

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
May 4, 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 – 25)

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

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-------------------------------|---------|
| From | 0100-0403-003100 | Office Supplies | \$3,650 |
| To | 0100-0403-004320 | Remote Birth Certificate Prnt | \$3,650 |

5. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|------------------------------|----------------|
| From | 0200-0210-000777 | Transfer to Capital Projects | \$2,860,000.00 |

| | | | |
|----|------------------|---------------------|----------------|
| To | 0200-0210-003599 | Road Constr./Maint. | \$2,860,000.00 |
|----|------------------|---------------------|----------------|

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

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-----------------------------|-----------|
| From | 0100.0570.004350 | Printed Materials & Binding | \$5600.00 |
| To | 0100.0570.003005 | Office Furniture | \$5600.00 |

7. Discuss, consider and take appropriate action on a line item transfer for Mobile Outreach Team.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-----------------------------|----------|
| From | 0100-0341-003002 | Vehicle Equipment < \$5,000 | \$104.00 |
| From | 0100-0341-003003 | Radio Equipment < \$5,000 | \$704.00 |
| To | 0100-0341-004209 | Cellular Phone/Pager | \$808.00 |

8. Discuss, consider and take appropriate action to accept a donation of \$500 (check) to Mobile Outreach Team.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|------------------|----------|
| To | 0100-0341-003670 | Use of Donations | \$500.00 |

9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 04/01/2021 through 04/30/2021.
10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 04/01/2021 through 04/30/2021.
11. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer for the period of 04/01/2021 through 04/30/2021.
12. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Sale to Insurance including One (1) 2017 Chevy Tahoe, pursuant to Tx. Local Gov't Code 263.152.
13. Discuss, consider, and take appropriate action to approve the County Attorney March 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.

14. Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2023 and recognize the election of officers for the term ending April 2022.
15. Discuss, consider and take appropriate action on approving a Change Order for the purchase of In Tune and AAD Device MGMT in the amount of \$9,625, as per DIR contract #DIR-CPO-4398, previously approved under agenda item #28 on August 04, 2020 and authorizing the execution of the change order.
16. Discuss, consider and take appropriate action on approving agreement between Williamson County and American Water Kinetico for the purchase and installation of a commercial hydru softener at the Williamson County ESOC located at 911 Tracy Chambers Ln, Georgetown, TX 78626 in the amount of \$10,276.26 and authorizing the execution of this agreement.
17. Discuss, consider, and take appropriate action on approving the addendum to the Subscription Agreement with ESO Solutions, Inc, originally approved on 09.30.2014 under agenda item #28 for data export and authorizing the execution of the addendum.
18. Discuss, consider and take appropriate action on accepting and approving a report on the Southwest Regional Park Trail Extension to Brushy Creek Trail Parks Bond D1, (P553) Halff Associates, Inc. Supplemental Work Authorization #1 to Work Authorization #1 for a new termination date of May 4, 2022.
19. Discuss, consider and take appropriate action on accepting and approving a report on the Southwest Regional Park Trail Extension to Lake Georgetown (P558) Parks Bond D2 Halff Associates, Inc. Supplemental Work Authorization #1 to Work Authorization #1 for a new termination date of May 4, 2022.
20. Discuss, consider and take appropriate action on accepting and approving a report on the Brushy Creek Trail Extension from Red Bud Ln (P561) Halff Associates, Inc. Supplemental Work Authorization #1 to Work Authorization #1 (Parks Bond D3) for a new termination date of May 4, 2022.
21. Discuss, consider and take appropriate action on approving the purchase between Williamson County and Niece Equipment for a 10,000 gallon water tank for the Road and Bridge department in the amount of \$25,012.00 and authorizing the execution of this purchase.
22. Discuss, consider and take appropriate action on approving agreement between Williamson County and Randy Plaag d/b/a Training Texas for Heavy Equipment Training Safety in the not-to-exceed amount of \$4,800.00 and authorizing the execution of this agreement.
23. Discuss, consider and take appropriate action on approval of the amended plat of Lots 9 and 10, Block D, the Ridge at Cross Creek Ph. 4 subdivision – Precinct 3.
24. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 13 subdivision – Precinct 3.

25. Discuss, consider and take appropriate action on approval of the preliminary plat for the Ranches at Pecan Creek subdivision – Precinct 4.

REGULAR AGENDA

26. Discuss, consider and take appropriate action on recognizing Williamson County Technology Services as a winner of the Texas Association of Government IT Managers (TAGITM) 2021 Excellence Award.
27. Discuss, consider and take appropriate action to recognize Berry Springs Park Manager Susan Blackledge on her retirement after 16 years of service to Williamson County.
28. Discuss, consider and take appropriate action on naming a trail section within Berry Springs Park after Susan Blackledge.
29. Hear presentation from the Capital Area Council on Governments Clean Air Coalition regarding ozone and particulate matter, what they are, how are they different, and their affects on health.
30. Discuss, consider, and take appropriate action on a proclamation designating May 3 -7, 2021 as Air Quality Awareness Week in Williamson County.
31. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act of 2021 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 American Rescue Plan funding, as well as possible future funding and allocation plans in relation to CARES Act and American Rescue Plan funds.
32. Discuss, consider, and take appropriate action on approving revisions to the Procurement (P-Card) Manual.
33. Discuss, consider and take appropriate action on approving the contract between University Texas Health San Antonio and Williamson County related to the funding for Opioid Emergency Response Project as administered by Williamson County Mobile Outreach Team.
34. First Addendum to ILA between Williamson County and RRISD PD for dispatch services and public safety software systems.
35. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-----------------------------|------------|
| | 0100.0000.335602 | Dist Atty Salary Supplement | \$7,500.00 |

36. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|--------------------------|------------|
| | 0100.0440.001940 | Apportionment Supplement | \$6,136.96 |
| | 0100.0440.002010 | FICA | \$469.49 |
| | 0100.0440.002030 | Retirement | \$893.55 |

37. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Justice of the Peace, Precinct 3.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-------------|----------|
| | 0100.0000.367400 | Donations | \$720.00 |

38. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Justice of the Peace, Precinct 3.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|------------------|----------|
| | 0100.0453.003670 | Use of Donations | \$720.00 |

39. Discuss, consider and take appropriate action on approving the salary study results from Cycle 3b for Animal Services as presented by Human Resources and the timeline for funding the changes.
40. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Operating Fund.

Fiscal Impact

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

| | | | |
|--|------------------|----------------------------|------------|
| | 0545.0000.333220 | Pymts from Other Entities | \$8,377.31 |
| | 0545.0000.380100 | Transfer from General Fund | \$9,913.76 |

41. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Operating Fund.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|--------------|-------------|
| | 0545.0545.001100 | Salaries | \$14,613.08 |
| | 0545.0545.002010 | FICA | \$1,117.90 |
| | 0545.0545.002020 | Retirement | \$2,127.66 |
| | 0545.0545.002050 | Workers Comp | \$432.43 |

42. Discuss, consider and take appropriate action on a line item transfer for the General Fund.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|------------------------------|------------|
| From | 0100.0409.004998 | Contingencies | \$9,913.76 |
| To | 0100.0545.000545 | Trans to Animal Shelter Fund | \$9,913.76 |

43. Receive updates on the Facilities Department projects and issues.
44. Receive updates on the Department of Infrastructure projects and issues.
45. Discuss, consider, and take appropriate action on authorizing the Purchasing Department to advertise and receive sealed bids for T4116 IFB All Season Pre-Coated Patching Mixture (ASPPM).
46. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for T4115 IFB CR 375 Reconstruction under IFB #T4116.
47. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Southeast Loop project, a Road Bond Project in Commissioner Pct. 4.

48. Discuss, consider, and take appropriate action regarding Change Order No. 8 in the amount of \$91,592.30 for Seward Junction (Jordan Foster), a Road Bond project in Commissioner Pct. 2. P: 274 P: 271 Funding Source: Road Bond
49. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Jarrell regarding design and construction costs related to the Bud Stockton Extension Construction project. Funding Source: Road Bonds P307
50. Discuss, consider and take appropriate action on a real estate contract with Nancy Rydell Holubec and Edythe J. Holubec for right of way needed on the SE Loop project (Parcel 76). Funding Source: Road Bonds P392
51. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.44 acres) required for the construction of Sam Bass Rd. (Corridor H), and take appropriate action. (Pleona May).
52. Discuss, consider and take appropriate action on an Agreement Regarding Texas Crushed Stone Drainage Easement with the City of Georgetown.
53. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (39.682 acres) required for the construction of SE Loop, and take appropriate action. (WILLIAM A. ROGERS, JR., as the Trustee of the Tiffany Tankersley Wolfe 1997 Children's Trust).
54. Discuss, consider and take appropriate action on a resolution proclaiming May 2021 as National Preservation Month in Williamson County.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

55. 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 drainage/detention easements for real property North of WMCO Juvenile Detention Center
- u) Discuss the acquisition of the MKT Right of Way
- v) Discuss acquisition of drainage easement in relation to County Road 176
- B. Property or Real Estate owned by Williamson County
 - Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
 - a) Discuss County owned real estate containing underground water rights and interests.
 - b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
 - c) Discuss property usage at Longhorn Junction
 - d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
 - f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
- C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

56. 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) Project Woods
- c) Project Crystal
- d) Project Link
- e) Project Winston
- f) Project Solo
- g) Project Stamp

57. 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) Claim of Regina Wright.
 - j) 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.
 - k) 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.
 - l) 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.
 - m) 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.
 - n) 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.
 - o) 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.
 - p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
 - q) Claim, of Ramsey Mitchell.
 - r) 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.
 - s) Shamona Harris - EEOC Charge #451-2021-00812.
 - t) 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.
 - u) Notice of Charge of Discrimination - Bhavani Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
 - v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

- w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
- x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.
- z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
- aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.

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

REGULAR AGENDA (continued)

- 59.** Discuss and take appropriate action concerning economic development.
- 60.** Discuss and take appropriate action concerning real estate.
- 61.** 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) Claim of Regina Wright.
 - j) 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.

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l) 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.

m) 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.

n) 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.

o) 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.

p) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).

q) Claim, of Ramsey Mitchell.

r) 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.

s) Shamona Harris - EEOC Charge #451-2021-00812.

t) 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.

u) Notice of Charge of Discrimination - Bhavani Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.

v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.

w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.

x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.

y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.

z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.

aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.

62. 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.

63. 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 30th day of April 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:** 05/04/2021

Remote Birth Certificate printing

Submitted For: Nancy Rister**Submitted By:** Nancy Rister, County Clerk**Department:** County Clerk**Agenda Category:** Consent

Information**Agenda Item**

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

Background

There is an increase in remote birth certificate printing due to the requirement for Real ID required for driver license renewal changes per Homeland Security.

Additionally, both Travis County and the State offices are closed to the public due to COVID concerns; they are referring their customers to our office resulting in a significant increase. It is unknown how long this will continue.

Normally we average \$480 per month but it increased in April to \$843 due to Travis County and the State Dept of Health Vitals Division not opening their lobbies to service the public.

For the Remote Access to the State's birth database for the purpose of fulfilling requests due to the shutdown of public lobbies of both Travis County and the Dept of State Health Services and sending the public to us to sell birth certificates.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-------------------------------|---------|
| From | 0100-0403-003100 | Office Supplies | \$3,650 |
| To | 0100-0403-004320 | Remote Birth Certificate Prnt | \$3,650 |

Attachments

Oct 2020 Remote Bill DSHS
Nov 2020 Remote Bill DSHS
Dec 2020 Remote Bill DSHS
Jan 2021 Remote Bill DSHS
Feb 2021 Remote Bill DSHS
Mar 2021 Remote Bill DSHS
Apr 2021 Remote Bill DSHS

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

County Judge Exec Asst.

Andrea Schiele

04/27/2021 03:48 PM

Budget Office

Ashlie Holladay

04/28/2021 09:24 AM

Form Started By: Nancy Rister

Started On: 04/27/2021 02:27 PM

Final Approval Date: 04/28/2021

Texas Department of State Health Services

PO BOX 149347

Austin, TX 78714-9347

Vital Statistics Section-MC1966

Invoice

| Date | Invoice # |
|-----------|-----------|
| 10/1/2020 | 2012024 |

WILLIAMSON COUNTY CLERK'S OFF.
P O BOX 647
JARRELL, TX 76537-0647

APPROVED FOR PAYMENT

Nancy E. Rister
Authorized Signature10-14-2020

Date

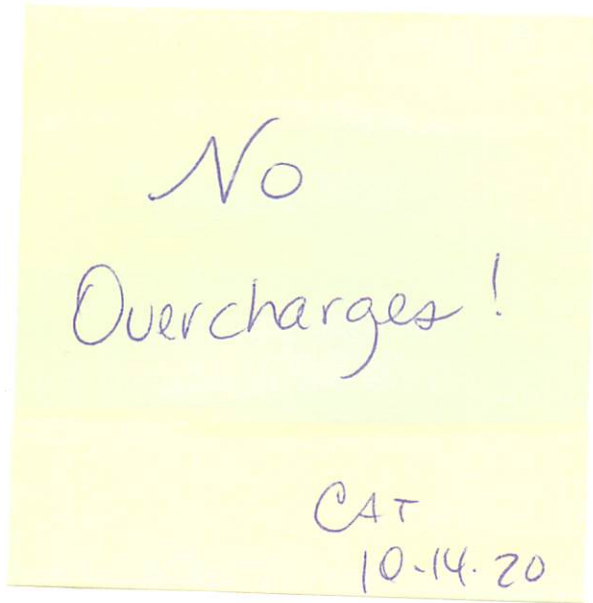
0100-0403-004320

Budget Line Item

\$ 519.72

Amount

| Account # | Terms | Due Date |
|-----------------|--------|------------|
| 17460009784 002 | Net 30 | 10/31/2020 |

| Quantity | Description | Amount |
|--|--|--------|
| 284 | Remote birth access for September 1, 2020 through September 30, 2020 | 519.72 |
|  | | |

PLEASE SEND A COPY OF THIS INVOICE WITH YOUR PAYMENT
TO ASSURE PROPER CREDIT TO YOUR ACCOUNT. DO NOT
RETURN YOUR BILLING REPORT WITH YOUR PAYMENT.

Total \$519.72

ZZ714-980

Payments/Credits

\$0.00

Balance Due

\$519.72

Texas Department of State Health Services

PO BOX 149347

Austin, TX 78714-9347

Vital Statistics Section-MC1966

Invoice

| Date | Invoice # |
|-----------|-----------|
| 11/2/2020 | 2012258 |

WILLIAMSON COUNTY CLERK'S OFF.
P O BOX 647
JARRELL, TX 76537-0647

APPROVED FOR PAYMENT

Nancy E. Rister
Authorized Signature

11-17-2020
Date

0100-0403-004320
Budget Line Item

\$591.09
Amount

| Account # | Terms | Due Date |
|-----------------|--------|-----------|
| 17460009784 002 | Net 30 | 12/2/2020 |

| Quantity | Description | Amount |
|----------|---|--------|
| 324 | Remote birth access for October 1, 2020 through October 31, 2020 Revised invoice includes 1 credit for void <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><i>1 overcharge - Invoice has been adjusted -</i></p> <p><i>Yes Ct 11-16-20</i></p> </div> | 592.92 |

PLEASE SEND A COPY OF THIS INVOICE WITH YOUR PAYMENT TO ASSURE PROPER CREDIT TO YOUR ACCOUNT. DO NOT RETURN YOUR BILLING REPORT WITH YOUR PAYMENT.

Total \$592.92

ZZ714-980

Payments/Credits

-\$1.83

Balance Due

\$591.09

PO BOX 149347
Austin, TX 78714-9347
Vital Statistics Section-MC1966

| | |
|------------|------------|
| Date | Credit No. |
| 10/30/2020 | 2012288 |

| |
|---|
| Customer |
| WILLIAMSON COUNTY CLERK'S OFF. P O BOX 647 JARRELL, TX 76537-0647 |

[illegible]

Texas Department of State Health Services
PO BOX 149347
Austin, TX 78714-9347
Vital Statistics Section-MC1966

Invoice

| Date | Invoice # |
|-----------|-----------|
| 12/1/2020 | 2012333 |

WILLIAMSON COUNTY CLERK'S OFF.
P O BOX 647
JARRELL, TX 76537-0647

No
Overcharges

CT
11-7-20

| Account # | Terms | Due Date |
|-----------------|--------|------------|
| 17460009784 002 | Net 30 | 12/31/2020 |

| Quantity | Description |
|----------|-------------|
|----------|-------------|

265 Remote birth access for November 1, 2020 through
November 30, 2020

APPROVED FOR PAYMENT
Nancy E. Rister
Authorized Signature
12-14-2020
Date
0100-0403-004320
Budget Line Item
5 484.95
Amount

PLEASE SEND A COPY OF THIS INVOICE WITH YOUR PAYMENT
TO ASSURE PROPER CREDIT TO YOUR ACCOUNT. DO NOT
RETURN YOUR BILLING REPORT WITH YOUR PAYMENT.

Total \$484.95

ZZ714-980

Payments/Credits

\$0.00

Balance Due

\$484.95

Texas Department of State Health Services

PO BOX 149347

Austin, TX 78714-9347

Vital Statistics Section-MC1966

Invoice

| Date | Invoice # |
|----------|-----------|
| 1/4/2021 | 2012696 |

WILLIAMSON COUNTY CLERK'S OFF.
P O BOX 647
JARRELL, TX 76537-0647

APPROVED FOR PAYMENT

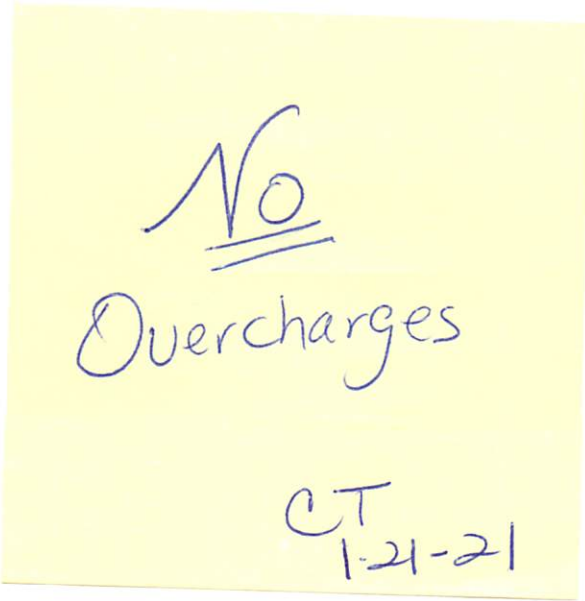
Danay E. Ruter
Authorized Signature

01-21-2021
Date

0100-0403-004320
Budget Line Item

\$ 441.03
Amount

| Account # | Terms | Due Date |
|-----------------|--------|----------|
| 17460009784 002 | Net 30 | 2/3/2021 |

| Quantity | Description | Amount |
|--|--|--------|
| 241 | Remote birth access for December 1, 2020 through December 31, 2020 | 441.03 |
|  | | |

PLEASE SEND A COPY OF THIS INVOICE WITH YOUR PAYMENT TO ASSURE PROPER CREDIT TO YOUR ACCOUNT. DO NOT RETURN YOUR BILLING REPORT WITH YOUR PAYMENT.

Total \$441.03

ZZ714-980

Payments/Credits

\$0.00

Balance Due

\$441.03

Texas Department of State Health Services

PO BOX 149347

Austin, TX 78714-9347

Vital Statistics Section-MC1966

Invoice

| Date | Invoice # |
|----------|-----------|
| 2/1/2021 | 2012904 |

WILLIAMSON COUNTY CLERK'S OFF.
P O BOX 647
JARRELL, TX 76537-0647

| Account # | Terms | Due Date |
|-----------------|--------|----------|
| 17460009784 002 | Net 30 | 3/3/2021 |

| Quantity | Description | Amount |
|----------|---|--------|
| 249 | Remote birth access for January 1, 2021 through January 31, 2021 Revised Invoice | 455.67 |

APPROVED FOR PAYMENT

Nancy E. Rister
Authorized Signature02-11-2021
Date0100-0403-004320
Budget Line Item\$ 452.01
Amount

PLEASE SEND A COPY OF THIS INVOICE WITH YOUR PAYMENT
TO ASSURE PROPER CREDIT TO YOUR ACCOUNT. DO NOT
RETURN YOUR BILLING REPORT WITH YOUR PAYMENT.

Total \$455.67

ZZ714-980

Payments/Credits

-\$3.66

Balance Due

\$452.01

Revised
Invoice
Correct!

CT
2-10-21

Texas Department of State Health Services

PO BOX 149347

Austin, TX 78714-9347

Vital Statistics Section-MC1966

Credit Memo

| Date | Credit No. |
|----------|------------|
| 2/3/2021 | 2012939 |

| Customer |
|---|
| WILLIAMSON COUNTY CLERK'S OFF. P O BOX 647 JARRELL, TX 76537-0647 |

| | | P.O. No. | Project |
|---|-----|-----------------------|----------------|
| | | | |
| Description | Qty | Rate | Amount |
| Credit for 2 voids in January 2021 voided on 2-2-2021 applied to Jan. 2021 Inv.#2012904 | -2 | 1.83 | -3.66 |
| | | Total | -\$3.66 |
| | | Invoices | \$3.66 |
| | | Balance Credit | \$0.00 |

Texas Department of State Health Services

PO BOX 149347

Austin, TX 78714-9347

Vital Statistics Section-MC1966

Invoice

| Date | Invoice # |
|----------|-----------|
| 3/1/2021 | 2013124 |

WILLIAMSON COUNTY CLERK'S OFF.
P O BOX 647
JARRELL, TX 76537-0647

APPROVED FOR PAYMENT

W. E. Ruter
Authorized Signature

03-18-2021
Date

0100-0403-004320
Budget Line Item

\$ 351.36
Amount

| Account # | Terms | Due Date |
|-----------------|--------|-----------|
| 17460009784 002 | Net 30 | 3/31/2021 |

| Quantity | Description | Amount |
|---|--|--------|
| 192 | Remote birth access for February 1, 2021 through February 28, 2021 | 351.36 |
| <p><i>No</i> <i>Overcharges -</i> <i>Correct</i></p> <p><i>CAF</i> <i>3-17-21</i></p> | | |

PLEASE SEND A COPY OF THIS INVOICE WITH YOUR PAYMENT
TO ASSURE PROPER CREDIT TO YOUR ACCOUNT. DO NOT
RETURN YOUR BILLING REPORT WITH YOUR PAYMENT.

Total \$351.36

ZZ714-980

Payments/Credits \$0.00

Balance Due \$351.36

Texas Department of State Health Services

PO BOX 149347

Austin, TX 78714-9347

Vital Statistics Section-MC1966

Invoice

| Date | Invoice # |
|----------|-----------|
| 4/5/2021 | 2013336 |

WILLIAMSON COUNTY CLERK'S OFF.
P O BOX 647
JARRELL, TX 76537-0647

APPROVED FOR PAYMENT

Nancy E. Foster
Authorized Signature

04.15.2021

Date

01000403-004520

Budget Line Item

834.48

Amount

| Account # | Terms | Due Date |
|-----------------|--------|----------|
| 17460009784 002 | Net 30 | 5/5/2021 |

| Quantity | Description | Amount |
|--|--|--------|
| 456 | Remote birth access for March 1, 2021 through March 31, 2021 | 834.48 |
| <p><i>No</i></p> <p><i>Overcharges</i></p> <p><i>Cat</i></p> <p><i>4-15-21</i></p> | | |

PLEASE SEND A COPY OF THIS INVOICE WITH YOUR PAYMENT
TO ASSURE PROPER CREDIT TO YOUR ACCOUNT. DO NOT
RETURN YOUR BILLING REPORT WITH YOUR PAYMENT.

Total \$834.48

ZZ714-980

Payments/Credits

\$0.00

Balance Due

\$834.48

Commissioners Court - Regular Session**5.****Meeting Date:** 05/04/2021

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson**Submitted By:** Kelly Murphy,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Background

Right-of-way purchases will not occur on CR 201 and CR 255/289 this fiscal year. This, coupled with cost underruns on other projects, provides the funds to be able to accelerate overlay projects into this fiscal year.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|------------------------------|----------------|
| From | 0200-0210-000777 | Transfer to Capital Projects | \$2,860,000.00 |
| To | 0200-0210-003599 | Road Constr./Maint. | \$2,860,000.00 |

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 04/28/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

04/28/2021 08:47 AM

04/28/2021 09:25 AM

Started On: 04/27/2021 04:13 PM

Commissioners Court - Regular Session**6.****Meeting Date:** 05/04/2021

Line Item Transfer for County Sheriff-Corrections

Submitted For: Mike Gleason**Submitted By:** Abigail Dass, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Transferring funds to cover shortfall in Office Furniture to purchase much needed chairs to replace ones that are broken, worn and non-repairable for our Corrections Officers assigned throughout the Williamson County Jail which are used 24hrs a day. These chairs will be replaced in the following locations; 1st Floor Booking, Central Control, Medical, 2nd and 3rd Floor North for several pods and Control Room, 2nd and 3rd Floor South for several officer stations and Control Room.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-----------------------------|-----------|
| From | 0100.0570.004350 | Printed Materials & Binding | \$5600.00 |
| To | 0100.0570.003005 | Office Furniture | \$5600.00 |

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Abigail Dass

Final Approval Date: 04/29/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

04/28/2021 04:42 PM

04/29/2021 09:10 AM

Started On: 04/28/2021 04:11 PM

Commissioners Court - Regular Session**7.****Meeting Date:** 05/04/2021

Line Item Transfer for Mobile Outreach Team

Submitted For: Annie Burwell**Submitted By:** Jeanne Williby, Outreach**Department:** Outreach**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Mobile Outreach Team.

Background

Transfer to cover additional cell phone costs due to February weather event and a general increase in usage.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-----------------------------|----------|
| From | 0100-0341-003002 | Vehicle Equipment < \$5,000 | \$104.00 |
| From | 0100-0341-003003 | Radio Equipment < \$5,000 | \$704.00 |
| To | 0100-0341-004209 | Cellular Phone/Pager | \$808.00 |

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jeanne Williby

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

04/27/2021 03:59 PM

04/27/2021 04:21 PM

Started On: 04/27/2021 03:05 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 05/04/2021

Cash Donation to Mobile Outreach Team

Submitted For: Annie Burwell**Submitted By:** Jeanne Williby, Outreach**Department:** Outreach**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to accept a donation of \$500 (check) to Mobile Outreach Team.

Background

The donation made by Central Texas Together (Meenal McNary) will be used to purchase a generator(s) for oxygen dependent and/or paralyzed persons for use in the event of a power failure.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|------------------|----------|
| To | 0100-0341-003670 | Use of Donations | \$500.00 |

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jeanne Williby

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 04:18 PM

Started On: 04/27/2021 02:47 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 05/04/2021

Assets for Auction Monthly Report 5.4.21

Submitted For: Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction for the period of 04/01/2021 through 04/30/2021.

Background

Please see attached list for details.

Fiscal Impact

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

Attachments

Assets for Auction 4.30.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 04/29/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

04/29/2021 08:33 AM

04/29/2021 08:36 AM

Started On: 04/16/2021 11:08 AM

April 2021

MONTHLY REPORT

Court Date:

5/4/2021

Williamson County - Assets for Auction

Agenda #:

26436

| Item | Serial Number | Quantity | Dept. |
|--|--------------------------|----------|----------------------|
| Avalon A5BOTTLELESS | 1806020193 | 1 | 911 Communications |
| Dell Latitude 5501 | 4QXXYY2 | 1 | Building Maintenance |
| Dell Latitude E7470 | GP9QBG2 | 1 | Building Maintenance |
| Dell Optiplex 7020 | DC42 | 1 | Building Maintenance |
| Dell Latitude 7275 | BLM0L72 | 1 | Building Maintenance |
| File Cabinet | | 1 | Constable 1 |
| Office Chair | | 1 | Constable 1 |
| Dell Monitor 13 inch | CN-0FP816-74261-85Q-E7DA | 1 | Constable 2 |
| Symbol Stand for Laser Bar Code Scanner | Model 20-66483-02RA | 2 | Constable 2 |
| Streamlite SL-20X Lamp Module | STL-20110 | 9 | Constable 2 |
| Traffic Safety Wand for SL-20 Flashlight | | 2 | Constable 2 |
| Microsoft Comfort Curve Keyboard | 7.69141E+12 | 1 | Constable 2 |
| Adesso Keyboard Mode AKB-130US | K8052108 | 1 | Constable 2 |
| Dell Keyboard | DP/N 0644G3 | 2 | Constable 2 |
| PSC QS 6000 Plus Laser Barcode Scanner | SS3A20252 | 1 | Constable 2 |
| Dell Monitor 17 Inch | CN-0J6HFT-74445-4AF-AEML | 1 | Constable 2 |
| Dell Docking station (large) | | 4 | County Attorney |
| Dell 20" monitor | | 6 | County Attorney |
| Emerson TV Model # LC195EMX | DS3A0937103090 | 1 | County Attorney |
| Aleratec DVD duplicator | 00372-004293 | 1 | County Attorney |
| Laptop bag (small) | | 1 | County Attorney |
| Dell Latitude E6540 | 992YM12 | 1 | County Attorney |
| Surface Pro pens | | 15 | County Attorney |
| Bluetooth mouse | | 5 | County Attorney |
| Surface Pro 4 | 18764264553 | 1 | County Attorney |
| Surface Pro 4 | 30867453953 | 1 | County Attorney |
| Dell Latitude E6540 | D42YM12 | 1 | County Attorney |
| Dell Latitude E6540 | G92YM12 | 1 | County Attorney |
| Dell Latitude E6540 | F44LL12 | 1 | County Attorney |
| Surface Pro 4 | 37347461853 | 1 | County Attorney |
| Surface Pro 4 | 16424462253 | 1 | County Attorney |
| Surface Pro 4 | 16962462253 | 1 | County Attorney |
| Surface Pro 4 | 22425661453 | 1 | County Attorney |
| Surface Pro 4 | 54045344453 | 1 | County Attorney |
| Surface Pro 4 | 113262753 | 1 | County Attorney |
| Surface Pro 4 | 13533672853 | 1 | County Attorney |
| Surface Pro 4 | 38287761853 | 1 | County Attorney |
| Surface Pro 4 | 37391561853 | 1 | County Attorney |
| Surface Pro 4 | 37346561853 | 1 | County Attorney |
| Surface Pro 3 | 38970154153 | 1 | County Attorney |
| Surface Pro 3 | 38989554153 | 1 | County Attorney |
| Surface Pro 3 | 8790453453 | 1 | County Attorney |
| Surface Pro 3 | 38923354153 | 1 | County Attorney |
| Surface Pro 3 | 113726154753 | 1 | County Attorney |
| Surface Pro 3 | 8516152553 | 1 | County Attorney |
| Surface Pro 3 | 20722153453 | 1 | County Attorney |
| Surface Pro 3 | 30339352053 | 1 | County Attorney |
| Surface Pro 3 | 34912252853 | 1 | County Attorney |

| | | | |
|---|-------------------------|------|---------------------|
| Surface Pro 3 | 37952254753 | 1 | County Attorney |
| Dell Latitude E6540 Laptop,, HD removed | 3Z0Z362 County Tag 1896 | 1 | County Clerk |
| Docking Station | PRO3X SPRT003102174 | 1 | County Clerk |
| Power Cord | | 1 | County Clerk |
| Office Chairs (1 red, 1 gray) | | 2 | County Clerk |
| Optiplex 7040 | 4ML1DD2 | 1 | County Treasurer |
| OpitPlex 7040 | 159470 | 1 | County Treasurer |
| Latitude E6540 | 3TVSWF2 | 1 | County Treasurer |
| 22" Monitors Dell | | 11 | District Attorney |
| 19" Monitors Dell | | 11 | District Attorney |
| 17" Monitors Dell | | 7 | District Attorney |
| 17" monitor Samsung | | 1 | District Attorney |
| 32: Monitor/TV Sony | | 1 | District Attorney |
| T-Mobile Z915 4G LTE Wireless Hotspot | | 98 | Elections |
| Verizon 4G LTE Wireless Hotspot | | 120 | Elections |
| ProDuplicator CF Media Duplicator | TX000K8PS99 | 1 | Elections |
| ES&S Gang Progrmmer (Compact Flash)Media Duplicat | 503 | 1 | Elections |
| Dell Optiplex 780 Computer | 56HMHN1 | 1 | Elections |
| Dell Optiplex 740 Computer | F6WW0G1 | 1 | Elections |
| Dell Optiplex GX620 Computer | 0072V91 | 1 | Elections |
| Eell 1708FPB Monitor | 080427L1000260 | 1 | Elections |
| Dell 1905FP Monitor | #0511010001560 | 1 | Elections |
| HP Laserjet 4050N Printer | 65QA038700 | 1 | Elections |
| Okidate Microline 520 Dot Matrix Printer | | 1 | Elections |
| Compact Flash Storage Media 32MB San Disk | | 6 | Elections |
| Compact Flash Storage Media 32MB San Disk | | 2 | Elections |
| Compact Flash Storage Media 16MB San Disk | | 2 | Elections |
| Compact Flash Storage Mdica 256MB San Disk | | 1 | Elections |
| Compact Flash Storage Media 128MB San Disk | | 93 | Elections |
| Compact Flash Storage Media 128MB San Disk | | 1 | Elections |
| Compact Flash Storage Media 64MB San Disk | | 2 | Elections |
| Compact Flash Storage Media 64MB San Disk | | 11 | Elections |
| Compact Flash Storage Media 512MB San Disk | | 1040 | Elections |
| Compact Flash Storage Media 512MB San Disk | | 38 | Elections |
| Compact Flash Storage Media 512MB San Disk | | 192 | Elections |
| Compact Flash Storage Media 512MB San Disk | | 5 | Elections |
| Compact Flash Storage Media 256MB San Disk | | 183 | Elections |
| Storage Media PEB (With Red Band) | | 363 | Elections |
| Storage Media PEB (With Green Band) | | 853 | Elections |
| Storage Media Zip Disk | | 174 | Elections |
| Storage Media 3 1/2" Floppy Disk | | 12 | Elections |
| iVotronic Softcases (bags) | | 7 | Elections |
| Dell Optiplex 7040 | 1RNXCH2, 1RW0DH2 | 2 | Fleet Services |
| Large heavy huge whiteboard | | 1 | Information Systems |
| HP Printer - #1783 | JPRLB34279 | 1 | Information Systems |
| Dell Printers - 2330dn | | 2 | Information Systems |
| Ultratec Supercom 4400 | 16103605656 | 1 | Information Systems |
| Apple iPad model A1490 | DLXLXL16FLMS | 1 | Information Systems |
| Apple iPad model A1432 | F7NN3SVAFP84 | 1 | Information Systems |
| Apple iPad model A1475 | DMQN873DF4YD | 1 | Information Systems |
| Microsofe Surface 512GB Wilco #1780 | 3261252553 | 1 | Information Systems |
| HP 620 Laptop | 584048-001 | 1 | Information Systems |
| Dell Latitude E6530 | JQX7J02 | 1 | Information Systems |
| Fujitsu Scanner - fi-6140Z-#4846 | 6056764 | 1 | Information Systems |

| | | | |
|--|----------------------------|----|---------------------|
| Dell Monitors | | 2 | Information Systems |
| Box of misc cables & keyboards/mice | | 1 | Information Systems |
| Chairs - office-rolling or side chairs | | 17 | Information Systems |
| Conference Table - small | | 1 | Information Systems |
| Round Table - small - missing a foot on a leg | | 1 | Information Systems |
| Square Table - small | | 1 | Information Systems |
| Narrow Tall Table | | 1 | Information Systems |
| Dell Monitor Stand PW395 | OBB-8663-A01, 019-8011-A01 | 2 | Juvenile Services |
| Dell E/Flat Monitor Stand 330-0874 | 4BS0670A00, 4BS0672A00 | 2 | Juvenile Services |
| Dell Monitor P170St | See List | 3 | Juvenile Services |
| Dell Monitor P1708FPb | See List | 3 | Juvenile Services |
| 1 box of various computer cables & power cords | | 1 | Juvenile Services |
| Dell PRO2X Docking Stations | See List | 12 | Juvenile Services |
| HP Laser Jet Printer 4050N | USB8363183 | 1 | Juvenile Services |
| hp laser jet printer 4000N | USEC007613 | 1 | Juvenile Services |
| Canon Image Formula DR-C130 | FW304339 | 1 | Juvenile Services |
| HP Desk Jet 6988 | MY7BN2R0MQ | 1 | Juvenile Services |
| HON rolling chair with wooden arm rests | | 7 | Juvenile Services |
| HON rolling chair with black arm rests | | 4 | Juvenile Services |
| HON rolling chair, no arm rests | | 15 | Juvenile Services |
| Blue HON rolling chair w/black adjustable arm rests | | 1 | Juvenile Services |
| HON stationary chair | | 1 | Juvenile Services |
| Black mini fridge | | 1 | Juvenile Services |
| 4 - drawer black filing cabinets | | 11 | Juvenile Services |
| Chairs - maroon | | 2 | Juvenile Services |
| HON gray rolling chair w/black arm rests | | 1 | Juvenile Services |
| BLK/GRY cart | | 1 | Juvenile Services |
| Dell Optiplex 7040 | BFP0DD2 | 1 | Mobile Outreach |
| Dell Optiplex 7050 | B9HLJK2 | 1 | Mobile Outreach |
| Dell Latitude E6530 | 4T96H02 | 1 | Mobile Outreach |
| Stainless steel paper towel dispenser & trash can wall mount | | 11 | Parks |
| Stihl 192c Chainsaw | 279309679 | 1 | Parks |
| Pole Saw | E08411012901 | 1 | Parks |
| Russell A/C Unit RLH 151H22E | W05H30671101001 | 1 | Parks |
| Scrap Metal | | 10 | Parks |
| Portable Fuel dispenser | 43465 | 1 | Parks |
| Graco Line Driver | BA1030 | 1 | Parks |
| Aerator 687 | 44860-230000147 | 1 | Parks |
| Lennox A/C system | 5806j45370 | 1 | Parks |
| Large Auger | A12005C | 1 | Parks |
| Air Compressor | 21569263 | 1 | Parks |
| Wire Tracer | | 1 | Parks |
| Portable Car Battery Charger | | 1 | Parks |
| Drill Driver | BB072631819 | 1 | Parks |
| DeWalt Drill | | 1 | Parks |
| Portable Bandsaw | A0408 0306 | 1 | Parks |
| Vise | | 1 | Parks |
| Portable Battery | | 1 | Parks |
| Miter Saw | 926584 | 1 | Parks |
| Reciprocating Saw | 127834 | 1 | Parks |
| Generator | 2475238 | 1 | Parks |
| Pump Hose Kit | | 1 | Parks |

| | | | |
|--|------------------|----|------------------|
| Portable flashlight | 87342 | | Parks |
| Power One Power Supply 3B63WK09 | 98 | 1 | RCS |
| Power One Power Supply 3B63WK09 | 1129 | 1 | RCS |
| Power One Power Supply 3B63WK09 | 1141 | 1 | RCS |
| Power One Power Supply 3B63WK09 | 1149 | 1 | RCS |
| Magnetek Power Supply 3B63WK20 | 1630 | 1 | RCS |
| Andrew Dehydrator MT050-81015 | 0001MTH0033A | 1 | RCS |
| Andrew Dehydrator MT050-81015 | 0107MTH2524 | 1 | RCS |
| Andrew Dehydrator MT050-81015 | 0107MTH2539 | 1 | RCS |
| Monitors & Monitor Stands | | 9 | Sheriff's Office |
| Dell Laptops | 36KY8W1, CFKT2G2 | 2 | Sheriff's Office |
| Laptop desktop docking stations | | 4 | Sheriff's Office |
| 5 door and 4 drawer black filing cabinet | | 2 | Sheriff's Office |
| Aleratec DVD Duplicator | 00372-004105 | 1 | Sheriff's Office |
| Canon PowerShot A2000 IS Camera | 8826485415 | 1 | Sheriff's Office |
| Pentax Optio Z10-WCSO 02437 | 4350378 | 1 | Sheriff's Office |
| L3 Movable Vision Body Cams | See List | 6 | Sheriff's Office |
| Apple iPad | See List | 11 | Sheriff's Office |

Asset Status Change

| | |
|---|------------------------------------|
| Title: | Michael Moody,2021-03-31T20:10:42Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Avalon A5BOTTLELESS |
| 1. Manufacturer ID #: | 1806020193 |
| 1. Condition of Assets: | Non-Working |
| Transferring Dept.: | 911 Communications |
| Transferring Department Contact Person | Michael Moody |
| Transferring Dept. Contact Ph#: | 911 Communications |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Thomas Piche 3/31/2021 3:22 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 4/6/2021 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

| | |
|---|------------------------------------|
| Title: | Julie Schultz,2021-04-08T19:57:46Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Latitude 5501 |
| 1. Manufacturer ID #: | 4QXXYY2 |
| 1. Oracle Asset #: | CANNOT FIND |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dell Latitude E7470 |
| 2. Manufacturer ID #: | GP9QBG2 |
| 2. Oracle Asset #: | 175620 |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Dell Optiplex 7020 |
| 3. Manufacturer ID #: | 1K8DC42 |
| 3. Oracle Asset #: | 119397 |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Dell Latitude 7275 |
| 4. Manufacturer ID #: | BLM0L72 |
| 4. Oracle Asset #: | 166650 |
| 4. Condition of Assets: | Unknown |
| Transferring Dept.: | Building Maintenance |
| Transferring Department Contact Person | Julie Schultz |
| Transferring Dept. Contact Ph#: | Building Maintenance |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Gina Wrehnsnig 4/8/2021 3:07 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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|--------------------------------|----------|
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

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|---|---------------------------------------|
| Title: | Patrick Youngren,2021-03-31T16:06:13Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | File cabinet |
| 1. Manufacturer ID #: | UNKNOWN |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Office chair |
| 2. Manufacturer ID #: | UNKNOWN |
| 2. Condition of Assets: | Non-Working |
| Transferring Dept.: | Constables 1 |
| Transferring Department Contact Person | Patrick Youngren |
| Transferring Dept. Contact Ph#: | Constables 1 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✔ Patrick Youngren 3/31/2021 11:06 AM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 3/31/2021 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

| | |
|-----------------------------------|--|
| Title: | William Beechinor,2021-04-15T16:59:43Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Microsoft Comfort Curve Keyboard |
| 1. Manufacturer ID #: | S/N 7691406501775 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Adesso Keyboard Mode AKB-130US |
| 2. Manufacturer ID #: | S/N K8052108 |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 2 |
| 3. Description: | DELL Keyboard |
| 3. Manufacturer ID #: | DP/N 0644G3 |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | PSC QS6000 Plus Laser Barcode Scanner |
| 4. Manufacturer ID #: | S/N SS3A20252 |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | DELL Monitor 17 Inch |
| 5. Manufacturer ID # | S/N CN-0J6HFT-74445-4AF-AEML |
| 5. Oracle Asset # | N/A |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Constables 2 |
| Transferring Dept. Contact Person | William Beechinor |
| | |

Asset Status Change

Asset Status Change

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|---|--|
| Transferring Dept. Contact Ph#: | Constables 2 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ William Beechinor 4/15/2021 11:59 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|---|--|
| Title: | William Beechinor,2021-04-15T17:44:20Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | DELL Monitor 13 Inch |
| 1. Manufacturer ID #: | S/N CN-0FP816-74261-85Q-E7DA |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 2 |
| 2. Description: | SYMBOL Stand for Laser Bar Code Scanner |
| 2. Manufacturer ID #: | Model 20-66483-02RA |
| 2. Oracle Asset #: | N/A |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 9 |
| 3. Description: | Streamlite SL-20X Lamp Module |
| 3. Manufacturer ID #: | STL-20110 |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 2 |
| 4. Description: | Traffic Safety Wand for SL-20 Flashlight |
| 4. Manufacturer ID #: | None |
| 4. Oracle Asset #: | N/A |
| 4. Condition of Assets: | Working |
| Transferring Dept.: | Constables 2 |
| Transferring Dept. Contact Person | William Beechinor |
| Transferring Dept. Contact Ph#: | Constables 2 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ William Beechinor 4/15/2021 12:44 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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|--------------------------------|----------|
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

| | |
|-----------------------------------|--------------------------------------|
| Title: | Stephanie Lloyd,2021-04-16T13:09:24Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Surface Pro 4 |
| 1. Manufacturer ID #: | 018764264553 |
| 1. Oracle Asset #: | 203678 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Surface Pro 4 |
| 2. Manufacturer ID #: | 030867453953 |
| 2. Oracle Asset #: | 146306 |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Dell Latitude E6540 |
| 3. Manufacturer ID #: | D42YM12 |
| 3. Oracle Asset #: | 114246 |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Dell Latitude E6540 |
| 4. Manufacturer ID #: | G92YM12 |
| 4. Oracle Asset #: | 114242 |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Dell Latitude E6540 |
| 5. Manufacturer ID # | F44LL12 |
| 5. Oracle Asset # | 93208 |
| 5. Condition of Assets | Working |
| Transferring Dept.: | County Attorney |
| Transferring Dept. Contact Person | Stephanie Lloyd |
| | |

Asset Status Change

Asset Status Change

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|---|-------------------------------------|
| Transferring Dept. Contact Ph#: | County Attorney |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Stephanie Lloyd 4/16/2021 8:09 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

| | |
|-----------------------------------|--------------------------------------|
| Title: | Stephanie Lloyd,2021-04-16T13:06:10Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Surface Pro 4 |
| 1. Manufacturer ID #: | 037347461853 |
| 1. Oracle Asset #: | 175593 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Surface Pro 4 |
| 2. Manufacturer ID #: | 016424462253 |
| 2. Oracle Asset #: | 175588 |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Surface Pro 4 |
| 3. Manufacturer ID #: | 016962462253 |
| 3. Oracle Asset #: | 175589 |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Surface Pro 4 |
| 4. Manufacturer ID #: | 022425661453 |
| 4. Oracle Asset #: | 191673 |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Surface Pro 4 |
| 5. Manufacturer ID # | 054045344453 |
| 5. Oracle Asset # | 148372 |
| 5. Condition of Assets | Working |
| Transferring Dept.: | County Attorney |
| Transferring Dept. Contact Person | Stephanie Lloyd |
| | |

Asset Status Change

Asset Status Change

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|---|-------------------------------------|
| Transferring Dept. Contact Ph#: | County Attorney |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Stephanie Lloyd 4/16/2021 8:06 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

| | |
|-----------------------------------|--------------------------------------|
| Title: | Stephanie Lloyd,2021-04-16T13:04:19Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Surface Pro 4 |
| 1. Manufacturer ID #: | 000113262753 |
| 1. Oracle Asset #: | 175591 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Surface Pro 4 |
| 2. Manufacturer ID #: | 013533672853 |
| 2. Oracle Asset #: | NOT FOUND IN ORACLE |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Surface Pro 4 |
| 3. Manufacturer ID #: | 038287761853 |
| 3. Oracle Asset #: | 175592 |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Surface Pro 4 |
| 4. Manufacturer ID #: | 037391561853 |
| 4. Oracle Asset #: | 175590 |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Surface Pro 4 |
| 5. Manufacturer ID # | 037346561853 |
| 5. Oracle Asset # | 175587 |
| 5. Condition of Assets | Working |
| Transferring Dept.: | County Attorney |
| Transferring Dept. Contact Person | Stephanie Lloyd |
| | |

Asset Status Change

Asset Status Change

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|---|-------------------------------------|
| Transferring Dept. Contact Ph#: | County Attorney |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Stephanie Lloyd 4/16/2021 8:04 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|-----------------------------------|--------------------------------------|
| Title: | Stephanie Lloyd,2021-04-16T13:02:09Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Surface Pro 3 |
| 1. Manufacturer ID #: | 038970154153 |
| 1. Oracle Asset #: | 163551 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Surface Pro 3 |
| 2. Manufacturer ID #: | 038989554153 |
| 2. Oracle Asset #: | 163553 |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Surface Pro 3 |
| 3. Manufacturer ID #: | 008790453453 |
| 3. Oracle Asset #: | 163560 |
| 3. Condition of Assets: | Non-Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Surface Pro 3 |
| 4. Manufacturer ID #: | 038923354153 |
| 4. Oracle Asset #: | 163558 |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Surface Pro 3 |
| 5. Manufacturer ID # | 113726154753 |
| 5. Oracle Asset # | 163561 |
| 5. Condition of Assets | Working |
| Transferring Dept.: | County Attorney |
| Transferring Dept. Contact Person | Stephanie Lloyd |
| | |

Asset Status Change

Asset Status Change

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|---|-------------------------------------|
| Transferring Dept. Contact Ph#: | County Attorney |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Stephanie Lloyd 4/16/2021 8:02 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|-----------------------------------|--------------------------------------|
| Title: | Stephanie Lloyd,2021-04-16T13:00:03Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Surface Pro 3 |
| 1. Manufacturer ID #: | 008516152553 |
| 1. Oracle Asset #: | 140320 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Surface Pro 3 |
| 2. Manufacturer ID #: | 020722153453 |
| 2. Oracle Asset #: | 163555 |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Surface Pro 3 |
| 3. Manufacturer ID #: | 030339352053 |
| 3. Oracle Asset #: | 148366 |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Surface Pro 3 |
| 4. Manufacturer ID #: | 034912252853 |
| 4. Oracle Asset #: | NOT FOUND IN ORACLE |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Surface Pro 3 |
| 5. Manufacturer ID # | 037952254753 |
| 5. Oracle Asset # | 163557 |
| 5. Condition of Assets | Working |
| Transferring Dept.: | County Attorney |
| Transferring Dept. Contact Person | Stephanie Lloyd |
| | |

Asset Status Change

Asset Status Change

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|---|-------------------------------------|
| Transferring Dept. Contact Ph#: | County Attorney |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Stephanie Lloyd 4/16/2021 8:00 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|---|--------------------------------------|
| Title: | Stephanie Lloyd,2021-03-30T12:45:30Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 4 |
| 1. Description: | Dell-docking station(Large) |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 6 |
| 2. Description: | Dell-20" monitor |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Emerson TV Model#: LC195EMX |
| 3. Manufacturer ID #: | s/n DS3A0937103090 |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Aleratec DVD duplicator |
| 4. Manufacturer ID #: | s/n: 00372-004293 |
| 4. Condition of Assets: | Non-Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Laptop bag(small) |
| 5. Condition of Assets | Working |
| Transferring Dept.: | County Attorney |
| Transferring Department Contact Person | Stephanie Lloyd |
| Transferring Dept. Contact Ph#: | County Attorney |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✔ Stephanie Lloyd 3/30/2021 7:45 AM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

| | |
|---|--------------------------------------|
| Title: | Stephanie Lloyd,2021-04-16T13:12:54Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Latitude E6540 |
| 1. Manufacturer ID #: | 992YM12 |
| 1. Oracle Asset #: | 114241 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 15 |
| 2. Description: | Surface Pro pens |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 5 |
| 3. Description: | Bluetooth mouse |
| 3. Condition of Assets: | Working |
| Transferring Dept.: | County Attorney |
| Transferring Dept. Contact Person | Stephanie Lloyd |
| Transferring Dept. Contact Ph#: | County Attorney |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Stephanie Lloyd 4/16/2021 8:12 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

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|---|--|
| Title: | Rebecca Pruitt,2021-04-08T17:12:50Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Latitude E6540 Laptop; HD removed |
| 1. Manufacturer ID #: | 3Z0Z362 County Tag 1896 |
| 1. Oracle Asset #: | 146314 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Docking Station |
| 2. Manufacturer ID #: | PR03X SPRT003102174 |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Power Cord |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 2 |
| 4. Description: | Office Chairs (1 red, 1 gray) |
| 4. Condition of Assets: | Non-Working |
| Transferring Dept.: | County Clerk |
| Transferring Department Contact Person | Bradley Weems |
| Transferring Dept. Contact Ph#: | County Clerk |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Nancy Rister 4/8/2021 2:44 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

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|---|--------------------------------------|
| Title: | Carole Callahan,2021-04-06T20:34:43Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Optiplex 7040 |
| 1. Manufacturer ID #: | 4ML1DD2 |
| 1. Oracle Asset #: | 159471 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | OptiPlex 7040 |
| 2. Manufacturer ID #: | 4mc6dd2 |
| 2. Oracle Asset #: | 159470 |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Latitude E6540 |
| 3. Manufacturer ID #: | 3TVSWF2 |
| 3. Oracle Asset #: | 178619 |
| 3. Condition of Assets: | Unknown |
| Transferring Dept.: | County Treasurer |
| Transferring Department Contact Person | Carole Callahan |
| Transferring Dept. Contact Ph#: | County Treasurer |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Carole Callahan 4/6/2021 3:34 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

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|---|----------------------------------|
| Title: | Ron Baldwin,2021-03-26T21:39:40Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 11 |
| 1. Description: | 22" Monitors |
| 1. Manufacturer ID #: | Dell |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 11 |
| 2. Description: | 19" monitors |
| 2. Manufacturer ID #: | Dell |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 7 |
| 3. Description: | 17" Monitors |
| 3. Manufacturer ID #: | Dell |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | 17" monitor |
| 4. Manufacturer ID #: | Samsung |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | 32" montiro/tv |
| 5. Manufacturer ID # | Sony |
| 5. Condition of Assets | Non-Working |
| Transferring Dept.: | District Attorney |
| Transferring Department Contact Person | Ron Baldwin |
| Transferring Dept. Contact Ph#: | District Attorney |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Grace Frias 3/29/2021 11:43 AM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

| | |
|---|--|
| Title: | i:0#.f[membership sherri.blackman@wilco.org - 18-08-2020 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | ProDuplicator CF Media Duplicator |
| 1. Manufacturer ID #: | TX000K8PS99 |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | ES&S Gang Programmer (Compact Flash) Media Duplicator |
| 2. Manufacturer ID #: | 503 |
| 2. Condition of Assets: | Unknown |
| Transferring Dept.: | Elections |
| Transferring Department Contact Person | Christopher J. Davis |
| Transferring Dept. Contact Ph#: | 512-943-1622 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Jenifer Favreau 12/16/2020 4:02 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 8/26/2020 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

| | |
|---|--|
| Title: | i:0#.f[membership sherri.blackman@wilco.org - 18-08-2020 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Optiplex 780 Computer |
| 1. Manufacturer ID #: | S/N 56HMHN1 County Asset #3939 |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dell Optiplex 740 Computer |
| 2. Manufacturer ID #: | S/N F6WW0G1 County Asset # 8072 |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Dell Optiplex GX620 Computer |
| 3. Manufacturer ID #: | S/N 0072V91 County Asset # C01127 |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Dell 1708FPB Monitor |
| 4. Manufacturer ID #: | 080427L1000260 |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Dell 1905FP Monitor |
| 5. Manufacturer ID # | 0511010001560 |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Elections |
| Transferring Department Contact Person | Christopher J. Davis |
| Transferring Dept. Contact Ph#: | 512-943-1622 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Jenifer Favreau 12/16/2020 4:01 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 8/26/2020 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

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|---|--|
| Title: | i:0#.f[membership sherri.blackman@wilco.org - 18-08-2020 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | HP Laserjet 4050N Printer |
| 1. Manufacturer ID #: | 65QA038700 |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Okidata Microline 520 Dot Matrix Printer |
| 2. Manufacturer ID #: | na |
| 2. Condition of Assets: | Unknown |
| Transferring Dept.: | Elections |
| Transferring Department Contact Person | Christopher J. Davis |
| Transferring Dept. Contact Ph#: | 512-943-1622 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Jenifer Favreau 12/16/2020 4:00 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 8/26/2020 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

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|---|--|
| Title: | i:0#.f[membership sherri.blackman@wilco.org - 18-08-2020 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 6 |
| 1. Description: | Compact Flash Storage Media 32MB San Disk |
| 1. Manufacturer ID #: | na |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 2 |
| 2. Description: | Compact Flash Storage Media 32MB San Disk |
| 2. Manufacturer ID #: | na |
| 2. Condition of Assets: | Non-Working |
| 3. Quantity (Mandatory): | 2 |
| 3. Description: | Compact Flash Storage Media 16MB San Disk |
| 3. Manufacturer ID #: | na |
| 3. Condition of Assets: | Non-Working |
| Transferring Dept.: | Elections |
| Transferring Department Contact Person | Christopher J. Davis |
| Transferring Dept. Contact Ph#: | 512-943-1622 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Jenifer Favreau 12/16/2020 4:00 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 8/26/2020 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

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|---|--|
| Title: | i:0#.f[membership sherri.blackman@wilco.org - 18-08-2020 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Compact Flash Storage Media 256MB San Disk |
| 1. Manufacturer ID #: | na |
| 1. Condition of Assets: | Non-Working |
| 2. Quantity (Mandatory):: | 93 |
| 2. Description: | Compact Flash Storage Media 128MB San Disk |
| 2. Manufacturer ID #: | na |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Compact Flash Storage Media 128MB San Disk |
| 3. Manufacturer ID #: | na |
| 3. Condition of Assets: | Non-Working |
| 4. Quantity (Mandatory): | 2 |
| 4. Description: | Compact Flash Storage Media 64MB San Disk |
| 4. Manufacturer ID #: | na |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 11 |
| 5. Description | Compact Flash Storage Media 64MB San Disk |
| 5. Manufacturer ID # | na |
| 5. Condition of Assets | Non-Working |
| Transferring Dept.: | Elections |
| Transferring Department Contact Person | Christopher J. Davis |
| Transferring Dept. Contact Ph#: | 512-943-1622 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Jenifer Favreau 12/16/2020 3:59 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 8/26/2020 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

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|---|--|
| Title: | i:0#.f membership sherri.blackman@wilco.org - 18-08-2020 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1,040 |
| 1. Description: | Compact Flash Storage Media 512MB San Disk |
| 1. Manufacturer ID #: | na |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 38 |
| 2. Description: | Compact Flash Storage Media 512MB San Disk |
| 2. Manufacturer ID #: | na |
| 2. Condition of Assets: | Non-Working |
| 3. Quantity (Mandatory): | 192 |
| 3. Description: | Compact Flash Storage Media 512MB Edge |
| 3. Manufacturer ID #: | na |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 5 |
| 4. Description: | Compact Flash Storage Media 512MB Edge |
| 4. Manufacturer ID #: | na |
| 4. Condition of Assets: | Non-Working |
| 5. Quantity (Mandatory): | 183 |
| 5. Description | Compact Flash Storage Media 256MB San Disk |
| 5. Manufacturer ID # | na |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Elections |
| Transferring Department Contact Person | Christopher J. Davis |
| Transferring Dept. Contact Ph#: | 512-943-1622 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Jenifer Favreau 12/16/2020 3:56 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 8/26/2020 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

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|---|--|
| Title: | i:0#.f[membership sherri.blackman@wilco.org - 18-08-2020 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 363 |
| 1. Description: | Storage Media PEB (With Red Band) |
| 1. Manufacturer ID #: | na |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 853 |
| 2. Description: | Storage Media PEB (With Green Band) |
| 2. Manufacturer ID #: | na |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 174 |
| 3. Description: | Storage Media Zip Disk |
| 3. Manufacturer ID #: | na |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 12 |
| 4. Description: | Storage Media 3 1/2" Floppy Disk |
| 4. Manufacturer ID #: | na |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 7 |
| 5. Description | iVotronic Softcases(bags) |
| 5. Manufacturer ID # | na |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Elections |
| Transferring Department Contact Person | Christopher J. Davis |
| Transferring Dept. Contact Ph#: | 512-943-1622 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Jenifer Favreau 12/16/2020 3:54 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 8/26/2020 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

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|---|--|
| Title: | i:0#.f[membership sherri.blackman@wilco.org - 18-08-2020 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 98 |
| 1. Description: | T-Mobile Z915 4G LTE Wireless Hotspot |
| 1. Manufacturer ID #: | na |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 120 |
| 2. Description: | Verizon 4G LTE Wireless Hotspot |
| 2. Manufacturer ID #: | na |
| 2. Condition of Assets: | Unknown |
| Transferring Dept.: | Elections |
| Transferring Department Contact Person | Christopher J. Davis |
| Transferring Dept. Contact Ph#: | 512-943-1622 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Jenifer Favreau 12/16/2020 4:02 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 8/26/2020 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

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|---|------------------------------------|
| Title: | Julie Schultz,2021-04-08T20:25:04Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 2 |
| 1. Description: | Dell Optiplex 7040 |
| 1. Manufacturer ID #: | 1RNXCH2, 1RW0DH2 |
| 1. Oracle Asset #: | 182587, 182588 |
| 1. Condition of Assets: | Unknown |
| Transferring Dept.: | Fleet Services |
| Transferring Department Contact Person | Julie Schultz |
| Transferring Dept. Contact Ph#: | Fleet Services |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Kevin Teller 4/9/2021 7:54 AM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

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|---|---|
| Title: | Julie Schultz,2021-04-14T19:41:04Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 17 |
| 1. Description: | Chairs - office - rolling or side chairs |
| 1. Manufacturer ID #: | various - n/a |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Conference Table |
| 2. Manufacturer ID #: | small |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Round Table - small - missing a foot on a leg |
| 3. Manufacturer ID #: | small n/a |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Square Table - small |
| 4. Manufacturer ID #: | n/a |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Narrow Tall Table |
| 5. Manufacturer ID # | n/a |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Information Systems |
| Transferring Dept. Contact Person | Julie Schultz |
| Transferring Dept. Contact Ph#: | Information Systems |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Tammy McCulley 4/14/2021 2:54 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|---|---------------------------------------|
| Title: | Julie Schultz,2021-04-14T18:44:56Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | HP 620 Laptop |
| 1. Manufacturer ID #: | 584048-001 |
| 1. Oracle Asset #: | NOT FOUND IN ORACLE |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dell Latitude E6530 |
| 2. Manufacturer ID #: | JQX7J02 |
| 2. Oracle Asset #: | 81187 |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Fujitsu Scanner - fi-6140Z - #4846 |
| 3. Manufacturer ID #: | 6056764 |
| 3. Oracle Asset #: | ALREADY RETIRED |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 2 |
| 4. Description: | Dell Monitors |
| 4. Manufacturer ID #: | n/a |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Box of misc cables and keyboards/mice |
| 5. Manufacturer ID # | n/a |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Information Systems |
| Transferring Dept. Contact Person | Julie Schultz |
| Transferring Dept. Contact Ph#: | Information Systems |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✅ Tammy McCulley 4/14/2021 1:57 PM |

Asset Status Change

Asset Status Change

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| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|-----------------------------------|-------------------------------------|
| Title: | Julie Schultz,2021-04-14T18:31:27Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Ultratec Supercom 4400 |
| 1. Manufacturer ID #: | 16103605656 |
| 1. Oracle Asset #: | NOT FOUND IN ORACLE |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Apple iPad model A1490 |
| 2. Manufacturer ID #: | DLXLXL16FLMS |
| 2. Oracle Asset #: | NOT FOUND IN ORACLE |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Apple iPad model A1432 |
| 3. Manufacturer ID #: | F7NN3SVAFP84 |
| 3. Oracle Asset #: | NOT FOUND IN ORACLE |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Apple iPad model A1475 |
| 4. Manufacturer ID #: | DMQN873DF4YD |
| 4. Oracle Asset #: | NOT FOUND IN ORACLE |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | MicroSoft Surface 512GB Wilco #1780 |
| 5. Manufacturer ID # | 003261252553 |
| 5. Oracle Asset # | 130322 |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Information Systems |
| Transferring Dept. Contact Person | Julie Schultz |
| | |

Asset Status Change

Asset Status Change

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| Transferring Dept. Contact Ph#: | Information Systems |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Tammy McCulley 4/14/2021 1:43 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

| | |
|---|------------------------------------|
| Title: | Julie Schultz,2021-04-14T19:42:58Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Large heavy huge whiteboard |
| 1. Manufacturer ID #: | n/a |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | HP Printer - #1783 |
| 2. Manufacturer ID #: | JPRLB34279 |
| 2. Oracle Asset #: | NOT FOUND IN ORACLE |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 2 |
| 3. Description: | Dell Printers - 2330dn |
| 3. Manufacturer ID #: | n/a - not readable |
| 3. Oracle Asset #: | N/A |
| 3. Condition of Assets: | Unknown |
| Transferring Dept.: | Information Systems |
| Transferring Dept. Contact Person | Julie Schultz |
| Transferring Dept. Contact Ph#: | Information Systems |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Tammy McCulley 4/14/2021 3:01 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|---|---|
| Title: | i:0#.f[membership robertolopez@wilco.org - 01-02-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 12 |
| 1. Description: | Dell PRO2X Docking Station |
| 1. Manufacturer ID #: | APR0020501230; QADK204701876; 3535890501096; APR0020501153; 2282866500903; 3602602700357; QADK204701864; 3108856460071D0974; 2320754401298; 2282866701713; QADK204701842; 3108856460071D08D4 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | HP Laser Jet Printer 4050N |
| 2. Manufacturer ID #: | USBB363183 |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | hp IASER JET pRINTER 4000N |
| 3. Manufacturer ID #: | USEC007613 |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Canon ImageFORMULA DR-C130 |
| 4. Manufacturer ID #: | FW304339 |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | HP Desk Jet 6988 |
| 5. Manufacturer ID # | MY7BN2R0MQ |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Juvenile Services |
| Transferring Department Contact Person | Roberto Lopez |
| Transferring Dept. Contact Ph#: | 512-943-1960 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ John Pelczar 3/24/2021 3:51 PM |
| Transferring Dept. - Elected Official/Dept. | ✗ |

Asset Status Change

Asset Status Change

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| Head/Auth Staff Signature.: | |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 3/26/2021 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

| | |
|---|----------------------------------|
| Title: | Leisa Jones,2021-04-16T19:02:31Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | BLK/GRY cart |
| 1. Manufacturer ID #: | NA |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Unknown |
| Transferring Dept.: | Juvenile Services |
| Transferring Dept. Contact Person | Leisa Jones |
| Transferring Dept. Contact Ph#: | Juvenile Services |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ John Pelczar 4/16/2021 2:03 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

| | |
|---|---|
| Title: | Leisa Jones,2021-04-16T19:04:21Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 2 |
| 1. Description: | Chairs-maroon |
| 1. Manufacturer ID #: | NA |
| 1. Condition of Assets: | Non-Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | HON gray rolling chair with black arm rests |
| 2. Manufacturer ID #: | NA |
| 2. Condition of Assets: | Unknown |
| Transferring Dept.: | Juvenile Services |
| Transferring Dept. Contact Person | Leisa Jones |
| Transferring Dept. Contact Ph#: | Juvenile Services |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ John Pelczar 4/16/2021 2:06 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|---|---|
| Title: | Leisa Jones,2021-04-16T19:00:36Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 11 |
| 1. Description: | 4-drawer black filing cabinets - 11 total |
| 1. Manufacturer ID #: | NA |
| 1. Condition of Assets: | Working |
| Transferring Dept.: | Juvenile Services |
| Transferring Dept. Contact Person | Leisa Jones |
| Transferring Dept. Contact Ph#: | Juvenile Services |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ John Pelczar 4/16/2021 2:03 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|---|---|
| Title: | i:0#.f[membership]robertolopez@wilco.org - 01-02-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 2 |
| 1. Description: | Dell Monitor Stand PW395 |
| 1. Manufacturer ID #: | OBB-8663-A01; 019-8011-A01 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 2 |
| 2. Description: | Dell E/Flat Monitor Stand 330-0874 |
| 2. Manufacturer ID #: | 4BS0670A00; 4BS0672A00 |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 3 |
| 3. Description: | Dell Monitor P170St |
| 3. Manufacturer ID #: | 744450C4257U; 744450BACZKU; 744459CMARFU |
| 3. Condition of Assets: | Working |
| 4. Quantity (Mandatory): | 3 |
| 4. Description: | Dell Monitor P1708FPb |
| 4. Manufacturer ID #: | 742618B0590S; 742618B0517S; 742618B059HS |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | 1 box of verious computer cables and power cords |
| 5. Manufacturer ID # | unknown |
| 5. Condition of Assets | Working |
| Transferring Dept.: | Juvenile Services |
| Transferring Department Contact Person | Roberto Lopez |
| Transferring Dept. Contact Ph#: | 512-943-1960 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ John Pelczar 3/24/2021 3:50 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 3/26/2021 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

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|---|--|
| Title: | Leisa Jones,2021-04-09T20:46:07Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 7 |
| 1. Description: | HON rolling chair with wooden arm rests |
| 1. Manufacturer ID #: | NA |
| 1. Condition of Assets: | Non-Working |
| 2. Quantity (Mandatory):: | 4 |
| 2. Description: | HON rolling chair with black arm rests |
| 2. Manufacturer ID #: | NA |
| 2. Condition of Assets: | Non-Working |
| 3. Quantity (Mandatory): | 15 |
| 3. Description: | HON rolling chair, no arm rests |
| 3. Manufacturer ID #: | NA |
| 3. Condition of Assets: | Non-Working |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Blue HON rolling chair with black adjustable arm rests |
| 4. Manufacturer ID #: | NA |
| 4. Condition of Assets: | Non-Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | HON stationary chair |
| 5. Manufacturer ID # | NA |
| 5. Condition of Assets | Non-Working |
| Transferring Dept.: | Juvenile Services |
| Transferring Department Contact Person | Leisa Jones |
| Transferring Dept. Contact Ph#: | Juvenile Services |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ John Pelczar 4/9/2021 3:59 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

| | |
|--------------------------------|----------|
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

| | |
|---|----------------------------------|
| Title: | Leisa Jones,2021-04-16T19:09:06Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Black mini fridge |
| 1. Manufacturer ID #: | NA |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Non-Working |
| Transferring Dept.: | Juvenile Services |
| Transferring Dept. Contact Person | Leisa Jones |
| Transferring Dept. Contact Ph#: | Juvenile Services |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ John Pelczar 4/16/2021 2:11 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|---|-------------------------------------|
| Title: | Jeanne Williby,2021-03-31T16:39:28Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Dell Optiplex 7040 |
| 1. Manufacturer ID #: | BFP0DD2 |
| 1. Oracle Asset #: | 163578 |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Dell Optiplex 7050 |
| 2. Manufacturer ID #: | B9HLJK2 |
| 2. Oracle Asset #: | 200673 |
| 2. Condition of Assets: | Working |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Dell Latitude E6530 |
| 3. Manufacturer ID #: | 4T96H02 |
| 3. Oracle Asset #: | 80141 |
| 3. Condition of Assets: | Working |
| Transferring Dept.: | Mobile Outreach |
| Transferring Department Contact Person | Jeanne Williby |
| Transferring Dept. Contact Ph#: | Mobile Outreach |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Jeanne Williby 3/31/2021 11:39 AM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

| | |
|-----------------------------------|-------------------------------------|
| Title: | Lauren Savelle,2021-04-05T16:19:41Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Portable Fuel dispenser |
| 1. Manufacturer ID #: | 043465 |
| 1. Oracle Asset #: | NOT FOUND IN ORACLE |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Graco Line Driver |
| 2. Manufacturer ID #: | BA1030 |
| 2. Oracle Asset #: | NOT FOUND IN ORACLE |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Aerator 687 |
| 3. Manufacturer ID #: | 44860-230000147 |
| 3. Oracle Asset #: | 37529 |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Lennox A/C system |
| 4. Manufacturer ID #: | 5806J45370 |
| 4. Oracle Asset #: | NOT FOUND IN ORACLE |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Large Auger |
| 5. Manufacturer ID # | A12005C |
| 5. Oracle Asset # | NOT FOUND IN ORACLE |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Parks |
| Transferring Dept. Contact Person | Lauren Savelle |
| | |

Asset Status Change

Asset Status Change

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|---|-------------------------------------|
| Transferring Dept. Contact Ph#: | Parks |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Russell Fishbeck 4/6/2021 8:53 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

| | |
|---|--------------------------------------|
| Title: | Lauren Savelle,2021-04-05T16:15:02Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Miter Saw |
| 1. Manufacturer ID #: | 926584 |
| 1. Oracle Asset #: | NOT FOUND IN ORACLE |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Reciprocating Saw |
| 2. Manufacturer ID #: | 127834 |
| 2. Oracle Asset #: | NOT FOUND IN ORACLE |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Generator |
| 3. Manufacturer ID #: | 2475238 |
| 3. Oracle Asset #: | NOT FOUND IN ORACLE |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Pump Hose Kit |
| 4. Manufacturer ID #: | N/A |
| 4. Condition of Assets: | Unknown |
| 5. Description | Portable flashlight |
| 5. Manufacturer ID # | 873422 |
| Transferring Dept.: | Parks |
| Transferring Dept. Contact Person | Lauren Savelle |
| Transferring Dept. Contact Ph#: | Parks |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Russell Fishbeck 4/13/2021 9:12 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |

Asset Status Change

Asset Status Change

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|--|---|
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: |  |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|---|--------------------------------------|
| Title: | Lauren Savelle,2021-04-05T13:42:49Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Drill Driver |
| 1. Manufacturer ID #: | BB072631819 |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | DeWalt Drill |
| 2. Manufacturer ID #: | N/A |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Portable Bandsaw |
| 3. Manufacturer ID #: | A0408 0306 |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Vise |
| 4. Manufacturer ID #: | N/A |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Portable Battery |
| 5. Manufacturer ID # | N/A |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Parks |
| Transferring Dept. Contact Person | Lauren Savelle |
| Transferring Dept. Contact Ph#: | Parks |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Russell Fishbeck 4/13/2021 9:10 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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|--------------------------------|----------|
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|---|--------------------------------------|
| Title: | Lauren Savelle,2021-04-06T15:49:24Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Stihl 192c Chainsaw |
| 1. Manufacturer ID #: | 279309679 |
| 1. Oracle Asset #: | NOT FOUND IN ORACLE |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Pole Saw |
| 2. Manufacturer ID #: | E08411012901 |
| 2. Oracle Asset #: | 52588 |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Russell A/C Unit RLH 151H22E |
| 3. Manufacturer ID #: | W05H30671101001 |
| 3. Oracle Asset #: | NOT FOUND IN ORACLE |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 10 |
| 4. Description: | Scrap Metal |
| 4. Manufacturer ID #: | N/A |
| 4. Condition of Assets: | Unknown |
| 5. Description | Multimeter |
| 5. Manufacturer ID # | 030400897 |
| 5. Oracle Asset # | NOT FOUND IN ORACLE |
| Transferring Dept.: | Parks |
| Transferring Department Contact Person | Lauren Savelle |
| Transferring Dept. Contact Ph#: | Parks |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Russell Fishbeck 4/6/2021 11:16 AM |
| Transferring Dept. - Elected Official/Dept. | ✗ |

Asset Status Change

Asset Status Change

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|--|----------|
| Head/Auth Staff Signature.: | |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

| | |
|---|--|
| Title: | Lauren Savelle,2021-04-05T16:16:35Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 11 |
| 1. Description: | Stainless steel paper towel dispenser & trash can-wall mount |
| 1. Condition of Assets: | Working |
| Transferring Dept.: | Parks |
| Transferring Department Contact Person | Lauren Savelle |
| Transferring Dept. Contact Ph#: | Parks |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✔ Russell Fishbeck 4/6/2021 8:53 AM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |

Asset Status Change

Asset Status Change

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|---|--------------------------------------|
| Title: | Lauren Savelle,2021-04-09T20:51:43Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Air Compressor |
| 1. Manufacturer ID #: | 21569263 |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Wire Tracer |
| 2. Manufacturer ID #: | N/A |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Portable Car Battery Charger |
| 3. Manufacturer ID #: | N/A |
| 3. Condition of Assets: | Unknown |
| Transferring Dept.: | Parks |
| Transferring Dept. Contact Person | Lauren Savelle |
| Transferring Dept. Contact Ph#: | Parks |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Russell Fishbeck 4/13/2021 9:11 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|---|-----------------------------------|
| Title: | Paul Swisher,2021-04-09T20:06:33Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Andrew Dehydrator MT050-81015 |
| 1. Manufacturer ID #: | 0001MTH0033A |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Andrew Dehydrator MT050-81015 |
| 2. Manufacturer ID #: | 0107MTH2524 |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Andrew Dehydrator MT050-81015 |
| 3. Manufacturer ID #: | 0107MTH2539 |
| 3. Condition of Assets: | Unknown |
| Transferring Dept.: | RCS |
| Transferring Dept. Contact Person | Paul Swisher |
| Transferring Dept. Contact Ph#: | RCS |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Thomas Piche 4/13/2021 2:51 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

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|---|-----------------------------------|
| Title: | Paul Swisher,2021-04-09T20:10:29Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Power One Power Supply 3B63WK09 |
| 1. Manufacturer ID #: | 0098 |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Power One Power Supply 3B63WK09 |
| 2. Manufacturer ID #: | 1129 |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 1 |
| 3. Description: | Power One Power Supply 3B63WK09 |
| 3. Manufacturer ID #: | 1141 |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 1 |
| 4. Description: | Power One Power Supply 3B63WK09 |
| 4. Manufacturer ID #: | 1149 |
| 4. Condition of Assets: | Unknown |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Magnetek Power Supply 3B63WK20 |
| 5. Manufacturer ID # | 1630 |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | RCS |
| Transferring Dept. Contact Person | Paul Swisher |
| Transferring Dept. Contact Ph#: | RCS |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Thomas Piche 4/13/2021 2:52 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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|--------------------------------|----------|
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Asset Status Change

| | |
|---|---|
| Title: | i:0#.f[membership mjohnson@wilco.org - 20-01-2021 |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 9 |
| 1. Description: | Monitors & Monitor Stands |
| 1. Manufacturer ID #: | N/A |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 2 |
| 2. Description: | Dell Laptops |
| 2. Manufacturer ID #: | 36KY8W1, CFKT2G2 |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 4 |
| 3. Description: | Laptop desktop docking stations |
| 3. Manufacturer ID #: | N/A |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 2 |
| 4. Description: | 5 door and 4 drawer black filing cabinet |
| 4. Manufacturer ID #: | N/a |
| 4. Condition of Assets: | Working |
| 5. Quantity (Mandatory): | 1 |
| 5. Description | Aleratec DVD Duplicator |
| 5. Manufacturer ID # | 00372-004105 |
| 5. Condition of Assets | Unknown |
| Transferring Dept.: | Sheriff's Office |
| Transferring Department Contact Person | Mary Johnson |
| Transferring Dept. Contact Ph#: | 512-943-1313 |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Ken Evans 4/8/2021 12:21 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✗ |

Asset Status Change

Asset Status Change

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|-------------------------------------|------------------|
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Asset(s) delivered to warehouse on: | 3/31/2021 |
| Delivered to warehouse by: | Joshua Henderson |

Asset Status Change

Asset Status Change

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|---|--|
| Title: | Julie Schultz,2021-04-14T19:19:35Z |
| Disposal Method: | SALE at the earliest auction |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Canon PowerShot A2000 IS Camera |
| 1. Manufacturer ID #: | 8826485415 |
| 1. Oracle Asset #: | N/A |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Pentax Optio Z10 - WCSO 02437 |
| 2. Manufacturer ID #: | 4350378 |
| 2. Oracle Asset #: | NOT FOUND IN ORACLE |
| 2. Condition of Assets: | Unknown |
| 3. Quantity (Mandatory): | 6 |
| 3. Description: | L3 Mobile Vision Body Cams |
| 3. Manufacturer ID #: | 1041510166, 1041510229, 1041510239, 1081513718, 1041510094, 1041510050 |
| 3. Oracle Asset #: | mobile vision all retired under SO |
| 3. Condition of Assets: | Unknown |
| 4. Quantity (Mandatory): | 11 |
| 4. Description: | Apple iPad |
| 4. Manufacturer ID #: | DMPNX14JF4YF, F6QVQ05EF4YF, DMPNX0YYF4YF, DMPNX150F4YF, DMPNX178F4YF, DMPNX2QCF4YF, DMPNWDW0F4YF, DMPNX200F4FYFDMPNX0EEF4YF, DMPNX0VKF4YF, DMPNWDH8F4YF, |
| 4. Oracle Asset #: | 115323, NOT FOUND, 115318, 115324, NOT FOUND, 115332, DMPNWDW0F4YF, NOT FOUND, 115309, 115313, 115305 |
| 4. Condition of Assets: | Unknown |
| Transferring Dept.: | Sheriff's Office |
| Transferring Dept. Contact Person | Julie Schultz |
| Transferring Dept. Contact Ph#: | Sheriff's Office |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✓ Ken Evans 4/15/2021 7:11 AM |

Asset Status Change

Asset Status Change

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| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✗ |
| Purchasing Final Determination | Auction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26436 |

Asset Status Change

Commissioners Court - Regular Session**10.****Meeting Date:** 05/04/2021

Assets for Destruction Monthly Report 5.4.21

Submitted For: Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction for the period of 04/01/2021 through 04/30/2021.

Background

Please see the attached list for details.

Fiscal Impact

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

Attachments

Assets for Destruction 4.30.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 04/29/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

04/29/2021 08:33 AM

04/29/2021 08:37 AM

Started On: 04/16/2021 11:09 AM

April 2021

MONTHLY REPORT

Court Date:

5/4/2021

Williamson County - Assets for Destruction

Agenda #:

26437

| Item | Serial Number | Quantity | Dept. |
|-------------------|------------------|----------|-------------|
| Motorola XTL 2500 | 514CGF0433/47415 | 1 | Constable 1 |
| Motorola XTL 2500 | 514CGR0487/47589 | 1 | Constable 1 |

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Asset Status Change

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|---|--|
| Title: | Paul Swisher,2021-04-15T23:55:54Z |
| Disposal Method: | DESTRUCTION due to Public Health/Safety or no apparent value |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | Motorola XTL 2500 |
| 1. Manufacturer ID #: | 514CGF0433 / 47415 |
| 1. Oracle Asset #: | 47415 |
| 1. Condition of Assets: | Unknown |
| 2. Quantity (Mandatory):: | 1 |
| 2. Description: | Motorola XTS 2500 |
| 2. Manufacturer ID #: | 514CGR0487 / 47589 |
| 2. Oracle Asset #: | 47589 |
| 2. Condition of Assets: | Unknown |
| Transferring Dept.: | Constables 1 |
| Transferring Dept. Contact Person | Jeff Parker |
| Transferring Dept. Contact Ph#: | Constables 1 |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Patrick Youngren 4/15/2021 7:52 PM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Destruction |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26437 |

Asset Status Change

Commissioners Court - Regular Session**11.****Meeting Date:** 05/04/2021

Assets for Transfer Monthly Report 5.4.21

Submitted For: Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer for the period of 04/01/2021 through 04/30/2021.

Background

Please see attached list for details

Fiscal Impact

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

Attachments

Assets for Transfer 4.30.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 04/29/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

04/29/2021 08:33 AM

04/29/2021 08:38 AM

Started On: 04/16/2021 11:10 AM

April 2021

MONTHLY REPORT

Court Date:

5/4/2021

Williamson County - Assets for Transfer

Agenda #:

26438

| Item | Serial Number | Quantity | FROM DEPT. | TO DEPT. |
|--|---------------|----------|---------------------|-----------|
| Build in Style Shelf Units | | 3 | Information Systems | Elections |
| HON 5 drawer filing cabinet w/lock&key | | 1 | Sheriff's Office | Parks |
| File Trays | | 8 | Sheriff's Office | Parks |

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Asset Status Change

| | |
|---|--|
| Title: | Julie Schultz,2021-04-01T15:14:42Z |
| Disposal Method: | TRANSFER between county departments |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 3 |
| 1. Description: | Built-In Style Shelf Units |
| 1. Manufacturer ID #: | n/a |
| 1. Condition of Assets: | Working |
| Transferring Dept.: | Information Systems |
| Transferring Dept. Contact Person | Julie Schultz |
| Transferring Dept. Contact Ph#: | Information Systems |
| Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature: | ✔ Tammy McCulley 4/1/2021 11:07 AM |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature.: | ✘ |
| Receiving Dept. | Elections |
| Receiving Department Contact Person: | Julie Seippel |
| Receiving Dept. Contact Ph#: | 512-943-1631 |
| Receiving Dept. - Elected Offic./Dept. Head/Auth Staff: | Christopher J. Davis |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✔ Christopher J. Davis 4/13/2021 9:48 AM |
| Purchasing Final Determination | Internal Department Transfer |
| Court Date: | 5/4/2021 |
| Agenda Item: | 26438 |

Asset Status Change

Asset Status Change

| | |
|---|---|
| Title: | Virginia Johnson,2021-03-11T15:33:33Z |
| Disposal Method: | TRANSFER between county departments |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 1 |
| 1. Description: | HON - 5 drawer filing cabinet with lock & key |
| 1. Condition of Assets: | Working |
| 2. Quantity (Mandatory):: | 8 |
| 2. Description: | File Trays |
| Transferring Dept.: | Sheriff's Office |
| Transferring Department Contact Person | Virginia Johnson |
| Transferring Dept. Contact Ph#: | Sheriff's Office |
| Transferring Dept. - Elected Official/Dept. Head/AuthStaff Signature: | ✓ Pat Erickson 3/24/2021 2:44 PM |
| Transferring Dept. - Elected Official/Dept. Head/Auth Staff Signature.: | ✗ |
| Receiving Dept. | Parks |
| Receiving Department Contact Person: | Benita Bonner |
| Receiving Dept. Contact Ph#: | 512.943.1926 |
| Receiving Dept. - Elected Official/Dept. Head/Auth Staff: | Benita Bonner |
| Receiving Depart. - Elected Official/Dept. Head/Auth Staff Signature: | ✓ Benita Bonner 4/6/2021 1:51 PM |
| Purchasing Final Determination | Internal Department Transfer |
| Court Date: | 5/4/2021 |

Asset Status Change

Commissioners Court - Regular Session**12.****Meeting Date:** 05/04/2021

V/E Sale to Insurance 5.4.21

Submitted For: Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Sale to Insurance including One (1) 2017 Chevy Tahoe, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

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

Attachments

V/E Sale to Insurance 5.4.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 04/29/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

04/29/2021 10:13 AM

04/29/2021 10:19 AM

Started On: 04/23/2021 01:26 PM

Vehicle Status Change

| | |
|---|---|
| Reason for Status Change | ACCIDENT |
| Department | 560 - Sheriffs Office |
| County VIN/Serial Number | 1GNLCDEC2HR192177 |
| Equipment/Door Number | SB1716 |
| License Plate | JGZ9759 |
| Year | 2017 |
| Make | Chevrolet |
| Model | Tahoe |
| Comments (mileage, mechanical issues, other info) | total loss from accident on 3/02/2021, current mileage 66,901 |
| Elected Official/Department Head/Authorized Staff Digital Signature | ✓ Pat Erickson 4/22/2021 11:07 AM |
| Receiving Department Signature | ✗ |
| Method of Status change: This vehicle is to be considered for: (select one) | Sale to insurance |
| Fleet Comments | Insurance declared a total loss |
| Authorized Fleet Staff Digital Signature | ✓ Kevin Teller 4/22/2021 11:35 AM |
| The listed vehicle was involved in an accident. No pending litigation has been confirmed. | Confirmed |
| Authorizing HR Employee Digital Signature | ✓ Malea Schmitt 4/22/2021 2:25 PM |
| Title Approved for (Audit) | No change needed; current title is still valid |
| Auditor's Authorized Employee Digital Signature | ✓ Anabel Macias 4/23/2021 11:55 AM |
| Purchasing Department Signature Acknowledgement | ✓ Mary Watson 4/23/2021 1:16 PM |

Vehicle Status Change

Commissioners Court - Regular Session**13.****Meeting Date:** 05/04/2021

County Attorney March 2021 Monthly Report

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney March 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

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

Attachments

March report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 04/23/2021

Reviewed By

Andrea Schiele

Date

04/23/2021 11:37 AM

Started On: 04/23/2021 08:39 AM

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of March, 2021.

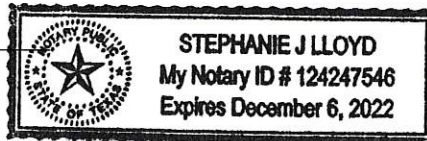
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 23rd day of April, 2021, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



CA - AR Receipts

| GL Revenue Object | GL Revenue Fund | Receipt Source | Receipt Date | Receipt Number | Receipt Comment | Receipt Amount |
|-------------------|-----------------|------------------------|--------------|----------------|--|----------------|
| 207015 | 0100 | CO ATTY | 03-Mar-2021 | 29809 | 2019-5928 2019-1052 | \$ 120.00 |
| | | | 05-Mar-2021 | 29824 | 2020-1507 | \$ 717.57 |
| | | | 12-Mar-2021 | 29849 | 2020-2377 2020-1682 2019-6214 | \$ 920.00 |
| | | | 17-Mar-2021 | 29866 | 2019-2964 2019-6314 2020-0822 | \$ 180.00 |
| | | | 18-Mar-2021 | 29872 | 2019-6113 2019-2647 | \$ 310.00 |
| 207015 Total | | | | | | \$ 2,247.57 |
| 341300 | 0406 | CO ATTY HC FEES | 11-Mar-2021 | 29846 | CHECK FEES - FEB 2021 | \$ 125.00 |
| 341300 Total | | | | | | \$ 125.00 |
| 351000 | 0364 | CO ATTY INTERVENTION | 02-Mar-2021 | 29802 | 2018-6695 2019-0212 2019-1052 | \$ 1,500.00 |
| | | | 04-Mar-2021 | 29818 | 2019-6732 2019-3559 | \$ 540.00 |
| | | | 08-Mar-2021 | 29831 | 2020-2032 2019-3559 | \$ 460.00 |
| | | | 10-Mar-2021 | 29841 | 2019-2964 2020-1682 2020-3341 | \$ 1,220.00 |
| | | | 12-Mar-2021 | 29849 | 2019-6214 2020-2372 2020-3537 | \$ 1,220.00 |
| | | | 15-Mar-2021 | 29853 | 2020-3718 | \$ 500.00 |
| | | | 17-Mar-2021 | 29866 | 2019-6314 2020-0822 2020-1511 2020-1593 | \$ 2,000.00 |
| | | | 24-Mar-2021 | 29890 | 2020-0204 2020-0947 | \$ 860.00 |
| | | | 26-Mar-2021 | 29898 | 2019-6461 | \$ 500.00 |
| | | | 29-Mar-2021 | 29902 | 2020-0876 | \$ 500.00 |
| | | CO ATTY INTERVENTION 1 | 19-Mar-2021 | 29876 | 2019-6732 2019-3559 | \$ 40.00 |
| | | CO ATTY INTERVENTION 2 | 19-Mar-2021 | 29876 | 2019-3559-*REFUND* | (\$ 40.00) |
| | | CO ATTY INTERVENTION 3 | 19-Mar-2021 | 29876 | 2019-4138 2019-5115 2019-6113 23020-0580 2020-0596 | \$ 2,500.00 |
| 351000 Total | | | | | | \$ 11,800.00 |
| 365100 | 0100 | CO ATTY | 24-Mar-2021 | 29890 | 2019-3387 | \$ 300.00 |
| | | | 26-Mar-2021 | 29898 | 2019-3387 | (\$ 300.00) |
| 365100 Total | | | | | | \$.00 |
| Grand Total | | | | | | \$ 14,172.57 |

Criminal Restitution March 2021

| Date | Payor | Amount | Case # | Deposit Date |
|-----------|---------------------------|------------------|-----------|--------------|
| 2/25/2021 | Andrea Foster | \$ 60.00 | 2019-5928 | 3/1/2021 |
| 2/26/2021 | Ashley Carroll | \$ 60.00 | 2019-1052 | 3/1/2021 |
| | | \$ 120.00 | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 3/2/2021 | Isaac McLaughlin | \$ 717.57 | 2020-1507 | 3/4/2021 |
| | | \$ 717.57 | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 3/9/2021 | Krissa Castro | \$ 800.00 | 2020-2377 | 3/11/2021 |
| 3/9/2021 | John Contreras | \$ 60.00 | 2020-1682 | 3/11/2021 |
| 3/10/2021 | Wanda Evans | \$ 60.00 | 2019-6214 | 3/11/2021 |
| | | \$ 920.00 | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 3/13/2021 | Hector Reyna | \$ 60.00 | 2019-2964 | 3/16/2021 |
| 3/15/2021 | Lucas Bradley | \$ 60.00 | 2019-6314 | 3/16/2021 |
| 3/15/2021 | Kyle Matyas | \$ 60.00 | 2020-0822 | 3/16/2021 |
| | | \$ 180.00 | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 3/17/2021 | Christine Jay Shelby | \$ 60.00 | 2019-6113 | 3/18/2021 |
| 3/17/2021 | Jackqueline Deshawn Chase | \$ 250.00 | 2019-2647 | 3/18/2021 |
| | | \$ 310.00 | | |

Disbursement Summary

Check Fee March 2021

TXWILLIAMSONP
ROD

Collection Date Range: 02/01/2021 - 02/28/2021

Ignore Tender Holds: No

Final Copy

County Attorney

County Attorney Bank

Williamson County Treasurer - HC

Disbursement Summary

| Code Word | Description | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|-----------|-------------|-----------------------|---------------------|-----------------------|-----------------|---------------------|
| CHKFEE | Check Fee | 125.00 | 0.00 | 0.00 | 0.00 | 125.00 |

| Disbursement Summary Totals | | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|-----------------------------|--|-----------------------|---------------------|-----------------------|-----------------|---------------------|
| | | 125.00 | 0.00 | 0.00 | 0.00 | 125.00 |

Disbursement Detail

| Check ID Number | Defendant | Code | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|-----------------|------------------------------------|--------|-----------------------|---------------------|-----------------------|-----------------|---------------------|
| 99-138250 | BRITE, THOMAS (PID #: 541360) | CHKFEE | 15.00 | 0.00 | 0.00 | 0.00 | 15.00 |
| 19-00375 | Parish, Cynthia R (PID #: 1636901) | CHKFEE | (15.00) | 0.00 | 0.00 | 0.00 | (15.00) |
| 20-00022 | Salyer, James D (PID #: 393702) | CHKFEE | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 |
| 20-00128 | Salyer, James D (PID #: 393702) | CHKFEE | 75.00 | 0.00 | 0.00 | 0.00 | 75.00 |
| Totals: | | | 125.00 | 0.00 | 0.00 | 0.00 | 125.00 |

PTI Fee March 2021

| | | | | |
|-----------|-----------------------------|--------------------|-----------|-----------|
| 2/26/2021 | Edward Rodriguez | \$ 500.00 | 2018-6695 | 3/1/2021 |
| 2/26/2021 | Katie Lynn Langley | \$ 500.00 | 2019-0212 | 3/1/2021 |
| 2/26/2021 | Ashley Brook Carroll | \$ 500.00 | 2019-1052 | 3/1/2021 |
| | | \$ 1,500.00 | | |
| 3/2/2021 | Aaron Andrew NeQuent | \$ 500.00 | 2019-6732 | 3/3/2021 |
| 3/2/2021 | Sean Cedric Peebles | \$ 40.00 | 2019-3559 | 3/3/2021 |
| | | \$ 540.00 | | |
| 3/3/2021 | Sean Cedric Peebles | \$ (40.00) | 2019-3559 | 3/5/2021 |
| 3/4/2021 | Bellissima Adriana Rahmeier | \$ 500.00 | 2020-2932 | 3/5/2021 |
| | | \$ 460.00 | | |
| 3/8/2021 | Hector Reyna | \$ 360.00 | 2019-2964 | 3/10/2021 |
| 3/8/2021 | Teresa Sanchez | \$ 360.00 | 2020-3341 | 3/10/2021 |
| 3/9/2021 | John Contreras | \$ 500.00 | 2020-1682 | 3/10/2021 |
| | | \$ 1,220.00 | | |
| 3/11/2021 | Jack Adams | \$ 360.00 | 2020-2372 | 3/12/2021 |
| 3/10/2021 | Vielka Heitz | \$ 500.00 | 2020-3537 | 3/12/2021 |
| 3/10/2021 | Wanda Evans | \$ 360.00 | 2019-6214 | 3/12/2021 |
| | | \$ 1,220.00 | | |
| 3/12/2021 | Marcos Alexander Chavira | \$ 500.00 | 2020-3718 | 3/15/2021 |
| | | \$ 500.00 | | |
| 3/15/2021 | Lucas Bradley | \$ 500.00 | 2019-6314 | 3/17/2021 |
| 3/15/2021 | Kyle Matyas | \$ 500.00 | 2020-0822 | 3/17/2021 |
| 3/15/2021 | Sean Bouzek | \$ 500.00 | 2020-1511 | 3/17/2021 |
| 3/16/2021 | Luis Jaimes Martinez | \$ 500.00 | 2020-1593 | 3/17/2021 |
| | | \$ 2,000.00 | | |
| 3/17/2021 | Salvador Martinez | \$ 500.00 | 2019-4138 | 3/19/2021 |
| 3/17/2021 | Jaydae Vianey Campa | \$ 500.00 | 2019-5115 | 3/19/2021 |
| 3/17/2021 | Christine Jay Shelby | \$ 500.00 | 2019-6113 | 3/19/2021 |
| 3/18/2021 | Darla Kelley | \$ 500.00 | 2020-0580 | 3/19/2021 |
| 3/18/2021 | Damaris Thongsavanh | \$ 500.00 | 2020-0596 | 3/19/2021 |
| | | \$ 2,500.00 | | |
| 3/23/2021 | Chrystal Marie LaMere | \$ 360.00 | 2020-0204 | 3/24/2021 |
| 3/23/2021 | Noretta Gay Bush | \$ 500.00 | 2020-0947 | 3/24/2021 |
| | | \$ 860.00 | | |
| 3/24/2021 | Myrriah Ralls | \$ 500.00 | 2019-6461 | 3/26/2021 |
| | | \$ 500.00 | | |
| 3/26/2021 | Victor Gutierrez-Rivas | \$ 500.00 | 2020-0876 | 3/29/2021 |
| | | \$ 500.00 | | |

PTI Court Appointed Fee March 2021

| | | | | | |
|-----------|----------------------|-------------|-----------|-----------|--------|
| 3/23/2021 | Bonita Corpus Duarte | \$ 300.00 | 2019-3387 | 3/24/2021 | |
| 3/24/2021 | Bonita Corpus Duarte | \$ (300.00) | 2019-3387 | 3/26/2021 | REFUND |

Commissioners Court - Regular Session**14.****Meeting Date:** 05/04/2021

acknowledgement/recognition/approval of WCCF board appointments

Submitted For: Gary Boyd**Submitted By:** Gary Boyd, Parks**Department:** Parks**Agenda Category:** Consent

Information**Agenda Item**

Acknowledge and consent to appointments to the Williamson County Conservation Foundation Board of Directors for the terms ending April 2023 and recognize the election of officers for the term ending April 2022.

Background

At its April 28, 2021 Annual Meeting (12th) the Williamson County Conservation Foundation (WCCF) board consented to seat the following individuals for board membership for two year terms (ending approximately April 26, 2023): Valerie Covey, Cynthia Long and Doug Fell.

Also, election of officers was held for position terms ending April 2022: Valerie Covey - President; Cynthia Long - Vice-president; WCCF Director (Environmental Program Coordinator (currently Gary Boyd) - Secretary/Treasurer (non-voting position).

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 04/29/2021

Reviewed By

Andrea Schiele

Date

04/29/2021 11:54 AM

Started On: 04/29/2021 11:46 AM

Commissioners Court - Regular Session**15.****Meeting Date:** 05/04/2021

InTune and AAD Device MGMT change order

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving a Change Order for the purchase of In Tune and AAD Device MGMT in the amount of \$9,625, as per DIR contract #DIR-CPO-4398, previously approved under agenda item #28 on August 04, 2020 and authorizing the execution of the change order.

Background

The IT Department is requesting an additional 40 hours for a Solution Architect to complete the auto-pilot process, Project Management is also included, so that business goals can be met. Department Contact: Richard Semple. Funding Source: CARES.

Fiscal Impact

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

Attachments

change order

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 04/29/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

04/29/2021 10:37 AM

04/29/2021 10:40 AM

Started On: 04/26/2021 08:14 AM

CHANGE REQUEST FORM

| | |
|--------------------------------------|----------------------------|
| Project Name | InTune and AAD Device MGMT |
| Customer Name | Williamson County, TX |
| Change Request Number/Version | 1.4 DIR CPO 4398 |
| Date | 042221 |
| Submitted by | Jim Sheridan |
| Change Evaluator | |

| | |
|---|--|
| Description of Change | |
| Add an additional 40 hours for the complete auto-pilot process | |
| Reason for Change | |
| Requested by WilCo to meet business goals. | |
| Impact of Change | |
| Schedule: | Extends support |
| Scope: | Auto-pilot process |
| Price: | Solution Architect 40 hours \$225.00 P/Hr. \$9000.00 Project Management 5 Hours \$625.00 Total change order: \$9625.00 |
| Additional Comments | |
| SHI'S PARTNER, VETCORP, WILL CONTINUE WORK ON THIS PROJECT AS REQUESTED BY WILCO. | |

| | | | |
|--|---------------------|----------------|----------|
| Signatures | | | |
| Status: Accepted/Rejected | | Reason: | |
| Customer Name Project Manager Approval: | | Date: | |
| SHI Project Manager Approval: | <i>Jim Sheridan</i> | Date: | 04/27/21 |

Commissioners Court - Regular Session**16.****Meeting Date:** 05/04/2021

ESOC Water Softener Install

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving agreement between Williamson County and American Water Kinetico for the purchase and installation of a commercial hydrys softener at the Williamson County ESOC located at 911 Tracy Chambers Ln, Georgetown, TX 78626 in the amount of \$10,276.26 and authorizing the execution of this agreement.

Background

This agreement is for the installation of a Kinetico Commerical Hydrys 124 Simplex Softener at the ESOC per the attached quote. Three (3) quotes were obtained. Department point of contact is Jack Combs. Funding source is 01. [100.1071.4509](#).

Fiscal Impact

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

Attachments

quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 04/29/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

04/29/2021 10:43 AM

04/29/2021 10:56 AM

Started On: 04/26/2021 08:16 AM



Prepared for:

WILCO EMERGENCY SERVICES

911 Tracy Chambers Lane, Georgetown, TX 78626

512-844-7378

Attn: JACK COMBS

Jack.combs@wilco.org

Prepared by:

Jennifer Byrd *"The Water Girl"*
Vice President of Sales

Office: 512-388-0022

Mobile: 512-994-5904

530 S IH 35, Round Rock, TX

1320 US-290, Dripping Springs, TX



www.AmericanWaterTX.com



American Water has been supplying home and business owners with quality Kinetico water treatment products for more than 30 years. Kinetico water filtration systems are specifically engineered to remove any impurities from your water so, simply, it will be just that: water. The Kinetico products we offer utilize state of the art technologies to provide home and business owners with a clean, safe water filtration system that is both environmentally conscious and cost-effective.

Since 1970, Kinetico has consistently been engineering and producing industry-leading water softeners and water filtration systems. Accordingly, Kinetico water softeners have been consistently awarded with Consumer Digest's Best Buy rating, while the Kinetico line of water filtration products will reliably leave your Austin home or business with the cleanest, purest water available.

Serving the Austin, Round Rock and Greater Central Texas communities. We carry a full line of Kinetico's innovative water filtration systems including water softeners, drinking water systems, reverse osmosis systems, and home water filtration systems, among others. We appreciate your consideration and hope to have you in our American Water family!

Authorized Dealer

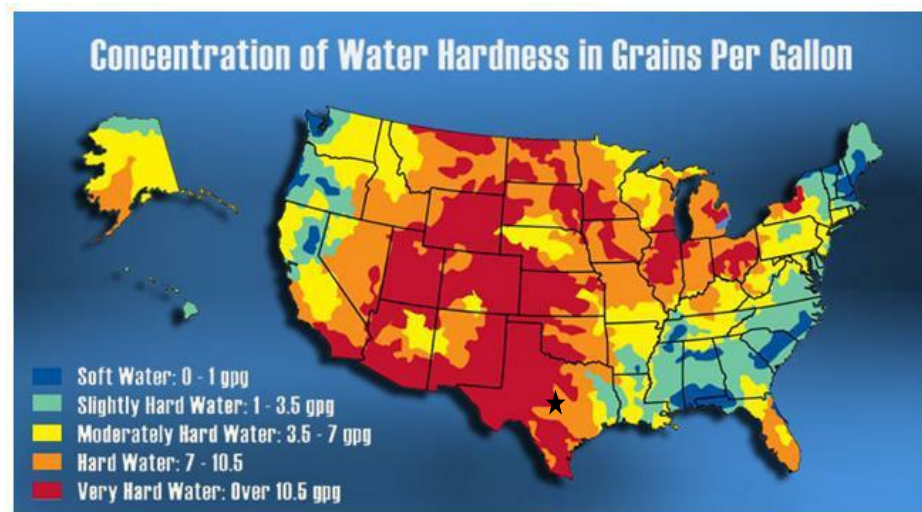


Effects of Hard Water

Most businesses are aware of the quality of water in Round Rock and the damaging effect it has on appliances, water heaters, fixtures and anything that touches the water.

- Reduced energy efficiency of the Water Heater
- Reduction in life span of Water Heater, Appliances & Plumbing
- Increased Maintenance Repair Costs due to scale & calcium build up
 - Water Heater
 - Appliances
 - Faucets and Fixtures
- Appliance repair and maintenance increases due to water quality issues
- Reduction in water flow in pipes

With hard water, appliances useful life is cut in half, which in turn requires more cost for replacement and repair. Per water heater manufacturer, Noritz, “If you do live in an area that has very hard water it will eventually harm the performance of your tankless water heater. Some things you can do is to add a water treatment system which prevents scale from forming inside the heater’s copper piping, such as a whole-house water softener system



Results of Soft Water

Water softening takes hard water and makes it soft by eliminating dissolved minerals (calcium, magnesium and iron) from water.

- Increased efficiency of the Water Heater
- Increase longevity of Water Heater, Appliances & Plumbing
- Decreased Maintenance Repair Costs due to scale & calcium build up
 - Water Heater
 - Appliances
 - Faucets and Fixtures
- Appliance repair and maintenance decreases due to improved water quality
- Increase water flow in pipes

Extend the Life of Your Water Heater: Mineral buildup in a water heater can cause clogs and overheating, which creates excessive wear on your water heater. A water softener can prevent any clogs caused by minerals, and prevent those same minerals from blocking and coating heating elements, extending the life of your water heater.

Save Energy and Money: When mineral deposits clog up a drain, water can't move through the piping, and the water heater has to work harder to push it through. This means it's using more energy than necessary to do its job. Overworking the heating element will also cause a heater to use excessive energy—and this all adds up to high energy bills. Water softeners keep tankless water heaters operating efficiently by helping to maintain the health of pipes and heating elements, and making sure they stay clear of deposits.

If you invest in a more energy-efficient water heater, like a tankless one, you should also consider protecting that investment from unnecessary wear and tear by including a water softener system that can break down the damaging heavy minerals in our water. And, while it's true that tankless water heaters are more expensive than traditional ones with tanks, the advantages, both immediate and long-term, can definitely outweigh the cost when paired with a water softener that prolongs its life. (Information provided by Bell Brothers, Plumbing, Heating & Air)

Proposed Kinetico Hydrus Solution

Unit will be installed at current Loop Location. Unit will require (1) 110v outlet to operate and needs to be supplied by the facility. After review of the plans provided the existing water line is 4", however, your plans reflect an addition of a PRV (Pressure Reducing Valve) which reduces the line to 2 ½". Unless otherwise advised, I have sized this equipment based on the 2 ½" feed. Equipment will be plumbed using SCH80, if Copper is requested, there will be a price adjustment on the pricing.

Kinetico Commercial Hydrus 124 Simplex Softener

- Electric System
- Single Tank
- See Supplied Specs.
- Metered System for Regeneration Efficiency
- Made and Manufactured in the USA
- Equipment installed by Certified Kinetico Installer

Purchase Option:

\$10,276.26 includes standard Installation and Materials
Tax Exempt – Certificate Received – 4/22/2021

OR

Lease Option with \$1 Buyout at Term End Available Upon Request

6 Month Inspection (\$135)

Kinetico Softener:

1. Test Bypass Valve Function
2. Test Raw Water
3. Test Treated Water
4. Check head settings and adjust if applicable
5. Check and inspect all connection lines
6. Inspect Salt Tank including brine valve and setting
7. Add Salt as needed (\$8.95 per bag)
8. Record Results

*We also offer salt by the Pallet – 63 bags at \$8.00 per bag

Commissioners Court - Regular Session**17.****Meeting Date:** 05/04/2021

Approve addendum with ESO Solutions Inc.

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the addendum to the Subscription Agreement with ESO Solutions, Inc, originally approved on 09.30.2014 under agenda item #28 for data export and authorizing the execution of the addendum.

Background

The execution of this agreement would allow Williamson County EMS automatic access to all electronic patient care record data for internal quality assurance purposes. This data export incorporates existing license and BAA agreements. The software license and BAA will govern this smaller transaction. The annual amount is \$1,895.00. Mike Knipstein is the point of contact and the funding source: 0100-0540-004210.

Fiscal Impact

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

Attachments

Original Agreement

Vendor Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 04/29/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

04/29/2021 08:51 AM

04/29/2021 08:56 AM

Started On: 04/28/2021 04:46 PM

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "**Agreement**") is entered into this 23 day of December, 2014 ("**Effective Date**") by and between ESO SOLUTIONS, INC., a Texas corporation with its principal place of business at 9020 N Capital of Texas Highway, Building 11-300, Austin, Texas 78759 ("**ESO**"), and Williamson County, with its principal place of business at 710 Main St., Suite 101, Georgetown, TX 78626 ("**Customer**") (each a "**Party**" and collectively the "**Parties**").

WHEREAS, ESO is in the business of providing software services (the "**Services**") to businesses, counties, and municipalities; and

WHEREAS, Customer desires to obtain these Services from ESO, all upon the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Customer, the Parties mutually agree to the following:

1. **Services.** ESO agrees to provide Customer the Services selected by Customer on Exhibit A attached hereto and incorporated by reference herein. Customer agrees that Services purchased hereunder are neither contingent on the delivery of any future functionality or future features, nor dependent on any oral or written public comments made by ESO regarding future functionality or future features.

The parties acknowledge that Customer is migrating ePCR vendors from emsCharts, Inc. to ESO. Provided Customer goes live with ESO ePCR on or about October 31, 2014, ESO agrees to make best efforts to begin the process of receiving and archiving Customer's data from emsCharts within 60 days of Customer's go-live date and will use best efforts to ensure emsCharts data is available in the archive search feature and AdHoc reporting an additional 120 days after that.

2. **Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate two years after the Effective Date ("**Initial Term**"). THE AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS OF ONE YEAR, UNLESS ONE PARTY GIVES THE OTHER PARTY WRITTEN NOTICE THAT THE AGREEMENT WILL NOT RENEW, AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CURRENT TERM.

3. **Subscription Fees, Invoices and Payment Terms.**

- a. **Subscription Fees.** Customer shall pay to ESO the fees for the Services as described in Exhibit A (the "**Subscription Fees**"). ESO may evaluate Customer's usage and adjust Customer's invoice based on changes in Customer usage as indicated in Exhibit A. ESO shall have the option to increase pricing, except during the Initial Term, as long as it provides at least sixty (60) days' notice of such increase to Customer prior to automatic renewal under Section 2 above, which increase shall not exceed 9% per annum.
- b. **Payment Terms.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

4. **Termination.**

- a. **Termination by Customer for ESO Default.** If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Customer ("**ESO Default**"), Customer may terminate this Agreement without incurring further liability, except for the payment of all accrued but unpaid Subscription Fees. If ESO is unable to provide Service(s) for ninety (90) consecutive days due to a Force Majeure event as defined in Section 16a, *Force Majeure*, Customer may terminate the affected Service(s) without liability to ESO. In the event of an ESO Default under this provision, ESO agrees to refund any unearned Subscription Fees.
- b. **Termination by ESO for Customer Default.** ESO may terminate this Agreement with no further liability if (i) Customer fails to pay for Services as required by this Agreement and such failure remains uncorrected for five (5) days following written notice from ESO, or (ii) Customer fails to perform any other material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from ESO (collectively referred to as "**Customer Default**"). In the event of a Customer Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Services being provided to Customer; (iii) terminate the right to use the Software on the web and/or mobile devices; (iv) apply interest to the amount past due, at the rate of one and one-half percent (1½%) (or the maximum legal rate, if less) of the unpaid amount per month; (v) offset any amounts that are owed to Customer by ESO against the past due amount then owed to ESO; and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If ESO terminates this Agreement due to a Customer Default, Customer shall remain liable for all accrued Subscription Fees. In addition, Customer agrees to pay ESO's reasonable expenses (including attorney and collection fees) incurred in enforcing ESO's rights in the event of a Customer Default.
- c. **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 one hundred twenty (120) days written notice thereof.

5. **Delivery of Data upon Expiration or Termination of Agreement.** If Customer requests its data within thirty (30) days of expiration of this Agreement, or the termination of this Agreement pursuant to Section 4 above, ESO shall deliver to Customer its data. ESO shall make reasonable and good faith efforts to accommodate Customer's preference for the type of media for delivery. Customer shall reimburse ESO for the cost of the media on which Customer's data is delivered to Customer.
6. **System Maintenance.** In the event ESO determines that it is necessary to interrupt the Services or that there is a potential for Services to be interrupted for the performance of system maintenance, ESO will use good-faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6 a.m. Central Standard Time). In no event shall interruption of Services for system maintenance constitute a failure of performance by ESO.
7. **Access to Internet.** Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet, and ESO makes no representations to Customer regarding the reliability, performance or security of any particular network or provider.
8. **Mobile Software.** If Customer elects to use ESO's Mobile Software (the "**Software**"), the provisions of this Section shall apply.
 - a. **Use of Software.** Subject to the terms, conditions and restrictions in this Agreement and in exchange for the Mobile Software Interface Fees and/or Subscription Fees, ESO hereby grants to Customer a non-exclusive, world-wide, non-transferable rights, for the Term of this Agreement, to use and copy (for installation and backup purposes only) the Software to the units for which the Mobile Software Interface has been purchased.
 - b. **Ownership and Restrictions.** This Agreement does not convey any rights of ownership in or title to the Software or any copies thereof. All right, title and interest in the Software and any copies or derivative works thereof shall remain the property of ESO. Customer will not: (i) disassemble, reverse engineer or modify the Software; (ii) allow any third party to use the Software; (iii) use the Software as a component in any product or service provided by Customer to a third party; (iv) transfer, sell, assign, or otherwise convey the Software; (v) remove any proprietary notices placed on or contained within the Software; or (vi) copy the Software except for backup purposes. Customer agrees to keep the Software free and clear of all claims, liens, and encumbrances.
 - c. **Mobile Software Interface Fee.** The Mobile Software Interface Fee is non-refundable. The Software shall be deemed accepted upon delivery to Customer.
 - d. **Title.** ESO hereby represents and warrants to Customer that ESO is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of a breach or threatened breach of the foregoing representation and warranty, Customer's sole remedy shall be to require ESO to either: (i) procure, at ESO's expense, the right to use the Software, or (ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.
9. **Support and Updates.** During the Term of this Agreement, ESO shall provide Customer the support services and will meet the service levels as set forth in Exhibit B attached hereto and incorporated herein. ESO will also provide Updates to Customer, in accordance with Exhibit B.
10. **Other Services.** Upon request by Customer, ESO may provide services related to the Software other than the standard support described above at ESO's then-current labor rates. This may include on-site consultation, configuration, and initial technical assistance and training for the purpose of installing the Software and training selected personnel on the use and support of the Software. ESO shall undertake reasonable efforts to accommodate any written request by Customer for such professional services.
11. **Indemnification by Customer.** Only to the extent authorized under Texas law, Customer will defend and indemnify ESO from any and all claims brought by third parties against ESO and will hold ESO harmless from all corresponding losses incurred by ESO arising out of or related to (i) Customer's misuse of the Services and/or Software, (ii) any services provided by Customer to third parties, or (iii) Customer's negligence, inaction or omission in connection with the services it provides to third parties.
12. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. ADDITIONALLY, ESO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THAT ESO HAS, PRIOR TO SUCH TIME, COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR PROTECTION FROM UNAUTHORIZED ACCESS OF CUSTOMER DATA OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION, NOT CONTROLLED BY ESO, THROUGH ACCIDENT OR FRAUDULENT MEANS OR DEVICES. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY WAS SPECIFICALLY BARGAINED FOR AND IS ACCEPTABLE TO CUSTOMER. FURTHER, EACH PARTY'S WILLINGNESS TO AGREE TO THE LIMITATIONS CONTAINED IN THIS SECTION WAS MATERIAL TO ENTERING INTO THIS AGREEMENT.

13. **Acknowledgements and Disclaimer of Warranties.** Customer acknowledges that ESO cannot guarantee that there will never be any outages in ESO network and that no credits shall be given in the event Customer's access to ESO's network is interrupted. THE SERVICES ARE PROVIDED "AS IS." UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO REPRESENTATION OR WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. **Confidential Information.** "Confidential Information" shall mean all information disclosed in writing by one Party to the other Party that is clearly marked "CONFIDENTIAL" or "PROPRIETARY" by the disclosing Party at the time of disclosure or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) was already known by the receiving Party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving Party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing Party.

A recipient of Confidential Information shall not disclose the information to any person or entity except for the recipients and/or its employees, contractors and consultants who have a need to know such Confidential Information. The recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order; provided that the recipient shall take all reasonable steps to give prior notice to the disclosing Party.

Confidential Information shall not be disclosed to any third party without the prior written consent of the owner of the Confidential Information. The recipient shall use Confidential Information only for purposes of this Agreement and shall protect Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the disclosing Party shall be returned to the disclosing Party or destroyed upon request of the disclosing Party. Because monetary damages may be insufficient in the event of a breach or threatened breach of the foregoing provisions, the affected Party may be entitled to seek an injunction or restraining order in addition to such other rights or remedies as may be available under this Agreement, at law or in equity, including but not limited to monetary damages.

15. **General Provisions.**


- a. **Force Majeure.** Neither Party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is delayed or prevented by reason of Force Majeure, which is defined to mean an event that is beyond the reasonable control of the affected Party and occurs without such Party's fault or negligence.
- b. **Entire Agreement.** This Agreement, including all schedules, exhibits, addenda and any Business Associate Agreement (as that term is used in the Health Insurance Portability and Accountability Act and related regulations) (see Exhibit C) are incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is asserted.
- c. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas without regard to choice or conflict of law rules. Venue for any disputes will be in Williamson County, Texas.
- d. **Mediation.** The Parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.
- e. **No Press Releases without Consent.** Neither Party may use the other Party's name or trademarks, nor issue any publicity or public statements concerning the other Party or the existence or content of this Agreement, without the other Party's prior written consent. Notwithstanding, Customer agrees that ESO may use Customer's name and logo in ESO sales presentations, without Customer's prior written consent, during the Term of this Agreement, but only for the purposes of identifying the Customer as a customer of ESO. Likewise, Customer may use ESO's name and logo to identify ESO as a vendor of Customer.

- f. Aggregate Data Reporting. Customer hereby grants ESO the right to collect and store its data for aggregate reporting purposes, but in no event shall ESO disclose Protected Health Information (“**PHI**”) unless permitted by law. Moreover, ESO will not identify Customer without Customer’s consent.
- g. Compliance with Laws. Both Parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.
- h. Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. If Customer has made any change to the Agreement that Customer did not bring to ESO’s attention in a way that is reasonably calculated to put ESO on notice of the change, the change shall not become part of the Agreement.
- i. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- j. Taxes and Fees. This Agreement is exclusive of all taxes and fees. Unless otherwise required by law, Customer is responsible for and will remit (or will reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO’s income) assessed in connection with the Services and/or Software provided to Customer under this Agreement.
- k. Independent Contractor. Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; or (ii) a relationship of employer and employee between the Parties. ESO is an independent contractor and not an agent of Customer.
- l. Counterparts; Execution. This Agreement and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in “portable document format” (“**.pdf**”) or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Agreement (i.e. “**electronic signature**” through a process such as DocuSign®). In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.
- m. Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery, or (iv) fax. Notices shall be sent to the addresses above. No Party to this Agreement shall refuse delivery of any notice hereunder.
- n. Customer’s Right to Audit. ESO agrees that Customer, as a local governmental entity charged with the duty of expenditures of public funds, 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 ESO which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ESO agrees that Customer shall have access during normal working hours to all necessary ESO 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 ESO reasonable advance notice of intended audits.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the Party for which they sign and have executed this Agreement on the Effective Date first written above.

ESO:


[Signature]
~~Chris Dillie~~ Claine Gordon
[Printed Name]
~~President and CEO~~ CFO
[Title]
9/24/14
[Date]

CUSTOMER:

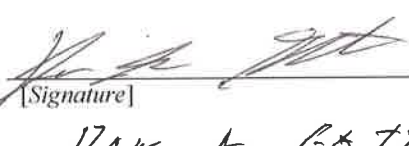

[Signature]
DAW A. EATTS
[Printed Name]
County Judge
[Title]
12-19-2014
[Date]

EXHIBIT A
SCHEDULE OF SUBSCRIPTION FEES

Customer has selected the following Services, at the fees indicated:

| Product | Quantity | List Price | Total Price | Line Item Description |
|--|----------|------------|--------------------|--|
| ePCR Suite w/Quality Management | 1.00 | \$0.00 | \$11,161.00 | Annual Recurring Cost - 5% annual payment discount applied. Unlimited users, live support, state data reporting, hospital link-up, continuous weekly web training, free regional user groups and software upgrades |
| ePCR Mobile | 1.00 | \$0.00 | \$4,848.00 | Annual Recurring Cost - Mobile ePCR, unlimited users |
| Cardiac Monitor Interface | 1.00 | \$0.00 | \$612.00 | Annual Recurring cost - Unlimited cardiac monitors, allows for direct integration of cardiac monitor data |
| Interface - Billing (Custom) | 1.00 | \$0.00 | \$0.00 | Annual Recurring Cost - Allows for integration of ePCR data into billing software |
| Interface - CAD (Meets ESO API) | 1.00 | \$0.00 | \$1,824.00 | Annual Recurring Cost - Allows for direct integration of CAD data |
| Interface - Other | 1.00 | \$0.00 | \$0.00 | FirstWatch Interface |
| Services - Training | 1.00 | \$0.00 | \$995.00 | One-Time Cost - Includes onsite training, web training, system setup, and implementation |
| WAVE 2014 Annual User Conference Attendee Pass | 2.00 | \$0.00 | \$0.00 | Free passes to ESO's National User-group Conference, 2014 |
| | | | Grand Total | \$19,440.00 |

PAYMENT TERMS AND PAYMENT MILESTONES

The subscription year for Services shall begin upon execution of the Subscription Agreement or upon the commencement of active work on software implementation, whichever date comes later. The Subscription Fees are invoiced annually in advance commencing upon execution of this Agreement.

EXHIBIT B

SUPPORT SERVICES AND SERVICE LEVELS

This Exhibit describes the software support services (“*Support Services*”) that ESO will provide and the service levels that ESO will meet.

1. **Definitions.** Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- (a) “*Customer Service Representative*” shall be the person at ESO designated by ESO to receive notices of Errors encountered by Customer that Customer’s Administrator has been unable to resolve.
- (b) “*Error*” means any failure of the Software to conform in any material respect with its published specifications.
- (c) “*Error Correction*” means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.
- (d) “*Priority A Error*” means an Error that renders the Software inoperable or causes a complete failure of the Software.
- (e) “*Priority B Error*” means an Error that substantially degrades the performance of the Software or materially restricts Customer’s use of the Software.
- (f) “*Priority C Error*” means an Error that causes only a minor impact on Customer’s use of the Software.
- (g) “*Update*” means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO from time to time to its Customers.
- (h) “*Normal Business Hours*” means 7:00 am to 7:00 pm Monday through Friday, Central Time Zone.

2. **Customer Obligations.**

Customer will provide at least one administrative employee (the “*Administrator*” or “*Administrators*”) who will handle all requests for first-level support from Customer’s employees with respect to the Software. Such support is intended to be the “front line” for support and information about the Software to Customer’s employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to Customer’s employees. The Administrators will refer any Errors to ESO’s Customer Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

3. **Support Services.**

- (a) *Scope.* As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to Customer during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the Customer Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.
- (b) *Procedure.*
 - (i) *Report of Error.* In reporting any Error, the Customer’s Administrator will describe to ESO’s Customer Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reclassify the Priority of the Error.
 - (ii) *Efforts Required.* ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO’s Customer Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

| Priority of Error | Communicating Error to ESO outside Normal Business Hours | Time in Which ESO Will Commence Verification | Frequency of Periodic Status Reports |
|-------------------|--|--|--------------------------------------|
| Priority A | Telephone or email | Within 8 hours of notification | Every 4 hours until resolved |
| Priority B | Email | Within 1 business day of notification | Every 6 hours until resolved |
| Priority C | Email | Within two calendar weeks of notification | Every week until resolved |



Quote Date: 03/11/2021
Customer Name: Williamson County EMS
Quote #: Q-33233
Quote valid until: 06/09/2021
ESO Account Manager: Allen Johnson

CUSTOMER CONTACT

End User Williamson County EMS
Name Danny Johns
Email djohns@wilco.org
Phone (512) 943-1973

BILLING CONTACT

Payor Williamson County EMS
Name Theresia Carter
Email theresiacarter@wilco.org
Phone 512-943-1283
Address PO Box 873
Georgetown TX, 78627
Billing Frequency Annual
Initial Term 12 months

EHR

| Product | Volume | Total | Fee Type |
|----------------------|-----------------|------------------------|-------------|
| EHR - EMS XML Export | 28000 Incidents | \$1,895.00 | Recurring |
| | | Total Recurring | \$ 1,895.00 |
| | | Total One-Time | \$ 0.00 |
| | | TOTAL | \$ 1,895.00 |



Quote Date: 03/11/2021
Customer Name: Williamson County EMS
Quote #: Q-33233
Quote valid until: 06/09/2021
ESO Account Manager: Allen Johnson

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<http://bit.ly/MSLAW>

2. The Effective Date of this Quote shall be the final date of signature.

3. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

Williamson County EMS

[Signature]

[Print Name]

[Title]

[Today's Date]

For EHR, the following payment terms apply:

Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 03/11/2021
Customer Name: Williamson County EMS
Quote #: Q-33233
Quote valid until: 06/09/2021
ESO Account Manager: Allen Johnson

EHR

| Product | Description |
|----------------------|--|
| EHR - EMS XML Export | EHR data extract in XML format for local storage and reporting purposes. |



Quote Date: 03/11/2021
Customer Name: Williamson County EMS
Quote #: Q-33233
Quote valid until: 06/09/2021
ESO Account Manager: Allen Johnson

Please fill in your contact information below:

| | Name | Email | Phone |
|--------------------------------|-----------|--|-------|
| Primary Business Contact | | | |
| Invoicing Contact | | | |
| Legal Contact | | | |
| Software Administrator Contact | | | |
| Privacy HIPAA Contact | | | |
| Tax Exempt | YES OR NO | If YES, return Exempt Certificate with Agreement | |
| Purchase Order Required? | YES OR NO | If YES, return PO with Agreement | |

Please email the signed sales order to legal@eso.com and your sales representative.

Commissioners Court - Regular Session**18.****Meeting Date:** 05/04/2021

SW Regional Trail-Brushy Creek (P553) SWA1 to WA1-Halff Associates

Submitted For: Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Southwest Regional Park Trail Extension to Brushy Creek Trail Parks Bond D1, (P553) Halff Associates, Inc. Supplemental Work Authorization #1 to Work Authorization #1 for a new termination date of May 4, 2022.

Background

This supplemental work authorization is for a time extension required to finish the SWRPT Extension to Brushy Creek Trail (P553). On August 5, 2020, the Commissioners Court approved Williamson County Agreement for Planning, Design & Engineering Services with Halff Associates, Inc. At this time there are no additional funds requested.

Fiscal Impact

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

Attachments

SW Regional Trail-Brushy Creek (P553) SWA1 to WA1-Halff Associates

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 04/28/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

04/28/2021 10:49 AM

04/28/2021 03:29 PM

Started On: 04/28/2021 10:40 AM



**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1**

PROJECT D1: (P553) SW Regional Park Trail Extension to Brushy Creek Trail
("Project")

**PLANNER/ LANDSCAPE
ARCHITECT/ ARCHITECT/**

ENGINEER: Halff Associates, Inc. ("A/E")
M. James Hemenes, PLA, ASLA, CPRE,
Director of Landscape Architecture
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, TX 78729-1102

COUNTY'S DESIGNATED

REPRESENTATIVE: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 1, is made pursuant to the terms and conditions of the Agreement for Planning, Design & Engineering Services dated 08/05/2020, and becomes effective as of the latest date of the signatories indicated at the conclusion of this document (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

The Planning, Design and Engineering Services provided by A/E under the Work Authorization are not modified by this Supplemental Work Authorization.

ARTICLE 2

The maximum amount payable to A/E for Basic Services under the Work Authorization is not modified by this Supplemental Work Authorization.

ARTICLE 3

The above referenced Work Authorization termination date shall be modified to 05/04/2022. The Planning, Design and Engineering Services set forth in **Attachment A** of Work Authorization 1 dated 08/05/2020 shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

ARTICLE 4

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

ARTICLE 5

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. A/E understands and agrees that County's payment of amounts under this Supplemental 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 Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 6

This Supplemental Work Authorization is hereby accepted and acknowledged below.

A/E:

Halff Associates, Inc.

By: 
Signature

M. James Hernandez
Printed Name

Dir. of L.A. / Team Lead
Title

Date Signed: 4/27/2021

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

Commissioners Court - Regular Session**19.****Meeting Date:** 05/04/2021

SW Regional Trail-Lake Georgetown (P558)-SWA1 to WA1-Halff Associates

Submitted For: Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Southwest Regional Park Trail Extension to Lake Georgetown (P558) Parks Bond D2 Halff Associates, Inc. Supplemental Work Authorization #1 to Work Authorization #1 for a new termination date of May 4, 2022.

Background

This supplemental work authorization is for a time extension required to finish the SWRPT Extension to Lake Georgetown (P558). On August 5, 2020, the Commissioners Court approved Williamson County Agreement for Planning, Design & Engineering Services with Halff Associates, Inc. At this time there are no additional funds requested.

Fiscal Impact

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

Attachments

SW Regional Trail-Lake Georgetown (P558)-SWA1 to WA1-Halff Associates

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 04/28/2021

Reviewed By

Hal Hawes

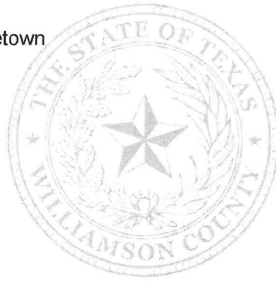
Andrea Schiele

Date

04/28/2021 10:49 AM

04/28/2021 03:30 PM

Started On: 04/28/2021 10:44 AM



**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1**

PROJECT D2: (P558) SW Regional Park Trail Extension to Lake Georgetown
("Project")

**PLANNER/ LANDSCAPE
ARCHITECT/ ARCHITECT/
ENGINEER:**

Halff Associates, Inc. ("A/E")
M. James Hemenes, PLA, ASLA, CPRE,
Director of Landscape Architecture
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, TX 78729-1102

COUNTY'S DESIGNATED

REPRESENTATIVE: **Williamson County Parks Department**
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 1, is made pursuant to the terms and conditions of the **Agreement for Planning, Design & Engineering Services** dated 08/05/2020, and becomes effective as of the latest date of the signatories indicated at the conclusion of this document (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

The Planning, Design and Engineering Services provided by A/E under the Work Authorization are not modified by this Supplemental Work Authorization.

ARTICLE 2

The maximum amount payable to A/E for Basic Services under the Work Authorization is not modified by this Supplemental Work Authorization.

ARTICLE 3

The above referenced Work Authorization termination date shall be modified to 05/04/2022. The Planning, Design and Engineering Services set forth in **Attachment A** of Work Authorization 1 dated 08/05/2020 shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

ARTICLE 4

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

ARTICLE 5

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. A/E understands and agrees that County's payment of amounts under this Supplemental 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 Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 6

This Supplemental Work Authorization is hereby accepted and acknowledged below.

A/E:

COUNTY:

Halff Associates, Inc.

Williamson County, Texas

By: 
Signature

By: _____
Signature

M. James Hernandez
Printed Name

Printed Name

Dir. of G.A. / Team Lead
Title

Title

Date Signed: 4/27/2021

Date Signed: _____

Commissioners Court - Regular Session**20.****Meeting Date:** 05/04/2021

Brushy Creek Trail Ext from Red Bud Ln (P561)-SWA1 to WA1-Halff Assoc

Submitted For: Dale Butler**Submitted By:** Wendy Danzoy, Building Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting and approving a report on the Brushy Creek Trail Extension from Red Bud Ln (P561) Halff Associates, Inc. Supplemental Work Authorization #1 to Work Authorization #1 (Parks Bond D3) for a new termination date of May 4, 2022.

Background

This supplemental work authorization is for a time extension required to finish the SWRPT Extension to Brushy Creek Trail (P553). On August 5, 2020, the Commissioners Court approved Williamson County Agreement for Planning, Design & Engineering Services with Halff Associates, Inc. At this time there are no additional funds requested.

Fiscal Impact

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

Attachments

Brushy Creek Trail Ext from Red Bud Ln (P561)-SWA1 to WA1-Halff Assoc

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 04/28/2021

Reviewed By

Hal Hawes

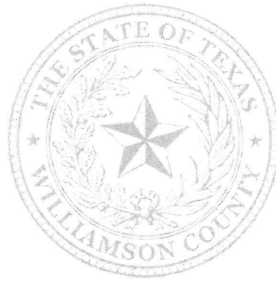
Andrea Schiele

Date

04/28/2021 10:59 AM

04/28/2021 03:30 PM

Started On: 04/28/2021 10:46 AM



**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1**

**PROJECT D3: (P561) Brushy Creek Trail Extension from Red Bud Ln.
("Project")**

**PLANNER/ LANDSCAPE
ARCHITECT/ ARCHITECT/
ENGINEER:**

Halff Associates, Inc. ("A/E")
M. James Hemenes, PLA, ASLA, CPRE,
Director of Landscape Architecture
9500 Amberglen Blvd., Bldg. F, Suite 125
Austin, TX 78729-1102

COUNTY'S DESIGNATED

REPRESENTATIVE: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 1, is made pursuant to the terms and conditions of the **Agreement for Planning, Design & Engineering Services** dated **08/05/2020**, and becomes effective as of the latest date of the signatories indicated at the conclusion of this document (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

The Planning, Design and Engineering Services provided by A/E under the Work Authorization are not modified by this Supplemental Work Authorization.

ARTICLE 2

The maximum amount payable to A/E for Basic Services under the Work Authorization is not modified by this Supplemental Work Authorization.

ARTICLE 3

The above referenced Work Authorization termination date shall be modified to 05/04/2022. The Planning, Design and Engineering Services set forth in **Attachment A** of Work Authorization 1 dated 08/05/2020 shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

ARTICLE 4

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

ARTICLE 5

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. A/E understands and agrees that County's payment of amounts under this Supplemental 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 Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 6

This Supplemental Work Authorization is hereby accepted and acknowledged below.

A/E:

COUNTY:

Halff Associates, Inc.

Williamson County, Texas

By: _____

Signature

By: _____

Signature

Printed Name

Printed Name

Title

Title

Date Signed: _____

Date Signed: _____

Commissioners Court - Regular Session**21.****Meeting Date:** 05/04/2021

Approving the Purchase of a 10,000 Water Tank for Road and Bridge

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase between Williamson County and Niece Equipment for a 10,000 gallon water tank for the Road and Bridge department in the amount of \$25,012.00 and authorizing the execution of this purchase.

Background

This purchase includes a 10,000 Gallon Water Tank per the attached specs on the quote and the transport fee to the Williamson County Yard for the use by the Department of Infrastructure. Competitive quotes have been obtained. Point of Contact Shea Webb. Funding Source is 01.0200.0210.005003.

Fiscal Impact

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

Attachments

Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Andrew Portillo

Final Approval Date: 04/29/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

04/29/2021 08:53 AM

04/29/2021 08:54 AM

Started On: 04/20/2021 02:02 PM

PO Box 277
Buda, TX 78610
Phone 512-252-3808 Fax 512-523-8775

Sales Order

CREATED BY: CHRIS COMPTON
DATE: APRIL 23, 2021

TO: WILLIAMSON COUNTY
Shea Webb

FOR: NIECE 10,000 GALLON WATER TOWER

| DESCRIPTION | AMOUNT |
|---|--------------------------------------|
| <u>10,000 GALLON WATER TANK</u> <i>Estimated dimensions:</i> - Width 120" - Height 120" - Length 222" <i>Manway & Fill:</i> - Centered on top of tank - Sealed manway lid equipped with air vent - Automatic shutoff equipped with inline valve and Watts float valve - Customer will hard plumb water supply to shutoff valve. Supply pipe is not needed. - Customer's water supply 2" plumbing <i>Discharge:</i> - 4" Discharge NPT pipe thread - 4" Manual hand wheel shutoff control - Customer would like to be able to raise and lower fill pipe. (Chiksan Swivel S) - Customer will build and plumb their own discharge pipe. Drop pipe not needed. <i>Cleanout:</i> - 24" Flange plate belly cleanout <i>Topside accesses:</i> - Ladder mounted on front tank head. - Topside hand rail <i>Paint:</i> Black or white does not matter | 10K tower \$ <u>18,980.00</u> |
| <u>RUST PREVENTION TANK LINER</u> - Sand blast and clean interior of tank shell. - Coat interior of tank with epoxy marine grade spray in liner. | Tank liner \$ <u>3,594.00</u> |
| <u>FREIGHT</u> - Transport to Williamson County yard - Price subject to change at time of order | Freight \$ <u>2,438.00</u> |
| <i>FOB Destination</i> <i>Quote is valid for 20-days</i> | |
| TOTAL | \$ <u>25,012.00</u> |

Customer's Signature Approving Specs & Pricing:_____

Customer Print Name: _____ *Date:* _____

Commissioners Court - Regular Session**22.****Meeting Date:** 05/04/2021

Loader Dump Truck Safety Classes for Road and Bridge

Submitted For: Joy Simonton**Submitted By:** Andrew Portillo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving agreement between Williamson County and Randy Plaag d/b/a Training Texas for Heavy Equipment Training Safety in the not-to-exceed amount of \$4,800.00 and authorizing the execution of this agreement.

Background

This training is for two (2) separate Loader Dump Truck Safety classes and allows four (4) students for each session. Department point of contact is Lee Garrett. Funding Source is 01.0200.0210.004232.

Fiscal Impact

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

Attachments

contract & quote

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

Purchasing (Originator)

Joy Simonton

04/29/2021 08:56 AM

County Judge Exec Asst.

Andrea Schiele

04/29/2021 08:58 AM

Form Started By: Andrew Portillo

Started On: 04/26/2021 01:08 PM

Final Approval Date: 04/29/2021

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR WORKFORCE TRAINING
LOADER DUMP TRUCK SAFETY CLASSES
(Williamson County Road & Bridge)**

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Randy Plaag d/b/a TrainingTexas**, (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.

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

As described in the attached Proposal/Quotation, 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.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project

and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$4,800.00 (for 2 (two) classes), unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

A. As described in the attached Proposal/Quotation, which is incorporated herein as if copied in full; and

B. This Agreement.

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

V.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County

Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

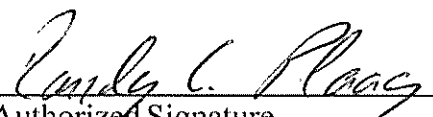
WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature

Printed Name

Date: _____, 2021


Authorized Signature


Printed Name

Date: APRIL 7, 2021

Exhibit
Proposal/Quotation
(incorporated herein as if copied in full)

TrainingTexas
PO Box 132, Kurten, Tx. 77862
RCPLAAG.Trainingtexas@gmail.com
Heavy Equipment Training Safety

Training proposal four two separate Loader Dump Truck Safety classes for Williamson County Road and Bridge (Lee Garrett Safety Coordinator)

Day 1

8:00am - 10:00am Classroom Safety Orientation

10:00am – 12:00pm Equipment Inspection

Lunch

1:00pm- 5:00pm Controls and Basic Loader Exercises

Day 2

8:00am- 9:00am Dump Truck Inspection

9:00am-12:00pm Dump Truck Loading Exercise

Lunch

1:00pm-5:00pm Continue Loading exercises and grading technics

The Cost per 16 hour session is 2400.00 per Class session 2 sessions totaling 4800.00 payable upon completion of sessions.

For both trainings proposed dates

Session 1- 4/19-20/2021

Session 2- 4/21-22/2021

Four Students are permitted in each session

Will require 2 loaders (rubber Tired and Track)

Day 2 will require at least one Dump Truck

Randy Plaag or TrainingTexas is not responsible for for any injuries to participants or equipment. By signing below you are agreeing to hire TrainingTexas for the two Loader Dump Truck Safety classes, and you are acknowledging that your organization carries necessary insurances to cover the participants and equipment.

Print name_____

Title _____

Signature _____

Date _____

Our Goal is to provide the Best Heavy Equipment Training in the State of Texas

Commissioners Court - Regular Session**23.****Meeting Date:** 05/04/2021

Amended plat of Lots 9 and 10 Block D the Ridge at Cross Creek Ph 4 subdivision – Pct 3

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the amended plat of Lots 9 and 10, Block D, the Ridge at Cross Creek Ph. 4 subdivision – Precinct 3.

Background

This subdivision consists of 2 lots and no new public roads. This amended plat combines Lots 9 and 10, Block D, of the Ridge at Cross Creek Ph. 4 and the previously amended Lot 11, Block D, of the Ridge at Cross Creek Ph. 4 into two lots to be known as the Amended Plat of Lots 9 and 10, Block D, Ridge at Cross Creek Ph. 4.

Timeline

2021-01-27 – initial submittal of amended plat
2021-02-26 – 1st review complete with comments
2021-04-19 – 2nd submittal of amended plat
2021-04-26 – 2nd review complete with comments cleared
2021-04-29 – receipt of amended plat with signatures
2021-04-29 – amended plat placed on the May 4, 2021 Commissioners Court agenda for consideration

Fiscal Impact

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

Attachments

amended plat - Lots 9 &10 Blk D Ridge at Cross Creek 4

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

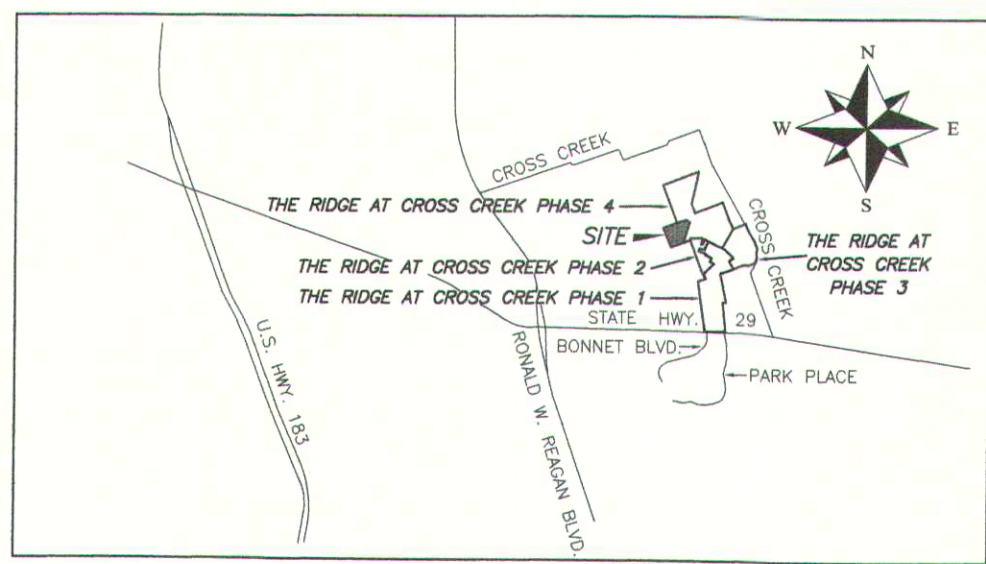
Date

04/29/2021 11:58 AM

Form Started By: Adam Boatright

Started On: 04/29/2021 11:46 AM

Final Approval Date: 04/29/2021



LOCATION MAP
(NOT TO SCALE)

BENCHMARK:

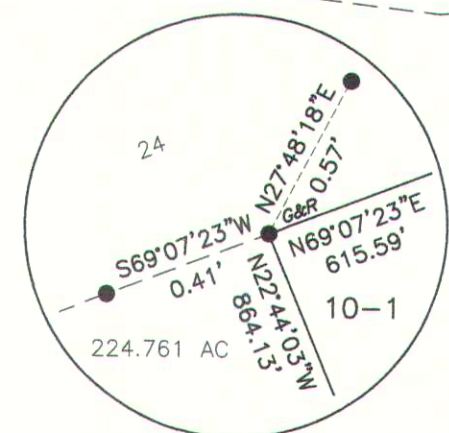
CHISELED "X" SET ON RIBBON CURB, LOCATED ± 20 FEET
NORTHWEST OF AND IN LINE WITH THE PROJECTION OF THE
COMMON LOT LINE OF LOTS 21 AND 22, BLOCK A THE RIDGE
AT CROSS CREEK PHASE 3

ELEV. = 936.17

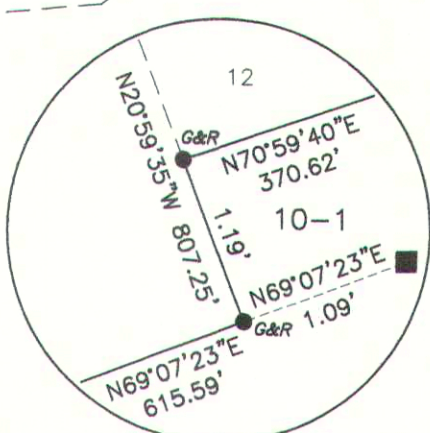
VERTICAL DATUM: NAVD 88 (GEOID 03)

REMAINDER OF 200.00 AC. (TRACT 1)
MREC MAG MORNINGSTAR INVESTMENTS, LLC
(DOC. NO. 2017113292)

GREENLEAF FISK SURVEY,
ABS. NO. 5



DETAIL 1
NOT TO SCALE



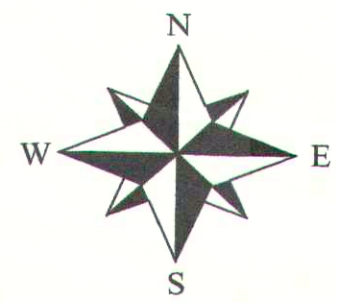
DETAIL 2
NOT TO SCALE

LOT 32-1
AMENDED PLAT OF
LOTS 32 AND 32A, BLOCK A
MORNINGSTAR PHASE 3, SECTION 1A
(DOC. NO. 2019034451)

AMENDED PLAT OF LOTS 9 AND 10, BLOCK D, THE RIDGE AT CROSS CREEK PHASE 4 (ORIGINALLY LOTS 9 AND 10 OF THE RIDGE AT CROSS CREEK PHASE 4 AND THE AMENDED PLAT OF LOT 11, BLOCK D, THE RIDGE AT CROSS CREEK PHASE 4)

LEGEND:

- = 1/2" IRON ROD FOUND
- G&R ● = IRON ROD WITH G&R CAP FOUND
- ▲ = NAIL FOUND IN CONCRETE
- = RAILROAD SPIKE FOUND
- = IRON ROD WITH G&R CAP SET
- Ⓐ = BLOCK NAME
- PUE = PUBLIC UTILITY EASEMENT
- BL = BUILDING LINE
- SE = SANITARY EASEMENT



SCALE: 1"=100'

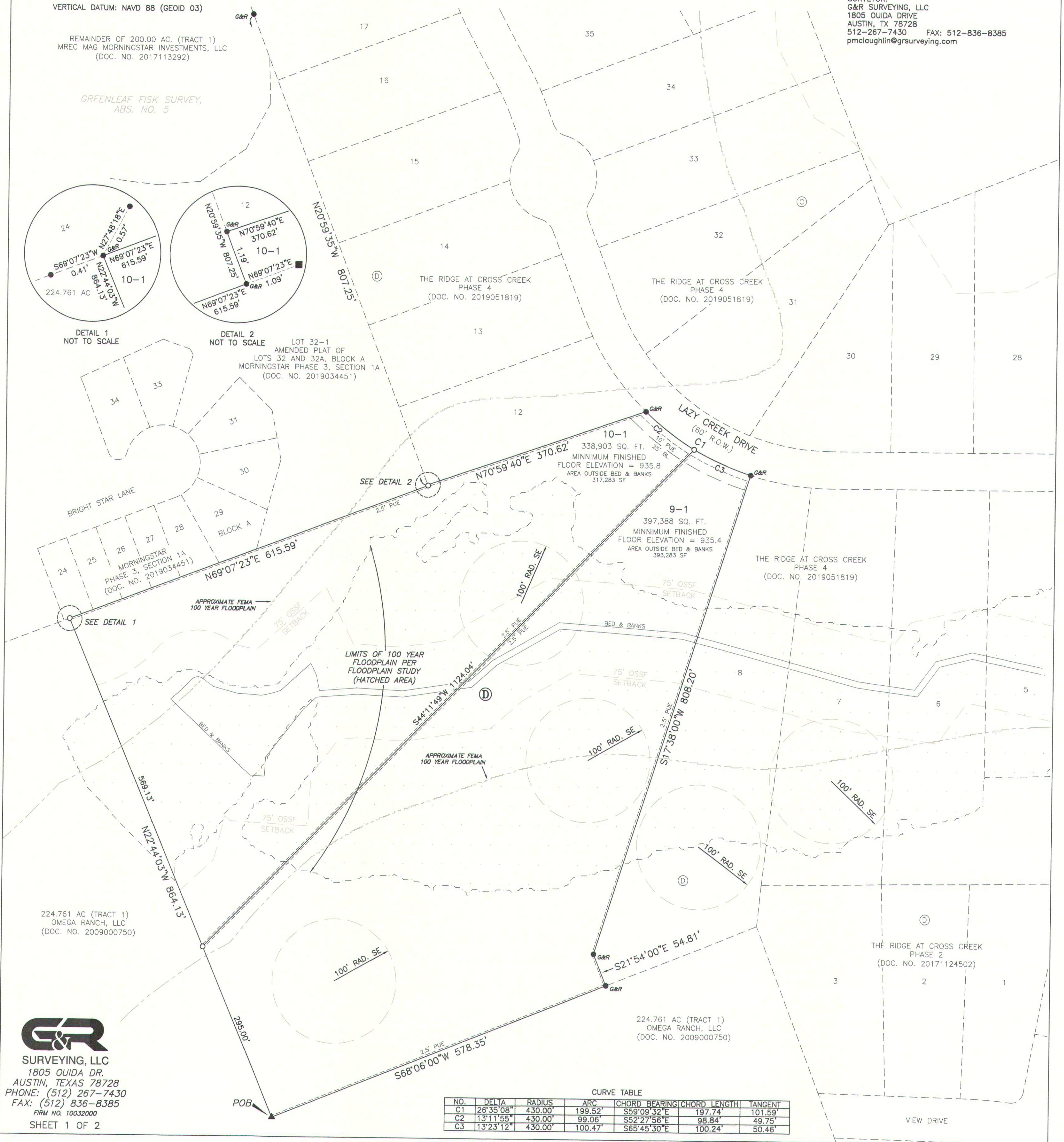


BEARING BASIS: TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)

DATE: JANUARY 9, 2020

OWNER:
RAS LEVEL 2 HOLDINGS, LP
PO BOX 519
LIBERTY HILL, TX 78642
512-299-6617 FAX: _____
luke@clearrockllc.com

SURVEYOR:
G&R SURVEYING, LLC
1805 OUIDA DRIVE
AUSTIN, TX 78728
512-267-7430 FAX: 512-836-8385
pmclaughlin@grsurveying.com



224.761 AC (TRACT 1)
OMEGA RANCH, LLC
(DOC. NO. 2009000750)

224.761 AC (TRACT 1)
OMEGA RANCH, LLC
(DOC. NO. 2009000750)

CURVE TABLE

| NO. | DELTA | RADIUS | ARC | CHORD BEARING | CHORD LENGTH | TANGENT |
|-----|-----------|---------|---------|---------------|--------------|---------|
| C1 | 26°35'08" | 430.00' | 199.52' | S59°09'32"E | 197.74' | 101.59' |
| C2 | 13°11'55" | 430.00' | 99.06' | S52°27'56"E | 98.84' | 49.75' |
| C3 | 13°23'12" | 430.00' | 100.47' | S65°45'30"E | 100.24' | 50.46' |



1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

AMENDED PLAT OF
LOTS 9 AND 10, BLOCK D,
THE RIDGE AT CROSS CREEK PHASE 4
(ORIGINALLY LOTS 9 AND 10 OF THE RIDGE AT CROSS
CREEK PHASE 4 AND THE AMENDED PLAT OF LOT 11,
BLOCK D, THE RIDGE AT CROSS CREEK PHASE 4)

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

THAT, RAS LEVEL 2 HOLDINGS, LP, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON, BEING A PORTION OF A 158.017 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 2014099265, AND BEING ALL OF LOTS 9 AND 10, BLOCK D, THE RIDGE AT CROSS CREEK PHASE 4, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2019051819 AND ALL OF AMENDED PLAT OF LOT 11, BLOCK D, THE RIDGE AT CROSS CREEK PHASE 4, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2020100173, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "AMENDED PLAT OF LOTS 9 AND 10, BLOCK D, THE RIDGE AT CROSS CREEK PHASE 4".

LUKE BASEY, MANAGER
RAS LEVEL 2 HOLDINGS, LP
PO BOX 519
LIBERTY HILL, TX 78642

DATE:

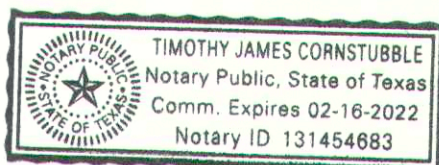
STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, LUKE BASEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16th DAY OF April, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON 02-16-2022



PLAT NOTES:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

2. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

3. A PORTION OF THIS PROPERTY LIES WITHIN ZONE "AE" AS IDENTIFIED ON FEMA MAP PANEL NO. 48491C0275E, EFFECTIVE SEPTEMBER 26, 2008.

4. A TEN (10') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5') FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.

5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THE HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.

7. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

8. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

9. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

10. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN.

11. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.

12. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES (OSSF).

13. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

14. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

15. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

16. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) PER FEMA AND AS DETERMINED BY A STUDY PREPARED BY SCHEIBE CONSULTING, LLC, PROJECT NO. 00101, DATED OCTOBER 30, 2017.

17. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

18. ONE-WAY CIRCULAR DRIVEWAYS SHALL BE PROHIBITED ONTO LAZY CREEK DRIVE.

19. THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF THE RIDGE AT CROSS CREEK PHASE 4, AS RECORDED IN DOCUMENT NO. 2019051819 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

20. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

21. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

METES AND BOUNDS DESCRIPTION:

DESCRIPTION OF 16.903 ACRES (736,291 SQ. FT.) OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, BEING A PORTION OF THAT CERTAIN 158.017 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO RAS LEVEL 2 HOLDINGS, LP IN DOCUMENT NUMBER 2014099265, AND BEING ALL OF LOTS 9 AND 10, BLOCK D, THE RIDGE AT CROSS CREEK PHASE 4, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2019051819 AND ALL OF AMENDED PLAT OF LOT 11, BLOCK D, THE RIDGE AT CROSS CREEK PHASE 4, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2020100173, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 16.903 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING A NAIL FOUND IN CONCRETE AT AN ANGLE POINT IN THE EASTERLY LINE OF A 224.761 ACRE TRACT OF LAND, DESCRIBED IN A DEED OF RECORD TO OMEGA RANCH, LLC IN DOCUMENT NUMBER 2009000750, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE SOUTHWESTERLY CORNER OF SAID 158.017 ACRE TRACT, SAID LOT 11 AND THE HEREIN DESCRIBED TRACT;

THENCE N22°44'03"W, WITH THE EASTERLY LINE OF SAID 224.761 ACRE TRACT, AND THE WESTERLY LINE OF SAID 158.017 ACRE TRACT AND SAID LOT 11, A DISTANCE OF 884.13 FEET TO AN IRON ROD WITH G&R CAP FOUND IN THE SOUTHERLY LINE OF MORNINGSTAR PHASE 3, SECTION 1A, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2019034451, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE NORTHWESTERLY CORNER OF SAID LOT 11 AND THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND AT AN ANGLE POINT IN SAID SOUTHERLY LINE BEARS S69°07'23"W, A DISTANCE OF 0.41 FEET AND ALSO FROM WHICH A 1/2" IRON ROD FOUND BEARS N27°48'18"E, A DISTANCE OF 0.57 FEET;

THENCE WITH THE NORTHERLY LINE OF SAID LOT 11, SAME BEING IN PART THE SOUTHERLY AND EASTERLY LINES OF SAID MORNINGSTAR PHASE 3, SECTION 1A, THE FOLLOWING TWO (2) COURSES:

1. N69°07'23"E, A DISTANCE OF 615.59 FEET TO AN IRON ROD WITH G&R CAP FOUND, FROM WHICH A RAILROAD SPIKE FOUND, BEARS N69°07'23"E, A DISTANCE OF 1.09 FEET;
2. N20°59'35"W, A DISTANCE OF 1.19 FEET TO AN IRON ROD WITH G&R CAP FOUND AT THE SOUTHWESTERLY CORNER OF LOT 12, BLOCK D OF SAID RIDGE AT CROSS CREEK PHASE 4, BEING AN ANGLE POINT IN THE NORTHERLY LINE OF SAID LOT 11;

THENCE N70°59'40"E, WITH THE SOUTHERLY LINE OF SAID LOT 12 AND THE NORTHERLY LINE OF SAID LOT 11, A DISTANCE OF 370.82 FEET TO AN IRON ROD WITH G&R CAP FOUND IN THE CURVING WESTERLY LINE OF LAZY CREEK DRIVE (60' R.O.W.), OF A CURVE TO THE LEFT, AT THE SOUTHEASTERLY CORNER OF SAID LOT 12, SAME BEING THE NORTHEASTERLY CORNER OF SAID LOT 11 AND THE HEREIN DESCRIBED TRACT;

THENCE WITH THE WESTERLY LINE OF SAID LAZY CREEK DRIVE AND THE EASTERLY LINE OF SAID LOTS 9 THROUGH 11, WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 199.52 FEET AND A CHORD WHICH BEARS S59°09'32"E, A DISTANCE OF 197.74 FEET TO AN IRON ROD WITH G&R CAP FOUND AT THE COMMON NORTHERLY CORNER OF SAID LOT 9 AND LOT 8, BLOCK D OF SAID RIDGE AT CROSS CREEK PHASE 4;

THENCE S17°38'00"W, WITH THE COMMON LINE OF SAID LOTS 8 AND 9, A DISTANCE OF 808.20 FEET TO AN IRON ROD WITH G&R CAP FOUND IN THE EASTERLY LINE OF SAID LOT 11, AT THE COMMON WESTERLY CORNER OF SAID LOTS 8 AND 9;

THENCE S21°54'00"E, WITH THE COMMON LINE OF SAID LOTS 8 AND 11, A DISTANCE OF 54.81 FEET TO AN IRON ROD WITH G&R CAP FOUND IN THE NORTHERLY LINE OF SAID 224.761 ACRE TRACT AND THE SOUTHERLY LINE OF SAID 158.017 ACRE TRACT, BEING THE COMMON SOUTHERLY CORNER OF SAID LOTS 8 AND 11, FOR THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S68°08'00"W, WITH THE NORTHERLY LINE OF SAID 224.761 ACRE TRACT AND THE SOUTHERLY LINE OF SAID 158.017 ACRE TRACT AND SAID LOT 11, A DISTANCE OF 578.35 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 16.903 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, PHILLIP L. MCLAUGHLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

PHILLIP L. MCLAUGHLIN
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5300



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 22nd DAY OF April, 2021 A.D.
Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Bontigiet
J. TERRON EVERTSON, PE, DR, CFM
FOR COUNTY ENGINEER

April 29, 2021
DATE

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, BILL GRAVELL, JR., JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES SHOWN HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY

OF _____, 20____, A.D. AT _____ O'CLOCK ____M., AND DULY RECORDED THIS THE DAY

OF _____, 20____, A.D., AT _____ O'CLOCK ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY _____, DEPUTY



SURVEYING, LLC

1805 OUIDA DR.

AUSTIN, TEXAS 78728

PHONE: (512) 267-7430

FAX: (512) 836-8385

FIRM NO. 10032000

SHEET 2 OF 2

Commissioners Court - Regular Session**24.****Meeting Date:** 05/04/2021

Final plat for the Santa Rita Ranch Phase 1 Section 13 subdivision – Pct 3

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 13 subdivision – Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 23 single family lots, 4 open space/landscape/drainage/public utility lots and 1,461 feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of \$963,960.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2020-08-21 – initial submittal of the final plat

2020-09-18 – 1st review complete with comments

2021-04-15 – 2nd submittal of final plat

2021-04-20 – 2nd review complete with comments cleared

2021-04-28 – receipt of final plat with signatures

2021-04-29 – final plat placed on the May 4, 2021 Commissioners Court agenda for consideration

Fiscal Impact

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

Attachments

final plat - Santa Rita Ranch Ph 1 Sec 13

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 04/29/2021

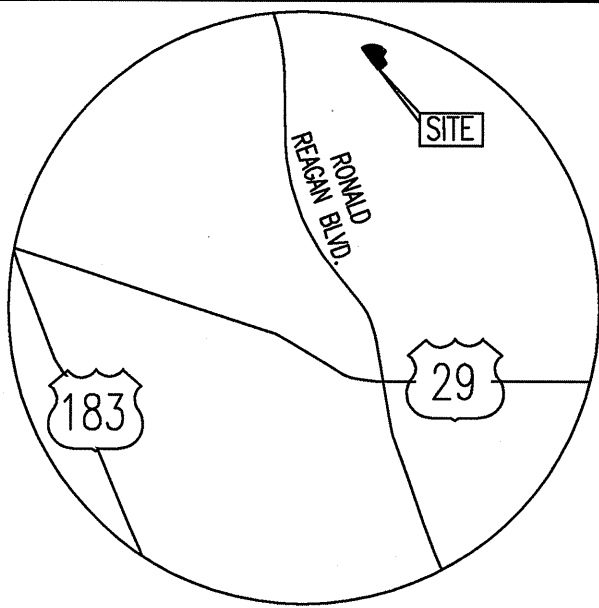
Reviewed By

Andrea Schiele

Date

04/29/2021 11:54 AM

Started On: 04/29/2021 11:49 AM



SANTA RITA RANCH, PHASE 1 SECTION 13 FINAL PLAT

SANTA RITA INVESTMENTS, LTD.
(120.124 ACRES)
(TRACT TWO)
DOCUMENT NO.
2018092389

SANTA RITA INVESTMENTS, LTD.
(58.189 ACRES)
(TRACT 1)
DOCUMENT NO.
2019081646

SANTA RITA KC, LLC.
(16.554 ACRES)
DOCUMENT NO.
2019073787

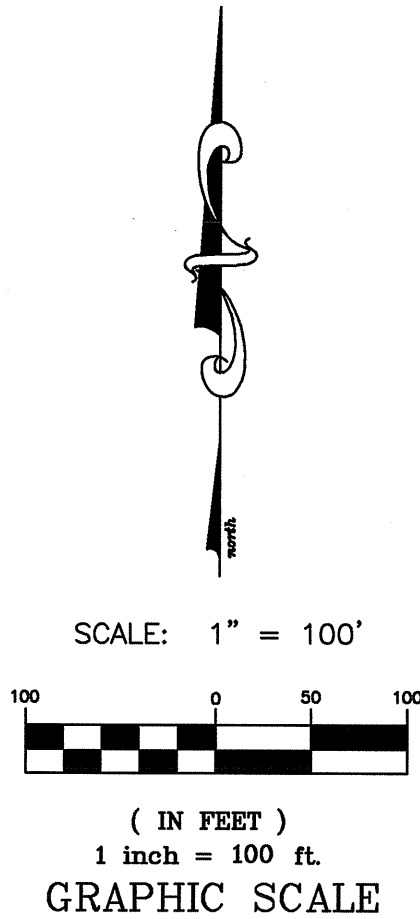
SANTA RITA KC, LLC.
(38.231 ACRES)
DOCUMENT NO.
2013102456

G.W. GLASSCOCK SURVEY,
B. MANLOVE SURVEY,
ABSTRACT NO. 417,
ABSTRACT NO. 266

SANTA RITA KC, LLC.
(104.94 AC)
DOCUMENT NO.
2010078403

SANTA RITA RANCH
PHASE 1, SECTION 15
19 DOCUMENT NO. 2020158520

SANTA RITA
ELEMENTARY ADDITION
DOCUMENT NO.
2020074745



LEGEND

- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- B.L. BUILDING LINE
- PUE PUBLIC UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- OS OPEN SPACE
- LSE LANDSCAPE EASEMENT
- P.O.B. POINT OF BEGINNING
- APPROXIMATE SURVEY LINE
- SIDEWALKS

DATE: APRIL 15, 2021

OWNER:

SANTA RITA KC, LLC.
1700 CROSS CREEK LANE,
LIBERTY HILL, TEXAS 78642

DEVELOPER:

SANTA RITA KC, LLC.
1700 CROSS CREEK LANE,
LIBERTY HILL, TEXAS 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 12.572 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417 &
GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 266

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL LOTS 27
NO. OF SINGLE FAMILY LOTS: 23
NO. OF OS/LSE LOTS: 3
NO. OF OS, DE, & PUE LOTS 1

| Line Table | | |
|------------|--------|-------------|
| Line # | Length | Direction |
| L1 | 128.92 | S27°59'44"E |
| L2 | 52.33 | N28°37'10"W |
| L3 | 88.44 | N27°51'09"W |
| L4 | 90.00 | N24°46'32"W |
| L5 | 125.37 | N32°21'32"W |
| L6 | 125.37 | N47°31'32"W |
| L7 | 62.58 | N34°53'29"E |
| L8 | 86.91 | N83°12'52"W |
| L9 | 140.77 | N38°36'32"W |

| Line Table | | |
|------------|--------|-------------|
| Line # | Length | Direction |
| L10 | 66.02 | N27°59'44"W |
| L11 | 66.02 | N27°59'44"W |
| L12 | 51.45 | S11°21'12"W |
| L13 | 51.45 | S11°21'12"W |
| L14 | 42.68 | S17°41'42"E |
| L15 | 67.06 | N28°40'30"W |
| L16 | 23.14 | S33°11'10"E |
| L17 | 21.68 | S78°38'48"E |

| Curve Table | | | | | | |
|-------------|--------|---------|-----------------|--------------|---------|------------|
| Curve # | Length | Radius | Chord Direction | Chord Length | Tangent | DELTA |
| C1 | 134.65 | 600.00 | S06°10'52"W | 134.37 | 67.61 | 125°1'30" |
| C2 | 293.53 | 774.05 | S64°58'15"W | 291.77 | 148.55 | 21°43'38" |
| C3 | 143.51 | 1130.75 | S57°44'37"W | 143.41 | 71.85 | 7°16'17" |
| C4 | 266.34 | 550.00 | S14°07'15"E | 263.74 | 135.83 | 27°44'43" |
| C5 | 22.59 | 15.00 | N51°50'01"W | 20.51 | 14.05 | 86°16'15" |
| C6 | 202.06 | 600.00 | S18°20'45"E | 201.11 | 102.00 | 19°17'43" |
| C7 | 22.59 | 15.00 | N41°53'44"E | 20.51 | 14.05 | 86°16'15" |
| C8 | 10.39 | 600.00 | S00°44'38"E | 10.39 | 5.19 | 0°59'30" |
| C9 | 22.80 | 15.00 | N15°33'14"E | 20.67 | 14.26 | 87°05'39" |
| C10 | 22.80 | 15.00 | S71°32'25"E | 20.67 | 14.26 | 87°05'39" |
| C11 | 92.59 | 325.00 | S86°48'28"E | 92.27 | 46.61 | 16°19'21" |
| C12 | 78.34 | 275.00 | S86°48'28"E | 78.08 | 39.44 | 16°19'21" |
| C13 | 23.56 | 15.00 | S56°21'12"W | 21.21 | 15.00 | 90°00'00" |
| C14 | 23.56 | 15.00 | N33°38'48"W | 21.21 | 15.00 | 90°00'00" |
| C15 | 23.55 | 25.00 | S74°22'10"W | 22.69 | 12.73 | 53°58'05" |
| C16 | 23.55 | 25.00 | S51°39'45"E | 22.69 | 12.73 | 53°58'05" |
| C17 | 301.53 | 60.00 | S11°21'12"W | 70.59 | 43.64 | 287°56'10" |
| C18 | 267.99 | 325.00 | S12°16'10"E | 260.47 | 142.14 | 47°14'45" |
| C19 | 226.76 | 275.00 | S12°16'10"E | 220.39 | 120.28 | 47°14'45" |
| C20 | 23.56 | 15.00 | N09°06'27"E | 21.21 | 15.00 | 90°00'00" |
| C21 | 23.56 | 15.00 | S80°53'33"E | 21.21 | 15.00 | 90°00'00" |
| C22 | 114.53 | 550.00 | S06°12'48"E | 114.32 | 57.47 | 11°55'50" |

| Curve Table | | | | | | |
|-------------|--------|--------|-----------------|--------------|---------|------------|
| Curve # | Length | Radius | Chord Direction | Chord Length | Tangent | DELTA |
| C23 | 114.53 | 550.00 | S18°08'38"E | 114.32 | 57.47 | 11°55'50" |
| C24 | 37.29 | 550.00 | S26°03'05"E | 37.28 | 18.65 | 3°53'03" |
| C25 | 34.44 | 600.00 | N26°20'57"W | 34.43 | 17.22 | 3°17'18" |
| C26 | 86.47 | 600.00 | N20°34'34"W | 86.40 | 43.31 | 8°15'28" |
| C27 | 81.15 | 600.00 | N12°34'22"W | 81.09 | 40.64 | 7°44'57" |
| C28 | 17.20 | 275.00 | S80°26'19"E | 17.20 | 8.60 | 3°35'03" |
| C29 | 61.14 | 275.00 | S88°36'00"E | 61.01 | 30.70 | 12°44'18" |
| C30 | 23.69 | 60.00 | S58°41'46"W | 23.54 | 12.00 | 22°37'17" |
| C31 | 114.99 | 60.00 | N55°05'24"W | 98.18 | 85.38 | 109°48'24" |
| C32 | 60.53 | 60.00 | N28°42'59"E | 58.00 | 33.13 | 57°48'22" |
| C33 | 102.31 | 60.00 | S73°31'46"E | 90.36 | 68.66 | 97°42'07" |
| C34 | 145.04 | 600.00 | N05°41'07"E | 144.69 | 72.87 | 135°1'01" |
| C35 | 33.64 | 275.00 | S07°50'58"W | 33.62 | 16.84 | 7°00'29" |
| C36 | 172.83 | 275.00 | S13°39'33"E | 170.00 | 89.38 | 36°00'33" |
| C37 | 20.30 | 275.00 | S33°46'41"E | 20.29 | 10.15 | 4°13'43" |
| C38 | 28.84 | 325.00 | N33°21'00"W | 28.83 | 14.43 | 5°05'06" |
| C39 | 83.88 | 325.00 | N23°24'50"W | 83.65 | 42.17 | 14°47'15" |
| C40 | 82.13 | 325.00 | N08°46'52"W | 81.91 | 41.28 | 14°28'42" |
| C41 | 73.15 | 325.00 | N04°54'21"E | 72.99 | 36.73 | 12°53'43" |
| C42 | 67.46 | 774.05 | N56°36'15"E | 67.44 | 33.75 | 4°59'36" |
| C43 | 78.51 | 774.05 | N62°00'24"E | 78.48 | 39.29 | 5°48'42" |
| C44 | 147.55 | 774.05 | N70°22'25"E | 147.33 | 74.00 | 10°55'19" |

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 REG. # 10024900
Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH-J:\AC3D\5211\SURVEY\5211-SANTA RITA PH 1 SEC 13 PLAT.DWG

SANTA RITA RANCH, PHASE 1

SECTION 13

FINAL PLAT

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., DATED AUGUST 20, 2019.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT OF WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, SIDEWALKS, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSED AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNER'S ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

FIELD NOTES

BEING ALL OF THAT CERTAIN 12.572 ACRE TRACT OF LAND SITUATED IN THE G.W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, AND THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 38.231 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2013102456, A PORTION OF A CALLED 16.554 ACRE TRACT CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2019073787, AND A PORTION OF A CALLED 104.94 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2010078403, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 12.572 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 121, BLOCK A, SANTA RITA RANCH, PHASE 1, SECTION 12, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2019124948, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING IN A SOUTHERN LINE OF A CALLED 120.124 ACRE TRACT OF LAND CONVEYED TO SANTA RITA INVESTMENTS, LTD. IN DOCUMENT NUMBER 2018092389, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE WESTERNMOST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, ALONG A SOUTHERN LINE OF SAID 120.124 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- 1) N16°00'17"E, A DISTANCE OF 425.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND
- 2) S73°59'20"E, A DISTANCE OF 375.05 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE SOUTHEAST CORNER OF SAID 120.124 ACRE TRACT, BEING AT THE SOUTHERNMOST CORNER OF A CALLED 58.189 ACRE TRACT OF LAND CONVEYED TO SANTA RITA INVESTMENTS, LTD. IN DOCUMENT NUMBER 2019081646, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING IN A NORTHERN CORNER OF SAID 38.231 ACRE TRACT, FOR A NORTHERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 38.231 ACRE TRACT, SAID 16.554 ACRE TRACT AND SAID 104.94 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

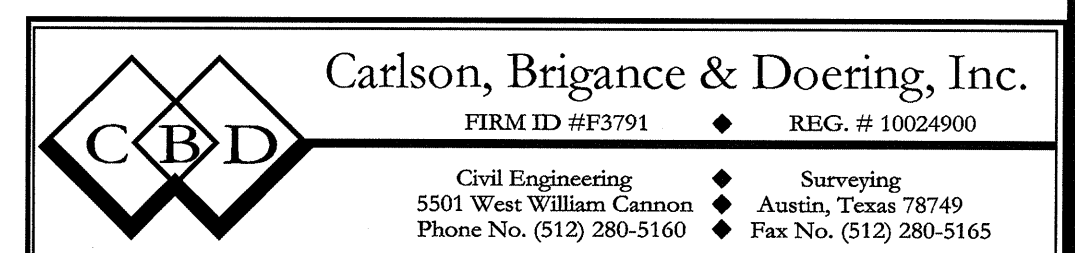
- 1) S69°05'05"E, A DISTANCE OF 274.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- 2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 134.65 FEET, AND WHOSE CHORD BEARS S06°10'52"W, A DISTANCE OF 134.37 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 3) N89°45'07"E, A DISTANCE OF 210.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 4) S11°52'00"E, A DISTANCE OF 161.44 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
- 5) S27°59'44"E, A DISTANCE OF 128.92 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING AT THE BEGINNING OF A CURVE TO THE LEFT IN THE NORTH LINE OF TIERRA ROSA BOULEVARD (64' R.O.W.),

THENCE, ALONG THE NORTH LINE OF SAID TIERRA ROSA BOULEVARD, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

- 1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 774.05 FEET, AN ARC LENGTH OF 293.53 FEET, AND WHOSE CHORD BEARS S64°58'15"W, A DISTANCE OF 291.77 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- 2) S54°06'27"W, A DISTANCE OF 290.98 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
- 3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1130.75 FEET, AN ARC LENGTH OF 143.51 FEET, AND WHOSE CHORD BEARS S57°44'37"W, A DISTANCE OF 143.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING AT THE EASTERNMOST CORNER OF LOT 120, BLOCK A, OF SAID SANTA RITA RANCH, PHASE 1, SECTION 12,

THENCE, WITH THE NORTHEAST LINE OF SAID SANTA RITA RANCH, PHASE 1, SECTION 12, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

- 1) N28°37'10"W, A DISTANCE OF 52.33 FEET TO 1/2 INCH IRON ROD FOUND FOR CORNER,
- 2) N27°51'09"W, A DISTANCE OF 88.44 FEET TO 1/2 INCH IRON ROD FOUND FOR CORNER,
- 3) N24°46'32"W, A DISTANCE OF 90.00 FEET TO 1/2 INCH IRON ROD FOUND FOR CORNER,
- 4) N32°21'32"W, A DISTANCE OF 125.37 FEET TO 1/2 INCH IRON ROD FOUND FOR CORNER,
- 5) N47°31'32"W, A DISTANCE OF 125.37 FEET TO 1/2 INCH IRON ROD FOUND FOR CORNER,
- 6) N34°53'29"E, A DISTANCE OF 62.58 FEET TO 1/2 INCH IRON ROD FOUND FOR CORNER,
- 7) N83°12'52"W, A DISTANCE OF 86.91 FEET TO 1/2 INCH IRON ROD FOUND FOR CORNER, AND
- 8) N38°36'32"W, A DISTANCE OF 140.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.572 ACRES OF LAND.



SANTA RITA RANCH, PHASE 1

SECTION 13

FINAL PLAT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS;

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC OWNER OF THAT A CALLED 38.321 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2013102456, A CALLED 104.94 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2010078403, AND A CALLED 16.544 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2019073787, AS SHOWN HEREON, ALL OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID 12.572 TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 1 SECTION 13"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 20 DAY OF April, 2021.

SANTA RITA KC, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANGER, LLC, A DELAWARE LIMITED LIABILITY
COMPANY, ITS MANAGER

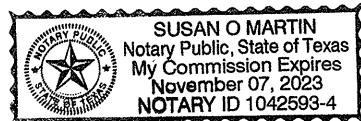
BY: [Signature]
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 20th DAY OF April, 2021 A.D.

[Signature]
SUSAN O. MARTIN
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS



THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

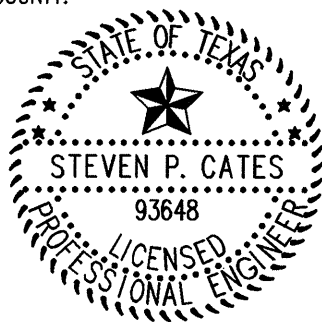
STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C 0275E, EFFECTIVE DECEMBER 21, 2019 FOR WILLIAMSON COUNTY, TEXAS.

CPX SEPTEMBER 30, 2008
I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: [Signature] 4/19/2021
STEVEN P. CATES, P.E. NO. 93648
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749



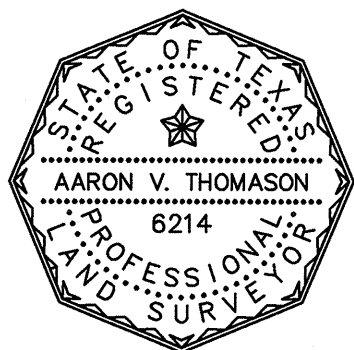
CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: [Signature] 10/22/2021
AARON V. THOMASON, R.P.L.S. NO. 6214
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com



CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: [Signature]
PRINTED NAME: JASON RAMGEL
TITLE: VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

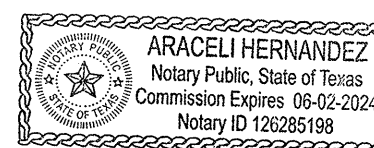
BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Ramgel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27 DAY OF April, A.D., 2021

BY: [Signature]
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES 06-02-2024



IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

[Signature]
LACE HALE, CITY ADMINISTRATOR
CITY OF LIBERTY HILL, TEXAS

4/23/2021
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 21 DAY OF April, 2021 A.D.

[Signature]
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., IN THE PLAT RECORDS OF SAID COUNTY IN DOCUMENT NUMBER _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 3 OF 3



Commissioners Court - Regular Session**25.****Meeting Date:** 05/04/2021

Preliminary plat for the Ranches at Pecan Creek subdivision – Pct 4

Submitted For: Terron Evertson**Submitted By:** Adam Boatright,
Infrastructure
Division: Road & Bridge**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Ranches at Pecan Creek subdivision – Precinct 4.

Background

This proposed subdivision consists of 10 lots and no new public roads.

Timeline

2021-03-08 – Initial submittal of the preliminary plat

2021-04-07 – 1st review complete with comments

2021-04-13 – 2nd submittal of preliminary plat

2021-04-20 – 2nd review complete with comments

2021-04-22 – 3rd submittal of preliminary plat

2021-04-23 – 3rd review complete with minor comments

2021-04-26 – 4th submittal of preliminary plat

2021-04-28 – 4th review complete with comments cleared

2021-04-29 – preliminary plat placed on the May 4, 2021 Commissioners Court agenda for consideration

Fiscal Impact

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

Attachments

preliminary plat - Ranches at Pecan Creek

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 04/29/2021

Reviewed By

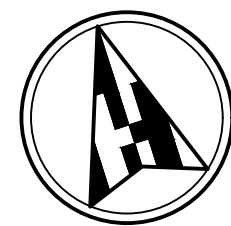
Andrea Schiele

Date

04/29/2021 11:59 AM

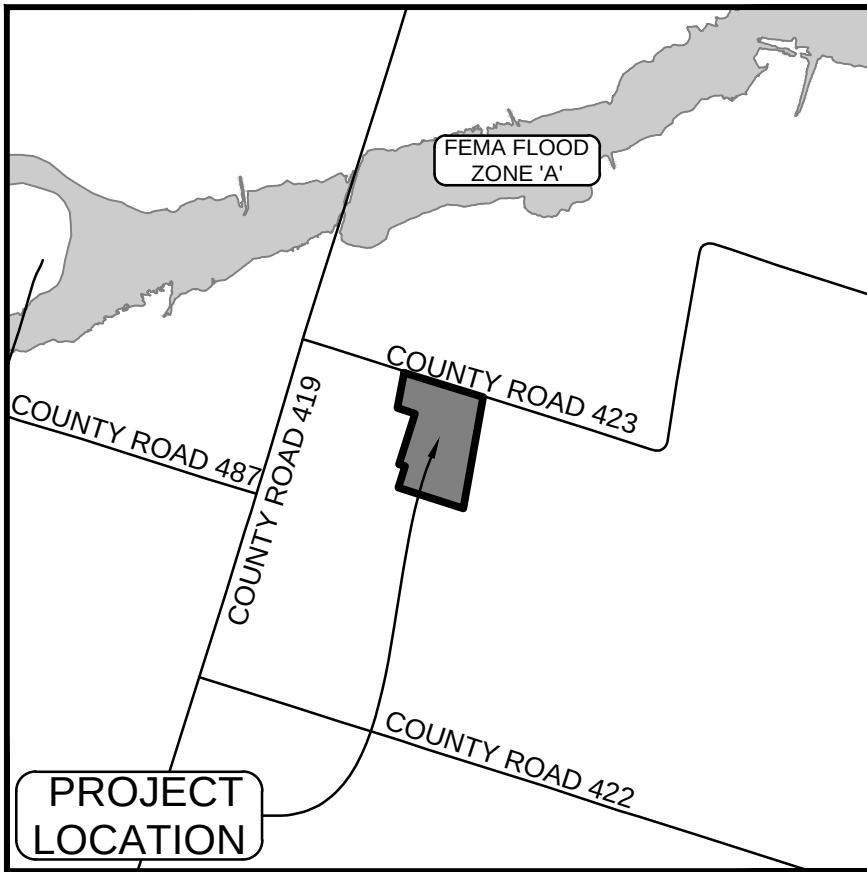
Started On: 04/29/2021 11:54 AM

PRELIMINARY PLAT
OF
RANCHES AT PECAN CREEK SUBDIVISION



0 100 200
SCALE: 1"=100'

BEARINGS CITED HEREON BASED ON STATE
PLANE COORDINATES, GRID NORTH, CENTRAL
ZONE, TEXAS NAD 83 (93).



VICINITY MAP
SCALE=1"=2,000'

LEGEND

- IRON ROD SET, CAPPED "BTS"
- IRON ROD FOUND
- BENCHMARK
- P.U.E. PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY

NOTES:

1. LOTS 2, 3, 4, 7, 8, AND 9 MAY NOT BE FURTHER SUBDIVIDED.
2. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
3. A SHARED DRIVEWAY EASEMENT IS HEREBY DEDICATED FOR LOTS 2, 3 AND 4. THIS SHARED DRIVE SHALL BE A PRIVATE ROAD CALLED "TIANNA DRIVE."
4. A SHARED DRIVEWAY EASEMENT IS HEREBY DEDICATED FOR LOTS 7, 8 AND 9. THIS SHARED DRIVE SHALL BE A PRIVATE ROAD CALLED "KAMDIN DRIVE."
5. ALL LOTS SHALL BE 2 ACRES OR LARGER WITH A MAXIMUM IMPERVIOUS COVER OF 20%. NO DETENTION SHALL BE REQUIRED FOR THIS SUBDIVISION.

OWNER: SCOTT SENTENEY
RANCHES AT PECAN CREEK, LLC.
100 E WHITESTONE BLVD. STE 148 #218
CEDAR PARK, TEXAS 78613
PHONE 417.689.0707
E-MAIL
SSENTENEY@PREMIERLANDINVESTMENTS.COM

SURVEYOR: BRUCE BRYAN, RPLS
BYRAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574
PHONE 512.352.9090
E-MAIL BRUCE@BRYANTECHNICALSERVICES.COM

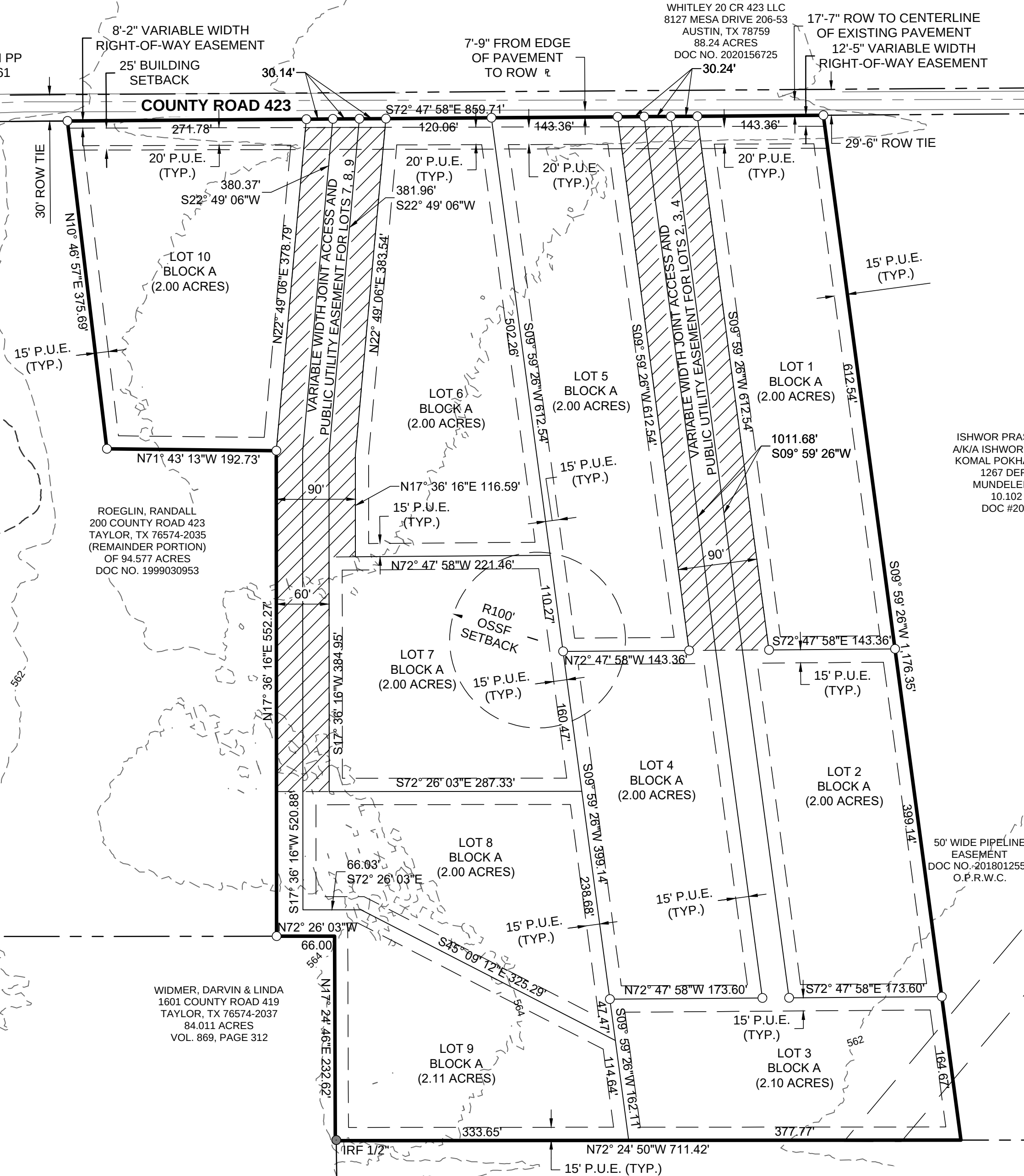
ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
FIRM F-22208
2431 PEARSON WAY
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL DATE: 3/8/2021

ORIGINAL SURVEY: PEDRO ZARAZA SURVEY
ABSTRACT NO. 14

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR
FLOOD PLAIN AS SHOWN ON FIRM PANEL
48491C0375F, DATED DECEMBER 20, 2019

NEW STREETS: NO NEW STREETS ARE PLANNED



ISHWOR PRASAD ADHIKARI
A/K/A ISHWOR ADHIKARI AND
KOMAL POKHAREL IDHIKARI
1267 DERBY LANE
MUNDELEIN, IL 60060
10.102 ACRES
DOC #2021041581

50' WIDE PIPELINE
EASEMENT
DOC NO. 2018012552
O.P.R.W.C.

WIDMER, DARVIN & LINDA
1601 COUNTY ROAD 419
TAYLOR, TX 76574-2037
84.011 ACRES
VOL. 869, PAGE 312

WILLIAM C. BRYAN
751 COUNTY ROAD 405
TAYLOR, TX 76574-5432
125.63 ACRES
DOC NO. 2006049719

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

FIRM No. 10128500
surveying@austin.tx.com
www.bryantechnicalservices.com

PHONE: (512) 352-9090
FAX: (512) 352-9091

Henderson Professional Engineers



600 ROUND ROCK WEST
DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com

Civil Engineering

WBE210166 | HUB 1853873845300

Commissioners Court - Regular Session**26.****Meeting Date:** 05/04/2021

TAGITM Excellence Award

Submitted For: Richard Semple**Submitted By:** Richard Semple,
Information Technology**Department:** Information Technology**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on recognizing Williamson County Technology Services as a winner of the Texas Association of Government IT Managers (TAGITM) 2021 Excellence Award.

Background

Williamson County was selected as one of two winners of an Excellence Award by the Texas Association of Government IT Managers (TAGITM) at the annual conference in April 2021. Wilco IT staff accepted this award for the project of migrating our computer management to the Microsoft Azure platform. This effort involved a lot of planning and hard work to improve the process of managing and securing our computers. Now, we have significantly improved security and ease of management of the over 2,000 devices used by Williamson County wherever they are used – on the network or remote.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 12:03 PM

Started On: 04/27/2021 10:45 AM

Commissioners Court - Regular Session**27.****Meeting Date:** 05/04/2021

Susan Blackledge

Submitted For: Valerie Covey**Submitted By:** Rachel Rull,
Commissioner
Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action to recognize Berry Springs Park Manager Susan Blackledge on her retirement after 16 years of service to Williamson County.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 04/29/2021

Reviewed By

Andrea Schiele

Date

04/29/2021 11:02 AM

Started On: 04/29/2021 10:54 AM

Commissioners Court - Regular Session**28.****Meeting Date:** 05/04/2021

Susan Blackledge Nature Trail

Submitted For: Valerie Covey**Submitted By:** Rachel Rull,
Commissioner
Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on naming a trail section within Berry Springs Park after Susan Blackledge.

Background

The section of trail to be named in honor of Susan is west of IH-35.

Fiscal Impact

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

Attachments

Map

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 04/29/2021

Reviewed By

Andrea Schiele

Date



04/29/2021 12:03 PM

Started On: 04/29/2021 11:50 AM

Trail

Write a description for your map.

Legend

-  Berry Springs
-  Trail 0.39 miles



Google Earth

© 2021 Google

Commissioners Court - Regular Session**29.****Meeting Date:** 05/04/2021

Ozone and particulate matter presentation from CAPCOG

Submitted For: Terry Cook**Submitted By:** Garry Brown,
Commissioner
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Hear presentation from the Capital Area Council on Governments Clean Air Coalition regarding ozone and particulate matter, what they are, how are they different, and their affects on health.

Background

Fiscal Impact

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

Attachments

Ozone air quality guide

Particulate Matter air quality guide

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 04/22/2021

Reviewed By

Andrea Schiele

Date

04/22/2021 12:04 PM

Started On: 04/22/2021 11:54 AM

Air Quality Guide for Ozone

Ground-level ozone is one of our nation's most common air pollutants. Use the chart below to help reduce your exposure and protect your health. For your local air quality, visit www.airnow.gov

| Air Quality Index | Who Needs to be Concerned? | What Should I Do? |
|--|--|--|
| Good (0-50) | | It's a great day to be active outside. |
| Moderate (51-100) | Some people who may be unusually sensitive to ozone. | Unusually sensitive people: Consider reducing prolonged or heavy outdoor exertion. Watch for symptoms such as coughing or shortness of breath. These are signs to take it easier. Everyone else: It's a good day to be active outside. |
| Unhealthy for Sensitive Groups (101-150) | Sensitive groups include people with lung disease such as asthma, older adults, children and teenagers, and people who are active outdoors. | Sensitive groups: Reduce prolonged or heavy outdoor exertion. Take more breaks, do less intense activities. Watch for symptoms such as coughing or shortness of breath. Schedule outdoor activities in the morning when ozone is lower. People with asthma should follow their asthma action plans and keep quick-relief medicine handy. |
| Unhealthy (151-200) | Everyone | Sensitive groups: Avoid prolonged or heavy outdoor exertion. Schedule outdoor activities in the morning when ozone is lower. Consider moving activities indoors. People with asthma , keep quick-relief medicine handy. Everyone else: Reduce prolonged or heavy outdoor exertion. Take more breaks, do less intense activities. Schedule outdoor activities in the morning when ozone is lower. |
| Very Unhealthy (201-300) | Everyone | Sensitive groups: Avoid all physical activity outdoors. Move activities indoors or reschedule to a time when air quality is better. People with asthma , keep quick-relief medicine handy. Everyone else: Avoid prolonged or heavy outdoor exertion. Schedule outdoor activities in the morning when ozone is lower. Consider moving activities indoors. |
| Hazardous (301-500) | Everyone | Everyone: Avoid all physical activity outdoors. |

Note: If you don't have an air conditioner, staying inside with the windows closed may be dangerous in extremely hot weather. In these cases, seek alternative shelter.

Key Facts to Know About Ozone:

- Ozone in the air we breathe can cause serious health problems, including breathing difficulty, asthma attacks, lung damage, and early death.
- Ozone forms in the sun, usually on hot summer days. Ozone is worse in the afternoon and early evening, so plan outdoor activities for the morning.
- You can reduce your exposure to ozone and still get exercise! Use the Air Quality Index (AQI) at www.airnow.gov to plan your activity.

What is ozone?

Ozone is a colorless gas that can be good or bad, depending on where it is. Ozone in the stratosphere is good because it shields the earth from the sun's ultraviolet rays. Ozone at ground level, where we breathe, is bad because it can harm human health.

Ozone forms when two types of pollutants (VOCs and NOx) react in sunlight. These pollutants come from sources such as vehicles, industries, power plants, and products such as solvents and paints.

Why is ozone a problem?

Ozone can cause a number of health problems, including coughing, breathing difficulty, and lung damage. Exposure to ozone can make the lungs more susceptible to infection, aggravate lung diseases, increase the frequency of asthma attacks, and increase the risk of early death from heart or lung disease.

Do I need to be concerned?

Even healthy adults can experience ozone's harmful effects, but **some people may be at greater risk**. They include:

- People with lung disease such as asthma
- Children, including teenagers, because their lungs are still developing and they breathe more air per pound of body weight than adults
- Older adults
- People who are active outdoors, including outdoor workers

How can I protect myself?

Use the Air Quality Index (AQI) to plan outdoor activities. To keep the AQI handy, sign up for EnviroFlash emails, get the free AirNow app, or install the free widget on your website. Find all of these tools at www.airnow.gov.

Stay healthy: exercise, eat a balanced diet, and keep asthma under control with your asthma action plan.

When you see that the AQI is unhealthy, take simple steps to reduce your exposure:

- Choose a less-strenuous activity
- Take more breaks during outdoor activity
- Reschedule activities to the morning or to another day
- Move your activity inside where ozone levels are usually lower

Can I help reduce ozone?

Yes! Here are a few tips.

- Turn off lights you are not using
- Drive less: carpool, use public transportation, bike or walk
- Keep your engine tuned, and don't let your engine idle
- When refueling: stop when the pump shuts off, avoid spilling fuel, and tighten your gas cap
- Inflate tires to the recommended pressure
- Use low-VOC paint and cleaning products, and seal and store them so they can't evaporate
- Watch for Air Quality Action Days in your area

Air Quality Guide for Particle Pollution

Harmful particle pollution is one of our nation's most common air pollutants. Use the chart below to help reduce your exposure and protect your health. For your local air quality forecast, visit www.airnow.gov

| Air Quality Index | Who Needs to be Concerned? | What Should I Do? |
|---|--|---|
| Good (0-50) | | It's a great day to be active outside. |
| Moderate (51-100) | Some people who may be unusually sensitive to particle pollution. | Unusually sensitive people: Consider reducing prolonged or heavy exertion. Watch for symptoms such as coughing or shortness of breath. These are signs to take it easier. Everyone else: It's a good day to be active outside. |
| Unhealthy for Sensitive Groups (101-150) | Sensitive groups include people with heart or lung disease, older adults, children and teenagers. | Sensitive groups: Reduce prolonged or heavy exertion. It's OK to be active outside, but take more breaks and do less intense activities. Watch for symptoms such as coughing or shortness of breath. People with asthma should follow their asthma action plans and keep quick relief medicine handy. If you have heart disease: Symptoms such as palpitations, shortness of breath, or unusual fatigue may indicate a serious problem. If you have any of these, contact your health care provider. |
| Unhealthy (151-200) | Everyone | Sensitive groups: Avoid prolonged or heavy exertion. Consider moving activities indoors or rescheduling. Everyone else: Reduce prolonged or heavy exertion. Take more breaks during outdoor activities. |
| Very Unhealthy (201-300) | Everyone | Sensitive groups: Avoid all physical activity outdoors. Move activities indoors or reschedule to a time when air quality is better. Everyone else: Avoid prolonged or heavy exertion. Consider moving activities indoors or rescheduling to a time when air quality is better. |
| Hazardous (301-500) | Everyone | Everyone: Avoid all physical activity outdoors. Sensitive groups: Remain indoors and keep activity levels low. Follow tips for keeping particle levels low indoors. |

Key Facts to Know About Particle Pollution:

- Particle pollution can cause serious health problems – including asthma attacks, heart attacks, strokes and early death.
- Particle pollution can be a problem at any time of the year, depending on where you live.
- You can reduce your exposure to pollution and still get exercise! Use daily Air Quality Index (AQI) forecasts at www.airnow.gov to plan your activity.

What is particle pollution?

Particle pollution comes from many different sources. Fine particles (2.5 micrometers in diameter and smaller) come from power plants, industrial processes, vehicle tailpipes, woodstoves, and wildfires. Coarse particles (between 2.5 and 10 micrometers) come from crushing and grinding operations, road dust, and some agricultural operations.

Why is particle pollution a problem?

Particle pollution is linked to a number of health problems, including coughing, wheezing, reduced lung function, asthma attacks, heart attacks and strokes. It also is linked to early death.

Do I need to be concerned?

While it's always smart to pay attention to air quality where you live, **some people may be at greater risk from particle pollution.** They include:

- People with cardiovascular disease (diseases of the heart and blood vessels)
- People with lung disease, including asthma and COPD
- Children and teenagers
- Older adults
- Research indicates that obesity or diabetes may increase risk.
- New or expectant mothers may also want to take precautions to protect the health of their babies.

How can I protect myself?

Use AQI forecasts to plan outdoor activities. On days when the AQI forecast is unhealthy, take simple steps to reduce your exposure:

- Choose a less-strenuous activity
- Shorten your outdoor activities
- Reschedule activities
- Spend less time near busy roads

When particle levels are high outdoors, they can be high indoors – unless the building has a good filtration system.

Keep particles lower indoors:

- Eliminate tobacco smoke
- Reduce your use of wood stoves and fireplaces
- Use HEPA air filters and air cleaners designed to reduce particles
- Don't burn candles

Can I help reduce particle pollution?

Yes! Here are a few tips.

- Drive less: carpool, use public transportation, bike or walk
- Choose ENERGY STAR appliances
- Set thermostats higher in summer and lower in winter
- Don't burn leaves, garbage, plastic or rubber
- Keep car, boat and other engines tuned



Commissioners Court - Regular Session**30.****Meeting Date:** 05/04/2021

Air Quality Awareness Week 2021

Submitted For: Terry Cook**Submitted By:** Garry Brown,
Commissioner
Pct. #1**Department:** Commissioner Pct. #1**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a proclamation designating May 3 -7, 2021 as Air Quality Awareness Week in Williamson County.

Background

Fiscal Impact

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

Attachments

Air Quality Awareness Week Proclamation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Garry Brown

Final Approval Date: 04/21/2021

Reviewed By

Andrea Schiele

Date

04/21/2021 12:12 PM

Started On: 04/21/2021 12:04 PM



PROCLAMATION

WHEREAS, air quality can threaten our environment, economy, and the health of the residents of Williamson County; and

WHEREAS, air pollution levels in Central Texas were considered “moderate” or worse as a result of elevated ozone (O₃) or fine particulate matter (PM_{2.5}) pollution on thirty-four percent of days in 2020, according to the National Air Quality Index; and

WHEREAS, children, older adults, people with lung disease and people with heart disease are particularly affected by poor air quality, and make up about two out of every five residents in the CAPCOG region; and

WHEREAS, ground-level O₃ levels in the Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA) remain close to exceeding the O₃ National Ambient Air Quality Standard (NAAQS) and the regions PM_{2.5} levels are within the range EPA recently considered for the PM_{2.5} NAAQS; and

WHEREAS, ground-level ozone is an odorless, colorless gas that leads to respiratory problems and is driven locally by combustion sources such as cars, trucks, construction equipment, and power plants; and

WHEREAS, particulate matter, which is different from ozone, is defined as the sum of all solid and liquid particles suspended in air, which include both organic and inorganic particles, such as dust, pollen, soot, smoke, and liquid droplets, which can vary in size and come from sources such as road and construction dust, prescribed fires, commercial cooking, and mining and quarrying; and

WHEREAS, particles with diameters of 2.5 micrometers or smaller are small enough to penetrate and harm numerous body systems, and have been shown scientifically to cause premature death, lung cancer, cardiovascular effects, nervous system effects, and respiratory effects; and

WHEREAS, remaining in compliance with the NAAQS is important not only for public health, but also for the region’s economy and ability to conduct transportation planning; and

WHEREAS, the U.S. Environmental Protection Agency has designated May 3-7, 2021, as National Air Quality Awareness Week; and

WHEREAS, Williamson County supports the efforts of the Central Texas Clean Air Coalition and the U.S. Environmental Protection Agency to promote air quality.

NOW THEREFORE BE IT RESOLVED that the Williamson County Commissioners Court does hereby proclaim May 3 - 7, 2021 as “**Air Quality Awareness Week**” in Williamson County and encourages our residents and employees to educate themselves about air quality, including visiting CAPCOG’s Air Central Texas website at AirCentralTexas.org, and promote air quality and air quality awareness within our community.

Signed on this date: _____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court

Commissioners Court - Regular Session**32.****Meeting Date:** 05/04/2021

Revision to Procurement Card Manual

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving revisions to the Procurement (P-Card) Manual.

Background

All tracking of procurement cards will now be facilitated in Service Now to include new card requests, cancelations, limit changes and reporting of lost and stolen cards. For questions on the new process contact Brenda Fuller or Kerstin Hancock in the Purchasing Department.

Fiscal Impact

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

Attachments

P-Card manual

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 04/29/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

04/29/2021 08:35 AM

04/29/2021 08:39 AM

Started On: 04/28/2021 07:04 PM



PROCUREMENT CARD PROGRAM (P-Card) USER MANUAL AND POLICIES

Revised: May 2021



PURCHASING CARD PROGRAM ADMINISTRATORS:

Primary: Brenda Fuller 512-943-1607; brendafuller@wilco.org
Back up: Kerstin Hancock 512-943-1546; khancock@wilco.org

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INTRODUCTION

Welcome to the JPMorgan Chase Bank Procurement Card Program. This program is designed to help better manage low-dollar purchases and brings many benefits to Williamson County and our suppliers.

The success of the Procurement Card Program and its continuing use depends on your participation and cooperation. Please be sure to read and follow the program guidelines as specified within this manual.

PURPOSE



The purpose of Procurement Card Program rules and procedures is to accomplish the following:

- ✓ Reduce the cost of high volume, low dollar transactions. This program also helps reduce the use of check requests, and small dollar purchase orders.
- ✓ Provide an efficient method of purchasing and paying for commodities and services not exceeding an approved single purchase limit. **The Procurement Card shall ONLY be used for County business related purchases.**
- ✓ Reduce travel time and paperwork involving purchases.
- ✓ Develop reasonable and enforceable rules, procedures and audit controls. The program is NOT intended to avoid or bypass appropriate purchasing or payment procedures, but to complement the existing processes.
- ✓ Enable the purchase of non-restricted commodities, by telephone, on the internet, or in person, directly from approved suppliers. **The card is intended to be used for:**
 - **Emergency and Small Dollar purchases** (any purchases under \$5,000 not requiring approval of County Judge and as approved by the department head or elected Official)
 - **Registration fees**
 - **Business travel**
 - **Training**
- ✓ Increase the number of suppliers immediately accessible to Williamson County.
- ✓ Improve management reporting on low dollar transactions.
- ✓ Provide for disciplinary action if the Procurement Card is misused.
- ✓ Provide training on an ongoing basis for the use, reporting, and market updates of the Procurement Card.
- ✓ Ensure Williamson County bears no legal liability for inappropriate use of the Procurement Card.

In addition to the personal procurement cards issued in the cardholder's name, the County also allows Department Cards to be issued in a Department's name. The purpose of the Williamson County Purchasing Department Card is to provide a tool for departments to utilize the benefits of a procurement card while keeping the number of cards in the department to a minimum. Rather than assigning a procurement card to specific employees, the Department Card is issued in the name of the department responsible. One person, generally the department coordinator, is responsible for tracking all transactions on a department card log and obtaining all receipts and documentation from the employees using the card to submit them with the statement for payment. The department coordinator, who signs the cardholder agreement at the time the card is issued, is responsible for informing employees about all rules and procedures as set forth in the procurement card manual prior to entrusting them with the card. Each individual employee entrusted with the department card is responsible for tracking all receipts for the transactions made by them and providing said receipts and any additional supporting documentation required to the Department Coordinator. Failure to follow procedures as set forth in the procurement card manual may lead to disciplinary actions of the trustee. This card will reside under the responsibility of the Department Coordinator or designated person:



THE PROCUREMENT CARD PROGRAM BRINGS MANY BENEFITS TO...

Cardholders - You will be able to register for training/seminars, obtain supplies directly from your suppliers without using a purchase order. This streamlines the procurement process and can help improve turnaround time on receipt of your order. It significantly reduces the workload and processing costs related to the purchase and payment of supplies.

Williamson County - The Procurement Card program provides a cost-efficient, alternative method for procurement of low-dollar supplies. Built-in card features make the program easy to control and manage and reduces processing costs at all levels by reducing the number of requisitions, purchase orders, invoices and checks. The Procurement Card enables all departments to focus on higher value added activities.

Suppliers - The Procurement Card will be welcomed by suppliers who accept MASTERCARD. When they accept the card for business purchases, suppliers need not send invoices to Williamson County, and they will receive payment directly from JPMorgan Chase Bank within 48 hours.

SUMMARY OF PROGRAM

Williamson County, Texas has contracted with JPMorgan Chase Bank for a Procurement Card Program. All cards are issued at the request of the department. Card usage will be monitored, and cards may be suspended or rescinded at any time.

Please read all instructions, rules and procedures carefully. The signature on the Cardholder Agreement indicates understanding the intent of the program and agrees to adhere to the established rules and procedures. The Program Administrator will issue the Procurement Card after receipt of the signed agreement provided. The cardholder may begin using the card immediately and will be required to attend training provided by Purchasing before receiving the card.

Record keeping is essential to ensure the success of the program. Standard payment policies require retention of receipts and other documentation. **As with any card, the cardholder must retain sales slips, cash register receipts, invoices, order forms and receiving documents.**

Individual transactions, including shipping and handling, may not exceed the approved single purchase limit. Each Procurement Card has also been assigned a monthly total dollar limit, a single daily transaction limit, and a Merchant Category Code (MCC) Buying Group which will include or exclude designated merchant types specifically customized for each cardholder according to buying requirements needed by their department.

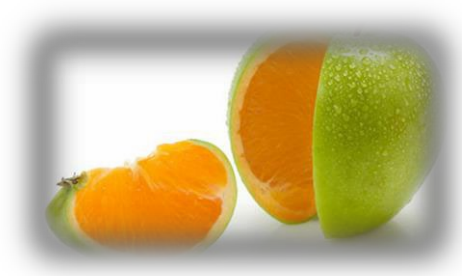
Purchases must be for the use and benefit of Williamson County. NO PERSONAL PURCHASES ARE ALLOWED. In the event inadvertent, incidental personal charges appear on a County Procurement Card due to travel, **the expense must be reimbursed to the County immediately.** Refer to Williamson County Travel Policy as reflected in the Williamson County Employee Policy Manual for detailed instructions regarding reimbursement of such expenses.

Suppliers are usually paid by JPMorgan Chase Bank within three (3) business days of the transaction. **Please indicate to suppliers that they must not invoice Williamson County because it might result in a duplicate payment. REMIND SUPPLIERS OF WILLIAMSON COUNTY TAX EXEMPT STATUS before making the purchase.** The cardholder may provide the supplier with a copy of the Texas Sales and Use Tax Exemption Certification that has the Williamson County Tax ID number listed. Cardholders are responsible for the security of the Procurement Card and the transactions made against it. The card is issued in the Cardholder's personal name and under the corporate name of Williamson County.

The Procurement Card is a County asset and is required to be tracked in Service Now. It is also a form of payment and therefore subject to the guidelines set by Law, and other County purchasing policies and requirements

- ✓ **Payments using a Procurement Card are to be made at time of purchase and NOT after receipt of products and/or services. If an invoice arrives after the product/services have already been received, then the invoice must be sent to the County Judge for approval and then the invoice will be forwarded to Accounts Payable for payment.**
- ✓ **Procurement Cards cannot be used for purchases where any County commodity has already reached the \$50,000 fiscal year purchase limit through a combination of Purchase Orders AND Procurement Card purchases.**
- ✓ **Any County commodity over the \$50,000 fiscal year limit must be competitively bid or found on a Purchasing Co-op or inter local agreement where a competitive bid has already taken place.** Please contact the Program Administrator with any questions before the purchase is made.

DIFFERENCES BETWEEN THE PROCUREMENT CARD & A PERSONAL CREDIT CARD



The Procurement Card is used like a personal credit card. However, as a County Procurement Card, there are differences to be aware of:

- ✓ The County departments are responsible for all charges made on the Procurement Card. Unlike personal credit cards, which have limited liability if lost or stolen, unless the proper procedures in reporting lost or stolen cards are followed, **the County may be liable for all purchases made with a Procurement Card.**
- ✓ **There is no personal liability on the card unless the cardholder violates the terms of the card use** set forth herein or as specified in the Cardholder's Agreement.
- ✓ The transactions charged to a cardholder Procurement Card are billed directly to Williamson County by JPMorgan Chase Bank, even though the name of the cardholder is on the card.



PROCUREMENT CARD RESPONSIBILITY SUMMARY

General Responsibilities

The following are general guidelines applying to any County Employee or Official handling with County Procurement Card or associated data:

- ✓ **The Procurement Card must be treated with extra care because it is a Williamson County Asset and the Cardholder or anyone who is part of the procurement card process is responsible for its security. The Procurement card, the associated card number and the expense report must be kept in a secure location.**
- ✓ **Only the employee whose name is embossed on the card may use the Procurement Card.** No other individual is authorized to use the card or the card account number.
- ✓ **ALL PERSONAL CHARGES TO THE COUNTY PROCUREMENT CARD MUST BE AVOIDED. If personal transactions have been found, inform the Cardholder's Department Head.** Personal items are defined as anything that is not purchased for use and ownership by the County. It is a violation of this policy to use the Procurement Card for any personal purchase or personal transaction. Should this policy be violated, the transaction may be investigated, the Procurement Card may be removed from the violator, and the action could result in permanent revocation of the card, termination of employment, and possible criminal prosecution. **In the event inadvertent, incidental personal charges appear on a County Procurement Card due to travel, the expense must be reimbursed to the County immediately.** Refer to Williamson County Travel Policy as reflected in the Williamson County Employee Policy Manual located on the Human Resources SharePoint site for detailed instructions regarding reimbursement of such expenses.
- ✓ No cash advances, cash refunds - defined as cash, cash in addition to purchase, and cash in lieu of credit for the return or exchange of a purchase. Violation of this policy shall result in revocation of the Procurement Card from the user with investigation that could result in termination and/or criminal prosecution.
- ✓ Any product or service normally considered to be an inappropriate use of County funds.
- ✓ **NO Sales Tax can be charged to a County Procurement Card. In any case where sales tax has been incorrectly charged, credit needs to immediately be obtained from the vendor, or it must be reimbursed to the County by the Cardholder.**
- ✓ **Split purchases on a Procurement Card to avoid the existing procurement process (i.e. multiple transactions to the same vendor on the same day when the combined total of the orders exceed the Procurement Card transaction limit) are against State Law and County Procurement Card Policy.** Multiple items may be purchased, but the invoice cannot exceed the cardholder's single purchase limit. **Deliberately splitting a purchase to circumvent these procedures may result in suspension or revocation of the Procurement Card.**
- ✓ **Timely processing of Monthly Expense Reports.**

- ✓ Expense Reports are monthly billing statements that are downloaded from the JPMorgan Chase website, by the Department Coordinator. **An annual list providing all monthly dates on which Expense Reports must be downloaded, printed and reconciled.** The list can be found on the Purchasing Portal SharePoint site in the *Procurement Card* section under *Forms and Tools*. **It is highly recommended that this list of dates be entered into the Department Coordinator's Outlook Calendar to provide monthly reminders of these key dates.**
- ✓ Unauthorized or fraudulent transactions charged to the County must be immediately reported to the Procurement Card Administrator and the Cardholder's Department Head.
- ✓ Attendance of any Procurement Card training required by the Purchasing Department.
- ✓ Compliance with all Laws, Purchasing, Procurement Card, and Williamson County Employee policies and procedures.
- ✓ Lost or stolen cards must be reported to JPMorgan Chase Bank immediately by calling 1-800-890-0669 and contacting Program Administrator (Purchasing) immediately:
 - Brenda Fuller: 512-943-1607
 - Kerstin Hancock: 512-943-1546
- Lost or stolen cards must also be reported by selecting the Lost/Stolen option on the **Purchasing Card Request form in Service Now**. DO NOT disable the card. Disabling the card in Service Now would prompt having to request a brand-new card in Service Now with a new application that is set up for first time cardholders only.

Cardholder

An employee of Williamson County who is approved by his/her Department Head to use the Procurement Card to execute purchase transactions on behalf of Williamson County.

- ✓ Makes certain accounts to be charged have sufficient funds to cover the charges.
- ✓ Orders/receives materials and services.
- ✓ Obtains three (3) quotes for purchases exceeding \$4,999
- ✓ Obtains County Judge's approval for purchases exceeding \$4,999
- ✓ Makes certain sales tax is **NOT** charged or that is credited back, if it occurs.
- ✓ Fixed assets \$500 and greater must be reported to the Auditor's Office.
- ✓ Reviews card activity frequently.
- ✓ Retains all Procurement Card receipts, cash register receipts, packing slips, etc. for monthly statement reconciliation **or** provides signed affidavit with the purpose of the transaction and reason why a receipt could not be obtained.
- ✓ Secures a safe place to organize and keep all receipts.
- ✓ Informs Department Coordinator of location where receipts are kept.

- ✓ **TIP:** When making a purchase via the internet, the supplier will provide a confirmation or email with details of the order. If not provided by the supplier via email or fax, use the key on your computer keypad called PRINT SCREEN before exiting the website. Right click on your computer mouse to PASTE the information to a WORD document. This should be used as the receipt.

- ✓ Reports unrecognized transactions to JPMorgan Chase and the Program Administrator immediately.
- ✓ Handles disputed items by calling the supplier immediately to receive a credit back to the Procurement Card.
- ✓ Calls the 800 number on back of Procurement Card when having problems using the card or the transaction is denied.

Procurement card pick-up for a new card or replacement card:

- ✓ After a card has been issued by JPMorgan Chase it will be sent to the Purchasing Department. The cardholder will be notified by email and asked to attend a 5 to 10-minute orientation. If the cardholder fails to pick up the card within two weeks following the notification email, a second reminder will be sent out. **The card will be destroyed, and the card account will be canceled if the card has not been obtained within 30 days of the second reminder.**
- ✓ The Procurement Card expires after two years. Approximately one month before the expiration of the card JPMorgan Chase will automatically send a new card to the Purchasing Department. The card holder will be notified by email and will have to **return the old card to the Purchasing Department before the new card can be issued.** If the cardholder fails to pick up the card within two weeks following the notification email, a second reminder will be sent out. **The card will be destroyed and the card account will be canceled if the card has not been obtained within 30 days of the second reminder.**

Cardholder infractions are a serious issue and may result in disciplinary action including:

- Retraining
 - Reduction of credit limits
 - Suspension of account
 - **Theft, fraud, or intentional policy violations may result in permanent closure of account or termination of employment, based on severity of**
- ❖ *Suspended or cancelled Procurement Cards must be returned to Purchasing within 24 hours after receiving a notice.*



PROCUREMENT CARD RESPONSIBILITY SUMMARY

Department Coordinator

An employee in each department designated by the Department Head to be responsible for reviewing transactions of individual Cardholders to make sure the transactions are legitimate business expenses and are classified appropriately.

- ✓ Ensures that all receipts or invoices documenting the detail of items purchased are attached to the Expense Report.
- ✓ Ensures that all original receipts are reviewed on each transaction and charged to the appropriate account codes.
- ✓ Determines that amounts are reasonable for items purchased.
- ✓ Ensures that errors and disputes from the prior month have been corrected and included on the monthly Expense Report.

NOTE: If a cardholder has a receipt, invoice or credit that does not appear on the monthly Expense Report, hold the receipt until the next monthly Expense Reporting period to allow for the transaction to appear due to the fact that the supplier may process the transaction several days after the actual purchase. Notify the Purchasing Program Administrator if the charge is not recorded on the following month for proper investigation by the Bank.

- ✓ Verifies appropriateness of account codes.
- ✓ **Department Coordinators must verify that the Expense Report is completed with all receipts, signed with a department approved signature and delivered to the Accounts Payable Division of the Auditor's Office within 5 days from the date that Expense Reports are available to be printed**
- ✓ Handles disputed items that cardholder is unable to resolve.
- ✓ Informs department cardholders of any changes or updates to the Procurement Card User Manual, or other communications from the Program Administrator.
- ✓ Annually reviews all cardholder accounts to determine if card limits are appropriate and if any other changes are needed.
- ✓ Participates in Procurement Card department audits as administered by the Auditor's Office.
- ✓ Monitors declined authorizations for signs of merchant fraud.
- ✓ Monitors disputed transactions.

- ✓ Monitors credit limits based on spending needs.
- ✓ Monitors trailing activity on closed accounts.
- ✓ Notifies the Program Administrators/Purchasing of lost or stolen cards:
 - Brenda Fuller: 512-943-1607
 - Kerstin Hancock: 512-943-1546



PROCUREMENT CARD RESPONSIBILITY

Department Head/Designated Manager

The Department Head or their designated Manager is responsible for approving Procurement Card applications for their employees, assigning a Department Coordinator, and submitting applications to the Procurement Card Program Administrator. The Department Head or designated Manager's approval delegates transaction authority to the Cardholder.

- ✓ Requests Procurement Cards for designated employees that are permanent employees of Williamson County as verified by the County's Human Resources Department and generates appropriate request to the Procurement Card Program Administrator utilizing the **Purchasing Card Request** located in the **Employee Asset Management Section** in **Service Now**. The Service Now Request includes a link to the **Purchasing Card Application** which needs to be completed by the Department Head or designated Manager. Once the Application is completed and approved by the Procurement Card Program Administrator the card order is placed with JP Morgan Chase.
- ✓ Recommends Departmental spending limits, make any subsequent changes in spending limits and all information needed within established guidelines. **Limit changes must also be requested through the Purchasing Card Request form in Service Now.**
- ✓ **Cancels all Procurement Cards of terminated or transferred employees:**
 - **Requests cancellation of card in the Purchasing Card Request Form in Service Now before Termination is entered.**
 - **Returns card to the Program Administrator for immediate cancellation.**
- ✓ Reviews or delegates review of each cardholder's monthly transactions charged to appropriate account code.
- ✓ Signs Cardholder's Expense Report and forwards to Department Coordinator.
- ✓ Advises the Program Administrator by email when a cardholder is transferring to a new department. Procurement Cards will be cancelled upon the transfer of a cardholder to a new department and a new card may be issued at the discretion of the new department by submitting a Purchasing Card Request in Service now for a new card. Follow request to cancel procedures as shown above.



PROCUREMENT CARD RESPONSIBILITY SUMMARY

Accounts Payable (Auditor's Office)

The Accounts Payable Department audits and verifies monthly Procurement Card transactions for appropriate usage and pays the County Procurement Card bill. Accounts Payable also communicates closely with the Procurement Card Administrator about cardholder infractions and issues.

- ✓ Receives monthly billing statement from JPMorgan Chase Bank.
- ✓ Receives monthly Expense Reports with attached receipts from all Cardholders.
- ✓ Notifies the Program Administrator of any discrepancies or concerns from JPMorgan Chase Bank or Cardholders.
- ✓ Processes monthly payment to JPMorgan Chase Bank **by invoice due date**.
- ✓ Notifies Purchasing Director and Procurement Card Administrator of any late payments to JPMorgan Chase Bank.
- ✓ Notifies Purchasing Director and Procurement Card Administrator of all rebate funds received from JPMorgan Chase Bank.
- ✓ Monitors / audits all Procurement Card transactions each month to include the following:
 - Sales tax included on purchases.
 - Detailed invoices or receipts are not included for each purchase.
 - Back-up documentation lacking or not included.
 - Personal purchases made on the County Procurement Card.
- ✓ Provides written documentation with a recommendation to the Program Administrator of any Cardholder infractions, suspensions, or cancellations to be implemented.

JPMorgan Chase Bank

JPMorgan Chase Bank is the issuer of the Williamson County Procurement Card Program. Their responsibilities will include all activities related to the underwriting, promotion, and issuance and servicing of the card:

- ✓ JPMorgan Chase Bank utilizes Smart Data Online web-based reporting system for posting all transactions to the County's Procurement Card account and includes all cardholder accounts for review.
- ✓ JPMorgan Chase Bank processes reported lost, stolen, canceled or reassigned cards as reported to them by the Program Administrator for Williamson County. The Bank will assist in processing errors and disputes with suppliers as necessary.

JPMorgan Chase Bank Customer Service: 1-800-890-0669



PROCUREMENT CARD RESPONSIBILITY SUMMARY

Program Administrator (Purchasing Department)

The Program Administrator serves as the primary contact for the Williamson County Procurement Card Program. The Program Administrator acts as the intermediary for establishing and maintaining all management reports, procedures, training, card maintenance and monitors the overall performance of the Program.

- ✓ Coordinates the Procurement Card Program procedures and maintains Procurement Card Program User Manual.
- ✓ Processes properly authorized card requests, card changes, card limits and card cancellations, as approved by Department Heads.
- ✓ Assigns merchant codes to particular card types and groups and blocks merchant category codes when appropriate.
- ✓ Administers Procurement Card training programs for all county departments and stakeholders.
- ✓ Administers web based Smart Data Online (SDOL) applications internally and externally.
- ✓ Evaluates Procurement Card feedback from suppliers and departments.
- ✓ Reports non-received cards to JPMorgan Chase immediately.
- ✓ Alerts all cardholders immediately, if merchant fraud is detected or suspected.
- ✓ Works with Accounts Payable on any Cardholder infractions, suspensions, or cancellations to be implemented.
- ✓ Reports employee fraud to Department Head, Human Resources and proper law enforcement.
- ✓ Coordinates and maintains internal controls.
- ✓ Assists in resolving billing disputes.
- ✓ Participates in ongoing program reviews, upgrades, and corporate level training offered.
- ✓ Attends industry driven seminars and conferences to stay current with market trends.
- ✓ Tracks monthly Procurement Card spend, trends and issues.
- ✓ Tracks monthly Procurement Card rebate and ensures timely receipt from the bank.

PROCUREMENT CARD ESSENTIALS

REQUESTING A PROCUREMENT CARD



Department Head:

Authorizes permanent employees of Williamson County to purchase goods, materials and services on behalf of the County. Only the Department Head can authorize this responsibility.

- ✓ **All card requests must be entered into Service Now by Department Head or designated manager.** The Department Head or designated manager will recommend the dollar amount for limits that will be authorized to purchase by the cardholder and sign the application. The Procurement Card Request Form in Service Now must be utilized for this request. The Purchasing Program Administrator will place the order with JP Morgan Chase and notify cardholder when card arrives. The Procurement Card Request Form must be utilized for new cards, changes, and cancellations.

Applicant:

- ✓ Completes the application for a Procurement Card. Upon receipt of the card from the bank, the cardholder will sign the cardholder agreement and be scheduled for training.
- ✓ Form can be located on the Purchasing Portal SharePoint site in the *Procurement Card* section under *Forms and Tools*.

EXCLUSIONS BY MERCHANT CATEGORY CODE (MCC)



MCC is a numeric 4-digit code MasterCard assigns to each supplier to identify the supplier's primary product or service. **Specific MCC's are excluded or included according to use on all Williamson County Procurement Cards.** These exclusions or inclusions will cause a transaction to be declined at suppliers registered with these codes, i.e. (1) access to cash such as banks, ATM's, casinos and lotteries; (2) personal service providers such as barbers and beauty studios, health spas, and carpet cleaners; and (3) amusement and entertainment suppliers, such as theaters, bowling alleys and arcades. **NOTE:** If a supplier accepts MasterCard but the transaction is rejected, and the belief is that the purchase should be allowed, call the Program Administrator to determine the

cause. Some suppliers have codes that do not necessarily make sense, e.g. plumbing parts and supply wholesale/retail supplier may register as a “contractor”.

RETURNS, CREDITS & REJECTED MERCHANDISE

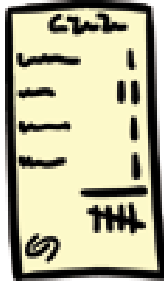


The cardholder is responsible for making all arrangements associated with Procurement Card returns. Cardholders are expected to follow up until the appropriate credit is issued against their Procurement Card.

To arrange a return:

- ✓ Notify supplier of items to be returned. (Many suppliers will not accept returns without prior return authorization).
- ✓ Ask the supplier to credit the Procurement Card for the return.
- ✓ **Under no circumstances should you accept cash or store credit in lieu of a credit to the Procurement Card account.**
- ✓ Follow supplier's packaging and labeling instructions.
- ✓ Complete appropriate documentation of shipment.

RECEIVING MATERIALS



- ✓ Every purchase must be documented with a receipt which will typically be a standard store receipt.
- ✓ If the purchase is shipped, request an invoice (marked paid) in addition to the packing slip in order to have an adequate receipt that includes total costs. Under certain circumstances, such as magazine subscriptions, membership applications and conference registrations, copies of the order forms will be acceptable as receipts. If ordering on the internet, print a copy of the final bill before leaving the website. This can serve as the receipt.
- ✓ The charge slip should be attached to the receipt for each transaction. Keep all receipts for use in reconciliation of Expense Reports.

TAX EXEMPT INFORMATION



Purchases made with the Procurement Card are Sales Tax Exempt.

- ✓ The county Sales Tax Exemption Form can be located on the Purchasing Portal SharePoint site, in the *Forms and Tools* section under Sales Tax. It can be downloaded and either emailed or faxed to any requesting supplier.
- ✓ Cardholders must inform suppliers that the County is tax exempt before any order is purchased or processes.
- ✓ The County is **not tax exempt from hotel and airline excise taxes**, these taxes **ONLY** are permitted for purchases using the procurement card.
- ✓ Users must be careful not to make purchases on the Web from Texas based suppliers that will not honor the tax exemption. **Users should contact the online supplier to make certain that tax will not be charged before the purchase is made.**
- ✓ **The County will require the user to obtain a reversal or credit back to the Procurement Card for errors in charging tax on any and all purchases using the Procurement Card. A receipt for the credit issued to the Procurement Card is required for reporting.**
- ✓ **Under no circumstances will cardholder accept cash or store credit in lieu of a credit to the Procurement Card account.**
- ✓ Some suppliers may require that sales tax exempt purchases be processed at their customer service desks. **Before leaving the store cardholders should review the receipt to verify they have been changed the correct prices and that sales tax was not charged. If the receipt is not correct, the cardholder is responsible for immediately correcting the transaction including the recovery of overcharges and incorrectly charged sales tax.**

FREQUENTLY ASKED QUESTIONS



Q: Can I send someone in my place to pick up my new or replacement Procurement Card?

A: No. All cards must be picked up by the Cardholder for whom the card was requested. Forms must be signed and instructions given to the Cardholder at the time the card is picked up.

Q: I have requested a new card. What do I do with the old card?

A: The old card must be turned in to the Program Administrator at the time the new card is picked up.

Q: How can I check the balance of my card to ensure I am not over the monthly spending limits?

A: Call the phone number on the back of the card for customer service and they can provide you with your available balance. If you have additional issues or problems, please contact the Program Administrator.

Q: My card is about to expire. What happens and when?

A: The card is good until the end of the month in which it expires. A new card will automatically be sent to the Program Administrator and you will be notified when the card arrives so that you can pick it up and sign any needed documents.

Q: How do I report a lost or stolen card?

A: IMMEDIATELY REPORT LOST OR STOLEN CARDS:

- ✓ *Call JPMorgan Chase Bank at 1-800-890-0669 to report a lost or stolen card*
- ✓ Record the name of the person at JPMorgan Chase Bank that took the call of the reported lost or stolen card
- ✓ Notify the Program Administrators/Purchasing:
 - Brenda Fuller: 512-943-1607
 - Kerstin Hancock: 512-943-1546
- ✓ **Do not request or accept a new replacement card directly from JPMorgan Chase Bank**
- ✓ Purchasing will request a new card if applicable and follow up with distribution of the new card
- ✓ A new Cardholder agreement must be signed in order to receive a new card

Q: How do I make changes to my information or card limits?

A: Your Department Coordinator and/or Department Head must advise the Program Administrator by submitting a completed Procurement Card Request Form in Service Now of any name and/or limit changes of cardholders. The Program Administrator will make the appropriate changes to the cardholder's account.

Q: How do I use the card to place an order?

A: You should be prepared to provide name, card number, and expiration date when placing an order. Cardholders are not provided with PIN numbers. **Be sure to inform the supplier that the County is tax-exempt before the order is processed. All receipts must be checked before leaving the supplier's place of business to ensure tax has not been added to the purchase.** Ask the supplier to provide a detailed receipt/packing list that includes product description, price, and freight/delivery charges. **ALL charge slips and receipts are required for monthly Expense Report reconciliation.**

Q: What do I do when there is an error while using my Procurement Card?

A: Errors and disputes occur when charges on the monthly Expense Report appear to be incorrect:

- ✓ **Immediately try to resolve the dispute with the supplier.** Disputed items must be resolved and should appear on the next billing cycle report.
- ✓ If you are unable to resolve the dispute with the supplier, you should immediately notify your Department Coordinator or Department Head. Provide names and dates of persons contacted, copies of correspondence, and other documentation associated with any attempts to resolve the dispute.
- ✓ **Do not delay turning in Expense Reports to the Department Coordinator due to a dispute with a supplier.**
- ✓ Expense Reports must be turned in with all receipts and documentation.
- ✓ You should keep a copy of all documents to continue disputing transaction until resolved or if the determination is made to formally dispute the transaction with the Bank.
- ✓ **The Procurement Card Administrator should be informed of all possible disputes.**
- ✓ Allocate the transaction to the proper account code and allocate any credit for the resolution of the disputed charge to the same account code when it appears on the following monthly Expense.

Q: Who do I call if I have questions or problems with my card?

A: **Primary: Brenda Fuller** 512-943-1607; brendafuller@wilco.org
Back up: Kerstin Hancock 512-943-1546; khancock@wilco.org

TIPS FOR PURCHASING ON THE INTERNET



When purchasing a service or product online, the following should occur:

- ✓ Cardholder should be fully informed as to all charges associated with making a particular online purchase. Shipping and handling, plus other special or hidden fees can greatly increase the cost of the purchase.
- ✓ Note the expected delivery time and determine whether or not the supplier's delivery schedule fits the need for the purchase.
- ✓ Read the online supplier's refund/return and customer privacy policies. Learn the terms of business practiced by a particular online supplier. Beware of online merchants who do not prominently display refund/return or privacy policies.
- ✓ Look for addresses that start with "https:." Never enter a Procurement Card account number on a web page that does not display "https:." at the beginning of the web page address. The "https:." in the URL (web address) means that information provided on an ordering form will be transmitted over an encrypted, secure connection to the supplier.
- ✓ Look for the security alert and the lock icon when making online purchases. Using Internet Explorer, will give a pop up "security alert" when connected to a secure server. The message will read something like "You are about to view pages over a secure connection" Continue by clicking "OK" on the pop up window and the connection to the secure server will take place. At this point the lock icon in the bottom-right portion of the web browser window is visible. The security alert and the lock icon are signs that the connection to the website using an encrypted secure connection has been accomplished.
- ✓ Guard personal information. Do not provide non-essential information online.
- ✓ Find out where a company is physically located to check on reliability through other verifying sources, such as the Better Business Bureau. Most reputable companies will offer an alternate means (retail outlets, mail orders, phone orders, etc.) of purchasing their products or services. Beware of online retailers that fail to list detailed contact information.
- ✓ Never reuse the same passwords for multiple e-commerce accounts. If a web browser asks to "remember or save" the password, decline the offer.
- ✓ Do not respond to unsolicited emails. JPMorgan Chase Bank does not send emails to ask for verification of account information. Any questions regarding unsolicited emails contact the Program Administrator.
- ✓ Look for seals or other symbols that identify a particular supplier as being a member of an online reliability, privacy, or secure site protection group. Organizations that sponsor these types of seals include Versign, TRUSTe, and Secure Assure. Verify that the supplier is in fact a member of the seal program by visiting the site that issues the seal and looking up the supplier's name and/or Web address.



Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

CARDHOLDER PURCHASING CARD AGREEMENT

I, _____, hereby acknowledge receipt of a Williamson County MasterCard purchasing card, number _____. As a cardholder, I agree to comply with the terms and conditions of this Agreement and the purchasing card policies and procedures. Exp. __/__/__

I acknowledge receipt of said Agreement and confirm that I have read and understand the terms and conditions. I understand that Williamson County is liable to JP Morgan Chase Bank and MasterCard for all Williamson County charges.

I agree to use this card for County approved purchases only and agree not to charge personal purchases. I understand that Williamson County will audit the use of this card and report any discrepancies. I also understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the purchasing card policies and procedures.

I further understand that improper use of this card may result in disciplinary action, up to and including termination of employment. Should I fail to use this card properly, I authorize Williamson County to deduct from my salary an amount equal to the total of the discrepancy. I also agree to allow Williamson County to collect any amounts owed by me even if the County no longer employs me.

I understand and agree to read and uphold the policies and procedures written in the Williamson County Procurement Card Manual located on the Williamson County Portal Financial Center under Policies.

I understand that Williamson County may terminate my right to use this card at any time for any reason. I agree to return this card to the County immediately upon request or upon termination of employment.

I understand that the single transaction limit is \$_____ and the monthly limit is \$_____.

Cardholder:

Signature: _____

Date: _____

Print Name: _____

Department: _____

Approved By:

Signature: _____

Date: _____

Purchasing Card Administrator

Print Name: _____

Commissioners Court - Regular Session**33.****Meeting Date:** 05/04/2021

Opioid Response agreement with MOT

Submitted For: Annie Burwell**Submitted By:** Jeanne Williby, Outreach**Department:** Outreach**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the contract between University Texas Health San Antonio and Williamson County related to the funding for Opioid Emergency Response Project as administered by Williamson County Mobile Outreach Team.

Background

The agreement provides funding for personnel and items related to Williamson County's Mobile Outreach Team's work on the Opioid Emergency Response Project. The contract has been reviewed by Legal.

Fiscal Impact

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

Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jeanne Williby

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 04:17 PM

Started On: 04/27/2021 02:36 PM

Purchased Services Agreement

This Agreement is effective as of the date and year last written below (the “Effective Date”) entered into to specify the terms and conditions under which The University of Texas Health Science Center at San Antonio (hereinafter “UTHSCSA”) shall purchase services from Williamson County (hereinafter “AWARDEE”) in support of UTHSCSA’s project entitled “**Texas Targets Opioid Response (TTOR)**” (hereinafter “Study”), with Dr. Lisa M. Cleveland as Principal Investigator for UTHSCSA and Williamson County EMS Mobile Outreach Team as the Principal Investigator for the AWARDEE.

1. Period of Performance. This Agreement is effective for the period of April 1, 2021 through August 31, 2021 unless terminated in accordance with Article 3 of this Agreement or extended in writing by modification to this Agreement.

2. Statement of Work. The AWARDEE will manage provisions of this agreement will be providing all the necessary qualified personnel, equipment, materials and facilities to accomplish the services as set forth attached hereto and incorporated herein with the Statement of Work (Attachment A). Any change in the Statement of Work must be approved in writing by the Principal Investigator and UTHSCSA.

The AWARDEE agrees: a) treat and follow survivors according to the most recent approved treatment standards; b) that all institutional and federal regulations concerning informed consent shall be fulfilled; c) that the AWARDEE is responsible for ensuring complete regulatory compliance, as outlined in the FDA regulations.

3. Termination. This Agreement may be terminated in whole or in part in any of the following cases: a) by either party upon thirty (30) days prior written notice; b) by either party if the other party materially fails to comply with the terms and conditions of this Agreement; or c) by either party without prior notice when such action is necessary to protect the safety of patients.

4. Consideration and Payment. Payments and any other compensation to be provided for the conduct of the Study shall be as set forth in Attachment B, Payment Schedule, attached hereto and incorporated herein.

5. Reports. The AWARDEE shall submit any reports of unanticipated or pre-specified adverse events to the Principal Investigator, within twenty-four (24) hours of occurrence. In addition, the AWARDEE may be asked to furnish other reports, at such time and in such form, as reasonably requested by UTHSCSA during the term of this Agreement.

6. Site Visits, Audit and Records. UTHSCSA, or any of its duly authorized representatives, upon reasonable advance notice and during normal business hours, shall have access to and the rights to conduct site visits and examine any pertinent books, documents, papers, and records of the AWARDEE, including patient records, related to this Agreement.

7. Publications, Copyrights, and Confidentiality. No party shall, without the prior written consent of the other party, use in advertising, publicity, or otherwise, the name, trademark, logo, symbol, or other image of the other party, its employees or agents, including without limitation, any of such relating to UTHSCSA and AWARDEE. AWARDEE (including its employees, agents, and representatives) shall not issue or disseminate any press release or statement, nor initiate any communication of information regarding this study (written or oral) to the communications media without the prior written consent of UTHSCSA.

Disclosure of information the parties wish to remain confidential and proprietary information (hereinafter collectively, “Confidential Information”) directly pertaining to the project is in confidence and thus the Parties agree to:

- a. (1) Not disclose the Confidential Information, as defined above, to any other person and (2) use at least the same degree of care to maintain the Confidential Information as the Receiving Party uses in maintaining as confidential its own confidential information, but always at least a reasonable degree of care;
- b. Use the Confidential Information only for the Purpose;
- c. Restrict disclosure of the Confidential Information solely to those employees of the Receiving Party having a need to know such Confidential Information in order to accomplish the Purpose;
- d. Advise each such employee, before he or she receives access to the Confidential Information, of the obligations of the Parties under this Agreement, and require each such employee to maintain those obligations. The Confidential Information may be communicated to the University's scientific and/or institutional review committee(s) under a similar, appropriate understanding of the confidential and/or proprietary nature of the Confidential Information supplied and to further the Purpose.
- e. Within fifteen (15) days following written request of the Disclosing Party return to the Disclosing Party all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Confidential Information which was provided by the Disclosing Party, or confirm to Disclosing Party, in writing, the destruction of such materials. The Parties shall have the right to retain one (1) copy in a secure location for the sole purpose of determining any continuing obligations of confidentiality under this Agreement.

This Agreement imposes no obligation on the Receiving Party with respect to any portion of the Confidential Information received from the Disclosing Party which (a) was known to Receiving Party prior to disclosure by Disclosing Party, (b) is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality, (c) is or becomes generally known or publicly available other than by unauthorized disclosure, (d) is independently developed by Receiving Party, (e) is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party, or (f) is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure. In addition, a Party may disclose to third parties Confidential Information of the other Party to the minimal extent such disclosure is required to comply with law or regulation, provided that to the extent possible the Party required to make such disclosure shall notify disclosing Party and assert or allow disclosing Party to assert any exclusions or exemptions that may be available to it and/or seek a protective order with respect thereto.

The Confidential Information provided by the Disclosing Party shall remain the sole property of Disclosing Party.

8. Patents and Intellectual Property. Ideas, know-how, data (including study results), and other intellectual property generated under this Agreement shall be the sole and exclusive property of UTHSCSA and inventorship shall be determined in accordance with U.S. Patent laws. AWARDDEE shall also grant to UTHSCSA an irrevocable, royalty-free, worldwide, non-exclusive license to each invention for which it is unable to assign rights to UTHSCSA.

9. HIPAA. The AWARDDEE shall be responsible for full compliance with applicable HIPAA regulations. The AWARDDEE shall collect, use, and disclose Protected Health Information, as defined in the HIPAA regulations, with respect to any Study research participant as allowed by the informed consent or other authorization obtained from such Study participants as part of the Study, unless otherwise permitted by law. All Study records shall be treated as confidential and must be stored in a secure area. Study records will be stored at the AWARDDEE for at least three (3) years following Study completion. The BAA agreement signed between the parties is attached hereto as Attachment D and incorporated herein and, in the event of conflict between this agreement and it, supersedes for all issues regarding Protected Health Information as defined in the BAA.

10. Liability and Insurance. Each party shall be responsible for its own negligent acts or omissions and the negligent acts or omissions of its employees, agents, officers, or directors, to the extent allowed by law. AWARDDEE represents and certifies that it and its AWARDDEE are covered by sufficient malpractice and general liability insurance, or program of self-insurance, to fully perform their responsibilities hereunder.

11. Debarment. The AWARDDEE certifies that it has not been debarred under the provisions of the Generic Drug Enforcement Act of 1992, or other applicable government regulations and AWARDDEE represents that, to the best of its knowledge after reasonable inquiry, its employees are not and have never been so debarred and that it will not use in any capacity, in connection with the services to be performed under this Agreement, any individual who has been so debarred.

12. Independent Contractor. The AWARDDEE's relationship to UTHSCSA under this Agreement shall be that of an independent contractor and not an agent, joint venture, or partner of UTHSCSA and, as such, no employees, staff, or agents of the AWARDDEE shall be entitled to any benefits applicable to employees of UTHSCSA.

13. Subcontracting and Assignment. This Agreement may not be subcontracted, assigned or transferred by either party without the prior written consent of the other.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any alterations, modification, or amendment to this Agreement must be in writing and signed by authorized officials of both parties. No changes in the Statement of Work will be made unless agreed upon by UTHSCSA and AWARDDEE.

15. Notices. Any notices to be given under these terms and conditions unless otherwise stated shall be submitted as follows:

To the AWARDDEE:

For Technical Matters:

Annie Burwell
Williamson County EMS MOT
3189 SE Inner Loop
Georgetown, TX 78626
512-943-3545
aburwell@wilco.org

For Business Matters:

Jeanne Williby
Williamson County EMS MOT
3189 SE Inner Loop
Georgetown, TX 78626
512-943-3588
jwilliby@wilco.org

To UTHSCSA:

For Technical Matters:

Dr. Lisa M. Cleveland
University of Texas Health Science
Center at San Antonio
7703 Floyd Curl Drive
San Antonio, TX 78229-3900
210-567-3844
clevelandl@uthscsa.edu

For Business Matters:

Chris G. Green, CPA
Senior Director, Sponsored Programs
The University of Texas Health Science
Center at San Antonio
7703 Floyd Curl Drive, MSC 7828
San Antonio, TX 78229-3900
210-567-2340
grants@uthscsa.edu

SIGNATURES ON NEXT PAGE

The parties hereby accept and agree to this Agreement.

**The University of Texas Health Science
Center at San Antonio**

Awardee


By 
Rachel E. Schofield
Manager, Contracts & Agreements

By _____
Bill Gravel
County Judge

Date 26 April 2021

Date _____

UTHSCSA PI
Read and Understood:

By 
Name: Lisa M. Cleveland, PhD, RN, CPNP,
IBCL, FAAN
Title: Principal Investigator
Date 4 / 26 / 21

Attachments:

- A. Statement of Work
- B. Payment Schedule
- C. Budget
- D. Business Associate Agreement

SEE ATTACHMENT A-1

EMS Expansion Sites – Statement of Work – TTOR FY21

1. EMS Opioid Response Program – Start up and Reporting

- a) Subcontractor EMS Opioid Response programs will be contracted to conduct a significant portion of the scope of work and must incorporate 4 key strategies integral to the completion of the workscope:
 - 1. Provide overdose reversal education and disseminate opioid overdose reversal medication
 - 2. Provide induction onto U.S. Food and Drug Administration (FDA) approved medications used to treat opioid use disorder and link patients to ongoing care
 - 3. Provide peer recovery support services
 - 4. Provide community pre-hospital health care provider follow-up and support
- b) Services must be offered to target populations approved by the System Agency.
- c) Subcontractors must serve (provide one or more of the above activities) 225 individuals (100 individuals if in a rural community) annually.
- d) Subcontracts must report on patient engagement on MAT for 30 days or longer.
- e) Subcontractor EMS provider sites must be actively serving individuals within the target population no later than four (4) months following the date of contract agreement execution.
- f) If funds from this contract are used to provide treatment or recovery services then all subcontractors must submit a GPRA (Government Performance and Results Act) compliance report at intake, discharge, and six-month follow-up.
- g) If only referrals are made to treatment and recovery, subcontractors do not have to submit GPRA reports.
- h) Subcontractor may request technical assistance and/or training from Performing Agency.
- i) Subcontractor must complete and submit monthly Patient Outcomes
- j) Subcontractor must submit a Summary Report detailing prior submitted reports, patient outcomes, program design, sustainability plan, and implementation strategies to include patient induction rates and rates of linkage for MAT protocols, EMS support protocols, and recovery support protocols.
- k) Subcontractor is responsible for programmatic decision making and its performance will be measured against the objectives of the project.

2. Subcontracting EMS Site required implementation strategies

- a. Coordinate approved overdose prevention education training and ensure that:
 - i. 25% of clinic staff (EMS personnel) attend training within three (3) months of project start date
 - ii. 75% of staff receive training with six (6) months of project start date
 - iii. Number of attendees, attendee profession type, and pre- and post-survey data be collected
- b. Submit and maintain “Report A: Staff Prevention Training” to document data collected from trainings
- c. Host at least one (1) overdose prevention community education training within ten (10) months of project start date
- d. Submit and maintain “Report B: Community Prevention Training” to document at minimum: participant demographic information, and pre- and post-survey data collected from trainings

- e. Provide supplies that aid in reduction opioid overdose risk to a minimum of 25% of patients and/or supportive allies identified through overdose prevention education/trainings, including but not limited to:
 - i. Overdose reversal kits that include overdose reversal medications
 - ii. Fentanyl testing supplies may NOT be purchased with funds from this contract
- f. Submit and maintain “Report C: Supply Distribution” to document provision of overdose prevention education/training, distribution of materials, and demographic information.

3. Induction on Medications – required implementation strategies

- a. Designate prescriber(s) of buprenorphine for the treatment of Opioid Use Disorder (OUD)
- b. Ensure designated provider(s) prescribing physician, nurse practitioners, and/or physician assistants participate in DATA 2000 Waiver Training and obtain the waiver to prescribe buprenorphine for the treatment of opioid use disorders for each designated prescriber within 30 calendar days of project start date.
- c. DATA 2000 Waiver Training may NOT be funded through this contract
- d. Submit and Maintain “Report E: Waiver Training” that will list waived prescribing practitioners.
- e. Participate in a peer mentorship program to include ongoing mentorship by an EMS Opioid Response pilot program mentor and an Office Based Opioid Treatment (OBOT) provider mentor.
- f. Submit and Maintain “Report F: Mentorship” that will document peer mentorship activities.
- g. Provide universal screening for opioid and stimulant use disorder
- h. Submit and Maintain “Report G: Universal Screening” to contain documentation of each clinic’s policy requiring universal screening for opioid and stimulant use disorder and monthly patient screening reports.
- i. Establish Memorandum of Agreement (MOA’s) with local Outreach Screening Assessment and Referral (OSAR) providers to facilitate admission into ongoing Medication Assisted Treatment (MAT).
- j. Submit and Maintain “Patient Induction Report” within 45 days of contract execution to include:
 - i. Site’s Diversion Control Policy
 - ii. Consent Form
 - iii. Patient Engagement and Retention Policies
- k. Submit monthly Patient Induction Report to include individualized plans for long term care and referrals
- l. Within 24 hours of identification of a patient with Opioid Use Disorder (OUD), make available through a process of consent induction onto buprenorphine for uninsured and underinsured patients with a diagnosis of OUD.

4. Peer Recovery Support required implementation strategies

- a. Coordinate approved recovery support education training and ensure that:
 - i. 25% of clinic staff (EMS personnel) attend training within three (3) months of project start date
 - ii. 75% of staff receive training within six (6) months of project start date
 - iii. Number of attendees, attendee profession type, and pre- and post-survey data be collected
- b. Submit and maintain “Report H: Staff Prevention Training” to document data collected from trainings
- c. Contract with or staff certified peer recovery coaches.

- d. Recovery coaches who are employed by the program must be available on an on-call basis to provide peer recovery support services for patients for a minimum of eight (8) consecutive days after identification or induction and then once a week thereafter.
- e. Develop and submit a monthly “Patient Engagement and Retention” report.

5. EMS Community Paramedicine Follow-up and Support

- a. Patients identified as being at risk for opioid and/or stimulant overdose or opioid and/or stimulant use disorder must receive follow-up and support by Paramedics and EMTs to address any co-occurring opioid and/or stimulant use disorder and primary healthcare issues. Paramedics and EMTs must be available to provide primary care consultation and support services for patients for a minimum of eight (8) consecutive days after identification or induction and then once a week thereafter.
- b. A follow-up includes making contact with the patient and providing any of the following: health and wellness screening and/or assessment, referral to services, listening to patient concerns and answering questions.
- c. Develop and submit a monthly “Patient Engagement and Retention” Report.

6. Clinical Management for Behavioral Health Services – Minimum System Requirements

Unless otherwise noted, subcontractors will:

- a. Designate a Security Administrator and a back-up Security Administrator. The Security Administrator is required to implement and maintain a system for management of user accounts/user roles to ensure that all the CMBHS user accounts are current within.
- b. Establish and maintain a security policy that ensures adequate system security and protection of confidential information.
- c. Notify the CMBHS Helpdesk within ten (10) business days of any change to the designated Security Administrator or the back-up Security Administrator.
- d. Ensure that access to CMBHS is restricted to only authorized users. Performing Agency shall, within 24 hours, remove access to users who are no longer authorized to have access to secure data.
- e. In addition to CMBHS Helpdesk notification, Performing Agency shall submit a signed CMBHS Security Attestation Form and a list of Performing Agency’s employees, contracted laborers and subcontractors authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically twice a year, within fifteen (15) days of contract execution, and on April 15 to the designated Substance Abuse mailbox (SubstanceAbuse.Contracts@hhsc.state.tx.us).
- f. Document prevention, treatment, and recovery activities and services of each participant and/or patient in System Agency Clinical Management for Behavioral Health Services (CMBHS) system in accordance with the Contract and instructions provided by System Agency, unless otherwise noted. If CMBHS is unavailable, System Agency shall provide an alternative record keeping process. Performing Agency shall ensure the following:
- g. Maintain all documents that require participant or staff signature in the physical record for review by System Agency.
- h. Upload documentation that is handwritten and not transcribed into the CMBHS record.
- i. Document the following in CMBHS (these data points are subject to change):
 - i. Client
 - ii. Progress Note;

EMS Expansion Sites – Statement of Work – TTOR FY21

- iii. Medication Order (for patients inducted onto Buprenorphine);
- iv. Consent for Release of Information (including revoke consent when appropriate);
- v. Referral;
- vi. Performance Measures;
- vii. Screening (as needed);
- viii. Psychoeducational Note to document group education and support group activities (as needed); and
- ix. Administrative Note to document any other activities as needed).
- j. Attend System Agency training on CMBHS documentation.

Attachment B Payment Schedule

In consideration for performance of the work by AWARDDEE, UTHSCSA shall pay AWARDDEE an amount not to exceed \$208,333.00. This amount is payable on based on actual hours that have been performed in accordance with Attachment C. Invoices should be submitted monthly in Clinical management for Behavioral Health Services

SEE ATTACHMENT C-1

**Texas Targeted Opioid Response Program
Budget**

April 1, 2021 - August 31, 2021

| Task | Description | Total Task | Task Detail | Notes |
|----------------------------------|------------------------------|----------------------|----------------------|--|
| Personnel | | \$ 162,403.00 | | |
| 1.1 | Salaries | | \$ 115,385.00 | 3 Paramedics, 1 Clerk, add in FT Case Manager |
| | Fringes | | \$ 47,018.00 | |
| Telecommunications | | \$ 2,965.00 | | |
| 1.2 | Radio Fees | | \$ 1,130.00 | \$226/mo (4 portable/4 mobile) |
| 1.2 | Cell Phone Fees | | 1,075.00 | \$200/mo + \$75 for additional cell phone for CM |
| 1.2 | Cradlepoint for vehicle | | 760.00 | \$152 mo. (4 vehicles) |
| Supplies | | \$ 4,281.00 | | |
| 1.3 | Medical Supplies | | \$ 3,081.00 | |
| 1.3 | Naloxone | | - | |
| 1.3 | Office Supplies | | 1,000.00 | |
| 1.3 | Business Cards | | 200.00 | |
| Training | | \$ 6,500.00 | | |
| 1.4 | Training | | 6,500.00 | |
| Repairs & Maintenance | | \$ 8,074.00 | | |
| 1.5 | Insurance | | \$ 1,574.00 | |
| 1.5 | Deductible | | 1,000.00 | |
| 1.5 | Fuel | | 2,500.00 | |
| 1.5 | Repairs & Maintenance | | 3,000.00 | |
| Miscellaneous | | \$ 16,710.00 | | |
| 1.6 | Practice Fusion / EHRYourWay | | \$ 2,250.00 | PF \$99/mo & EHR \$350/mo |
| 1.6 | Flex Funds | | 14,400.00 | |
| 1.6 | Scheduling Software | | 60.00 | |
| Equipment under \$5,000 | | \$ 7,400.00 | | |
| 2.1 | Uniforms | | \$ 1,400.00 | 3 paramedics @ \$300/ 1case manager @\$500 |
| 2.1 | Portable Radio | | \$ 6,000.00 | per paul - radio shop |
| | | \$ 208,333.00 | \$ 208,333.00 | |
| | | | \$ 208,333.00 | |
| | | | \$ - | |

ATTACHMENT D
Business Associate Agreement

AWARDEE certifies that it is a HIPAA Covered Entity: Yes X No

(If yes, skip section below entitled, Business Associate Agreement)

Business Associate Agreement

This Business Associate Agreement (the “Agreement”) by and between Business Associate and Covered Entity (collectively the “Parties”) to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 (“the Privacy Rule”) and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides **Texas Targets Opioid Response (TTOR)** Services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

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

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. §164.502.
 2. Business Associate. “Business Associate” shall mean Williamson County
 3. Covered Entity. “Covered Entity” shall mean **The University of Texas Health Science Center at San Antonio**.
 4. Designated Record Set. “Designated Record Set” shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or

for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as “HIPAA Rules.”
6. Individual. “Individual” shall mean the person who is the subject of the protected health information.
7. Protected Health Information (“PHI”). “Protected Health Information” or PHI shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
8. Required by Law. “Required by Law” shall mean a mandate contained in law that compels a use or disclosure of PHI.
9. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
10. Sensitive Personal Information. “Sensitive Personal Information” shall mean an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver’s license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
11. Subcontractor. “subcontractor” shall have the same meaning as the term “subcontractor” in 45 C.F.R. §160.103.
12. Unsecured PHI. “Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing office-based treatment (OBT) services to alleviate the adverse physiological effects withdrawal from the use of opioids as required to meet the needs of the patient. C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices (“Notice”) produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate’s permitted or required uses and/or disclosures;

3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and, notify individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

C. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
 - (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance

with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.

4. Safeguards.

- (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
- (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.

6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:

- (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The

information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
 - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
- 8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
 - 9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
 - 10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization

is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than 30 days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
13. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review and control of Covered Entity. The Business Associate will notify the Privacy Officer via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
14. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053. Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

D. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

E. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.
2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

F. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business associate to cure the breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if Business associate has breached a material term of this Agreement and cure is not possible.
3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

G. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.

3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.
5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

The University of Texas Health Science
Center at San Antonio Office of
Sponsored Programs
Attention: Senior Director
7703 Floyd Curl Drive, MSC 7828 San
Antonio, Texas 78229-3900

Phone Number: 210-567-2340
Email: grants@uthscsa.edu

If to Business Associate:

Attn: _____

Phone Number: _____

Email: _____

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the

remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

BUSINESS ASSOCIATE

COVERED ENTITY

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Name: _____
(Type or Print)

Title: _____

Title: _____

Date: _____

Date: _____

Commissioners Court - Regular Session**34.****Meeting Date:** 05/04/2021

First Addendum for ILA between Williamson County and RRISD Police Department

Submitted For: Chris Connealy**Submitted By:** Chris Connealy,
Emergency Services
Dept.**Department:** Emergency Services Dept.**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

First Addendum to ILA between Williamson County and RRISD PD for dispatch services and public safety software systems.

Background

This addendum to the ILA between Williamson County and RRISD PD is being presented due to the police department force increasing from eleven officers to seventeen. As you will see in Exhibit D of the ILA, the first six months of FY2021 is based on the cost of serving eleven officers and the remaining fiscal year considers seventeen officers.

Fiscal Impact

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

Attachments

ILA Wilco and RRISD PD

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Chris Connealy

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 02:26 PM

Started On: 04/27/2021 12:30 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**FIRST ADDENDUM FOR
INTERLOCAL COOPERATION AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
LAW ENFORCEMENT OR GOVERNMENT AGENCY
FOR
PARTICIPATION AND ACCESS TO COUNTY'S
DISPATCH SERVICES AND PUBLIC SAFETY SOFTWARE SYSTEMS
AND RELATED SUPPORT SERVICES
(RRISD Police Department)**

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Round Rock Independent School District Police Department** (hereinafter "The Agency"), a political subdivision of the State of Texas, acting herein by and through its governing body. The County and The Agency agree to the following revisions for their interlocal agreement for The Agency's participation and access in The County's public safety software systems and dispatch services:

I.

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

- A. Original Agreement approved by Williamson County Commissioners Court on May 19, 2020, including attachment(s); and
- B. This Williamson County First Addendum with a new Exhibit "D."

II.

Exhibit "D" Cost Schedule: This amendment will change the allowable expenses set forth on Exhibit "D" to increase the number of officers from 11 to 17 and cover additional costs starting in April of 2021 for the remainder of the fiscal year and going forward until further amendment or termination of the Agreement.

III.

In all other respects, the Interlocal Agreement is reaffirmed.

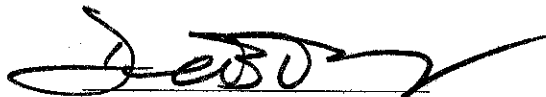
WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

RRISDPD:

Authorized Signature

Date: _____, 2021



Authorized Signature

Date: APRIL 26, 2021

EXHIBIT D
COST SCHEDULE

(Incorporated as if copied in full as amended at the
sole discretion of the Williamson County Commissioners Court)

Total Users/Units: 17

| Costs | FY21 Costs | Annualized Cost |
|---|--|---|
| Cost of Dispatch / Telecommunicator Services | \$4,950.00 per month for 6 mos for 11 officers in FY21 and \$7,650 per month for 6 mos for 17 officers for remainder of FY going forward | \$ 75,600 11 officers x \$450/mo x 6 mos 17 officers x \$450/mo x 6 mos |
| Cost of Technology Services | \$ 689 per month for 6 mos for 11 officers in FY21 and \$1,053 for 6 mos for 17 officers for remainder of FY going forward | \$ 10,452.00 \$689/mo x 6 mos \$1,053/mo x 6 mos |

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 party receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the party receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid 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.

Commissioners Court - Regular Session**35.****Meeting Date:** 05/04/2021

DA Apportionment Supplement BA Rev 05.04.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-----------------------------|------------|
| | 0100.0000.335602 | Dist Atty Salary Supplement | \$7,500.00 |

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 04:14 PM

Started On: 04/26/2021 12:17 PM

Commissioners Court - Regular Session**36.****Meeting Date:** 05/04/2021

DA Apportionment Supplement BA Exp 05.04.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's Office from State Judiciary Apportionment Funds.

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|--------------------------|------------|
| | 0100.0440.001940 | Apportionment Supplement | \$6,136.96 |
| | 0100.0440.002010 | FICA | \$469.49 |
| | 0100.0440.002030 | Retirement | \$893.55 |

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 04:15 PM

Started On: 04/26/2021 12:18 PM

Commissioners Court - Regular Session**37.****Meeting Date:** 05/04/2021

JP3 Donation Rev 05.04.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Justice of the Peace, Precinct 3.

Background

Dell Children's Health Plan, as a community partner, donated \$720.00 for an at-risk youth Straight Talk event. The donation is to pay for meals and/or any other event-related expenses. On March 30, 2021, Commissioner Court accepted the donation. The budget amendments are to appropriate funding for the donation.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|-------------|----------|
| | 0100.0000.367400 | Donations | \$720.00 |

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 04:16 PM

Started On: 04/27/2021 09:20 AM

Commissioners Court - Regular Session**38.****Meeting Date:** 05/04/2021

JP3 Donation Exp 05.04.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Justice of the Peace, Precinct 3.

Background

Dell Children's Health Plan, as a community partner, donated \$720.00 for an at-risk youth Straight Talk event. The donation is to pay for meals and/or any other event-related expenses. On March 30, 2021, Commissioner Court accepted the donation. The budget amendments are to appropriate funding for the donation.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|------------------|----------|
| | 0100.0453.003670 | Use of Donations | \$720.00 |

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 04:16 PM

Started On: 04/27/2021 09:21 AM

Commissioners Court - Regular Session**39.****Meeting Date:** 05/04/2021

Animal Services

Submitted For: Rebecca Clemons**Submitted By:** Rebecca Clemons,
Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the salary study results from Cycle 3b for Animal Services as presented by Human Resources and the timeline for funding the changes.

Background

The other recommendations from Cycle 3b were approved on Feb. 23rd and on March 9th, 2021 with an effective date of May 28th, 2021 (first pay date of June for any fiscal impacts). The Animal Services Board has approved these recommendations and is requesting the same effective date as the previously approved compensation changes.

Fiscal Impact

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

Attachments

animal3b

fiscal

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

04/27/2021 12:05 PM

Form Started By: Rebecca Clemons

Started On: 04/27/2021 10:11 AM

Final Approval Date: 04/27/2021



SALARY STUDY 3B – ANIMAL SERVICES

PRESENTED BY REBECCA CLEMONS

RESULTS OVERVIEW

→ Total positions & classifications reviewed:

- 38 positions
- 16 classifications

→ Total classifications after the study:

- 14

→ Total number of positions with pay grade change:

- 31

FISCAL IMPACT

→ Total impact

- \$42,216

→ Total with fringe

- \$52,841



| Position | Grade | Salary | Budgeted | Recommended Title | Rec Grade | New Salary | Grade Min | Budget Needed |
|---|-------|--------------|--------------|-----------------------------|-----------|--------------|-----------|---|
| Animal Care Specialist.0203.001100. | B.13 | \$26,920.61 | \$26,920.61 | Animal Care Specialist | B.15 | \$ 28,012.28 | 28012.28 | \$1,091.67 |
| Animal Care Specialist.0204.001100. | B.13 | \$32,115.01 | \$32,115.01 | Animal Care Specialist | B.15 | N/C | 28012.28 | |
| Animal Care Specialist.0205.001100. | B.13 | \$25,392.10 | \$27,767.58 | Animal Care Specialist | B.15 | \$ 28,012.28 | 28012.28 | \$244.70 |
| Animal Care Specialist.0206.001100. | B.13 | \$33,089.18 | \$33,089.18 | Animal Care Specialist | B.15 | N/C | 28012.28 | |
| Animal Care Specialist.0207.001100. | B.13 | \$29,423.14 | \$29,423.14 | Animal Care Specialist | B.15 | N/C | 28012.28 | |
| Animal Care Specialist.0208.001100. | B.13 | \$27,324.73 | \$27,324.74 | Animal Care Specialist | B.15 | \$ 28,012.28 | 28012.28 | \$687.54 |
| Animal Care Specialist.1839.001100.Y | B.13 | \$25,904.74 | \$25,906.80 | Animal Care Specialist | B.15 | \$ 28,012.28 | 28012.28 | \$2,105.48 |
| Animal Care Specialist.1889.001100.N | B.13 | \$25,392.64 | \$26,153.88 | Animal Care Specialist | B.15 | \$ 28,012.28 | 28012.28 | \$1,858.40 |
| PT Animal Care Specialist.9927.001101.N | B.13 | | \$19,421.80 | PT Animal Care Specialist | B.15 | \$ 20,366.64 | 28012.28 | \$944.84 |
| PT Animal Care Specialist.9929.001101. | B.13 | | \$18,596.80 | PT Animal Care Specialist | B.15 | \$ 20,366.64 | 28012.28 | \$1,769.84 |
| PT Animal Care Specialist.9980.001101. | B.13 | | \$18,412.68 | PT Animal Care Specialist | B.15 | \$ 20,366.64 | 28012.28 | \$1,953.96 |
| PT Animal Care Specialist.9990.001101. | B.13 | | \$18,780.93 | PT Animal Care Specialist | B.15 | \$ 20,366.64 | 28012.28 | \$1,585.71 |
| PT Animal Care Specialist.9991.001101. | B.13 | | \$18,412.68 | PT Animal Care Specialist | B.15 | \$ 20,366.64 | 28012.28 | \$1,953.96 |
| PT Animal Care Specialist.9992.001101. | B.13 | | \$19,425.38 | PT Animal Care Specialist | B.15 | \$ 20,366.64 | 28012.28 | \$941.26 |
| Adoption Counselor.1758.001100. | B.13 | \$0.00 | \$25,376.00 | Adoption Counselor | B.16 | N/C | 29415.98 | \$4,039.98 |
| Adoption Counselor.1903.001100. | B.13 | \$0.00 | \$25,392.10 | Adoption Counselor | B.16 | N/C | 29415.98 | \$4,023.88 |
| Animal Care Specialist.1765.001100. | B.13 | \$26,158.70 | \$26,158.71 | SR Animal Care Specialist | B.16 | \$ 29,415.98 | 29415.98 | \$3,257.27 |
| Animal Care Specialist.1887.001100.N | B.13 | \$25,396.80 | \$26,158.71 | SR Animal Care Specialist | B.16 | \$ 29,415.98 | 29415.98 | \$3,257.27 |
| Animal Care Specialist.1888.001100.N | B.13 | \$25,883.52 | \$25,883.52 | SR Animal Care Specialist | B.16 | \$ 29,415.98 | 29415.98 | \$3,532.46 |
| Adm Spec Animal Services.0193.001100. | B.16 | \$29,411.20 | \$31,200.87 | Animal Services Spec | B.18 | \$ 32,473.21 | 32473.21 | \$1,272.34 |
| Admin Specialist.1838.001100. | B.16 | \$29,411.20 | \$31,058.29 | Animal Services Specialist | B.18 | \$ 32,473.21 | 32473.21 | \$1,414.92 |
| Admin Tech.1836.001100. | B.16 | \$30,298.47 | \$30,298.46 | Animal Services Specialist | B.18 | \$ 32,473.21 | 32473.21 | \$2,174.75 |
| Admin Tech.1837.001100. | B.16 | \$30,004.29 | \$30,004.29 | Animal Services Specialist | B.18 | \$ 32,473.21 | 32473.21 | \$2,468.92 |
| Admin Tech.1840.001100.Y | B.16 | \$31,515.89 | \$31,515.88 | Animal Services Specialist | B.18 | \$ 32,473.21 | 32473.21 | \$957.33 |
| Animal Health Tech.0217.001100. | B.18 | \$34,416.93 | \$34,416.93 | SR Animal Health Tech | B.19 | N/C | 34126.47 | |
| Health Tech - Surgery.1752.001100. | B.18 | \$33,447.40 | \$33,447.40 | SR Animal Health Tech | B.19 | \$ 34,126.47 | 34126.47 | \$679.07 |
| Admin Specialist II.0192.001100. | B.17 | \$34,913.32 | \$34,913.32 | Sr Animal Services Spec | B.19 | N/C | 34126.47 | |
| Admin Specialist II.0194.001100. | B.17 | \$34,960.16 | \$34,960.15 | Sr Animal Services Spec | B.19 | N/C | 34126.47 | |
| Animal Behaviorist.1827.001100.Y | B.20 | \$37,813.09 | \$37,813.09 | Behavioral Coordinator | B.21 | N/C | 37650.97 | |
| Office Adm Animal Services.0212.001100. | B.23 | \$60,291.09 | \$60,291.09 | Administrative Manager | B.25 | N/C | 45886.76 | |
| Kennel Manager.0211.001100. | B.23 | \$48,381.32 | \$48,381.32 | Operations Manager | B.26 | N/C | 48226.35 | |
| Animal Health Technician.0215.001100. | B.18 | \$32,468.80 | \$37,061.54 | Animal Health Tech | N/C | N/C | - | \$42,215.55 |
| Animal Health Technician.0216.001100. | B.18 | \$34,254.58 | \$34,254.59 | Animal Health Tech | N/C | N/C | - | 18 weeks County 54.2% |
| Animal Health Technician.1885.001100.N | B.18 | \$32,473.21 | \$33,442.86 | Animal Health Tech | N/C | N/C | - | Salary Increase \$ 42,215.55 \$ 14,613.08 \$ 7,920.29 |
| Community Programs Coord.0210.001100. | B.23 | \$41,581.54 | \$53,629.42 | Community Prog Coord | N/C | N/C | - | FICA \$ 3,229.49 \$ 1,117.90 \$ 605.90 |
| Animal Services Dir.0209.001100. | EX.1 | \$82,000.10 | \$100,402.64 | Director of Animal Services | N/C | N/C | - | Retirement \$ 6,146.58 \$ 2,127.66 \$ 1,153.19 |
| Program Coordinator.1884.001100. | B.23 | \$43,660.59 | \$43,660.60 | Foster/Volunteer Coord | N/C | N/C | - | WC \$ 1,249.24 \$ 432.43 \$ 234.38 |
| Veterinarian.1886.001100. | B.39 | \$105,503.06 | \$106,202.73 | Veterinarian | N/C | N/C | - | \$ 52,840.87 \$ 18,291.07 \$ 9,913.76 |

Commissioners Court - Regular Session**40.****Meeting Date:** 05/04/2021

Salary Study 3B BA Rev 05.04.2021

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Operating Fund.

Background

The budget amendment is to fund the Animal Shelter salary study results from Cycle 3B as presented by Human Resources.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|----------------------------|------------|
| | 0545.0000.333220 | Pymts from Other Entities | \$8,377.31 |
| | 0545.0000.380100 | Transfer from General Fund | \$9,913.76 |

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 04:11 PM

Started On: 04/27/2021 10:02 AM

Commissioners Court - Regular Session**41.****Meeting Date:** 05/04/2021

Salary Study BA Exp 05.04.2021

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Operating Fund.

Background

The budget amendment is to fund the Animal Shelter salary study results from Cycle 3B as presented by Human Resources.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|--------------|-------------|
| | 0545.0545.001100 | Salaries | \$14,613.08 |
| | 0545.0545.002010 | FICA | \$1,117.90 |
| | 0545.0545.002020 | Retirement | \$2,127.66 |
| | 0545.0545.002050 | Workers Comp | \$432.43 |

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 04:12 PM

Started On: 04/27/2021 10:03 AM

Commissioners Court - Regular Session**42.****Meeting Date:** 05/04/2021

Salary Study LIT Exp 05.04.2021 GF

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the General Fund.

Background

The line item transfer is to fund the Williamson County share of the salary study results from Cycle 3B as presented by Human Resources.

Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|------------------|------------------------------|------------|
| From | 0100.0409.004998 | Contingencies | \$9,913.76 |
| To | 0100.0545.000545 | Trans to Animal Shelter Fund | \$9,913.76 |

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 04:14 PM

Started On: 04/27/2021 10:52 AM

Commissioners Court - Regular Session**43.****Meeting Date:** 05/04/2021

Facilities Department Update

Submitted For: Dale Butler**Submitted By:** Wendy Danzoy, Building
Maintenance**Department:** Building Maintenance**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Receive updates on the Facilities Department projects and issues.

Background

Fiscal Impact

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

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 04/28/2021

Reviewed By

Andrea Schiele

Date

04/28/2021 03:31 PM

Started On: 04/28/2021 10:50 AM

Commissioners Court - Regular Session**44.****Meeting Date:** 05/04/2021

DOI Projects and Issues

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

Information**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

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

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 04/21/2021

Reviewed By

Andrea Schiele

Date

04/21/2021 08:28 PM

Started On: 04/21/2021 02:54 PM

Commissioners Court - Regular Session**45.****Meeting Date:** 05/04/2021

Authorize issuing T4116 IFB All Season Pre-Coated Patching Mixture (ASPPM)

Submitted For: Joy Simonton**Submitted By:** Kim Chappius,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Department to advertise and receive sealed bids for T4116 IFB All Season Pre-Coated Patching Mixture (ASPPM).

Background

Williamson County is seeking to purchase All Season Pre-Coated Patching Mixture (ASPPM), from qualified companies and conforming to Texas Department of Transportation Departmental Materials Specifications DMS-9202 "Asphaltic Concrete Patching Material (Stockpile Storage or Bagged)". This is a one (1) year contract with two (2) annual renewals. Department contact will be James R. Williams. The budgeted amount is \$350,000,00.00. Funding source is 01.0200.0210.003550.

Fiscal Impact

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

Attachments

T4116 IFB General Notes and Specs

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 04/27/2021

Reviewed By

Andrea Schiele

Date

04/27/2021 12:06 PM

Started On: 04/27/2021 07:52 AM

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

General Information

Williamson County is seeking to purchase All Season Pre-Coated Patching Mixture (ASPPM), from qualified companies and conforming to Texas Department of Transportation Departmental Materials Specifications DMS-9202 "Asphaltic Concrete Patching Material (Stockpile Storage or Bagged)", Effective date: May 2017.

The ASPPM must be bid as Item Delivered for bulk supply. Location is an important factor in evaluation of Bids, due to transportation costs which must be taken into consideration. Items delivered are to be Free On Board to final destination (FOB Destination) with all transportation charges, if applicable, to be included in the price. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

Quantities shown are estimated quantities. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount for the same unit price. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the bid in whole to one vendor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from vendors other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County acting by and through Williamson County Road and Bridge Division

Vendor: Successful bidder(s) of the attached invitation to bid

Engineer: Director of Road and Bridge Division, or designee

Inspector: Employee of Williamson County supplied part time or full time to the vendor's crew for the selection, prosecution, and quality control of the materials. Should the work, as well as the geographical location allow, the County may supply one foreman for multiple crews.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014 and most recent corresponding Special Provisions and Departmental Material Specifications.

DMS – 9202: The Texas Department of Transportation Departmental Materials Specifications for Asphaltic Concrete Patching Material (Stockpile Storage or Bagged)

Department: Road and Bridge Division of Williamson County

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the items. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

Material Quality. Correct or remove materials that fail to meet the contract requirements, pay for cost incurred if additional sampling and testing is required by a change of source. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Vendor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Vendor or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer or Inspector may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples may be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, Vendor must meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer or Inspector during the inspection
- Ensure the Engineer or Inspector has full access to all parts of the plant used to manufacture or produce materials
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer or Inspector as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer or Inspector may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

General Notes

All products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included herein as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November, 2014, and as amended and/or updated through special provisions, which is incorporated herein by reference for all purposes. In the event that any requirement provided herein conflicts with the referenced Specifications, the requirements herein shall control and govern.

ASPPM will be measured by the ton (dry weight). When ASPPM is furnished in trucks, the weight of ASPPM will be determined on certified scales, or the Vendor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment" of the Specifications.

ASPPM will be paid for at the unit price bid for "All Season Pre-Coated Patching Mixture". This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals, unless otherwise noted.

Vendor shall comply with insurance requirements dictated within this contract.

Commissioners Court - Regular Session**46.****Meeting Date:** 05/04/2021

Authorize issuing T4115 IFB CR 375 Reconstruction

Submitted For: Joy Simonton**Submitted By:** Kim Chappius,
Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for T4115 IFB CR 375 Reconstruction under IFB #T4116.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced roadway construction, under sealing, and asphalt paving crews and equipment to reconstruct CR 375. Department point of contact is Terron Evertson. Funding Source is P497.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 04/29/2021

Reviewed By

Joy Simonton

Andrea Schiele

Date

04/29/2021 08:51 AM

04/29/2021 08:54 AM

Started On: 04/27/2021 10:01 AM

Commissioners Court - Regular Session**47.****Meeting Date:** 05/04/2021

Southeast Loop CAR Letter of Transfer

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Southeast Loop project, a Road Bond Project in Commissioner Pct. 4.

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAR. A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

Fiscal Impact

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

Attachments

SELoop_CMEC021-015-002_TransferLetter

Form Review**Inbox**

County Judge Exec Asst.

Prime Strategies Inc (Originator)

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 04/28/2021

Reviewed By

Andrea Schiele

Marie Walters

Andrea Schiele

Date

04/22/2021 11:52 AM

04/28/2021 03:45 PM

04/28/2021 04:42 PM

Started On: 04/22/2021 11:01 AM

**SPONSOR/SUBMITTING ARCHAEOLOGIST
LETTER OF TRANSFER/OWNERSHIP**

I, the authorized agent(s) of the sponsor and/or the submitting archeology company, do hereby donate and convey to the Center for Archaeological Studies, Texas State University, all rights, title, and interest that the undersigned possess regarding the archeological collections (specimens and/or records) from the following:

Project. Archeological Survey for the Proposed Williamson County Southeast Loop

Project No. 021-0015-002 County(ies) Williamson

Permitting Agency Texas Historical Commission Permit # 9235

Description of materials Project notes, shovel test forms, digital photos and photo logs

I understand that the location, retention, cataloging, and preservation of the materials or other considerations relating to their use or disposition are at the discretion of the Center for Archaeological Studies (CAS) in accordance with institutional policy. Materials added to the collections shall be accessible to all persons qualified to use materials in the CAS, subject to the terms and conditions, if any, stated below.

Terms and Conditions:

Signature - Authorized Agent of Sponsor

Bill Gravell Jr.

Auth. Agent of Sponsor (type or print)

County Judge

Title/Position

Date

710 S. Main Street, Suite 101

Address:

Georgetown, Texas 78626

City, State, Zip



Signature - Authorized Agent of Sub. Arch.

Chris Dayton, PhD, RPA

Auth. Agent of Sub. Arch. (type or print)

Principal Investigator / CR Prog Mgr / Associate

Title/Position

4/22/21

Date

8401 Shoal Creek Blvd, Suite 100

Address:

Austin, TX 78757

City, State, Zip

TEXAS HISTORICAL COMMISSION

AGREEMENT FOR STATE OF TEXAS HELD-IN-TRUST OBJECTS/COLLECTIONS

DATE _____

The artifacts, specimens, objects and documents described below have been deposited for care and management with the following curatorial facility:

CAS - Texas State Univ.

CURATORIAL FACILITY

512-245-2724

TELEPHONE

601 University Drive Trinity 102
ADDRESS San Marcos, TX 78666

FAX

These objects/collections were generated under state permit and/or from projects on state lands under the oversight of the Texas Historical Commission and are to be held in trust for the state and people of Texas.

DATE _____

AUTHORIZED THC REPRESENTATIVE (SIGN AND PRINT NAME) _____

DATE _____

CURATORIAL FACILITY REPRESENTATIVE (SIGN AND PRINT NAME) _____

| PERMIT NO. | ACCESSION NO. | SITE TRINOMIAL OR PROJECT NAME | LINEAR FEET OF DOCUMENTATION | TOTAL NUMBER OF OBJECTS** |
|------------|---------------|--------------------------------|------------------------------|---------------------------|
| 9235 | | Williamson County | <1 | N/A |
| | | SE Loop Project | | |
| | | 41WM 1422 | | |
| | | 41WM 1423 | | |
| | | 41WM 1424 | | |

**ATTACH ACCESSION OR BASELINE INVENTORY OF OBJECTS (required)

Terms of Trust

After December 31, 2005, institutions that curate artifacts recovered under Antiquities Permit(s) issued after December 31, 2005, must be certified by the Texas Historical Commission (THC) under Chapter 29 Rules. Institutions housing antiquities from State Archeological Landmarks will also be responsible for adequate security of the collections, continued conservation, periodic inventory and for making the collections available to qualified institutions, individuals or corporations for research purposes. Care and management of the permitted collections are monitored by the THC under the jurisdiction of the Texas Antiquities Code.

Length of Trust

In perpetuity unless conditions change.

Texas Historical Commission
P.O. Box 12276, Austin, TX 78711-2276



TEXAS
HISTORICAL
COMMISSION

THC-AD-2/08

Commissioners Court - Regular Session**48.****Meeting Date:** 05/04/2021

1812-282 Seward Junction - Change Order No. 8

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. 8 in the amount of \$91,592.30 for Seward Junction (Jordan Foster), a Road Bond project in Commissioner Pct. 2. P: 274 P: 271 Funding Source: Road Bond

Background

This Change Order corrects hot mix asphalt item call-outs, makes the pavement section on Seward Junction Southwest the same as the pavement section on the Southeast portion and documents final asphalt quantities for the project.

The seal coat was not applied because the minimum temperature requirements were not achieved. The seal coat was scheduled to be applied during the winter and was to be used on minor side streets that included a thick hot mix pavement section. Waiting for minimum temperatures would have delayed the paving of the project. TxDOT did not require the seal coat to be placed in the crossover between northbound and southbound US 183. This work was deleted from all three (3) sections of the project.

Item 340-6122 D-GR HMA TY D PG 70-22 replaces Item 341-6027 D-GR HMA TY C SAC B PG 70-22 as the final asphalt surface, because it provides a better ride quality and will allow for a longer life span with less maintenance requirements. This item was added to all three (3) sections of the project.

Item 341-6008 D-GR HMA TY B PG 64-22 was added to the Seward Junction Southwest in Change Order 1. This Change Order adds this item to the Southeast portion where it was called for in the plans, but no pay item was included in the Bid Tab for Seward Junction Southeast.

Item 341-6038 D-GR HMA TY D PG 64-22 replaced 341-6008 D-GR HMA TY B PG 64-22 as the bond breaker under the concrete pavement and was revised to reflect actual quantity used on the project. Type B HMA cannot be placed 1 inch thick, as called for in the plans.

Fiscal Impact

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

Attachments

1812-282 Seward Junction CO8

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 04/29/2021

Reviewed By

Andrea Schiele

Date

04/29/2021 11:02 AM

Started On: 04/28/2021 09:43 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8

1. CONTRACTOR: Jordan Foster
2. Change Order Work Limits: Sta. 12+98 to Sta. 270+26
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1B (3 Max. - In order of importance - Primary first)

Project: 1812-282

Roadway: SJ Improvements


CSJ
Number: _____

5. Describe the work being revised:

1. Design Error or Omission. 1B: Other. This Change Order corrects hot mix asphalt item call-outs, makes the pavement section on Seward Junction Southwest the same as the pavement section on the Southeast portion and documents final quantities on the project.

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).

| | |
|---|---|
| <p><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></p> <p>THE CONTRACTOR Date <u>04-26-2021</u></p> <p>By </p> <p>Typed/Printed Name <u>John Goodrich, P.E.</u></p> <p>Typed/Printed Title <u>Executive Vice President</u></p> | <p>The following information must be provided</p> <p>Time Ext. #: <u>NA</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$91,592.30</u></p> |
|---|---|

RECOMMENDED FOR EXECUTION:

 4/26/21
Project Manager Date

N/A
Design Engineer Date

 4/27/2021
Program Manager Date

Williamson County Engineer Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8

Project # 1812-282

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 |
| SEWARD JUNCTION SOUTHWEST (P No. 274) | | | | | | | | | |
| 316-6193 | AGGR(TY-D GR-5 SAC-B) | CY | \$140.00 | 34.00 | \$4,760.00 | (34.00) | 0.00 | \$0.00 | (\$4,760.00) |
| 316-6413 | ASPH(AC-15P,HFRS, OR CRS-29) | GAL | \$3.75 | 1383.00 | \$5,186.25 | (1,383.00) | 0.00 | \$0.00 | (\$5,186.25) |
| 340-6122 | D-GR HMA(SQ) TY-D PG70-22 | TON | \$97.00 | 0.00 | \$0.00 | 823.81 | 823.81 | \$79,909.57 | \$79,909.57 |
| 341-6008 | D-GR HMA TY-B PG64-22 | TON | \$64.00 | 1914.00 | \$122,496.00 | 273.04 | 2,187.04 | \$139,970.56 | \$17,474.56 |
| 341-6027 | D-GR HMA TY-C SAC-B PG70-22 | TON | \$97.00 | 631.00 | \$61,207.00 | (631.00) | 0.00 | \$0.00 | (\$61,207.00) |
| 341-6038 | D-GR HMA TY-D SAC-B PG64-22 | TON | \$78.00 | 2653.00 | \$206,934.00 | (209.72) | 2,443.28 | \$190,575.84 | (\$16,358.16) |
| SEWARD JUNCTION SOUTHEAST (P No. 271) | | | | | | | | | |
| 340-6122 | D-GR HMA(SQ) TY-D PG70-22 | TON | \$97.00 | 0.00 | \$0.00 | 458.22 | 458.22 | \$44,447.34 | \$44,447.34 |
| 341-6008 | D-GR HMA TY-B PG64-22 | TON | \$64.00 | 0.00 | \$0.00 | 978.48 | 978.48 | \$62,622.72 | \$62,622.72 |
| 341-6038 | D-GR HMA TY-D SAC-B PG64-22 | TON | \$78.00 | 1493.00 | \$116,454.00 | (164.09) | 1,328.91 | \$103,654.98 | (\$12,799.02) |
| SEWARD JUNCTION SOUTH / CROSSOVER (P No. 274) | | | | | | | | | |
| 316-6193 | AGGR(TY-D GR-5 SAC-B) | CY | \$140.00 | 30.00 | \$4,200.00 | (30.00) | 0.00 | \$0.00 | (\$4,200.00) |
| 316-6413 | ASPH(AC-15P, HFRS-2P OR CRS-2P) | GAL | \$3.75 | 1233.00 | \$4,623.75 | (1,233.00) | 0.00 | \$0.00 | (\$4,623.75) |
| 340-6122 | D-GR HMA(SQ) TY-D PG70-22 | TON | \$97.00 | 0.00 | \$0.00 | 524.57 | 524.57 | \$50,883.29 | \$50,883.29 |
| 341-6027 | D-GR HMA TY-C SAC-B PG70-22 | TON | \$97.00 | 563.00 | \$54,611.00 | (563.00) | 0.00 | \$0.00 | (\$54,611.00) |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| TOTALS | | | | | \$580,472.00 | | | \$672,064.30 | \$91,592.30 |

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

Seward Junction Improvements Williamson County Project No. 1812-282

Change Order No. 8

Reason for Change

This Change Order corrects hot mix asphalt item call-outs, makes the pavement section on Seward Junction Southwest the same as the pavement section on the Southeast portion and documents final asphalt quantities for the project.

Item 316-6193 AGGR (Ty D, GR 5 SAC B) and Item 316-6413 ASPH (AC-15P, HFRS, OR CRS-29). The seal coat was not applied because the minimum temperature requirements were not achieved. The seal coat was scheduled to be applied during the winter and was to be used on minor side streets that included a thick hot mix pavement section. Waiting for minimum temperatures would have delayed the paving of the project. TxDOT did not require the seal coat to be placed in the crossover between northbound and southbound US 183. This work was deleted from all three (3) sections of the project.

Item 340-6122 D-GR HMA TY D PG 70-22 replaces Item 341-6027 D-GR HMA TY C SAC B PG 70-22 as the final asphalt surface, because it provides a better ride quality and will allow for a longer life span with less maintenance requirements. This item was added to all three (3) sections of the project.

Item 341-6008 D-GR HMA TY B PG 64-22 was added to the Seward Junction Southwest in Change Order No.1. This Change Order adds this item to the Southeast portion where it was called for in the plans, but no pay item was included in the Bid Tab for Seward Junction Southeast.

Item 341-6038 D-GR HMA TY D PG 64-22 replaced 341-6008 D-GR HMA TY B PG 64-22 as the bond breaker under the concrete pavement and was revised to reflect actual quantity used on the project. Type B HMA cannot be placed 1 inch thick, as called for in the plans.

Following is a summary of new items required for this Change Order.

| ITEM | DESCRIPTION | QTY | UNIT |
|--------------------------------|----------------------------|--------|------|
| Seward Junction SW (P No. 274) | | | |
| 340-6022 | D-GR HMA (SQ) TY D PG70-22 | 823.81 | TON |

| Seward Junction SE (P No. 271) | | | |
|---|----------------------------|--------|-----|
| 340-6022 | D-GR HMA (SQ) TY D PG70-22 | 458.22 | TON |
| 341-6008 | D-GR HMA TY B PG64-22 | 978.48 | TON |
| Seward Junction South (Crossover) (P No. 274) | | | |
| 340-6022 | D-GR HMA (SQ) TY D PG70-22 | 524.57 | TON |

This Change Order results in a net increase of \$91,592.30 to the Contract amount, for an adjusted Contract total of \$13,972,909.57. The original Contract amount was \$13,270,258.10. As a result of this and all Change Orders to-date, \$702,651.47 has been added to the Contract resulting in a 5.29% net increase in the Contract cost. Zero (0) additional days will be added to the Contract, as a result of this Change Order.

HNTB Corporation

Lowell Choate, P.E.

Eddie R. Church

From: JC Kindel <JKindel@jordanfosterconstruction.com>
Sent: Tuesday, March 2, 2021 4:35 PM
To: Steven Shull
Cc: 62811_1812-282_SewardJunction; Clayton Weber; Eddie R. Church; Feng Chen; James Klotz; 20103 Seward Junction Improvements
Subject: 1812-282 Seward Junction Improvements: Change Order

Steven,

The material change to Ty D for the final course of HMA on the above referenced project can be paid at the existing price of the Ty C.

| Item | Unit Price |
|----------------------------|--------------|
| 341 D-GR HMA TY-D PG 70-22 | \$97.00 / TN |

If you need anything else, let me know.

JC Kindel | Jordan Foster Construction | Project Manager | jkindel@jordanfosterconstruction.com
P: 512.990.8313 | F: 512.990.3785 | 15603 North IH 35 | Pflugerville, TX 78660



This message is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email by you is prohibited.

Dec-19

12-17-19 Placed Ty D bond breaker 724.88 tons. SJSW
12-18-19 Placed Ty D bond breaker 1,232.16 tons. SJSW
Pay App #7 I paid 1,957.04 tons of Ty D.

Jan-20

1-8-20 Placed Ty B on SJ South 550.62 tons.
1-8-20 Placed Ty B on SJSW 285.53 tons.
1-9-20 Placed Ty B on SJSW 677.11 tons.
1-9-20 Placed Ty B on SJ South 896.32 tons.
1-10-20 Placed Ty B on SJSW 692.82 tons.
Pay App #8 I paid 1,655.56 tons on SJSW and 1,446.84 tons on SJ South.

Mar-20

3-2-20 Placed Ty D on SJSE 996.66 tons. Bond Breaker
3-3-20 Placed Ty B on SJSE 108.35 tons.
3-3-20 Placed Ty B for Detour 663.42 tons paid by the SY under detour item.
3-3-20 Placed Ty D bond breaker on SJSE 106.54 tons.
3-3-20 Placed Ty D bond breaker on SJSW 165.50 tons.
Pay App #10 I paid 108.35 tons Ty B on SJSE, 1,103.30 tons of Ty D on SJSE, and 177.75 tons of Ty D on SJ South.
Total for Ty B is 108.35 and Ty D total 1,281.05. (Ty D mix was overpaid by 12.25 tons. Tickets equal 1,268.80)

Apr-20

4-2-20 Placed Ty D bond breaker 119.50 tons. SJSE
4-30-20 Placed Ty B 346.50 tons. SJSW
Pay App #11, these totals were paid.

Jul-20

7-2-20 Placed Ty B on SJSW 198.82 tons.
7-2-20 Placed Ty B for Detour 405.18 tons paid by the SY under detour item.
Pay App #14 I paid 198.82 tons of Ty B.

Sep-20

9-30-20 Placed Ty D bond breaker on SJSE 106.11 tons.
Pay App #17 I paid 106.11 tons of Ty D.

Nov-20

11-6-20 Placed Ty D bond breaker on SJSW 320.74 tons.
11-6-20 Placed Ty B on SJSW 81.30 tons.
11-19-20 Placed Ty B on SJSE 519.18 tons. Pd under SJ South.
11-19-20 Placed Ty B for Detour 95.66 tons paid by the SY under detour item.
Pay App #18 I paid 320.74 tons of Ty D on SJSW, 81.30 tons of Ty B on SJSW, and 519.18 tons of Ty B on SJ South.

Feb-21

2-8-21 Placed Ty D on SJSE 458.22 tons.
2-8-21 Placed Ty D on Drwy's 153.54 tons. Paid by the SY
2-8-21 Placed Ty B on SJSE 350.95 tons.

2-9-21 Placed Ty D on SJSW 501.33 tons.

2-9-21 Placed Ty D on SJSouth 524.57 tons.

2-23-21 Placed Ty D on SJSW 322.48 tons.

Pay App #21 I paid 823.81 tons of Ty C on SJSW, 524.57 tons of Ty C on SJSouth, and 350.95 tons of Ty B on SJSE
I owe 458.22 tons of Ty C for SJSE.

*NOTE: Ty D Surface is being paid under Ty C until the CO goes through.

Mar-21

3-08-21 Placed Ty B on CR 260 378.64 tons.

3-08-21 Placed Ty D on CR 260 200.38 tons.

Pay App #22 I paid these items.

Commissioners Court - Regular Session**49.****Meeting Date:** 05/04/2021

ILA with Jarrell for Bud Stockton

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Jarrell regarding design and construction costs related to the Bud Stockton Extension Construction project. Funding Source: Road Bonds P307

Background

Fiscal Impact

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

Attachments

Bud Stockton ILA

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

04/29/2021 09:25 AM

Form Started By: Charlie Crossfield

Started On: 04/29/2021 09:16 AM

Final Approval Date: 04/29/2021



City of Jarrell

161 Town Center Blvd

Jarrell, TX 76537

512-746-4593

www.cityofjarrell.com

April 12, 2021

The Honorable Bill Gravell
Williamson County Judge
710 S. Main Street,
Ste. 101
Georgetown, TX 78626

RE: Interlocal Agreement Regarding the Bud Stockton Extension Construction Project

Dear Judge Gravell:

Please find enclosed the Interlocal Agreement regarding the City/County Participation in the Design and Construction Costs related to the Bud Stockton Extension Construction Project; signed by City Manager, Vanessa Shrauner and Mayor Larry Bush.

Please send a copy of the agreement back to our office, once signed and processed by the County. I am enclosing a stamped, self-addressed envelope for your convenience. Please let us know if you need any additional information.

Sincerely,

Dianne Peace

Dianne Peace, TRMC
City of Jarrell
Municipal Clerk

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND
CONSTRUCTION COSTS RELATED TO THE BUD STOCKTON EXTENSION
CONSTRUCTION PROJECT**

| | | |
|----------------------|---|-----------------------------|
| THE STATE OF TEXAS | § | |
| | § | KNOW ALL BY THESE PRESENTS: |
| COUNTY OF WILLIAMSON | § | |

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Jarrell, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing an extension of Bud Stockton Avenue from FM 487 to CR 344, the approximate location being shown on **Exhibit “A”**, attached hereto, (the “**County Project**”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the design and construction of the County Project. The County Project includes planning of the extension of Bud Stockton Avenue from CR344 to FM 487 including the relocation of an City waterline currently in conflict with the County Project.

**II.
CONSTRUCTION OF COUNTY PROJECT**

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right-of-way acquisitions, utility relocations, and all other costs related to the construction of the County Project, unless otherwise specified herein (“**County Project Costs**”).

2.02 Construction Plans. The County has submitted the plans and specifications related to the County Project to the City. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

2.03 Inspection. The City may inspect, or cause to inspect, all aspects of the County Project during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project. Any permits required by the City are waived.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the County Project. The County shall require the contractor to provide performance bonds and maintenance bonds in favor of the City for the County Project in amounts satisfactory to the City. The County shall transfer all warranties for the County Project to the City upon final completion and acceptance of the Project.

III.

JARRELL OBLIGATIONS

3.01 Construction. The City shall reimburse the County the sum of up to and no more than Forty Thousand Dollars (\$40,000.00) (City Participation") as its cost to pay for the construction of the County Project. The City Participation shall be paid to the County within thirty (30) days after receipt of written notice, which shall occur after the County project is awarded. The County shall provide all construction plans for the Waterline relocation to the City for its approval prior to contract award.

3.02 Permission to Construct. The City agrees to allow the County to construct the County Project and the relocation of the Waterline within the City's boundaries, including the acquisition of right-of-way, through condemnation or otherwise. The City further agrees to accept maintenance of the County Project and the Waterline after Project completion.

3.03 Acquisition of ROW. The City shall use its best efforts to acquire as much right-of-way as possible through the platting process for plats filed that abut the County Project.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Water Line Relocation and acceptance of the public improvements by Georgetown.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Default and Remedies. If Georgetown fails to pay for Services under this Agreement, and continues such failure for thirty (30) days after the County provides written notice to cure, Georgetown shall be deemed to be in default under this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, Georgetown may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the plans attached hereto as Exhibit "A."

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.9 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

JARRELL:

VANESSA Shrauner
City Manager
161 Town Center Blvd
Jarrell, Tx 76537

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.15 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF JARRELL, TEXAS

By: 
Mayor

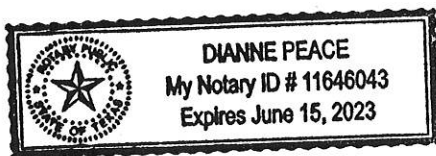


ATTEST:

By: 
City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 12th day of April, 2021, by Larry Bush as Mayor of the City of Jarrell, a Texas home-rule city, on behalf of said city.




Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
William Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

Commissioners Court - Regular Session**50.****Meeting Date:** 05/04/2021

SE Loop 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 Nancy Rydell Holubec and Edythe J. Holubec for right of way needed on the SE Loop project (Parcel 76).
Funding Source: Road Bonds P392

Background

Fiscal Impact

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

Attachments

Holubec Contract

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

04/29/2021 09:26 AM

Form Started By: Charlie Crossfield

Started On: 04/29/2021 09:23 AM

Final Approval Date: 04/29/2021

REAL ESTATE CONTRACT

Southeast Loop—Corridor A1

THIS REAL ESTATE CONTRACT (“Contract”) is made by and between NANCY RYDELL HOLUBEC, Individually and as Trustee of the Henry H. Holubec Family Trust, as created under the Last Will and Testament of Henry H. Holubec, Jr., deceased, Probate Cause No. 16,731-PC, Brazos County, Texas, and EDYTHE J. HOLUBEC (referred to in this Contract as “Seller”) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as “Purchaser”), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0,072 acre (3,114 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit “A”, attached hereto and incorporated herein (**Parcel 76**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the “Property”), and any improvements situated on and attached to the Property described in Exhibit “A” not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of SIX THOUSAND NINETY-FOUR and 00/100 Dollars (\$6,094.00).

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 May 15, 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", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, 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".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has

been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Nancy Rydell Holubec

Nancy Rydell Holubec, Individually and
as Trustee of the Henry H. Holubec
Family Trust, as created under the Last
Will and Testament of Henry H. Holubec,
Jr., deceased, Probate Cause No. 16,731-PC,
Brazos County, Texas

Address: 6867 Meadowcreek Dr.
Dallas, Tx 75254

Date: 4/28/21

Edythe J. Holubec

Date: _____

SELLER:

Nancy Rydell Holubec, Individually and
as Trustee of the Henry H. Holubec
Family Trust, as created under the Last
Will and Testament of Henry H. Holubec,
Jr., deceased, Probate Cause No. 16,731-PC,
Brazos County, Texas

Address: _____

Date: _____

Edythe J. Holubec
Edythe J. Holubec

Date: 4/12/21

PO Box 552
Taylor, TX 76574

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

A
EXHIBIT
PROPERTY DESCRIPTION FOR PARCEL 76

DESCRIPTION OF A 0.072 ACRE (3,114 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 1.137 ACRE TRACT OF LAND DESCRIBED IN DEED WITH VENDOR'S LIEN TO HENRY H. HOLUBEC, Jr. AND WIFE NANCY RYDELL HOLUBEC (50% INTEREST) AND JAMES F. HOLUBEC, DECEASED (50% INTEREST) RECORDED IN VOLUME 1051, PAGE 818 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID JAMES F. HOLUBEC'S INTEREST NOW VESTED WITH EDYTHE J. HOLUBEC AS INDEPENDENT EXECUTRIX FOR THE ESTATE OF JAMES F. HOLUBEC, DECEASED AS FOUND CITED IN DOCUMENT 2005075261 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.072 ACRE (3,114 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,168,693.85 E=3,192,816.75 TxSPC Zone 4203) set in the proposed easterly Right-of-Way (ROW) line of F. M. 3349 (variable width ROW), being in the southerly boundary line of said 1.137 acre tract, same being in the northerly boundary line of that called 121.12 acre tract of land described in Warranty Deed to 3349 Land Group, LLC recorded in Document No. 2007027439 of the Official Public Records of Williamson County, Texas, also being the southerly line of that called 20 foot wide ingress and egress easement (known as Carpenter Drive) cited in Volume 832, Pg. 326 of the Deed Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being the southeasterly corner of said 1.137 acre tract and said ingress-egress easement, same being the northeasterly corner of said 121.12 acre tract bears S 82°28'30" E, at a distance of 2,320.53 feet;

- 1) **THENCE**, departing said proposed easterly ROW line, with the southerly boundary line of said 1.137 acre tract and said ingress-egress easement, same being the northerly boundary line of said 121.12 acre tract, **N 82°28'30" W**, for a distance of **155.68** feet to a 1/2" iron rod found in the existing easterly ROW line of F.M. 3349 (100' ROW width), same being the northeasterly corner of that called 4.8614 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 670, Pg. 280 of the Deed Records of Williamson County, Texas, also being the southeasterly corner of that called 0.0459 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Pg. 363 of the Deed Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel;
- 2) **THENCE**, with said existing easterly ROW line, same being the easterly line of said 0.0459 acre ROW tract, also being the westerly boundary line of said 1.137 acre tract and said 20' ingress-egress easement, **N 07°37'56" E**, for a distance of **20.00** feet to a 1/2" iron rod found, being the northwesterly corner of that called 1.137 acre tract and said 20' ingress-egress easement, same being the southwesterly corner of that called 2.496 acre tract of land described in Special Warranty Deed to Brian N. Brown recorded in Document No. 2015065368 of the Official Public Records of Williamson County, Texas and that 30 foot wide ingress and egress easement described in Volume 832, Page 316 (Tract I) of the Deed Records of Williamson County, Texas, also being the northeasterly corner of said 0.0459 acre ROW tract and the southeasterly corner of that called 4.1049 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 669, Pg. 340 of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being the northwesterly corner of said 2.496 acre tract bears **N 07°37'56" E**, for a distance of 208.20 feet;

County: Williamson
Parcel: 76
Project: FM 3349

March 16, 2020
Page 2 of 4

- 3) **THENCE**, departing said existing easterly ROW line, same being said 0.0459 acre ROW tract, with the northerly boundary line of said 1.137 acre tract and said 20' ingress-egress easement, same being the southerly boundary line of said 2.496 acre tract and said 30' ingress and egress easement, **S 82°28'30" E**, for a distance of **155.69** feet to an iron rod with aluminum cap stamped "ROW 4933" in said proposed easterly ROW line, for the northeasterly corner of the herein described parcel, and from which, the southeasterly corner of said 2.496 acre tract bears with the said common boundary and easement lines, **S 82°28'30" E**, for a distance of 367.69 feet;
- 4) **THENCE**, departing said 2.496 acre boundary and said 30' easement line, with said proposed easterly ROW line, through the interior of said 1.137 acre tract and said 20' ingress-egress easement, **S 07°39'47" W**, for a distance of **20.00** feet to the **POINT OF BEGINNING**, containing 0.072 acres, (3,114 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

29 MAR 2021

Date

M Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



STATE OF TEXAS
4.1049 ACRES
VOL. 669, PG. 340
D.R.W. C.T.

JOHN KUYKENDALL SURVEY
F.M. 3349
ABSTRACT No. 378
(100' R.O.W. WIDTH)

STATE OF TEXAS
0.0459 ACRES
VOL. 669, PG. 363
D.R.W. C.T.

STATE OF TEXAS
4.8614 ACRES
VOL. 670, PG. 280
D.R.W. C.T.

OSTENSIBLE SURVEY LINE

EXISTING ROW LINE

(S09°07'36"W 509.76')

(L1)

(S09°07'36"W 1290.47')

EXISTING ROW LINE

N07°37'56"E 208.20'
(N09°12'52"E 208.10')

| NO. | DIRECTION | DISTANCE |
|------|---------------|----------|
| L1 | N07°37'56"E | 20.00' |
| (L1) | (S09°07'36"W) | (20.00') |
| L2 | S07°39'47"W | 20.00' |

76

0.072 AC.
3,114 SQ. FT.

HOUSE

(N80°59'34"W 523.20')

S82°28'30"E 155.69'

KNOWN AS
CARPENTER DRIVE

N82°28'30"W 155.68'

HENRY H. HOLUBEC, Jr. and Wife,
NANCY RYDELL HOLUBEC (50%
INTEREST)

AND JAMES F. HOLUBEC
(50% INTEREST DECEASED)

1.137 AC.
VOL 1051, PG. 818
D.R.W. C.T.

EDYTHE J. HOLUBEC (50% INTEREST)
AS INDEPENDENT EXEC. OF
ESTATE OF JAMES F. HOLUBEC
AS CITED IN DOC. NO. 2005075261
O.P.R.W. C.T.

PROPOSED ROW LINE

P.O.B.

GRID
COORDINATES:
N=10,168,693.85
E=3,192,816.75

3349 LAND GROUP, LLC
121.12 AC.
DOC. No. 2007027439
O.P.R.W. C.T.

BRIAN N. BROWN
2.496 AC.
DOC. 2015065368
O.P.R.W. C.T.

30' INGRESS-EGRESS EASE.
Vol. 832, Pg. 316 (TRACT 1)

S82°28'30"E 367.69'

(S80°00'10"E 2,476.35')

(N80°00'10"W 2,476.34')

S82°28'30"E 2320.53'

(S80°00'47"E 2,475.87')

20' INGRESS-EGRESS EASE.
Vol. 832, Pg. 326

(S09°04'38"W 207.80')
N07°33'46"E 207.65'



PARCEL PLAT SHOWING PROPERTY OF
HENRY H. HOLUBEC, Jr. and Wife, NANCY RYDELL HOLUBEC
AND EDYTHE J. HOLUBEC
(AS INDEPENDENT EXEC. OF ESTATE OF
JAMES F. HOLUBEC)

SCALE
1" = 50'

PROJECT
F.M. 3349

COUNTY
WILLIAMSON

PARCEL 76

PAGE 3 OF 4

PLAT TO ACCOMPANY DESCRIPTION

03/29/2021

LEGEND

| | | | |
|---|--|--------------|---|
| ○ | IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET | P.O.B. | POINT OF BEGINNING |
| ⊙ | IRON ROD WITH PLASTIC CAP FOUND - AS NOTED | P.O.R. | POINT OF REFERENCE |
| ● | 1/2" IRON ROD FOUND | () | RECORD INFORMATION |
| ■ | TxDOT TYPE 1 CONCRETE MONUMENT FOUND | P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |
| ⊙ | IRON PIPE FOUND | D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| △ | CALCULATED POINT | O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| ℙ | PROPERTY LINE | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| — | LINE BREAK | | |
| ↔ | DENOTES COMMON OWNERSHIP | | |

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2059493-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 22, 2020, ISSUE DATE OCTOBER 30, 2020.

10A. ACCESS EASEMENT TO JAMES V. MOTSINGER AND WIFE, CHARLOTTE E. MOTSINGER RECORDED IN VOLUME 832, PAGE 326, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED
BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT
SUPERVISION.

M. Stephen Truesdale 29 MAR 2021
M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF
**HENRY H. HOLUBEC, Jr. and Wife, NANCY RYDELL HOLUBEC
AND EDYTHE J. HOLUBEC**
(AS INDEPENDENT EXEC. OF ESTATE OF
JAMES F. HOLUBEC)

SCALE
1" = 50'

PROJECT
F.M. 3349

COUNTY
WILLIAMSON

PARCEL 76

PAGE 4 OF 4

EXHIBIT "B"

Parcel 76

DEED

Southeast Loop (Corridor A1) 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 **NANCY RYDELL HOLUBEC, Individually and as Trustee of the Henry H. Holubec Family Trust, as created under the Last Will and Testament of Henry H. Holubec, Jr., deceased, Probate Cause No. 16,731-PC, Brazos County, Texas, and EDYTHE J. HOLUBEC**, 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 0.072 acre (3,114 Sq. Ft.) tract of land in the Watkins Nobles Survey, Abstract No. 484, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 76**)

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 and/or the State of 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 pages follow]

GRANTOR:

Nancy Rydell Holubec, Individually and as
Trustee of the Henry H. Holubec Family Trust,
as created under the Last Will and Testament
of Henry H. Holubec, Jr., deceased, Probate Cause No.
16,731-PC, Brazos County, Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2021 by Nancy Rydell Holubec, in the capacity and for the purposes and consideration recited
therein.

Notary Public, State of Texas

GRANTOR:

Edythe J. Holubec

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Edythe J. Holubec, 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**51.****Meeting Date:** 05/04/2021

Sam Bass Rd. Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.44 acres) required for the construction of Sam Bass Rd. (Corridor H), and take appropriate action. (Pleona May).

Background

Fiscal Impact

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

Attachments

May Resolution

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

04/29/2021 09:29 AM

Form Started By: Charlie Crossfield

Started On: 04/29/2021 09:26 AM

Final Approval Date: 04/29/2021

**IN THE COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to those three certain tracts of land totaling 0.44 acres (Parcels 12.14.15) described by metes and bounds in Exhibits “A-C” owned by **PLEONA MAY** for the purpose of constructing, reconstructing, maintaining, and operating Corridor H (Sam Bass Rd) roadway improvements (“Project”), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits “A-C” attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners’ Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2021.

Bill Gravel, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 12
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4
April 23, 2020

PROPERTY DESCRIPTION FOR PARCEL 12

DESCRIPTION OF A 0.096 ACRE (4,191 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 2.237 ACRE TRACT OF LAND, DESCRIBED AS TRACT I IN A DEED TO PLEONA MAY, RECORDED FEBRUARY 19, 1982 IN VOLUME 867, PAGE 337, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.096 ACRE (4,191 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 571.20 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 279+64.05, for the southeast corner of Lot 1, Brushy Bend Park, Section II, Phase II, a subdivision of record in Cabinet C, Slide 123, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described as 3.34 acre tract of land in a deed to Marilyn Carlson Leblanc, recorded in Document No. 20160646528, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the southwest corner of said remainder of a called 2.237 acre tract;

THENCE N 12°09'45" W, with the common line of said Lot 1 and said remainder of a called 2.237 acre tract, a distance of 580.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,307.84, E=3,107,789.48) set 16.20 feet right of Sam Bass Road E.C.S 278+45.22 on the proposed south right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 12°09'45" W, departing the proposed south right-of-way line of said Sam Bass Road, continuing with the common line of said Lot 1 and said remainder of a called 2.237 acre tract, crossing at a distance of 13.30 feet the south line of a 25-foot wide Easement for Future Roadway Improvements shown on the said Brushy Bend Park subdivision plat, and continuing for a total distance of 38.95 feet to a 1/2-inch iron rod found on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said Lot 1, same being the northwest corner of said remainder of a called 2.237 acre tract and the parcel described herein, from which a 1/2-inch iron rod found, for the northeast corner of Lot 1, Block A, Spanish Oak Terrace, Phase One, a subdivision of record in Volume 7, Page 70, P.R.W.C.TX., described in a deed to Klaus D. Kuhlmann and wife, Marianne Kuhlmann, recorded in Volume 657, Page 441, D.R.W.C.TX., same being the northwest corner of said Lot 1, bears N 88°22'19" W, a distance of 306.90 feet;

2) **THENCE** S 88°15'26" E, departing the common line of said Lot 1 and said remainder of a called 2.237 acre tract, with the existing south right-of-way line of said Sam Bass Road, a distance of 96.01 feet to a calculated point, for the northwest corner of a called 2.29 acre tract of land, described in a deed to Pleona May, recorded in Volume 685, Page 109, D.R.W.C.TX., same being the northeast corner of said remainder of a called 2.237 acre tract and the parcel described herein;

3) **THENCE** S 09°23'28" E, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said 2.29 acre tract and said remainder of a called 2.237 acre tract, crossing at a distance of 29.22 feet the south line of said 25-foot wide Easement for Future Roadway Improvements, and continuing for a total distance of 48.83 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 17.53 feet right of Sam Bass Road E.C.S 279+39.21 on the proposed south right-of-way line of said Sam Bass Road, for the southeast corner of the parcel described herein, said point being the beginning of a curve to the right;

EXHIBIT "A"

County: Williamson
Parcel No.: 12
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 2 of 4
April 23, 2020

4) **THENCE** departing the common line of said 2.29 acre tract and said remainder of a called 2.237 acre tract, with the proposed south right-of-way line of said Sam Bass Road and said curve to the right, over and across said remainder of a called 2.237 acre tract, an arc distance of 96.71 feet, through a central angle 08°57'05", having a radius of 619.00 feet, and a chord that bears N 82°15'29" W a distance of 96.61 feet to the **POINT OF BEGINNING**, and containing 0.096 acre (4,191 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

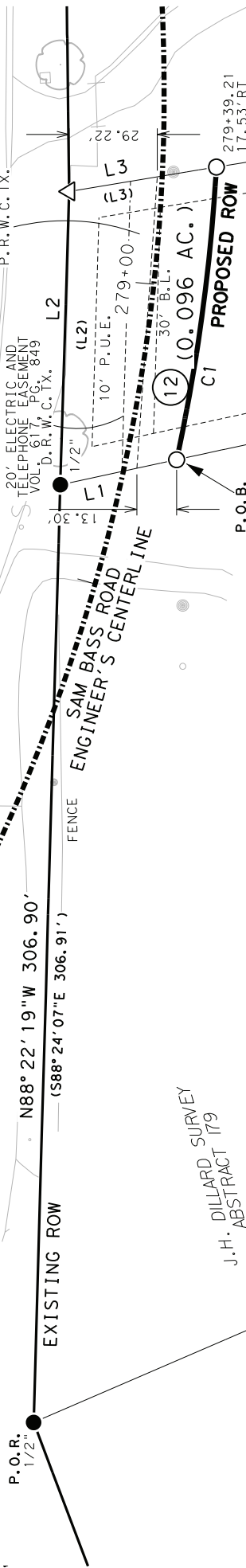


Scott C. Re 4/24/20

Scott C. Brashear
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

(VARIABLE WIDTH R.O.W.)
(NO RECORD INFORMATION FOUND)



ENGINEER'S CENTERLINE
CURVE DATA
PI STA 276+98.02
N = 10, 170, 276.64
E = 3, 107, 519.58
Δ = 74° 08' 12" (LT)
D = 09° 48' 39"
L = 755.65'
R = 441.17'
PC STA 272+56.86
PT STA 280+12.51

KLAUS D. KUHLMANN AND
WIFE, MARIANNE KUHLMANN
VOL. 657, PG. 441
D.R.W.C.TX.

LOT 1, BLOCK A
SPANISH OAK TERRACE
PHASE ONE
VOL. 7, PG. 70
P.R.W.C.TX.

MARILYN CARLSON LEBLANC
CALLED 3.34 AC.
DOC. NO. 2016046528
O.P.R.W.C.TX.

LOT 1
BRUSHY BEND PARK
SECTION 11, PHASE II
CABINET C, SLIDE 123
P.R.W.C.TX.

PLEONA MAY
CALLED 2.29 AC.
VOL. 685, PG. 109
D.R.W.C.TX.

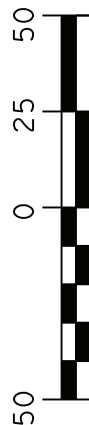
PLEONA MAY
RECORDED FEBRUARY 19, 1982
REMAINDER OF A
CALLED 2.237 AC.
TRACT I
VOL. 867, PG. 337
D.R.W.C.TX.

LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|----------|----------------|-----------|
| L1 | N12° 09' 45" W | 38.95' |
| L2 | S88° 15' 26" E | 96.01' |
| L3 | (S88° 23' E) | (96.05') |
| (L3) | S09° 23' 28" E | 48.83' |
| | (S09° 31' E) | (618.76') |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|-----|----------------|---------|--------|--------|----------------|
| C1 | 08° 57' 05" RT | 619.00' | 96.71' | 96.61' | N82° 15' 29" W |



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 12
0.096 AC. (4,191 SQ. FT.)

| EXISTING | *1.118 AC. | ACQUIRE | 0.096 AC. | REMAINING | 1.022 AC. RIGHT |
|----------|------------|---------|-----------|-----------|-----------------|
|----------|------------|---------|-----------|-----------|-----------------|

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

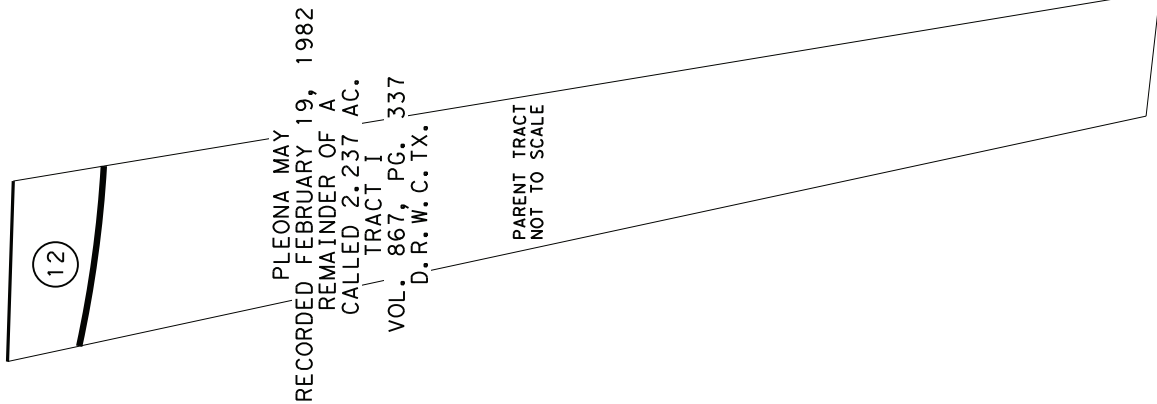
NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2007171, EFFECTIVE DATE FEBRUARY 28, 2020, AND ISSUED DATE MARCH 9, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KPRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear
DATE 4/24/20

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS



PLEONA MAY
RECORDED FEBRUARY 19, 1982
REMAINDER OF A
CALLED 2.237 AC.
TRACT I
VOL. 867, PG. 337
D.R.W. C. TX.

PARENT TRACT
NOT TO SCALE

| | | | | | | |
|----------|------------|---------|-----------|-----------|-----------|-------|
| EXISTING | *1.118 AC. | ACQUIRE | 0.096 AC. | REMAINING | 1.022 AC. | RIGHT |
|----------|------------|---------|-----------|-----------|-----------|-------|

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300



RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 12
0.096 AC. (4,191 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: 14
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4
November 16, 2020

PROPERTY DESCRIPTION FOR PARCEL 14

DESCRIPTION OF A 0.188 ACRE (8,204 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.29 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO PLEONA MAY, RECORDED OCTOBER 4, 1977 IN VOLUME 685, PAGE 109, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.188 ACRE (8,204 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 571.20 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 279+64.05, for the southeast corner of Lot 1, Brushy Bend Park, Section II, Phase II, a subdivision of record in Cabinet C, Slide 123, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described as 3.34 acre tract of land in a deed to Marilyn Carlson Leblanc, recorded in Document No. 20160646528, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the southwest corner of the remainder of a called 2.237 acre tract of land, described as Tract I in a deed to Pleona May, recorded in Volume 867, Page 337, D.R.W.C.TX.;

THENCE N 12°09'45" W, with the common line of said Lot 1 and said remainder of a called 2.237 acre tract, a distance of 580.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 16.20 feet right of Sam Bass Road E.C.S 278+45.22 on the proposed south right-of-way line of Sam Bass Road, said point being the beginning of a curve to the right;

THENCE departing the common line of said Lot 1 and said remainder of a called 2.237 acre tract, with the proposed south right-of-way line of said Sam Bass Road and said curve to the right, over and across said remainder of a called 2.237 acre tract, an arc distance of 96.71 feet, through a central angle 08°57'05", having a radius of 619.00 feet, and a chord that bears S 82°15'29" E, a distance of 96.61 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,294.82, E=3,107,885.21) set 17.53 feet right of Sam Bass Road E.C.S 279+39.21 on the common line of said 2.29 acre tract and said remainder of a called 2.237 acre tract, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 09°23'28" W, departing the proposed south right-of-way line of said Sam Bass Road, with the common line of said 2.29 acre tract and said remainder of a called 2.237 acre tract, crossing at a distance of 23.54 feet the south line of a 25-foot wide Easement for Future Road Improvements shown on the said Brushy Bend Park subdivision plat, and continuing for a total distance of 48.83 feet to a calculated point on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said remainder of a called 2.237 acre tract, same being the northwest corner of said 2.29 acre tract and the parcel described herein;

2) **THENCE** N 89°15'50" E, departing the common line of said 2.29 acre tract and said remainder of a called 2.237 acre tract, with the existing south right-of-way line of said Sam Bass Road, a distance of 174.75 feet to a calculated point, for the northwest corner of a called 2.37 acre tract of land, described as Tract II in said deed to Pleona May, recorded in Volume 867, Page 337, D.R.W.C.TX., same being the northeast corner of said 2.29 acre tract and the parcel described herein;

EXHIBIT "B"

County: Williamson
Parcel No.: 14
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 2 of 4
November 16, 2020

3) **THENCE** S 06°48'28" E, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said 2.29 acre tract and said 2.37 acre tract, crossing at a distance of 25.14 feet the south line of said 25-foot wide Easement for Future Road Improvements, and continuing for a total distance of 42.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S 281+09.08, for the southeast corner of the parcel described herein;

THENCE departing the common line of said 2.29 acre tract and said 2.37 acre tract, with the proposed south right-of-way line of said Sam Bass Road, over and across said 2.29 acre tract, the following two (2) courses and distances numbered 4-5:

4) S 85°09'00" W, a distance of 84.49 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S 280+24.60, said point being the beginning of a curve to the right, and

5) With said curve to the right, an arc distance of 87.68 feet, through a central angle 08°06'59", having a radius of 619.00 feet, and a chord that bears S 89°12'29" W, a distance of 87.61 feet to the **POINT OF BEGINNING**, and containing 0.188 acre (8,204 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 11/16/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

C.R. 175 (SAM BASS RD)

(VARIABLE WIDTH R.O.W) _____
(NO RECORD INFORMATION FOUND)

0.100 AC.
25' EASEMENT FOR FUTURE
ROADWAY IMPROVEMENTS
CABINET C; SLIDE 123
P.R.W.C.TX.

L2 (L2) 20' ELECTRIC AND
TELEPHONE EASEMENT
VOL. 617, PG. 849
D.R.W. C.TX.

SAM BASS ROAD
ENGINEER'S CENTER

PROPOSED ROW

ASPHALT
DRIVEWAY
C2
P.O.B.
N=10, 170, 294.82
E=3, 107, 885.21
279+39.21
17.53' RT

PLEONA MAY
REMAINDER OF A
CALLED 2.237 AC.
TRACT I
VOL. 867, PG. 337
D B W C T V

MARILYN CARLSON LEBLANC
CALLED 3.34 AC.
DOC. NO. 2016046528
O. P. B. W. C. TX.

LOT 1
BRUSHY BEND PARK
SECTION II, PHASE II
ABINET C, SLIDE 123
DOW CITY

(N14° 54' 35" W 621.47')

ENGINEER'S CENTERLINE
CURVE DATA
PI STG 276-98.02
N = 10, 170, 276.64
E = 3, 107, 519.58
 $\Delta = 74^{\circ} 08' 12''$ (LT)
D = 09, 48, 39"
L = 755.65'
T = 441.17'
R = 584.00'
PC STG 272+56.86
PT STG 280+12.51

PLEONA MAY
RECORDED OCTOBER 4, 1977
CALLED 2.29 AC.
VOL. 685, PG. 109
D.R.W.C.TX.

J.H. DILLARD SURVEY
ABSTRACT 179

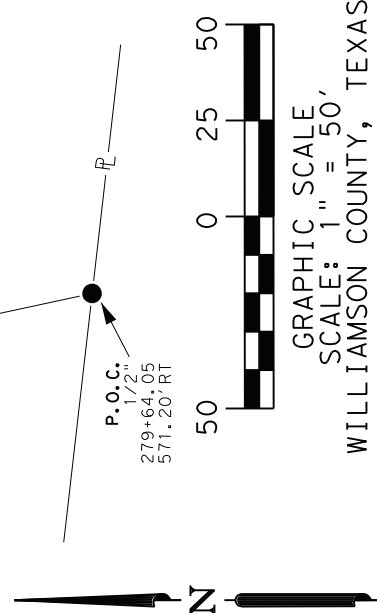
PLEONA MAY
CALLED 2.37 AC.
TRACT II
VOL. 867, PG. 337
D.B.W.C. TX.

LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|----------|----------------|-----------|
| L1 | N09° 23' 28" W | 48.83' |
| (L1) | (N09° 31' W) | (618.76') |
| L2 | N89° 15' 50" E | 174.75' |
| (L2) | (N89° 08' E) | (174.85') |
| L3 | S06° 48' 28" E | 43.26' |
| (L3) | (S06° 56' E) | (634.38') |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|-----|-------------|---------|--------|--------|---------------|
| C1 | 08°57'05"RT | 619.00' | 96.71' | 96.61' | S82°15'29"E |
| C2 | 08°06'59"RT | 619.00' | 87.68' | 87.61' | S89°12'29"W |



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

The SAM logo, featuring the letters "SAM" in a bold, stylized font, with a registered trademark symbol (®) to the upper right.

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 14
88 AC. (8,204 SQ. F.)

PARCEL 14
0.188 AC. (8.204 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

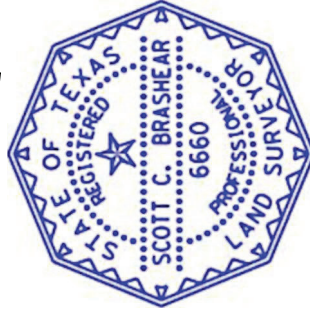
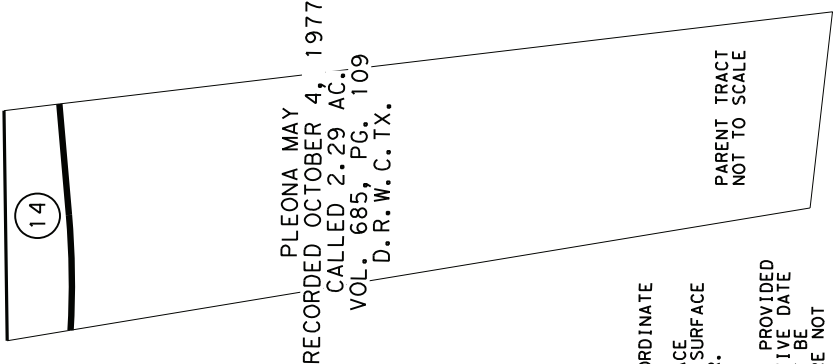
- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2007171, EFFECTIVE DATE FEBRUARY 28, 2020, AND ISSUED DATE MARCH 9, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

11/16/20

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 14

0.188 AC. (8,204 SQ. FT.)

SCHEDULE B:

- THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2007171, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 28, 2020, AND ISSUED DATE MARCH 9, 2020.
- RESTRICTIVE COVENANTS: VOLUME 554, PAGE 135 AND VOLUME 568, PAGE 10, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
 - RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)
 - ANY AND ALL VISIBLE AND/OR APPARENT EASEMENTS LOCATED ON, OVER OR ACROSS SUBJECT PROPERTY.
 - ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
 - INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID.
 - BUILDING SETBACK LINES AS STATED ON THE RECORDED PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF. AFFECTS AS SHOWN.
 - EASEMENT AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF. PURPOSE: FUTURE ROAD IMPROVEMENTS. LOCATION: 25 FEET RESERVED ALONG THE FRONT PROPERTY. AFFECTS AS SHOWN.
 - EASEMENT AS STATED ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF. PURPOSE: UTILITY. LOCATION: 10 FEET RESERVED ON EACH SIDE OF EACH PROPERTY LINE. AFFECTS AS SHOWN.
 - EASEMENT: RECORDED: VOLUME 617, PAGE 849. DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: PEDERNALES ELECTRIC COOPERATIVE, INC. PURPOSE: ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE AND SYSTEM. AFFECTS AS SHOWN.
 - EASEMENT: RECORDED: VOLUME 427, PAGE 228. DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: LONE STAR GAS COMPANY. PURPOSE: PIPE LINES AND APPURTENANCES. UNPLOTTABLE, MAY AFFECT.
 - EASEMENT: RECORDED: VOLUME 565, PAGE 303. DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: PEDERNALES ELECTRIC COOPERATIVE, INC. PURPOSE: ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE AND SYSTEM. UNPLOTTABLE, MAY AFFECT.
 - ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

PAGE 4 OF 4
REF. FIELD NOTE NO. 47014
FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\14PLAT\00NP-14.dgn

| | | | | | | |
|----------|----------|---------|-----------|-----------|-----------|-------|
| EXISTING | 2.29 AC. | ACQUIRE | 0.188 AC. | REMAINING | 2.102 AC. | RIGHT |
|----------|----------|---------|-----------|-----------|-----------|-------|

EXHIBIT "C"

County: Williamson
Parcel No.: 15
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 4
November 16, 2020

PROPERTY DESCRIPTION FOR PARCEL 15

DESCRIPTION OF A 0.156 ACRE (6,772 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 2.37 ACRE TRACT OF LAND, DESCRIBED AS TRACT II IN A DEED TO PLEONA MAY, RECORDED FEBRUARY 19, 1982 IN VOLUME 867, PAGE 337, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.TX.); SAID 0.156 ACRE (6,772 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 639.72 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 282+77.19, for the southwest corner of a called 2.22 acre tract of land, described in a deed to Edward B. Roha and wife, Rebecca R. Roha, recorded in Document No. 2013003444, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the southeast corner of said 2.37 acre tract;

THENCE N 04°25'47" W, with the common line of said 2.37 acre tract and said 2.22 acre tract, a distance of 617.74 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,314.78, E=3,108,229.27) set 22.00 feet right of Sam Bass Road E.C.S 282+81.72 on the proposed south right-of-way line of Sam Bass Road, for the southeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 85°09'00" W, departing the common line of said 2.37 acre tract and said 2.22 acre tract, with the proposed south right-of-way line of said Sam Bass Road, over and across said 2.37 acre tract, a distance of 172.53 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 22.00 feet right of Sam Bass Road E.C.S 281+09.19 on the common line of said 2.37 acre tract and of a called 2.29 acre tract of land, described in a deed to Pleona May, recorded in Volume 685, Page 109, D.R.W.C.TX., for the southwest corner of the parcel described herein;

2) **THENCE** N 06°48'28" W, continuing with the proposed south right-of-way line of said Sam Bass Road, passing at a distance of 3.00 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S 281+09.08, with the common line of said 2.37 acre tract and said 2.29 acre tract, crossing at a distance of 20.22 feet the south line of a 25-foot wide Easement for Future Road Improvements shown on the Brushy Bend Park subdivision plat, recorded in Cabinet C, Slide 123, Plat Records of Williamson County, Texas (P.R.W.C.TX.), and continuing for a total distance of 45.36 feet to a calculated point on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of said 2.29 acre tract, same being the northwest corner of said 2.37 acre tract and the parcel described herein;

3) **THENCE** N 89°15'33" E, departing the common line of said 2.29 acre tract and said 2.37 acre tract, with the existing south right-of-way line of said Sam Bass Road, a distance of 174.77 feet to calculated point, for the northwest corner of said 2.22 acre tract, same being the northeast corner of said 2.37 acre tract and the parcel described herein, from which a 5/8-inch iron rod found, for the northeast corner of said 2.22 acre tract bears S 88°45'42" E, a distance of 147.43 feet;

EXHIBIT "C"

County: Williamson
Parcel No.: 15
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 2 of 4
November 16, 2020

4) **THENCE** S 04°25'47" E, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said 2.22 acre tract and said 2.37 acre tract, crossing at a distance of 25.05 feet the south line of said 25-foot wide Easement for Future Road Improvements, and continuing for a total distance of 32.81 feet to the **POINT OF BEGINNING**, and containing 0.156 acre (6,772 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 11/16/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

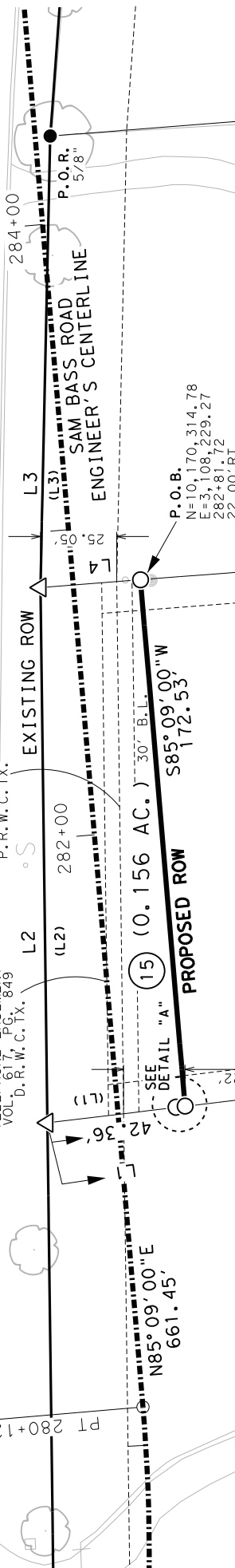
EXHIBIT "A"

(VARIABLE WIDTH R.O.W)
(NO RECORD INFORMATION FOUND)

0.100 AC. EASEMENT FOR FUTURE
ROADWAY IMPROVEMENTS
CABINET C. SLIDE 123
P.R.W.C.TX.

20' ELECTRIC AND
TELEPHONE EASEMENT
VOL. 617, PG. 849
D.R.W.C.TX.

C.R. 175 (SAM BASS RD)



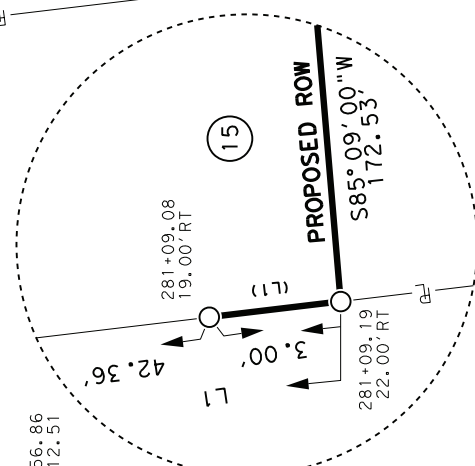
PLEONA MAY
CALLED 2.29 AC.
VOL. 685, PG. 109
D.R.W.C.TX.

PLEONA MAY
RECORDED FEBRUARY 19, 1982
CALLED 2.37 AC.
TRACT II
VOL. 867, PG. 337
D.R.W.C.TX.

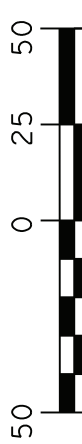
ENGINEER'S CENTERLINE
CURVE DATA
PI STG 276+98.02
N = 10,170, 276.64
E = 3,075, 59.58
Δ = 74° 08' 12" (LT)
D = 09° 48' 39"
L = 755.65'
T = 441.17'
R = 584.00'
PC STG 272+56.86
PT STG 280+12.51

| LINE NO. | BEARING | DISTANCE |
|----------|------------------|-----------|
| L1 | N06° 48' 28" W | 45.36' |
| (L1) | (N06° 56' W) | (634.28') |
| L2 | N89° 15' 33" E | 174.77' |
| (L2) | (N89° 08' E) | (174.86') |
| L3 | S88° 45' 42" E | 147.43' |
| (L3) | (S88° 14' 20" E) | (147.34') |
| L4 | S04° 25' 47" E | 32.81' |

LINE TABLE



DETAIL "A"
NOT TO SCALE



GRAPHIC SCALE,
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

EDWARD B. ROHA AND
WIFE, REBECCA R. ROHA
CALLED 2.22 AC.
DOC. NO. 2013003444
O.P.R.W.C.TX.

J.H. DILLARD SURVEY
ABSTRACT 179

P.O.C.
5/8"
282+77.19
639.72' RT

REF. FIELD NOTE NO. 47068
PAGE 3 OF 4
FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\15\PLAT\00NP-15.dgn

EXISTING 2.37 AC. ACQUIRE 0.156 AC. REMAINING 2.214 AC. RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 15
0.156 AC. (6,772 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST (TYPE NOTED)
- CALCULATED POINT
- PROPERTY LINE
- RECORD INFORMATION
- POINT OF BEGINNING
- POINT OF COMMENCING
- POINT OF REFERENCE
- NOT TO SCALE
- DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)

NOTES:

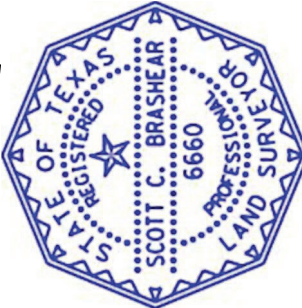
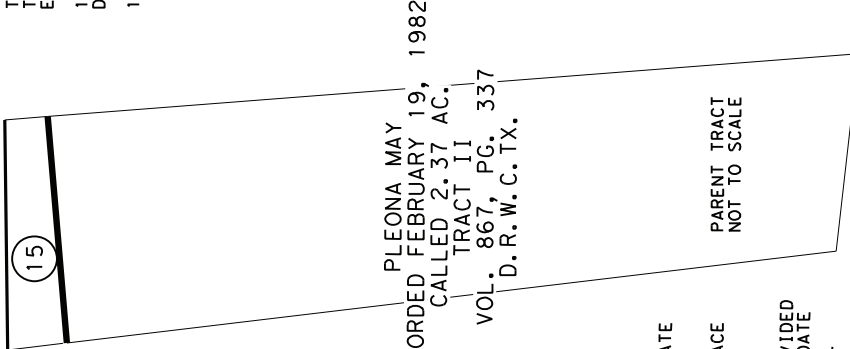
- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2007171, EFFECTIVE DATE FEBRUARY 28, 2020, AND ISSUED DATE MARCH 9, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE, SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

11/16/20

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE



SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2007171, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 28, 2020, AND ISSUED DATE MARCH 9, 2020.

1. RESTRICTIVE COVENANTS: VOLUME 554, PAGE 135 AND VOLUME 568, PAGE 10, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SUBJECT TO.

10A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. ANY AND ALL VISIBLE AND/OR APPARENT EASEMENTS LOCATED ON, OVER OR ACROSS SUBJECT PROPERTY.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

D. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID.

E. BUILDING SETBACK LINES AS STATED ON THE RECORDED PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF. AFFECTS AS SHOWN.

F. EASEMENT AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF. PURPOSE: FUTURE ROAD IMPROVEMENTS, LOCATION: 25 FEET RESERVED ALONG THE FRONT PROPERTY. AFFECTS AS SHOWN.

G. EASEMENT AS STATED ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF. PURPOSE: UTILITY, LOCATION: 10 FEET RESERVED ON EACH SIDE OF EACH PROPERTY LINE. AFFECTS AS SHOWN.

H. EASEMENT: RECORDED: VOLUME 617, PAGE 849, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: PEDERNALES ELECTRIC COOPERATIVE, INC. PURPOSE: ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE AND SYSTEM. AFFECTS AS SHOWN.

I. EASEMENT: RECORDED: VOLUME 427, PAGE 228, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: LONE STAR GAS COMPANY. PURPOSE: PIPE LINES AND APPURTENANCES. UNPLOTTABLE, MAY AFFECT.

J. EASEMENT: RECORDED: VOLUME 565, PAGE 303, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. TO: PEDERNALES ELECTRIC COOPERATIVE, INC. PURPOSE: ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE AND SYSTEM. UNPLOTTABLE, MAY AFFECT.

K. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT, THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

| | | | | | | |
|----------|----------|---------|-----------|-----------|-----------|-------|
| EXISTING | 2.37 AC. | ACQUIRE | 0.156 AC. | REMAINING | 2.214 AC. | RIGHT |
|----------|----------|---------|-----------|-----------|-----------|-------|

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PLEONA MAY
PARCEL 15
0.156 AC. (6,772 SQ. FT.)

REF. FIELD NOTE NO. 47068
PAGE 4 OF 4
FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\15\PLAT\00NP-15.dgn

Commissioners Court - Regular Session**52.****Meeting Date:** 05/04/2021

Agreement Regarding Texas Crushed Stone Drainage Easement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Agreement Regarding Texas Crushed Stone Drainage Easement with the City of Georgetown.

Background

Fiscal Impact

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

Attachments

Texas Crushed Stone Agreement

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

04/29/2021 09:33 AM

Form Started By: Charlie Crossfield

Started On: 04/29/2021 09:27 AM

Final Approval Date: 04/29/2021

Agreement Regarding Texas Crushed Stone Drainage Easement

This Agreement Regarding Texas Crushed Stone Drainage Easement (this “Agreement”) is made and entered into to be effective as of this _____ day of _____, 2021, by and between the City of Georgetown, Texas (“City”), Williamson County, Texas (“County”), with reference to the following facts:

- A. HM Parkside, LP, a Texas limited partnership and HM CR 176-2243, LP, a Texas limited partnership (collectively, “Developer”) entered into that certain Development Agreement Parkside on the River Subdivision with the City dated November 19, 2019, wherein the Developer, among other items, agreed to acquire drainage easements on land owned by Texas Crushed Stone and on land owned by Gordon W. Faubion to service the Parkside on the River Subdivision (the “Development”).
- B. Separately, Developer and County entered into a Drainage Improvements Participation Agreement dated June 23, 2020, attached hereto as **Exhibit A**, wherein the County and the Developer agreed to obtain certain easements required for the Development as well as County Road 176.
- C. As part of the Drainage Improvements Participation Agreement, the County agreed to obtain an approximately 2.04 acre drainage easement from Texas Crushed Stone as depicted and described in **Exhibit B** attached hereto (“TCS Easement”) and the Developer agreed to obtain an approximately 4.057 acre drainage easement from Gordon W. Faubion (“Faubion Easement”).
- D. Due to Covid and other issues, the County has not yet acquired the TCS Easement, and the Developer has not been able to obtain the Faubion Easement.
- E. In order to allow Developer to file and record a final plat described as Parkside on the River Section 1A (City Case File # 2020-20-FP) (the “Phase 1A Final Plat”) per the terms and conditions of the City’s agreements with the Developer (and its affiliates) pertaining to the Development, and to facilitate the operation and maintenance of CR 176 by the County, the County and the City wish to enter into this Agreement regarding the County’s acquisition of the TCS Easement.

NOW THEREFORE, for good and valuable consideration, and the mutual obligations of the parties, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, the parties agree as follows:

1. The foregoing Recitals are true and correct.

2. The County will use good faith, diligent efforts to acquire the TCS Easement through eminent domain proceedings, if necessary, until the TCS Easement is obtained.
3. In reliance upon the County's execution of this Agreement and promise to acquire the TCS Easement, together with the Developer's execution of an Indemnity Agreement Regarding the Faubion Easement and promise to acquire the Faubion Easement, the City agrees to withdraw its denial of approval of the Parkside on the River Phase 1A Final Plat for reasons related to the TCS Easement and Faubion Easement and allow Developer to record the Phase 1A Final Plat in the Official Records of Williamson County, Texas and proceed with Phase 1A Activity.
4. The County hereby agrees to INDEMNIFY, DEFEND AND HOLD HARMLESS the City, and the City's elected officials, appointed officials, employees, agents, and attorneys (collectively the "*City Parties*" and each a "*City Party*") from any and all Loss (defined herein) or Litigation Expenses (defined herein) suffered or incurred by a City Party or the City Parties arising out of or relating to the City's allowing the Phase 1A Final Plat to be recorded in the Official Public Records of Williamson County, Texas to occur before the TCS Easement is obtained. The term "Loss" as used in this Agreement shall mean any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, excluding Litigation Expenses (defined herein). The term "Litigation Expenses" as used in this Agreement shall mean any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorney's fees, other professionals' fees, and disbursements.
5. In support of the promises in this Agreement, the County represents and warrants that all funds necessary to indemnify the City and perform its obligations in this Agreement are readily available to the County, payable out of County current revenues or a cash fund within the immediate control of the County, and that said funds will remain available until the TCS Easement is recorded in the Official Public Records of Williamson County, Texas.
6. If any third party makes a claim against any of the City (a "*Third Party Claim*,") the City will give prompt written notice to the County of the Third-Party Claim and deliver to the County a copy of the notice of claim, claim, process and legal pleadings with respect to the Third-Party Claim. If the City fails to give proper notice, the County remains obligated to defend the City Parties, except for Litigation Expenses incurred prior to the giving of proper notice.
7. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

8. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.
9. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.
10. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627
808 Martin Luther King Jr. Street
Georgetown Texas 78726
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

11. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.
12. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.
13. This Agreement is executed to be effective on the date the last Party signs this Agreement.

(Signature Page Follows)

CITY OF GEORGETOWN, TEXAS

By: _____
Printed Name: Josh Schroeder
Title: Mayor

ATTEST:

By: _____
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____
Skye Masson, City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____
William Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

Exhibit A

DRAINAGE IMPROVEMENTS PARTICIPATION AGREEMENT

This Drainage Improvements Participation Agreement (this "Agreement") is entered into between Williamson County, Texas (the "County") and HM Parkside, LP, a Texas limited partnership (the "Developer"). In this Agreement, the County and the Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority to enter into and the ability to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the County is in the process of making improvements to County Road 176 (the "Roadway"), including improvements at the Roadway's intersection with FM 2243 (the "Intersection"), as depicted on the attached **Exhibit A** (the "Project"); and

WHEREAS, in recognition of the impact the Project will have on drainage in and along the Roadway, including an area within Williamson County Municipal Utility District No. 25 (the "District") as well as certain offsite floodplain area, the County desires to design and construct certain drainage improvements as part of the Project (the "Drainage Improvements"); and

WHEREAS, the Developer is in the process of developing a residential development to be known as Parkside on the River (the "Subdivision") which will be located north of the Intersection and will include an extension of the Roadway to be known as Parkside Parkway (the "Parkway"); and

WHEREAS, in recognition of the impact the Subdivision will have on area drainage, the Developer desires to cooperate with the County in connection with the Drainage Improvements;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. 42-inch Storm Sewer Culvert Pipe.

(a) The County agrees to design and construct a 42-inch storm sewer culvert pipe within the Roadway beginning at a point approximately 50 feet south of the Intersection and terminating at a point in the north right-of-way line of FM 2243 (the "Culvert") as a part of the Drainage Improvements. The Culvert is depicted on Sheet 57 of the County Road 176 at RM 2243 Culvert/Culvert Layout Sta 611 + 92.70 Construction Plan Sheet, a copy of which is attached as **Exhibit B**.

(b) The Developer agrees to design and construct an extension of the Culvert from its termination point under Section 1.(a), above, to the point of discharge shown on the attached **Exhibit C** (the "Culvert Extension"). The Culvert Extension will be located within a portion of the future right-of-way for Parkside Parkway (the "Future Right of Way"), as shown on **Exhibit C**. The Developer agrees to grant the County a temporary drainage and access easement within the Future Right-of-Way for the Culvert Extension in the form attached as **Exhibit D** (the "Temporary Drainage Easement") at no cost to the County. Upon the County's approval of the final plat for the phase of the Subdivision that includes the portion of the Future Right of Way within which the Temporary Drainage Easement is located, the Temporary Drainage Easement will terminate. The Developer will construct the Culvert Extension concurrently with Phase 1A of the Subdivision.

(c) Within 15 days of the Developer's opening of competitive bids for the Culvert Extension, the Developer will provide the County a copy of the bid tabulation and notice of award of the contract for

the Culvert Extension to the lowest responsible bidder (the "Notice of Award"). Within 30 days of the date of delivery of the Notice of Award, the County will pay the Developer an amount equal to the bid amount set out in the Notice of Award, not to exceed the maximum sum of \$266,245.10, as compensation for the Temporary Drainage Easement and the costs of the Culvert Extension.

(d) The Developer agrees that the County or its duly authorized representatives will, until the expiration of three (3) years after the County's payment described in Subsection 1.(c), above, have the right of access to and the right to examine and photocopy any and all books, documents, papers and records of the Developer that are directly pertinent to the costs of the Culvert Extension for the purposes of making audits, examinations, excerpts, and transcriptions (collectively, "Audits"). The Developer agrees that the County will be provided with access at the offices of the Developer during normal working hours and that the Developer will provide the County with adequate and appropriate workspace to conduct such Audits in compliance with the provisions of this subsection. The County agrees that, as a condition to its right to conduct such Audits and being provided such workspace, it will give the Developer with reasonable advance notice of the date, time and purpose of such Audits.

Section 2. Additional Drainage Easements and Improvements.

(a) The County agrees to use diligent, good faith efforts to obtain a drainage easement in favor of HM Parkside Development, Inc., its successors and assigns and/or Williamson County from Texas Crushed Stone over the tract depicted on the attached Exhibit E (the "TCS Easement") through negotiation and, if negotiations are not successful, through condemnation. All costs of acquisition of the TCS Easement will be borne by the County.

(b) The Developer agrees to use commercially reasonable efforts to obtain a drainage easement in favor of HM Parkside Development, Inc., its successors and assigns and/or Williamson County from Gordon W. Faubion over the 4.057 acre tract depicted on the attached Exhibit F (the "Faubion Easement") through negotiation. If negotiations are not successful, the Developer will use commercially reasonable efforts to cause the District to acquire the Faubion Easement through condemnation. If the District fails or refuses to pursue the acquisition of the Faubion Easement through condemnation, the County agrees, at the Developer's request, to use diligent, good faith efforts to acquire the Faubion Easement through condemnation. All costs of the Faubion Easement acquisition will be advanced the Developer, subject to the Developer's right to reimbursement for such costs from the District.

(c) The County and the Developer agree that a letter agreement, signed by the applicable property owner, in a form acceptable to both the Developer and the County, that evidences the property owner's consent to the additional flows that will be generated by the Project and the Subdivision may be accepted in lieu of the drainage easements described in Subsections (a) and (b), above.

(d) In consideration of the Developer's performance of its obligations under this Agreement, the County agrees that it will not require any further dedications of easements or land for or construction of regional drainage improvements relating to the Subdivision or the Project.

Section 3. Designated Representatives. The County and the Developer each designate the individual specified below ("Designated Representative") to represent it and to act on its behalf with respect to the subject matter of this Agreement. Each Designated Representative will have authority to determine and interpret the policies and exercise the discretion of the Party it represents, and a Party may rely on the decisions and representations made by the other Party's Designated Representative with respect to the subject matter of this Agreement. Each Designated Representative may designate other representatives to transmit instructions and receive information on the Designated Representative's behalf.

County: Terron Evertson
Address: Williamson County Road & Bridge.
3151 SE Inner Loop
Georgetown, Texas 78626

District/Developer: Blake Magee
Address: 1011 North Lamar Boulevard
Austin, Texas 78703

The Designated Representatives will cooperate and coordinate with one another, including meeting with and or reporting information to one another regarding the subject matter of this Agreement at regular intervals and reviewing and commenting in a timely manner on all work product.

Section 4. Public Works Projects.

(a) The Culvert Extension involves the construction of public improvements. Accordingly, the Culvert Extension will be constructed and all easements, equipment, materials and supplies acquired in the name of the District and/or the County, as applicable. All tangible personal property to be purchased for use relating to and all taxable services to be performed for the design, management and construction of the Culvert Extension are subject to the sales tax exemption provisions of Section 151.311 of the *Texas Tax Code*. The County agrees to provide its employer identification number and any other information reasonably required to obtain an exemption of sales tax for such construction and the labor and materials incorporated therein upon request.

Section 5. Miscellaneous.

(a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified in Section 5, with copies as noted below:

County: Charlie Crossfield
Sheets & Crossfield
309 East Main Street
Round Rock, Texas 78664

Developer: Sue Brooks Littlefield
Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(c) This Agreement contains the complete and entire agreement between the Parties respecting the Drainage Improvements, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties. This Agreement may not be modified, discharged, or

changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(d) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(e) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(f) To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Parties, their officers, agents, and employees, from any and all claims, losses, damages, causes of action, lawsuits or liability resulting from, the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement, including but not limited to claims for liquidated damages, delay damages, demobilization or remobilization costs, or claims arising from inadequacies, insufficiencies, or mistakes in the plans and specifications and other work products or any other materials or services a Party provides under this Agreement. Each Party will promptly notify the others of any claim asserted by or against it for damages or other relief in connection with this Agreement.

(g) The Parties acknowledge that in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.

(h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

(i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(j) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

(k) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and the District, any benefits, rights or remedies under or by reason of this Agreement.

(l) This Agreement is effective upon execution by both of the Parties. This Agreement may be executed simultaneously in one or several counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The terms of this Agreement will become binding upon each Party from and after the time that it executes a copy hereof. In like manner, from and after the time it executes a consent or other document authorized or required by the terms of this Agreement, such consent or other document will be binding upon such Party.

(m) The following exhibits are attached to and incorporated into this Agreement for all purposes:

| | | |
|-----------|---|--|
| Exhibit A | - | Depiction of the Project |
| Exhibit B | - | Culvert Plan Sheet |
| Exhibit C | - | Depiction of Culvert Extension and Future Right of Way |
| Exhibit D | - | Form Temporary Drainage Easement |
| Exhibit E | - | TCS Easement Tract |
| Exhibit F | - | Faubion Easement Tract |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 23rd day of June, 2020.

WILLIAMSON COUNTY, TEXAS

By Bill Gravell Jr.

Name: Bill Gravell Jr.

Title: County Judge

Date: June 23, 2020

HM PARKSIDE, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
its general partner

By: 
Blake Magee, President

Date: 6/16/2020

EXHIBIT A

Docusign Envelope ID: 76651605-486A-4F0C-BED7-723054488F

WILLIAMSON COUNTY COUNTY ROAD 176 AT RM2243 PRECINCT NUMBER 3

R2 2243 55 MPH
CR 176 URBAN LOW SPEED ARTERIAL
ADT • 8,100 (2016) 28,400 (2036)
ADT • 941 (2016) 3,300 (2036)

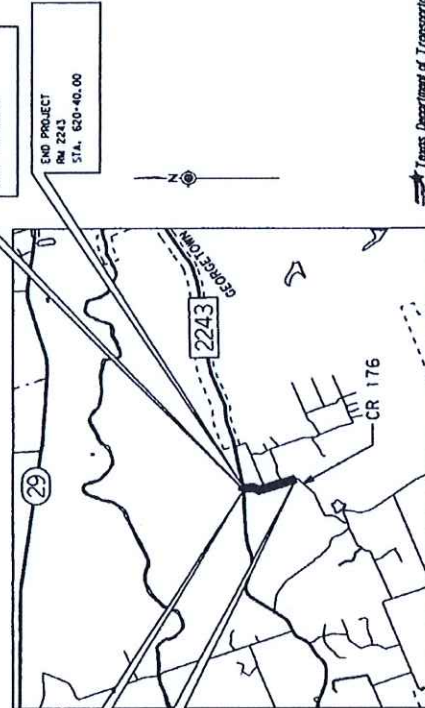
CAD: 2103-01-033
1-000 PROJECT NO. 2103-01-033

NET LENGTH OF ROADWAY • 1,140.00 FT (0.79 MILES) (CR 176)
249.42 FT (0.18 MILES) (RM 2243)
NET LENGTH OF BRIDGE • 0.00 FT (0.00 MILES)
NET LENGTH OF PROJECT • 5,344.77 FT (1.012 MILES)

LIMITS: CR 176 - FROM RM 2243 TO PARKSIDE PARKWAY
RM 2243 - FROM +/-3000' WEST OF EXISTING CR 176 TO +/-1800' WEST OF EXISTING CR 176

FOR THE CONSTRUCTION OF NEW ROADWAY AND RECONSTRUCTION OF THE EXISTING ROADWAY CONSISTING OF GRADING, DRAINAGE IMPROVEMENTS, FLEXIBLE BASE, MANHOLE, STRIPING AND PAVEMENT MARKERS.

FINAL
SUBMITTAL

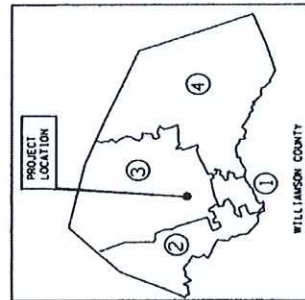


BEGIN PROJECT
RM 2243
STA. 609+00.00

END PROJECT
CR 176
STA. 135+81.35

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION NOT REQUIRED.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(11)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."



VICINITY MAP
N.T.S.

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSING: NONE
WATERBODIES: CREEK-BRUSHY CREEK
AREA OF DISTURBANCE: 15.23 AC.

PREPARED BY
JAMES A. ROGERS
P.E. 88794



1-000 STANDARD SPECIFICATIONS FOR CONSTRUCTION
AND RECONSTRUCTION OF HIGHWAYS
NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL
AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID
DOCUMENTS SHALL GOVERN ON THIS PROJECT.



APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL
WILLIAMSON COUNTY JUDGE

DATE
1-8-19

APPROVED BY:
WILLIAMSON COUNTY

COMMISSIONER VALERIE COFFEY

DATE
1-8-19

APPROVED BY:
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 3

DATE
1-8-19

RICHARD L. RIDINGS, PE
ROAD BOND MANAGEMENT TEAM

CONCURRENCE: 1/22/2019

AREA ENGINEER 1/25/2019

APPROVED FOR LETTING 1/25/2019

DIRECTOR OF TRANSPORTATION PLANNING & DEVELOPMENT

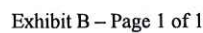


EXHIBIT C

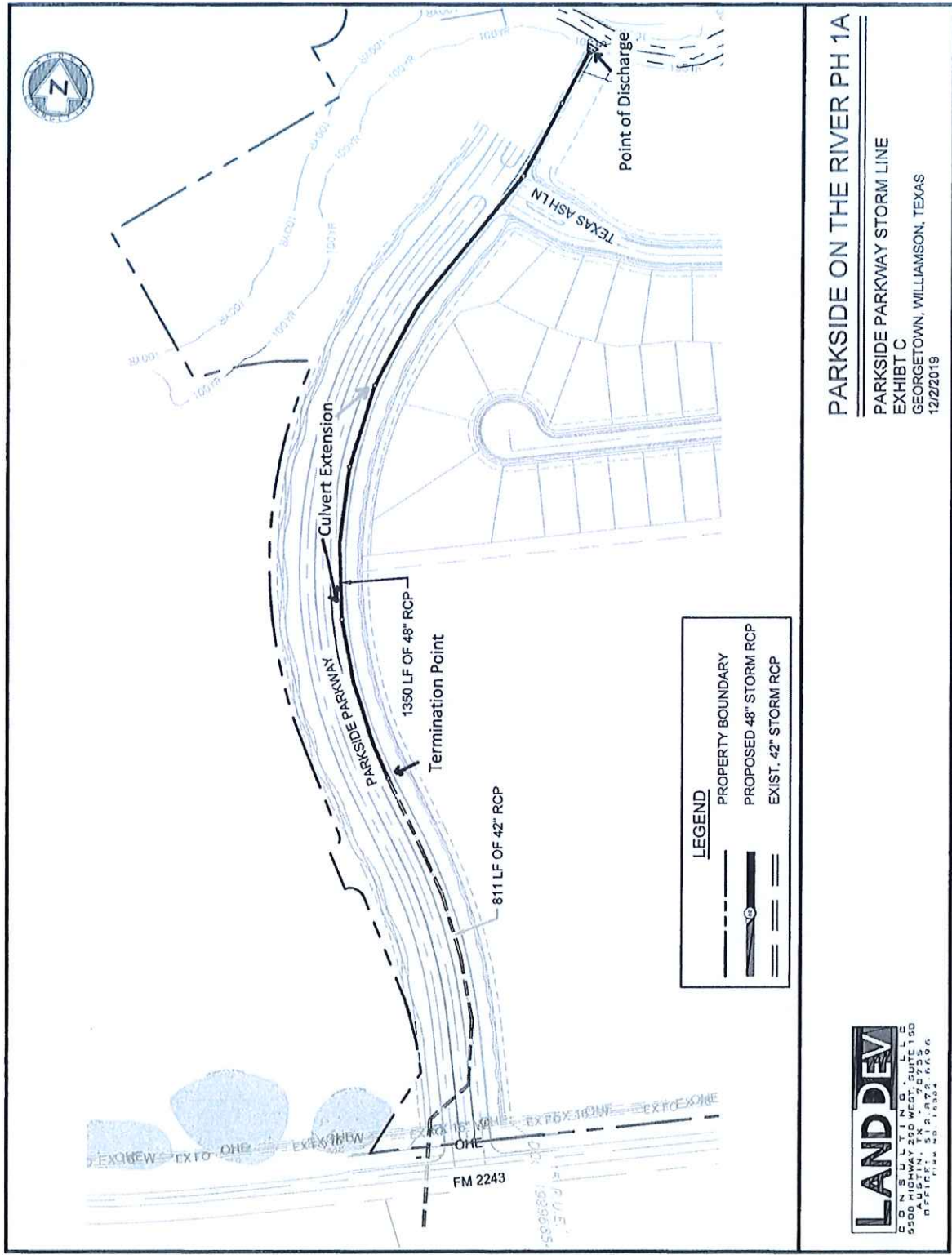


EXHIBIT D

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY DRAINAGE EASEMENT AGREEMENT

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

THIS TEMPORARY DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made effective as of _____, 2020 (the "Effective Date"), by and between HM Parkside, LP, a Texas limited partnership ("Grantor"), and Williamson County, Texas ("Grantee").

RECITALS

Grantor has agreed to grant to Grantee a non-exclusive, temporary drainage easement over, under, through and across that certain tract of real property owned by Grantor that is more particularly described on Exhibit A, attached hereto and made a part hereof (the "Easement Property"), for the purposes and the term described in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor GRANTS, SELLS and CONVEYS to Grantee and Grantee's successors and assigns a temporary, non-exclusive drainage easement (the "Easement") under and across the Easement Property, subject to the reservations, terms and conditions of this Agreement and to any and all encumbrances and easements of record, to the extent the same are valid and enforceable. The Easement will be subject to the following terms and provisions:

1. Purpose of Easement. The Easement may be used only for the installation, construction, placement, expansion, repair, maintenance, modification, replacement, restoration, removal, relocation, inspection, monitoring, operation, use, upgrade, and decommissioning of underground drainage conveyance structures and related underground appurtenances (collectively, the "Facilities") and access related thereto.

2. Term of Easement. The Easement will automatically terminate and be of no further effect upon the first to occur of (i) dedication of the area that includes the Easement Property as public right-of-way, whether by plat or separate instrument; or (ii) recordation of a final subdivision plat that includes the Easement Property that has been approved by Grantee (the "Expiration Date"). Upon the Expiration Date, Grantee agrees, at Grantor's request, to execute, acknowledge where necessary, and deliver an instrument suitable for recordation in the Official Public Records of Williamson County, Texas, sufficient to evidence the termination of this Agreement.

3. Exclusiveness of Easement. The Easement will be non-exclusive and Grantor, its successors and assigns, and their respective contractors, agents and invitees (collectively, the "Grantor Parties"), reserve and will have the right to enter upon and use the Easement Property. Without limiting the generality of the foregoing sentence, the Grantor Parties will have the right to construct, operate and maintain roadways, driveways, parking, and utility infrastructure over, under, through and across the Easement Property, and to dedicate and grant public or private easements for such purposes, so long as

{W0933061.1}

1

Temporary Drainage Easement Agreement

such use does not unreasonably interfere with or prevent use of the Easement Property as provided herein. In the event of the damage or destruction of the Facilities by any of the Grantor Parties, the responsible party will be obligated to replace and repair the damage or destruction at its sole cost and expense and any grant to a third party will be subject to this repair and restoration obligation, regardless of whether it is specifically recited in the granting instrument.

4. Grantee's Obligations.

(a) Access to the Easement Property by Grantee must be obtained upon or across public right-of-way and not any other property of Grantor. Grantee must require and ensure that all Grantee Parties comply with this access restriction.

(b) Upon completion of the construction of the Facilities and, thereafter, promptly upon completion of any subsequent activity by Grantee within the Easement Property that disturbs the surface of the ground, Grantee must restore or cause to be restored the surface of the Easement Property to substantially the same condition that existed prior to the commencement of construction or other activity. Restoration will include cleaning up and removing all trash and debris, including stakes, and revegetation as necessary.

(c) Grantee will, to the extent permitted by law, be liable for all damage or injury to persons or property directly resulting from its activities in coming upon or performing work on the Easement Property, or from the construction, repair, operation, maintenance or use of any Facilities. Grantee will require each of Grantee's contractors to obtain and maintain in effect at all times during which such contractors are performing work on or within the Easement Property a policy or policies of insurance, in a minimum amount of \$1,000,000 per occurrence, insuring against liability for bodily injury, personal injury, death, or property damage, naming Grantor and Grantee as additional insureds, and a certificate of insurance or other satisfactory proof of this coverage must be provided to Grantor prior to the contractor in question entering upon or commencing any construction activity on or within the Easement Property. If any contractor's insurance is cancelled, Grantee will promptly notify Grantor and require the contractor to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work within the Easement Property. Each of the Grantee's contractors will be responsible for the safety of all of its employees, contractors, consultants, subcontractors, invitees and agents. GRANTEE WILL, TO THE EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FOR ANY CLAIM, CAUSE OF ACTION, LIABILITY, FINE OR EXPENSE, INCLUDING LEGAL FEES AND DEFENSE COSTS, ARISING OUT OF ITS OR ITS CONTRACTORS', SUBCONTRACTORS', AGENTS' OR EMPLOYEES' PRESENCE AND ACTIVITIES ON THE EASEMENT PROPERTY AND OUT OF CONSTRUCTION, OPERATION AND/OR MAINTENANCE OF THE FACILITIES AND, IN ADDITION, GRANTOR COVENANTS AND AGREES TO REQUIRE ITS CONTRACTORS AND, SUBCONTRACTORS TO INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FOR ANY CLAIM, CAUSE OF ACTION, LIABILITY, FINE OR EXPENSE, INCLUDING LEGAL FEES AND DEFENSE COSTS, ARISING OUT OF SUCH PARTY'S PRESENCE AND ACTIVITIES ON THE EASEMENT PROPERTY.

5. Maintenance of Facilities. The Facilities shall be maintained by Grantee unless and until such time as a municipal utility district, a municipality or another governmental authority expressly assumes the maintenance obligations with respect thereto. Grantor will have no responsibility for maintenance of any Facilities installed or constructed within the Easement.

6. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue of any case or controversy arising under or pursuant to this Agreement will lie in Williamson County, Texas.

7. Attorneys' Fees. If either party brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, will be entitled to recover its reasonable attorneys' fees and expenses from the losing party, as fixed by the court. The parties agree that "prevailing party" means the party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not necessarily receiving an award of damages or other form of recovery.

8. No Waiver. Except for a written waiver signed by the party to be charged, any action or inaction by any party with respect to any provision of this Agreement, including a party's failure to enforce any provision of this Agreement, will not constitute a waiver of that provision or any other provision of this Agreement. Any waiver by any party of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement.

9. Entire Agreement; Amendment and Termination. This Agreement contains the entire agreement between the parties relating to the rights granted. Any oral representations or modifications concerning this Agreement will be of no force and effect. All modifications must be evidenced by a subsequent written agreement, signed by the party to be charged. Except as provided in Paragraph 2 with respect to termination of the Easement, this Agreement may only be modified, amended or terminated by filing a written modification, amendment or termination document, executed, acknowledged and approved by Grantor and Grantee, or their respective successors and assigns, in the Official Public Records of Williamson County, Texas.

10. Execution. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts and a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but such counterparts, when taken together, will constitute one and the same instrument.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

EXECUTED as of the Effective Date set forth above.

HM PARKSIDE, LP, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, its
general partner

By: 
Blake Magee, President

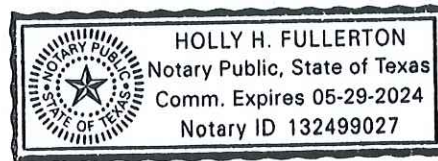
Date: 6/16/2020

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 16th day of June,
2020, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., a Texas corporation, general partner of
HM Parkside, LP, a Texas limited partnership, on behalf of said corporation and limited partnership.


Notary Public, State of Texas



{W0933061.1}

4

Temporary Drainage Easement Agreement

{W0980823.2}

Exhibit D – Page 4 of 6

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.

Name: Bill Gravell Jr.

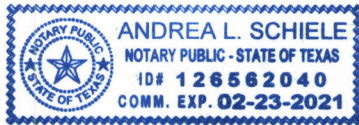
Title: County Judge

Date: June 23, 2020

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on the 23rd day of June, 2020, by Bill Gravell Jr., County Judge of Williamson County, Texas on behalf of the County.



Andrea L. Schiele
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

{W0933061.1}

5

Temporary Drainage Easement Agreement

{W0980823.2}

Exhibit D – Page 5 of 6

EXHIBIT E

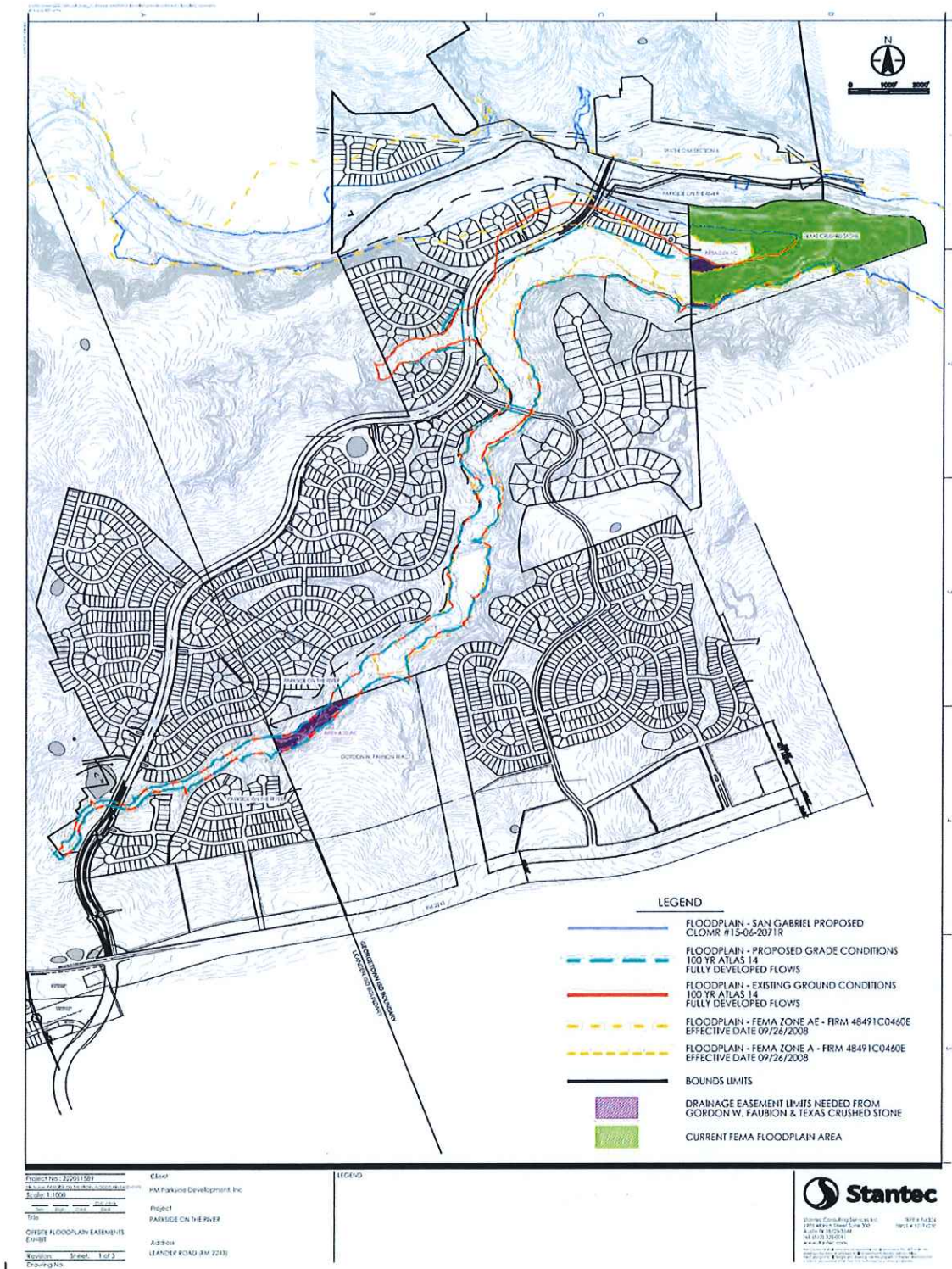


EXHIBIT F

County: Williamson
Project: Parkside on the River
Job No.: A191301
MB No.: 19-053

FIELD NOTES FOR 4.057 ACRES

Being a tract containing 4.057 acres of land located in the J. Thompson Survey, Abstract Number 608 in Williamson County, Texas. Said 4.057 acre tract being a portion of a call 93.60 acre tract of land recorded in the names of Arthur and Gordon Faubion in Document Number 200504318, Official Public Records Williamson County (O.P.R.W.C.). Said 4.057 acres being more particularly described by metes and bounds as follows (*bearings are referenced to the Texas Coordinate System, NAD 1983, Central Zone*):

Beginning at a 1/2-inch iron rod found for the southwesterly corner of said 93.60 acre tract, said iron rod being a corner of a called 1,146.591 acre tract recorded in the name of HM Parkside, LP, in Document Number 2018114043, O.P.R.W.C., also being on the northerly Right-of-Way (R.O.W.) line of F.M. 2243 (80' wide);

Thence, with the westerly line of said 93.60 acre tract and an easterly line of said 1,146.591 acre tract, the following three (3) courses:

1. North 20 degrees 43 minutes 36 seconds West, a distance of 754.25 feet to a 1/2-inch iron rod found;
2. North 20 degrees 57 minutes 06 seconds West, a distance of 930.97 feet to a capped iron rod found stamped "1847";
3. North 21 degrees 20 minutes 43 seconds West, a distance of 498.46 feet to the **Point of Beginning** of the herein described tract;

Thence, continuing with the westerly line of said 93.60 acre tract and an easterly line of said 1,146.591 acre tract, North 21 degrees 20 minutes 43 seconds West, a distance of 216.53 feet;

Thence, through and across said 93.60 acre tract the following fourteen (14) courses;

1. South 86 degrees 41 minutes 13 seconds East, a distance of 43.87 feet;
2. North 76 degrees 47 minutes 16 seconds East, a distance of 39.32 feet;
3. South 89 degrees 23 minutes 06 seconds East, a distance of 56.16 feet;
4. North 72 degrees 18 minutes 53 seconds East, a distance of 40.83 feet;
5. North 62 degrees 31 minutes 18 seconds East, a distance of 49.00 feet;
6. North 70 degrees 34 minutes 49 seconds East, a distance of 42.92 feet;

7. North 50 degrees 31 minutes 39 seconds East, a distance of 55.60 feet;
8. North 26 degrees 36 minutes 13 seconds East, a distance of 72.45 feet;
9. North 64 degrees 48 minutes 26 seconds East, a distance of 92.12 feet;
10. North 44 degrees 12 minutes 28 seconds East, a distance of 48.52 feet;
11. North 50 degrees 18 minutes 43 seconds East, a distance of 65.26 feet;
12. North 33 degrees 03 minutes 40 seconds East, a distance of 45.78 feet;
13. North 56 degrees 23 minutes 15 seconds East, a distance of 115.09 feet;
14. North 26 degrees 23 minutes 04 seconds East, a distance of 11.59 feet to a point on the northerly line of said 93.60 acre tract, said point being on an interior line said 1,146.591 acre tract;

Thence, with the northerly line of said 93.60 acre tract and the interior line of said 1,146.591 acre tract the following two (2) courses;

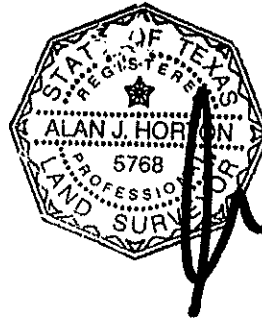
1. North 69 degrees 32 minutes 42 seconds East, a distance of 231.31 feet to a capped iron rod stamped "1847";
2. North 69 degrees 43 minutes 16 seconds East, a distance of 170.90 feet;

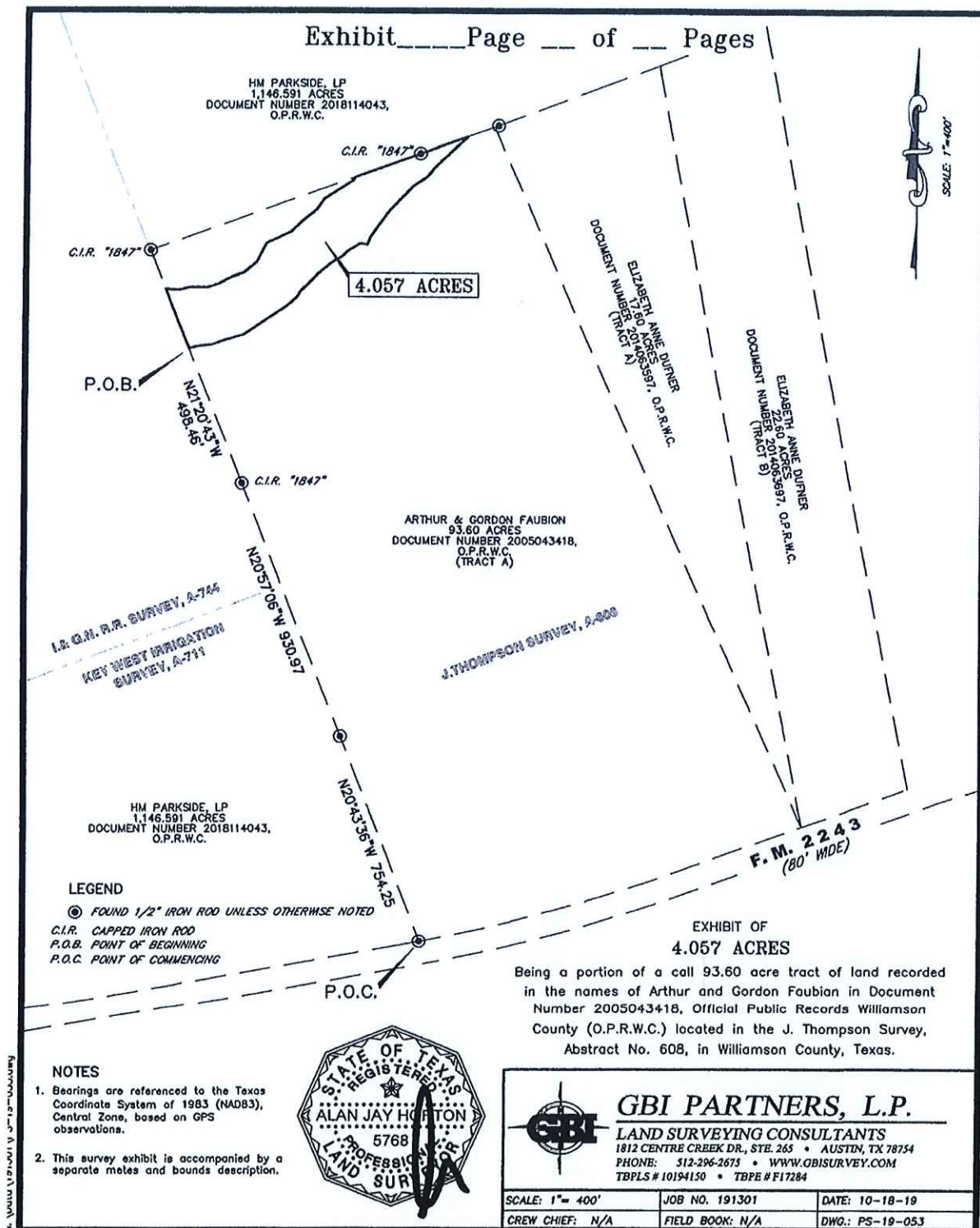
Thence, through and across said 93.60 acre tract the following twenty-one (21) courses;

1. South 46 degrees 56 minutes 27 seconds West, a distance of 105.90 feet;
2. South 44 degrees 29 minutes 49 seconds West, a distance of 51.54 feet;
3. South 37 degrees 58 minutes 01 seconds West, a distance of 36.81 feet;
4. South 55 degrees 50 minutes 25 seconds West, a distance of 57.92 feet;
5. South 41 degrees 59 minutes 58 seconds West, a distance of 122.81 feet;
6. South 34 degrees 51 minutes 37 seconds West, a distance of 100.85 feet;
7. South 20 degrees 20 minutes 48 seconds West, a distance of 29.67 feet;
8. North 83 degrees 58 minutes 15 seconds West, a distance of 24.66 feet;
9. South 58 degrees 49 minutes 41 seconds West, a distance of 44.57 feet;

10. South 43 degrees 39 minutes 07 seconds West, a distance of 24.26 feet;
11. South 58 degrees 17 minutes 02 seconds West, a distance of 48.53 feet;
12. South 49 degrees 22 minutes 32 seconds West, a distance of 61.07 feet;
13. South 44 degrees 13 minutes 58 seconds West, a distance of 47.21 feet;
14. South 48 degrees 40 minutes 37 seconds West, a distance of 28.25 feet;
15. South 28 degrees 55 minutes 50 seconds West, a distance of 24.73 feet;
16. South 49 degrees 33 minutes 56 seconds West, a distance of 46.35 feet;
17. South 55 degrees 33 minutes 55 seconds West, a distance of 170.89 feet;
18. South 72 degrees 59 minutes 20 seconds West, a distance of 70.55 feet;
19. South 69 degrees 00 minutes 16 seconds West, a distance of 39.94 feet;
20. South 82 degrees 15 minutes 23 seconds West, a distance of 42.04 feet;
21. South 78 degrees 12 minutes 37 seconds West, a distance of 38.88 feet to the **Point of Beginning** containing 4.057 acres.

GBI Partners, LP
TBPLS Firm No. 10194150
Ph: 512-296-2675
October 18, 2019







LEGEND

- FLOODPLAIN - SAN GABRIEL PROPOSED CLOMR #15-06-2071R
- FLOODPLAIN - PROPOSED GRADE CONDITIONS 100 YR ATLAS 14
- FULLY DEVELOPED FLOWS
- FLOODPLAIN - EXISTING GROUND CONDITIONS 100 YR ATLAS 14
- FULLY DEVELOPED FLOWS
- FLOODPLAIN - FEMA ZONE AE - FIRM 48491C0460E EFFECTIVE DATE 09/26/2008
- FLOODPLAIN - FEMA ZONE A - FIRM 48491C0460E EFFECTIVE DATE 09/26/2008
- BOUNDS LIMITS

ADDITIONAL DRAINAGE EASEMENT LIMITS NEEDED FROM TEXAS CRUSHED STONE BEYOND FEMA FLOODPLAIN
CURRENT FEMA FLOODPLAIN AREA WITHIN TEXAS CRUSHED STONE PROPERTY

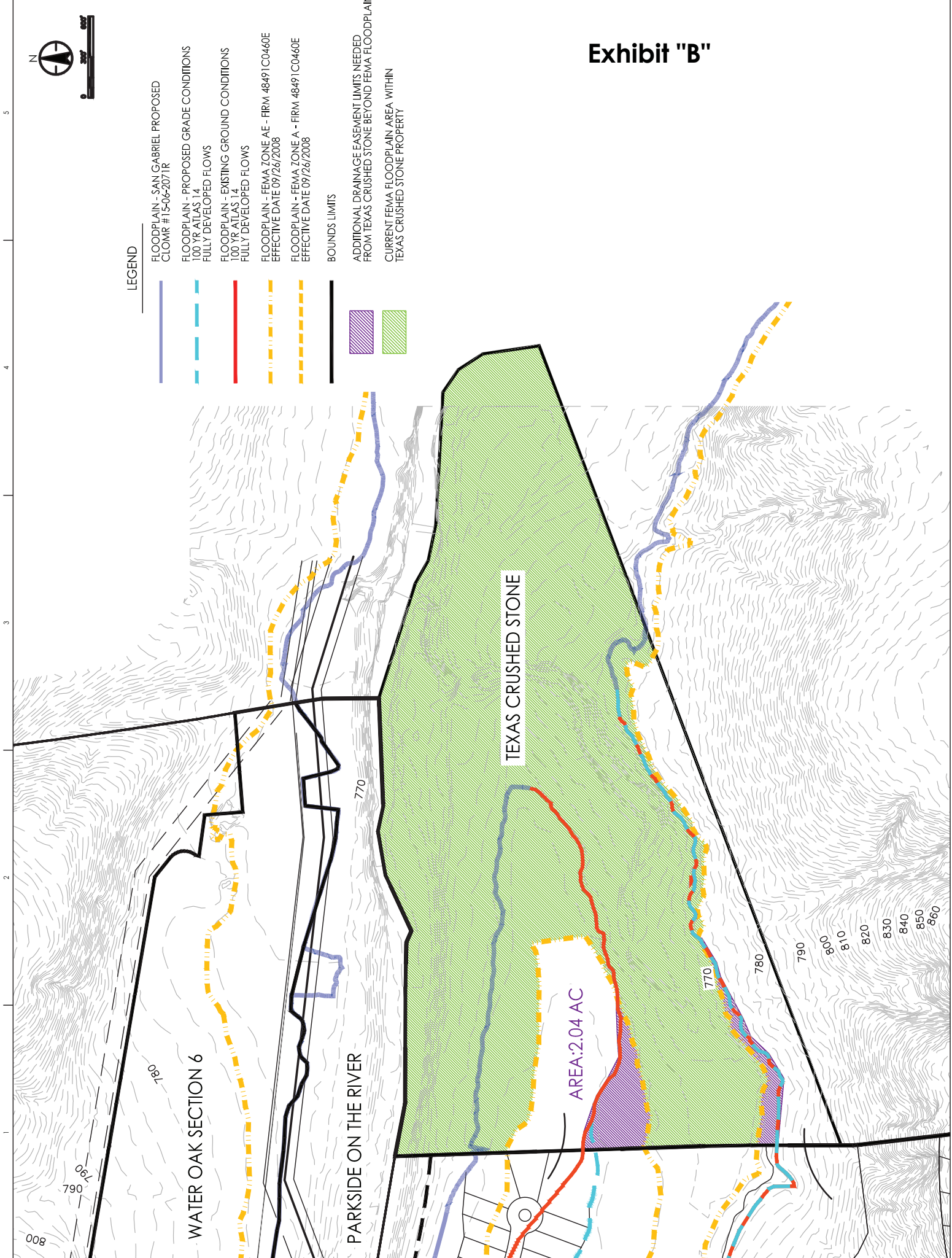


Exhibit "B"

Commissioners Court - Regular Session**53.****Meeting Date:** 05/04/2021

Resolution for Condemnation

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (39.682 acres) required for the construction of SE Loop, and take appropriate action. (WILLIAM A. ROGERS, JR., as the Trustee of the Tiffany Tankersley Wolfe 1997 Children's Trust).

Background

Fiscal Impact

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

Attachments

SE Loop Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/29/2021

Reviewed By

Andrea Schiele

Date

04/29/2021 09:40 AM

Started On: 04/29/2021 09:36 AM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 38.682 acres (Parcel 26) described by metes and bounds in Exhibit "A" owned by **WILLIAM A. ROGERS, JR., as the TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN'S TRUST** for the purpose of constructing, reconstructing, maintaining, and operating Corridor A-1 (Southeast Loop) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2021.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 26
Tax ID: R20564
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

Page 1 of 7
November 18, 2020

PROPERTY DESCRIPTION FOR PARCEL 26

DESCRIPTION OF A 39.682 ACRE (1,728,548 SQ. FT.) PARCEL OF LAND LOCATED IN THE T.J. SMITH SURVEY, ABSTRACT 918, WILLIAMSON COUNTY, TEXAS AND THE C.J. GERLACK SURVEY, ABSTRACT 261, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 354.553 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO WILLIAM A. ROGERS, JR., AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN'S TRUST RECORDED OCTOBER 18, 2016 IN DOCUMENT NO. 2016098133, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 39.682 ACRE (1,728,548 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "DIAMOND SURVEY" found 566.63 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 195+87.40 on the existing west right-of-way line of C.R. 137, a variable width right-of-way, recorded in Document No. 2004002142, O.P.R.W.C.TX., said point being the beginning of a curve to the right;

THENCE with the existing west right-of-way line of said C.R. 137, the following two (2) courses and distances:

With said curve to the right, an arc distance of 137.62 feet, through a central angle 04°01'23", having a radius of 1,960.00 feet, and a chord that bears S 05°53'41" W, a distance of 137.59 feet to a calculated point, and

S 07°54'23" W, a distance of 113.05 feet 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,159,090.59, E=3,173,569.85) set 316.04 feet left of Corridor A1 E.C.S 195+89.81 on the proposed north right-of-way line of Corridor A1, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 07°54'23" W, departing the proposed north right-of-way line of said Corridor A1, continuing with the existing west right-of-way line of said C.R. 137, a distance of 632.11 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 316.04 feet right of Corridor A1 E.C.S 195+83.73 on the proposed south right-of-way line of said Corridor A1, for the southeast corner of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "DIAMOND" found bears S 07°54'23" W, a distance of 594.06 feet;

THENCE departing the existing west right-of-way line of said C.R. 137, with the proposed south right-of-way line of said Corridor A1, over and across said remainder of a called 354.553 acre tract, the following six (6) courses and distances numbered 2-7:

2) N 82°38'43" W, a distance of 68.28 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 316.04 feet right of Corridor A1 E.C.S 195+15.45,

3) N 07°21'17" E, a distance of 36.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 280.00 feet right of Corridor A1 E.C.S 195+15.45,

4) N 37°38'43" W, a distance of 70.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Corridor A1 E.C.S 194+65.45,

EXHIBIT "A"

County: Williamson
Parcel No.: 26
Tax ID: R20564
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

Page 2 of 7
November 18, 2020

5) N 82°38'43" W, a distance of 796.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Corridor A1 E.C.S 186+68.75, said point being the beginning of a curve to the right,

6) With said curve to the right, passing at an arc distance of 107.66 feet a calculated point, for the beginning of a Control of Access (C.O.A.), and continuing for a total arc distance of 756.95 feet, through a central angle 04°35'39", having a radius of 9,440.00 feet, and a chord that bears N 80°20'53" W, a distance of 756.75 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 199.67 feet right of Corridor A1 E.C.S 179+12.61, said point being the beginning of a curve to the left, and

7) With said curve to the left, passing at an arc distance of 774.14 feet a calculated point, for the end of C.O.A., and continuing for a total arc distance of 2,161.77 feet, through a central angle 27°07'57", having a radius of 4,565.00 feet, and a chord that bears S 88°22'58" W, a distance of 2,141.63 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 185.00 feet right of Corridor A1 E.C.S 156+71.60 on the common line of said remainder of a called 354.553 acre tract and a called 10.0 acre tract of land, described in a deed to Martin L. Johnson and Kathryn A. Johnson, husband and wife, recorded in Document No. 1993035363, O.P.R.W.C.TX.,

8) **THENCE** S 84°00'45" W, departing the proposed south right-of-way line of said Corridor A1, with the common line of said 10.0 acre tract and said remainder of a called 354.553 acre tract, a distance of 128.38 feet to a 1/2-inch iron rod found, for the northwest corner of said 10.0 acre tract, same being the southwest corner of said remainder of a called 354.553 acre tract and the parcel described herein;

9) **THENCE** N 07°34'48" E, departing the common line of said 10.00 acre tract and said remainder of a called 354.553 acre tract, with the west line of said remainder of a called 354.553 acre tract, a distance of 427.64 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Corridor A1 E.C.S 157+15.41 on the proposed north right-of-way line of said Corridor A1, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the west line of said remainder of a called 354.553 acre tract, with the proposed north right-of-way line of said Corridor A1, over and across said remainder of a called 354.553 acre tract, the following five (5) courses and distances numbered 10-14:

10) With said curve to the right, passing at an arc distance of 1,710.56 feet a calculated point, for the beginning of a C.O.A., and continuing for a total arc distance of 1,920.23 feet, through a central angle 22°05'33", having a radius of 4,980.00 feet, and a chord that bears N 86°18'30" E, a distance of 1,908.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Corridor A1 E.C.S 175+46.95,

11) S 82°38'43" E, passing at a distance of 170.21 feet a calculated point, for the end of the a C.O.A., and continuing for a total distance of 1,918.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Corridor A1 E.C.S 194+65.45,

EXHIBIT "A"

County: Williamson
Parcel No.: 26
Tax ID: R20564
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

Page 3 of 7
November 18, 2020

- 12) N 52°21'17" E, a distance of 70.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 280.00 feet left of Corridor A1 E.C.S 195+15.45,
- 13) N 07°21'17" E, a distance of 36.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 316.04 feet left of Corridor A1 E.C.S 195+15.45, and
- 14) S 82°38'43" E, a distance of 74.36 feet to the **POINT OF BEGINNING**, and containing 39.682 acres (1,728,548 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

Access is prohibited across the Control of Access Line to the highway facility from the remainder of the abutting property.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|------|----------------|-------------|-----------|-----------|------------------|
| C1 | 04° 01' 23" RT | 1,960.00' | 137.62' | 137.59' | S05° 53' 41" W |
| (C1) | (04° 01' 23") | (1,960.00') | (137.62') | (137.59') | (N05° 53' 48" E) |
| C2 | 04° 35' 39" RT | 9,440.00' | 756.95' | 756.75' | N80° 20' 53" W |

P.O.C.
1/2" W/PCAP
"DIAMOND SURVEY"
195+87.40
566.63' LT

P.O.B.
N=10, 159,090.59
3,173,569.85
195+89.81
316.04' LT

SEE
DETAIL
"C"

WILLIAMSON COUNTY
DOC. NO. 2004002142
O.P.R.W.C.TX.

SEE
DETAIL
"A"

P.O.R.
1/2" W/PCAP
"DIAMOND"

PAGE 4 OF 7

REF. FIELD NOTE NO. 47129

FILE: \\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\26\PLAT\02\P-26.dgn

REMAINING 121.851 AC. LEFT

EXISTING *275.926 AC. ACQUIRE 39.682 AC. REMAINING 114.393 AC. RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAM A. ROGERS, JR., AS THE
TRUSTEE OF THE TIFFANY TANKERSLEY
WOLFE 1997 CHILDREN'S TRUST
PARCEL 26
TAX ID R20564
39.682 AC. (1,728,548 SQ. FT.)

C.J. GERLACK
ABSTRACT 261

170.21'
S82° 38' 43" E 1,918.50'
1,748.29'

END COA
177+17.16
230.00' LT

APPROXIMATE LOCATION
OF SURVEY LINE

26-R20564
(39.849 AC.)

PROPOSED ROW

EXISTING
ROW

180+00

CORRIDOR A1
ENGINEER'S CENTERLINE

185+00

S82° 38' 43" E 3,401.13'

190+00

195+00

C3

774.14'

179+12.61
199.67' RT

C2

649.29'

SEE
DETAIL
"B"

PROPOSED ROW

N82° 38' 43" W 796.70'

(N07° 54' 30" E
1,339.16')
S07° 54' 23" W
632.11'

WILLIAM A. ROGERS, JR., AS THE
TRUSTEE OF THE TIFFANY TANKERSLEY
WOLFE 1997 CHILDREN'S TRUST
RECORDED OCTOBER 18, 2016
REMAINDER OF A CALLED 354.553 AC.
DOC. NO. 2016098133
O.P.R.W.C.TX.

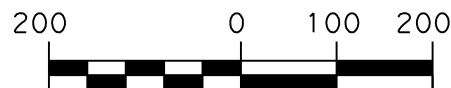
LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|----------|----------------|----------|
| L1 | S07° 54' 23" W | 113.05' |
| L2 | S07° 54' 23" W | 594.06' |
| L3 | N82° 38' 43" W | 68.28' |
| L4 | N07° 21' 17" E | 36.04' |
| L5 | N37° 38' 43" W | 70.71' |
| L7 | N52° 21' 17" E | 70.71' |
| L8 | N07° 21' 17" E | 36.04' |
| L9 | S82° 38' 43" E | 74.36' |

195+83.73
316.04' RT

C.R. 137
(VARIABLE WIDTH R.O.W.)

APPROXIMATE LOCATION
OF SURVEY LINE

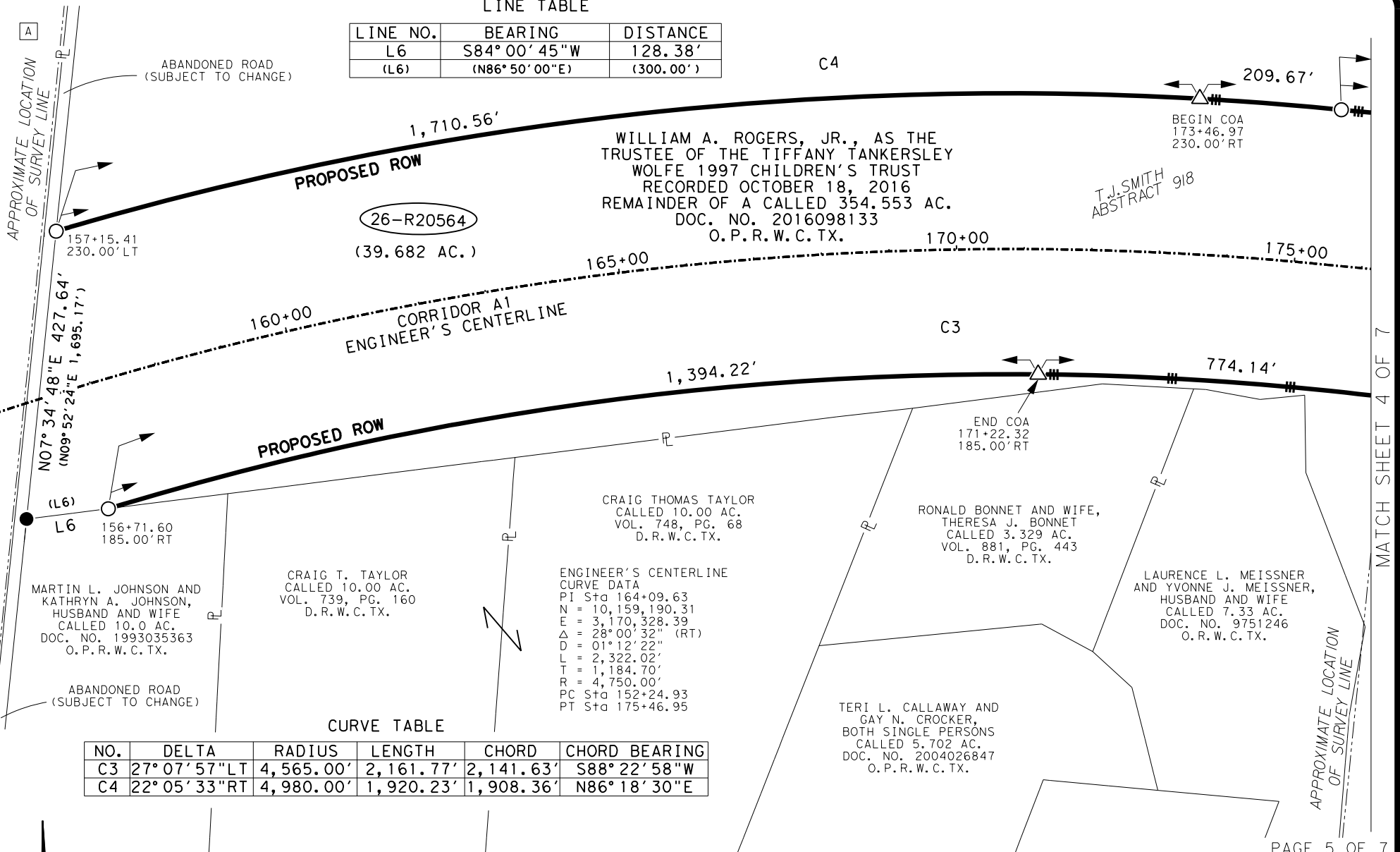


GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS



LINE TABLE

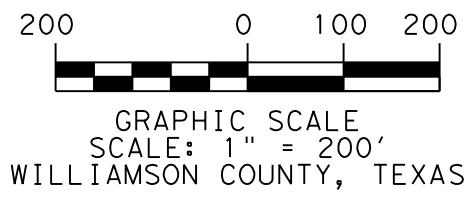
| LINE NO. | BEARING | DISTANCE |
|----------|---------------|-----------|
| L6 | S84°00'45"W | 128.38' |
| (L6) | (N86°50'00"E) | (300.00') |



CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|-----|-------------|-----------|-----------|-----------|---------------|
| C3 | 27°07'57"LT | 4,565.00' | 2,161.77' | 2,141.63' | S88°22'58"W |
| C4 | 22°05'33"RT | 4,980.00' | 1,920.23' | 1,908.36' | N86°18'30"E |

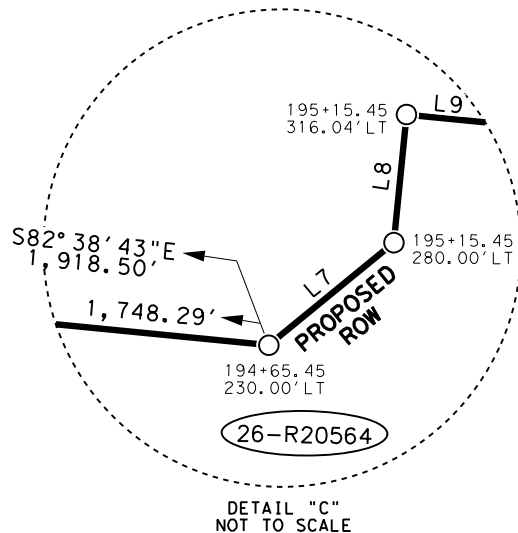
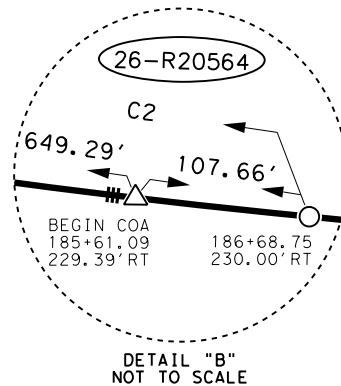
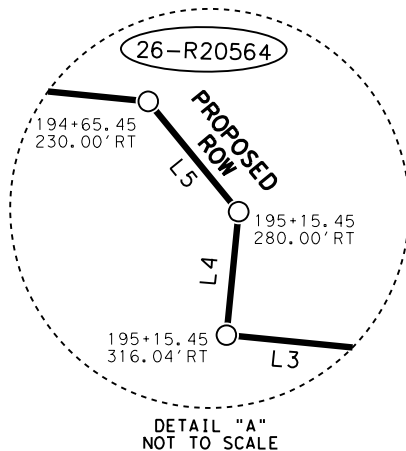
ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 164+09.63
N = 10,159,190.31
E = 3,170,328.39
Δ = 28°00'32" (RT)
D = 01°12'22"
L = 2,322.02'
T = 1,184.70'
R = 4,750.00'
PC Sta 152+24.93
PT Sta 175+46.95



4801 Southwest Parkway
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Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

| | | | | | |
|----------|--------------|---------|------------|-----------|-------------------|
| EXISTING | *275.926 AC. | ACQUIRE | 39.682 AC. | REMAINING | 121.851 AC. LEFT |
| | | | | REMAINING | 114.393 AC. RIGHT |

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAM A. ROGERS, JR., AS THE
TRUSTEE OF THE TIFFANY TANKERSLEY
WOLFE 1997 CHILDREN'S TRUST
PARCEL 26
TAX ID R20564
39.682 AC. (1,728,548 SQ. FT.)



SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2006661, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 10, 2020, AND ISSUED DATE MARCH 18, 2020.

10A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

B. ANY AND ALL VISIBLE AND/OR APPARENT EASEMENTS LOCATED ON, OVER OR ACROSS SUBJECT PROPERTY.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARAIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

D. RIGHT OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

E. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

F. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID.

G. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 598, PAGE 721, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, MAY AFFECT, UNABLE TO PLOT.

H. WATERLINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN DOCUMENT NO. 2011020996, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, PARENT TRACT IS SUBJECT TO. LIES NORTH OF THE PROPOSED R.O.W. ACQUISITION.

I. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

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REF. FIELD NOTE NO. 47129
FILE: \\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\26\PLAT\02\P-26_2.dgn

| | | | | | |
|----------|--------------|---------|------------|-----------|-------------------|
| EXISTING | *275.926 AC. | ACQUIRE | 39.682 AC. | REMAINING | 121.851 AC. LEFT |
| | | | | REMAINING | 114.393 AC. RIGHT |



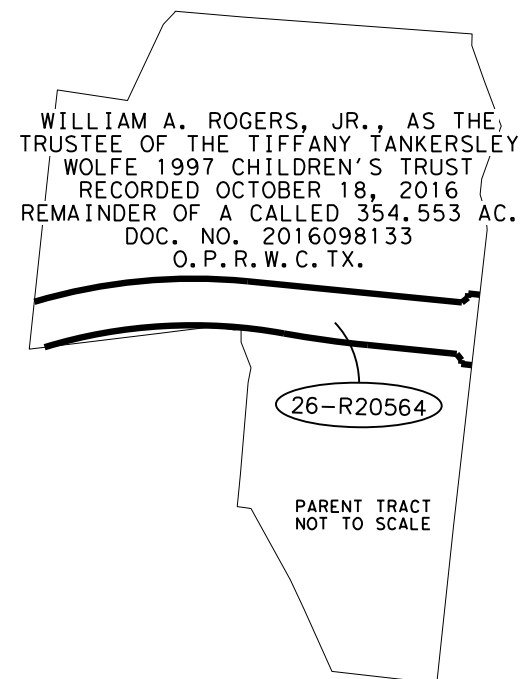
4801 Southwest Parkway
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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAM A. ROGERS, JR., AS THE
TRUSTEE OF THE TIFFANY TANKERSLEY
WOLFE 1997 CHILDREN'S TRUST
PARCEL 26
TAX ID R20564
39.682 AC. (1,728,548 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◻ FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)
- CONTROL OF ACCESS LINE

A
HUTTO 117 INVESTORS, LP,
A TEXAS LIMITED PARTNERSHIP
CALLED 118.971 AC.
DOC. NO. 2019079796
O.P.R.W.C.TX.



NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
 - THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2006661, EFFECTIVE DATE MARCH 10, 2020, AND ISSUED DATE MARCH 18, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
 - CORRIDOR A1 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN DECEMBER, 2019.
 - THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- * AREA CALCULATED BY SAM, LLC.

ACCESS IS PROHIBITED ACROSS THE CONTROL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE ABUTTING PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



PAGE 7 OF 7
REF. FIELD NOTE NO. 47129
FILE:\\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\26\PLAT\02\P-26_2.dgn

| | | | | | |
|----------|--------------|---------|------------|-----------|-------------------|
| EXISTING | *275.926 AC. | ACQUIRE | 39.682 AC. | REMAINING | 121.851 AC. LEFT |
| | | | | REMAINING | 114.393 AC. RIGHT |

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
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WOLFE 1997 CHILDREN'S TRUST
PARCEL 26
TAX ID R20564
39.682 AC. (1,728,548 SQ. FT.)

Commissioners Court - Regular Session**54.****Meeting Date:** 05/04/2021

National Preservation Month May 2021

Submitted By: Connie Odom, Public Information Office**Department:** Public Information Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a resolution proclaiming May 2021 as National Preservation Month in Williamson County.

Background

May 2021 is National Preservation Month, an event locally co-sponsored by the Georgetown Main Street Program, Georgetown Historic and Architectural Review Commission, The Williamson Museum, Preservation Georgetown and the National Trust for Historic Preservation. This year's event includes the celebration of the 110th birthday of our historic courthouse, located at 710 S. Main Street in Georgetown.

Fiscal Impact

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

Attachments

Resolution for National Preservation Month May 2021

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Connie Odom

Final Approval Date: 04/29/2021

Reviewed By

Andrea Schiele

Date

04/29/2021 11:35 AM

Started On: 04/29/2021 11:14 AM

State of Texas
County of Williamson
Know all men by these presents.

THAT ON THIS, the 4th day of May 2021, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner, Precinct One
Cynthia Long, Commissioner, Precinct Two
Valerie Covey, Commissioner, Precinct Three
Russ Boles, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

RESOLUTION

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing commercial districts, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "This Place Matters" is the local theme for National Preservation Month 2021, co-sponsored by the Georgetown Main Street Program, Georgetown Historic and Architectural Review Commission, The Williamson Museum, Preservation Georgetown and the National Trust for Historic Preservation; and

WHEREAS, the Williamson County historic courthouse is a place that matters with a rich history in the community as the location of significant events including the mass registration of first-time women voters by Jesse Daniel Ames and the successful prosecution of the KKK by District Attorney Dan Moody; and

WHEREAS, the Williamson County historic courthouse, which was restored from 2005 to 2007, celebrates its 110th birthday this year.

Therefore be it resolved, the Williamson County Commissioners Court declares the month of May 2021 to be National Preservation Month in Williamson County, Texas, and encourages its residents and visitors to learn more about the history of our courthouse and other historic locations.

RESOLVED THIS 4th DAY OF MAY 2021.

Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session

55.

Meeting Date: 05/04/2021

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 drainage/detention easements for real property North of WMCO Juvenile Detention Center
- u) Discuss the acquisition of the MKT Right of Way
- v) Discuss acquisition of drainage easement in relation to County Road 176

B. Property or Real Estate owned by Williamson County

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

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

- c) Discuss property usage at Longhorn Junction
 - d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
 - e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
 - f) Discuss the sale of property located at 900 S Main St., Taylor, 76574
- C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/29/2021

Reviewed By

Andrea Schiele

Date

04/29/2021 09:34 AM

Started On: 04/29/2021 09:30 AM

Commissioners Court - Regular Session**56.****Meeting Date:** 05/04/2021

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) Project Woods
- c) Project Crystal
- d) Project Link
- e) Project Winston
- f) Project Solo
- g) Project Stamp

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

04/29/2021 09:34 AM

Form Started By: Charlie Crossfield

Started On: 04/29/2021 09:31 AM

Final Approval Date: 04/29/2021