fair Market Rent	Gross Income	Replacement Cost Supplement
$	$	$	$
x 42	x 42	x 42	x 42
$N/A	$N/A	$N/A	$N/A
			Supplement = $N/A

Total number of displaced persons: 3.

List name, age, gender and relationship of household occupants other than displacee(s) named on page 1.

Name of Household Occupant(s):	Age:	Gender:	Relationship to Displacee:
Regan Jones	21	Female	Daughter

Remarks: (Use extra page if necessary)

The subject property parcel 17 is located at 104 Dana Drive, Hutto Texas 78634. The property has a house with 1290 sq.ft. on a lot size of 7841square feet. The home has brick veneer and frame type of construction and on slab foundation. It consists of 3 bedrooms and 2 baths, kitchen, living room, dining room and utility room, and 2 car attached garage. Interior is comprised of tile and painted concrete flooring and carpet. The exterior includes covered patio and a storage shed that is 12' X 20' on a slab and with power; the property is enclosed with a wood fence. Home was built in 2001. Total appraised value of the subject is $210,000.00.

Since the subject contains a storage building, that is not being replaced with the comparable we have carved that amount out of the subject value and established adjusted subject value, as follows:

Breakdown of Adjustment	
Total Appraised Value	$210,000
Value of Storage Building	$10,500 (value determined in appraisal report, pg. 43)
Adjusted Subject Value	$199,500

223,210.00
(10,500)
212,710.00

*Comparable property RO-17-01is located at 140 Leon River Loop, Hutto Texas 78634. This property consists of a 1462 sq.ft. home with 3 bedrooms, 2 baths, kitchen, living room, dining room and utility room, and a 2 car attached garage. Kitchen features freestanding range, Interior features include ceiling fans, tile floors. Exterior features include wood fenced yard. The home was built in 2014 and is on a 7500 sq.ft. lot. This home is located 1.8 miles from the subject. This home is in the Hutto school district.

Comparable property RO-17-02 is located at 210 Pentire Way, Hutto, Texas 78634. This property consists of a 1305 sq.ft. home with 3 bedrooms, 2 baths, kitchen, living room, dining room and utility room, and 2 attached garage. Kitchen features freestanding range, Interior features include ceiling fans, tile floors. Exterior features include wood fenced yard, large concrete patio. The home was built in 2009 year and is on a 5924 sq.ft. lot. This home is located 1.5 miles from the subject. This home is in the Hutto school district.

Comparable property RO-17-04 is located at 314 Brown St, Hutto, Texas 78634. This property consists of a 1418 sq.ft. home with 3 bedrooms, 2 baths, kitchen, living room, dining room and utility room, and 2 car attached garage.
Kitchen features freestanding range, Interior features include ceiling fans, tile floors. Exterior features include wood fenced yard, covered patio. The home was built in 2007 year and is on a 7797 sq.ft. lot. This home is located 6.3 miles from the subject. This home is in the Hutto school district. This home was not chosen because of distance from subject.

All the comparable properties are functionally equivalent to the subject property and DS&S; however, comparable property RO-17-01 is the most comparable because of its similarity to the displacement property, number of rooms, this comparable is approximately 172 sq. ft. larger that the subject. Our research found six, 3 bedroom 2 bath comparable properties with square footages ranging from 1266 - 1722 and prices ranging from $208,000 to $225,000 and located between 1.4 – 6.5 miles from the subject. Several were not chosen due to being too far in distance from the subject property, square footage differences, total number of rooms, number of bedrooms or being sale pending.

Comparable replacement property data is based on the Residential Comparison Index as per ROW Volume 3 Relocation Assistance Manual page 21-5 and 21-6.

The supplemental payment(s) on page 1 have been determined by me and are to be used in connection with a federal-aid highway project. The replacement housing used for these supplement computations are certified to be fair housing open to all persons regardless of race, color, religion, age, sex, national origin or handicap and consistent with the requirements of Title VIII of the Civil Rights Act of 1968. I have no direct nor indirect, present or contemplated interest in this transaction nor will I derive any benefit from the supplemental payment.

Prepared by:

(signature) 4-21-2020 Date

Danny Jackson
(print name)
Right of Way Agent

Approval by:

Lisa Dworaczyk
(signature) 4/21/2020 Date

Lisa Dworaczyk
(print name)
Lisa Dworaczyk
Project Manager

Austin Title Company

113 W. 9th Street, Georgetown, TX 78626
Phone: (512)591-2900 | Fax: (512)334-1857

MASTER STATEMENT

Settlement Date: November 6, 2020
Disbursement Date: November 6, 2020
Borrower: Christopher Michael Fetters

Escrow Number: AUT20015783
Escrow Officer: Emily Morris

Seller: Jimmy Farrow
105 Split Rein Dr
Georgetown, TX 78626

Property: 308 Wind Hollow Dr
Georgetown, TX 78633
Lot(s): 10, Block: F, WOODLAKE Phase: 4 Parcel ID(s): S8590

Lender: Capfi Lending, LLC
3019 Palominos Pass
Cedar Park, TX 78641
Loan Number: 2020091800

SELLER			BORROWER	
$ DEBITS	$ CREDITS		$ DEBITS	$ CREDITS
		FINANCIAL CONSIDERATION		
	260,000.00	Sale Price of Property	260,000.00	
		Deposit or earnest money		2,600.00
		Loan Amount		130,000.00
500.00		Seller Credit		500.00
		PRORATIONS/ADJUSTMENTS		
	45.90	HOA Prorations / Credit Seller Annually at $300.00 11/06/20-12/31/20	45.90	
	379.37	County Taxes at $2,479.45 11/06/20-01/01/21	379.37	
150.00		Option Fee		150.00
		COMMISSIONS		
6,500.00		Listing Agent Commission to Compass RE Texas, LLC $260,000.00 @ 2.5000% = $6,500.00 - Compass RE Texas, LLC		
7,800.00		Selling Agent Commission to Real Agent LLC $260,000.00 @ 3.0000% = $7,800.00 - Real Agent LLC		
		NEW LOAN CHARGES - Capfi Lending, LLC **Total Loan Charges: $2,257.73**		
		Admin Fee to Capfi Lending, LLC	795.00	
			500.00	
		Credit Report to Capfi Lending, LLC	41.00	
		Prepaid Interest to Capfi Lending, LLC $11.13 per day from 11/06/20 to 12/01/20 Capfi Lending, LLC	278.25	
		Homeowner's Insurance to Capfi Lending, LLC 3.000 Months at $115.11 per Month	345.33	
		Property Taxes to Capfi Lending, LLC 2.000 Months at $206.62 per Month	413.24	
		Aggregate Adjustment to Capfi Lending, LLC		115.09
		TITLE & ESCROW CHARGES		
		Title - eRecording Fee - FBO CSC e-Recording Services, Inc. to Austin Title Company	8.00	
425.00		Title - Escrow Fee to Austin Title Company	425.00	
		Title - Lender's Title Insurance to Austin Title Company	100.00	
		Not Yet Due and Payable Tax Amendment to Austin Title Company	5.00	
		Title - State of Texas Policy Guaranty Fee to Texas Title Insurance Guaranty Association	2.00	
		T-17 Planned Unit Development to Austin Title	25.00	

SELLER $ DEBITS	SELLER $ CREDITS		BORROWER $ DEBITS	BORROWER $ CREDITS
		TITLE & ESCROW CHARGES		
		Company		
		T-19 Restrictions, Encroachments, Minerals Endorsement (Residential Mtg) - 2014 to Austin Title Company	50.00	
		T-19.2 Minerals and Surface Damage Loan Policy Endorsement (Eff. 11/1/09) to Austin Title Company	0.00	
		T-30 Amendment of Tax Exception (T-30, T-3 or deletion) to Austin Title Company	20.00	
		T-36 Environmental Protection Lien Endorsement to Austin Title Company	25.00	
43.00		Title - Tax Cert to Texas Tax Company		
1,675.00		Title - Owner's Title Insurance to Austin Title Company		
2.00		Title - State of Texas Policy Guaranty Fee to Texas Title Insurance Guaranty Association		
		T-3 Amendment of Survey Exception for T-1R (T-3 or Deletion) to Austin Title Company	83.75	
		Policies to be issued: Owners Policy Coverage: $260,000.00 Premium: $1,675.00 Version: Texas Residential Owner Policy of Title Insurance One-To-Four Family Residences (T-1R) - 2014 Loan Policy Coverage: $130,000.00 Premium: $100.00 Version: Loan Policy of Title Insurance (T-2) - 2014		
		GOVERNMENT CHARGES		
		Recording Fees to Austin Title Company	122.00	
		HOA CHARGES		
100.00		HOA Transfer Fee to Preferred Association Management Company	100.00	
		MISCELLANEOUS CHARGES		
150.00		Doc Prep Fee to Shanks & Associates, P.C.	350.00	
		Homeowner's Insurance Premium to Allstate	1,381.33	
2,479.45		2020 Taxes Paid to Williamson CO Tax Office		
500.00		Home Warranty to Landmark Home Warranty		
		Realtor Credit		2,600.00
20,324.45	260,425.27	**Subtotals**	265,495.17	135,965.09
		Balance Due FROM Borrower		**129,530.08**
240,100.82		**Balance Due TO Seller**		
260,425.27	260,425.27	**TOTALS**	265,495.17	265,495.17

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Christopher Fetters and Kathleen Fetters	Parcel No.: 17		County: Williamson	
			Project: Corridor A-1 SE Loop	
	4. Occupancy of Property Acquired by County			
	From (Date): January 2001		To (Date of Move): 11-14-2020	
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	04	20	2020
2. Address of Property Acquired by County: 104 Dana Drive Hutto, Texas 78643	b. Date Property Acquired	08	01	2020
	c. Date Required to Move	12	31	2020
	6. Dwelling:(house, apartment, etc.) ☒ Owner-occupied ☐ Tenant ☐ Furnished ☒ Unfurnished			
Apt. No.:				
3. Address Moved To: 308 Wind Hollow Drive Georgetown, Texas 78633	(1) Number of Rooms: 9			
	(2) Payment Schedule Amount $ 2,050.00			
	(3) Total Amount of Claim: $ 2,050.00			
Apt. No.:				

7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.

11-24-2020
Date of Claim

Claimant

Kathleen anne Fetters
Claimant

Spaces Below to be Completed by County

8. Type occupancy and number of rooms verified prior to move on:

Date: 2-2-2020

By: _____
Signature

9. Vacancy verified on:

Date: 12-7-2020

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 as shown herein is correct.

This claim is recommended for payment. This claim is recommended for payment as follows:

Amount of $ 2,050.00

12-11-2020
Date

Relocation Agent

APPROVED

Date

Williamson County Judge

Breakdown of Room Count Claim

Print or Type All Information		
Room Description	**Number of Rooms in Unit**	**Number of Rooms in Claim**
Living Room	1	1
Dining Room	1	1
Kitchen	1	1
Family Room		
Bedroom	3	3
Study		
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage 2 car attached garage	1	1
Storage Room		
Attic		
Utility Room	1	1
Storage Building	1	1
Total	9	9

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

Signed _____

Moving Expense Schedules A & B					
A. UNFURNISHED UNITS - Occupant owns furniture.					
No. of Rooms	One	Two	Three	Four	Five
Amount	$600	$800	$1,000	$1,200	$1,400
No. of Rooms	Six	Seven	Eight	Each Additional Room	-
Amount	$1,600	$1,760	$1,900	$150	-
B. FURNISHED UNITS - Occupant does not own furniture.					
First Room			Each Additional Room		
$400			$50		

LR
Kit
Din Rm
3 Br
Utility Rm
Carpl
Storage Blds

9 Rooms
$2050

CERTIFICATION OF ELIGIBILITY

SE Loop, Hutto
Parcel: 17
Displacee: Christopher Fetters and Kathleen Fetters

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.

Claimant Date: 11-24-2020

Claimant Date: 11-24-2020

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:

Commissioners Court - Regular Session **56.**

Meeting Date: 01/12/2021

Advance Funding 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 Advance Funding Agreement Amendment #1 with TXDOT for development of frontage roads along SH 130 between Limmer Loop to Chris Kelly Blvd.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TXDOT AFA Amendment #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 09:05 AM

Form Started By: Charlie Crossfield Started On: 01/07/2021 08:31 AM

Final Approval Date: 01/07/2021

CSJ #0440-05-012
District # 14
Code Chart 64 #50246
Project: Feasibility Study SH 130 frontage roads from Limmer Lp. to Chris Kelly Blvd.

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and County of Williamson, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on 20th May of 2019 to effectuate their agreement to fund Traffic and Revenue Study towards project development of frontage roads along the SH 130 Element of the Central Texas Turnpike System (CTTS) between Limmer Loop to Chris Kelly Blvd. that will connect to the existing frontage roads; and,

WHEREAS, the Local Government has requested to add a break down impact analysis by quadrant including multiple scenarios analysis of the impact of building each corner; and

WHEREAS, it has become necessary to amend that contract.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Attachment A is deleted in its entirety and replaced by Attachment A-1, which is attached to and made a part of this Amendment #1. The total estimated cost of the Project is increased by $54,000, from $25,000 to $79,000.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ #0440-05-012
District # 14
Code Chart 64 #50246
Project: Feasibility Study SH 130 frontage roads from Limmer Lp. to Chris Kelly Blvd.

Each party is signing this amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

_____
Bill Gravell Jr.
Williamson County Judge

_____
Date

THE STATE OF TEXAS

_____
Tucker Ferguson, P.E.
District Engineer
Texas Department of Transportation

_____
Date

CSJ #0440-05-012
District # 14
Code Chart 64 #50246
Project: Feasibility Study SH 130 frontage roads from Limmer Lp. to Chris Kelly Blvd.

ATTACHMENT A-1

PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government shall contribute fixed amount of $79,000.00. The State will provide a report to the Local Government on Traffic & Revenue Study. The report will show revenue impacts of the SH 130 frontage roads from Limmer Loop to Chris Kelly Blvd. near City of Hutto to the CTTS which:

1. includes standard, static modeling to determine the likely range of impacts, but exclude the analysis under microsimulation,
2. includes a break down impact analysis by quadrant including multiple scenarios analysis of the impact of building each corner.

The Local Government paid $25,000 to the State on 6/14/2019. Not later than 30 (thirty) days after execution of this contract Amendment#1, the Local Government must pay the remaining $54,000 to the State. The State will be responsible for cost overruns.

If it is later determined by the State that the event microsimulation is necessary, the State will amend this agreement to accommodate the added work and additional associated costs.

Commissioners Court - Regular Session **57.**

Meeting Date: 01/12/2021

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (21.313 acres) required for the construction of SE Loop, and take appropriate action. (Hutto 117 Investors, LP, a Texas limited partnership)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 09:06 AM

Form Started By: Charlie Crossfield Started On: 01/07/2021 08:35 AM

Final Approval Date: 01/07/2021

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 21.313 acres (Parcel 23) described by metes and bounds in Exhibit "A" owned by **HUTTO 117 INVESTORS, LP, a Texas limited partnership** for the purpose of constructing, reconstructing, maintaining, and operating Corridor A-1 (Southeast Loop) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2021.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
6Parcel No.: 23
Tax ID: R20680
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

November 18, 2020

PROPERTY DESCRIPTION FOR PARCEL 23

DESCRIPTION OF A 21.313 ACRE (928,394 SQ. FT.) PARCEL OF LAND LOCATED IN THE J. KELSEY SURVEY, ABSTRACT 377, WILLIAMSON COUNTY, AND T.J. SMITH SURVEY, ABSTRACT 918, WILLIAMSON COUNTY, BEING A PORTION OF A CALLED 118.971 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO HUTTO 117 INVESTORS, LP, A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 26, 2019 IN DOCUMENT NO. 2019079796, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 21.313 ACRE (928,394 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "BUSBY 4967" found 518.79 feet right of Corridor A1 Engineer's Centerline Station (E.C.S.) 134+06.46 on the existing north right-of-way line of C.R. 138, a variable width right-of-way, recorded in Document No. 2009062923, O.P.R.W.C.TX., for the southeast corner of the remainder of a called 73.35 acre tract of land, described in a deed to Central Assembly of God, recorded in Document No. 2007040774, O.P.R.W.C.TX., same being the southwest corner of a called 1.377 acre tract of land, described in a deed to Manville Water Supply Corporation, recorded in Document No. 2006109103, O.P.R.W.C.TX.;

THENCE N 07°28'36" E, with the common line of said 1.377 acre tract and said remainder of a called 73.35 acre tract, a distance of 416.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,158,058.07, E=3,167,755.37) set 151.90 feet right of Corridor A1 E.C.S 136+02.62 on the proposed south right-of-way line of Corridor A1, for the most westerly southwest corner and **POINT OF BEGINNING** of the parcel described herein, said point being the end of a Control of Access (C.O.A.);

1) **THENCE** N 07°28'36" E, departing the proposed south right-of-way line of said Corridor A1, with the common line of called 118.971 acre tract and said remainder of a called 73.35 acre tract, a distance of 352.55 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 159.00 feet left of Corridor A1 E.C.S 137+68.84 on the proposed north right-of-way line of said Corridor A1, for the northwest corner of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap found, for the northeast corner of a called 49.950 acre tract of land, described in a deed to P4 Hutto Partners, LLC, recorded in Document No. 2019093769, O.P.R.W.C.TX. bears N 07°28'36" E, a distance of 2,209.45 feet;

THENCE departing the common line of called 118.971 acre tract and said remainder of a called 73.35 acre tract, with the proposed north right-of-way line of said Corridor A1, over and across called 118.971 acre tract, the following four (4) courses and distances numbered 2-5:

2) N 64°44'00" E, a distance of 577.83 feet to a calculated point** 205.47 feet left of Corridor A1 E.C.S 143+44.80, said point being the beginning of a curve to the right,

3) With said curve to the right, an arc distance of 680.72 feet, through a central angle 04°07'54", having a radius of 9,440.00 feet, and a chord that bears N 67°16'48" E, a distance of 680.57 feet to a calculated point** 230.00 feet left of Corridor A1 E.C.S 150+24.93,

4) N 69°20'45" E, a distance of 200.00 feet to a calculated point** 230.00 feet left of Corridor A1 E.C.S 152+24.93, said point being the beginning of a curve to the right, and

5) With said curve to the right, an arc distance of 514.22 feet, through a central angle 05°54'58", having a radius of 4,980.00 feet, and a chord that bears N 72°18'14" E, a distance of 513.99 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Corridor A1 E.C.S 157+15.41 on the common line of called 118.971 acre tract and of a called 307.5795 acre tract of land, described in a deed to William A. Rogers Jr., as the Trustee of the Tiffany Tankersley Wolfe 1997 Children's Trust, recorded in Document No. 2016098133, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, from which an 1/2-inch iron rod with a plastic cap found, for the northwest corner of said 307.5795 acre tract, bears N 07°34'48" E, a distance of 1,267.48 feet to a calculated point and N 07°56'38" E, a distance of 630.58 feet;

6) **THENCE** S 07°34'48" W, departing the proposed north right-of-way line of said Corridor A1, with the common line of called 118.971 acre tract and said 307.5795 acre tract, passing at a distance of 427.64 feet a 1/2-inch iron rod found, for the most westerly southwest corner of said 307.5795 acre tract, same being the northwest corner of a called 10.0 acre tract of land, described in a deed to Martin L. Johnson and Kathryn A. Johnson, husband and wife, recorded in Document No. 1993035363, O.P.R.W.C.TX., and continuing for a total distance of 504.57 feet to a calculated point** 232.71 feet right of Corridor A1 E.C.S 155+13.86 on the proposed south right-of-way line of said Corridor A1;

7) **THENCE** S 07°34'48" W, with the proposed south right-of-way line of said Corridor A1, a distance of 1,321.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 1,404.94 feet right of Corridor A1 E.C.S 148+74.58 on the existing north right-of-way line of said C.R. 138, a variable width right-of-way, no record information found, for the southeast corner of called 118.971 acre tract and the parcel described herein, from which a 5/8-inch iron rod with plastic camp found bears S 71°38'49" W, a distance of 13.66 feet;

8) **THENCE** N 81°31'52" W, departing the proposed south right-of-way line of said Corridor A1, with the existing north right-of-way line of said C.R. 138, a distance of 120.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 1,346.53 feet right of Corridor A1 E.C.S 147+69.73 on the proposed south right-of-way line of said Corridor A1, for the most southerly southwest corner of the parcel described herein;

THENCE departing the existing north right-of-way line of said C.R. 138, with the proposed south right-of-way line of said Corridor A1, over and across called 118.971 acre tract, the following six (6) courses and distances numbered 9-14:

9) N 07°34'48" E, a distance of 1,201.90 feet to a calculated point** 286.20 feet right of Corridor A1 E.C.S 153+45.61,

10) N 51°17'07" W, a distance of 118.93 feet to a calculated point** 185.00 feet right of Corridor A1 E.C.S 152+79.87, said point being the beginning of a curve to the left,

11) With said curve to the left, an arc distance of 52.80 feet, through a central angle 00°39'46", having a radius of 4,565.00 feet, and a chord that bears S 69°40'38" W, a distance of 52.80 feet to a calculated point** 185.00 feet right of Corridor A1 E.C.S 152+24.93,

12) S 69°20'45" W, a distance of 774.48 feet to a calculated point** 185.00 feet right of Corridor A1 E.C.S 144+50.45, said point being the beginning of a curve to the right, and

13) With said curve to the right, passing at an arc distance of 441.73 feet a calculated point 174.64 feet right of Corridor A1 E.C.S 140+08.28, for the beginning of a C.O.A., and continuing for a total arc distance of 540.31 feet, through a central angle 03°16'46", having a radius of 9,440.00 feet, and a chord that bears S 70°59'08" W, a distance of 540.24 feet to a calculated point** 169.54 feet right of Corridor A1 E.C.S 139+10.43, and

14) S 72°37'31" W, a distance of 308.32 feet to the **POINT OF BEGINNING**, and containing 21.313 acres (928,394 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

Access is prohibited across the Control of Access Line to the highway facility from the remainder of the abutting property.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

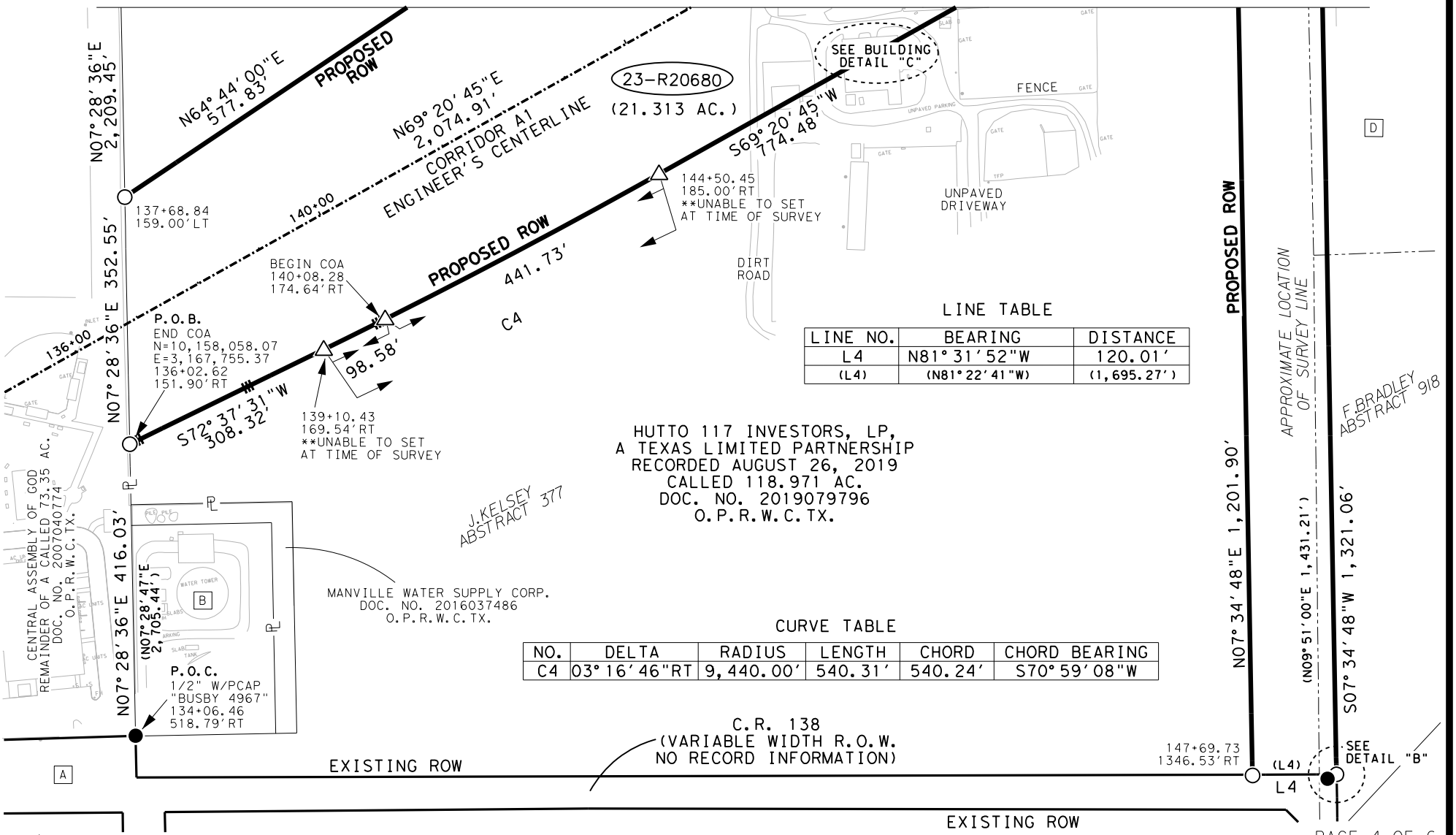
Scott C. Brashear 11/12/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"

MATCH SHEET 5 OUT OF 6



LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	N81° 31' 52"W	120.01'
(L4)	(N81° 22' 41"W)	(1,695.27')

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	03° 16' 46"RT	9,440.00'	540.31'	540.24'	S70° 59' 08"W

REF. FIELD NOTE NO. 47140

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\23\PLAT\01\P-23.dgn

				REMAINING	68.295 AC. LEFT
EXISTING	*120.091 AC.	ACQUIRE	21.313 AC.	REMAINING	30.483 AC. RIGHT

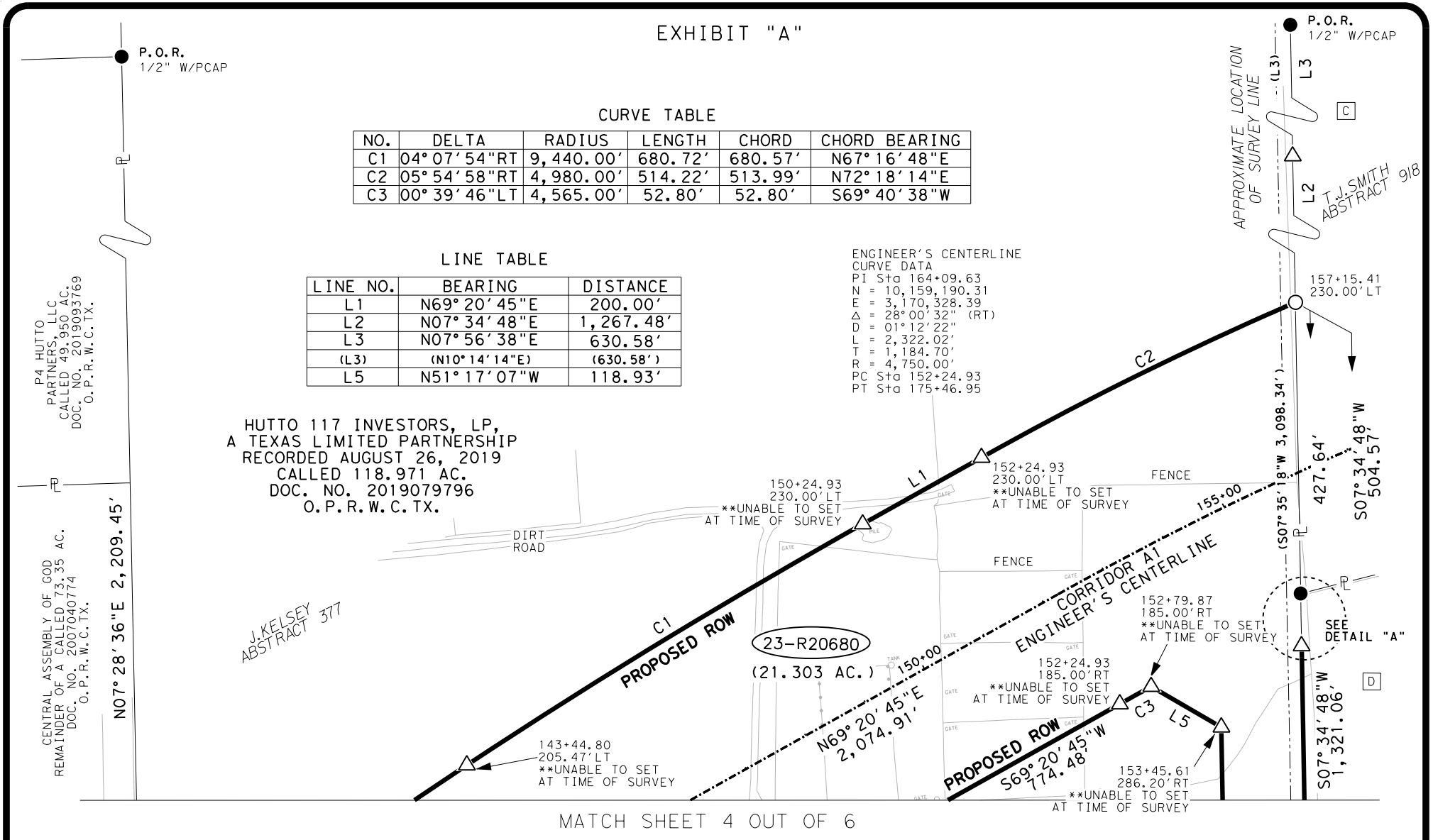
200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
HUTTO 117 INVESTORS, LP,
A TEXAS LIMITED PARTNERSHIP
PARCEL 23
TAX ID R20680
21.313 AC. (928,394 SQ. FT.)

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°07'54"RT	9,440.00'	680.72'	680.57'	N67°16'48"E
C2	05°54'58"RT	4,980.00'	514.22'	513.99'	N72°18'14"E
C3	00°39'46"LT	4,565.00'	52.80'	52.80'	S69°40'38"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N69°20'45"E	200.00'
L2	N07°34'48"E	1,267.48'
L3	N07°56'38"E	630.58'
(L3)	(N10°14'14"E)	(630.58')
L5	N51°17'07"W	118.93'

MATCH SHEET 4 OUT OF 6

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 47140

FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\23\PLAT\01\P-23_2.dgn

				REMAINING	68.295 AC. LEFT
EXISTING	*120.091 AC.	ACQUIRE	21.313 AC.	REMAINING	30.483 AC. RIGHT

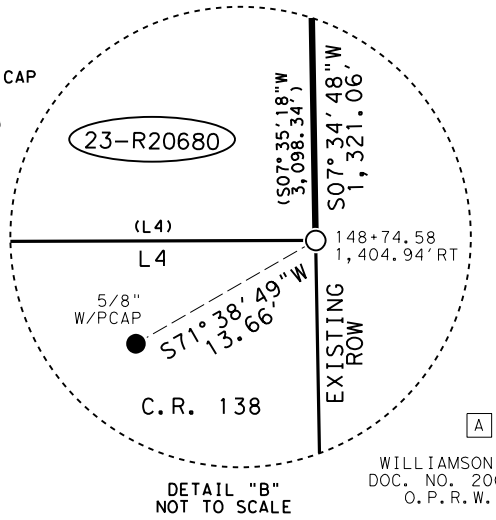
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
HUTTO 117 INVESTORS, LP,
A TEXAS LIMITED PARTNERSHIP
PARCEL 23
TAX ID R20680
21.313 AC. (928,394 SQ. FT.)

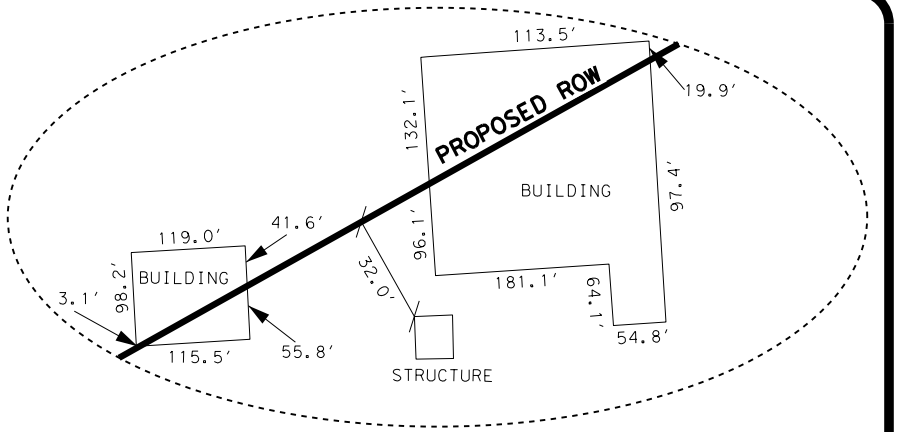
EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—∿—	DISTANCE NOT TO SCALE
——1——	DEED LINE (COMMON OWNERSHIP)



DETAIL "B"
NOT TO SCALE



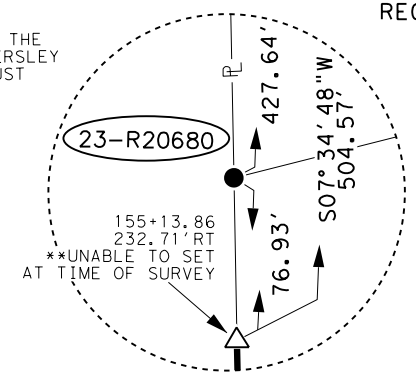
DETAIL "C"
NOT TO SCALE

[A] WILLIAMSON COUNTY
DOC. NO. 2009062923
O.P.R.W.C.TX.

[B] MANVILLE WATER SUPPLY CORP.
CALLED 1.377 AC.
DOC. NO. 2006109103
O.P.R.W.C.TX.

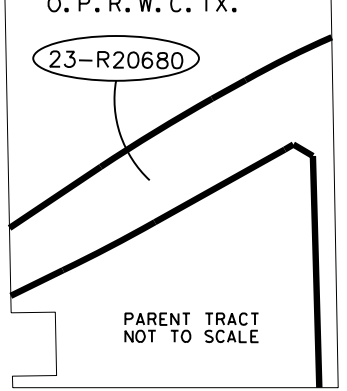
[C] WILLIAM A. ROGERS, JR., AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN'S TRUST
CALLED 307.5795 AC.
DOC. NO. 2016098133
O.P.R.W.C.TX.

[D] MARTIN L. JOHNSON AND KATHRYN A. JOHNSON, HUSBAND AND WIFE
CALLED 10.0 AC.
DOC. NO. 1993035363
O.P.R.W.C.TX.



DETAIL "A"
NOT TO SCALE

HUTTO 117 INVESTORS, LP,
A TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 26, 2019
CALLED 118.971 AC.
DOC. NO. 2019079796
O.P.R.W.C.TX.



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2006406, EFFECTIVE DATE FEBRUARY 5, 2020, AND ISSUED DATE FEBRUARY 18, 2020, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. CORRIDOR A1 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN DECEMBER, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear — 11/12/20

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 47140
FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\23\PLAT\01\P-23_2.dgn

				REMAINING	68.295 AC. LEFT
EXISTING	*120.091 AC.	ACQUIRE	21.313 AC.	REMAINING	30.483 AC. RIGHT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
HUTTO 117 INVESTORS, LP,
A TEXAS LIMITED PARTNERSHIP
PARCEL 23
TAX ID R20680
21.313 AC. (928,394 SQ. FT.)

Commissioners Court - Regular Session **58.**

Meeting Date: 01/12/2021

Real Estate 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 Richard and Carol Schmickrath for right of way needed on the Corridor C Project (Parcel 9). Funding Source: Road Bonds P459

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Schmickrath Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	01/07/2021 09:06 AM

Form Started By: Charlie Crossfield Started On: 01/07/2021 08:37 AM

Final Approval Date: 01/07/2021

REAL ESTATE CONTRACT
Corridor C—SH29 Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser" and sometimes as "the County"), 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 23.062 acres (1,004,568 Sq. Ft.) tract of land in the Woodruff Stubblefield Survey, Abstract No. 556 in Williamson County, Texas, being a portion of the remainder of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and Wife, Carol Jean Schmickrath, Recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas; said 23.062 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (Parcel 9);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of SIX HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED EIGHTY-FOUR and 00/100 Dollars ($662,284).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. Additional Work to be Performed by Purchaser. As additional consideration for this Right-of-Way (referred to as "ROW") purchase, and as an obligation and agreement which shall survive Closing, Purchaser agrees as follows:

2.04. Two driveways shall be constructed by Purchaser on the newly acquired ROW: one Driveway (referred to as "Driveway #1") on the north and one driveway (referred to as "Driveway #2") on the south side of the road. All undertakings as to the driveways and related installations as set out herein below shall be at Purchaser's expense.

2.05. Each driveway shall be constructed using road base and culverts as needed, each driveway shall have a 25' turning radius that tapers down to 16' wide, Driveway #1 will have a length of 75', Driveway #2 will have a length of 50', and the driveways will be located according to Exhibit "B," attached hereto and incorporated herein for all purposes (Driveway #1 and Driveway #2 will both have a width no less than 60' wide where the driveways meet the roadway and then taper to 16' wide). Exact location for Driveway #1 and Driveway #2 can be shifted by agreement of Purchaser and Seller.

2.06. Driveway #1, after constructed during Corridor C's interim construction, will not be shifted during Corridor C's Ultimate lane construction. Driveway #2 will be constructed during Corridor C's interim construction phase, and will remain in place until Corridor C's Ultimate lane construction project begins. When Corridor C's Ultimate lane construction begins, Driveway #3 will be constructed as shown on Exhibit "C" attached hereto and incorporated herein. Driveway #3 shall have a turning radius of 25', shall taper down to a width of 16', and shall have a length of 50' (Driveway #3 will also have a width no less than 60' where the driveway meets the roadway and then taper to 16' wide). The exact location of Driveway #3 can be shifted by agreement of Purchaser and Seller. Driveway #3 will replace Driveway #2 after Corridor C's Ultimate lane construction is complete, and Driveway #2 will be permanently closed after Seller is granted access to Driveway #3.

2.07. After Corridor C's Ultimate lanes are constructed and Seller is given access to Driveway #3, Driveway #1 and Driveway #3 will have ingress and egress limited to right turn in and right turn out only.

2.08. Purchaser agrees to give Seller 30 days' notice before construction of Driveway #3.

2.09. Purchaser shall construct Driveway #1, Driveway #2, and Driveway #3 at its own expense using road base and culverts as necessary.

2.10. After Corridor C construction is complete and the newly constructed roadway is open to the public, Seller is guaranteed access to Corridor C/

2.11. Seller is not responsible or liable for any roll back taxes that would normally be due in connection with the Property's change in use from the Corridor C project.

CL

2.12. There shall be no use of any of the Seller's remaining property for ingress or egress during the road construction.

2.13. Sellers shall retain all of their rights in oil, gas and other minerals, as well as water rights, with the mineral reservation being on a "no surface access" basis.

2.14. The centerline of the driveways permitted herein shall be located according to Exhibit "B" and Exhibit "C", or at such other location as may be agreed to in advance by Purchaser and Seller.

As to all of the agreed promises to perform undertakings and the Purchaser's obligation to perform each and every one of them, the same shall survive the closing of this transaction.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before February 9, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for

the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, or if the amount of the escrow deposit is less than the amount stipulated below, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

{Signatures on following page}

SELLER:

By: _____
Richard Charles Schmickrath

Address: 1011 Patriot Way
Georgetown, TX
78626

Date: 1-6-2021

By: _____
Carol Jean Schmickrath

Address: 1011 Patriot Way
Georgetown, TX
78626

Date: 1-6-2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 23.062 ACRE (1,004,568 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 172.51 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO RICHARD CHARLES SCHMICKRATH AND WIFE, CAROL JEAN SCHMICKRATH RECORDED IN VOLUME 959, PAGE 961 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 23.062 ACRE (1,004,568 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an axle found in the ostensible survey line of said Woodruff Stubblefield Survey and the John McQueen Survey, Abstract No. 426, being in the southerly boundary line of said 172.51 acre tract, same being the northwesterly corner of that called 20.0 acre, Tract I described in Special Warranty Deed to Robert J. Klepzig and Wife, Linda J. Klepzig recorded in Volume 2090, Page 905 of the Official Records of Williamson County, Texas, also being the northeasterly corner of that called 55.2342 acre tract of land described in Warranty Deed to Thomas Dee Langston recorded in Document No. 2009047006 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 20.0 acre tract, with the common boundary line of said 172.51 acre tract and said 55.2342 acre tract, S 68°41'07" W for a distance of 1116.37 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10199661.66, E=3156053.80 TxSPC Zone 4203) set 193.00 feet right of proposed Corridor C baseline station 161+05.10, for a point in the proposed southeasterly Right-of-Way (ROW) line of Corridor C (ROW width varies) and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE**, departing said proposed southeasterly ROW line, continuing with said common boundary line, **S 68°41'07" W** for a distance of **128.17** feet to a 1/2" iron rod found, being the southwesterly corner of said 172.51 acre tract, same being the southeasterly corner of the remainder of that called 101.06 acre (Tract II) described in Warranty Deed With Vendor's Lien to David Curtis Belt and Patricia Carol Belt, Husband and Wife recorded in Volume 2206, Page 720 of the Official Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

2) **THENCE**, departing said 55.2342 acre tract, with the common boundary line of said remainder of 101.06 acre tract and said 172.51 acre tract, **N 27°08'36" W** for a distance of **392.83** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 159+76.94, in the proposed northwesterly ROW line of said Corridor C, for the northwesterly corner of the herein described tract;

THENCE, departing said remainder of the 101.06 acre tract, through the interior of said 172.51 acre tract, with the proposed northwesterly ROW line, the following nine (9) courses:

3) Along a curve to the left, having a delta angle of **14°05'38",** a radius of **1987.00** feet, an arc length of **488.77** feet and a chord which bears **N 57°29'16" E** for a distance of **487.54** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 165+18.10, for a point of non-tangency;

4) **S 39°33'33" E** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 165+18.10, for the beginning of a non-tangent curve to the left;

5) Along said non-tangent curve to the left, having a delta angle of **19°29'52",** a radius of **1997.00** feet, an arc length of **679.58** feet and a chord which bears **N 40°41'31" E** for a distance of **676.31** feet to an iron rod with aluminum cap stamped "ROW 4933" set 203.00 feet left of proposed Corridor C baseline station 172+66.76, for a point of non-tangency;

6) **S 59°03'25" E** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 172+66.76, for the beginning of a non-tangent curve to the left;

7) Along said non-tangent curve to the left, having a delta angle of **07°00'55",** a radius of **2007.00** feet, an arc length of **245.73** feet and a chord which bears **N 27°26'07" E** for a distance of **245.58** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline PT station 175+36.13, for a point of tangency;

8) **N 23°55'39" E** for a distance of **751.09** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station PC 182+87.22, for the beginning of a curve to the right;

9) Along said curve to the right, having a delta angle of **09°42'34",** a radius of **2393.00** feet, an arc length of **405.53** feet and a chord which bears **N 28°46'57" E** for a distance of **405.04** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 186+60.04, for a point of non-tangency;

10) **N 56°21'46" W** for a distance of **20.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 186+60.04, for the beginning of a non-tangent curve to the right;

11) Along said non-tangent curve to the right, having a delta angle of **00°49'14",** a radius of **2413.00** feet, an arc length of **34.56** feet and a chord which bears **N 34°02'51" E** for a distance of **34.56** feet to an iron rod with aluminum cap stamped "ROW 4933" set 213.00 feet left of proposed Corridor C baseline station 186+91.55, being in the easterly boundary line of said 172.51 acre tract, same being in the westerly boundary line of that called 134.52 acre tract of land cited in Special Warranty Deed to Kathryn J. Carlton as Trustee of the Kathryn J. Carlton Revocable Living Trust recorded in Document No. 2016089829 and described in Document No. 2016027127 both of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract, and from which, a 1/2" iron rod found, being an angle point in the easterly boundary line of said 172.51 acre tract, same being the northwesterly corner of said 134.52 acre tract, also being the southwesterly corner of that called 83.23 acre Tract 4 described in Warranty Deed to J. A. Davidson Holdings, L.P. (undivided 1/2 Interest) recorded in Document No. 2001027783 and also described in Executor's Distribution Deed to Pamela G. Martin, Dennis L. Davidson and James A. Davidson Jr. (undivided 1/2 interest) recorded in Document No. 2001072772, both of the Official Public Records of Williamson County, Texas bears N 21°36'46" W at a distance of 62.19 feet;

12) **THENCE,** departing said proposed northwesterly ROW line, with the common boundary line of said 172.51 acre tract and said 134.52 acre tract, **S 21°36'46" E** for a distance of **514.18** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline station 183+75.87 in the proposed southeasterly ROW line, for the southeasterly corner of the herein described tract, and from which, an iron rod found in the ostensible survey line of said Woodruff Stubblefield and the John McQueen Survey Abstract No. 426, being the southwesterly corner of said 134.52 acre tract, same being the southeasterly corner of said 172.51 acre tract, also being in the northerly boundary line of that called 3.99 acre tract of land described in Warranty Deed to Jerry J. Cazares and Maria R. Cazares recorded in Document No. 2006026815 of the Official Public Records of Williamson County, Texas bears S 21°36'46" E at a distance of 1257.83 feet;

THENCE, departing said 134.52 acre tract, through the interior of said 172.51 acre tract, with said proposed southeasterly ROW line, the following three (3) courses:

13) Along a curve to the left, having a delta angle of **02°18'31",** a radius of **2007.00** feet, an arc length of **80.87** feet and a chord which bears **S 25°04'55" W** for a distance of **80.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline PC station 182+87.22, for a point of tangency;

14) **S 23°55'39" W** for a distance of **751.09** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet right of proposed Corridor C baseline PT station 175+36.13, for the beginning of a curve to the right;

15) Along said curve to the right, having a delta angle of **37°16'09",** a radius of **2393.00** feet, an arc length of **1556.57** feet and a chord which bears **S 42°33'44" W** for a distance of **1529.28** feet to the **POINT OF BEGINNING**, containing 23.062 acres, (1,004,568 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 3 DEC 2019
Date

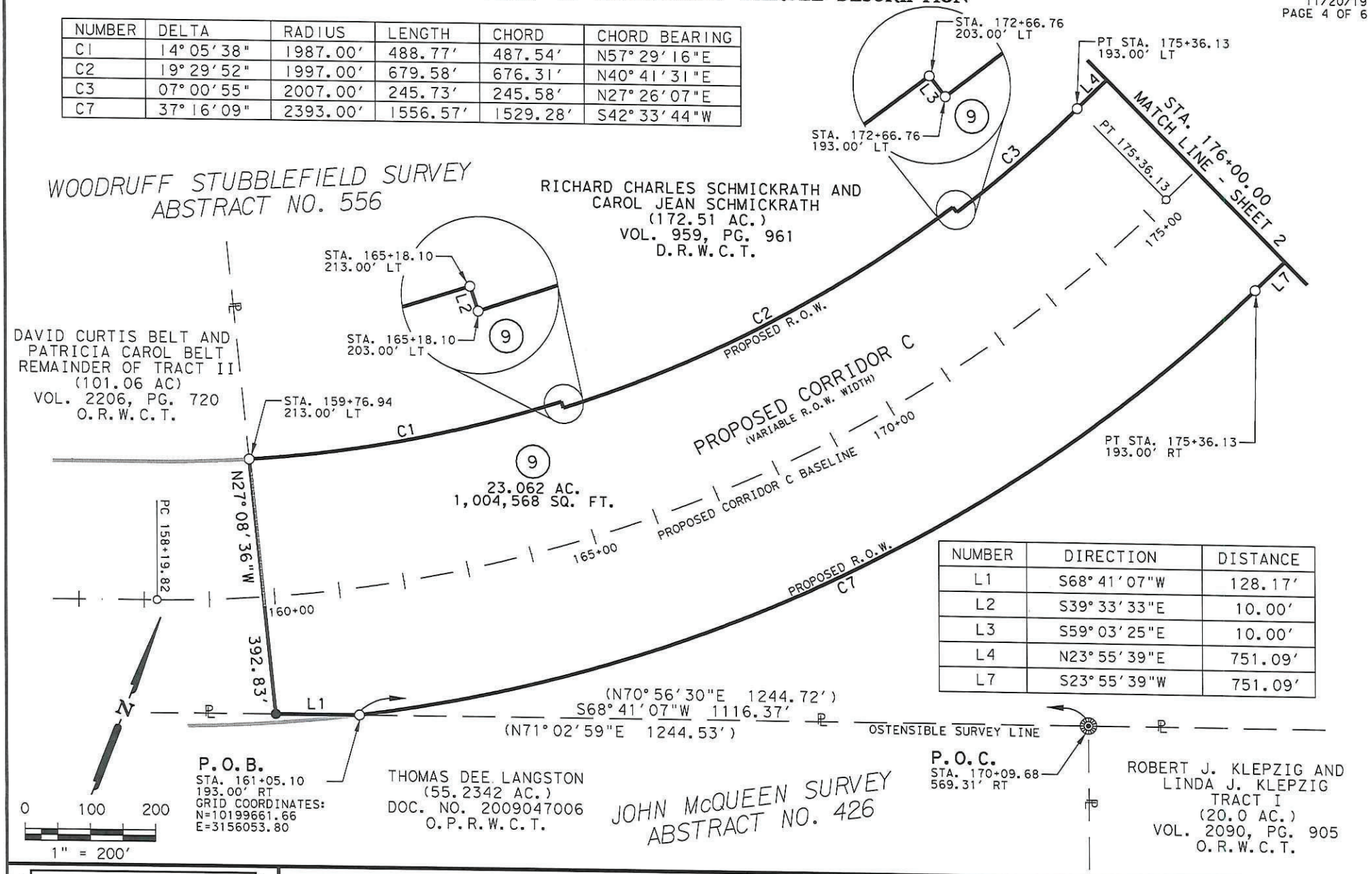
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

11/20/19
PAGE 4 OF 6

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	14°05'38"	1987.00'	488.77'	487.54'	N57°29'16"E
C2	19°29'52"	1997.00'	679.58'	676.31'	N40°41'31"E
C3	07°00'55"	2007.00'	245.73'	245.58'	N27°26'07"E
C7	37°16'09"	2393.00'	1556.57'	1529.28'	S42°33'44"W



NUMBER	DIRECTION	DISTANCE
L1	S68°41'07"W	128.17'
L2	S39°33'33"E	10.00'
L3	S59°03'25"E	10.00'
L4	N23°55'39"E	751.09'
L7	S23°55'39"W	751.09'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

RICHARD CHARLES SCHMICKRATH AND CAROL JEAN SCHMICKRATH

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

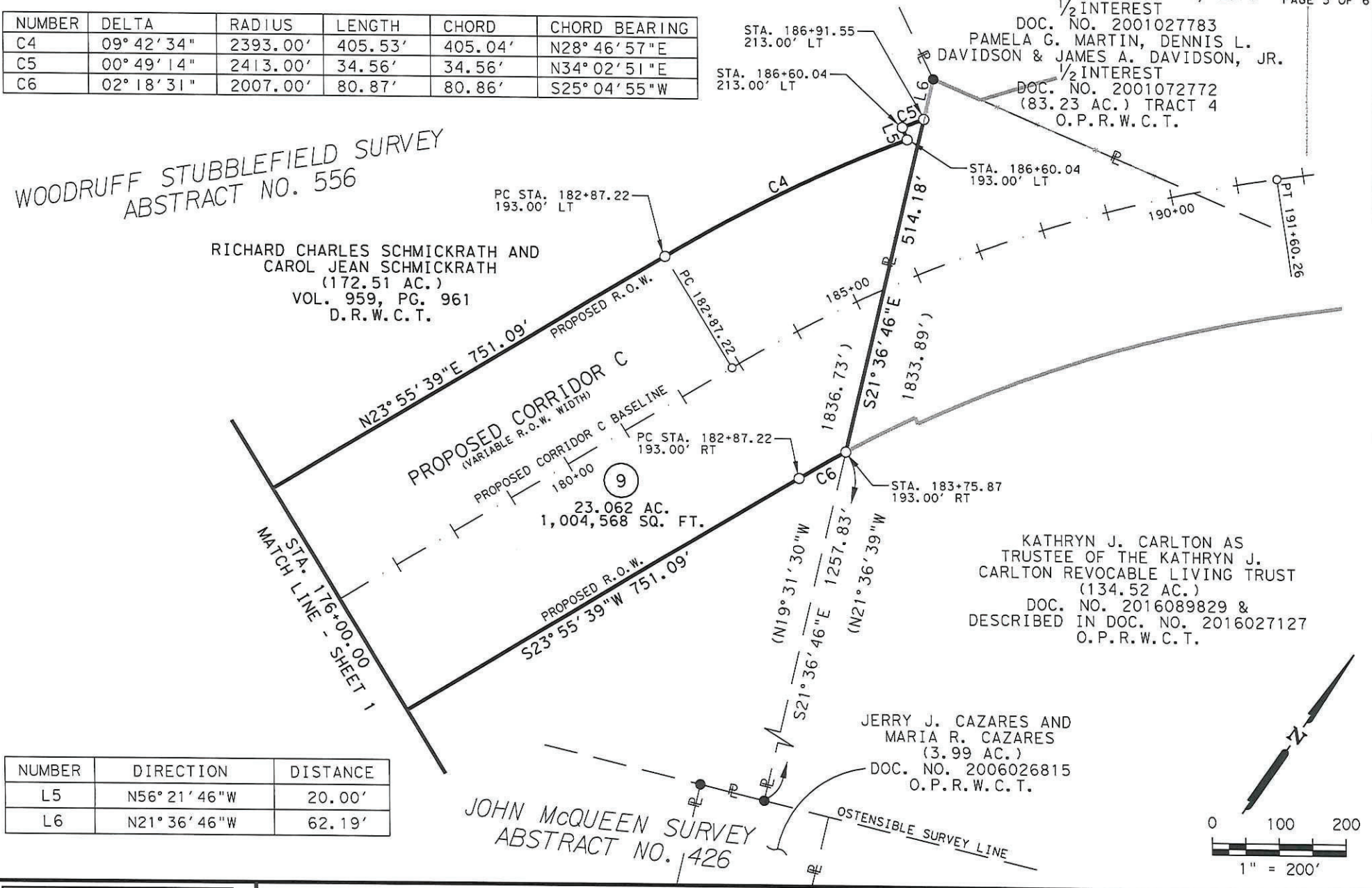
PARCEL 9

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 9-SCHMICKRATH\PARCEL 9-SCHMICKRATH-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	09°42'34"	2393.00'	405.53'	405.04'	N28°46'57"E
C5	00°49'14"	2413.00'	34.56'	34.56'	N34°02'51"E
C6	02°18'31"	2007.00'	80.87'	80.86'	S25°04'55"W



NUMBER	DIRECTION	DISTANCE
L5	N56°21'46"W	20.00'
L6	N21°36'46"W	62.19'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

RICHARD CHARLES SCHMICKRATH AND CAROL JEAN SCHMICKRATH

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 9

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 9-SCHMICKRATH\PARCEL 9-SCHMICKRATH-PG2-REV.dgn

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP, AS NOTED
✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
◎	AXLE FOUND

℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1933224-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 29, 2019, ISSUE DATE SEPTEMBER 9, 2019.

10A. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 335, PAGE 257, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

B. EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 379, PAGE 652, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

C. TERMS, CONDITIONS, AND STIPULATIONS IN THE EASEMENTS AGREEMENT RECORDED IN VOUME 956, PAGE 583, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

D. TERMS, CONDITIONS, AND STIPULATIONS IN THE BOUNDARY LINE AGREEMENT RECORDED IN VOLUME 959, PAGE 967, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

E. EASEMENT GRANTED TO CENTRAL TELEPHONE COMPANY OF THE SOUTHWEST RECORDED IN VOLUME 1216, PAGE 471, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 3 DEC 2019

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	23.062	1,004,568
CALC/DEED AREA	172.51	7,514,536
REMAINDER AREA	149.45	6,509,968

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

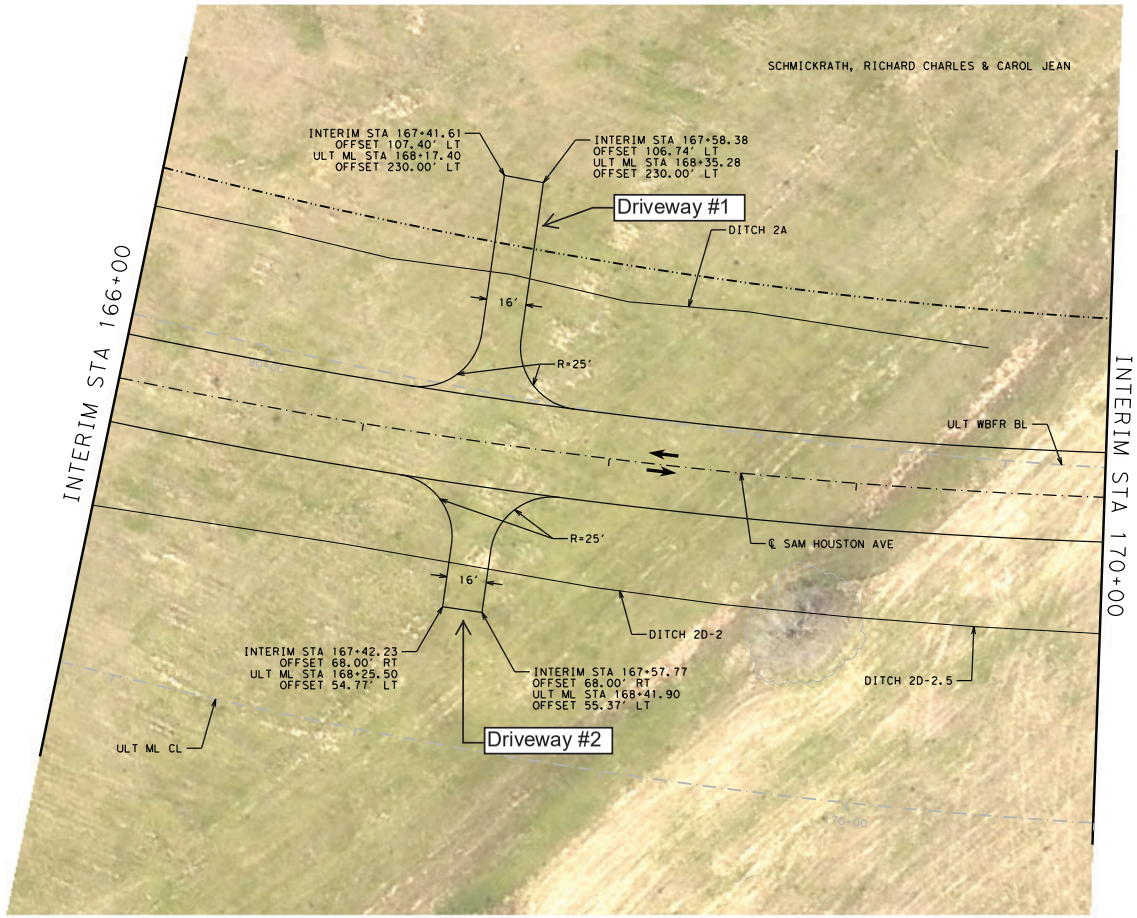
RICHARD CHARLES SCHMICKRATH AND CAROL JEAN SCHMICKRATH

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 9

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 9-SCHMICKRATH\PARCEL 9-SCHMICKRATH-REV.dgn

Exhibit "B"



LEGEND

- TRAFFIC DIRECTION
- PROPOSED R.O.W.

PRELIMINARY

Document Incomplete: not intended for permit, bidding or construction.

Engineer: CHRISTOPHER FOURNIER

P.E. Serial No. 104836

Date: 10/19/2020

NOTE: THE EXACT LOCATION OF THE DRIVEWAYS MAY BE ADJUSTED BY THE PROPERTY OWNER PRIOR TO CONSTRUCTION. PROPERTY OWNER APPROVAL OF LOCATION IS REQUIRED BEFORE CONSTRUCTION.

WILLIAMSON COUNTY 1848

ATKINS TBPE REG. # F-474

CORRIDOR C / 29 BYPASS
SCHMICKRATH DRIVEWAY EXHIBIT

SCALE: 1"=50'H SHEET 1 OF 1

DESIGNED: CAF	FED. RD DIV. No.	STATE	PROJECT No.	HIGHWAY No.
CHECKED: SRL		TEXAS		CORRIDOR C

DRAWN: ALY	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.
CHECKED: RRG	AUSTIN	WILLIAMSON				1

PLOT DRIVER: RD4llx17+Color+PDF.plt
PEN TABLE: PenTable.tbl
FILE: pw:\\SUSD036343.wsatkins.com:ATKNATX01\Documents\Roads and Bridges\Projects\100065091 Corridor C PS&E\CADD\PAV\Schmickrath Interim Driveway.dgn 10/19/2020 TIME: 2:37:21 PM

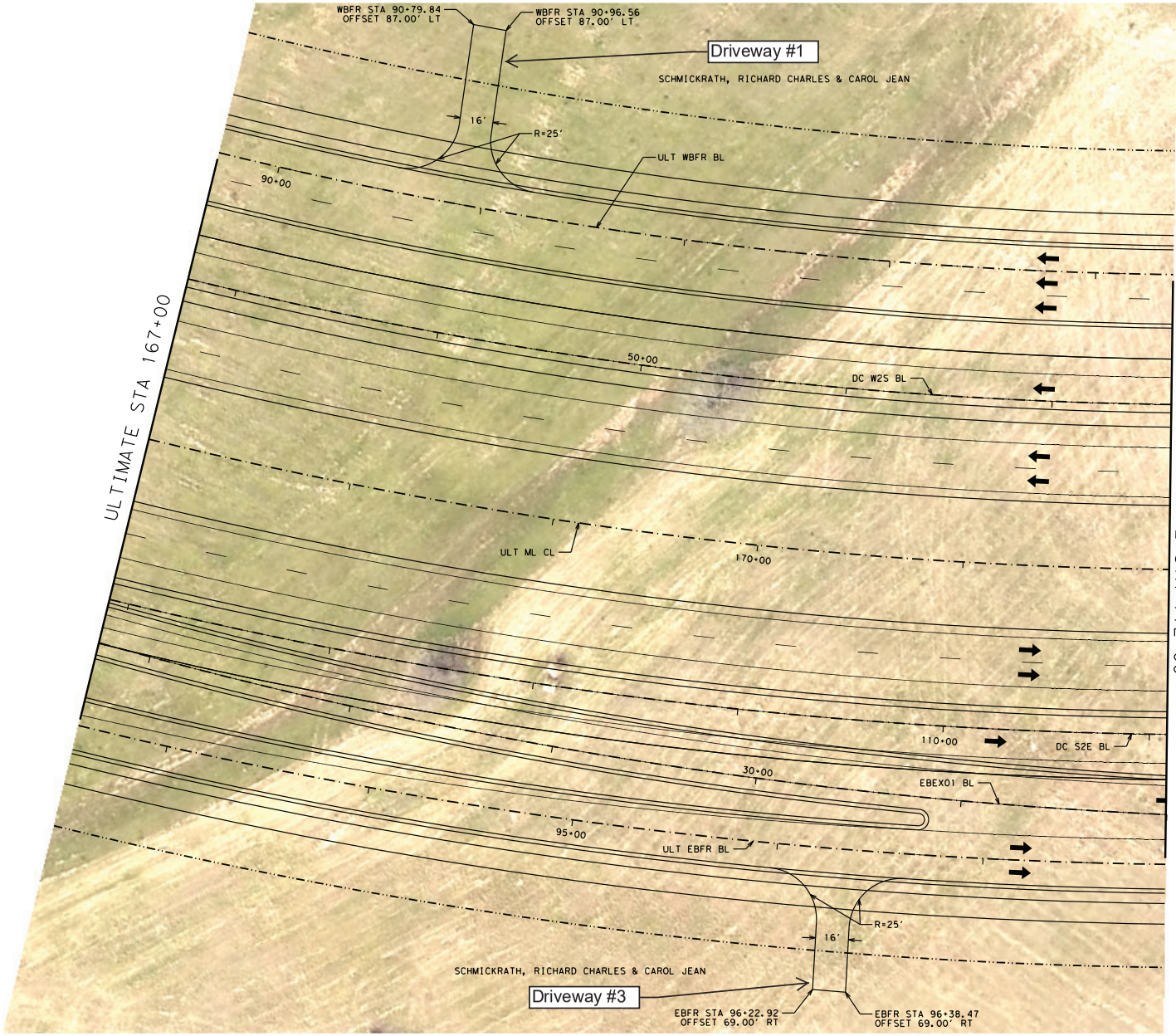


Exhibit "C"

LEGEND

TRAFFIC DIRECTION

PROPOSED R.O.W.

NOTE: THE EXACT LOCATION OF THE DRIVEWAYS MAY BE ADJUSTED BY THE PROPERTY OWNER PRIOR TO CONSTRUCTION. PROPERTY OWNER APPROVAL OF LOCATION IS REQUIRED BEFORE CONSTRUCTION.

PRELIMINARY

Document Incomplete: not intended for permit, bidding or construction.

Engineer: CHRISTOPHER FOURNIER

P.E. Serial No. 104836

Date: 10/19/2020

WILLIAMSON COUNTY 1848

ATKINS TBPE REG. # F-474

CORRIDOR C / 29 BYPASS SCHMICKRATH DRIVEWAY EXHIBIT

SCALE: 1"=50'H

SHEET 1 OF 1

DESIGNED: CAF	FED. RD DIV. No.	STATE	PROJECT No.	HIGHWAY No.
CHECKED: SRL		TEXAS		CORRIDOR C

DRAWN: ALY	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.
CHECKED: RRG	AUSTIN	WILLIAMSON				1

PLOT DRIVER: RD4llx17+Color+PDF.plt
PEN TABLE: PenTable.tbl
FILE: pw:\\SUSD036343.wsatkins.com:ATKNATX01\Documents\Roads and Bridges\Projects\100065091 Corridor C PS&E\CADD\PAV\Schmickrath Ultimate Driveway\Exhibit\Layout1 10/19/2020 TIME: 4:45:24 PM

Exhibit "D"

Parcel 9

DEED
Corridor C—SH29 Bypass

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That RICHARD CHARLES SCHMICKRATH and CAROL JEAN SCHMICKRATH, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 23.062 acres (1,004,568 Sq. Ft.) tract of land in the Woodruff Stubblefield Survey, Abstract No. 556 in Williamson County, Texas, being a portion of the remainder of that called 172.51 acre tract of land described in Warranty Deed to Richard Charles Schmickrath and Wife, Carol Jean Schmickrath, Recorded in Volume 959, Page 961 of the Deed Records of Williamson County, Texas; said 23.062 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein (**Parcel 9**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A", to be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor C.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature pages follow]

GRANTOR:

_____
Richard Charles Schmickrath

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Richard Charles Schmickrath, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Carol Jean Schmickrath

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020 by Carol Jean Schmickrath, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

Meeting Date: 01/12/2021

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	01/07/2021 09:08 AM

Form Started By: Charlie Crossfield Started On: 01/07/2021 08:39 AM

Final Approval Date: 01/07/2021

Commissioners Court - Regular Session **60.**

Meeting Date: 01/12/2021

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
o) Project Link

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	01/07/2021 09:09 AM

Form Started By: Charlie Crossfield Started On: 01/07/2021 08:40 AM

Final Approval Date: 01/07/2021