

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
February 9, 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 – 19)

4. Discuss, consider and take appropriate action on a LIT for Commissioner Boles Office in the amount of \$719.37.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0214.004999	Miscellaneous	\$500.00
To	0100.0214.004350	Printed Materials	\$500.00
From	0100.0214.004231	Travel	\$219.37
To	0100.0214.004350	Printed Materials	\$219.37

5. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through Sale to Insurance of one (1) 2019 Kubota tractor, pursuant to Tx. Local Gov't Code 263.152.

6. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
7. Discuss, consider and take appropriate action on reappointment of James Crabtree to fill Place 1 on the Emergency Services District(ESD) #4 Board of Directors for a two-year term beginning January 1, 2021, and ending on December 31, 2022.
8. Discuss, consider and take appropriate action on reappointment of Dan Clark to fill Place 2 on the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2021, and ending on December 31, 2022.
9. Discuss, consider and take appropriate action on reappointment of James Baker to fill Place 3 on the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2021, and ending on December 31, 2022.
10. Discuss, consider and take appropriate action on approving the Amendment to Tyler Technologies Agreement for Supervision Software originally approved on 11.21.2020 under Agenda Item #32 and authorizing execution of the addendum.
11. Discuss, consider and take appropriate action on a First Amendment to that Certain Williamson County Exposition Center Operation and Use Agreement between Williamson County, Texas and Taylor Rodeo Association, Inc.
12. Discuss, consider, and take appropriate action on approving the Price Quotation between Boundtree and Williamson County for Nasal Narcan Spray in the amount of \$58,038.50 pursuant to BuyBoard Contract #610-20 and authorizing the purchase.
13. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for a New and Latest Model 36' Gooseneck Trailer, under IFB #T3162.
14. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for two (2) BMW 1250-RTP Motorcycles under IFB #T2979.
15. Discuss, consider and take appropriate action on approving the change order request for an increase of \$831.00 from the original \$2,451.00 for a new total of \$3,282.00 for the ADT Commercial at the Elections Office Phase II originally approved by Commissioner's Court on 11/3/2020, Agenda Item #27, and authorizing execution of the change request.
16. Discuss, consider, and take appropriate action on approving Work Authorization No. 5 for the Juvenile Justice Center RTU Replacement (P533) in the amount of \$97,646.00 to expire on April 12, 2022, under Williamson County First Amended and Restated Agreement for Architectural and Engineering Services between Williamson County and Reliance Architects, LLC., dated November 24, 2020.

17. Discuss, consider and take appropriate action on authorizing the Fuelmaster Fuel Management System Extended Maintenance Agreement in the amount of \$12,622.50 with Syn-tech Systems Fuel Management Technologies for the term 03/23/2021 - 03/22/2022, under Sourcewell Contract #022217-SYS and authorizing execution of the agreement.
18. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services – Design of CR 404 under RFQ #T3158.
19. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$50,000.00 to expire on January 31, 2023 under Williamson County Contract for Engineering Services between Alliance Transportation Group, Inc. and Williamson County dated March 10, 2020 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

REGULAR AGENDA

20. 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.
21. Discuss, consider and take appropriate action on matters relating to Coronavirus (COVID-19) vaccinations in Williamson County, to include, but not be limited to hearing an update on administration of vaccines in Williamson County, coordination and programming of vaccination sites, locations and/or clinics, amending vaccination administration agreements with vaccination service providers Curative Medical Associates PA and Family Emergency Room, LLC and communication and outreach efforts regarding vaccinations.
22. Discuss, consider and take appropriate action on instructing General Counsel of the Williamson County Commissioners Court to interview law firms and provide a recommendation of a law firm to represent Williamson County in relation to the filing of a lawsuit to enjoin the City of Austin from operating and using any property in Williamson County for the temporary or permanent housing of homeless individuals in Williamson County.
23. Discuss, consider and take appropriate action on ratifying a First Amended and Restated Professional Services Agreement for Coronavirus Disease (COVID-19) Vaccine Administration between Williamson County, Texas and Family Emergency Room, LLC.

- 24.** Discuss, consider and take appropriate action regarding the supplementary engagement of the law firm of Germer PLLC to represent Williamson County in relation to Civil Action No. 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; 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).
- 25.** Discuss, consider, and take appropriate action on request to apply for grant funding through the Office of the Governor for continuation of support for the Williamson County Veterans Treatment Court program and approval of the grant resolution.
- 26.** Discuss, consider and take appropriate action on accepting a six-month extension of the Grant Agreement between Williamson County and the Center for Tech and Civic Life (CTCL) to allow for the expenditure of \$38,568.52 in remaining grant funds.
- 27.** Discuss, consider, and take appropriate action on approving an amended interlocal agreement between Williamson County and Williamson County and Cities Health District for EMS assistance with National Association of County and City Health Officials grant execution.
- 28.** Discuss, consider, and take appropriate action on compensation for EMS employees, including but not limited to adding several position classifications to the salary study cycle 4a.
- 29.** Discuss, consider and take appropriate action on approving the purchase of two (2) Chevrolet Tahoe replacement vehicles in the amount of \$111,550.00 pursuant to Texas SmartBuy Contract #070-A1 for the vehicle and Tarrant County Cooperative Contract #2019-181 for the upfitting.
- 30.** Discuss, consider and take appropriate action on approving an agreement with Knight Security Systems for Juvenile Services Center Security Upgrade in the amount of \$345,757.79 as per DIR Contract #DIR-CPO-4494, and authorizing the execution of the agreement. Funding Source is P544.
- 31.** Discuss, consider and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP), including, but not limited to, receiving report from Environmental Programs Director and approving enrollment of properties participating during the 2020 calendar year (any participation received on or prior to 12/31/2020) into the tax benefit financing plan for tax year 2020 and to re-enroll prior year participating properties.
- 32.** Discuss, consider and take appropriate action on approving the FY21 renewal of Microsoft EA Licenses with SHI Government Solution, Inc. in the amount of \$820,617.12 per the terms of DIR Contract #DIR-TSO-4092 to support the operations of the Williamson County ITS Department.

33. 10:00 Conduct public hearing relating to a request to fund up to, but no more than, 60 days of salary and related fringe for PCN #393, Community Development Block Grant Administrator, from Department 0409 (Non-Departmental) budget and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.
34. Discuss, consider and take appropriate action on a request to fund up to, but no more than, 60 days of salary and related fringe for PCN #393, Community Development Block Grant Administrator, from Department 0409 (Non-Departmental) budget.
35. Discuss, consider, and take appropriate action on awarding RFP T2170 Commercial Lease of the Building at 303 Main St and Adjacent Parking Area to 309 Coffee, LLC and authorizing the execution of the Commercial Lease Agreement.
36. Receive updates on the Department of Infrastructure projects and issues.
37. Discuss, consider and take appropriate action on approving a 2015 CO transfer to move \$614,245.18 from P431 (JP 4 Repairs and Modifications) and \$30,267.67 from P534 (Comm 4 PCT Office) to P548 (JP4 Hutto Remodel).
38. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to close projects and move remaining balances, a total of \$5,672,488.73, to 2013 Road Non-Departmental (P290) from Pearson Ranch Road Extension (P221), RM 620 Phase 2 (P235), Neenah Ave Widening (P278), Bagdad North, FM 2243-CR280 (P317), Anderson Mill Road (P318), Lakeline Right Turn Lanes (P331), CR 214 Extension (P334), Ronald Reagan/Parmer Ln (P335), Inner Loop Left Turn Lanes (P335), Inner Loop Left Turn Lanes (P226), Inner Loop Safety Improvements (P251), Arterial H Extension (P276), SH 29 to Cedar Hollow (P291), CR 305 at IH 35 Phase 1 (P306), SH 29 Bypass/Inner Loop Phase 1 (P453), CR 119 (P214), Kenney Fort Blvd to SH 45 (P228), CR 110 South (P260), SH 29 Safety Improvements (P217), Roundville Lane (P441), Forest North Phase II (P451).

Also, to move \$4,160,000 from P290 into the following projects; O'Connor Drive Signals (P329), Seward Junction Southeast (P271), Seward Junction Southwest (P274), CR 110 Middle Phase 2 (P261), CR 101 Phase 1 (P269), Great Oaks Bridge (P270), CR 200 Phase 1 (P285).
39. Discuss, consider and take appropriate action on approving a 2019 Road Bond Allocation per Mike Weaver, Road Bond Manager, to move \$6,000,000 from P377 (CR 112 Widening, FM 1460-CR117) to P389 (CR 402), \$4,000,000 from P377 (CR 112 Widening, FM 1460-CR 117) to P390 (CR 401/CR 404 Improvements), \$1,500,000 from P378 (CR 112 Widening, CR 117-CR 110) to P391 (CR 404 Realignment) and \$3,500,000 from P378 (112 Widening, CR 117-CR 110) to P392 (Southeast Loop Segment 2).

40. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between M&S Engineering, LLC and Williamson County dated March 24, 2020 for Small Maintenance Projects. Funding source: 01.0200.0210.004100.
41. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of \$77,716.53 for O'Connor Traffic Signals (Champion Infrastructure), a Road Bond project in Commissioner Pct. 1. P: 329 Funding Source: Road Bond
42. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the CR 245 project. P: 353 Funding Source: Road Bond
43. Discuss, consider and take appropriate action on a Claim for Fixed Moving Expenses with Sylvia Rivera (Parcel 11) on the SE Loop Project. Funding Source: Road Bonds P463
44. Discuss, consider and take appropriate action on a Real Estate Contract with Raymond and Pamela Cantrell for right of way needed on the Liberty Hill Bypass project (Parcel 45). Funding Source: Road Bond P346
45. 1:00 PM: Hold Budget Kickoff Workshop with Commissioners Court Office to discuss goals, priorities and objectives for the 2021 - 2022 Budget.

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)."

46. 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: CR 278
 - d) Discuss the acquisition of real property for County Facilities.
 - e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
 - f) Discuss the acquisition of real property for SH 29 @ DB Wood.

- g) Discuss the acquisition of real property for CR 366.
- h) Discuss the acquisition of real property for N. Mays.
- i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- j) Discuss the acquisition of real property for CR 111.
- k) Discuss the acquisition of real property for Corridor H
- l) Discuss the acquisition of real property for future SH 29 corridor.
- m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- n) Discuss the acquisition of right-of-way for Corridor C.
- o) Discuss the acquisition of right-of-way for Corridor F.
- p) Discuss the acquisition of right-of-way for Corridor D.
- q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- r) Discuss the acquisition of right-of-way for Reagan extension.
- s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- t) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- u) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- v) 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 the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- f) 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.

47. 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
- p) Project Winston

48. 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 No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
- f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
- g) 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.
- h) 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
- i) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- j) 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.
- k) Claim of Regina Wright.
- l) 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.
- m) 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.
- n) 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.
- o) 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.
- p) 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.
- q) 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.
- r) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
- s) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
- t) Claim of the Estate of Okey Floyd Jones, Sr.

- u) Claim, of Ramsey Mitchell.
- v) Cause No. 20-1151-C395; Sarah Ackman v. Williamson County; In the 395th District Court of Williamson County Texas.
- w) Legal matters pertaining to TENEX Software Solutions, Inc.
- x) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
- y) Shamona Harris - EEOC Charge #451-2021-00812.
- z) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.

- 49.** 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).
- 50.** Deliberate the appointment, evaluation and employment of the Williamson County Purchasing Agent, to include conducting any interviews necessary with potential candidates for such appointment (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

- 51.** Discuss, consider and take appropriate action on tendering an offer of employment, hiring and appointing the Williamson County Purchasing Agent that shall serve in accordance with Section 262.0115 of the Texas Local Government Code.
- 52.** Discuss, consider and take appropriate action on a succession planning position for the Purchasing Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-001100	Non Dept/FT Salary	\$4,396.56
From	0100-0409-002010	Non Dept/FICA	\$336.34
From	0100-0409-002020	Non Dept/Retirement	\$640.14
From	0100-0409-002030	Non Dept/Insurance	\$844.00
To	0100-0494-001100	Purchasing/FT Salary	\$4,396.56
To	0100-0494-002010	Purchasing/FICA	\$336.34
To	0100-0494-002020	Purchasing/Retirement	\$640.14
To	0100-0494-002030	Purchasing/Insurance	\$844.00

- 53.** Discuss and take appropriate action concerning economic development.

54. Discuss and take appropriate action concerning real estate.
55. 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 No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - g) 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.
 - h) 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
 - i) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
 - j) 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.
 - k) Claim of Regina Wright.
 - l) 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.
 - m) 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.
 - n) 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.
 - o) 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.
 - p) 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.
 - q) 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.
 - r) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
 - s) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
 - t) Claim of the Estate of Okey Floyd Jones, Sr.
 - u) Claim, of Ramsey Mitchell.
 - v) Cause No. 20-1151-C395; Sarah Ackman v. Williamson County; In the 395th District Court of Williamson County Texas.
 - w) Legal matters pertaining to TENEX Software Solutions, Inc.

x) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
y) Shamona Harris - EEOC Charge #451-2021-00812.
z) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.

- 56.** 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.
- 57.** 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 5th day of February 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:** 02/09/2021

LIT for Commissioner Boles Office

Submitted For: Russ Boles**Submitted By:** Kelley
Hammeren,
Commissioner
Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a LIT for Commissioner Boles Office in the amount of \$719.37.

Background

Discuss, consider and take appropriate action on a LIT for Commissioner Boles Office in the amount of \$719.37 due to NSF on the originally coded line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0214.004999	Miscellaneous	\$500.00
To	0100.0214.004350	Printed Materials	\$500.00
From	0100.0214.004231	Travel	\$219.37
To	0100.0214.004350	Printed Materials	\$219.37

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kelley Hammeren

Final Approval Date: 02/04/2021

Reviewed By

Andrea Schiele

Date

02/04/2021 09:20 AM

Started On: 02/03/2021 02:16 PM

Commissioners Court - Regular Session**5.****Meeting Date:** 02/09/2021

V/E Assets for Sale to Insurance 2.9.21

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 assets through Sale to Insurance of one (1) 2019 Kubota tractor, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

V/E Assets for Sale to Insurance 2.9.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Randy Barker

Final Approval Date: 02/04/2021

Reviewed By

Randy Barker

Andrea Schiele

Date

02/04/2021 10:44 AM

02/04/2021 10:48 AM

Started On: 02/04/2021 05:59 AM

Vehicle Status Change

Reason for Status Change	ACCIDENT
Department	210 - Unified Road Systems
County VIN/Serial Number	58561
Equipment/Door Number	UJ1918
License Plate	N/A
Year	2019
Make	Kubota
Model	M5-111D Tractor
Comments (mileage, mechanical issues, other info)	Tractor caught on fire and was declared a total loss by insurance.
Elected Official/Department Head/Authorized Staff Digital Signature	✓ Jeff Ivey 1/21/2021 8:23 AM
Receiving Department Signature	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Travelers insurance declared a total loss
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 1/21/2021 8:54 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 1/22/2021 11:15 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 1/22/2021 11:23 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 1/22/2021 11:32 AM

Vehicle Status Change

Commissioners Court - Regular Session**6.****Meeting Date:** 02/09/2021

Compensaiton Items

Submitted By: Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Position Changes

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 02/04/2021

Reviewed By

Rebecca Clemons

Andrea Schiele

Date

02/04/2021 09:04 AM

02/04/2021 09:12 AM

Started On: 02/04/2021 08:57 AM

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
570: Corrections	0589	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Title and Grade Change: Office Spec Sr Jail (B.18) to Admin Tech (B.15).	2/19/2021
570: Corrections	0334	N/A	\$28,017.60	\$28,017.60	\$33,127.10	\$28,017.60	\$5,109.50	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving to PCN 0332.	2/20/2021
570: Corrections	0324	N/A	\$28,017.60	\$28,659.67	\$29,715.44	\$28,659.67	\$1,055.77	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving to PCN 0332.	2/21/2021
570: Corrections	0332	14107	\$37,344.17	\$43,509.46	\$37,344.19	\$43,509.46	N/A	\$6,165.27	Title and Grade Change: Sr. Administrative Spec. (B.18) to Training Coord. (B.23). Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary moving from PCN 0334 & 0324.	2/22/2021
554: Constable 4	0302	10871	N/A	N/A	N/A	N/A	N/A	N/A	Salary Study Title and Grade Change: Sr. Office Specialist (B.18) to Constable Clerk II (B.19).	2/19/2021
554: Constable 4	0312	04440	N/A	N/A	N/A	N/A	N/A	N/A	Salary Study Title and Grade Change: Office Spec Sr Const (B.18) to Constable Clerk II (B.19).	2/19/2021
554: Constable 4	0313	vacant	N/A	N/A	N/A	N/A	N/A	N/A	Salary Study Title and Grade Change: Research Analyst (B.18) to Constable Clerk II (B.19).	2/19/2021
540: EMS	1627	15465	N/A	N/A	\$39,773.34	\$36,000.34	\$3,773.00	N/A	Reallocation of position budget to facilitate transfer. Surplus salary moving to PCN 0800.	2/19/2021

540: EMS	0798	12821	N/A	N/A	\$61,338.41	\$56,338.41	\$5,000.00	N/A	Reallocation of position budget to facilitate transfer. Surplus salary moving to PCN 0800.	2/19/2021
540: EMS	0799	13066	N/A	N/A	\$56,503.34	\$51,503.34	\$5,000.00	N/A	Reallocation of position budget to facilitate transfer. Surplus salary moving to PCN 0800.	2/19/2021
540: EMS	0800	Vacant 2/13/21	N/A	N/A	\$51,792.00	\$65,565.00	N/A	\$13,773.00	Reallocation of position budget to facilitate transfer. Surplus salary moving from PCNs 1627,0798, 0799.	2/19/2021

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session**7.****Meeting Date:** 02/09/2021

ESD 4 Crabtree Appointment

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointment of James Crabtree to fill Place 1 on the Emergency Services District(ESD) #4 Board of Directors for a two-year term beginning January 1, 2021, and ending on December 31, 2022.

Background

James Crabtree has served on the ESD #4 Board of Directors since 2012, where he currently serves as the Board's Secretary.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 02/03/2021

Reviewed By

Andrea Schiele

Date

02/03/2021 10:39 AM

Started On: 02/03/2021 09:33 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 02/09/2021

ESD 4 Appointment Clark

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointment of Dan Clark to fill Place 2 on the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2021, and ending on December 31, 2022.

Background

Dan Clark has served on the ESD #4 Board of Directors since 2013, where he serves as the Board's president.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 02/03/2021

Reviewed By

Andrea Schiele

Date

02/03/2021 10:39 AM

Started On: 02/03/2021 09:41 AM

Commissioners Court - Regular Session**9.****Meeting Date:** 02/09/2021

ESD 4 Appointment Baker

Submitted For: Cynthia Long**Submitted By:** Kathy Pierce,
Commissioner
Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on reappointment of James Baker to fill Place 3 on the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2021, and ending on December 31, 2022.

Background

James Baker has served on the ESD #4 Board of Directors since 2013, where he currently serves as the Board's Vice President.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 02/03/2021

Reviewed By

Andrea Schiele

Date

02/03/2021 10:40 AM

Started On: 02/03/2021 09:59 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 02/09/2021

Amendment-Tyler Supervision Software for Pre-Trial

Submitted For: Randy Barker**Submitted By:** Kim Chappius,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Amendment to Tyler Technologies Agreement for Supervision Software originally approved on 11.21.2020 under Agenda Item #32 and authorizing execution of the addendum.

Background

This amendment does not attribute to any changes to the Original Project quote for this year. All fees for the current project year have been waived. However, terms and conditions have been added for future years. Original Funding Source: 01.0100.0503.005741. Department Contact: Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 02/04/2021

Reviewed By

Randy Barker

Andrea Schiele

Date

02/04/2021 10:16 AM

02/04/2021 10:27 AM

Started On: 01/28/2021 11:15 AM



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and Williamson County, TX ("Client").

WHEREAS, Tyler and the Client are parties to a SaaS Agreement for Tyler Supervision Software and services dated November 24, 2020 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Adding Appointment Notifications. The items set forth in the investment summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date with a term ending coterminous with the Term as defined in Section F(1) of the Agreement. The term shall automatically renew for one-year periods at our then-current rates, unless terminated by either party pursuant to the terms of the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. Annual Fee. Year One annual fees set forth in Exhibit 1, prorated for the time period commencing on the Amendment Effective Date and ending concurrently with the Client's annual Term under the Agreement, are waived. Subsequent annual fees will be invoiced annually in advance, at then-current rates, in accordance with the terms set forth in Exhibit 1 to this Amendment.
2. Twilio Acceptable Use Policy. Certain functionality in your Tyler Software, including the SMS Functionality described above, is provided in part by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to utilize said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By your signature below, you certify that you have reviewed and understand said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

Sourcewell Contract 110515-TTI

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Williamson County, Texas

By: Sherry Clark

By: _____

Name: Sherry Clark

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: January 28, 2021

Date: _____

(Exhibit 1)
Investment Summary

Software	Annual Use Fee
Tyler Supervision – Appointment Notifications	\$8,000 (Tier b)
Up to 16,000 Notifications	-\$8,000 (prorated until 11/30/21) <hr/> \$8,000* per year effective 12/01/21

*Tier and Annual Use Fee is based on the assumed annual volume of notifications. The 1st Year Use Fee includes a one-time proration for the Appointment Notifications license. Annual guaranteed minimum thereafter is \$8,000 per year, and tier selection and costs may be adjusted in accordance with the table below:

Tier		No. of Notifications per year	Annual Use Fee
a	Up to	8,000	\$5,040
b	Up to	16,000	\$8,000
c	Up to	12,800	\$12,800
d	Up to	62,000	\$21,700

Commissioners Court - Regular Session**11.****Meeting Date:** 02/09/2021

Amendment to Expo Center Agreement with Taylor Rodeo Association

Submitted For: Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a First Amendment to that Certain Williamson County Exposition Center Operation and Use Agreement between Williamson County, Texas and Taylor Rodeo Association, Inc.

Background

The Taylor Rodeo Association ("TRA") has requested to amend the Williamson County Exposition Center Operation and Use Agreement to change TRA's Event #2 Window in order for TRA to conduct its Event #2 during the time period of May 19, 2021 through May 25, 2021 rather than holding its Event #2 during the Event #2 Window that is required to occur during the month of June each year pursuant to the Agreement. This agreement was coordinated with Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

First Amendment Agreement - Taylor Rodeo Assoc.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

02/04/2021 11:45 AM

Form Started By: Russell Fishbeck

Started On: 02/04/2021 11:19 AM

Final Approval Date: 02/04/2021

FIRST AMENDMENT TO
WILLIAMSON COUNTY EXPOSITION CENTER
OPERATION AND USE AGREEMENT

THIS FIRST AMENDMENT TO THAT CERTAIN WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT ("First Amendment") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Owner") and TAYLOR RODEO ASSOCIATION, INC., a not-for-profit Texas corporation ("TRA").

RECITALS

WHEREAS, Owner and TRA executed that certain agreement entitled Williamson County Exposition Center Operation and Use Agreement hereinafter the "Agreement", which became effective as of July 22, 2015, for the operation and use of designated areas of the Williamson County Expo Center for specific events held by TRA;

WHEREAS, it has become necessary to amend the Agreement to change TRA's Event #2 Window in order for TRA to conduct its Event #2 during the time period of May 19, 2021 through May 25, 2021 rather than holding its Event #2 during the Event #2 Window that occurs during the month of June pursuant to the Agreement;

NOW, THEREFORE, premises considered, Owner and TRA agree that the Agreement is amended as follows:

AGREEMENTS

1. **Section 2.3.1(b)** of the Agreement provides, in pertinent part, that "The number of days allowed for the Event #2 each year shall be seven (7) days beginning during the month of June, which shall include all set up, preparation, move-in, take down, clean up and move-out time (the "Event #2 Window")."

TRA desires to conduct its Event #2 during the time period of May 19, 2021 through May 25, 2021 rather than holding its Event #2 during the Event #2 Window that must occur during the month of June pursuant to the Agreement.

For only the year of 2021, Owner and TRA hereby agree to amend the Event #2 Window in order to allow TRA to conduct its Event #2, which shall be an open to the public entertainment event that will be sufficiently advertised, during the period from May 19, 2021 to May 25, 2021. Owner hereby agrees to allow an exception as to any reservation and scheduling notice requirements for the Event #2 to be held in 2021. Owner and TRA hereby agree that, following the year of 2021, any properly reserved TRA Event #2 shall occur during the Event #2 Window, as set forth in the Agreement.

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

obligations of such party.

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

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

WILLIAMSON COUNTY, TEXAS:

By: _____
Signature

Printed Name

Title

_____, 20____
Date

**TAYLOR RODEO ASSOCIATION,
INC.:**

By: Edwin Stojanik
Signature

EDWIN STOJANIK
Printed Name

PRESIDENT
Title

FEB 4, 2021
Date

Commissioners Court - Regular Session**12.****Meeting Date:** 02/09/2021

Authorize purchase of Nasal Narcan Spray for Mobile Outreach through the Buyboard

Submitted For: Randy Barker**Submitted By:** Kim Chappius,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Price Quotation between Boundtree and Williamson County for Nasal Narcan Spray in the amount of \$58,038.50 pursuant to BuyBoard Contract #610-20 and authorizing the purchase.

Background

This is to purchase nasal narcan spray for the Mobile Outreach team. Attached quote shows itemized pricing. Damaris Morales is the point of contact for this transaction. This expenditure will be charged to 428P.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

QUOTE

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 02/04/2021

Reviewed By

Randy Barker

Andrea Schiele

Date

02/04/2021 10:21 AM

02/04/2021 10:28 AM

Started On: 01/29/2021 01:45 PM

Req# 124915



Quotation

Quotation#:

01/21/2021

Account Number: 108184-SHIP009

BILL-TO

WILLIAMSON COUNTY

PO BOX 873

GEORGETOWN, TX 78627-0873

Ship Method: FED EX GROUND

Payment Terms: NET 30

SHIP-TO

WILLIAMSON COUNTY

3189 SE INNER LOOP

GEORGETOWN, TX 78626-6317

Contact Name

Bound Tree Buy Board # 610-20

Phone Number

Item	UOM	Description	Qty	Price	Ext.Price	Exp.Date
0353-02	2/BX	Nasal Narcan Spray 4mg, 0.1ml, (Naloxone)	650	\$ 89.29	\$ 58,038.50	06/30/2021

Quote Total \$ 58,038.50

Comments:

Johnny Kallus

Boundtree | Account Manager

5000 Tuttle Crossing Blvd | Dublin, OH 43016

Phone: 281-309-6483 | Fax:

johnny.kallus@boundtree.com |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases.

To place an order, please visit our website at www.boundtree.com, login and add to your shopping cart

or call (800) 533-0523

fax (800) 257-5713

Commissioners Court - Regular Session**13.****Meeting Date:** 02/09/2021

Authorize issuing IFB T3162 New and Latest Model 36' Gooseneck Trailer

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for a New and Latest Model 36' Gooseneck Trailer, under IFB #T3162.

Background

Williamson County is soliciting sealed bids for a New and Latest Model 36' Gooseneck Trailer which will be utilized by the HazMat Response Department. This is a replacement project through the HS-Homeland Security Grant from the Office of the Governor, previously approved by the Commissioners Court. The Point of Contact is Michael Wofford and Funding Source is HS - Homeland Security Grant.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox****Reviewed By****Date**

Purchasing (Originator)

Randy Barker

02/04/2021 11:26 AM

County Judge Exec Asst.

Andrea Schiele

02/04/2021 11:44 AM

Form Started By: Johnny Grimaldo

Started On: 02/04/2021 10:48 AM

Final Approval Date: 02/04/2021

Commissioners Court - Regular Session**14.****Meeting Date:** 02/09/2021

Approval to advertise IFB T2979.

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 Purchasing Agent to advertise and receive sealed bids for two (2) BMW 1250-RTP Motorcycles under IFB #T2979.

Background

This Invitation For Bid will help support the operations of the Williamson County Sheriff's Office. This expenditure will be charged to 01.0100.0560.005700. Funding was approved in the FY21 budget. Department contact will be Commander James David.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 02/04/2021

Reviewed By

Randy Barker

Andrea Schiele

Date

02/04/2021 10:17 AM

02/04/2021 10:27 AM

Started On: 01/28/2021 03:21 PM

Commissioners Court - Regular Session**15.****Meeting Date:** 02/09/2021

Change Request for ADT Commercial Elections Office Phase II

Submitted For: Randy Barker**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the change order request for an increase of \$831.00 from the original \$2,451.00 for a new total of \$3,282.00 for the ADT Commercial at the Elections Office Phase II originally approved by Commissioner's Court on 11/3/2020, Agenda Item #27, and authorizing execution of the change request.

Background

This change order is an increase of \$831.00 from the original cost of services at the Elections Office Phase II of \$2,451.00 for additional equipment and installation. The monthly service cost will remain the same at \$24.60 per month recurring service. Department Contact is Christi Stromberg. Funding Source for the installation is P434.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

change order

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 02/04/2021

Reviewed By

Randy Barker

Andrea Schiele

Date

02/04/2021 11:18 AM

02/04/2021 11:42 AM

Started On: 02/03/2021 08:01 AM



Branch:	6675	Sales Representative:	Jordan Blake	Today's Date:	2/2/2021
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Customer Information			
Business Name:	WILLIAMSON COUNTY FACILITIES	Phone:	(661)992-1106
Address:	3101 SE INNER LOOP GEORGETOWN, TX 786266317	Billing Address:	3101 SE INNER LOOP GEORGETOWN, TX 786266317
Customer No:	950992222	Sales Agreement No:	891060263

ANY AND ALL SERVICES PROVIDED BELOW ARE DEFINED IN AND SUBJECT TO THE MASTER TERMS AND CONDITIONS

This Change Order is intended to be made a part of that certain Schedule of Protection, Proposal and Sales Agreement ("Agreement") between ADT Commercial, a division of ADT LLC, ("ADT") and the Customer listed above for service at the location(s) listed below.

The Customer hereby agrees to pay ADT, its Agents or Assigns, the sum of **\$831.00** plus any applicable taxes. In addition, Customer agrees to pay Annual in advance the additional sum of **\$0.00**. Customer agrees to pay the total Licenses and Permit Charge of \$0.00 at the time of sale.

The parties agree that the Agreement of which this Change Order is made a part is and shall remain in full force and effect in accordance with all the terms and conditions thereof, modified only as specifically provided in this Change Order.

To the extent that there is any conflict or inconsistency between the master terms and conditions and this change order, the terms and conditions of this change order shall control.

Site Location Information			
Location Name:	WILLIAMSON COUNTY ELECTIONS OFFICE		
Address:	301 SE INNERLOOP STE. 102 AUSTIN, TX 78726	Phone:	(661)266-5652
Site #	300032534	Cell:	

Scope Of Work
<p>ADT is proposing to connect extend the elections office alarm system into the elections warehouse. All perimeter doors to the suite will have contacts, and there will be motion detection throughout the interior. All existing devices will be reutilized and connected to the system. New wires for existing devices will be ran to a zone expander which is to be located in the electrical room. The additional monthly fee represents warranty on all devices as well as an annual inspection of the additional devices.</p> <p>Protection One/ADT assumes all existing equipment (including wire) to be in proper working order. Any devices either existing or installed by others, that are found to be faulty or unusable may be eliminated from the system or, with Customer approval, be replaced by Protection One/ADT on a quoted basis.</p> <p>Change order additions:</p> <ul style="list-style-type: none"> (3) surface mount door contacts (3) motion detectors
Inclusions/Exclusions

Compliance

If I have provided or do provide ADT Commercial, a division of ADT LLC, ("ADT") with a phone number, including but not limited to a cell phone number, a number that I later convert to a cell phone number, or any number that I subsequently provide for billing and other non-solicitation purposes, I agree that ADT LLC ("ADT") may contact me at this/these number(s). I also agree to receive calls and messages such as pre-recorded messages, calls and text messages from automated dialing systems at the number(s) provided.

I confirm that I am the registered owner of all telephone number(s) that I have or will provide to ADT to contact me. If I have provided or do provide ADT with an email address, I agree that ADT may send me emails regarding my ADT Services or new ADT or third-party products and services. I may unsubscribe or opt out by calling 877.776.1911.

Signatures

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of equipment or provision of services to you. You acknowledge that you may not receive a copy of this Contract signed by ADT's Authorized Manager, but such lack of receipt shall not, in any way, invalidate or otherwise affect this Contract.

Customer Authorized Representative	Printed Name	Title	Date
ADT Representative	Printed Name	Title	Date
<i>Kenisha Black</i>	Kenisha Black	Commercial Sales Manager	2-3-2021
ADT Authorized Manager	Printed Name	Title	Date

Commissioners Court - Regular Session**16.****Meeting Date:** 02/09/2021**JJC RTU (P533) - Reliance WA#5****Submitted For:** Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving Work Authorization No. 5 for the Juvenile Justice Center RTU Replacement (P533) in the amount of \$97,646.00 to expire on April 12, 2022, under Williamson County First Amended and Restated Agreement for Architectural and Engineering Services between Williamson County and Reliance Architects, LLC., dated November 24, 2020.

Background

On November 24, 2020, the Williamson County Commissioners Court approved the First Amended and Restated Agreement for Architectural and Engineering Services which modifies the compensation method of the original agreement by setting forth that payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the County; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force as per Agreement for Architectural and Engineering Services dated effective January 30, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JJC RTU (P533) Reliance WA#5

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/03/2021 03:12 PM
County Judge Exec Asst.	Andrea Schiele	02/03/2021 06:12 PM
Form Started By: Wendy Danzoy		Started On: 02/03/2021 03:03 PM
Final Approval Date: 02/03/2021		



WORK AUTHORIZATION NO. 5

PROJECT: JJC RTU Replacement ("Project")

**ARCHITECT/
ENGINEER:**

Reliance Architecture, LLC ("A/E")
Antonio Naylor, President/Principal
1306 Barrington Dr.
Austin, TX 78753

COUNTY'S DESIGNATED

REPRESENTATIVE: **Williamson County Facilities Department**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS WORK AUTHORIZATION NO. 5, effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

ARTICLE 1

A/E shall provide Design and Engineering Services set forth in **Attachment A** of this Work Authorization.

ARTICLE 2

The maximum amount payable for Basic Services under this Work Authorization without modification is **Ninety Seven Thousand, Six Hundred Forty-Six Dollars (\$97,646)**, as set forth in **Attachment B** of this Work Authorization.

ARTICLE 3

Payment to A/E for the services established under this Work Authorization shall be made in accordance with the Agreement.

ARTICLE 4

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **April 12, 2022**, as set forth in **Attachment C** of this

Work Authorization. The Design and Engineering Services set forth in **Attachment A** of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

ARTICLE 5

This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ARTICLE 6

By execution of this Work Authorization, A/E and County agree that ALL previous Work Authorizations related to this Project are terminated and shall be supplanted by this Work Authorization.

ARTICLE 7

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement. It is further understood and agreed by A/E that County shall have the right to terminate the Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 8

This Work Authorization is hereby accepted and acknowledged below.

A/E:

COUNTY:

Reliance Architecture, LLC

Williamson County, Texas

By: 
Signature

By: _____
Signature

Antonio Naylor
Printed Name

Printed Name

President
Title

Title

Date Signed: 02/03/2021

Date Signed: _____

ATTACHMENT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analysis.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each PS&E package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any work on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Attachment / Exhibit C – Production Schedule. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within 30 days of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of quality control. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall not impact overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

SCOPE OF WORK:

Williamson County Juvenile Justice Center
200 Wilco Way, Georgetown, TX 78626
Project # P533-1045

1. Replace (47) existing Rooftop Units (RTUs) to mitigate issues identified in HVAC zone survey.
2. Renovate existing ducts, diffusers, and returns to mitigate issues identified in HVAC zone survey.
3. Integrating (58) DDC controls
4. Convert remaining electric heating units to gas heat
5. Retest Fire Alarm System and provide duct and CO detectors as required
6. Construction Administration
7. Commission HVAC systems
8. Project Closeout

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

Phase I - SCHEMATIC DESIGN – Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Analyze Preliminary Scope of Work to verify needs of County.
- B. Analyze preliminary construction budget to determine project feasibility.
- C. Investigate site/facility and verify known existing or available utility locations.
- D. For developed sites and occupied buildings, provide a construction phasing plan for minimal disruption to County operations during construction.
- E. If building a new structure, determine required foundation design from

geotechnical test data.

- F. Determine the latest locally adopted versions of the Americans with Disabilities Act Accessibility Guidelines (ADAAG), Texas Accessibility Standards of the Elimination of Architectural Barriers Act, Article 9102, Texas Civil Statutes, International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), International Plumbing Code (IPC), National Electric Code (NEC), National Fire Protection Association (NFPA), International Energy Conservation Code (IECC), applicable sediment and erosion control regulations, and any other applicable codes and ordinances.
- G. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- H. When applicable, consult with the Texas Historical Commission's Division of Architecture in development of plans and specifications to ensure that proposed work complies with practices recommended by Secretary of the Interior's Standards for Rehabilitation.
- I. When applicable, prepare recommendations and estimates for removal or remediation when asbestos containing materials or other hazardous substances are present.
- J. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT - Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following work:

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) architectural, structural, civil, mechanical, plumbing, electrical, hazardous material remediation, landscaping and irrigation and site work.
- C. When applicable, provide a plan with detailed site adaptation and utility extensions costs including letters of "commitment to provide services" from utility providers.
- D. Prepare a Design Development level cost estimate in a form acceptable to County.
- E. Submit Plans, Specifications, and all other required documentation for Site

Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS - Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following work:

- A. Prepare complete plans, specifications, and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, hazardous material remediation (when asbestos containing materials or other hazardous substances are present), landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following work:

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

- C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the local jurisdiction having review authority. If multiple review cycles are required, pay for any resubmittal fees required beyond initial fees paid by County.
- F. Receive TDLR plan review comments from the Registered Accessibility Specialist (RAS).
- G. Revise plans, specifications, and construction cost estimate as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following work:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. After receipt of bids by County, advise County whether or not bids received are fair and reasonable, and whether or not the contract should be awarded on the basis of the bids received. County will make the final decision as to whether a construction contract will or will not be awarded.
- C. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

Upon County acceptance of previous phase, A/E shall perform the following work:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

- B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.
- C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- E. Review progress estimates of work performed and invoiced by Contractor. Within one (1) week of receipt, submit written reviews to County.
- F. Coordinate TAS Inspection to be concurrent with Substantial Completion Inspection.
- G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
- H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following work:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT model or CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

\$ 97,646	100%
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8%	Reliance Architecture, LLC	\$ 7,706
92%	Hendrix Consulting (MEP Engineer)	\$ 89,940

Phase VI - CONSTRUCTION ADMINISTRATION	\$ 34,346	35%
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Reliance Architecture, LLC	\$ 7,706
Hendrix Consulting (MEP Engineer)	\$ 26,640

Phase VII - PROJECT CLOSE-OUT	\$ 63,300	65%
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Reliance Architecture, LLC	\$ -
Hendrix Consulting (MEP Engineer)	\$ 63,300

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Four Hundred Twenty-Seven (427) calendar days** from the date of this Work Authorization.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization Execution Date	02/09/21
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Phase V - BIDDING, AWARD, AND EXECUTION

Contract Award	03/11/21
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Phase VI - CONSTRUCTION ADMINISTRATION*

Contractor Notice to Proceed	03/18/21
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Construction Substantial Completion	12/13/21
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Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	01/12/22
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Work Authorization Termination Date	04/12/22
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Commissioners Court - Regular Session**17.****Meeting Date:** 02/09/2021

Fuelmaster Extended Maintenance Agreement

Submitted For: Randy Barker**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Fuelmaster Fuel Management System Extended Maintenance Agreement in the amount of \$12,622.50 with Syn-tech Systems Fuel Management Technologies for the term 03/23/2021 - 03/22/2022, under Sourcewell Contract #022217-SYS and authorizing execution of the agreement.

Background

This is an annual maintenance agreement for equipment in multiple Williamson County locations. A Vendor Performance Report (VPR) was prepared by the Fleet Department that reflects the vendor met contract agreement requirements and recommended renewal. The Fleet Department point of contact is Kevin Teller. The funding source is Software Maintenance, 0882.0882.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Fuelmaster Extended Maintenance Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 02/04/2021

Reviewed By

Randy Barker

Andrea Schiele

Date

02/04/2021 10:32 AM

02/04/2021 10:41 AM

Started On: 02/02/2021 03:29 PM



FUELMASTER® Fuel Management System

Extended Maintenance Agreement

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this day of **01/26/2021** Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

Williamson County
3151 S.E. Inner Loop, Suite B
Georgetown, TX 78626

This initial term of this agreement shall commence as of **03/23/2021** and shall continue for a term expiring **03/22/2022** at which time the services will be automatically renewed unless otherwise directed by the customer. Customer will have the option to accept or terminate the services when invoiced.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one-year warranty that all FUELMASTER® customers receive. It covers parts and telephone support labor for all FUELMASTER® components, both software and hardware, and provides free updates software/firmware, upon request. The customer will be sent replacement parts and a pre-paid label to return the defective parts. The customer must return the defective parts within seven business days. Support hours are 8:00 AM – 8:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Maintenance Level	FMU/Serial Number	Cost
Standard	FMU2500 S/N 8309 (CMF LUBE)	\$1,275.00
Standard	FMU2500 S/N 8312 (FLORENCE)	\$1,275.00
Standard	FMU2500 S/N 8314 (GRANGER)	\$1,275.00
Standard	FMU2500 S/N 8315 (TAYLOR)	\$1,275.00
Standard	FMU2500 S/N 9958 (FLORENCE PROPANE)	\$1,275.00
Standard	FMU2500 S/N 9985 (ROUND ROCK)	\$1,275.00
Standard	FMU2500 S/N 9986 (CEDAR PARK)	\$1,275.00
Standard	FMU2500 S/N 9987 (CMF PROPANE)	\$1,275.00
Standard	FMU3505 S/N 7704 (CMF-F)	\$1,275.00
Standard	FMU3505 S/N 7705 (CMF-E)	\$1,275.00
Standard	FMU3505 S/N 7706 (CMF-D)	\$1,275.00
SUBTOTAL		\$14,025.00
10% DISCOUNT		-\$1,402.50
TOTAL		\$12,622.50

**THERE IS A LATE FEE OF \$25.00 A MONTH PER UNIT UP TO SIX MONTHS OR A MAXIMUM OF \$150.00. AFTER SIX MONTHS, THERE IS AN AMNESTY FEE OF \$150.00 THAT INCLUDES VERIFICATION OF THE FUNCTIONALITY OF THE SYSTEM.- MULTIPLE YEARS OF MAINTENANCE MAY BE PURCHASED AT THE CURRENT RATE, BUT ALL YEARS MUST BE PURCHASED IN ADVANCE WITH ONE PAYMENT.*

Syn-Tech Systems, Inc. will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Syn-tech Systems, Inc. recognizes the confidentiality of each customer's software and database information, and will not disclose this information to any third party. Payment Industries Standards certify Syn-tech Systems, Inc. to PA-DSS requirements and all data must be securely maintained. Organizations under maintenance contract are provided a toll-free number and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics.

Software updates will be provided free of charge upon request. The exception to this is for those system operators with customized software. Each customized program will have to be quoted on an individual basis. Customers with Extended Maintenance will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or update to the new software/firmware. Changes in hardware are not covered by this agreement.

Under terms of this agreement, FUELMASTER® technicians will telephonically diagnose problems with the assistance of the customer to determine warrantable conditions, and possible problem solutions. Syn-Tech will replace all defective parts and provide telephonic assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that FUELMASTER® was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other fuel management systems are not designed this way and consequently do not offer warranties comparable to FUELMASTER®. This agreement does not cover site visits by FUELMASTER® technicians for repair.

Please note that damage resulting from acts of God, user abuse, accidents, faulty installation or operation is not covered under the warranty. This warranty specifically excludes any indirect, special, or consequential damages to include, but not limited to, loss of product, profit, or litigation fees. Additionally, associated equipment including valves, pulsers, printers, personal computers, pumps, oilers, dispensers, and other items not manufactured by Syn-Tech, are warranted only to the extent covered by the original manufacturer. Additionally, warranty is limited to approved locations (generally the United States of America) and is not transferable except by written permission of Syn-Tech Systems, Inc.

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, customer

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

- Delete references to “late fee” and “amnesty fee” at the top of page 2 and replace with: **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by customer in accordance with Texas Government Code Section 2251.025.
- **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.
- **Venue and Governing Law:** Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- **Right to Audit:** STS agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of STS which are directly pertinent to the services to be performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. STS agrees that customer shall have access during normal working hours to all necessary STS facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. customer shall give STS reasonable advance notice of intended audits.

THIS SPACE LEFT BLANK INTENTIONALLY

The parties of Syn-tech Systems, INC. and **Williamson County** deem this agreement to be executed by their duly authorized representatives on the Agreement date.

SYN-TECH SYSTEMS, INCORPORATED:

(Signature)

(Date)



01/26/2021

(Name)

Sara D. Fletcher

(Title)

Marketing Operations Manager

CUSTOMER:

(Signature)

(Date)

(Name)

(Title)

Commissioners Court - Regular Session**18.****Meeting Date:** 02/09/2021

Authorize issuing RFQ T3158 Design of CR 404

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services – Design of CR 404 under RFQ #T3158.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the planning and design of the proposed realignment of County Road 404 and County Road 132 from west of FM 3349 to west of County Road 401. It is anticipated that one or more firms will be selected to provide services for the project. It is also anticipated that the schedule for this project shall be extremely short and firms should demonstrate their ability to meet an aggressive schedule. The proposed roadway will be part of the Williamson County Arterial Roadway system. Point of Contact is Bob Daigh and Funding Source is 2019 Road Bond.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/04/2021 10:47 AM
County Judge Exec Asst.	Andrea Schiele	02/04/2021 11:01 AM
Form Started By: Johnny Grimaldo		Started On: 02/04/2021 08:51 AM
Final Approval Date: 02/04/2021		

Commissioners Court - Regular Session**19.****Meeting Date:** 02/09/2021

Alliance 2576 WA2 On Call Traffic Engineering Services

Submitted For: Terron Evertson**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$50,000.00 to expire on January 31, 2023 under Williamson County Contract for Engineering Services between Alliance Transportation Group, Inc. and Williamson County dated March 10, 2020 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Alliance 2576 WA2 On Call Traffic Engineering Services

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/04/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

02/04/2021 11:29 AM

02/04/2021 11:42 AM

Started On: 02/04/2021 10:33 AM

WORK AUTHORIZATION NO. 2

PROJECT: On Call Traffic Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 10, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$50,000.00.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on January 31, 2023. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2021.

ENGINEER:

Alliance Transportation Group, Inc.

By: 
Signature

Clint Jumper, P.E.
Printed Name

VP, Engineering
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review, and oversight
- Required traffic counts

Attachment B

Services to be Provided by the Engineer

Task 1: On-Call Traffic Engineering Services

ATG will provide support for any requests from Williamson County staff for traffic engineering needs on an on-call basis, including observations and studies for the following:

- Speed zones
- Safe routes to school
- School zones
- Signal and stop-sign warrants
- pedestrian crosswalks
- Signal timing analyses
- Sight Distance
- Crash/safety analysis
- Other traffic studies needed to address any safety or operational concerns

Deliverables:

ATG will provide appropriate documentation for all support as agreed upon with the County for each request.

Attachment C

Work Schedule

Engineer shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Engineer and authorization to proceed on assigned services.

Attachment D

Fee Schedule

Rate Schedule – Alliance Transportation Group, Inc.

Labor Classification	Labor Rate
Project Principal	\$ 290
Senior Project Manager	\$ 274
Project Manager	\$ 248
Senior Engineer	\$ 213
Project Engineer	\$ 194
Traffic Engineer	\$ 162
Engineer-in-Training	\$ 125
Senior Engineering Technician	\$ 145
Engineering Technician	\$ 105
Jr Engineering Technician	\$ 65
Project Administrator	\$ 109
Clerical	\$ 86
Planner I/II	\$ 105
Planner III	\$ 135
Travel Demand Modeler I/II	\$ 140
Travel Demand Modeler III	\$ 180
Sr Travel Demand Modeler/Planner	\$ 213

DIRECT EXPENSES - Alliance Transportation Group

Description	Unit	Cost/Unit
Overnight Mail - Letter Size	each	\$ 25.00
Overnight Mail - Overside Box	each	\$ 30.00
Courier Services	each	\$ 50.00
Photocopies B/W (8 1/2" x 11")	each	\$ 0.25
Photocopies B/W (11" x 17")	each	\$ 0.50
Photocopies Color (8 1/2" x 11")	each	\$ 1.00
Photocopies Color (11" x 17")	each	\$ 2.00
Plots (B/W on Bond)	square foot	\$ 6.00
Plots (Color on Bond)	square foot	\$ 8.00
CDs	each	\$ 0.50

Rate Schedule – CobbFendley

Traffic Engineering	
Labor Classification	Labor Rate
Senior Engineer V or Principal	\$ 290.00
Senior Engineer IV or Project Manager V	\$ 270.00
Senior Engineer III or Project Manager IV	\$ 235.00
Senior Engineer II or Project Manager III	\$ 220.00
Senior Engineer I or Project Manager II	\$ 195.00
Engineer III or Project Manager I	\$ 170.00
Engineer II	\$ 150.00
Engineer I	\$ 125.00
Graduate Engineer	\$ 105.00
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	\$ 165.00
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	\$ 145.00
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	\$ 125.00
Technician III (GIS, Telecom, Utility, CAD, Field)	\$ 100.00
Technician II (GIS, Telecom, Utility, CAD, Field)	\$ 80.00
Technician I (GIS, Telecom, Utility, CAD, Field)	\$ 60.00
Construction Manager III	\$ 280.00
Construction Manager II	\$ 230.00
Construction Manager I	\$ 185.00
Construction Observer III	\$ 155.00
Construction Observer II	\$ 130.00
Construction Observer I Sr Right-of-Way Agent III or ROW Project Manager III	\$ 250.00
Sr Right-of-Way Agent II or ROW Project Manager II	\$ 200.00
Sr Right-of-Way Agent I or ROW Project Manager I	\$ 180.00
Right-of-Way Agent III or ROW Attorney	\$ 160.00
Right-of-Way Agent II	\$ 140.00
Right-of-Way Agent I	\$ 110.00
Right-of-Way Technician	\$ 100.00
Administrative	\$ 105.00
Clerical	\$ 80.00
Field Data Device	\$40.00/unit

Subsurface Utility Engineering	
Labor Classification	Labor Rate
Two-Man Designating Crew (4-Hour Minimum)	\$ 170.00
One-Man Designating Crew (4-Hour Minimum)	\$ 110.00
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$ 315.00
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 8000) (4-Hour Minimum)	\$ 295.00
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$ 260.00

Survey	
Labor Classification	Labor Rate
Licensed State Land Surveyor	\$ 235.00
Senior Registered Professional Land Surveyor	\$ 210.00
Registered Professional Land Surveyor	\$ 170.00
4 Person Survey Crew	\$ 190.00
3 Person Survey Crew	\$ 170.00
2 Person Survey Crew	\$ 145.00
1 Person Survey Crew	\$ 105.00
2 Person Hy-Drone Crew	\$ 340.00
2 Person UAV Drone Crew	\$ 235.00
Helicopter Flight Crew Rotary Wing Aircraft (Includes Pilot and LIDAR Operator),	\$ 2,500.00
Helicopter Mobilization Rate – From Base South of Houston	\$ 1,500.00
LIDAR Mobile Mapping System, (Includes Vehicle Operator, LIDAR Technician mileage on project and fuel) (Does not include travel to project)	\$6,150/Day

DIRECT EXPENSES - CobbFendley

Description	Unit	Cost/Unit
In-House Reproduction:		
Copies (Up to 11" x 17")	Each	\$ 0.15
Color Prints (Up to 11" x 17")	Each	\$ 1.50
Color Prints (Larger than 11" x 17")	Each	\$ 3.00
Bluelines (All Sizes)	Each	\$ 1.00
Bond Prints (All Sizes)	Each	\$ 2.00
Mylar Prints	Each	\$ 12.00
Vellum Prints	Each	\$ 9.00

Rate Schedule –CJ Hensch

Labor Classification	Labor Rate
Administrative/Clerical	\$ 52
Support Manager 10+	\$ 131
Traffic Technician 5-15	\$ 48
Traffic Technician - Junior 1-5	\$ 42
Traffic Technician - Senior 15+	\$ 59

DIRECT EXPENSES - CJ Hensch

Description	Unit	Cost/Unit
24-Hour Automated Tube Counts - Volume	per counter/day	\$ 150.00
24-Hour Automated Tube Counts - Speed or Class	per counter/day	\$ 225.00
2-hour Turning Movement Count, Minor Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 220.00
2-hour Turning Movement Count, Major Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 400.00
Travel Time Runs in DMI-Equipped Vehicle (Includes labor and mileage)	hour	\$ 160.00
Travel Time Runs in DMI-Equipped Vehicle (Includes labor and mileage)	hour	\$ -
Travel Time Run Processing	hour	\$ 65.00
Travel Time- MAC Address (with Turning Movement Count)	per hour /unit	\$ 45.00
Travel Time- MAC Address (without Turning Movement Count) (4 hour minimum)	per hour /unit	\$ 90.00
Additional Hours Turning Movement Traffic Data Collection	hour	\$ 110.00
13-hour Turning Movement Count, Minor Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 750.00
13-hour Turning Movement Count, Major Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 1,350.00
24-hour Turning Movement Count, Minor Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 1,100.00
24-hour Turning Movement Count, Major Intersection, Weekday 3 Vehicle Classification Count including Pedestrians and Bicycles	each	\$ 1,700.00
Spot Speed Study (2 Hours or 150 Vehicle)	each	\$ 200.00

Rate Schedule – Surveying and Mapping

DIRECT EXPENSES - Survey And Mapping

Labor Classification	Labor Rate
Principal	\$ 200.00
Senior Project Manager	\$ 175.00
Project Manager	\$ 150.00
Senior Survey Technician	\$ 110.00
Survey Technician	\$ 98.00
Two (2) Person Survey Field Crew	\$ 155.00
Three (3) Person Survey Field Crew	\$ 195.00
Additional Rodperson, Chainperson, Flagperson	\$ 30.00
One (1) Person Survey Field Crew	\$ 115.00
Project Coordinator – Mobile LiDAR	\$ 120.00
Mobile LiDAR Processing Technician	\$ 120.00
Project Coordinator - AM	\$ 120.00
Certified Photogrammetrist	\$ 125.00
Analytical Triangulation Specialist	\$ 110.00
Aerial Mapping Technician	\$ 98.00
Orthophoto Specialist	\$ 98.00
Mapping Editor	\$ 98.00
Aerial Office Technician	\$ 65.00
Project Coordinator - AP	\$ 120.00
Aerial Processing Technician	\$ 100.00
Project Coordinator - FWAL	\$ 120.00
Airborne LiDAR Processing Technician	\$ 100.00
HAL Processing Technician	\$ 98.00
Project Coordinator - HAL	\$ 120.00
Helicopter Flight Crew Rotary Wing Aircraft	\$ 205.00
Helicopter LiDAR Processing Technician	\$ 125.00
Department Manager (SUE)	\$ 200.00
Sr. Project Manager (SUE)	\$ 195.00
Project Manager (SUE)	\$ 177.00
Senior Engineer (SUE)	\$ 177.00
Utility Coordinator	\$ 125.00
Senior Utility Coordinator	\$ 165.00
Utilities Field Inspector	\$ 109.00
Senior Utilities Field Inspector	\$ 129.00
Engineer in Training	\$ 124.00
Phase Manager (SUE)	\$ 124.00
Senior Office Technician (SUE)	\$ 124.00
Office Technician (SUE)	\$ 102.00
Administrative Assistant	\$ 78.00
Field Coordinator/ Field Supervisor	\$ 150.00
Three (3) Person SUE Locating Crew (W/ Equipment)	\$ 279.00
Two (2) Person SUE Field Crew (W/ Equipment)	\$ 190.00
One (1) Person SUE Designating Crew (W/ Equipment)	\$ 100.00
Vac Crew Rate (includes 1 unit with 2-man crew)	\$ 247.00
Vac Crew Rate (overtime) (weekends, work exceeding 8	\$ 265.00

Description	Unit	Cost/Unit
Control Monuments	Each	\$ 90.00
Ground Target (Includes paint, panel material, etc.)	Each	\$ 20.00
GPS Receiver	Hour	\$ 25.00
Terrestrial Laser Scanner	Hour	\$ 100.00
LiDAR Workstation	Hour	\$ 15.00
Helicopter Rate	Hour	\$ 1,450.00
Fixed Wing Aircraft Rate	Hour	\$ 1,300.00
Aerial LiDAR System	Day	\$ 700.00
Digital Imagery Processing	Each	\$ 32.00
LiDAR Mobile Mapping System	Day	\$ 6,500.00
Aerial Photography Flight Crew (Fixed Wing Aircraft)	Hour	\$ 205.00
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	Hour	\$ 120.00
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	Hour	\$ 325.00
AP Transit Miles	Mile	\$ 12.00
AP Project Flight Miles	Mile	\$ 32.00
AP ABGPS Processing	Project	\$ 3,000.00
FWAL Transit Miles	Mile	\$ 12.00
FWAL Project Flight Miles	Mile	\$ 32.00
B&W Processing (film, development, scanning)	Each	\$ 10.00
CIR Processing (film, development, scanning)	Each	\$ 10.00
Color Processing (Film, development, scanning)	Each	\$ 15.00
Digital Image Processing	Each	\$ 27.00
Ground Penetrating Radar (Adder to Designating Crew Rate)	Day	\$ 400.00
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	Day	\$ 35.00
Flashing Arrow Board, warning signs (w/stands and traffic cones)	Day	\$ 38.00
ATV or Utility Vehicle	Day	\$ 75.00
Environmental Supplies (Paint, Flags, Lath, Stakes)	Day	\$ 25.00
Pavement Coring	Core	\$ 300.00
Agency As-built Information (Reproduction) Fees	Copy	\$ 10.00
Additional Vehicle (Required for safety or materials)	Day	\$ 200.00
Roadway Bonding Agent	bucket	\$ 110.00

Rate Schedule –LJA

Labor Classification	Labor Rate
Principal (20+ years)	\$ 285.00
Project Manager (10 to 20 years)	\$ 235.00
Deputy Project Manager (*) (10 to 20 years)	\$ 220.00
Senior Technical Advisor (15+ years)	\$ 205.00
Quality Manager (10 to 20 years)	\$ 220.00
Senior Engineer (15+ years)	\$ 223.00
Project Engineer (10 to 15 years)	\$ 197.00
Design Engineer (5 to 10 years)	\$ 166.00
Utility Engineer (5 to 10 years)	\$ 153.00
Engineer-In-Training (1 to 5 years)	\$ 121.00
Senior Engineer Tech (15+ years)	\$ 137.00
Engineer Tech (5 to 15 years)	\$ 128.00
Junior Engineer Tech (1 to 5 years)	\$ 86.00
Senior CADD Operator (15+ years)	\$ 118.00
CADD Operator (5 to 15 years)	\$ 102.00
Junior CADD Operator (1 to 5 years)	\$ 83.00
Admin/Clerical (years)	\$ 80.00

DIRECT EXPENSES - LJA

Description	Unit	Cost/Unit
Photocopies B/W (11" X 17")	each	\$ 0.40
Photocopies B/W (8 1/2" X 11")	each	\$ 0.20
Photocopies Color (11" X 17")	each	\$ 2.50
Photocopies Color (8 1/2" X 11")	each	\$ 1.50
Cardstock Color (8 1/2" X 11")	each	\$ 2.00
Digital Ortho Plotting	each	\$ 5.00
Plots (B/W on Bond)	SF	\$ 2.50
Plots (Color on Bond)	SF	\$ 6.00
Plots (Color on Photographic Paper)	SF	\$ 10.00
Color Graphics on Foam Board	SF	\$ 15.00
Presentation Boards 30" X 40" Color Mounted	each	\$ 100.00
Report Printing	each	\$ 200.00
Report Binding and tabbing	each	\$ 20.00

Commissioners Court - Regular Session**22.****Meeting Date:** 02/09/2021

COA Homeless

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 instructing General Counsel of the Williamson County Commissioners Court to interview law firms and provide a recommendation of a law firm to represent Williamson County in relation to the filing of a lawsuit to enjoin the City of Austin from operating and using any property in Williamson County for the temporary or permanent housing of homeless individuals in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 02/05/2021

Reviewed By

Andrea Schiele

Date

02/05/2021 08:39 AM

Started On: 02/05/2021 08:27 AM

Commissioners Court - Regular Session**23.****Meeting Date:** 02/09/2021

Vaccination First 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 ratifying a First Amended and Restated Professional Services Agreement for Coronavirus Disease (COVID-19) Vaccine Administration between Williamson County, Texas and Family Emergency Room, LLC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

First Amd Restated Vac Admin Agreement FER

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 02/04/2021

Reviewed By

Andrea Schiele

Date

02/04/2021 10:26 AM

Started On: 02/04/2021 09:51 AM



**FIRST AMENDED AND RESTATED
WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR
CORONAVIRUS DISEASE (COVID-19)
VACCINE ADMINISTRATION AGREEMENT**

This First Amended and Restated Professional Services Agreement for Coronavirus Disease (COVID-19) Vaccine Administration Agreement ("Agreement") is entered into by and between the Williamson County, Texas, a political subdivision of the State of Texas (hereafter referred to as "County") and Family Emergency Room, LLC also dba Family Hospital System (hereafter referred to as "Provider"). Provider and County 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 County and Provider. The purpose of this engagement is for Provider to leverage its expertise, vaccination infrastructure and vaccination site capacity to assist with the County'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 County 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 County's geography.

Provider is a qualified provider and 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, Provider will proceed with hiring and managing vaccination teams and

acquiring the equipment necessary to deliver COVID-19 vaccination in the County's geography and in support of the County's plans for population-scale immunization against COVID-19.

II. TERM

The term of this Agreement is effective as of January 19, 2021 and shall commence immediately upon signature by all parties and terminate when all of the obligations under this Agreement are fully satisfied, but in any event no later than December 31, 2021, unless terminated or extended, in whole or in part, as provided herein.

III. PAYMENT

Provider may bill health insurance plans for insured patients for the vaccinations or bill Federal and/or State sources of funding (*i.e.* CARES Act funding and other available sources of State and/or Federal funding) for uninsured persons; provided, however, neither the County nor vaccine recipients will receive a bill for the balance of any unreimbursed individuals. Billing of patient insurance for the cost of vaccine administration shall be according to rates and guidelines set forth by the CDC, CMS, or other applicable law, statute, or regulation. Provider shall bear the risks incidental to performance hereunder and seek necessary insurance. Provider may avail itself of any funding assistance through the provider relief fund: <https://www.hhs.gov/coronavirus/cares-act-provider-relief-fund/index.html>.

As reimbursement for Provider's actual costs associated with administering the vaccinations under this Agreement, which such costs may include, but not be limited to Personal Protective Equipment (PPE), staffing, data entry, vaccine storage and other supply costs necessary to administer the vaccines (the "Reimbursable Costs"), the County agrees to pay Provider \$20.00 per patient for the first 20,000 Williamson County patients and \$15.00 per Williamson County patient thereafter. The Reimbursable Costs shall include two doses of vaccine, if two doses are required. The Agreement shall not exceed 175,000 patients. Provider shall provide weekly reports containing number of patients vaccinated during the preceding week. Provider shall not bill the County under this Agreement for vaccination of Williamson County employees or FHS employees, nor shall Provider bill County for any costs that may not be reimbursed under applicable law, statute, or regulation.

Additionally, on a weekly basis, Provider shall invoice County for the Reimbursable Costs incurred during that week. County's payment of those invoices 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.

IV. DESCRIPTION OF SERVICES

A. PROVIDER RESPONSIBILITIES

Provider agrees to the terms of this Agreement and shall, during the term of this Agreement, commit to and perform the following duties to fulfill its obligations under this Agreement:

1. Provider shall make best efforts to perform its duties in accordance with all state and federal laws and regulations in order to maintain its Hub status;
2. Administer vaccines to citizens;
3. Coordinate vaccination sites, locations and/or clinics in accordance with medical, clinical, and best practices for the safety of patients and site personnel;
4. Deploy Provider's own software platform for scheduling clinics and managing patient information.
5. Coordinate with the County and the County's designees to develop a model for COVID-19 vaccination at fixed sites and, if possible, at mobile clinics. The parties shall mutually agree to vaccination sites.
6. Transfer of vaccines to other Providers shall be within Provider's sole discretion.
7. Provider's communication and outreach team will work with County to align messaging and communication efforts regarding this effort.
8. Participate in weekly, joint update meetings at a date and time agreed by the parties.

B. COUNTY RESPONSIBILITIES

The County agrees to the terms of this Agreement and shall commit to and perform the following duties to fulfill its obligation under this Agreement:

1. County shall make best efforts to perform its duties and coordination of support services in accordance with all state and federal laws and regulations in order that Provider may maintain its Hub status;
2. Coordinate with Provider to provide support services for Provider's COVID-19 vaccination efforts throughout the term of this Agreement, including wi-fi, registration, and call support as may be needed as the efforts to expand vaccination and assistant services grow.
3. Maintain a clear channel of communication with Provider to address status or needs which arise with COVID-19 vaccine management.
4. Provide support with a communication plan that includes assistance in disseminating information to the public which may include a multi-faceted approach using social media, press releases, and web site communications, as well as creating and maintaining a dashboard to track the number of vaccines administered, sites where vaccines are available, and links to Provider's online appointment system.
5. Work with Provider to develop a model for COVID-19 vaccination at fixed sites and, if possible, 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. County:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626
Email: ctyjudge@wilco.org
Phone: (512) 943-1550

With copy to:

Williamson County Office of Emergency Management
Attn: Michael Shoe, Director/EM Coordinator
911 Tracy Chambers Lane
Georgetown, TX 78626
Email: michael.shoe@wilco.org
Phone: (512) 864-8267

2. Provider:

Family Emergency Room, LLC
c/o Henry Higgins, Chief Executive Officer
3620 E Whitestone Blvd.
Cedar Park, TX 78613
Email: hhiggins@familyemergencyroom.com

With copy to: Family Emergency Room, LLC
ATTN: Legal Department
1464 E Whitestone Blvd., Suite 1101
Cedar Park, TX 78613
Fax: (512) 628-3428
Email: nsnyder@familyemergencyroom.com

VI. LIMITATION OF LIABILITY, INDEMNIFICATION, AND INSURANCE

Warranty: Provider represents that all protected health information (PHI) will be encrypted and protected within Provider's systems in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and implementing regulations and will use PHI solely for the Services provided for herein and in accordance with each individual's authorization/consent

Limitation of Liability: Except as otherwise set forth in the Agreement, Provider makes no other warranties, express or implied, with respect to Services and all other warranties are hereby disclaimed. 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, costs of cover, and regardless of whether such damages arise from claims based upon contract, negligence, tort or other.

Indemnity:

Provider acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to Provider; therefore, all references of any kind to County indemnifying, holding or saving harmless any other party, including but not limited to Provider, for any reason whatsoever are hereby deemed void and deleted.

IN NO EVENT SHALL ANY PROVISION IN THIS Agreement BE CONSTRUED AS A WAIVER OF STATUTORY IMMUNITY PROVIDED TO PROVIDER 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.

Furthermore, nothing in this Agreement shall be deemed to waive, modify or amend any legal

defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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 Agreement, in amounts that Provider deems necessary.

County hereby certifies that it is a political subdivision of the State of Texas; and, since claims against County are subject to the liability and damage limitations of the Texas Tort Claims Act, County has chosen to self-insure rather than to obtain insurance coverage for its residual liability. County's full faith and credit, therefore, stands behind any lawful claims against it, its officials, employees, or agents.

VII. CONFIDENTIALITY

(a) Confidential Information: Provider and County acknowledge that they may gain access to the confidential business information of the other and/or its affiliates in the course of performing their obligations under this Agreement. Except as required by law or legal process, Provider and County 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 this Agreement or as required by law or legal process) or disclose, disseminate or make available to third parties, except the County's affiliates, information related to proprietary research techniques and technology, types of supplies, pricing for supplies, patient information (including 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"). Provider and County 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 Provider, Provider 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

Provider shall maintain accurate and complete records of its activities and operations and, if legally required, with reasonable advance notice from County, during Provider's normal business hours, allow County access to examine or audit these activities and operations. These records shall be maintained by Provider and made available to County during the term of this Agreement and for a period of three years thereafter. If an audit of Provider is conducted by a Federal or State Auditor,

Provider shall provide a copy of the report to County within thirty days.

IX. RECORDS INSPECTION

If applicable to Provider and required by law, in accordance with State or Federal law and pursuant to this Agreement, at any time with reasonable advance notice to Provider, during normal business hours and as often as either the County, its designees, the Federal or State government may deem necessary, Provider must make available for examination all of its records with respect to all matters covered by this Agreement. The County, 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. Provider agrees to provide any reports requested by the County or County 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 Provider shall use its reasonable efforts to complete any books and records relating to the services of Provider 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 hereunder. 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, reorganization, 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 inures 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 County and Provider 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 Williamson County, Texas.

Waiver: The failure of either Party to this Agreement to exercise or enforce any right conferred 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 unenforceable, 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: Provider acknowledges that this is a non-exclusive arrangement and that this Agreement places no restrictions on County's ability to use other service providers and that County does not guarantee any minimum number of vaccinations to be referred to Provider 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.

Effect on Other Agreements. As of the execution of this Agreement, County and Provider are currently parties to an agreement for the vaccination of County's Emergency Services Personnel, County's employees who meet the eligibility requirements for vaccination as set by the State of Texas and potentially Williamson County Municipal, Emergency Services District and Volunteer Fire Department Personnel. This Agreement shall not supplant, affect or otherwise amend the Parties' aforementioned agreement or amendments to any existing agreement for vaccination services.

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective on the date set out herein.

COUNTY

WILLIAMSON COUNTY, TEXAS

Name: Bill J. Smully
Position: As Presiding Officer of the
Williamson County Commissioners Court

Date: February 2, 20 21

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 (Feb 2, 2021 05:50 CST)
Henry L. Higgins, Managing Member

Date: February 2, 2021

Commissioners Court - Regular Session**24.****Meeting Date:** 02/09/2021

Germer Ambler

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 supplementary engagement of the law firm of Germer PLLC to represent Williamson County in relation to Civil Action No. 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; 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
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Attachments

Germer Eng Letter - Javier Ambler Litigation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 02/03/2021

Reviewed By

Andrea Schiele

Date

02/03/2021 12:24 PM

Started On: 02/03/2021 11:34 AM

February 1, 2021

Mr. Hal C. Hawes
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626

VIA EMAIL TRANSMITTAL
hhawes@wilco.org

Re: **Javier Ambler, Sr. and Maritza Ambler, individually, on behalf of all wrongful death beneficiaries of Javier Ambler, II, on behalf of the Estate of Javier Ambler II, and as next friends of J.R.A., a minor child; and Michelle Beitia, as next friend of J.A.A., a minor child v. Williamson County, Texas; Civil Action No. 1:20-cv-01068-LY; In the United States District Court for the Western District of Texas, Austin Division**
Germer No.: 102215

Dear Hal,

This will confirm our supplemental attorney fee proposal for our representation of Williamson County in the above referenced lawsuit, on the following terms:

1. Williamson County will supplement the current Travelers Associate rate (of \$165/hr), on the following limited basis:
 - a. Senior Trial Counsel / Senior Associate \$35/hr.;
2. This arrangement is currently capped at a maximum contribution by the County of \$75K.
3. We will submit our itemized supplemental invoices monthly, and the County agrees to pay same within thirty (30) days of receipt.

If the County agrees to the foregoing terms, please return a signed copy to my office.

Mr. Hal C. Hawes
February 1, 2021
Page -2-

We look forward to continuing to represent the County in this matter. Please feel free to call with any questions.

Sincerely,

GERMER PLLC



Larry J. Simmons

LJS:kkw

AGREED TO BY:

DATE: _____

By: _____
Williamson County, Texas

Commissioners Court - Regular Session**25.****Meeting Date:** 02/09/2021

Request for Renewal of the Williamson County Veterans Treatment Court Program

Submitted By: Joell Guzman, County Court At Law #2**Department:** County Court At Law #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on request to apply for grant funding through the Office of the Governor for continuation of support for the Williamson County Veterans Treatment Court program and approval of the grant resolution.

Background

This is a grant for continuation of grant funding through the Office of the Governor for the highly successful Veterans Treatment Court, that is presided over by Judge Laura Barker. There is no match required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renwal Grant Request

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Joell Guzman

Final Approval Date: 02/01/2021

Reviewed By

Andrea Schiele

Date

02/01/2021 10:03 AM

Started On: 01/22/2021 01:50 PM

Grant Title/Project Name:	Renewal-Veterans Treatment Court #2758108
Department:	County Court at Law #2
Requestor:	Jo-Ell Guzman
Contact Email:	joell.guzman@wilco.org
Contact Phone Number:	5129431568
Start Date:	9/1/2021
End Date:	8/31/2022
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	<p>This grant is a renewal of services for the Williamson County Veteran's Treatment Court Program. The grant helps with costs associated with the WCVTC program such as a portion of personnel costs, mental health services, travel and training. Software yearly fee.</p> <p>Eligibility Requirements</p> <p>1. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.</p> <p>Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions</p> <p>Funding Announcement: Specialty Courts Grant Program, FY2022</p> <p>4</p> <p>within five business days to the Criminal Justice Information System at the Department of Public Safety.</p> <p>2. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.</p> <p>3. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in</p>

accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2022 or the end of the grant period, whichever is later.

4. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).

5. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>. Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Select the type of grant your department is applying for:

State

What is the amount of the grant?

\$98,800.00

Please provide a breakdown of the total cost above.

Personnel \$84,855.00

\$27,568 (J.O.) This position will monitor participants' progress in the program; attend staffing and court hearings; coordinate V.A. and other treatment options; document progress of participant activities; and coordinate court appearances and other services for participants. The officer will also monitor the case during the probation term as per TDCJ-CJAD caseload standards. We are requesting OOG funds to cover 50% of the base salary, retirement, and insurance costs. 50% of the base salary of \$36,730.00+ FICA (7.65%) \$2,810 + worker's comp \$119 + retirement (14.56%) \$5,348 + County insurance \$10,128 = \$55,135 annually. 50% of \$55,135 = \$27,568.

\$57,287 (J.G.) The position of Court Coordinator for the Veterans Treatment Court. The position will interview eligible applicants, monitor documents and veterans' application process, Coordinates and participates in WCVTC pre-hearings, hearings, team meetings, and Steering Committee meetings. Manages daily operations and filing systems. Creates dockets, prepares reports for staffing meetings, and assures timely dissemination of compliance information. Identifies WCVTC problem areas and recommends possible solutions. Participates in performing statistical analysis and program evaluation of WCVTC. Participates in collecting data and maintaining the DIMS (Court Case Management) software used by WCVTC. Assists in

developing the team resource strategy to acquire funding, prepare grant applications, and build linkages by supporting the team in community outreach activities. Monitors grant deadlines and requirements. Creates supporting materials and disseminates them to stakeholders and service providers. Creates and distributes marketing materials. Conducts initial and follow-up screenings of Treatment Court Participants. Assists in compiling, writing, editing, and updating Treatment Court policy and procedures and program manuals. Periodically evaluates WCVTC operations using the Ten Key Components of Veteran Treatment Courts and communicates their findings to the Treatment Court Team; organize graduation events and team training; and special activities for veterans. We are asking for OOG funds to cover 80% of the base salary of \$50,210+ FICA (7.65%) \$3,841 + worker's comp \$119 + retirement (14.56%) \$7,311 + County insurance \$10,128 = \$71,609 annually. 80% of \$71,609 = \$57,287.

Travel and training \$ 6102.00

\$4532.00 - In-state registration fees, training, and/or travel, we have found the TASC State conference [\[LB1\]](#) beneficial for the project team. We are requesting funding to send four team members to the conference TBD for 2022. The approximate cost breakdown per person is: Hotel \$149.00/night x 3 nights = \$447 + registration fee \$260 + round trip mileage from Georgetown to TBD = approximately 489 miles x IRS rate of 56.5 cents/mile = \$276/vehicle + per diem of \$50/day x 3 days = \$150 or \$1133.00/person. Funding would allow four Project Team members to attend the In-State conference. \$1133.00/person x4 Project Team members = \$4532.00. Requesting \$4532.00.

\$500.00 - In-state incidentals and/or mileage- Monthly expenses for the case manager and grant personnel incurred from field/home visits, counseling sessions, court sessions, program-related travel. Williamson County will use the IRS reimbursement rate, which is currently 0.565 cents per mile.

\$610.00 – A training course for program manager --Moral Reconation Therapy (MRT): Has been used with individuals in the justice system. MRT has been used to help reduce recidivism by using cognitive behavioral techniques. MRT has workbooks that individuals can use and work through while learning these new skills. MRT has several different focuses: trauma, domestic violence, anger management, parenting, and a curriculum that focuses specifically on Veterans. In 2008, MRT was given the status of an "Evidence-Based Program" by SAMHSA.

\$460.00-2-day intensive training course for program manager—MRT Trauma/Veteran Trauma Training --Intensive Training uses lectures, discussions, and experiential exercises to explore clients' dynamics and basic personality traits. Presentation of the outcome research on MRT effectiveness. Demonstration and explanation of the MRT method (primary characteristics, evolution, and application) as a cognitive-behavioral treatment. Up to four hours of additional "homework" further prepares trainees to facilitate MRT group counseling. During the training, each facilitator receives a copy of the following: MRT workbook, MRT Facilitators Handbook (contains information on the group process, specific objective criteria, and guidelines for all exercises and tasks in MRT, as well as detailed "how-to" instructions) Understanding and Treating Antisocial Personality Disorder Reprints of 10 journal articles on outcome data on –MRT programs Effective Counseling Approaches (contains a description of cognitive-behavioral approaches, cognitive restructuring, and cognitive skills programs) 1 CD with two exercises: 5-Minute Stress Manager and Imaginary Future (used to train facilitators how to get clients to set appropriate long-term goals).

Contractual and Professional Services \$3280.00[\[JEG2\]](#)

\$3280.00- Substance Abuse Related Case Management, Counseling, Outpatient and/or Treatment Services. Vendor services for using an evidence-based approach to treat substance used disorders by assisting with the fees associated with entry into these services. Costs associated for detox assessment at a private treatment facility \$120.00 4 veterans at \$120.00 per assessment = \$480.00), Individual short term Counseling

sessions with a private licensed professional counselor \$80.00, per session (7 veterans x 4 sessions @ 80.00 per session=\$2800.00).

Equipment supplied and direct Operating Expenses \$4563.00

\$1,800.00 - License Fees for Cloud-based specialty court management for DIMS software to improve the efficiency of monitoring and tracking veterans' progress in the VTC program. The software has encryption and is HIPAA compliant.

\$1,100.00-License fees for a RANT assessment tool to assess the risk and need of veterans coming into the Veterans treatment court encryption and HIPAA compliant

\$1,000.00 MRT Trauma/Veteran Training workbooks

\$663.00 - Office and Graduation Supplies - Purchase copy paper for weekly dockets, colored paper reams for color code fliers, graduation certificates, postage, pens, and other office products for grant personnel, dog tags awarded to Veterans for progress during the treatment program, which are presented at graduation in a shadow box upon successful completion of the program.

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?	NR
How is this item request different from any similar assets currently in the County and/or region?	NR
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	If funding request is not granted then program service costs for our Veterans would be cut and/or diminished.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	3
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	no change
Where will the item be stored?	NR
What is the useful life of the item?	NR
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?	NR
How will this item be funded when the grant ends?	If funding request is not granted then program service costs assistance for our veterans would be cut. and/or diminished. Some or all of the costs would fall on the County to keep specialty court program.
What is the overall budgetary impact? (i.e.	NR

revenue generation, expense reduction, etc.)	
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	NR
What is the cost and frequency to maintain/update the additional equipment?	NR
What is the impact of this grant application on other internal/county departments?	NR
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	Yes
If yes, how much is the match amount?	
ID	70
Version	1.0
Attachments	False
Created	2/1/2021 8:57 AM
Created By	Jo-Ell Guzman
Modified	2/1/2021 8:57 AM
Modified By	Jo-Ell Guzman

Commissioners Court - Regular Session**26.****Meeting Date:** 02/09/2021

Acceptance of CTCL grant extension

Submitted For: Chris Davis**Submitted By:** Jenifer Favreau,
Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting a six-month extension of the Grant Agreement between Williamson County and the Center for Tech and Civic Life (CTCL) to allow for the expenditure of \$38,568.52 in remaining grant funds.

Background

The Court previously approved acceptance of \$263,644.00 in grant funds from the CTCL COVID-19 Response Grant Program on September 29, 2020. The original grant project period expired on December 30, 2020. CTCL has offered an extension through June 30, 2021. During the course of the November 3, 2020 election, funds in the amount of \$225,075.48 were used to pay a \$3/per hour hazard pay stipend to poll workers. The Elections Department seeks to use the remaining grant funds to continue to offer poll workers a \$3/per hour hazard pay stipend for elections to be held prior to June 30, 2021, as the COVID-19 pandemic continues to loom and poll workers are being asked to work despite potential exposure to the virus.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

02/04/2021 10:59 AM

Form Started By: Jenifer Favreau

Started On: 02/01/2021 01:24 PM

Final Approval Date: 02/04/2021

Commissioners Court - Regular Session**27.****Meeting Date:** 02/09/2021

WCEMS - WCCHD NACCHO Grant Amendment

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving an amended interlocal agreement between Williamson County and Williamson County and Cities Health District for EMS assistance with National Association of County and City Health Officials grant execution.

Background

Original ILA was approved on 10/20/2020. This amended agreement increases the amount paid to Williamson County for the use of Williamson County EMS Community Health Paramedic personnel for planning and training relating to the grant. Williamson County EMS Community Health Paramedic personnel will provide consultation and guidance on infection prevention, in coordination with WCCHD.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox****Reviewed By****Date**

Hal Hawes

Hal Hawes

02/02/2021 09:34 AM

EMS (Originator)

Michael Knipstein

02/02/2021 11:45 AM

Hal Hawes

Hal Hawes

02/03/2021 09:56 AM

County Judge Exec Asst.

Andrea Schiele

02/03/2021 10:37 AM

Form Started By: Michael Knipstein

Started On: 02/02/2021 07:50 AM

Final Approval Date: 02/03/2021

**AMENDED INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND WILLIAMSON COUNTY, TEXAS,
FOR ASSISTANCE WITH GRANT IMPLEMENTATION
(Use of Community Health Paramedic Personnel for Planning/Training)
(Grant from National Association of County and City Health Officials)**

THIS INTERLOCAL AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter the “Health District”), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter the “County”), a political subdivision of the State of Texas, also acting herein by and through its governing body. The Health District and the County are herein referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services.

WHEREAS, the Parties desire to contract with each to allow Health District personnel and County Community Health Paramedic Personnel to work together for planning and training to develop COVID-19 response capacity

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial and not detrimental to the Parties.

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

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for promoting and ensuring public health and safety.

2.2 The purpose of this Agreement is to promote public health and safety by authorizing the use of Community Health Paramedic Personnel for planning and training to assist implement a grant from the National Association of County and City Health Officials (NACCHO) for building local COVID-19 response operational capacity.

3. TERM

3.1 The term of this Agreement shall extend from the effective date hereof until the first anniversary of the effective date or upon completion of the Scope of Work set forth in the attached Exhibit A, whichever is sooner.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the term

4. OBLIGATIONS OF THE HEALTH DISTRICT

4.1 The Health District will pay \$63,223.40 to the County from grant funding received by the Health District from the National Association of County and City Health Officials to assist with building COVID-19 response operational capacity.

4.2 Payments will be made by the Health District to the County pursuant to the following schedule: \$23,500 by January 31, 2021; and \$39,723.40 after receipt of funds from NACCHO for July 31, 2021 invoice. The Health District requests that the County submit invoices for each of these payments, to document the transactions for the grant funder.

5. OBLIGATIONS OF COUNTY

5.1 The County will use its Community Health Paramedic Personnel to provide certain planning and training services as set forth in the Scope of Work contained in the attached Exhibit A, which is incorporated for all purposes.

5.2 It is understood and agreed that the County shall only be responsible for the scope of work items set forth in attached Exhibit A and the Health District is responsible for the administration of all other grant-required scope of work items as well as all reporting and all other grant requirements.

6. LIABILITY

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

7. TERMINATION FOR CONVENIENCE

7.1 Either Party has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to the other Party.

7.2 In the event this Agreement is terminated prior to completion of the Scope of Work, the Parties agree to reasonably allocate the payments required under Section 4 to correspond to the portion of the Scope of Work that has been completed by the County.

8. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

If to Williamson County:

Name: Hon. Bill Gravell, Williamson County Judge

Address: 710 Main St.
Georgetown, Texas 78626

If to Health District:

Name: Derrick L. Neal, MPA, Executive Director

Address: 355 Texas Ave.
Round Rock, Texas 78664

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.

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the Health District and the County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 The Health District and County 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, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of Party does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. Party may effect such termination by giving other the other Party written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.15 Right to Audit. Both Parties agree that the other Party 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 the other Party which are directly pertinent to the services to be performed under this Agreement by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party 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. The Party performing the audit shall give the other Party reasonable advance notice of intended audits.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

APPROVED by the Williamson County and Cities Health District, in its meeting held on the 5th day of November, 2020, and executed by its authorized representative.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: *Derrick L. Neal*

Printed Name: Derrick L. Neal, MPA

Date Signed: 02-02-2021

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 20____, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____

EXHIBIT A – Scope of Work Items for County Community Health Paramedic Personnel (Incorporated herein for all purposes)

Community Health Paramedic (CHP) personnel will assist WCCHD with completing the following NACCHO grant deliverables:

Baseline:

“Task 3: Coordination and implementation of outreach and response activities including educating facilities regarding reporting requirements and conducting Infection Control Assessment and Response (ICAR) assessments with high-risk facilities.

3.3. Develop a prioritized list of facilities to target for outreach and response activities

3.4. Complete and track at least 40 outreach and response activities including ICAR assessments (via telephone, video chat, or in-person)”

Supplemental:

“Task A: Provision of additional support to high-risk facilities requiring further education or assistance

A. 1. Documentation of participation in at least 10 of the calls or visits with high-risk facilities who have completed an ICAR (conducted by the applicant or by the state healthcare associated infection (HAI) program or other entity) to provide additional education or assistance to address gaps identified through the assessment.

Task B: Develop materials (checklists, toolkits, educational resources, trainings, handouts, signs, etc.) to support local health department (LHD) implementation of federal guidance related to monitoring and responding to HAIs and emerging threats including COVID-19 in high-risk facilities”

B. 1. Development of at least 6 materials including:

- One modified ICAR tool
- One survey tool to collect census, personal protective equipment (PPE) needs
- One ICAR training presentation
- One long term care facility cluster process
- Two other resources in response to identified needs."

Task C: Provide Consultation and guidance on infection prevention, in coordination with WCCHD and DSHS Epidemiologists and Public Health Nurses.

Commissioners Court - Regular Session**28.****Meeting Date:** 02/09/2021

EMS Salary Study Inclusion

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on compensation for EMS employees, including but not limited to adding several position classifications to the salary study cycle 4a.

Background

EMS is experiencing a decrease in the number of applicants for open positions. Over the past year EMS systems have adjusted their compensation to attract new employees. In conjunction with HR, EMS is requesting to have various positions included in the salary study cycle 4a.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Michael Knipstein

Final Approval Date: 02/04/2021

Reviewed By

Andrea Schiele

Date

02/04/2021 11:45 AM

Started On: 02/04/2021 10:59 AM

Commissioners Court - Regular Session**29.****Meeting Date:** 02/09/2021

Const. Pct. 4 Vehicles Purchase

Submitted For: Randy Barker**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of two (2) Chevrolet Tahoe replacement vehicles in the amount of \$111,550.00 pursuant to Texas SmartBuy Contract #070-A1 for the vehicle and Tarrant County Cooperative Contract #2019-181 for the upfitting.

Background

Approval of this item will support the operations of the Williamson County Constable Pct. 4's office. Quote attached outlines the two vehicles to be purchased and upfitting. These units will replace 4B1824 and 4B1675. This expenditure will be charged to 01.0100.0554.005700. Department contact is Brian Olson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 02/04/2021

Reviewed By

Randy Barker

Andrea Schiele

Date

02/04/2021 10:28 AM

02/04/2021 10:29 AM

Started On: 02/02/2021 11:08 AM

Date	1/28/2021
Estimate #	30249
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Williamson Co TX PCT. 4 Constable 412 Vance Street - Suite 3 Taylor, Texas 76574

Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org

2021 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
2021 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Additional Key FOBs & Radio Suppression. (No Spotlight)		2	33,360.00	66,720.00
Purchased Through Holiday Chevrolet on Texas Smart Buy Cooperative Contract # 070-A1 Series XS135PUR - Commodity Code 0710540306				
Holiday Chevrolet 1009 Highway 82 West Whitesboro, Tx 76273				
Customer PO # Payment to be made to Holiday Chevrolet on Texas Contract # 070-A1 Series XS135PUR				
Vin #'s				
Vehicle titles should be in the name & address of: Williamson County Attn: Auditors Office 710 S. Main St., Suite 301 Georgetown, Texas 78626				
2 Year Texas State Inspection Certificate		2	7.00	14.00
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
Unity Driver Side Halogen Spotlight, Spotlight Shaft, Handle & Mounting Bracket for a 2015+ Tahoe (LED Replacement Bulb Sold Separately).		2	338.00	676.00
Whelen LED 8 Degree Spotlight Replacement		2	120.005	240.01

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

Vehicle & Emergency Equipment Total

Signature

Date	1/28/2021
Estimate #	30249
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Williamson Co TX PCT. 4 Constable 412 Vance Street - Suite 3 Taylor, Texas 76574

Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org

2021 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Defender Supply Custom Contoured Console for 2015+ Chevy Tahoe 9C1. Includes 19' inches of Mounting Space, Dual Cup Holder, Arm Rest, (2) Mic Clips & Factory USB/12Volt Audio Relocation Plug.		2	380.55	761.10
3 Additional - 12Volt DC Heavy Duty Electrical Power Socket w/moisture covers - Mounted on Right Side of Console		6	3.85	23.10
Federal Signal 3' Round 6 LED Compartment / Dome Light that is Switchable between Red or White - (1) Mounted in Cabin Ceiling Mount & (2) on Rear Tailgate with 3-Way Switches		6	40.13	240.78
Make & Model of Customer Supplied Police Radio - Motorola APX7500 Is Customer Supplied Police Radio a One or Two Piece Unit - One - Hot all the Time What is the Frequency of Customer Supplied Police Radio - 800MHz				
Make & Model of Customer Supplied Laptop - Panasonic Toughbook CF33 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF Does the of Customer Supplied Laptop have a built-in power supply - No				
Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply		2	920.00	1,840.00
Gamber Johnson Mongoose 9' Locking Slide Arm with 360 Degree Clevis for Computer Docking Station		2	227.005	454.01
Gamber Johnson Universal Computer Base Adapter Plate for Mounting Laptops		2	49.00	98.00
Two Way 800 MHZ Radio Antenna & Coax Cable		2	39.00	78.00

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Vehicle & Emergency Equipment Total

Signature

Date	1/28/2021
Estimate #	30249
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Williamson Co TX PCT. 4 Constable 412 Vance Street - Suite 3 Taylor, Texas 76574

Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org

2021 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
<p>Last year the tech installed two antennas on the roof & the vehicle only needs one, a 800Mhz</p> <p>Note - Roof Antenna Placement:</p> <p>800 Mhz Antenna -- Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Multi Purpose GPS Cradlepoint Antenna -- Roof mounted between B-C pillars</p> <p>Tech Please Pre-Wire to Console for Radio Power, Ground & Roof Antenna</p> <p>Note - Cradle Point Mounting Placement:</p> <p>On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat.</p> <p>On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please.</p> <p>CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock</p>				
Federal Signal Spectralux ILS Low Profile Off-Axis Style Interior Mount Front LED Warning System with Tri-Color FSJoin LED Programmable Red/Blue/White Lighting for the 2021+ Chevrolet Tahoe 9C1 & SSV # FS-SIFZJS-TAH21-P3		2	838.50	1,677.00
Federal Signal Pathfinder Siren Controller w/ remote head		2	838.455	1,676.91
Federal Signal DynaMax 100W Speaker		2	120.895	241.79
Federal Signal ES100 Speaker Bracket, Universal Bail		2	25.44	50.88
Federal Signal - 25 foot OBDII Interface Cable		2	107.465	214.93
Federal Signal 24 Channel Expansion Module for Pathfinder Siren/Light Controller		2	201.47	402.94
Federal Signal PBX Series Push Bumper for 2015+ Chevy Tahoe 9C1 FS-PBX08		2	391.70	783.40

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Vehicle & Emergency Equipment Total

Signature

Date	1/28/2021
Estimate #	30249
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



Bill To
Williamson Co TX PCT. 4 Constable 412 Vance Street - Suite 3 Taylor, Texas 76574

Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org

2021 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe 9C1 & Ford F-150 bumpers, use with MPS600U or MPS620U lights		2	23.68	47.36
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Red/White - Mounted in Front Bumper Tube - Whites to do Take Downs When Activated - Red/Blue/Red/Blue		4	80.595	322.38
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Blue/White - Mounted in Front Bumper Tube - Whites to do Take Downs When Activated - Red/Blue/Red/Blue		4	80.595	322.38
Federal Signal CN SignalMaster 4 Head Light Stick LED Warning Light with (2) Red/White & (2) Blue/White with Flood Capability - Mounted on Top Rail on Front Push Bumper		2	376.125	752.25
Federal Signal Short L-Bracket for CN SignalMaster & Latitude		2	13.43	26.86
Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Mounted on Sides of Push Bumper		4	80.595	322.38
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Red/White - Mounted on Driver Side Mirror		2	80.60	161.20
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthouse Dual Color Blue/White - Mounted on Passenger Side Mirror		2	80.60	161.20
Federal Signal Kit of four 5-degree rubber Mounting Wedges for use with MPS600U lights		4	14.775	59.10
Federal Signal MicroPulse Wide Angle LED Lights with 180 Degree Light Spread in Red/White with Steady Burn Option - Under Mirror Mount Lights		2	120.895	241.79
Federal Signal MicroPulse Wide Angle LED Lights with 180 Degree Light Spread in Blue/White with Steady Burn Option - Under Mirror Mount Lights		2	120.895	241.79
Federal Signal Pair of Side Mirror Brackets for 2021 Tahoes. Each bracket holds a single MPSW9 Light		4	20.15	80.60
SoundOff nLINE 60' Running Light w/Bracket Mount, 10-16v - Split Color - Red/BlueLEDs (PART # = 1 SIDE)		4	399.9875	1,599.95

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Vehicle & Emergency Equipment Total

Signature



Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org

2021 Chevrolet Tahoe 9C1	Vehicle Base Color - Black
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Description	Location	Qty	Price	Total
Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Cargo Windows - Two per Side - Top & Bottom		8	186.71875	1,493.75
Federal Signal Spectralux Low Profile Interior Mount LED Warning System, OBD Integrated with Multi-Color Capability, Amber Directional Lighting - Mounted in Rear Deck/Rear Hatch & Provides Extra Braking & Back Up Lights for 2021+ Chevrolet Tahoe 9C1 & SSV # FS-SIFMJH-TAH21-PF1		2	895.965	1,791.93
Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Mounted Under Rear Spoiler # FS-MPS620UX-BR		12	80.59417	967.13
Federal Signal Rear Spoiler Bracket Kit for MPS600 or MPS600U Lights for the 2021+ Chevrolet Tahoe 9C1 & SSV # FS-MPSM6-TA21RS		2	84.995	169.99
Federal Signal Micropulse Ultra 24 LED lighthouse Dual Color Surface Mount Light in Red/Blue - Surface Mounted Horizontal right beside Rear License Plate		4	114.1975	456.79
Federal Signal Micropulse 620 Ultra - 12 LED Lighthouse Dual Color Red/Blue - Mounted on Bottom of Liftgate		4	80.595	322.38
Federal Signals Flush Mount, w/Grommet, Round LED, Red/Blue Dual Color -Mounted In-Line with Rear Back Up Sensors - Mounted Red/Blue/Red Blue # FS-416300X-RB		8	56.42125	451.37
Free-standing Dual T-Rail for 2015+ Tahoe		2	512.365	1,024.73
Setina T-Rail Universal Lock, EoTech Bracket		2	24.95	49.90

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Vehicle & Emergency Equipment Total

Signature

Date	1/28/2021
Estimate #	30249
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Williamson Co TX PCT. 4 Constable 412 Vance Street - Suite 3 Taylor, Texas 76574

Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org

2021 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Stalker Dual SL - "Ka" Band - Front & Rear Antenna Moving Radar Unit with Automatic Same Direction Operation- Package includes: * Stalker Dual SL Fixed Radar Unit * Front & Rear Antennas * Cordless Infrared Remote * Mounting Brackets * Connection Cables * Ergonomic Backlit Wireless Remote Control * Tuning Forks Operators Manual Radar / Video Interface Cable is Additional		2	2,695.015	5,390.03
Stalker Mounting Brackets for Counting Unit & Front Antenna for the Stalker Dual SL & DSR 2X Radar Systems for the 2015+ Chevrolet Tahoe 9C1		2	108.00	216.00
Plastic Plus # PP-TAH-2021-L3-1D-11-FB Level 3 Single Drawer Poly Vault with FULL HEIGHT BACK WALL (Fits 2021 Tahoe) and (PP-3RD-L1-5x36) 21" wide x 5" x 36" 3rd drawer option with Southco locking latches - Est # 7945		2	2,295.01	4,590.02
Plastic Plus Shipping of Above Cargo Box		2	285.00	570.00
Custom Reflective Vehicle Graphic Kit from Grafix Shoppe - Est # 04848		2	504.995	1,009.99
Ghost Graphics Reflective Chevrons for the Rear of Tahoe Bumpers by Mike Glass		2	78.00	156.00
Professional Installation of Graphics by Defender Supply & Mike Glass		2	150.00	300.00
Window Tint - For Two Front Windows		2	79.95	159.90
Defender Supply Custom Made Vehicle Wiring Harness, Power Distribution Module & Blue Sea Battery Management System Designed for Heavy Duty Use		2	639.00	1,278.00
Vehicle Dealer Prep		2	130.00	260.00
Misc. Shop Supplies		2	30.00	60.00
Shipping of Above Emergency Parts for Upfit		2	150.00	300.00

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Vehicle & Emergency Equipment Total

Signature

Date	1/28/2021
Estimate #	30249
Estimate By	George Severe george@defendersupply.c... 903-771-0845



Bill To
Williamson Co TX PCT. 4 Constable 412 Vance Street - Suite 3 Taylor, Texas 76574

Customer Contact	Brian Olson
Customer Phone	512-352-4181
Customer E-mail	bolson@wilco.org

2021 Chevrolet Tahoe 9C1 Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Installation of Above Emergency Equipment & Customer Supplied: Panasonic Video System Police Radio - Motorola APX7500 1-Piece Police Radio Speaker Police Radio Roof Antenna Radio Wiring Harness Radar Unit Cradle Point Wiring Harness Cradle Point Antenna (Mounted in the Front on the Side of Console).		100	100.00	10,000.00
Customer to Pick Up Vehicles				

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Vehicle & Emergency Equipment Total \$111,550.00

Signature _____

Commissioners Court - Regular Session**30.****Meeting Date:** 02/09/2021

Knight Security Juvenile Service Security Upgrade

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving an agreement with Knight Security Systems for Juvenile Services Center Security Upgrade in the amount of \$345,757.79 as per DIR Contract #DIR-CPO-4494, and authorizing the execution of the agreement. Funding Source is P544.

Background

This service agreement is for the installation of a new addition to the Williamson County's Genetec Enterprise Video Surveillance System to include hardware such as 157 cameras, system license, and configuration. The cost covers \$316,333.79 for the system as well as \$29,424.00 recurring annual fee. Department Contact: Tom Stanfield.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

agreement and proposal

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 02/04/2021

Reviewed By

Randy Barker

Andrea Schiele

Date

02/04/2021 10:52 AM

02/04/2021 11:00 AM

Started On: 02/02/2021 04:55 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
WILCO-JUVENILE CENTER-SECURITY UPGRADES
(DIR CPO-4494)**

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

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between Williamson County, Texas (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Knight Security Systems, LLC** (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

- A. The services relating to security equipment and system installation for the Williamson County Juvenile Center, as described in the attached Scope of Work/ Proposal #14212-3-0 being designated as Exhibit “A,” which is incorporated herein as if copied in full.**

Should the County choose to add services in addition to those described in Exhibit “A”, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Completion: The services shall be fully and finally completed within **one-hundred-twenty (120) calendar days** from the date the services are commenced; provided, however, the County may extend said time period in the event bad weather affects the progress of the services. Service Provider shall commence the services upon instruction to do so from the County. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **\$316,333.79** for the specific project upon final completion.

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

IV.

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

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

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

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

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

V.

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

- A. As described in the attached Scope of Work/Proposal #14212-3-0, and being designated Exhibit “A,” which is incorporated herein as if copied in full;**
- B. DIR Contract No. DIR CPO-4494; and**
- C. Insurance certificates evidencing required coverages.**

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

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold himself out as an agent or official representative of the County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE. 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 CONTRACT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

Proprietary Information and Texas Public Information Act: All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Vendor does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County 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 Vendor, 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 Vendor.

To the extent, if any, that any provision in this contract 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 Williamson County, 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that 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 by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

XIX.

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

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

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20__

SERVICE PROVIDER:

Knight Security Systems, LLC

MK

Authorized Signature

Martin Krohn

Printed Name

Date: 1/29/2021, 20__

Exhibit “A”
Scope of Services/ Proposal #14212-3-0



Proposal: 14212-3-0

Wilco-Juvenile Center-Security upgrades v3

Prepared for:

Don Heflin

Williamson County - Juvenile Center

200 Wilco Way

Georgetown TX, 78626

Prepared by:

Kevin Garlick

(512) 590-7886

kgarlick@knightsecurity.com

4509 Freidrich Lane

Suite 110

Austin, TX 78744

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Proposal Issued:

12/2/2020

Proposal Valid To:

1/1/2021

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- Initial programming will include:

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Customer Provided Items

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- PoE switches
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed

Finance

Purchaser hereby agrees to pay KSS the following terms:

The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures

- An initial investment of 50% of the total project for mobilization is due and payable within 15 days of authorizing Knight's Customer Service Agreement (CSA)
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

Refer to the CSA sections 2A, 2B, and 2C.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

Engineering

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional matter.

Client Initials: _____

KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

Field Devices

KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.

KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

Rental Equipment - Lift rental is included in this proposal.

Testing

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

Training - Training is not included with this proposal.

Standard Proposal Notes:

1. This proposal will follow the guidelines stated in the Customer Service Agreement.
2. This proposal is valid for 30 days. After the 30 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Final Location of all equipment to be approved by owner prior to start of installation.
5. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
6. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
7. All work will be done following federal, state, and local laws and requirements for the above scope of work.

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.

Client Initials: _____

2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Roles & Responsibilities

Essential activities conducted in the course of project by Williamson County and Knight Security Systems (KSS).

Project Administration Tasks	Customer	KSS
General project management & administration		X
Designate primary customer point of contact and site supervisor		X
Host initial site orientation and kick-off meeting	X	
Pre-installation walk-through and design verification	X	
Pre-construction utility assessment	X	
System design and engineering		X
System design and engineering approval	X	
Develop master project schedule		X
Approval of master project schedule	X	
System design acceptance within overall master plan of larger facility	X	
Provide lists of existing equipment and building drawing backgrounds	X	
Develop and maintain drawings and equipment schedules		X
Provide written communication regarding work site conditions	X	
Coordinate monthly in-progress reviews for active sites		X
Change order management		X

Project Installation Tasks	Customer	KSS
Provide locations for materials staging	X	
Materials pre-installation configuration and delivery		X
Pre-installation testing of existing equipment		X
120VAC at each device location where needed	X	
Building penetrations to exterior		X
Fire partition penetrations and sealing		X
Removal of existing cameras		X
Installation of conduit to security system devices where needed		X
Installation of cables to security system devices		X
Network cables from security system devices to copper patch panels		X
Patch cables between patch panels and network switches		X
Create panel, cable, and equipment labeling scheme	X	
Install cable labels per labeling scheme		X

Network Tasks	Customer	KSS
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Client Initials: _____

Rack and rack space for rack mount equipment	X	
Network PoE switches and configuration	X	
Patch panels		X
Uninterruptable power supplies & KVM units	X	
IP address assignment for security system equipment and workstations	X	
Configure client workstations to the security system		X

Programming Tasks	Customer	KSS
Create custom security system programming matrix		X
Program initial security system configuration		X
Develop and implement database update procedure	X	

Testing and Acceptance Tasks	Customer	KSS
System test forms and checklists		X
Full system test		X
Customer on-site system acceptance	X	
As-built drawings and final engineering document submittal		X

- **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- **Right to Audit:** Knight Security Systems, LLC 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 Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits,

Client Initials: _____

examinations, excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC 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 Knight Security Systems, LLC reasonable advance notice of intended audits.

PROJECT INVESTMENT

Video Surveillance System			
QTY	Description	Unit Price	Ext.Price
1		\$229.40	\$4,588.00
6		\$192.63	\$1,155.78
1		\$0.00	\$0.00
1		\$0.00	\$0.00
6		\$42.49	\$254.94
165		\$10.59	\$1,747.35
165		\$14.00	\$2,310.00
1		\$6,117.30	\$6,117.30
2		\$1,046.52	\$2,093.04
2		\$69.04	\$138.08
26		\$76.80	\$1,996.80
1		\$61.29	\$61.29
131		\$619.84	\$81,199.04
2		\$1,550.77	\$3,101.54
8		\$38.01	\$304.08
10		\$135.76	\$1,357.60
22		\$697.42	\$15,343.24
50		\$361.49	\$18,074.50
163		\$176.31	\$28,738.53
163		\$35.26	\$5,747.38
Equipment Subtotal		\$174,328.49	
Labor Subtotal		\$139,605.30	
Discounts and Misc. Items SubTotal		\$2,400.00	
Video Surveillance System SubTotal		\$316,333.79	

Client Initials: _____

Investment Summary

Total Equipment	\$174,328.49
Total Labor	\$139,605.30
Total Discounts & Misc. Items	\$2,400.00
Total Proposal Amount	\$316,333.79
Annual Recurring	\$29,424.00

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$316,333.79**
Annual Recurring Subtotal \$29,424.00

The price above includes: material, equipment and labor as described within this proposal.

Grand Total: \$345,757.79

IN WITNESS WHEREOF, County and Service Provider have duly executed this Agreement to be effective as of the date of the last party's execution below.

**COUNTY: WILLIAMSON COUNTY
Systems**

Service Provider: Knight Security

By: _____

By:  _____

Printed Name: _____

Printed Name: Kevin Garlick

Representative Capacity:

Representative Capacity:
Account Manager

Date: _____, 20____

Date: 2/3/2021, 20____

TERMS & CONDITIONS

Limited Warranty.

A. What is Covered. For one (1) year after System Acceptance, Knight will repair or replace any defective part of the System without charge to Purchaser. Knight may use new or used parts of the same quality. Knight may keep all replaced components.

B. How To Get Service. Call or e-mail Knight at the e-mail address and telephone number at the top of this agreement and tell Knight what is wrong with the System. Knight will provide service as soon as possible during Knight's normal business hours which are 8:00AM to 5:00PM Monday through Friday, excluding holidays Knight observes. A responsible adult must be at the premises at the time Knight visits. Emergency repair service is available at other times for an additional charge. SecurePlan customers should follow the exclusive SecurePlan service request procedure.

C. What Is Not Included. Repair of the System is Knight's only duty. This warranty does not include disposable batteries. Knight makes no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. Knight does not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, misuse or abuse of the System, Purchaser's failure to properly use the System, or any other reason except a defect in the equipment or Knight's installation. **Knight is not liable for consequential or incidental damages. Purchaser agrees that this is Knight's only warranty and that Knight has given Purchaser no other warranty for the System. All implied warranties are limited in duration to the one year term of this express warranty.** Repairs not covered by this warranty will be charged to Purchaser at Knight's standard rates for labor and materials and Purchaser agrees to pay the same.

D. State Law. Some states do not allow the exclusion or the limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply. The warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

After Warranty Service. If Purchaser has subscribed to SecurePlan, Knight will continue to service the System in accordance with the provisions of the SecurePlan program. If Purchaser has not subscribed to SecurePlan, then at the end of Knight's one (1) year limited warranty, Knight will continue to repair the System on a time and material basis. Purchaser will pay Knight's standard parts and labor charges for all repair calls. There will be a one (1) hour minimum visit charge for each repair call. See Knight's Limited Warranty on how to request repair service. Payment is due upon completion of the work.

Regulatory Agencies. Knight operates under the regulatory authority of the following State of Texas agencies: Department of Public Safety, Texas Private Security Board, P.O. Box 4087, Austin, Texas 78773-0001, 512/463-5545, License # B-3566; Texas Department of Insurance, Office of the State Fire Marshal; P.O.Box 149221, Austin, Texas 78714-9221, 512/463-6169, License # ACR-84110-647.

Document Conflict. It is understood and agreed by and between the parties hereto, that if there is any conflict in this agreement and any other document, this agreement will govern, whether such other document is prior, coincident or subsequent to this agreement.

Taxes, Fees, Permits, Fines. In addition to the charges set forth herein, Purchaser agrees to pay any and all false alarm assessments, taxes, fees or other charges relating to the System installation, System use or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the System is connected. In addition Purchaser agrees to have the System licensed, permitted, registered or the like when required by any governmental agency and to pay any and all required fees for same.

Knight Not An Insurer And Limitation Of Liability. Purchaser acknowledges that Knight has not represented or warranted that the System may not be compromised or circumvented, that the System will prevent any loss by burglary, theft, robbery, fire or otherwise or that the System will in all cases provide the detection for which it is installed or intended. Purchaser does further acknowledge that Purchaser assumes all risk for loss or damage to Purchaser's premises, property or contents and that Knight has made no representations or warranties, nor has the Purchaser relied on any representation or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular use, except as set forth herein. Purchaser acknowledges that Knight is not an insurer and that insurance if any shall be obtained by the Purchaser and that the payments stipulated hereinbefore are based solely upon the value of the System and services herein described and are unrelated to the value of Purchaser's premises, property or contents. It is not the intention of the parties of this agreement that Knight assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the System or services under this agreement or for any loss or damage sustained through burglary, theft, robbery, fire or other cause by virtue of this agreement or because of the relation herein established. Purchaser further agrees to not subrogate with any person or insurer against Knight. From the nature of the System to be installed and/or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the failure of the System, installation, monitoring or other services or on the part of Knight to perform any of its obligations hereunder. If there shall, notwithstanding the provisions herein, at any time be or arise any liability on the part of Knight by virtue of this agreement or because of the relation hereby established, whether due to Knight's breach of this agreement, negligence of Knight, Knight's failure to perform any of its obligations hereunder, including installation, monitoring or service, or otherwise, such liability is and shall be limited to a sum equal in amount to the annual monitoring fee, five percent (5%) of the total sale and installation amount or five hundred dollars (\$500.00), whichever is the greater. This liability shall be complete and exclusive. Purchaser may obtain from Knight a higher limitation of liability for an additional periodic charge. If Purchaser elects this option, Knight will attach a rider to this agreement, which will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Knight is an insurer.

Indemnification. Purchaser agrees to and shall indemnify and save Knight harmless, its employees and agents, for and against all third party claims, lawsuits and losses alleged to be caused by Knight's performance, negligent performance or failure to perform its obligations under this agreement except that this indemnity clause shall not extend to damage, loss, liability or injuries which occur while an employee or agent of Knight is on the premises of the Purchaser and which damage, loss, liability or injuries are solely and directly caused by the acts of said employee or agent.

System Acceptance. Purchaser agrees to inspect and provide written acceptance of the system installation within (30) days within of the notice of completion by Knight, or within 30 days of the commencement of beneficial use of the system or system elements provided, whichever is earlier. Errors or omissions in the installation of System, including but not limited to failure to install or wire detection devices, shall be called to the attention of Knight by Purchaser in writing within thirty (30) days of final billing of installation charges stipulated in paragraph 2.A of this agreement. Upon the expiration of the said thirty (30) day period, the installation and the System provided shall be deemed complete and acceptable to Purchaser.

Client Initials: _____

Increase Of Monitoring/Service Fees. Notwithstanding the terms and conditions set forth herein, after the term for monitoring service, Knight may at any time, increase the monthly System monitoring fee and/or service fee upon giving the Purchaser notice in writing. In the event Purchaser is unwilling to pay the increased fee(s), Purchaser may terminate the System monitoring and/or System service upon giving notice in writing to Knight within thirty (30) days from receipt of Knight's notice, provided Purchaser shall not be in default of any provisions, terms or conditions of this agreement. Failure to notify Knight within said thirty (30) days will constitute Purchaser's consent to the increased fee(s) and all other provisions, terms and conditions of this agreement shall remain in full force and effect.

System Use And Testing. To obtain proper results from the operation of the System, Purchaser agrees to perform weekly tests and inspections of the entire System and to notify Knight as soon as practical to have System repaired if a failure is detected with the System. Purchaser will instruct all other persons who may use the System on its proper use. If the System includes interior detection (e.g., motion detectors, glass break detectors, smoke detectors, heat detectors or other such detectors), Purchaser agrees to turn off, control or remove all things such as air conditioning systems, insect fogging products and pets that might interfere with such devices.

False Alarm & Warranty Service Calls. In the event Purchaser or any user of the System shall cause an excessive number of false alarms or service calls through carelessness, the malicious or accidental use of the System or in the event Purchaser shall in any manner misuse or abuse the System, it shall constitute a material breach of contract on the part of Purchaser and Knight may, at its option, in addition to other legal remedies, be excused from further performance upon the giving of ten (10) days notice to Purchaser. Knight's excuse from performance shall not affect Knight's right to recover damages from Purchaser. In the event a fine, penalty, fee or the like is assessed against Knight by any governmental or municipality agency as a result of any false alarm or misuse of Purchaser's System, Purchaser agrees to forthwith reimburse Knight upon Knight giving notice to Purchaser.

Telephone Line. Purchaser understands that all System monitoring signals are transmitted over regular telephone lines, which are wholly beyond the control and jurisdiction of Knight. Purchaser will pay for all telephone company charges. Knight requires the use of a RJ31X or equivalent telephone jack to give the System priority over telephones on Purchaser's premises; however, when the System is activated, other calls (such as calls to the 911 emergency operator) cannot be made, and therefore, Purchaser may wish to have the System connected to a second telephone line. If Purchaser's telephone service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and Knight will not know of the telephone service problem or outage. Purchaser acknowledges that Knight has advised Purchaser of the availability of wireless radio transmission of System monitoring signals in the event of telephone service interruption.

Additional Detection Equipment. Purchaser acknowledges that additional fire, intrusion, robbery or supervisory detection devices are available at additional cost.

Installation Or Service Of System. Purchaser authorizes Knight to install and/or service or cause to be installed and/or serviced, the devices specified in the schedule of devices including instruments, appliances and all necessary connections, wires, conduits and other materials associated herewith. Knight may, at its sole discretion, subcontract all or part of the installation or service of the System. Purchaser will make premises available during Knight's normal working hours of 8:00 A.M. through 5:00 P.M., Monday through Friday exclusive of Knight's scheduled holidays unless an alternative time has been arranged and agreed to by both Knight and Purchaser. Purchaser has the affirmative duty to inform Knight, prior to beginning of installation, of every location at the premises where Knight should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, Knight will cease work until Purchaser has, at Purchaser's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Knight's personnel. In no case shall Knight be liable for discovery or exposure of hidden asbestos or other hazardous material, and Purchaser shall indemnify and hold Knight and its employees harmless from any claims brought against Knight and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Purchaser's premises. Purchaser understands that the installation will necessitate drilling into various parts of the premises. Knight generally intends to conceal wiring in the finished areas of the premises; however, in areas which, due to construction, decoration, or furnishing of the premises, Knight determines, in its sole discretion, that it would be impractical to conceal the wiring, in such cases wire will be exposed. To facilitate the installation and operation of the System, Purchaser will repair any broken or loose doors, windows or other parts of the premises as Knight may reasonably request. Purchaser agrees to provide 110 volt AC electrical outlets (dedicated circuits when required) at the designated locations for devices requiring such power.

Delay/Interruption Of Installation, Monitoring Or Service. Purchaser hereby agrees that Knight assumes no liability for delays or interruption in installation, monitoring or service of System whether due to heavy workload, labor disputes of any nature, strikes, riots, storms, natural disasters, fires, power failures, insurrection, interruption of or unavailability of telephone service, or any other cause beyond the control of Knight and will not be required to furnish installation, monitoring or service while any such cause shall continue.

Default Or Termination. If Purchaser fails to pay any amounts agreed herein or provided for herein within ten (10) days after the same is due and payable or if Purchaser fails to observe, keep or perform any other provision, term or condition of this agreement, Purchaser hereby agrees that Knight shall have the right to exercise any of the following remedies: (a) to declare the entire amount of moneys due hereunder, immediately due and payable upon notice or demand to Purchaser; (b) to initiate any legal proceedings and recover all moneys due hereunder, accrued and thereafter accruing, including without limitation, reasonable attorney's fees; (c) to enter Purchaser's premises and take possession of any and all devices of System not paid for, without any court order or other process of law, and any said taking of possession shall not constitute a termination of this agreement unless Knight expressly so notifies Purchaser in writing; (d) to terminate this agreement; (e) to pursue any other remedy at law or in equity. Notwithstanding any said removal or any other action which Knight may take, Purchaser shall be and remain liable for the full performance of all provisions, terms and conditions on the part of Purchaser under this agreement. All such remedies are cumulative and may be exercised concurrently or separately. Purchaser shall be liable for all expenses Knight may incur in connection with the enforcement of any of its remedies herein, including without limitation, reasonable attorney's fees and any amounts established by state or federal statute or regulation. If Knight elects to exercise any or all of the above provisions, it shall not be considered to constitute a breach by Knight of this agreement or waiver of Knight's rights to which it may be entitled under the law. Purchaser further agrees that Knight shall not be liable for any damage caused to the Purchaser's premises by the removal of System or devices.

Title Of System. Knight retains title to the System and all components and devices until such time as Purchaser shall pay for said System in full.

Pre-Existing Equipment And Devices. Knight assumes no liability and gives no warranty, limited or otherwise, for equipment, devices, wiring, services or the like not installed or provided by Knight pursuant to this agreement.

Authorized Users And Emergency Contact List. Purchaser agrees to furnish to Knight forthwith a written list of names, necessary telephone numbers and verbal passcodes of all System users and emergency contact persons authorized to enter the Purchaser's premises. In addition Purchaser shall notify Knight in writing of all changes, revisions and modifications of the above stated users and emergency contact persons or changes to the Purchaser's premises address, telephone, or the like.

Client Initials: _____

Monitoring Service. If Purchaser has subscribed to monitoring service, Knight, upon receipt of a signal from the System shall, without warranty and when permissible by law, make a reasonable effort to do the following: (a) Upon receipt of an intrusion alarm signal, call the Purchaser's premises to verify an authorized user. If unable to verify an authorized user at the Purchaser's premises, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (b) Upon receipt of a holdup, duress or panic alarm signal, notify the Public Police Department of the respective jurisdiction of the Purchaser's premises and notify the emergency contact person by calling the emergency contact person's telephone number. (c) Upon receipt of a fire alarm signal, notify the Public Fire Department of the respective jurisdiction of the Purchaser's premises, notify the Purchaser's premises and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. (d) Upon receipt of a System supervisory, trouble or failed System test signal or the like, call the Purchaser's premises during Knight's normal business hours to notify Purchaser and if unable to notify Purchaser, notify the emergency contact person by calling the emergency contact person's telephone number. The above listed procedures may be altered by Purchaser, when allowed by law, only upon Purchaser's written request of Knight. Monitoring may be provided by Knight or an independent monitoring facility selected by Knight.

Late/Interest Fees & Attorney's Fees. Purchaser shall pay late fees and interest in amounts allowable by Texas law for all moneys not paid to Knight when due and payable. Additionally, in the event it shall become necessary for Knight to institute legal proceedings to collect any amount due Knight under this agreement, Purchaser shall pay Knight reasonable attorney's fees when permitted by law. Both Knight and Purchaser agree that no demand for arbitration, lawsuit or any other legal proceeding connected with this agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. In addition any such legal proceeding shall not be heard before a jury. Each party gives up any right to a jury trial.

Assignees And Subcontractors. Knight may transfer or assign this agreement to any other entity including an alarm company or lender. Purchaser may not transfer this agreement to someone else (including someone who purchases or rents Purchaser's premises) unless Knight approves the transfer in writing. Knight may use subcontractors to provide installation, repair or monitoring services, and this agreement, shall apply to the work or services they provide, and shall apply to them and protect them in the same manner as it applies to and protects Knight.

Client Initials: _____

Commissioners Court - Regular Session

31.

Meeting Date: 02/09/2021

tax benefit enrollments for 2020 and re-enrollment for prior years

Submitted For: Gary Boyd

Submitted By: Gary Boyd, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP), including, but not limited to, receiving report from Environmental Programs Director and approving enrollment of properties participating during the 2020 calendar year (any participation received on or prior to 12/31/2020) into the tax benefit financing plan for tax year 2020 and to re-enroll prior year participating properties.

Background

The county's Regional Habitat Conservation Plan (RHCP), approved in 2008, provides for a portion of the increase in tax valuation for properties enrolled under the county's 10(a) incidental take permit with the US Fish and Wildlife Service to be directed to the Williamson County Conservation Foundation (WCCF) as the county's contribution for the acquisition, maintenance and monitoring of endangered species habitat in the county and for related environmental studies, community outreach and educational and informational activities. Specifically, under the RHCP a calculation is made using a base enrollment period. The taxable value of the base enrollment period is determined and a percentage – 15% as defined in the RHCP – of the cumulative increase in value in future taxable years is calculated. That calculated taxable value percentage is applied to the county's then current tax rate for the relevant operational, capital and planning purposes and the resulting sum is attributed to the RHCP and transferred to the WCCF investment corpus.

There is no increase nor decrease in taxes to participants/property owners. Once financial goals of the HCP have been achieved and sufficient basis for future activities is attained, then the allocation under this plan may be, but is not mandated to be, discontinued depending upon then existing conservation goals and requirements. The financial goal is primarily determined by the ability to maintain preserve properties (monitoring, maintenance, gain or accession and sustainment) in perpetuity and may be adjusted depending upon future conservation requirements of the RHCP including, but not limited to, then existing County needs for dealing with species listed (or proposed for listing and for similar species related activities) under the Endangered Species Act (as amended) or for related conservation activities which may include acquisition of requisite conservation land(s).

The Williamson County Habitat Conservation Plan is rare and distinct in its "pay as you go" financing for meeting conservation targets and the specific tax benefit financing structure is unique for the entire country in its approach to funding a habitat conservation plan.

Enrollment is on a year-to-year basis. Attached is a detailed list of private party participants for 2020 and summary lists for prior year enrollments.

The action needed is to enroll the 2020 participants and to re-enroll/extend the tax benefit financing for past years. The WCCF Board in January 2020 took action similar to the following requested motion to propose this agenda item to Commissioners Court.

NOTE: Two participations listed for 2020 were put on hold at the request of the applicant. Theses are noted as "ON HOLD" and will be added as soon as applicant notifies the WCCF to proceed. It is appropriate to set the tax basis for 2020.

Requested motion: "Motion to approve the County's Regional Habitat Conservation Plan: 1) enrolling 2020

participants in the tax benefit financing plan, and 2) to re-enroll/extend the tax benefit financing for past years as outlined in the County's Regional Habitat Conservation Plan."

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

2020 enrollments and graphics
2019 enrollments
enrollments 2018 and prior

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 02/03/2021

Reviewed By

Andrea Schiele

Date

02/03/2021 10:36 AM

Started On: 01/25/2021 03:02 PM

# of Participation	File number	Project Name
1	20200106	HM Parkside
2	20200110	M2E3 LLC
3	20200116	CA 1100 LTD – ON HOLD
4	20200117	Austin Avery Ranch
5	20200214	CA 17 Church Tract – ON HOLD
6	20200316	Berry Creek Georgetown ASLI IX
7	20200424	Wolf Lakes Village
8	20200728	Parkside on the River
9	20200924	DH Holdings
10	20200928	Milestone Community Builders
11	20201002	Canyons at HCH Ranch
12	20201201	Ultimate Construction
13	20201215	Christensen Crest
14		
15		

Note: Only taxable entities included; i.e., WCRBP, LCRA, TxDOT, and cities are not included.

Potential for Threatened and Endangered Species Occurrence
Near the Midland to Echo Pipeline Project, Williamson County, Texas

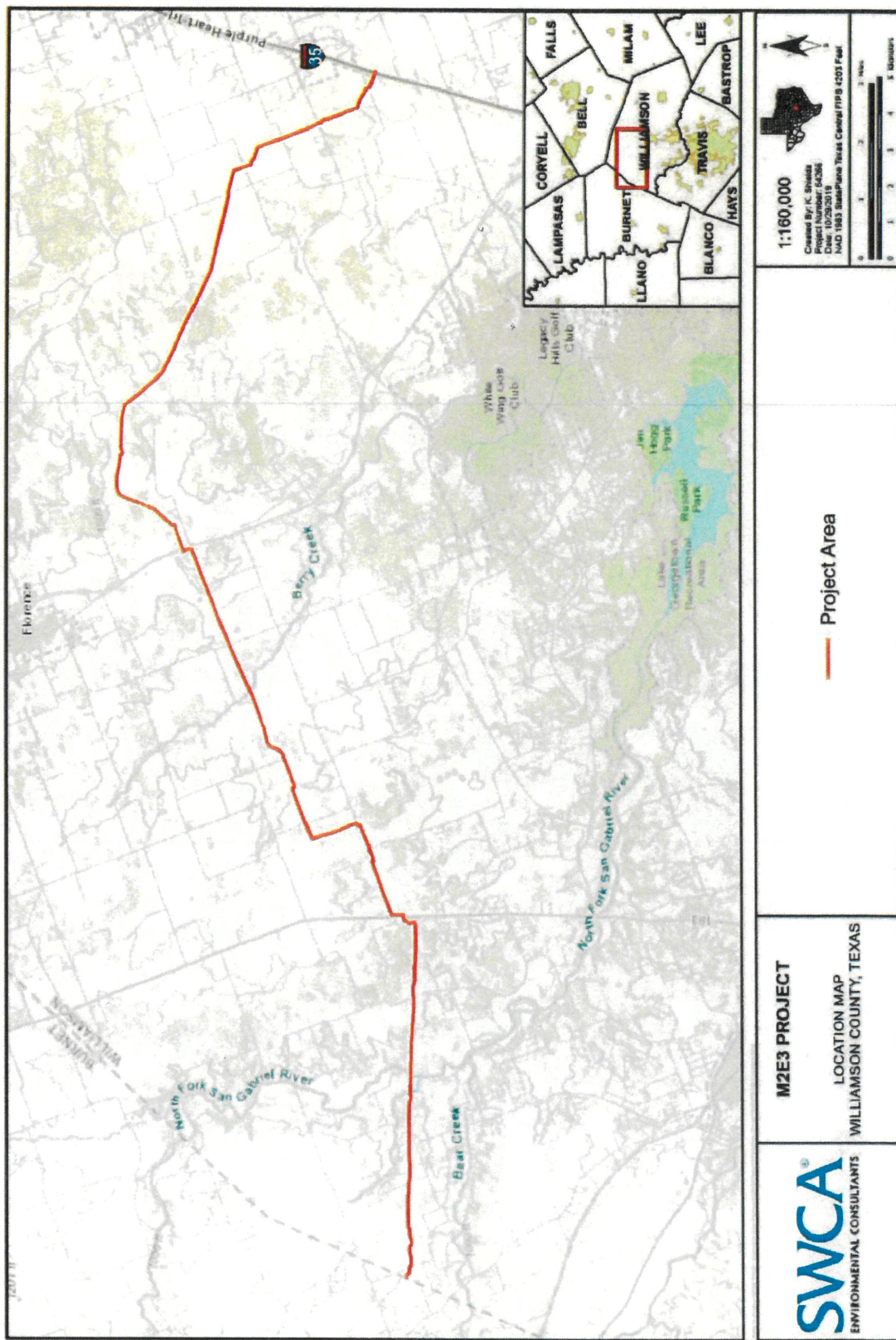
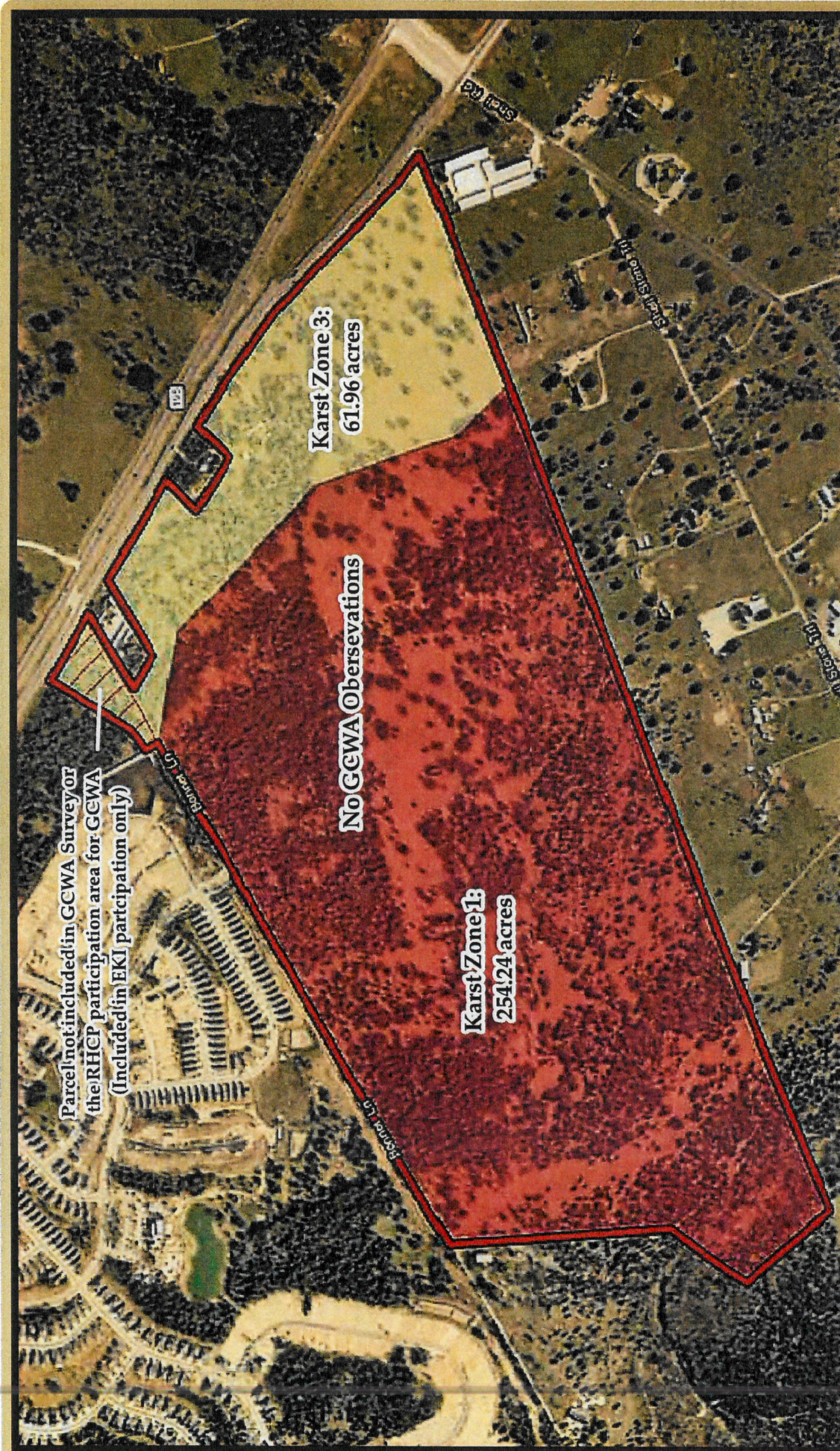



Figure 1. Location of the Project Area.

M2E3 LLC 202000110



This map is intended for planning purposes only. All map data should be considered preliminary. All boundaries and designations are subject to confirmation.



aci
consulting
austin • denver

GCWA Participation:

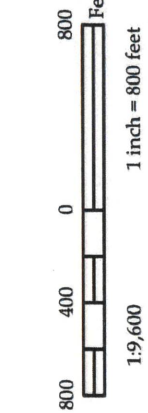
No GCWA observations during
Presence/Absence Survey: 312.50 acres

EKI Participation:


Karst Zone 1: 254.24 acres
Karst Zone 3: 61.96 acres

Subject Area

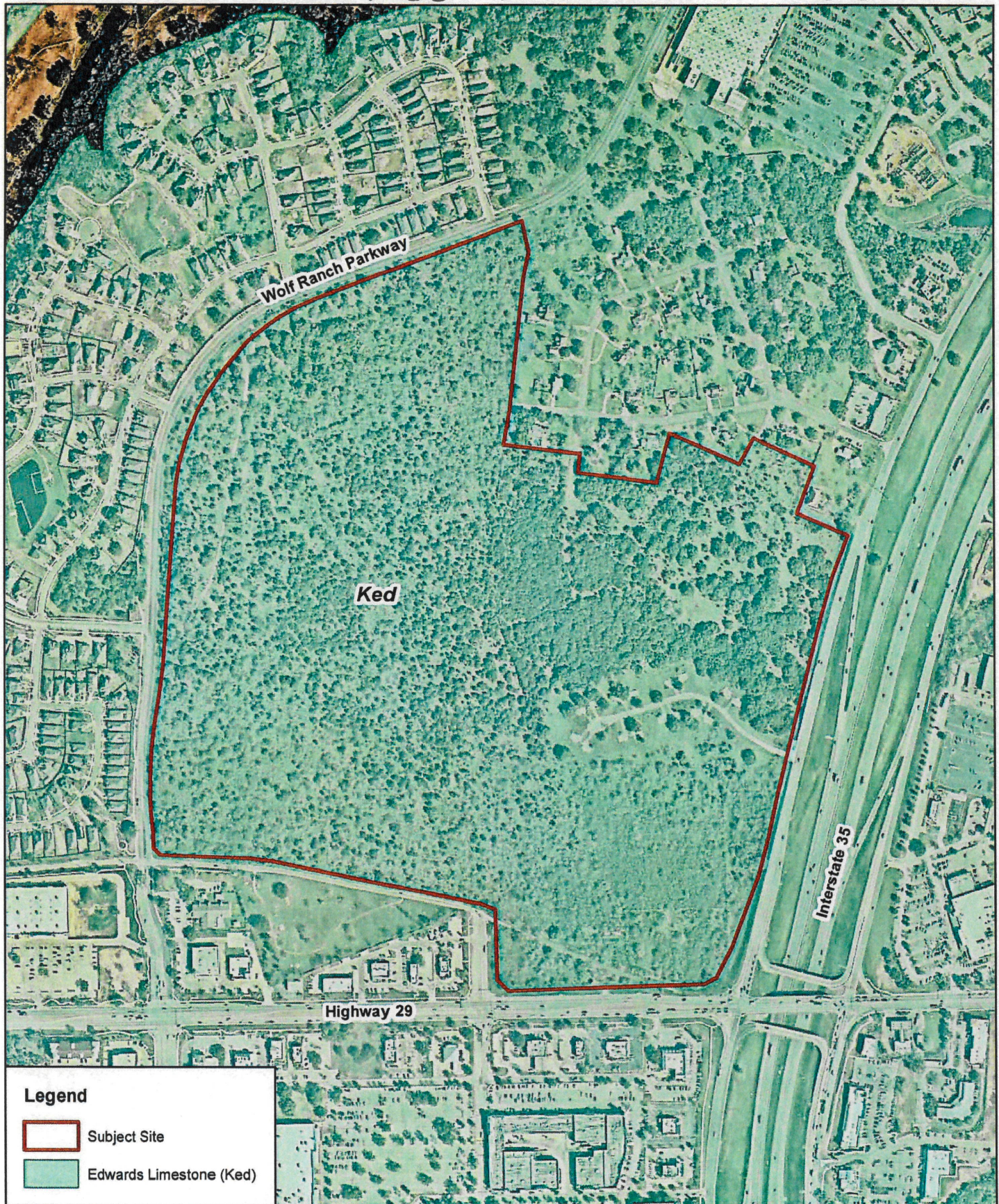
Karst Zone 1: 254.24 acres
Karst Zone 3: 61.96 acres



1 inch = 800 feet



N

**Legend**

-  Subject Site
-  Edwards Limestone (Ked)

Horizon
Environmental Services, Inc.

Date: 04/22/2020
Drawn: RMO
HJN NO: 200044.001HA
Source: Nearmap, 2020;
SWCA, 2008;
UT-BEG, 1995

Figure 1

WCRHCP Anticipated Fee Area
Wolf Lakes Village Tract
Georgetown, Williamson County, Texas



0 300 600
Feet

WOLF LAKES VILLAGE 20200424 (cont)

Exhibit "A"
to
Right of Entry
Participation Application No.:

Property Description

-Approximately 163.46 acres located northwest of the intersection at State Highway 29 and Interstate Highway 35, Georgetown, Williamson County, Texas.

-Williamson County Parcel Numbers:

R040721	R046442	R089781
R040724	R046455	R102325
R040728	R046460	R307339
R046403	R046467	R307685
R046404	R046468	R397516
R046405	R046469	R450183
R046406	R046470	R481306
R046407	R046471	R481307
R046408	R046472	R481308
R046409	R046473	R579759
R046410	R046474	R579760

-Legal Description, as described in Wolf Lakes P.U.D.: "Parcel of land located in the Joseph P. Pulsifer Survey, Abstract 498 (patented in conflict with the Orville Perry Survey, Abstract 10) and the Clement Stubblefield Survey, Abstract 558, Williamson County, Texas, being all of those tracts of land described in a special warranty deed to Wolf Lakes, LP, of record in Document No. 2013096286"; and

"All of the streets, alleys, road widening easements and/or public rights-of-way described, depicted and dedicated by subdivision plat in River Hills Section Two and the Amended River Hills Section Three, recorded in Cabinet E, Slide 65 and Cabinet E, Slide 135, respectively, being all those tracts of land described in a quitclaim deed to Wolf Lakes, LP, of record in Document No. 2019022656."

① Williamson County Parks /
E Gary Boyd

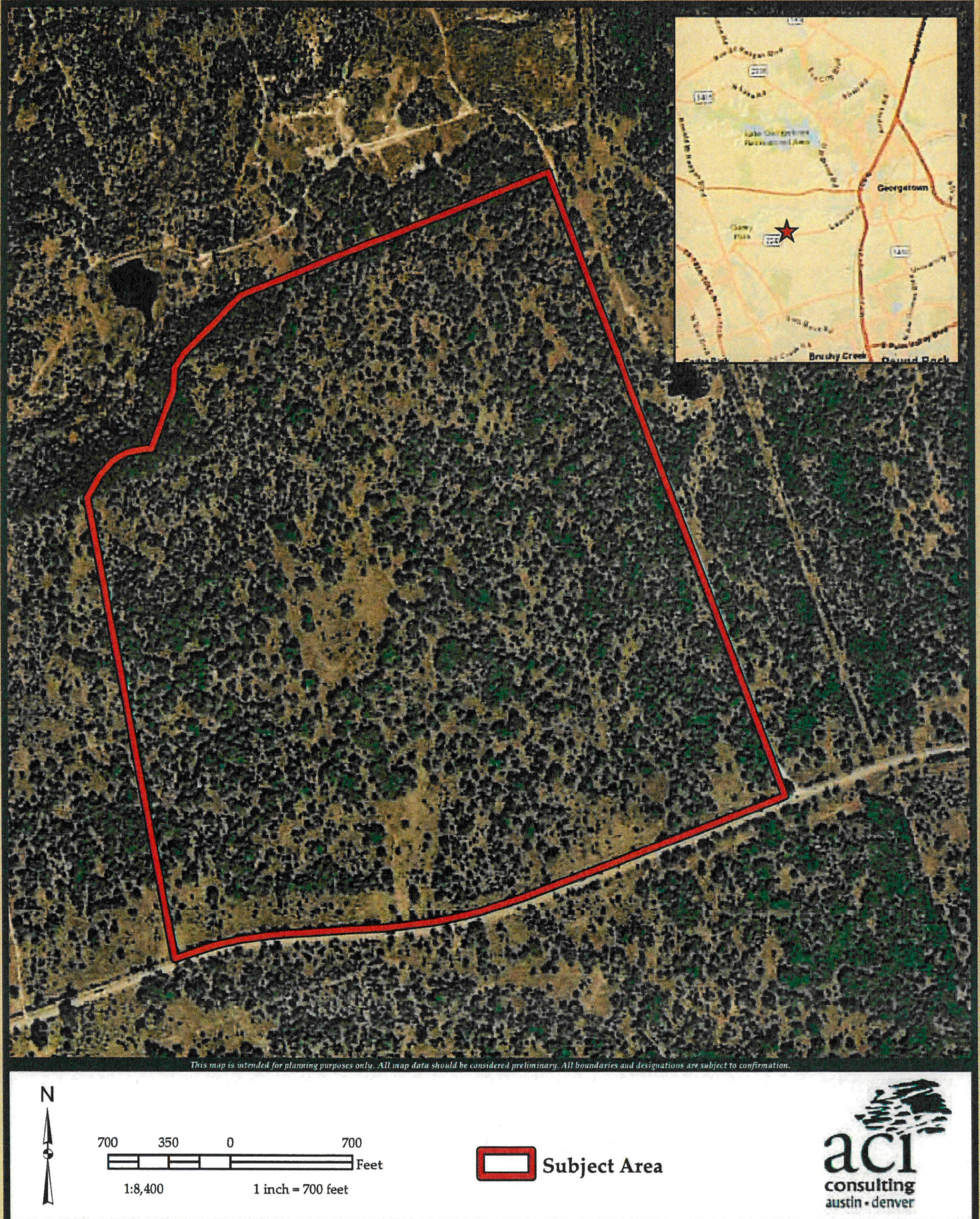
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020058654

MEM Fee: \$65.00
06/04/2020 03:57 PM MBARRICK



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

P:\Project Folders\22-18-074 Water Oak South (Blacks Marge Co)\GIS\Mapa York 5 - Parkside on the River Section 1B\Figure1_SiteLocationMap.mxd



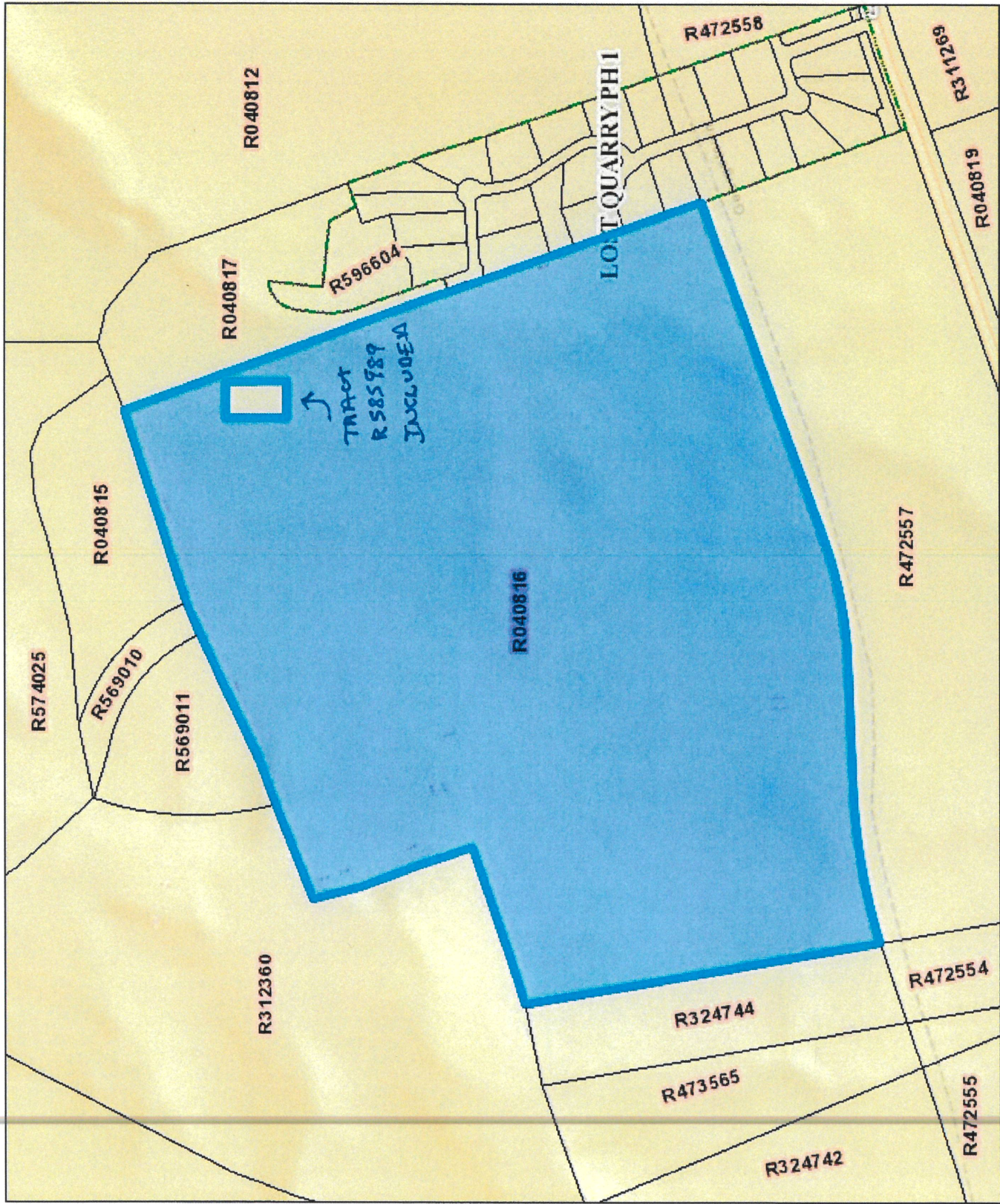
Parkside on the River Section 1B

20200728

aci Project No.: 22-18-074

Figure 1: Site Location Map

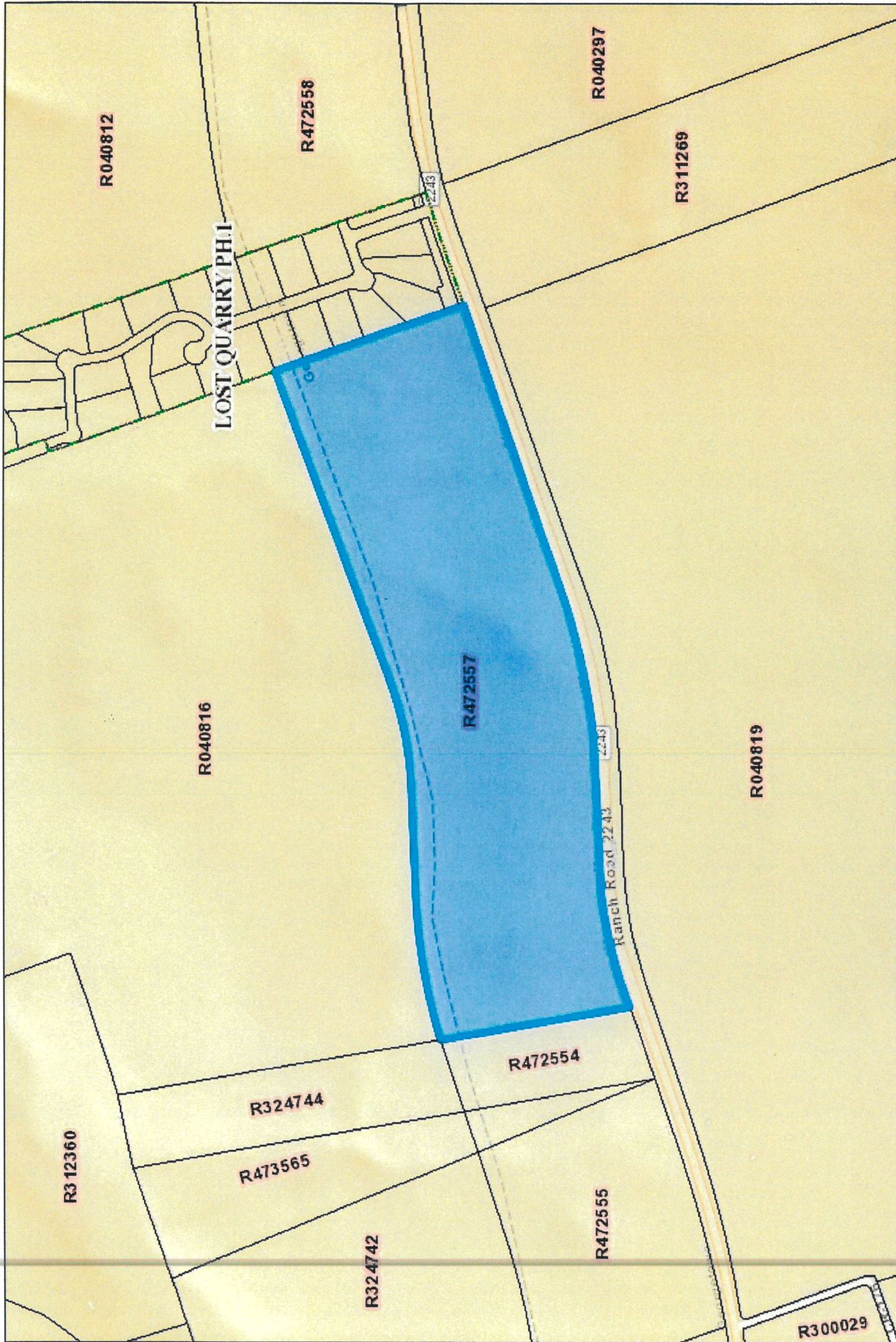
September 2019



Legend

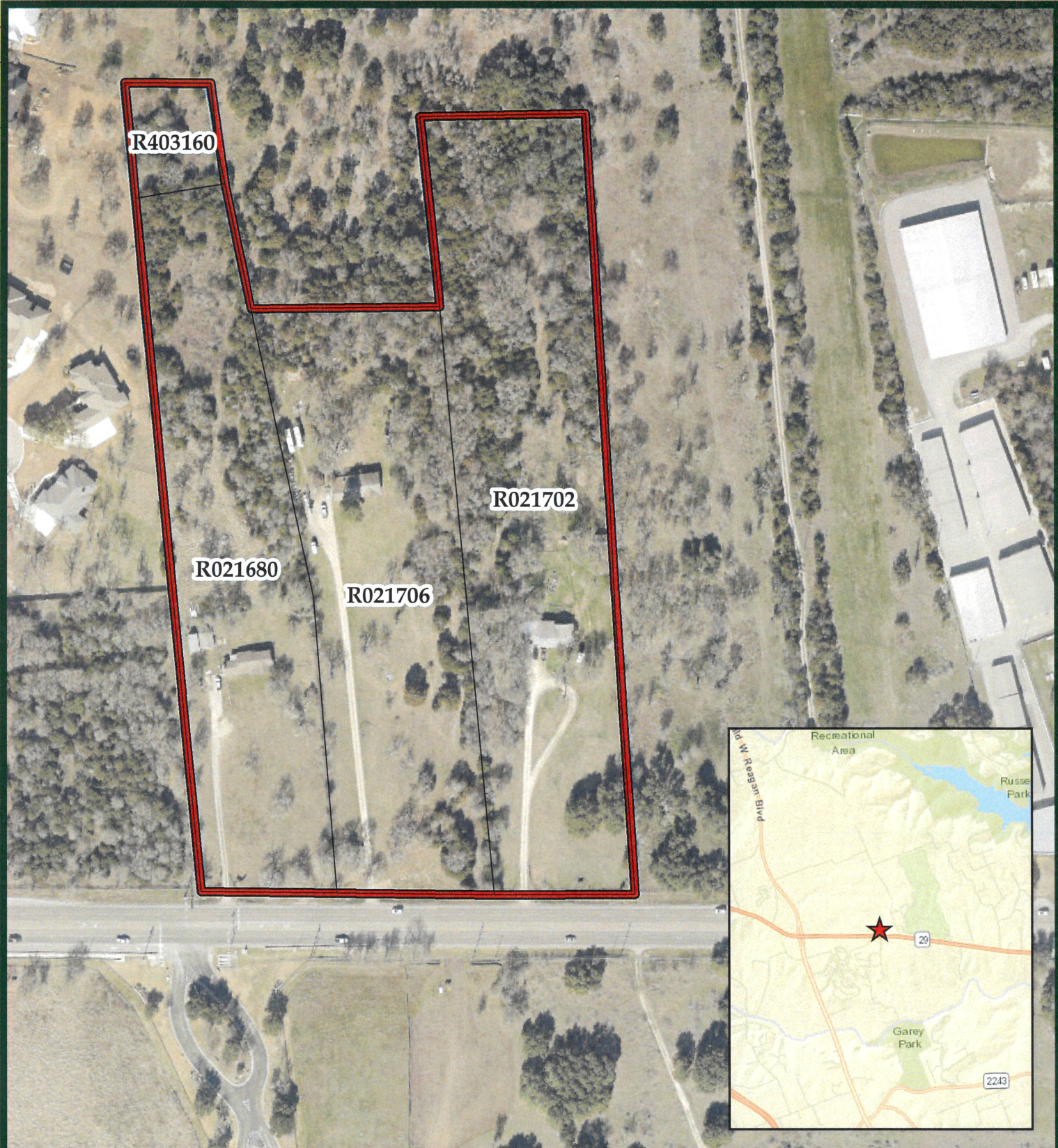
- County Boundary
- Subdivision
- Tax Parcel



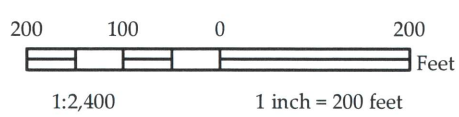


20200728 (cont. nued)

P:\Project Folders\22-20-066 Hwy29 16-acre Tract\GIS maps\WltoRHC\ParcelMap.mxd



This map is intended for planning purposes only. All map data should be considered preliminary. All boundaries and designations are subject to confirmation.



20200924

-  WCAD Parcels 2020
-  Subject Area



16-acre Hwy 29 Tract

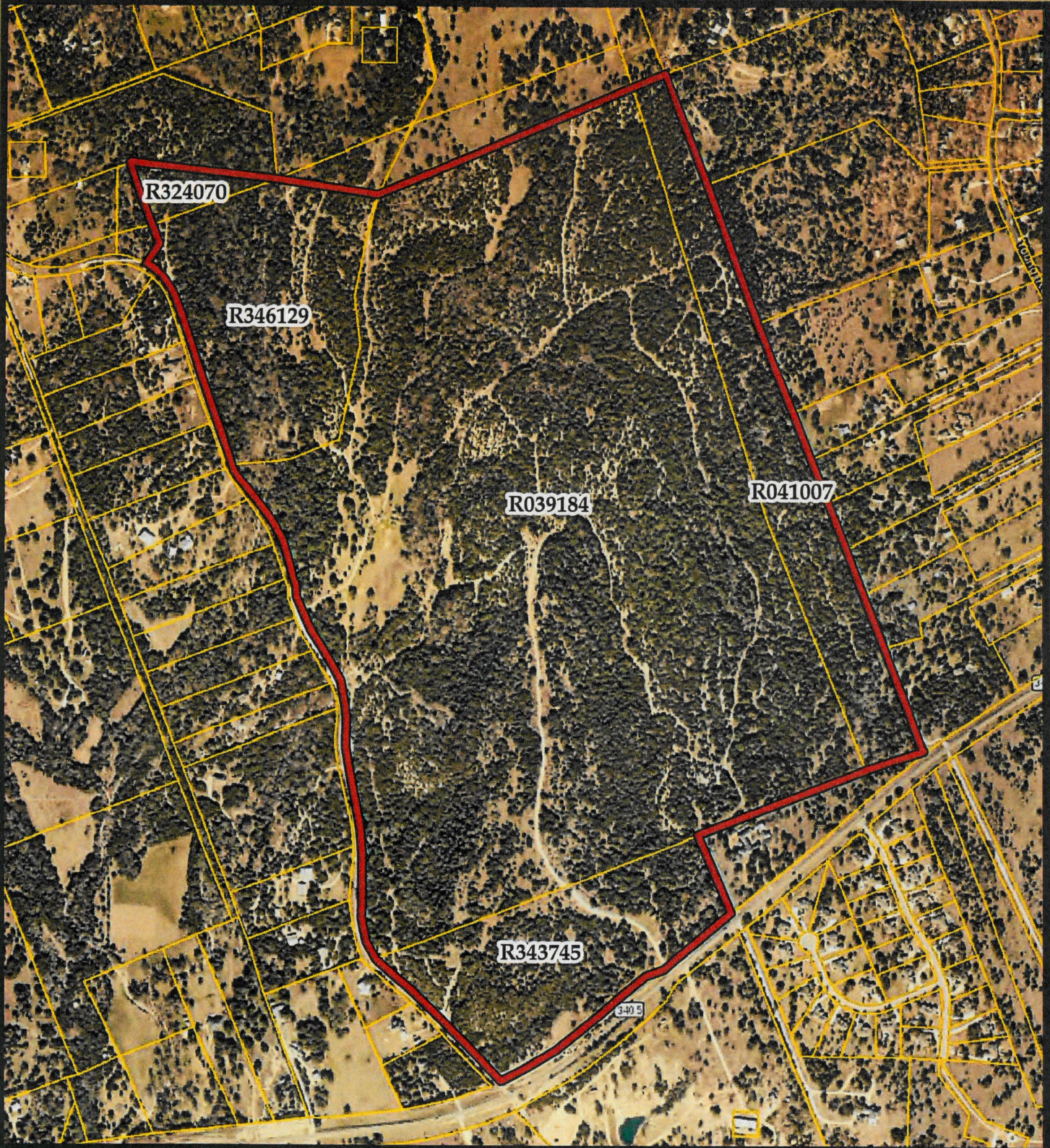
Exhibit C: Site Location and Parcel ID Numbers

DH HOLDINGS

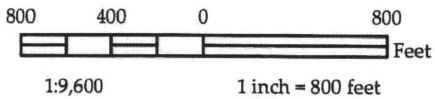
aci Project No.: 22-20-066

September 2020

P:\Project Folders\35-20-034 Hawes Ranch\parcels\Task 8 - Wilco RHCP\Exhibit C Parcels.mxd



This map is intended for planning purposes only. All map data should be considered preliminary. All boundaries and designations are subject to confirmation.



 Subject Area
 Parcels





Christenson Crest - 20201214

Web Print: 02/03/2021



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



20201214



Enter Map Title...
Web Print: 10/12/2020



Hampton Est. - Ultimate

2020/12/01

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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2019 Enrollment list for Tax Benefit Financing

<u>WCCF File</u>	<u>Project identity</u>	<u>Additional identification information</u>
20190111	HMNBC Development (Sauls Ranch)	A project site of approximately 40.018 acres of land out of the David Curry Survey, Abstract no. 130 and the E. McDaniel Survey, Abstract no. 441, Williamson County, Texas, AKA Sauls Ranch located northeast of the intersection of Creek Bend Boulevard and Hairy Man Road, Round Rock, Williamson County, Texas; WCAD reference tracts R533967 and R374926.
20190128	SFSG - B&M Global (Patience Phase 1)	Phase I Tract, located at the northern terminus of VP Ranch DriveGeorgetown, Williamson County, Texas: A project site of approximately 363.204± acres of land out of the John Berry Survey, Abstract Number 98, the Bartholomew Manlove Survey, Abstract Number 420, the Israel Sauls Survey, Abstract Number 595, the James C. Bell Survey, Abstract Number 87, the Robert Milby Survey, Abstract Number 459, the Daniel Medlock Survey, Abstract Number 839, the W.E. Pate Survey, Abstract Number 836, and the Samuel Campbell Survey, Abstract Number 157, and all situated in Williamson County and further described in called tracts (such description to be a part of any subsequent Participation Agreement); and located at the northern terminus of VP Ranch Drive, Williamson County, Texas; WCAD reference tracts R031529, R031741, R032267, R032352, R032362, R032382, R032386, R032387, R513874, R573563, R0573565, and R573567.
20190306	Highland Village Phase 1	A project site of approximately 68.29± acres of land out of the Lewis P. Dyches Survey No. 171, Williamson County, Texas; located at the northwest corner of Ronald Reagan Blvd. and CR 245; Williamson Central Appraisal District reference tracts R502838 and R576106
20190307	Highland Village Phase 2	A project site of approximately 123.70± acres of land situated in the Lewis P. Dyches Survey No. 171, Williamson County, Texas; of the total tract approximately 30.79± acres is in the Edwards Limestone geological karst zone; located at the southwest corner of Ronald Reagan Blvd. and CR 245; aka (and included with) 8400 FM 2338, Georgetown, TX; Williamson Central Appraisal District reference tracts R039206, R384085 and R495796.
20190308	Reserve at Wyoming Springs	A project site of approximately 37.58± acres of land situated in the Jacob M. Harrell Survey No. 284, Williamson County, Texas; located northwest of the intersection of Wyoming Springs Drive and Smyers Lane, Round Rock, Texas; Williamson Central Appraisal District reference tract R327569
20190312	Presidio III	A project site of approximately 8.541± acres of land out of a larger 68.011 acre tract, R. Saul Survey AW0551, nominal address being 13460 Lyndhurst St., Austin, Williamson County, Texas; the parent tract being Williamson Central Appraisal District reference tract R376662 and being identified as per the attached graphic

20190313	Presidio IV	A project site of approximately 5.117± acres of land out of a larger 68.011 acre tract, R. Saul Survey AW0551, nominal address being 10520 Lakeline Mall Drive., Austin, Williamson County, Texas; the parent tract being Williamson Central Appraisal District reference tract R376662.
20190501	Somerset - SC Neighborhood 68	A project site of approximately 36.12 acres out of the Fredrick Foy Survey No. 229 and comprising Williamson County Appraisal District tax parcels R388466 and R039471; located approximately 0.39 miles southeast of the intersection of Ronald Reagan Blvd. and CR 245 in the ETJ of Georgetown, Williamson County, Texas
20190508	Austin Auro, GP, LLC	A project site of approximately 50.105 acres out of the J.M. Harrell Survey No. 284, located north and east of the intersection of County Road 172 and FM 1325, Austin, Williamson County, Texas; comprising Williamson Central Appraisal District reference tracts R432506, R055636, R409307 and R522125
20190625	Clear Creek Ranch, Brohn Homes	A project site of approximately 25.729± acres of land (out of two tracts being 22.728± acres and 3.001± acres respectively; to be described in subsequent documents); nominal address being 2511 Sam Bass Road, Round Rock and 3 Tiffany Trail, Round Rock, Williamson County, Texas; the tracts being Williamson Central Appraisal District reference tracts R055160, R055221 and R055222
20190702	RiversideCA 17, LTD	A project site comprising an approximate 16.876 acre tract out of the John H. Dillard Survey, Abstract No. 179 and being a remainder of a 971.30 acre tract; and being described by metes and bounds; Document No. 2002005532 in official public records of Williamson County, Texas; Williamson Central Appraisal District tract R539878
20190703	RiversideCA 58, LTD	A project site comprising an approximate 53.295± acre tract out of the John H. Dillard Survey, Abstract No. 179 and being a remainder of a 971.30 acre tract; and being described by metes and bounds; Document No. 2002005532 in official public records of Williamson County, Texas; Williamson Central Appraisal District tract R539949
20190705	RR Whitestone, LP	A project site comprising an approximate 94.889± acre tract out of the John H. Dillard Survey, Abstract No. 179 and being a remainder of a 971.30 acre tract; and being described by metes and bounds; Survey Numbers 2007030948, 2007030951, 2008026486, and 2008048551 in the public records of Williamson County, Texas; Williamson Central Appraisal District tract R327186

20190722	Pearson Ranch West	A project site of approximately 155.792± acres out of the Rachel Saul Survey, Abstract No. 551 and the Thomas P. Davy Survey, Abstract No. 169 in Williamson County, Texas; being all of a 63.627 acre tract described in Document Nos. 2017006799, 2017006800, 2017006801, 2017006802 and 2017006803 of the official public records of Williamson County, Texas, as well as a portion of a 45.14 acre tract described in Volume 667, Page 315 and a portion of a 295.73 acre tract and all of a 1.000 acre tract to be described in Volume 1844, Page 392, both of the deed records of Williamson County, Texas; nominal address being 14320 Rm 620, Austin, Williamson County, Texas; the tracts being Williamson Central Appraisal District reference tracts R324288, R330616, R324291, R324289, R324292, R056515, R351046. R355497 and R328968.
20190801	CWS Brushy MF, LP	A project site comprising an approximate 10.723± acre tract out of the Thomas P. Davy Survey, Abstract No. 169 in the public records of Williamson County, Texas; nominal addresses are 15218 RM 620, Austin, Williamson County, TX 78717 and 15230 RM 620, Austin, Williamson County, TX 78717; Williamson Central Appraisal District tracts R311034, R055272, R055278, R055279, R055280 and R055281
20190903	Summit West (Novak)	A project site of approximately 10.62± acres being a part of RIVERY PARK 2 (BLK B AMD), BLOCK B, Lot 3 and RIVERY PARK 2 (BLK B AMD), BLOCK B, Lot 4, Georgetown, Williamson County, Texas; nominal addresses are (respectively) 1515 Rivery Blvd., Georgetown, and 1531 Rivery Blvd., Georgetown, and comprising Williamson Central Appraisal District reference tracts R471561 and R471562
20191021	Lost Woods, M-I Homes	A project site comprising three (3) tracts totaling approximately 69.15± acres out of the Anastasha Carr Survey, Abstract No. 122, and further described by metes and bounds; nominal address(es) being 2746 and 2750 CR 175 and 3958 Journey Parkway, Leander, Williamson County, Texas; Williamson Central Appraisal District Tracts R031570, R031573 and R031874
20191108	Central West Development	A project site of approximately 2.3 acres, Reata East, BLOCK B, Lot 3, nominal address being 3105 NORTHWEST BLVD, GEORGETOWN, TX 78628, Williamson County, Texas; comprising Williamson Central Appraisal District reference tracts R099120
20191206	JCI Residential	A project site of approximately 97.21± acres out of the Samuel Damon League, Abstract No. 179 and in the Rachael Saul League, Abstract No. 551, Williamson County, Texas being a portion of a called 789.508 acre tract of land described in deed to the State of Texas, State Department of Highways and Public Transportation, recorded in Volume 1723, Page 855 of Deed Records of Williamson County and being all of a called 97.24 acre tract of land described as Tract 01, as shown in a survey by Vickrey & Associates, Inc. date February 17, 2018 and further described by metes and bounds; also referenced as Williamson Central Appraisal District reference tract R587361

Master List of Taxable Participations since Plan Inception (2019 Inclusive)

WCCF File Number *

Project/Owner

Property

The WCCF file number system (year/mo/day) for receipt of applications was not adopted until 2012.

20101015	Highland Horizon Phase II	Approximately 66.11 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase II; tracts R502306 through R502428 inclusive (122 tracts)
20101019	Great Oaks Estates	Tract 1, Lot 5, Block A, Great Oaks; aka 15917 Great Oaks Drive, Round Rock, TX, R403591
20101102	Sendero Springs Sect 6 and 7	Section 6 and Section 7, Sendero Springs; approximately 57.87 acres in three tracts – Williamson County Appraisal District property identification numbers R432306, R055399 and R420220
20110405	Prevarian Round Rock	7220 and 7230 Wyoming Springs Drive, Round Rock, TX, WCAD property ID # R315215 (a 16.116 acre tract out of a 16.172 acre tract in the Jacob M. Harrell survey, further described by metes and bounds)
20110830	O'Reilly Auto Parts	A 1.264 Acre Tract, Lot 1, Serenada Country Estates Unit One, David Wright Survey, Abstract No. 13, City of Georgetown, Williamson County, TX; AKA Williamson County Appraisal District Parcel ID R046893, Location Address 3809 Williams Drive, Georgetown, TX 78628
20111004	Carolville. LTD	SHOPS AT VISTA RIDGE AMD, Lot 11, ACRES 19.97 (approximately); AKA Williamson County Appraisal District Parcel ID R502512; Location Address: 701 North Vista Ridge Boulevard, Cedar Park, TX 78613
20111101	Highland Horizon Phase III	Approximately 63.732 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase III; tracts R499361 and tracts R499590 through R499597 inclusive.
20111122	T.S.-S.D. LTD.	A tract out of the Samuel Damon Survey No. 170, containing 76.52 acres, more or less; Williamson County Appraisal District reference tracts R031875 and R474925
20120208	Pierce, Tyrrell	1710 CR 262, Georgetown, TX, 78633; AKA Lake Georgetown Estates II, Lot 8 (recorded in Cabinet J, Slides 319-320, plat records of Williamson County, Texas). WCAD tax parcel ID # R324853
20120419	Laredo W.O. , LTD.	A tract of 54.856 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 of the official public recored of Williamson County, Texas; said 54.856 acres being more particularly described by metes and bounds; WCCF Application #20120419.
20120514	JHJ Land Development, Inc.	Residential development, The Preserve at Heritage Oaks, a 9.48 acre development tract, WCAD tract reference R039221; WCCF application #20120514.

20120709	Allen Group, Oxford, MS	An approximate 26.67 acre tract out of the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; WCAD Parcel ID # R493685; WCCF Application 20120709.
20120824	BJM Mayfield Ranch, LTD	An approximate 23.776 acre tract out of the Ephraim Evans Survey, Williamson County, Texas, WCAD Parcel ID #R055388; WCCF file # 20120824; such project being described The Enclave at Mayfield Ranch, Williamson County, Texas.
20120918	Shel-Jenn, Inc.	Residential development, Heritage Oaks, a 12.43 acre development tract, WCAD tract reference R435456; WCCF application #20120918.
20121001	Madison at Georgetown Cotenancy	Residential/multi-use development, Madison at Georgetown, a 541.37 acre development tract, WCAD tract references R012261, R011080, R508127, R508128, R330211, R493826 and R496001; a tract out of the L.S. Walters survey; WCCF application #20121001.
20130114	HMR Holdings, Inc. and Highlands at Mayfield Ranch, LTD.	A 319.87 acre residential housing development comprising WCAD tracts R040295, R482072, R512094, R518980 and R518981, a series of tracts out of the J. Powell Survey; WCCF file #20130114; project is known as The Highlands at Mayfield Ranch
20130122	BRAE Group, LTD. and Novak Brothers/Texas Brownstones, LLC	a 24.07 acre subdivision, Nicholas Porter Survey Abstract No. 497, a replat of a portion of Lot 4, Block A, Lots 1,2,3,5,6, and 7 Block A, The Rivery Park II; WCAD reference numbers R466299, R466298, R466297 and R4288217; WCCF application #20130122
20130307	Laredo W.O. , LTD.	A portion of Williamson County Appraisal District Parcel ID #R039221, and being; A tract of 82.156 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 and also being a portion of the remainder of that certain 192.314 acre tract of land conveyed to Laredo WO. LTD. by deed of record in Document No. 2007014289, both of the official public records of Williamson County, Texas; said 82.156 acre tract of land more particularly described in three (3) parts by metes and bounds
20130502	Barclay/Texas Holdings VI, L.P., a Texas limited partnership	A approximate 11.41 acre commercial development comprising WCAD parcels R502881, R502882, R502883, R502884 and R502885; a series of tracts out of the Beck 11, Lots 1-5, Block A. WCCF file #201300502
20130508	Milestone Community AKA 2013 Land Investments, LLC and Green Acres Development, LLC	An approximate 59.67 acre project site, described in metes and bounds as per the attached two page description; WCCF file #20130508. The attached metes and bounds description (2 pages), WCAD tract maps (2 pages) and project area map (one page) is made a part of this exhibit. (Total of 5 pages)

20130619	Meritage Homes of Texas, LLC	A approximate 105.9 acre (or 4,617,263 square feet more or less, tract of land out of a called 107.462 acre tract described in conveyance to Curtis C. Borho in Participation Deed recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, out of the Anastasha Carr Survey, Abstract 122, Williamson County, Texas. A copy of the field notes (comprising two pages) for such tract are attached to this exhibit. The tract is also referenced as Williamson County Appraisal District reference number R031532.
20131016-A	Georgetown Healthcare Community Services, Inc.	A commercial development property comprising two parcels located at the northeast corner of the intersection of Scenic Drive and Leander Road, Georgetown, Williamson County, Texas and further identified by WCAD tract references R319864 and R090290; WCCF file #20131016-A
20131016-B	Georgetown Healthcare System	A commercial development property located at 2300 Scenic Drive, Georgetown, Williamson County, Texas and further identified by WCAD tract references R317353; WCCF file #20131016-B.
20131029	WILLRAE Partners III, Ltd	A project area known as 4135 Williams Drive, Georgetown, Williamson County, TX 78628; AKA Williamson County Appraisal District reference tract R504209. A 7.36 acre tract, zoned C-1, a multiple commercial office/retail condominium
20140131	First Baptist Church of Georgetown (parking lot)	Project area is a 10.762± acre tract southeast of the intersection of D.B. Wood Drive and SH 29 (West University); a parcel out of WCAD tract R040756 described by metes and bounds and conveyed to First Baptist Church of Georgetown, Texas (FBCGT) by Special Warranty Deed with VENDOR's Lien, January 10, 2014; official public records number 2014002634; this participation also covers a 0.172± acre tract easement public records number 2014002636.
20140210	NASH Rancho Hills LLC (a part of Rancho Sienna)	A housing and multi-use development tract south-southeast of Ronald Reagan Boulevard at Via de Rancho Boulevard, Leander, Williamson County, Texas; parcels out of the Greenleaf Fisk Survey and described in metes and bounds; WCAD tract R-numbers 499762, 523605, 523614 to 523629, 407745, 499873, 506829, 523596, 523597, 523600, 523601, 523602, 524810, 525467, 523603, 523598, 523604 and 494203.
20140415	Gardens at Verde Vista	An approximate 33.775 acre tract out of the Joseph Fish Survey, Abstract #232; WCAD tract R319285.
20140605	Wolf-Hillwood (Hillwood Communities)	A 767-acre tract located near D.B. Wood Road and SH 29, Georgetown, a part of the Iva Wolf McLachlan holdings, Williamson County, Texas; Williamson County Appraisal District reference #s R040444, R040445, R316771, R316772, R329763, R040430, R469948, R485592, R039230, R039268, R040756, R307358, R513561, R513563, R513987, R513988, R525975, R525976, and R044630.
20140611	Crescent Bluff	SH 29, Georgetown, Williamson County, Texas; an approximate 106 acre tract, Abstract AW0178, Donagan, I. Survey; WCAD tract R508134.
20140702	Daniel and Marlene Mansour	A 2.67 acre tract, WCAD reference R044521; Oakcrest Ranchettes, Unit 2; AKA 330 Evans Road, Georgetown, Williamson County, Texas.

20140723	Century Land Holdings II	Phases 2 and 3 of the Reagan's Overlook Subdivision (AKA Reagan's Overlook, LP) WCAD tract numbers R524614, R524613, R524615, R483562 and R032354; approximately 147.74 acres in five tracts (out of a larger 260 acre tract); location described as Ronald Reagan Boulevard at Vista Heights Drive.
20140729	Standard Pacific of Texas/BTA Land LLC	Approximately 79.5 acre development tract at 1600 to 1666 Spanish Oak Trail, Round Rock, Williamson County, Texas, consisting of nine (9) tracts out of the J.H. Dillard Survey (working name: Brushy Creek North); WCAD tract numbers R031988, R031989, R385028, R418515, R419749, R419748, R032006, R421187 and R494386.
20140925	Cannon 140 LP (Springswoods)	An approximate 140 acre development; nominal address is 731 CR 175 Leander. (Project is north of the Regional Park off of CR 175.) WCAD parcels R032138, R496874, R031736 and R496876.
20141023	Compostela Holdings ("Deer Haven")	An approximate 43.5 acre development tract at 3816 Williams Drive, Georgetown, Williamson County, TX. A tract out of the D. Wright Survey and comprising WCAD tract R474647 and a portion of tract R038722.
20141111	Pulte Group, Heritage Oaks at Pearson Ranch East	A 40.85 acre residential development located at 9005 Sharpstone Trail, which is a portion of Williamson County Appraisal District (WCAD) tract R329313, which is a larger 60.422 acre tract.
20141112	Pulte Group, Heritage Oaks at Pearson Ranch West	A 66.6 acre development located at the southwest corner of Avery Ranch Blvd. and Pearson Ranch Road; Williamson County Appraisal District (WCAD) tracts R504073 and R324221.
20141120	LAMY 2243 LTD (Bluffview)	A 77.27 acre development located on the west edge of current development on FM 2243; 1.4 miles west of IH 35; WCAD reference tracts R500156, R523502, R523503, and eastern 3.0 acres of R472552.
20141125-A	Zamin, L.P. (Chapman Tract)	A 177.935 acre tract (42.02 acres in karst zone), nominal address of 4501 Highway 29, Georgetown, Williamson County, TX; WCAD reference tracts R039244 and R351054.
20141125-B	RMD Development Partners, LLC (Mayfield Ranch Tract)	A 32.26 acre tract located at CR 175, Leander, Williamson County, Texas; WCAD reference tracts R474315, a portion of R462355, and that portion of Arterial H lying within these tracts.
20141126	Taylor Morrison of Texas, Inc. (Robinson Remnant Tract)	A 37.595 acre tract located northwest of the intersection of Smyers Lane and Wyoming Springs Drive, Round Rock, Williamson County, Texas; WCAD reference tract R327569
2015122	Campbell - Georgetown #1	16.57 Acres; WCAD parcel #R039524; 4655 Williams Drive, Georgetown
20150129	Woods - Pope	WCAD tracts R505278*, R055508, R055510*, R055511*; out of M.M. Hornsby Survey - * = consolidated into R534502; SH 45 at O'Connor
20150506	Lakeside Station Apartments	WCAD tracts R072533, R327108, R056507; Schirpaik and Sane Survey No. S4557; 13675 Rutledge Spur, Austin, Williamson County
20150603	Woodland Hills	WCAD tract R040796*; 35.511 acres out of Winslow Turner Survey, Abst. No. 607; * = replaced by R539756 and R539758; FM 3405; nominal 30.707877° N and -097.813811° W
20150611	The Summit II at Rivery Park	Lot 6 in Block "B" of AMENDED PLAT OF BLOCK "B" OF SUBDIVISION PLAT OF THE RIVERY PARK II; WCAD Tract R471564; nominal address is 520 Wolf Ranch Parkway, Georgetown, TX 78628

20150612	5N LLC	approximately 780 CR 262, Williamson County; WCAD tracts R041004, R041003, R041001 and R040574; approx 36.10 acres John Sutherland Survey , Abst. No 554 and G.B. Mayhall Survey, Abst. No 821
20150617	Trails at Leander	0.57 mi north of intersection of Bagdad Road and Crystal Falls Parkway, Leander; WCAD tract R031330; Approximately 49.35 acres out of E.D. Harmon Survey.
20150727	Georgetown Village 9 & 10	Phases 9 and 10 of Georgetown Village; WCAD tracts R525325 and R532404;
20151103	Oaks at San Gabriel	approximately 397.77 acres incorporating 173 WCAD tax parcels; list of parcels attached.
20151110	Highland Estates	Highland Springs Lane; 30.693473 N and -97.769578 W; WCAD tracts R407498, R539912, R539913, R506841, R506842.
20151111	Panther Bend	Ronald Reagan, approx 100' West of CR 245; R506911 and R534695; approximately 34.78 acres; beginning at a point south of County Road 258 (CR 258) identified by GPS coordinates as North 30.666249 and West -97.845463 and continuing in a southeasterly direction to a point south and east of the intersection of Ronald Reagan Blvd. and Elizabeth Park Blvd. (entrance to Santa Rita Ranch development) and identified by GPS coordinates N 30.662973 and W -97.838997 and comprising an approximate 100' x 2,358' project and disturbance corridor
20151125	RiversideCA 25, LTD	Corner of Amberglen Boulevard and Brianwick Drive, Austin, Texas; 11800, 11950, 12000 12100 West Parker Lane and 3440 Ranch Trails, Cedar Park; R433287 (parent tract - now R543561, R543562, R543563, R543565, R543566 and R543567)
20151130	RRCA Parmer Ranch Trails Lot 4, LTD	11900 West Parmer Ln, Cedar Park; a portion of R433287 (was parent tract - now R543564); nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633
20151211	Parmer Crossing West	Tom Kemp and RM 620, Austin; R488298
20151223	Sun City Neighborhoods 81-82	95.38 acres out of the Burrell Eaves Survey No. 216; 3231 SH 195 Georgetown; WCAD parcels R012012, R499739, R539687, R539688
20160129	Highway 29 Ventures LP	an approximate 441.18± acre project area located two miles east of the intersection of SH 29 and Ronald Reagan Boulevard and comprising tracts of the Don H. Lively Family Partnership, LTD., recorded as Document 9901719 of the Official Records of Williamson County; and, a 2.64 acre tract of the Don H. Lively Family Partnership, LTD., recorded as Document 2013063744 of the Official Records of Williamson County, Texas and related tracts, all identified by Williamson County Appraisal District tract numbers R090423, R524355, R021695, R022713, and R022553
20160218	Enterprise Pipeline	Incorporating WCAD tracts R304116 and R304123; beginning at a point south of River Down Road identified by GPS coordinates as N 30.616391 and W - 97.711515 and continuing in a southerly direction to an intersection with FM 2243 (Leander Road) identified by GPS coordinates N 30.610322 and W - 97.708983 and comprising an approximate 100' x 2,270' project and disturbance corridor.

20160223	Gatlin Creek	Approximate address 4935 Williams Drive, Georgetown, Texas; 121.61 acres, more or less, out of the Issac Jones Survey, Abstract No. 232, and being that tract of land described as Tract Three, Parcel One (2.05 acres, more or less) and Tract Three, Parcel Two (100.74 acres, more or less) in a Petition Deed to James Wolf, et al, dated November 24, 2009, and recorded as Document Number 2009090679 of the Official Public Records of Williamson County, Texas, and that tract of land described as 20.0 acres, more or less, in a Warranty Deed of Gift James Wolf, et ux, dated March 12, 1996 and recorded in Document Number 9612381 of the Official Public Records of Williamson County, Texas; further identified as Williamson Central Appraisal District tract numbers R300099, R039930, R040993, R473857, R473858 and R507535
20160226	Sections 11A and 11B of the Ranch at Brushy Creek	Approximate address is 516 Buck Ridge Road, Cedar Park, Texas 78613. An approximate 15.353 acre tract out of the John H. Dillard League, Abstract 179, Williamson County, Texas, conveyed by deed of record in documents nos. 201508639, 2014036263, and 2014001291 of the official public records of Williamson County; Williamson County Appraisal District tracts R525464, R543261, R493994, R529911 and R543262
20160329	Enterprise Pipeline	Incorporating Williamson Central Appraisal District reference parcels R022461, R524837, R493930 and R022482; beginning at a point south of County Road 258 (CR 258) identified by GPS coordinates as North 30.666249 and West -97.845463 and continuing in a southeasterly direction to a point south and east of the intersection of Ronald Reagan Blvd. and Elizabeth Park Blvd. (entrance to Santa Rita Ranch development) and identified by GPS coordinates N 30.662973 and W -97.838997 and comprising an approximate 100' x 2,358' project and disturbance corridor
20160531	Lot 1, Block A, State Farm Section Five, a subdivision in Williamson County, Texas	Corner of Amberglen Boulevard and Brianwick Drive, Austin, Texas; Lot 1, Block A, State Farm Section Five, a subdivision in Williamson County, Texas, according to the map or Plat thereof recorded in Cabinet EE, slide 342-344, of the Plat Records of Williamson County, Texas; Additionally identified as Williamson Central Appraisal District tracts R538935, R538936 and R538937. A property being described as approximately 22.58 acres generally at the southwest corner of Amberglen Boulevard and Briarwick Drive, Austin, Texas 78729.
20160812	Sun City Neighborhoods 83 and 86 and SCS	A project site of approximately 102.952 acres out of the 417.81 acre Burrell Eaves Survey No. 216 and comprising all or part of Williamson County Appraisal District tax parcels R539687 and R012012; nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633

201601102	Sun City Neighborhood 84 and SCS	A project site of approximately 50.23 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising all or part of Williamson County Appraisal District tax parcels R539688 and R012012; nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633
20170301	Chisholm Trail Developers Venture Ltd	A project site of approximately 74.32 acres out of the Curry, D. Survey and comprising Williamson County Appraisal District tax parcels R055139 and R325976; nominal address is 1720 Chisholm Trail Road, Round Rock, Williamson County, Texas; The project is a mixed-use development bounded by Chisholm Trail Road on the east, Old Settlers Parkway on the north and by rail lines (GTRR) on the west.
20170221	Chisholm Trail Developers Venture Ltd	A project site of approximately 57.9 acres out of the Curry, D. Survey and comprising Williamson County Appraisal District tax parcels R055184 and R055183; nominal address is 1901 Chisholm Trail Road, Round Rock, Williamson County, Texas; The project is a mixed-use development bounded by IH 35 (and its west side access road) and Chisholm Trail Road. The two tracts are bisected by Chisholm Parkway.
20170116	Enterprise Crude Pipeline,	That portion of a Midland to Sealy pipeline project beginning at the Williamson/Burnet County line approximately at GPS coordinates 30.731390 N -97.991970 W and comprising a corridor of approximately 100 feet (plus temporary workspaces) by 54.7 miles and terminating approximately at the Williamson/Lee County Line at GPS coordinates 30.421109 N -97.273576 W; The project area comprises an approximate 100' x 54.7 mile impact area of a larger (Midland, Texas to Sealy, Texas) crude pipeline project; i.e., that portion of the larger project that crosses Williamson County. (This description includes those segments – approximately 4628 linear feet – previously covered under the Williamson County HCP participations, those being WCCF file #20160218 and file #2016032)
20170419	Enterprise Crude Pipeline,	The participation under WCCF file number 20170419 comprises only those adjustments or minor realignments to the original participations for the overall project. The entire project area comprises an approximate 100' x 54.7 mile impact area of a larger (Midland, Texas to Sealy, Texas) crude pipeline project; i.e., that portion of the larger project that crosses Williamson County. This description includes those segments previously covered under the Williamson County HCP participations, those being WCCF file #20160218 and file #20160329 and file #20170116 and hereby adjusted under this participation. The total of adjustments total 10.66 acres at 21 specific locations. The net increase above prior participations is 0.63 acres.

20170626	Preparetolearn, LLC; dba the Goddard School at Heritage Oaks	A location South of Avery Ranch Road and East of Pearson Ranch Road, Austin, Williamson County, Texas; A project site of approximately 2.28 acres out of a 58.664 tract, J. Shelton Survey, Williamson County, Texas; being a portion of WCAD parcel reference R329313, namely the most southwesterly 2.28 acres of said WCAD reference tract; a location South of Avery Ranch Road and East of Pearson Ranch Road, Austin, Williamson County, Texas.
20170613	Mint Builders, LLC.	The project is a seven house subdivision located at 309 – 325 Limestone Creek Road (lots 2 through 8), Leander, TX and includes an extension and cul-de-sac for Limestone Creek Road including related utilities and appurtenances; A project site of approximately 8.2 acres out of the Milton Hicks Survey, Abstract No. 287, situated in the City of Leander, Williamson County, Texas being a portion of that certain 10.01 acre tract of land conveyed to 162 Park Ranch Holdings, Ltd. By deed of record in Document No. 2001052195 of the official public records of Williamson County, Texas; AKA Williamson Central Appraisal District tract R346187; nominal addresses being 309 – 325 Limestone Creek Road, Leander, TX 78641
20170119	Cypress Georgetown, L.p. (by Cypress Georgetown, GP, LLC – General Partner)	The project is a retail center including a grocery retail building, a drive through restaurant and a Fuel Station; limits of construction is 479,538 square feet; A project site of approximately 11.063 acres, OAK MEADOWS CORNER SUBDIVISION, Lot 1; Nominal addresses of 5711, 5721, 5725 and 5731 Williams Drive, Georgetown, 78628; Williamson County Appraisal District tract R552971.
20170118	Pulte Homes of Texas, L.P.	A project site of approximately 17.14 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising all or part of Williamson County Appraisal District tax parcel R012012; nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633; The project is for an amenity center for the single family residential areas on the northeast portion of Sun City, heretofore known as the Queen tract.
20170710	Pulte Homes of Texas, L.P.	The project is for a single family residential neighborhood with associated utilities; A project site of approximately 24.0 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising a portion of Williamson County Appraisal District tax parcels R012012; nominal (access) address is 3231 SH 195, Georgetown, Williamson County, Texas 78633.
20170320	CSW Wolf LP (formerly Endeavor Real Estate Group LTD)	Approximately 37.21 acres out of the STUBBLEFIELD, C. Survey and comprising all or part of Williamson County Appraisal District tax parcel R574779, Georgetown, Williamson County, Texas 78626

20180212	Presidio II Apartment Investors, LLC	approximately 8.624 acres out of the Rachel Saul Survey Abstract No. 551, Williamson County, Texas; Williamson Central Appraisal District reference tract R562948; AKA PRESIDIO PH 2, Lot 1B; Georgetown, Williamson County, Texas.
20180305	Turtle Rock Condominiums	Approximately 5.242 acres, S11615 – Deer Park – Live Oak – Dominique Sec 2 Amended, Block B, Lot 1, Williamson County, Texas; Williamson Central Appraisal District reference tract R496711
20180308	CSW PAM LLC	Approximately 4.244 acres, S10584 - BROADSTONE AT PARMER, BLOCK A, Lot 2, Williamson County, Texas; Williamson Central Appraisal District reference tract R528027*; nominal physical access address is 800 ANDERSON MILL RD, AUSTIN, TX 78729 (* see WCAD tracts R569024 and 569025)
20180312	Sun City Neighborhood 85 (Pulte Homes of Texas, LP)	Approximately 24.5 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising a portion of Williamson County Appraisal District tax parcels R554917; Georgetown, Williamson County, Texas 78633
20180314	Three Points	Approximately 45.475 acres more or less (a 26.945 acre tract, a 15.513 acre tract, a 0.35 acre tract, a 0.46 acre tract, and TWO 1.00 acre tracts) out of the John H. Dillard Survey, Abstract No. 179 in Williamson County, Texas; Williamson County, Texas; and comprising all or part of Williamson Central Appraisal District reference tracts R365700, R325397, R032003, R097278, R366986 and R048815; CEDAR PARK, Williamson County, TX 78613
20180517	CSW Georgetown	Approximately 6.079 acres, further identified as AW0558 AW0558, out of the Stubblefield, C. Survey, Williamson County, Texas; Williamson Central Appraisal District reference tract R040700; Georgetown, TX, 78626
20180529	Parmer Ranch Partners, LP	A project site of approximately 454.7 acres, a combination of two tracts out of the Chas H. Delaney Survey, Abstract No. 181 and the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; located at the intersection of Ronald Reagan Boulevard and Williams Drive (FM 2338), Georgetown, TX
20180613	H4 Georgetown (Hillwood)	Approximately 365.688 acres, a combination of two tracts; an approximate 129± acre tract (west tract) located in the Joseph Thompson Survey, Abstract No. 608; and, a 236± acre tract (east tract) located in the Joseph Thompson Survey, Abstract No. 608 and the Clement Stubblefield Survey, Abstract No. 558; Williamson County, Texas located on both east and west sides of sides of the City of Georgetown right-of-way extension of D.W. Wood Road (aka Southwest Bypass) and comprising all or part of Williamson Central Appraisal District reference tracts R040821, R420728, R534930, R040717, R534928, R526043, R313624, R040756 and R548562.

20180627	RR Campus LP	Approximately 127.8± acres, a combination of two tracts out of the William J. Baker Survey, Abstract No. 64, Williamson, Texas (and a portion of which is in Travis County, Texas and NOT a part of this participation) and comprising all or part of Williamson Central Appraisal District reference tracts R055071, R449714, R499711, R317102, R055075 and R055073;), located northeast of McNeil Drive and Parmer Lane, Austin, Williamson County, TX;
20180925	Lewis Woods, LLC	Approximately 12.237± acres, a combination of two tracts out of the Malcom M. Hornsby Survey No. 69, Abstract No. 281, in Williamson County, Texas and comprising all of Williamson Central Appraisal District reference tract R516425 and R573675; located northwest of the intersection of State Highway 45 and South O'Connor Drive, Austin, Williamson County, Texas
20180927	Sedro Crossing	Approximately 18.56± acres, a combination of four Williamson County Appraisal District tracts in Georgetown, Williamson County, Texas; WCAD tracts R517372, R517373, R571374 and R517375;
20181025	Indigo Ridge Development Partners, LLC	Approximately 126.36 acres, further identified as AW0015, out of the Anderson, W. Survey, Williamson County, Texas; Williamson Central Appraisal District reference tract R031464; Cedar Park, Williamson County, TX.
20181127	GS Lakeline AA Apartments LLC	Aproximately 7.62± acres, further identified as Lakeline Gardens Block A, Lot 1, Austin, Williamson County, Texas; Williamson Central Appraisal District reference tract R056479 (combined tracts R573084 and R573085

Commissioners Court - Regular Session**32.****Meeting Date:** 02/09/2021

Microsoft EA License Renewal FY21

Submitted For: Randy Barker**Submitted By:** Kim Chappius,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the FY21 renewal of Microsoft EA Licenses with SHI Government Solution, Inc. in the amount of \$820,617.12 per the terms of DIR Contract #DIR-TSO-4092 to support the operations of the Williamson County ITS Department.

Background

This is the annual renewal for the Enterprise Agreement for Microsoft 365 Office products such as Word, Excel, PowerPoint, etc. Department point of contact is Richard Semple. Funding source is 01.0100.0503.004208 in the amount of \$740,617.12 and 01.0100.0503.003011 in the amount of \$80,000.00.00. Funding was approved for FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PRICE PROSPOSAL

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 02/04/2021

Reviewed By

Randy Barker

Andrea Schiele

Date

02/04/2021 10:24 AM

02/04/2021 10:29 AM

Started On: 01/29/2021 02:44 PM



Pricing Proposal

Quotation #:	19884730
Description:	Microsoft EA - Year 2 Payment - EA# 62421705
Reference #:	EA# 62421705
Created On:	Jan-05-2021
Valid Until:	Feb-28-2021

WILLIAMSON COUNTY INFORMATION
TECHNOLOGY SERVICES

Jim Daniels
301 SE INNERLOOP
S 105
ATTN: ACCOUNTS PAYABLE
Georgetown, TX 78626
United States
Phone: 5129431455
Fax:
Email: jdaniels@wilco.org

Inside Account Manager

Jonathan Gaudet
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Phone: (800) 870-6079 Option 2
Fax: 512-732-0232
Email: Jonathan_Gaudet@shi.com

[Click here](#) to order this quote

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	O365GCCF1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	622	\$32.76	\$20,376.72
2	ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	50	\$36.15	\$1,807.50
3	Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	3	\$271.30	\$813.90
4	O365GCCE1FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R6-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	212	\$63.72	\$13,508.64
5	WinSvrSTDCore ALNG SA MVL 16Lic CoreLic Microsoft - Part#: 9EM-00267 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	1	\$137.52	\$137.52
6	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software VAR	37	\$17.52	\$648.24

Contract #: DIR-TSO-4092
Coverage Term: Feb-01-2021 – Jan-31-2022
Note: Year 2 of 3 (PO# 174027)

7	SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	144	\$48.30	\$6,955.20
8	O365GCCE3 ShrdSvr ALNG SU MVL O365GCCE1 PerUsr Microsoft - Part#: AAA-11919 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	212	\$135.67	\$28,762.04
9	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	1173	\$180.50	\$211,726.50
10	EntMobandSecE3Full GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-32907 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	1077	\$92.89	\$100,042.53
11	WinE5 for use wGCC ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-98559 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	738	\$113.42	\$83,703.96
12	WinE5 for use wGCC ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-98559 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	951	\$118.80	\$112,978.80
13	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	5	\$90.32	\$451.60
14	O365AdvThrtPrctPln2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: GLN-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	1500	\$45.20	\$67,800.00
15	VisioPlan1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: HWT-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	3	\$45.22	\$135.66
16	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Microsoft Software VAR	1	\$0.00	\$0.00

Contract #: DIR-TSO-4092
Coverage Term: Feb-01-2021 – Jan-31-2022
Note: Year 2 of 3 (PO# 174027)

17	EntMobandSecE3FullKGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQV-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	622	\$26.60	\$16,545.20
18	EMSE5FullGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQY-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	212	\$157.40	\$33,368.80
19	CloudAppSecGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRA-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	212	\$0.00	\$0.00
20	AzureATPUsersGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRC-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	212	\$0.00	\$0.00
21	VisioOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	50	\$135.66	\$6,783.00
22	O365GCCE5FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T2P-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174027)	212	\$339.50	\$71,974.00
23	VisioOnlnP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174477)	2	\$135.66	\$271.32
24	CloudAppSecGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRA-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174332)	107	\$0.00	\$0.00
25	AzureATPUsersGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRC-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174332)	107	\$0.00	\$0.00
26	EMSE5FullGCC ShrdSvr ALNG SU MVL EntMobandSecE3GCC PerUsr Microsoft - Part#: MQY-00002 Contract Name: Microsoft Software VAR	107	\$65.76	\$7,036.32

Contract #: DIR-TSO-4092
Coverage Term: Feb-01-2021 – Jan-31-2022
Note: Year 2 of 3 (PO# 174332)

27	MeetingRoomGCC ShrdSvr ALNG SubsVL MVL PerDvc Microsoft - Part#: MQH-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174332)	5	\$138.48	\$692.40
28	O365GCCE5 ShrdSvr ALNG SU MVL O365GCCE3 PerUsr Microsoft - Part#: T2N-00005 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174332)	127	\$161.16	\$20,467.32
29	DmstcCallingPGCC ShrdSvr ALNG SubsVL MVL PerUsr 120min Microsoft - Part#: LM9-00003 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174383)	5	\$63.36	\$316.80
30	O365GCCE5 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T2N-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174332)	10	\$374.28	\$3,742.80
31	EntMobandSecE3FullKGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQV-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174332)	15	\$26.59	\$398.85
32	EntMobandSecE5Full GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQY-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174332)	20	\$157.39	\$3,147.80
33	EntMobandSecE3Full GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-32907 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174332)	50	\$92.88	\$4,644.00
34	O365GCCF1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174332)	15	\$32.76	\$491.40
35	ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2021 – Jan-31-2022 Note: Year 2 of 3 (PO# 174332)	15	\$36.14	\$542.10
36	VisioProforO365G ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR	3	\$115.40	\$346.20

Total \$820,617.12

Additional Comments

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

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

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

Commissioners Court - Regular Session**33.****Meeting Date:** 02/09/2021

Public Hearing PCN 393

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

10:00 Conduct public hearing relating to a request to fund up to, but no more than, 60 days of salary and related fringe for PCN #393, Community Development Block Grant Administrator, from Department 0409 (Non-Departmental) budget and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

Background

The reason for the payment in excess of the budgeted amount (increase of \$17,649.72) is due to current federal CDBG funding approval expiring January 22nd, 2021. The request is to add funding for up to sixty days to cover payroll costs. The payment will be made through the regular payroll process using general fund, non-departmental dollars. Once the annual plan is approved, the Auditor's Office has verified with the federal government the funds used will be reimbursed and placed into the line items originally expensed. The public purpose served is providing the services necessary for continuity in the numerous ongoing projects and citizens served through CDBG funding.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Koenig

Final Approval Date: 02/03/2021

Reviewed By

Andrea Schiele

Ashlie Koenig

Andrea Schiele

Ashlie Koenig

Date

02/01/2021 12:13 PM

02/01/2021 12:21 PM

02/01/2021 12:24 PM

02/03/2021 01:26 PM

Started On: 02/01/2021 11:09 AM

Commissioners Court - Regular Session**34.****Meeting Date:** 02/09/2021

Funding for PCN 393

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a request to fund up to, but no more than, 60 days of salary and related fringe for PCN #393, Community Development Block Grant Administrator, from Department 0409 (Non-Departmental) budget.

Background

No line item transfer is needed at this time. Sufficient funds are already available in succession planning line items. Since funds will be reimbursed, we suggest using these funds temporarily while waiting for reimbursement.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office (Originator)

Form Started By: Ashlie Koenig

Final Approval Date: 02/03/2021

Reviewed By

Andrea Schiele

Ashlie Koenig

Date

02/01/2021 12:14 PM

02/03/2021 01:26 PM

Started On: 02/01/2021 11:15 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 02/09/2021

Award RFP T2170 RFP Commercial Lease of Building at 303 Main St and Adjacent Parking Area

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFP T2170 Commercial Lease of the Building at 303 Main St and Adjacent Parking Area to 309 Coffee, LLC and authorizing the execution of the Commercial Lease Agreement.

Background

Williamson County received one submittal through our bidding portal. The Evaluation Team is recommending that 309 Coffee LLC be awarded the RFP. The initial lease shall be for five (5) years commencing on February 9, 2021. The monthly lease amount is \$1,800.00, plus \$236.97 as additional rent for Lessee's one-twelfth (1/12) portion of the annual real property taxes. The point of Contact is Dale Butler. The funding source: Revenue

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Commercial Lease Agreement
Statement of Opening
Evaluation Sheet Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	02/04/2021 10:45 AM
County Judge Exec Asst.	Andrea Schiele	02/04/2021 10:59 AM
Form Started By: Johnny Grimaldo		Started On: 02/04/2021 08:29 AM
Final Approval Date: 02/04/2021		

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is made between **Williamson County**, a political subdivision of the State of Texas, hereafter called "Lessor", and _____ **309 Coffee, LLC** _____, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the following described commercial property: That certain property designated as follows: 303 Main Street, Georgetown, Texas (WCAD R048324) (Whittle Addition, Block 3, Lot 1(NW/Pt), Acres .16) which contains a 2,024 square foot building; and 307 Main Street, Georgetown, Texas (WCAD R048321) (Whittle Addition, Block 3, Lot 1(NW/Pt), Acres .1598) which is a vacant unimproved lot; being further depicted by the overhead image set out in **Exhibit "A"**, which is attached hereto and incorporated herein (the "Leased Premises").

1. TERMS OF LEASE.

a. **Initial Term.** The initial term of this Lease shall be a period of Five (5) years, commencing on February 9, 2021____ ("Commencement Date"), and ending at midnight on February 8, 2026____ (the "Initial Term").

b. **Extension Term.** On or before the termination date of the Initial Lease Term, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend this Lease, for an additional Five (5) year term as it deems in the best interest of Williamson County; provided that Lessee also wishes to extend this Lease. The Extension Term shall begin on the expiration of the Initial Term. All terms, covenants, and provisions of this Lease shall apply to such Extension Term. The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of Ten (10) years.

2. RENTAL.

a. **Rental for Initial Term.** In advance on the First (1st) day of each calendar month, beginning on the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor \$ 1,800.00 _____ as rent for the Leased Premises, **plus \$236.97** as additional rent for Lessee's One-Twelfth (1/12) payment of the estimated annual real property taxes for the Leased Premises, as set forth below. Payment of said

amounts shall be made to Williamson County, Texas in care of: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626, or such other place as Lessor may designate in writing.

b. **Rent Adjustment for Extension Term(s).** Following the Initial Term, the rent will be adjusted on the first day of the Extension Term, if any, (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the most recently published index number prior to the last month before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

c. **Untimely or Insufficient Payment of Rent.** If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

3. **NOT USED.**

4. **TAXES.**

A. **Personal Property Taxes.** Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's

property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Leased Premises. Included also shall be Lessee's share of all costs in contesting, rendering and otherwise adjusting the Taxes.

1. **Payment of Taxes to Lessor:** On the First (1st) day of each month during the Initial Term and any Extension Term, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month). The estimated one-twelfth (1/12) monthly Tax payment for the first year of the Initial Term is set forth above in Section 2 (A.).
2. **Tax Statement; Deficiency or Offset of Tax Costs:** On or before January 31st of the Initial Term or any Extension Term of the Lease, Lessor shall furnish to Lessee a tax statement showing the total actual Tax costs for such Lease term and the total amount of Tax payments made by Lessee during such Lease term.
 - a. If Lessee's actual Tax costs exceeds the aggregate of Lessee's monthly payments made during the current year, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.
 - b. If Lessee's monthly payments exceed Lessee's actual Tax costs as shown on the statement, Lessee shall be entitled to offset the excess against payments thereafter becoming due for Lessee's actual Tax costs.
 - c. Lessee's rent payment shall be adjusted in the event the Taxes increase or decrease thereby causing the Lessee's actual Tax costs to change. Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31st.
3. **Remedy for Non-Payment:** If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee

hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

4. **Adjustment to Taxes; Contest of Taxes:**

- a. Lessee may, at its or their sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but only after Lessee, joining with Lessee in such contest have deposited with the Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and Lessee's share of the excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand Lessee's share (as among all lessees who participated in the contest) of all court costs, interests, penalties, and other liabilities relating to such proceedings.
- b. Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

5. **Property Tax Exempt Status:** Lessee intends to submit an application and other documentation in order to seek property tax exempt status. In the event that Lessee obtains property tax exemption status during any time period following the execution of this Lease and no property taxes are assessed against the Leased Premises for such time period, Lessee shall not be required to pay the property taxes as additional rent during the period of time that no property taxes are assessed against the Leased

Premises.

5. **ALTERATIONS, IMPROVEMENTS AND UTILITIES.**

A. **Alterations and Improvements by Lessee.** Immediately following the complete execution of this Lease and following the Commencement Date of the Initial Term and at any time during the Initial Term or any Extension Term, Lessor agrees that Lessee may make any exterior or interior alterations or improvements to the Leased Premises as Lessee may deem desirable for the permitted use of the Leased Premises at Lessee's option, sole expense and without cost to Lessor; provided, however, Lessee shall comply with the requirements set forth below in sections (i) through (v) below:

- i. All work shall be completed in a lien-free manner; at a time and in a manner that does not unreasonably interfere with adjacent property owners; and in compliance with all applicable laws, ordinances, fire codes, building codes and regulations. Lessee shall, at Lessee's expense, make any alterations or improvements to the Leased Premises that may be required, as set forth elsewhere in this Lease, in order to comply with ADA or other laws and which are necessitated by, or trigger as a result of, any alterations or improvements made by Lessee to the Leased Premises.
- ii. Lessee shall submit to Lessor, at least thirty (30) days prior to the anticipated construction commencement date, copies of detailed working drawings, plans and specifications prepared for or on behalf of Lessee.
- iii. Any alterations or improvements which would affect any of the structural or load bearing elements of buildings on the Leased Premises, including the load bearing walls, foundation and structural supports; or increase the area of the Leased Premises by horizontal or vertical expansion, shall require the written approval of Lessor before the commencement of construction. Lessor shall have twenty (20) days after the detailed working drawings, plans and specifications have been submitted to Lessor within which to object or accept the proposed alterations or improvements. Any changes or corrections required by Lessor will be submitted to Lessee within the twenty (20) day period. If Lessor fails to object in writing to the proposed alterations or improvements within the twenty (20) day period, Lessor will be deemed to have accepted Lessee's proposed alterations or improvements. Any changes or corrections required by Lessor must be made and plans resubmitted to Lessor within twenty (20) days after the required corrections or changes have been noted. Lessor's failure to object to such resubmitted plans and specifications within twenty (20) days shall constitute Lessor's approval of the changes. However, notwithstanding any other provision to the contrary in this Lease, Lessee shall have the right to install in and on the

Leased Premises (on its roof or wherever Lessee deems appropriate) any equipment without the prior written approval of Lessor so long as the installation of any such equipment is not in violation of any local or federal laws or regulations.

- iv. Lessee shall, prior to commencement of construction and at all times until completion of construction, maintain and furnish to Lessor or cause Lessee's construction contractor to maintain and furnish proof of insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Lessor.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000

Aggregate policy limits: \$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000

- e. Property damage
- | | | |
|--|------------|----------------|
| | PER PERSON | PER OCCURRENCE |
|--|------------|----------------|

	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

All policies provided by the Lessee must provide as follows:

- a. that the policy shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given to the Lessor;
 - b. the insurance shall be deemed primary with respect to any insurance or self-insurance carried by Lessor;
 - c. that the Lessor, its officials, directors, employees, representatives, and volunteers are added as additional insured;
 - d. that the workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Lessor.
- v. Lessee agrees that it will not permit any mechanic's, materialmen's, or other liens to stand against the Leased Premises for work or materials furnished in connection with any such alterations, remodeling, or improvements. Provided, however, that Lessee shall have the right to contest the validity of any such lien or claim, but upon a final determination of the validity thereof, Lessee shall immediately pay any judgment or decree rendered against Lessee, with all proper costs and charges, and shall cause any lien to be released of record without cost to Lessor. During the pendency of any such contest, Lessee shall, at Lessee's expense, take such action as may be necessary in order to preclude foreclosure or other enforcement of such lien and, upon request by Lessor, shall bond around such lien as provided in Section 53.171 *et. seq.* of the Texas Property Code.

B. Utility Facilities and Services. Lessee hereby acknowledges and understands that utility facilities either do not exist or they are not in operable condition as of the execution of this Lease and that Lessee shall solely bear all expenses that may be necessary to acquire such utilities and related facilities to the Leased Premises. Furthermore, Lessee shall be responsible for arranging and paying for all utility facilities and services required in and to the Leased Premises since no utilities or utility facilities will be provided by Lessor. Such utility facilities and services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities and utility facilities to the Leased Premises. Lessee must, at a minimum, keep

the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

6. **INDEMNIFICATION AND INSURANCE.**

A. INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'S EMPLOYEES, AGENTS, REPRESENTATIVES, 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 LESSEE, 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 LEASED PREMISES OR IN CONNECTION WITH THE PERFORMANCE OF THIS LEASE. LESSEE 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, LESSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF LESSOR'S CHOOSING), AND HOLD HARMLESS LESSOR, AND LESSOR'S EMPLOYEES, AGENTS, REPRESENTATIVES, 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 LEASE OR LESSEE'S USE OF THE LEASED PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LESSEE 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.

B. Insurance. In order to insure the fulfillment of the above referenced indemnity

provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

The above insurance requirements are not intended to be compounded with any of Lessee's standing insurance policies. If the Lessee already has in force insurance policies which provide the coverage required under this paragraph, there is no need to purchase duplicate coverage.

7. **SUBORDINATION.** This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.
8. **LESSEE'S COVENANTS.** Lessee further covenants and agrees as follows:
 - a. To pay the rent and provide the consideration for the Lease as it is set out herein; **to use the Leased Premises in a careful and proper manner for the express purpose**

of operating a lawful commercial business: to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

b. To comply with the Rules and Regulations attached hereto and incorporated herein.

c. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building (if any is maintained) without the express written consent of Lessor.

d. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

e. To install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee as may be required hereunder regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

f. To permit Lessor to enter and inspect the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

g. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements (“accessibility alterations”). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

h. Lessee agrees to maintain, repair, and replace the following damage to the Leased Premises: septic system(s), damage to the exterior walls (including exterior painting), roof and roof structures, gutters, downspouts, exterior utility lines servicing the Leased Premises to the extent that they are not maintained by public utilities, and damage to structural portions of the Leased Premises (including, by way of example but not limitation, the foundation and members supporting the roof, all interior partition walls and the interior side of building walls which enclose the Leased Premises, doors, moldings, trim, window frames, and doorframes).

Lessee shall also maintain, repair, replace and keep in good repair and working condition the non-structural portions and interior of the Leased Premises, (including, by way of example but not limitation, kitchen exhaust hoods (annual inspections and cleanings), auto-doors, water heaters, plate glass, floor coverings, mechanical equipment, HVAC systems, HVAC filters, electrical systems and fixtures, light fixtures, light bulbs, interior plumbing and conduits embedded in the floor, and all other non-structural or interior aspects), ordinary wear and tear excepted.

Lessee further agrees to maintain the lawns, roads, parking areas, sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to, in, on or around the Leased Premises in good repair and in safe usable condition for use by Lessee, its employees, officers and agents, and all patrons, guests and invitees of the Leased Premises, and provide all reasonable services therefor, including without limitation, safeguarding, cleaning and sweeping, snow and ice removal, lighting, landscaping, watering, repainting, and overall repair and maintenance.

The maintenance and repair lists set out above are not inclusive, but rather, Lessee’s maintenance obligations shall extend to, and shall include all maintenance and all repair of the Leased Premises.

i. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left

unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees to be solely liable to such persons who are injured.

j. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

9. **LESSOR'S COVENANTS.** Lessor covenants and agrees as follows:

a. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

b. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, Lessor will have the right to terminate this Lease by written notice to Lessee.

10. **DEFAULTS BY LESSEE.** In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:
- a. enforce specific performance causing the Lessee to strictly comply with and perform such term, condition, or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or
 - b. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or
 - c. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or
 - d. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

11. **DEFAULTS BY LESSOR.** Defaults by Lessor are failing to comply with any provision, term, condition, or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.
12. **VOLUNTARY TERMINATION.** Lessee or Lessor may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other

party. Upon termination pursuant to this provision, Lessee shall surrender the Leased Premises peaceably to Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

13. **INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE.** If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.
14. **LESSOR TO HAVE LIEN.** Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.
15. **RIGHT TO SELL.** It is understood and agreed that Lessor shall have the right to sell or assign its right, title, and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.
16. **ELECTION BY LESSOR NOT EXCLUSIVE.** The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be

deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

17. LIMITATIONS OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING

SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN **“AS IS, WHERE IS”** CONDITION AND BASIS **“WITH ALL FAULTS”**. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE’S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

18. **CONDEMNATION.** If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.
19. **LESSOR’S LEASE ADMINISTRATOR AND PROPERTY MANAGER.** Dale Butler, Director of Facilities for Williamson County (or his successor, as designated by Lessor), shall serve as the Lessor’s lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners’ Court and the Lessee.

Lessor’s lease administrator and property manager contact information is as follows:

Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Email: facilities@wilco.org

20. **NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: At the address set forth below Lessee's signature block.

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

21. **GENDER, NUMBER AND HEADINGS.** Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.
22. **PLACE OF PERFORMANCE.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.
23. **TERMS INCLUSIVE.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.
24. **SEVERABILITY.** If any provision of this Lease 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 Lease 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 Lease 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 Lease and be deemed to be validated and enforceable.

25. **GOVERNMENTAL IMMUNITY.** Nothing in this Lease shall be deemed to waive, modify, or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
26. **ASSIGNMENT.** Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.
27. **NO INDEMNIFICATION BY LESSOR.** Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.
28. **ENTIRE AGREEMENT.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR: WILLIAMSON COUNTY

By: _____
Judge Bill Gravell, Jr.

Date: _____, 20____

LESSEE: 309 Coffee, LLC

By: 

Printed Name: Steven Testone

Representative

Capacity: Owner

Date: January 29, 20 21

Lessee's Address:

309 S Mainstreet

Georgetown, Texas 78626

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

5. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual, or improper noises, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons).

6. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

7. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Lessee shall cooperate with Lessor so that any common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

8. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

12. Lessee shall cooperate with any security regulations issued by Lessor from time to time and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

13. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Leased Premises herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

Exhibit “A”

303 Main Street, Georgetown, Texas – R048324

307 Main Street, Georgetown, Texas – R048321



Statement of opening of offers

The registration period for the purchase process RFP Commercial Lease of Building at 303 Main Street and adjacent lot (Parking Area) at 307 Main Street, Georgetown. is closed on 09 Nov 2020 (Mon), 3:30 PM.

On 09 Nov 2020 (Mon), 3:32:00 PM, Johnny Grimaldo opened the registrations.

Entries submitted after the closing date, 09 Nov 2020 (Mon), 3:30 PM, will not be included in the procedure.

Registrations received:

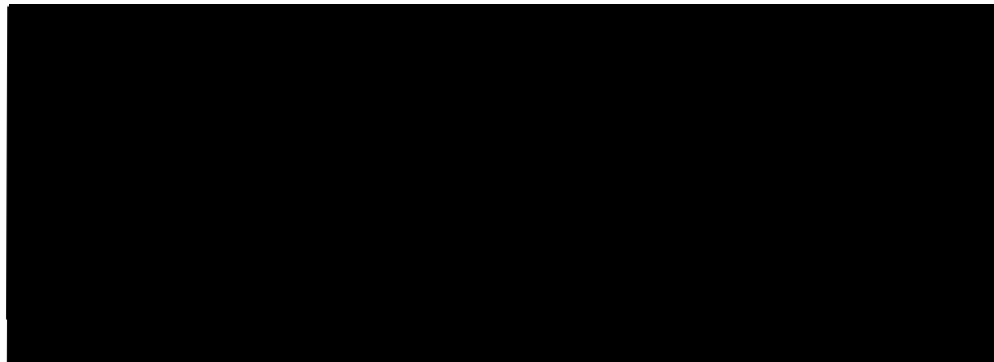
	Offer ID	Name	Submitted
1	OF4610	309 Coffee By: 309 Coffee	07 Nov 2020 (Sat), 9:17:22 AM

Registration prices:

Reported by Johnny Grimaldo on 09 Nov 2020 (Mon), 3:32 PM

RFP T2170 Commercial Lease of Building at 3030 Main St and adjacent lot
02.02.2021

Criteria		Company
	Max Points	303 Coffee LTD
Proposed rental price per month payable to Williamson County	15	15
Any alterations and improvements that you intend to make to the Leased Premises.	15	10
Three (3) Leasing References with contact names, addresses, and phone numbers (If proposer shall inform Williamson County of such inability and proposer shall inform Williamson County of such inability and proposer shall include as many leasing references as he/she/it can provide)	20	20
How do you intend to use the Leased Premises?	15	15
How long has you, your company or organization been in business?	15	5
What would be your hours of operation at the Leased Premises?	10	10
Any additional information that you believe would be of interest to Williamson County in relation to your proposal.	10	0
Total		75



Commissioners Court - Regular Session**36.****Meeting Date:** 02/09/2021

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/12/2021

Reviewed By

Andrea Schiele

Date

01/12/2021 12:47 PM

Started On: 01/08/2021 02:39 PM

Commissioners Court - Regular Session**37.****Meeting Date:** 02/09/2021

2015 CO Transfer Request

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a 2015 CO transfer to move \$614,245.18 from P431 (JP 4 Repairs and Modifications) and \$30,267.67 from P534 (Comm 4 PCT Office) to P548 (JP4 Hutto Remodel).

Background

The transfer is being requested to provide sufficient funding for the JP4 renovation.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 02/03/2021

Reviewed By

Andrea Schiele

Date

02/03/2021 06:03 PM

Started On: 02/02/2021 02:16 PM

Commissioners Court - Regular Session**38.****Meeting Date:** 02/09/2021

2013 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to close projects and move remaining balances, a total of \$5,672,488.73, to 2013 Road Non-Departmental (P290) from Pearson Ranch Road Extension (P221), RM 620 Phase 2 (P235), Neenah Ave Widening (P278), Bagdad North, FM 2243-CR280 (P317), Anderson Mill Road (P318), Lakeline Right Turn Lanes (P331), CR 214 Extension (P334), Ronald Reagan/Parmer Ln (P335), Inner Loop Left Turn Lanes (P335), Inner Loop Left Turn Lanes (P226), Inner Loop Safety Improvements (P251), Arterial H Extension (P276), SH 29 to Cedar Hollow (P291), CR 305 at IH 35 Phase 1 (P306), SH 29 Bypass/Inner Loop Phase 1 (P453), CR 119 (P214), Kenney Fort Blvd to SH 45 (P228), CR 110 South (P260), SH 29 Safety Improvements (P217), Roundville Lane (P441), Forest North Phase II (P451).

Also, to move \$4,160,000 from P290 into the following projects; O'Connor Drive Signals (P329), Seward Junction Southeast (P271), Seward Junction Southwest (P274), CR 110 Middle Phase 2 (P261), CR 101 Phase 1 (P269), Great Oaks Bridge (P270), CR 200 Phase 1 (P285).

Background

The attached memos provide more detail on the funds being transferred.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2013 Road Bond Closure Memo

2013 Road Bond Transfer Memo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 02/04/2021

Reviewed By

Andrea Schiele

Date

02/04/2021 09:25 AM

Started On: 02/03/2021 09:08 AM

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626



February 3, 2021

Re: 2013 Road Bond Project Budget Closure

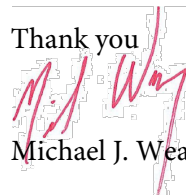
Dear Ms. Lynce,

Please close the following 2013 Road Bond Projects and move the remaining balances into P290 2013 Unallocated:

Precinct 1	
P221	Pearson Ranch Road Extension
P235	RM 620 Phase 2
P278	Neenah Ave Widening
Precinct 2	
P317	Bagdad North (FM2243-CR280)
P318	Anderson Mill Road
P331	Lakeline Right Turn Lanes
P334	CR 214 Extension
P335	Ronald Reagan/Parmer Ln
Precinct 3	
P226	Inner Loop left Turn Lanes
P251	Inner Loop Safety Improvements

P276	Arterial H Extension
P291	SH 29 at Cedar Hollow
P306	CR 305 at IH 35 Phase 1
P453	SH 29 Bypass/Inner Loop Phase 1
Precinct 4	
P214	CR 119
P228	Kenney Fort Blvd to SH 45
P260	CR 110 South
Commissioners Court	
P217	SH 29 Safety Improvements
P441	Roundville Lane
P451	Forest North Phase II

If you have any questions, please let me know.

Thank you

Michael J. Weaver

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626



January 13, 2021

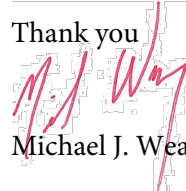
Re: 2013 Road Bond Project Budget Adjustment

Dear Ms. Lynce,

Please process the following 2013 Road Bond budget adjustment:

- Move \$90,000.00 from P-290 2013 Unallocated to P-329 O'Connor Drive Signals;
- Move \$275,000.00 from P-290 2013 Unallocated to P-271 Seward Junction Southeast;
- Move \$50,000.00 from P-290 2013 Unallocated to P-274 Seward Junction Southwest;
- Move \$345,000.00 from P-290 2013 Unallocated to P-261 CR 110 Middle Phase 2;
- Move \$100,000.00 from P-290 2013 Unallocated to P-269 CR 101 Phase 1;
- Move \$2,000,000.00 from P-290 2013 Unallocated to P-270 Great Oaks Bridge;
- Move \$1,300,000.00 from P-290 2013 Unallocated to P-285 CR 200 Phase 1.

If you have any questions, please let me know.

Thank you

Michael J. Weaver

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session**39.****Meeting Date:** 02/09/2021

2019 Road Bond Budget Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a 2019 Road Bond Allocation per Mike Weaver, Road Bond Manager, to move \$6,000,000 from P377 (CR 112 Widening, FM 1460-CR117) to P389 (CR 402), \$4,000,000 from P377 (CR 112 Widening, FM 1460-CR 117) to P390 (CR 401/CR 404 Improvements), \$1,500,000 from P378 (CR 112 Widening, CR 117-CR 110) to P391 (CR 404 Realignment) and \$3,500,000 from P378 (112 Widening, CR 117-CR 110) to P392 (Southeast Loop Segment 2).

Background

This transfer is needed to begin design work on P389,P390,P391 and P392. Please see the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2019 Road Bond Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 02/04/2021

Reviewed By

Andrea Schiele

Date

02/04/2021 09:26 AM

Started On: 02/04/2021 08:00 AM

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626



February 3, 2021

Re: 2019 Road Bond Budget Re-Allocation

Dear Ms. Lynce,

The County has identified new projects as part of the 2019 Road Bond Program in Precinct 4. We are requesting to move funds into these projects and create new P#'s. When the remaining bonds are sold, additional funds will be allocated to CR 112 Widening in order to maintain the project budget.

Please make the following budget adjustment to the 2019 Road Bond Program:

- Move \$600,000.00 from P377 CR 112 Widening (FM1460-CR117) to a New P# for CR 402 Improvements;
- Move \$4,000,000.00 from P377 CR 112 Widening (FM1460-CR117) to a New P# for CR 401/CR 404 Improvements;
- Move \$1,500,000.00 from P378 CR 112 Widening (CR117-CR110) to a New P# for CR 404 Realignment;
- Move \$3,500,000.00 from P378 CR 112 Widening (CR117-CR110) to a New P# for Southeast Loop Segment 2.

If you have any questions, please let me know.

Thank you.

A handwritten signature in red ink, appearing to read "M. J. Weaver", is written over the printed name.

Michael J. Weaver

Cc: Commissioner Russ Boles, Williamson County Precinct 4
Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB

Marie Walters, HNTB

Commissioners Court - Regular Session**40.****Meeting Date:** 02/09/2021

M&S Engr 2965 Contract Amendment 1 Sm Maint Proj

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between M&S Engineering, LLC and Williamson County dated March 24, 2020 for Small Maintenance Projects. Funding source: 01.0200.0210.004100.

Background

This Contract Amendment No 1 is to update the Exhibit D Rate Schedule by adding rates from Pape-Dawson Engineers, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

M&S Engr 2965 Contract Amendment 1 Sm Maint Proj

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 02/02/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

02/02/2021 10:17 AM

02/02/2021 01:47 PM

Started On: 01/28/2021 10:29 AM

CONTRACT AMENDMENT NO. __1__
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

This Contract Amendment No. __1__ to Williamson County Contract for Engineering Services ("Amendment No. __1__") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and M&S Engineering, LLC (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective March 24, 2020, wherein Engineer agreed to perform certain professional engineering services in connection with the Small Maintenance Projects ("Project");

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

AGREEMENT

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

I. Amendment to Exhibit __D__ - Rate Schedule

Pursuant to the CPI Rate Adjustments provisions set forth in the original Rate Schedule of the Contract, County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. __1__

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

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

Engineer:

M&S Engineering, LLC

By: 

Printed Name: Kyle Dicke

Title: Business Development Mgr.

Date: February 9, 2021

COUNTY:

Williamson County, Texas

By: _____

Printed Name: Bill Gravell, Jr.

Title: County Judge

Date: _____, 2021

Attachment 1

Hourly rates to be utilized by Pape-Dawson Engineers, Inc., subconsultant to M&S Engineering, LLC are listed below.

\$180.00	Project Manager
\$150.00	Professional Engineer
\$120.00	Engineer in Training
\$90.00	CAD Operator
\$75.00	Administration

Commissioners Court - Regular Session

41.

Meeting Date: 02/09/2021

1907-333 O'Connor Traffic Signals 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 \$77,716.53 for O'Connor Traffic Signals (Champion Infrastructure), a Road Bond project in Commissioner Pct. 1. P: 329 Funding Source: Road Bond

Background

This Change Order adds various changes to the project, including the additional cost to complete the installation of conduits at Liberty Walk and Morgan Hill due to utility conflicts; the additional cost to replace curb and gutter that was removed in order to install conduit crossings via "open-cut" method at all three intersections; the additional cost of maintaining project perimeter signs and barricades due to a project delay caused by working around existing utilities; and the additional cost to relocate the controller pad at Liberty Walk intersection.

This Change Order adds a new item, 999-WC04, to compensate the Contractor for extra work to install conduits under the existing roadway via the "open-cut" method at Liberty Walk intersection. Due to various utility conflicts encountered within the constrained right-of-way (ROW) at the Liberty Walk intersection, it was not feasible to install conduits under the existing roadways by directional drilling as specified in the Contract. Conduit crossings had to be installed via open-cutting trenches, which requires different types of equipment, additional traffic control and pavement repairs. This new item is for the force account work performed in September 2020 only. Work performed in July and August 2020 was included in Change Order 1.

This Change Order adds two new items, 618-WC02 and 999-WC05, and adjusts bid quantities for conduit items to compensate the Contractor for extra work to install conduits at Morgan Hill Trail intersection. Due to various utility conflicts encountered within the constrained right-of-way (ROW) at the Morgan Hill intersection, it was not feasible to install conduits under the existing roadway by directional drilling as specified in the Contract. Conduit crossings had to be installed via open-cutting trenches, which requires different types of equipment, additional traffic control and pavement repairs. The installation of conduits in the areas behind the curb also required extra work because of the various unknown and unmarked utilities within a very tight ROW. The Contractor had to remove trees and re-route several utility lines that were in conflict with the proposed conduit layout.

This Change Order adds a new item, 529-WC01, to compensate the Contractor for extra work to replace the existing curb and gutter that was removed, in order to install conduit crossings via the "open-cut" method at Liberty Walk, Great Oaks, and Morgan Hill Trail intersections.

This Change Order adds a new item, 502-WC01, to compensate the Contractor for extra work

and cost to maintain project perimeter signs and barricades due to a project delay that is not within the Contractor's control. It is estimated that the Contractor will need to maintain the project signs for five extra months until the end of April 2021.

This Change Order adds a new item, 999-WC06, and adjusts bid quantities for conduit items to compensate the Contractor for extra work to relocate the signal controller pad at the Liberty Walk intersection, as requested by the Brushy Creek MUD (BCMUD). After the Contractor installed the controller pad at Liberty Walk intersection per the plan location, the BCMUD expressed concern that the controller would obscure their sign monument in front of the Cat Hollow Park and requested the County relocate the controller approximately 60 feet north of the location shown in the plans. The County approved this request.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1907-333 O'Connor Traffic Signals CO No. 3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 02/04/2021

Reviewed By

Andrea Schiele

Date

02/04/2021 10:42 AM

Started On: 02/03/2021 01:24 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Champion Infrastructure
2. Change Order Work Limits: Sta. N/A to Sta. N/A
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2G, 4B (3 Max. - In order of importance - Primary first)

Project: 1907-333
O'Connor Traffic
Roadway: Signals
CSJ
Number: _____

5. Describe the work being revised:

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including; additional cost to complete installation conduits at Liberty Walk and Morgan Hill intersections due to various utility conflicts, the additional cost to replace curb and gutter that was removed in order to install conduit crossings via "open-cut" method at all three intersections, and the additional cost of maintaining project perimeter signs and barricades due to a project delay caused by working around existing utilities. **4B: Third Party Accommodation. Third party requested work.** This Change Order adds a pay item for the additional cost to relocate the controller pad at Liberty Walk intersection.

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).

<i>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.</i>		The following information must be provided	
THE CONTRACTOR Digitally signed by Maury Milliorn Date: 2021.02.01 07:40:40 -0600		Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u>	
By <u>Maury Milliorn</u>		Amount added by this change order: <u>\$77,716.34</u>	
Typed/Printed Name <u>Maury Milliorn</u>			
Typed/Printed Title <u>Project Manager</u>			

RECOMMENDED FOR EXECUTION:


Date 2/2/21

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

N/A
Design Engineer Date

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL


Program Manager Date

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

Design Engineer's Seal:

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 1907-333

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
502-WC01	PROJECT PERIMETER SIGN AND BARRICADES DUE TO PROJECT DELAY	MO	\$597.23	0.00	\$0.00	5.00	5.00	\$2,986.15	\$2,986.15
529-WC01	CURB REMOVAL & REPLACEMENT FOR OPEN CUTTING CONDUIT CROSSINGS	LF	\$91.35	0.00	\$0.00	65.00	65.00	\$5,937.75	\$5,937.75
618-WC02	MORGAN HILL - CONDUITS - OPEN CUT	LS	\$70,438.26	0.00	\$0.00	1.00	1.00	\$70,438.26	\$70,438.26
618-6046	CONDT (PVC) (SCH 80) (2")	LF	\$20.00	550.00	\$11,000.00	(110.00)	440.00	\$8,800.00	(\$2,200.00)
618-6047	CONDT (PVC) (SCH 80) (2")(BORE)	LF	\$30.00	410.00	\$12,300.00	(240.00)	170.00	\$5,100.00	(\$7,200.00)
618-6053	CONDT (PVC) (SCH 80) (3")	LF	\$20.00	380.00	\$7,600.00	65.00	445.00	\$8,900.00	\$1,300.00
618-6054	CONDT (PVC) (SCH 80) (3")(BORE)	LF	\$40.00	650.00	\$26,000.00	(480.00)	170.00	\$6,800.00	(\$19,200.00)
999-WC04	LIBERTY WALK - CONDUITS - SEPTEMBER 2020	LS	\$16,592.23	0.00	\$0.00	1.00	1.00	\$16,592.23	\$16,592.23
999-WC05	MORGAN HILL - TREE REMOVAL & UTILITY RE-ROUTING	LS	\$1,482.17	0.00	\$0.00	1.00	1.00	\$1,482.17	\$1,482.17
999-WC06	REMOVE & REPLACE CONTROLLER PAD FOR LIBERTY WALK, (EXCLUDE CONDUIT EXTENSION)	LS	\$7,579.78	0.00	\$0.00	1.00	1.00	\$7,579.78	\$7,579.78
TOTALS					\$56,900.00			\$134,616.34	\$77,716.34

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

O'Connor Traffic Signals Williamson County Project No. 1907-333

Change Order No. 3

Reason for Change

This Change Order adds various changes to the project, including the additional cost to complete the installation of conduits at Liberty Walk and Morgan Hill due to utility conflicts; the additional cost to replace curb and gutter that was removed in order to install conduit crossings via “open-cut” method at all three intersections; the additional cost of maintaining project perimeter signs and barricades due to a project delay caused by working around existing utilities; and the additional cost to relocate the controller pad at Liberty Walk intersection.

This Change Order adds a new item, 999-WC04, to compensate the Contractor for extra work to install conduits under the existing roadway via the “open-cut” method at Liberty Walk intersection. Due to various utility conflicts encountered within the constrained right-of-way (ROW) at the Liberty Walk intersection, it was not feasible to install conduits under the existing roadway by directional drilling as specified in the Contract. Conduit crossings had to be installed via open-cutting trenches, which requires different types of equipment, additional traffic control and pavement repairs. This new item is for the force account work performed in September 2020 only. Work performed in July and August 2020 was included in Change Order 1.

This Change Order adds two new items, 618-WC02 and 999-WC05, and adjusts bid quantities for conduit items to compensate the Contractor for extra work to install conduits at Morgan Hill Trail intersection. Due to various utility conflicts encountered within the constrained right-of-way (ROW) at the Morgan Hill intersection, it was not feasible to install conduits under the existing roadway by directional drilling as specified in the Contract. Conduit crossings had to be installed via open-cutting trenches, which requires different types of equipment, additional traffic control and pavement repairs. The installation of conduits in the areas behind the curb also required extra work because of the various unknown and unmarked utilities within a very tight ROW. The Contractor had to remove trees and re-route several utility lines that were in conflict with the proposed conduit layout.

This Change Order adds a new item, 529-WC01, to compensate the Contractor for extra work to replace the existing curb and gutter that was removed, in order to install conduit crossings via the “open-cut” method at Liberty Walk, Great Oaks and Morgan Hill Trail intersections.

This Change Order adds a new item, 502-WC01, to compensate the Contractor for extra work and cost to maintain project perimeter signs and barricades due to a project

delay that is not within the Contractor's control. It is estimated that the Contractor will need to maintain the project signs for five extra months until the end of April 2021.

This Change Order adds a new item, 999-WC06, and adjusts bid quantities for conduit items to compensate the Contractor for extra work to relocate the signal controller pad at the Liberty Walk intersection, as requested by the Brushy Creek MUD (BCMUD). After the Contractor installed the controller pad at Liberty Walk intersection per the plan location, the BCMUD expressed that the controller would obscure their sign monument in front of the Cat Hollow Park and requested the County to relocate the controller approximately 60 feet north of the location shown in the plans. The County approved this request.

Following is a summary of the new item required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
999-WC04	LIBERTY WALK - CONDUITS - SEPTEMBER 2020 FORCE ACCOUNT	1	LS
999-WC05	MORGAN HILL – TREE REMOVAL & UTILITY RE-ROUTING	1	LS
999-WC06	REMOVE & REPLACE CONTROLLER PAD FOR LIBERTY WALK, EXCLUDE CONDUIT EXTENSION	1	LS
502-WC01	PROJECT PERIMETER SIGN AND BARRICADES DUE TO PROJECT DELAY	5	MO
529-WC01	CURB REMOVAL & REPLACEMENT FOR OPEN CUTTING CONDUIT CROSSINGS	65	LF
618-WC02	MORGAN HILL – CONDUITS – OPEN CUT	1	LS

This Change Order results in an increase of \$77,716.34 to the Contract amount, for an adjusted Contract total of \$984,558.88. The original Contract amount was \$853,503.50. Because of this Change Order, \$131,055.38 has been added to the Contract, resulting in a 15.35% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

CO #3 PART 1: FORCE ACCOUNT WORK TO INSTALL CONDUITS AT LIBERTY WALK INTERSECTION IN SEPTEMBER 2020

ITEM #	DESCRIPTION	UNIT	CO QUANTITY	UNIT PRICE	CO COST
999-WC04	LIBERTY WALK - CONDUITS - SEPTEMBER 2020 FORCE ACCOUNT	LS	1	\$ 16,592.23	\$ 16,592.23
				Subtotal =	\$ 16,592.23

CO #3 PART 2: CONDUITS FOR MORGAN HILL TRAIL INTERSECTION

ITEM #	DESCRIPTION	UNIT	CO QUANTITY	UNIT PRICE	CO COST
618-WC02	MORGAN HILL - CONDUITS - ALL	LS	1	\$ 70,438.26	\$ 70,438.26
999-WC05	MORGAN HILL - UTILITY RE-ROUTING & TREE REMOVAL	LS	1	\$ 1,482.17	\$ 1,482.17
618-6046	CONDUIT (PVC) SCH 80 (2")	LF	-170	\$ 20.00	\$ (3,400.00)
618-6047	CONDUIT (PVC) SCH 80 (2") BORE	LF	-240	\$ 30.00	\$ (7,200.00)
618-6053	CONDUIT (PVC) SCH 80 (3")	LF	-115	\$ 20.00	\$ (2,300.00)
618-6054	CONDUIT (PVC) SCH 80 (3") BORE	LF	-480	\$ 40.00	\$ (19,200.00)
				Subtotal =	\$ 39,820.43

CO#3 PART 3: RELOCATING CONTROLLER PAD AT LIBERTY WALK INTERSECTION

ITEM #	DESCRIPTION	UNIT	CO QUANTITY	UNIT PRICE	CO COST
999-WC06	REMOVE & REPLACE CONTROLLER PAD (EXCLUDE CONDUIT EXTENSION)	LS	1	\$ 7,579.78	\$ 7,579.78
618-6046	CONDUIT (PVC) SCH 80 (2")	LF	60	\$ 20.00	\$ 1,200.00
618-6053	CONDUIT (PVC) SCH 80 (3")	LF	180	\$ 20.00	\$ 3,600.00
				Subtotal =	\$ 12,379.78

CO#3 PART 4: CURB & GUTTER REMOVAL AND REPLACEMENT FOR OPEN CUTTING CONDUIT CROSSINGS AT ALL THREE INTERSECTIONS

529-WC01	CONCRETE CURB & GUTTER REMOVE & REPLACEMENT	LF	65	\$ 91.35	\$ 5,937.75
				Subtotal =	\$ 5,937.75

CO #3 PART 5: PROJECT PERIMETER SIGN DUE TO PROJECT DELAY

ITEM #	DESCRIPTION	UNIT	CO QUANTITY	UNIT PRICE	CO COST
502-WC01	PROJECT PERIMETER SIGN AND BARRICADES DUE TO PROJECT DELAY	MO	5	\$ 597.23	\$ 2,986.15
				Subtotal =	\$ 2,986.15

CO #3 Total = \$ 77,716.34

CO #3 BACK-UP DOCUMENTATION - PART1

**FORCE ACCOUNT WORK TO INSTALL
CONDUITS AT LIBERTY WALK
INTERSECTION IN SEPTEMBER 2020**

**Summary of Force Account Work for Signals at Liberty Walk Intersection due to Differing Site Conditions
(09/01/2020 Through 09/15/2020)**

[illegible]



COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 1-Sep-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/E corner. Continued breaking and removal of very hard bedrock to provide a trench/excavation to extend conduit(s) for Run #9, from curb line to proposed Ground Box. Cleaned up and hauled away excess spoil materials (broken rock) to keep worksite neat and safe. Installed 4-2" conduit(s) from curb line and elbows at Ground Box. Sanded and backfilled trench from BOC to Ground Box. Picked up rental Skidsteer loader from Cat Trax in Liberty Hill. Covered all open excavations, secured site, removed shoulder closure TC. Returned utility trailer to the rental yard in Georgetown.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List On Separate Sheet			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Subtotal				\$ -
15% Compensation				\$ -
Total Material				\$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	8	REG	\$ 27.00	\$ 216.00
Foreman/Operator	3	OT	\$ 40.50	\$ 121.50
Utility Laborer/Operator	8	REG	\$ 13.00	\$ 104.00
Utility Laborer/Operator	3	OT	\$ 19.50	\$ 58.50
Common Laborer (1)	8	REG	\$ 10.50	\$ 84.00
Common Laborer (1)	3	OT	\$ 15.75	\$ 47.25
Raw Labor				\$ 631.25
55% Insur. & Taxes				\$ 347.19
Labor Sub-Total				\$ 978.44
15% Compensation				\$ 146.77
Total Labor				\$ 1,125.20
EQUIPMENT	UNIT	QTY	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	HR	11	\$ 22.33	\$ 245.63
Pickup (1-Ton) - Diesel	HR	11	\$ 22.33	\$ 245.63
Trailer (14 K-GVWR)	HR	11	\$ 2.97	\$ 32.67
Trailer (7 K-GVWR), W/Water Tank	HR	11	\$ 2.73	\$ 30.03
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Rocksaw (Cat-Trax Rental)	WEEK		\$ -	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Dump Trailer (14K-GVWR)	HR	11	\$ 2.97	\$ 32.67
Cut-Off Saw (14") - (Gas Powered) - Daily Rate	DAY	1	\$ 30.00	\$ 30.00
Traffic Control (Signs, Cones, Barricades)	DAY	1	\$ 50.00	\$ 50.00
Sub Total				\$ 666.63
15% Compensation				\$ 99.99
Total Equipment				\$ 766.62
SUBCONTRACTORS			UNIT PRICE	AMOUNT
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
ITEM SUB-TOTAL				\$ 1,891.83
BOND PREMIUM				\$ 18.92
FORCE ACCOUNT - DAY TOTAL				\$ 1,910.75
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	\$ 1,910.75	\$ 1,910.75



COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 2-Sep-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/E corner. Began breaking and removal of very hard rock bedrock to provide a trench/excavation to extend conduit(s) for Run #14, from curb line to proposed Ground Box. This location is similar in rock formation to that encountered excavating for Run #9, essentially "bedrock" which is extremely hard to break. Cleaned up and hauled away excess spoil materials (broken rock). Covered all open excavations and secured site area for the night. Removed shoulder closure TC equipment.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List On Separate Sheet			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Subtotal				\$ -
15% Compensation				\$ -
Total Material				\$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	2	REG	\$ 27.00	\$ 54.00
Foreman/Operator		OT	\$ 40.50	\$ -
Utility Laborer/Operator	8	REG	\$ 13.00	\$ 104.00
Utility Laborer/Operator	3.5	OT	\$ 19.50	\$ 68.25
Common Laborer (1)	8	REG	\$ 10.50	\$ 84.00
Common Laborer (1)	3.5	OT	\$ 15.75	\$ 55.13
Raw Labor				\$ 365.38
55% Insur. & Taxes				\$ 200.96
Labor Sub-Total				\$ 566.33
15% Compensation				\$ 84.95
Total Labor				\$ 651.28
EQUIPMENT	UNIT	QTY	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	HR	2	\$ 22.33	\$ 44.66
Pickup (1-Ton) - Diesel	HR	11.5	\$ 22.33	\$ 256.80
Trailer (14 K-GVWR)	HR		\$ 2.97	\$ -
Trailer (7 K-GVWR), W/Water Tank	HR		\$ 2.73	\$ -
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Rocksaw (Cat-Trax Rental)	WEEK		\$ -	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Dump Trailer (14K-GVWR)	HR	11.5	\$ 2.97	\$ 34.16
Cut-Off Saw (14") - (Gas Powered) - Daily Rate	DAY	1	\$ 30.00	\$ 30.00
Traffic Control (Signs, Cones, Barricades)	DAY	1	\$ 50.00	\$ 50.00
Sub Total				\$ 415.61
15% Compensation				\$ 62.34
Total Equipment				\$ 477.95
SUBCONTRACTORS			UNIT PRICE	AMOUNT
			\$ -	\$ -
			\$ -	\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
ITEM SUB-TOTAL				\$ 1,129.23
BOND PREMIUM				\$ 11.29
FORCE ACCOUNT - DAY TOTAL				\$ 1,140.52
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	\$ 1,140.52	\$ 1,140.52



COUNTY: Williamson
 PROJECT: 1907-333
 CSJ NO: 1907-333
 CHAMPION JOB NO: 190814

DATE: 3-Sep-20
 ITEM: 999-WC01
 QTY: 1 LS
 DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/E corner. Continued breaking and removal of very hard rock bedrock to provide a trench/excavation to extend conduit(s) for Run #14, from curb line to proposed Ground Box. This location is similar in rock formation to that encountered excavating for Run #9, essentially "bedrock" which is extremely hard to break. Cleaned up and hauled away excess spoil materials (broken rock). Continuous rain moved in around 2:00pm today. Covered all open excavations and secured site area for the night. Removed shoulder closure TC Equipment.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List On Separate Sheet			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Subtotal				\$ -
15% Compensation				\$ -
Total Material				\$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	2	REG	\$ 27.00	\$ 54.00
Foreman/Operator		OT	\$ 40.50	\$ -
Utility Laborer/Operator	7	REG	\$ 13.00	\$ 91.00
Utility Laborer/Operator		OT	\$ 19.50	\$ -
Common Laborer (1)	7	REG	\$ 10.50	\$ 73.50
Common Laborer (1)		OT	\$ 15.75	\$ -
Raw Labor				\$ 218.50
55% Insur. & Taxes				\$ 120.18
Labor Sub-Total				\$ 338.68
15% Compensation				\$ 50.80
Total Labor				\$ 389.48
EQUIPMENT	UNIT	HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	HR	2	\$ 22.33	\$ 44.66
Pickup (1-Ton) - Diesel	HR	7	\$ 22.33	\$ 156.31
Trailer (14 K-GVWR)	HR		\$ 2.97	\$ -
Trailer (7 K-GVWR), W/Water Tank	HR		\$ 2.73	\$ -
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Rocksaw (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Dump Trailer (14K-GVWR)	HR	7	\$ 2.97	\$ 20.79
Cut-Off Saw (14") - (Gas Powered) - Daily Rate	DAY	1	\$ 30.00	\$ 30.00
Traffic Control (Signs, Cones, Barricades)	DAY	1	\$ 50.00	\$ 50.00
Sub Total				\$ 301.76
15% Compensation				\$ 45.26
Total Equipment				\$ 347.02
SUBCONTRACTORS			UNIT PRICE	AMOUNT
				\$ -
				\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
ITEM SUB-TOTAL				\$ 736.50
BOND PREMIUM				\$ 7.37
FORCE ACCOUNT - DAY TOTAL				\$ 743.87
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	\$ 743.87	\$ 743.87

CHAMPION INFRASTRUCTURE LLC



COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 4-Sep-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/E corner. Continued breaking and removal of very hard rock bedrock to provide a trench/excavation to extend conduit(s) for Run #14, from curb line to proposed Ground Box. This location is similar in rock formation to that encountered excavating for Run #9, essentially "bedrock" which is extremely hard to break. Cleaned up and hauled away excess spoil materials (broken rock). Continuous rain moved in around 9:00am today. Covered all open excavations and secured site area for the holiday weekend. Removed shoulder closure TC Equipment.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List On Separate Sheet			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Subtotal				\$ -
15% Compensation				\$ -
Total Material				\$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator		REG	\$ 27.00	\$ -
Foreman/Operator		OT	\$ 40.50	\$ -
Utility Laborer/Operator	2	REG	\$ 13.00	\$ 26.00
Utility Laborer/Operator		OT	\$ 19.50	\$ -
Common Laborer (1)	2	REG	\$ 10.50	\$ 21.00
Common Laborer (1)		OT	\$ 15.75	\$ -
Raw Labor				\$ 47.00
55% Insur. & Taxes				\$ 25.85
Labor Sub-Total				\$ 72.85
15% Compensation				\$ 10.93
Total Labor				\$ 83.78
EQUIPMENT	UNIT	QTY	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	HR		\$ 22.33	\$ -
Pickup (1-Ton) - Diesel	HR	2	\$ 22.33	\$ 44.66
Trailer (14 K-GVWR)	HR		\$ 2.97	\$ -
Trailer (7 K-GVWR), W/Water Tank	HR		\$ 2.73	\$ -
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate	WEEK	1	\$ 1,050.52	\$ 1,050.52
Rocksaw (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate	WEEK	1	\$ 1,618.93	\$ 1,618.93
Dump Trailer (14K-GVWR)	HR	2	\$ 2.97	\$ 5.94
Cut-Off Saw (14") - (Gas Powered) - Daily Rate	DAY	1	\$ 30.00	\$ 30.00
Traffic Control (Signs, Cones, Barricades)	DAY	1	\$ 50.00	\$ 50.00
Sub Total				\$ 2,800.05
15% Compensation				\$ 420.01
Total Equipment				\$ 3,220.06
SUBCONTRACTORS			UNIT PRICE	AMOUNT
			\$ -	\$ -
				\$ -
				\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
ITEM SUB-TOTAL				\$ 3,303.84
BOND PREMIUM				\$ 33.04
FORCE ACCOUNT - DAY TOTAL				\$ 3,336.87
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	\$ 3,336.87	\$ 3,336.87



COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 10-Sep-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/E corner. Continued breaking and removal of very hard rock bedrock to provide a trench/excavation to extend conduit(s) for Run #14, from curb line to proposed Ground Box. This location is similar in rock formation to that encountered excavating for Run #9, essentially "bedrock" which is extremely hard to break. Cleaned up and hauled away excess spoil materials (broken rock). Utilized additional technique for Rock Removal, this consisted of using a large "hammer drill" to drill holes through the bedrock along the trench edge(s), in an effort to weaken and provide a fracture point for the rock. This technique is helping and reducing the amount of break-out time. Covered all open excavations and secured site for the night. Removed shoulder closure TC Equipment.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			\$ -	\$ -
			\$ -	\$ -
Subtotal				\$ -
15% Compensation				\$ -
Total Material				\$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	3	REG	\$ 27.00	\$ 81.00
Foreman/Operator		OT	\$ 40.50	\$ -
Utility Laborer/Operator	6.5	REG	\$ 19.00	\$ 123.50
Utility Laborer/Operator		OT	\$ 28.50	\$ -
Utility Laborer/Operator	4.5	REG	\$ 13.00	\$ 58.50
Utility Laborer/Operator		OT	\$ 19.50	\$ -
Common Laborer (1)	6.5	REG	\$ 10.50	\$ 68.25
Common Laborer (1)		OT	\$ 15.75	\$ -
Raw Labor				\$ 331.25
55% Insur. & Taxes				\$ 182.19
Labor Sub-Total				\$ 513.44
15% Compensation				\$ 77.02
Total Labor				\$ 590.45
EQUIPMENT	UNIT	QTY	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	HR	3	\$ 22.33	\$ 66.99
Pickup (1-Ton) - Diesel	HR	6.5	\$ 22.33	\$ 145.15
Trailer (14 K-GVWR)	HR		\$ 2.97	\$ -
Trailer (7 K-GVWR), W/Water Tank	HR		\$ 2.73	\$ -
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Rocksaw (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Dump Trailer (14K-GVWR)	HR	6.5	\$ 2.97	\$ 19.31
Cut-Off Saw (14") - (Gas Powered) - Daily Rate	DAY	1	\$ 30.00	\$ 30.00
Traffic Control (Signs, Cones, Barricades)	DAY	1	\$ 50.00	\$ 50.00
Generator - Hammer Drill, Etc	DAY	1	\$ 50.00	\$ 50.00
				\$ -
Sub Total				\$ 361.44
15% Compensation				\$ 54.22
Total Equipment				\$ 415.66
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				\$ -
				\$ -
				\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
				\$ -
ITEM SUB-TOTAL				\$ 1,006.11
BOND PREMIUM				\$ 10.06
FORCE ACCOUNT - DAY TOTAL				\$ 1,016.17
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	\$ 1,016.17	\$ 1,016.17



COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 11-Sep-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/E corner. Continued breaking and removal of very hard rock bedrock to provide a trench/excavation to extend conduit(s) for Run #14, from curb line to proposed Ground Box. This location is similar in rock formation to that encountered excavating for Run #9, essentially "bedrock" which is extremely hard to break. Cleaned up and hauled away excess spoil materials (broken rock). Utilized additional technique for Rock Removal, this consisted of using a large "hammer drill" to drill holes through the bedrock along the trench edge(s), in an effort to weaken and provide a fracture point for the rock. This technique is helping and reducing the amount of break-out time. Covered all open excavations and secured site for the night. Removed shoulder closure TC Equipment.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			\$ -	\$ -
			\$ -	\$ -
Subtotal				\$ -
15% Compensation				\$ -
Total Material				\$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	2	REG	\$ 27.00	\$ 54.00
Foreman/Operator		OT	\$ 40.50	\$ -
Utility Laborer/Operator	8	REG	\$ 19.00	\$ 152.00
Utility Laborer/Operator	2.75	OT	\$ 28.50	\$ 78.38
Utility Laborer/Operator	8	REG	\$ 13.00	\$ 104.00
Utility Laborer/Operator	2.75	OT	\$ 19.50	\$ 53.63
Common Laborer (1)	8	REG	\$ 10.50	\$ 84.00
Common Laborer (1)	2.75	OT	\$ 15.75	\$ 43.31
Raw Labor				\$ 569.31
55% Insur. & Taxes				\$ 313.12
Labor Sub-Total				\$ 882.43
15% Compensation				\$ 132.37
Total Labor				\$ 1,014.80
EQUIPMENT	UNIT	QTY	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	HR	2	\$ 22.33	\$ 44.66
Pickup (1-Ton) - Diesel	HR	10.75	\$ 22.33	\$ 240.05
Trailer (14 K-GVWR)	HR		\$ 2.97	\$ -
Trailer (7 K-GVWR), W/Water Tank	HR		\$ 2.73	\$ -
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate	WEEK	1	\$ 1,050.52	\$ 1,050.52
Rocksaw (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate	WEEK	1	\$ 1,618.93	\$ 1,618.93
Dump Trailer (14K-GVWR)	HR	10.75	\$ 2.97	\$ 31.93
Cut-Off Saw (14") - (Gas Powered) - Daily Rate	DAY	1	\$ 30.00	\$ 30.00
Traffic Control (Signs, Cones, Barricades, Arrowboard, Etc)	DAY	1	\$ 50.00	\$ 50.00
Generator - Hammer Drill, Etc	DAY	1	\$ 50.00	\$ 50.00
Sub Total				\$ 3,116.09
15% Compensation				\$ 467.41
Total Equipment				\$ 3,583.50
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				\$ -
				\$ -
				\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
ITEM SUB-TOTAL				\$ 4,598.30
BOND PREMIUM				\$ 45.98
FORCE ACCOUNT - DAY TOTAL				\$ 4,644.28
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	\$ 4,644.28	\$ 4,644.28

CHAMPION INFRASTRUCTURE LLC



COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 12-Sep-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/E corner. Continued breaking and removal of very hard rock bedrock to provide a trench/excavation to extend conduit(s) for Run #14, from curb line to proposed Ground Box. This location is similar in rock formation to that encountered excavating for Run #9, essentially "bedrock" which is extremely hard to break. Cleaned up and hauled away excess spoil materials (broken rock). Utilized additional technique for Rock Removal, this consisted of using a large "hammer drill" to drill holes through the bedrock along the trench edge(s), in an effort to weaken and provide a fracture point for the rock. This technique is helping and reducing the amount of break-out time. Covered all open excavations and secured site for the night. Removed shoulder closure TC Equipment.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			\$ -	\$ -
			\$ -	\$ -
Subtotal				\$ -
15% Compensation				\$ -
Total Material				\$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	2	REG	\$ 27.00	\$ 54.00
Foreman/Operator		OT	\$ 40.50	\$ -
Utility Laborer/Operator	8	REG	\$ 19.00	\$ 152.00
Utility Laborer/Operator	2.5	OT	\$ 28.50	\$ 71.25
Utility Laborer/Operator	8	REG	\$ 13.00	\$ 104.00
Utility Laborer/Operator	2.5	OT	\$ 19.50	\$ 48.75
Common Laborer (1)	8	REG	\$ 10.50	\$ 84.00
Common Laborer (1)	2.5	OT	\$ 15.75	\$ 39.38
Raw Labor				\$ 553.38
55% Insur. & Taxes				\$ 304.36
Labor Sub-Total				\$ 857.73
15% Compensation				\$ 128.66
Total Labor				\$ 986.39
EQUIPMENT	UNIT	QTY	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	HR	2	\$ 22.33	\$ 44.66
Pickup (1-Ton) - Diesel	HR	10.5	\$ 22.33	\$ 234.47
Trailer (14 K-GVWR)	HR		\$ 2.97	\$ -
Trailer (7 K-GVWR), W/Water Tank	HR		\$ 2.73	\$ -
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Rocksaw (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Dump Trailer (14K-GVWR)	HR	10.5	\$ 2.97	\$ 31.19
Cut-Off Saw (14") - (Gas Powered) - Daily Rate	DAY	1	\$ 30.00	\$ 30.00
Traffic Control (Signs, Cones, Barricades)	DAY	1	\$ 50.00	\$ 50.00
Generator - Hammer Drill, Etc	DAY	1	\$ 50.00	\$ 50.00
Sub Total				\$ 440.31
15% Compensation				\$ 66.05
Total Equipment				\$ 506.36
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				\$ -
				\$ -
				\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
ITEM SUB-TOTAL				\$ 1,492.75
BOND PREMIUM				\$ 14.93
FORCE ACCOUNT - DAY TOTAL				\$ 1,507.67
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	\$ 1,507.67	\$ 1,507.67

CHAMPION INFRASTRUCTURE LLC



COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814

DATE: 14-Sep-20
ITEM: 999-WC01
QTY: 1 LS
DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/E corner. Completed breaking and removal of very hard rock bedrock to provide a trench/excavation to extend conduit(s) for Run #14, from curb line to proposed Ground Box. This location is similar in rock formation to that encountered excavating for Run #9, essentially "bedrock" which is extremely hard to break. Cleaned up and hauled away excess spoil materials (broken rock). Utilized additional technique for Rock Removal, this consisted of using a large "hammer drill" to drill holes through the bedrock along the trench edge(s), in an effort to weaken and provide a fracture point for the rock. This technique is helping and reducing the amount of break-out time. Covered all open excavations and secured site for the night. Removed shoulder closure TC Equipment.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet			\$ -	\$ -
			\$ -	\$ -
Subtotal				\$ -
15% Compensation				\$ -
Total Material				\$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	2	REG	\$ 27.00	\$ 54.00
Foreman/Operator		OT	\$ 40.50	\$ -
Utility Laborer/Operator	3	REG	\$ 19.00	\$ 57.00
Utility Laborer/Operator		OT	\$ 28.50	\$ -
Utility Laborer/Operator	3	REG	\$ 13.00	\$ 39.00
Utility Laborer/Operator		OT	\$ 19.50	\$ -
Common Laborer (1)	3	REG	\$ 10.50	\$ 31.50
Common Laborer (1)		OT	\$ 15.75	\$ -
Raw Labor				\$ 181.50
55% Insur. & Taxes				\$ 99.83
Labor Sub-Total				\$ 281.33
15% Compensation				\$ 42.20
Total Labor				\$ 323.52
EQUIPMENT	UNIT	HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	HR	2	\$ 22.33	\$ 44.66
Pickup (1-Ton) - Diesel	HR	3	\$ 22.33	\$ 66.99
Trailer (14 K-GVWR)	HR		\$ 2.97	\$ -
Trailer (7 K-GVWR), W/Water Tank	HR		\$ 2.73	\$ -
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Rocksaw (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Dump Trailer (14K-GVWR)	HR	3	\$ 2.97	\$ 8.91
Cut-Off Saw (14") - (Gas Powered) - Daily Rate	DAY	0.5	\$ 30.00	\$ 15.00
Traffic Control (Signs, Cones, Barricades)	DAY	0.5	\$ 50.00	\$ 25.00
Generator - Hammer Drill, Etc	DAY	0.5	\$ 50.00	\$ 25.00
Sub Total				\$ 185.56
15% Compensation				\$ 27.83
Total Equipment				\$ 213.39
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				\$ -
				\$ -
				\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
ITEM SUB-TOTAL				\$ 536.92
BOND PREMIUM				\$ 5.37
FORCE ACCOUNT - DAY TOTAL				\$ 542.29
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	\$ 542.29	\$ 542.29

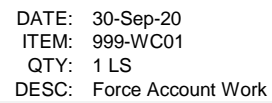


COUNTY: Williamson
 PROJECT: 1907-333
 CSJ NO: 1907-333
 CHAMPION JOB NO: 190814

DATE: 15-Sep-20
 ITEM: 999-WC01
 QTY: 1 LS
 DESC: Force Account Work

FORCE ACCOUNT DIARY: Set out Traffic Control equipment on the S/E corner. Extended 4 - 2" x 18' Conduit(s) for Run #14 from back-of-curb to proposed Ground Box. Terminated Conduit(s) at Ground Box. Sanded and backfilled Trench. Cleaned up and hauled away excess spoil materials.

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Materials List on Separate Sheet	1	LS	\$ 302.96	\$ 302.96
			\$ -	\$ -
Subtotal				\$ 302.96
15% Compensation				\$ 45.44
Total Material				\$ 348.40
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator	1	REG	\$ 27.00	\$ 27.00
Foreman/Operator		OT	\$ 40.50	\$ -
Utility Laborer/Operator	3	REG	\$ 19.00	\$ 57.00
Utility Laborer/Operator		OT	\$ 28.50	\$ -
Utility Laborer/Operator	3	REG	\$ 13.00	\$ 39.00
Utility Laborer/Operator		OT	\$ 19.50	\$ -
Common Laborer (1)	3	REG	\$ 10.50	\$ 31.50
Common Laborer (1)		OT	\$ 15.75	\$ -
Raw Labor				\$ 154.50
55% Insur. & Taxes				\$ 84.98
Labor Sub-Total				\$ 239.48
15% Compensation				\$ 35.92
Total Labor				\$ 275.40
EQUIPMENT	UNIT	QTY	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	HR	1	\$ 22.33	\$ 22.33
Pickup (1-Ton) - Diesel	HR	3	\$ 22.33	\$ 66.99
Trailer (14 K-GVWR)	HR		\$ 2.97	\$ -
Trailer (7 K-GVWR), W/Water Tank	HR		\$ 2.73	\$ -
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate	WEEK	0.3	\$ 1,050.52	\$ 315.16
Rocksaw (Cat-Trax Rental) - Weekly Rate	WEEK		\$ -	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate	WEEK	0.3	\$ 1,618.93	\$ 485.68
Dump Trailer (14K-GVWR)	HR	3	\$ 2.97	\$ 8.91
Cut-Off Saw (14") - (Gas Powered) - Daily Rate	DAY	0.5	\$ 30.00	\$ 15.00
Traffic Control (Signs, Cones, Barricades)	DAY	0.5	\$ 50.00	\$ 25.00
Generator - Hammer Drill, Etc	DAY	0.5	\$ 50.00	\$ 25.00
				\$ -
Sub Total				\$ 964.07
15% Compensation				\$ 144.61
Total Equipment				\$ 1,108.68
SUBCONTRACTORS			UNIT PRICE	AMOUNT
None Today				\$ -
				\$ -
				\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
				\$ -
ITEM SUB-TOTAL				\$ 1,732.48
BOND PREMIUM				\$ 17.32
FORCE ACCOUNT - DAY TOTAL				\$ 1,749.81
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	\$ 1,749.81	\$ 1,749.81



MATERIAL	VENDOR	DATE	QUANTITY	UNIT	COST	AMOUNT
Fill Sand	Round Rock Landscape	9/15/2020	1	LS	\$ 139.35	\$ 139.35
Conduit, 2" Sch 80	Techline	Various	123	LF	\$ 0.91	\$ 111.93
90 Degree Bend, 2" Sch 80	Techline	Various	8	EA	\$ 3.79	\$ 30.32
Coupling, 2"	Techline	Various	16	EA	\$ 0.46	\$ 7.36
Solvent/Cement	Techline	Various	1	QT	\$ 7.00	\$ 7.00
Duct Tape	Techline	Various	1	ROLL	\$ 7.00	\$ 7.00
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
						\$ -
					MATERIALS	\$ 302.96

Date 8-00-2020

I, Lori Bouteller (Name of Signatory Party) Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Champion Infrastructure, LLC

(Contractor or Subcontractor) _____ on the

Williamson Co. O'Connor Signals ; that during the payroll period commencing on the

(Building or Work)

31 day of August, 2020, and ending the 6 day of September, 2020,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Champion Infrastructure, LLC

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Lori Bouteller

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Payroll # 11
Week Ending 9-6-2020

Date 8-00-2020

I, Lori Bouteller (Name of Signatory Party) Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Champion Infrastructure, LLC

on the _____

(Contractor or Subcontractor)

Williamson Co. O'Connor Signals; that during the payroll period commencing on the

(Building or Work)

7 day of September, 2020, and ending the 13 day of September 2020,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Champion Infrastructure, LLC

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Lori Bouteller

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Payroll # 12
Week Ending 9-13-2020

Date 8-00-2020

I, Lori Bouteller (Name of Signatory Party) Administrator (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Champion Infrastructure, LLC

(Contractor or Subcontractor) _____ on the

Williamson Co. O'Connor Signals ; that during the payroll period commencing on the

(Building or Work)

14 day of September 2020, and ending the 20 day of September, 2020,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Champion Infrastructure, LLC

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Lori Bouteller	
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Payroll # 13
Week Ending 9-20-2020

CAT TRAX RENTALS

12630 W. HWY 29
LIBERTY HILL, TX 78642

512-515-5959 Phone
512-515-5467 Fax

Status: Open
Contract #: 71538

Date Out: Tue 9/ 1/2020 10:02AM

Operator: CAPEHEART, ROBERT

Customer #: 11601

CHAMPION INFRASTRUCTURE
317 SALADO CREEK PLACE
SALADO, TX 76571

361-438-2425 Phone

Qty	Key	Items	Status	Agreed Return Date	Price
1	LOAXSG1	BUCKET, SKID-STEER SMOOTH	Out	Tue 9/ 8/2020 10:02AM	\$0.00
1	BOBTRACK#3	BOBCAT, T590 #3	Out	Tue 9/ 8/2020 10:02AM	\$855.00
	Meter Out: 453.3				
1	HE50TAX	EPAVIT COMBINED	Pulled		\$14.68
		MANDATORY TAX COLLECTED BY WILLIAMSON COUNTY AND STATE OF TEXAS			

WE CHARGE FOR TIME OUT AS WELL AS TIME USED

CUSTOMER IS REQUIRED TO CALL IN TO EXTEND ANY RENTAL

Payments made on this contract:

Rental/Sale Paid \$1,050.52 Tue 9/ 1/2020 10:19AM Credit Card Amex 3*****2032 Auth:246218

Total \$1,050.52

I agree to pay the above amount according to the card issuer agreement.

Rental Contract

1. Tire policy - All flats, tire damage and lost time due to flats are LESSEE'S responsibility.
 2. Operator safety - Gloves, eye and ear protection should be worn at all times.
 3. Cleaning - A cleaning charge will be made on items returned dirty.
 4. Fuel - \$ 4.50 / gallon on delivered equipment, \$5.00 / gallon on customer returned equipment not full
 5. If equipment does not function properly notify lessor w/in 30 minutes of occurrence or no refund will be made.
 6. I hereby authorize the lessor to make appropriate charges to my credit card and/or check. A \$35.00 charge will be made for each returned check.
 7. Rented Items taken farther than 20 miles from our location are subject to additional charges if repairs or services are required.
- 5 hour rate: Allowed to keep equipment for 5 hrs with up to 4 hrs on hour meter
Daily rate: Allowed to keep equipment for 24 hrs with up to 8 hrs on hour meter
Weekly rate: Allowed to keep equipment for 7 days with up to 40 hrs on hour meter**
Monthly rate: Allowed to keep equipment for 28 days with up to 160 hrs on hour meter**

**Weekly and monthly rentals not paid for in advance will be charged based on the daily rate.

This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customers obligations. I have received complete verbal operating and safety instructions. These terms and conditions are a part of this contract - READ THEM !!!

Signature:

CHAMPION INFRASTRUCTURE

Rental:	\$855.00
F.T.V.:	\$110.30
Sales:	\$14.68
Subtotal:	\$979.98
Williamson Co./State:	\$70.54
Total:	\$1,050.52
Paid:	\$1,050.52
Amount Due:	\$0.00

Store hours Mon - Fri 07:30 to 05:00, Sat 07:30 to 12:00

Printed On Tue 9/ 1/2020 10:19AM

Software by Point-of-Rental Software www.point-of-rental.com

Modification #4
Contract-Params.rpt (1)

CAT TRAX RENTALS

12630 W. HWY 29
LIBERTY HILL, TX 78642

512-515-5959 Phone
512-515-5467 Fax

Status: Open

Contract #: 70789A

Date Out: Sat 8/22/2020 11:17AM

Operator: CAPEHEART, ROBERT

Customer #: 11601

CHAMPION INFRASTRUCTURE

361-438-2425 Phone

317 SALADO CREEK PLACE

SALADO, TX 76571

Qty	Key	Items	Status	Agreed Return Date	Price
1	HAMBC500#3	HAMMER, 500# ROCK ATLAS-COPCO #1 THIS RENTAL INCLUDES AN ATTACHMENT THAT UTILIZES HYDRAULIC HOSES TO POWER THE ATTACHMENT. HYDRAULIC HOSES ARE THE RESPONSIBILITY OF THE CUSTOMER. WE RECOMMEND THE CUSTOMER INSPECT ANY HYDRAULIC HOSE ON THE ATTACHMENT FOR LEAKS OR DAMAGE BEFORE LEAVING OUR SHOP. AFTER LEAVING OUR LOT, IT IS THE CUSTOMER'S RESPONSIBILITY TO REPLACE THE DAMAGED HOSES OR PAY FOR CAT TRAX TO REPAIR THEM.	Out	Sat 8/29/2020 11:17AM	\$630.00
1	BUCKET12MINI	BUCKET, 12" MINI X	Out	Sat 8/29/2020 11:17AM	\$0.00
1	EXCMB8	EXCAVATOR, MINI E-26 #8 Meter Out: 1682.7 USING THIS ONE WHILE WE FIX THE E-35 KEY CODE: 77777	Out	Sat 8/29/2020 11:17AM	\$705.00
1	HEQTAX	TEXAS EQUIPMENT TAX	Pulled		\$1.57
1	BUCKET12MINI	BUCKET, 12" MINI X	Out	Sat 8/29/2020 11:17AM	\$0.00

invoice from previous month for
verification of weekly rental rate

WE CHARGE FOR TIME OUT AS WELL AS TIME USED

CUSTOMER IS REQUIRED TO CALL IN TO EXTEND ANY RENTAL

Rental Contract

1. Tire policy - All flats, tire damage and lost time due to flats are LESSEE'S responsibility.
2. Operator safety - Gloves, eye and ear protection should be worn at all times.
3. Cleaning - A cleaning charge will be made on items returned dirty.
4. Fuel - \$ 4.50 / gallon on delivered equipment, \$5.00 / gallon on customer returned equipment not full
5. If equipment does not function properly notify lessor w/in 30 minutes of occurrence or no refund will be made.
6. I hereby authorize the lessor to make appropriate charges to my credit card and/or check. A \$35.00 charge will be made for each returned check.
7. Rented Items taken farther than 20 miles from our location are subject to additional charges if repairs or services are required.
5 hour rate: Allowed to keep equipment for 5 hrs with up to 4 hrs on hour meter
Daily rate: Allowed to keep equipment for 24 hrs with up to 8 hrs on hour meter
Weekly rate: Allowed to keep equipment for 7 days with up to 40 hrs on hour meter**
Monthly rate: Allowed to keep equipment for 28 days with up to 160 hrs on hour meter**
**Weekly and monthly rentals not paid for in advance will be charged based on the daily rate.
This is a contract. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customers obligations. I have received complete verbal operating and safety instructions. These terms and conditions are a part of this contract - READ THEM !!!

Signature:

CHAMPION INFRASTRUCTURE

Rental:	\$1,335.00
F.T.V.:	\$172.22
Sales:	\$1.57
Subtotal:	\$1,508.79
Williamson Co./State:	\$110.14
Total:	\$1,618.93
Paid:	\$0.00
Amount Due:	\$1,618.93

Rental Rate Blue Book®

January 30, 2019

Miscellaneous 4X2 1 340 CREW DSL

On-Highway Light Duty Trucks

Size Class:

300 HP & Over

Weight:

N/A

Model Image

Configuration for 4X2 1 340 CREW DSL

Axle Configuration	4X2	Power Mode	Diesel
Horsepower	340	Cab Type	Crew
Ton Rating	1		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$995.00	\$280.00	\$70.00	\$11.00	\$17.30	\$22.95
Adjustments						
Region (Texas: 91.4%)	(\$85.57)	(\$24.08)	(\$6.02)	(\$0.95)		
Model Year (2014: 97.4%)	(\$23.65)	(\$6.65)	(\$1.66)	(\$0.26)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$885.78	\$249.27	\$62.32	\$9.79	\$17.30	\$22.33

Non-Active Use Rates

Hourly

Standby Rate	\$3.57
Idling Rate	\$18.37

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$537.30/mo
Overhaul (ownership)	29%	\$288.55/mo
CFC (ownership)	7%	\$69.65/mo
Indirect (ownership)	10%	\$99.50/mo
Fuel (operating) @ 3.27	77%	\$13.34/hr

Revised Date: 1st Half 2019

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

Rental Rate Blue Book®

September 30, 2016

Miscellaneous Non-Tilt Deck Utility Trailers

Non-Tilt Deck Utility Trailers

Size Class:

All

Weight:

4,200 lbs.

Model Image

Configuration for Non-Tilt Deck Utility Trailers

Hitch Type	Tow	Number of Tires	4
Capacity	5 t	Number of Axles	2

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$270.00	\$76.00	\$19.00	\$3.00	\$1.75	\$3.28
Adjustments						
Region (Texas: 90.4%)	(\$25.92)	(\$7.30)	(\$1.82)	(\$0.29)		
Model Year (2002: 87.7%)	(\$30.02)	(\$8.45)	(\$2.11)	(\$0.33)		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$214.06	\$60.25	\$15.07	\$2.38	\$1.75	\$2.97

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$121.50/mo
Overhaul (ownership)	37%	\$99.90/mo
CFC (ownership)	6%	\$16.20/mo
Indirect (ownership)	12%	\$32.40/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd Half 2016



NEW AGE ROCKS Inc

15212 R. Road 620N, Austin, TX, 78717

Invoice

Date	Invoice #
9/15/2020	26979

Bill To	Ship To
Champion Construction Maury Millorn	

PAID
09/15/2020

P.O. No.	Terms

Description	Qty	Rate	Amount
CONCRETE SAND PER YARD	3	46.45	139.35

Subtotal \$139.35

Sales Tax (7.25%) \$0.00

Total \$139.35

Payments/Credits -\$139.35

Balance Due \$0.00

Customer Total Balance \$0.00

Round Rock Landscape
Supplies
15212 RR 620
Austin, TX 78717
512-994-5577

SALE

TID: 78849013 REF#: 00000005
Batch #: 001806 RRN: 259874743239
09/15/20 11:00 AM CVC: U
AVS: 0
APPR CODE: 867589
AMEX *****3317
Chip **/**

AMOUNT \$139.35

APPROVED

AMERICAN EXPRESS
AD: A000000025010801
TVR: 00 00 00 80 00
TSI: E8 00

FOR
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ER
ID.
WILL
TER

Phone #

512 994 55 77

E-mail

roundrockls@yahoo.com

Web Site

www.roundrocklandscapesupplies.c...



TECHLINE, Inc.

9609 Beck Circle ■ Austin, Texas 78758-5401
Phone: (512) 833-5410 ■ Fax: (512) 833-5407

INVOICE

CUST.#: 10307

SHIP TO: CHAMPION INFRASTRUCTURE, LLC
O'CONNOR DRIVE TRAFFIC SIGNAL
317 SALADO CREEK PL
SALADO, TX 76571

BILL TO: CHAMPION INFRASTRUCTURE, LLC
P.O. BOX 2984
GEORGETOWN, TX 78627

INVOICE DATE	SHIPPED	ORDER NO.
07/23/20	07/23/20	1937035-00
P.O. NO.	PAGE #	TERMS
2019-402	1	NET 30 DAYS
INSTRUCTIONS		
SHIP POINT		SHIP VIA
Techline TxDot New Braunfels		Will Call

Please remit all payments to:

Techline, Inc.
P.O. Box 674005
Dallas, TX 75267-4005

Please remit overnight payments to:

Techline, Inc.
4400 Amon Carter Blvd.
Suite 110
Fort Worth, TX 76155
(972) 705-4267

*** D U P L I C A T E ***

LINE NO.	QUANTITY ORDERED	QUANTITY B.O.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
3	1600	0	PVC 200 SCH 80 2 INCH SCHEDULE 80 CONDUIT, 10 FT LENGTH Cantex #A53CA12 Lift = 1,400'	1600	ft	0.91	1456.00
4	2800	1920	PVC 300 SCH 80 PVC 3 INCH SCHEDULE 80 10 FOOT LENGTHS	880	FT	1.62	1425.60
8	110	80	PVC EL20090SCH80 PVC ELBOW 2 INCH SCHEDULE 80 90	30	EA	3.79	113.70
9	140	100	PVC EL30090SCH80 PVC ELBOW 3 INCH SCHEDULE 80 90	40	EA	9.62	384.80
10	20	0	PVC EL20045SCH80 2 INCH SCHEDULE 80 45 DEGREE ELBOW	20	ea	3.09	61.80
11	30	0	PVC EL30045SCH80 PVC ELBOW 3 INCH SCHEDULE 80 45	30	ea	8.35	250.50
13	240	160	PVC CP200 PVC COUPLING, 2 INCH Cantex# 3141628 Standard box = 40.	80	EA	0.46	36.80
14	280	200	PVC CP300 3 INCH PVC COUPLING Cantex #6141630. box = 40.	80	EA	1.33	106.40
25	18	0	55985 PVC Cement, Quart, 633L Low VOC	18	EA	7.00	126.00
64	Lines Total		Qty Shipped Total	2778		Total Invoice Total	3961.60 3961.60
Continued							

Past due invoices will accrue interest at the rate of one and one-half percent (1.5%) per month (18% per year).

CO #3 BACK-UP DOCUMENTS - PART 2

CONDUIT INSTALLATION AT MORGAN HILL TRAIL INTERSECTION

CHAMPION

INFRASTRUCTURE LLC



COUNTY: WILLIAMSON
PROJECT: 1907-333
CSJ NO:
CHAMPION JOB NO: 190814

DATE: 4-Jan-21
ITEM:
QTY: 1
DESC: CONDUIT - MORGAN HILL TRAIL

FIELD CHANGE: CONDUIT SYSTEM @ MORGAN HILL TRAIL

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Attached Sheet	1	LS	\$ 5,568.86	\$ 5,568.86
Subtotal				\$ 5,568.86
15% Compensation				\$ 835.33
Total Material				\$ 6,404.19
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman	168	REG	\$ 27.00	\$ 4,536.00
Foreman	42	OT	\$ 40.50	\$ 1,701.00
Utility Laborer/Operator	168	REG	\$ 19.00	\$ 3,192.00
Utility Laborer/Operator	42	OT	\$ 28.50	\$ 1,197.00
Utility Laborer/Operator	168	REG	\$ 13.00	\$ 2,184.00
Utility Laborer/Operator	42	OT	\$ 19.50	\$ 819.00
Common Laborer (1)	168	REG	\$ 10.50	\$ 1,764.00
Common Laborer (1)	42	OT	\$ 15.75	\$ 661.50
Raw Labor				\$ 16,054.50
55% Insur. & Taxes				\$ 8,829.98
Labor Sub-Total				\$ 24,884.48
15% Compensation				\$ 3,732.67
Total Labor				\$ 28,617.15
EQUIPMENT			AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	168	HRS	\$ 22.33	\$ 3,751.44
Pickup (1-Ton) - Diesel	168	HRS	\$ 22.33	\$ 3,751.44
Trailer (14 K-GVWR)	40	HRS	\$ 2.97	\$ 118.80
Trailer (7 K-GVWR), W/Water Tank	168	HRS	\$ 2.73	\$ 458.64
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate	3	WKS	\$ 1,050.52	\$ 3,151.56
Rocksaw (Cat-Trax Rental) - Weekly Rate	2	WKS	\$ 1,638.46	\$ 3,276.92
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate	3	WKS	\$ 1,618.93	\$ 4,856.79
Dump Trailer (14K-GVWR)	3	HRS	\$ 2.97	\$ 8.91
Cut-Off Saw (14") - (Gas Powered) - Daily Rate	21	DAY	\$ 30.00	\$ 630.00
Traffic Control (Signs, Stands, Cones, Barricades)	21	DAY	\$ 150.00	\$ 3,150.00
Traffic Control (Arrowboards - 2)	21	DAY	\$ 75.78	\$ 1,591.38
Miscellaneous (Generator, Pavement Breaker, Etc)	21	DAY	\$ 75.00	\$ 1,575.00
Sub Total				\$ 26,320.88
15% Compensation				\$ 3,948.13
Total Equipment				\$ 30,269.01
SUBCONTRACTORS			UNIT PRICE	AMOUNT
				\$ -
				\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
MISCELLANEOUS				
Lodging	15	DAY	\$ 150.00	\$ 2,250.00
Per Diem	18	DAY	\$ 90.00	\$ 1,620.00
Sub Total				\$ 3,870.00
15% Compensation				\$ 580.50
Total Miscellaneous				\$ 4,450.50
ITEM SUB-TOTAL				\$ 69,740.85
BOND PREMIUM				\$ 697.41
FIELD CHANGE ITEM TOTAL				\$ 70,438.26
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CONDUIT - MORGAN HILL TRAIL	1		\$ 70,438.26	\$ 70,438.26

CHAMPION

INFRASTRUCTURE LLC



COUNTY: Williamson
 PROJECT: 1907-333
 CSJ NO: 1907-333
 CHAMPION JOB NO: 190814
MATERIALS:

DATE: 4-Jan-21
 ITEM:
 QTY:
 DESC: CONDUIT - MORGAN HILL TR

PRICING BREAKDOWN				
MATERIAL DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
Stabilized Backfill - Temporary (Granite Gravel)	3	CY	\$ 49.31	\$ 147.93
Fill Sand	8	CY	\$ 47.50	\$ 380.00
Concrete Backfill - Quikrete Mix (fast set)	120	BAG	\$ 5.68	\$ 681.60
Asphalt Repair - Temporary	30	BAG	\$ 14.89	\$ 446.70
Conduit, 2" Sch 80	1446	LF	\$ 1.80	\$ 2,602.80
90 Degree Bend, 2" Sch 80	46	EA	\$ 3.79	\$ 174.34
Coupling, 2"	92	EA	\$ 0.46	\$ 42.32
Bell End, 2"	68	EA	\$ 2.07	\$ 140.76
Conduit, 3" Sch 80	30	LF	\$ 1.62	\$ 48.60
90 Degree Bend, 3" Sch 80	3	EA	\$ 9.62	\$ 28.86
Coupling, 3"	6	EA	\$ 1.33	\$ 7.98
Bell End, 3"	6	EA	\$ 2.42	\$ 14.52
Conduit, 4" Sch 80	30	LF	\$ 8.17	\$ 245.10
90 Degree Bend, 4" Sch 80	4	EA	\$ 32.25	\$ 129.00
Coupling, 4"	8	EA	\$ 3.52	\$ 28.16
Bell End, 4"	4	EA	\$ 3.61	\$ 14.44
Trench Warning Tape	1	ROLL	\$ 22.00	\$ 22.00
Solvent/Cement	6	QT	\$ 7.00	\$ 42.00
Duct Tape	2	ROLL	\$ 7.00	\$ 14.00
Plywood (4' x 8' x 3/4") Sheets	8	EA	\$ 25.00	\$ 200.00
Sand Bags (Filled)	25	EA	\$ 3.55	\$ 88.75
Jetline	1	EA	\$ 40.00	\$ 40.00
Line Carrier, 2"	1	EA	\$ 13.00	\$ 13.00
Line Carrier, 4"	1	EA	\$ 16.00	\$ 16.00
			MATERIALS	\$ 5,568.86

CHAMPION INFRASTRUCTURE LLC



COUNTY: WILLIAMSON
PROJECT: 1907-333
CSJ NO:
CHAMPION JOB NO: 190814

DATE: 4-Jan-21
ITEM:
QTY: 1
DESC: IRRIGATION/ELECTRICAL CONFLICTS

FIELD CHANGE: REMOVE & RE-ROUTE EXISTING IRRIGATION LINES/ELECTRICAL CIRCUIT(S). TREE REMOVAL

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Attached Sheet	1	LS	\$ 320.89	\$ 320.89
Subtotal				\$ 320.89
15% Compensation				\$ 48.13
Total Material				\$ 369.02
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman	5	REG	\$ 27.00	\$ 135.00
Foreman		OT	\$ 40.50	\$ -
Utility Laborer/Operator	5	REG	\$ 19.00	\$ 95.00
Utility Laborer/Operator		OT	\$ 28.50	\$ -
Utility Laborer/Operator		REG	\$ 13.00	\$ -
Utility Laborer/Operator		OT	\$ 19.50	\$ -
Common Laborer (1)		REG	\$ 10.50	\$ -
Common Laborer (1)		OT	\$ 15.75	\$ -
Raw Labor				\$ 230.00
55% Insur. & Taxes				\$ 126.50
Labor Sub-Total				\$ 356.50
15% Compensation				\$ 53.48
Total Labor				\$ 409.98
EQUIPMENT			AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	0.5	HRS	\$ 22.33	\$ 11.17
Pickup (1-Ton) - Diesel	0.5	HRS	\$ 22.33	\$ 11.17
Trailer (14 K-GVWR)		HRS	\$ 2.97	\$ -
Trailer (7 K-GVWR), W/Water Tank	0.5	HRS	\$ 2.73	\$ 1.37
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate		WKS	\$ 1,050.52	\$ -
Rocksaw (Cat-Trax Rental) - Weekly Rate		WKS	\$ 1,638.46	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		WKS	\$ 1,618.93	\$ -
Dump Trailer (14K-GVWR)		HRS	\$ 2.97	\$ -
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		DAY	\$ 30.00	\$ -
Traffic Control (Signs, Stands, Cones, Barricades)		DAY	\$ 150.00	\$ -
Traffic Control (Arrowboards - 2)		DAY	\$ 151.55	\$ -
Miscellaneous (Generator, Pavement Breaker, Etc)		DAY	\$ 75.00	\$ -
Sub Total				\$ 23.70
15% Compensation				\$ 3.55
Total Equipment				\$ 27.25
SUBCONTRACTORS			UNIT PRICE	AMOUNT
Freshscapes Texas	1		\$ 575.00	\$ 575.00
				\$ -
Sub Total				\$ 575.00
15% Compensation				\$ 86.25
Total Subcontractor				\$ 661.25
MISCELLANEOUS				
Lodging		DAY	\$ 150.00	\$ -
Per Diem		DAY	\$ 90.00	\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Miscellaneous				\$ -
ITEM SUB-TOTAL				\$ 1,467.50
BOND PREMIUM				\$ 14.67
FIELD CHANGE ITEM TOTAL				\$ 1,482.17
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
IRRIGATION/ELECTRICAL CONFLICTS	1		\$ 1,482.17	\$ 1,482.17



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2700 WHITESTONE BLVD
CEDAR PARK, TX 78613 (512)528-9053

6585 00002 24022 12/09/20 01:35 PM
SALE CASHIER JESUS

048243465828 100 FT WIRE <A>	39.48
18/5 100' BURIAL SPRINKLER WIRE	
088700060036 1 SCH40 10FT <A>	
1INX10FT PVC CONDUIT SCH40 JLQ50	
5@4.98	24.90
754826203434 PVC40 PEEPIPE <A>	
1-1/4" X 10' PVC40 PE PIPE	
5@5.75	28.75
754826200495 PVC40 PEEPIPE <A>	
3/4" X 10' PVC40 PE PIPE	
5@2.84	14.20
0000-193-682 PVC40 PEEPIPE <A>	2.31
1/2" X 10' PVC40 PE PIPE	
088700568563 JUNCT BOX <A>	
JUNCTION BOX 6X6X4	
2@13.94	27.88
038753307572 PURPL PRIMER <A>	12.30
16OZ PURPLE PRIMER NSF/UPC	
032886918100 12SOLTHHN100 <A>	25.99
12 SOLID THHN GREEN - 100 FT	
719362622040 WP CONN <A>	2.71
MED WATERPROOF WIRE CNNCTR 4PK	
051411961930 CON LOCKNUT <A>	
RIGID LOCKNUT 1" PK2	
2@0.81	1.62
719362623245 WP CONN <A>	12.57
LG WATERPROOF WIRE CNNCTR 20PK	
088700012707 1IN 90DEG EL <A>	
ELBOW 1" SCH40 90DEG BELL END	
2@1.41	2.82
088700061033 1 COUPLING <A>	
1IN COUPLING JLQ150	
6@0.52	3.12
088700062030 1 ADAPTER <A>	
1IN TERMINAL ADAPTER JLQ60	
4@0.63	2.52
049081137588 1-1/4 CPLING <A>	
1-1/4" PVC COUPLING SXS	
4@0.78	3.12
049081142384 1 1/4 PVC EL <A>	
1-1/4" PVC STREET EL 90D SXSPG	
4@2.17	8.68
049081140748 1-1/4 ELBOW <A>	
1-1/4" PVC EL 90D SXS	
4@1.32	5.28
049081140649 3/4 PVC 90EL <A>	
3/4" PVC EL 90D SXS	
4@0.48	1.92
049081137489 1/2 PVC CPLG <A>	
1/2" PVC COUPLING SXS	
3@0.46	1.38
049081142346 3/4 PVC EL <A>	
3/4" PVC STREET EL 90D SXSPG	
4@1.44	5.76
049081137502 3/4 PVC CPLG <A>	
3/4" PVC COUPLING SXS	
5@0.46	2.30
049081140625 1/2 PVC 90EL <A>	0.39

1/2" PVC EL 90D SXS	
049081136789 1/2 PVC CAP <A>	0.43
1/2" PVC CAP SLIP	
0000-320-390 8 STR THHN 1 <A>	
8 STRANDED THHN BLACK - 1 FT	
120@0.55	66.00
SUBTOTAL	296.43
SALES TAX	24.46
TOTAL	\$320.89
XXXXXXXXXXXX3317 AMEX	
USD\$ 320.89	
AUTH CODE 860282/4024912	TA
Chip Read	
AID A000000025010801	AMERICAN EXPRESS

6585 12/09/20 01:35 PM



6585 02 24022 12/09/2020 9601

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 180 06/07/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

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A \$5,000 HOME DEPOT GIFT CARD

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www.homedepot.com/survey

User ID: HTJ 54918 48335
PASSWORD: 20609 48333

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

FreshScapes Texas
PO Box 309
Manor, TX 78653
Phone: (512)8017339
Email: jeremy@freshscapestexas.com

Oak Brook HOA
Attn: Clayton Weber
11149 Research Blvd Suite 100
Austin, TX 78759
Phone: 5125077294

Invoice
Invoice #: 0001703
Issue Date: Dec 07, 2020

Item	Unit Price	Qty	Tax	Line Total
Tree Trimming remove 3 trees at the corner of Morgan Hill and O'Conner	\$575.00	1.0	0.0%	\$575.00
Invoice Total				\$575.00
Amount Paid				\$0.00
Amount Due				\$575.00
Due Date				Dec 07, 2020

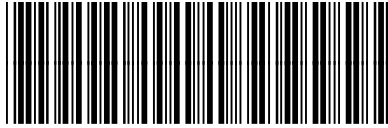


TECHLINE, Inc.

9609 Beck Circle ■ Austin, Texas 78758-5401
Phone: (512) 833-5410 ■ Fax: (512) 833-5407

ACKNOWLEDGEMENT

ACK DATE	ORDER NO.
12/01/20	1939667-00
P.O. NO.	PAGE #
2019-402	1



CUST.#: 10307

SHIP TO:

CHAMPION INFRASTRUCTURE, LLC
O'CONNOR DRIVE TRAFFIC SIGNAL
317 SALADO CREEK PL
SALADO, TX 76571

Please remit all payments to:
Techline, Inc.
P.O. Box 674005
Dallas, TX 75267-4005
Phone: (512) 833-5401

BILL TO:

CHAMPION INFRASTRUCTURE, LLC
P.O. BOX 2984
GEORGETOWN, TX 78627

INSTRUCTIONS	
SHIP POINT	SHIP VIA
Techline TxDot New Braunfels	Will Call
SHIPPED	TERMS
	NET 30 DAYS

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	A6001775A-CAP Box Assy, RPM 19" Dia x 9" Deep SS Hex Head Bolt Type B Signalization Box "ELECTRIC" on lid	1	1	ea	135.00	135.00
2	PVC 200 SCH 80 2 INCH SCHEDULE 80 CONDUIT, 10 FT LENGTH Cantex #A53CA12 Lift = 1,400'	1500	1500	ft	1.80	2700.00
3	PVC B200 PVC BELL END, 2 INCH	40	40	EA	2.07	82.80
4	PVC CP200 PVC COUPLING, 2 INCH Cantex# 3141628 Standard box = 40.	160	160	EA	0.46	73.60
5	PVC EL20090SCH80 PVC ELBOW 2 INCH SCHEDULE 80 90	20	20	EA	3.79	75.80
6	QUA PG1730B517 Box Only, Type D 17x30x22 w/o Lid	5	5	Ea	154.00	770.00
7	QUA PG1730H507-4E Cover Only, Type C, D DHV TRAFFIC SIGNAL	5	5	Ea	0.00	0.00
7	Lines Total	Qty Shipped Total	1731		Total Invoice Total	3837.20 3837.20

CO #3 BACK-UP DOCUMENTS - PART 3

RELOCATING CONTROLLER PAD AT LIBERTY WALK INTERSECTION

CHAMPION

INFRASTRUCTURE LLC



COUNTY: WILLIAMSON
PROJECT: 1907-333
CSJ NO:
CHAMPION JOB NO: 190814

DATE: 4-Jan-21
ITEM:
QTY: 1
DESC: CONTROLLER FND-LIBERTY WALK DR

FIELD CHANGE: REMOVE & REPLACE CONTROLLER FND @ LIBERTY WALK DR

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Attached Sheet	1	LS	\$ 865.59	\$ 865.59
Subtotal				\$ 865.59
15% Compensation				\$ 129.84
Total Material				\$ 995.43
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman	20	REG	\$ 27.00	\$ 540.00
Foreman	5	OT	\$ 40.50	\$ 202.50
Utility Laborer/Operator	20	REG	\$ 19.00	\$ 380.00
Utility Laborer/Operator	5	OT	\$ 28.50	\$ 142.50
Utility Laborer/Operator	8	REG	\$ 13.00	\$ 104.00
Utility Laborer/Operator	2	OT	\$ 19.50	\$ 39.00
Common Laborer (1)	8	REG	\$ 10.50	\$ 84.00
Common Laborer (1)	2	OT	\$ 15.75	\$ 31.50
Raw Labor				\$ 1,523.50
55% Insur. & Taxes				\$ 837.93
Labor Sub-Total				\$ 2,361.43
15% Compensation				\$ 354.21
Total Labor				\$ 2,715.64
EQUIPMENT			AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	20	HRS	\$ 22.33	\$ 446.60
Pickup (1-Ton) - Diesel	20	HRS	\$ 22.33	\$ 446.60
Trailer (14 K-GVWR)	20	HRS	\$ 2.97	\$ 59.40
Trailer (7 K-GVWR), W/Water Tank	8	HRS	\$ 2.73	\$ 21.84
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate	20	HRS	\$ 26.27	\$ 525.40
Rocksaw (Cat-Trax Rental) - Weekly Rate		WKS	\$ 1,638.46	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate	20	HRS	\$ 40.48	\$ 809.60
Dump Trailer (14K-GVWR)	20	HRS	\$ 2.97	\$ 59.40
Cut-Off Saw (14") - (Gas Powered) - Daily Rate		DAY	\$ 30.00	\$ -
Traffic Control (Signs, Stands, Cones, Barricades)	3	DAY	\$ 75.00	\$ 225.00
Traffic Control (Arrowboards - 2)		DAY	\$ 151.55	\$ -
Miscellaneous (Generator, Pavement Breaker, Etc)	3	DAY	\$ 75.00	\$ 225.00
Sub Total				\$ 2,818.84
15% Compensation				\$ 422.83
Total Equipment				\$ 3,241.67
SUBCONTRACTORS			UNIT PRICE	AMOUNT
				\$ -
				\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
MISCELLANEOUS				
Lodging	2	DAY	\$ 150.00	\$ 300.00
Per Diem	2	DAY	\$ 90.00	\$ 180.00
Sub Total				\$ 480.00
15% Compensation				\$ 72.00
Total Miscellaneous				\$ 552.00
ITEM SUB-TOTAL				\$ 7,504.73
BOND PREMIUM				\$ 75.05
FIELD CHANGE ITEM TOTAL				\$ 7,579.78
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CONTROLLER FND-LIBERTY WALK DR	1		\$ 7,579.78	\$ 7,579.78

CHAMPION

INFRASTRUCTURE LLC



COUNTY: Williamson
 PROJECT: 1907-333
 CSJ NO: 1907-333
 CHAMPION JOB NO: 190814
MATERIALS:

DATE: 4-Jan-21
 ITEM:
 QTY:
 DESC: CONTROLLER FND - LIBERTY WALK DR

PRICING BREAKDOWN				
MATERIAL DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
Reinforcement Steel, No 3	150	LF	\$ 0.42	\$ 63.00
Tie Wire	1	ROLL	\$ 7.55	\$ 7.55
Fill Sand	1	CY	\$ 47.50	\$ 47.50
Concrete	4	CY	\$ 150.50	\$ 602.00
Conduit, 1" Sch 40	20	LF	\$ 0.54	\$ 10.80
90 Degree Bend, 1" Sch 40	1	EA	\$ 0.75	\$ 0.75
Coupling, 1"	2	EA	\$ 0.19	\$ 0.38
Bell End, 1"	1	EA	\$ 1.13	\$ 1.13
Ground Rod, 5/8" x 8' Copper Clad	1	EA	\$ 13.00	\$ 13.00
Ground Rod Clamp, 5/8", Acorn	1	EA	\$ 1.10	\$ 1.10
Ground Wire, No 8 Stranded	8	LF	\$ 0.34	\$ 2.72
Ufer Ground Clamp	2	EA	\$ 3.35	\$ 6.70
Form Lumber, 2" x 6"	72	LF	\$ 0.98	\$ 70.56
Form Lumber, 2" x 4"	40	LF	\$ 0.96	\$ 38.40
			MATERIALS	\$ 865.59

CO #3 BACK-UP DOCUMENTS - PART 4

**CONCRETE CURB & GUTTER REMOVE
AND REPLACEMENT FOR OPEN CUTTING
CONDUIT CROSSINGS**

CHAMPION

INFRASTRUCTURE LLC



COUNTY: WILLIAMSON
PROJECT: 1907-333
CSJ NO:
CHAMPION JOB NO: 190814

DATE: 4-Jan-21
ITEM:
QTY: 65
DESC: CONCRETE CURB & GUTTER

FIELD CHANGE: REPLACEMENT OF CONCRETE CURB & GUTTER

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
Attached Sheet	1	LS	\$ 1,144.10	\$ 1,144.10
Subtotal				\$ 1,144.10
15% Compensation				\$ 171.62
Total Material				\$ 1,315.72
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman	16	REG	\$ 27.00	\$ 432.00
Foreman	4	OT	\$ 40.50	\$ 162.00
Utility Laborer/Operator	16	REG	\$ 19.00	\$ 304.00
Utility Laborer/Operator	4	OT	\$ 28.50	\$ 114.00
Utility Laborer/Operator	16	REG	\$ 13.00	\$ 208.00
Utility Laborer/Operator	4	OT	\$ 19.50	\$ 78.00
Common Laborer (1)	16	REG	\$ 10.50	\$ 168.00
Common Laborer (1)	4	OT	\$ 15.75	\$ 63.00
Raw Labor				\$ 1,529.00
55% Insur. & Taxes				\$ 840.95
Labor Sub-Total				\$ 2,369.95
15% Compensation				\$ 355.49
Total Labor				\$ 2,725.44
EQUIPMENT			AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel	16	HRS	\$ 22.33	\$ 357.28
Pickup (1-Ton) - Diesel	16	HRS	\$ 22.33	\$ 357.28
Trailer (14 K-GVWR)		HRS	\$ 2.97	\$ -
Trailer (7 K-GVWR), W/Water Tank	16	HRS	\$ 2.73	\$ 43.68
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate		WKS	\$ 1,050.52	\$ -
Rocksaw (Cat-Trax Rental) - Weekly Rate		WKS	\$ 1,638.46	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate		WKS	\$ 1,618.93	\$ -
Dump Trailer (14K-GVWR)		HRS	\$ 2.97	\$ -
Cut-Off Saw (14") - (Gas Powered) - Daily Rate	2	DAY	\$ 30.00	\$ 60.00
Traffic Control (Signs, Stands, Cones, Barricades)	2	DAY	\$ 75.00	\$ 150.00
Traffic Control (Arrowboards - 2)		DAY	\$ 151.55	\$ -
Miscellaneous (Generator, Hammer Drill, Etc)	2	DAY	\$ 75.00	\$ 150.00
Sub Total				\$ 1,118.24
15% Compensation				\$ 167.74
Total Equipment				\$ 1,285.98
SUBCONTRACTORS			UNIT PRICE	AMOUNT
				\$ -
				\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Subcontractor				\$ -
MISCELLANEOUS				
Lodging	2	DAY	\$ 150.00	\$ 300.00
Per Diem	2	DAY	\$ 90.00	\$ 180.00
Sub Total				\$ 480.00
15% Compensation				\$ 72.00
Total Miscellaneous				\$ 552.00
ITEM SUB-TOTAL				\$ 5,879.13
BOND PREMIUM				\$ 58.79
FIELD CHANGE ITEM TOTAL				\$ 5,937.92
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CONCRETE CURB & GUTTER	1	LS	\$ 5,937.92	\$ 5,937.92

Price is for 65LF of curb total, so unit price is 5937.92/65 = \$91.35/LF



COUNTY: Williamson
PROJECT: 1907-333
CSJ NO: 1907-333
CHAMPION JOB NO: 190814
MATERIALS:

DATE: 4-Jan-21
ITEM:
QTY:
DESC: CONCRETE CURB & GUTTER

PRICING BREAKDOWN				
MATERIAL DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
Reinforcement Steel, No 4	260	LF	\$ 0.69	\$ 179.40
Tie Wire	2	ROLL	\$ 7.55	\$ 15.10
Concrete - Quikrete 4000 PSI (80 LB)	117	BAG	\$ 3.90	\$ 456.30
Asphalt Repair - Temporary	26	BAG	\$ 13.75	\$ 357.50
Form Lumber, 2" x 6"	70	LF	\$ 0.98	\$ 68.60
Form Lumber, 2" x 4"	70	LF	\$ 0.96	\$ 67.20
			MATERIALS	\$ 1,144.10

CO #3 BACK-UP DOCUMENTS - PART 5

PROJECT PERIMETER SIGNS AND BARRICADES DUE TO PROJECT DELAY



COUNTY: Williamson
 PROJECT: 1907-333
 CSJ NO: 1907-333
 CHAMPION JOB NO: 190814
FORCE ACCOUNT DIARY:

DATE: 31-Dec-20
 ITEM: 999-WC01
 QTY: 1 LS
 DESC: Force Account Work

PRICING BREAKDOWN				
MATERIAL	QUANTITY	UNIT	COST	AMOUNT
			\$ -	\$ -
			\$ -	\$ -
Subtotal				\$ -
15% Compensation				\$ -
Total Material				\$ -
LABOR	HOURS	REG/OT	AVER. RATE	AMOUNT
Foreman/Operator		REG	\$ 27.00	\$ -
Foreman/Operator		OT	\$ 40.50	\$ -
Utility Laborer/Operator		REG	\$ 19.00	\$ -
Utility Laborer/Operator		OT	\$ 28.50	\$ -
Utility Laborer/Operator		REG	\$ 13.00	\$ -
Utility Laborer/Operator		OT	\$ 19.50	\$ -
Common Laborer (1)		REG	\$ 10.50	\$ -
Common Laborer (1)		OT	\$ 15.75	\$ -
Raw Labor				\$ -
55% Insur. & Taxes				\$ -
Labor Sub-Total				\$ -
15% Compensation				\$ -
Total Labor				\$ -
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pickup (1-Ton) - Diesel			\$ 22.33	\$ -
Pickup (1-Ton) - Diesel			\$ 22.33	\$ -
Trailer (14 K-GVWR)			\$ 2.97	\$ -
Trailer (7 K-GVWR), W/Water Tank			\$ 2.73	\$ -
Skid Steer (Bobcat) - (Cat-Trax Rental) - Weekly Rate			\$ 315.16	\$ -
Rocksaw (Cat-Trax Rental) - Weekly Rate			\$ -	\$ -
Excavator & Hammer (Cat-Trax Rental) - Weekly Rate			\$ 485.68	\$ -
Dump Trailer (14K-GVWR)			\$ 2.97	\$ -
Sub Total				\$ -
15% Compensation				\$ -
Total Equipment				\$ -
SUBCONTRACTORS			UNIT PRICE	AMOUNT
Acme Barricade		1	\$ 514.19	\$ 514.19
				\$ -
				\$ -
Sub Total				\$ 514.19
15% Compensation				\$ 77.13
Total Subcontractor				\$ 591.32
ITEM SUB-TOTAL				\$ 591.32
BOND PREMIUM				\$ 5.91
FORCE ACCOUNT - DAY TOTAL				\$ 597.23
ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
999-WC01	1	LS	\$ 597.23	\$ 597.23

Monthly Rate



PO BOX 708
SALADO, TX 76571
512-379-2900
www.acmebarricade.com

INVOICE

Date	Invoice Number
1/7/2021	1489

Bill To
Champion Infrastructure, LLC PO Box 1285 Salado, TX 76571

Ship To

P.O. Number	Project/Job Code	Start Date	Stop Date	Rep	Terms
Job #190814	Wilco Signal	12/1/2020	1/1/2021		Net 30

Quantity	Item Code	Description	Price Each	S.O. No.	Amount
1	LM.3008	Lease Monthly - Barricade Georgetown Sales Taxes	475.00 8.25%		475.00T 39.19

Remit Payment To: PO Box 708, Salado, TX 76571. Thank You! brandy@acmebarricade.com	Total	\$514.19
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Commissioners Court - Regular Session**42.****Meeting Date:** 02/09/2021

CR 245 - Antiquities Permit Application

Submitted By: Dawn Haggard, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the CR 245 project. P: 353 Funding Source: Road Bond

Background

The permit requests the approval of pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, on CR 245 needed to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR 245 - THC Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 02/04/2021

Reviewed By

Andrea Schiele

Date

02/04/2021 10:30 AM

Started On: 02/03/2021 05:17 PM

ANTIQUITIES PERMIT APPLICATION FORM

ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) CR 245 Realignment
County (ies) Williamson
USGS Quadrangle Name and Number 7.5-minute Leander NE, TX (3097-324)
UTM Coordinates Zone 14 E 617796.08 N 3400314.09
Location Northwest Williamson County from FM 2338 to Ronald Reagan Blvd.
Federal Involvement ☒ Yes ☐ No
Name of Federal Agency U.S. Army Corps of Engineers—Fort Worth District
Agency Representative James Barrera

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravel, Jr., County Judge
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, Texas 78626
Telephone (include area code) 512.943.1150 Email Address _____

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor NA
Representative _____
Address _____
City/State/Zip _____
Telephone (include area code) _____ Email Address _____

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Brandon S. Young
Affiliation Hicks & Company
Address 1504 W. 5th Street
City/State/Zip Austin, Texas 78703
Telephone (include area code) 512.478.0858 Email Address byoung@hicksenv.com

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork 8 February 2021
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Intensive pedestrian survey augmented with subsurface testing as necessary based on field conditions (see attached scope of work).

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Hicks & Company
Permanent Curatorial Facility Center for Archaeological Studies-Texas State University

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature _____ Date _____

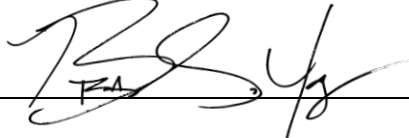
V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Brandon S. Young, as Principal Investigator employed by Hicks & Company (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature  Date 1 February 2021

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____



**TEXAS ANTIQUITIES PERMIT SCOPE OF WORK
INTENSIVE ARCHEOLOGICAL SURVEY
OF PROPOSED IMPROVEMENTS TO COUNTY ROAD 245 FROM
FARM-TO-MARKET ROAD 2338 TO RONALD REAGAN BOULEVARD,
WILLIAMSON COUNTY, TEXAS**

At the request of Bridgefarmer & Associates, Inc. (Bridgefarmer) and on behalf of Williamson County, Hicks & Company has prepared a scope of work for archeological investigations for proposed improvements to 1.10 miles of County Road (CR) 245 in northwest Williamson County, Texas. Williamson County is proposing to widen CR 245 between Farm-to-Market (FM) Road 2338 and Ronald Reagan Boulevard (**Appendix A: Figures 1 and 2**). The proposed project will require additional right of way to accommodate an upgraded two-lane design with shoulders and a center turn lane. Currently, the CR 245 right of way varies from 60 to 140 feet (ft) wide and contains a two-lane asphalt road. The planned improvements would result in a typical right of way width of 135 ft throughout the project area to allow the roadway to be reconfigured with two upgraded travel lanes, a center turn lane, and shoulders. Overall, the proposed project area encompasses approximately 19.89 acres; 12.00 acres of existing CR 245 right of way and 7.89 acres of proposed right of way. It is anticipated that vertical impacts will extend to one meter (m) (3.28 ft) below the existing grade for roadway improvements and greater than three m (10.0 ft) for a proposed bridge at the CR 245 crossing of Cowan Creek. Because the project will occur on property owned or controlled by Williamson County, a political subdivision of the State of Texas, the project is subject to the terms and conditions of the Antiquities Code of Texas (ACT). Additionally, the project is subject to Section 106 of the National Historic Preservation Act (NHPA) in compliance with U.S. Army Corps of Engineers (USACE) permitting requirements.

ENVIRONMENTAL SETTING

Geology

The project area overlies three distinct geologic formations: Quaternary Alluvium (Qal), Comanche Peak Limestone (Kc), and Edwards Limestone (Ked) (**Figure 3**). Quaternary Alluvium consists of recent (Holocene) gravel, sand, clay, and silt deposited on active floodplains and adjacent terraces along entrenched streams (USGS 2020). Given its age and alluvial origins, Quaternary Alluvium has a good potential to contain intact buried archeological deposits warranting State Antiquities Landmark (SAL) designation. Comanche Peak Limestone consists of hard limestone and clayey limestone interbedded with shale and sandstone (USGS 2020). Edwards Limestone consists of limestone, dolostone, and chert (USGS 2020). Both the Comanche Peak and Edwards Limestone formations are Early Cretaceous in age and have little to no potential to contain intact buried cultural materials, as they predate the known human occupation of Texas.

Soils

According to data from the U.S. Department of Agriculture's (USDA's) Natural Resources Conservation Service (NRCS) Web Soil Survey for Williamson County, Texas, the proposed project area contains five soils: Denton silty clay, 1 to 3 percent slopes; Doss silty clay, moist, 1 to 5 percent slopes; Eckrant stony clay, 0 to 3 percent slopes; Fairlie clay, 0 to 1 percent slopes; and Georgetown clay loam, 0 to 2 percent slopes (see **Figure 3**).

Denton silty clay, 1 to 3 percent slopes, developed from slope alluvium and is found on the toe slopes of hills and ridges, with a typical profile exhibiting silty clay from ground surface to a depth of approximately one m overlying gravelly silty clay and bedrock. Although a marginal upland soil, due to its alluvial origins, it has some potential to contain intact buried archeological materials (USDA 2020).

Doss silty clay, moist, 1 to 5 percent slopes developed in place from residuum weathered from limestone and is found on upland hill slopes, with a typical profile exhibiting silty clay from ground surface to a depth of approximately 40 centimeters (cm) below ground surface overlying limestone bedrock. Based on this soil's in situ development, it has little to no potential to contain intact buried archeological materials (USDA 2020).

Eckrant stony clay, 0 to 3 percent slopes (which accounts for approximately 70 percent of the project area), developed in place from residuum weathered from limestone and is found on upland ridges, with a typical profile exhibiting stony clay and extremely stony clay from ground surface to a depth of 30 cm below ground surface overlying limestone bedrock. Given the in situ development of this soil, it has little to no potential to contain intact buried archeological materials (USDA 2020).

Fairlie clay, 0 to 1 percent slopes, developed in place from residuum weathered from chalk and is found on upland ridges, with a typical profile exhibiting clay from ground surface to a depth of 120 cm below ground surface overlying bedrock. Given the in situ development of this soil, it has little to no potential to contain intact buried archeological materials (USDA 2020).

Georgetown clay loam, 0 to 2 percent slopes, developed in place from residuum weathered from limestone and is found on upland ridges, with a typical profile exhibiting clay loam from ground surface to a depth of approximately 20 cm below ground surface overlying cobbly clay to a depth of 100 cm; beneath the cobbly clay is bedrock. Given the in situ development of this soil, it has little to no potential to contain intact buried archeological materials (USDA 2020).

PREVIOUS INVESTIGATIONS AND KNOWN ARCHEOLOGICAL SITES

According to the Texas Historical Commission's (THC's) online Texas Archeological Sites Atlas (Atlas) accessed on January 29, 2021, there are four previous survey areas and six previously recorded archeological sites (**Table 1**) within a 1,000-m radius of the project area (**Figure 4**). Two of the previous survey investigations were conducted on behalf of Williamson County in 2007 for the then-proposed Ronald Reagan Boulevard (Atlas 20201). Those investigations resulted in the recording of four archeological sites (41WM1118, 41WM1121, 41WM1122, and 41WM1124) (see **Table 1**) within 1,000 m of the project area on the north side of Ronald Reagan Boulevard at the northern terminus of the project area (see **Figure 4**). Based on their location north of Ronald Reagan Boulevard, these site areas would not

be impacted by the planned CR 245 improvements. Two additional previously recorded sites (41WM684 and 41WM1151) are located within a 1,000 m south and west, respectively, of the project area. Site 41WM684 was recorded by an avocational archeologist and 41WM1151 was recorded during a survey of FM 2338 on behalf of Williamson County (Atlas 2021). Given the distance of these sites from the project area, they would not be impacted by the proposed project (see **Table 1**).

There are no recorded cemeteries within 1,000 m of the project area (see **Figure 4**).

Table 1. Previously Recorded Archeological Sites within 1,000 meters of the Project Area				
Site Number	Site Type	Distance from Project Area (m)	Eligibility Status	Comments
41WM684	Prehistoric lithic scatter	555	Unknown	Site destroyed by residential subdivision construction
41WM1118	Prehistoric lithic scatter	767	Not eligible within Ronald Reagan Boulevard right of way	Surface site only, no subsurface component
41WM1121	Prehistoric lithic scatter	280	Not eligible within Ronald Reagan Boulevard right of way	Surface site only, no subsurface component
41WM1122	Prehistoric camp and historic-age debris scatter	388	Not eligible within Ronald Reagan Boulevard right of way	Surface site only, no subsurface component
41WM1124	Historic-age farmstead	90	Not eligible within Ronald Reagan Boulevard right of way	Surface site only, no subsurface component
41WM1151	Historic-age building	716	Ineligible	Collapsed building

METHODOLOGY

Hicks & Company proposes to conduct an intensive 100 percent non-collection, pedestrian survey of the 12.00 acres of proposed right of way, as the 7.89 acres of existing right of way have been sufficiently disturbed by roadway construction, and surface and subsurface utilities that they have little to no potential to contain intact archeological historic properties eligible for the National Register of Historic Places (NRHP) or sites warranting SAL designation. Survey investigations will be augmented with subsurface testing (i.e., shovel testing and backhoe trenching) as necessary based on field conditions. The survey will be of sufficient intensity to determine the nature, extent, and potential significance of archeological resources located within the project area. The survey will meet minimum archeological survey standards established by the THC and Council of Texas Archeologists (CTA) with all exceptions thoroughly documented.

Survey efforts will consist of two archeologists systematically walking the 12.00 acres of proposed right of way examining the ground surface and erosional profiles for archeological materials and cultural features; survey transect widths will not exceed 30 m. Subsurface investigations will involve the hand excavation of shovel tests and/or mechanical backhoe trenching to identify potential buried archeological

materials. Subsurface tests will be systematically excavated across the project area based on the minimum CTA survey standards. Shovel tests will be approximately 30 cm (12 inches) on a side and extend to a maximum depth of three ft (one m) below ground surface, unless bedrock or soil characteristics preclude excavations to that depth. All soil removed from shovel tests will be screened through ¼-inch hardware cloth for artifact recovery. Locations of all shovel tests will be plotted using a handheld sub-meter accurate Trimble Global Positioning System (GPS) receiver, and each test will be recorded on a standard Hicks & Company shovel test form.

Should shovel testing at Cowan Creek suggest there is a potential for deeply buried archeological materials, subsurface investigations at the creek will be augmented with mechanical trenching. Trenches will be approximately one m (three ft) wide by five m (15 ft) long and extend to a maximum depth of 1.4 m (4.5 ft) below ground surface, unless impacts below that depth are anticipated. If proposed impacts extend deeper than 1.4 m (4.5 ft), archeologists will not enter the trenches, as per Occupational Safety and Health Administration (OSHA) rules for trench safety, unless the trenches are widened and stepped to prevent collapse. Archeologists will record and monitor deeper excavations from adjacent locations. Minimally, trenching will be monitored by two archeologists: one monitoring excavation and one monitoring the backdirt pile. A five-gallon sample of fill from every third backhoe bucket of soil will be screened through ¼-inch hardware cloth for artifact recovery. Locations of all backhoe trenches will be plotted using a handheld GPS.

Should investigations identify archeological materials, archeological sites will be documented to the extent possible within the limits of the project area. Sites will be assessed for significance so that recommendations can be made for proper management, such as avoidance or additional work. Hicks & Company will complete a Texas Archeological Site Data Form, a detailed plan map of the site will be produced, and its location will be plotted on United States Geological Survey (USGS) 7.5-minute topographic quadrangle maps and relevant project maps. In addition, if potential historic buildings and/or standing structures are located within or immediately adjacent to the project area, those areas will be shovel tested as if an archeological site. Buildings and structures will also be documented and photographed for review by Hicks & Company's architectural historian and included in the report of investigations.

Potential historic buildings and/or standing structures located within or immediately adjacent to the project alignment will be shovel tested in the same manner as an archeological site. The building and structures will also be documented and photographed for review by Hicks & Company's architectural historian and included in the report of investigations.

REPORTING

Following completion of the monitoring and survey investigations, Hicks & Company will analyze field data to produce a report of the investigations. The results of the investigation will be compiled into a professional report as required under Chapter 26.24 of the THC's Rules of Practice and Procedure. In addition, the report will follow the CTA's reporting guidelines. Analysis of field data will include mapping, the production of appropriate site forms for all documented sites, and the assessment of field notes. Once this is complete, Hicks & Company will prepare a draft report of the results of the investigations for review by Bridgefarmer and Williamson County. The report will briefly document

previous investigations; a background cultural history of the area (as appropriate); the project's environmental settings; the methodology used in the investigations; the general nature, condition, and extent of archeological resources encountered during the survey; recommendations regarding the need for further work; and the potential significance of the cultural resources in regards to future development and eligibility for designation as an SAL. Following review of the draft report by Bridgefarmer and Williamson County, all appropriate edits will be addressed, and a revised draft will be submitted to the THC for review (30-day review period). After receiving concurrence from the THC, copies of the final report will be produced and submitted to Bridgefarmer, Williamson County, and the THC. The THC will receive one unbound copy of the final report and a CD with a tagged PDF of the report. Two bound copies will be provided to the Texas Archeological Research Laboratory, and another nine bound copies will be distributed to university-based libraries and/or research facilities around the state in compliance with 13 TAC 26.24. Finally, a completed Abstracts in Texas Contract Archeology Form will accompany the final report submission to the THC and will also be submitted online.

CURATION

Upon completion of the project, field notes, paperwork, and photographs generated as a result of the investigations will be curated at the Center for Archaeological Studies at Texas State University, as per their standards and guidelines. The proposed investigations would utilize a non-collection strategy, so no artifact curation will be necessary unless temporal diagnostics or rare/unusual artifacts are discovered.

REFERENCES CITED

Texas Archeological Sites Atlas.

2021 Texas Historical Commission (THC). Available at <https://atlas.thc.texas.gov/>. Accessed January 29, 2021.

United States Department of Agriculture Natural Resource Conservation Service (USDA NRCS)

2020 Williamson County, Texas Web Soil Survey. Available at <https://soilseries.sc.egov.usda.gov/osdname.asp>. Accessed December 10, 2020.

United States Geological Survey (USGS)

2020 Texas Geology. Available at <https://tx.usgs.gov/texasgeology/.asp>. Accessed December 10, 2020

APPENDIX A

FIGURES

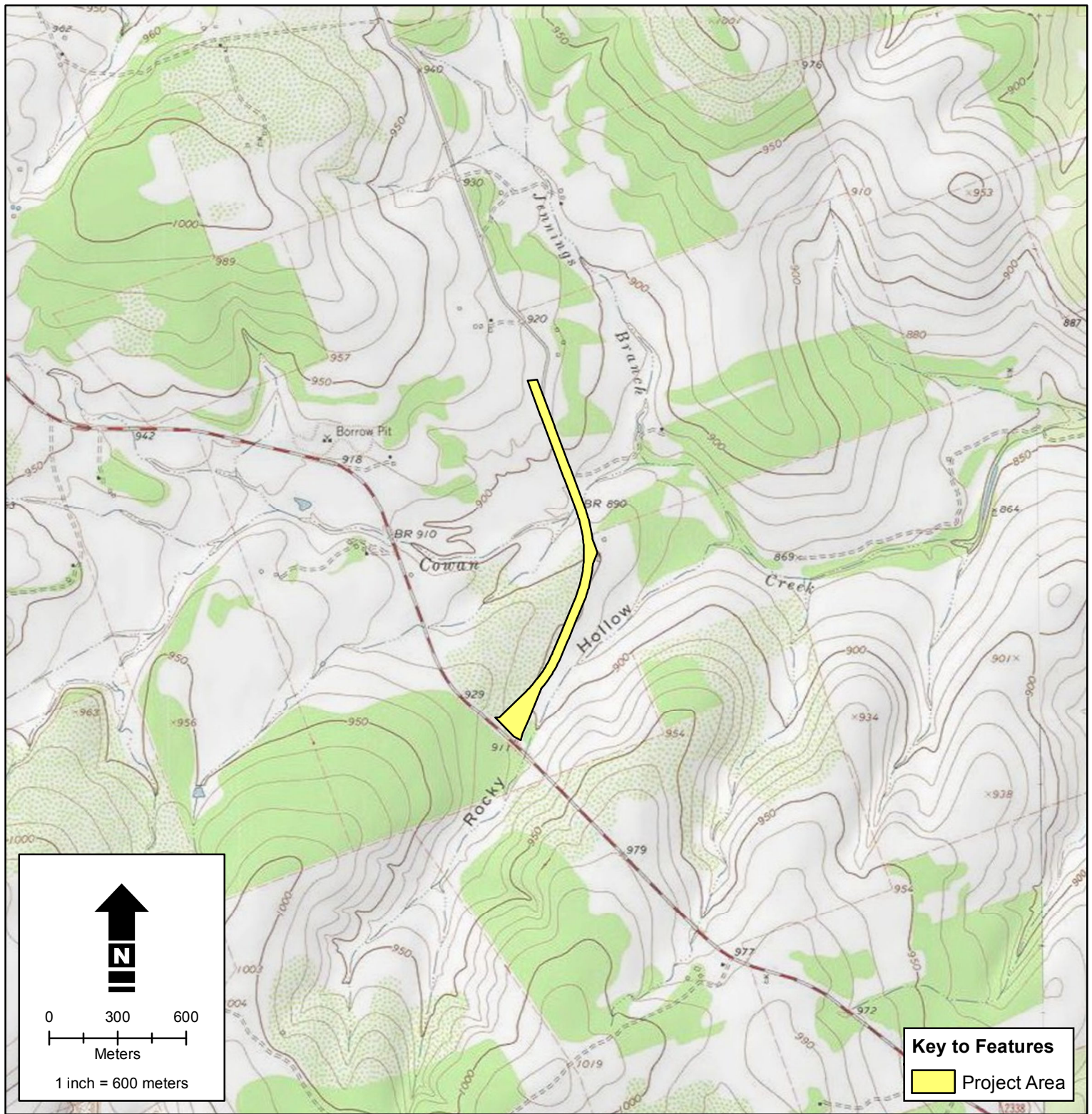


Figure 1

Project Location

CR 245
Williamson County, Texas

Source: USGS 7.5-minute Topographic Quadrangle:
Leander NE (USGS # 30097F7), TX



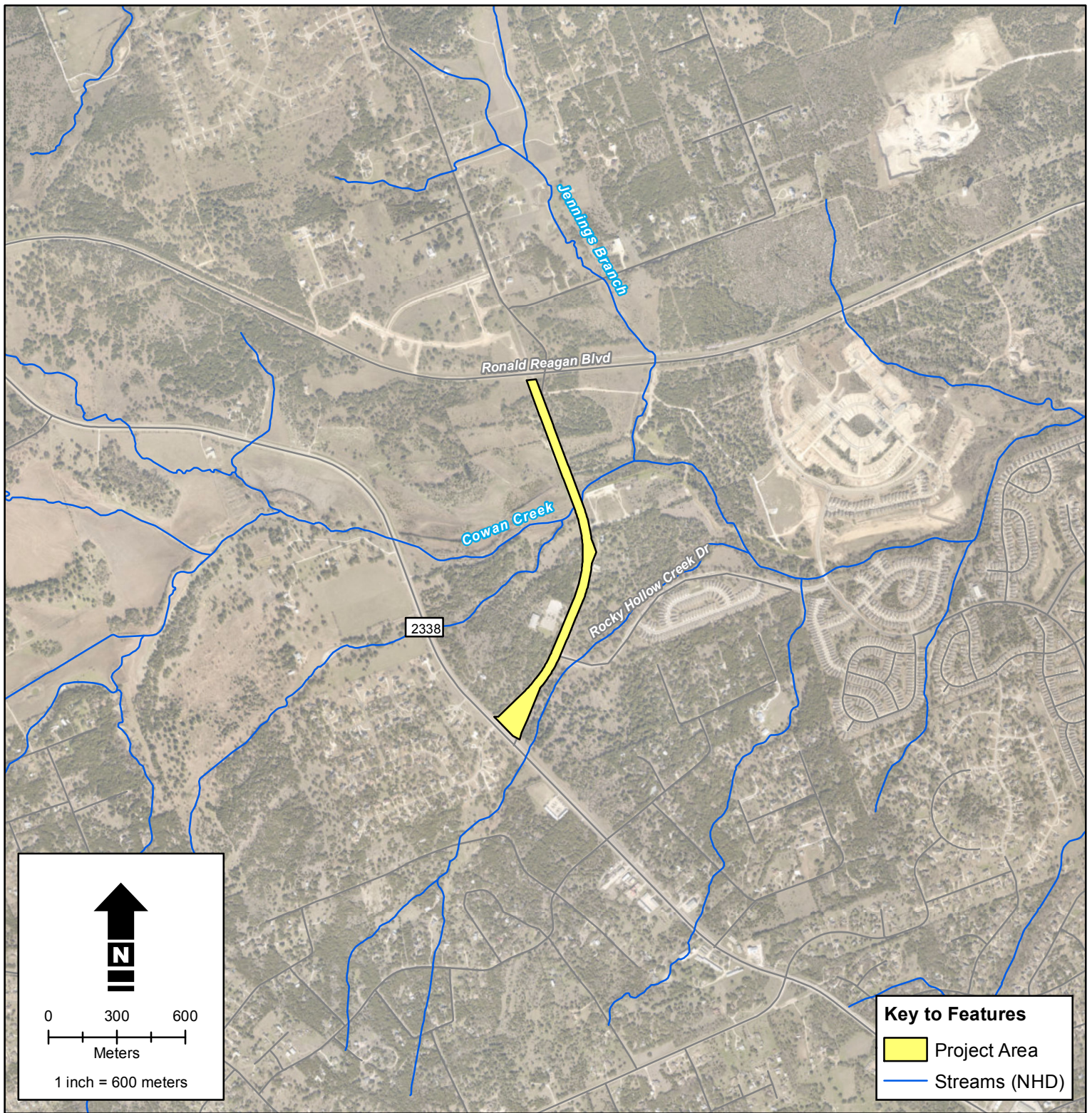


Figure 2

Project Location
CR 245
Williamson County, Texas

Source: Williamson County Orthos 12/15/2019



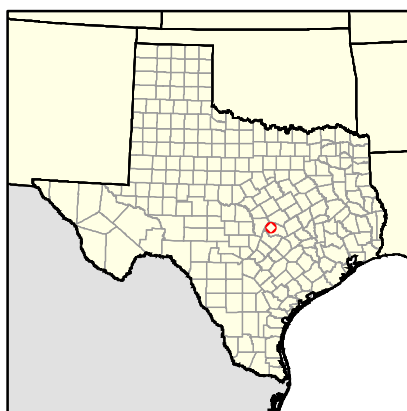
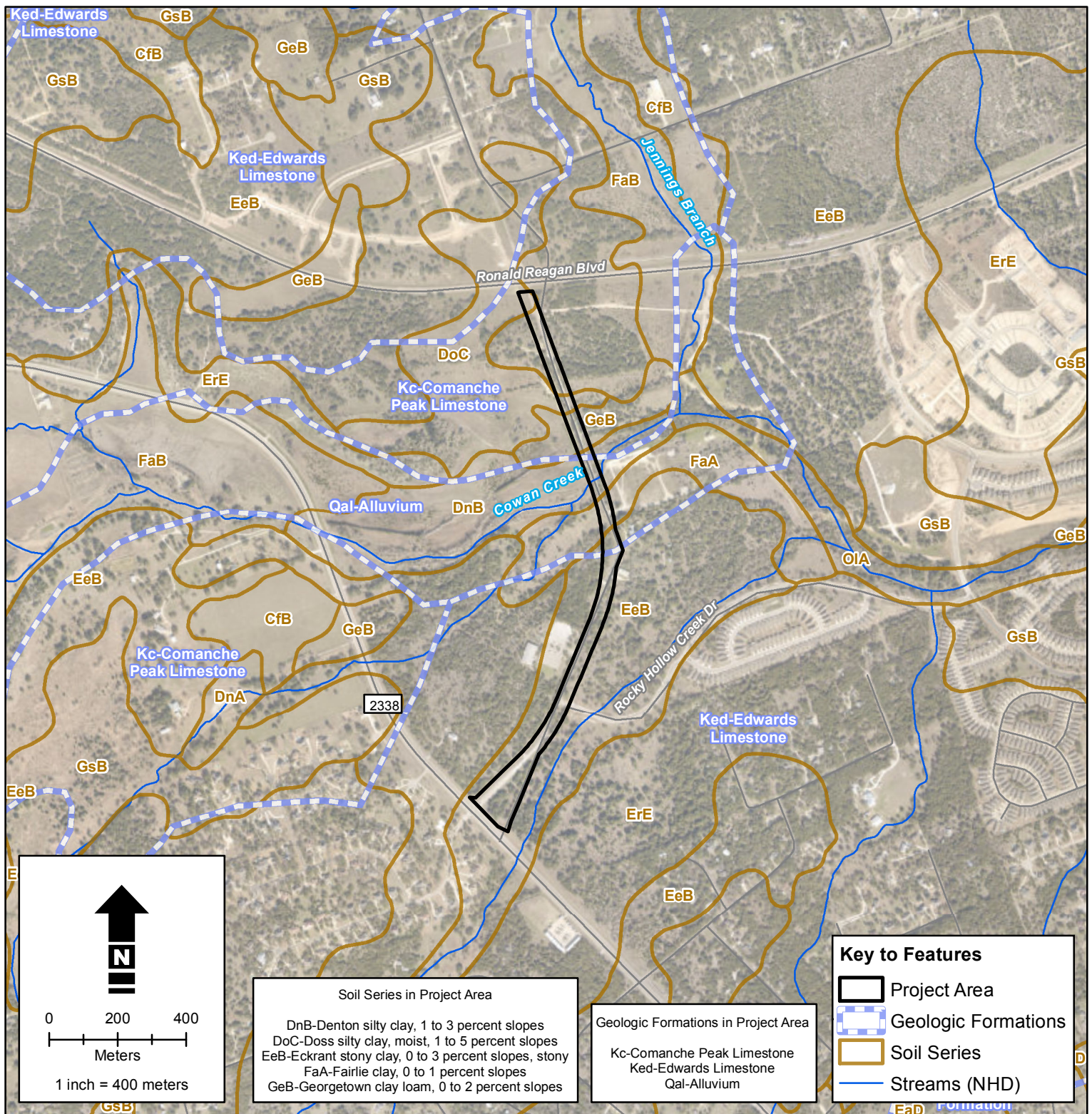


Figure 3

Geology and Soils

CR 245

Williamson County, Texas

Source: Williamson County Orthos 12/15/2019





Figure 4
Previous Investigations and
Known Archeological Sites
Within 1,000 Meters of the Project Area
CR 245
Williamson County, Texas

Source: Williamson County Orthos 12/15/2019



Commissioners Court - Regular Session**43.****Meeting Date:** 02/09/2021

SE Loop Relocation Claim

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Claim for Fixed Moving Expenses with Sylvia Rivera (Parcel 11) on the SE Loop Project. Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Rivera Claim

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

02/04/2021 09:26 AM

Form Started By: Charlie Crossfield

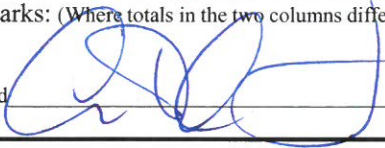
Started On: 02/04/2021 08:39 AM

Final Approval Date: 02/04/2021

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): <div style="font-size: 1.2em; color: blue;">Sylvia Rivera</div>	Parcel No.: 11	County: Williamson			
	Project: Corridor A-1 SE Loop				
	4. Occupancy of Property Acquired by County				
	From (Date): 2001		To (Date of Move): 12-20-2020		
2. Address of Property Acquired by County: 130 Estate Drive Hutto, Texas 78634 Apt. No.:	5. Controlling Dates		Mo.	Day	Yr.
	a. First Offer in Negotiations		04	17	2020
	b. Date Property Acquired		01	19	2021
	c. Date Required to Move		02	19	2021
	6. Dwelling: (house, apartment, etc.) <input checked="" type="checkbox"/> Owner-occupied <input type="checkbox"/> Furnished <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Unfurnished				
3. Address Moved To: <div style="font-size: 1.2em; color: blue;">2017 Muirfield Dr. #204</div> <div style="font-size: 1.2em; color: blue;">Hutto TX 78634</div> Apt. No.:	(1) Number of Rooms: 9 (2) Payment Schedule Amount \$2,050.00 (3) Total Amount of Claim: \$2,050.00				
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.					
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Date of Claim: 2-1-21 </div> <div style="text-align: center;"> Claimant </div> </div> <div style="text-align: center; margin-top: 20px;"> Claimant </div>					
Spaces Below to be Completed by County					
8. Type occupancy and number of rooms verified prior to move on: Date: 02-18-2020 By: <div style="text-align: center; font-size: 0.8em;">Signature</div>			9. Vacancy verified on: Date: 2-1-2021 By: <div style="text-align: center; font-size: 0.8em;">Signature</div>		
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					
<div style="font-size: 1.5em; color: blue;">2-2-2021</div> <div style="text-align: center;">Date</div>			 <div style="text-align: center;">Relocation Agent</div>		
APPROVED <div style="text-align: center;">Date</div>			<div style="text-align: center;">Williamson County Judge</div>		

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	4	4
Study		
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage attached	1	1
Storage Room		
Attic		
Utility Room/ Laundry	1	1
Storage Building		
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
Amount	\$600	\$800	\$1,000	\$1,200
No. of Rooms	Six	Seven	Eight	Each Additional Room
Amount	\$1,600	\$1,750	\$1,900	\$150
B. FURNISHED UNITS - Occupant does not own furniture.				
First Room	Each Additional Room			
\$400	\$50			

9 Rooms

\$8050

CERTIFICATION OF ELIGIBILITY

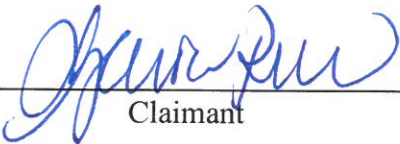
A-1 SE Loop, Hutto
Parcel: 11
Displacee: Sylvia Rivera

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: 2.1.21

Claimant

Date:

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**44.****Meeting Date:** 02/09/2021

Liberty Hill Bypass 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 Raymond and Pamela Cantrell for right of way needed on the Liberty Hill Bypass project (Parcel 45). Funding Source: Road Bond P346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
---------	----------	-------------	--------

Attachments

Cantrell Contract

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

02/04/2021 09:27 AM

Form Started By: Charlie Crossfield

Started On: 02/04/2021 08:43 AM

Final Approval Date: 02/04/2021

REAL ESTATE CONTRACT

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **RAYMOND G. CANTRELL and wife, PAMELA L. CANTRELL** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 1.414 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 45ROW**); and

All of that certain 0.576 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 45REM**),

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A-B" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of THREE HUNDRED FIFTY-TWO THOUSAND and 00/100 Dollars (\$352,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before March 31, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

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-B", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property on or before April 30, 2021, subject to written extensions from Purchaser.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

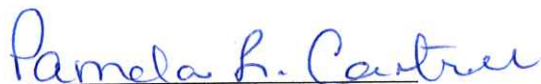
[signature page follows]

SELLER:


Raymond G. Cantrell

Address: 901 Stubblefield Ln.
Liberty Hill TX 78642

Date: 2-1-2021


Pamela L. Cantrell

Date: 2-1-2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 45ROW
Tax ID: R021981
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 45ROW

FOR A 1.414 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 1.414 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10211491.07, E=3055445.75) monumenting the southwest corner of said 1.0 acre Cantrell Second Tract and the northwest corner of the called 1.224 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016043602 of the Official Public Records of Williamson County, Texas, same being on the east right-of-way line of Stubblefield Lane, for the southwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "RPLS 5784" monumenting the southwest corner of said 1.224 acre Williamson County, Texas tract and the northwest corner of the called 1.828 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016038954 of the Official Public Records of Williamson County, Texas, same being on said east right-of-way line of Stubblefield Lane, bears S 19°46'15" E for a distance of 242.67 feet;

THENCE, **N 20°57'39" W** with the west boundary line of said 1.0 acre Cantrell Second Tract and said east right-of-way line of Stubblefield Lane for a distance of **207.27 feet** to an 80D nail found monumenting the northwest corner of said 1.0 acre Cantrell Second Tract and the southwest corner of said 1.0 acre Cantrell First Tract;

THENCE, **N 20°53'36" W** with the west boundary line of said 1.0 acre Cantrell First Tract and said east right-of-way line of said Stubblefield Lane for a distance of **187.35 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the northwest corner hereof, from which an iron rod found with cap marked "Land Dev" monumenting the northwest corner of said 1.0 acre Cantrell First Tract

County: Williamson
Parcel No.: 45ROW
Tax ID: R021981
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

and the southwest corner of the called 1.06 acre tract of land conveyed to Liberty Hill Water Supply Corp., recorded in Document No. 2000053600 of the Official Public Records of Williamson County, Texas, same being on said east right-of-way line of Stubblefield Lane, bears N 20°53'36" W for a distance of 19.43 feet;

THENCE, through the interior of said Cantrell First Tract and said Cantrell Second Tract with a curve to the left an arc length of **287.61 feet**, said curve having a radius of **2350.00 feet**, a delta angle of **7°00'44"** and a chord which bears **S 67°24'03" E** for a distance of **287.43 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the east boundary line of said Cantrell Second Tract and the west boundary line of the called 54.068 acre tract of land (Tract 2) conveyed to J. Patrick Harlow and Lisa M. Harlow, recorded in Document No. 9639594 of the Official Records of Williamson County, Texas, for the northeast corner hereof, from which an iron rod found with cap marked "Land Dev" monumenting the northeast corner of said 1.0 acre Cantrell First Tract and the southeast corner of said 1.06 acre Liberty Hill Water Supply Corp. tract, same being on the west boundary line of the called 6.50 acre tract of land conveyed to James Wayne Mather, recorded in Document No. 2006068763 of the Official Public Records of Williamson County, Texas, bears N 21°03'34" W passing at a distance of 16.63 feet a 60D nail found in concrete at a fence post 0.38 feet west of this line, in all a total distance of 213.62 feet;


THENCE, **S 21°03'34" E** with the east boundary line of said 1.0 acre Cantrell Second Tract and the west boundary line of said 54.068 acre Harlow tract for a distance of **203.87 feet** to a 1/2" iron rod found monumenting the southeast corner of said Cantrell Second Tract, the northeast corner of said 1.224 acre Williamson County, Texas tract and an angle point in the west boundary line of said 54.068 acre Harlow tract, for the southeast corner hereof;

County: Williamson
Parcel No.: 45ROW
Tax ID: R021981
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

THENCE, **S 71°02'56" W** with the south boundary line of said 1.0 acre Cantrell Second Tract and the north boundary line of said 1.224 acre Williamson County, Texas tract for a distance of **208.99 feet** to the **POINT OF BEGINNING** hereof and containing 1.414 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NUMBER 10006900



November 16, 2020

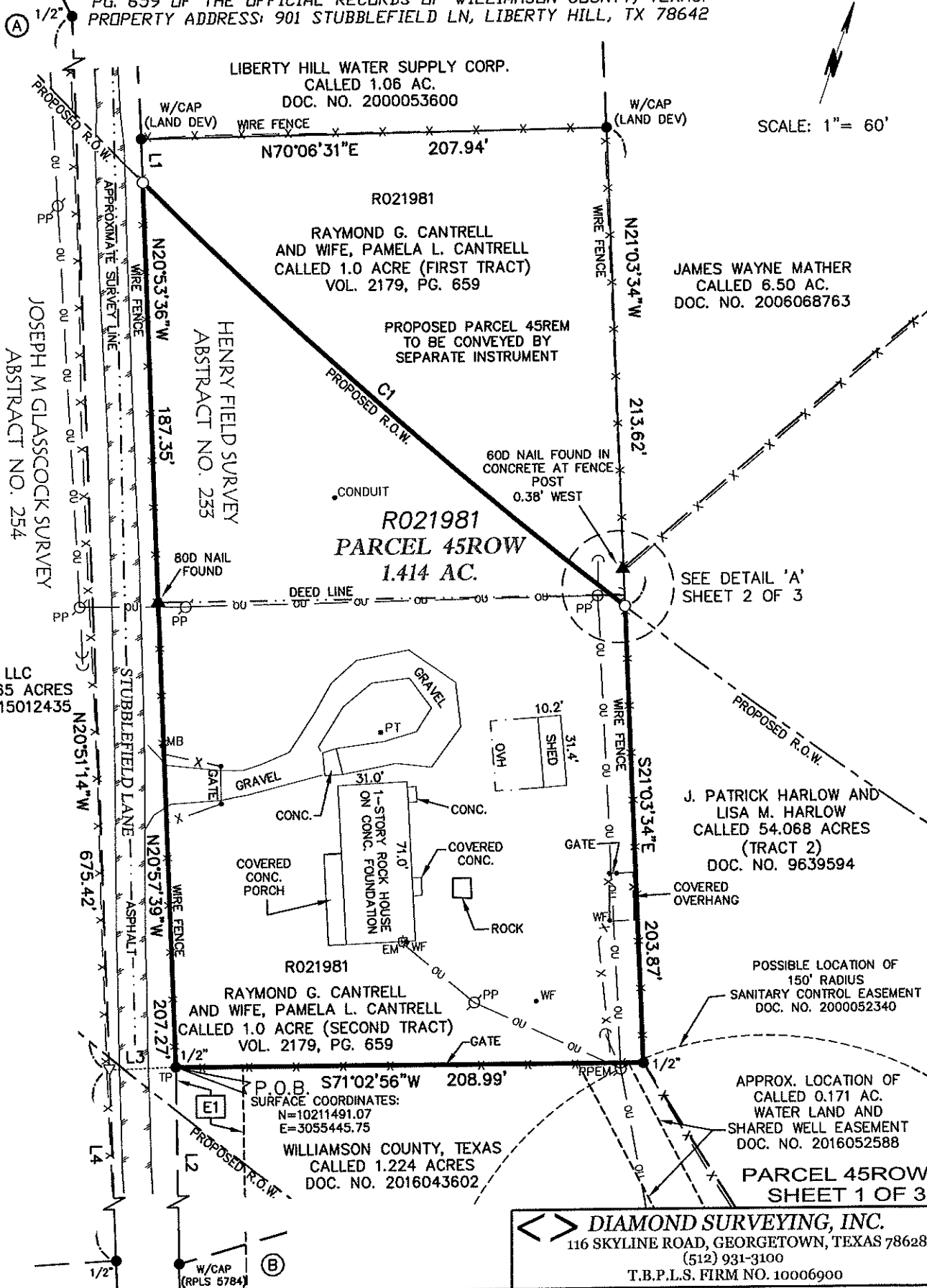
SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\2020 Liberty Hill SH 29 Bypass WA#1\PARCELS FINAL LTS SURVEYS\PARCEL 45 ROW AND REM LTS\PARCEL 45ROW SH 29 BYPASS LH m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.414 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS.
 PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.414 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

EASEMENT INFORMATION (SEE SHEET 1 OF 3)

E1 FIDEL G. LOZA
TRACT 2 - ACCESS EASEMENT
DOC. NO. 2016039911

E1 WILLIAMSON COUNTY, TEXAS
30' ACCESS EASEMENT
DOC. NO. 2016043602

OWNERSHIP INFORMATION (SEE SHEET 1 OF 3)

(A) CAR-MA FAMILY
LIMITED PARTNERSHIP
CALLED 90.451 ACRES
(TRACT 1)
DOC. NO. 2018093046

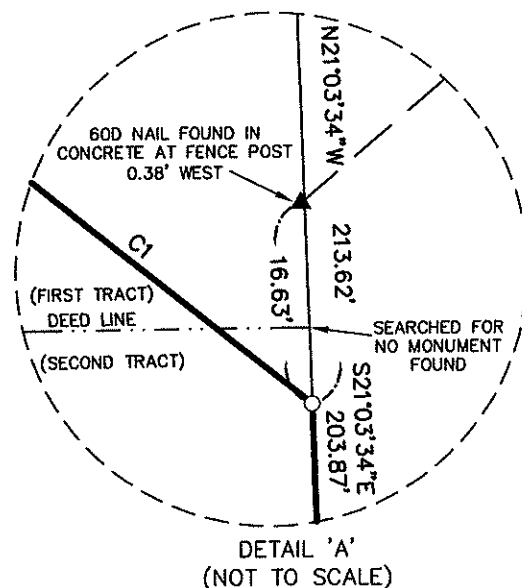
(B) WILLIAMSON COUNTY, TEXAS
CALLED 1.828 ACRES
DOC. NO. 2016038954

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°53'36"W	19.43'
L2	S19°46'15"E	242.67'
L3	S69°08'46"W	29.65'
L4	S20°51'14"E	264.83'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2350.00'	287.61'	7°00'44"	S67°24'03"E	287.43'

LEGEND

- IRON ROD FOUND
- ▲ NAIL FOUND
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- ▽ CALCULATED POINT
- ^{PP} POWER POLE
- ^{PP-EM} POWER POLE WITH ELECTRIC METER
- DOWN GUY
- TP TELEPHONE PEDESTAL
- MB MAIL BOX
- ⊕ EM ELECTRIC METER
- WF WATER FAUCET
- CONDUIT CONDUIT
- PT PROPANE TANK
- X — X — X — WIRE FENCE
- OU — OU — OVERHEAD UTILITY LINE
- — — — — EDGE OF PAVEMENT
- - - - - APPROXIMATE SURVEY LINE
- OVH OVERHANG
- CONC. CONCRETE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING



PARCEL 45ROW
SHEET 2 OF 3

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 1.414 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND A PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 2049393-KFD, which bears an effective date of September 4, 2020 and an issued date of September 17, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

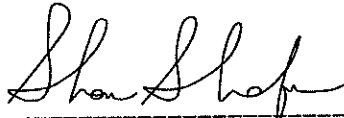
10g) Easement granted to Texas Power & Light Company by Instrument recorded in Volume 235, Page 91, Deed Records, Williamson County, Texas. Not a part of subject tract.

10h) Easement granted to the Liberty Hill Water Supply Corporation by Instrument recorded in Document No. 2000052340, Official Public Records, Williamson County, Texas. The possible location of the 150 foot radius Sanitary Control Easement is shown hereon.

10i) Terms, conditions and stipulations of that certain License Agreement recorded in Document No. 2016052588, Official Public Records, Williamson County, Texas. The subject tract is a part of said License Agreement, the approximate location of the 0.171 acre Water Line and Shared Well Easement is shown hereon.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on November 13, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.


SHANE SHAFER, R.P.L.S. NO. 5281

NOVEMBER 16, 2020
DATE



PARCEL 45ROW
SHEET 3 OF 3

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

EXHIBIT "B"

County: Williamson
Parcel No.: 45REM
Tax ID: R021981
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 45REM

FOR A 0.576 ACRE (25,074 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.576 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF NOVEMBER 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found with cap marked "Land Dev" (Surface Coordinates: N=10211877.80, E=3055297.86) monumenting the northwest corner of said 1.0 acre Cantrell First Tract and the southwest corner of the called 1.06 acre tract of land conveyed to Liberty Hill Water Supply Corp., recorded in Document No. 2000053600 of the Official Public Records of Williamson County, Texas, same being on the east right-of-way line of Stubblefield Lane, for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 70°06'31" E** with the north boundary line of said 1.0 acre Cantrell First Tract and the south boundary line of said 1.06 acre Liberty Hill Water Supply Corp. tract for a distance of **207.94 feet** to 1/2" iron rod found with cap marked "Land Dev" monumenting the northeast corner of said 1.0 acre Cantrell First Tract and the southeast corner of said 1.06 acre Liberty Hill Water Supply Corp. tract, same being on the west boundary line of the called 6.50 acre tract of land conveyed to James Wayne Mather, recorded in Document No. 2006068763 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof;

THENCE, **S 21°03'34" E** with the east boundary lines of said Cantrell First Tract and said Cantrell Second Tract, in part with the west boundary line of said 6.50 acre Mather tract, and in part with the west boundary line of the called 54.068 acre tract (Tract 2) conveyed to J. Patrick Harlow and Lisa M. Harlow, recorded in Document No. 9639594 of the Official Records of Williamson County, Texas, passing at a distance of 196.99 feet a 60D nail found in concrete at a fence post 0.38 feet west of this line, in all a total distance of **213.62 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the southeast corner hereof, from which a 1/2" iron rod found monumenting the southeast corner of said

County: Williamson
Parcel No.: 45REM
Tax ID: R021981
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869


Cantrell Second Tract and the northeast corner of the called 1.224 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016043602 of the Official Public Records of Williamson County, Texas, same being an angle point on said west boundary line of the 54.068 acre Harlow Tract, bears S 21°03'34" E for a distance of 203.87 feet;

THENCE, through the interior of said Cantrell First Tract and said Cantrell Second Tract with a curve to the right an arc length of **287.61 feet**, said curve having a radius of **2350.00 feet**, a delta angle of **7°00'44"** and a chord which bears **N 67°24'03" W** for a distance of **287.43 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the west boundary line of said 1.0 acre Cantrell First Tract and said east right-of-way line of Stubblefield Lane, for the southwest corner hereof, from which a 80D nail found monumenting the southwest corner of said Cantrell First Tract and the northwest corner of said Cantrell Second Tract, same being on said east right-of-way line of Stubblefield Lane, bears S 20°53'36" E for a distance of 187.35 feet;

THENCE, **N 20°53'36' W** with the west boundary line of said 1.0 acre Cantrell First Tract and said east right-of-way line of Stubblefield Lane for a distance of **19.43 feet** to the **POINT OF BEGINNING** hereof and containing 0.576 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NUMBER 10006900



November 16, 2020

SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\ 2020 Liberty Hill SH 29 Bypass WA#1\ PARCELS FINAL LTS SURVEYS\PARCEL 45 ROW AND REM LTS\PARCEL 45REM SH 29 BYPASS LH m&b.doc

① 1/2"

SCALE: 1" = 60'

RAYMOND G. CANTRELL
AND WIFE, PAMELA L. CANTRELL
CALLED 1.0 ACRE (FIRST TRACT)
VOL. 2179, PG. 659

R021981

PARCEL 45REM
0.576 AC.

JAMES WAYNE MATHER
CALLED 6.50 AC.
DOC. NO. 2006068763

53.36' E 187.35' N

HENRY FIELD SURVEY

ABSTRACT NO. 233

80D NAIL FOUND

SURVEY LINE

JOSEPH M GLASSCOCK SURVEY

ABSTRACT NO. 254

PENIZE, LLC
CALLED 9.1965 ACRES
DOC. NO. 2015012435

PROPOSED RIGHT-OF-WAY
PARCEL 45ROW
TO BE CONVEYED BY
SEPARATE INSTRUMENT

SEE DETAIL 'A'
SHEET 2 OF 3

J. PATRICK HARLOW AND
LISA M. HARLOW
CALLED 54.068 ACRES
(TRACT 2)
DOC. NO. 9639594

RAYMOND G. CANTRELL
AND WIFE, PAMELA L. CANTRELL
CALLED 1.0 ACRE (SECOND TRACT)
VOL. 2179, PG. 659

POSSIBLE LOCATION OF
150' RADIUS
SANITARY CONTROL EASEMENT
DOC. NO. 2000052340

APPROX. LOCATION OF
CALLED 0.171 AC.
WATER LAND AND
-SHARED WELL EASEMENT
DOC. NO. 2016052588

PARCEL 45REM
SHEET 1 OF 3

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.576 ACRE (25,074 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

EASEMENT INFORMATION (SEE SHEET 1 OF 3)

E1 FIDEL G. LOZA
TRACT 2 - ACCESS EASEMENT
DOC. NO. 2016039911

E1 WILLIAMSON COUNTY, TEXAS
30' ACCESS EASEMENT
DOC. NO. 2016043602

OWNERSHIP INFORMATION (SEE SHEET 1 OF 3)

(A) CAR-MA FAMILY
LIMITED PARTNERSHIP
CALLED 90.451 ACRES
(TRACT 1)
DOC. NO. 2018093046

LINE TABLE

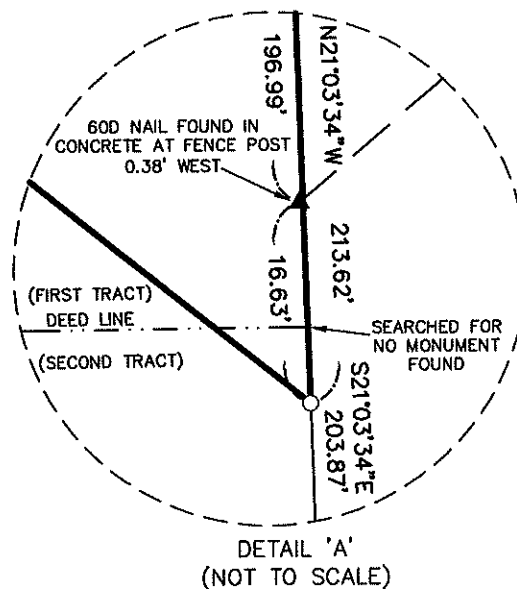
LINE	BEARING	DISTANCE
L1	N20°53'36"W	19.43'
L2	S69°08'46"W	29.65'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2350.00'	287.61'	7°00'44"	N67°24'03"W	287.43'

LEGEND

- IRON ROD FOUND
- ▲ NAIL FOUND
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING"
- ▽ CALCULATED POINT
- ^{PP} POWER POLE
- ^{PP}EM POWER POLE WITH ELECTRIC METER
- DOWN GUY
- TP TELEPHONE PEDESTAL
- MB MAIL BOX
- ⊗ EM ELECTRIC METER
- WF WATER FAUCET
- CONDUIT CONDUIT
- PT PROPANE TANK
- X — X — X — WIRE FENCE
- OU — OU — OVERHEAD UTILITY LINE
- — — — — EDGE OF PAVEMENT
- · — · — · — — APPROXIMATE SURVEY LINE
- — — — — PROPOSED RIGHT-OF-WAY
- OVH OVERHANG
- CONC. CONCRETE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING



PARCEL 45REM
SHEET 2 OF 3

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.576 ACRE (25,074 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (FIRST TRACT) AND THE REMNANT PORTION OF A CALLED 1.0 ACRE TRACT OF LAND (SECOND TRACT), CONVEYED TO RAYMOND G. CANTRELL AND WIFE, PAMELA L. CANTRELL, RECORDED IN VOLUME 2179, PG. 659 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 901 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.
- 3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 2049393-KFD, which bears an effective date of September 4, 2020 and an issued date of September 17, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10g) Easement granted to Texas Power & Light Company by Instrument recorded in Volume 235, Page 91, Deed Records, Williamson County, Texas. Not a part of subject tract.

10h) Easement granted to the Liberty Hill Water Supply Corporation by Instrument recorded in Document No. 2000052340, Official Public Records, Williamson County, Texas. The possible location of the 150 foot radius Sanitary Control Easement is shown hereon.

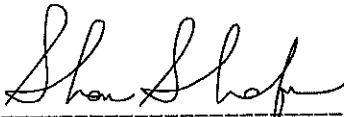
10i) Terms, conditions and stipulations of that certain License Agreement recorded in Document No. 2016052588, Official Public Records, Williamson County, Texas. The subject tract is a part of said License Agreement, the approximate location of the 0.171 acre Water Line and Shared Well Easement is shown hereon.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on November 13, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.



PARCEL 45REM
SHEET 3 OF 3


SHANE SHAFER, R.P.L.S. NO. 5281 NOVEMBER 16, 2020
DATE

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

EXHIBIT "C"

Parcel 45/45R

DEED

Liberty Hill Bypass Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That RAYMOND G. CANTRELL and wife, PAMELA L. CANTRELL, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 1.414 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 45ROW); and

All of that certain 0.576 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (Parcel 45REM)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature page follows]

GRANTOR:

Raymond G. Cantrell

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Raymond G. Cantrell, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Pamela L. Cantrell

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Pamela L. Cantrell, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session

46.

Meeting Date: 02/09/2021

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: CR 278
- d) Discuss the acquisition of real property for County Facilities.
- e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- f) Discuss the acquisition of real property for SH 29 @ DB Wood.
- g) Discuss the acquisition of real property for CR 366.
- h) Discuss the acquisition of real property for N. Mays.
- i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- j) Discuss the acquisition of real property for CR 111.
- k) Discuss the acquisition of real property for Corridor H
- l) Discuss the acquisition of real property for future SH 29 corridor.
- m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- n) Discuss the acquisition of right-of-way for Corridor C.
- o) Discuss the acquisition of right-of-way for Corridor F.
- p) Discuss the acquisition of right-of-way for Corridor D.
- q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- r) Discuss the acquisition of right-of-way for Reagan extension.
- s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- t) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- u) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- v) 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 the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - f) 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
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Attachments

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Andrea Schiele

02/04/2021 09:28 AM

Form Started By: Charlie Crossfield

Started On: 02/04/2021 08:47 AM

Final Approval Date: 02/04/2021

Commissioners Court - Regular Session**47.****Meeting Date:** 02/09/2021

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
- p) Project Winston

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/04/2021

Reviewed By

Andrea Schiele

Date

02/04/2021 09:29 AM

Started On: 02/04/2021 08:47 AM

Commissioners Court - Regular Session**52.****Meeting Date:** 02/09/2021

Succession Planning for Purchasing Director

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a succession planning position for the Purchasing Department.

Background

A request is being made to create a succession planning position for the Purchasing Department. The current Purchasing Director is retiring with a last day of 2/25/2021. The Director will have 27.26 hours of vacation payout at the time of retirement. To allow for shadowing for seven days, 2/17/2021 through 2/25/2021, for his replacement, it will require another 56 hours for a total of 84 hours needed for shadowing and vacation payout. Total dollars required for this are \$6,217.04 (this is \$4,396.56 in salary and the rest fringe). This succession planning position request meets all requirements as per policy as adopted by the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-001100	Non Dept/FT Salary	\$4,396.56
From	0100-0409-002010	Non Dept/FICA	\$336.34
From	0100-0409-002020	Non Dept/Retirement	\$640.14
From	0100-0409-002030	Non Dept/Insurance	\$844.00
To	0100-0494-001100	Purchasing/FT Salary	\$4,396.56
To	0100-0494-002010	Purchasing/FICA	\$336.34
To	0100-0494-002020	Purchasing/Retirement	\$640.14
To	0100-0494-002030	Purchasing/Insurance	\$844.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 02/03/2021

Reviewed By

Andrea Schiele

Date

02/03/2021 06:10 PM

Started On: 02/03/2021 01:46 PM

