NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
June 15, 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.

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 3 – 28)

3. Discuss, consider and take appropriate action on a line item transfer for Technology Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0503.003011	Computer Software < $5,000	$6,000.00
To	0100.0503.004541	Vehicle Repairs & Maintenance	$6,000.00

4. Discuss, consider and take appropriate action on a Line Item Transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non-Dept/Contingencies	$19,000
To	0100-0409-004520	Non-Dept/Auction Make Ready	$19,000

5. Discuss, consider, and take appropriate action on a line item transfer for the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003398	Video/CD/DVD	$1,750.00

From	0100-0440-003010	Computer Equipment < $5000	$1,750.00
To	0100-0440-004100	Professional Services	$3,500.00

6. Discuss, consider, and take appropriate action on noting in the official minutes a correction for PCNs 655 and 656 from Salary Study 3B changes.

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

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

9. Discuss, consider and take appropriate action on the reappointment of member to the Williamson County Historical Commission.

10. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval for Issuance of Tax-Exempt Multi-Family Housing Revenue Bonds relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Grand Avenue Flats) Series 2021.

11. Discuss, consider, and take appropriate action on accepting an additional donation to Williamson County Sheriff's Office from Vested Interest in K9 to purchase K9 medical supplies.

12. Discuss, consider and take appropriate action on approving the agreement between Omnigo and Williamson County for Rhodium incident management software in the amount of $6,000 pursuant to North Texas Share Cooperative contract #NCT-2017-36, and authorizing execution of the agreement.

13. Discuss, consider, and take appropriate action on approving the Agreement between Williamson County and TMC Shooting Range Specialists, Inc. for range lead remediation services in the amount of $19,900.00 and authorizing execution of the agreement.

14. Discuss, consider and take appropriate action on approving the agreement between Public Health Management Corporation and Williamson County for Risk and Needs Triage software in the amount of $1,100 and authorizing the execution of the agreement.

15. Discuss, consider, and take appropriate action on the Brushy Creek Marlins Swim Meet Parking Plan for Sendero Springs Pool located adjacent to Sendero Springs Drive, Round Rock, Texas, for the 2021 Swim Season.

16. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Installation, Operation and Maintenance of a Miniature Train Ride Concession, under IFB T4523.

17. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for the Lease of 227 Acres Agricultural Land at Blackland Heritage County Park and set a minimum bid amount of $90.00/ per acre, under IFB T4520. Funding Source is P316.

18. Discuss, consider and take appropriate action on approving the Short Term Lease Agreement between Williamson County and Kenfield Golf Cars, LLC for the rental of a golf cart at a rate of $475.00 per month to support the operations of the Williamson County Expo Center and authorizing execution of the agreement.

19. Discuss, consider and take appropriate action on approving the purchase between Williamson County and Dell Marketing L.P. to authorize the bulk order purchase for various departments in the amount of $92,982.28 per the terms of DIR Contract #DIR-TSO-3763.

20. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Building Abatement Demolition Co. Inc. (BAD) to provide the removal and proper disposal of one (1) handicap parking canopy located at the Wilco Justice Center in the amount of $9,800.00 per the terms of TIPS Contract #191002 and authorizing execution of the agreement.

21. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $149,920.00 to expire March 8, 2022 under Williamson County Contract for Engineering Services between Hejl, Lee & Associates, Inc. and Williamson County dated March 23, 2021 for CR 255/CR 289 (CR 254 to Ronald Reagan Blvd). Funding source: P546

22. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.) Survey. Funding source: P546

23. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB T4442 S San Gabriel Ranches Sub Rd & Drainage Improvements. Funding Source is P489.

24. Discuss, consider and take appropriate action on awarding IFB #T4116 All Season Pre-Coated Patching Mixture (ASPPM) to Waller County Asphalt, Inc. per the attachment and authorizing execution of the agreement.

25. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for as IFB T4461 McNeil Milling, Sealing and Overlay.

26. Discuss, consider and take appropriate action on approval of the final plat for the Tesoro Sections 2 & 4 subdivision – Precinct 2.

27. Discuss, consider and take appropriate action on approval of the preliminary plat for the Pleasantville subdivision – Precinct 4.

28. Discuss, consider and take appropriate action on approval of the preliminary plat for the Tomecek subdivision – Precinct 4.

REGULAR AGENDA

29. Discuss, consider and take appropriate action on recognizing the Williamson County ITS department on being awarded the 2021 Tyler Technologies Public Sector Excellence Award.

30. Discuss, consider and take appropriate action on a proclamation honoring Juneteenth in Williamson County.

31. Hear presentation from Dan Wegmiller of Specialized Public Finance, Financial Advisor, regarding outstanding and future debt.

32. Discuss, consider and take any appropriate action regarding Resolution Approving the issuance of Harris County Cultural Education Facilities Finance Corporation Hospital Revenue Bonds (Texas Children's Hospital) Series 2021 to finance and refinance the costs of certain facilities for the Texas Children's Hospital in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

33. Discuss, consider and take appropriate action on requesting the Williamson County Attorney to file a lawsuit to enjoin and restrain the City of Austin pursuant to Chapter 203 of the Texas Property Code in relation to the City of Austin's purchase of the property located at 10811 Pecan Park Boulevard, Building 2, Austin, Texas for purposes of operating and using such property in Williamson County for temporary or permanent housing of individuals in Williamson County, as well as seek any other relief available at law or in equity.

34. Discuss, consider and take appropriate action on the engagement of Roger Moore - Attorney at Law to conduct a review of the Williamson County Bail Bond Board's Local Rules and to propose any necessary or desirable changes to those rules, to review the proposed new license application forms for both individual sureties and corporate sureties, and to meet with the Board's review committee concerning these proposed changes; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

35. Discuss, consider and take appropriate action on authorizing the issuance of a Notice of Termination of Farm Lease between Williamson County, Texas and Jerry Roznovak and Nadine Johnson, being dated effective September 18, 2018, for acreage situated adjacent to the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas.

36. Discuss, consider and take appropriate action on Agreement for the Transfer of Law Enforcement Animals in accordance with Chapter 614 of the Texas Government Code.

37. Discuss, consider and take appropriate action on proposed compensation changes for the Williamson County Sheriff's Office Law Enforcement/Corrections Pay scales due to exigencies and economic demands.

38. Discuss, consider, and take appropriate action on a policy exception regarding the Chief Civil Attorney position in the County Attorney's Office.

39. Discuss, consider and take appropriate action on approving Purchase Order for annual maintenance, support and license fees from Elections Systems and Software in the amount of $245,495.00, pursuant to BuyBoard Contract #542-17.

40. Discuss, consider and take appropriate action on approving termination of the Electronic Bidding and contract Management System Mercell (formerly Negometrix) effective 09.15.2021 and authorizing the execution of the notice of termination letter.

41. Discuss, consider and take appropriate action on approving contract with Bonfire for Third-Party Electronic Bidding and Contract Management System in the amount of $4,500 for the remainder of the Fiscal Year and for an annual total of $37,500 thereafter, as per DIR contract #DIR-TSO-4363, and authorizing the execution of the agreement and quote.

42. Discuss, consider and take appropriate action on approving an agreement with Knight Security Systems for Camera upgrade for the Juvenile Justice Center, in the amount of $6,373.38 as per DIR contract #DIR-CPO-4494, and authorizing the execution of the agreement. Funding Source is P544.

43. Discuss, consider, and take appropriate action on request to authorize the County Judge to sign initial submission documents related to a grant application through the Office of Juvenile Justice and Delinquency Prevention in support of the Family Recovery Court Program.

44. Discuss, consider and take appropriate action on updates to the Employee Policy Manual to be effective October 1, 2021.

45. 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.

46. Discuss, consider and take appropriate action on ratifying agreement with The Roof Company Waco LLC, for Roof Rebuild at the Central Texas Treatment Center (CTTC) in the amount of $776,103.37 as per TIPS contract #210205.

47. Discuss, consider, and take appropriate action on approving the Master Service agreement between Team Mechanical Services and Williamson County in the not-to-exceed amount of $400,000.00, pursuant to TIPS Coop contract 210205 and authorizing the execution of the agreement.

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

49. Discuss, consider and take appropriate action on a Contract Assignment between PaveTex Engineering, LLC as assignor, and Atlas Technical Consultants LLC, as assignee, in relation to that certain Williamson County Contract for Engineering Services dated effective April 23, 2020 regarding On Call Materials Testing & Geotechnical Engineering Services. Funding Source: 01.0200.0210.004160.

50. Discuss, consider, and take appropriate action on awarding IFB #T4115 CR 375 Reconstruction to QA Construction Services Inc. and authorizing the execution of the agreement. Funding Source is P497.

51. Discuss, consider and take appropriate action regarding a Notice of Intent (NOI) for a Stormwater Pollution Prevention Plan associated with the Construction General Permit (TXR150000) for Southeast Loop Segment 1 Phase 1, a Road Bond program project in Commissioner Pct. 4. P: 463 Funding Source: Road Bond

52. Discuss consider and take appropriate action on a revised Atlas 14 Grant Agreement with the Texas Water Development Board for a regional flood planning study.

53. Discuss, consider and take appropriate action on a real estate contract with GMD Legacy, Inc. for property located at 401 W. 6th Street Georgetown, TX.

54. Discuss, consider and take appropriate action on a Claim for Partial Payment of Housing Supplement with Raymond and Pamela Cantrell for right of way acquired on the Liberty Hill Bypass project (Parcel 45). Funding Source: Road Bonds P 346.

55. Discuss, consider and take appropriate action on a Claim for Actual Moving Expenses with Ed and Jennie Dilworth for right of way acquired on the SE Loop project (Parcel 6). Funding Source: Road Bonds P463

56. Discuss, consider and take appropriate action on a Claim for Actual Moving Expenses with Thomas and Melissa Diaz for right of way acquired for the CR 176 Project (Parcel 5). Funding Source: Road Bonds P241

57. Discuss, consider and take appropriate action on a Release of Right of Entry Agreement and a Release of Right of Entry, Possession, Use and Construction Agreement with Robinson Ranch and Robinson Land Limited Partnership from 2001 and 2002 in regard to the SH 45 Project which is no longer needed.

58. Discuss, consider and take appropriate action on a real estate contract with Paul A. Kroschewsky for right of way needed on the CR 366 project (Parcel 15) Funding Source; Road Bonds P 296

59. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.0887 acres) required for the construction of CR 366, and take appropriate action. (Steve Dillawn and Edward Griffith Jr./Parcel 9).

60. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.8201 acres) required for the construction of CR 366, and take appropriate action. (Steve Dillawn and Edward Griffith Jr. (Parcel 10).

61. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.225 acres) required for the construction of Southeast Loop, and take appropriate action. (Raymond Eugene Naivar and Diane Mikulencak Naivar/Parcel 72)

62. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (17.268 acres) required for the construction of Southeast Loop, and take appropriate action. (Fuessel Holdings, LLC/Parcel 94 parts 1 & 2)

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)."

63. 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 near Justice Center.
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

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

64. 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 Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Cutting Edge

65. 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) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
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 Madisetti-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.
bb) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
cc) Kelli Bomer - EEOC Charge #451-2021-00920.
dd) Jesse J Gomez - EEOC Charge #451-2021-01357.
ee) Gary Haston - EEOC Charge #451-2021-01145.
ff) Civil Action No. 1:21-CV-480; Gloria Cowin, Individually and on behalf of the Estate Of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
gg) Civil Action No. Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

66. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

67. 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)

68. Discuss and take appropriate action concerning economic development.

69. Discuss and take appropriate action concerning real estate.

70. 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.
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i) Claim of Regina Wright.
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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.
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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) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
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.
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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.
bb) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
cc) Kelli Bomer - EEOC Charge #451-2021-00920.
dd) Jesse J Gomez - EEOC Charge #451-2021-01357.
ee) Gary Haston - EEOC Charge #451-2021-01145.
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gg) Civil Action No. Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

71. 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.

72. Comments from Commissioners.

73. 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.

_____
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 11th day of June 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 **3.**

Meeting Date: 06/15/2021

Line item transfer for Technology Services

Submitted For: Richard Semple **Submitted By:** Tammy McCulley, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Technology Services.

Background

This is a line item transfer request to provide additional funds for the remainder of FY'21 for projected vehicle repair and tire replacement needs in the Technology Services department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0503.003011	Computer Software < $5,000	$6,000.00
To	0100.0503.004541	Vehicle Repairs & Maintenance	$6,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/07/2021 02:15 PM
Budget Office	Ashlie Holladay	06/07/2021 02:33 PM
Form Started By: Tammy McCulley		Started On: 06/07/2021 09:31 AM
Final Approval Date: 06/07/2021		

Commissioners Court - Regular Session **4.**

Meeting Date: 06/15/2021

Line Item Transfer

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Line Item Transfer for Non-Departmental.

Background

Due to COVID-19, less vehicle auctions were held last FY creating an increase in County owned vehicles being auctioned during the current FY. We have had two auctions this fiscal year, one in January and one in April. This transfer is projected to cover the current deficit in the auction make ready line as well as the next auction slated for July.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non-Dept/Contingencies	$19,000
To	0100-0409-004520	Non-Dept/Auction Make Ready	$19,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	06/07/2021 04:03 PM
County Judge Exec Asst. (Originator)	Andrea Schiele	06/07/2021 04:04 PM
County Judge Exec Asst. (Originator)	Andrea Schiele	06/07/2021 04:26 PM
Budget Office	Ashlie Holladay	06/08/2021 10:17 AM
Form Started By: Melissa Goins		Started On: 06/07/2021 03:48 PM
Final Approval Date: 06/08/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 06/15/2021

Line Item Transfer for District Attorney

Submitted By: Ronnie Simek, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested in order to help cover expenses related to Professional Services which have been utilized by the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-003398	Video/CD/DVD	$1,750.00
From	0100-0440-003010	Computer Equipment < $5000	$1,750.00
To	0100-0440-004100	Professional Services	$3,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:14 PM
Budget Office	Ashlie Holladay	06/09/2021 05:49 PM
Form Started By: Ronnie Simek		Started On: 06/09/2021 10:46 AM
Final Approval Date: 06/09/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 06/15/2021

3B Correction

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on noting in the official minutes a correction for PCNs 655 and 656 from Salary Study 3B changes.

Background

Correction is title and grade only, please see attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Study 3B Correction

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	06/09/2021 02:24 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:16 PM
Form Started By: Kaylan Diederich		Started On: 06/09/2021 02:14 PM
Final Approval Date: 06/09/2021		

Budget Code	Department	PCN	EE ID	Current Annual Salary	*NEW Annual Salary	Current Position Budget	*NEW Position Budget	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
403	County Clerk	655	14982	$36,925.82	N/A	$36,925.82	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021
403	County Clerk	656	14871	$35,995.44	N/A	$35,995.44	N/A	N/A	N/A	Title/Grade change: Dep County Clerk II (B.17) to Deputy County Clerk (B.18)	5/28/2021

*Amounts may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **7.**

Meeting Date: 06/15/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	06/09/2021 04:56 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:16 PM
Form Started By: Kayla Marek		Started On: 06/09/2021 04:48 PM
Final Approval Date: 06/09/2021		

Department	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Purchasing	Purchasing Specialist II.1216.001100.	14915	$42,032.18	1.00%	$420.32	MERIT	25-Jun-21
Purchasing	Purchasing Specialist III.1217.001100.	15536	$49,920.00	1.00%	$499.20	MERIT	25-Jun-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0494	001100	919.52	
01	0100	0494	001130		919.52

Commissioners Court - Regular Session **8.**

Meeting Date: 06/15/2021

County Attorney May 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 May 2021 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

May report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:14 PM
Form Started By: Stephanie Lloyd		Started On: 06/09/2021 04:32 PM
Final Approval Date: 06/09/2021		

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 May, 2021.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 9th day of June, 2021, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J LLOYD
My Notary ID # 124247546
Expires December 6, 2022

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	04-May-2021	30034	2020-0007	$ 60.00
			13-May-2021	30076	2020-1028	$ 60.00
			18-May-2021	30088	2020-2077 2020-1171	$ 120.00
			25-May-2021	30113	2019-3330	$ 60.00
			27-May-2021	30130	2020-3324 2020-3766	$ 120.00
207015 Total						**$ 420.00**
341300	0406	CO ATTY HC	06-May-2021	30051	HOT CHECK RESTITUTION	$ 300.00
341300 Total						**$ 300.00**
351000	0364	CO ATTY INTERVENTION	03-May-2021	30031	2019-2018 2019-4572	$ 860.00
			06-May-2021	30051	2020-1531 2020-2727	$ 860.00
			07-May-2021	30057	2020-1085	$ 360.00
			12-May-2021	30070	2020-1322 2020-3029 2020-1028 2020-2077 2020-3153	$ 1,940.00
			14-May-2021	30079	2019-6625 2020-0374 2020-2159 2020-3816	$ 1,860.00
			17-May-2021	30083	2020-2265	$ 360.00
			19-May-2021	30091	2020-3078 2020-1171 2020-0539 20149-5808 2020-0223	$ 2,360.00
			24-May-2021	30107	2019-6124 2020-1235 2021-0156	$ 1,360.00
			25-May-2021	30113	2019-3330 2020-3324	$ 1,000.00
			27-May-2021	30130	2019-4238 2020-2802 2020-3308 2020-3766	$ 1,440.00
351000 Total						**$ 12,400.00**
352200	0100	CO ATTY	06-May-2021	30051	19-2513-CC1/MICHAEL HANLON	$ 2,400.00
			07-May-2021	30057	20-0671-CC3/CODY WAYNE DEPRECIE HERRIN	$ 50.00
			28-May-2021	30136	20-0802-CC1	$ 1,678.00
					20-0803-CC1	$ 1,178.00
					20-0805-CC1	$ 2,178.00
352200 Total						**$ 7,484.00**
Grand Total						**$ 20,604.00**

Criminal Restitution May 2021

Date	Payor	Amount	Case #	Deposit Date
4/30/2021	David Ephriam Baldonado	$ 60.00	2020-0007	5/4/2021
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
5/11/2021	Dmitrii C Zhuzhgov	$ 60.00	2020-1028	5/13/2021
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
5/14/2021	Johnny Jaimes	$ 60.00	2020-2077	5/18/2021
5/17/2021	Danny Ray Fernandez	$ 60.00	2020-1171	5/18/2021
		$ 120.00		
Date	Payor	Amount	Case #	Deposit Date
5/21/2021	Joe Edward Martinec	$ 60.00	2019-3330	5/25/2021
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
5/25/2021	Edward Mellado	$ 60.00	2020-3324	5/27/2021
5/25/2021	Antonio Andres Alcaina	$ 60.00	2020-3766	5/27/2021
		$ 120.00		

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	300.00	0.00	0.00	0.00	300.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	300.00	0.00	0.00	0.00	300.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
19-00226	CARRANZA, RAMONA (PID #: 447700)	CHKFEE	30.00	0.00	0.00	0.00	30.00
20-00073	Blazer, Tracey (PID #: 981926)	CHKFEE	30.00	0.00	0.00	0.00	30.00
20-00105	Sterk, Peter Alexander (PID #: 82543)	CHKFEE	75.00	0.00	0.00	0.00	75.00
20-00111	Solis, Johnny (PID #: 337717)	CHKFEE	15.00	0.00	0.00	0.00	15.00
20-00112	Solis, Johnny (PID #: 337717)	CHKFEE	15.00	0.00	0.00	0.00	15.00
21-00007	Watkins, Patrick L (PID #: 1747690)	CHKFEE	75.00	0.00	0.00	0.00	75.00
21-00008	Clark, Vicki (PID #: 1747697)	CHKFEE	30.00	0.00	0.00	0.00	30.00
21-00010	Harper, Nicholas (PID #: 1435260)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			**300.00**	**0.00**	**0.00**	**0.00**	**300.00**

PTI Fees May 2021

4/30/2021	Jorge Luis Laureano-Acevedo	$ 500.00	2019-2018	5/3/2021
4/30/2021	Lisa Marie Valadez	$ 360.00	2019-4572	5/3/2021
		$ 860.00		
5/3/2021	Brian Scott Binion	$ 360.00	2020-1531	5/5/2021
5/4/2021	Steven David Cobb	$ 500.00	2020-2727	5/5/2021
		$ 860.00		
5/6/2021	Jaylee Bradley	$ 360.00	2020-1085	5/7/2021
		$ 360.00		
5/10/2021	Jacob Sterling Harris	$ 360.00	2020-1322	5/12/2021
5/10/2021	Richard Carl Schneider	$ 360.00	2020-3029	5/12/2021
5/11/2021	Dimitrii C Zhuzhgov	$ 500.00	2020-1028	5/12/2021
5/11/2021	Johnny Jaimes	$ 360.00	2020-2077	5/12/2021
5/11/2021	Mark Jaramillo	$ 360.00	2020-3153	5/12/2021
		$ 1,940.00		
5/12/2021	Amanda Stacy Romo	$ 500.00	2019-6625	5/14/2021
5/12/2021	Carrinne Marie Gasparaitis	$ 500.00	2020-0374	5/14/2021
5/13/2021	Jaden Elaine Brunson	$ 500.00	2020-2159	5/14/2021
5/13/2021	Toby Foreman	$ 360.00	2020-3816	5/14/2021
		$ 1,860.00		
5/14/2021	Rickye Leon Gordon	$ 360.00	2020-2265	5/17/2021
		$ 360.00		
5/17/2021	Cameron Tyler Hedberg	$ 500.00	2020-3078	5/19/2021
5/17/2021	Danny Ray Fernandez	$ 500.00	2020-1171	5/19/2021
5/17/2021	Irving De Los Santos-Diaz	$ 500.00	2020-0539	5/19/2021
5/18/2021	Rosa Salgado-Veneros	$ 500.00	2019-5808	5/19/2021
5/18/2021	Diana L Lancaster	$ 360.00	2020-0223	5/19/2021
		$ 2,360.00		
5/19/2021	Johnas Terry Umwech	$ 500.00	2020-1235	5/21/2021
5/20/2021	Estevan Saldana	$ 500.00	2019-6124	5/21/2021
5/20/2021	Ranjith Reddy Anagandula	$ 360.00	2021-0156	5/21/2021
		$ 1,360.00		
5/21/2021	Edward Mellado	$ 500.00	2020-3324	5/24/2021
5/21/2021	Joe Edward Martinec	$ 500.00	2019-3330	5/24/2021
		$ 1,000.00		
5/24/2021	Andrea Xiomara Vega	$ 360.00	2019-4238	5/26/2021
5/24/2021	Antonio Andres Alcaina	$ 360.00	2020-3766	5/26/2021
5/25/2021	Dennis Anthony Bruce	$ 360.00	2020-2802	5/26/2021
5/25/2021	Johnathan Lyle Nitsche	$ 360.00	2020-3308	5/26/2021
		$ 1,440.00		

Commissioners Court - Regular Session **9.**

Meeting Date: 06/15/2021

WCHC Appointments

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of member to the Williamson County Historical Commission.

Background

Eloise Brackenridge, Chair
Winnann Ewing, Vice-Chair
Nancy Bell, Treasurer; Chair Budget Committee; Chair Website Committee
Rachel Arnold, Secretary
Joe Burgess, Chair Oral History
Mildred Davis, Chair Promotion and Publicity
Kandy Dipprey, Chair Membership
Shelby Little, Chair Fundraising
Jan Raesz, Chair Historic Talks
Mickie Ross, Chair Historical Markers
Wayne Ware, Chair Cemeteries
Jane DiGesualdo
Dan Doss
Barbara Glasscock

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 05:34 PM
Form Started By: Rachel Rull		Started On: 06/03/2021 03:09 PM
Final Approval Date: 06/03/2021		

Commissioners Court - Regular Session **10.**

Meeting Date: 06/15/2021

CAHFC

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval for Issuance of Tax-Exempt Multi-Family Housing Revenue Bonds relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Grand Avenue Flats) Series 2021.

Background

The General and No Litigation Certificates of Williamson County are required by 1 TX A.D.C. §53.229 and must be submitted to the Attorney General of the State of Texas, who must approve all documentation relating to the Bonds prior to their issuance. The certificates sets forth the Williamson County Commissioners Court previously authorized membership in the Capital Area Housing Finance Corporation ("Corporation"); approved the bylaws for the Corporation; has not taken any action to limit the effectiveness of the resolution authorizing the issuance of the Bonds or any way affecting the proceedings relating to the issuance of such Bonds; has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; and, to the best knowledge of the governing body, that no litigation exists in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is a party.

The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.

The Certificate of Approval for Issuance of Tax-Exempt Multi-Family Housing Revenue Bonds is solely for the purposes of the approval requirements of Section 147(f) of the IRC. Since project is located in Williamson County, Texas (the "County"), Section 147(f) of the Internal Revenue Code states that the "highest elected official" of the jurisdiction containing the project site must approve the transaction after a public hearing is held. Bond counsel is now seeking the approval of the highest elected public official for this jurisdiction. The loan will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with the federal tax law regarding tax-exempt financing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Letter and Certificates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 10:47 AM
Form Started By: Hal Hawes		Started On: 06/10/2021 09:53 AM
Final Approval Date: 06/10/2021		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

May 10, 2021

Hal Hawes
Williamson County, General Counsel
Office of Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Grand Avenue Flats), Series 2021

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue the above captioned Bonds in an aggregate principal amount not to exceed $50,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of Austin, Williamson County. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the (i) General and No Litigation Certificate (the *"General Certificate"*) and (ii) Certificate of Approval (the *"Approval"*) for execution by Judge Gravel as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate and the Approval.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

The Approval is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the *"Code"*). The Code requires that Judge Gravel, as the chief elected executive

officer of the County of Williamson and "applicable elected representative" thereof, approve the issuance of the Bonds after a public hearing following reasonable public notice. The Corporation conducted a public hearing on April 29, 2021, which was held telephonically by dialing into a toll-free number (the *"Public Hearing"*). A notice for the Public Hearing was published in the *Austin American-Statesman* on April 20, 2021. The minutes of the public hearing are enclosed.

Please review the General Certificate and the Approval and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and the Approval and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Wednesday, June 30, 2021.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the *"County"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Grand Avenue Flats)" issued in one or more series (the *"Bonds"*).

2. The Commissioners Court (the *"Governing Body"*) of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Russ Boles to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall

be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

CERTIFICATE OF APPROVAL
FOR ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS

I, the chief elected executive officer of Williamson County, Texas, elected at-large by the voters of Williamson County, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of one or more series of tax-exempt multifamily housing revenue bonds by the Capital Area Housing Finance Corporation (the *"Corporation"*) in an aggregate face amount of not more than $50,000,000 (Grand Avenue Flats) (the *"Bonds"*). The Bonds will be issued for the benefit of Grand Avenue Flats Ltd. or an affiliate thereof (the *"Borrower"*), in connection with the construction of an approximately 275-unit multifamily senior development to be located at approximately 15701 FM 1325 Road, Austin, Texas 78728 (the *"Development"*). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by Capital Area Multi-Housing, Inc., an affiliate of the Corporation.

A public hearing was held on behalf of Williamson County, Texas, by James E. Shaw, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of Williamson County, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by Williamson County, Texas, the County Judge of Williamson County, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in the City of Georgetown, Williamson County, Texas, on the date set forth below.

_____

Bill Gravell, Jr., County Judge
Williamson County, Texas

Dated: _____, 2021

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FOR ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS

I, the chief elected executive officer of Williamson County, Texas, elected at-large by the voters of Williamson County, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of one or more series of tax-exempt multifamily housing revenue bonds by the Capital Area Housing Finance Corporation (the *"Corporation"*) in an aggregate face amount of not more than $50,000,000 (Grand Avenue Flats) (the *"Bonds"*). The Bonds will be issued for the benefit of Grand Avenue Flats Ltd. or an affiliate thereof (the *"Borrower"*), in connection with the construction of an approximately 275-unit multifamily senior development to be located at approximately 15701 FM 1325 Road, Austin, Texas 78728 (the *"Development"*). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by Capital Area Multi-Housing, Inc., an affiliate of the Corporation.

A public hearing was held on behalf of Williamson County, Texas, by James E. Shaw, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of Williamson County, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by Williamson County, Texas, the County Judge of Williamson County, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of the Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in the City of Georgetown, Williamson County, Texas, on the date set forth below.

_____

Bill Gravell, Jr., County Judge
Williamson County, Texas

Dated: _____, 2021

CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the *"Hearing Officer"*), do hereby make and execute this certificate for the benefit of all persons interested in the proposed Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Grand Avenue Flats) to be issued in a principal amount not to exceed $50,000,000 (the *"Bonds"*) for the benefit of Grand Avenue Flats Ltd., or an affiliate thereof, in connection with the acquisition, construction and equipping of an approximately 275-unit multifamily development to be located at approximately 15701 FM 1325 Road, Austin, Texas 78728 (the *"Development"*).

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on April 29, 2021, at 3:00 p.m. Central time telephonically whereby all interested persons could monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#), in connection with the issuance of the Bonds.

2. That notice of the public hearing was published no less than 7 days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of the Williamson County, Texas, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, the location, a description of the Development and the maximum aggregate principal amount of the Bonds.

3. That all interested persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the Development. The names and comments of all interested persons appearing at the public hearing, if any, are set forth in *Exhibit A* attached hereto.

4. That after giving all interested persons an opportunity to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and comment, the public hearing was declared closed.

5. That copies of the Affidavits of Publication of Notices of Public Hearing are set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]

WITNESS MY HAND this 29th day of April, 2021.

James E. Shaw, Hearing Officer

EXHIBIT A

MINUTES OF PUBLIC HEARING

A public hearing was held by the Capital Area Housing Finance Corporation (the *"Issuer"*) telephonically whereby all interested persons could monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#), on April 29, 2021, beginning at 3:00 p.m. Central time.

The hearing was held with respect to the proposed issuance by the Issuer of not to exceed $50,000,000 of its Multifamily Housing Revenue Bonds (Grand Avenue Flats) (the *"Bonds"*) in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

The Notice of Public Hearing published in the *Austin American-Statesman* on April 20, 2021 indicated that the proceeds of the Bonds will be used to finance the acquisition, construction and equipping of Grand Avenue Flats (the *"Development"*), located within the geographic limits of Williamson County, Texas, by Grand Avenue Flats Ltd., or an affiliate thereof (the *"Borrower"*).

Present at the hearing on behalf of the Issuer were James E. Shaw, the hearing officer for the Issuer (the *"Hearing Officer"*), M. John Trofa, general counsel to the Issuer, Ryan J. Bowen and Evelyn Irwin of Chapman and Cutler LLP, bond counsel to the Issuer, and Jason Arechiga, Max Whipple and James Aspery of NRP Lone Star Development LLC, an affiliate of the Borrower.

The Hearing Officer called the meeting to order and asked if there were any interested persons present who wished to express their views with respect to the issuance of the Bonds, or the Development being financed.

No one expressed an interest to speak.

Whereupon the Hearing Officer closed the public hearing at 3:15 p.m.

EXHIBIT B

AFFIDAVITS OF PUBLICATION OF NOTICES OF PUBLIC HEARING

Austin American-Statesman
statesman.com

PROOF OF PUBLICATION

STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared James Mickler, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: MILLER ADVERTISING AGENCY, first date of publication 04/20/2021, last date of publication 04/20/2021, published 1 time(s), and that the attached is a true copy of said advertisement.

MILLER ADVERTISING AGENCY
10 ROCKEFELLER PLAZA, STE 1016
NEW YORK, NY 10020

Invoice/Order Number:	0000636507
Ad Cost:	$688.20
Paid:	$0.00
Balance Due:	$688.20

Signed _____
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 23rd day of April, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed _____
(Notary)

Please see Ad on following page(s).

JALEN CAIN ROCHA
Notary ID #132971284
My Commission Expires
March 12, 2025

MILLER ADVERTISING AGENCY
10 ROCKEFELLER PLAZA, STE 1016
NEW YORK, NY 10020

Invoice/Order Number:	0000636507
Ad Cost:	$688.20
Paid:	$0.00
Balance Due:	$688.20

CAPITAL AREA HOUSING FINANCE CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the *"Code"*) and Section 394.9025 of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, notice is hereby given that the Capital Area Housing Finance Corporation (the *"Corporation"*) will hold a public hearing telephonically at 3:00 p.m. Central time on Thursday, April 29, 2021. All persons interested may monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#) promptly at 3:00 p.m. local time on Thursday, April 29, 2021. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the *"Sponsoring Political Subdivisions"*).

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the *"Bonds"*) in an aggregate face amount of not more than $50,000,000. The Bonds will be issued for the benefit of Grand Avenue Flats Ltd., or an affiliate thereof (the *"Borrower"*), in connection with the acquisition, construction and equipping of a multifamily housing development to be located at approximately 15701 FM 1325 Road, Austin, Texas 78728 (generally north of StorageMart) and consisting of approximately 275 units (the *"Development"*). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by Capital Area Multi-Housing, Inc., an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 280, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9953.

DAILY LAW JOURNAL

legal notice

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF WILLIAM ROBERT HERRIN, DECEASED

Notice is hereby given that original Letters of Testamentary for the ESTATE OF WILLIAM ROBERT HERRIN, Deceased, were issued on the 13th day of April, 2021, in Cause No. C-1-PB-21-000277, pending in the Probate Court of Travis County, Texas, to Lynn A. Herrin.

Claims may be presented to the attorney for Lynn A. Herrin, the Independent Executor, and addressed as follows:

c/o James T. Cameron
Clark Hill Strasburger
720 Brazos Street, Suite 700
Austin, Texas 78701

All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.

DATED the 15th day of April, 2021.

Respectfully submitted,

James T. Cameron
Bar No. 03675350
CLARK HILL STRASBURGER
720 Brazos Street, Suite 700
Austin, Texas 78701
Telephone: (512) 499-3619
Facsimile: (512) 499-3660 Email: jcamer on@clarkhill.com

ATTORNEY FOR THE ESTATE
04-20/21
0000036834-01

Request for Qualifications
HACA-21-Q-0230
PATHWAYS AT ROSEWOOD COURTS EAST
RESIDENT RELOCATION SERVICES

The Housing Authority of the City of Austin (HACA) requests qualifications (RFQ) for professional services in connection with HACA's redevelopment of Pathways at Rosewood Courts East. Responses shall provide full range of professional services to include, but not be limited to demonstrated qualifications and experience with relocation services and the Uniform Relocation Act (URA). Expertise with industry standard, technology, techniques, and methodology are preferred. Samples of such practices are encouraged to be included in the response. Respondents should provide a history of completed or in progress projects and references. HACA reserves the right to qualify more than one firm for these projects. All work resulting from this RFQ shall be completed in full compliance with all applicable federal, state, and local requirements. Multiple contracts may be awarded. All proposals will be evaluated by HACA's defined scoring criteria.

Interested parties who wish to respond to this solicitation must register with the eProcurement Marketplace and submit the required documents electronically to https://ha.internationalprocurement.com/requests.html?company_id=16217 by 5:00 PM/CST April 30, 2021.

Proposal packets may be obtained on the eProcurement Marketplace (at no/ Agency is paying all costs for the use of this Marketplace, there will not be any additional charges to your firm to use this Marketplace to download the RFP documents or submit a response to our Agency). To take part in this process, please follow these instructions:
DIRECTIONS TO ACCESS THE EPROCUREMENT MARKETPLACE
1. Access ha.internationalprocurement.com (no "www").
2. Click on the "Login" button in the upper left side.
3. Follow the listed directions.
4. If you have any problems in accessing or registering on the Marketplace, please contact customer support at (866) 526-9266.

All responses must submitted via https://ha.internationalprocurement.com/requests.html?company_id=10217 HACA reserves the right to reject any or all responses and waive any informalities in the response process.

You can also dial 7-1-1 and it will automatically go to a different group such as TTY, Voice, VCO, HCO, etc. Relay Texas TTY no 1-800-735-2989 Customer Service no 1-800-676-3777 (VT)
4/13, 4/20/21
0000035614-01

notice to bid

NOTICE TO BIDDERS

Sealed bids for "Drainage Improvements" for Rancho Sienna 188 Storm Sewer Extension, Williamson County, Texas, Atwell, LLC. Job No. 19004002", addressed to the Owner, Williamson County Municipal Utility District No. 12, will be received at the office of Atwell, LLC, 805 Las Cimas Parkway, Building Las Cimas III, Suite 310, Austin, Texas, 78746, until 1:00 p.m., local time, Wednesday, May 5, 2021, and then publicly opened. Starting Tuesday, April 20, 2021, invitations to Bidders and other documents will be available on an FTP site provided by the Engineer, Atwell, LLC, 805 Las Cimas Parkway (Building Las Cimas III), Suite 310, Austin, Texas, 78746, or may be examined at the Engineer's office or the local AMTEK Plan Room. Please contact John Pickens, PE by phone (757) 685-7200 or by email: jpickens@atwell-group.com to check on availability of plans and specifications. A mandatory Pre-Bid Conference will be held at 1:00 p.m., local time, Wednesday, April 28, 2021 at the office of the Engineer. Attendance is mandatory, and no bid will be opened unless the bidder or its representative was present at the Pre-Bid conference.
4-20, 4-27/21
0000036827-01

public hearing

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners Court will hold a public hearing on May 4, 2021, to receive comments regarding a request to authorize the filing of an instrument to vacate a drainage easement located on Lot 4, George Family Partnership Subdivision, in Precinct Three. (Commissioner Howard)

The public hearing will be held at 11:00 a.m. in the Commissioners Courtroom in Travis County located at 700 Lavaca (first floor), Austin, TX.

Free language assistance can be provided upon request.
Ayuda gratuita en su idioma se puede proporcionar por petición.
4/20-22/21
0000036689-01

CAPITAL AREA HOUSING FINANCE CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Section 394.9025 of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, notice is hereby given that the Capital Area Housing Finance Corporation (the "Corporation") will hold a public hearing beginning at 3:00 p.m. Central time on Thursday, April 29, 2021. All persons interested may monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#) promptly at 3:00 p.m. local time on Thursday, April 29, 2021. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the "*Sponsoring Political Subdivisions*").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the "*Bonds*") in an aggregate face amount of not more than $50,000,000. The Bonds will be issued for the benefit of Grand Avenue Flats Ltd., or an affiliate thereof (the "*Borrower*"), in connection with the acquisition, construction and equipping of a multifamily housing development to be located at approximately 15701 FM 1325 Road, Austin, Texas 78728 (generally north of Storage Mart) and consisting of approximately 275 units (the "*Development*"). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by Capital Area Multi-Housing, Inc., an affiliate of the Corporation.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of any of the Sponsoring Political Subdivisions or any other city, county or other municipal or political corporation or subdivision of the State of Texas or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing (telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 250, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9053.

texas alcoholic beverage commission

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit by GKSD Cedar Park, LLC dba Jack Allen's Kitchen, to be located at 1345 E Whitestone Blvd, Cedar Park, Williamson County, Texas. Managers of said limited liability company are Tom Kamm, Manager and Jack Gilmore, Manager.

4/20, 4/21/21
0000036546-01

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Permit with Late Hours by Ketterman Ranch Hospitality LP dba Ketterman Ranch to be located at 6244 County Road 340, Burnet, Burnet County, Texas. Ketterman Ranch Hospitality Management LLC, General Partner. Matthew Ketterman, Manager of GP.

4/19-20/21
0000036491-01

Application has been made with the Texas Alcoholic Beverage Commission for an On-Premise Wine and Beer Retailer's Permit and a Mixed Beverage Permit by DBG Austin Domain LLC dba Element Austin Northwest to be located at 10728 Burnet Rd, Austin TX, 78758 in Travis County. Officers of said corporation Suraj Demla (Member), Sunil Demla (Member), Kundan Demla (Member), Aruna Demla (Member), Manish Demla (Member).

4/20, 4/21/21
0000036494-01

We have all kinds of services in our Classified section.
Home improvement.
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Austin American-Statesman

April is FREE WINDOWS MONTH at Renewal by Andersen.[1]

Why is April one of the best times to replace your windows?
Because if you call us now, you can get your more energy-efficient windows installed and **enjoy a more comfortable home right away.**

Our exclusive High-Performance™ Low-E4® SmartSun™ glass is **up to 70% more energy efficient.[1] It's engineered to make your home more comfortable in the colder and warmer months.**

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1. *Fibrex® Material*
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3. *Accountability*
There's no frustrating "middle man" to deal with. **We manage the entire process–from building to installation to the warranty on windows and doors.**

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NO MONEY DOWN
NO PAYMENTS
NO INTEREST FOR 1 YEAR[1]
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Commissioners Court - Regular Session **11.**

Meeting Date: 06/15/2021

Additional Donation from Vested Interest in K9's

Submitted For: Mike Gleason **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting an additional donation to Williamson County Sheriff's Office from Vested Interest in K9 to purchase K9 medical supplies.

Background

The medical supplies are being donated as a thank you for participation in the Vested Interest in K9s, Inc. 2021 Calendar event fundraiser. The supplies are for wound treatment and stabilization in the field and heat related injury. The estimated value of the medical supplies is $829.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:31 AM
Form Started By: Peggy Braun		Started On: 06/10/2021 08:16 AM
Final Approval Date: 06/10/2021		

Commissioners Court - Regular Session **12.**

Meeting Date: 06/15/2021

Omnigo Rhodium Software

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Omnigo and Williamson County for Rhodium incident management software in the amount of $6,000 pursuant to North Texas Share Cooperative contract #NCT-2017-36, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Omnigo is the provider of the Rhodium incident management software. IT has approved this purchase. Agreement is attached. This expenditure will be charged to 01.0100.0560.003011. Department contact is James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/10/2021 08:43 AM
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:01 AM
Form Started By: Erica Smith		Started On: 06/09/2021 11:24 AM
Final Approval Date: 06/10/2021		

[redacted]

omnigo SOFTWARE
Ensuring safer tomorrows

Prepared By:	Ted Smith
Preparer Email:	ted.smith@omnigo.com
Quote Number:	[redacted]
Created Date:	5/25/2021 10:33 AM
Offer Valid Through:	6/30/2021
Subscription Term (Months):	12
Subscription Start Date:	

Omnigo Software, LLC
10430 Baur Blvd.
Saint Louis, MO 63132 US
www.Omnigo.com
Phone: (800) 814-4843

Bill To
Williamson County Sheriff's Office
James Carmona
james.carmona@wilco.org
508 South Rock Street
Georgetown, TX 78626
United States

Ship To
Williamson County Sheriff's Office
508 South Rock Street
Georgetown, TX 78626
United States

PRODUCT	DESCRIPTION	QTY	TOTAL LIST PRICE*	TOTAL SALE PRICE*
Rhodium 5-24 Standard Users	Annual subscription per user includes hosting, routine updates, eICS forms, and standard support. NCTCOG Agreement # NCT-2017-36, as amended, including pricing and mandatory terms are incorporated herein as if copied in full.	10.0	$6,000.00	$6,000.00
			$6,000.00	$6,000.00

**Total price and grand total shown is first year of subscription, plus any one-time services, prorated for any applicable add-on sales.*

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

OMNIGO SOFTWARE, LLC:

DocuSigned by:
Colleen Mocko
[redacted]

By: _____

Printed Name: Colleen Mocko

Representative Capacity: CFO

Date: June 8, 2021

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term. This Sales Order Form is governed by the terms of the Omnigo Master Subscription

Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or such other definitive agreement entered into by and between Omnigo and a customer governing such Sales Order.

Commissioners Court - Regular Session **13.**

Meeting Date: 06/15/2021

Williamson County TMC Shooting Range Agreement

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement between Williamson County and TMC Shooting Range Specialists, Inc. for range lead remediation services in the amount of $19,900.00 and authorizing execution of the agreement.

Background

This agreement will support the operations of the Williamson County Sheriff's Office Shooting Range. The Sheriff's Office obtained 3 quotes for the service. TMC Shooting Range Specialists will provide lead remediation services of spent ammunition from three (3) outdoor shooting ranges and will clean all surrounding areas of all thrash and debris after the end of each day of work performed at the outdoor range. TMC personnel will be in compliance with EPA, DPHS, OSHA, Title 8 1532.1/Title 8 5198 regulations. The attached agreement provides a more detailed explanation of the remediation service. This is a budgeted expense as it is part of regular range maintenance. This line item expenditure will be charged to 01.0100.0560.004511. The department contact will be Commander James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sheriff's Office Shooting Range Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2021 04:19 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:25 PM
Form Started By: Mary Watson		Started On: 06/01/2021 02:07 PM
Final Approval Date: 06/09/2021		

AGREEMENT/PROPOSAL

This Agreement/Proposal is made and entered into this 17th, of May 2021 by TMC Shooting Range Specialists Inc. 27008 Cerro Verde ave Valencia, Ca 91355 ("TMC"), and Williamson County Sheriff's Department, collectively the "Parties," For the remediation of spent ammunition from Three rubber media containment areas from outdoor shooting ranges, located at 3901 CR130, Hutto, TX.

The Parties agree as follows:

1. Firing range(s) will need to be shut down for a minimum of (3) Three day for the completion of the below described work, at no time will any employee, agent, officer, or County official will be permitted to enter work site or be present unless cleared by a designated official employed by TMC Shooting Range Specialist.

2. TMC employees will be "Lead Awareness" trained and equipped with all necessary personal protective equipment (i.e. P-100 HEPA filtered respirators half face/full face, "Tyvek" coveralls or similar, back support braces, gloves, eye protection, etc.)

3. The Williamson County Sheriff's Department will provide access for all equipment a designated area for repairs an 110v power source, water access and an area to store all barrels/containers that will be full with lead removed from backstop until completion of job.

4. TMC will remediate spent ammunition (lead projectiles) from (3) Three outdoor shooting ranges, and will clean all surrounding areas of all trash and debris after the end of each day of work preformed at the Williamson County Sheriff's Department outdoor Ranges. TMC personnel will be in compliance and in accordance with EPA, DPHS, OSHA, Title 8 1532.1/Title 8 5198 regulations; lead will be remediated from bullet containment area using our (TTU) equipment. Transportable Treatment Unit. Approved by (DTSAC) Department of Toxic Substance and Control, for indoor and outdoor shooting ranges. This equipment separates the lead bullets from rubber media. After the rubber media has

been cleaned from lead projectiles (spent ammunition) all cleaned rubber media will be placed back on containment area (bullet Trap), it will be raked and leveled to range specifications and if applicable we will fill the hopper baffles as needed, if the level of rubber media is low and needs more rubber media TMC can provide new rubber media at an additional cost. TMC can provide recycling service for all spent brass casings and receive monetary compensation for total weight at market price.

5. TMC will clean all hard surfaces, upon completion of workday, as well as work area, as needed using proper equipment (i.e. - HEPA Vacuum, mops, water and cleansing agents.)

6. All spent ammunition recovered from bullet containment area will be placed in containers provided by TMC and shipped from your facility by trucking company or a truck from TMC and at the completion of the project total weight of all material removed a "Bill of lading" will be available to your department for your records also all containers with spent bullets lead projectiles will be removed from you facility at the completion of the project. All spent ammunition will be retained by TMC Shooting Range Specialist Inc,

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

8. 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 31 1st 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; (3) the date the Williamson County Auditor receives an invoice for the goods or services. 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 dose fall on a Saturday or Sunday.

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

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

11. Right to Audit: TMC agree that licensee or its duty 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 TMC which are directly pertinent to the services to be preformed under this Agreement

for the purposes of making audits, examination, excerpt, and transcription. TMC agrees that licensee shall have access during normal working hours to all necessary TMC 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 TMC reasonable advance notice of intended audits. Licensee shall comply with all TMC security protocols while in TMC facilities.

12. Upon completion of all work in said contract / work TMC will decontaminate all tools And equipment used on job site (location) to prevent any possible "cross contamination."

13. Contacts for this project: TMC Jose C Torres Sr. (661) 510-3360 Jose C Torres Jr. (661) 510-5894 Cell numbers (661) 257-0179 Fax e-mail tmcranges@yahoo.com Web-site www.tmcranges.net

14. The cost to complete the above described Proposal / Agreement is $19,900.00 Nineteen Thousand Nine Hundred dollars and no /100 all lead projectiles and spent ammunition Will be retained by TMC, "all unpaid monies for services rendered shall be paid pursuant to the Texas Prompt payment Act as set forth above in paragraph 8."

This Proposal / Agreement is valid for 45 days.

Additional conditions: All work is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices and in accordance with all applicable federal, state and local laws, regulations and ordinances. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders by a Williamson County Sheriff's Department authorized agent and will become an extra charge over and above the above scope of work subject to budgeted and appropriated funds. Any substantial defect in workmanship will be remedied without cost to The Williamson County Sheriff's Department. TMC will not be held liable for pre-existing conditions at the Williamson County Sheriff's Department facility, including but not limited to existing contamination on surrounding areas, migration of contaminated dust from windy conditions during normal use, bounce backs, flood, wind, negligent use of bullet containment area, or lack of routine maintenance. TMC shall be responsible for such material, workmanship and equipment only as are under TMC's direct control.

15. Any party hereto may cancel this contract upon deliverance of at least thirty (30) days in advance written notice. In addition, at least fifteen (15) days in advance of any notice by The Williamson County Sheriffs Department of its intent to cancel, the contractor must be given a written list of any and all specific job deficiencies which contractor must be allowed to correct within a reasonable specified time before cancellation of this contract. In the event of a properly executed contract cancellation as above prescribed.
This Agreement shall be effective on the date written below, "all unpaid monies for services rendered shall be paid pursuant to the Texas prompt Payment Act as set forth above in paragraph 8"

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

By: _____
Jose C. Torres, Owner/President
JTMC Shooting Range Specialists Inc.

Date: 6-1-21

By: _____
The Williamson County Sheriff's Department
Designated Officials Signature

Date: _____

Commissioners Court - Regular Session **14.**

Meeting Date: 06/15/2021

RANT Risk and Need Triage

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Public Health Management Corporation and Williamson County for Risk and Needs Triage software in the amount of $1,100 and authorizing the execution of the agreement.

Background

RANT software is Risk and Needs Triage (RANT) to be used by the Veterans Treatment Court. It is a highly secure, web-based tool designed to help judges and other criminal justice professionals place adult drug offenders into the appropriate care-setter. By matching offenders to appropriate service, RANT helps optimally target resources for improved public safety and public health outcomes. The VTC staff will be able to administer the risk/needs assessment in approximately 15 minutes. RANT was derived from empirical evidence showing that outcomes in community correctional settings are influenced by how well drug offenders are matched to services, suited to both their criminogenic risks and clinical needs. The RANT program is validated by several organizations, and its findings have been published in a peer reviewed journal. Agreement is attached. Commencing date should be the date of court approval. This expenditure will be charged to the Williamson County Veterans Treatment Court Grant-Office of the Governor. Department contact for this item is Kathy Pierce.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/10/2021 08:41 AM
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:02 AM
Form Started By: Erica Smith		Started On: 06/09/2021 11:33 AM
Final Approval Date: 06/10/2021		

[redacted]

HOSTED SOFTWARE SERVICE AGREEMENT

This Software Service Agreement (the "Agreement") is made as of the date of execution (the "Effective Date") by and between Public Health Management Corporation, with offices at 1500 Market Street, LM 500, Philadelphia, PA 19102 ("PHMC") and Williamson County Veterans Court, with offices located at 405 Martin Luther King, Georgetown, TX 78626, its agents, employees and contractors, collectively ("Licensee"), each a "Party" and collectively the "Parties". The Agreement sets forth the terms under which PHMC will provide Licensee with access to and use of certain Software offering(s) identified in *Exhibit A ("Software Terms-of-Use"),* (each a "Software Service" and collectively, the "Software Service").

This Agreement, together with all Exhibits attached hereto, forms a binding contract between Licensee and PHMC. In addition, Licensee agrees that unless explicitly stated otherwise, any updates or Enhancements to the Software Service(s) that are made available to Licensee, and/or any new Software Service(s) subsequently purchased by Licensee under an Amendment will be subject to this Agreement.

In consideration of the mutual obligations contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

a. ***"Affiliate"*** as used herein shall mean any organization in which Licensee owns a controlling or majority interest, whether by direct ownership or by agreement, during any License year or acquires a controlling interest or majority interest, whether by direct ownership or by agreement, in such affiliate during a License year for as long as Licensee holds such controlling interest or majority ownership.

b. ***"Agreement"*** as used herein shall mean these terms and conditions, together with any and all Amendments referencing these terms and conditions, the exhibits and schedules attached hereto and any other amendments, statements of work, attachments or appendices thereto, whether attached or incorporated by reference.

c. ***"Bug"*** or ***"Error"*** as used herein shall mean an instance when the Software does not perform in accordance with the current Documentation.

d. ***"Documentation"*** as used herein shall mean such manuals and other standard end-user Documentation that PHMC ordinarily makes available with the Software, including amendments and revisions thereto.

e. ***"Enhancements"*** as used herein shall mean any modifications or improvements with respect to the functionality or performance of the Software, which is requested through an executed development amendment.

f. ***"Permitted Users"*** as used herein shall mean the maximum number of individual users permitted to use the Software, whether at the Server location or by remote access. *Under no circumstances may the Software be operated at the same time on more than the number of computers for which a separate License fee has been paid to PHMC.*

g. ***"Professional Services"*** as used herein shall mean any additional services NOT in relation to functionality or performance of the Software. Additional services are to be fully described in a negotiated and executed development amendment. Professional Services are more specifically detailed in Section 4 "Professional Services"

h. ***"Server"*** as used herein shall mean the Server at PHMC, a single website hosted by PHMC, or a hosting company approved by PHMC.

i. ***"Software"*** or ***"Software Services"*** as used herein shall mean one of PHMC's Software Suites, as modified for Licensee by PHMC, as described in ***Exhibit A ("Software Terms-of-Use")*** hereto, and includes program object code as well as systems and operations Documentation in their standard Versions and as customized for Licensee by PHMC.

j. ***"Software License"*** or ***"License"*** as used herein shall mean the License to use the Software granted to Licensee pursuant to the Agreement.

k. ***"Version"*** as used herein shall mean a Version of the Software which contains Enhancements, which PHMC may provide for the Software pursuant to an approved and funded statement of work.

2. LICENSE

a. Software License. Subject to the terms and conditions set forth herein, PHMC hereby grants to Licensee and its Affiliates, a limited, non-exclusive, non-transferable, worldwide renewable annual License to use the Software identified on ***Exhibit A*** during the Term of the Agreement as set forth in Section 8 "License Term" and pursuant to the terms and conditions of this Agreement subject to timely payment of the Software License and Maintenance and Support Fees.

i. Licensee agrees that the Software will only be used, on computers located at the Server location(s) set forth in ***Exhibit A***. Subject to the terms of this Agreement, Licensee shall have the right to use the Software in the version set forth on Schedule A for Licensee's internal business purposes, provided, however, that Licensee's use does not at any time exceed the number of Permitted Users as set forth on ***Exhibit A***. Licensee agrees to prevent any persons other than approved employees of Licensee from using or having access to any part of the Software.

ii. No part of the Software Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Licensee agrees not to access the Software Service by any means other than through the interfaces that are provided by PHMC. Licensee shall not do any "mirroring" or "framing" of any part of the Software Service, or create Internet links to the Software Service which include log-in information, user names, passwords, and/or secure cookies. Licensee shall be responsible for its Users' use of the Software Service, including Licensee's contractors and agents, and Licensee's Affiliates, regarding compliance with this Agreement.

iii. Licensee is responsible for all activities conducted by its Users and for its Users' compliance with this Agreement, including the content of all Licensee Data. Licensee and its Users will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Software Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will not

1. Introduce into or transmit through the Software Service any virus, worm, trap door, back door, and other harmful or malicious code, files, scripts, agents, or programs;

2. Transmit or store infringing material in the Software Service;

3. Send any Electronic Communication from the Software Service that is unlawful, harassing, libelous, defamatory or threatening.

iv. Any changes, additions, and enhancements in the form of new or partial programs or documentation as may be provided by PHMC under the maintenance and support services shall remain the proprietary property of PHMC.

3. DATA

a. Security. PHMC shall maintain commercially reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of Licensee Data.

i. No Virus Warranty. PHMC warrants that the Software will be free of viruses, Trojan horses, worms, spyware, or other such malicious code ("Malicious Code")

ii. Any Malicious Code contained in Licensee-uploaded attachments or otherwise originating from Licensee or its Users is not covered by any PHMC warranty. Any services required from PHMC to remediate issues caused by Licensee data will be billed at current PHMC rates documented in ***Schedule A- "Licensing and Maintenance Fees"***.

b. Software Ownership. Licensee acknowledges and agrees that, as between Licensee and PHMC, all rights, titles and interests in the Software and any part or derivation thereof, including, without limitation, all rights to patent, copyright, trademark, trade name and trade secrets and all other intellectual property rights therein and thereto, and all copies thereof, in whatever form, including any written Documentation and all other material describing such Software, shall at all times remain solely with PHMC.

c. Data Ownership. All data entered and stored in the Software database by Licensee is the property of Licensee. Licensee understands and grants PHMC access to data collected by Licensee for the purpose of making any necessary system modifications, to provide technical support, generate descriptive reports, and to manage and maintain a repository of data that can be used to evaluate programs and policies. PHMC agrees to take all reasonable efforts to safeguard the data and protect the identity of persons entered into the database. PHMC agrees to comply with all state and federal statutes and regulations and contractual conditions with regard to the protection of client confidentiality.

d. Documentation. All executable programs, and all programming Documentation relating thereto, including specifications developed by PHMC under any SOW, shall be the property of PHMC provided, however, PHMC grants Licensee the limited right to use such programs and Documentation in accordance with this Agreement. PHMC may use without restriction any and all ideas, concepts, methods, know-how, or techniques related to the programming and processing of data discovered or developed by PHMC during the performance of Professional Services under any SOW.

e. All Rights Reserved. All rights not expressly granted to Licensee are hereby reserved to PHMC. Licensee agrees and acknowledges that the Software is valuable, confidential and intellectual property belonging solely to PHMC, and that Licensee has not purchased or been sold or granted any interest in the Software except as expressly provided herein.

f. Intellectual Property. Neither Party is granted any right or interest to the logos, copyrights, trademarks, marks, trade names or trade secrets (the "Intellectual Property") of the other Party. Neither Party may use the other Party's Intellectual Property without the express written consent of such Party.

4. PROFESSIONAL SERVICES

a. Professional Services Provided by PHMC. Professional Services included in the License Fee for the Software are outlined in Schedule B.

b. Professional Services Requested by Licensee. Licensee may from time to time request, in writing and in sufficient detail, additional Professional Services to be performed by PHMC. Professional Services that are not included in the License Fee for the Software may be provided by PHMC at the then-current rates. Professional Services may include installation and demonstration of additional software, implementation services, education and training and customization services, all as more fully described in a negotiated and executed development amendment including a Statement of Work (***Exhibit B: Service Enhancement - Statement of Work***).

i. PHMC will prepare a Statement of Work, containing, among other provisions, a description of the Professional Services to be performed and an estimate of the personnel services effort, processing charges, and other related costs. A Statement of Work shall become binding upon execution of the Statement of Work by Licensee and PHMC. All such Professional Services shall be subject to the terms and conditions of this Agreement.

c. Prepaid services must be utilized within one (1) year from the date of prepayment.

d. Unless otherwise set forth on a particular Statement of Work with respect to Professional Services performed on a fixed fee basis, all services performed hereunder will be billed on a time and materials basis, plus reasonable out of pocket expenses incurred by PHMC to be reimbursed to PHMC as provided under Section 7 hereof.

5. DELIVERY AND ACCEPTANCE

a. Delivery of Software Services.

i. Delivery (Standard). PHMC agrees to deliver to Licensee a complete copy of the applicable Software within the estimated delivery window in ***Schedule A***.

ii. Deployment (Enhancement). PHMC agrees to give access to Licensee a "beta copy" of the Software within the estimated delivery window in the Statement of Work and a complete beta copy of the Software within the estimated delivery window in the Statement of Work attached hereto as ***Exhibit B***.

1. The Deployment phase includes the steps necessary to implement the PHMC Enhancements with the features/functionality described in Exhibit B. The customer will transition to PHMC's Customer Support at go live at which time Support will be the primary contact for the Licensee.

2. For a period of two weeks after going live, the PHMC Implementation Team will still be available to provide support to answer any questions, address issues, and make sure the Customer is successful using the PHMC Software Service.

b. Acceptance of Software Services.

i. Acceptance (Standard). Software delivered to Licensee will be tested within two (2) weeks of delivery. Upon delivery of the Software to Licensee, Licensee will perform acceptance testing of the Software to confirm that programs are error-free and conform to ***Exhibit B***.

ii. Acceptance (Enhancement). Software delivered to Licensee will be tested against the ***SOW*** within two (2) weeks of delivery. Upon access of the Software to Licensee, Licensee will perform acceptance testing of the Software to confirm that programs are error-free and conform to the SOW.

1. If errors or specification-conflicts are found, Licensee will notify PHMC's Client Services Representative ("CSR"), listed in Section 19 of this Agreement by e-mail and telephone, and provide written description and Documentation, in sufficient detail, in each instance to PHMC to enable PHMC to recreate and address such error or specification conflict.

2. Licensee will create and maintain an "Acceptance Testing" spreadsheet of all issues and their status, which it will share regularly with PHMC.

3. Upon receipt of description and Documentation, PHMC will evaluate the circumstances of the error or specification conflict, and estimate the time to complete correction. The error or conflict will be addressed by PHMC and a new Version of the software within two (2) weeks of notification of error unless PHMC notifies Licensee, in writing, that additional time will be required to address the error or conflict.

4. Implementation and training services ordered by PHMC as set forth in the applicable ***Exhibit A*** shall be performed in accordance with PHMC's customary practices for the level of services purchased. PHMC does not provide dedicated project management for Licensee during implementation unless separately purchased. Implementation is performed remotely unless otherwise specified. PHMC is not responsible, and will not be liable, for Licensee's configuration decisions or the Software Service's ability to allow licensee to comply with all laws and regulations in Licensee's unique circumstances, nor for any delays in implementation caused by Licensee, including but not limited to, Licensee delays in providing clean and validated data, if needed, or Licensee delays in making necessary business decisions with respect to the configuration of the Software Service.

6. MAINTENANCE AND SUPPORT SERVICES

a. Licensee's Role:

i. Except for the initial delivery and acceptance, for which PHMC agrees to assist Licensee, Licensee will be responsible for accessing the Software on its PCs and networks;

ii. Licensee will provide the first line of user support (Licensee's helpdesk and training staff); identifying Licensee contacts to evaluate questions and problems, before engaging PHMC's support services;

iii. The only data Licensee will be able to access is data that is entered into the Software. The Software does not provide backward compatibility to data entered into previous Version(s) of the Software;

iv. Licensee agrees to promptly inform PHMC in writing of any programming error in the Software that requires correction, together with such supporting file/record dumps and output reports/copies of screen displays as may be necessary or reasonably requested by PHMC to examine and trace the programming error.

v. Licensee agrees to identify a primary contact representing their organization. This individual, or their supervisor, or explicitly designated technical staff for a given SOW, is the person who will contact PHMC's CSR. All communication will occur between PHMC's CSR and this individual. This individual should be intimately familiar with the Software, as well as the original specifications. Licensee will identify a secondary, backup contact in case the primary contact is unavailable.

vi. Licensee agrees to contact PHMC's CSR via e-mail to initiate support and maintenance activities describing the identified problem in extensive detail as outlined in *Section 6.b.ii.* PHMC staff will then respond to Licensee's identified representative via telephone or e-mail following the escalation procedures detailed within ***Exhibit A.***

vii. Accompanying receipt of an e-mail for service work from Licensee's identified representative to PHMC's CSR signed by an authorized representative of Licensee, PHMC will review the SOW containing a description of the Professional Services to be performed. A SOW shall become binding upon execution of the SOW by authorized representatives of Licensee and PHMC, and will be forwarded to the Licensee identified representative via e-mail and incorporated herein by reference.

viii. On request, Licensee agrees to promptly provide PHMC with sufficient support and test time on Licensee's computer system to duplicate the error, confirm that the error is with the Software, and to confirm that the error has been fixed.

ix. Licensee shall bear the cost of error identification and correction, if any, at the then-current rates, plus any out-of-pocket expenses, if after investigation by PHMC, PHMC determines that such error occurred as a result of one of the reasons listed above.

b. PHMC's Role: Maintenance and Support. During the term of this Agreement and provided Licensee's Maintenance and Support Fee (If Applicable) has been timely paid, PHMC shall:

i. Supply Licensee with any improvements or modifications to the Software that PHMC does not charge for as options or as separate products.

ii. Provide off-site communications such as telephone, facsimile and e-mail support between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday (excluding PHMC holidays), Eastern Time, to the extent technically feasible to cause the Software to perform substantially in accordance with the documentation provided to Licensee therewith. Any required correction, replacement or services will be promptly accomplished after Licensee has identified and notified of any such error in accordance with the procedures, which are attached hereto within Exhibit A. For purposes of providing the maintenance and support services, PHMC agrees to implement the Procedures attached hereto within Exhibit A and incorporated herein by reference. If Licensee specifically requests PHMC to visit Licensee's site in connection with the correction of one or more errors not covered by PHMC's maintenance and support services, Licensee shall reimburse PHMC for all out of pocket expenses incurred in connection therewith as described in ***Schedule A***.

iii. The Software is certified by PHMC to run with current Versions of Microsoft Internet Explorer Version 6.0 or greater.

iv. In the event, changes occur to Microsoft Internet Explorer version 6.0 or greater subsequent to Acceptance, other than as a result of a Bug or Error in the Software, PHMC will use best efforts to fix the Software so that it becomes fully compatible with the then-current Versions of Microsoft Internet Explorer at PHMC's then current hourly rates. Updates do not include platform extensions to different hardware platforms or different operating system platforms.

v. Maintenance and Support Services will be provided for the then-current release of the Software as specified by PHMC.

c. PHMC's Role: Professional Services.

i. One complete set of end-user Documentation, available for download within the software. Additional end-user Documentation may be requested from PHMC Client Service Representative.

ii. One Remote Training Session, pursuant to ***Exhibit A*** at a time that is mutually agreeable to both Parties. Additional Training Sessions at PHMC's then-current rates may be scheduled when requested in writing by Licensee and subject to PHMC's availability of training resources.

iii. Upon acceptance of an ***Exhibit B "Service Enhancement - Statement of Work"***, PHMC and Licensee recognize that PHMC agrees to use reasonable efforts and timeframe to develop and implement solutions to stated Professional Services, should the need arise.

d. PHMC's Role: Functionality Enhancements to Software.

i. Upon acceptance of an ***Exhibit B "Service Enhancement Statement of Work"***, Licensee recognizes that its Version of the Software is not the "standard" Version of the Software offered for use on a subscription basis. Software changes made in the delivered product at Licensee's request will disqualify it from any updates PHMC may make available to users of its standard Software.

1. Where Enhancements, Versions or revisions affect program modules shared in common with other users of the Software, Licensee may request in writing to receive the updates at the cost necessary to make the Enhancements, Versions or revisions compatible with the Software.

7. PAYMENTS

a. Licensing Fees. Upon execution of this Agreement, Licensee shall pay PHMC the License fee for the Software identified on ***Exhibit A*** and outlined in ***Schedule A*** (the "License Fee"). If Licensee and PHMC amend this agreement to include additional Software, Licensee shall pay PHMC such additional License fees as may be agreed to by the Parties at such time.

i. The License Fee, pursuant to the services outlined in ***Schedule A***, is $1,100, assuming up to five users per court, per year, paid up front. This fixed fee does not provide for any additional services unless specifically outlined in ***Exhibit A*** or ***Exhibit B***.

ii. Maintenance and Support Fees. Upon execution of this Agreement, Licensee shall pay, in advance, the Maintenance and Support Fee for the Software identified on ***Exhibit A***. Additionally, Licensee agrees to pay PHMC, at the rates specified in ***Schedule A*** for time spent and expenses incurred if analysis and maintenance of a problem indicates it was not the result of a nonconformance in the Software with the Documentation provided to Licensee therewith or if:

1. The Software has been modified, changed or altered by anyone other than PHMC unless authorized by PHMC in writing;
2. The computer hardware used in the operation of the Software is not in good operating order or is not installed in a suitable operating environment;
3. The failure to perform substantially in accordance with the standard Documentation is caused by Licensee or its agents, servants, employees or contractors (including, without limitation, by Licensee's failure to follow all instructions contained in such standard Documentation); or
4. Licensee fails to notify PHMC promptly, in writing, of such failure after it is discovered. These charges will be invoiced at PHMC's then-current rates plus reasonable out of pocket expenses. PHMC shall have no duty to provide error identification or correction if all sums then due to PHMC under this Agreement have not been paid or Licensee is otherwise in material breach of its obligations under this Agreement.

iii. Expenses. Licensee agrees to reimburse PHMC for any reasonable or requested out-of-pocket expenses incurred by PHMC in connection with the performance of any services under this Agreement or any SOW, including without limitation, travel to and from Licensee's site, lodging, meals, telephone, shipping and any other expenses incurred at the specific request of Licensee or with Licensee's Agreement.

iv. Form and Time of Payment. All payments due from Licensee to PHMC shall be payable in United States currency. Unless otherwise specified in this Agreement all amounts shall be paid by Licensee to PHMC within thirty (30) days of receipt of an invoice from PHMC. Any sums not paid when due may accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Licensee will also be responsible for all costs of collection including reasonable attorneys' fees and expenses. Payments will be applied first to accrued and unpaid interest and second any remaining amounts will be applied to the outstanding fees, expenses and the costs.

8. LICENSE TERM

a. The initial Term of this Agreement shall be for a period of one (1) year commencing ~~on 6/01/2021 and continue until 5/31/2022~~, at which point the Agreement will automatically renew for subsequent terms of one (1) year (each such extension or renewal, a "Renewal Term").

b. Non-Appropriation: Notwithstanding any other provision of this Agreement, it is understood and agreed to by the Parties hereto that Licensee shall be bound and obligated hereunder only to the extent that the funds have been appropriated and budgeted for the purpose of this Agreement. In the event funds are not appropriated and budgeted by or to Client in any fiscal year for payment due under this Agreement, Licensee may notify PHMC thirty (30) days prior to end of fiscal year or end of the then current subscription or license of such occurrence of non-appropriation and this Agreement may terminate without penalty or expense to Licensee.

c. PHMC may modify the prices or fees for Services for each Renewal Term upon thirty (30) days' notice to Licensee; *provided*, *however*, if Licensee does not agree to accept the new pricing, Licensee may terminate the affected Agreement without penalty within thirty (30) days of the date

of such notice. Any continued use of the Software thirty (30) days after notice date shall be deemed acceptance of the new pricing.

d. Missed cancellation period: PHMC accepts no responsibility for late cancellations or cancellation requests not received due to printer or fax failure, download failure due to (and not limited to) disconnection from the Internet, power failure, heavy Internet traffic, instructions not received due to an incorrect customer information, illness, a cancellation request sent to a wrong email address or a company other than PHMC, computer failure, or hardware error. It is your responsibility to ensure that cancellation requests are received by PHMC within ninety (90) days of the Start Date, or at any other time.

9. TERMINATION

a. Licensee shall have the right to terminate this Agreement in its entirety if:

   i. Subject to a formal submission by the Licensee, **within ninety (90) days of the Start Date**, Licensee may receive a prorated refund based on the date of cancellation of any subscription fees already paid by Licensee, less a cancellation-processing fee of one-hundred dollars (U.S. $100). Any Notice of Termination received after ninety (90) days shall NOT be eligible for refund.

   ii. During any Renewal Period, upon receipt of Renewal Term Pricing, Licensee may terminate the affected Agreement without penalty within thirty (30) days of the date of such notice if Licensee does not agree to accept the new pricing.

b. PHMC shall have the right to terminate this Agreement in its entirety if:

   i. Licensee fails to pay any License fees or any other fees or sums that it is required to pay under this Agreement or any SOW or Statement of Work (a “Payment Default”) and such failure is not corrected within fifteen (15) business days after PHMC gives written notice of such nonpayment to Licensee; or

   ii. Other than a Payment Default, Either party may immediately terminate this Agreement and any applicable Amendments issued hereunder in the event the other party commits a material breach of any provision of this Agreement that is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed material breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and shall be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this Agreement (or such other address that may be provided pursuant to this Agreement) ("Notice"). Upon termination or expiration of this Agreement for any reason, Licensee shall have no rights to continue use of the Software. If this Agreement is terminated for any reason other than a termination as a result of PHMC's material breach of the Agreement, then PHMC shall be entitled to all of the Fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of PHMC's material breach of this Agreement, then Licensee shall be entitled to a refund of the pro rata portion of any prepaid subscription fees paid by Licensee to PHMC under this Agreement for the remaining terminated portion of the Term.

c. If the Software or related documentation is held by a court of competent jurisdiction or alleged to constitute such an infringement or violation of any third party's proprietary rights and Licensee's use thereof is or may reasonably be expected to be enjoined, PHMC shall, at its option, either secure for Licensee the right to continue to use such Software or documentation, or replace and modify such Software or documentation to make it non-infringing. If either option is not commercially reasonable, PHMC reserves the right to terminate the License and refund a pro rata share of the License Fee and maintenance and support fees.

d. In no event shall any termination of this Agreement excuse either Party from any breach or violation of this Agreement and full legal and equitable remedies shall remain available therefor, nor shall it excuse Licensee from making any payment due under this Agreement with respect to any period

prior to the date of termination.

e. Subscription Termination: A subscription to any Service(s) may be terminated at any time, and without cause (as outlined above), upon notification by electronic or conventional mail, or by fax, if available.

   i. By sending an email to PHMC at courttools@phmc.org

      1. Subject line "subscription cancellation request"

      2. Body of the email: the reason for cancellation.

   ii. Upon delivery of a cancellation request email, you will receive a confirmation email from PHMC with a tracking number confirming that your message has been received. You should retain this confirmation for your records as this is confirmation of your cancellation request. If you do not receive a confirmation email for your request within twenty-four (24) hours, PHMC recommends that you submit your request again via an alternate method such as postal mail, or fax. Once your cancellation is processed by PHMC, you will receive, via email, a subscription cancellation confirmation. Should you not follow the correct cancellation instructions the account will remain active and you will be responsible for all charges incurred up to the time the subscription is deactivated.

10. LIMITED WARRANTY

a. PHMC warrants that the Software will function in accordance with the documentation provided to Licensee therewith. PHMC further warrants that the professional services and the maintenance and support services provided hereunder will be performed in accordance with the standard of care generally applicable in the industry. If PHMC is notified of an error in the Software within ninety (90) days after delivery of the Software or is notified of a deficiency in the services within ninety (90) days of the performance of the services, PHMC shall provide the warranty services set forth in Section 10.a.

b. EXCEPT AS SET FORTH ABOVE IN SECTION 11.1, PHMC MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND THE SOFTWARE, INCLUDING THE DOCUMENTATION, OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY PHMC TO LICENSEE IN CONNECTION WITH THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; OR CONDITION, QUALITY, DURABILITY OR PERFORMANCE.

c. PHMC does not warrant that either the functional specifications or the functions contained or to be contained in the Software shall meet the Licensee's requirements or shall operate in the combination which Licensee selects for use, or that the operation or use of the Software shall be uninterrupted or error free. Licensee assumes the responsibility for the selection of the Software to achieve Licensee's intended results, and for the installation, use and results obtained from the Software.

d. PHMC shall have no obligation in respect of any breach or warranty contained in Section 10 if Licensee fails to implement Software in accordance with documentation provided with Software, fault arises out of hardware related issues, or there have been any changes, additions or modifications made to the Software by Licensee.

e. PHMC warrants that is has the right to license the Software on the terms and conditions of this Agreement, and that it knows of no claim by any third party that the use of the Software infringes the United States copyright, or the United States patent, of any third party. If any legal action is threatened or taken against the Licensee in respect of any of PHMC's intellectual property rights, including copyright, patent, or similar right in the Software and/or documentation provided with the Software, then Licensee shall immediately inform PHMC and permit PHMC to defend such action. PHMC may, at its expense, change, modify, or delete all, or any part of the Software in order to avoid any such infringement, or alleged infringement of copyright, patent, or misappropriation, but in doing so PHMC shall use reasonable efforts to avoid materially reducing the functionality or

performance of the Software, or terminate the Agreement and refund a pro rata share of the license and maintenance and support fees paid.

11. LIMITATIONS ON REMEDIES; DISCLAIMER OF CONSEQUENTIAL DAMAGES

a. In the case of a breach of the warranty concerning the Software as set forth in Section 10 above, Licensee's sole and exclusive remedy and PHMC's only obligation shall be to cause the Software to operate substantially in accordance with the applicable functional specifications as stated in the standard documentation. In the case of a breach of the warranty concerning the services as set forth in Section 6 above, Licensee's sole and exclusive remedy and PHMC's only obligation is to perform the services. In the case of an alleged breach of the Software warranty, Licensee must give PHMC written notice during the warranty period. In the case of an alleged breach of the services warranty, Licensee must give PHMC written notice within thirty (30) days after performance of the services or receipt of the deliverable resulting from the services, whichever is later.

b. Neither PHMC nor any distributor, licensee or agent through whom Licensee obtained the Software shall be liable for any lost profits or any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever suffered or incurred by Licensee as a consequence of the use or performance of the Software, the documentation, the underlying algorithm or otherwise, even if PHMC has been advised of the possibility of such damages and whether or not any limitation on remedies is deemed to have failed in its essential purpose. In any event, under no circumstances shall PHMC be liable for any loss, cost, expense or damage to Licensee in an amount exceeding the current annual Software License Fee paid by Licensee to PHMC under this Agreement, whether arising as a result of:

   i. Any breach of this Agreement by PHMC;

   ii. Any act or failure to act by PHMC;

   iii. PHMC's negligence or gross negligence;

   iv. Any claim made against Licensee by any other party even if PHMC has been advised of the claim or potential claim. Licensee agrees that it shall not assert any claim(s) against PHMC based on any theory of strict liability.

c. Licensee acknowledges that the Software is not intended for use by computer users in general but is intended for use only by business professionals and shall not in any form or manner substitute for the exercise of their professional or business judgment. Licensee agrees to bear full and exclusive responsibility and liability for the accuracy and appropriateness of the input and the use of the output of the Software by Licensee, Licensee's personnel, agents, clients and customers.

d. The aggregate liability of PHMC to Licensee in respect to any and all causes of action at any time or times arising out of this Agreement, including without limitation any breach of warranty, shall not exceed an amount equal the current annual Software License Fee paid prior to the time when such cause of action arises, reduced by the portion of the year which shall have expired prior to that date.

e. No action relating to this Agreement may be brought by either Party more than one (1) year after the Party concerned knows or, in the exercise of care reasonable under the circumstances, should have become aware of the facts constituting the cause of action.

f. Notwithstanding the forgoing, PHMC in no event shall be liable for any claim under this Section which is based on: (a) Licensee's continued use of the Software after it has become aware of the existence of any claim or potential claim of the type referred to above or after it has been notified by of the existence of such a claim and has been requested to cease all use of the Software; (b) the use or combination of the Software with any other software or hardware not supplied to Licensee by PHMC; (c) any change, modification, addition or enhancement to or of the Software not made by or at the direction of PHMC; or (d) Licensee's use of any but the latest available (or the immediately prior) release of the Software. THE FOREGOING STATES THE ENTIRE LIABILITY OF PHMC AND LICENSEE REGARDING INTELLECTUAL PROPERTY RIGHT CLAIMS BY THIRD PARTIES.

g. Licensee represents, warrants and covenants that: a) all of Licensee's activities relating to this

Agreement, including but not limited to Licensee's use of the Software will not violate any applicable law, rule or regulation, and Licensee will obtain all consents, permits and approvals and will enter into all agreements required to comply with such laws, rules and regulations; b) this Agreement constitutes a valid and binding obligation of Licensee, enforceable in accordance with its terms; and c) Licensee will not disclose or provide access to the Software to any third party and will not allow any third party to use the Software.

12. DISCLAIMER OF WARRANTIES

a. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF AND RELIANCE UPON THE SOFTWARE IS AT LICENSEE'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH LICENSEE. THE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OR ANY KIND.

b. PHMC HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EXCEPT AS HEREIN PROVIDED, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OR SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF TITLE, OF ACCURACY, OF COMPLETENESS, OF LEGALITY, OF QUIET ENJOYMENT AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING: A) PHMC DOES NOT REPRESENT, WARRANT OR COVENANT AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS PROVIDED BY THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT ANY DATA OR REPORT SUBMITTED TO ANY AGENCY, GOVERNMENTAL OR OTHERWISE USING THE SOFTWARE WILL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND RULES; AND B) PHMC MAKES NO REPRESENTATION, WARRANTY OR COVENANT AS TO NONINFRINGEMENT AND RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON ANY CLAIM BY A THIRD PARTY OF RIGHTS IN OR TO ANY INTELLECTUAL PROPERTY ASSOCIATED THEREWITH. NO ORAL OR WRITTEN STATEMENT SUPPLIED BY PHMC SHALL CREATE A WARRANTY.

13. HIPAA PRIVACY COMPLIANCE

a. Because the work that the parties are engaged in, as part of this agreement, involves access to Protected Health Information as defined by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Patient Protection and Affordable Care Act (ACA), Parties are required to sign a Business Associate Agreement (See ***Exhibit C*** attached) in order to address the privacy and security provisions set forth in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), contained in Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009.

14. INDEMNIFICATION

a. Licensee, at its expense, shall indemnify, defend and hold harmless PHMC, its affiliates and their respective officers, directors, employees, agents, representatives, and suppliers from any damages, liabilities, losses, injuries, death, costs (including but not limited to reasonable attorneys' fees and court costs), fees or expenses which arise, directly or indirectly, from or are alleged to have arisen, directly or indirectly, from; a) any act, omission, negligence, unlawful action or willful misconduct by Licensee or of any officer, director, employee, agent, representative or consultant working for Licensee (whether paid or unpaid) in connection with any activity relating to this Agreement, including but not limited to the use of the Software; b) any violation or breach by Licensee or any officer, director, employee, agent, representative or consultant of Licensee (whether paid or unpaid) of any term of this Agreement including but not limited to any representation, warranty or covenant, or of any law, regulation or rule governing any activity of Licensee relating to this Agreement; or c) any data provided by Licensee.

b. PHMC, at its expense, shall indemnify, defend and hold harmless Licensee against any losses,

costs and damages arising from a claim by a third party against Licensee that the Software, or any part thereof, infringe any intellectual property or proprietary rights of such third party or misappropriates any protected trade secret of such third party. PHMC's obligations under this Section 14 are subject to Licensee providing PHMC with; a)prompt written notice of the claim, b) sole control over the defense or settlement (provided however, that any such settlement shall not result in financial liability on Licensee or require its admission of any fault without its prior written consent), and c) reasonable support and cooperation with regard to the defense.

i. In the event that PHMC's right to provide the Services is enjoined or in PHMC's reasonable opinion is likely to be enjoined, PHMC may, at its expense, obtain the right to continue providing the Services, replace or modify the Services so that they become non-infringing but remain functionally equivalent, or if such remedies are not reasonably available, terminate this Agreement and refund to Licensee any amounts applicable to the Services enjoined; provided however, the refund of any amounts or termination of this Agreement shall not relieve PHMC of its indemnification, defense and hold harmless under this Agreement. This provision shall survive termination of this Agreement.

15. CONFIDENTIALITY

a. Licensee will, and will direct its employees, officers, directors, members, managers, agents and affiliates to, keep the Software, including related documentation, and all information and materials concerning or related thereto secret and confidential at all times, to protect PHMC's proprietary rights therein, and not to disclose, disseminate or permit to be disclosed or disseminated any such information or materials to any person, except as expressly authorized hereunder to enable Licensee to carry out its obligations pursuant to this Agreement. Licensee will use the same degree of care to avoid disclosure or dissemination of any such confidential information as it employs with respect to its own information which it does not desire to have disclosed or disseminated.

b. Protected Health Information. PHMC shall require Licensee to sign a separate Business Associate Agreement ("BAA") defining the Roles and Responsibilities of both the Covered Entity (Licensee) and the Business Associate (PHMC). BAAs shall remain in place for the life of the Agreement. The Licensee may be required to, at any point, sign a revised/updated BAA to remain HIPPA compliant.

16. NONSOLICITATION

a. Each Party agrees that it will not, for the term of this Agreement and for a period of one (1) year after any termination hereof, directly or indirectly, cause, induce or attempt to cause or induce any of the other Party's employees or consultants to leave the employ of such Party or to accept employment or engagement with the other Party or any other employer, without the prior written consent of the other Party hereto. In the event that either Party breaches or attempts to breach any of the provisions of this Section, the non-breaching Party shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate.

17. GOVERNING LAW AND JURISDICTION

a. The laws of the state where Licensee's principal place of business is located shall govern all claims, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. Each Party irrevocably consents to the exclusive jurisdiction and venue of the state or federal courts in Philadelphia County, Pennsylvania, for all disputes arising out of or relating to these Terms or the Services that are heard in court (excluding arbitration and small claims court).

b. The Software is subject to United States export laws and regulations. Licensee must comply with all domestic and international export laws and regulations that apply to the Software.

18. SUCCESSORS AND ASSIGNS

a. Licensee shall not sublicense, sell, rent, lease, lend, give, assign or transfer the Software, Software License or any portion thereof, or create any derivative works based thereon without PHMC's prior written consent, which may be withheld in PHMC's sole discretion. Any such assignment or attempted assignment without such prior written consent shall constitute a breach and

automatically terminate this Agreement. In such an event, all Fees shall be due to PHMC under this Agreement for the entire Term within thirty (30) days of notification of Termination from PHMC.

19. NOTICES

a. Addresses / Addressees. All notices, statements and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given only if personally delivered, mailed by registered, certified or first class mail, via Certified Email to the Email address indicated below, transmitted by a reputable express courier service or transmitted by telecopier and confirmed by first class mail within 24 hours to the party to receive notice at the following addresses, or at such other addresses as party may, by notice, direct.

i. If notice to PHMC, then to:

Administrative Representative:
Contracts Manager
Public Health Management Corporation
Centre Square East
1500 Market Street, LM500
Philadelphia, PA 19102
contracts@phmc.org

Client Services Representative:
Meghan Love
Public Health Management Corporation
Centre Square East
1500 Market Street, LM500
Philadelphia, PA 19102
mlove@phmc.org
215-399-0990

ii. If notice to Licensee, then to:

_____

_____

_____

_____

_____

b. Altering Addresses / Addressees. Any Party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

20. LICENSEE REQUESTED INCLUSIONS

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

b. 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.

c. Termination for Convenience: After the initial one (1) year term, this agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, Licensee will only be liable for its pro rata share of services rendered and goods actually received.

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

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

f. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by

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

g. Right to Audit: PHMC agrees that Licensee 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 PHMC which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. PHMC agrees that Licensee shall have access during normal working hours to all necessary PHMC facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Licensee shall give PHMC reasonable advance notice of intended audits.

21. MISCELLANEOUS

a. Non-Discrimination. Both parties agree that in the performance of this Agreement, there will be no discrimination against any individual or groups on account of any Federal, State or Local law, regulation or rule, including but not limited to race, color, gender, sexual preference, religious creed, ancestry, disability, age or national origin. Receipt by either party of evidence of such discrimination shall be cause for termination.

b. Waivers. Any delay of forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

c. Amendments. This Agreement may not be amended, modified, varied or supplemented except by an amendment signed by duly authorized representatives of both Parties.

d. Limitation of Actions. Any arbitration by either Party for breach of this Agreement must be commenced within one (1) year after the complaining Party knew or should have known of such breach.

e. Severability. The provisions of this Agreement are independent of and severable from each other. No provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any one or more of the other provisions hereof may be invalid or unenforceable in whole or in part.

f. Titles. The titles of the Sections and subsections of this Agreement are for convenience or reference only and are not in any way intended to limit or amplify the terms or conditions of this Agreement.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

h. Publicity. Each Party agrees not to publicize or disclose the existence or terms of this Agreement to any third party without the prior written consent of the other, except as required by law. In particular, no press releases shall be made without the mutual written consent of each Party.

i. Independent Contractors. The relationship of the Parties under this Agreement is that of independent contractors, and neither Party is an employee, agent, partner or joint venture of the other.

j. Force Majeure. Neither Party shall be deemed to be in breach or default of this Agreement if there is any total or partial failure in the performance by it of its duties and obligations hereunder occasioned by any acts of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining materials, energy or other supplies, priorities, strike, labor disputes of whatever nature beyond such Party's reasonable control ("Force Majeure"). Such non-performing Party shall be excused the performance by the other Party and shall not be in breach of this Agreement for a period equal to any such prevention, delay or stoppage. The Party

affected by any of the Force Majeure circumstances or conditions contemplated by this Section shall promptly notify the other Party, in writing, of the circumstances in sufficient detail to inform the unaffected Party in accordance with the notice provisions hereof. Any such performance obligations shall continue upon the conclusion of the related Force Majeure event.

k. Counterparts and Fax Signatures. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. A signature transmitted via facsimile or scanned original will be deemed an enforceable signature for the purpose of demonstrating the signing party's assent to the Agreement.

l. Survivability. All of the warranties, representations, covenants and indemnifications of each party under this Agreement shall survive the expiration or termination of this Agreement as well as any other provision which by its nature is intended to survive the expiration or termination of this Agreement.

m. Entire Agreement. This Agreement and the Exhibits hereto, together with any SOWs executed by the Parties, shall constitute the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and thereof, and supersede all prior agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof shall control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

The Agreement will become effective upon execution of Agreement by both Parties and receipt by PHMC of the initial annual License Fee payment, whereupon all of the terms and provisions of this Agreement shall become binding upon Licensee and PHMC.

PUBLIC HEALTH MANAGEMENT CORPORATION		**WILLIAMSON COUNTY VETERANS COURT**	
Signed:	DocuSigned by: Richard J. Cohen [redacted]	Signed:	
By:	Richard J. Cohen	By:	
Title:	President & CEO	Title:	
Date:	May 25, 2021	Date:	

[redacted]

SOFTWARE LICENSE AND SERVICES AGREEMENT ("AGREEMENT")

SCHEDULE A

LICENSING AND DEVELOPMENT FEES

Streamlined RANT®

Treatment Research Solutions at Public Health Management Corporation (PHMC)

Contact:
Meghan Love
Product Director
Treatment Research Solutions @
Public Health Management Corporation
1500 Market Street
Centre Square, East Tower, 15th fl.
Philadelphia, PA 19102
mlove@tri.phmc.org
(215) 399-0990
[redacted]

LICENSING

Product Name	***Version***	***No. of Servers***	***Permitted Users***	***Fees***
Streamlined RANT®	*1*	*1*	*up to 5*	*$1,100 per year, per court*

MAINTENANCE & SUPPORT

Service Name	***Service Details***	***Fees***
Networking Subscription	*RANT Instrument Access Provided for Users within Individual Courts*	*$350 per court*
Initial Training	*1 Session – Remote Training*	*$750*
Additional Training Sessions	*Per Session – Remote Training*	*ROLE Rates Apply*
Remote Support (Phone/Email)	*Mon - Fri 8:30am – 5pm EST*	*Included in Annual Fee*
Remote Support (Phone/Email)	*All Other Times*	*Network Admin Rates Apply*
On-Site Support	*Requires Separate SOW*	*TBD in conjunction with SOW*

PROFESSIONAL SERVICE RATES

Any additional services shall require the acceptance and authorization of a formal Statement of Work (SOW) by Licensee in advance of the commencement of any labor. Should additional services be required, those services will also be billed at the following hourly rates:

ROLE	RATE
Application Lead	$125 /hr.
Integration Lead/DBA	$125 /hr.
IT Project Manager	$110 /hr.
Billing Team Lead	$104 /hr.
Network Admin	$105 /hr.

SOFTWARE &SERVICES SUMMARY

Streamlined RANT®

Treatment Research Solutions at Public Health Management Corporation (PHMC)

Contact:
Meghan Love
Product Director
Treatment Research Solutions @ Public Health Management Corporation
1500 Market Street
Centre Square, East Tower, 15th fl.
Philadelphia, PA 19102
mlove@tri.phmc.org
(215) 399-0990
[redacted]

Treatment Research Solutions @ Public Health Management Corporation (PHMC) professional services to Licensee as requested by Licensee consisting of:

Network Services

Hosting and maintenance of the streamlined RANT® website and the underlying server and networking infrastructure.

Availability of a "help desk" by phone or email messages to answer substantive questions about the intent of the RANT website.

Additional Requirements

Any additional work, such as re-programming or generation of new reports or data analyses, will be billed separately at PHMC's customary hourly rate outlined in ***SCHEDULE A – LICENSING AND DEVELOPMENT FEES***. In addition, if web conference or on-site training(s) is/are requested, additional costs will be charged for time and travel-related expenses of PHMC staff. PHMC will submit a monthly invoice and work breakdown detailing the number of hours worked and services rendered.

Maintenance and Support Escalation Procedures

PHMC shall reasonably determine the Severity Level of errors and will make commercially reasonable efforts to provide a resolution designed to solve or temporarily by-pass a reported error, pursuant to the below protocols. If such error has been corrected in a maintenance release, Licensee must install and implement the applicable maintenance release; otherwise the update may be provided in the form of a temporary fix, procedure or routine, to be used until a maintenance release containing the permanent update is available. In all cases, resolution of issues by PHMC will require the Licensee to assist in the descriptive documentation and/or reproduction of the error, identify a Licensee contact person with whom PHMC can maintain contact to arrange for analysis, testing, systems, and other resources and other tasks in support of resolution of the Licensee's error and to whom status reports and requests for resources can be addressed.

Priority Level HIGH: PHMC promptly initiates the following procedures: (1) assigns Client Support representative to correct the error on an expedited basis; (2) provides ongoing communication on the status of an update; and (3) begins to provide a temporary workaround or fix. Priority Level HIGH error means the (i) system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are down.

Priority Level MEDIUM: PHMC assigns a Client Support representative to begin an update, and provides

additional, escalated procedures as reasonably determined necessary by PHMC Client Support staff. PHMC exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity Level 2 errors in the next maintenance release. A Severity Level 2 error means (i) the system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, while not being affected, have experienced significant system interruptions.

Priority Level LOW: PHMC may include an update in the next maintenance release. A Severity Level 3 error means there (i) are errors in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement.

Severity Level'	Targeted First Response	Targeted Resolution Time and Type	Targeted Status Report	Management Notification	Management Contacts
Severity Level 1	Within 1 business hours	Continuous effort until Resolved	By Licensee agreement	Within 1 business Day	Director of Client Services or the equivalent
Severity Level 2	4 business Hours	Workaround or include fix in next Maintenance Release	Every other working day	Within 2 business Days	Director of Client Services or the equivalent
Severity Level 3	8 business Hours	Update may be included in Next Maintenance release. Clarification is given.	N/A	N/A	Director of Client Services or the equivalent

Exhibit C

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into between **Williamson County Veterans Court** "Covered Entity" as that term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45, C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), and **Public Health Management Corporation (PHMC)**, a "Business Associate," as that term is also defined by HIPAA, including the requirements for Business Associates set forth as 45 C.F.R. § 164.504(e).

Whereas, Covered Entity and Business Associate desire to enter into a contract under which Business Associate will be providing services on behalf of the Covered Entity.

Whereas, in connection with the provision of such services by Business Associate, the Covered Entity may disclose to Business Associate certain Protected Health Information (as defined below).

Whereas, Business Associate and the Covered Entity desire to enter into a Business Associate Agreement for the purpose of addressing the Privacy Rule, the Security Rule, and the Electronic Transaction Rule, (as those terms are defined below), and for addressing the privacy and security provisions set forth in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), contained in Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009.

Therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Business Associate and the Covered Entity agree as follows:

ARTICLE 1. DEFINITIONS

1.1. "*Agreement*" shall mean this document, including all exhibits, attachments, and properly executed amendments and addendums.

1.2 "*Breach*" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.3 "*Electronic Health Record*" shall have the same meaning as the term "electronic protected health information" in § 13400(5) of the American Recovery and Reinvestment Act of 2009.

1.4 "*Electronic Protected Health Information*" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

1.5 "*Electronic Transaction Rule*" shall mean the final regulations issued by the U.S. Department of Health and Human Services concerning standard transactions and code sets under 45 C.F.R. Parts 160 and 162.

1.6 "*Individual*" shall mean the person who is the subject of the Protected Health Information or a person who qualifies as the personal representative of the individual in accordance with 45 C.F.R. § 164.502(g).

1.7 "*Privacy Rule*" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

1.8 "*Protected Health Information*" shall mean any information that: (a) relates to the past, present, or future physical or mental health or condition of an Individual; (b) the provision of health care to an Individual; (c) or the past, present, or future payment for the provision of health care to an Individual; and (d) that identifies the Individual for or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.9 "*Required By Law*" shall have the same meaning as the term "required by law" in 45 C.F.R. § 160.103.

1.10 "*Secretary"* shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom authority has been delegated.

1.11 "*Security Incident*" shall have the same meaning as the term "security incident" in 45 C.F.R. § 160.103.

1.12 "*Security Rule*" shall mean the Security Standards and Implementation Specifications at 45 C.F.R. Parts 160 and 164, Subparts A and C.

1.13 "*Transaction*" shall have the same meaning as the term "transaction" in 45 C.F.R. § 160.103.

1.14 "*Unsecured Protected Health Information*" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

ARTICLE 2. SAFEGUARDING PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

2.1 Permitted Uses and Disclosures. Business Associate hereby agrees that it shall be prohibited from using or disclosing Protected Health Information provided or made available by the Covered Entity (or another Business Associate of the Covered Entity) for any purpose other than as expressly permitted or required by the Subcontractor Contract.

a. **Functions and Activities on Covered Entity's Behalf**. Except as otherwise set forth in this Agreement, the parties hereby agree that Business Associate shall be permitted to use and/or disclose Protected Health Information provided or made available by the Covered Entity (or another business associate of the Covered Entity) only for the purpose of conducting the transactions contemplated for the Business Associate under the underlying Subcontractor Contract and only for purposes within the scope of such underlying Subcontractor Contract.

b. **Business Operations**. Business Associate is permitted to use and/or disclose Protected Health Information if necessary for the proper management and administration of Business Associate's responsibilities under the Subcontractor Contract, or to carry out any legal responsibilities of Business Associate, provided that, with respect to any disclosure of Protected Health Information, either:

(1) the disclosure is Required By Law; or

(2) Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that: (a) the Protected Health Information will be held in confidence and used or further disclosed only as or for the purposes for which Business Associate disclosed the Protected Health Information to the person or as Required by Law; (b) the person will use appropriate safeguards to prevent use or disclosure of the Protected Health Information; and (c) the person immediately notifies Business Associate of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

c. **Data Aggregation Services**. Business Associate is permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 C.F.R. § 164.501, relating to health care operations of the Covered Entity.

d. **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

2.2 Information Safeguards.

a. **Privacy of Covered Entity's Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.

b. **Security of Covered Entity's Electronic Protected Health Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule.

2.3 Employees, Subcontractors, Independent Contractors, and Agents. Business Associate will require any of its Employees, Subcontractors, Independent Contractors, and Agents to which Business Associate is permitted by this Agreement, or in writing by Covered Entity, to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide assurance in writing that Employee, Resource Parent, Subcontractor, Independent Contractor, or Agent understands the requirements to safeguard and protect PHI and will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information and/or Electronic Protected Health Information as are applicable to Business Associate under this Agreement.

2.4 Prohibition on Sale of Records. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity or Business Associate obtains from the Individual, in accordance with 45 C.F.R. § 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual, except as otherwise allowed under the HITECH Act.

2.5 Penalties For Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the Privacy Rule and Security Rule, as amended by the HITECH Act.

ARTICLE 3. COMPLIANCE WITH ELECTRONIC TRANSACTION RULE

If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Employees, Subcontractors, Independent Contractors, and Agents it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transaction Rule. Business Associate shall also comply with the National Provider Identifier requirements, if and to the extent applicable.

ARTICLE 4. INDIVIDUAL RIGHTS

4.1 Access. Business Associate will make available to Covered Entity or, at Covered Entity's direction, to an Individual (or the Individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the Individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524. Effective as of the date specified by HHS, if the Protected Health Information is held in an Electronic Health Record, then the Individual shall have a right to obtain from Business Associate a copy of such information in an electronic format. Business Associate shall provide such a copy to Covered Entity or, alternatively, to the Individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the Individual or Covered Entity.

4.2 Amendment. Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 C.F.R. § 164.526.

4.3 Disclosure Accounting. To allow Covered Entity to meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

a. **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

b. **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.

c. **Disclosure Information.** With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(1) **Disclosure Information Generally.** Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

(2) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

d. **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates (3 years for disclosures related to an Electronic Health Records, starting with the date specified by HHS). Business Associate will make the Disclosure Information available to Covered Entity within 15 calendar days following Covered Entity's request for such Disclosure Information to comply with an Individual's request for disclosure accounting. Effective as of the date specified by HHS, with respect to disclosures related to an Electronic Health Record, Business Associate shall provide the accounting directly to an Individual making such a disclosure request, if a direct response is requested by the Individual.

4.4 Restriction Agreements and Confidential Communications. Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. Effective February 17, 2010 (or such other date specified as the effective date by HHS), Business Associate will comply with any restriction request if: (i) except as otherwise Required by Law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and

(ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

ARTICLE 5. BREACHES

5.1 **Privacy or Security Breach.** Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to the Covered Entity not more than 5 calendar days after Business Associate learns of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will at least:

a. Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;

b. Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;

c. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;

d. Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;

e. Identify what steps the Individuals who were subject to a Breach should take to protect themselves;

f. Provide such other information, including a written report, as Covered Entity may reasonably request.

5.2 **Security Incidents.** Business Associate will report to Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report upon request, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth in Section 5.1.

ARTICLE 6. TERM AND TERMINATION

6.1 Term. This Agreement shall be effective on the date that Business Associate's Subcontractor Contract commences with the Covered Entity and shall terminate when all Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or the Department, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

6.2 Right to Terminate for Cause. The Covered Entity may terminate the Subcontractor Contract if it determines, in its sole discretion, that Business Associate has breached any provision of this Business Associate Agreement, and upon written notice to Business Associate of the Breach, Business Associate fails to cure the Breach within 30 calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.

6.3 Return or Destruction of Covered Entity's Protected Health Information as Feasible. Upon termination or other conclusion of the Subcontractor Contract, Business Associate agrees to return all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity, and not to retain any copies of the Protected Health Information after termination of the Subcontractor Contract. If Business Associate elects to destroy the Protected Health Information, it shall certify to the Covered Entity and the Pennsylvania Department of Public Health when applicable that the Protected Health Information has been destroyed.

6.4 Continuing Privacy and Security Obligation. If return or destruction of the Protected Health Information is not feasible, Business Associate agrees to extend the protections of this Business Associate Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure so as to be consistent with the intent of this Business Associate Agreement.

ARTICLE 7. GENERAL PROVISIONS

7.1 Access to Books and Records. Business Associate hereby agrees to make its internal practices, books and records relating to the use, disclosure, and safeguards for Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary or the Secretary's designee for purposes of determining compliance with the Privacy Rule and/or the Security Rule.

7.2 Mitigation Procedures. Business Associate agrees to have procedures in place for mitigating, to the extent practicable, any deleterious effect from the use or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, in a manner contrary to this Business Associate Agreement or the Privacy Rule.

7.3 Amendment to Business Associate Agreement. Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects Business Associate or Covered Entity's obligations under this Agreement, this Agreement will be automatically amended such that the obligations imposed on Business Associate or Covered Entity remain in compliance with the final regulation or amendment to final regulation.

7.4 Omnibus Rule. The U.S. Department of Health and Human Services released the Omnibus Rule, effective March 26, 2013 applicable to existing Privacy, Security, and Enforcement Rules for protected health information ("PHI") under HIPAA and improving enforcement under the Health Information Technology for Economic and Clinical health (HITECH) Act. The Omnibus Rule modifies the Breach Notification Rule. Pursuant to the Omnibus Rule, effective March 26, 2013, Business Associate is directly liable for compliance with HIPAA Privacy and Security Rule requirements including: impermissible uses and disclosures; failure to provide breach notification to the Covered Entity; failure to disclose PHI where required by the Secretary to investigate or determine the business associate's compliance with the HIPAA Rules; failure to provide an accounting of disclosures; and failure to comply with the requirements of the Security Rule.

7.5 Choice of Law. Except to the extent superseded by the federal law, this Business Associate Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to choice of laws principles; provided, however, that for the purposes of privacy rights of Individuals, the law of the state in which the Individual resided during the event(s) giving rise to the need to determine the rights under this Agreement shall apply.

7.6 Disputes. Any controversy or claim arising out of or relating to the underlying Subcontractor Contract or this Business Associate Agreement will be finally settled by compulsory arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA").

7.7 Injunctive Relief. Notwithstanding any rights or remedies provided for in this Agreement, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by Business Associate or any Employee, Subcontractors, Independent Contractors, Agents, Contractors, and/or Third Parties that received Protected Health Information from Business Associate.

7.8 Notices. Whenever under this Business Associate Agreement one party is required to give notice to the other, such notice shall be deemed given if mailed by a nationally recognized overnight courier service (*e.g.*, Federal Express or United parcel Service), payment paid by sender; Certified Electronic Mail (*e.g.*, Docusign), or by United States Registered or Certified Mail, Return Receipt Requested, postage prepaid by sender, and addressed as follows:

Covered Entity:
Williamson County Veterans Court
405 Martin Luther King
Georgetown, TX 78626

_____

Business Associate:
Public Health Management Corporation
1500 Market St., LM500
Philadelphia, PA 19102
contracts@phmc.org

7.9 Binding Nature and Assignment. This Agreement shall be binding on Business Associate and the Covered Entity and their successors and assigns, but neither Business Associate nor the Covered Entity may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

7.10 Headings. The headings in this Agreement are for reference and convenience only, and shall not enter into the interpretation of this Agreement.

7.11 Force Majeure. Business Associate shall be excused from performance under this Agreement for any period Business Associate is prevented from performing any services pursuant hereto, in whole or in part, as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such non-performance shall not be grounds for termination.

7.12 Attorneys' Fees. Except as otherwise specified in this Business Associate Agreement, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Agreement, each party shall bear their own legal expenses and the other costs incurred in that action or proceeding.

7.13 Entire Agreement. This Business Associate Agreement constitutes the entire agreement between the parties and shall replace any previous Business Associate Agreement between the parties.

[redacted]

IN WITNESS WHEREOF, Business Associate and the Covered Entity have caused this Business Associate Agreement to be signed and delivered by their duly authorized representatives as of the date set forth above.

BUSINESS ASSOCIATE:		**COVERED ENTITY:**	
PUBLIC HEALTH MANAGEMENT CORPORATION		**WILLIAMSON COUNTY VETERANS COURT**	
Signed:	DocuSigned by: Richard J. Cohen [redacted]	Signed:	
By:	Richard J. Cohen	By:	
Title:	President & CEO	Title:	
Date:	May 25, 2021	Date:	

Commissioners Court - Regular Session **15.**

Meeting Date: 06/15/2021

2021 Brushy Creek Marlins Swim Meet Parking Plan

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

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the Brushy Creek Marlins Swim Meet Parking Plan for Sendero Springs Pool located adjacent to Sendero Springs Drive, Round Rock, Texas, for the 2021 Swim Season.

Background

This is usually an annual event, although not in 2020. This summer, there will be 3 swim meets on June 12th, June 26th, and July 10th. This parking plan is the same as in past years, which had no issues. The Williamson County Fire Marshal's Office and the county engineer's office have reviewed this plan and found no problems.

Our office just received notice on June 7, 2021 that these swim meets were taking place; thus, why this agenda item is on here now rather than earlier before the first meet took place.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fire Marshal comments

Parking Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 10:59 AM
Form Started By: Garry Brown		Started On: 06/09/2021 08:44 AM
Final Approval Date: 06/10/2021		

Williamson County Fire Marshal's Office

3189 SE Inner Loop, Georgetown, Texas 78626
Phone: (512) 943-3679

Hank Jones
County Fire Marshal

To: Garry Brown

RE: Brushy Creek Swim Meet Event

The Williamson County Fire Marshal's office has reviewed the site plan and parking instructions as provided for the Brushy Creek swim meet event.

In summary the Williamson County Fire Marshal believes that the minimum standards for ensuring public fire safety and order as prescribed by state and local laws, rules, and order will be maintained.

Stay Safe and contact me with any questions,

Hank Jones

Williamson County Fire Marshal

BRUSHY CREEK MARLINS SWIM MEET PARKING PLAN FOR SENDERO SPRINGS POOL

PARKING INSTRUCTIONS

Pre-Event

Prior to the event, the team shall coordinate with the Sendero Springs HOA to ensure that residents are notified of the event and related parking restrictions.

The team shall post signage the day before indicating right lane closures on both sides of Sendero Springs Drive and post signage of the event.

Day of Event

Team Representatives shall be posted and visually identifiable by means of event staff t-shirts or vests for one hour before the event through the beginning of the first heat when the majority of the parking will be complete.

Cones will be placed around the lane closure areas as on the map(for Diagonal Parking). Cones must block diagonal parking within 50 feet of intersections.

Team representatives will be available at the pool to help monitor any parking issues and notify via the PA system any parking violators.

Contracted Williamson County Sheriff will monitor the parking areas for any parking violations, which will also be announced on the PA system and/or ticketed.

Restricted Parking Areas and Regulations

Do not park in the following areas:

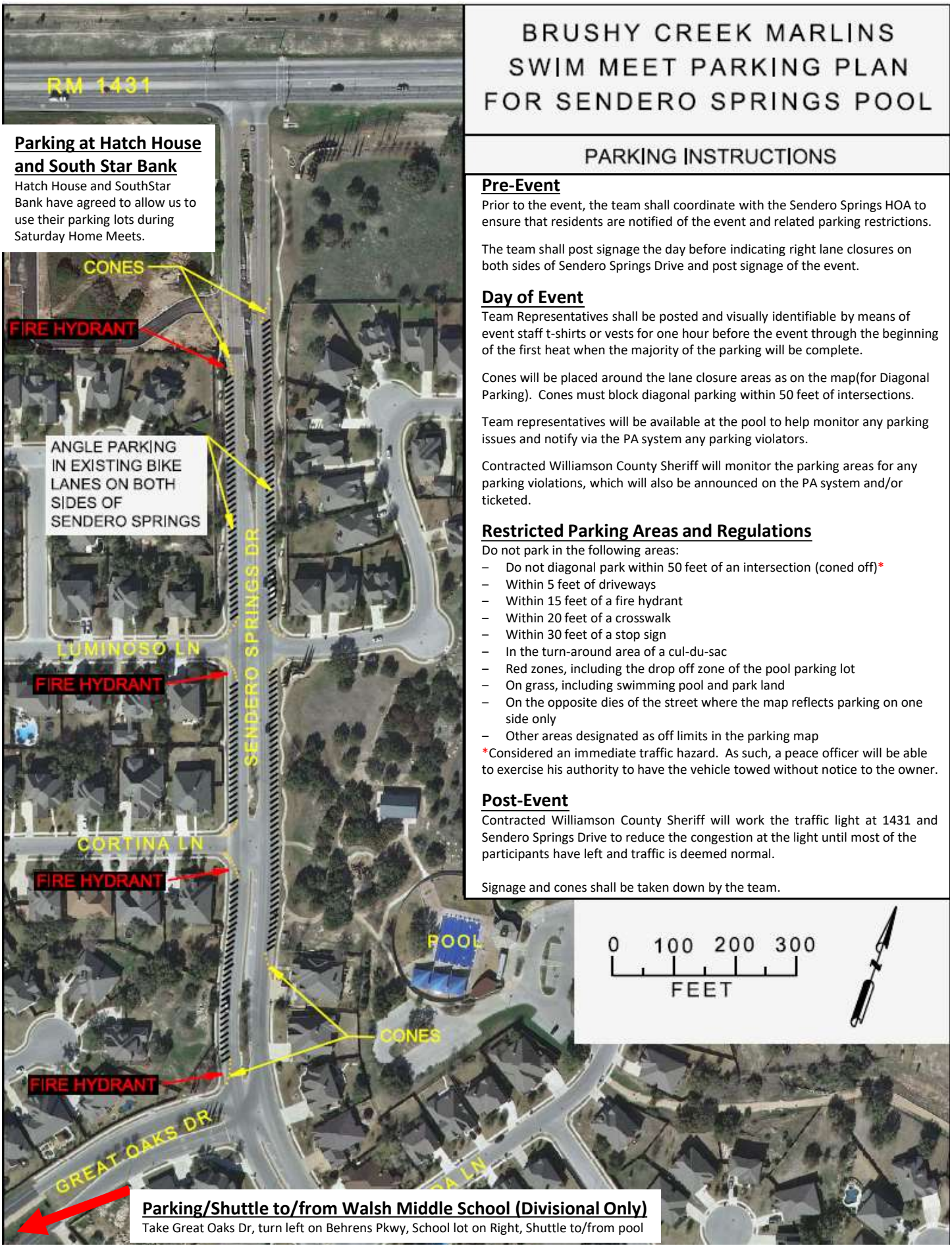
- Do not diagonal park within 50 feet of an intersection (coned off)*
- Within 5 feet of driveways
- Within 15 feet of a fire hydrant
- Within 20 feet of a crosswalk
- Within 30 feet of a stop sign
- In the turn-around area of a cul-du-sac
- Red zones, including the drop off zone of the pool parking lot
- On grass, including swimming pool and park land
- On the opposite dies of the street where the map reflects parking on one side only
- Other areas designated as off limits in the parking map

*Considered an immediate traffic hazard. As such, a peace officer will be able to exercise his authority to have the vehicle towed without notice to the owner.

Post-Event

Contracted Williamson County Sheriff will work the traffic light at 1431 and Sendero Springs Drive to reduce the congestion at the light until most of the participants have left and traffic is deemed normal.

Signage and cones shall be taken down by the team.



Parking at Hatch House and South Star Bank

Hatch House and SouthStar Bank have agreed to allow us to use their parking lots during Saturday Home Meets.

Parking/Shuttle to/from Walsh Middle School (Divisional Only)

Take Great Oaks Dr, turn left on Behrens Pkwy, School lot on Right, Shuttle to/from pool

Commissioners Court - Regular Session **16.**

Meeting Date: 06/15/2021

Authorize issuing RFP T4523 For Installation, Operation and Maintenance of a Miniature Train Ride Concession

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Installation, Operation and Maintenance of a Miniature Train Ride Concession, under IFB T4523.

Background

Williamson County seeks to contract with a well-qualified individual or company to serve as concessionaire of a miniature train ride concession operation at Southwest Williamson County Regional Park. The Point of Contact is Russell Fishbeck and the revenue source is 01.0100.0000.347008.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/10/2021 09:21 AM
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:00 AM
Form Started By: Johnny Grimaldo		Started On: 06/09/2021 09:25 AM
Final Approval Date: 06/10/2021		

Commissioners Court - Regular Session **17.**

Meeting Date: 06/15/2021

Authorize issuing IFB T4520 Lease of 227 Acres Agricultural Land at Blackland Heritage County Park

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for the Lease of 227 Acres Agricultural Land at Blackland Heritage County Park and set a minimum bid amount of $90.00/ per acre, under IFB T4520. Funding Source is P316.

Background

Williamson County seeks to lease acreage to a qualified farmer for Agricultural Crop production on approximately 227 acres, more or less, situated two (2) miles east of Jonah, Texas at the Williamson County Blackland Heritage County Park located off of State Highway 29, near the San Gabriel River. The Point of Contact is Russell Fishbeck. This is a revenue contract.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/10/2021 09:21 AM
County Judge Exec Asst.	Andrea Schiele	06/10/2021 10:58 AM
Form Started By: Johnny Grimaldo		Started On: 06/09/2021 08:41 AM
Final Approval Date: 06/10/2021		

Commissioners Court - Regular Session **18.**

Meeting Date: 06/15/2021

Kenfield Golf Cars for Expo FY 21

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 Short Term Lease Agreement between Williamson County and Kenfield Golf Cars, LLC for the rental of a golf cart at a rate of $475.00 per month to support the operations of the Williamson County Expo Center and authorizing execution of the agreement.

Background

This agreement is for a 3 to 6 month lease of one (1) 6 passenger gas golf cart for the Expo Center. The monthly rental will be at a rate of $475 per month plus a one time pickup/delivery fee of $80.00. Department point of contact is Clint Chitsey. Funding source 01.0100.3106.004620. This expense is budgeted for FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2021 04:40 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:29 PM
Form Started By: Andrew Portillo		Started On: 06/07/2021 10:25 AM
Final Approval Date: 06/09/2021		

Kenfield Golf Cars LLC **Full Service Dealership-Sales-Service-Parts-Batteries**

Fixed Rental-Golf Car Short-Term Lease Agreement

This agreement is by and between Kenfield Golf Cars (herein called Lessor) having its principle place of business at 13357 Pond Springs Road, Austin, TX 78729

and: Williamson County Expo.

In consideration of the undertaking and of the premises herein, the parties covenant agrees as follows:

THE LESSOR AGREES TO THE FOLLOWING:

1. To perform routine maintenance as needed and as indicated in #2 below.

2. To make all repairs and replace all parts required by **NORMAL WEAR AND NORMAL USAGE** incurred by use and normal function of the car.

THE LESSEE AGREES TO THE FOLLOWING:

1. To keep cars furnished by Lessor, secure and sheltered the time between the delivery date and pickup date.

2. To be responsible for and reimburse Lessor for any damages, repairs, and lost rent due to vandalism, theft, accident, negligence of other than the normal function of the car.

3. Lessee is responsible for flats incurred during leasing of the car(s).

4. Not to use the leased car for any purpose other than the normal function of the car.

5. Lessee is responsible for the cleanliness of car(s) upon return or a cleaning fee of $30.00 per cart will be charged.

6. To maintain water (distilled only) level in batteries, and check oil level. (Procedures for at least one week rental)

SPECIAL PROVISIONS:

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

2. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance

with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

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

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

TERMS:

1. Rental is to be for a 6 passenger gas cart for a period of 3 to 6 months.
Place: Williamson County Expo

2. Rent shall be $475 monthly plus one time pickup/delivery fee of $80.

3. The monthly rental rate of $475 is due and payable on the 20th of every month via Lessee's purchasing card.

By: _____ Dated: _____

Authorized Lessee Representative

By: _____ Dated: 6/7/21

Authorized Kenfield Golf Car Representative

PLEASE READ SIGN AND FAX BACK TO 512-258-8582. THANK YOU.

Commissioners Court - Regular Session **19.**

Meeting Date: 06/15/2021

Dell Computer Bulk Order 3

Submitted For: Joy Simonton **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase between Williamson County and Dell Marketing L.P. to authorize the bulk order purchase for various departments in the amount of $92,982.28 per the terms of DIR Contract #DIR-TSO-3763.

Background

This bulk order purchase is for the use of IT Department for various Williamson County Departments per the quote. Items being purchased are:
fifteen (15) Latitude 5320 in the amount of $21,266.15,
seventeen (17) Dell Latitude 5511 in the amount of $19,474.12,
one (1) Cyberpower 900 Watt/1500 VA, 12V, LCD UPS Tower in the amount of $145.19,
two (2) Mobile Precision 3560 in the amount of $3,180.00,
one (1) Dell Adapter 90-Watt Type C with 1M Power Cord, Cus Kit in the amount of $45.91,
sixteen (16) Dell Essential Briefcase 15 (ES1520C) in the amount of $314.72,
twenty-one (21) Dell Stereo Soundbar, AC511M in the amount of $651.00,
seventeen (17) Dell 27 Monitor - P2719H in the amount of $3,785.39,
thirty five (35) Dell 24 Monitor - P2419H in the amount of $6,152.65,
twelve (12) Dell USB-C Mobile Adapter-DA310 in the amount of $787.08,
twenty eight (28) Dell Pro Wireless Keyboard and Mouse - KM5221W in the amount of $874.44,
twenty one (21) Dell Dock-WD19S 130W Power Delivery 180 WPower Supply in the amount of $4,468.59,
nine (9) Dell 34 Curved USB-C Monitor -P3421W, 86.5cm (34") in the amount of $4,988.79,
nine (9) Dell MS116 Wired Mouse and Keyboard combo in the amount of $228.87,
twenty four (24) OptiPlex 7090 Small Form Factor in the amount of $20,811.60,
one (1) OptiPlex 7490 AIO in the amount of $1,166.18,
three (3) Prevision 3560 Tower in the amount of $4,641.60,

Point of Contact is Richard Semple. This expenditure will be charged to each department's computer equipment funding line per FY21 approval according to the attached spreadsheet.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dell Bulk

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2021 04:52 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:37 PM

Form Started By: Laura Zavala Started On: 06/07/2021 02:09 PM

Final Approval Date: 06/09/2021

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	[redacted]	Sales Rep	Danielle Eads
Total	**$92,982.28**	Phone	(800) 456-3355, 6180188
Customer #	[redacted]	Email	Danielle_Hulsebosch@Dell.com
Quoted On	Jun. 03, 2021	**Billing To**	[redacted]
Expires by	Jul. 03, 2021		WILLIAMSON COUNTY ITS
			301 SE INNER LOOP STE 105
Contract Name	State of Texas Department of Information Resources (DIR)		GEORGETOWN, TX 78626-8207
Contract Code	[redacted]		
Customer Agreement #	[redacted]		
Deal ID	[redacted]		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Danielle Eads

Shipping Group

Shipping To

[redacted]
WILLIAMSON COUNTY ITS
301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
(512) 943-1455

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Latitude 5320	**$1,198.00**	**2**	**$2,396.00**
Dell Latitude 5511	**$1,129.62**	**15**	**$16,944.30**
Cyberpower 900 Watt / 1500 VA , 12 V , LCD UPS Tower	**$145.19**	**1**	**$145.19**
Dell Latitude 5511	**$1,264.91**	**2**	**$2,529.82**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Latitude 5320	**$1,451.55**	**13**	**$18,870.15**
Mobile Precision 3560	**$1,590.00**	**2**	**$3,180.00**
Dell Adapter 90-Watt Type-C with 1M Power Cord, Cus Kit	**$45.91**	**1**	**$45.91**
Dell Essential Briefcase 15 (ES1520C)	**$19.67**	**16**	**$314.72**
Dell Stereo Soundbar – AC511M	**$31.00**	**21**	**$651.00**
Dell 27 Monitor - P2719H	**$222.67**	**17**	**$3,785.39**
Dell 24 Monitor - P2419H	**$175.79**	**35**	**$6,152.65**
Dell USB-C Mobile Adapter – DA310	**$65.59**	**12**	**$787.08**
Dell Pro Wireless Keyboard and Mouse – KM5221W	**$31.23**	**28**	**$874.44**
Dell Dock- WD19S 130w Power Delivery 180w Power Supply	**$212.79**	**21**	**$4,468.59**
Dell 34 Curved USB-C Monitor - P3421W, 86.5cm (34")	**$554.31**	**9**	**$4,988.79**
Dell MS116 Wired Mouse and Keyboard Combo	**$25.43**	**9**	**$228.87**
OptiPlex 7090 Small Form Factor	**$867.15**	**24**	**$20,811.60**
OptiPlex 7490 AIO	**$1,166.18**	**1**	**$1,166.18**
Precision 3650 Tower	**$1,547.20**	**3**	**$4,641.60**

Subtotal:	**$92,982.28**
Shipping:	**$0.00**
Non-Taxable Amount:	**$92,982.28**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$92,982.28**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

[redacted]
WILLIAMSON COUNTY ITS
301 SE INNER LOOP
STE 105
GEORGETOWN, TX 78626-8207
(512) 943-1455

Shipping Method

Standard Delivery

		Quantity	Subtotal
Latitude 5320 Estimated delivery if purchased today: Sep. 13, 2021 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$1,198.00**	**2**	**$2,396.00**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5320 XCTO Base	210-AXXI	-	2	-
11th Generation Intel Core i5-1135G7 (4 Core, 8M cache, base 2.4GHz, up to 4.2GHz)	379-BEHX	-	2	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
I5-1135G7 Trans, Intel Iris Xe Graphics, Thunderbolt, 16GB	338-BXVG	-	2	-
Latitude 5320 Assembly Base	338-BXVP	-	2	-
non-vPro Manageability	631-ACTY	-	2	-
16 GB, LPDDR4 SDRAM, 3200MHz (on board)	370-AFVV	-	2	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BKSU	-	2	-
13.3" FHD 2-in-1 (1920x1080) Touch, Anti-Glare, GG6 DXC, HD Camera, 300 nits, WLAN	391-BFQC	-	2	-
Single Pointing Backlit US-English Keyboard	583-BHBS	-	2	-
Wireless Intel AX201 WLAN Driver	555-BGHB	-	2	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	2	-
3 Cell 42Whr Long Life Battery (includes 3 year limited hardware warranty)	451-BCUX	-	2	-
65W Type-C Epeat Adapter	492-BCXP	-	2	-
Palmrest, No Security, Thunderbolt 4	346-BGUL	-	2	-
US Power Cord	537-BBBL	-	2	-
Quick setup guide worldwide 2-in-1	340-CTXM	-	2	-
ESTAR E-label	387-BBPH	-	2	-
Dell Optimizer	658-BEQP	-	2	-
DAO Mix Model 65W adapter (2IN1)	340-CTWZ	-	2	-
System Ship Info	640-BBJB	-	2	-
11th Generation Intel(R) Core(TM) i5 non-vPro Processor Label	389-DXDU	-	2	-
BTO Standard Shipment (VS)	800-BBQK	-	2	-
5320 2-in-1 Bottom Door	354-BBDL	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Dell Limited Hardware Warranty	997-8317	-	2	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	2	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	2	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	2	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	2	-
			Quantity	**Subtotal**
Dell Latitude 5511		**$1,129.62**	**15**	**$16,944.30**

Estimated delivery if purchased today:
Jul. 08, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5511 MLK CTO/Flex	210-AVCZ	-	15	-
10th Generation Intel(R) Core i5-10400H (4 Core, 8M cache, 2.6GHz, 4.6GHz Turbo, 35W vPro)	379-BDXF	-	15	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	15	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	15	-
Dell Data Protection Encryption Personal Digital Delivery	421-9984	-	15	-
Dell ProSupport for Software, Dell Data Protection Encryption Personal, 1 Year	954-3455	-	15	-
Intel(R) UHD Graphics with Thunderbolt for Intel 10th Gen Core i5-10400H	338-BUWB	-	15	-
Intel vPro Technology Enabled	631-ACLE	-	15	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFEG	-	15	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BEMU	-	15	-
LCD back cover for Latitude 5511, WLAN/WWAN Capable, Carbon Fiber Reinforced Polymer	320-BDSO	-	15	-
RGB Cam/Mic Bezel with Dell Privacy Shutter	325-BDRC	-	15	-
15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch,220 nits	391-BEZZ	-	15	-
DP Palmrest, No Fingerprint, No Smart Card, TBT	346-BFYV	-	15	-
Dual Pointing Backlit US English Keyboard with numeric keypad	583-BGWN	-	15	-
Intel AX201 2x2 + Bluetooth 5.1 Driver	555-BFNX	-	15	-
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	-	15	-
4 Cell 68Whr	451-BCTY	-	15	-
Cable for 3/4 Cell Battery	470-ADQJ	-	15	-
90W E5 Type-C Power Adapter	492-BCXB	-	15	-
E5 US Power Cord	450-AAEJ	-	15	-
Latitude 5511 Quick Start Guide	340-CPRR	-	15	-
No Carrying Case	460-BBEX	-	15	-
Dell Applications for Windows 10	658-BESS	-	15	-
MOD,SHP MTL,MCF,LAT,15,BH,MLK	328-BDKG	-	15	-
Dell Latitude 5511 CTO	610-BCGD	-	15	-

ENERGY STAR Qualified	387-BBNO	-	15	-
BTO Standard Shipment (VS)	800-BBQK	-	15	-
SSD Filler	750-ABKO	-	15	-
Latitude 5511 Bottom Door	321-BFKP	-	15	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	15	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	15	-
Dell Limited Hardware Warranty	997-8317	-	15	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	15	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	15	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	15	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	15	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	15	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	15	-
			Quantity	**Subtotal**
Cyberpower 900 Watt / 1500 VA , 12 V , LCD UPS Tower		**$145.19**	**1**	**$145.19**

Estimated delivery if purchased today:
Jun. 14, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Cyberpower 900 Watt / 1500 VA , 12 V , LCD UPS Tower	A1249658	-	1	-
			Quantity	**Subtotal**
Dell Latitude 5511		**$1,264.91**	**2**	**$2,529.82**

Estimated delivery if purchased today:
Jul. 08, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5511 MLK XCTO	210-AVCX	-	2	-
10th Generation Intel(R) Core i7-10850H (6 Core, 12M cache, 2.7GHz, 5.1GHz Turbo, 35W vPro)	379-BDXG	-	2	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
Dell Data Protection Encryption Personal Digital Delivery	421-9984	-	2	-
Dell ProSupport for Software, Dell Data Protection Encryption Personal, 1 Year	954-3455	-	2	-
Intel(R) UHD Graphics with Thunderbolt for Intel 10th Gen Core i7-10850H	338-BUVW	-	2	-
Intel vPro Technology Enabled	631-ACLE	-	2	-
32GB, 2x16GB, DDR4 Non-ECC	370-AFVR	-	2	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BEMU	-	2	-
LCD back cover for Latitude 5511, WLAN/WWAN Capable, Carbon Fiber Reinforced Polymer	320-BDSO	-	2	-
RGB Cam/Mic Bezel with Dell Privacy Shutter	325-BDRC	-	2	-
15.6" FHD WVA (1920 x 1080) Anti-Glare Non-Touch,220 nits	391-BEZZ	-	2	-
DP Palmrest, No Fingerprint, No Smart Card, TBT	346-BFYV	-	2	-

Dual Pointing Backlit US English Keyboard with numeric keypad	583-BGWN	-	2	-
Intel AX201 2x2 + Bluetooth 5.1 Driver	555-BFNX	-	2	-
Intel Dual Band Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.1	555-BFNI	-	2	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCPF	-	2	-
90W 7.4mm EPEAT adapter	492-BCWW	-	2	-
E5 US Power Cord	450-AAEJ	-	2	-
Latitude 5511 Quick Start Guide	340-CPRR	-	2	-
No Carrying Case	460-BBEX	-	2	-
Dell Applications for Windows 10	658-BESS	-	2	-
MOD,SHP MTL,MCF,LAT,15,BH,MLK	328-BDKG	-	2	-
ENERGY STAR Qualified	387-BBNO	-	2	-
BTO Standard Shipment (VS)	800-BBQK	-	2	-
SSD Filler	750-ABKO	-	2	-
Latitude 5511 Bottom Door	321-BFKP	-	2	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Dell Limited Hardware Warranty	997-8317	-	2	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	2	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	2	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	2	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	2	-

		Quantity	Subtotal
Latitude 5320	**$1,451.55**	**13**	**$18,870.15**

Estimated delivery if purchased today:
Sep. 13, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5320 XCTO Base	210-AXXI	-	13	-
11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro)	379-BEHZ	-	13	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	13	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	13	-
I7-1185G7 Vpro, Intel Iris Xe Graphics, Thunderbolt, 32GB	338-BXVC	-	13	-
Latitude 5320 Assembly Base	338-BXVP	-	13	-
ME Disable Manageability	631-ACTX	-	13	-
32 GB, LPDDR4 SDRAM, 3200MHz (on board)	370-AFVW	-	13	-
M.2 512GB PCIe NVMe Class 40 Solid State Drive	400-BKSU	-	13	-
13.3" FHD 2-in-1 (1920x1080) Touch, Anti-Glare, GG6 DXC, HD Camera, 300 nits, WLAN	391-BFQC	-	13	-
Single Pointing Backlit US-English Keyboard	583-BHBS	-	13	-
Wireless Intel AX201 WLAN Driver	555-BGHB	-	13	-

Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	13	-
3 Cell 42Whr Long Life Battery (includes 3 year limited hardware warranty)	451-BCUX	-	13	-
65W Type-C Epeat Adapter	492-BCXP	-	13	-
Palmrest, No Security, Thunderbolt 4	346-BGUL	-	13	-
US Power Cord	537-BBBL	-	13	-
Quick setup guide worldwide 2-in-1	340-CTXM	-	13	-
ESTAR E-label	387-BBPH	-	13	-
Dell Optimizer	658-BEQP	-	13	-
DAO Mix Model 65W adapter (2IN1)	340-CTWZ	-	13	-
System Ship Info	640-BBJB	-	13	-
11th Generation Intel(R) Core(TM) i7 non-vPro Processor Label	389-DXDV	-	13	-
BTO Standard Shipment (VS)	800-BBQK	-	13	-
5320 2-in-1 Bottom Door	354-BBDL	-	13	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	13	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	13	-
Dell Limited Hardware Warranty	997-8317	-	13	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	13	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	13	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	13	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	13	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	13	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	13	-
			Quantity	**Subtotal**
Mobile Precision 3560		**$1,590.00**	**2**	**$3,180.00**

Estimated delivery if purchased today:
Aug. 18, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Mobile Precision Workstation 3560 CTO	210-AXWQ	-	2	-
Intel Core Processor i7-1165G7 (4 Core, 12MB Cache, 2.8 GHz up to 4.70 GHz Turbo, 17.5W)	379-BEHR	-	2	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	2	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	2	-
Intel Core Processor i7-1165G7 non-vPro with NVIDIA T500 2GB, TBT	329-BFEP	-	2	-
NVIDIA T500 2GB GDDR6	490-BGHE	-	2	-
Touch LCD Cover with WLAN capable	320-BEDH	-	2	-
Touch/Non-Touch LCD bezel + FHD IR Camera with Proximity + Mic	325-BDZG	-	2	-
15.6"FHD, 16x9, 1920x1080, 250 nit, WVA, 45% NTSC, 60Hz, Touch	391-BFPX	-	2	-
32 GB, 2x16 GB, DDR4, 3200MHz, Non-ECC, SODIMM	370-AFXS	-	2	-
M.2 2280 512 GB, Gen 3 PCIe x4 NVMe, Solid State Drive	400-BKTY	-	2	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	2	-

Palmrest, No Security, Thunderbolt 4	346-BGVS	-	2	-
Intel Wi-Fi 6 AX210 Wireless Card with Bluetooth 5.2	555-BGJL	-	2	-
4-cell 63 Whr Lithium Ion battery with ExpressCharge	451-BCSU	-	2	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	2	-
non-vPro Manageability	631-ACTC	-	2	-
ENERGY STAR Qualified	387-BBPI	-	2	-
E5 US Power Cord	537-BBBD	-	2	-
Wireless Intel AX210 WLAN Driver	555-BGTC	-	2	-
Packaging for 130W Adapter	340-CUJX	-	2	-
11th Gen Intel Core i7 non-vPro label	340-CUEQ	-	2	-
BTO Standard Shipment (VS)	800-BBGU	-	2	-
Quick Setup Guide for Mobile Precision 3560	340-CUEN	-	2	-
Bottom cover	354-BBDO	-	2	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-1061	-	2	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-1096	-	2	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	2	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-1142	-	2	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6066	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	2	-

		Quantity	Subtotal
Dell Adapter 90-Watt Type-C with 1M Power Cord, Cus Kit	**$45.91**	**1**	**$45.91**

Estimated delivery if purchased today:
Jun. 15, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Adapter 90-Watt Type-C with 1M Power Cord, Cus Kit	492-BCBK	-	1	-

		Quantity	Subtotal
Dell Essential Briefcase 15 (ES1520C)	**$19.67**	**16**	**$314.72**

Estimated delivery if purchased today:
Jun. 10, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Essential Briefcase 15 (ES1520C)	460-BCTK	-	16	-

		Quantity	Subtotal
Dell Stereo Soundbar – AC511M	**$31.00**	**21**	**$651.00**

Estimated delivery if purchased today:
Jul. 01, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Stereo Soundbar – AC511M	520-AAOT	-	21	-

		Quantity	Subtotal

Dell 27 Monitor - P2719H — $222.67 — 17 — $3,785.39

Estimated delivery if purchased today:
Jun. 11, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2719H	210-AQCS	-	17	-
Dell Limited Hardware Warranty	815-2491	-	17	-
Advanced Exchange Service, 3 Years	815-2492	-	17	-

Dell 24 Monitor - P2419H — $175.79 — 35 — $6,152.65

Estimated delivery if purchased today:
Jul. 12, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2419H	210-AQDX	-	35	-
Dell Limited Hardware Warranty	814-5380	-	35	-
Advanced Exchange Service, 3 Years	814-5381	-	35	-

Dell USB-C Mobile Adapter – DA310 — $65.59 — 12 — $787.08

Estimated delivery if purchased today:
Jun. 10, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell USB-C Mobile Adapter – DA310	470-AETL	-	12	-

Dell Pro Wireless Keyboard and Mouse – KM5221W — $31.23 — 28 — $874.44

Estimated delivery if purchased today:
Jun. 11, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Wireless Keyboard and Mouse – KM5221W	580-AJIS	-	28	-

Dell Dock- WD19S 130w Power Delivery 180w Power Supply — $212.79 — 21 — $4,468.59

Estimated delivery if purchased today:
Jul. 01, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Dock – WD19S 130w Power Delivery – 180w AC	210-AZBM	-	21	-
Advanced Exchange Service, 3 Years	824-3984	-	21	-
Dell Limited Hardware Warranty	824-3993	-	21	-

Dell 34 Curved USB-C Monitor - P3421W, 86.5cm (34") — $554.31 — 9 — $4,988.79

Estimated delivery if purchased today:
Jul. 16, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 34 Curved USB-C Monitor - P3421W, 86.5cm (34")	210-AXQC	-	9	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Advanced Exchange Service 3 Years	844-1960	-	9	-
Dell Limited Hardware Warranty	844-1966	-	9	-

		Quantity	Subtotal
Dell MS116 Wired Mouse and Keyboard Combo	**$25.43**	**9**	**$228.87**

Estimated delivery if purchased today:
Jun. 10, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell MS116 Wired Mouse and Keyboard Combo	203-BBGT	-	9	-

		Quantity	Subtotal
OptiPlex 7090 Small Form Factor	**$867.15**	**24**	**$20,811.60**

Estimated delivery if purchased today:
Jul. 16, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7090 Small Form Factor XCTO	210-AYVL	-	24	-
Intel Core i5-10505 (6 Cores/12MB/12T/3.2GHz to 4.6GHz/65W); supports Windows 10/Linux	338-BZOV	-	24	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	24	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	24	-
Dell Data Protection Encryption Personal Digital Delivery	421-9984	-	24	-
Dell ProSupport for Software, Dell Data Protection Encryption Personal, 1 Year	954-3455	-	24	-
16GB, 1X16GB, DDR4 non-ECC Memory	370-AGIY	-	24	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	24	-
M.2 22x30 Thermal Pad	412-AAQT	-	24	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	24	-
No Additional Hard Drive	401-AANH	-	24	-
NO RAID	817-BBBN	-	24	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	24	-
OptiPlex 7090 SFF with 200W (BRZ), BCC, DAO, Supports up to 8 Core Processors	329-BFNX	-	24	-
System Power Cord (Philipine/TH/US)	450-AAOJ	-	24	-
DVD+/-RW Bezel	325-BDSH	-	24	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	24	-
CMS Essentials DVD no Media	658-BBTV	-	24	-
No Media Card Reader	379-BBHM	-	24	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	24	-
No Stand Option	575-BBBI	-	24	-
No Additional Cable Requested	379-BBCY	-	24	-
No Additional Add In Cards	382-BBHX	-	24	-
No Additional Video Ports	492-BCKH	-	24	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English	580-AJJG	-	24	-
Mouse included with Keyboard	570-AADI	-	24	-

No Cable Cover	325-BCZQ	-	24	-
Dell Optimizer	658-BEQP	-	24	-
ENERGY STAR Qualified	387-BBLW	-	24	-
Dell Watchdog Timer	379-BEKK	-	24	-
Quick Setup Guide 7090 SFF	340-CVQT	-	24	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	24	-
Shipping Material for SFF (DAO)	340-CQYR	-	24	-
Shipping Label for DAO,BRZ	389-BBUU	-	24	-
Regulatory Label for OptiPlex 7090 SFF 200W, DAO	389-DZGS	-	24	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	24	-
Desktop BTO Standard shipment	800-BBIO	-	24	-
Speaker for Tower and SFF	520-AARD	-	24	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	24	-
No Out-of-Band Systems Management	631-ACXG	-	24	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	24	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	24	-
ProSupport Plus: Accidental Damage Service, 3 Years	812-3926	-	24	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	812-3927	-	24	-
ProSupport Plus: Next Business Day Onsite 3 Years	812-3928	-	24	-
ProSupport Plus: 7x24 Technical Support, 3 Years	812-3929	-	24	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	24	-

		Quantity	Subtotal
OptiPlex 7490 AIO Estimated delivery if purchased today: Aug. 27, 2021 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$1,166.18**	**1**	**$1,166.18**

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 7490 All-in-One XCTO	210-AYVV	-	1	-
Intel Core i5-10505 (6 Cores/12MB/12T/3.2GHz to 4.6GHz/65W); supports Windows 10/Linux	338-BZOV	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Dell Data Protection Encryption Personal Digital Delivery	421-9984	-	1	-
Dell ProSupport for Software, Dell Data Protection Encryption Personal, 1 Year	954-3455	-	1	-
16GB (1x16GB) DDR4 non ECC memory	370-AFWB	-	1	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	1	-
Thermal Pad	412-AALV	-	1	-
Screw for M.2 SATA SSD	773-BBBJ	-	1	-
NO RAID	817-BBBN	-	1	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1	-
7490 AIO 23.8" FHD 1920x1080 IPS Touch Anti-Glare,IR Camera, IntegratedGraphics, Bronze 160w PSU DAO	329-BFNQ	-	1	-

System Power Cord (Philipine/TH/US)	450-AAOJ	-	1	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	1	-
OptiPlex All-in-One Height Adjustable Stand, All-in-One	575-BBRF	-	1	-
No Additional Cable Requested	379-BBCY	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English	580-AJJG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
No Cable Cover	325-BCZQ	-	1	-
Dell Optimizer	658-BEQP	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Dell Watchdog Timer	379-BEKU	-	1	-
Quick Setup Guide 7490	340-CVFN	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material for Fixed Stand / Height Adjustable Stand OptiPlex AIO (DAO)	340-CRJB	-	1	-
Shipping Label for DAO,BRZ	389-BBUU	-	1	-
FCC statement label AIO	389-DVDQ	-	1	-
Regulatory Label for OptiPlex 7490 AiO integrated graphics confiq (FSJ)	389-DZDM	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
No Out-of-Band Systems Management	631-ACVY	-	1	-
OptiPlex All-in-One Touch Panel	391-BDPU	-	1	-
No External ODD	429-ABGY	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
Dell Limited Hardware Warranty Plus Service	997-6870	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-6939	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-6949	-	1	-
ProSupport Plus: Next Business Day Onsite 3 Years	997-6959	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-6979	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-

		Quantity	Subtotal
Precision 3650 Tower	**$1,547.20**	**3**	**$4,641.60**

Estimated delivery if purchased today:
Jun. 18, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
11th Generation Intel Core i7-11700, 16 MB Cache, 8 Core, 2.5 GHz to 4.9 GHz	338-BZKL	-	3	-
HEATSINK for 65W CPU	412-AAWJ	-	3	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	3	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	3	-
Precision 3650 Tower with 460W up to 90% efficient (80 Plus Gold) PSU, Advanced Front I/O, with SD card reader	321-BGKT	-	3	-
32GB (2x16GB) DDR4 UDIMM non-ECC Memory	370-AGEH	-	3	-

AMD Radeon Pro W5500, 8GB, 4 DP (Precision 3650T)	490-BGOB	-	3	-
C1: M.2 SSD Boot + Optional M.2 SSD (No SATA HDD)	449-BBWL	-	3	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BLQY	-	3	-
Thermal Pad 3640	412-AATT	-	3	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	3	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	3	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABDW	-	3	-
Bezel ODD	429-ABKQ	-	3	-
CMS Essentials DVD no Media	658-BBTV	-	3	-
Intel Management Engine disabled	631-ACWK	-	3	-
Dell KB216 Wired Keyboard English	580-ADJC	-	3	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Dell Precision TPM	340-ACBY	-	3	-
92mm Front Cooling Fan, Precision 36xx	384-BCVH	-	3	-
US Power Cord	450-AHDU	-	3	-
Quick setup guide, Precision 3650	340-CVFC	-	3	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	3	-
Ship material - EPEAT Certification	340-COYI	-	3	-
460W Gold PSU label	389-DYMM	-	3	-
11th Gen Intel Core i7 non-vPro label	340-CUEQ	-	3	-
Internal Speaker for Precision 3650	520-AASQ	-	3	-
No External ODD	429-ABGY	-	3	-
No Stand included	575-BBCH	-	3	-
No Additional Cable Requested	379-BBCY	-	3	-
Dell Premier Color 6.0	640-BBSH	-	3	-
Precision 3650 Tower CTO BASE	210-AYSV	-	3	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	3	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-2859	-	3	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-2868	-	3	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-2877	-	3	-
ProSupport Plus: Next Business Day Onsite, 3 Years	997-6820	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	3	-

Subtotal:	**$92,982.28**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$92,982.28**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Commissioners Court - Regular Session **20.**

Meeting Date: 06/15/2021

TIPS #191002 Wilco Justice Center Handicap Parking Canopy Demolition

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Building Abatement Demolition Co. Inc. (BAD) to provide the removal and proper disposal of one (1) handicap parking canopy located at the Wilco Justice Center in the amount of $9,800.00 per the terms of TIPS Contract #191002 and authorizing execution of the agreement.

Background

This agreement includes the removal and proper disposal of one **(1)** canopy located onsite. Scope to include the removal of the roof, metal frame structure, brick columns and bases at the Wilco Justice Center located at 305 W. 4th Street, Georgetown TX. Department point of contact is Angel Gomez. Funding Source 01.100.0409.004987 budgeted in FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/10/2021 10:41 AM
County Judge Exec Asst.	Andrea Schiele	06/10/2021 10:57 AM
Form Started By: Kim Chappius		Started On: 06/08/2021 02:55 PM
Final Approval Date: 06/10/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
DEMOLITION OF PARKING CANOPY AT
305 W. 4TH STREET, GEORGETOWN, TEXAS
WITH
BUILDING ABATEMENT DEMOLITION COMPANY, INC.
TIPS CONTRACT #191002

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter "The County")**, a political subdivision of the State of Texas, acting herein by and through its governing body, and the Building Abatement Demolition Company, Inc. **(hereinafter "Service Provider")**, 1621 CR 269 Leander, Texas, 78641, office number 512-778-6069, The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

As described in the attached Statement of Work/Quote, dated May 27, 2021, which is designated Exhibit "A" and incorporated herein

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

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $12,250.00 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.

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

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

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

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

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

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

V.

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

A. As described in the attached Statement of Work Proposal/Quote, dated May 27, 2021, which is incorporated herein as if copied in full;

B. TIPS Contract No. 191002

C. Any required insurance certificates evidencing required coverages.

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

VI.

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

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM

OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract

and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:	SERVICE PROVIDER:
	Building Abatement Demolition Company, Inc.
_____	Chris Moreo
Authorized Signature	Authorized Signature
_____	Chris Moreo
Printed Name	Printed Name
Date: _____	Date: 06/10/2021

Exhibit(s)
Statement of Work/Quote, dated May 27, 2021

BUILDING ABATEMENT DEMOLITION COMPANY, INC.

MAY 27, 2021

Reference: (TIPS Contract #191002) Proposal for the Demolition of a Canopy at 305 W. 4th Street Georgetown, Texas.

In accordance with your request Building Abatement Demolition Company, Inc. is pleased to submit the proposal pricing to furnish labor, equipment and materials needed for the demolition at the above-mentioned project.

SCOPE OF WORK:

- Removal and proper disposal of **(1)** canopy located onsite. Scope to include the removal of the roof, metal frame structure, brick columns and bases

Lump Sum Bid: **$ 9,800.00**

Exclusions:
Cutting/Capping of any Utilities or make safe
Permits/Fees
Any Concealed Conditions

BID NOTES AND CLARIFICATIONS:

- This proposal is good for sixty- (60) days from the date of this proposal.
- Lump sum price includes all labor, supervision, material, equipment, waste hauling and disposal, overhead, profit, payroll taxes, General liability insurance and Workers compensation.
- It will be the owner's responsibility to remove all non-stationary items such as tools, supplies, furniture and equipment to be salvaged or reused prior to any demolition activities.
- Owner will supply all water and electricity needed throughout the demolition portions of the project.
- Provide transportation and disposal of all debris to an approved landfill by an insured and licensed hauler.

AUSTIN OFFICE 1621 CR 269 LEANDER, TX. 78641 OFFICE 512-778-6069
CHRIS@BADCOMPANY-INC.COM

- Removal and clean up will be in accordance with all federal, state and local regulations that are specifically applicable to this job and are in effect at the time of this proposal.
- Building Abatement Demolition Company, Inc. does not hereby assume responsibility nor indemnify the general contractor and / or owner for their sole negligence. In the event of concurrent negligence, Building Abatement Demolition Company, Inc. indemnity will apply to the extent of Building Abatement Demolition Company, Inc. negligence.

TERMS:

The terms of payment of the material, equipment and labor based on the original scope of work described herein will be due: Net 30 Days

We sincerely appreciate the opportunity to submit this proposal and look forward to being of other service on this project.

Sincerely;

Building Abatement Demolition Company, Inc.

Chris Moreau

VP OPERATIONS

ACCEPTED BY:

SIGNATURE DATE

AUSTIN OFFICE 1621 CR 269 LEANDER, TX. 78641 OFFICE 512-778-6069

CHRIS@BADCOMPANY-INC.COM

Commissioners Court - Regular Session **21.**

Meeting Date: 06/15/2021

Hejl Lee & Assoc T2448 WA1 CR 255 - CR 289

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of $149,920.00 to expire March 8, 2022 under Williamson County Contract for Engineering Services between Hejl, Lee & Associates, Inc. and Williamson County dated March 23, 2021 for CR 255/CR 289 (CR 254 to Ronald Reagan Blvd). Funding source: P546

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hejl Lee & Assoc T2448 WA1 CR 255 - CR 289

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/09/2021 10:41 AM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:23 PM
Form Started By: Vicky Edwards		Started On: 06/01/2021 04:02 PM
Final Approval Date: 06/09/2021		

WORK AUTHORIZATION NO. *1*

For

Schematic Design, Drainage Study, & Cost Estimate

PROJECT: CR255/CR289 (CR254 TO RONALD REAGAN BLVD.)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 23, 2021** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and **Hejl, Lee & Associates, Inc.** (***the "Engineer"***).

Part 1. The ***Engineer*** will provide the following engineering services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$149,920.00**.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate **March 8, 2022.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 2021.

ENGINEER:
Hejl, Lee & Associates, Inc.

By:_____
Signature

DANIEL P. HEJL
Printed Name

Principal
Title

COUNTY:
Williamson County, Texas

By:_____
Signature

_____
Printed Name

County Judge
Title

LIST OF ATTACHMENTS

Attachment A – Services to be Provided by County
Attachment B – Services to be Provided by Engineer
Attachment C – Work Schedule
Attachment D – Fee Schedule

6/1/2021

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
CR 255

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners.

4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

8. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

9. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

10. Post and maintain project information for public consumption on the County website.

11. Assist with Coordination between the Engineer and the County's other consultants.

12. Negotiate with all utility companies for any agreements and/or relocations required.

13. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT "B"

SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER

SCHEMATIC DESIGN & DRAINAGE STUDY
FOR
CR 255/CR 289 FROM CR 254 TO RONALD REAGAN BOULEVARD
TO CONFIRM ROW FOOTPRINT & PREPARE COST ESTIMATE
FOR
INTERIM TWO LANE DIVIDED ROAD SECTION
AND
ULTIMATE SIX LANE CURB & GUTTER DIVIDED ROAD SECTION

I. PROJECT SUMMARY

Williamson County has requested that Hejl, Lee & Associates, Inc. (HLA) provide engineering services pertaining to CR 255/CR 289 Arterial Road Improvement Project from Ronald Reagan Boulevard on the east heading west to the intersection with existing CR 254. Said services will include design schematic for the interim and ultimate road section. The approximate length of the project is 3 miles. The schematic plans will provide for an interim two lane divided road section with bar ditch for stormwater management. The ultimate road section will provide for a six-lane divided curb and gutter road section. The proposed roadway right-of-way is 136'. Williamson County provided a preliminary roadway alignment plan for use on this project. The following is a more detailed description of the specific scope.

II. GENERAL-PROJECT MANAGEMENT

A. Coordination with the Owner, Program Manager and sub-consultant will include all coordination, correspondence, telephone conversations, emails, meetings, schedule updates, etc
B. Engineer shall be responsible for securing and coordinating the Hydraulics and Hydrologic (H&H) consultant for the project. Miller-Gray, LLC has been selected to perform H&H services for this project.
C. Prepare monthly progress reports, update schedules, conduct and coordinate progress meetings with General Engineering Consultant (GEC/HNTB). It is anticipated that the schematic phase will take approximately six (6) months to complete. Therefore, the budget will consider 2 hours for preparing for and conducting up to six meetings which includes the initial project kickoff/coordination meeting.

III. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PLAN

HLA will prepare a Qa/Qc plan and submit to County within 30 days of the notice to proceed. For each deliverable submitted, HLA will include evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with the submitted Qa/Qc plan. HLA will provide continuous Qa/Qc throughout the duration of the project.

IV. ROUTE AND DESIGN STUDIES

A. Perform record search and obtain existing information, including but not limited to: as-built plans, construction plans, OSSF records, right of way maps, studies, future land use maps, floodplain data, floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting roadways (as available). Obtain drainage studies, reports and mapping for the project area, including reports for developments affecting the drainage area (as available).

B. Conduct a field reconnaissance of the proposed roadway alignment and the surrounding areas to determine field conditions including photographic record of notable existing features.

C. Analyze and identify project-specific design criteria (typical sections, design speed , functional classification, geometric criteria) in accordance with the Williamson County design criteria manual. Prepare a design summary form for the interim and ultimate road sections, submit to HNTB, and update per comments.

V. TRAFFIC EVALUATIONS AND PROJECTIONS

NOT INCLUDED

VI. PRELIMINARY HYDROLOGIC AND HYDRAULIC STUDY

A. Prepare Project Area Drainage Map & Identify Drainage Basins

1. Using available elevation data (Williamson County LIDAR) prepare a drainage area map for each drainage basin within the proposed project improvement area, develop a computer model for the existing condition and perform a model run using 2, 5-, 10-, 25- and 100-year storm events San Gabriel River Atlas 14 rainfall intensity data as published in the Williamson County Subdivision Regulation manual.
2. Using the above model results, evaluate drainage structure options, select the preferred drainage structure (RCP/RBC/Etc.) and prepare a schematic road and drainage profile/elevation section. Include consideration of drainage flow from parallel and/or side tributary conditions that may require channelization improvements.
3. Prepare and perform a model run with the proposed road and drainage schematic section/elevation including possible side tributary conditions that may need to be considered for improvement and evaluate results paying particular attention to adverse impacts such as backwater condition, erosion potential, etc.
4. Summarize and document the findings and recommendations including the need to acquire additional right-of-way, drainage easement, etc.

VII. SCHEMATIC SUBMITTAL

A. General

1. Submittal will include a "Title Plate" on both ends of the schematic roll with project description, County name and logo, precinct number, project name, roadway name and limits, project length, bridge length (if applicable) and project description.
2. Road classification, design speed in miles per hour (no traffic data to be provided for this phase) and design summary form.

B. Layout

1. Proposed and existing project features are shown with appropriate labels.
2. Begin and end project limits with stations.

C. Typical Road Sections

1. Existing typical section including right-of-way (ROW), lane widths, lane direction, etc. will be shown as per drawing provided to HLA by HNTB.
2. Proposed typical section including ROW, lane widths, lane direction, shoulders, C&G, border width, horizontal control, design values, minimum design values, and station limits for all roadways for interim and ultimate roadway sections will be included.
3. Control point for the profile grade line (PGL) will be shown.
4. Project baseline and roadway centerline locations will be shown.
5. Cross slopes in percent (%)on roadway and shoulders will be shown.
6. Side slopes as a ratio (H:V) on all other segments such as interim section bar ditches will be shown.

D. Schematic Plan

1. Existing roadway and features will be shown as per the drawing provided to HLA by HNTB.
2. Applicable municipal boundaries/jurisdictions will be identified and shown, water bodies including name of water body (if it is an identifiable water body) and existing street/roadway intersection names will be shown.
3. Provide a beginning and ending project notation and stations to cover all proposed work.
4. Provide alignment with baseline stationing and label every 100', show proposed horizontal curve information, point of intersection data (as applicable), bearings, equation stations, and critical points such as PT's, PC's and PI's, etc.
5. Verify that minimum design standards are satisfied. If they cannot be satisfied, request a variance from the minimum design standards with HNTB.
6. Show intersection data (stations, edge of pavement radius, etc.) of all proposed driveways and connecting roadways. Per the concept alignment and ROW plan provided by HNTB, there will be the need to install new driveways and intersections based on the intent to straighten the existing roadway alignment. The proposed roadway and new driveway intersections will be evaluated as best as possible considering the exact intersections particularly for new driveways may only be finally determined during the final design phase and after ROW acquisition.
7. Show existing and proposed ROW and recommended permanent easement lines and widths at each break within the project limits. For this schematic phase, HNTB has provided a conceptual alignment and ROW limits map. HLA will be tasked to verify that the conceptual alignment and ROW as provided is adequate or if based on HLA's opinion, the alignment and/or ROW requires amendments.
8. Show proposed pavement (lane and shoulder) widths & cross slopes at all break points & transitions, land direction arrow, proposed curb, etc.
9. Show proposed drainage structures, number locations, provide quantity and size of structure recommended. Prepare a table of drainage structures and summarize size, quantity, station location and sheet number on the table.

10. Show locations, type, limits and/or lengths of proposed roadway elements with appropriate notation. Present interim phase improvement by shading on the ultimate section plan roll.

E. SCHEMATIC PROFILE

1. Provide stations and elevations.
2. Show PGL and existing ground elevations with elevations at 50' shown to the nearest 2 decimal places.
3. Show vertical alignment data (grades in percent (%) to 2 decimal places, VPI station, elevation, curve length, K-value, begin and end curve station, elevation, etc.
4. Show all proposed drainage structures.
5. Existing utilities will not be shown at this time.
6. Ensure minimum K-values are met.

F. COST ESTMATES

1. Perform quantity take-off based on interim and ultimate schematic plans.
2. Perform preliminary engineer's opinion of probable cost estimate for the interim and ultimate road improvements.

G. BRIDGE TYPICAL SECTIONS – NONE ARE PROPOSED AT THIS TIME

H. COMPLETE SCHEMATIC DESIGN AND SUBMITTAL REQUIREMENTS

- Submit 1 electronic copy of each item listed below in PDF format (not zipped) unless otherwise specified to ProjectWise
- Electronic design files zipped (compiled utilizing "Packager" utility in CAD)
- Submit 4 hardcopies of each item listed below including the schematic plan checklist unless otherwise specified:

Schematic Roll Plot – Ultimate w/Interim Shaded
Design Summary Form
Design Schedule
Construction Cost Estimate
Construction Time Determination
Drainage Report and zipped Drainage Models

ATTACHMENT "C"

WORK SCHEDULE

The proposed professional services will be performed in a timely manner pursuant to the tasks and milestones identified in the scope of work (Exhibit "B"). The proposed Schematic Design & Drainage will be proceeded in accordance with the following milestones and associated projected schedule:

• **Notice to Proceed**	**June 02, 2021**
• Prepare for and attend kick-off meeting	Week of June 07, 2021
• Prepare and submit Qa/Qc plan	Week of June 14, 2021
• Gather available documents	June 03 to June 18, 2021
• Prepare schematic plan for ultimate road section	June 21, 2021 to July 30, 2021
• Perform H&H & Evaluate Model Results	June 21, 2021 to July 30, 2021
• Update schematic based on Model Results	August 02, 2021 to September 03, 2021
• Perform detention pond evaluation	September 06, 2021 to October 01, 2021
• Update schematic to include detention pond Locations, approx. size, etc.	October 04, 2021 to October 22, 2021
• Prepare traffic construction conceptual schematics for Interim and ultimate road sections including roll plot to include roadway intersections	October 25, 2021 to November 19, 2021
• Prepare opinion of probable construction cost estimates for interim and ultimate road sections include estimate of construction time	November 22, 2021 to December 03, 2021
• Prepare all documents for final submittal including electronic and hard copy format	Week of December 06, 2021

ATTACHMENT D - FEE SCHEDULE

The proposed fee for this assignment will be based on the Standard Hourly Rate as agreed to in the engineering services agreement between ***Engineer*** and the ***County***, with a Not to Exceed Maximum Amount. The proposed fee from ***Engineer*** and its sub-consultant are summarized as follows:

Hejl, Lee & Associates, Inc.	$ 75,000.00
Miller Gray, LP	74,920.00
Total Fee for Design & Bidding Phases	**$149,920.00**

For services described in the Scope of Services (Exhibit B), the compensation for each associated tasks by the Engineer and its consultant are detailed on the following pages. The hourly rate based on each firm's labor classifications are presented on the following section.

HEJL, LEE & ASSOCIATES, INC.
WILLIAMSON COUNTY - COUNTY ROAD 255 IMPROVEMENTS
FROM CR 254 TO RONALD REAGAN BLVD.
AUTHORIZATION NO. 1 - SCHEMATIC DESIGN, DRAINAGE STUDY, & COST ESTIMATE
ESTIMATED MAN-HOUR & ASSOCIATED FEES

HLA Project No. **37002**

Prepared: **5-26-2021**

TASKS	MAN-HOUR BY CLASSIFICATION					
	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	CAD TECHNICIAN	ADMINISTRATIVE ASSISTANT
II. PROJECT MANAGEMENT & COORDINATION						
A. Coordinate with County, GEC, & recordkeeping	1	3	8	6		3
B. Coordinate with H&H consultant	1	2	6	6		2
C. Monthly progress status reports	1	2	6	6		4
III QUALITY ASSURANCE & QUALITY CONTROL (QAQC)						
Perform QAQC review & address comments	2	4	8	8	6	1
IV ROUTE & DESIGN STUDIES						
A. Record search & review			3	8	6	2
B. Field reconnaissance		1	4	3		
C. Analyze & identify design criteria	1	1	3	4	1	1
VI PRELIMINARY HYDROLOGIC & HYDRAULIC STUDY						
To be performed by Miller Gray (See attached manhour breakdown)						
VII SCHEMATIC SUBMITTAL						
A. General						
1. Title page & general project description		1	1	2	2	1
2. Design summary form	1	1	1	2	2	1
B. Layout						
1. Label project features- exiting & proposed	1	1	2	2	4	1
2. Design summary form	1	1	2	3	4	1
C. Typical sections						
1. Existing typical sections			1	3	3	
2. Proposed typical sections		1	2	3	4	
3. Control points for PGL			2	3	4	
4. Project baseline & roadway center line			2	4	4	
5. Cross slope of roadway & shoulder		1	2	3	4	
6. Side slope of bar ditches			2	3	4	
D. Schematic Plan						
1. Existing roadway features	1	1	1	3	4	
2. Jurisdiction boundaries & watershed	1	1	2	3	4	1
3. Beginning & ending of project limits	1	1	2	3	4	
4. Horizontal alignment, PC, PI, & PT	1	1	3	6	12	
5. Minimum design standard & variance	1	1	2	4	4	1
6. Intersection with cross streets & driveways	1	2	3	6	8	1
7. Verify ROW & easements	1	2	3	6	4	1

HEJL, LEE & ASSOCIATES, INC.
WILLIAMSON COUNTY - COUNTY ROAD 255 IMPROVEMENTS
FROM CR 254 TO RONALD REAGAN BLVD.
AUTHORIZATION NO. 1 - SCHEMATIC DESIGN, DRAINAGE STUDY, & COST ESTIMATE
ESTIMATED MAN-HOUR & ASSOCIATED FEES

HLA Project No. **37002**

Prepared: **5-26-2021**

TASKS	MAN-HOUR BY CLASSIFICATION					
	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	CAD TECHNICIAN	ADMINISTRATIVE ASSISTANT
8. Pavement width, cross slope, curb	1	1	3	6	4	
9. Drainage structures	1	2	3	6	6	1
10. Roadway elements & phasing	1	1	3	4	4	1
E. Schematic Profile						
1. Station & elevations		1	2	4	8	
2. PGL & exist. grade at 50' intervals		1	2	6	12	
3. Vertical grade, k-value, PVC, PVI, PVT		1	3	4	8	
4. Drainage structure in profile	1	2	3	6	10	
6. K-value conformance			1	2	2	
F. Cost Estimates						
1. Quantity take-off	1	1	2	8	10	
2. Cost estimate for interim & ultimate	1	1	3	8	8	
H. Schematic design submittal		1	2	2	4	1
TOTAL HOURS	**22**	**40**	**98**	**156**	**164**	**24**
HOURLY RATE	$215.00	$200.00	$160.00	$145.00	$125.00	$90.00
FEE	**$4,730.00**	**$8,000.00**	**$15,680.00**	**$22,620.00**	**$20,500.00**	**$2,160.00**

TOTAL PROFESSIONAL FEES	**$73,690.00**
REIMBURSABLE (Reproduction and printing)	1,310.00
TOTAL FEE THIS AUTHORIZATION (NO. 1)	**$75,000.00**

Hejl, Lee & Associates, Inc.
Williamson County CR 255 Improvements
FEE ESTIMATE
May 27, 2021

MillerGRAY
Consulting. Engineering. Infrastructure

Task No.	Task Description	Principal / Sr. Engineer	Project Manager / Engineer	Engineering Staff (EIT)	Sr. CAD Designer	CAD Designer	CAD Technician	Administrative	Total Task Cost
		$180	$135	$100	$105	$90	$80	$50	
VI.A	**Preliminary H&H Study**								
1	Existing Hydrologic & Hydraulics Study	10	60	215	10	24			$ 34,610
2	Evaluate Drainage Structures (crossings and ponds)	10	60	150	8	40			$ 29,340
3	Proposed Hydrualic and Hydraulics Study	4	16	20					$ 4,880
3	Summary Technical Memo	4	10	20	4	10		4	$ 5,590
	Task VI.A Subtotal	**28**	**146**	**405**	**22**	**74**	**0**	**4**	**$ 74,420**
	TOTAL ALL TASKS (BASE SERVICES)	**28**	**146**	**405**	**22**	**74**	**0**	**4**	**$ 74,420**

Reimbursable Expense Allowance	$	500
TOTAL FEE	**$**	**74,920**

Commissioners Court - Regular Session **22.**

Meeting Date: 06/15/2021

Walker 2586 WA3 SA1 CR 255 - CR 289

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated May 19, 2020 for CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.) Survey. Funding source: P546

Background

This supplemental is to decrease the maximum amount payable to $79,225.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker 2586 WA3 SA1 CR 255 - CR 289

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/09/2021 10:41 AM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:22 PM
Form Started By: Vicky Edwards		Started On: 06/08/2021 04:13 PM
Final Approval Date: 06/09/2021		

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
TBPLS Firm Number 10103800

June 8, 2021

Mr. Randy Ehresman, PE
Williamson County Road Bond Program, HNTB Corporation
101 East Old Settlers Boulevard, Suite 100, Round Rock, TX 78664

PSA: HNTB Surveying Services For Road & Bridge SWA#1 to WA # 3

HIGHWAY: CR 255 Topo

LIMITS: Proposed ROW Topo per attached map (Exhibit E) along CR 255 (approximately 16000 Centerline Linier Feet) from Ronald W. Reagan to CR 254 including 100' each roadway direction at tie in's (approx. 16000 Centerline LF)..

Mr. Ehresman,

Walker Texas Surveyors, Inc. (WTS) is pleased to submit this proposal to your office for Professional Land Surveying Services to produce Topographic and Parcel acquisition Exhibits that are necessary to complete the referenced project in Williamson County, Texas.

We propose to complete this project on a time and materials basis in accordance with our existing contract with Williamson County. We will begin work immediately upon notice to proceed from your office per the details herein.

This proposal was developed using information provided (right-of-way maps, digital files, etc.) that we have on file, information that we received from you and various other sources, as well as our visit to the project site.

WTS will deliver the digital files, survey data files and hard copies of the survey, as described in this proposal, within budgeted time frame agreed upon in attached Exhibit C.

Thank you for the opportunity to provide this proposal and fee estimate. Please contact me with any questions or comments you may have.

Sincerely,

Charles G. Walker
Registered Professional Land Surveyor

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _3___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 255/CR 289 (CR254 to Ronald Reagan Blvd.) Survey

This Supplemental Work Authorization No. _1__ to Work Authorization No. _3___ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyors, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _3___ dated effective May 25, 2021 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the Firm that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby decreased from **$194,370.00** to **$79,225.00**. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: _____ Signature	By: _____ Signature
Charles G. Walker Printed Name	Bill Gravell, Jr. Printed Name
Vice President Title	Williamson County Judge Title
6/08/2021 Date	_____ Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

6/8/2021

ATTACHMENT A

SERVICES PROVIDED BY THE COUNTY

1. Provide the specification requirements for all surveys and provide CAD file of supplied pdf (20201026_CR255_Exhibit.pdf) with proposed centerline of propose ROW alignment as well as anticipated Parcels to be acquired.
2. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
3. Designate a project manager to serve as the Counties point of contact with the Surveyor.
4. Provide Aluminum caps for Iron Rods, if applicable.
5. Provide Brass Disc's for flush mount ROW markers, if applicable.

ATTACHMENT B

SERVICES PROVIDED BY THE SURVEYOR

SCOPE OF SERVICES AND FEE ESTIMATE
CR 255/CR 289, WILLIAMSON COUNTY, TEXAS – DESIGN TOPOGRAPHIC SURVEY

DETAILED LIMITS OF PROJECT: Walker Texas Surveyors, Inc. (WTS) proposes to provide the following surveying services to Williamson County, Texas

- Proposed ROW Topo per attached map (Exhibit E 20201026_CR255_Exhibit.pdf) along CR 255 from Ronald W. Reagan to CR 254 including 100' each direction at tie in's.

RIGHT-OF-ENTRY (ROE)

- No ROE tasks are included in this scope of services and WTS will coordinate with project manager for access details.

HORIZONTAL and VERTICAL CONTROL

- Walker Texas Surveyors (WTS) will rectify to existing survey control performed previously by WTS. WTS will expand and increase as needed to acquire necessary data. (6 TO 8 total monuments expected)

- Walker Texas Surveyors (WTS) will report in State Plane Coordinate System, Central Zone NAD 83 for Horizontal and NAVD 88 (Geoid 2019) for Vertical.

- One pair of Project Control Points will be set on each end of the project and placed in a position that will best insure long term survival. If ground conditions will not allow for standard utilized monumentation WTS will opt for another suitable monument that will be permanent in nature and acceptable to project manager. Additional points may be set along project corridor (as needed).

FIELD SURVEY – TOPOGRAPHIC SURVEY

- WTS will densify the previously established Primary Control, as needed to complete this scope of services, by utilizing Network GPS, RTK GPS, Robotic and Conventional surveying methods.

- WTS will establish proposed ROW along the project roadway per CAD alignment info as provided by Wilco project manager to relate all topographic data. Any problems encountered in establishing and/or associating this data will be immediately brought to the attention of Wilco project manager for other solutions.

- Topographic Survey will include spot elevations and break lines sufficient to generate 1' contour intervals within the project limits. The point cloud will extend 25' outside the proposed ROW in order to insure accuracy of the contours.

ATTACHMENT B (Continued)

SERVICES PROVIDED BY THE SURVEYOR

- Locate any visible culverts, utilities within the site including inverts (flow lines) of accessible (unbolted) Storm Sewer, Wastewater manholes and all observed utility apparatus is located within the site. Digital photos of any unique and/or non-typical apparatus will be provided as part of the deliverables. No utility research is included.
- Locate all driveways and/or streets within the limits of the project area.
- No trees are included in this task however, any notable trees observed will be brought to the attention of the project manager.
- WTS will quality check the project using field survey, published LiDAR as well as other reliable sources to insure accuracy and completeness.
- WTS will provide project manager with report weekly with project progress.

PRODUCTION OF SURVEY DELIVERABLES

- WTS will use provided proposed ROW map providing the data collected along the Project corridor in the Field Survey to produce a digital AutoCAD or MicroStation dgn and/or LandXML file(s) showing survey results along the current CR 255. Survey field notes and supporting electronic data will be made available upon request or as stated above.
- WTS will include the Primary Control Network callouts.
- WTS will deliver the specified files stated above upon completion of this project.

COMPENSATION

The above scope of services will be performed on a time and materials basis according to the contract rates and is estimated for a budget of **$ 79,225.00** (detailed on the attached Exhibit D, Fee Spreadsheet). The stated budget will not be exceeded without prior written authorization.

ATTACHMENT C

WORK SCHEDULE

Work schedules will be developed prior to Notice-to-Proceed (NTP) and submitted to the County in the form of a Memorandum of Understanding. Should the schedule be acceptable, a written NTP will be delivered to Surveyor.

Anticipated NTP: **June, 2021**

Anticipated Field Start: **within 2 weeks of NTP**

Anticipated Delivery of Topographic Survey: **4 months from NTP**

Wilco Work Authorization for Surveying Services for Road & Bridge
HNTB SWA#1 to WA#3 = WTS Project # 075054 CR 255
CR 255 ROW Design Topo in Andice/Florence Area
COUNTY: Williamson
LIMITS: Along CR 255 Apx 16000' LF - Ronald Reagan Blve to CR 254

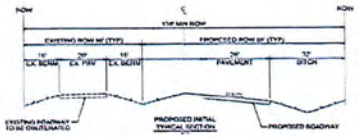
Walker Texas Surveyors, Inc.
P. O. Box 324
Cedar Park, TX 78630
512/259-3361

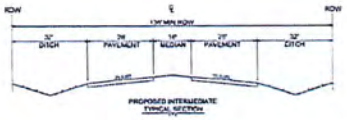
EXHIBIT D
FEE SCHEDULE

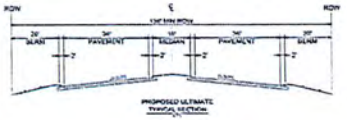
8-Jun-21

Service	2 Crew	3 Crew	1 Crew	Add Person	PM	RPLS	Field Cor	Sr Tech	CAD Tech		Admin	ATV	Subtotal	Reimburse	Total
Rate/Hr	**175**	**220**	**130**	**45**	**175**	**150**	**120**	**120**	**90**		**75**	**150**			
Rectify/Densify previous H&V State Plane Control as needed for Top	12		12			3		12			6	3			
Topo ROW w/point cloud extends 25' outside of Proposed ROW	133		134			6		33			6	44			
Prepare and deliver project in AutoCAD or MicroStation format						6		120			3				
QC survey and deliver via email			25					6			3	3			
Subtotal	145	0	171	0	0	15	0	171	0	0	18	50		0	
Total	**25375**	**0**	**22230**	**0**	**0**	**2250**	**0**	**20520**	**0**	**0**	**1350**	**7500**	**79225**	**0**	**79225**
Subtotal	0	0	0	0	0	0	0		0	0	0	0		0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0		0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0		0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
Grand Total	**25375**	**0**	**22230**	**0**	**0**	**2250**	**0**	**20520**	**0**	**0**	**1350**	**7500**	**79225**	**0**	**79225**
Reimburseables:	0														

Exhibit E CR 255







LEGEND

- PROPOSED ROW (35.29 ACRES)
- PROPOSED ROW LINE
- PROPOSED ALIGNMENT
- EXISTING ROW LINE
- EXISTING PROPERTY LINE

WILLIAMS & WORKS

1

Commissioners Court - Regular Session **23.**

Meeting Date: 06/15/2021

Authorize issuing IFB T4442 S San Gabriel Ranches Sub Rd & Drainage Imp

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB T4442 S San Gabriel Ranches Sub Rd & Drainage Improvements. Funding Source is P489.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced water line relocations and roadway reconstruction crews and equipment to reconstruct the roadways in the South San Gabriel Ranches Subdivision. Department point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2021 04:21 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:25 PM
Form Started By: Kim Chappius		Started On: 06/02/2021 03:30 PM
Final Approval Date: 06/09/2021		

Commissioners Court - Regular Session **24.**

Meeting Date: 06/15/2021

Awarding IFB #T4116 All Season Pre-Coated Patching Mixture (ASPPM)

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T4116 All Season Pre-Coated Patching Mixture (ASPPM) to Waller County Asphalt, Inc. per the attachment and authorizing execution of the agreement.

Background

Purchasing solicited bids for All Season Pre-Coated Patching Mixture (ASPPM). Forty-one (41) suppliers were invited to bid of which one (1) supplier viewed the bid documents and responded. Waller County Asphalt, LLC was the only responsive bidder and Road and Bridge award to Waller County Asphalt, LLC per the attachment the price per is $120.96/ton. The Road and Bridge Department point of contact is James Williams. Funds are budgeted in the FY 21 funding source 01.0200.0210.003550.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter
price sheet
Statement of Opening

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2021 04:46 PM
Purchasing (Originator)	Joy Simonton	06/09/2021 04:46 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:30 PM
Form Started By: Andrew Portillo		Started On: 06/07/2021 10:42 AM
Final Approval Date: 06/09/2021		

WILLIAMSON COUNTY
1848

June 7, 2021

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #T4116 – All Season Pre-Coated Patching Mixture

After reviewing all the pertinent information, we have concluded that Waller County Asphalt, Inc. submitted the overall lowest and best offer for the T4116 bid, All Season Pre-Coated Patching Mixture. I recommend to the Williamson County Commissioners Court that they award Waller County Asphalt, Inc. the vendor for IFB #T4116 – All Season Pre-Coated Patching Mixture.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Robert B. Daigh, P.E.
Sr. Director of Infrastructure
Williamson County, TX

BID SHEET All Season Pre-Coated Patching Mixture

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT COST DELIVERED*
1	All Season Pre-Coated Patching Mixture (ASPPM)	6000	TON	$120.96

*Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626

Statement of opening of offers

The registration period for the purchase process IFB All Season Pre-Coated Patching Mixture (ASPPM) is closed on May 27, 2021 (Thu), 3:15 PM.

On May 27, 2021 (Thu), 3:15:00 PM, Andy Portillo opened the registrations.

Entries submitted after the closing date, May 27, 2021 (Thu), 3:15 PM, will not be included in the procedure.

Registrations received:

	Offer ID	Name	Submitted
1	OF8889	**Waller County Asphalt, Inc.** By: Waller County Asphalt, Inc.	May 27, 2021 (Thu), 10:18:04 AM

Registration prices:

Waller County Asphalt, Inc. - Submitted price: $ 120.96

Reported by Andy Portillo on May 27, 2021 (Thu), 3:15 PM

Commissioners Court - Regular Session **25.**

Meeting Date: 06/15/2021

Advertisement Approval IFB T4461 McNeil Road Milling, Sealing and Overlay

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for as IFB T4461 McNeil Milling, Sealing and Overlay.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced milling, sealing, overlay, and striping crews and equipment to resurface county segments of McNeil Rd from 600 feet north of County line to Round Rock city limit.This contract duration shall be for one (1) year. Estimated contract amount is $1,094,053.00. Terron Evertson is the Road and Bridge Department contact. This expenditure will be charged to 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2021 04:56 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:37 PM
Form Started By: Andrew Portillo		Started On: 06/08/2021 07:57 AM
Final Approval Date: 06/09/2021		

Commissioners Court - Regular Session **26.**

Meeting Date: 06/15/2021

Final plat for the Tesoro Sections 2 & 4 subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Tesoro Sections 2 & 4 subdivision – Precinct 2.

Background

This is the next sections of the Tesoro development. It consists of 40 lots and 5,879 feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2019-04-05 – initial submittal of the final plat application
2019-04-25 – 1st review complete with comments
2021-05-06 – 2nd submittal of final plat
2021-05-12 – 2nd review complete with comments
2021-06-08 – 3rd submittal of final plat with signatures
2021-06-08 – 3rd review complete with comments clear
2021-06-10 – final plat placed on the June 15, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Tesoro Sections 2 & 4

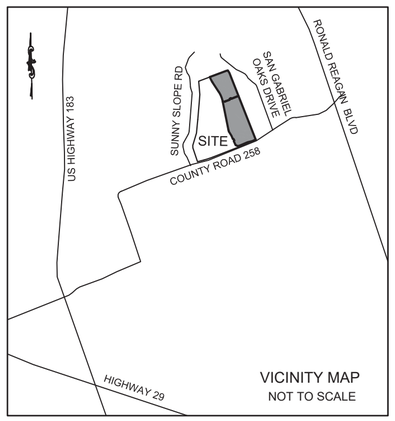
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:56 AM
Form Started By: Adam Boatright		Started On: 06/10/2021 11:42 AM
Final Approval Date: 06/10/2021		

FINAL PLAT OF

TESORO SUBDIVISION, SECTIONS TWO AND FOUR

BEING A 55.631 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.



DATE: MARCH 26, 2019

OWNER/DEVELOPER:

TRIBAR LP6, LIMITED PARTNERSHIP
P.O. BOX 66603
AUSTIN, TEXAS 78766

ENGINEER/SURVEYOR:

HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: (512) 837-2446
FAX: (512) 837-9463
tehaynie@haynieconsulting.com

SUMMARY:

SURVEY: B. MANLOVE, ABSTRACT NO. 417
TOTAL ACRES: 55.631 ACRES OUT OF A CALLED 170.84 ACRES IN VOL. 2519, PAGE 648, D.R.W.C.
TOTAL NUMBER OF LOTS: 40
NUMBER OF BLOCKS: 2
PROPOSED USE: SINGLE FAMILY RESIDENTIAL

SECTION TWO:

ACRES: 36.456 ACRES
NUMBER OF LOTS: 24
NUMBER OF BLOCKS: 1
AREA OF SMALLEST LOT : 1.00 ACRES
PROPOSED USE: SINGLE FAMILY RESIDENTIAL

SECTION FOUR:

ACRES: 19.175 ACRES
NUMBER OF LOTS: 16
NUMBER OF BLOCKS: 2
AREA OF SMALLEST LOT: 1.00 ACRE
PROPOSED USE: SINGLE FAMILY RESIDENTIAL

STREET DESIGN: (ALL STREETS ARE PUBLIC)

NAME	LENGTH	SPEED	ROW	PVMT.	CLASS
ESPANOLA COVE	583 LF	25 MPH	50'	26'	LOCAL
TESORO PERDIDO COVE	561 LF	25 MPH	50'	26'	LOCAL
TRAMMELL WAY	1,596 LF	25 MPH	50'	26'	LOCAL
RIQUEZA WAY	3,139 LF	45 MPH	120'	24'	ARTERIAL

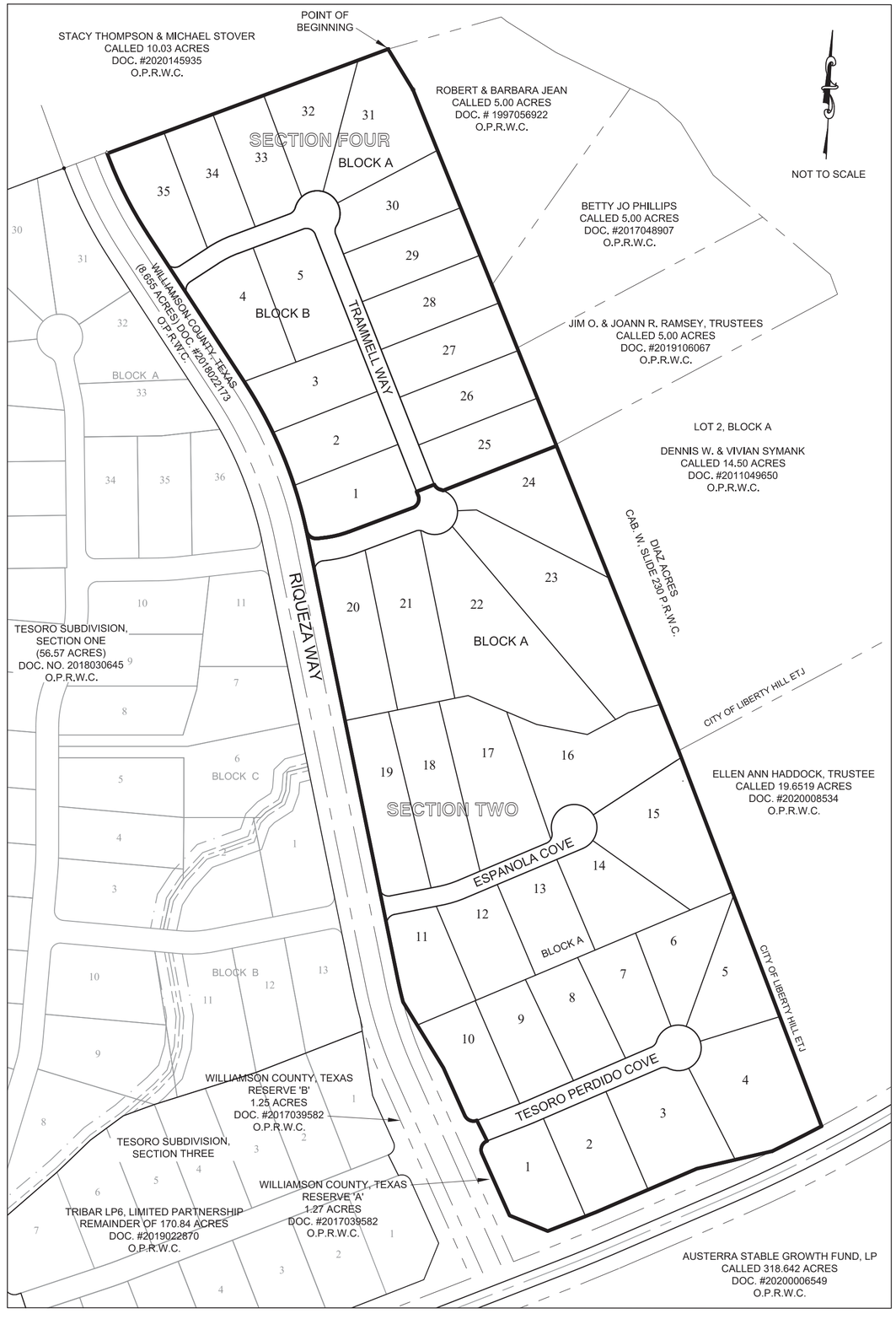
SUBDIVISION NOTES:

1. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN, WESTERN DISTRICT.
2. SEWER SERVICE FOR THIS SUBDIVISION PROVIDED BY ON SITE SEWAGE FACILITY.
3. MAX IMPERVIOUS COVERAGE PER LOT: SEE TABLE BELOW
4. STORM WATER DETENTION IS REQUIRED IF TOTAL IMPERVIOUS COVERAGE EXCEEDS 20%.
5. ALL DWELLING PLACED ON THESE SUBDIVISION LOTS MUST BE CONNECTED TO SEPTIC TANKS OR DISPOSAL FACILITIES MEETING THE SPECIFICATIONS AND CONDITIONS OF THE STATE DEPARTMENT OF HEALTH AND THE PRIVATE SEWAGE FACILITY REGULATIONS OF WILLIAMSON COUNTY AS OF THE DATE OF APPLICATION.
6. ALL ONSITE SANITARY SEWER FACILITIES SHALL BE PLACED GREATER THAN 100 FEET FROM ANY EXISTING PRIVATE WELL PER COUNTY AND TCEQ REGULATIONS.
7. ALL PUBLIC ROADWAYS AND EASEMENTS, AS SHOWN ON THE PLAT, ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.

IMPERVIOUS COVER TABLE

	Square Feet	Acres	Percent
Riqueza Way R.O.W.	249267	5.722	9.33%
Tesoro Sec. 2	1588009	36.456	59.42%
Tesoro Sec. 4	835283	19.175	31.25%
Total Water Quality Area	2672558	61.353	100.00%
Allowable I.C. @ 20% I.C.	534512	12.271	20.00%
Total Tesoro (Phase 2-4)			
Number of Lots	40	-	-
IC per Lot	**7850**	0.180	0.29%
Total IC for 40 Lots	314000	7.208	11.75%
Total IC Right-of-Way Phase 2 & 4, Riqueza Way	215708	4.952	8.07%
Total Impervious Cover Phase 2 & 4, Riqueza Way	529708	12.160	19.82%

NOTE:
BEARING BASIS OF THE SURVEY SHOWN HEREON IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM.



SHEET NO.
1 OF 6

DRAWN BY: KS/TH
CHECKED BY: B.J.
PROJ. #: 764-18-02

X:\764 Brian Barnes\764-18-02 Tesoro Sec 2 & 4 Final Plats\DWG\764-18-02 Tesoro Sec 2 & 4 Final Plats.dwg May 06, 21 12:33 pm

FINAL PLAT OF

TESORO SUBDIVISION, SECTIONS TWO AND FOUR

BEING A 55.631 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

0 100 200 Feet

SCALE: 1" = 100'

APPROXIMATE NORTHEAST CORNER OF B. MANLOVE SURVEY, ABSTRACT 417

N42° 24' 49"E 7,283.72'

POINT OF BEGINNING
N 10222884.35
E 3074727.10

STACY THOMPSON & MICHAEL STOVER
CALLED 10.03 ACRES
DOC. #2020145935
O.P.R.W.C.

ROBERT & BARBARA JEAN
CALLED 5.00 ACRES
DOC. # 1997056922
O.P.R.W.C.

BETTY JO PHILLIPS
CALLED 5.00 ACRES
DOC. #2017048907
O.P.R.W.C.

JIM O. & JOANN R. RAMSEY, TRUSTEES
CALLED 5.00 ACRES
DOC. #2019106067
O.P.R.W.C.

LOT 2, BLOCK A
DENNIS W. & VIVIAN SYMANK
CALLED 14.50 ACRES
DOC. #2011049650
O.P.R.W.C.

WILLIAMSON COUNTY TEXAS (8.655 ACRES) DOC. #2018022173 O.P.R.W.C.

TESORO SUBDIVISION, SECTION ONE (56.57 ACRES) DOC. NO. 2018030645 O.P.R.W.C.

DETAIL

IRON ROD IN CONCRETE

N 10222237.72
E 3074199.28

AT SECTION LINE
N 10221617.85
E 3074512.05

AT SECTION LINE
N 10221841.00
E 3075170.29

S20°50'57"E
3.88'

S87° 32' 01"W
50.00'

SECTION FOUR

SECTION TWO

BLOCK A

BLOCK B

TRAMMELL WAY (50' ROW)

RIQUEZA WAY (FUTURE)

GEMMA DRIVE

DIAZ ACRES CAB. W, SLIDE 230 P.R.W.C.

1	1.14 AC
2	1.01 AC
3	1.04 AC
4	1.28 AC
5	1.23 AC
24	1.43 AC
25	1.04 AC
26	1.04 AC
27	1.04 AC
28	1.03 AC
29	1.03 AC
30	1.06 AC
31	1.55 AC
32	1.07 AC
33	1.02 AC
34	1.00 AC
35	1.10 AC

LEGEND

●	1/2" IRON ROD FOUND
○	1/2" IRON ROD SET
⊛	COTTON SPINDLE FOUND
■	CONC MONUMENT FOUND
△	CALCULATED POINT
( )	RECORDED INFORMATION
(XX AC)	NET ACREAGE
BL	BUILDING LINE
DE	DRAINAGE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY

NOTE:
BEARING BASIS OF THE SURVEY SHOWN HEREON IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM.

SHEET NO.
2 OF 6

DRAWN BY: KS/TH
CHECKED BY: B.J.
PROJ. #: 764-18-02

X:\764 Brian Barnes\764-18-02 Tesoro Sec 2 & 4 Final Plats\DWG\764-18-02 Tesoro Sec 2 & 4 Final Plats.dwg May 06, 21 12:34 pm

FINAL PLAT OF

TESORO SUBDIVISION, SECTIONS TWO AND FOUR

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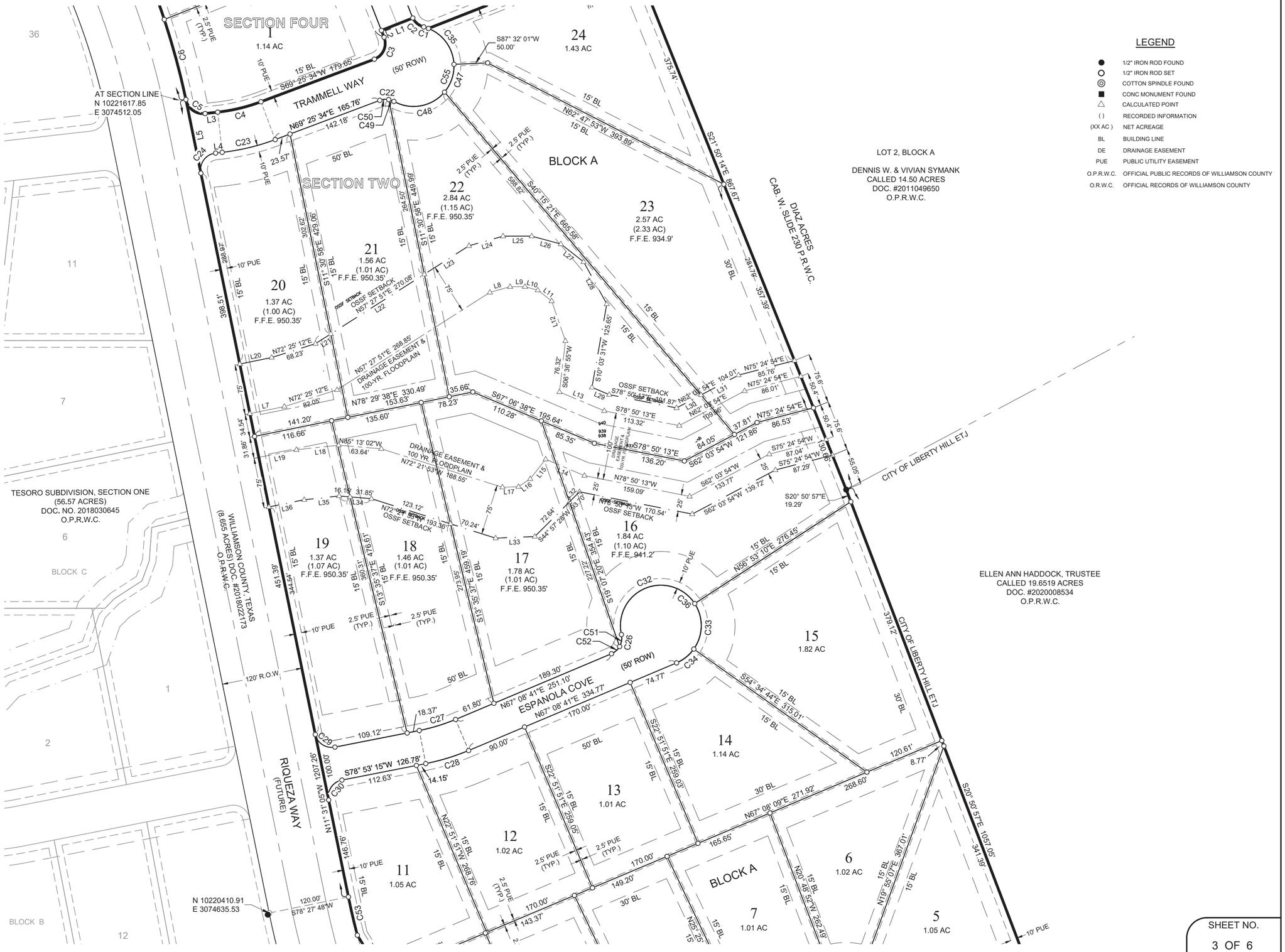
0 100 200 Feet

SCALE: 1" = 100'



LEGEND

●	1/2" IRON ROD FOUND
○	1/2" IRON ROD SET
⊛	COTTON SPINDLE FOUND
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( )	RECORDED INFORMATION
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NOTE:
BEARING BASIS OF THE SURVEY SHOWN HEREON IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM.

SHEET NO.
3 OF 6

DRAWN BY: KS/TH
CHECKED BY: B.J.
PROJ. #: 764-18-02

X:\764 Brian Barnes\764-18-02 Tesoro Sec 2 & 4 Final Plats\DWG\764-18-02 Tesoro Sec 2 & 4 Final Plats.dwg May 06, 21 12:34 pm

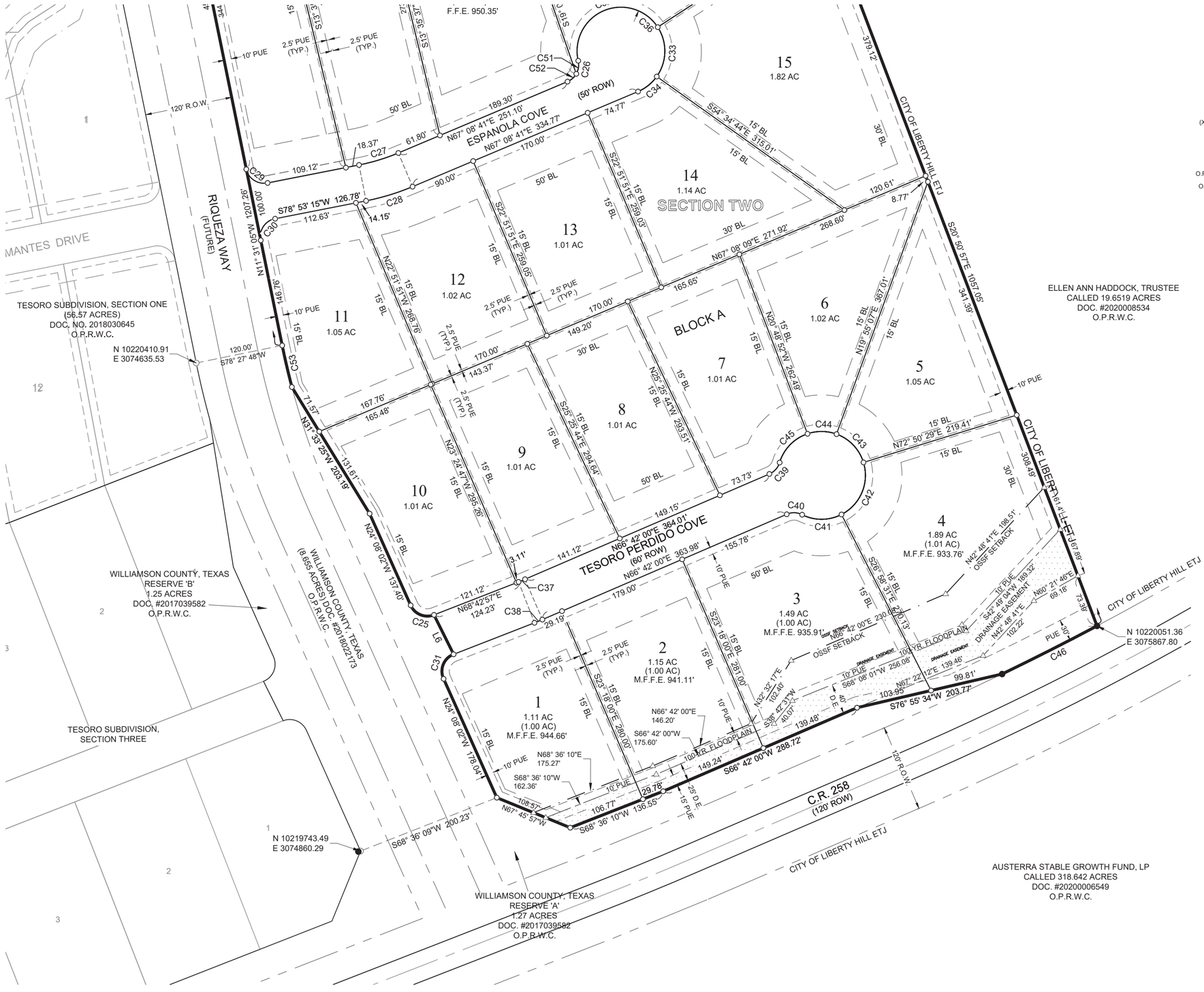
FINAL PLAT OF

TESORO SUBDIVISION, SECTIONS TWO AND FOUR

BEING A 55.631 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

0 100 200 Feet

SCALE: 1" = 100'



LEGEND

●	1/2" IRON ROD FOUND
○	1/2" IRON ROD SET
⊛	COTTON SPINDLE FOUND
■	CONC MONUMENT FOUND
△	CALCULATED POINT
( )	RECORDED INFORMATION
(XX AC)	NET ACREAGE
BL	BUILDING LINE
DE	DRAINAGE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY

NOTE:
BEARING BASIS OF THE SURVEY SHOWN HEREON IS REFERENCED TO THE NAD 83 CONTROL DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, AND NAVD 88 VERTICAL CONTROL DATUM.

SHEET NO.
4 OF 6

DRAWN BY: KS/TH
CHECKED BY: B.J.
PROJ. #: 764-18-02

X:\764 Brian Barnes\764-18-02 Tesoro Sec 2 & 4 Final Plats\DWG\764-18-02 Tesoro Sec 2 & 4 Final Plats.dwg May 06, 21 12:34 pm

FINAL PLAT OF

TESORO SUBDIVISION, SECTIONS TWO AND FOUR

BEING A 55.631 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

Curve Table					
Curve #	Length	Radius	Delta	Chord	Direction
C1	7.35'	60.00'	007°01'20"	7.35'	N71° 58' 18"W
C2	21.55'	25.00'	049°22'44"	20.89'	N50° 47' 36"W
C3	39.68'	25.00'	090°56'27"	35.64'	S23° 57' 21"W
C4	66.21'	268.00'	014°09'17"	66.04'	S76° 30' 13"W
C5	38.73'	26.14'	084°54'19"	35.29'	N53° 57' 59"W
C6	123.18'	1150.02'	006°08'14"	123.12'	S15° 05' 43"E
C7	150.11'	1149.97'	007°28'45"	150.00'	N21° 54' 11"W
C8	151.41'	1149.97'	007°32'37"	151.30'	S29° 24' 52"E
C9	235.18'	1030.00'	013°04'57"	234.67'	N26° 38' 41"W
C10	39.22'	25.00'	089°53'06"	35.32'	S78° 07' 43"E
C11	39.32'	25.00'	090°06'54"	35.39'	S11° 52' 17"W
C12	70.89'	325.00'	012°29'50"	70.75'	N63° 10' 39"E
C13	59.98'	275.00'	012°29'50"	59.86'	S63° 10' 39"W
C14	38.86'	25.00'	089°03'33"	35.06'	N66° 02' 39"W
C15	23.55'	25.00'	053°58'05"	22.69'	N42° 26' 31"E
C16	206.29'	60.00'	196°59'44"	118.68'	S66° 02' 39"E
C17	23.55'	25.00'	053°58'05"	22.69'	S05° 28' 10"W
C18	33.31'	60.00'	031°48'31"	32.88'	N31° 21' 44"E
C19	60.36'	60.00'	057°38'16"	57.85'	N76° 05' 08"E
C20	49.59'	60.00'	047°21'04"	48.19'	S51° 25' 12"E

Curve Table					
Curve #	Length	Radius	Delta	Chord	Direction
C21	63.04'	60.00'	060°11'52"	60.18'	S02° 21' 16"W
C22	21.68'	25.00'	049°40'47"	21.00'	N85° 44' 02"W
C23	81.03'	328.00'	014°09'17"	80.83'	S76° 30' 13"W
C24	41.50'	25.00'	095°06'15"	36.89'	S36° 01' 53"W
C25	38.03'	25.00'	087°09'02"	34.47'	N67° 42' 33"W
C26	34.83'	25.00'	079°50'09"	32.08'	N27° 13' 37"E
C27	56.36'	275.00'	011°44'34"	56.26'	N73° 00' 58"E
C28	66.61'	325.00'	011°44'34"	66.49'	S73° 00' 58"W
C29	38.25'	25.00'	087°39'43"	34.63'	N57° 16' 53"W
C30	39.45'	25.00'	090°24'13"	35.48'	S33° 41' 09"W
C31	40.51'	25.00'	092°50'55"	36.22'	N22° 17' 27"E
C32	167.11'	60.00'	159°34'38"	118.10'	N67° 05' 51"E
C33	71.77'	60.00'	068°32'06"	67.57'	S01° 09' 13"W
C34	33.22'	60.00'	031°43'25"	32.80'	S51° 16' 59"W
C35	69.11'	60.00'	065°59'39"	65.35'	S35° 27' 48"E
C36	272.10'	60.00'	259°50'09"	92.04'	S62° 46' 23"E
C37	9.50'	270.00'	002°00'57"	9.50'	N67° 42' 28"E
C38	11.61'	330.00'	002°00'57"	11.61'	S67° 42' 28"W
C39	21.68'	25.00'	049°40'47"	21.00'	N41° 51' 36"E
C40	21.81'	25.00'	049°58'33"	21.12'	N88° 23' 02"W

Curve Table					
Curve #	Length	Radius	Delta	Chord	Direction
C41	55.78'	60.00'	053°15'41"	53.79'	S89° 39' 19"W
C42	83.97'	60.00'	080°10'59"	77.28'	S22° 55' 59"W
C43	55.42'	60.00'	052°55'23"	53.47'	S43° 37' 12"E
C44	40.43'	60.00'	038°36'14"	39.67'	S89° 23' 01"E
C45	56.86'	60.00'	054°17'40"	54.75'	N44° 10' 02"E
C46	145.52'	3950.08'	002°06'39"	145.51'	S63° 07' 24"W
C47	44.54'	60.00'	042°32'13"	43.53'	S18° 48' 07"W
C48	82.77'	60.00'	079°02'07"	76.36'	S79° 35' 18"W
C49	8.21'	25.00'	018°49'31"	8.18'	S70° 18' 24"E
C50	13.46'	25.00'	030°51'16"	13.30'	N84° 51' 12"E
C51	18.51'	25.00'	042°25'26"	18.09'	S08° 31' 16"W
C52	16.32'	25.00'	037°24'42"	16.04'	S48° 26' 20"W
C53	58.39'	1030.37'	003°14'49"	58.38'	N13° 08' 22"W
C54	424.70'	1150.02'	021°09'33"	422.29'	N22° 36' 23"W
C55	203.77'	60.00'	194°35'19"	119.03'	S21° 48' 42"W

Line Table		
Line #	Length	Direction
L1	50.08'	S68° 29' 07"W
L2	10.91'	S21° 30' 53"E
L3	18.75'	S83° 34' 51"W
L4	9.98'	S83° 34' 51"W
L5	111.48'	S11° 32' 17"E
L6	60.25'	N26° 29' 54"W
L7	52.18'	N78° 28' 55"E
L8	31.15'	N74° 16' 09"E
L9	22.14'	N90° 00' 00"E
L10	19.63'	S74° 50' 17"E
L11	26.18'	S52° 00' 07"E
L12	62.51'	S19° 01' 56"E
L13	72.09'	S67° 06' 38"E
L14	62.40'	N67° 06' 38"W
L15	37.03'	S38° 17' 50"W
L16	20.91'	S56° 19' 47"W
L17	23.79'	S87° 49' 28"W
L18	62.89'	S83° 49' 50"W
L19	56.91'	S78° 28' 55"W
L20	48.21'	N78° 28' 55"E

Line Table		
Line #	Length	Direction
L21	26.94'	N57° 27' 51"E
L22	164.58'	N57° 27' 51"E
L23	78.56'	N57° 27' 51"E
L24	52.59'	N74° 16' 09"E
L25	42.48'	N90° 00' 00"E
L26	44.76'	S74° 50' 17"E
L27	42.89'	S52° 00' 07"E
L28	71.32'	S28° 44' 52"E
L29	27.79'	S67° 06' 38"E
L30	41.04'	N62° 03' 54"E
L31	62.97'	N62° 03' 54"E
L32	21.06'	S44° 57' 28"W
L33	58.19'	S87° 35' 21"W
L34	48.00'	N85° 13' 02"W
L35	52.20'	S83° 49' 50"W
L36	53.41'	S78° 28' 55"W

DRAWN BY: KS/TH
CHECKED BY: B.J.
PROJ. #: 764-18-02

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FINAL PLAT OF

TESORO SUBDIVISION, SECTIONS TWO AND FOUR

BEING A 55.631 ACRE TRACT, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, TRIBAR LP6, LIMITED PARTNERSHIP, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019022870 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "TESORO SUBDIVISION, SECTIONS TWO AND FOUR".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 2nd DAY OF June, 2021.

BRIAN A. BARNES
GENERAL PARTNER FOR TRIBAR LP6, LIMITED PARTNERSHIP
P.O. BOX 66603
AUSTIN, TEXAS 78766

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Brian A. Barnes, KNOWN TO ME TO BE 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 2nd DAY OF June, 2021 A.D.

Carrie Rampy
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Carrie E. Rampy
PRINTED NAME

MY COMMISSION EXPIRES December 3, 2022 A.D.

CARRIE E. RAMPY
My Notary ID # 124409522
Expires December 3, 2022

WILLIAMSON COUNTY ON-SITE SEWAGE FACILITIES (OSSF) APPROVAL

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS 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 DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER

6/8/21
DATE

WILLIAMSON COUNTY NOTES:

1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
3. PRIOR TO ANY CHANNEL ALTERATION OR BRIDGE CONSTRUCTION WHICH WILL CHANGE EXISTING FLOOD PATTERNS OR ELEVATIONS, A LETTER OR MAP AMENDMENT MUST BE SUBMITTED TO AND APPROVED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
4. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
5. WATER SERVICE WILL BE PROVIDED BY GEORGETOWN WESTERN DISTRICT.
6. ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
7. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY WILLIAMSON COUNTY.
8. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLITION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.
9. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

PLAT NOTES:

1. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
2. A TEN FOOT (10') P.U.E. ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE AND REAR LOT LINES IS HEREBY DEDICATED SHOWN HEREON.
3. A TWO AND A HALF FOOT (2.5') P.U.E. ABUTTING ALL LOT SIDE LOT LINES IS HEREBY DEDICATED.
4. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
5. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
6. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
7. 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.
8. ALL PUBLIC ROADWAYS & EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
9. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS-OF-WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OF 50 FEET, WHICHEVER IS LESS ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
10. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY ENGINEERS OFFICE (OSSF) PRIOR TO CONSTRUCTION.
11. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
12. A DE FACTO CERTIFICATE OR 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.
13. THE MINIMUM LOWEST FINISHED FLOOR ELEVATIONS (MFFE) FOR LOTS 1-4 &11-19 OF BLOCK A SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ON (1) FOOT OR MORE TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY HAYNIE CONSULTING, DATED NOVEMBER 7, 2019.
14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
    THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
15. ANY IMPROVEMENTS PROPOSED WITHIN THE RIGHT-OF-WAY, INCLUDING, BUT NOT LIMITED TO IRRIGATION, LANDSCAPING, SIDEWALKS, SUBDIVISION IDENTIFICATION SIGNS, ETC. SHALL BE MAINTAINED IN ACCORDANCE WITH AN EXECUTED LICENSE AGREEMENT BETWEEN THE COUNTY AND THE OWNER.
16. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. 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.
17. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNALLY PLATTED ROAD AND NOT TO COUNTY ROAD 258 OR RIQUEZA WAY.
18. 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.

FLOODPLAIN NOTE:

1. THIS TRACT IS NOT LOCATED WITHIN THE LIMITS OF THE 100 YEAR FLOOD PLAIN AS DELINEATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 48491C0275E ZONE X, EFFECTIVE 09/26/2008, WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
2. **TIE TO FEMA BENCHMARK IS NOT REQUIRED AS NO PART OF THIS TRACT LIES OUTSIDE OF ZONE "X"***

STATE OF TEXAS §
COUNTY OF WILLIAMSON § KNOW ALL MEN BY THESE PRESENTS §

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEY IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

TIMOTHY E. HAYNIE, REGISTERED PROFESSIONAL
LAND SURVEYOR
NO. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
101 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

6-8-21
DATE

STATE OF TEXAS REGISTERED TIMOTHY E. HAYNIE 2380 PROFESSIONAL LAND SURVEYOR

I, TIMOTHY E. HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED WITHIN ZONE "A" OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM COMMUNITY PANEL NO. 48491C0275E EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND/OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE, AND IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AS INDICATED ON THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS AQUIFER RECHARGE ZONE MAPS.

TIMOTHY E. HAYNIE, LICENSED PROFESSIONAL ENGINEER
NO. 36982 - STATE OF TEXAS
HAYNIE CONSULTING INC.
101 PROVIDENT LANE
ROUND ROCK, TEXAS 78664

6-8-21
DATE

STATE OF TEXAS LICENSED TIMOTHY E. HAYNIE 36982 PROFESSIONAL ENGINEER

ROAD NAMES AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 8 DAY OF June 2021 A.D.

AUTHORIZED ADDRESS COORDINATOR
WILLIAMSON COUNTY, TEXAS
Cindy Bridges

6/8/2021
DATE

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, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

DATE

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ____M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ___M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

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

BY: _____, DEPUTY

SHEET NO.
6 OF 6

DRAWN BY: KS/TH
CHECKED BY: B.J.
PROJ. #: 764-18-02

X:\764 Brian Barnes\764-18-02 Tesoro Sec 2 & 4 Final Plats\DWG\764-18-02 Tesoro Sec 2 & 4 Final Plats.dwg Jun 02, 21 3:09 pm

Commissioners Court - Regular Session **27.**

Meeting Date: 06/15/2021

Preliminary plat for the Pleasantville subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Pleasantville subdivision – Precinct 4.

Background

This proposed subdivision consists of 14 lots and no new public roads.

Timeline

2021-03-30 – initial submittal of the preliminary plat application
2021-04-29 – 1st review complete with comments
2021-06-02 – 2nd submittal of preliminary plat
2021-06-08 – 2nd review complete with comments clear
2021-06-10 – preliminary plat placed on the June 15, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Pleasantville

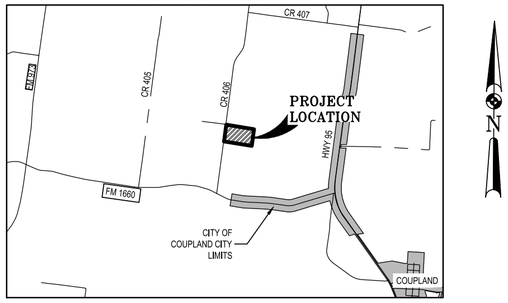
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:56 AM
Form Started By: Adam Boatright		Started On: 06/10/2021 11:46 AM
Final Approval Date: 06/10/2021		

PRELIMINARY PLAT OF PLEASANTVILLE SUBDIVISION

A 33.895 ACRE TRACT OF LAND, LOCATED IN THE BUFFALO BAYOU, BRAZOS AND COLORADO RAILROAD COMPANY SURVEY, ABSTRACT 109, WILLIAMSON COUNTY, TEXAS AND THE ENGLEBERD BEADER SURVEY, ABSTRACT 80, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 33.892 ACRE TRACT OF LAND, AS DESCRIBED IN DOCUMENT NO. 2017034438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NEW RESIDENTIAL LOTS: 14



VICINITY MAP
1" = 6,000'

NOTES:
1. ACREAGE OF SUBDIVISION = 33.895 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 2.42 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0700F DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION OR PRIVATE WELL.
4. WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY ONCOR .
6. 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.
7. A TWENTY (15) FOOT UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOME SITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO WATER, GAS, ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG" PLASTIC CAP.
11. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
12. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
13. IN APPROVING THIS PLAT BY THE COMMISSIONER'S 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 COMMISSIONER'S 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.
14. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN 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.
15. EXCEPT IN AREAS REQUIRED TO MEET LEGAL 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.
16. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED. EACH LOT SHALL BE ALLOWED ONE ACCESS POINT TO THE COUNTY ROAD WITH A MINIMUM DRIVEWAY SPACING OF 100' FOR ANY ADJOINING DRIVEWAY.
17. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
18. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
19. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
20. LOTS 1,2,3,7,8,12,13, AND 14 MAY NOT BE FURTHER SUBDIVIDED.
21. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
22. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LEINS.
23. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
24. THE MAXIMUM IMPERVIOUS COVER PER LOT IS 20%.
25. SHARED DRIVEWAY EASEMENTS AS FOLLOWS:
    25.1. LOTS 1-3, LOTS 7-8, & LOTS 12-14.

FIELD NOTES

A 33.895 ACRE TRACT OF LAND, LOCATED IN THE BUFFALO BAYOU, BRAZOS AND COLORADO RAILROAD COMPANY SURVEY, ABSTRACT 109, WILLIAMSON COUNTY, TEXAS AND THE ENGLEBERD BEADER SURVEY, ABSTRACT 80, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 33.892 ACRE TRACT OF LAND, AS DESCRIBED IN DOCUMENT NO. 2017034438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 33.895 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "TRIAD RPLS 5952" IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 406, FOR THE SOUTHWEST CORNER OF COUPLANDIA, BEING A SUBDIVISION OF RECORD IN DOCUMENT NO. 2017112423, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE NORTHWEST CORNER OF SAID 33.892 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: S 80° 46' 37" E, WITH THE SOUTH LINE OF SAID COUPLANDIA, THE NORTH LINE OF SAID 33.892 ACRE AND THE TRACT DESCRIBED HEREIN, DISTANCE OF 1571.29 FEET, TO A FOUND 5/8" IRON ROD WITH A RED PLASTIC CAP STAMPED "TRIAD RPLS 5952" IN THE WEST LINE OF A CALLED 236.95 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 2006000011, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF SAID COUPLANDIA, THE NORTHEAST CORNER OF SAID 33.892 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: S 7° 39' 17" W, WITH THE WEST LINE OF SAID 236.95 ACRE TRACT, THE EAST LINE OF SAID 33.892 ACRE AND THE TRACT DESCRIBED HEREIN, DISTANCE OF 940.87 FEET, TO A FOUND 5/8" IRON ROD, FOR THE NORTHEAST CORNER OF A CALLED 87.875 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 2012107806, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SOUTHEAST CORNER OF SAID 33.892 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: N 80° 44' 43" W, WITH THE NORTH LINE OF SAID 87.875 ACRE TRACT, THE SOUTH LINE OF SAID 33.892 ACRE AND THE TRACT DESCRIBED HEREIN, DISTANCE OF 1569.83 FEET, TO A FOUND 5/8" IRON ROD, IN THE EAST LINE OF SAID COUNTY ROAD 406, FOR THE NORTHWEST CORNER OF SAID 87.875 ACRE TRACT OF LAND, THE SOUTHWEST CORNER OF SAID 33.892 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: N 7° 33' 53" E, WITH THE EAST LINE OF SAID COUNTY ROAD 406, THE WEST LINE OF SAID 33.892 ACRE AND THE TRACT DESCRIBED HEREIN, DISTANCE OF 940.04 FEET, TO THE POINT OF BEGINNING AND CONTAINING 33.895 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE PRESSLER, R.P.L.S.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. THIS TRACT IS NOT LOCATED WITHIN EDWARDS AQUIFER RECHARGE ZONE.

LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

DRIVEWAY CULVERT TABLE

LOT NUMBER	BLOCK	CULVERT Dia. (in)	CULVERT LENGTH (ft)	INVERT UP (ft)	INVERT DOWN (ft)
1, 2, 3	A	(2) 24	22	547.18	547.07
4	A	(2) 24	22	547.33	547.22
5	A	(2) 24	22	547.42	547.31
6	A	(2) 24	22	547.79	547.68
7, 8	A	(2) 24	22	547.63	547.52
9	A	(2) 24	22	547.52	547.41
10	A	(2) 24	22	547.69	547.58
11	A	(2) 24	22	547.39	547.28
12, 13, 14	A	24	22	547.90	547.79

NOTES:
1. CONTRACTOR SHALL PLACE THE DRIVEWAY CULVERT WITHIN THE EXISTING BAR DITCH FLOWLINE AND A MINIMUM LENGTH OF 22 FEET PER. WILLIAMSON COUNTY REQUIREMENTS.
2. EXACT DRIVEWAY LOCATIONS MAY AFFECT CULVERT INSTALLATION.
3. LOTS NOT LISTED ON THE DRIVEWAY CULVERT TABLE WILL UTILIZE A "DIP TYPE" DRIVEWAY.
4. DRIVEWAY CULVERTS WERE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS B11.3 AND B11.4.

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, PETE HERZOG, AUTHORIZED SIGNATORY OF JONA ENTERPRISES, LLC, OWNER OF THE CERTAIN 33.895 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017034438 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. AND DO HEREBY STATE THAT ALL PRIVATE ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS PLEASANTVILLE SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ___ DAY OF _____, 20___.

PETE HERZOG
JONA ENTERPRISES, LLC.
4911 WING ROAD
AUSTIN, TX 78749

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED PETE HERZOG, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 20___.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON {

I, BILL GRAVELL, JR COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, 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.

DATED _____ DAY OF _____, 20___A.D.

BY _____ _____
BILL GRAVELL, JR COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE_____ DAY OF_____ , 20_____ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
TERESA BAKER

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS 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.

J. TERRON EVERTSON, PE, DR, CFM DATE
WILLIAMSON COUNTY ENGINEER

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON {

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., AND DULY RECORDED THIS THE ___ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

OWNER/DEVELOPER:

PETE HERZOG
JONA ENTERPRISES LLC
4911 WING ROAD
AUSTIN, TEXAS 78749
(512) 947-3234

SURVEYOR:

MATKIN HOOVER ENGINEERING & SURVEYING
C/O KYLE L. PRESSLER, R.P.L.S.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
(512) 868-2244
KYLE.PRESSLER@MATKINHOOVER.COM

AGENT/ENGINEER:

MATKIN HOOVER ENGINEERING & SURVEYING
C/O GARRETT KELLER, P.E.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
(512) 868-2244
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING

HEADQUARTERS
8 SPENCER ROAD SUITES 100 & 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099

3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

TEXAS REGISTERED ENGINEERING FIRM F-004512
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

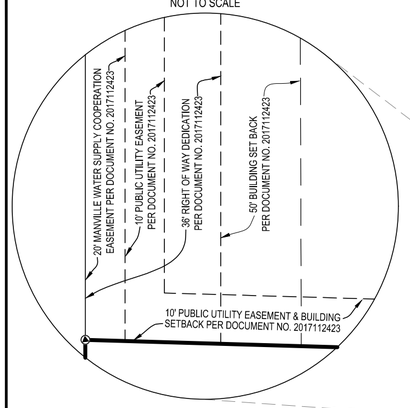
SUBMITTAL DATE:
MAY, 2021

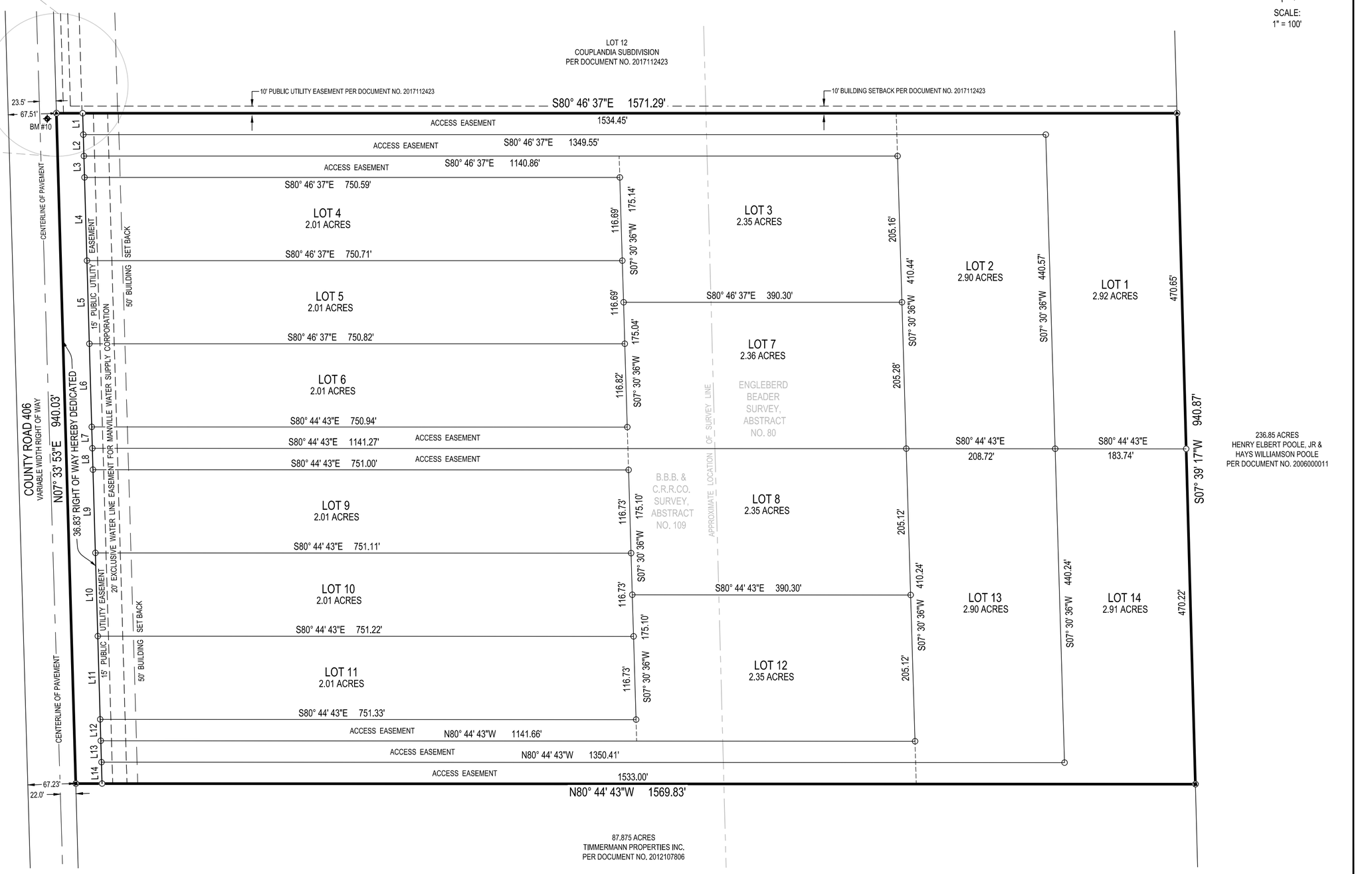
MHE JOB NO. - 3208.00
MHS JOB NO. - 20-5070

PRELIMINARY PLAT OF
PLEASANTVILLE SUBDIVISION

A 33.895 ACRE TRACT OF LAND, LOCATED IN THE BUFFALO BAYOU, BRAZOS AND COLORADO RAILROAD COMPANY SURVEY, ABSTRACT 109, WILLIAMSON COUNTY, TEXAS AND THE ENGLEBERD BEADER SURVEY, ABSTRACT NO. 80, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 33.892 ACRE TRACT OF LAND, AS DESCRIBED IN DOCUMENT NO. 2017034438, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

DETAIL
NOT TO SCALE

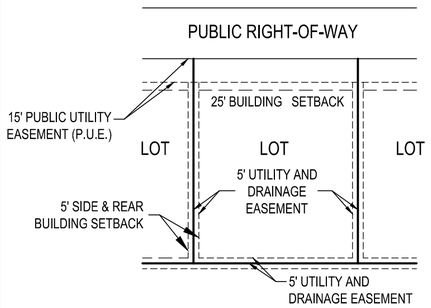




N

SCALE:
1" = 100'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N07° 33' 53"E	30.01'
L2	N07° 33' 53"E	30.01'
L3	N07° 33' 53"E	30.01'
L4	N07° 33' 53"E	116.69'
L5	N07° 33' 53"E	116.69'
L6	N07° 33' 53"E	116.40'
L7	N07° 33' 53"E	30.01'
L8	N07° 33' 53"E	30.01'
L9	N07° 33' 53"E	116.73'
L10	N07° 33' 53"E	116.73'
L11	N07° 33' 53"E	116.73'
L12	N07° 33' 53"E	30.01'
L13	N07° 33' 53"E	30.01'
L14	N07° 33' 53"E	30.01'



TYPICAL LOT EASEMENTS
N.T.S. (ESTABLISHED ON ALL LOTS)

Benchmark Table				
BM#	Northing	Easting	Elevation	Raw Description
10	10152359.25	3213043.71	548.39	SET IRON ROD

LEGEND

- ○ SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP
- ▲ FOUND 5/8" IRON ROD STAMPED "TRIAD RPLS 5952"
- ◉ FOUND 5/8" IRON ROD
- ⌖ BENCHMARK

OWNER/DEVELOPER:
PETE HERZOG
JONA ENTERPRISES, LLC.
4911 WING ROAD
AUSTIN, TEXAS 78749
(512) 947-3234

SURVEYOR:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O SCOTT AMMONS, R.P.L.S.
3305 SHELL ROAD, SUITE 300
GEORGETOWN, TEXAS 78628
(512) 868-2244
SAMMONS@MATKINHOOVER.COM

AGENT/ENGINEER:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
(830) 249-0600
GKELLER@MATKINHOOVER.COM

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OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: JUNE 2021
MHE JOB NO. - 3208.00
MHS JOB NO. - 20-5070

Commissioners Court - Regular Session **28.**

Meeting Date: 06/15/2021

Preliminary plat for the Tomecek subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Tomecek subdivision – Precinct 4.

Background

This proposed subdivision consists of 1 lot and no new public roads.

Timeline

2019-08-21 – initial submittal of the preliminary plat application
2019-09-12 – 1st review complete with comments
2019-11-15 – 2nd submittal of preliminary plat
2019-11-22 – 2nd review complete with comments
2019-11-26 – 3rd submittal of preliminary plat
2019-12-11 – 3rd review complete with comments
2021-05-27 – 4th submittal of preliminary plat
2021-06-04 – 4th review complete with minor comment
2021-06-04 – 5th submittal of preliminary plat
2021-06-07 – 5th review complete with comments clear
2021-06-10 – preliminary plat placed on the June 15, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

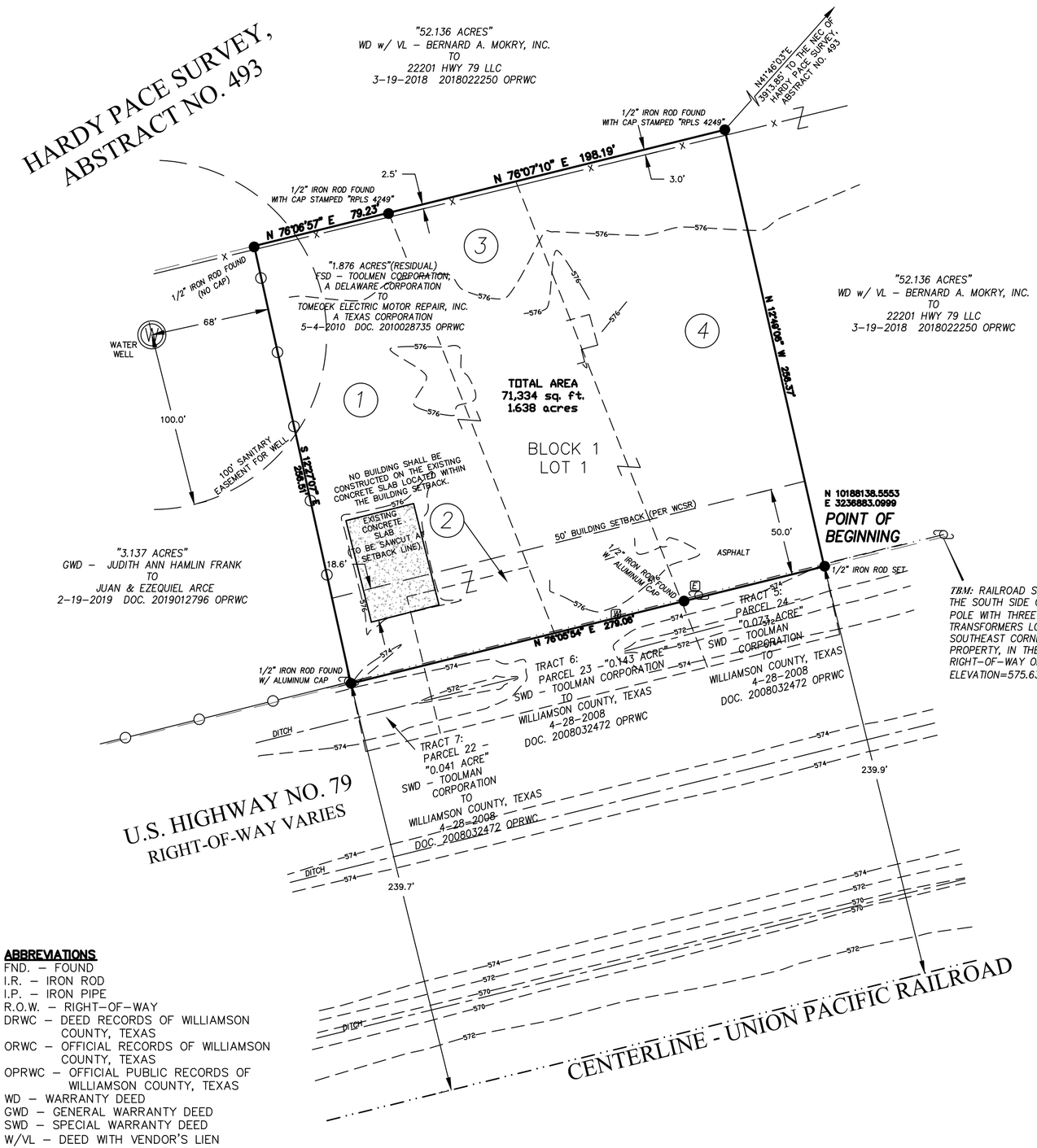
preliminary plat - Tomecek

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:54 AM
Form Started By: Adam Boatright		Started On: 06/10/2021 11:49 AM
Final Approval Date: 06/10/2021		

PRELIMINARY PLAT OF TOMECEK SUBDIVISION

A SUBDIVISION OF
1.638 ACRES OUT OF THE
HARDY PACE SURVEY,
ABSTRACT NO. 493
WILLIAMSON COUNTY, TEXAS



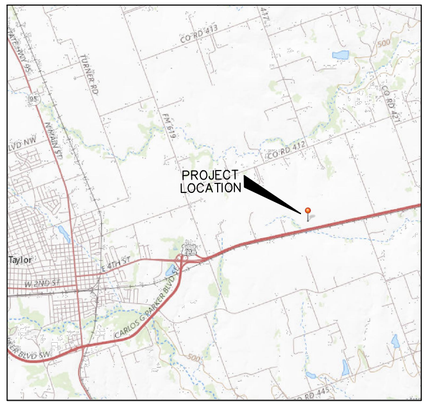
LEGEND:

- ○ 1/2" IRON ROD SET
- ● IRON ROD FOUND
- POWER POLE
- WM WATER METER
- BARBED WIRE FENCE

50 0 25 50 100

SCALE: 1"= 50'

VICINITY MAP



SCALE: 1"=5000'

DEED INFO:

TRACT 1:
"3.09 ACRES" (RESIDUE)
CORRECTION GIFT DEED –
IDA MIESKE
TO
BONNIE JEAN MIESKE TOMECEK
12–2–75 623/688 DRWC

TRACT 2:
"TRACT 2 – 0.143 ACRE" (RESIDUE)
WD – BONNIE JEAN MEISKE TOMECEK, ET VIR
TO
TOMECEK ELECTRIC MOTOR REPAIR, INC.
3–4–92 2114/606 ORWC

TRACT 3:
"TRACT 1 – 0.511 ACRE" (RESIDUE)
WD – BONNIE JEAN MEISKE TOMECEK, ET VIR
TO
TOMECEK ELECTRIC MOTOR REPAIR, INC.
3–4–92 2114/606 ORWC

TRACT 4:
"38.00 ACRES" (RESIDUE)
WD W/VL – ESTHER M. MEISKE
TO
BENNIE TOMECEK, ET UX
8–28–91 2054/311 ORWC

OWNER: TOMECEK ELECTRIC MOTOR REPAIR, INC.,
A TEXAS CORPORATION
JAY F. KRAMER – MANAGING PARTNER
22201 US 79
TAYLOR, TEXAS 76574
512.523.9906

ACREAGE: 1.638 TOTAL
SURVEY: HARDY PACE SURVEY, A–493

SURVEYOR: BRYAN TECHNICAL SERVICES, INC.
PHONE: 512–352–9090

ENGINEER: LINA CHTAY
BELTON ENGINEERING, INC.
106 N. EAST STREET
BELTON, TEXAS 76513
PHONE: 254.289.7273
EMAIL: LCHTAY@BELTONENGINEERS.COM

NUMBER OF BLOCKS: ONE
NUMBER OF LOTS: ONE
LINEAR FEET OF NEW STREET: N/A

FLOOD NOTE:

THE PROPERTY DEPICTED HEREON IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48491C0575F, EFFECTIVE DATE DECEMBER 20, 2019, LOCATED IN ZONE "X" (UNSHADED).

PLAT NOTES:

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

UTILITY PROVIDERS:
CABLE–TIME WARNER
PHONE–AT&T
ELECTRIC–ONCOR

WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NOACK WATER SUPPLY CORPORATION.

SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON–SITE SEWAGE FACILITIES

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

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.

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

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

THIS SUBDIVISION IS SUBJECT TO STORM–WATER MANAGEMENT CONTROLS AS REQUIRED BY THE 2018 WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

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

ABBREVIATIONS

FND. – FOUND
I.R. – IRON ROD
I.P. – IRON PIPE
R.O.W. – RIGHT–OF–WAY
DRWC – DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
ORWC – OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
OPRWC – OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
WD – WARRANTY DEED
GWD – GENERAL WARRANTY DEED
SWD – SPECIAL WARRANTY DEED
W/VL – DEED WITH VENDOR'S LIEN
WCR – WILLIAMSON COUNTY ROAD
WCSR – WILLIAMSON COUNTY SUBDIVISION REGULATIONS

SHEET 1 OF 2

BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090

FIRM No. 10128500

www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: TLR	CHECKED BY: BLB
SCALE: 1" = 50'	APPROVED BY: BLB
PROJECT NO. 11–008	DATE: AUGUST 06, 2019

X:\SUBDIVISION REGULATIONS (ALL JURISDICTIONS)\subdivision correspondence\2011\BTS CAD\11-008 FINAL PLAT_11 11 19.dwg 11/19/2019 2:52 PM

PRELIMINARY PLAT OF TOMECEK SUBDIVISION

A SUBDIVISION OF
1.638 ACRES OUT OF THE
HARDY PACE SURVEY,
ABSTRACT NO. 493
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

STATE OF TEXAS
COUNTY OF WILLIAMSON

1.638 ACRES

These notes describe that certain tract of land situated in the HARDY PACE SURVEY, ABSTRACT NO. 493, located in Williamson County, Texas; subject tract being all of a called "1.876 Acres" (residual portion) conveyed in a Foreclosure Sale Deed from Toolmen Corporation, a Delaware Corporation to Tomecek Electric Motor Repair, a Texas Corporation, dated 5-04-2010 and recorded in Document Number 2010028735 of the Official Public Records of Williamson County, Texas (OPRWC); being all of a called "38.00 Acres - Residue" conveyed in a Warranty Deed with Vendor's Lien from Esther M. Meiske to Bennie Tomecek, et ux, dated 8-28-91 and recorded in Volume 2054, Page 311, of the Official Records of Williamson County, Texas, (ORWC); also, being all of a called "Tract 2 - 0.143 Acres - Residue" and "Tract 1 - 0.511 Acre - Residue" conveyed in a Warranty Deed from Bonnie Jean Meiske Tomecek, et vir, to Tomecek Electric Motor Repair, Inc., dated 3-04-92 and recorded in Volume 2114, Page 606, ORWC; also, being part of a "3.09 Acres - Residue" tract conveyed in a Correction Gift Deed form Ida Meiske Tomecek to Bonnie Jean Meiske Tomecek, dated 12-02-75 and recorded in Volume 623, Page 688, Deed Records of Williamson County, Texas (DRWC); subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on August 15, 2019, and being more fully described as follows:

BEGINNING at a ½" Iron Rod with orange plastic cap stamped "RPLS 4249" set (N: 10188138.5553, E: 3236883.0999), being in the North Right-of-Way of U. S. Highway No. 79 (Right-of-way varies), same being the most southerly Southwest corner of a called "52.294 Acres" conveyed in a Warranty Deed from Bennie Tomecek, et ux Bonnie to Steven L. Armus, dated 12-29-2005 and recorded in Document Number 2006000435,OPRWC, the Northeast corner of a called "0.073 Acre" conveyed in a Special Warranty Deed from Toolmen Corporation to Williamson County, Texas, dated 04-28-2008 and recorded in Parcel No. 24 in Document Number 2008032472, OPRWC, and being the Southeast corner of herein described tract;

THENCE South 76° 05'54" West, with the North line of said "0.073 Acre" and the South line of subject passing a found ½" Iron Rod with aluminum cap at a distance of 82.62 feet, at the Northwest corner of said "0.073 Acre", the Northeast corner of a called "0.143 Acre" tract conveyed in a Special Warranty Deed from Toolmen Corporation to Williamson County, Texas, dated 04-28-2008 and recorded as Parcel No. 23 in Document Number 2008032472, OPRWC, continuing along the North line of said "0.143 Acre" tract passing the West line of said "Tract 1 - 0.511 Acre - Residue" and the East line of said "Tract 2 - 0.143 Acre - Residue" at a distance of approximately 152.21 feet, passing the Northwest corner of said "0.143 Acre" tract, the Southwest corner of said "Tract 2 - 0.143 Acre - Residue", the Northeast corner of a called "0.041 Acres" conveyed in a Special Warranty Deed from Toolmen Corporation to Williamson County, Texas, dated 04-28-2008 and recorded as Parcel No. 22 in Document Number 2008032472, OPRWC, and continuing along the North line of said "0.041 Acre" tract and the South line of subject for a total distance of 279.06 feet, to a ½" Iron Rod with an aluminum cap found in the North Right-of-Way of U.S. Highway No. 79 in the East line of a called "2.86 Acres" conveyed in a Warranty Deed from Kimberly Garvin, Individually and as Independent Administratrix to the Estate of Cathy Ann Garvin, Deceased to Gerald W. Frank, et ux, dated 2-28-2005 and recorded in Document No. 2005016317, OPRWC, the Northwest corner of said "0.041 Acre" tract, same being the Southwest corner of herein described tract;

THENCE North 12°27'07" West, with the common line between said "2.86 Acres" and the aforesaid "3.09 Acres - Residue", a distance of 256.51 feet, to a ½" Iron Rod found in the upper South line of aforesaid "52.294 Acres", same being the Northeast corner of said "2.86 Acres", and the Northwest corner of herein described tract;

THENCE North 76°06'57" East with the common line between said "52.294 Acres" and said "3.09 Acres - Residue", a distance of 79.23 feet to a ½" Iron Rod with orange plastic cap stamped "RPLS 4249" found at the Northeast corner of aforesaid "3.09 Acre - Residue", same being the Northwest corner of said "Tract 1 - 0.511 Acre - Residue", and an exterior corner of herein described tract;

THENCE North 76° 07'10" East, with a line for the North line of said "Tract 1 - 0.511 Acre - Residue", passing at an approximate distance of 75.05 feet, the Northeast corner of said "Tract 1 - 0.511 Acre - Residue)", same being the Northwest corner of aforesaid "38.00 Acres - Residue", and continuing with the common line of said "38.00 Acres" and aforesaid "52.294 Acres", for a total distance of 198.19 feet to a ½" Iron Rod with orange plastic cap stamped "RPLS 4249" found, being an interior corner of said "52.294 Acres", the Northeast corner of said "38.00 Acres - Residue", and the Northeast corner of herein described tract;

THENCE South 12° 49'06" East, with the common line of said "38.00 Acres - Residue" and the lower West line of said "52.294 Acres", a distance of 256.37 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 1.638 Acres (71,334 square feet).

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, adjoiner information, visible utilities and roadways. Bearings and coordinates shown hereon based on the Texas State Plane Coordinate System (central zone) NAD 83/93 adjustment.

OWNERS CERTIFICATION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, JAY KRAMER, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2010028735, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS TOMECEK SUBDIVISION, LOCATED IN WILLIAMSON COUNTY, TEXAS.

THERE ARE NO LIEN(S) THAT EXIST ON THIS PROPERTY

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20____.

_____AUTHORIZED PERSON

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE_____DAY OF _____, 2019.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
PRINTED NAME
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

I, BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HERON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS,, VISIBLE UTILITY LINES OR ROADS PLACE,EXCEPT SHOWN ON THE ACCOMPANYING PLAT,AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF TAYLOR, TEXAS.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS _____ DAY OF _____, 2019

"THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE"

_____
BRUCE LANE BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249 STATE OF TEXAS

WILLIAMSON COUNTY - ON-SITE SEWAGE FACILITIES

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY 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 BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

_____ _____
J. TERRON EVERTSON, PE, DR, CFM J. TERRON EVERTSON, PE, DR, CFM
COUNTY ENGINEER (PRINTED) COUNTY ENGINEER (SIGNATURE)

_____
DATE

ENGINEER'S CERTIFICATION

I, LINA CHTAY, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION, PARCELS ARE NOT ENCROACHED BY A 100 YEAR STORM EVENT, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0534F, EFFECTIVE DATE 12/20/2019
AND THAT EACH LOT CONFORMS TO THE CITY OF TAYLOR REGULATIONS. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS _____ DAY OF_____2021

_____
LINA CHTAY
REGISTERED PROFESSIONAL ENGINEER
NO. 107211 STATE OF TEXAS
TBPE FIRM NO. 13392

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 WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

_____ _____
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR (SIGNATURE) DATE

WILLIAMSON COUNTY CLERK

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON

I, **NANCY RISTER**, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF_____, 20____. A.D., AT_____O'CLOCK,____.M., AND DULY RECORDED THIS THE DAY OF_____, 20_____, A.D., AT_____O'CLOCK,____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO._____

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS BY:

BY:_____ DEPUTY

WILLIAMSON COUNTY JUDGE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

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

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

SHEET 2 OF 2

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FIRM No. 10128500
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	

DRAWN BY: TLR	CHECKED BY: BLB
SCALE: = N/A	APPROVED BY: BLB
PROJECT NO. 11-008	DATE: AUGUST 06, 2019

Commissioners Court - Regular Session **29.**

Meeting Date: 06/15/2021

ITS Recognition

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 recognizing the Williamson County ITS department on being awarded the 2021 Tyler Technologies Public Sector Excellence Award.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 05:26 PM
Form Started By: Rachel Rull		Started On: 06/03/2021 03:37 PM
Final Approval Date: 06/03/2021		

Commissioners Court - Regular Session **30.**

Meeting Date: 06/15/2021

Juneteenth Proclamation 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 honoring Juneteenth in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Juneteenth Proclamation 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:04 AM
Form Started By: Garry Brown		Started On: 06/10/2021 08:35 AM
Final Approval Date: 06/10/2021		

PROCLAMATION

WHEREAS, Juneteenth recognizes that on June 19, 1865, almost three years after President Lincoln issued the Emancipation Proclamation, Union General Gordon Granger announced in Galveston the freedom of all slaves throughout Texas with these words, "*The people of Texas are informed that in accordance with a proclamation from the Executive of the United States, all slaves are free,"*; and

WHEREAS, Juneteenth has been a long-time, official state holiday honoring the courageous Black Texans who have long struggled for civil rights in the 156 years since General Granger's proclamation; and

WHEREAS, Williamson County residents value historical truth, ethnic heritage, and culture, which *accurately* reflects the real lives and struggles of African-Americans past, present, and future; and

WHEREAS, let us all be reminded that our nation, state, and county have not yet achieved its full potential and that, even more so today, it is incumbent upon each of us to add our voices to those who are striving to bend the arc of the moral universe towards justice;

NOW THEREFORE BE IT PROCLAIMED, that the Williamson County Commissioners Court takes hereby recognizes and proclaims, June 19, 2021 as:

"JUNETEENTH – TEXAS EMANCIPATION DAY"

in Williamson County, and encourages all Williamson County employees and residents to learn more about Juneteenth and support and celebrate the noble purpose of this day.

Passed unanimously by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **31.**

Meeting Date: 06/15/2021

Williamson County Debt

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation from Dan Wegmiller of Specialized Public Finance, Financial Advisor, regarding outstanding and future debt.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 10:45 AM
Form Started By: Julie Kiley		Started On: 06/10/2021 10:32 AM
Final Approval Date: 06/10/2021		

Commissioners Court - Regular Session **32.**

Meeting Date: 06/15/2021

Harris County Cultural Education Facilities Finance Corp Hospital Revenue Bonds-Texas Childrens Hospital

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding Resolution Approving the issuance of Harris County Cultural Education Facilities Finance Corporation Hospital Revenue Bonds (Texas Children's Hospital) Series 2021 to finance and refinance the costs of certain facilities for the Texas Children's Hospital in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

Background

Attached is a memo providing details regarding this bond issuance. Section 147(f) of the Internal Revenue Code provides that a private activity bond (which is what these Bonds are considered) shall not be issued unless they have been approved by:
(1) the governmental unit which issued such bond, or on behalf of which such bond was issued, and
(2) generally, each governmental unit having jurisdiction over the area in which the facility financed by the proceeds of such bond is located.
Item (2) is where Williamson County comes into this since Texas Children's Hospital is building in Williamson County.
Further, the approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). Documentation supporting the notice and public hearing is attached. The bonds are not a liability of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Harris County Cultural Ed Corp Resolution Series 2021 Revenue Bonds

Letter Harris County Cultural Education Bonds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:19 PM
Form Started By: Julie Kiley		Started On: 06/09/2021 10:19 AM

Final Approval Date: 06/09/2021

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned County Clerk of Williamson County, Texas, hereby certify as follows:

1. The Commissioners Court (the "Commissioners Court") of Williamson County, Texas, (the "County") convened in regular meeting on June 15, 2021, at the regular meeting place thereof and by video conference pursuant to the March 16, 2020 action by the Governor of the State of Texas under Section 418.016 of the Texas Government Code suspending certain provisions of the Texas Open Meetings Act, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court, to wit:

Bill Gravell	County Judge
Terry Cook	Commissioner
Cynthia Long	Commissioner
Valerie Covey	Commissioner
Russ Boles	Commissioner

and all of said persons were present except for _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION APPROVING THE ISSUANCE OF HARRIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION HOSPITAL REVENUE BONDS (TEXAS CHILDREN'S HOSPITAL) SERIES 2021 TO FINANCE AND REFINANCE THE COSTS OF CERTAIN FACILITIES FOR THE TEXAS CHILDREN'S HOSPITAL AND WITH RESPECT TO A PUBLIC HEARING

was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote: Ayes: ___; Noes: ___; Abstentions: ___.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said resolution has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the March 16, 2020 action by the Governor of the State of Texas under Section 418.016, Texas Government Code, suspending certain provisions of the Texas Open Meetings Act.

SIGNED this June 15, 2021.

County Clerk
Williamson County, Texas

[SEAL]

WHEREAS, the Harris County Cultural Education Facilities Finance Corporation (the "Issuer") is authorized, pursuant to the Cultural Education Facilities Finance Corporation Act, Texas Local Government Code Chapter 337 (the "Enabling Act"), to issue revenue bonds to finance and refinance the cost of cultural and/or health facilities, and to make loans to provide for financing or refinancing of the cost of such facilities; and

WHEREAS, Texas Children's Hospital ("Texas Children's") has requested that the Issuer issue, and the Issuer has approved the issuance of, its Hospital Revenue Bonds (Texas Children's Hospital) Series 2021 in one or more series (collectively, the "Bonds"), pursuant to the Enabling Act, and a loan of the proceeds of the Bonds to Texas Children's to finance and/or refinance the costs of certain facilities owned and/or operated and/or to be owned and/or operated by Texas Children's and/or its non-profit affiliates (as described more particularly in **Schedule 1** to **Exhibit A** hereto), which are facilities are and will be located throughout the State of Texas (the "Facilities"); and

WHEREAS, a portion of the Facilities consisting of the following sites are and/or will be located in Williamson County, Texas (the "County"): a health facility located at 9835 N Lake Creek Pkwy, Austin, TX 78717 (the "Local Portion of the Facilities");

WHEREAS, the aggregate maximum stated principal amount of the Bonds to be issued on a tax-exempt basis to be used to finance and/or refinance the Facilities is $570,000,000 (provided that an additional amount of bonds may be issued on a taxable basis) and the aggregate maximum stated principal amount of the Bonds to be used to finance and refinance the Local Portion of the Facilities is $285,000,000; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that the Bonds and the Facilities to be financed with proceeds of the Bonds be approved by the "applicable elected representative" (the "AER") of the governmental unit having jurisdiction over the area in which the Facilities are or will be located, after a public hearing following reasonable public notice; and

WHEREAS, with respect to the Bonds and the Local Portion of the Facilities, the Commissioners Court (the "Commissioners Court") of the County is an AER; and

WHEREAS, a public hearing with respect to the Bonds was held on June 8, 2021 (the "Public Hearing") by the duly appointed hearing officer of the Issuer (the "Hearing Officer"), notice of such Public Hearing having been published not less than seven days before the day of such Public Hearing in a newspaper of general circulation available to residents within the boundaries of the County, all as shown in **Exhibit A** attached hereto; and

WHEREAS, the issuance of the Bonds and the action of the Commissioners Court with respect to the matters described herein will create no liability for the County or its residents;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

1. All actions taken by or on behalf of the County or the Issuer with respect to the appointment of the Hearing Officer, the publication of the Notice of the Public Hearing and the conducting of such Public Hearing are hereby authorized, approved and ratified.

2. In order to comply with Section 147(f) of the Code, the Public Hearing has been held by or on behalf of the County, in which hearing members of the public were permitted to express their views with respect to the Facilities and the issuance of the Bonds for such purpose. Notice of such hearing was published no less than seven days prior to such hearing in a newspaper of general circulation in the County, and an affidavit of the publication of such notice and a copy of such notice are each attached to **Exhibit A** hereto. Based upon the results of such hearing (as shown in the certificate of public hearing officer attached hereto as **Exhibit A**), and for purposes of complying with Section 147(f) of the Code, the issuance of the Bonds for the Local Portion of the Facilities is hereby approved

3. **THE COUNTY, THE COMMISSIONERS COURT, THE COUNTY JUDGE AND ALL OTHER COUNTY OFFICIALS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE FACILITIES OR THE ISSUANCE, CREDITWORTHINESS OR REPAYMENT OF THE BONDS TO BE ISSUED BY THE ISSUER WITH RESPECT TO THE FACILITIES. UNDER NO CIRCUMSTANCES SHALL THE COUNTY HAVE ANY LIABILITY, FINANCIAL OBLIGATION OR RESPONSIBILITY OF ANY KIND WITH RESPECT TO THE PAYMENT OF BONDS ISSUED FOR THE FACILITIES OR FOR THE CONSTRUCTION, MAINTENANCE, OPERATION OR ANY OTHER ASPECT OF THE FACILITIES**.

4. The County Judge and County Clerk of the County and other officers or representatives of the County are hereby authorized to execute and deliver such instruments, certificates, or documents necessary or advisable to carry out the intent and purpose of this resolution.

5. This resolution shall take effect immediately upon its passage and shall continue in force and effect from the date hereof.

PASSED AND APPROVED this 15th day of June, 2021.

Exhibit A
to Resolution

Certificate of Public Hearing Officer

[See Attached.]

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

Re: Harris County Cultural Education Facilities Finance Corporation Hospital Revenue Bonds (Texas Children's Hospital) Series 2021 in one or more series (the "Bonds")

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the reissuance for federal tax purposes of the above-captioned Bonds.

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing attached hereto as **Schedule 1**.

2. The Notice of Public Hearing was published no less than seven days before the date of the public hearing, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Schedule 1**.

3. All persons (if any) appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds. No such persons appeared or made comments except as set forth on **Schedule 2** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND as of the 8th day of June, 2021.

Shelby A. Harden
Hearing Officer

Schedule 1 - Affidavit of Publication of the Notice of Public Hearing (with Attached Notice of Public Hearing)
Schedule 2 - Names and Comments of Persons Attending Public Hearing

Schedule 1
to Exhibit A

AFFIDAVIT OF PUBLICATION WITH ATTACHED NOTICE OF PUBLIC HEARING

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS §
§
COUNTY OF Williamson & Travis §

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who being by me first duly sworn, upon oath deposed and said:

1. That this affiant is a duly authorized officer or employee of the ***Austin American Statesman***, which is a newspaper published in Williamson & Travis County, Texas and of general circulation in the following Texas Counties:

Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis & Williamson

2. That said newspaper is a "newspaper" as defined by Section 2051.044, Texas Government Code, and as such:

(1) devotes not less than 25 percent of its total column lineage to general interest items;

(2) is published at least once each week;

(3) is entered as second-class postal matter in the county where published; and

(4) has been published regularly and continuously for at least 12 months prior to publishing the notice referenced below.

3. That attached hereto is a true full and correct copy of a NOTICE OF PUBLIC HEARING HARRIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION HOSPITAL REVENUE BONDS (TEXAS CHILDREN'S PROJECT) SERIES 2021, which was published in said newspaper on June 1, 2021.

Authorized Officer or Employee

SWORN TO AND SUBSCRIBED BEFORE ME, this the 2nd day of June, 2021.

JALEN CAIN ROCHA
Notary ID #132971284
My Commission Expires
March 12, 2025

Notary Public, State of Texas

[NOTARY SEAL]

#8062076.1

DAILY LAW JOURNAL

legal notice

e is hereby given by the Uhaul
pany of Austin of a public auction
tisfy a landlord's lien against de-
ent tenants goods, for sale of
sehold and miscellaneous items
as Mattresses, Box Springs, Appli-
Tables, Chairs and Sofas, Love
Garden Tools, Office Furniture,
Hangings, Automotive Parts
es, Bikes Books and Boxes. Terms
ile are on debit or cash basis only
o one under the age of 16 al-
d. All items must be removed
48 hours. Luther Davis, License
er 8325 with Davis Auctions will
lding the Auction for Uhaul. Pay-
methods are cash and credit
only. The following are hereby
ed of the sale being held on June
2021 at the following locations:

Moving & Storage at Slaughter
S IH 35, Austin, TX 78744 on or
d 9:00 am
Evans
lational Development
gment
rd Smith-Brewington
na Cano
Gorman
a Brimage
Charles Zavala
er Graves
n Beckham
Morales
McMahon
Fields
Viella
on Garza
a Delgado

Moving & Storage at Ben White
ast Ben White Blvd. Austin, TX
on or around
m
d Tovar
strada
a Purper
lo Hernandez
Mukaty
ndo Juarrez
Lunt

Moving & Storage at I-35 and
t Blvd 1032 E 46th St, Austin, TX
on or around 10:00 am
ne Thompson
r Love
a Tealer
Richardson
el Arnold
Vasquez
Sanders
Lewis
Thomas
ry Lang
Barley
ita Moore
un Tysira
Iray
d Townsend

Moving & Storage at Rundberg
N IH 35, Austin, TX 78753 on or
d 10:30 am
Morrison
han Jones
Ross
ce Gallegos
l Mckee
ldo Villarreal

notice to bid

INVITATION FOR BID

Sealed bids addressed to Gregor Forbes, Upper Brushy Creek Water Control and Improvement District, 460 Texas Avenue Round Rock, Texas 78664, for the:

Dam 8, Permanent Fencing approximately 6,000 linear footage, Williamson County, Texas

Proposals will be received no later than Wednesday, June 16 at 2:00 p.m. and will be publicly opened, read aloud and presented at 460 Texas Avenue Round Rock, Texas 78664. Solicitation documents are available on www.ubcdams.org/bids. Proposers shall be responsible for printing or obtaining prints of the above-mentioned project documents, as necessary.

06-01, 06-08/21
0000643459-01

public hearing

NOTICE OF PUBLIC HEARING

HARRIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
HOSPITAL REVENUE BONDS
(TEXAS CHILDREN'S PROJECT)
SERIES 2021

Notice is hereby given of a public hearing to be held by the Harris County Cultural Education Facilities Finance Corporation (the "Issuer") on June 8, 2021, at 10:00 a.m., with respect to the captioned bonds (the "Series 2021 Bonds") to be issued in one or more series in an aggregate principal amount not to exceed $570,000,000 by the Issuer, the proceeds of which will be loaned to Texas Children's Hospital (the "Corporation"). Interested parties may join the public hearing on the date and the time indicated above by dialing +1.866.226.4650 (US Toll Free) and, when prompted, entering the meeting code 240966898#.

The proceeds of the Series 2021 Bonds will be used by the Corporation to provide funds to: (i) finance or refinance the purchase, development, construction, reconstruction, renovation, rehabilitation and/or equipping of a health facility located at 9835 N Lake Creek Pkwy, Austin, TX 78717 (the "New Money Project"); (ii) refund the Harris County Health Facilities Development Corporation Hospital Revenue Bonds (Texas Children's Hospital Project) Series 2008-1 (the "Series 2008-1 Bonds"); (iii) refund the Harris County Health Facilities Development Corporation Hospital Revenue Bonds (Texas Children's Hospital Project) Series 2008-2 (the "Series 2008-2 Bonds"); (iv) refund the Issuer's Hospital Revenue Bonds (Texas Children's Hospital) Series 2015-4 (the "Series 2015-4 Bonds") (collectively, the "Project"); and (v) pay the costs of issuance of the Series 2021 Bonds.

public hearing

and the Woodlands Project.

The aforementioned hearing will be conducted by Shelby Harden or her designee. All interested persons are invited to telephonically attend such public hearing and express their views with respect to the projects to be financed or refinanced with proceeds of the Bonds and the issuance of the Bonds. Questions or requests for additional information may be directed to Shelby Harden, Bracewell LLP, 1445 Ross Ave., Suite 3800, Dallas, Texas 75230 (telephone: (214) 758-1682; e-mail: shelby.harden@bracewell.com).

If a member of the public is having difficulty accessing the telephone conference line, they should contact Ms. Harden at the contact information set forth above for assistance. Any interested persons unable to attend the telephonic public hearing may submit their views in writing to Ms. Harden or by email to the contact information set forth above prior to the date scheduled for the hearing.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds, and the hearing is a "combined hearing" within the meaning of Section 1.147-1(d)(2) of the Treasury Regulations.

6/1/21
0000643510-01

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners Court will hold a public hearing on June 15, 2021, to receive comments regarding the following requests associated with Easton Park Section 1B, Lot 4 subdivision in Precinct Four: filing of an instrument to vacate drainage easements dedicated per document #2017023065, per document #2015088014, and per document #2016150895 of the Official Public Records of Travis County.

The public hearing will be held at 11:00 a.m. in the Commissioners Courtroom in Travis County located at 700 Lavaca (first floor), Austin, TXNotice is hereby given that the Travis County Commissioners Court will hold a public hearing on June 22, 2021, to receive comments regarding a request to authorize the filing of an instrument to vacate a public utility easement located along the common lot line of Lots 1168 & 1169, Apache Shores Section 2, a subdivision in Precinct Three.

The public hearing will be held at 9:00 a.m. in the Commissioners Courtroom in Travis County located at 700 Lavaca (first floor), Austin, TX.

Free language assistance can be provided upon request.
Ayuda gratuita en su idioma se puede proporcionar por petición.

06-01,02,03/21
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Cristoff

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183 8710 Burnet Rd, Austin, TX
1 or around 11 am
wart
trell

loving & Storage at Research
511 Research Blvd, Austin, TX
1 or around
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que Conley
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amirez

6/1, 6/8/21
0000642778-01

9CCP01B-5 Caldwell County
d Road Culvert Upgrade FEMA.
bid Qualifications at http://ww
ldwell.tx.us/page/caldwell.BidR
or contact Danie Blake – Cald-
unty Purchasing Agent at Danl
ke@co.caldwell.tx.us or 512-
5.

06-01, 08, 15, 22/21
0000642914-01

Copiers and Printers
harter School
Lamar Blvd
www.nyos.org/RFP/

5/31-6/2/21
0000642794-01

e you ever heard a stand
comic talk about all the
stuff" people collect?
uy stuff even though we
ave no room for stuff.
en we buy more stuff.
s so funny because we
all relate. Well, we can
p you clean out some of
t stuff and make a little
ney in the process. Call
go online to place your
nerchandise ad today.

The Series 2008-1 Bonds were used to refinance the construction and equipping of (i) the Neurological Research Institute located at 6550 Bertner Street, Houston, Texas 77030, (ii) the Feigin Center located at 1102 Bates Street, Houston, Texas 77030, (iii) the Texas Children's Hospital Maternity Center located at 6701 South Main Street, Houston, Texas 77030; (iv) the Texas Children's Hospital West Tower and Abercrombie Buildings, 6621 Fannin Street, Houston, Texas 77030; (v) the Meyer Building, 1919 South Braeswood, Houston, Texas 77030; (vi) the Texas Children's Hospital Clinical Care Center, 6701 Fannin Street, Houston, Texas 77030; (vii) Texas Children's Hospital administrative offices, Nabisco Building, 2450 Holcombe, Houston, Texas 77021; (viii) Texas Children's Hospital administrative offices, Bank of America Building, 1025 Holcombe, Houston, Texas 77030 (the facilities described in clauses (i) through (viii), inclusive, are referred to collectively as the "Main Campus Project"); and (ix) the Texas Children's Hospital West Campus located at 18200 Katy Freeway, Houston, Texas 77094 (the "West Campus Project").

The Series 2008-2 Bonds were used to refinance (i) the Main Campus Project and (ii) the West Campus Project.

The Series 2015-4 Bonds were used to finance (i) the Main Campus Project and (ii) the construction and equipping of a community pediatric hospital located at 17600 Interstate 45 South, The Woodlands, Texas 77384 (the "Woodlands Project").

The maximum stated principal amount of the Series 2021 Bonds needed to finance the New Money Project will not exceed $285,000,000. The maximum stated principal amount of the Series 2021 Bonds needed to refinance the Series 2008-1 Bonds will not exceed $105,000,000, of which $104,727,000 is allocable to refinancing the Main Campus Project and $273,000 is allocable to refinancing the West Campus Project. The maximum stated principal amount of the Series 2021 Bonds needed to refinance the Series 2008-2 Bonds will not exceed $95,000,000, of which $94,753,000 is allocable to refinancing the Main Campus Project and $247,000 is allocable to refinancing the West Campus Project. The maximum stated principal amount of the Series 2021 Bonds needed to refinance the Series 2015-4 Bonds will not exceed $85,000,000, of which $47,421,500 is allocable to refinancing the Woodlands Project and $37,578,500 is allocable to refinancing the Main Campus Project. The Corporation is the legal owner of the New Money Project, the Main Campus Project, the West Campus Project

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners Court will hold a public hearing on June 15, 2021, to receive comments regarding a request to authorize the filing of an instrument to vacate a public utility easement located along the common lot line of Lots 225 & 226, Apache Shores First Installment, a subdivision in Precinct Three.

The public hearing will be held at 11:00 a.m. in the Commissioners Courtroom in Travis County located at 700 Lavaca (first floor), Austin, TX.

Free language assistance can be provided upon request.
Ayuda gratuita en su idioma se puede proporcionar por petición.

06-01,02,03/21
0000643667-01

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners Court will hold a public hearing on June 22, 2021, to receive comments regarding a request to authorize the filing of an instrument to vacate a public utility easement located along the common lot line of Lots 1168 & 1169, Apache Shores Section 2, a subdivision in Precinct Three.

The public hearing will be held at 9:00 a.m. in the Commissioners Courtroom in Travis County located at 700 Lavaca (first floor), Austin, TX.

Free language assistance can be provided upon request.
Ayuda gratuita en su idioma se puede proporcionar por petición.

06-01,02,03/21
0000643670-01

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Travis County Commissioners Court will hold a public hearing on June 22, 2021, to receive comments regarding a request to authorize the filing of an instrument to vacate a section of right-of-way on Los Olivios Way, as dedicated by Prado Ranch Phase 1, a subdivision in Precinct One.

The public hearing will be held at 9:00 a.m. in the Commissioners Courtroom in Travis County located at 700 Lavaca (first floor), Austin, TX.

Free language assistance can be provided upon request.
Ayuda gratuita en su idioma se puede proporcionar por petición.

06-01,02,03/21
0000643663-01

Facts. Checked and double-checked.

The Truth-O-Meter knows what's really going on.

Austin American-Statesman
POLITIFACT
TEXAS

Schedule 2
to Exhibit A

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

[None.]

BRACEWELL

June 8, 2021

BY E-MAIL

The Honorable County Judge and County
Commissioners of Williamson County
710 Main Street
Georgetown, Texas 78626

Re: Harris County Cultural Education Facilities Finance Corporation Hospital Revenue Bonds (Texas Children's Hospital) Series 2021 (the "Bonds")

Ladies and Gentlemen:

Texas Children's Hospital ("Texas Children's") has received approval from the Harris County Cultural Education Facilities Finance Corporation (the "Corporation") to issue the captioned Bonds and loan the proceeds thereof to Texas Children's for the purpose of financing or refinancing the costs of certain health facilities owned by Texas Children's. Approval of Williamson County is also required in order for the issuance of the Bonds to comply with certain federal tax law requirements. Payment of debt service on the Bonds will be secured solely by loan payments to be made by Texas Children's. The issuance of the Bonds and the action of the Commissioners Court with respect to the matters described herein will create no liability for the County or its residents.

The Bonds are expected to be sold in a public offering in one or more series, with Goldman Sachs & Co. LLC acting as lead manager, J.P. Morgan as co-senior manager, and Ramirez & Co., Inc. and Loop Capital acting as co-managers on the Bonds.

Enclosed please find a proposed Resolution to be placed on the agenda for the June 15, 2021 meeting of the Williamson County Commissioners Court and considered for adoption by the Commissioners Court approving the issuance of the Bonds by the Corporation. We would suggest that this matter appear on the agenda for the Commissioners Court meeting as follows:

> RESOLUTION APPROVING THE ISSUANCE OF HARRIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION HOSPITAL REVENUE BONDS (TEXAS CHILDREN'S HOSPITAL) SERIES 2021 TO FINANCE AND REFINANCE THE COSTS OF CERTAIN FACILITIES FOR THE TEXAS CHILDREN'S HOSPITAL AND WITH RESPECT TO A PUBLIC HEARING

If you have any questions regarding these matters, please do not hesitate to contact me at (214) 758-1682. We greatly appreciate your time and assistance.

Very truly yours,

Shelby A. Harden
Associate

Commissioners Court - Regular Session **33.**

Meeting Date: 06/15/2021

City of Austin

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on requesting the Williamson County Attorney to file a lawsuit to enjoin and restrain the City of Austin pursuant to Chapter 203 of the Texas Property Code in relation to the City of Austin's purchase of the property located at 10811 Pecan Park Boulevard, Building 2, Austin, Texas for purposes of operating and using such property in Williamson County for temporary or permanent housing of individuals in Williamson County, as well as seek any other relief available at law or in equity.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	06/09/2021 05:15 PM
Form Started By: Andrea Schiele		Started On: 06/09/2021 05:09 PM
Final Approval Date: 06/09/2021		

Commissioners Court - Regular Session **34.**

Meeting Date: 06/15/2021

Bail Bond Atty

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of Roger Moore - Attorney at Law to conduct a review of the Williamson County Bail Bond Board's Local Rules and to propose any necessary or desirable changes to those rules, to review the proposed new license application forms for both individual sureties and corporate sureties, and to meet with the Board's review committee concerning these proposed changes; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Moore Eng Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:21 PM
Form Started By: Hal Hawes		Started On: 06/08/2021 06:40 PM
Final Approval Date: 06/09/2021		

Roger Moore
Attorney at Law
P.O. Box 92725
Southlake, Texas 76092
(512) 659-8708
rmoore5203@gmail.com

June 8, 2021

Williamson County Bail Bond Board

To Whom It May Concern:

This confirms my agreement to conduct a review of the Williamson County Bail Bond Board's Local Rules and to propose any necessary or desirable changes to those rules, to review the proposed new license application forms for both individual sureties and corporate sureties, and to meet with the Board's review committee concerning these proposed changes. We have agreed that my fee for this work is to be a flat fee of $1000.00.

Yours truly,

Roger Moore

Agreed:

_____-
Williamson County Judge

Commissioners Court - Regular Session **35.**

Meeting Date: 06/15/2021

Roznovak Termination

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the issuance of a Notice of Termination of Farm Lease between Williamson County, Texas and Jerry Roznovak and Nadine Johnson, being dated effective September 18, 2018, for acreage situated adjacent to the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Termination Notice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:18 PM
Form Started By: Hal Hawes		Started On: 06/09/2021 12:29 PM
Final Approval Date: 06/09/2021		

OFFICE OF GENERAL COUNSEL
WILLIAMSON COUNTY
COMMISSIONERS COURT
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
PHONE: (512) 943-3862

June 15, 2021

Jerry Roznovak
Nadine Johnson
3051 CR 101
Hutto, Texas 78634

RE: Notice of Termination of Farm Lease between Williamson County, Texas and Jerry Roznovak and Nadine Johnson, being dated effective September 18, 2018, for acreage situated adjacent to the intersection of Landfill Road and FM 1660 in , Hutto, Williamson County, Texas (the "Lease").

Dear Mr. Roznovak and Ms. Johnson:

This letter is to provide notice to you, as Lessees of the Lease, that Williamson County is exercising its right to terminate the Lease, for convenience, in accordance with Article 12 of the Lease. The effective date of termination of the Lease shall be December 20, 2021, which is more than the 180 days' notice required by the Lease.

As you know, the Lease is in its Third Lease Period and the end of such period will be September 30, 2021. This termination will not affect the current Third Lease Period. Please proceed with making payment of your second rental installment for the Third Lease Period as required by the Lease.

Pursuant to the Lease, you agreed to surrender the Premises peaceably to Williamson County and pay all rental amounts and any other amounts that may be due under the Lease as of the date of termination. The Lease further sets forth that, in the event Williamson County exercises its right to terminate the Lease upon 180 days' notice pursuant to Article 12, Williamson County will be obligated to reimburse you, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period. In the event you choose to vacate prior to the start of the Fourth Lease Period, which is October 1, 2021, and not use the Premises for any portion of the Fourth Lease Period, you will not be obligated to pay any rents following the end of the current Third Lease Period.

Please notify me of when you will peacefully surrender and vacate the Premises so that I can notify our Auditor's Office regarding future rental payments. I want to thank you for your cooperation in this matter.

Sincerely,

Hal C. Hawes,
General Counsel
Williamson County Commissioners Court

Commissioners Court - Regular Session **36.**

Meeting Date: 06/15/2021

WCSO K9 Transfer

Submitted For: Mike Gleason **Submitted By:** Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Agreement for the Transfer of Law Enforcement Animals in accordance with Chapter 614 of the Texas Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transfer of a LE Animal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:31 AM
Form Started By: Peggy Braun		Started On: 06/10/2021 08:33 AM
Final Approval Date: 06/10/2021		

STATE OF TEXAS

COUNTY OF WILLIAMSON

AGREEMENT FOR THE TRANSFER OF A LAW ENFORCEMENT ANIMAL

WHEREAS, Williamson County, Texas, hereinafter "County," desires to retire law enforcement animals to the care of their handler or other persons familiar to the animal;

WHEREAS, Chapter 614 of the Texas Government Code, authorizes political subdivisions authorized by law to employ peace officers to contract with a person for the transfer of a law enforcement animal;

WHEREAS, the County has verified with the animal's veterinarian, handler, and other caretakers that the animal is suitable for transfer; and

WHEREAS, the animal has reached the end of his working law enforcement life, the animal's handler has passed away in the line of duty or due to injuries sustained while in the line of duty, or the animal's handler has medically retired due to injuries sustained while in the line of duty,

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by County and Deputy Brian Dirner, Transferee, upon and for the mutual consideration stated herein:

1. Nemo (Name of Animal), ID# K9 01, a law enforcement animal, is retired from law enforcement service and transferred from the County's care to the care of Transferee.

2. Transferee has sole responsibility to humanely care for the animal and provide for its health to include shelter, food, regular and appropriate veterinary care, including medication. County shall not compensate or provide funds for the care of the animal. Transferee accepts the animal in its present condition with or without knowledge of any potential medical concerns. County has confirmed with the animal's veterinarian the animal is suitable for transfer, however County makes no representation as to the health of the animal.

3. Transferee shall comply with state and local laws applicable to keeping animals.

4. Transferee shall notify County if no longer able to humanely care for the animal. Transferee shall return the animal to County upon the inability to care for the animal.

5. County shall take possession of the animal upon notification from Transferee of inability to care for the animal or upon a finding upon County's sole discretion that the animal is no longer being humanely cared for by Transferee.

6. Transferee assumes full responsibility for the care and precaution of the animal with awareness of the animal's law enforcement history and training. The parties agree the County shall not be liable in a civil action for any damages arising from the animal's law enforcement training.

7. Inconsideration of the receipt of a law enforcement animal at no cost, receipt of which is acknowledged, Transferee releases, acquits and forever discharges County and its agents, servants, subsidiaries, affiliates, insurers, successors, legal representatives, attorneys, employees, directors, members officers, Williamson County Judge and Commissioners, and any parent, successor or predecessor governmental entity or elected, appointed persons, firms, organizations or governmental entities in privity with County, whether or not named in this Agreement, from any and all claims, demands, controversies, actions and causes of action (whether arising in tort, negligence, gross negligence, contract, strict liability, breach of warranty or any other ground, whether based upon statute or the common law) of whatever nature, present and future, known and unknown, for any and all damages, actual or exemplary, of any kind or character, or any other expenses, losses or damages, which claims, or such causes of action may have been held or may now or in the future be owned or held by or on behalf of Transferee, his/her/its successors, heirs, executors, administrators, or assigns, which in any way arise from, result from, or in any way relate to the transfer of the law enforcement animal to Transferee, including damages arising from the law enforcement animal's training. Transferee further agrees to indemnify, defend, and hold harmless County and any other governmental entity bound to defend or pay judgments against it, from and against any

and all claims, demands or causes of action brought by any person or entity arising out of or resulting from transfer of the law enforcement animal to Transferee, including claims for contribution or indemnity, and the reasonable and necessary costs, including attorney's fees incurred in defense of any such claim.

County specifically shall not be liable for any damages in a civil action for any damages arising from the transfer, including damages from the animal's law enforcement training. County is not liable for veterinary expenses of the transferred animal, including expenses associated with care for a condition of the animal that existed before or at the time of the transfer, regardless of whether the applicable law enforcement agency or County was aware of the condition.

8. This Agreement takes effect upon date of last signature and shall be in effect indefinitely subject to Transferee's ability and willingness to continue to care for the animal.

9. This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement represents and warrants that they have full right and authority to enter into this Agreement.

10. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

11. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action shall be in Williamson County, Texas.

12. SEVERABILITY. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13. NOTIFICATION. Any and all notices which may be required under the terms of the Agreement shall be delivered by registered or certified United States mail or by a recognized commercial carrier or delivery to:

If to Williamson County:
Name: Williamson County Judge
Address: 710 Main
Georgetown, TX 78626

If to Transferee:
Name: Deputy Brian Dirner
Address: 508 S. Rock St.
Georgetown, TX 78626

14. THIS AGREEMENT DOES NOT WAIVE SOVEIGN OR GOVERNMENTAL IMMUNITY TO SUIT AND FROM LIABILITY OF THE COUNTY.

AGREED AND APPROVED;

WILLIAMSON COUNTY

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

TRANSFEREE

By: _____ #2916 **Date:** 06-03-2021
Deputy/Individual

RECOMMENDED AND APPROVED:

By: _____ **Date:** 6/8/2021
County Sheriff

Commissioners Court - Regular Session **37.**

Meeting Date: 06/15/2021

LE & Corrections Compensation Study

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proposed compensation changes for the Williamson County Sheriff's Office Law Enforcement/Corrections Pay scales due to exigencies and economic demands.

Background

Documentation will be provided at the meeting.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 12:13 PM
Form Started By: Starla Hall		Started On: 06/10/2021 11:46 AM
Final Approval Date: 06/10/2021		

Commissioners Court - Regular Session **38.**

Meeting Date: 06/15/2021

Policy Exception

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception regarding the Chief Civil Attorney position in the County Attorney's Office.

Background

The County Attorney's office is asking for the Court's approval on a policy exception for the Chief Civil Attorney PCN 0046 that will be vacant effective June 11th. We would ask the court to consider one of the following options for approval.

1. The County Attorney asks for an exception to the policy of Chief Civil Attorney PCN 0046 to hire 15% above the minimum of the pay grade 36 at the current salary of $108,873.96 which is 37% above minimum of Grade 36. Policy allows a hire at 15% above minimum for external hires which would be $90,974.92. There would be no fiscal impact, as the money is already budgeted on the position.

OR

2. The County Attorney's office asks for the court to approve an exception and allow the reclassification of PCN 0046 from Civil Attorney Grade 36 to Chief Civil Attorney Grade 39.

This position currently supervises two other attorneys who are at a grade above this position:
Chief Juvenile Attorney PCN 0044 Grade 38
Chief Family Justice Attorney PCN 0045 Grade 38

There would be no fiscal impact, as this would be a Title/Grade Change only to the position. If the reclassification is allowed 15% above minimum would be at $105,503.56 for this position and the remaining $3,370.40 would be taken from this position at the end of this budget year and put into the general fund.

This position was not anticipated to be vacated prior to the salary study that is scheduled for Spring 2022. The Chief of Civil division has taken on more responsibilities and is comparable to the Chief of Criminal which is graded at a 39. The County Attorney believes that Option 2 would be the better option given that the position should be reclassified during the salary study.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:20 PM
Form Started By: Stephanie Lloyd		Started On: 06/09/2021 03:17 PM
Final Approval Date: 06/09/2021		

Commissioners Court - Regular Session **39.**

Meeting Date: 06/15/2021

Authorize Purchase of Elections System Annual License and Maintenance

Submitted For: Joy Simonton **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Purchase Order for annual maintenance, support and license fees from Elections Systems and Software in the amount of $245,495.00, pursuant to BuyBoard Contract #542-17.

Background

Approval of this purchase will support the operations of the Williamson County Elections Department. This purchase is for the annual maintenance, license and support fees for Year 3 as outlined in the original agreement approved on 4/30/2019. This expenditure will be charged to budget line 01.0100.0492.004506. Department contact is Vikki Farrow.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Elections System Software

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/10/2021 08:53 AM
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:03 AM
Form Started By: Laura Zavala		Started On: 06/09/2021 03:02 PM
Final Approval Date: 06/10/2021		

ELECTION SYSTEMS & SOFTWARE

11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement - BuyBoard Contract 542-17

Customer P.O. #:
1st Election Date: November 5, 2019
Estimated Delivery Date: June 2019

Customer Contact, Title: Chris Davis
Customer Name: Williamson County, Texas

Phone Number: (512) 943-1622
Fax Number: N/A

Type of Sale: ☑ NEW
Type of Equip: ☑ NEW ☐ REFURBISHED

Bill To:	Ship To:
Williamson County, Texas	Williamson County, Texas
Chris Davis	Chris Davis
301 S.E. Inner Loop - Suite 104	301 S.E. Inner Loop - Suite 104
Georgetown, TX 78626	Georgetown, TX 78626

	Item	Description	Qty	Price	Total
1	DS200	Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	115	$5,750.00	$661,250.00
2	DS200	Tote Bin	200	$225.00	$45,000.00
3	DS200	Paper Roll (Additional)	400	$1.75	$700.00
4	DS850	Model DS850 High Speed Digital Image Scanner with Steel Table, Report Printer, Audit Printer, Start-Up Kit, Dust Cover, Battery Backup, Two (2) USB Cables, and Three (3) Standard 8GB Memory Devices (Version 6.0.2.0)	2	$111,500.00	$223,000.00
5	DS850	Initial Annual License Fee	2	Included	Included
6	ExpressVote BMD	ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device (Version 6.0.2.0)	800	$3,325.00	$2,660,000.00
7	ExpressVote BMD	Soft-Sided Carrying Case	15	$175.00	$2,625.00
8	ExpressVote BMD	ExpressVote Booth	800	$895.00	$716,000.00
9	ExpressVote BMD	ExpressVote Printer	150	$725.00	$108,750.00
10	ExpressVote BMD	ExpressVote Ballot Card Stock with Sequential Numbering - 14" (250 per pkg)	50	$30.00	$1,500.00
11	DS200/ExpressVote BMD	Standard 4GB Memory Device (Additional)	425	$105.00	$44,625.00
12	Software	ElectionWare Software - PYO Standard	1	$49,500.00	$49,500.00
13	Software	ExpressLink Software	1	$4,070.00	$4,070.00
14	Software	Synthesized Audio Capability - Additional Language	1	$2,310.00	$2,310.00
15	Third Party Items	3rd Party Items as set forth on Exhibit B	1	$13,342.00	$13,342.00
16	Network Installation	EMS Network Pre-Installation Staging with Onsite Delivery	3	$2,300.00	$6,900.00
17	DS200	Equipment Installation	115	$115.00	$13,225.00
18	DS850	Equipment Installation (1st Unit)	1	$1,925.00	$1,925.00
19	DS850	Equipment Installation (Additional Unit)	1	$1,000.00	$1,000.00

Sales Order Agreement

20	ExpressVote BMD	Equipment Installation	800	$105.00	$84,000.00
21	Services	Project Management Day	20	$1,700.00	$34,000.00
22	Services	Equipment Operations Training Day	1	$1,700.00	$1,700.00
23	Services	Model DS850 Training Day	1	$1,700.00	$1,700.00
24	Services	Software Training Day	5	$1,700.00	$8,500.00
25	Services	Election On-Site Support Event	4	$4,675.00	$18,700.00
26	Trade-In Allowance and Tabulation Hardware Discount	Equipment Being Traded-In by Customer Includes: 980 - iVotronic Terminal 980 - iVotronic Booth without RTAL Printer	1	($346,000.00)	($346,000.00)
27	Shipping	Shipping & Handling	1	$45,420.00	$45,420.00
				Order Total	**$ 4,403,742.00**

Freight Billable: yes ☑ no ☐

Chris Moody
Regional Sales Manager

Bill Stanley 4/30/19
Customer Signature Date

Thomas E Brunt 4/25/19
V.P. of Finance CEO Date

Williamson County Judge
Title

Trade-In Equipment:
ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties.
ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Payment Terms

$4,403,742.00 to be invoiced as Equipment is delivered and invoicing may be prorated in the event of multiple deliveries.

Invoices are due net 30 from invoice date

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Note 2: In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

Warranty Period (Years): One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)
The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Purchase/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses**. The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue for a **one (1) year period** (the "Initial License Term). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates**. During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (iii) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

(i) the total cost of any third party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Equipment/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. The terms of post-warranty license, maintenance and support are set forth on Exhibit A

b. **Exclusive Remedies/Disclaimer. IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH REPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.**

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

12. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

13. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment and ES&S Software sold and licensed under this Agreement will comply with all applicable

requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Equipment and ES&S Software, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission ("EAC"). ES&S shall not be responsible for any claims, damages, losses, judgments, penalties, costs, amount paid in settlement or fees, which are directly or indirectly related to the County's failure to maintain the network on which the EMS is installed in an hardened configuration.

14. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any third party items that are required in order for the ES&S Equipment and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment and/or ES&S Software purchased and licensed by Customer under this Agreement.

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

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

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

18. **Right to Audit**: ES&S agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of ES&S which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ES&S agrees that Customer shall have access during normal working hours to all necessary ES&S 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 ES&S reasonable advance notice of intended audits.

19. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-19 these General Terms shall survive the termination of this Agreement, to the extent applicable.

EXHIBIT A
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Term"). Upon expiration of the Initial Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

   a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "'Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration

services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in

its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License, Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 5 of the General Terms.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes

beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

Summary:		
Description	**Refer To**	**Amount**
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	$375,795.00
ES&S Software License, Maintenance and Support Fees	ES&S Software License, Maintenance and Support Description and Fees Below	$167,640.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	$193,050.00
Total Maintenance Fees for the Initial Term:		**$736,485.00**
Payment Terms: ES&S shall Invoice Customer annually for each year of the Initial Term. Payment is due before the start of each period within the Initial Term.		
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
115	Model DS200 Scanner	Year 1	$185.00	$21,275.00
2	Model DS850 Scanner	Year 1	$3,995.00	$7,990.00
800	ExpressVote BMD Terminal	Year 1	$120.00	$96,000.00
Total Maintenance Fees for Year 1				**$125,265.00**
115	Model DS200 Scanner	Year 2	$185.00	$21,275.00
2	Model DS850 Scanner	Year 2	$3,995.00	$7,990.00
800	ExpressVote BMD Terminal	Year 2	$120.00	$96,000.00
Total Maintenance Fees for Year 2				**$125,265.00**
115	Model DS200 Scanner	Year 3	$185.00	$21,275.00
2	Model DS850 Scanner	Year 3	$3,995.00	$7,990.00
800	ExpressVote BMD Terminal	Year 3	$120.00	$96,000.00
Total Maintenance Fees for Year 3				**$125,265.00**
Total Hardware Maintenance Fees for the Initial Term				**$375,795.00**

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Williamson County, Texas

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.

- Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
    - Service performed by an ES&S trained and certified technician.
    - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
    - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
    - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
    - Use of a checklist tailored for each piece of ES&S Equipment.

5. Repair Services.
    - Customer will receive coverage for interim repair calls.
        - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
        - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.
    - Customer has access to the ES&S Help Desk for assistance.
    - The customer receives priority on service calls.
    - The customer receives priority on response time.
    - The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES SOFTWARE

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee In Total
1	ElectionWare Software – PYO Standard	Year 1	$49,500.00
1	ExpressLink Software	Year 1	$4,070.00
1	Synthesized Audio Capability	Year 1	$2,310.00
Total License, Maintenance and Support Fees for Year 1		[redacted]	**$55,880.00**
1	ElectionWare Software – PYO Standard	Year 2	$49,500.00
1	ExpressLink Software	Year 2	$4,070.00
1	Synthesized Audio Capability	Year 2	$2,310.00
Total License, Maintenance and Support Fees for Year 2		[redacted]	**$55,880.00**
1	ElectionWare Software – PYO Standard	Year 3	$49,500.00
1	ExpressLink Software	Year 3	$4,070.00
1	Synthesized Audio Capability	Year 3	$2,310.00
Total License, Maintenance and Support Fees for Year 3		[redacted]	**$55,880.00**
Total Software License, Maintenance and Support Fees for the Initial Term			**$167,640.00**

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES FIRMWARE

Initial Term: Expiration of the Warranty Period through the **third** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
115	Model DS200 Scanner	Year 1	$80.00	$9,200.00
2	Model DS850 Scanner	Year 1	$1,575.00	$3,150.00
800	ExpressVote BMD Terminal	Year 1	$65.00	$52,000.00

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee In Total
Total License, Maintenance and Support Fees for Year 1				**$64,350.00**
115	Model DS200 Scanner	Year 2	$80.00	$9,200.00
2	Model DS850 Scanner	Year 2	$1,575.00	$3,150.00
800	ExpressVote BMD Terminal	Year2	$65.00	$52,000.00
Total License, Maintenance and Support Fees for Year 2				**$64,350.00**
115	Model DS200 Scanner	Year 3	$80.00	$9,200.00
2	Model DS850 Scanner	Year 3	$1,575.00	$3,150.00
800	ExpressVote BMD Terminal	Year 3	$65.00	$52,000.00
Total License, Maintenance and Support Fees for Year 3				**$64,350.00**
Total Firmware License, Maintenance and Support Fees for the Initial Term				**$193,050.00**

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
    - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
    - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

7. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.

8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

EXHIBIT B
THIRD PARTY ITEMS

Customer acknowledges that ES&S is purchasing the Third-Party items set forth herein ("Third Party Items") for resale to Customer, and that the proprietary and intellectual property rights to the Third-Party Items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the payment to ES&S for the Third-Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the Third-Party Items which are provided to ES&S.

Qty Ord.	Description	Price	Ext. Price
	EMS FILE SERVER		
1	**DELL POWEREDGE T430**	$7,794.00	$7,794.00
	• PowerEdge T430 Server • PE Server FIPS TPM 1.2v2 CC • Chassis with up to 8, 3.5" Hot Plug Hard Drives, Tower Configuration • Intel® Xeon® E5-2630 v4 2.2GHz, 25M Cache, 8.00GT/s QPI, Turbo, HT, 10C/20T (85W) Max Mem 2133MHz • 1 CPU Standard • 2400MT/s RDIMMS • 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width • RAID 1+ RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs) • PERC H730 RAID Controller, 1GB NV Cache • (6) 2TB 7.2K RPM SATA 6Gbps 3.5" Hot-Plug Hard Drive • On-Board LOM • iDRAC8, Basic • DVD+/-RW, SATA, Internal • Dual, Hot-Plug, Redundant Power Supply (1+1), 750W • (2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America • Keyboard and Optical Mouse, USB, Black, English • Windows Server 2016, Standard Ed, Factory Inst, No MED, 2SKT, 2VM, NO CAL • Windows Server 2016, STD Ed, Media Kit w/Factory Inst ENT DGRD Images • 5-pack of Windows: Server 2016 Device CALs (Standard or Datacenter) • 5 Year ProSupport and NBD On-Site Service		
1	**DELL E2216H 21.5" WIDE LED LCD VGA DP MONITOR 3YR**	$214.00	$214.00
1	**6' VGA M/M MONITOR CABLE**	$8.00	$8.00
1	***SYMANTEC ENDPOINT PROTECTION 14.0.1**	$61.00	$61.00
1	**UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 1500 VA (SERVERS) -**	$302.00	$302.00
	EMS WORKSTATION		
2	**DELL OPTIPLEX 5050 (DESKTOP)**	$1,620.00	$3,240.00

	• OptiPlex 5050 SFF XCTO • Intel Core i5-6500 Processor (Quad Core, 6MB, 4T, 3.2GHz, 65W) • OptiPlex 5050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze) • TPM Enabled • 8GB DDR4 2400MHz (8GBX1) Memory • 3.5-inch 500GB 7200rpm Hard Disk Drive • AMD Radeon R5 430, 2GB (DP,SL-DVI-I) • DVD+/-RW Bezel, Small Form Factor • No Out-of-Band Systems Management • Chassis Intrusion Switch SFF • Dell KB216 Wired Multi-Media Keyboard English Black • Dell MS116 Wired Mouse, Black • Adobe Reader 11 • Waves Maxx Audio • Windows 7 Professional English 64bit DT (Includes Windows 10 Pro License, Microsoft Volume License Only) • Intel Core i5 Processor Label • Dell Limited Hardware Warranty Plus Service • ProSupport: Next Business Day Onsite 5 Years • ProSupport: 7x24 Technical Support, 5 Years • Dell 22 Monitor | P2217H		
2	**UNINTERRUPTIBLE POWER SUPPLY (UPS) BATTERY BACKUP, 850VA (WORKSTATIONS)**	$147.00	$294.00
2	***SYMANTEC ENDPOINT PROTECTION 14.0.1**	$61.00	$122.00
2	***ADOBE ACROBAT STANDARD XI**	$412.00	$824.00
	MISCELLANEOUS COMPONENTS		
1	**OKI B432DN MONO LASER DUPLEX PRINTER**	$416.00	$416.00
1	**LD 6' USB 2.0 A-B CABLE, T, IVOTR, RTAL 6' USB CABLE**	$4.00	$4.00
1	**D-LINK 8-PORT DESKTOP SWITCH**	$63.00	$63.00
	ORDER TOTAL:		**$13,342.00**

Commissioners Court - Regular Session **40.**

Meeting Date: 06/15/2021

Cancelation of Mercell (formerly Negometrix)

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving termination of the Electronic Bidding and contract Management System Mercell (formerly Negometrix) effective 09.15.2021 and authorizing the execution of the notice of termination letter.

Background

In 2019 the County issued an RFP to procure a new electronic bidding system as the old third-party contract was about to expire. Negometrix 3 was the platform that was selected which also included a contract management system. Shortly after implementation of Negometrix 3 the vendor announced an upgrade to a new platform Negometrix 4. It was indicated by Negometrix that the upgraded version would be even more sophisticated, user-friendly and had better features than Negometrix 3. After several months of implementation and usage, it became clear that Negometrix 4 was not fully developed when deployed and was lacking many very important features Negometrix 3 contained. The decision was made to cancel the current contract with Mercell (formerly Negometrix) effective 09.15.2021 and deploy a new solution effective today, so the transition between both systems can be as smooth as possible.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Termination letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2021 04:35 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:26 PM
Form Started By: Kerstin Hancock		Started On: 06/07/2021 09:32 AM
Final Approval Date: 06/09/2021		

OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

June 15, 2021

Via First Class Certified U.S. Mail

Mercell f/k/a Negometrix USA, Inc.
81 Prospect St.
Brooklyn, NY 11201

Mercell f/k/a Negometrix USA, Inc.
140 Broadway, 46th Floor
New York, NY 10005

In re: 90-Day Notice of Termination of Contract #NX2019S01009 for Williamson County, Texas (Effective September 15, 2021)

To Whom It May Concern:

As you are aware, Williamson County, Texas is currently in a contract with your company as referenced above. The Williamson County Commissioners Court has approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, Appendix A authorizes termination for convenience and states in relevant part:

> **This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least ninety (90) days prior to the intended date of termination.**

As you are also aware, Appendix A also states in pertinent part that the Williamson County terms are:

> **… an integral part of the Agreement and must be regarded as an essential part of the Agreement. In the event of conflict, the following ranking applies:**

1) **Williamson County terms;**

2) **Cover Page;**

3) **GT;**

4) **SLA.**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective at the end of business on September 15, 2021.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Purchasing Department

BG/me

Commissioners Court - Regular Session **41.**

Meeting Date: 06/15/2021

Approval of Electronic Bidding and Contract Management System Bonfire

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving contract with Bonfire for Third-Party Electronic Bidding and Contract Management System in the amount of $4,500 for the remainder of the Fiscal Year and for an annual total of $37,500 thereafter, as per DIR contract #DIR-TSO-4363, and authorizing the execution of the agreement and quote.

Background

This is the follow-up item to the Mercell (formerly Negometrix) termination. This request is for the approval of the new electronic bidding platform and contract management system. After researching several solutions offered through various purchasing cooperatives, four (4) vendors were invited for demos of which two (2) vendors were shortlisted and invited for a second presentation. After extensive evaluation of criteria such as but not limited to ease of use of system, size of vendor database, vendor outreach, integration between bidding and contract management systems etc. as well as conversations with various other public agencies in the State of Texas who highly recommended this platform, it is the recommendation to select Bonfire Interactive, LTD as the new electronic bidding and contract management platform. Funding source: 503-3011 $1,500; 503-4100 $3,000 (this is pro-rated for the remainder of Fiscal Year 2021). Beginning October 2021: 01.0100.0503.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2021 04:38 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:28 PM
Form Started By: Kerstin Hancock		Started On: 06/07/2021 10:21 AM
Final Approval Date: 06/09/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
BONFIRE SOFTWARE
(Bonfire Interactive Ltd. - DIR #TSO-4363)

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

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

I.

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

A. Bonfire Quote/Order Form;
B. State of Texas DIR Contract #TSO-4363 detailed at: https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-4363&keyword=Bonfire;
C. This Williamson County Addendum.

II.

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 agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

III.

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

IV.

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

V.

Payment: Bonfire will be compensated as set forth in Bonfire Quote / Order Form, which is incorporated herein as if copied in full.

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

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving sixty (60) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Export of Customer Data: During the agreement and in the event of termination of agreement Bonfire will use commercially reasonable efforts to provide the access or means for Customer to export the Customer Data out of the Platform services or a comprehensive export of all Customer Data in downloadable Excel and ZIP formats upon request.

VIII.

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

IX.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

X.

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

XI.

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.

XII.

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

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

WILLIAMSON COUNTY:	BONFIRE:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: June 4th, 2021

ORDER FORM

Bonfire Interactive Ltd.

121 Charles St. West #C429 ,Kitchener ON, N2G 1H6

ORDER	DETAILS
Plan Type	3 month Term Annual Term
Currency	USD
Contract Type	Bonfire Public Starter
Term 1 Start	7/1/2021
Term 1 End	Sept 30 2021
Annual Start Date	1-Oct-21
Annual Renewal Date	30-Sep-22
Billing Cycle	3 month Term + Annual
Data Location	USD

CUSTOMER DETAILS / QUOTE TO
Williamson County 100 Wilco Way, Suite P101, Georgetown, TX. 78626 Prepared by: Barbara Lima

3 month POC			
Quantity	**Description**	**Rate**	**Amount**
1	**Bonfire Bridge Service Fee**	$1,500.00	$1,500.00
1	**Bonfire Implementation**	$3,000.00	$3,000.00
		Total	**$4,500.00**
Annual Term			
Quantity	**Description**	**Rate**	**Amount**
10 seats	**Bonfire eSourcing**	$4,500.00	$45,000.00
1	**Intake Module - Approvals included**	$5,000.00	$5,000.00
1	**Bonfire Contract Management (1000 contracts)**	$7,500.00	$7,500.00
	JUNE INCENTIVE		***-$20,000.00***
	Internal User Seats (as purchased)	Included	
	Unlimited Projects	Included	
	Unlimited Evaluators/Reviewers/Advisors	Included	
	Unlimited Submissions	Included	
	Unlimited Suppliers & Vendors	Included	
	Bidtables & eAuction	Included	
	Questionnaires	Included	
	COI/NDA	Included	
	Training	Included	
	Implementation/Set-up	Included	
	Maintenance/Hosting	Included	
	Associated Releases/Upgrades	Included	
	On-going Support	Included	
		Annual Total	**$37,500.00**

QUOTE COMMENTS:

- Includes unlimited internal users including supplier, data analyst, manager, administrator, evaluator & advisor/client roles for the organization.
- Includes implementation, training, unlimited projects, support, submissions, and cloud storage.
- Bonfire services including account activation and implementation to start immediately upon receiving signed order form.
- **This offer expires June 18, 2021**
- The county has the ability to opt-out of the second term defined above anytime before October 1st, 2021. This request must be submitted in writing within 60 days of Annual Start Date (Sept 30 2021)
- **Contract in accordance with State of Texas DIR Contract DIR-TSO-4363**

SIGNATURE & EXECUTION:

The Customer hereby agrees to be bound by the terms and conditions of State of Texas DIR Contract DIR-TSO-4363 detailed at https://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-4363&keyword=Bonfire.

Williamson County

Date: _____ Name: _____ Signature: _____

Payment Type: ☐ Credit Card ☐ Check ☐ Purchase Order ☐ Bank Transfer

BONFIRE:

Date: June 4th 2020 Name: Anthony Berry Signature:

Commissioners Court - Regular Session **42.**

Meeting Date: 06/15/2021

Knight Security Information Technology Services Camera Upgrade for Juvenile Justice Center

Submitted For: Joy Simonton **Submitted By:** Laura Zavala, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an agreement with Knight Security Systems for Camera upgrade for the Juvenile Justice Center, in the amount of $6,373.38 as per DIR contract #DIR-CPO-4494, and authorizing the execution of the agreement. Funding Source is P544.

Background

This service agreement is for the installations of four (4) cameras and four (4) wall mounts, one (1) project install kit, two (2) camera connections. This covers $6,373.38 for the system as well as $696.00 recurring annual fee. Legal has drafted an addendum. Department contact will be Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Knight Security

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/10/2021 08:31 AM
County Judge Exec Asst.	Andrea Schiele	06/10/2021 10:54 AM
Purchasing (Originator)	Laura Zavala	06/10/2021 10:58 AM
County Judge Exec Asst.	Andrea Schiele	06/10/2021 10:59 AM
Form Started By: Laura Zavala		Started On: 06/08/2021 11:07 AM
Final Approval Date: 06/10/2021		

Kevin Garlick
kgarlick@knightsecurity.com
(512) 590-7886

Name: Williamson County - Juvenile Center

Site	Billing	Contact
200 Wilco Way Georgetown, TX 78626	3101 SE Inner Loop Georgetown, TX 78626	Roberto Lopez **P** (512) 943-1960 **E** robertolopez@wilco.org

PROJECT NAME: CO1 v2

PROJECT SCOPE

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install camera model and location changes at Williamson County's Juvenile Justice Center.

System installation includes hardware and configuration unless otherwise stated.

Video Surveillance System

KSS will furnish and install the following:

- Replacing two Axis P3375-LV cameras with two P3248-LVE 4K exterior cameras with pendant and wall arm
- Adding two P3248-LVE 4K exterior cameras with pendant and wall arm
- Re-locate two Axis P3375-LV cameras within the building
- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection on an existing Genetec Archive server provided by county IT
  - One administrative account
  - One view only account
  - Estimated days of storage N/A
  - 8MP at H.265 and 15 FPS
  - All cameras will have audio recording enabled
  - Calculations are based on 50% motion detection or event recording
  - This configuration will require at least 6TB to maintain 30 days of retention

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not influence. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Customer Provided Items

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

Client Initials:_____

Finance
Purchaser hereby agrees to pay KSS the following terms:
The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

Project Milestones and Invoicing Procedures
- An initial project invoice is due and payable upon delivery of materials and services rendered
- The remaining balance is due and payable in progress payments based upon material delivered or work completed

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

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

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

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

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

Field Devices
KSS will provide all necessary devices and hardware included on the equipment list attached. The devices on the security plans will be installed and programmed into the system according to the system matrix.
KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

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

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

Rental Equipment - Lift rental is included in this proposal.

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

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

Client Initials:_____

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

Training - Training is not included with this proposal.

Standard Proposal Notes:

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

Knight Security Systems Excludes the Following:

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.
7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

Roles & Responsibilities

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

Project Administration Tasks	Customer	KSS
General project management & administration		X
Designate primary customer point of contact and site supervisor		X
Host initial site orientation and kick-off meeting	X	
Pre-installation walk-through and design verification	X	
Pre-construction utility assessment	X	
System design and engineering		X
System design and engineering approval	X	
Develop master project schedule		X
Approval of master project schedule	X	
System design acceptance within overall master plan of larger facility	X	
Provide lists of existing equipment and building drawing backgrounds	X	

Client Initials:_____

Develop and maintain drawings and equipment schedules		X
Provide written communication regarding work site conditions	X	
Coordinate monthly in-progress reviews for active sites		X
Change order management		X

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

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

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

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

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

- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the

Client Initials:_____

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

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

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

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

Client Initials:_____

PROJECT INVESTMENT

CO1			
QTY	Description	Unit Price	Ext.Price
1	23-4P UNS SOL CMP C6 Ylw Jkt	$361.49	$361.49
4	AXIS T91H61 Wall Mount is designed with a built-in	$135.76	$543.04
1	DIR- Project Install Kit	$69.74	$69.74
4	AXIS P3248-LVE is a robust, outdoor-ready fixed dome that delivers brilliant 4K resolution in any light.	$852.57	$3,410.28
4	Outdoor pendant kit for AXIS Q3505-VE compatible w	$45.77	$183.08
2	1 camera connection	$176.31	$352.62
2	GenetecAdvantage for 1 OmnicastEnterprise Camera	$35.26	$70.52
1	DIR- Project Install Kit	$296.43	$296.43
4	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.00	$56.00
4	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$10.59	$42.36
Video Surveillance System			
QTY	Description	Unit Price	Ext.Price
-2	Day/night fixed dome with support for WDR-Forensic	$619.84	-$1,239.68

Investment Summary

Total Equipment [redacted]
Total Labor [redacted]
Total Proposal Amount [redacted]

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

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: [redacted]
Annual Recurring [redacted]

Grand Total: [redacted]

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

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

COUNTY: WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ _____, 20_____

Service Provider: Knight Security Systems

By: _____

Printed Name: Kevin Garlick

Representative Capacity: Account Manager

Date: June 8, 2021

Client Initials: _____

Commissioners Court - Regular Session **43.**

Meeting Date: 06/15/2021

Preliminary Grant Application for Family Recovery Court Program

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on request to authorize the County Judge to sign initial submission documents related to a grant application through the Office of Juvenile Justice and Delinquency Prevention in support of the Family Recovery Court Program.

Background

The Commissioners Court has approved a grant application through the Office of the Governor to fund the Family Recovery Court program (FRC). We have not yet been notified of the success of that pending application.

Out of an abundance of caution, and considering the importance of the Family Recovery Court program to the welfare of the children of Williamson County, the Judges hearing Child Welfare Cases have decided to submit a second grant application, so that, in the event that we are not successful in our state grant application, we have another potential avenue to fund the program. If approved, this grant will fund the FRC program for 3 years.

Williamson County's Family Recovery Court is an alternative to the traditional processing of CPS cases involving moderate to severe substance abuse. The FRC centers on a collaborative court model that facilitates work between the court system and community partners in cases where substance abuse has led to the removal of a child from their home. Parents, who are ready to embrace meaningful life change, the court system, and community partners work in concert toward the common goal of a healthy and permanent reunification of the family.

The documents attached for approval (SF 424 and SF LLL) do not bind the county to the application and, indeed, if we are successful for the state application, we will abandon this grant request. These are the preliminary documents that must be submitted in order to access the actual grant application materials so that we can prepare the grant application. The documents have been provided to Legal Counsel and the Auditors Office for their review. Once the final application is completed, we will return to the Court for approval to submit.

The OJJDP Grant for Establishing New Family Drug Courts does require a 25% match. We are working with our FRC partners to identify those costs which come through in-kind services that we will utilize to constitute the match so that there is no actual impact on the County's budget in authorizing this grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SF LLL for FRC
SF 424 for FRC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 10:28 PM
Form Started By: Ronald Morgan		Started On: 06/10/2021 10:16 PM
Final Approval Date: 06/10/2021		

GRANTS.GOV™

WORKSPACE FORM

1-800-518-4726
SUPPORT@GRANTS.GOV

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	O-OJJDP-2021-92009
Opportunity Title:	OJJDP FY 2021 Family Drug Court Program
Opportunity Package ID:	PKG00266906
CFDA Number:	16.585
CFDA Description:	Drug Court Discretionary Grant Program
Competition ID:	C-OJJDP-2021-00063-PROD
Competition Title:	1-Establishing New Family Drug Courts
Opening Date:	05/05/2021
Closing Date:	06/22/2021
Agency:	Office of Juvenile Justice Delinquency Prevention
Contact Information:	OJP Response Center

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS00703862
Application Filing Name:	Williamson County Family Recovery Court
DUNS:	0769300490000
Organization:	WILLIAMSON, COUNTY OF
Form Name:	Disclosure of Lobbying Activities (SF-LLL)
Form Version:	2.0
Requirement:	Mandatory
Download Date/Time:	Jun 10, 2021 12:33:40 PM EDT
Form State:	No Errors

FORM ACTIONS:

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name:* Williamson County

** Street 1:* 710 S. Main St. *Street 2:*

** City:* Georgetown, TX *State:* TX: Texas *Zip:* 78626

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

Ofc. of Juv. Justice and Del. Pgrms.

7. * Federal Program Name/Description:

Drug Court Discretionary Grant Program

CFDA Number, *if applicable:* 16.585

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix: ** First Name:* n/a *Middle Name:*

** Last Name:* n/a *Suffix:*

** Street 1:* n/a *Street 2:*

** City:* n/a *State:* *Zip:*

b. Individual Performing Services (including address if different from No. 10a)

Prefix: ** First Name:* n/a *Middle Name:*

** Last Name:* n/a *Suffix:*

** Street 1:* n/a *Street 2:*

** City:* n/a *State:* *Zip:*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** Completed on submission to Grants.gov

***Name:** *Prefix:* Hon. ** First Name:* Bill *Middle Name:*

** Last Name:* Gravell *Suffix:*

Title: Williamson County Judge **Telephone No.:** 5129431550 **Date:** Completed on submission to Grants.gov

Federal Use Only:

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Standard Form - LLL (Rev. 7-97)

GRANTS.GOV™

WORKSPACE FORM

1-800-518-4726
SUPPORT@GRANTS.GOV

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	O-OJJDP-2021-92009
Opportunity Title:	OJJDP FY 2021 Family Drug Court Program
Opportunity Package ID:	PKG00266906
CFDA Number:	16.585
CFDA Description:	Drug Court Discretionary Grant Program
Competition ID:	C-OJJDP-2021-00063-PROD
Competition Title:	1-Establishing New Family Drug Courts
Opening Date:	05/05/2021
Closing Date:	06/22/2021
Agency:	Office of Juvenile Justice Delinquency Prevention
Contact Information:	OJP Response Center

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS00703862
Application Filing Name:	Williamson County Family Recovery Court
DUNS:	0769300490000
Organization:	WILLIAMSON, COUNTY OF
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	3.0
Requirement:	Mandatory
Download Date/Time:	Jun 10, 2021 12:31:22 PM EDT
Form State:	No Errors

FORM ACTIONS:

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☒ Preapplication	☒ New	
☐ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
Completed by Grants.gov upon submission.	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	County of Williamson
* b. Employer/Taxpayer Identification Number (EIN/TIN):	74-60000978
* c. Organizational DUNS:	0769300490000

d. Address:

* Street1:	710 Main St., Ste. 301
Street2:	
* City:	Georgetown
County/Parish:	Williamson
* State:	TX: Texas
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	78626-5703

e. Organizational Unit:

Department Name:	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	Ronald
Middle Name:	S		
* Last Name:	Morgan		
Suffix:	Jr.		

Title:	Director
Organizational Affiliation:	District Court Administration
* Telephone Number:	512-943-3530
Fax Number:	
* Email:	ronald.morgan@wilco.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Office of Juvenile Justice Delinquency Prevention

11. Catalog of Federal Domestic Assistance Number:

16.585

CFDA Title:

Drug Court Discretionary Grant Program

*** 12. Funding Opportunity Number:**

O-OJJDP-2021-92009

* Title:

OJJDP FY 2021 Family Drug Court Program

13. Competition Identification Number:

C-OJJDP-2021-00063-PROD

Title:

1-Establishing New Family Drug Courts

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Williamson County Family Recovery Court

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 31st
* b. Program/Project: 31st

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2021
* b. End Date: 09/30/2024

18. Estimated Funding ($):

* a. Federal	698,002.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	698,002.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Hon. * First Name: Bill

Middle Name:

* Last Name: Gravell

Suffix:

* Title: Williamson County Judge

* Telephone Number: 512-943-1550 Fax Number:

* Email: BGravell@wilco.org

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

Commissioners Court - Regular Session **44.**

Meeting Date: 06/15/2021

EPM3

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 updates to the Employee Policy Manual to be effective October 1, 2021.

Background

This is the third round of proposed changes to the Employee Policy Manual. My intent is to place it on the agenda for your review several more times before the final draft is ready. In addition to the red-lined changes notated, I would request to discuss compensation policies regarding transfers between departments, potential merit allocation policy for employees for FY22, lateral move policy, and the maximum increases per employees per year. These items were hard to red line as I have received different feedback on each one.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EMPdraft3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/07/2021 08:49 AM

Form Started By: Rebecca Clemons Started On: 06/04/2021 01:46 PM

Final Approval Date: 06/07/2021

WILLIAMSON COUNTY
1848

Employee Policy Manual

Effective December 15, 2020

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Employee Responsibilities..... 31

DOT Regulated Testing 37

Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.

Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice
- Williamson County may terminate the employment relationship at any time with or without cause or notice
- Williamson County may change the terms and conditions of employment at any time, with or without notice

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay
- **Temporary**: Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act. (FLSA)

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy

Employment

Overtime

Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation.
Non-Exempt	YES	• Time and a half pay or compensatory time after 40 hours actually worked in a work week. • Determination of pay vs comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	YES	• Time and a half compensatory time after 40 hours actually worked • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours worked.
Non-Exempt: Law Enforcement and Corrections Officers	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14 day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime as it is based on hours actually worked. Sick leave, vacation, holidays, and other absences from the work place do not count toward the accrual of overtime. Time sheets must be balanced to the number of hours scheduled per pay period. As used above, overtime may refer to accruals of compensatory time or payments.
Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.
*EMS and Emergency Communications use leave based on scheduled shift hours, rather than the pay period.

Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a similar position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options

Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of 5 calendar days.
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or manual written posting may be used to notify employees of the vacancy.	• Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.). • Applications should be accepted for a minimum of 5 calendar days.
Applicant Pool	Applications are reviewed from a previous posting for the same or similar position.	Contact Human Resources to request applications from the previous posting.	Applications will be provided through the online hiring system for the hiring manager to review.

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the Texas Government Code Chapter 573 outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573(Relationships by Consanguinity or by Affinity) for additional clarification. In compliance with its own policies, the Commissioners Court will not affirm any Officer who is related to another employee within the same department.

Changes in relationships which may violate this policy, must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules. If the retiree is on Williamson County retiree health benefits, the waiting period still applies.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job specific screening, prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation

All new employees must attend new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is strongly recommended. The first pay check will be mailed to the address of record, as could the first paycheck whenever changing banking institutions or account information. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System Contributions (TCDRS)

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System (TCDRS) as a condition of employment. Temporary employees are exempt from participation as provided by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.

Employment

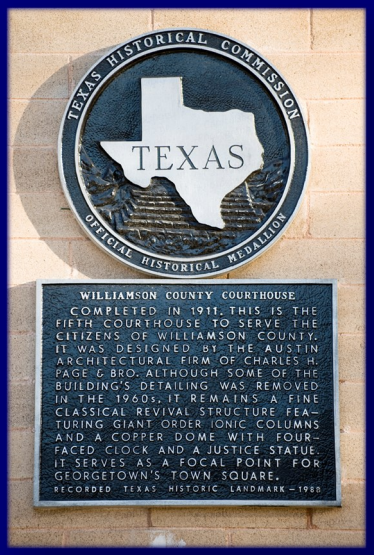
Transfers

Employees transferring from one County office or department to another should give at least a two week written notice to their current official/department head. The current official/department head may waive the two week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited. Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

Employees are required to provide at least a two week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.
The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014



Adjusted Service Dates for Rehired Employees (non-retirement)

Employees rehired within 90 days from his/her last employment termination date, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of employment minus the number of break in service days. The adjusted service date will also be used for determining vacation and longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge skills and ability's of a former employee or other special circumstances)

Refer to the Uniformed Services Employment and Re-employment Rights Act (USERRA) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

Don't forget to check County email daily!

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time
- Breaks of more than 20 minutes (i.e. errands) will require non-exempt employees to clock out and not to perform any work during that time
- Lunch breaks will be for a period of not less than 30 minutes, during which the employee may not perform any work

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks as listed above. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, must record leave time such as sick, vacation, and FMLA in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave hours will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart on the next page provides the policies related to the various leave types authorized by the County.

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Pay Out	Policy
VACATION 160 hours accrual max	< 5 years= 3 Hours 5 minutes per pay period	80 hours	• Leave is accrued at the end of the pay period. • Changes in work schedules, may result in adjustments to leave balances & accruals. • Part-time employees earn 1.5 hours per pay period with the same max accrual as Full-time employees (Effective 10/1/16). • Proration may occur for full-time employees that work less than 30 hours per week. • Contact Human Resources for more information. • Accrual max rates will change to max payout rates effective 10/1/2022.
	5 to < 10 Years= 4 hours 37 minutes per pay period	120 hours	
	10 + years= 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24 hour Shifts) 168 hours accrual max	< 10 years= 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	• May only be used for illness or medical appointment for employee or *qualifying* family member, as defined by FMLA. • May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician, of the child having a serious medical condition. • May be required to provide documentation. • Not a substitute for vacation. • Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
SICK LEAVE (EMS Paramedics on 24 hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	
FLOATING HOLIDAY*	2 (8 hours) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• Only available to full time employees. • Must be used by the end of the fiscal year. • EMS Paramedics on </= 12 hour shifts will receive 2 days/hours based on normal shift assignment.
HOLIDAY*	• Part time employees receive 4 hours • Full-time employees 8 hours	N/A (Not paid at termination)	• Dates are established by Commissioners Court annually, subject to change. • Employee must work or be on approved paid leave the day before and after the holiday. • EMS Paramedics will receive up to 12 hours based on normal shift assignment.
BEREAVEMENT LEAVE*	2 (8 hour) days per fiscal year (Effective October 1, 2017)	N/A (Not paid at termination)	• May be granted following the death of a friend or family member at the discretion of your departments leadership. • Documentation may be required. • EMS paramedics will receive 2 days/hours based on normal shift assignment .
PUBLIC SAFETY ADJUSTMENT	64 hours per fiscal year, does not roll over	N/A (Not paid at termination)	• Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. • Max of 4 hours per shift and must be used with 8 hours of holiday/floating holiday/bereavement to cover shift as scheduled.

*Refer to Non-Exempt Public Safety Adjustment policy

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	• Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. • Time off to vote may be approved due to unusual circumstances, please see Texas State Regulations. • Leave may be approved when an employee is summoned to testify for a case that is work related only. • The first 15 days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 days the employee may choose to use vacation leave or be placed on leave without pay. • Contact HR for further information related to USERRA leave and benefit continuation.
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure. • Employees on approved leave of any type are not eligible. • If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Leave is granted when exempt employees must work during office closure that has been declared by the County Judge. • EP leave must be used before the end of the current fiscal year.

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

Type	Rate of Accrual	Max Accrual	Policy
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday.	200 hours	• Will not be paid upon termination if earned after 10/1/14.
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	• Must be used before vacation time.
WORKERS COMPENSATION LEAVE	Used by employees that must miss work due to an on the job injury.	N/A	• Any on the job injury must be reported immediately, failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001). • HR will coordinate leave and medical care with the Worker's Compensation carrier. • FMLA can run concurrently with lost time under workers' compensation and may provide for medical insurance continuation if you are receiving workers' compensation income benefits. • Contact HR for more information.

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee, leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

A list of County Holidays can be found on wilco.org

For more information on FMLA visit: http://www.dol.gov/whd/fmla

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Eligibility	• Worked for the County for at least 12 months. • Worked a minimum of 1250 hours in the last 12 months.
Entitlement	**Qualifying Reasons/Policy**
Basic FMLA	
• 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules	• FMLA is unpaid time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool, without certification of the child having a serious medical condition. • To care for spouse, child, or parent of the employee who has a serious health condition. • Employee's own serious health condition. • Employees requesting leave to care for an immediate family member with a serious health condition, may be required to submit proof of the familial relationship, such as a birth certificate or marriage license. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday. • Eligible employees with accrued leave will have the leave applied in the following order when the leave is <u>not</u> related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday. • Holiday leave will not bank, it will be utilized in the week earned.
Military Family Leave– Qualifying Exigency Leave	
• Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. • Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty.	Qualifying exigency is unpaid time off and may include: • Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave. • Attending certain military events related to the call to duty. • To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty. • To attend to certain financial and legal arrangements as a result of the military member's absence while on duty. • In some instances, to attend counseling arising from the covered active duty or ca\1 to covered active duty status of a military member. • To spend up to 15 days of leave with a military member on a short leave for rest and recuperation. • To attend post-deployment activities during the 90 days after the termination of the military member's covered active duty status or to address issues related to the death of a military member while on covered active duty. • To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility. • Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. • Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday.

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy

Entitlement	Policy
Military Family Leave– Service Member Caregiver Leave	
• Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member. • If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave. • The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave. • The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.	The term "covered service member" for purposes of Service member Caregiver Leave means: • A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. • A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran. The term "serious injury or illness": • In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. • In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran. • Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- *Since the laws and regulations governing military leave and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules*

- Restoration of Employment
- Employee Benefits
- Group Health Benefits
- Relationship to PTO
- Notification
- Certification of Health
- Status Reports
- Intermittent Leave
- Failure to Return from FMLA Leave

Administrative Leave

Situations where administrative leave with pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	• May not be used during or to extend FMLA. • Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only. • If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court. • The employee will be paid base wages, this will not count as hours worked for overtime purposes. • Medical benefits will continue at active employee rates. • The employee must contact his/her supervisor weekly, and remain available to return to duty with 12 hours' notice. • If the employee returns to work, he/she shall receive full credit for any suspended accruals/longevity/supplemental pay, unless determined otherwise. • Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty. • Leave will be applied as follows: compensatory time, vacation, banked holiday.
Administrative Leave (without pay)	Non-Elected & Elected Offices	• Temporarily suspends employees job duties. • Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies. • Full days/full week periods are administered for Exempt employees on admin leave with out pay (partial days will not be granted). • Employees may not substitute accrued paid leave during unpaid admin leave. • Employee must coordinate payment of medical and dental benefits with the HR Department. • Employees may be required to periodically contact their supervisor.
Administrative Leave (with or with out pay)	Elected Offices County Auditor's Office Juvenile Services	• Must provide the Senior Director of HR with a written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave. • If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/ termination.
Administrative Leave (with or with out pay)	Non-Elected Offices	• Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation. • Subject to the oversight of Commissioners Court. • HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave.
Reinstatement	Non-Elected & Elected Offices	• The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.
Other Information	Non-Elected & Elected Offices	• Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods. • Longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods. • Supplemental pay is defined in the budget order.

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

To view the full policy visit: policy center

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	• Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the County sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. • Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave. • The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	• One year of full-time employment must be completed as of first day of open enrollment. • A minimum of 8 Hours and no more than 40 hours must be contributed. • Must enroll each year during benefits open enrollment. • Contributed sick leave hours will be deducted on the 1st day of the pay period which includes January 1st.
QUALIFICATION	• An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own serious medical condition. • SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act. • SLP time will not be granted beyond the end date of approved FMLA leave (12 week max). • There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute. • Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated.
PROCEDURE	• Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information) • Upon receipt of the completed SLP benefit request, Human Resources will review the request, along with the FMLA documentation.
UTILIZATION	• The number of hours granted through the SLP will be based on the FMLA documentation. • SLP time may only be used for approved workdays and for holidays. • SLP benefit end when the employee returns to work, exhausts the SLP benefit, upon separation, suspension or administrative leave.
CONTRIBUTIONS	• Employee contributions of sick leave hours are irrevocable. • Sick leave hours that are contributed become the property of the SLP and cannot be returned. •Time contributed to the SLP cannot be designated to a particular employee. • If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership. • An employee separating from employment may contribute up to 80 hours of sick leave to the SLP. • All unused time that was granted to an employee from the SLP shall be returned to the pool.
DISCLAIMER	• The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees. • If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion. • The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.

Work Environment

Benefits

Williamson County offers an excellent comprehensive benefits package to all full time employees. Benefits are administered by the Benefits Administration team which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below:

Benefits

- Full time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental/ benefits coverage on the first of the month, following the completion of 60 days of employment.
- Current employees can make changes to benefits only during open enrollment or due to a qualified life event.

Type	Policy	Premium Payment
Medical **Vision, Dental**	• Full-time employees must enroll during initial open enrollment period and/or subsequent open enrollments.	• Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay(LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work. • Employees who do not return to work, after LWOP, are responsible for unpaid premiums. • Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction. • Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.
Voluntary Term Life	• Full time employees may purchase additional voluntary life insurance for themselves and their dependents during initial enrollment or during open enrollment.	
Short Term/Long Term Disability (STD/LTD)	• Full time employees may select STD/LTD during open enrollment. If STD/LTD are not selected during the initial open enrollment, or if there is a gap in coverage, an application will need to be submitted prior to coverage enrollment.	

Flex Spending Account (FSA) Health & Dependent Care	• Full time employees may elect FSA during initial benefit enrollment or subsequent open enrollments.
	• Maximums may apply.
		• If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year of the elected benefit.
		• Contributions may be paid by the employee:
		  • After tax payment during leave without pay
		  • Pre-tax payroll deduction upon return
		• If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.

Group Term Life	• Full time employees receive group life insurance for themselves and covered spouse/children at no cost.	• Premiums paid by employer regardless of active employee status.
Voluntary Supplemental/ Benefits	• Full time employees may purchase these additional offerings during initial open enrollment or during a subsequent open enrollment.	• If an employee is on a leave without pay, premiums must be paid directly to vendors to avoid cancellation. • Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled.
EAP	• EAP services are provided at no cost to all full time employees.	• n/a
Retirement	• Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period.	• n/a

Expenditure Guidelines

Type	Policy
Continuing Education & Training	• If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam, or licensing fees. • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County. • Recertification of any required job related certifications may be paid for by the County and are limited to two times for each renewal period. • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed. • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification. • The funds for these items must be available in the departments training budget.
Tuition Reimbursement	• The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full time employees. • The training class/work must provide the skills and/or knowledge that is directly related to the job description. • A copy of the job description and the course/certification description must be submitted with the approval request. • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees not to exceed that which would be payable at a state supported college or university.
Off-Site Staff Development	• Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert. • Off-site staff development is limited to ~~once~~ twice per fiscal year, per department/division. At least one of the off-site trainings must be at a County facility (Conference Room, Park, etc.). • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee). • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign up sheet is required).
Seminars & Conferences	• All training should be obtained at the closest possible location. • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place or request a refund. • Only job related training will be processed for payment. • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing. • Employees will not be reimbursed for registration fees until after the conference/training has taken place. • A receipt is required for all fees related to the conference/training.

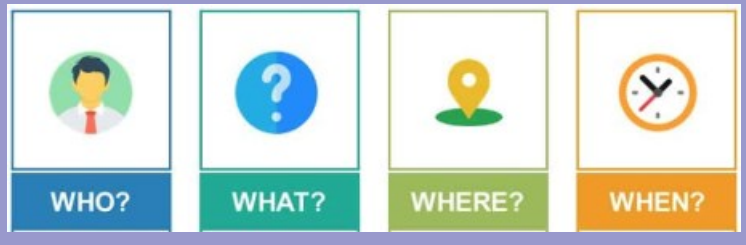
Expenditure Guidelines

Type	Policy
Airfare	• Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience (supporting documentation showing the fee comparison is required). • Airfare must be paid directly to the airline or Accent Travel, (i.e. no other travel agencies such as Expedia). • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. • The County will not issue reimbursements for tickets purchased with frequent flyer miles. • A maximum of 2 bags will be reimbursed, excessive bag fee charges are not refundable. • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.
Car Rental	• Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation. • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company. (i.e. Hertz, Enterprise, etc.) • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. • Insurance purchased when renting a vehicle may also be reimbursed. • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	• Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location, or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). ~~• For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc.~~ • Reimbursement for mileage is prohibited between place of residence and usual place of work. • Mileage should be calculated from an employees regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. • Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive). • ~~Tolls and~~ Other parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. ~~• Airport parking fees are limited to $15 per day (ABIA economy lots B-G are least expensive).~~ • It is the responsibility of the employee to keep track of mileage. • Employees assigned to a County vehicle are not eligible for mileage reimbursement. • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

Expenditure Guidelines

Type	Policy
Lodging	• Lodging expenses are reimbursed only if travel is beyond a 45 mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626. • Government rate or least expensive rate should be requested at all times. • Hotel accommodations require an itemized hotel folio as a receipt. • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt. • Personal telephone charges, whether local or long distance, are not reimbursable. • Single room rate charge plus any applicable tax is reimbursable, no exceptions.

Meals	• The reimbursement for meal costs in travel of less than one day will be reimbursed on the employee's paycheck and will be processed as taxable income.
	• Meals are reimbursable only for County business trips that are outside the County with the exception of; Commissioners Court meetings that extend beyond 1:00 p.m. and off-site staff development opportunities that are held within the County.
	• Meal reimbursements are limited to a maximum of $50.00 per day:
	  ▪ $20.00 for meals when traveling outside the County for day trips.
	  ▪ $20.00 for meals on day of return for overnight travel (unless returning after 8pm).
	  ▪ $50.00 for meals when traveling outside the County with an overnight stay or work hours extend beyond 8:00pm (documentation may be required).
	  ▪ If an overnight stay is required, out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the $50.00 overnight allowance for meals, lodging will not be reimbursed.
	  ▪ $50.00 for meals when traveling outside the County for day trips and the work hours extend beyond 8:00pm (documentation may be required).
	• Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor.
	• All meals not associated with an overnight stay are taxable.
	• Meal receipts are not required for per-diem.
	• Alcoholic beverages are not reimbursed.
	• If employment duties require traveling to alternate work locations within the County, meals are not reimbursable.
	• Meals purchased for entertainment/business purposes are not allowed.
	• Meal reimbursements are paid for County employees only.



Expenditure Guidelines

Type	Policy
General Travel Information	• An advance will not be issued for travel expenditures. • All travel expenses must be supported with an itemized receipt. • Purchases for airfare, hotels, car rentals, and expense reimbursements, all require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. • Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. • Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. • The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Accent Travel is available for booking airfare, and there is an account setup for the County. • Cancellation fees or unused travel expenses, are not reimbursable unless due to a business related expense, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancelation fees related to lodging, or unused travel arrangements. • Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a personal purchase (by mistake), employees must include a check made payable to Williamson County, with the p-card statement. • Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	• With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. • Each expense reimbursement must have the employee signature and department head approval. • All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement; unless specifically approved by the County Judge. • Tax for meals, airline tickets, hotel stays and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. • Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. • Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. • The Auditor's Office may request additional documentation for any or all reimbursements. • Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (who, what when, where) • Hotel folios should be included as backup when possible.

Non-Reimbursable Expenses

Type	Examples
Personal Purchases	• Damage to personal items (clothing, vehicles/auto repairs, etc.). • Personal phone calls. • Laundry services or personal clothing. • Personal doctor bills, prescriptions, and other medical services. • Entertainment, movie rentals, saunas, massages, or exercise facilities. • Baby-sitter fees, personal kennel costs, pet or house sitting fees. • Expenses incurred by a spouse or other individual accompany you on a business trip.
Meals Food Drink	• Coffee, tea, and other related items used by employees while in the office. • Alcoholic beverages/tobacco products. • Drinking water services. • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).
Travel	• Short term or valet parking at the airport (other than short term parking related to prison transports). • Parking should not exceed $15 per day. Economy B-G lots are long term parking lots at ABIA, and are approved for County Employee Parking. • Non-Airport Parking: Valet service is not an option unless safety is a concern. • Mileage to/from County functions, not related to official County business (ex: retirement party). • Transportation to places of entertainment or similar personal activities. • Excessive weight baggage fees or cost associated with more than two airline bags. • Upgrades to airfare, hotel or car rental.
Miscellaneous	• Expenses related to County Government Week or holiday decorations. • Flowers/Plants • Greeting, thank you, or holiday cards. • Fines and or penalties. • Credit card delinquency or service fees. • Lifetime memberships to any association. • Donations to other entities. • Any items or fees that could be construed as campaigning, i.e., Chamber of Commerce dues or other civic organization dues, fees for parade entry, items with elected officials name (other than letterhead). • Sales tax on goods purchased. • Community outreach items exceeding $2 per item.

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card, must be reimbursed to the County as soon as possible.

Expenditure Guidelines

Type	Policy
Uniforms	The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County–wide policy*: 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement. 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time. 4. All uniforms and other County property must be promptly returned if County employment ends. 5. Employees will not be issued a uniform without written acknowledgment of this policy. 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy. 7. Footwear including the type/brand for all departments must be approved during the budget process. *The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.
Other Expenses	• A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees. • Only paid receipts will be reimbursed. • For additional details on ineligible expense items refer to the County Budget Order. • If a receipt is unattainable or is lost, a written statement must be submitted for the expense. • Reasonable tips are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides.
Employee Recognition Expenses	• Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order. • Employees can be taxed for these items. • In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable for the following: Employee Recognition: · Plaques, awards or certificates of recognition for service · Plaques, awards or certificates of recognition for retirement · Plaques, awards or certificates of recognition for exemplary job performance • Employee requirements: • $40 for employees with up to 15 years of service • $80 for employees with more than 15 years of service • No reimbursement of sales tax will be allowed. • Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses. • The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items.

Compensation

Compensation Philosophy

The objective of the County compensation system is to demonstrate the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every five fiscal years. Some positions may be reviewed more often based on factors including high turnover, recruitment difficulty or market demand.

Participant	Role and Responsibility	Policy/Process
Commissioners Court	• The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds.	• Sec. 152.011, Texas Local Government Code
Human Resources	• Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court.	• The position classifications that have been identified for the study will be presented to Commissioners Court. • Kick-off & other meetings as necessary will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. • Requests will be sent to the identified market entities. (see Market below) • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Post-recommendation hearings will be scheduled for departments/offices that wish to address Commissioners Court. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments/Offices	• Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood.	• Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (based on population, entity structure and/or geographic location)	• Provides substantiated market data for the identified positions.	Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis Cities used for the study will be: Cedar Park, Georgetown & Round Rock *This list may be amended as needed based on unique attributes of some position classifications

Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	• Titles may be recommended for change when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards. • Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections Officer" can only exist within the Sheriff's Office)
Pay Grade Increase	• Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median. • Employee's moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.
Pay Grade Decrease	• Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median. • An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump sum merit.
FLSA Exemption Status	• Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law. • The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt. • Compensatory time will be paid at the time of the update, for positions changing status from non-exempt to exempt.

Compensation

Pay Frequency and Work Week

Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.

- A pay period consists of two weeks' pay ending on the Thursday of the previous week before pay day.
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified.
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday.
- The payroll calendar is located on the Auditor's Portal.

Don't forget to check pay slips online at any County Computer!

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.
Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.
Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Auditor Payroll Department immediately.
Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (pay charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Timeline for Compensation Changes

Salary study changes, approved COLA's, annual tenured based LE and C step increases, and any other compensation changes approved during the annual budget processes are effective October 1 each fiscal year.

If merit is allocated through HR driven bulk upload, reviews should be completed and merit keyed on the HR provided spreadsheet by November 1. Merit can also be allocated through Oracle and entered by the department throughout the year after the bulk upload until early August.

Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County that perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked, or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of "on assignment by the Court" includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County's policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- Transcripts Prepared During Working Hours
  Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter's daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.

- Transcripts Prepared Outside of Hours Worked
  Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter's own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.

- Private Paid Transcripts
  Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court.

Salary/Position Changes

Type	Description/ Policy	Pay +	Pay -	Approval Process	Additional Information
Merit	• Merit funding can only be used for performance pay increases. • Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase. • An employee is eligible for merit after 90 days in their current position.	Max of 5% per employee, per budget year* authorized as a merit percentage amount and issued as a lump sum only.	N/A	• Oracle workflow required • Each processing period will have a cut off date. Employee must have completed 90 days of employment by that date • A line item transfer form must be submitted in addition to the workflow • Merit can only be transferred out of the merit line item • Merit is not transferrable between positions	• District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases. • Merit for small departments with 4 or less merit eligible employees that do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%) • Verification of evaluation required.
Position Salary Surplus	• Cannot be used for merit increases. • Cannot be requested to be moved between positions after February 15th.	Refer to filling a vacancy, promotion and or reclassification policies.	N/A	Refer to filling a vacancy, promotion and reclassification policies.	Contact HR for additional requirements.
Lateral Moves	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to employee's current salary.	Can utilize money on new position up to employee's current salary.	Oracle workflow required	Employees cannot receive a salary increase when they move laterally, outside of merit. Normal merit policies apply.
Filling a Vacancy	When a current employee separates from employment or position Applies to B Chart only	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, effective 10/1/2018. See promotion for current employees (no additional pay increases in the first 12 months with the exception of merit)	N/A	Oracle workflow required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year. (i.e. budgeted salary = $30,000, position vacant 6 months = $15,000 not used, when filled the maximum salary cannot exceed $30,000 even though $15,000 is unused).
Retention	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer/department with a higher salary.	Maximum of 10% above the current salary*	N/A	Approval by Commissioners Court, public hearing required Change will be effective on the first pay period after Court approval Oracle workflow required Verification required	Contact HR for additional requirements.

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization and reclassification, does not include promotions or salary study changes). Multiple pay changes cannot be processed on the same day.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay -	Approval Process	Add'l Info
Promotion	• When a current employee is hired into a different position with a higher pay grade. • No additional pay increases in the first 12 months with the exception of merit.	Max 15% above minimum of the pay grade, effective 10/1/2018,or 10% above current salary, including overtime average, whichever is greater. [Cannot exceed maximum of pay grade or budgeted amount for position]	N/A	• Oracle workflow required • HR will partner with Payroll and provide an overtime rate.	Promotions and Merit cannot be processed during the same pay period
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade	Oracle workflow required	• Written justification required • Salary may remain the same if within the new pay grade
Shift Transfer	• Current employee is transferred to a different shift with a higher pay grade. • Viewed as lateral move.	Cannot exceed max of pay grade or budgeted amount on the position	N/A	Oracle workflow required	
Reclassification	A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following: **1. A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/ or FLSA status change If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office.** **2. A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/ appointed official, department head or director) or a change to FLSA status as determined by HR.** **3. Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.** A position can only be reviewed for reclassifications during the annual budget, or between November 1st and February 15th. *May require a public hearing	Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process	Maximum decrease to the minimum of the new pay grade	Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back up documentation	Support documentation required: • Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.)
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1st and February 15th.	Based on the steps in the chart or career ladder approved by Commissioners Court. No additional funding is allocated for career ladders.	Based on the steps (when appropriate)	Submission of request through budget software or during Nov 1- Feb 15th timeline, with backup documentation	Documentation of each position that will advance along with the approved career ladder plan

Compensation

Longevity Pay (excludes Commissioned Officers)

Longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

· Full-time employees will accrue the following per pay period:

$24.00 per pay period after five years of employment
$48.00 per pay period after ten years of employment
$72.00 per pay period after fifteen years of employment
$96.00 per pay period after twenty years of employment
$120.00 per pay period after twenty-five years of employment

· Longevity pay begins with the pay period following the completion of five years of employment and increases each five years to a maximum of 25 years (Subject to proration).
· Longevity is paid as a lump sum each December for the previous year, calculated starting from the first pay period in December, with the exception of employees previously authorized to receive payments bi-weekly.

Part-time employees will no longer be eligible for longevity effective November 18, 2016.

Statutory Longevity Pay – Commissioned Officers

Commissioned officers in the Sheriff's Office are eligible to accrue statutory longevity pay (Texas Code – 152.074), at the rate of $5 per month for each year of service (up to a maximum of 25 years) after the first year anniversary of their certification as a peace officer.

Longevity for Commissioned Officers is paid bi-weekly.

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget or available position budget, depending on the time of year. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

Compensation

Tenure Salary/Position Changes

Type	Policy	Pay + Pay -	Approval Process	Additional Documentation
Annual Step/Tenure Progression	Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court. Employees with less than six (6) months of service as of the first full pay period in October will advance to the next step after 6 months of service at Williamson County, and following the first full pay period after Commissioner Court approval. Step/tenure progression ends at the top step of each position rank.	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion	When a current employee is promoted to a higher ranking position, the tenured grade is based on years of service, pending budget availability.	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee is demoted to a lower ranking position, the tenured grade is based on years of service.	See Tenured Pay Chart	Oracle workflow required	May be required

Tenure Salary/ Position Changes

Type	Policy	Pay+ Pay -	Approval Process	Additional Documents
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	• Law enforcement officers--$60 per month for Advanced Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Corrections officers--$60 per month for Advanced • Certification; $90 per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime • Certification pay may move with the employee to accommodate promotions/ position changes within the department.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit	Credits for Prior Service may apply- See Prior Service Credit	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit	• Maximum amount for external hire is current funding on vacant position • Prior service credit is only granted at original date of hire or when an existing employee receives a promotion.	TCOLE service verification must be submitted	TCOLE Service Verification required
Transfer from Law Enforcement To Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous of tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Employee Responsibilities

Personal Conduct

Type	Policy	
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to an including termination of employment.	
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.	
	Refusal	Refusal to submit to a drug test may result in immediate termination of employment
	Positive Results	
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)	
	Pre-Employment	An applicant with a confirmed positive drug/alcohol test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random	First Offense - An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/ treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. Post-Accident/Near Accident- Any employee with a confirmed post-accident drug/ alcohol test will be terminated immediately.
	Reasonable Suspicion	First Offense - An employee with a confirmed reasonable suspicion positive drug/ alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation in provided a determination of continued employment will be made by the Department and Human Resources. Subsequent Offenses – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

Employee Responsibilities

Personal Conduct

Type	Policy
Sexual Harassment	Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. *Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment. *Off duty actions may constitute sexual harassment. Examples of sexual harassment: • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks. • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches. • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings. Other prohibited harassment: • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment. *Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.* Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals: o Their Supervisor o The next level of management above their Supervisor o The Human Resources Department Reporting: All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated. Disciplinary Measures Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.
Arrest/Criminal Conviction	Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.

Employee Responsibilities

Personal Conduct

Type	Policy
Political Activity	Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may not: • Use official authority or influence to interfere with, or affect the result of an election or nomination for office. • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose. County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.
Solicitation	Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy located in the Policy Center
Retaliation	If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.
Attendance	Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice.
Gifts/Gratuities	The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 include specific definitions and details regarding gifts, gratuities and bribery for public servants. A public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following: (even if they have not yet qualified for office or assumed duties) • An officer, employee, or agent of government • A juror or grand juror • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy • An attorney at law or notary public when participating in the performance of a government function • A candidate for nomination or election to public office • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium.
Outside Employment	Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- Conviction of a crime
- Violence in the work place
- Poor attendance
- Theft
- Poor job performance
- Harassment
- Discrimination
- Retaliation

This list is not all inclusive

Grievance Policy and Procedure

Summary

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance.

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code

Informal Grievances

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor.
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department.
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed.

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1) Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within ten business days after the alleged issue occurred. A statement of the specific corrective action that requested must be included in the written grievance.
    - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the department head or elected official
    - If the department head or elected official is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity, the employee should contact Human Resources
2) After being presented with a written and signed grievance, the supervisor will:
    - Meet with the employees involved and other people necessary to gather the facts
    - Immediately notify the Department Head and the Human Resource Department
    - Attempt to resolve the grievance with the employee
    - Communicate the decision in writing within ten business days after the receipt of the grievance
    - Send a copy of the proposed resolution to the elected official/department head and the Human Resources Department
3) If the employee filing the grievance does not receive a written resolution from the supervisor within ten business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
    - They must file a written appeal, within ten business days, with the department head along with a copy to the Human Resource Department.
4) The Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
    - The person(s) conducting the investigation may meet with the parties involved.
    - The Department Head/ Elected official will respond in writing to the employee within ten business days of the date the appeal was received.
5) If the Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Department Head within ten business days of the date the grievance was appealed, (or if unsatisfied with the appointed Department Heads proposed resolution)
    - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, or District Judges) through the Human Resource Department.
6) The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 10 day response time, accordingly.

Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job- related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
    - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
    - Interferes with the work of any employee.
    - May create a harassing, demeaning, or hostile working environment for any employee.
    - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
    - Harms the reputation of Williamson County among its taxpayers or in the community at large.
    - States falsities or is defamatory of others and the County.
    - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.

- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti-discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums
- The Commissioners Court strongly recommends all County Departments/Offices abide by the Social Media Policy above.
- <u>Any violations of this policy are subject to disciplinary action, up to and including termination.</u>

DOT Regulated Drug & Alcohol Testing

Introduction

This policy outlines the responsibilities of employees, supervisors and managers with regard to drug and alcohol testing of employees in safety-sensitive positions in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991.

Policy Statement

It is the policy of the County to comply fully with the regulations mandating pre-use, random, reasonable suspicion and post-accident drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial Drivers License (CDL) and operate a Commercial Motor Vehicle (CMV) and/or perform safety-sensitive functions.

Designated Employee Representative:

Human Resource Generalist II

Servicing the Departments of Infrastructure, Unified Road Systems and Fleet Services.

512-943-1533, humanresources@wilco.org

Definitions

Performing a Safety-Sensitive Function: Any period in which the employee is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

Safety-Sensitive Function: Any of the on-duty functions set forth in 49 CFR 395.2, and on-duty time.

On Duty Time: All the time from the time a driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On-duty time shall include:

- All time at the County or shipper plant, terminal, facility, or other property of the County or shipper, or on public property, waiting to be dispatch, unless the driver has been relieved from duty by the County.
- All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- All time spent providing a breath sample or urine specimen, including travel time to and from the collections site, to comply with the random, reasonable suspicion, post-accident, or follow up testing required by 49 CFR 385.2.
- Performing any other work in the capacity, employ, or service of the County.
- Performing any compensated work for a person who is not the County.

DOT Regulated Drug & Alcohol Testing

Prohibited Conduct

Alcohol Concentration

No employee shall report for duty or remain on duty requiring the performance of a safety-sensitive functions while having an alcohol concentration of 0.02 or greater, or perform or continue to perform safety-sensitive functions.

On-Duty Use

No employee shall use alcohol while performing safety-sensitive functions.

Pre-Duty Use

No employee shall perform safety-sensitive functions within four hours after using alcohol.

Use following an accident

No employee required to take a post accident alcohol test, shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit a Required Alcohol or Controlled Substance Test

No applicant shall refuse to submit to a pre-employment controlled substance test required under 382.301. No employee shall refuse to submit to a post accident alcohol or controlled substance test required under 382.303, a random alcohol or controlled substances test under 382.305, a reasonable suspicion alcohol or controlled substance test required under 382.307, a return-to-duty alcohol or controlled substances test required under 382.309, or a follow -up alcohol or controlled substance test required under 382.311. No employee shall perform or continue to perform safety-sensitive functions, who refuses to submit to such tests.

Controlled Substance Use

No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drugs or substances identified in 21 CFR 1308.11 Schedule I.

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-schedule I drug or substance that is identified in the other schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who is familiar with the employees medical history and has advised the driver that the substance will not adversely affect the employees ability to safely operate a commercial motor vehicle. Employees that perform safety-sensitive functions are required to inform Human Resources of any therapeutic drug use.

Controlled Substance Testing

No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

Employee violations of prohibited conduct are not authorized by Williamson County to operate a commercial motor vehicle or perform any safety-sensitive functions.

DOT Regulated Drug & Alcohol Testing

Circumstances for Testing

Types of Tests: To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991 and drug testing guidelines and regulations issued by the Department of Transportation. The following tests are performed by 3rd party medical personnel and are required:

- **Pre-employment:** All applicants with a bona-fide job offer for employment in CDL positions or that perform safety-sensitive functions, candidates for transfer or promotion to such positions are subject to screening for improper use of alcohol or controlled substances.
- **Post-Accident.** Conducted following an occurrence involving a County owned commercial motor vehicle, while performing a safety–sensitive function, whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation, or resulted in bodily injury to any person, or disables one or more motor vehicles as a result of the accident, and for all fatal accidents even if the driver is not cited for a moving traffic violation. Employee must remain available for such testing or will be deemed a refusal.
    - Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours, after the accident.
    - Any Employee required to be tested but needs medical assistance, must get the needed medical assistance first.
    - CDL employees must refrain from all alcohol use until the test is complete.
    - Post-accident drug tests must be conducted within 32 hours.
    - Employee is placed on paid administrative leave until the results are confirmed.
- **Reasonable Suspicion.** Conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse.
    - If a CDL employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
    - If a test cannot be administered, the employee must be removed from performing safety-sensitive duties for at least 24 hours.
    - Testing for alcohol abuse must be based upon suspicion which arises just before, during or just after the time when the employee is performing safety-sensitive duties.
    - Testing for substance abuse may occur at any time upon suspicion.
    - Reasonable suspicion testing may only be conducted after consultation with the Senior Director of Human Resources and/or DER.
- **Random**: Conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs.
    - Each year, the number of random alcohol tests conducted by the County must equal at least 25% of all the safety-sensitive CDL employees.
    - Random drug tests conducted by the County must equal at least 50% of all employees that require a CDL or perform safety-sensitive functions.
- **Return to Duty:** Conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety-sensitive duties after successful complying with the recommended treatment and education, verified by the 3rd party substance abuse professional (SAP).
    - The Sap will develop the employees follow-up testing plan; outlining for the County the number and frequency of follow-up testing that will take place. Follow-up tests are random within the follow up period.
    - Must test negative for Drug and Alcohol prior to returning to duty.
    - Follow-up testing may be extended for up to sixty (60) months following the return to duty, determined by the SAP.

DOT Regulated Drug & Alcohol Testing

Testing Procedures

- **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices.
    - Two breath tests are required to determine if a person has a prohibited alcohol concentration.
    - A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. Therefore, any result with a 0.02 alcohol concentration or greater is considered a "positive" test. If the alcohol concentration is 0.02 or greater, a second, confirmation test must be conducted.
- **Drugs:** Drug testing is conducted by analyzing a employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility, which may conduct onsite collections.
    - Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

    DOT rules require a split specimen procedure.

    - Each urine specimen is subdivided into two bottles labeled as primary and split.
    - Both bottles are sent to the laboratory.
    - Only the primary specimen is opened and used for the urinalysis.
    - The split specimen remains sealed at the laboratory.
    - If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

    All urine specimens are currently analyzed for the following drugs:

    Marijuana (THC), Amphetamines, Opioids, Phencyclidine (PCP) and Cocaine.

Testing is conducted using a two-stage process.

- First, a screening test is performed.
- If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a 3rd party physician designated as a Medical Review Officer (MRO) before they are reported to the County.

- If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen.
- For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. The MRO will take into consideration when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- If the MRO determines that the drug use is legitimate, the test will be reported to the Designated Employer Representative and the Senior Director of Human Resources as a negative result.
- Failure to cooperate with MRO requests will be considered a positive result.

DOT Regulated Drug & Alcohol Testing

Refusal to Submit to an Alcohol or Drug Test

Refusal to submit to an alcohol or controlled substances test means that a CDL employee:

- Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy.
- Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy.
- Refuses to wash his or her hands after being directed to do so during collection of a urine sample.
- Admits to the collector of a urine sample that he or she has adulterated or substituted their specimen.
- An observed collection of a urine sample, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he or she has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Behaves in a confrontational way that disrupts the collection process or otherwise engages in conduct that clearly obstructs the testing process.

The examples above are not all inclusive as there are other acts and circumstances that may be deemed as a refusal under Part 40 and DOT regulations. Refusal to test is considered a positive result. Employees who refuse to submit to an alcohol or drug test are prohibited from performing safety-sensitive functions and will be placed on unpaid administrative leave.

Consequences of Alcohol/Drug Misuse and Refusals

Employees who perform safety-sensitive function that violate any of the prohibited conduct under the DOT Regulated Drug & Alcohol Testing policy or violates any other provisions of the DOT testing rules, the employee will be immediately removed from performing such duties.

- Disciplinary action, up to and including termination, may be imposed upon an employee who performs safety-sensitive functions that engages in prohibited alcohol or drug conduct or refuses to test.
    - A positive post-accident alcohol or drug test will result in termination.
    - The first time an employee alcohol test result is 0.02 or greater, but less than 0.04 will be placed on unpaid administrative leave for a minimum of 24 hours.
    - A second alcohol test with a result of 0.02 or greater, but less than 0.04 must be evaluated by a DOT approved substance abuse professional, and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
- The first time a safety-sensitive employee tests positive for alcohol use greater than 0.04 or drug use, or refuses to test, and is not terminated, they must be evaluated by an DOT approved substance abuse professional (SAP), and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
    - If this employee has agreed to participate in the SAP program and Return–to-Duty testing, he/she will be placed on unpaid administrative leave, unless FMLA qualifications are met, until the SAP program has been deemed successfully completed by the substance abuse professional.
    - After successfully completing the SAP requirements, the employee may be eligible to return to work.
    - If this employee tests positive for alcohol greater than 0.02 or drug use, a second time during the return to duty testing or after successful completion of the SAP/Return to Duty program, will be terminated.

DOT Regulated Drug & Alcohol Testing

Information/Training

- All personnel responsible for supervising and managing CDL employees must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
    - Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
- Educational information will be made available on Wilco 365 which will focus on the potentially dangerous effects of drug and alcohol use and abuse, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.

Employee Assistance Program

- All employees have access to Williamson County's EAP where they may receive assistance for alcohol or drug misuse.

This Policy is a summary of the various rules and requirements that apply under the DOT and Federal Motor Carrier Act to certain employees. In all circumstances the applicable federal rules and regulations, as they may appear from time to time, control over any contrary, ambiguous, or omission related to the County Policy. Employees with questions about any issues related to the County's Policy or applicable rules should consult with the Designated Employer Representative or the Senior Director of Human Resources.

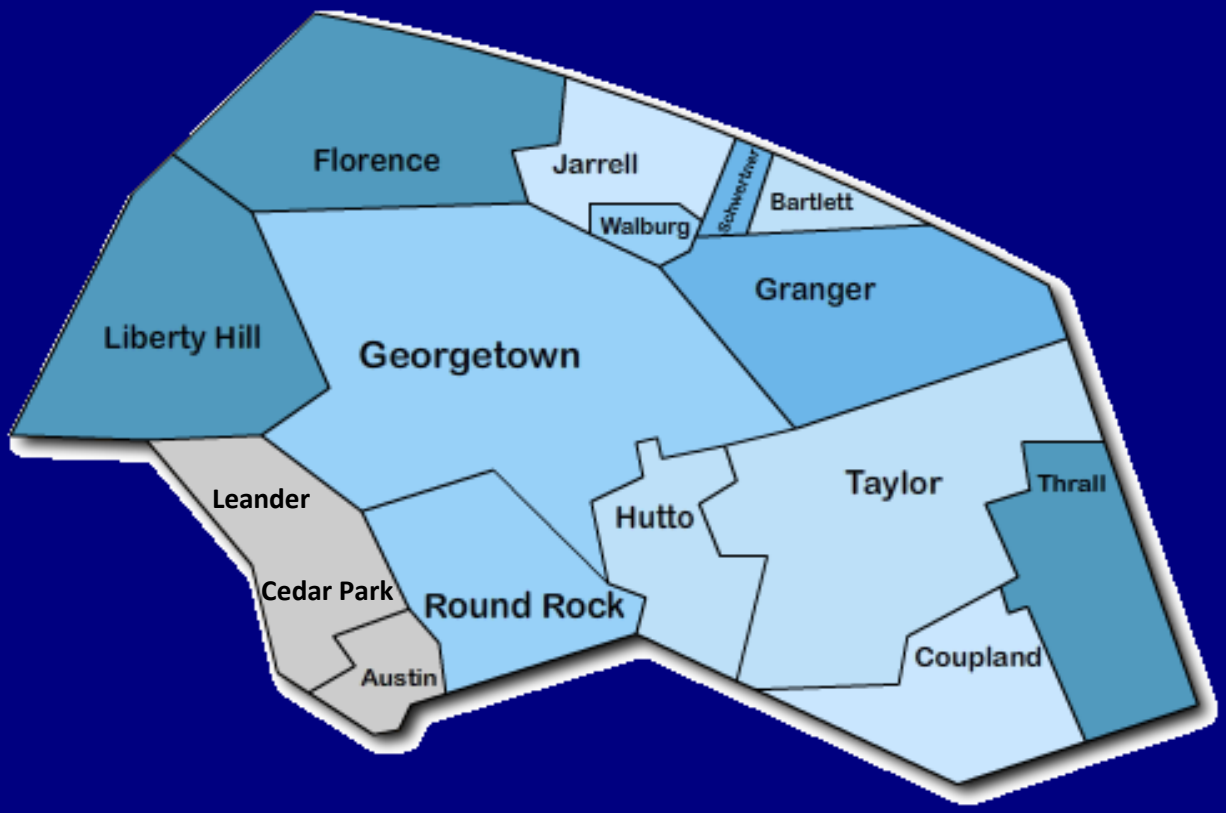
For additional policy information contact the Human Resources Department or visit the policy center.

100 Wilco Way Suite HR101

Georgetown, TX 78626

512-943-1533

HUMAN RESOURCES



Commissioners Court - Regular Session **46.**

Meeting Date: 06/15/2021

CTTC Winter Storm Damage Rebuild The Roof Company Waco

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying agreement with The Roof Company Waco LLC, for Roof Rebuild at the Central Texas Treatment Center (CTTC) in the amount of $776,103.37 as per TIPS contract #210205.

Background

This contract was executed prior to the next Commissioners Court to expedite the start of the Winter Storm Damage re-build construction process, which will allow for an earlier move-in date for the currently displaced staff and clientele that normally office and/or are housed in this facility.All cost for the re-build should be covered by the insurance proceeds, although the following will be added as a change order and are to be considered supplemental insurance items by Travelers. These items will be paid on a time and material basis:
-electrical work
-final cleaning
-content manipulation
Department Contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2021 04:31 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:23 PM
Form Started By: Johnny Grimaldo		Started On: 06/03/2021 02:58 PM
Final Approval Date: 06/09/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
CENTRAL TEXAS TREATMENT CENTER REPAIRS
(TIPS #210205)
(The Roof Co. Waco LLC)

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

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **The Roof Co. Waco LLC**, with mailing address at 141 Woods Ln., Bruceville, TX 76630 (phone 254-722-0833) (hereinafter "Contractor"). The County agrees to engage Contractor as an independent contractor, to assist in providing certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: The Central Texas Treatment Center located at 601 N. Alligator Street, Granger, Texas 76530 sustained damage from the February 2021 winter storm and needs emergency repairs due to the use, occupancy and purpose of such facility. The "Services" that Contractor will provide hereunder shall include, but are not limited to the following items in order to complete the emergency repairs to the Central Texas Treatment Center (the "Project"):

A. **As described in the attached Statement of Work/Proposal, dated May 25, 2021, being marked as Exhibit "A," which is incorporated herein as if copied in full.**

Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Services in accordance with County's requirements.

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. Contractor 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.

A. Contract Time: Contractor shall achieve Substantial Completion of the Services **on or before the ninetieth (90th) calendar day following County's Notice to Proceed**; however, the Substantial Completion Date may be extended as set out herein by approved Change Orders. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

Substantial Completion is the stage in the progress of the Project when the Services or designated portion thereof is sufficiently complete so that the County can occupy or utilize the Project for its intended use; provided, however, that as a condition precedent to Substantial Completion, the County has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project. When the Contractor considers that the Services, or a portion thereof which the County agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the County a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Services in accordance with the Contract Documents. Upon receipt of the Contractor's punch list, the County will examine the Services to determine whether the Services or designated portion thereof is substantially complete. If the County's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the County. In such case, the Contractor shall then submit a request for another examination by the County to determine Substantial Completion. When the Services or designated portion thereof is substantially complete, the County will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the County and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

B. Liquidated Damages: For each consecutive calendar day after the date of Substantial Completion that the Project is not substantially completed, the County may deduct the amount of:

~~**Seven Hundred Fifty Dollars per calendar day ($750/calendar day)**~~

from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the County will sustain for late completion. The parties stipulate and agree that calculating County's actual

damages for late completion of the Project would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

C. Modification of Contract Time: A delay defined herein as excusable prevents the Contractor from completing the Services within the Contract Time, the Contractor shall be entitled to an extension of time. The Contract Time shall be extended by the number of calendar days lost by reason of excusable delay, as measured by the Contractor's progress schedule (or current update). All extensions of time shall be given in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities, or which consume only float without delaying the project completion date.

1. Time Extensions for Weather Days. A "Weather Day" is a day on which the Contractor's current schedule indicates Services is to be done, on which inclement weather and related Site conditions prevented the Contractor from performing seven continuous hours of Services between the hours of 7:00 AM and 6:00 PM. Weather days are excusable non-compensable delays. When weather conditions at the site prevent work from proceeding, the Contractor shall immediately notify the County's project manager so conditions can be confirmed by the County. At the end of each week, the Contractor shall submit to the County's project manager a list of Weather Days occurring in that week. The County shall meet with the Contractor to discuss and resolve any disagreements concerning the number of Weather Days that have directly impacted the Contract Time. Upon County and Contractor agreement, any time extension granted will be issued by Change Order. The Contractor's sole relief for delay for Weather Days will be a time extension.

2. Non-Weather Excusable Non-compensable Delay. The Contractor shall be entitled only to an extension of time for unforeseeable delays not within the control of or not arising from the fault of either the Contractor or the County caused by the following:

    a. Unusual delay in the delivery of materials, components or equipment to be incorporated into the work;
    b. Strikes and labor disputes (but not the availability of adequately skilled labor, unless such impact is caused solely by the conduct of the County);
    c. Physical damage to the work caused by circumstances beyond the control of the Contractor;
    d. War, civil unrest or insurrection;
    e. Other unforeseeable causes beyond the control of either the Contractor or the County.

3. Excusable Compensable Delay. The Contractor shall be entitled to an equitable adjustment of cost as well as a time extension, issued via change order, for delays caused by the following:

    a. Failure of the County to provide information required by the Contractor to proceed with the Services in a timely manner;
    b. Detrimental or obstructive actions of separate contractors employed by the County;
    c. Failure of the County to provide access to the Project site of the Services;
    d. Failure of the County to provide materials which are to be furnished by the County consistent with the Contractor's progress schedule;
    e. Errors, omissions and imperfections in design which County's architect/engineer

corrects by means of changes in the drawings and specifications; or

f. Changes in the work ordered by the County or the architect/engineer.

III.

Consideration and Compensation: Contractor will be compensated based on a fixed sum for the specific Project herein. The amount of compensation paid to Contractor shall be capped and paid at **$776,103.37, unless amended by a change order and approved by the Williamson County Commissioners Court,** upon Final Completion. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

Type of Coverage	**Limits of Liability**
a. Workers Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

Aggregate policy limits:	$2,000,000

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

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

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

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

V.

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

A. Statement of Work/Proposal, dated May 25, 2021, which is labeled Exhibit "A" and incorporated herein as if copied in full;
B. TIPS Contact #210205; and
C. Any required insurance certificates evidencing required coverages.

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

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Contractor shall not in any sense be considered a partner or joint venturer with the County, nor shall Contractor 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. Contractor shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage,

whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Contractor or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR 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 CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES. CONTRACTOR 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, CONTRACTOR 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 SERVICES DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR 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: Contractor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

No Assignment: Contractor may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: 6-2, 2021

SERVICE PROVIDER:

The Roof Co. Waco LLC

Authorized Signature

Austin Montgomery
Printed Name

Date: June 02, 2021

The Roof Co. Waco

Insured:	WILCO - CTTC Repair Estimate
Property:	601 N. Alligator St Granger, TX 76530

Claim Rep.:	Austin Montgomery	Cellular:	(254) 722-0833
Position:	Founder	E-mail:	Austin@theroofcowaco.com
Company:	The Roof Co. Waco		

Estimator:	Austin Montgomery	Cellular:	(254) 722-0833
Position:	Founder	E-mail:	Austin@theroofcowaco.com
Company:	The Roof Co. Waco		

Claim Number: [redacted] **Policy Number:** [redacted] **Type of Loss:** Freeze

Date Contacted:	2/25/2021		
Date of Loss:	2/15/2021	Date Received:	2/25/2021
Date Inspected:	3/3/2021	Date Entered:	3/6/2021 8:01 AM
Date Est. Completed:	6/1/2021 1:28 PM		

Price List:	TXAU8X_MAR21 Restoration/Service/Remodel
Estimate:	CN-20210090-CTTC-R-1

TIP CO-OP #210205 Trades Material & Labor

Excludes:
-full time supervision
-electrical work*
-content manipulation*
-final cleaning of facility*

*items will be submitted as change order and supplemented as cost incurred

CN-20210090-CTTC-R-1

General Conditions

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Dumpster load - Approx. 40 yards, 7-8 tons of debris	3.00 EA @	742.07 =	2,226.21
2. Temporary toilet (per month)	6.00 MO @	165.86 =	995.16
3. Commercial Supervision / Project Management - per hour 2 hours per day x 12 weeks.	120.00 HR @	70.00 =	8,400.00

Main Level

Main Level

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Fire Protection			
4. R&R Concealed fire sprinkler system (SF of bldg)	15,751.33 SF @	5.40 =	85,057.19
1,546. R&R Fire alarm system - per SF	24,669.00 SF @	2.97 =	73,266.93
Insulation			
5. Remove Blown-in insulation - Machine removal	11,579.92 SF @	1.43 =	16,559.29
6. Blown-in insulation - 14" depth R38	15,817.57 SF @	1.24 =	19,613.79
HVAC			
7. R&R Ductwork - flexible - insulated - 6" round	225.00 LF @	7.95 =	1,788.75
8. R&R Reflective multi-layer foil insulation - R-7+ Allowance for rigid duct insulation replacement.	2,400.00 SF @	1.01 =	2,424.00
9. Furnace - heavy clean, replace filters and service - w/ AC	4.00 EA @	330.04 =	1,320.16
1,551. Furniture & Contents Moving Phase #1 - floor demo phase	96.00 EA @	79.35 =	7,617.60
Flooring			
1,556. Vinyl plank flooring	25,902.00 SF @	5.79 =	149,972.58
1,557. Floor preparation for resilient flooring	25,902.00 SF @	2.35 =	60,869.70
1,558. Cove base molding - rubber or vinyl, 4" high	6,829.22 LF @	3.00 =	20,487.66
Plumbing			
1,559. Toilet - Detach & reset	36.00 EA @	296.04 =	10,657.44

5 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into Exterior**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_5_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_5_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_5_CL_A**

Door **3' X 6' 8"** **Opens into DEF_5_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
77. 5/8" - drywall per LF - up to 2' tall	37.58 LF @	11.04 =	414.88
78. Texture drywall - machine - knockdown	112.75 SF @	0.64 =	72.16
79. Batt insulation - 4" - R13 - unfaced batt	28.00 SF @	0.64 =	17.92
Millwork			
80. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
81. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
82. Seal/prime then paint the walls (2 coats) - 2 colors	481.36 SF @	1.07 =	515.06

5 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_15**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
86. 5/8" - drywall per LF - up to 2' tall	2.00 LF @	11.04 =	22.08
87. Texture drywall - machine - knockdown	6.00 SF @	0.64 =	3.84
Millwork			
88. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
90. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
91. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

5 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_15**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
95. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
96. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
97. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
98. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
99. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

CONTINUED - 5 CL A

DESCRIPTION	QTY	UNIT PRICE	TOTAL

5 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_15**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
103. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
104. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
105. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
106. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
107. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

5 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_15**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
111. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
112. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
113. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
114. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
115. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

6 **Height: 8'**

Door **3' 8" X 6' 8"** **Opens into Exterior**

Door	**3' X 6' 8"**	**Opens into DEF_6_BATH**
Door	**2' 6" X 6' 8"**	**Opens into DEF_6_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into DEF_6_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_6_CL_C**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
119. 5/8" - drywall per LF - up to 2' tall	59.17 LF @	11.04 =	653.24
120. Texture drywall - machine - knockdown	177.50 SF @	0.64 =	113.60
121. Batt insulation - 4" - R13 - unfaced batt	28.00 SF @	0.64 =	17.92
Ceiling			
122. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
123. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
124. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
125. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
126. Light fixture	1.00 EA @	74.98 =	74.98
127. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
Painting			
128. Seal/prime then paint the walls (2 coats) - 2 colors	481.36 SF @	1.07 =	515.06
129. Seal/prime then paint the ceiling (2 coats)	282.51 SF @	0.91 =	257.08

6 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_6**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
133. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
134. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
135. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
137. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
138. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

6 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_6**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
142. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
143. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
144. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
145. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
146. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

6 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_6**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
150. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
151. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
152. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
153. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
154. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

6 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_6**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
158. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
159. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
160. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
161. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
162. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

7 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into Exterior**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_7_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_7_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_7_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_7_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
166. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
167. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
168. Texture drywall - machine - knockdown	236.64 SF @	0.64 =	151.45
169. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			
170. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
171. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
172. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
173. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
174. Light fixture	1.00 EA @	74.98 =	74.98
175. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
Painting			
176. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

7 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_7**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
180. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
181. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
182. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
184. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
185. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

7 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_7**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
189. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
190. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
191. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
192. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
193. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

7 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_7**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
197. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
198. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
199. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
200. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
201. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

7 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_7**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
205. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
206. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
207. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
208. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
209. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

8 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into DEF_8_BATH**
Door	**2' 6" X 6' 8"**	**Opens into DEF_8_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into DEF_8_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_8_CL_C**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
213. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
214. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
215. Texture drywall - machine - knockdown	236.64 SF @	0.64 =	151.45
216. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Millwork			
217. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
218. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
219. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

8 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_8**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
223. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
224. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
225. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
227. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
228. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

8 CL A **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_8**

DESCRIPTION	QTY	UNIT PRICE	TOTAL

CONTINUED - 8 CL A

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
232. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
233. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
234. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
235. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
236. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

8 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_8**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
240. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
241. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
242. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
243. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
244. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

8 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_8**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
248. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
249. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
250. Casing - Detach & reset	34.00 LF @	1.66 =	56.44

CONTINUED - 8 CL C

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Painting			
251. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
252. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

9 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into Exterior**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_9_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_9_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_9_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_9_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
256. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
257. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
258. Texture drywall - machine - knockdown	236.64 SF @	0.64 =	151.45
259. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			
260. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
261. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
262. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
263. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
264. Light fixture	1.00 EA @	74.98 =	74.98
265. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
Painting			
266. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

9 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_9**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
270. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
271. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
272. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
274. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
275. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

9 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_9**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
279. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
280. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
281. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
282. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
283. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

9 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_9**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
287. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
288. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
289. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
290. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
291. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

9 CL C **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_9**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
295. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
296. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
297. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
298. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
299. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

10 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into DEF_10_BATH**
Door	**2' 6" X 6' 8"**	**Opens into DEF_10_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into DEF_10_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_10_CL_C**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
303. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
304. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
305. Texture drywall - machine - knockdown	236.64 SF @	0.64 =	151.45
306. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			
307. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
308. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
309. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
310. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
311. Light fixture	1.00 EA @	74.98 =	74.98
312. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
Painting			
313. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

10 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_10**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
317. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
318. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
319. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
321. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
322. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

10 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_10**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
326. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
327. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
328. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
329. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
330. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

10 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_10**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
334. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
335. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
336. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
337. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
338. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

10 CL C **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_10**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
342. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
343. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
344. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
345. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
346. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

15 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into DEF_15_BATH**
Door	**2' 6" X 6' 8"**	**Opens into DEF_15_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into DEF_15_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_15_CL_C**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
414. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
415. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
416. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
417. Batt insulation - 4" - R13 - paper / foil faced	101.14 SF @	0.75 =	75.86
Millwork			
418. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
419. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
420. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

15 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_19**

DESCRIPTION	QTY	UNIT PRICE	TOTAL

CONTINUED - 15 Bath

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
424. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
425. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
426. R&R Wallpaper border	20.00 LF @	3.48 =	69.60
Millwork			
427. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
429. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
430. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

15 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_19**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
434. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
435. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
436. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
437. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
438. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

15 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_19**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
442. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
443. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			

CONTINUED - 15 CL B

DESCRIPTION	QTY	UNIT PRICE	TOTAL
444. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
445. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
446. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

15 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_19**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
450. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
451. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
452. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
453. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
454. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

16 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into Exterior**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_16_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_16_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_16_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_16_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
458. 5/8" - drywall per LF - up to 2' tall	35.75 LF @	11.04 =	394.68
459. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
460. Texture drywall - machine - knockdown	224.39 SF @	0.64 =	143.61

CONTINUED - 16

DESCRIPTION	QTY	UNIT PRICE	TOTAL
461. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			
462. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
463. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
464. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
465. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
466. Light fixture	1.00 EA @	74.98 =	74.98
467. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
HVAC			
468. Heat/AC register - Mechanically attached	1.00 EA @	21.11 =	21.11
469. Cold air return cover	1.00 EA @	26.22 =	26.22
Painting			
470. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

16 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_21**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
474. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
475. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
476. R&R Wallpaper border	20.00 LF @	3.48 =	69.60
Millwork			
477. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
479. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
480. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

16 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_21**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
484. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
485. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
486. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
487. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
488. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

16 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_21**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
492. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
493. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
494. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
495. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
496. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

16 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_21**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
500. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
501. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
502. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
503. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
504. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

17 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into DEF_17_BATH**
Door	**2' 6" X 6' 8"**	**Opens into DEF_17_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into DEF_17_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_17_CL_C**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
508. 5/8" - drywall per LF - up to 2' tall	39.58 LF @	11.04 =	436.96
509. R&R 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.70 =	273.08
510. Texture drywall - machine - knockdown	235.89 SF @	0.64 =	150.97
511. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			
512. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
513. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
514. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
515. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
516. Light fixture	1.00 EA @	74.98 =	74.98
517. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
HVAC			
518. Heat/AC register - Mechanically attached	1.00 EA @	21.11 =	21.11
519. Cold air return cover	1.00 EA @	26.22 =	26.22
Painting			
520. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

17 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_34**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
524. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
525. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
526. R&R Wallpaper border	20.00 LF @	3.48 =	69.60
Millwork			
527. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			

CONTINUED - 17 Bath

DESCRIPTION	QTY	UNIT PRICE	TOTAL
529. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
530. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

17 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_34**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
534. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
535. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
536. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
537. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
538. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

17 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_34**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
542. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
543. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
544. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
545. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
546. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

17 CL C **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_34**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
550. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
551. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
552. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
553. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
554. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

18 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into Exterior**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_18_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_18_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_18_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_18_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
558. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
559. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
560. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
561. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			
562. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
563. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
564. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
565. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
566. Light fixture	1.00 EA @	74.98 =	74.98
567. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
HVAC			
568. Heat/AC register - Mechanically attached	1.00 EA @	21.11 =	21.11
569. Cold air return cover	1.00 EA @	26.22 =	26.22
Painting			

CONTINUED - 18

DESCRIPTION	QTY	UNIT PRICE	TOTAL
570. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

18 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_18**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
574. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
575. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
576. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
578. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
579. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

18 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_18**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
583. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
584. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
585. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
586. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
587. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

18 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_18**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
591. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
592. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
593. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
594. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
595. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

18 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_18**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
599. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
600. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
601. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
602. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
603. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

Cruthis Office **Height: Sloped**

Door **3' X 6' 8"** **Opens into RECEPTION**

Door **3' X 6' 8"** **Opens into ROOM7**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Cleaning			
622. Clean and deodorize carpet - heavy staining	206.94 SF @	0.68 =	140.72
Ceiling			
623. R&R 5/8" drywall - hung, taped, ready for texture	49.67 SF @	2.70 =	134.11
624. Tape joint for new to existing drywall - per LF	57.67 LF @	9.67 =	557.67
625. Texture drywall - machine - knockdown	99.33 SF @	0.64 =	63.57
Painting			
626. Seal/prime then paint the ceiling (2 coats)	210.27 SF @	0.91 =	191.35

Reception **Height: Sloped**

Door	**3' X 6' 8"**	**Opens into ENTRY_HALL**
Door	**3' X 6' 8"**	**Opens into CRUTHIS_OFFI**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Cleaning			
627. Clean and deodorize carpet - heavy staining	284.16 SF @	0.68 =	193.23
Ceiling			
628. R&R 5/8" drywall - hung, taped, ready for texture	72.00 SF @	2.70 =	194.40
629. Tape joint for new to existing drywall - per LF	80.00 LF @	9.67 =	773.60
630. Texture drywall - machine - knockdown	144.00 SF @	0.64 =	92.16
Painting			
631. Seal/prime then paint the ceiling (2 coats)	288.73 SF @	0.91 =	262.74

Foyer **Height: Peaked**

Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**6' X 6' 8"**	**Opens into ENTRY_HALL**
Door	**3' X 6' 8"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Cleaning			
632. Clean and deodorize carpet - heavy staining	207.62 SF @	0.68 =	141.18
Ceiling			
633. R&R 5/8" drywall - hung, taped, ready for texture	56.00 SF @	2.70 =	151.20
634. Tape joint for new to existing drywall - per LF	64.00 LF @	9.67 =	618.88
635. Texture drywall - machine - knockdown	112.00 SF @	0.64 =	71.68
Painting			
636. Seal/prime then paint the ceiling (2 coats)	211.98 SF @	0.91 =	192.90

Barguig Office **Height: Sloped**

Door	**3' X 6' 8"**	**Opens into ENTRY_HALL**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Cleaning			
637. Clean and deodorize carpet - heavy staining	380.00 SF @	0.68 =	258.40
Ceiling			
638. R&R 5/8" drywall - hung, taped, ready for texture	88.00 SF @	2.70 =	237.60
639. Tape joint for new to existing drywall - per LF	96.00 LF @	9.67 =	928.32

CONTINUED - Barguig Office

DESCRIPTION	QTY	UNIT PRICE	TOTAL
640. Texture drywall - machine - knockdown	176.00 SF @	0.64 =	112.64
Painting			
641. Seal/prime then paint the ceiling (2 coats)	386.10 SF @	0.91 =	351.35

Entry Hall **Height: Peaked**

Missing Wall	**8' X 11'**	**Opens into ROOM7**
Door	**3' X 6' 8"**	**Opens into RECEPTION**
Door	**6' X 6' 8"**	**Opens into FOYER**
Door	**3' X 6' 8"**	**Opens into BARGUIG_OFFI**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Ceiling			
645. R&R 5/8" drywall - hung, taped, ready for texture	40.00 SF @	2.70 =	108.00
646. Tape joint for new to existing drywall - per LF	44.00 LF @	9.67 =	425.48
647. Texture drywall - machine - knockdown	80.00 SF @	0.64 =	51.20
Painting			
648. Seal/prime then paint the ceiling (2 coats)	160.11 SF @	0.91 =	145.70

Dining Room **Height: Peaked**

Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into KITCHEN**
Door	**3' X 6' 8"**	**Opens into KITCHEN**
Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**6' X 6' 8"**	**Opens into ROOM7**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Ceiling			
655. R&R 5/8" drywall - hung, taped, ready for texture	416.00 SF @	2.70 =	1,123.20
656. Tape joint for new to existing drywall - per LF	432.00 LF @	9.67 =	4,177.44
657. Texture drywall - machine - knockdown	832.00 SF @	0.64 =	532.48
658. R&R Acoustical wall panels - diffusing	1,110.87 SF @	19.02 =	21,128.75

CONTINUED - Dining Room

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Electrical			
659. Fluorescent light fixture - 2' & 4' - Detach & reset	22.00 EA @	85.75 =	1,886.50
Painting			
660. Seal/prime then paint the ceiling (2 coats)	2,221.74 SF @	0.91 =	2,021.78

Kitchen **Height: 8'**

Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into DINING_ROOM**
Door	**3' X 6' 8"**	**Opens into DINING_ROOM**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
661. 5/8" drywall - hung, taped, ready for texture	79.81 SF @	2.34 =	186.76
662. Texture drywall - machine - knockdown	79.81 SF @	0.64 =	51.08
663. Batt insulation - 4" - R13 - unfaced batt	61.14 SF @	0.64 =	39.13
Ceiling			
664. 5/8" drywall - hung, taped, ready for texture	60.00 SF @	2.34 =	140.40
665. Tape joint for new to existing drywall - per LF	10.00 LF @	9.67 =	96.70
666. Texture drywall - machine - knockdown	70.00 SF @	0.64 =	44.80
Electrical			
667. Install Exit sign - wired in	1.00 EA @	57.20 =	57.20
Painting			
668. Seal/prime then paint the walls and ceiling (2 coats)	1,332.89 SF @	0.91 =	1,212.93

TV North **Height: 8'**

Missing Wall	**25' 2" X 8'**	**Opens into HALLWAY_CEN2**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Window	**4' 6" X 3' 10"**	**Opens into Exterior**
Window	**4' 6" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Painting			
676. Seal/prime then paint the walls and ceiling (2 coats)	796.72 SF @	0.91 =	725.02

Hallway Center **Height: Peaked**

Door	**6' X 6' 8"**	**Opens into HALLWAY_CEN2**
Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**
Missing Wall	**8' X 8'**	**Opens into ENTRY_HALL**
Door	**3' X 6' 8"**	**Opens into CRUTHIS_OFFI**
Door	**6' X 6' 8"**	**Opens into Exterior**
Door	**6' X 6' 8"**	**Opens into DINING_ROOM**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Ceiling			
695. R&R 5/8" drywall - hung, taped, ready for texture	64.67 SF @	2.70 =	174.61
696. Tape joint for new to existing drywall - per LF	80.67 LF @	9.67 =	780.08
697. Texture drywall - machine - knockdown	129.33 SF @	0.64 =	82.77
Painting			
698. Seal/prime then paint the ceiling (2 coats)	369.87 SF @	0.91 =	336.58

Hallway Center North **Height: 8'**

Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**
Missing Wall	**8' 1" X 8'**	**Opens into HALLWAY_NORT**
Window	**11' X 4'**	**Opens into Exterior**
Door	**3' X 6' 8"**	**Opens into Exterior**

Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Missing Wall	**25' 2" X 8'**	**Opens into TV_NORTH**
Door	**3' X 6' 8"**	**Opens into Exterior**
Door	**6' X 6' 8"**	**Opens into ROOM7**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Ceiling			
702. 5/8" drywall - hung, taped, ready for texture	70.06 SF @	2.34 =	163.94
703. Tape joint for new to existing drywall - per LF	16.17 LF @	9.67 =	156.36
704. Texture drywall - machine - knockdown	86.22 SF @	0.64 =	55.18
Painting			
705. Seal/prime then paint the walls and ceiling (2 coats)	1,359.19 SF @	0.91 =	1,236.86

19 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_19_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_19_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_19_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_19_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
709. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
710. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
711. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
712. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Millwork			
713. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
714. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
715. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

19 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_115**

DESCRIPTION	QTY	UNIT PRICE	TOTAL

CONTINUED - 19 Bath

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
719. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
720. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
721. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
723. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
724. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

19 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_115**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
728. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
729. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
730. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
731. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
732. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

19 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_115**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
736. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
737. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
738. Casing - Detach & reset	34.00 LF @	1.66 =	56.44

CONTINUED - 19 CL B

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Painting			
739. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
740. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

19 CL C **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_115**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
744. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
745. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
746. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
747. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
748. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

20 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_20_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_20_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_20_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_20_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
752. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
753. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
754. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
755. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73

CONTINUED - 20

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Millwork			
756. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
757. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
758. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

20 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_20**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
762. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
763. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
764. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
766. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
767. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

20 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_20**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
771. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
772. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
773. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
774. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63

CONTINUED - 20 CL A

DESCRIPTION	QTY	UNIT PRICE	TOTAL
775. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

20 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_20**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
779. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
780. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
781. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
782. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
783. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

20 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_20**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
787. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
788. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
789. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
790. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
791. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

21 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_21_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_21_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_21_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_21_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
795. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
796. R&R 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.70 =	273.08
797. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
798. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Millwork			
799. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
800. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
801. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

21 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_118**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
805. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
806. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
807. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
809. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
810. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

21 CL A **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_118**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			

CONTINUED - 21 CL A

DESCRIPTION	QTY	UNIT PRICE	TOTAL
814. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
815. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
816. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
817. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
818. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

21 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_118**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
822. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
823. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
824. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
825. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
826. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

21 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_118**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
830. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
831. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
832. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			

CONTINUED - 21 CL C

DESCRIPTION	QTY	UNIT PRICE	TOTAL
833. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
834. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

22 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_22_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_22_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_22_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_22_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
838. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
839. R&R 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.70 =	273.08
840. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
841. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Millwork			
842. Chair rail - Detach & reset	14.00 LF @	1.95 =	27.30
843. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
844. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
845. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

22 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_22**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
849. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68

CONTINUED - 22 Bath

DESCRIPTION	QTY	UNIT PRICE	TOTAL
850. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
851. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
853. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
854. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

22 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_22**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
858. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
859. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
860. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
861. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
862. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

22 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_22**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
866. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
867. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
868. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
869. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63

CONTINUED - 22 CL B

DESCRIPTION	QTY	UNIT PRICE	TOTAL
870. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

22 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_22**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
874. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
875. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
876. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
877. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
878. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

MRT **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Door	**3' X 6' 8"**	**Opens into MRT_BATH**
Door	**2' 6" X 6' 8"**	**Opens into MRT_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into MRT_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into MRT_CL_C**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
882. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
883. R&R 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.70 =	273.08
884. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
885. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Millwork			
886. Trim board - 1" x 6" - installed (pine)	14.00 LF @	4.54 =	63.56

CONTINUED - MRT

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Chair rail			
887. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
888. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
889. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13
890. Stain & finish trim	14.00 LF @	1.48 =	20.72

MRT Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into MRT**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
894. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
895. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
896. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Plumbing			
897. Toilet - Detach & reset	1.00 EA @	296.04 =	296.04
Painting			
898. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
899. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

MRT CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into MRT**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
903. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
904. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			

CONTINUED - MRT CL A

DESCRIPTION	QTY	UNIT PRICE	TOTAL
905. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
906. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
907. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

MRT CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into MRT**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
911. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
912. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
913. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
914. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
915. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

MRT CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into MRT**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
919. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
920. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
921. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
922. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
923. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

24 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_24_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_24_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_24_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_24_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
927. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
928. R&R 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.70 =	273.08
929. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
930. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Millwork			
931. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
932. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
933. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

24 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_24**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
937. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
938. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
939. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
941. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
942. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

24 CL A **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_24**

DESCRIPTION	QTY	UNIT PRICE	TOTAL

CONTINUED - 24 CL A

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
946. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
947. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
948. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
949. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
950. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

24 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_24**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
954. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
955. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
956. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
957. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
958. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

24 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_24**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
962. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
963. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
964. Casing - Detach & reset	34.00 LF @	1.66 =	56.44

CONTINUED - 24 CL C

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Painting			
965. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
966. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

25 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Door	**3' X 6' 8"**	**Opens into DEF_25_BATH**
Door	**2' 6" X 6' 8"**	**Opens into DEF_25_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into DEF_25_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_25_CL_C**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
970. 5/8" - drywall per LF - up to 2' tall	41.83 LF @	11.04 =	461.80
971. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
972. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
973. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Millwork			
974. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
975. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
976. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

25 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_37**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
980. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68

CONTINUED - 25 Bath

DESCRIPTION	QTY	UNIT PRICE	TOTAL
981. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
982. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
984. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
985. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

25 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_37**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
989. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
990. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
991. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
992. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
993. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

25 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_37**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
997. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
998. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
999. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,000. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63

CONTINUED - 25 CL B

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,001. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

25 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_37**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,005. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,006. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,007. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,008. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,009. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

26 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_26_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_26_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_26_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_26_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,013. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
1,014. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
1,015. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
1,016. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Millwork			
1,017. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85

CONTINUED - 26

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Electrical			
1,018. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
1,019. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

26 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_26**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,023. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
1,024. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
1,025. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Plumbing			
1,026. Toilet - Detach & reset	1.00 EA @	296.04 =	296.04
Painting			
1,027. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
1,028. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

26 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_26**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,032. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,033. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,034. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,035. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63

CONTINUED - 26 CL A

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,036. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

26 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_26**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,040. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,041. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,042. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,043. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,044. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

26 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_26**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,048. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,049. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,050. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,051. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,052. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

27 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_27_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_27_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_27_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_27_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,056. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
1,057. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
1,058. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
1,059. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Millwork			
1,060. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
1,061. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
1,062. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

27 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_27**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,066. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
1,067. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
1,068. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,070. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
1,071. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

27 CL A **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_27**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			

CONTINUED - 27 CL A

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,075. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,076. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,077. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,078. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,079. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

27 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_27**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,083. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,084. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,085. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,086. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,087. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

27 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_27**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,091. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,092. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,093. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			

CONTINUED - 27 CL C

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,094. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,095. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

28 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Door	**3' X 6' 8"**	**Opens into DEF_28_BATH**
Door	**2' 6" X 6' 8"**	**Opens into DEF_28_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into DEF_28_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_2_CL_C2**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,099. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
1,100. Remove 5/8" drywall - hung, taped, ready for texture	101.14 SF @	0.36 =	36.41
1,101. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
1,102. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			
1,103. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
1,104. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
1,105. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
1,106. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
1,107. Light fixture	1.00 EA @	74.98 =	74.98
1,108. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
HVAC			
1,109. Heat/AC register - Mechanically attached	1.00 EA @	21.11 =	21.11
1,110. Cold air return cover	1.00 EA @	26.22 =	26.22
Painting			
1,111. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

28 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_28**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,115. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
1,116. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
1,117. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Plumbing			
1,118. Toilet - Detach & reset	1.00 EA @	296.04 =	296.04
Painting			
1,119. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
1,120. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

28 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_28**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,124. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,125. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,126. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,127. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,128. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

28 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_28**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,132. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,133. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,134. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			

CONTINUED - 28 CL B

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,135. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,136. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

28 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_28**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,140. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,141. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,142. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,143. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,144. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

29 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_29_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_29_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_29_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_29_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,148. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
1,149. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
1,150. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
1,151. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			

CONTINUED - 29

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,152. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
1,153. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
1,154. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
1,155. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
1,156. Light fixture	1.00 EA @	74.98 =	74.98
1,157. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
HVAC			
1,158. Heat/AC register - Mechanically attached	1.00 EA @	21.11 =	21.11
1,159. Cold air return cover	1.00 EA @	26.22 =	26.22
Painting			
1,160. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

29 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_29**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,164. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
1,165. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
1,166. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,168. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
1,169. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

29 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_29**

DESCRIPTION	QTY	UNIT PRICE	TOTAL

CONTINUED - 29 CL A

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,173. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,174. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,175. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,176. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,177. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

29 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_29**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,181. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,182. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,183. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,184. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,185. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

29 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_29**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,189. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,190. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,191. Casing - Detach & reset	34.00 LF @	1.66 =	56.44

CONTINUED - 29 CL C

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Painting			
1,192. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,193. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

30 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Door	**3' X 6' 8"**	**Opens into DEF_30_BATH**
Door	**2' 6" X 6' 8"**	**Opens into DEF_30_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into DEF_30_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_30_CL_C**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,197. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
1,198. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
1,199. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
1,200. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			
1,201. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
1,202. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
1,203. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
1,204. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
1,205. Light fixture	1.00 EA @	74.98 =	74.98
1,206. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
HVAC			
1,207. Heat/AC register - Mechanically attached	1.00 EA @	21.11 =	21.11
1,208. Cold air return cover	1.00 EA @	26.22 =	26.22
Painting			
1,209. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

30 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_30**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,213. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
1,214. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
1,215. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,217. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
1,218. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

30 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_30**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,222. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,223. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,224. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,225. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,226. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

30 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_30**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,230. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,231. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,232. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,233. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,234. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

30 CL C **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_30**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,238. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,239. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,240. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,241. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,242. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

31 **Height: 8'**

Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_31_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_31_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_31_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_31_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,246. 5/8" - drywall per LF - up to 2' tall	48.83 LF @	11.04 =	539.08
1,247. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
1,248. Texture drywall - machine - knockdown	263.64 SF @	0.64 =	168.73
1,249. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			
1,250. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
1,251. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
1,252. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
1,253. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
1,254. Light fixture	1.00 EA @	74.98 =	74.98
1,255. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
HVAC			
1,256. Heat/AC register - Mechanically attached	1.00 EA @	21.11 =	21.11
1,257. Cold air return cover	1.00 EA @	26.22 =	26.22
Painting			
1,258. Seal/prime then paint the walls and ceiling (2 coats)	788.32 SF @	0.91 =	717.37

31 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_31**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,262. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
1,263. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
1,264. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,266. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
1,267. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

31 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_31**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,271. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,272. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,273. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,274. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,275. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

31 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_31**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,279. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,280. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,281. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,282. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,283. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

31 CL C **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_31**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,287. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,288. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,289. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,290. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,291. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

32 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Door	**3' X 6' 8"**	**Opens into DEF_32_BATH**
Door	**2' 6" X 6' 8"**	**Opens into DEF_32_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into DEF_32_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_32_CL_C**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,295. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
1,296. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
1,297. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
1,298. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			
1,299. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
1,300. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
1,301. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
1,302. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
1,303. Light fixture	1.00 EA @	74.98 =	74.98
1,304. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
HVAC			
1,305. Heat/AC register - Mechanically attached	1.00 EA @	21.11 =	21.11
1,306. Cold air return cover	1.00 EA @	26.22 =	26.22
Painting			

CONTINUED - 32

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,307. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

32 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_32**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,311. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
1,312. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
1,313. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,315. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
1,316. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

32 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_32**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,320. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,321. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,322. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,323. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,324. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

32 CL B **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_32**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,328. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,329. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,330. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,331. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,332. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

32 CL C **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_32**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,336. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,337. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,338. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,339. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,340. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

33 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_7_CL_C1**
Door	**2' 6" X 6' 8"**	**Opens into DEF_7_CL_B1**
Door	**2' 6" X 6' 8"**	**Opens into DEF_7_CL_A1**
Door	**3' X 6' 8"**	**Opens into DEF_7_BATH1**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,344. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
1,345. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
1,346. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69

CONTINUED - 33

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,347. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Millwork			
1,348. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
1,349. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
1,350. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

33 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_71**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,354. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
1,355. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
1,356. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Plumbing			
1,357. Toilet - Detach & reset	1.00 EA @	296.04 =	296.04
Painting			
1,358. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
1,359. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

33 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_71**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,363. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,364. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			

CONTINUED - 33 CL A

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,365. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,366. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,367. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

33 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_71**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,371. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,372. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,373. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,374. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,375. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

33 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_71**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,379. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,380. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,381. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,382. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,383. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

34 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Door	**3' X 6' 8"**	**Opens into DEF_33_BATH**
Door	**2' 6" X 6' 8"**	**Opens into DEF_33_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into DEF_33_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_33_CL_C**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,387. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
1,388. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
1,389. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
1,390. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			
1,391. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
1,392. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
1,393. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
1,394. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
1,395. Light fixture	1.00 EA @	74.98 =	74.98
1,396. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
HVAC			
1,397. Heat/AC register - Mechanically attached	1.00 EA @	21.11 =	21.11
1,398. Cold air return cover	1.00 EA @	26.22 =	26.22
Painting			
1,399. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

34 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_33**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,403. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
1,404. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
1,405. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,407. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40

CONTINUED - 34 Bath

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,408. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

34 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_33**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,412. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,413. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,414. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,415. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,416. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

34 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_33**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,420. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,421. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,422. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,423. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,424. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

34 CL C **Height: 8'**

Door	**2' 6" X 6' 8"**	**Opens into DEF_33**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,428. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,429. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,430. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,431. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,432. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

35 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**
Door	**2' 6" X 6' 8"**	**Opens into DEF_35_CL_C**
Door	**2' 6" X 6' 8"**	**Opens into DEF_35_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_35_CL_A**
Door	**3' X 6' 8"**	**Opens into DEF_35_BATH**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,436. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
1,437. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
1,438. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
1,439. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Millwork			
1,440. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
1,441. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
Painting			
1,442. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

35 Bath **Height: 8'**

Door	**3' X 6' 8"**	**Opens into DEF_35**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			

CONTINUED - 35 Bath

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,446. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
1,447. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
1,448. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,450. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
1,451. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

35 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_35**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,455. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,456. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,457. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,458. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,459. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

35 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_35**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,463. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,464. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,465. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			

CONTINUED - 35 CL B

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,466. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,467. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

35 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_35**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,471. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,472. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,473. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,474. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,475. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

36 **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into HALLWAY_NORT**
Door	**3' X 6' 8"**	**Opens into DEF_36_BATH**
Door	**2' 6" X 6' 8"**	**Opens into DEF_36_CL_A**
Door	**2' 6" X 6' 8"**	**Opens into DEF_36_CL_B**
Door	**2' 6" X 6' 8"**	**Opens into DEF_36_CL_C**
Window	**2' 10" X 3' 10"**	**Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,479. 5/8" - drywall per LF - up to 2' tall	45.17 LF @	11.04 =	498.68
1,480. 5/8" drywall - hung, taped, ready for texture	101.14 SF @	2.34 =	236.67
1,481. Texture drywall - machine - knockdown	252.64 SF @	0.64 =	161.69
1,482. Batt insulation - 4" - R13 - unfaced batt	101.14 SF @	0.64 =	64.73
Ceiling			

CONTINUED - 36

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1,483. 5/8" drywall - hung, taped, ready for texture	282.51 SF @	2.34 =	661.07
1,484. Texture drywall - machine - knockdown	282.51 SF @	0.64 =	180.81
Millwork			
1,485. Shelving - Detach & reset	3.00 LF @	6.95 =	20.85
Electrical			
1,486. Light fixture - Detach & reset	3.00 EA @	59.06 =	177.18
1,487. Light fixture	1.00 EA @	74.98 =	74.98
1,488. Combination CO/Smoke detector - Standard grade	1.00 EA @	82.16 =	82.16
HVAC			
1,489. Heat/AC register - Mechanically attached	1.00 EA @	21.11 =	21.11
1,490. Cold air return cover	1.00 EA @	26.22 =	26.22
Painting			
1,491. Seal/prime then paint the walls and ceiling (2 coats)	763.88 SF @	0.91 =	695.13

36 Bath **Height: 8'**

Door **3' X 6' 8"** **Opens into DEF_36**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,495. 5/8" - drywall per LF - up to 2' tall	17.00 LF @	11.04 =	187.68
1,496. Texture drywall - machine - knockdown	51.00 SF @	0.64 =	32.64
Millwork			
1,497. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,499. Seal/prime then paint the walls (2 coats)	140.00 SF @	0.91 =	127.40
1,500. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

36 CL A **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_36**

DESCRIPTION	QTY	UNIT PRICE	TOTAL

CONTINUED - 36 CL A

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,504. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,505. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,506. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,507. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,508. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

36 CL B **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_36**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,512. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,513. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,514. Casing - Detach & reset	34.00 LF @	1.66 =	56.44
Painting			
1,515. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,516. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

36 CL C **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into DEF_36**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,520. 5/8" - drywall per LF - up to 2' tall	7.50 LF @	11.04 =	82.80
1,521. Texture drywall - machine - knockdown	22.50 SF @	0.64 =	14.40
Millwork			
1,522. Casing - Detach & reset	34.00 LF @	1.66 =	56.44

CONTINUED - 36 CL C

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Painting			
1,523. Seal/prime then paint the walls (2 coats)	63.33 SF @	0.91 =	57.63
1,524. Paint door or window opening - Large - 1 coat (per side)	2.00 EA @	23.32 =	46.64

Hallway North **Height: 8'**

Door	**3' 8" X 6' 8"**	**Opens into DEF_30**
Door	**3' 8" X 6' 8"**	**Opens into DEF_29**
Door	**3' 8" X 6' 8"**	**Opens into DEF_28**
Door	**3' 8" X 6' 8"**	**Opens into DEF_27**
Door	**4' X 6' 8"**	**Opens into Exterior**
Door	**3' 8" X 6' 8"**	**Opens into DEF_115**
Door	**3' 8" X 6' 8"**	**Opens into DEF_20**
Door	**3' 8" X 6' 8"**	**Opens into DEF_118**
Door	**3' 8" X 6' 8"**	**Opens into DEF_22**
Door	**3' X 6' 8"**	**Opens into Exterior**
Missing Wall	**8' 1" X 8'**	**Opens into HALLWAY_CEN2**
Door	**3' X 6' 8"**	**Opens into Exterior**
Window	**11' X 4'**	**Opens into Exterior**
Door	**3' 8" X 6' 8"**	**Opens into MRT**
Door	**3' 8" X 6' 8"**	**Opens into DEF_24**
Door	**3' 8" X 6' 8"**	**Opens into DEF_37**
Door	**3' 8" X 6' 8"**	**Opens into DEF_26**
Door	**4' X 6' 8"**	**Opens into Exterior**
Door	**3' 8" X 6' 8"**	**Opens into DEF_36**
Door	**3' 8" X 6' 8"**	**Opens into DEF_35**
Door	**3' 8" X 6' 8"**	**Opens into DEF_33**
Door	**3' 8" X 6' 8"**	**Opens into DEF_71**
Door	**3' 8" X 6' 8"**	**Opens into DEF_32**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Walls			
1,528. 5/8" - drywall per LF - up to 2' tall	4.50 LF @	11.04 =	49.68

CONTINUED - Hallway North

DESCRIPTION	QTY		UNIT PRICE	TOTAL
Ceiling				
1,529. 5/8" drywall - hung, taped, ready for texture	176.00	SF @	2.34 =	411.84
1,530. Tape joint for new to existing drywall - per LF	46.00	LF @	9.67 =	444.82
1,531. Texture drywall - machine - knockdown	226.00	SF @	0.64 =	144.64
Painting				
1,532. Seal/prime then paint the walls and ceiling (2 coats)	3,482.86	SF @	0.91 =	3,169.40

Grand Total Areas:

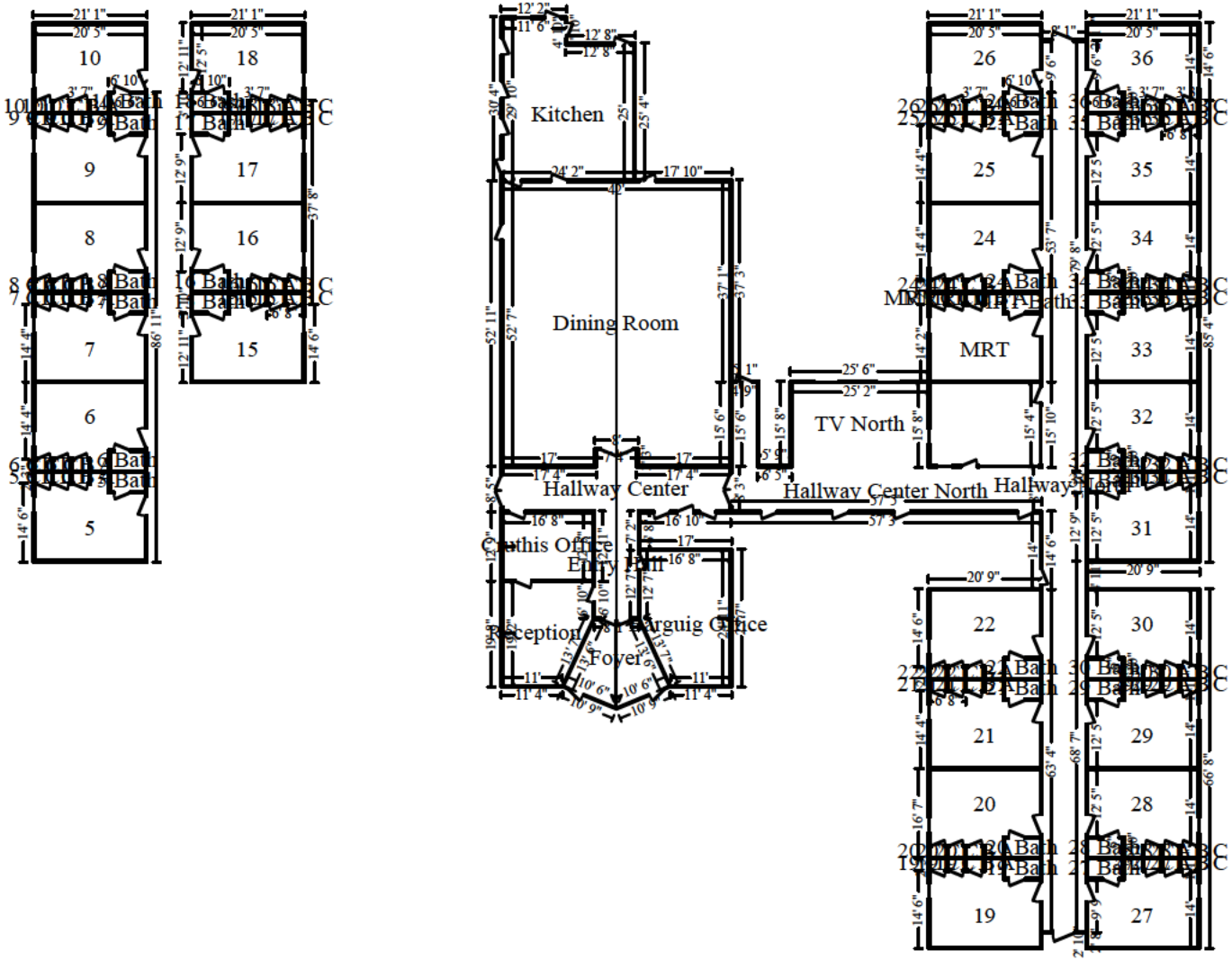
31,967.98	SF Walls	15,817.57	SF Ceiling	47,785.55	SF Walls and Ceiling
15,751.33	SF Floor	1,750.15	SY Flooring	3,785.37	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	4,691.97	LF Ceil. Perimeter
15,751.33	Floor Area	16,790.54	Total Area	31,967.98	Interior Wall Area
12,001.15	Exterior Wall Area	1,451.31	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Summary for Contents

Line Item Total	609,333.43
Travel/Per Diem/Fees/Fuel/	38,820.84
Subtotal	648,154.27
Overhead	63,974.55
Profit	63,974.55
Replacement Cost Value	**$776,103.37**
Net Claim	**$776,103.37**

Austin Montgomery

Austin Montgomery
Founder


Kitchen
Dining Room
Hallway Center
Hallway Center North
TV North
MRT
Foyer
Reception
Entry Hall
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Main Level

Commissioners Court - Regular Session **47.**

Meeting Date: 06/15/2021

Authorize MSA with Team Mechanical Service utilizing TIPS Contract 210205

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service agreement between Team Mechanical Services and Williamson County in the not-to-exceed amount of $400,000.00, pursuant to TIPS Coop contract 210205 and authorizing the execution of the agreement.

Background

Master Service Agreement is valid for one (1) year and may be renewed annually. The effective date shall commence on the date awarded by Commissioner' Court. Each project will be initiated with a work order and purchase order. Department contact is Shantil Moore or Christi Stromberg. Various funding sources depending on project: 01.0100.0509.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement
Attachment A
Attachment B
Attachment C

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/10/2021 09:20 AM
County Judge Exec Asst.	Andrea Schiele	06/10/2021 10:58 AM
Form Started By: Johnny Grimaldo		Started On: 06/09/2021 08:34 AM
Final Approval Date: 06/10/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR HVAC AND PLUMBING MAINTENANCE AND RELATED ITEMS VIA TIPS COOP #210205

(HVAC TEAM Mechanical Services, Inc.)

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **HVAC TEAM Mechanical Services, Inc.,** (hereinafter "Service Provider"), with mailing address at 2201 Patterson Industrial Dr, Ste. 200, Pflugerville, TX 78660. 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.

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 agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

II.

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 Attachment A – Facilities Service Additional Requirements;**

B. **As described in Attachment B – Williamson County Building List;**

C. **As described in the Attachment C – Fee Schedule, which is incorporated herein as if copied in full;**

D. **TIPS Coop #210205;**

E. **Williamson County Vendor Reimbursement Policy (as amended); and**

F. **Any required insurance certificates evidencing required coverages.**

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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.

V.

Consideration and Compensation: Service Provider will be compensated based on Attachment C – Fee Schedule, which is incorporated herein as if copied in full. **This agreement is subject to available funding for these services set forth in the Facilities Department budget for any applicable fiscal year.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods

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

VI.

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

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

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

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

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

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

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

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

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.

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

As described in Attachment C – Fee Schedule, which is incorporated herein as if copied in full.

IX.

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

X.

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.

XI.

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

XII.

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.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue through the end of the current county fiscal year on September 30, 2021. This contract shall renew for one (1) year on October 1, 2021 and shall continue until September 30, 2022, unless terminated earlier pursuant to paragraph XI. After September 30, 2022, this contract **may** be renewed for additional terms in the form of an addendum mutually agreed to and signed by both parties in writing.

XIV.

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

XV.

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 Agreement, 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 Agreement 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.

XVI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement 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.

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.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____

Date: _____ ___, 20____

Service Provider:

_____

Date: May 24, 2021

Exhibit(s)
Attachment C – Fee Schedule
(Incorporated herein as if copied in full)

1. TECHNICAL CONTACT:

1.1. Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

2. ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:

2.1. Access to the following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives at the following restricted and escorted facilities prior to or at time of service being performed under this contact. Facilities under this requirement include, but are not limited to:
- 2.1.1. Detention Center, Jail, Treatment and ESOC Premises:
  - 2.1.1.1. JJC
  - 2.1.1.2. SO/Jail
  - 2.1.1.3. CTTC
  - 2.1.1.4. ESOC
  - 2.1.1.5. SOTC
  - 2.1.1.6. CJIS Areas

2.2. Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
- 2.2.1. A photocopy of valid Government Issued Identification
- 2.2.2. Company Identification

2.3. Upon entering and leaving any Williamson County premises, Contractor's service representative may be required to sign in and out at receptionist desk or with the Authorized personnel.

2.4. Contractor's service representative shall log all service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized personnel.

2.5. Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted premises and should attempt to become familiar with all applicable procedures.

3. CONTRACT ADMINISTRATION RESPONSIBILITY:

3.1. Williamson County shall provide a designated "Contracts Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.

3.2. Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.
- 3.2.1. Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.

3.3. Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.

- 3.3.1. Decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.

- 3.3.2. Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator or designee during the progress of the Contract, to:
  - 3.3.2.1. Discover, discuss and/or reject unacceptable work;
  - 3.3.2.2. Discover and discuss work not in accordance with the contract;

3.3.2.3. Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.

3.4. Williamson County will furnish no materials, labor, equipment or facilities unless otherwise provided in the Scope of Work Order Ticket.

4. **PROGRAM EVALUATION**:

4.1.1. Williamson County Contract Administrator or designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes, as are necessary.

4.1.2. Contractor shall take prompt action to correct all identified deficiencies.

5. **SCOPE OF WORK ORDER TICKET CHANGES**:

5.1.1. Williamson County Contract Administrator or designee shall make changes within the scope of this contract at any point in time.

5.1.2. Any change must be implemented within thirty (30) business days from the date of receipt by the Contractor of the notification. Any change in pricing, rather increase or decrease, must be provided in writing to the Williamson County Contract Administrator or designee and must receive approval in writing before Contractor makes pricing change(s).

5.1.3. Williamson County Contract Administrator or designee will attempt to provide awarded Contractor with at least 30 days' notice of new address in the event of office relocation or closure of premises. The effective date of any addition or deletion will be no later than five (5) business days after receipt of Williamson's County's written notification of said addition or deletions.

5.1.4. Williamson County Contract Administrator or designee reserves the right, in its sole discretion, to add or delete service locations during the period covered by any resulting contract(s).

6. SCHEDULES:

6.1. The schedules for all approved work shall be approved by the Contract Administrator or designee. All schedules must be submitted and approved fifteen (15) days prior, if applicable, may only be altered at the discretion of the Contract Administrator or designee.

6.2. All maintenance services and installation shall be conducted during established business hours, on approved weekends or approved Williamson County holidays.

6.3. Visual inspections, troubleshooting, maintenance repair, or installation that will not interfere with day-to-day business operations in the facilities may be conducted during normal business hours.

6.4. **Emergency Services:**

6.4.1. Contractor shall provide twenty-four (24) hour emergency service contact number(s) and name(s) in case of any urgent issue that may arise.

6.5. **Service Hours:**

6.5.1. Service shall be made available to Williamson County 365 days per year, 24 hours per day. All services performed under this Contract shall be performed between the hours of 6:00 am and 6:00 pm unless other arrangements are made in advance with the Contract Administrator or designee. No premium charges will be paid for any off-hours work.

6.6. **Business Hours** at a minimum, shall be work performed between 8:00 am and 5:00 pm Monday through Friday, unless hours are extended by Contractor in the offer as agreed upon in the awarded contract.

6.7. **After Hours Service** shall be work performed after 5:00 pm and before 8:00 am.

6.8. **Weekend and Holiday** shall be work performed during Saturday, Sunday or during any Williamson County approved holiday.

6.9. Williamson County Holidays: Holidays observed by Williamson County are listed at http://www.wilco.org/Residents/County-Holidays or by obtaining a list from the Williamson County Contracts Administrator or designee. Williamson County does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by Williamson County or the Contractor, then Contractor shall fulfill obligations at no additional expense to Williamson County.

7. CONTRACTOR'S RESPONSIBILITIES:

7.1. Contractor's shall provide turnkey services in accordance with requirements specified herein and the resulting contract(s) and adhere to Williamson County's Terms and Conditions.

7.2. Contractor's shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract.

7.3. Contractor is responsible for all costs incurred in the performance of the contract.

7.4. Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the service requested herein, and shall obtain such permits, licenses or other authorizations, if applicable.

7.5. Contractor shall follow relevant safety rules and conduct the work in a safe manner.

7.6. Contractor shall be prepared and equipped to provide services in a timely manner and on relatively short notice or in accordance with the request for Scope of Work Order Ticket so as to enable Williamson County to meet critical, and at time, unpredictable, time deadlines and schedules.

7.7. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting contract(s).

7.8. Contractor agrees to conduct all services under this contract by and through appropriate communications with the Contracts Administrator or designee. No work, installation or other services shall be undertaken by contractor except with the prior written direction of the Contracts Administrator or designee. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson County's Contracts Administrator or designee is work outside the scope of this contract and shall be performed exclusively at contractor's risk and own expense. contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this contract, who shall be satisfactory to Williamson County. Personnel assigned to perform services under this contract may not be reassigned without the prior written notification to, and approval from, Williamson County Contracts Administrator or designee.

7.9. Respondent agrees to maintain a branch/office within one (1) hour of Williamson County throughout the duration of this contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

8. **PROCEDURES FOR PROJECT (STATEMENT OF WORK) ASSIGNMENT AFTER AWARD:**

8.1. As specific projects are identified, Williamson County will develop a project Statement of Work and select an awarded contractor for each project by one of the following methods:

8.2. Contractor may be required to visit the work site to attend a scheduled pre-proposal conference.
- 8.2.1. Contractor's travel and related expenses for pre-proposal conference shall be at the contractor's expense and will not be reimbursed.
- 8.2.2. Contractor shall be responsible for costs associated with the preparation of proposals.
- 8.2.3. Travel, labor, and materials shall not be reimbursed.

8.3. Williamson County will provide the contractor the opportunity to accept or reject project assignment. If a contractor fails to notify by written communication (e-mail), Williamson County of project acceptance within twenty-four (24) hours, Williamson County may cancel award and proceed with the next vendor to avoid delay of the project.

8.4. Williamson County shall receive contractor proposal for the project by a predetermined date and time stated on the request.

8.4.1. The project proposal shall include:

8.4.1.1. Narrative description of the Contractor's understanding of the project scope of work;

8.4.1.2. Detailed statement of the services anticipated for the project;

8.4.1.3. Fee Proposal detailing the total fee for providing the services and the number of hours (by specialty in accordance with the approved fee scheduled) Firm fixed rate fee shall include all expenses associated with the project, to include but not limited to, labor, equipment, material, travel, etc.;

8.4.1.4. Period of performance to complete the specified scope of services; and

8.4.1.5. Contractor's assigned project manager and contact information.

8.4.2. Williamson County will review Contractor's Proposal and negotiate any changes, clarifications, or modifications thereto. The Contractor shall submit a revised Proposal incorporating any changes, clarifications, or modifications made in the review process.

8.4.3. Williamson County may accept, reject, or see modification(s) of any proposal.

8.4.4. Williamson County will evaluate proposal(s) and select a contractor determined to provide the best value. Awarded Contractor(s) shall be responsible for all expenses associated with the work identified in the purchase order (Labor, equipment, materials, travel, etc) at the firm fixed price.

9. **PROJECT HISTORY:**

9.1. Williamson County premises included in this contract are identified in Attachment – Wilco Buildings.

9.2. Projects include a wide range of construction services for the repair and replacement of electrical components premises. When a need is identified for certain electrical work, a Request for Work Order Proposal (RWOP) is issued to the selected Blanket Contractor, and an agreed upon fee and scope of work for such service are negotiated and executed by Work Order.

9.3. Williamson County Facilities Department supports various Departments throughout Williamson County. These departments include, but not limited to: Correctional Departments, County Parks, Law Enforcement Department, and Probation Departments.

9.3.1. Park sites include a wide range of facilities ranging from restrooms, showers, staff residences, camping sites, piers, docks, splash pad, Show Barn, etc.

10. DESCRIPTION OF SERVICES:

10.1. The scope of service will vary from project to project. The majority of the Work Orders are anticipated to be less than $25,000; however, a single Work Order may be awarded up to $99,999. Upon identification of a need for services, Williamson County will request a proposal based on the fee schedule Attachment B – Compensation and Fee Schedule of applicable rates and upon acceptance of proposal, Williamson County will issue a Work Order. The size and quantity of Work Orders issued to a firm will vary depending on a project need, schedule, the contractor's workload, and availability of funding.

11. **MAINTENANCE AND WORK AUTHORIZATION:**

11.1. Williamson County may, from time-to-time, request Contractor through a Service call to complete maintenance and repair services based on deficiencies or system failures. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Work Authorization"). Such Work Authorization will constitute amendments to this Contract, subject to the terms and conditions set forth in this contract and shall include a description of the scope of services, schedule and term, and

compensation specific to the Work Authorization which shall be negotiated. Any work completed by Contractor without written authorization from the Contracts Administrator or designee will not be paid for by Williamson County.

11.2. **Response Time:**

11.2.1. Contractor shall acknowledge receipt of Williamson County's request for Work Order Proposal by electronic communication (email) within twenty-four (24) hours from receipt of request.

11.3. Contractor understands and agrees that no guaranteed minimum number of Work Authorizations or amount of work will arise from this Contract.

11.4. Upon receipt of a Work Authorization, Contractor shall respond to the Contract Administrator or designee within twenty-four (24) hours. Contractor shall perform all work under a Work Authorization within the timeframe agreed upon; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to twenty percent (20%) of total cost of the Work Authorization.

11.5. Contractor shall check in and out with the Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the "Service Ticket", or summary list, for the services performed under a Work Authorization. Contractors shall provide the following information on the Service Ticket:

11.5.1. building name;
11.5.2. floor number;
11.5.3. name of Contractor personnel performing the work;
11.5.4. license type and number of the Contractor personnel performing the work;
11.5.5. number of hours worked for each license type – Master Electrician, Journeyman Electrician, and Apprentice Electrician;
11.5.6. start and end worked hour;
11.5.7. itemized list of parts/material used/replaced; and
11.5.8. narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s)

11.6. **GENERAL REQUIREMENTS:**

11.6.1. **Waste Removal:**

11.6.1.1. Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

11.6.2. **Security and Identification:**

11.6.2.1. Contractor shall abide by all procedures and rules as conveyed by Williamson County's Contract Administrator regarding security requirements of the property where work is to be performed.

11.6.3. **UNIFORMS AND PROTECTIVE CLOTHING:**

11.6.3.1. All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.

11.6.3.2. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

11.6.3.3. Contractor personnel shall wear clean and presentable clothing; no shorts or open toed shoes.

11.6.3.4. Contractor personnel shall display their name and Contractor identification information at all time while performing services under this contract.

11.6.4. **Transportation:**

11.6.4.1. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County premises.

11.6.4.2. Contractor vehicles must meet Texas Department of Transportation requirements.

11.6.4.3. Contractor shall provide and maintain proper vehicle insurance coverage as required by Williamson County.

11.6.4.4. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Licensing and Regulations.

11.6.4.5. All Contractor personnel providing services under this contract must maintain licensing (in categories appropriate to the work being performed).

11.6.4.6. Unlicensed applicators and technicians will not be permitted to provide service to the Williamson County premises under this contract.

11.6.5. Williamson County Facilities department is responsible for providing emergency building services and equipment repair during emergency evacuation situations and requests cooperation from all contractors providing on-call services to Williamson County. During a wide-scale emergency, Contractors may be contacted to provide services and/or equipment. Contractors must agree that Williamson County's request for services will be a top priority.

11.6.6. The Contractor shall abide by the provisions of the latest edition of the Work Area Traffic Control Handbook.

12. **BILLING:**

12.1. Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or materials are in installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.

12.2. Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:

12.2.1. Name and address of Contractor;

12.2.2. Contractor's Texas Identification Number;

12.2.3. Contractor's invoice remittance address;

12.2.4. Itemized and detailed description of services provided; and

12.2.5. Total price for each product and/or service provided.

12.3. Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.

12.4. Contractor agrees to conduct all its services under this Contract by and though appropriate communications with Williamson County's Contracts Administrator or designee. Contractor understands and agrees that services performed, or materials provided without the prior written direction of Williamson County Contracts Administrator is work outside the approved Work Authorization and this Contract, shall be performed exclusively at Contractor's risk and own expense.

12.5. **As-Built Documents:** If applicable to the work order the Contractor shall set aside one set of construction drawings and specifications to be used for keeping a record of all changes made during construction. The Contractor shall be responsible for keeping these drawings and specifications current and neatly noting with colored pencil or ink the actual conditions of the Work and show and reference all changes made during construction. These drawings will be checked at minimum monthly by the Contracts Administrator or designee and partial payments will not be made to the Contractor until the Contracts Administrator or designee verifies that the records are being properly kept. Such inspections shall not constitute review or approval of the as-built documents for accuracy or completeness. These construction drawings shall be hand delivered or by approved electronic communication method to the Contracts Administrator or designee at the completion of the project. Final payment will not be made until these documents have been received and approved by the Contracts Administrator or designee.

13. **SUBCONTRACTING:**

13.1. Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.

13.2. No subcontractor under this contract shall act as the primary vendor of responsibility for the services.

13.3. The Contractor shall be the only contact for Williamson County Contracts Administrator or designee and subcontractors.

13.4. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.

13.5. Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

13.6. Williamson County Contracts Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).

13.7. Any negative response may result in disqualification of the subcontractor.

13.8. Williamson County Contracts Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.

13.9. Subcontracting shall be at the Contractor's expense.

14. CONTRACTOR ACCESS:

14.1. Access routes, entrance gates or doors, parking and storage areas, and other necessary Contactor access, along with any imposed time limitations shall be designated by Williamson County's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by Williamson County Contract Administrator or designee for access by Contractor.

15. EXISTING UTILITIES AND STRUCTURES:

15.1. Contractor shall adequately protect the work, Williamson County property, adjacent property and the public. In the event of damage to facilities as a result of Contractor's operations, Contractor shall take immediate steps to notify Williamson County Contract Administrator or designee and subsequently repair or restore all services to the satisfactory approval of Williamson County's Contract Administrator. Further, Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. Williamson County's Contract Administrator or designee may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Upon the approval of Williamson County Contract Administrator or designee, Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets on Williamson County property.

16. TRAVEL TIME:

16.1. Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative or designee logs the start and completion time on the service tickets for the services rendered. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator or designee.

17. TRAINING OF WILLIAMSON COUNTY PERSONNEL:

17.1. Contractor shall provide training to Williamson County designated personnel for all mechanical equipment, and parts installed, upon request by the Contract Administrator or designee.

17.2. Contractor shall provide hands on training pertaining to electrical panel and relevant systems to ensure staff are familiar with systems, upon request.

17.3. Contractor shall provide training to Williamson County designated personnel for materials and materials used to ensure understanding of the application process and importance of the requirements.

18. DISPOSAL OF SALVAGEABLE ITEMS:

18.1. Contracts Administrator or designee shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Williamson County. Disposal may include depositing in a central location for salvage by the Williamson County or delivery to the Williamson County's warehouse located at 301 S.E., Inner Loop, Georgetown, TX 78626 or such other location as determined by the Contract Administrator or designee.

19. TOBACCO USE:

19.1. Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.

19.2. Intoxication and Drug Free - Contractor personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.

19.3. If Contractor personnel or subcontractors are found intoxicated, using or in possession of any kind of illegal drug while on Williamson County premises or performing services under this contract, it may result in contract termination.

20. CONTRACATOR'S RESPONSIBILITIES AND WARRANTIES:

20.1. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS** - Contractor shall procure, at Contractor's expense, all necessary and required licenses and permits necessary for the performance of this Contract. Contractor represents and warrants that the services provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, the Occupational Safety and Health Administration (OSHA), Uniform Building Code (UBC), Uniform Mechanical Code, Uniform Plumbing Code, National Fire Protection Association (NFPA) and all Texas health and safety standards. All electrical items must also bear the appropriate listings and certification from the Underwriters Laboratories Inc. (UL), Factory Mutual Research Corporation (FMRC) or National Electrical Manufacturers Association (NEMA).

20.1.1. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

20.1.2. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by Williamson County of the materials or services, they shall be:

20.1.2.1. A quality to pass without objection in the trade under the Contract description;

20.1.2.2. Fit for the intended purposes for which the materials or services are used;

20.1.2.3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

20.1.2.4. Adequately contained, packaged and marked as the Contract may require; and

20.1.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

20.1.2.6. **Fitness** - Contractor warrants that any material or service supplied to Williamson County shall fully conform to all requirements of the contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.

20.1.3. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by Williamson County.

20.1.4. **Compliance with Applicable Laws** – The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

20.2. **PERFORMANCE WARRANTY** - All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority

having lawful jurisdiction. Work performed under this Contract shall meet all applicable requirements of the latest revision of the NFP A codes. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to Williamson County, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by Williamson County.

20.3. **MATERIAL WARRANTY** - All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by Williamson County. Contractor shall provide Williamson County's Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.

20.4. **NOTICE OF DEFECTS:**

20.4.1. Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

20.5. **OPERATIONS AND MAINTENANCE MANUALS:**

20.5.1. Contractor shall provide Operations and Maintenance Manuals for all equipment and parts installed as part of the work under this contract, upon request by the Contract Administrator. Contractor shall compile all specified instructions, maintenance manuals and operations date.

20.6. **FREIGHT AND SHIPPING COSTS:**

Freight and shipping costs are not an allowable expense under this Contract. Expedited shipping charges, with prior approval from the Williamson County Contract Administrator, may be allowed.

#	Facility Name	Address	City
1000	Courthouse	710 S Main St	Georgetown
1001	Williamson Museum	716 Austin Ave	Georgetown
1002	Georgetown Health Dept	102 W 3rd St	Georgetown
1003	Taylor Health Dept	115 W 6th St	Taylor
1005	Round Rock Annex Bldg A	211 Commerce Cove	Round Rock
1006	Round Rock Annex Bldg B	211 Commerce Cove	Round Rock
1007	Vacant	516 Pine St	Georgetown
1008	Sheriff Administration/Jail	508 S Rock St	Georgetown
1009	Justice Center	405 MLK	Georgetown
1010	Liberty Hill Annex	3407 RR 1869	Liberty Hill
1011	Lott Building	107 S Holly	Georgetown
1012	Vacant	303 S Main St	Georgetown
1013	Vacant	305 S Main St	Georgetown
1015	EMS Station Medic 42	1427 S Main St	Taylor
1017	TABC/Game Warden	517 Pine St	Georgetown
1018	Sheriff Trustee Shop	508 Holly Bldg 2	Georgetown
1019	Rise Center	305 MLK	Georgetown
1020	Rise Center	303 MLK	Georgetown
1022	Vacant	312 S Main St	Georgetown
1024	Life Steps	311 S Main St	Georgetown
1026	Central Maintenance Facility	3151 SE Inner Loop	Georgetown
1029	Vacant	508 Holly Bldg 1	Georgetown
1032	Cedar Park Annex	350 Discovery Blvd	Cedar Park
1033	Taylor Annex	412 Vance St	Taylor
1034	EMS Station Medic 41	2604 Northlawn	Taylor
1037	EMS Station Medic 23	209 W Willis/200 Bagdad Rd	Leander
1042	Granger CTTC Facility	601 N Alligator Road	Granger
1043	Inner Loop Annex	301 SE Inner Loop	Georgetown
1044	Sheriff's Office Eastside	2501 Mallard Lane	Taylor
1045	Juvenile Justice Center	200 Wilco Way	Georgetown
1046	Parking Garage CJC/Jail	305 W 4th Street	Georgetown
1047	Expo Center	5350 Bill Picket Trail	Taylor
1048	JP Pct 4	211 W 6th	Taylor
1050	Sheriff Gun Range	3901 County Rd 130	Hutto
1051	Tax Office	904 S Main	Georgetown
1062	Hutto Annex	321 Ed Schmidt Blvd, Ste 200	Hutto
1063	Facilities Services Center	3101 SE Inner Loop	Georgetown
1064	Children's Advocacy Center	1811 SE Inner Loop	Georgetown
1066	Jester Annex	1781 & 1801 E Old Settlers Rd	Round Rock
1071	Emergency Services Operations Center	911 Tracy Chambers Lane	Georgetown
1072	Parks Admin	219 Perry Mayfield	Leander
1073	Williamson County Cities Health District	355 Texas Avenue	Round Rock
1075	SOTC	8160 Chandler Rd	Hutto
1076	NCF Building C - Fuel Station	3161 SE Inner Loop	Georgetown
1077	NCF Building D - Wireless Communication	3171 SE Inner Loop	Georgetown
1078	NCF Building E - EMS Training	3189 SE Inner Loop	Georgetown
1079	NCF Building G - Vehicle Impound	3181 SE Inner Loop	Georgetown
1080	Georgetown Annex	151 Wilco Way	Georgetown
no #	WC Regional Animal Shelter	1855 SE Inner Loop	Georgetown
no #	Williamson County Parks	Various Locations	Williamson County

Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Personnel Level	Rate
1. HVAC Technician – Specialist Controls	
a. Regular Hours – 8:00 am – 5:00 pm	$ 120.00
b. After Regular Hours – 5:01 pm – 7:59 am	$ 180.00
c. Weekends or County approved Holidays	Weekends (Saturday)- $180.00 Holidays and Sunday - $240.00
2. HVAC Technician – Specialist Controls Helper	
a. Regular Hours – 8:00 am – 5:00 pm	$ 85.00
b. After Regular Hours – 5:01 pm – 7:59 am	$ 127.50
c. Weekends or County approved Holidays	Weekends (Saturday)- $127.50 Holidays and Sunday - $170.00
3. Maintenance / Service Technician - Master	
a. Regular Hours –8:00 am – 5:00 pm	$ 105.00
b. After Regular Hours – 5:01 pm – 7:59 am	$ 157.50
c. Weekends or County approved Holidays	Weekends (Saturday)- $157.50 Holidays and Sunday - $210.00
4. Maintenance / Service Technician - Helper	
a. Regular Hours – 8:00 am to 5:00 pm	$ 85.00
b. After Regular Hours – 5:01 pm – 7:59 am	$ 127.50
c. Weekends or County approved Holidays	Weekends (Saturday)- $127.50 Holidays and Sunday - $170.00
5. Plumbing – Master	
a. Regular Hours – 8 am to 5:00 pm	$ 105.00
b. After Regular Hours – 5:01 pm – 7:59 am	$ 157.50
c. Weekends or County approved Holidays	Weekends (Saturday)- $157.50 Holidays and Sunday- $210.00
6. Plumbing Technician – Helper	
a. Regular Hours – 8 am to 5:00 pm	$ 85.00
b. After Regular Hours – 5:01 pm – 7:59 am	$ 127.50
c. Weekends or County approved Holidays	Weekends (Saturday)- $127.50 Holidays and Sunday - $170.00

7. Emergency Response on Weekends or Approved Holidays	
a. HVAC Technician - Master	Depends on when emergency call is placed (See above for rates)
b. Maintenance / Service Technician - Master	Depends on when emergency call is placed (See above for rates)
c. Plumbing - Master	Depends on when emergency call is placed (See above for rates)

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Commissioners Court - Regular Session **48.**

Meeting Date: 06/15/2021

DOI Projects and Issues

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/20/2021 09:16 AM
Form Started By: Vicky Edwards		Started On: 05/19/2021 12:20 PM
Final Approval Date: 05/20/2021		

Commissioners Court - Regular Session **49.**

Meeting Date: 06/15/2021

PaveTex 3412 Consent to Contract Assignment

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Assignment between PaveTex Engineering, LLC as assignor, and Atlas Technical Consultants LLC, as assignee, in relation to that certain Williamson County Contract for Engineering Services dated effective April 23, 2020 regarding On Call Materials Testing & Geotechnical Engineering Services. Funding Source: 01.0200.0210.004160.

Background

PaveTex Engineering, LLC has been acquired by Atlas Technical Consultants, LLC effective as of April 1, 2021. The Consent to Contract Assignment will complete the transition process by transferring the 3412 On Call Materials Testing & Geotechnical Engineering Services Contract executed April 23, 2020 from PaveTex to Atlas.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PaveTex 3412 Consent to Contract Assignment

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	06/10/2021 10:11 AM
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:05 AM
Form Started By: Vicky Edwards		Started On: 06/10/2021 09:16 AM
Final Approval Date: 06/10/2021		

DocuSign Envelope ID: 2830CB02-3FB1-49E2-B771-7108FC10FEB5

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, PaveTex Engineering, LLC (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to Atlas Technical Consultants, LLC (hereinafter "Assignee") in the contract(s) described as follows:

> Williamson County Contract for Engineering Services by and between PaveTex Engineering, LLC and Williamson County, Texas for the Williamson County Road & Bridge Department "On-Call" Materials Testing and Geotechnical Engineering Services, being dated effective April 23, 2020, which is incorporated herein by reference for all purposes (hereinafter "Contract").

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

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

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

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

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES ("LOSSES"), TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ASSIGNOR, ASSIGNOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ASSIGNOR INCLUDING, WITHOUT LIMITATION, ASSIGNOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ASSIGNOR EXERCISES CONTROL ARISING OUT OF OR RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT.

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

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

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

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

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

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

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____ _____, 20___

DocuSign Envelope ID: 2830CB02-3FB1-49E2-B771-7108FC10FEB5

ASSIGNOR:

PaveTex Engineering, LLC

By: DocuSigned by: Marvin Garcia 4F2BC779CA26446...

Printed Name: Marvin Garcia

Title: Senior Vice President

Date: June 9, _____, 20 21

ASSIGNEE:

Atlas Technical Consultants, LLC

By: DocuSigned by: Marvin Garcia 4F2BC779CA26446...

Printed Name: Marvin Garcia

Title: Senior Vice President

Date: June 9, _____, 20 21

Commissioners Court - Regular Session **50.**

Meeting Date: 06/15/2021

Award IFB T4115 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 awarding IFB #T4115 CR 375 Reconstruction to QA Construction Services Inc. and authorizing the execution of the agreement. Funding Source is P497.

Background

The Purchasing Department solicited sealed bids for IFB T4115 CR 375 Reconstruction. Thirteen (13) suppliers participated in the solicitation of which six (6) suppliers submitted a bid. The bids were reviewed and evaluated by Road and Bridge and the apparent low bid (QA Construction Services, Inc.) was found to be responsive, mathematically correct, and materially balanced. The Contractor's low base bid is $1,102,750.00 below the Engineer's Estimate, a cost decrease of 1.4%. In addition to meeting the bid qualifications subject to being low bidder, QA Construction Services, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of$1,102,750.00 and the previous work experience, the department recommends to the Williamson County Commissioners' Court that they award QA Construction Services, Inc. the contract for the CR 375 Reconstruction project. Department point of contact for Road and Bridge will be Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	06/09/2021 04:08 PM
County Judge Exec Asst.	Andrea Schiele	06/09/2021 05:13 PM
Form Started By: Kim Chappius		Started On: 06/01/2021 10:49 AM
Final Approval Date: 06/09/2021		

WILLIAMSON COUNTY
1848

June 1, 2021

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for CR 375 Reconstruction – Bid #T4115

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (QA Construction Services, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. QA Construction Services, Inc. - $1,102,750.00
2. MA Smith Contracting Co., Inc. - $1,278,840.63
3. Diamond X Contracting, Inc. - $1,324,044.00
4. SB Contractors, LLC - $1,423,934.25
5. Chasco Constructors - $1,559,559.00
6. CK Newberry, LLC – 1,688,348.00

The Contractor's low base bid is $1,102,750.00 below the Engineer's Estimate, a cost decrease of 1.4%.

In addition to meeting the bid qualifications subject to being low bidder, QA Construction Services, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,102,750.00 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award QA Construction Services, Inc. the contract for the CR 375 Reconstruction project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **QA Construction Services Inc.** ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation #T4115, CR 375 Reconstruction; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of One Million One Hundred Two Thousand Seven Hundred Fifty Dollars (**$1,102,750.00)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation #T4115 CR 375 Reconstruction, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: **55 days from Notice to Proceed**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before 60 days** from notice to proceed; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred dollars per day ($200/Day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner’s cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

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

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

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

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

QA CONSTRUCTION SERVICES, INC.

By: Marcos Gutierrez

Printed Name: Marcos Gutierrez

Title: CEO

Date: 6/2/2021

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Major Davenport
_____
_____
_____
Phone 512-964-5599
Fax _____

Commissioners Court - Regular Session **51.**

Meeting Date: 06/15/2021

T3346 Southeast Loop Seg 1 Ph 1 Notice of Intent

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 Notice of Intent (NOI) for a Stormwater Pollution Prevention Plan associated with the Construction General Permit (TXR150000) for Southeast Loop Segment 1 Phase 1, a Road Bond program project in Commissioner Pct. 4. P: 463 Funding Source: Road Bond

Background

Williamson County must submit an NOI to obtain coverage under Construction General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ), before commencing stormwater pollution prevention plan on any construction project prior to construction and compliant with any applicable local sediment and erosion control plans, as required in the general permit TX150000. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T3346 Southeast Loop Seg1 Ph1 NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:46 AM
Form Started By: Marie Walters		Started On: 06/10/2021 10:17 AM
Final Approval Date: 06/10/2021		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Southeast Loop Segment 1 Phase 1
Does the site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	Northbound Frontage of SH 130 to CR 137, for the Overlay/Construction of Eastbound Frontage Road Consisting of Ponds, and Signing and Pavement Markings.
City	Hutto
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.######)	30.500655
Longitude (W) (-###.######)	-97.580074
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	
Regulated Entity Site Information	
What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	Southeast Loop Segment 1 Phase 1
Does the RE site have a physical address?	No
Physical Address	
Because there is no physical address, describe how to locate this site:	Northbound Frontage of SH 130 to CR 137, for the Overlay/Construction of Eastbound Frontage Road Consisting of Ponds, and Signing and Pavement Markings.
City	Hutto
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.######)	30.500655
Longitude (W) (-###.######)	-97.580074
Facility NAICS Code	
What is the primary business of this entity?	

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes
Responsible Authority Contact	
Organization Name	Williamson County
Prefix	
First	Bill
Middle	
Last	Gravell
Suffix	JR
Credentials	
Title	County Judge
Responsible Authority Mailing Address	
Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125276714
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	roads@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB
Prefix	MRS
First	Mayra
Middle	
Last	Ramos
Suffix	
Credentials	
Title	Document Control
Enter new address or copy one from list:	CN600897888, Williamson County RESPONSIBLE AUTHORITY

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125276714
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	mramos@hntb.com

CNOI General Characteristics

Is the project located on Indian Country Lands?	No
Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?	No

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6.

What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
If applicable, what is the Secondary SIC Code(s)?	

What is the total number of acres disturbed?	53.8
Is the project site part of a larger common plan of development or sale?	No
What is the estimated start date of the project?	10/01/2021
What is the estimated end date of the project?	11/01/2022
Will concrete truck washout be performed at the site?	Yes
What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Brushy Creek Brazos River Willbarger Creek Colorado River
What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1244|1434
Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	Yes
What is the name of the MS4 Operator?	Round Rock
Are any of the surface water bodies receiving discharges from the construction site on the 2016 Texas Integrated Report of Surface Water Quality?	Yes
What is the name(s) of the impaired water body(s) receiving the discharges from the contruction site?	Brushy Creek
Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	No
I certify that a stormwater pollution prevention plan has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who operate under a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **52.**

Meeting Date: 06/15/2021

Atlas 14 Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss consider and take appropriate action on a revised Atlas 14 Grant Agreement with the Texas Water Development Board for a regional flood planning study.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas 14 Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/03/2021 05:29 PM
Charlie Crossfield (Originator)	Charlie Crossfield	06/10/2021 11:33 AM
Charlie Crossfield (Originator)	Charlie Crossfield	06/10/2021 12:05 PM
Form Started By: Charlie Crossfield		Started On: 06/03/2021 12:32 PM
Final Approval Date: 06/10/2021		

STATE OF TEXAS TWDB Commitment No. G1001290

COUNTY OF TRAVIS Flood Infrastructure Fund Category 1

Williamson County

This Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and the Williamson County (hereinafter "GRANTEE"), is composed of two parts, SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO THE STANDARD AGREEMENT and SECTION II - STANDARD AGREEMENT.

SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT

ARTICLE I DEFINITIONS

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

1. TWDB – The Texas Water Development Board, or its designated representative

2. GRANTEE – Williamson County

3. EXECUTIVE ADMINISTRATOR – The Executive Administrator of TWDB or a designated representative

4. PARTICIPANT(S) – N/A

5. REQUIRED INTERLOCAL AGREEMENT(S) – N/A

6. TWDB APPROVAL DATE – DECEMBER 17, 2020

7. PROJECT –A regional flood planning study of the PROJECT AREA identified as PROJECT #40046, as more specifically described in EXHIBIT A, Detailed Description of the Project Service Area and EXHIBIT B, Scope of Work.

8. PROJECT AREA – The proposed project area includes nine HUC-10 watersheds in Williamson County and portions of Burnet, Lampasas, Bell, Milam, Lee and Bastrop Counties, as more specifically defined in **EXHIBIT A**, Detailed Description of the Project Service Area.

9. DEADLINE FOR CONTRACT EXECUTION – JUNE 30, 2021

10. CONTRACT INITIATION DATE – The date CONTRACT is signed by the EXECUTIVE ADMINISTRATOR as shown on the last page of this CONTRACT document.

11. FINAL REPORT – The report including deliverables as described in **EXHIBIT B**, Scope of Work, and all maps, models, and other data gathered and developed for the PROJECT as described in TWDB guidance.

12. PROJECT COMPLETION DATE – MARCH 31, 2024

13. CONTRACT EXPIRATION DATE – MAY 31, 2024

14. TOTAL PROJECT COST – $9,299,185

15. TWDB SHARE OF THE TOTAL PROJECT COST – The lesser of $4,649,592 or 50 percent of the total cost.

16. LOCAL SHARE OF THE TOTAL PROJECT COST – $4,649,593 in cash and/or in-kind contributions or 50 percent of the total costs.

17. PAYMENT REQUEST SCHEDULE – Not less than quarterly but not more frequently than monthly.

18. SURPLUS FUNDS – Those funds remaining after the GRANTEE has submitted final accounting to the EXECUTIVE ADMINISTRATOR, including interest earned.

19. PROJECT ACCOUNT – An account dedicated to the payment of PROJECT costs.

20. ELIGIBLE EXPENSES – The expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Task and Expense Budget. Expenses incurred prior to March 12, 2020, are not ELIGIBLE EXPENSES.

21. ESCROW ACCOUNT – An account established by GRANTEE that will be used to manage the grant funds in accordance with an escrowagreement acceptable to the EXECUTIVE ADMINISTRATOR, which is attached hereto as **EXHIBIT F,** until the EXECUTIVE ADMINISTRATOR authorizes the releaseof the grant funds to the PROJECT ACCOUNT.

ARTICLE II SPECIAL CONDITIONS

OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT – None.

SECTION II - STANDARD AGREEMENT

ARTICLE I RECITALS

Whereas, GRANTEE applied to TWDB for financial assistance to conduct flood protection planning for the PROJECT AREA;

Whereas, GRANTEE will commit cash and/or in-kindservices to pay for the LOCAL SHARE OF THE TOTAL PROJECT COST;

Whereas, GRANTEE is the entity that will act as administrator of the PROJECT and will be responsible for the execution of this CONTRACT;

Whereas, on TWDB APPROVAL DATE, TWDB approved GRANTEE's application for financial assistance for the PROJECT, consisting of reimbursement of the TWDB SHARE OF THE TOTAL PROJECT COST;

Whereas, TWDB's approval of GRANTEE's application for financial assistance included a condition that all appropriate entities within the PLANNING AREA adopt and enforce floodplain management ordinances or orders, as applicable, in accordance with theFlood Intended Use Plan before execution of this CONTRACT and this special condition has been satisfied;

Now, therefore, TWDB and GRANTEE agree as follows:

ARTICLE II PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

1. TWDB enters into this CONTRACT pursuant to Texas Water Code § 15.405; **EXHIBIT A**, Detailed Description of the Project Service Area; **EXHIBIT B**, Scope of Work; **EXHIBIT C**, Task and Expense Budgets; **EXHIBIT D**, Guidelines for Authors Submitting Contract Reports to the Texas Water Development Board; **EXHIBIT E**, TWDB Guidelines for a Progress Report; and **EXHIBIT F**, Escrow Agreement, which are incorporated herein and made a permanent part of this CONTRACT.

2. GRANTEE will conduct the PROJECT for the PLANNING AREA, as delineated and described in **EXHIBIT A**, and according to the Scope of Work contained in **EXHIBIT B**. GRANTEE will be solely responsible for all costs that exceed the Task and Expense Budgets for the PROJECT, **EXHIBIT C**.

3. GRANTEE must hold public meetings with the consultants, local

entities, TWDB, and any other interested parties to describe the PROJECT and to solicit input and comments from the affected public. Public meetings must be conducted in accordance with the Texas Open Meetings Act (in accordance with Section II, Article X, Paragraph 2H) and held as determined by GRANTEE and TWDB as detailed below.

GRANTEE must hold at least three public meetings as follows:

A. One meeting should occur towards the beginning of the project during data collection phase, to inform people of the project, how the study outcome will benefit the community, and gather any additional project related information that people have to share including location of flood risk

B. One meeting should be held towards the end of the project to present the key findings of the study, how the study outcome will benefit the community, communicate any identified flood risks in the study area and receive feedback.

C. For larger projects, and projects involving alternative solution identification, an additional meeting/hearing should be scheduled to present project updates and receive feedback.

ARTICLE III CONTRACT TERM, SCHEDULE, REPORTS, AND OTHER REQUIREMENTS

1. GRANTEE has until the DEADLINE FOR CONTRACT EXECUTION to execute this CONTRACT and to provide acceptable evidence of any REQUIRED INTERLOCAL AGREEMENTS and evidence of GRANTEE's ability to provide the LOCAL SHARE OF THE TOTAL PROJECT COST, if applicable, and any applicable federal share. Otherwise, TWDB SHARE OF THE TOTAL PROJECT COST will be rescinded.

2. This CONTRACT begins and GRANTEE begins performing its obligations hereunder on the CONTRACT INITIATION DATE and ends on the EXPIRATION DATE. Delivery of an acceptable FINAL REPORT for the PROJECT no later than the EXPIRATION DATE constitutes completion of the terms of this CONTRACT.

3. A progress report, including results to date, must be provided to the EXECUTIVE ADMINISTRATOR throughout the project on the same timetable as the PAYMENT REQUEST SCHEDULE. Interim reports on special topics and/or results must be provided as requested. Instructions for the progress report are shown in **EXHIBIT E**.

4. GRANTEE must complete a draft Report. Draft Reports must include an Executive

Summary, Table of Contents, List of Figures, List of Tables, a List of References, Conclusion including key findings and recommendations, and any other pertinent information such as the Scope of Work or other diagrams, graphics, or tables to explain the procedures and results of the PROJECT. The Draft Report also must include an electronic copy of any computer programs, maps, or models along with any manuals or sample data set(s) developed under the terms of this CONTRACT. GRANTEE must deliver one (1) Portable Document Format (PDF) copy, with searchable text of the Draft Report to the EXECUTIVE ADMINISTRATOR no later than the PROJECT COMPLETION DATE. All Draft Reports must be prepared according to **EXHIBIT D**. After a 45-day review period, the EXECUTIVE ADMINISTRATOR will return review comments to GRANTEE.

5. GRANTEE must consider incorporating comments from the EXECUTIVE ADMINISTRATOR and other commenters on all draft deliverables into the FINAL REPORT. GRANTEE must attach a copy of the EXECUTIVE ADMINISTRATOR's comments in the FINAL REPORT. GRANTEE must submit one (1), or more as requested by the TWDB project manager, physical copy (bound) and one (1) electronic copy of the entire FINAL REPORT in Portable Document Format (PDF), with searchable text, to the EXECUTIVE ADMINISTRATOR no later than the EXPIRATION DATE. GRANTEE must submit one (1) electronic copy of any computer programs or models and an operations manual developed under the terms of this CONTRACT. In compliance with Texas Administrative Code, Title 1, Part 10, Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites), the digital copy of the FINAL REPORT must comply with the requirements and standards specified in statute. After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the FINAL REPORT. If the FINAL REPORT is rejected, the rejection letter sent to GRANTEE will state the reasons for rejection and the steps GRANTEE needs to take to have the FINAL REPORT accepted and the retainage released. The CONTRACT may be extended if necessary and allowable, based on the state funding source, to allow time for GRANTEE to resubmit the FINAL REPORT.

6. The EXECUTIVE ADMINISTRATOR may extend the PROJECT COMPLETION DATE and the EXPIRATION DATE upon written approval. GRANTEE must notify the EXECUTIVE ADMINISTRATOR in writing within ten (10) working days prior to the PROJECT COMPLETION DATE or thirty (30) days prior to the EXPIRATION DATE that GRANTEE is requesting an extension to the respective dates.

7. If GRANTEE is a retail public utility as defined in Texas Water Code § 13.002 and GRANTEE provides potable water, then GRANTEE annually must perform and file awater audit computing GRANTEE's most recent annual system water loss with TWDB. The first water audit must be submitted by May 1st following the passage of one year after the effective date of this Agreement and then by May 1st every year thereafter during the term of this Agreement. GRANTEE agrees to comply with 31 TAC § 358.6 relating to water audits.

8. During the Term of this Agreement, GRANTEE must submit an annual audit of the general-purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits must be submitted to TWDB no later than 120 days after the close of GRANTEE's fiscal year.

ARTICLE IV COMPENSATION AND REIMBURSEMENT

1. TWDB agrees to compensate and reimburse GRANTEE in a total amount not to exceed TWDB SHARE OF THE TOTAL PROJECT COST for costs incurred by GRANTEE pursuant to performance of this CONTRACT. GRANTEE will contribute local funds, if applicable, in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COST. TWDB will reimburse GRANTEE for ninety-five percent (95%) of TWDB SHARE OF THE TOTAL PROJECT COST pending GRANTEE's performance, completion of the PROJECT, and written acceptance of said PROJECT by the EXECUTIVE ADMINISTRATOR, at which time TWDB will pay the retained five percent (5%) to GRANTEE.

2. TWDB will deposit the TWDB SHARE OF THE TOTAL PROJECT COST in an approved ESCROW ACCOUNT to be released to GRANTEE's PROJECT ACCOUNT at the direction of the EXECUTIVE ADMINISTRATOR.

3. GRANTEE must submit TWDB Outlay Report forms identifying:

   A. the total amount of expenses incurred by GRANTEE for the period covered by the Outlay Report; and

   B. identification and description of LOCAL SHARE OF THE TOTAL PROJECT COST for the billing period, if applicable, and any applicable federal or other share for the billing period; and

   C. invoices, receipts, or other documentation satisfactory in form and in substance to TWDB sufficient to establish the requested amount as an eligible expense incurred by the GRANTEE.

4. EXECUTIVE ADMINISTRATOR will authorize the release of TWDB SHARE OF THE TOTAL PROJECT COST from the ESCROW ACCOUNT when Outlay Reports have been approved by TWDB.

5. GRANTEE must use grant funds for ELIGIBLE EXPENSES. GRANTEE must return any grant funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of grant funds used for any ineligible or unverified expenses must be credited against verified ELIGIBLE EXPENSES. If the total amount of ELIGIBLE EXPENSES is insufficient to fully offset the amount of improperly

expended grant funds, the GRANTEE must use other funds to fully repay the TWDB. This Section II, Article IV, Item 5 survives the termination or expiration of this Agreement.

6. GRANTEE must submit payment requests and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE.

7. GRANTEE is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of eligible travel expenses authorized and approved by the State of Texas under this CONTRACT.

8. Travel expenses are limited to travel expenses authorized for state employees by the Texas Comptroller of Public Accounts at https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php, as amended or superseded. Receipts required for lodging; as well as copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals.

9. GRANTEE is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 60 days following the EXPIRATION DATE. Failure to submit a timely final payment request may result in closure of the CONTRACT. After closure of the CONTRACT, any SURPLUS FUNDS will be unavailable for reimbursement.

10. GRANTEE must provide a final accounting of funds expended on the PROJECT and return any SURPLUS FUNDS remaining after GRANTEE has submitted a final accounting to the EXECUTIVE ADMINISTRATOR.

ARTICLE V INTELLECTUAL PROPERTY

1. It is agreed that all works developed by GRANTEE and any subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports, drafts of reports, material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate, are the joint property of TWDB and GRANTEE. GRANTEE hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, GRANTEE agrees to convey a co-ownership interest of such works to TWDB after creation and to provide written documentation of such conveyance upon request by TWDB. TWDB and GRANTEE each have full and unrestricted rights to use such works with no compensation obligation.

2. GRANTEE must include terms and conditions in all contracts or other engagement agreements with any subcontractors as are necessary to secure these rights and

protections and must require that subcontractors include similar such terms and conditions in any contracts or other engagements with their subcontractors.

3. To the extent allowed by law, GRANTEE must make all reports, drafts of reports, data, drawings, studies, analyses, models, notes, plans, computer programs and codes, or other work products, whether final or intermediate, available to the regional flood planning group appliable to the PROJECT AREA within a reasonable time after a request from the regional flood planning group.

ARTICLE VI AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent of the GRANTEE and the EXECUTIVE ADMINISTRATOR. This CONTRACT may be terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to GRANTEE. PROJECT schedule dates and deadlines as outlined in Section I, Article I may not be revised without written approval by TWDB and amendment to this CONTRACT. Upon receipt of such termination notice, GRANTEE must, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and cancel all existing orders insofar as such orders are chargeable to this CONTRACT. GRANTEE must submit a statement showing in detail the work performed under this CONTRACT to the date of termination. TWDB will pay GRANTEE that proportion of the prescribed fee which applies to the work that is actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT must be delivered to TWDB.

2. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to GRANTEE at any time. Upon receipt of such order, GRANTEE must discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. The GRANTEE may not resume work under this CONTRACT unless the EXECUTIVE ADMINISTRATOR issues a Restart Order. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

ARTICLE VII SUBCONTRACTS

1. Each Subcontract entered into to perform required work under this CONTRACT must contain the following:

    A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of reimbursable expenses.

    A clause stating the following: “Subcontractor agrees and acknowledges that this subject to all applicable requirements of the master Contract between

Williamson County and the Texas Water Development Board. Subcontractor adopts by reference the requirements of Article VII of the TWDB Contract for this Subcontract."

All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:

1. the Subcontract is subject to audit by the Texas State Auditor's Office, and Subcontractor must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article X, Paragraph 1K;

2. payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article X, Paragraph 1C;

3. ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Subcontractor or GRANTEE will become data, materials and work owned by TWDB and Subcontractor will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V;

4. Subcontractor must keep timely and accurate books and records of accounts according to Generally Accepted Accounting Principles;

5. Subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and

6. Subcontractor is an independent contractor and-TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury or death.

ARTICLE VIII LICENSES, PERMIT, AND INSURANCE

1. For the purpose of this CONTRACT, GRANTEE will be considered an independent contractor (in accordance with Section II, Article X, Paragraph 2D) and therefore solely responsible for liability resulting from negligent acts or omissions. GRANTEE must obtain all necessary insurance that, in the judgment of GRANTEE and consistent with the standard practices of the industry or GRANTEE, is necessary to protect themselves, TWDB, and employees and officials of TWDB from liability arising out of this CONTRACT.

2. GRANTEE is solely and entirely responsible for procuring all appropriate licenses

and permits, which may be required by any competent authority for GRANTEE to perform the subject work.

ARTICLE IX SEVERABILITY

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT which will remain of full force and effect.

ARTICLE X GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

A. **Disaster Recovery Plan.** Upon request of TWDB, GRANTEE must provide descriptions or copies of its business continuity and disaster recovery plans.

B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2260 must be used to attempt to resolve any dispute arising under this CONTRACT.

C. **Excess Obligations Prohibited/No Debt Against the State.** This CONTRACT is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.

D. **False Statements.** If GRANTEE signs its application with a false statement or it is subsequently determined that GRANTEE has violated any of the representations, guarantees, warranties, certifications or affirmations included in its application, GRANTEE will be in default under the CONTRACT and TWDB may terminate or void the CONTRACT.

E. **Force Majeure**. Neither GRANTEE nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

F. **Governing Law and Venue.** This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of

law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

G. **Applicable Laws**. In consideration of the performance of the mutual agreements set forth in this CONTRACT, the GRANTEE, by and through its designated and authorized representatives agrees to implement the PROJECT in compliance with all state and federal laws and regulations that may be applicable; Texas Water Code, Chapter 15, Subchapters F and I; 31 Texas Administrative Code Chapter 355; and TWDB Guidance.

H. **Remedies.** TWDB has all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.

I. **Indemnification.** TO THE EXTENT ALLOWED BY LAW, GRANTEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

J. **Public Information Act.** GRANTEE understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, GRANTEE is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

K. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a subcontract under the CONTRACT The

acceptance of funds directly under the CONTRACT or indirectly through a subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

L. **National Flood Insurance Program.** The appropriate entities within the PROJECT AREA must currently enforce and continue to enforce floodplain management standards at least equivalent to National Flood Insurance Program minimum standards and may exceed the National Flood Insurance Program minimum standards.

M. **Investment and Collateralization of Public Funds.** Grant proceeds are public funds and, as such, these proceeds must be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

2. STANDARDS OF PERFORMANCE

A. **Personnel.** GRANTEE must assign only qualified personnel to perform the services required under this CONTRACT. GRANTEE is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.

B. **Professional Standards.** GRANTEE must provide the services and deliverables in accordance with applicable professional standards. GRANTEE represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.

C. **Procurement Laws**. GRANTEE must engage in competitive procurements for work on the Project. All purchases for goods, services, or commodities made with funds provided under this CONTRACT must comply with State and local procurement and contracting laws.

D. **Party Relationship**. Both the GRANTEE and TWDB, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one

party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

E. **Proprietary and Confidential Information.** GRANTEE warrants and represents that any information that is proprietary or confidential and is received by GRANTEE from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.

F. **Contract Administration.** TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and GRANTEE. TWDB's project manager will supervise TWDB's review of GRANTEE's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.

G. **Nepotism.** GRANTEE must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of GRANTEE's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

H. **Open Meetings.** GRANTEE must comply with Texas Government Code Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law.

3. AFFIRMATIONS AND CERTIFICATIONS

A. **Antitrust Affirmation.** GRANTEE represents and warrants that, in accordance with Texas Government Code § 2155.005, neither GRANTEE nor any firm, corporation, partnership, or institution represented by GRANTEE, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business & Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of the proposal resulting in this CONTRACT to any competitor or any other person engaged in the same line of business as GRANTEE.

B. **Child Support Obligation Affirmation.** Under Texas Family Code § 231.006, GRANTEE certifies that the individual or business entity named in this

CONTRACT is not ineligible to receive the specified grant, loan or payment, and acknowledges that this CONTRACT may be terminated and payment may be withheld if this certification is inaccurate.

C. **Dealings With Public Servants.** Pursuant to Texas Government Code § 2155.003, GRANTEE represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.

D. **Debts and Delinquencies Affirmation.** GRANTEE agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas.

E. **E-Verify Program.** GRANTEE certifies that for contracts for services, GRANTEE will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the CONTRACT to determine the eligibility of: (1) all persons employed by GRANTEE to perform duties within Texas; and (2) all persons, including Subcontractors, assigned by GRANTEE to perform work pursuant to the CONTRACT within the United States of America.

F. **Entities that Boycott Israel.** Pursuant to Texas Government Code § 2270.002, GRANTEE certifies that either (1) it meets one of the exemption criteria under §2270.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the CONTRACT resulting from this solicitation. GRANTEE must state any facts that make it exempt from the boycott certification.

G. **Excluded Parties.** GRANTEE certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

H. **Executive Head of a State Agency Affirmation.** In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, GRANTEE certifies that it is not: (1) the executive head of TWDB; (2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or (3) a person who employs a current or former executive head of TWDB.

If § 669.003 applies, the GRANTEE must provide the following information:

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Respondent:_____
Date of Employment with Respondent: _____

I. **Financial Participation Prohibited.** Pursuant to Texas Government Code § 2155.004(a), GRANTEE certifies that neither GRANTEE nor any person or entity represented by GRANTEE has received compensation from TWDB or any agency of the State of Texas for participation in the preparation of the specifications or solicitation on which this CONTRACT is based. Under Texas Government Code § 2155.004(b), GRANTEE certifies that the individual or business entity named in this CONTRACT is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.

J. **Foreign Terrorist Organizations.** GRANTEE represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

K. **Human Trafficking Prohibition**. Under Texas Government Code § 2155.0061, GRANTEE certifies that the GRANTEE is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.

L. **Lobbying Prohibition.** GRANTEE represents and warrants that TWDB's payments to GRANTEE and GRANTEE's receipt of appropriated or other funds under the CONTRACT are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.

M. **No Conflict of Interest.** GRANTEE represents and warrants that the provision of goods and services or other performance under this CONTRACT will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. GRANTEE also represents and warrants that, during the term of this CONTRACT, GRANTEE will immediately notify TWDB, in writing, of any existing or potential conflict of interest relative to the performance of the CONTRACT.

N. **Prior Disaster Relief Declaration.** Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Texas Government Code §418.004, occurring after September 24, 2005. Under Texas Government Code §§ 2155.006 and 2261.053, GRANTEE certifies that the individual or business entitynamed in this CONTRACT is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated and payment withheld if this certification is inaccurate.

O. **Suspension and Debarment.** GRANTEE certifies that it and its principals are

not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

ARTICLE XI CORRESPONDENCE

All correspondence between the parties must be made to the following addresses:

For **TWDB**:

Contract Issues:
Texas Water Development Board
Attention: Flood Planning
P.O. Box 13231
Austin, Texas 78711-3231
Email: floodplanning@twdb.texas.gov

Payment Request Submission:
Texas Water Development Board
Attention: Outlays and Escrows
P.O. Box 13231
Austin, Texas 78711-3231
Email: outlays@twdb.texas.gov

Physical Address:
Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For the **GRANTEE:**

Contract Issues:
David Zwernemann
Williamson County Engineer's Office
3151 SE Inner Loop
Georgetown, TX 78626
dzwernemann@wilco.org

Payment Request Submission:
Tomika Lynce
Williamson County Auditor's Office
710 S. Main Street, Suite 301
Georgetown, TX 78626
tomika.lynce@wilco.org

Physical Address:
Williamson County Courthouse
405 Martin Luther King St
Georgetown, TX 78626-4901

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

WILLIAMSON COUNTY

By:_____
Name: Bill Gravell Jr.
Title: County Judge

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By:_____
Name: Jeff Walker
Title: Executive Administrator
Date: _____

EXHIBIT A

The project area includes the following HUC-10 basins:

- Full HUC-10 basins:
  - 1207020305: Stillhouse Hollow Lake-Lampasas River
  - 1207020304: Salado Creek
  - 1207020501: North Fork San Gabriel River
  - 1207020502: South Fork San Gabriel River
  - 1207020503: Berry Creek
  - 1207010201: Middle Yegua Creek

- Partial HUC-10 basins:
  - 1207020505: Granger Lake-San Gabriel River
  - 1207020504: Turkey Creek-Brushy Creek
  - 1207020401: Upper Little River

Project Service Area

The proposed Project area includes nine HUC-10 watersheds in Williamson County and portions of Burnet, Lampasas, Bell, Milam, Lee and Bastrop Counties. Six are full HUC-10 watersheds and three are partial HUC-10 watersheds.

Detailed hydraulic analysis is proposed throughout Williamson County to identify where flood risk is greatest and to evaluate structural and non-structural mitigation strategies. Beyond the limits of Williamson County, available leverage data will be used to: conduct hydrology to evaluate the impacts (peak flow and volumes) of Atlas 14 rainfall; assess potential upstream or downstream adverse impacts of mitigation strategies; identify opportunities for regional detention; and evaluate watershed-wide floodplain management strategies and regulations.

a. Identification of Watersheds

The proposed Williamson County Atlas 14 Floodplain Mapping project includes planning and hydrologic analysis of nine HUC-10 watersheds in accordance with the Category 1 requirement to "conduct planning of entire watersheds no smaller than Hydrologic Unit Code 10-digit (HUC-10)". As presented in Table 1 below, these HUC-10 watersheds fall within three major drainage basins including the Salado Creek basin in the north, the San Gabriel basin in the central portion of the county, and the Brushy Creek basin in the south.

Hydraulic updates shall be performed on 925 detailed study streammiles.
New hydraulicanalysis shall be performed on 625 detailed study stream miles and 1,350 limited detail study stream miles.

Table 1. Study Watersheds

Basin / HUC-10 Watershed Number	HUC-10 Watershed Name
Salado Creek Basin	
1207020305	*Stillhouse Hollow Lake-Lampasas River*
1207020304	*Salado Creek*
1207020401	*Upper Little River*
San Gabriel Basin	
1207020501	*North Fork San Gabriel River*
1207020502	*South Fork San Gabriel River*
1207020503	*Berry Creek*
1207020505	*Granger Lake-San Gabriel River*
Brushy Creek Basin	
1207020504	*Turkey Creek-Brushy Creek*
1207010201	*Middle Yegua Creek*

b. Map of Watersheds

Beyond the limits of Williamson County, the Brazos River Authority Flood Protection Study hydrologic models will be leveraged, to conduct an updated Atlas 14 hydrologic analysis of each HUC-10-watershed listed in Table 1 to a hydrologic confluence near the Milam County boundary.

Milam County will conduct hydrologic analysis within their jurisdiction. The Texas Water Development Board Lampasas Base Level Engineering study will be leveraged to complete the assessment of Williamson County in the Stillhouse Hollow Lake-Lampasas River (#1207020305) HUC-10 watershed. These watersheds are displayed below in Figure 1.

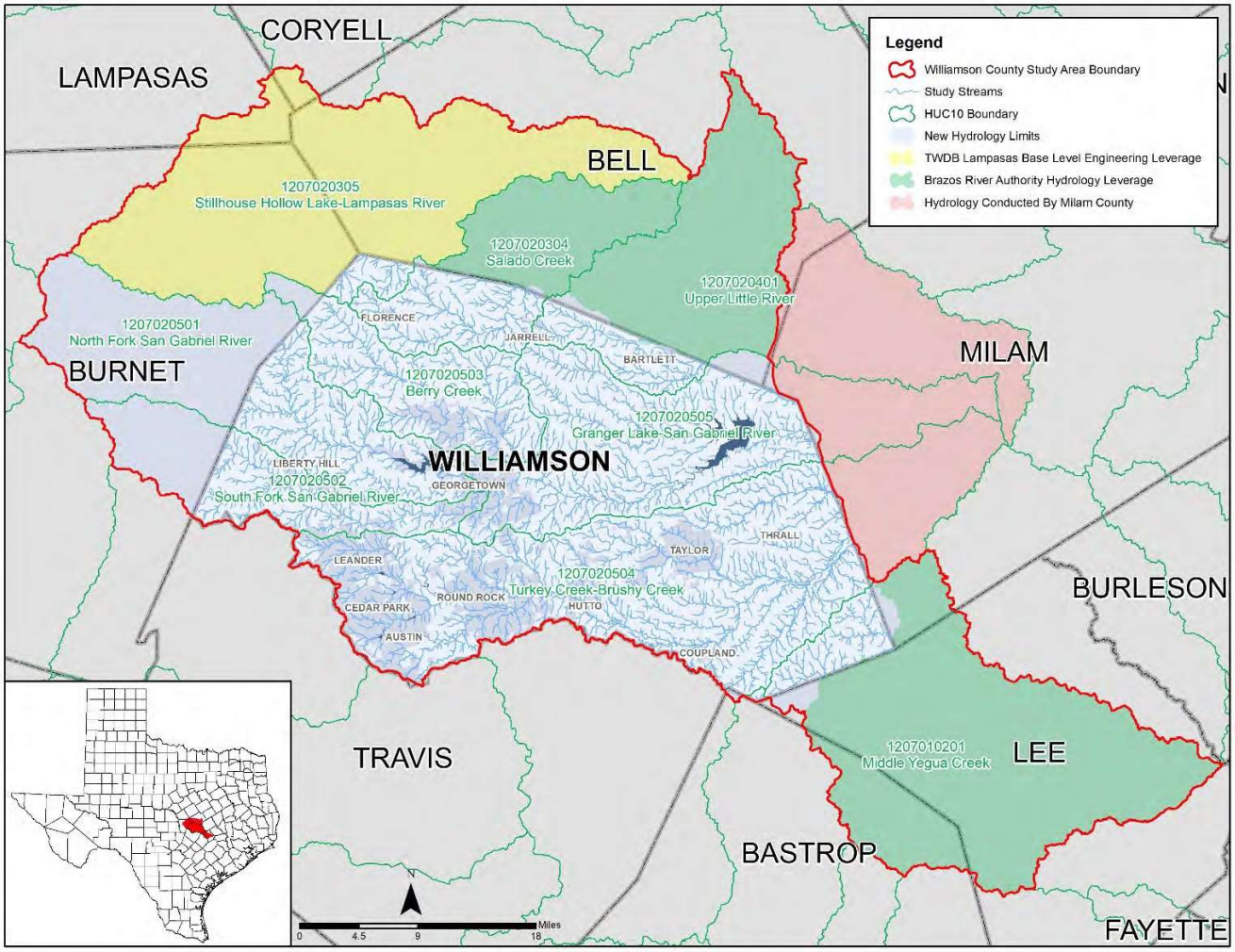


Figure 1. Study Watersheds

Exhibit A Pages 4 of 7 – 7 of 7
Intentionally Omitted

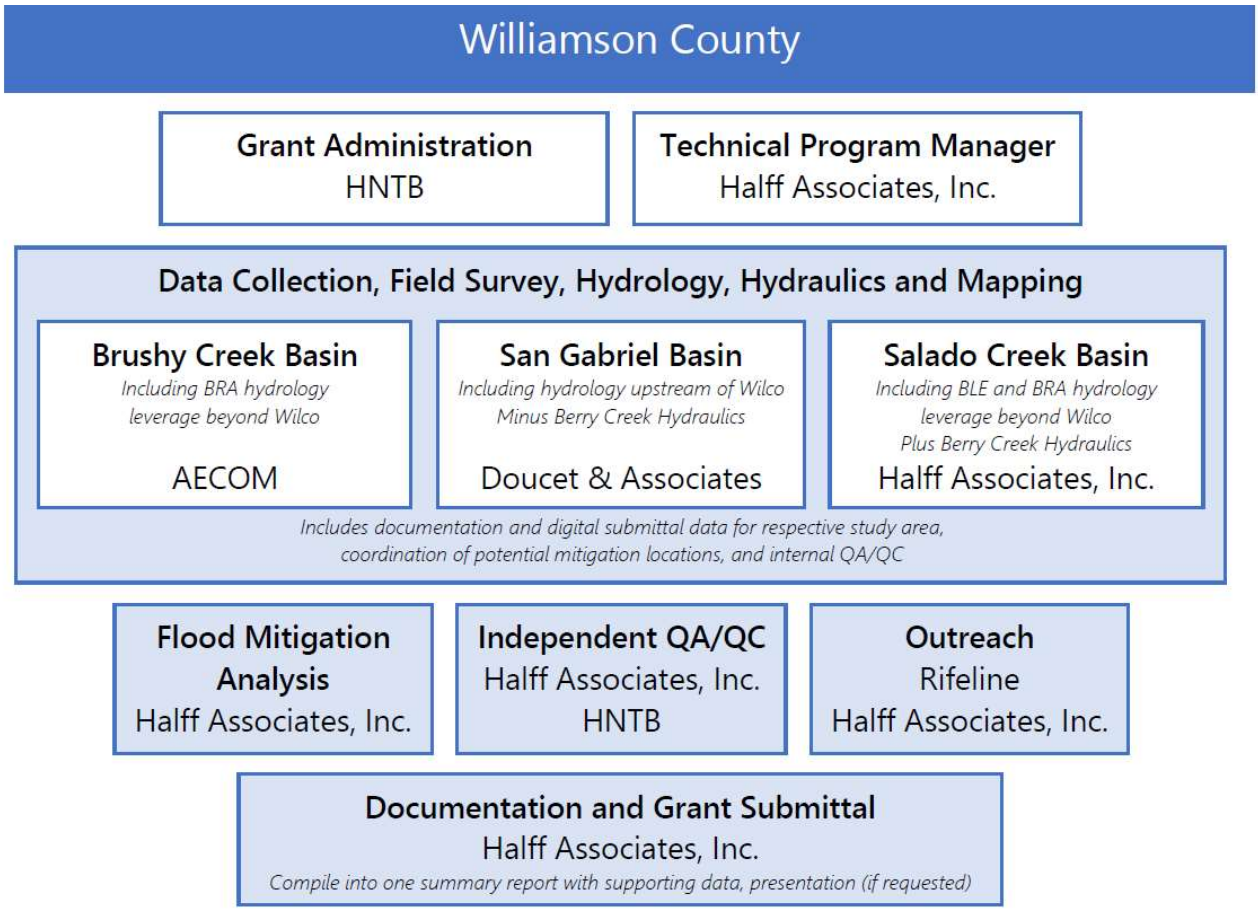
EXHIBIT B

SCOPE OF WORK

Detailed Scope of Work

a. Project Organization

Williamson County (County) is the overall project owner and manager of the project. The County will utilize HNTB as an extension of their staff to manage and administer the grant. The County and HNTB will designate Halff Associates, Inc. as the Technical Program Manager (TPM). To ensure a consistent product, the TPM will provide technical guidance and establish technical standards for terrain, field survey and hydrologic & hydraulic modeling methodologies. The organizational chart below provides an overview of the proposed Williamson County Atlas 14 Floodplain Management project implantation.



b. Watershed Flood Protection Needs

The proposed planning of the Williamson County Atlas 14 Floodplain Mapping project will enhance the County's Hazard Mitigation Plan and Interjurisdictional Community Flood Protection Plan by establishing a modernized standard to access flood risk. This new standard will ensure the technical data is: consistent (one topographic source, uniform methodology utilizing best available science such as the latest LiDAR, land cover data, NOAA Atlas 14 rainfall data, etc.), and defendable (validated with historical data) throughout the watersheds that drain across the County. The project ultimate goals are to identify, quantify and communicate flood risks, as well as, establish regional strategies to promote a flood resilient Williamson County. Given the scale of the planning area, flood mitigation alternatives will be assessed based on risk and need to minimize the public's vulnerabilityto flooding and preserve equity across the County. Potential projects will also be evaluated for a range of storm frequencies to ensure no adverse impacts to downstream and adjacent properties. To ensure communication and transparency, the project will include a series of stakeholder meetings as well as public meetings to gather input throughout the duration of the project.

c. Scope of Work

1) Project Management/Coordination

This effort includes both internal project management as well as coordination with Williamson County and other participating stakeholders. Specific tasks include:

a) Perform general project management activities including task leadership, progress reporting, QA/QC management, and invoicing.

b) Plan and facilitate six (6) coordination meetings with project stakeholders (Williamson County, TWDB, local, and state partners) throughout the duration of the project.

c) Plan and facilitate three (3) public meetings including a project kickoff, a flood risk review meeting at the conclusion of the modeling and mapping tasks, and a mitigation meeting at the conclusion of the mitigation analysis task.

2) Data Collection

This effort includes a variety of tasks aimed at gathering information relevant to the modeling and planning process. Specific tasks include:

a) Terrain Development – Obtain the most current LiDAR (2015 & 2017) information and develop seamless Digital Elevation Models (DEMs) for modeling and mapping tasks.

b) General Collection – Compile available GIS datasets, current land use maps, soil maps, cultural resource maps and materials, environmental resource maps and materials, digital orthophotography, prior planning studies (including Letters of Map Revision), and other information relevant to the Williamson County watersheds. Where appropriate, incorporate planning studies and survey data from other participating stakeholders.

c) Historical Information – Obtain historical gage data from the USGS, NWS, UBCWCID, and BRA. Where available, obtain historical flood records such as high-water marks, flood extents, and photos.

d) Field Survey – Obtain field survey of dams, bridges/culverts, and channel cross-sections as necessary for new detailed study reaches consistent with FEMA standards. Field survey shall be obtained using a Texas State Plane coordinate system (US foot), NAD 83, 2011 adjustment and

horizontal datum, NAVD 88 vertical datum, and geoid consistent with the LiDAR controls. Existing detail study data will be leveraged to optimize survey efforts.

e) Field Reconnaissance – Conduct field reconnaissance of the approximate study streams within Williamson County at roadway crossing within the public right-of-way. Site visits will consist of gathering field measurements, structure dimensions, site conditions, photos, and a field sketch.

3) Hydrologic Analysis

This effort includes updating prior planning studies and developing new hydrologic analysis to reflect current conditions in the County. Detailed hydrology will be conducted within 1,380 square miles in Williamson County supplemented with leverage hydrology totaling 1,110 square miles beyond the County boundary. Milam County will be conducting hydrology on 320 square miles to complete hydrologic analysis on the remainder of the HUC-10 watersheds. Williamson County hydrologic analysis shall include evaluation of the existing condition 2-, 10-, 25-, 50-, 100-, and 500-year frequency events using the latest version of HEC-HMS. Specific tasks include:

a) Update of Prior Studies – Update prior hydrologic analysis using Atlas 14 rainfall data, current LiDAR, and land use conditions.
   i) Revise drainage area boundaries based on new terrain information and sub-divide basins where appropriate for analysis of study streams.
   ii) Convert the prior hydrologic models to the latest version of HEC-HMS.
   iii) Update hydrologic loss parameters, hydrograph transform, and timing parameters to achieve consistent results with the prior studies.
   iv) Update storage tables, routing curves, and compute revised discharges. The Modified-Puls storage-discharge relationships will be based off the updated hydraulic models in Task 4.

b) Conduct New Analysis – Consistent with the analysis and updates noted above, conduct new hydrologic analysis using Atlas 14 rainfall data, current LiDAR, and land use conditions.

c) Model Calibration / Validation – Verify modeling results using historical events, gage statistics, prior studies, and/or adjacent watershed studies. Two historical events will be evaluated for comparison of runoff along detailed study reaches with gage information.

4) Hydraulic Analysis and Mapping

This effort includes updating prior studies and developing new hydraulic analysis to reflect current conditions in the County. Hydraulic analysis shall include evaluation of the existing land use condition 2-, 10-, 25-, 50-, 100-, and 500-year frequency events using the latest version of HEC-RAS. All hydraulic analysis will include one-dimensional (1D), steady-state modeling. Specific tasks include:

a) Update of Prior Studies – Update prior hydraulic analysis using Atlas 14 rainfall discharge, current LiDAR, and land use conditions. Hydraulic updates shall be performed on 925 detailed study stream miles.
   i) Extend and adjust hydraulic cross-section alignment where appropriate for analysis of study streams and incorporation of Atlas 14 rainfall data.
   ii) Convert the prior hydraulic models to the latest version of HEC-RAS.
   iii) Update hydraulic parameters such as bank station placement, Manning's roughness coefficients, ineffective and blocked flow areas to achieve consistent results with the prior studies.

iv) Incorporate structure data using field survey and field measurements as appropriate.
v) Compute revised water surface elevation profiles using peak frequency discharges computed in Task 3.

b) Conduct New Analysis – Consistent with the analysis and updates noted above, conduct new hydraulic analysis using Atlas 14 discharges, current LiDAR, and land use conditions. New hydraulic analysis shall be performed on 625 detailed study stream miles and 1,350 limited detail study stream miles.

c) Model Calibration / Validation – Verify modeling results using historical events, gage elevations, and/or prior studies. Two historical events will be evaluated for comparison of high-water marks and flood extents along detailed study reaches with historical records.

d) Floodplain Mapping and Depth Grids – Generate floodplain mapping, water surface elevation and depth grids for the existing condition 100-year and 500-year frequency events along detailed study reaches. Generate floodplain mapping, water surface elevation and depth grids for the existing condition 100-year frequency event along limited detail study reaches.

5) Conceptual Flood Mitigation Analysis

This effort includes identification and evaluation of areas susceptible to flooding as evidenced by the updated flood risk information developed in Tasks 3 and 4. Evaluate up to six (6) conceptual flood mitigation alternatives to reduce identified flooding impacts. Specific tasks include:

a) Mitigation Measures – Consider independent and combined structural alternatives (such as detention, channel improvements, and crossing improvements) and non-structural alternatives (such as regulations, property buyouts, and structure elevations). Flood mitigation alternatives will be evaluated based upon the technical feasibility, resulting risk reduction benefits, cost effectiveness, and the viability that the proposed alternative can be implemented.

b) Mitigation Analysis – Develop hydrologic and hydraulic modeling to support each of the six (6) conceptual alternatives. The mitigation analysis will seek a 100-year level of service; however, a lower level of service may be provided where the 100-year solution is cost-prohibitive. Results of the modeling and associated flood risk information will be utilized to quantify project benefits.

c) Cost Estimates – Develop conceptual probable cost estimates (including probable construction and materials, installation, permitting, and engineering estimates) for the six (6) conceptual alternatives being analyzed. Typically, TxDOT unit costs are used for alternative cost estimates. A cost contingency will be applied to represent the uncertainty in the cost estimate at this level of analysis.

d) Benefit Cost Analysis – Perform a simplified Benefit Cost Analysis (BCA) to evaluate the existing damages as well as the value of the proposed benefits of the recommended solution. This simplified BCA analysis provides a comparison of the existing condition hydrology and hydraulic data compared to the proposed condition hydrology and hydraulic data. This data, combined with specific data regarding people, property, and infrastructure at risk, results in an estimated savings (avoided damages) from implementation of the recommended solution.

When possible and as applicable, evaluations of flood mitigation projects should be consistent with "Technical Guidelines for Regional Flood Planning," Exhibit C to Regional Flood Planning Grant Contracts, which can be found at: https://www.twdb.texas.gov/flood/planning/planningdocu/2023/index.asp"

Each feasible flood mitigation alternatives evaluated must identify and compare cost and benefits of projects. Quantification of cost will include engineering, permitting, easement and/or property acquisition, capital cost, operation and maintenance, and other costs as applicable. Quantification of benefit of the project will include the following items, as applicable:

1. Number of structures with reduced 100-year (1% annual chance) flood risk.
2. Number of structures removed from 100-year (1% annual chance) flood risk.
3. Number of structures removed from 500-year (0.2% annual chance) flood risk.
4. Residential structures removed from 100-year (1% annual chance) flood risk.
5. Estimated Population removed from 100-year (1% annual chance) flood risk.
6. Critical facilities removed from 100-year (1% annual chance) flood risk (#).
7. Number of low water crossings removed from 100-year (1% annual chance) flood risk (#).
8. Estimated reduction in road closure occurrences.
9. Estimated length of roads removed from 100-year flood risk (miles).
10. Estimated farm & ranch land removed from 100-year flood risk (acres). Estimated farm & ranch land at 100-year flood risk (acres) should only include farm and ranch land that are negatively impacted by flooding events and should not include land that benefits from floodplains for example rice fields.
11. Estimated reduction in fatalities (if available).
12. Estimated reduction in injuries (if available).
13. Pre-Project Level-of-Service
14. Post-Project Level-of-Service
15. Cost/ Structure removed
16. Percent Nature-based Solution (by cost)
17. Negative Impact (Y/N)
18. Negative Impact Mitigation (Y/N)
19. Social Vulnerability Index (SVI)
20. Water Supply Benefit (Y/N)
21. Traffic Count for Low Water Crossings

The recommended solutions must be permittable, constructable and implementable.

The recommended flood risk reduction solutions must have no negative effect on neighboring areas as identified in Texas Water Code and Texas Administrative Code. Recommended flood risk reduction solutions including flood mitigation projects must meet the definition and requirements regarding no negative effect identified in Exhibit C, Technical Guidelines for Regional Flood Planning, which can be found at: https://www.twdb.texas.gov/flood/planning/planningdocu/2023/index.asp. The flood mitigation projects identified from this FIF CAT 1 study will must comply with 'no negative effect' in order to be included in the flood plans.

6) Quality Assurance / Quality Control

This effort includes a multi-level approach to ensure all project goals are met, critical/technical issues are addressed, and high-quality products are delivered in a timely fashion. Independent QA/QC will be conducted in offices other than where production work is performed.

7) Documentation and Deliverables

This effort includes preparation of a Flood Protection Planning report that provides a thorough explanation of all procedures, assumptions, special considerations, comparisons, checkpoints, independent QA/QC, and planning results. Specific tasks include:

a) Documentation – Prepare report documenting the study approach, data collection, field survey and reconnaissance, hydrologic analysis, hydraulic analysis, modeling results, mitigation analysis and mitigation recommendations including conceptual estimates of probable cost, and benefit-cost analysis.

b) Digital Deliverables – Prepare supporting information including computation spreadsheets, hydrologic models, hydraulic models, and supporting geospatial data. A digital copy of the report will also be provided.

EXHIBIT C

TASK AND EXPENSE BUDGETS

TASK BUDGET

LABOR TASK	TOTAL
1. GENERAL MANAGEMENT	
a. Communication	$ 127,813
b. Monthly Progress Report, Invoices, and Billings (31 months)	$ 76,342
c. Project Coordination & Administration	$ 295,318
d. Progress/Coordination Meetings (106 Meetings)	$ 133,631
TASK TOTAL:	**$ 633,105**
2. DATA COLLECTION	
a. Terrain, Survey & Field Measurements	$ 1,615,467
b. General Collection	$ 54,397
c. Historical Information	$ 20,635
TASK TOTAL:	**$ 1,690,499**
3. HYDROLOGIC ANALYSIS	
a. Update Prior Studies	$ 271,358
b. Conduct New Analysis	$ 795,667
c. Incorporate Leverage Hydrology	$ 208,494
e. Model Calibration / Validation	$ 117,436
f. Internal QA/QC	$ 116,116
TASK TOTAL:	**$ 1,509,071**
4. HYDRAULIC ANALYSIS & MAPPING	
a. Update Prior Studies	$ 938,933
b. Conduct New Analysis	$ 2,634,347
d. Model Calibration / Validation	$ 140,585
e. Floodplain Mapping and Depth Grids	$ 367,460
f. Internal QA/QC	$ 286,163
TASK TOTAL:	**$ 4,367,488**
5. CONCEPTUAL FLOOD MITIGATION ANALYSIS	
a. Mitigation Sensitivity	$ 343,397
TASK TOTAL:	**$ 343,397**
6. INDEPENDENT QA/QC	
a. Meetings	$ 11,616
b. Independent Review	$ 704,831
TASK TOTAL:	**$ 704,831**
7. DOCUMENTATION	
a. Documentation	$ 26,794
b. Digital Deliverables	$ 24,000
TASK TOTAL:	**$ 50,794**
TOTAL PROJECT COST:	**$9,299,185**

EXPENSE BUDGET

CATEGORY	AMOUNT
Salaries & Wages[1]	$0.00
Fringe[2]	$0.00
Travel[3]	$0.00
Other Expenses[4]	$0.00
Subcontract Services	$9,299,185
Overhead[5]	$0.00
Profit	$0.00
TOTAL	**$9,299,185**

[1] Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to this CONTRACT.
[2] Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.
[3] Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2017, Article IX, Part 5, as amended or superseded
[4] Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.
[5] Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this CONTRACT.

EXHIBIT D

GUIDELINES FOR AUTHORS SUBMITTING CONTRACT REPORTS TO THE TEXAS WATER DEVELOPMENT BOARD

1.0 Introduction

The purpose of this document is to describe the required format of contract reports submitted to the Texas Water Development Board (TWDB). Our reason for standardizing the format of contract reports is to provide our customers a consistent, and therefore familiar, format for contract reports (which we post online for public access). Another reason for standardizing the format is so that we can more easily turn a contract report into a TWDB numbered report if we so choose. Remember that your report will not only be seen by TWDB staff, but also by any person interested in the results of your study. A professional and high-quality report will reflect well on you, your employer, and the TWDB.

Available upon request, we will provide a Microsoft Word template (used to write these instructions) that gives the fonts, spacing, and other specifications for the headings and text of the report. Please follow this template as closely as possible.

2.0 Formatting your report

The TWDB format is designed for simplicity. For example, we use Times New Roman for all text. We use 12 point, single-spaced text, left justification for paragraph text, 18 point bold for first-level headings, and 14 point bold for second-level headings. Page numbers are centered at the bottom of the page. Other than page numbers, please refrain from adding content to the document header or footer. Page setup should use one-inch margins on all four sides.

2.1 Text

The best way to format your document is to use the styles described and embedded in the template document (Authors_Template.dot) that is available on request from the TWDB. To use the Authors_Template.dot file, open it in Word (make sure *.dot is listed under Files of type) and save it as a .doc file. Advanced users can add the .dot file to their computers as a template.
Make sure the formatting bar is on the desktop (to open, go to View→Toolbars→Formatting) or, to view all of the formatting at once, go to Format→Styles and Formatting and select Available Styles from the dropdown box at the bottom of the window. The formatting in the template document provides styles (such as font type, spacing, and indents) for each piece of your report. Each style is named to describe what it should be used for (for example, style names include Chapter Title, Body Text, Heading 1, References, and Figure or Table Caption). As you add to your report, use the dropdown list on the Formatting Toolbar or the list in the Styles and Formatting window to adjust the text to the correct style. The Authors_Template.dot file shows and lists the specifications for each style.

2.1.1 Title

Give your report a title that gives the reader an idea of the topic of your report but is not terribly long. In addition to the general subject (for example, “Droughts”), you may include a few additional words to describe a place, methodology, or other detail focused on throughout the paper (for

example, “Droughts in the High Plains of Texas” or “Evaluating the effects of drought using groundwater flow modeling”). Please capitalize only the first letter of each word except ‘minor’ words such as ‘and’ and ‘of’. Never use all caps. Use headings to help the reader follow you through the main sections of your report and to make it easier for readers to skim through your report to find sections that might be the most interesting or useful to them. The text of the report should include an executive summary and sections outlined in 4.4 of Attachment 1. Headings for up to five levels of subdivision are provided in the template; however, we suggest not using more than three or four levels of subdivision except where absolutely necessary. Please avoid stacked headings (for example, a Heading 1 followed immediately by a Heading 2) and capitalize only the first letter of headings or words where appropriate—never use all caps.

2.2 Figures and photographs

To publish professional-looking graphics, **we need all originals to be saved at 300 dots-per-inch** (dpi) and in grayscale, if possible, or in the CMYK color format if color is necessary. Excessive use of color, especially color graphics that do not also work in grayscale, will prevent us from publishing your report as a TWDB numbered report (color reproduction costs can be prohibitive). Preferred file formats for your original graphics are Adobe Illustrator (.ai), Photoshop (.psd), EPS with .tiff preview, .jpg, .png, or .tiff files. Refrain from using low resolution .jpg or .gif files. Internet images at 72 dpi are unacceptable for use in reports. All graphics shall be submitted in two forms:

1. Inserted into the Microsoft Word document before you submit your report. Ideally, inserted graphics should be centered on the page. Format the picture to downsize to 6 inches wide if necessary. Please do not upsize a graphic in Word.
2. Saved in one of the formats listed above.

2.2.1 Other graphics specifications

It is easiest to design your figures separately and add them in after the text of your report is complete. Graphics should remain within the 1-inch page margins of the template (6 inches maximum graphic width). Be sure that the graphics (as well as tables) are numbered in the same order that they are mentioned in the text. Figures should appear embedded in the report after being called out in the text. Also, remember to include a caption for each graphic in Word, not as part of the graphic. We are not able to edit or format figure captions that are part of the figure. For figures and photographs, the caption should appear below the graphic. For tables, the caption should appear above.

2.2.2 Creating publication-quality graphics

When designing a graphic, make sure that the graphic (1) emphasizes the important information and does not show unnecessary data, lines, or labels; (2) includes the needed support material for the reader to understand what you are showing; and (3) is readable (see Figures 1 and 2 for examples). Edward R. Tufte’s books on presenting information (Tufte, 1983; 1990; 1997) are great references on good graphic design. Cole Nussbaumer Knaflic’s website *Storytelling With Data* also provides freely accessible resources for designing infographics and data visualizations (http://www.storytellingwithdata.com/blog). Figures 1 through 3 are examples of properly formatted, easy to understand graphics. Do not include fonts that are less than 6 points.

For good-looking graphics, the resolution needs to be high enough to provide a clear image at the size you make them within the report. In general, 300 dpi will make a clear image and is the minimum resolution for all situations. Try to create your figures at the same size they will be in the report, as resizing them in Word greatly reduces image quality. Photographs taken with at least a two-megapixel camera (if using digital) and with good contrast will make the best images. Save the original, and then adjust color levels and size in a renamed image copy. Print a draft copy of your report to double-check that your figures and photographs have clear lines and show all the features that you want them to have.

Figures and photographs should be in grayscale. Color greatly adds to the cost of printing, so we are trying to keep it to a minimum. Also remember that your report may be photocopied, scanned, or downloaded and printed in black and white. For this reason, you should use symbols or patterns, or make sure that colors print as different shades in black and white. All interval or ratio data (data measuring continuous phenomena, with each color representing an equal interval) need to be displayed in a graded scale of a single color (Figure 3). This way your figures will be useful even as a photocopy.

If you need help with your graphics or have questions, please contact the TWDB graphics department at (512)936-0129.

2.2.3 Use of Figures, Graphics, and Photographs

Figures, photographs, and tables need to be your own unless you have written permission from the creator, publisher, or copyright holder that allows us to reprint them (we will need a copy of this permission for copyrighted material our records). All figures and photographs must cite the source in the legend, and include whether the material is in the public domain, used under a Creative Commons License (https://creativecommons.org/licenses/), or used with permission of the copyright holder. Use caution when using any figures or photographs taken off the Internet or from newspapers or magazines—these sources may be subject to copyright and must be cited properly and/or used by permission.

2.3 Tables

Tables should be created in Microsoft Word (see Table 1). Tables should include a minimal amount of outlining or bold font to emphasize headings, totals, or other important points. Tables should be numbered separately from figures, and captions should appear above the text of the table.

Table 1: A sample table. Note caption above table.

			Table text heading*					
Table text	1940	1950	1960	1970	1980	1990	2000	%GW
Table text	15	441	340	926	196	522	83	97.4
Table text	64	944	626	173	356	171	516	99.9
Total	79	1385	966	1099	552	693	599	

* A footnote should look like this using 10 point Cambria.
%GW = percent groundwater
Be sure to describe any abbreviations or symbols, and, unlike in this table, be sure to note the units!

3.0 Units

Measurements should be in English units. Metric units may be included in parentheses after the English units.

4.0 Citations and references

It is important to give credit for all external sources referenced in your report. Therefore, be sure to use the appropriate citations and include references in your paper.

4.1 In-text citations

Each piece of information you use in your report that comes from an outside source must be cited within the text using the author's last name and the year of publication. If there are two authors, list the last name of each followed by the year, and if there are more than two authors, list the last name of the first author followed by "and others" and the year. For example: "the end of the Jurassic Period occurred approximately 145.5 million years ago (Gradstein and others, 2004)."

4.2 References

All sources that are cited within the report should be listed at the end of the paper under the heading References. The references should follow the guidelines in "Suggestions to Authors of the Reports of the United States Geological Survey" (Hansen, 1991). These are available online at https://pubs.usgs.gov/unnumbered/7000088 (a link to the chapter "Preparing references for Survey reports," p. 234-241, is found at https://pubs.usgs.gov/unnumbered/7000088/sta28.pdf). Several examples of complete reference citations are listed at the end of these guidelines. Be sure that any citations that appear in tables or figures are included in the reference list. Also, before submitting the report, please check that all the citations in the report are included in the reference list and all references in the reference list are cited in the report.

5.0 Submitting your report

Before you submit your report, proofread it. Look for spelling and grammatical errors. Also, check to see that you have structured the headings, paragraphs, and sentences in your paper so that it is easy to follow and understand (imagine you are a reader who does not already know the information you are presenting).

6.0 Conclusions

Following the instructions above and providing accurate and readable text, tables, figures, and citations will help to make your report useful to readers. Scientists may read your report, as well as water planners, utility providers, and interested citizens. If your report successfully conveys accurate scientific information and explanations to these readers, we can help to create more informed decisions about the use, development, and management of water in the state.

7.0 Acknowledgments

Be sure to acknowledge the people and entities that assisted you in your study and report. For example:

We would like to thank the Keck Geology Consortium, the American Society of Civil Engineers, and the Texas Bar CLE for providing examples to use in developing these guidelines. In addition, we

appreciate Mike Parcher for providing information on how to create publication-quality graphics, Shirley Wade for creating the data used in sample Figure 1, and Ian Jones for providing sample Figure 3.

8.0 References

Gradstein, F.M., J.G. Ogg, and A.G. Smith, eds., 2005, A geologic time scale 2004: Cambridge, Cambridge University Press, 610 p.

Hansen, W.R., ed., 1991, Suggestions to authors of the reports of the United States Geological Survey (7th ed.): Washington, D.C., U.S. Government Printing Office, 289 p.

Tufte, E. R., 1983, The visual display of quantitative information: Cheshire, C.T., Graphics Press, 197 p.

Tufte, E. R., 1990, Envisioning information: Cheshire, C.T., Graphics Press, 126 p.

Tufte, E. R., 1997, Visual explanations: Cheshire, C.T., Graphics Press, 156 p.

9.0 Examples of references

Arroyo, J. A., and Mullican, III, W. F., 2004, Desalination: *in* Mace, R. E., Angle, E. S., and Mullican, W. F., III, editors, Aquifers of the Edwards Plateau: Texas Water Development Board Report 360, p. 293-302.

Bates, R. L., and Jackson, J. A., 1984, Dictionary of geological terms: Anchor Press/Doubleday, Garden City, New York, 571 p.

Blandford, T. N., Blazer, D. J., Calhoun, K. C., Dutton, A. R., Naing, T., Reedy, R. C., and Scanlon, B. R., 2003, Groundwater availability of the southern Ogallala aquifer in Texas and New Mexico–Numerical simulations through 2050: contract report by Daniel B. Stephens and Associates, Inc., and the Bureau of Economic Geology, The University of Texas at Austin to the Texas Water Development Board, variably paginated.

Fenneman, N. M., 1931, Physiography of Western United States (1st edition): New York, McGraw-Hill, 534 p.

Hubert, M., 1999, Senate Bill 1–The first big bold step toward meeting Texas's future water needs: Texas Tech Law Review, v. 30, no. 1, p. 53-70.

Kunianski, E. L., 1989, Precipitation, streamflow, and baseflow in West-Central Texas, December 1974 through March 1977: U. S. Geological Survey Water-Resources Investigations Report 89-4208, 2 sheets.

Mace, R. E., Chowdhury, A. H., Anaya, R., and Way, S.-C., 2000, A numerical groundwater flow model of the Upper and Middle Trinity aquifer, Hill Country area: Texas Water Development Board Open File Report 00-02, 62 p.

Maclay, R. W., and Land, L. F., 1988, Simulation of flow in the Edwards aquifer, San Antonio Region, Texas, and refinements of storage and flow concepts: U. S. Geological Survey Water-Supply Paper 2336, 48 p.

For more examples of references, see p. 239-241 of "Suggestions to Authors of the Reports of the United States Geological Survey" at https://pubs.usgs.gov/unnumbered/7000088/sta28.pdf.

10.0 Examples of figures

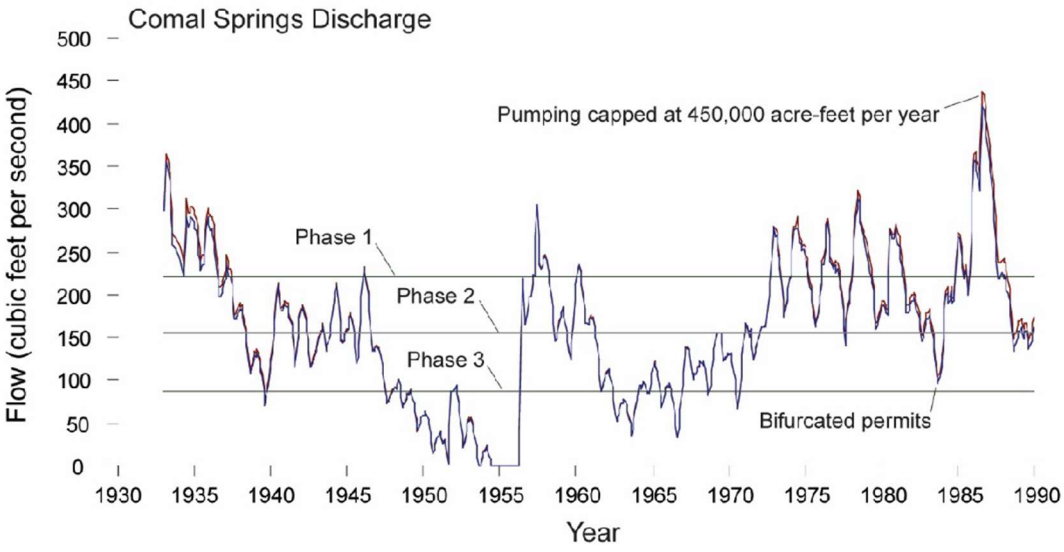


Figure 1. **A sample figure showing only the information needed to help the reader understand the data. Font size for figure callouts or labels should never be less than 6 point.**

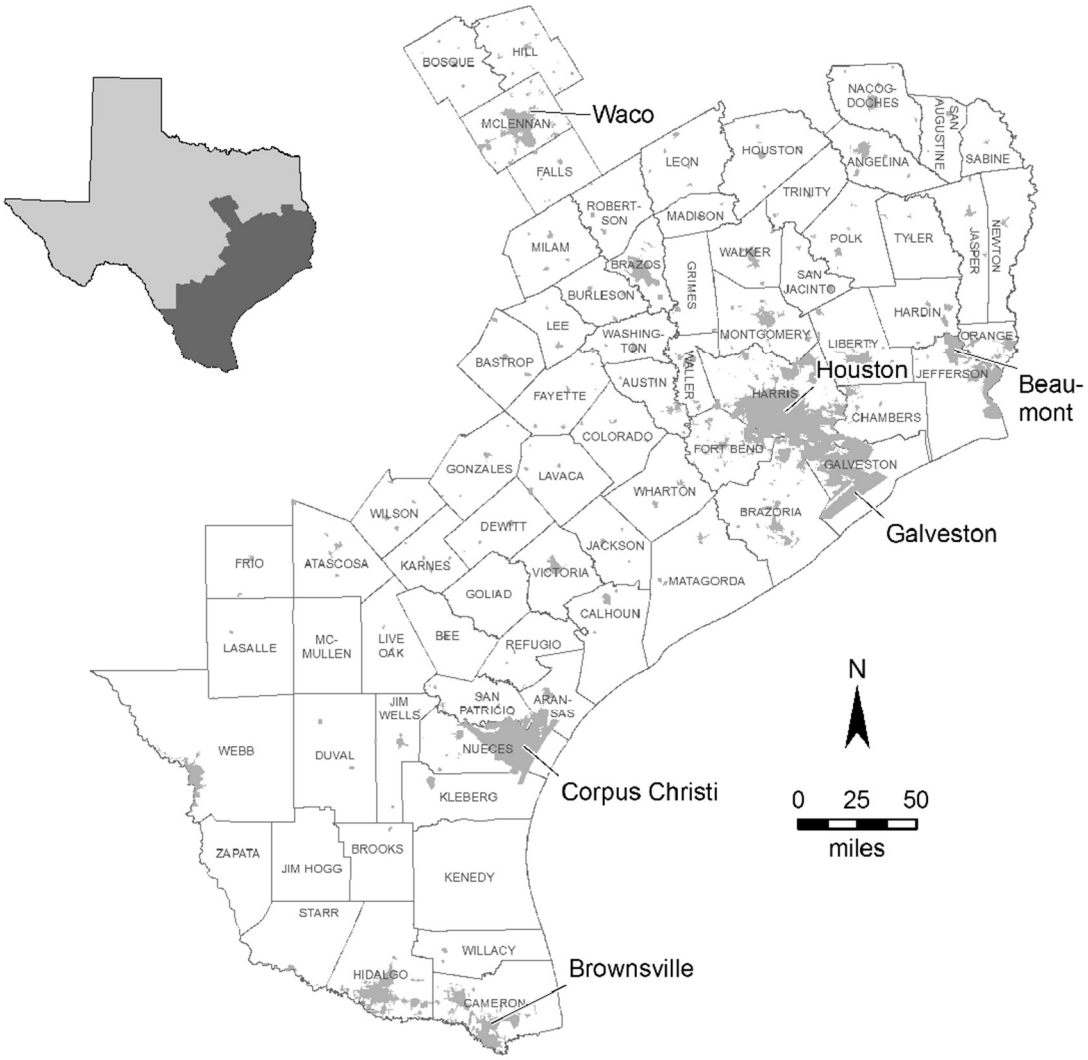


Figure 2. **A sample subject area map, giving the reader enough information to understand the location being discussed in this conference. For map figures, be sure to include a north arrow to orient the reader, a scale, and, if needed, a submap that places the figure in greater geographic context. Be sure that text is readable and that any citations listed on the figure or in the figure caption are included in the reference list. Font size should never be less than 6 point.**

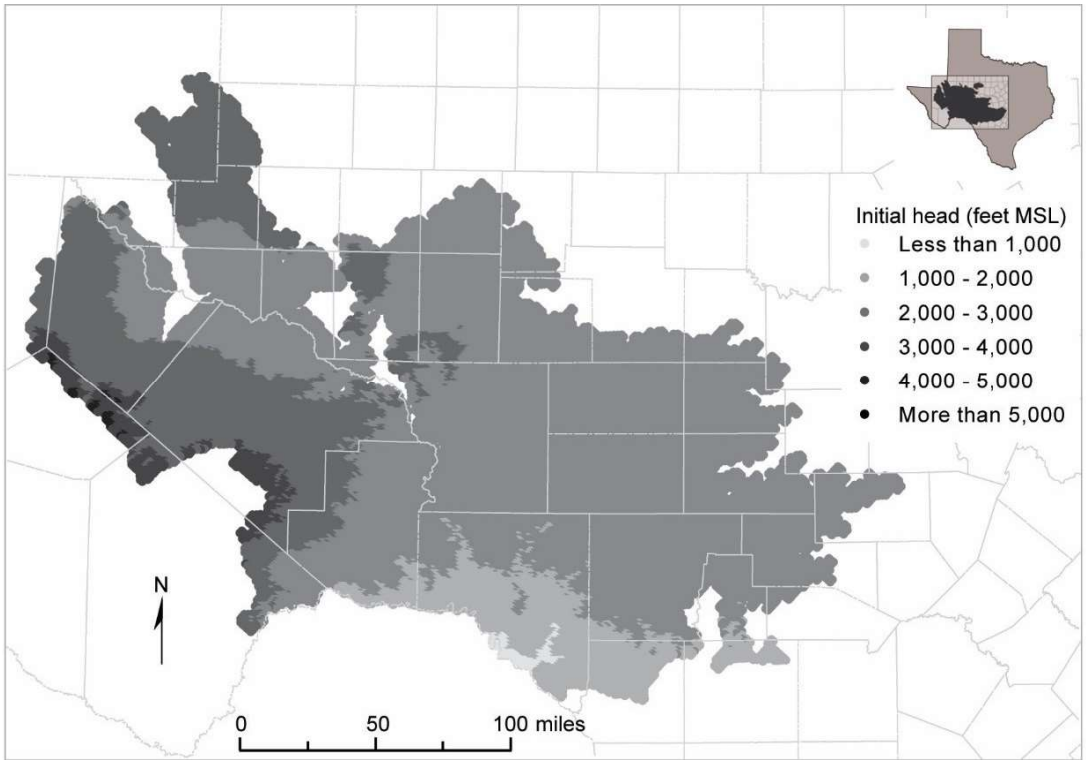


Figure 3. Initial hydraulic heads used in model simulations for layer 1. Note the use of grayscale shading to show differences.

EXHIBIT E

TWDB GUIDELINES FOR A PROGRESS REPORT

Texas Water Development Board Borrowers/Grantees are required by their contracts to provide Progress Reports according to the ***"Payment Request Schedule"***.

The progress report should contain the following standard elements:

- Date: Date the memo is sent
- To: Name and position of the reader
- From: Name and position of the writer
- Subject: TWDB Contract Number and the period that this report covers (i.e. Progress Report 09/01/18 – 11/30/18)

In-Kind Services: (*please include a value and description of any in-kind services provided during the reporting period*)

Work Completed: *(Explain what work has been done during the reporting period by Scope of Work task. Specify the dates of the reporting period and use active voice verbs to report progress made. Please include any updates on special conditions.)*

For Example:

Task 1: Completed 3 draft chapters and all appendices. Met with sub consultants on their chapters.
Task 2: Completed sample collection throughout river reach.
Task 3: No work completed in reporting period.

Problems: (*If the reader is likely to be interested in the glitches you have encountered along the way, mention the problems you have encountered and explain how you have solved them. If there are problems you have not yet been able to solve, explain your strategy for solving them and tell the reader when you think you will have them solved.*)

EXHIBIT F

ESCROW AGREEMENT

Commissioners Court - Regular Session **53.**

Meeting Date: 06/15/2021

Bob Phillips 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 GMD Legacy, Inc. for property located at 401 W. 6th Street Georgetown, TX.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bob Phillips Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:30 AM

Form Started By: Charlie Crossfield Started On: 06/10/2021 11:11 AM

Final Approval Date: 06/10/2021

DocuSign Envelope ID: 3D9DA5C2-8AC5-4BFE-9FFF-D13D03B899E3

REAL ESTATE CONTRACT
Bob Phillips Building

THIS REAL ESTATE CONTRACT ("Contract") is made by GMD Legacy Inc. (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain Lot (4), Block 30, city of Georgetown, Williamson County, Texas, according to the map or plat thereof, recorded in Volume 5, Page 211, Deed Records of Williamson County, Texas; said tract being more particularly described in Exhibit "A" to be attached.

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, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of TWO MILLION TWO HUNDRED THOUSAND and 00/100 Dollars ($2,200,000)

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

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. Purchaser agrees to name the Property the Robert M. Phillips annex.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company ("Title Company") on or before October 31, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

Buyer _____ Seller DS JGP

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) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser'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".

(3) 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

DS JGP

Buyer Seller

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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) At Closing, Seller will pay Don Quick and Associates, Inc. (as Principal Broker) a total cash fee of 6% of the final sales price. The cash fees will be paid in Williamson County. Seller authorizes Title Company to pay Principal Broker from Seller's sale proceeds at Closing.

(4) All other closing costs shall be paid by Purchaser.

(5) 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.

Buyer _____ Seller DS JGP

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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

DS JGP

Buyer Seller

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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.

Feasibility Period; Property Information

8.12 During the period commencing on the Effective Date and ending at 5:00 p.m. (CDT) on the ninetieth (90th) day thereafter (the "Feasibility Period"), Purchaser may enter the Property (with advance scheduling with Seller or Principal Broker for building improvement entry) and conduct any and all such tests, inspections, and studies as Purchaser may desire,

Buyer _____ Seller DS JGP

including, but not limited to, environmental testing, in order to determine if the Property is suitable for Purchaser's purposes. During such period and thereafter for so long as this Contract is in effect, Purchaser may obtain Phase I and Phase II environmental site assessments of the Property and such other tests or inspections as Purchaser in good faith deems appropriate. Purchaser may terminate this Contract for any reason or no reason at all by sending written notice thereof to Seller prior to the end of the Feasibility Period, and if this Contract is so terminated, neither party shall have any further rights or obligations hereunder and the Escrow Deposit shall be delivered to Seller. If Purchaser does not so notify Seller prior to the end of the Feasibility Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms hereof.

[signature page follows]

Buyer

DS JGP

Seller

DocuSign Envelope ID: 3D9DA5C2-8AC5-4BFE-9FFF-D13D03B899E3

SELLER:

GMD LEGACY INC.

By: DocuSigned by: Jeanne Groesbeck Phillips DF01CDA9CDB74C1...

Name: Jeanne Groesbeck Phillips

Its: successor-in-interest to Robert M. Phillips, Owner, GMD Legacy, Inc.

Date: 6/9/2021

Address: P.O. Box 1698
Georgetown, TX 78627

PURCHASER:

WILLIAMSON COUNTY, TEXAS

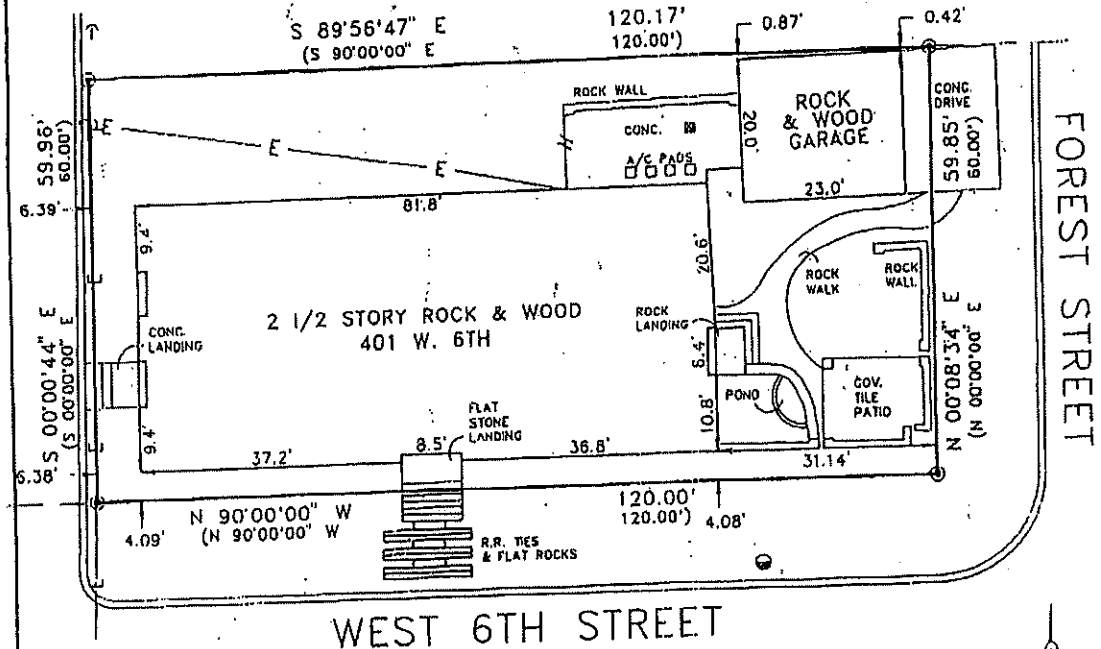
By: _____
Bill Gravell, Jr
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Plat of survey of property at 401 W. 6th Street
described as Lot 4, Block 30, of CITY OF GEORGETOWN, a subdivision of record in Map or Plat
Volume/Book/Cabinet 5 at Page(s)/Slide(s) 211 of the Williamson
County, Texas Plat Records. G.F. # 98020253/p Dated: Oct. 15, 1998
Ref: Robert M. Phillips

SCALE: 1" = 20'



NOTE:
SUBJECT TO POLLUTION ABATEMENT PLAN RECORDED UNDER DOC. #9531731, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

To: Longhorn Title Company, Inc., Lawyers Title Insurance Corporation, Bank One Texas, N.A. exclusively.

The undersigned does hereby certify that the plat shown represents the results of a survey on the ground under my supervision and is true and correct and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements, except as shown and the property has access to and from a dedicated roadway.

The property shown hereon is located in Zone "X": Areas outside the 500 year floodplain as shown on Community Panel Number 480668 0230 C of the FLOOD INSURANCE RATE MAP prepared for City of Georgetown by the Federal Insurance Administration Department, H.U.D.
Effective Date: Sept. 27, 1991

L:\H98\98-802

LEGEND
- ● REBAR FOUND
- ○ REBAR SET
- ■ CONC. MONUMENT FOUND
- ⊛ WATER METER
- ⊙ POWER POLE
- ^ GUY WIRE
- ⋈ FIRE HYDRANT
- ⊙ SANITARY SEWER MANHOLE
- ☾ LIGHT POLE
- -o-o- CHAIN LINK FNC.
- ⊙ ELEC. MANHOLE
- ⊡ UTILITY PEDESTAL
- ⊛ SEWER CLEAN-OUT
- —— WOOD FNC.
- ( ) INDICATES RECORD INFO

STATE OF TEXAS REGISTERED HERMAN CRICHTON 4046 PROFESSIONAL LAND SURVEYOR

DATE: 12-23-98

CRICHTON AND ASSOCIATES
LAND SURVEYORS
107 N. LAMPASAS STREET
ROUND ROCK, TEXAS 78664
(512) 244-3395
FAX (512) 244-9508

Commissioners Court - Regular Session **54.**

Meeting Date: 06/15/2021

LH Bypass Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Claim for Partial Payment of Housing Supplement with Raymond and Pamela Cantrell for right of way acquired on the Liberty Hill Bypass project (Parcel 45). Funding Source: Road Bonds P 346.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cantrell Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:32 AM

Form Started By: Charlie Crossfield Started On: 06/10/2021 11:28 AM

Final Approval Date: 06/10/2021

Texas Department of Transportation

Form ROW-R-113
(Rev. 07/11)

CLAIM FOR PAYMENT OF
☐ Down Payment ☒ Housing Supplement

Print or Type All Information - Read Rules on Reverse Side

1. Name of Claimant(s): Raymond & Pamala Cantrell	Parcel No.: 45 ROW CSJ: N/A	County: Williamson Project No.: N/A
2. Property Acquired by County: By: ☒ Negotiation ☐ Condemnation Address: 901 Stubbelfield Ln., Liberty Hill, TX 78642 Apt. No.: Site No.:	3. Replacement Housing Address: 3697 CR 106, Llano, TX 78643 Apt. No.: Site No.:	
4. Occupancy of State-Acquired Property From (Date): 1984 To (Date of Move): 4/31/2021 ☒ Owner-Occupant ☐ Tenant ☒ House ☐ Apartment ☐ Mobile Home ☐ Sleeping Room	5. Replacement Housing Data a. Date of Physical Occupancy of Replacement Housing: b. Filing Date of Instrument of Conveyance: 03/05/2021 c. Purchase Price of Replacement Dwelling: $	

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiations	10	5	2020
b. Date Property Acquired	03	05	2021
c. Date Required to Move	04	31	2021

7. Type and Amount of Claim: Housing Supplement $98,000.00
Requested to draw on Housing Supplement to continue building replacement home.

a. Housing Supplement: $47,337.10 - Leaving a balance of $50,662.90 to claim at completion of replacement home build.

b. Down Payment: $

8. Payment of this claim in the amount shown in Block 7 is requested. I certify that this move was made as a result of the acquisition of property for highway purposes. The information submitted herewith is true and correct and that the dwelling I now occupy meets the standards for decent, safe and sanitary housing to the best of my knowledge and belief.

5-26-21
Date of Claim

Raymond Cantrell
Claimant

Pamela Cantrell
Claimant

Spaces Below to be Completed by State

Show computations necessitated by previous payments or awards in condemnation on reverse side

The dwelling at the address under Block 3 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

5/25/21 First Inspection
Date of Inspection

Laurie Miller
Inspected By - Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment as follows:

Amount of $47,337.13

Date: _____ By: _____
Williamson County

R113

PINNACLE
CONSULTING MANAGEMENT GROUP, INC.

Memo

Date:	June 7, 2021
Project:	Liberty Hill Bypass
To:	Don Childs, Lisa Dworaczyk, - Sheets & Crossfield, P.C.
From:	Daniel Shaw
Subject:	Parcel 45 - Replacement Housing Payment Supplement Request – ½ of RHP Payment

Please find the relocation replacement housing supplement payment request for half of the RHP payment to continue the building of the replacement home. Enclosed are the following documents:

- R-113
- Excel Spread Sheet Showing Allocation of Funds
- Paid invoices, Cancelled Checks for Work Completed with Photos
- Copy of the Certification of Eligibility

The Cantrell's purchased land to build a replacement home. They made this decision because they could not find a home and property like their acquired property and / or a property to stay on the market long enough to put in an offer.

The Cantrell's have begun the construction of their replacement home and have come a long way. Mr. and Mrs. Cantrell would like to request half of their approved housing supplement funds to complete the construction of the home. So far, the Cantrell's have used all the acquisition funds towards the purchase of the property and the construction of their replacement home. A spread sheet is attached to show how the funds have been used.

The Cantrell's do understand that if this request is approved the remaining balance of their housing supplement funds cannot be paid until the home is completed or is at least DS&S.

Should any additional information be needed to process this request, please contact at 512-413-4012 or by email at lmiller@pinnaclegroup.biz.

Respectfully,

Daniel Shaw, R/RAC, R/W-NAC
Project Manager

Enclosures

Listed below are totals for what we have spent towards building our new home located at:

3697 CR 106 Llano Texas 78643

Copies of the receipts are attached. Our mailing address to mail the check is:

PO Box 167 Llano Texas 78643

Sales price of 901 Stubblefield Lane Liberty Hill		**$352,000**
paid 2021 Property tax prorated to Wilmson county tax coll		- $706.26
We paid Payoff of current house loan to Chase		- $39,500.78
Independence Title paid us	Total	**$311,792.96**
We paid Highland Lakes Title for purchase of new property		$279,232.52
Balance left is		**$32,560.44**

The receipts total for expenses in building the new house	$79,897.54
Balance left from sale of Liberty Hill house	-$32,560.44
Total request for reimbursement	**$47,337.10**

Class A Rentals and Sales, Inc (Skid Loader) used to clear brush off building site $398.50

Corner Stop (Diesel) used to fuel Skid Loader $80.83

Class A Rentals and Sales, Inc (Excavator) used to dig water & electrical lines from well to building site $416.62

Hoover Building Supply (Materials) used to run electrical in slab $306.16

Lowes (Mailbox) $67.95

Class A Rentals and Sales, Inc (Excavator) used to dig beams in slab for electrical/plumbing $386.42

Buttery Company, LLP (Oil) use to oil tractor $40.42

Elliott Electric Supply (Materials) used to run electrical in slab $313.03

Central Texas Plumbing Rough in house per plan $15,000

Central Texas Electric Coop connect fee $45.00

Central Texas Electric Coop connect fee $1,359.00

Bradley Concrete Concrete for slab pour $46,550.00

Tankers Plumbing & Septic Septic tank and lines installed $11,500

Metal Mart (Materials) Carport and room $3,433.61

Any questions please contact Raymond or Pam Cantrell

512-635-5317

512-818-0698

Remaining Balance of Acquisition Funds to go toward building of replacement home			**$32,560.44**
Replacement home - Invoices, receipts for construction of home			
Class A Rental and Sales Rental of Skid Loader to clear brush off of building site			-$398.50
Corner Stop Gas Station Diesel Duel for Skid Loader			-$80.83
Class A Rental and Sales Rental of Excavtor to dig beams in slab for electrical/plumbing			-$416.62
Hoover Building Sipply Materials to run electrical in slab			-$306.16
Lowes Replacement mailbox & materials to install			-$67.95
Class A Rental and Sales Rental of Excavtor to dig beams in slab for electrical/plumbing			-$386.42
Buttery Company, L.L.P			-$40.42
Ellitott Electric Supply Materials for electric in slab			-$313.03
Central Texas Plumbing Rough-In House per Plan			-$15,000.00
Central Texas Plumbing Rough-In House per Plan			-$45.00
Central Texas Electric Coop Connect Fee			-$1,359.00
Tankers Plumbing & Septic Septic tank and lines installed			-$11,500.00
Metal Mart Material for Carport			-3,433.61
Bradley Concrete Concrete Slabs			-$46,550.00
Request reimbursement - Partial Payment of housing supplement of $98,000.00 - $47,337.10 = **$50,662.90 Balance of Housing Supplement**			-$47,337.10

Texas Department of Transportation
Form ROW-R-CE
(Rev. 03/16)

CERTIFICATION OF ELIGIBILITY

Project: Liberty Hill Bypass
Parcel: 45
Displacee: Raymond and Pamela Cantrell

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Pamela Cantrell
Claimant

Date: 11-4-20

Raymond Cantrell
Claimant

Date: 11.4-20

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

_____
Claimant

Date:

Commissioners Court - Regular Session **55.**

Meeting Date: 06/15/2021

SE Loop Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Claim for Actual Moving Expenses with Ed and Jennie Dilworth for right of way acquired on the SE Loop project (Parcel 6). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dilworth Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:46 AM

Form Started By: Charlie Crossfield Started On: 06/10/2021 11:30 AM

Final Approval Date: 06/10/2021

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Ed Dilworth and Jennie Dilworth	Parcel No: 6	County: Williamson Project: Corridor A-1 SE Loop

☐ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☒ Other

2. Address of Property Acquired by Williamson County: 103 Little Road, Hutto Texas 78634 Claimant's Telephone No.: 512-481-1939	3. Address Moved To: Remainder
4. Occupancy of Property Acquired by Williamson County: From (Date): 2006 To (Date of Move): 02-01-2021 ☒ Owner/Occupant ☐ Tenant	5. Distance Moved: Reminder 7. Mover's Name and Address: Self-Move

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	07	09	2020
b. Date Property Acquired	5	28	2021
c. Date Required to Move			

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move):N/A

9. Amount of Claim:	
a. Moving Expenses	$2,060.42
b. Reestablishment Expenses	$
c. Searching Expenses	$
d. Tangible Property Loss	$
e. Storage	$
f. Temporary Lodging	$
g. Total Amount	**$2,060.42**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Edward O. Dilworth
Claimant

Date of Claim: 5-28-2021

Jennie Dilworth
Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 2,060.42

6-4-2021
Date

Relocation Agent

Date

Williamson County Judge

CERTIFICATION OF ELIGIBILITY

Project: SE Loop
Parcel: 6
Displacee: Ed Dilworth and Jennie Dilworth

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Edward O. Dilworth
Claimant

Date: 5/28/2021

Jennie Dilworth
Claimant

Date: 5-28-2021

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A
Claimant

Date:

					Receipt	
Date	**Store**	**SKU**	**Item**	**Purpose**		
10/12/2020	Lowe's	90575	Rafter Ties	Tie the under structure onto the frame	1	$176.53
10/12/2020	Lowe's	39426	Wheels	Front wheels	1	
10/13/2020	Home Depot	98168435468	4x6x16 Boards	Under structure	2	$105.15
10/13/2020	Lowe's	467817	4x6x12 Treated Boards	Cribbing for new location	3	$77.27
10/14/2020	Tractor Supply Co.	1329831	Trailer Coupler	Frame coupler to truck	4	$135.28
10/14/2020	Tractor Supply Co.	1890995	Towing Receiver Tube	Towing receiver	4	
10/16/2020	Metals 4 U	SFL128BP	Steel Base Plate	Metal Frame	5	$135.05
10/16/2020	Metals 4 U	SFL126	Flat Steel	Metal Frame	5	
10/16/2020	Metals 4 U	SDROP	Steel Remnants	Metal Frame	5	
11/11/2020	Lowe's	69374	Nails	Nail the under structure and cement forms together	6	$74.25
11/11/2020	Lowe's	69319	Nails	Nail the under structure and cement forms together	6	
11/11/2020	Lowe's	10352	Cement	Footers for new location	6	
11/11/2020	Lowe's	10352	Concrete	Footers for new location	6	
11/14/2020	Lowe's	10352	Concrete	Footers for new location	7	$40.05
11/23/2020	Magnum Trailers	???	Trailer Lug	Hooking frame onto truck to pull it	8	$59.54
12/3/2020	Tractor Supply Co.	3599993	Bolts	Fasten the metal frame together	9	$7.84
12/3/2020	Lowe's	44849	Steel Rod	Metal Frame	10	$69.28
12/3/2020	Lowe's	45685	Strut	Metal Frame	10	
12/3/2020	Lowe's	142075	Coupling nut	Metal Frame	11	$21.16
12/4/2020	Lowe's	178513	Joist Hangers	Tie the under structure onto the frame	12	$10.78
12/4/2020	O'Reilly Auto Parts	DOR 611-223	Wheel Nuts	Wheel nuts	13	$46.68
12/7/2020	Browning Auto Parts	560-03340	Wheel	Rear wheel	14	$86.60
12/7/2020	Browning Auto Parts	560-03340	Wheel	Rear wheel	14	
12/9/2020	Lowe's	1427095	Neon paint	Paint for tips of guide stakes to see path while moving	15	$75.52
12/9/2020	Lowe's	851390	Neon paint	Paint for tips of guide stakes to see path while moving	15	
12/9/2020	Lowe's	171066	Drill bit	Drill holes in the metal frame	15	
12/9/2020	Lowe's	178513	Joist Hangers	Tie the under structure onto the frame	15	
12/9/2020	Metals 4 U	SPI240	Steel Pipe	Metal Frame	16	$31.04
12/10/2020	Lowe's	116988	Drill bit	Drill holes in the metal frame	17	$53.79
12/10/2020	Lowe's	353455	Drill bits	Drill holes in the metal frame	17	
12/10/2020	Lowe's	45685	Angled bracket	Part of metal frame	17	

12/10/2020	Lowe's	814331	Spa flex hose	Water pipe that broke in the process of the move	18	
12/10/2020	Lowe's	23922	PVC Bushing	Water line that was broken in the process of the move	18	
12/10/2020	Lowe's	23904	PVC Adapter	Water line that was broken in the process of the move	18	
12/10/2020	Lowe's	21486	PVC Valve	Water line that was broken in the process of the move	18	
12/10/2020	Lowe's	51047	PVC Bushing	Water line that was broken in the process of the move	18	$142.36
12/10/2020	Lowe's	867967	Hose Bibb	Water line that was broken in the process of the move	18	
12/10/2020	Lowe's	1944167	Concrete Anchor Bolts	Anchors for the wench on a concrete pad to pull the building onto the frame	18	
12/10/2020	Lowe's	1405584	Masonary Drill Bits	Anchors for the wench on a concrete pad to pull the building onto the frame	18	
12/10/2020	Lowe's	650821	Cutting Fluid	Anchors for the wench on a concrete pad to pull the building onto the frame	18	
12/21/2020	O'Reilly Auto Parts	SSB 27DCM	Battery	Power for wench	19	$111.23
12/21/2020	O'Reilly Auto Parts		Battery State Fee	Power for wench	19	
12/24/2020	Lowe's	12244	Sheathing	Floor boards broken during the move	20	$167.07
12/24/2020	Lowe's	467817	4x6x12 Boards	Cribbing for new location	20	
12/29/2020	Tractor Supply Co.	3599993	Bolts	Fasten the metal frame together	21	$27.20
1/4/2021	Home Depot	008925132882	Sawzall Carbide Blades	Cutting metal for frame	22	$37.86
1/6/2021	Tractor Supply Co.	1082390	Wheels	Sturdier Front wheels	23	$156.70
1/6/2021	Tractor Supply Co.	1082390	Wheels	Sturdier Front wheels	23	
1/6/2021	Tractor Supply Co.	3599993	Bolts	Fasten the metal frame together	23	
1/6/2021	Lowe's	12244	Sheathing	Floor boards broken during the move	24	$34.43
1/9/2021	Lowe's	23976	PVC Pipe	Water line that was broken in the process of the move	25	
1/9/2021	Lowe's	21486	PVC Valve	Water line that was broken in the process of the move	25	
1/9/2021	Lowe's	24176	PVC Elbows	Water line that was broken in the process of the move	25	$26.90
1/9/2021	Lowe's	1633	PVC Coupling	Water line that was broken in the process of the move	25	
1/9/2021	Lowe's	23876	PVC T	Water line that was broken in the process of the move	25	

1/18/2021	Lowe's	325854	Nails	Nail the under structure and cement forms together	26	$24.68
1/18/2021	Lowe's	22262	U-bolt	Fastening metal frame to under structure	26	
???	Harbor Frieght	97712	Chain	To pull building onto frame	27	$64.89
???	Harbor Frieght	60323	D-ring anchor	To pull building onto frame	27	
???	Harbor Frieght	60323	D-ring anchor	To pull building onto frame	27	
???	Harbor Frieght	60323	D-ring anchor	To pull building onto frame	27	
???	Harbor Frieght	60323	D-ring anchor	To pull building onto frame	27	
11/16/2020	Lowe's	10385	Concrete	Footers for new location	28	$61.29
11/16/2020	Lowe's	10352	Concrete	Footers for new location	28	
						$2,060.42

Danny Jackson

From: David Johns <djohns@johnshebert.com>
Sent: Monday, April 26, 2021 3:48 PM
To: Danny Jackson
Cc: Sam Nassour; Mylan Shaunfield; Chris Johns
Subject: RE: Parcel 6 SE Loop Dilworth
Attachments: IMG_0002.jpg

Dear Danny,

Thanks for getting back to us about this. I think I can explain a couple things that will answer what the highlighted rows are:

- The metal frame had to be built to connect the building to the wheels. The wood joists on the building simply would not have supported the weight of the building if the wheels would have been attached directly to it because it is not capable of supporting that type of a concentration of the force caused by the weight of the building. For that reason, Mr. Dilworth had to create a metal frame to distribute the weight of the building to a larger portion of the wooden joists.
- The water line was broken by the weight of the building having to be wheeled over it.
- You also highlighted a set of the wheels. Some of the wheels failed under the load of the building and Mr. Dilworth had to replace them with stronger ones.
- You also highlighted the battery. The battery was used to power a wench that was used to pull the building up on to the steel frame. He was able to use a wench he already had, but he needed a battery to power it.

Sorry, I thought I provided a picture of the moved shed. One is attached.

Thanks,
David

David R. Johns
Executive Director
Johns & Hebert PLLC

From: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Sent: Monday, April 19, 2021 9:55 PM
To: David Johns <djohns@johnsandcounsel.com>
Cc: Sam Nassour <sam.nassour@rightofwayoftexas.com>; Mylan Shaunfield <mylan@scrrlaw.com>; Chris Johns <cjohns@johnsandcounsel.com>
Subject: RE: Parcel 6 SE Loop Dilworth

David, Hi

Sorry its taken so long to get this back to you, I have gone through each of the charges and correlated them with each receipt. However, I will need more detailed explanation of the items highlighted in yellow as to there need and use, especially the items associated with a water pipe replacement. Also there are several charges associated with a metal frame, please explain the need for a metal frame to be built.

Commissioners Court - Regular Session **56.**

Meeting Date: 06/15/2021

CR 176 Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Claim for Actual Moving Expenses with Thomas and Melissa Diaz for right of way acquired for the CR 176 Project (Parcel 5). Funding Source: Road Bonds P241

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diaz Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:47 AM

Form Started By: Charlie Crossfield Started On: 06/10/2021 11:34 AM

Final Approval Date: 06/10/2021

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Thomas D. Diaz and Melissa R. Sharpe-Diaz	Parcel No: 5 ROW CSJ: N/A	County: Williamson Project No.: N/A

☒ Residence ☐ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

2. Address of Property Acquired by State: 656 CR 176 Georgetown, TX 78628 Claimant's Telephone No.: 703-362-0039	3. Address Moved To: 401 CR 226 Florence, TX 76527
4. Occupancy of Property Acquired by State: From (Date): 2013 To (Date of Move): 7/6/2020 ☒ Owner/Occupant ☐ Tenant	5. Distance Moved: 25 Miles 7. Mover's Name and Address: Multiple See backup

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	10	12	2017
b. Date Property Acquired	10	23	2018
c. Date Required to Move	11	26	2018

8. Property Storage
From (Date): 11/08/2018 To (Date of Move): 11/08/2019

Place Stored (Name and Address):
Steel Box Containers

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move):N/A

9. Amount of Claim:	
a. Moving Expenses	$710
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$1,200
f. Temporary Lodging	$N/A
g. Total Amount	**$1,910**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Thomas D. Diaz

Melissa R. Sharpe-Diaz

Date of Claim: June 7, 2021

Spaces Below to be Completed by State

I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 1,910

Date

County Judge

R99

MAR 24 2021

Check 1147 Tracer
775400000441235 - 1147

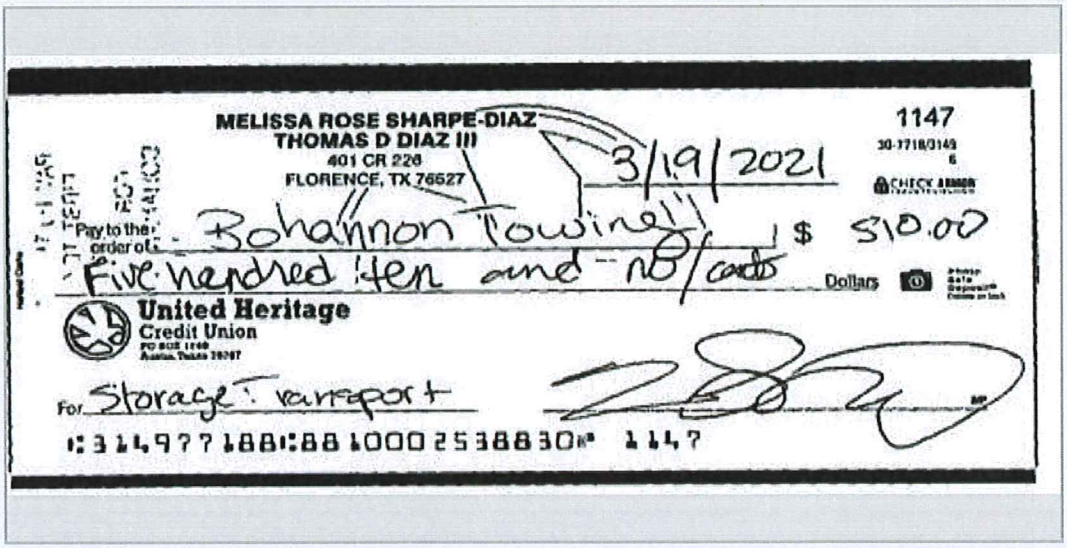
– $510.00

Details

Statement Description:
Check 1147 Tracer 775400000441235

Date:
3/24/2021

Type:
Debit - Check 1147



1 of 2

T.I.P. Tow

40107 Industrial Park Cir, Georgetown TX 78626
Phone: (512) 863-7300 | Fax: (512) 863-7007

Receipt
#20-26649

Printed 8/25/2020

Invoice #	20-26649	**Authorized by**	Cash Call Customer
Call #	26649	**Tow From**	656 Co Rd 176, Georgetown, TX 78628, USA
Tow Reason	Relocation	**Tow To**	401 Co Rd 226, Florence, TX 76527, USA
Driver	John Hamons		
Driver TDLR#	20547		
Truck	Pete		
Truck Plate #	T7239H		
Truck TDLR#	TDLR0006338061010IM		
Date/Time Requested	8/25/2020 @ 4:30 PM		
Date/Time Completed	8/25/2020 @ 4:30 PM		
Contact	Tommy Diaz (512) 876-9315,		

Year	Make	Model	Color	VIN	Plate	Odometer
-	Livestock Shed	-	-	-	-	-

Charge Description	Quantity	Price	Line Total
Unloaded/Enroute Mileage	11	$2.00	$22.00
Loaded/Hooked Mileage	26	$2.00	$52.00
Unloaded/Return Mileage	16	$2.00	$32.00
Tow/Hook Fee	1	$94.00	$94.00
		Grand Total	**$200.00**
		Amount Due:	**$0.00**

Cash payment (Ref # CASH) of $200.00 applied on 8/25/2020

T.I.P. Tow appreciates your business; if you have any questions regarding this invoice, please contact us at 512-863-7300. Thank you. Damage Disclaimer: I Have been advised that my vehicle may be damaged if winched, towed, unlocked, jump started, tire changed or left on unattended premises. I recognize the difficulty involved and I agree not to hold T.I.P. Tow responsible for such damages, should it result. I, the undersigned do hereby certify that I am legally authorized and entitled to take possession of the vehicle described and all personal property therein. I have received the vehicle and all personal property in satisfactory condition.

Signature: _____

TDLR# 006338061C **VSF#** 0633808VSF

You may direct all complaints to Texas Department of Licensing & Regulation at P.O. Box 12157, Austin TX 78711 or call 800-803-9202 or through the website http://www.tdlr.texas.gov or email to intake@tdlr.texas.gov.

Created with Towbook Management Software | www.towbook.com

CERTIFICATION OF ELIGIBILITY

Highway: CR 176
Parcel: 5
Displacee: Thomas D. Diaz, III and Melissa R. Sharpe-Diaz

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Thomas D. Diaz, III — Date:2/9/18

Melissa R. Sharpe-Diaz — Date:2/9/18

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

_____ Date:_____

Claimant

From: Young, Rhonda
To: Mary Sanchez; Mylan Shaunfield
Cc: Melissa Diaz; Don Childs; Lisa Dworaczyk; Thomas Diaz; Young, Rhonda
Subject: RE: Relocation Benefits - Thomas and Melissa Diaz - Parcel 5
Date: Wednesday, June 2, 2021 12:53:24 PM
Attachments: Storage Invoice.pdf
Moving Storage Check.pdf
Cost of Moving Portable Livestock Shed.pdf
RE Extension requested on Parcel 5.msg
P. 5 Actual Move Claim Form.pdf

Mary,

My apologies for not getting back to you, I was gathering information to respond.
Please see below responses.

1. Storage Shed Moving – $3,081.25
   On March 19, 2019 I spoke with Tom and emailed them including you that the County would not reimburse for the purchase of permanent storage. See attached email.
   The regulations allow for "temporary" storage up to 12 months and must receive prior approval before expending funds.
   On March 19, 2019 I called Steel Box Containers and was informed the cost to RENT a unit of the same size was $100 / month.
   The County would reimburse up to 12 months at $100/ month which equals $1,200 for storage.

2. Moving Storage Shed – $510.00 – *Please furnish a paid receipt from the transport company used to relocate the shed for us to process the claim.*

3. Cost of moving Portable Livestock Shed - $200.00 – *this will be processed for payment.*

4. Cars being relocated from the subject site – *I have arranged for a moving company to relocate the cars as a direct payment to vendor. Please send me three dates over the next two weeks so I can make arrangements to have the cars moved. I also need their locations. The amount of this is not included in the below claim total as it will be paid directly to the moving company.*

The total claim including items 1, 2, 3, and 4 equal $1,910.
Please have your clients sign the attached Actual Move Claim Form and return it to me for processing.

Thank you,

Rhonda Young, R/W-NAC, R/W-RAC
D 512-685-2971 M 512-806-4970

hdrinc.com/follow-us

From: Mary Sanchez <mary@texeslaw.com>

Sent: Wednesday, June 2, 2021 11:01 AM
To: Young, Rhonda <Rhonda.Young@hdrinc.com>; Mylan Shaunfield <mylan@scrrlaw.com>
Cc: Melissa Diaz <rose3diaz@gmail.com>; Don Childs <Don@scrrlaw.com>; Lisa Dworaczyk <LisaD@scrrlaw.com>; Thomas Diaz <thomasdiaz454@gmail.com>
Subject: RE: Relocation Benefits - Thomas and Melissa Diaz - Parcel 5

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Rhonda,

I never received a response from you for the email below. Will they be getting reimbursed for those expenses? Please let us know.

Thanks,
Mary

Mary Sanchez
Evertson & Sanchez, PC
6101 Sheridan Avenue
Austin, Texas 78723
(512) 323-0797
(512) 532-6598 (Fax)
mary@texESlaw.com

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From: Mary Sanchez
Sent: Thursday, May 13, 2021 1:53 PM
To: Young, Rhonda <Rhonda.Young@hdrinc.com>; Mylan Shaunfield <mylan@scrrlaw.com>
Cc: Melissa Diaz <rose3diaz@gmail.com>; Don Childs <Don@scrrlaw.com>; Lisa Dworaczyk <LisaD@scrrlaw.com>
Subject: RE: Relocation Benefits - Thomas and Melissa Diaz - Parcel 5

Hi Rhonda,

Thank you for the quick response and the itemized payments. My client has the following expenses for relocation: (see attached receipts)

1. Storage Shed Moving – $3,081.25
2. Moving Storage Shed – $510.00
3. Cost of moving Portable Livestock Shed - $200.00

These moving costs total $3,791.25. Please let me know when we can expect payment for these moving related expenses due to relocation.

In addition, there are 3 vehicles that still need to be moved to the new replacement home. We will submit those costs when done.

If you have any questions, please do not hesitate to contact me.

Thanks,
Mary

Mary Sanchez
Evertson & Sanchez, PC
6101 Sheridan Avenue
Austin, Texas 78723
(512) 323-0797
(512) 532-6598 (Fax)
mary@texESlaw.com

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From: Young, Rhonda <Rhonda.Young@hdrinc.com>
Sent: Wednesday, May 12, 2021 7:46 AM
To: Mary Sanchez <mary@texeslaw.com>; Mylan Shaunfield <mylan@scrrlaw.com>
Cc: Melissa Diaz <rose3diaz@gmail.com>; raybecky2013@gmail.com; Don@scrrlaw.com; Lisa Dworaczyk <LisaD@scrrlaw.com>
Subject: RE: Relocation Benefits - Thomas and Melissa Diaz - Parcel 5

Mary,

Please see the below details of benefits your clients have collected to date, and what is outstanding.

1. $4,400 – Closing Costs also known as Incidentals
2. $2,050 – Fixed Moving Payment
3. $992 – Mortgage Interest Differential Payment

Outstanding

1. Replacement Housing Payment – to be paid upon settlement of the Acquisition

Thanks,

Rhonda Young, R/W-NAC, R/W-RAC
D 512-685-2971 M 512-806-4970

hdrinc.com/follow-us

From: Mary Sanchez <mary@texeslaw.com>
Sent: Tuesday, May 11, 2021 6:45 PM
To: Young, Rhonda <Rhonda.Young@hdrinc.com>; Miller, Laurie <Laurie.Miller@hdrinc.com>; Mylan Shaunfield <mylan@scrrlaw.com>
Cc: Melissa Diaz <rose3diaz@gmail.com>; raybecky2013@gmail.com
Subject: Relocation Benefits - Thomas and Melissa Diaz - Parcel 5

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Rhonda, Laurie and Mylan,

My clients, Thomas and Melissa Diaz, are not clear on the checks they have received for relocation benefits. They have received the following checks:

1. $4400.00 – closing costs
2. $2050 – not sure for what expenses?;
3. $992.00 – not sure for what expenses?

We would like an itemized statement or detail of the expenses that have been reimbursed. I know they are entitled to the housing supplement, closing costs, moving costs, interest differential payment and actual incidental costs.

My client has provided you with the invoices and information for all the expenses they should be reimbursed for but it is their belief that they have not received payment for all items. Therefore, please provide us an itemized statement of all the costs/ expenses paid for relocation to the present date.

In addition, under the relocation program, they are entitled to a housing supplement $158,632 for the purchase of their replacement home (price differential payment). To the present date, they have not received this supplement. As stated in many emails from you (Rhonda) and in the attached letter, they are entitled to receive the payment for the supplement – independent and separate from the ongoing condemnation. Therefore, we are requesting the payment for the supplement since my client is in a worse situation than before due to that non-payment. My clients were displaced from their dwelling and still trying to get what they are lawfully entitled to under the law. This relocation process has not been a smooth or pleasant

experience for my client, especially after having to be relocated.

Finally, I am hopeful that the relocation expenses can be sorted out and paid to them as entitled under the law. I hope we can receive the itemized breakdown of expenses reimbursed and that we can work this out in an amicable manner. Please send that to us at your earliest convenience. If you have any questions, please do not hesitate to contact me.

Have a nice evening.

Thanks,
Mary

Mary Sanchez
Evertson & Sanchez, PC
6101 Sheridan Avenue
Austin, Texas 78723
(512) 323-0797
(512) 532-6598 (Fax)
mary@texESlaw.com

Steel Box Containers
PO Box 756
Del Valle, TX 78617
512-576-1730
steelboxselfstorage@gmail.com
steelboxcontainers.com

Invoice

BILL TO
Thomas Diaz
656 CR 176
Georgetown, TX 78628

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2554	11/08/2018	$0.00	11/15/2018	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Container Sales Container Sales : 40' High Cube Container	1	2,900.00	2,900.00T

PAID

SUBTOTAL	2,900.00
TAX (6.25%)	181.25
TOTAL	3,081.25
PAYMENT	3,081.25
BALANCE DUE	**$0.00**

Commissioners Court - Regular Session **57.**

Meeting Date: 06/15/2021

Release of Right of Entry Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Release of Right of Entry Agreement and a Release of Right of Entry, Possession, Use and Construction Agreement with Robinson Ranch and Robinson Land Limited Partnership from 2001 and 2002 in regard to the SH 45 Project which is no longer needed.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Release

Release

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:47 AM

Form Started By: Charlie Crossfield Started On: 06/10/2021 11:37 AM

Final Approval Date: 06/10/2021

RELEASE OF RIGHT-OF-ENTRY, POSSESSION, USE AND CONSTRUCTION AGREEMENT

Date: _____, 2021

Releasor/: WILLIAMSON COUNTY, TEXAS

Releasor's Mailing Address (including county):

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Williamson County

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (with any improvements):

All that certain real property described in further detail by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes ("Property").

For valuable consideration, the receipt of which is hereby acknowledged, Releasor Williamson County does abandon, release, and discharge all of its right, title, and interest in and to the Property pursuant to a Right-of-Entry Agreement, Possession, Use and Construction Agreement as recorded in Doc.# 2002072798, Official Records of Williamson County, Texas and a Correction Right-of Entry, Possession, Use and Construction Agreement as recorded in Doc.# 2002096702, Official Records of Williamson County, Texas . Neither Releasor nor its administrators, successors, or assigns shall have, claim, or demand any right or title in and to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

[signature page follows]

EXECUTED on this the _____ day of _____, 2021.

RELEASOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell Jr., County Judge

Acknowledgment

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Bill Gravell Jr., in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

After recording return to:

Sheets & Crossfield, P.C.
309 East Main St.
Round Rock, Texas 78664

Exhibit "A"

RIGHT OF ENTRY, POSSESSION, USE AND CONSTRUCTION AGREEMENT
(Parcels 70, 70E, 70 DE1, 70DE2, 425A, 425B, 425CE1, and 425CE2)

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, the undersigned, ("GRANTOR"), are the owners of approximately 122.3366 acres of land located in Williamson County, Texas, identified as parcels 70, 70E, 70 DE1, 70DE2, 425A, 425B, 425CE1, and 425CE2 being more particularly described by metes and bounds on Exhibit "A"- "H" ("The Whole Property"); and

WHEREAS, WILLIAMSON COUNTY, TEXAS , or its assigns ("GRANTEE"), desires to acquire fee simple title to a portion of The Whole Property, being more particularly described by metes and bounds on Exhibit "I" ("Part Taken") whether through contract and conveyance or through eminent domain proceedings for the purpose of constructing a highway and related facilities; and

WHEREAS, GRANTEE desires to take possession of the Part Taken at an earlier date than it otherwise could through formal condemnation proceedings in order to meet contract letting and construction schedules; and

WHEREAS, GRANTOR, as an accommodation to GRANTEE has agreed to allow GRANTEE to take possession of the Part Taken in recognition that GRANTOR and GRANTEE are still negotiating in good faith, the fair market value of the portion of The Whole Property outside the Part Taken ("The Remainder").

NOW THEREFORE, for and in consideration of the sum of Three Million Seven Hundred Thirty Thousand Two Hundred Eighty-Eight AND 10/100 DOLLARS ($3,730,288.10) which represents the agreed upon value of the actual Part Taken, but does not reflect any value or compensation for other damages, if any by virtue of the right of way taking ("Right of Entry Fee"), paid by the GRANTEE to GRANTOR, the receipt and sufficiency of which are hereby expressly acknowledged, GRANTOR has GRANTED and CONVEYED and by these presents does GRANT and CONVEY unto GRANTEE, its successors, agents and assigns an irrevocable right-of-entry, possession, and construction license, with the right of exclusive possession over, upon, and across the Part Taken. It is agreed that the above-stated $3,730,288.10 is the total adequate and full consideration for the actual Part Taken, but does not include damages to The Remainder. In addition to the Right of Entry fee, or any other compensation, Grantee shall pay Grantor $130,664 dollars as compensation for costs necessary to construct fencing along the boundaries of the Part Taken. By virtue of this Agreement, neither party admits to the existence or nonexistence of damages to The Remainder, which shall be determined through negotiation or condemnation proceedings.

In addition to the Right of Entry fee or any other compensation, Grantee shall pay Grantor the amount of $375,000 (Three Hundred Seventy-Five Thousand and No/100 Dollars) in connection with a future determination of damages to The Remainder. If damages to The Remainder are finally determined by an award of the Special Commissioners or a judgment rendered in a judicial condemnation proceeding to be less than $375,000, then Grantee shall retain the $375,000 and fence construction costs previously paid as full and final satisfaction of damages to The Remainder.

However, if damages to The Remainder are determined by an award of the Special Commissioners or a judgment rendered in a judicial condemnation proceeding to be greater than $375,000 then this payment and this payment only shall be credited toward an offset of the total amount of damages to be paid to Grantor.

It is expressly agreed, acknowledged, and understood that the Right of Entry Fee, exclusive of interest, clearing compensation for fencing and compensation for fence construction shall not offset any damages to The Remainder.

The license granted to GRANTEE is assignable and may be used by GRANTEE, its successors and assigns, for the purposes of proceeding with surveying, site review and analysis, utility relocation, actual construction prior to the acquisition of title to the Part Taken through condemnation or contract, subject to the terms of this Agreement.

GRANTEE shall have the full and exclusive right within the legal boundaries of the Part Taken to control and use the Part Taken, including the right to remove improvements, to erect and maintain fencing, traffic and pedestrian control devices, and signs, the right to clear trees and vegetation, and the right to excavate, trench, fill, and grade, construct utilities and roadways. Utility construction shall include, but not be limited to, the relocation of water and wastewater lines, electrical lines, cable television lines, telephone lines, gas lines and related facilities. Road construction shall include, but not be limited to, the grading, cutting, and filling of the existing ground elevation, the temporary stockpiling of necessary materials, the placement of earthen fill for necessary lateral support, the channelization of existing grade to accommodate storm water runoff, the construction of an open or enclosed drainage way and their related facilities, the construction of curb and gutter systems and bridge structures or grade separations, if applicable, and the laying of road base and the placement of finished grade course material.

GRANTEE shall make available at the offices of the Texas Turnpike Authority located at 1421 Wells Branch Parkway, Building 1, Suite 107 in Pflugerville, Texas to Grantor for copying at no expense to GRANTOR all plans and specifications for highway and/or roads which GRANTEE or its assigns intend to construct within The Whole Property. The use of such copies shall be limited solely for the use of GRANTOR.

GRANTEE shall make available at the offices of the Texas Turnpike Authority located at 1421 Wells Branch Parkway, Building 1, Suite 107 Pflugerville, Texas to GRANTOR for copying at no expense to GRANTOR the agreements, permits or memoranda of understanding entered into or issued by any federal, state or local governmental agency, department or entity that addresses in any way the use of The Whole Property, or the plans for highways and/or roads which GRANTEE or its assigns intend to construct within the boundaries of The Whole Property, including, but not limited to the use of The Whole Property for environmental mitigation purposes. Privileged and/or confidential documents of GRANTEE or its assigns shall not be made available to GRANTOR.

GRANTOR reserves fee title to the Part Taken, and the easement, rights, and privileges granted by this Agreement shall automatically terminate upon the closing of a purchase contract with GRANTOR conveying fee title to GRANTEE or the rendition of a final judgment in a condemnation proceeding in a court of competent jurisdiction. However, this grant shall survive the termination of any purchase contract agreement and shall also survive any institution of condemnation proceedings.

In addition to the foregoing, this Agreement is subject to the following:

1. By entering into this Agreement, GRANTOR does not waive any legal rights, causes of action, claims, demands or defenses under the Constitution of the United States, the Constitution and Statutes of the State of Texas, common law or any other provision of law or equity that GRANTOR may have in connection with GRANTEE's exercise of its rights of eminent domain or taking or acquisition of the Part Taken, including but not limited to GRANTOR's right to contest procedural issues and any and all damage and compensation for The Remainder. GRANTOR reserves the right to challenge, contest or appeal any aspect of the proceedings acquisition, excluding Grantee's authority to condemn the Part Taken. Neither party waives any of its legal rights, including any right to appeal or otherwise complain of any award by Special Commissioners or a court of competent jurisdiction.

2. This Right of Entry, Possession, and Construction Easement shall expire sixty (60) days after the filing of a Special Commissioners' award covering all of the Part Taken and damages to The Remainder unless GRANTEE deposits the Special Commissioners' award according to Texas law governing possession in a statutory eminent domain case.

3. GRANTEE agrees to negotiate in good faith with GRANTOR with respect to the value of The Remainder and any other related issues. If the parties fail to reach a mutual agreement within sixty (60) days from the date of this Agreement, GRANTOR, at its option, at anytime thereafter, may notify GRANTEE that it desires for GRANTEE to file its condemnation action and immediately ask the Court to appoint Special Commissioners and schedule a hearing at the earliest practical time. GRANTEE shall initiate the condemnation proceedings within ninety (90) days of such notice from GRANTOR and shall cooperate with GRANTOR to schedule a hearing at the earliest possible date and covenants that it will not seek to delay or continue the hearing. GRANTEE shall take all procedural steps necessary to ensure that the hearing is held in a timely manner without any delays that are the fault of GRANTEE.

4. The "date of taking" for the purpose of determining the value of the Part Taken shall be the date payment is made pursuant to this Agreement. GRANTEE shall provide GRANTOR written notice of the date it takes possession not less than five (5) business days prior to taking possession.

5. This Agreement shall be binding upon the heirs, devises, executors, administrators, legal representatives, successors, assigns, contractors and subcontractors of each of the parties, and the name(s) and phone number(s) of each project manager(s) will be given to GRANTOR prior to any contractors or subcontractors entering into the Part Taken..

6. The easement, right, and privileges granted are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the Part Taken.

7. Neither this Agreement nor any of its terms shall be admitted as evidence or otherwise used in any future legal proceeding relating to damages to The Remainder.

TO HAVE AND TO HOLD possession of the Part Taken for the purposes and subject to the limitations described above, GRANTOR warrants that to the best of its knowledge no persons or business entity owns a present possessory interest in the fee title in the Part Taken other than GRANTOR, and that there are no parties in possession of any portion of the Part Taken.

Executed this the 9th day of September, 2002.

GRANTOR:

ROBINSON LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: **ROBINSON ASSOCIATES,**
a Texas general partnership, General Partner

By: A.H. Robinson III
A.H. Robinson, III, General Partner

By: John Oscar Robinson
John Oscar Robinson, General Partner

ROBINSON 1992 LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: A.H. Robinson III
A.H. Robinson, III, General Partner

By: John Oscar Robinson
John Oscar Robinson, General Partner

ROBINSON RANCH, a Texas general partnership

By: A.H. Robinson III
A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: _____
Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: Carla Robinson Allen
Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

ROBINSON 1992 LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By:_____
A.H. Robinson, III, General Partner

By:_____
John Oscar Robinson, General Partner

ROBINSON RANCH, a Texas general partnership

By:_____
A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: Flora Robinson Cosper
Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By:_____
Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: **J. P. Morgan Chase Bank**, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr. As Assignee of a partnership interest in the Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the transaction herein.

By: Thomas Clark
Printed Name: Thomas Clark
Title: VP

By: **GER 1999 Limited Partnership,**
a Texas limited partnership, Its General Partner

By: G. E. Robinson, LLC,
a Texas limited liability company,
Its General Partner

By: J. Oscar Robinson
J. Oscar Robinson, Manager

304 JOINT VENTURE, a Texas general partnership

By: **ROBINSON LAND LIMITED PARTNERSHIP,**
a Texas limited partnership, Its General Partner

By: **ROBINSON ASSOCIATES,**
a Texas general partnership, General Partner

By: A. H. Robinson III
A.H. Robinson, III, General Partner

By: John Oscar Robinson
John Oscar Robinson, General Partner

By: **ROBINSON 1990 LAND LIMITED PARTNERSHIP,**
a Texas limited partnership, Its General Partner

By: _____
A.H. Robinson, III, General Partner

By: _____
John Oscar Robinson, General Partner

By: **ROBINSON 1992 LAND LIMITED PARTNERSHIP,**
a Texas limited partnership, Its General Partner

By: _____
A.H. Robinson, III, General Partner

By: _____
John Oscar Robinson, General Partner

By: _____
A.H. Robinson, III, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust,
Its General Partner

By: _____
John Oscar Robinson, Co-Trustee of George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust,
Its General Partner

By: **ROBINSON RANCH**, a Texas general partnership,
Its General Partner

By: A.H. Robinson III

A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: _____

Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: Carla Robinson Allen

Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: **J. P. Morgan Chase Bank**, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr.

As Assignee of a partnership interest in the Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the transaction herein.

By: Thomas Clark
Printed Name: Thomas Clark
Title: VP

By: **ROBINSON RANCH**, a Texas general partnership, Its General Partner

By:_____

A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: Flora Robinson Cosper

Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By:_____

Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: **J. P. Morgan Chase Bank**, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr.

As Assignee of a partnership interest in the Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the transaction herein.

By: _____
Printed Name: _____
Title: _____

By: **GER 1999 Limited Partnership**,
a Texas limited partnership, Its General Partner

By: G. E. Robinson, LLC,
a Texas limited liability company,
Its General Partner

By: _____
J. Oscar Robinson, Manager

_____
Flora Robinson Cosper, individually

[redacted]

GRANTEE:

COUNTY OF WILLIAMSON

By: _____
John Doerfler, County Judge

#131840 v11.doc/090902

By: **GER 1999 Limited Partnership**,
a Texas limited partnership, Its General Partner

By: G. E. Robinson, LLC,
a Texas limited liability company,
Its General Partner

By:_____
J. Oscar Robinson, Manager

Flora Robinson Cosper
Flora Robinson Cosper, individually

[redacted]

GRANTEE:

COUNTY OF WILLIAMSON

By:_____
John Doerfler, County Judge

By: **GER 1999 Limited Partnership,**
a Texas limited partnership, Its General Partner

By: G. E. Robinson, LLC,
a Texas limited liability company,
Its General Partner

By: _____
J. Oscar Robinson, Manager

Flora Robinson Cosper
Flora Robinson Cosper, individually

[redacted]

GRANTEE:

COUNTY OF WILLIAMSON

By: John C. Doerfler 9-11-02
John Doerfler, County Judge

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September, 2002, by A.H. Robinson, III, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of the partnerships.

(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of September, 2002, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of the partnerships.

(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September, 2002, by A.H. Robinson, III, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of the partnership.

(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

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(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September, 2002, by A.H. Robinson, III, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

_____
Notary Public Signature

(seal)

#131840 v11.doc/090902

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of the partnership.

_____
Notary Public Signature

(seal)

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002, by A.H. Robinson, III, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

_____
Notary Public Signature

(seal)

THE STATE OF TEXAS §

COUNTY OF Nueces §

This instrument was acknowledged before me on the 11 day of September, 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

R. PHILLIPS
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-16-2004

_____
Notary Public Signature

(seal)

#131840 v11.doc/090902

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September, 2002, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the trusts and said general partnership.

(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September, 2002, by Thomas Clark, Vice-President of J.P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, on behalf of the trusts and said general partnership.

ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003
(seal)

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of September, 2002, by J. Oscar Robinson, Manager of G. E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, on behalf of the limited liability company, the limited partnership and said general partnership.

ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003
(seal)

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September, 2002, by A.H. Robinson, III, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of September, 2002, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September, 2002, by A.H. Robinson, III, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

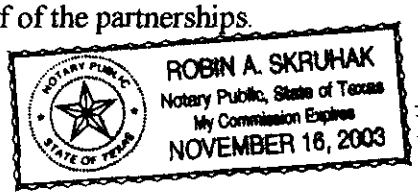
(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of September 2002, by John Oscar Robinson, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

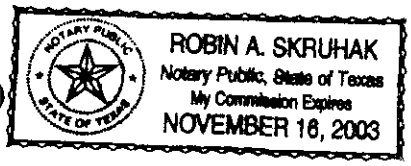
(seal) 

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September 2002, by A.H. Robinson, III, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

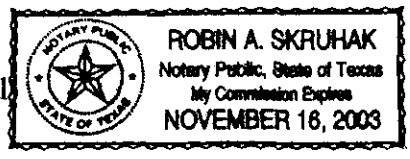
(seal) 

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of September 2002, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

(seal) 

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September, 2002, by A.H. Robinson, III, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, for 304 Joint Venture, a Texas general partnership, on behalf of said trusts.

(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of September, 2002, by John Oscar Robinson, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, for 304 Joint Venture, a Texas general partnership, on behalf of said trusts.

(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September, 2002, by A.H. Robinson, III, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

(seal) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

_____
Notary Public Signature

(seal)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September, 2002, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

(seal)

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of September, 2002, by Thomas Clark, Vice-President of J.P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

(seal)

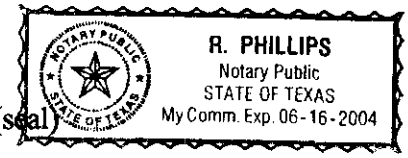
Robin A. Skruhak
Notary Public Signature

#131840 v11.doc/091102

THE STATE OF TEXAS §

COUNTY OF Nueces §

This instrument was acknowledged before me on the 11 day of September, 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.



(seal)

Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.

_____

Notary Public Signature

(seal)

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002, by _____, _____ of J.P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.

_____

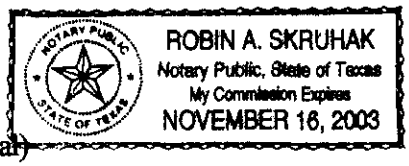
Notary Public Signature

(seal)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of September 2002, by J. Oscar Robinson, Manager of G. E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the limited liability company, the limited partnership and said general partnership.



(seal)

Robin A. Skruhak
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002, by Flora Robinson Cosper, individually.

_____
Notary Public Signature

(seal)

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ___ day of _____, 2002, by John Doerfler, County Judge out of the County of Williamson, State of Texas, on behalf of said County.

_____
Notary Public Signature

(seal)

#131840 v11.doc/091102

This instrument was acknowledged before me on the 11th Day of September, 2002, by John C. Doerfler.

Jane E. Tableriou

Notary Public Signature

JANE E. TABLERIOU
Notary Public, State of Texas
My Commission Expires
April 29, 2006

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002, by J. Oscar Robinson, Manager of G. E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the limited liability company, the limited partnership and said general partnership.

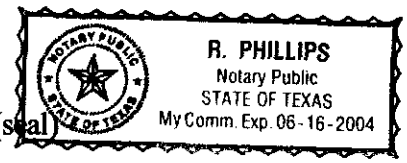
_____
Notary Public Signature

(seal)

THE STATE OF TEXAS §

COUNTY OF Nueces §

This instrument was acknowledged before me on the 11 day of September, 2002, by Flora Robinson Cosper, individually.



(seal)

_____
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2002, by A.H. Robinson, III, individually.

_____
Notary Public Signature

(seal)

County: Williamson
Highway: State Highway 45
Limits: From West of US 183 to FM 685
CSJ: 0683-06-011

Property Description for Parcel 70

Being all that certain 66.810 acre (2,910,244 square feet) tract of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of a called 523.74 acre tract, referred to as Tract 2(A), conveyed to Robinson Ranch (47.414%) per deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.); Robinson 1992 Land Limited Partnership (1.16%) per deed recorded in Volume 2512, Page 394 O.R.W.C.T.; Robinson Land Limited Partnership (32.68%) per deed recorded in Volume 2512, Page 408 O.R.W.C.T.; Robinson 1992 Land Limited Partnership (18.746%) per deed recorded in Volume 2512, Page 425 O.R.W.C.T. Said 66.810 acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

BEGINNING at a Texas Department of Transportation (TxDOT) brass disk in concrete (X= 3,128,365.80, Y=10,147,995.15) set at the intersection of the existing westerly right-of-way line of County Road 172 (120 feet wide) described in dedication deed to Williamson County, Texas recorded in Volume 1130, Page 547 O.R.W.C.T. with the proposed southerly right-of-way line of State Highway 45 (SH 45) at 615.75 feet right of and perpendicular to SH 45 Baseline Station 489+97.39, said point being the most easterly southeast corner of the herein described tract;

THENCE, crossing said 523.74 acre tract and along the proposed southerly right-of-way line of SH 45, the following six courses:

1. North 16°50'56" West, a distance of 111.88 feet to a TxDOT brass disk in concrete set for an angle point;

2. North 12°23'54" West, a distance of 180.70 feet to a TxDOT brass disk in concrete set for an angle point;

3. North 57°23'53" West, a distance of 97.58 feet to a TxDOT brass disk in concrete set for an angle point;

EXHIBIT "A"

4. South 77°36'07" West, a distance of 280.90 feet to a TxDOT brass disk in concrete set for an angle point;

5. South 82°56'26" West, a distance of 585.75 feet to a TxDOT brass disk in concrete set for an angle point;

6. South 77°36'07" West, at a distance of 55.59 feet pass a TxDOT brass disk in concrete set, continuing for a total distance of 896.22 feet to a TxDOT brass disk in concrete set in the proposed easterly right-of-way line of Loop 1;

THENCE, along said proposed easterly right-of-way line of Loop 1, the following seven courses:

7. South 32°36'05" West, a distance of 14.14 feet to a TxDOT brass disk in concrete set for an angle point;

8. South 77°36'07" West, a distance of 127.79 feet to a TxDOT brass disk in concrete set for the beginning of a curve to the left;

9. At an arc distance of 102.47 feet pass a TxDOT brass disk in concrete set at 246.10 feet right of and perpendicular to Loop 1 Baseline PT Station 469+25.70, at an arc distance of 725.19 feet pass a TxDOT brass disk in concrete set at 341.56 feet right of and perpendicular to Loop 1 Baseline PT Station 311+24.50, continuing for a total arc distance of 1,017.66 feet along said curve to the left, with a Radius of 1,248.24 feet, a Delta Angle of 46°42'42", and a Chord Bearing and Distance of South 35°57'54" West, 989.71 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the left;

10. An arc distance of 107.79 feet along said curve to the left, with a Radius of 22,708.31 feet, a Delta Angle of 00°16'19", and a Chord Bearing and Distance of South 07°52'32" East, 107.79 feet to a TxDOT brass disk in concrete set for the end of said curve;

11. South 36°57'17" West, a distance of 14.15 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the left;

12. At an arc distance of 239.71 feet pass a TxDOT brass disk in concrete set, continuing for a total arc distance of 1,295.27 feet along said curve to the left, with a Radius of 22,718.31 feet, a Delta Angle of 03°16'00", and a Chord Bearing and Distance of South 09°40'12" East, 1,295.10 feet to a TxDOT brass disk in concrete set for the end of said curve and the beginning of a non-tangent curve to the left;

13. At an arc distance of 431.34 feet pass a TxDOT brass disk in concrete set, at an arc distance of 470.73 feet pass a ½-inch iron rod with TxDOT aluminum cap set, continuing for a total arc distance of 605.84 feet along said curve to the left, with a Radius of 19,360.50 feet, a Delta Angle of 01°47'35", and a Chord Bearing and Distance of South 12°39'42" East, 605.82 feet to a ½-inch iron rod with TxDOT aluminum cap set at 206.28 feet right of and perpendicular to Loop 1 Baseline Station 288+23.93, being in the south line of said 523.74 acre tract, same being the north line of a called 150.083 acre tract described as Tract I conveyed to Austin White Lime Company by deed recorded in Volume 779, Page 477 O.R.W.C.T. and in Volume 6922, Page 2051 of the Real Property Records of Travis County, Texas and being the most southerly southeast corner of the herein described tract;

14. THENCE, South 67°56'46" West (S70°35'00"W), along the line common to said 523.74 acre tract and said 150.083 acre tract, a distance of 431.80 feet to a ½-iron rod with TxDOT aluminum cap set at 220.04 feet left of and perpendicular to Loop 1 Baseline Station 287+55.38, being in the proposed westerly right-of-way line of Loop 1, being the beginning of a non-tangent curve to the right and being the most southerly southwest corner of the herein described tract;

THENCE, crossing said 523.74 acre tract and along the proposed westerly right-of-way line of Loop 1, the following four courses:

15. At an arc distance of 246.96 feet pass a TxDOT brass disk in concrete set, continuing for a total arc distance of 478.36 feet along said curve to the right, with a Radius of 25,731.50 feet, a Delta Angle of 01°03'55", and a Chord Bearing and Distance of North 11°54'24" West, 478.35 feet to a TxDOT brass disk in concrete set for the end of said curve;

16. North 06°39'13" West, a distance of 183.91 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the right;

17. At an arc distance of 200.60 feet pass a ½-inch iron rod with TxDOT aluminum cap set, at an arc distance of 1,098.71 feet pass a TxDOT brass disk in concrete set, continuing for a total arc distance of 1,638.59 feet along said curve to the right, with a Radius of 23,118.31 feet, a Delta Angle of 04°03'40", and a Chord Bearing and Distance of North 09°20'02" West, 1,638.25 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the left;

18. At an arc distance of 91.99 feet pass a TxDOT brass disk in concrete set at 218.43 feet left of and perpendicular to Loop 1 Baseline PT Station 311+24.50, continuing for a total arc distance of 831.78 feet along said curve to the left, with a Radius of 1,248.24 feet, a Delta Angle of 38°10'47", and a Chord Bearing and Distance of North 35°43'52" West, 816.48

feet to a TxDOT brass disk in concrete set in the proposed southerly right-of-way line of SH 45 and being the beginning of a non-tangent curve to the right;

THENCE, along the proposed southerly right-of-way line of SH 45, the following two courses:

19. An arc distance of 195.98 feet along said curve to the right, with a Radius of 2,887.79 feet, a Delta Angle of 03°53'18", and a Chord Bearing and Distance of North 80°09'59" West, 195.94 feet to a TxDOT brass disk in concrete set for the end of said curve;

20. South 64°54'00" West, a distance of 60.00 feet to a TxDOT brass disk in concrete set at 285.28 feet right of and perpendicular to SH 45 Baseline Station 453+98.60, being in the northwesterly line of said 523.74 acre tract, being also in the southeasterly line of a Union Pacific Railroad Company right-of-way and being the most westerly southwest corner of the herein described tract, from which a ½-inch iron rod found for the most westerly northwest corner of a called 11.431 acre tract conveyed to Haynes Cosper, et ux by deed recorded in Volume 936, Page 791 O.R.W.C.T. bears South 27°51'48" West (S30°10'00"W), 1,176.47 feet;

21. THENCE, North 27°51'48" East (N30°10'00"E), along the northwesterly line of said 523.74 acre tract and the southeasterly line of said Union Pacific Railroad Company tract, a distance of 603.00 feet to a TxDOT brass disk in concrete set in the proposed northerly right-of-way line of SH 45 at 307.03 feet left of and perpendicular to SH 45 Baseline Station 455+12.65, and being the northwest corner of the herein described tract

THENCE, crossing said 523.74 acre tract and along the proposed northerly right-of-way line of SH 45, the following twelve courses:

22. South 21°12'48" East, a distance of 60.00 feet to a TxDOT brass disk in concrete set for an angle point;

23. South 70°16'48" East, a distance of 185.37 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the left;

24. An arc distance of 454.29 feet along said curve to the left, with a Radius of 1,409.40 feet, a Delta Angle of 18°28'06", and a Chord Bearing and Distance of South 79°30'51" East, 452.33 feet to a TxDOT brass disk in concrete set for the beginning of a compound curve to the left;

25. An arc distance of 38.52 feet along said curve to the left, with a Radius of 2,661.79 feet, a Delta Angle of 00°49'45", and a Chord Bearing and Distance of South 89°09'46" East, 38.52 feet to a TxDOT brass disk in concrete set for the end of said curve;

26. South 00°25'33" West, 2.99 feet to a TxDOT brass disk in concrete set for the beginning of a curve to the left;

27. An arc distance of 596.34 feet along said curve to the left, with a Radius of 2,665.00 feet, a Delta Angle of 12°49'16", and a Chord Bearing and Distance of North 84°00'45" East, 595.10 feet to a TxDOT brass disk in concrete set for the end of said curve;

28. North 77°36'07" East, at a distance of 1,074.24 feet pass a TxDOT brass disk in concrete set, continuing for a total distance of 1,624.24 feet to a TxDOT brass disk in concrete set for an angle point;

29. North 73°01'41" East, a distance of 150.48 feet to a TxDOT brass disk in concrete set for an angle point;

30. North 77°36'07" East, a distance of 230.14 feet to a TxDOT brass disk in concrete set for an angle point;

31. North 34°02'26" East, a distance of 82.54 feet to a TxDOT brass disk in concrete set for an angle point and the beginning of a non-tangent curve to the right;

32. An arc distance of 127.20 feet along said curve to the right, with a Radius of 3,080.47 feet, a Delta Angle of 02°21'57", and a Chord Bearing and Distance of North 09°35'18" West, 127.19 feet to a TxDOT brass disk in concrete set for the end of said curve;

33. North 01°08'44" West, a distance of 106.83 feet to a TxDOT brass disk in concrete set in the existing westerly right-of-way line of said County Road 172 and the easterly line of said 523.74 acre tract, at 500.70 feet left of and perpendicular to SH 45 Baseline Station 490+17.03, being in the arc of a non-tangent curve to the left and being the northeast corner of the herein described tract;

THENCE, along the existing westerly right-of-way line of said County Road 172 and the easterly line of said 523.74 acre tract, the following three courses:

34. An arc distance of 419.36 feet along said curve to the left, with a Radius of 3,720.44 feet, a Delta Angle of 06°27'29", and a Chord Bearing and Distance of South 09°22'21" East, 419.13 feet to a ½-inch iron rod with TxDOT aluminum cap set for the end of said curve;

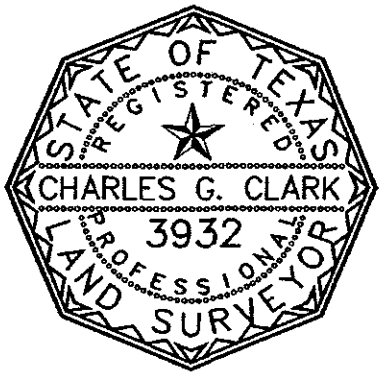
35. South 12°36'06" East (S10°49'30" E), a distance of 694.42 feet to a ½-inch iron rod with TxDOT aluminum cap set for the beginning of a tangent curve to the left;

36. An arc distance of 3.48 feet along said curve to the left, with a Radius of 2,060.00 feet, a Delta Angle of 00°05'48", and a Chord Bearing and Distance of South 12°39'28" East, 3.48 feet to the **POINT OF BEGINNING** and containing a computed area of 66.810 acres (2,910,244 square feet) of land, more or less.

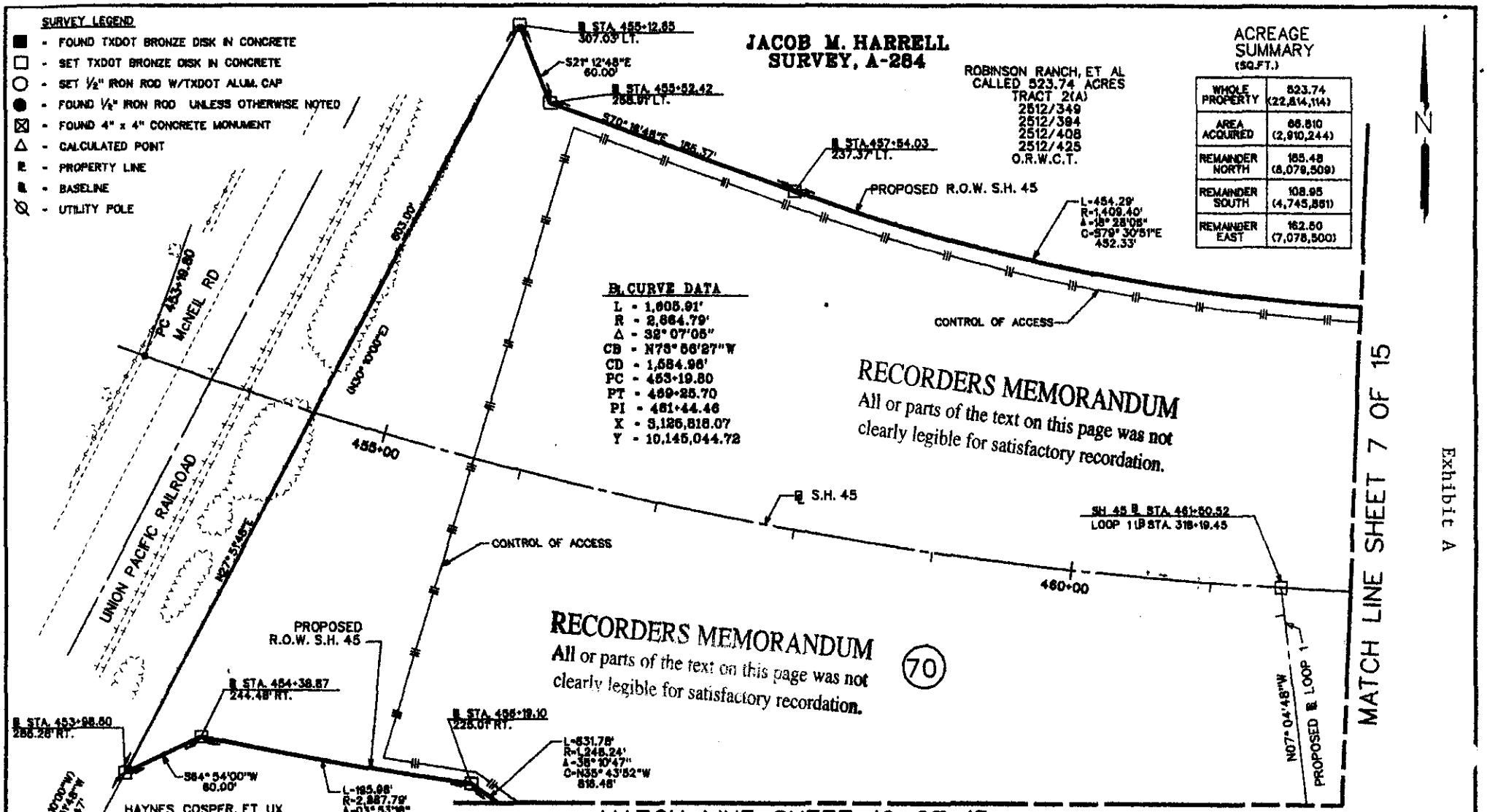
This Metes and Bounds description is accompanied by a separate plat.
Calls in parenthesis denote record information.
The proposed baseline information recited herein is per a design schematic provided by Turner Collie and Braden, Inc.

Charles G. Clark 11/19/01

Charles G. Clark
Registered Professional Land Surveyor
Texas Registration Number 3932



SURVCON INC.
5316 Highway 290, Suite 480
Austin, Texas 78735
(512) 899-8282
November 19, 2001



NOTES:

1. BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY NOT INCLUDE EASEMENTS AND INFORMATION PERTAINING TO THESE TRACTS. RECORD INFORMATION SHOWN ON THIS MAP IS BASED ON PUBLIC RECORD INFORMATION. THE SURVEYOR HAS NOT ABSTRACTED THESE TRACTS.
3. THE BASELINE SHOWN HEREON IS PER A DESIGN SCHEMATIC FILE PROVIDED BY TURNER, COLLIE AND BRADEN, INC.
4. D.E. INDICATES DRAINAGE EASEMENT
5. P.U.E. INDICATES PUBLIC UTILITY EASEMENT
6. O.R.W.C.T. INDICATES OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
7. W.C.P.R. INDICATES WILLIAMSON COUNTY PLAT RECORDS
8. W.C.D.R. INDICATES WILLIAMSON COUNTY DEED RECORDS
9. R.P.R.T.C.T. INDICATES REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
10. T.C.P.R. INDICATES TRAVIS COUNTY PLAT RECORDS
11. T.C.D.R. INDICATES TRAVIS COUNTY DEED RECORDS

STATE OF TEXAS REGISTERED CHARLES G. CLARK 3932 PROFESSIONAL LAND SURVEYOR

DATE: 11/19/01

CHARLES G. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3932

S.H.45
PARCEL PLAT
FOR PARCEL 70
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH, ET AL

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TEXAS 78701
TELEPHONE (512) 457-7870, FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: NOV 2001	F.B. #: HWY 45
DRAWN BY: DT	CAD FILE: par70sht-1
CHECKED BY: CGC	SHEET 6 OF 15

11/21/01 10:07:36 AM
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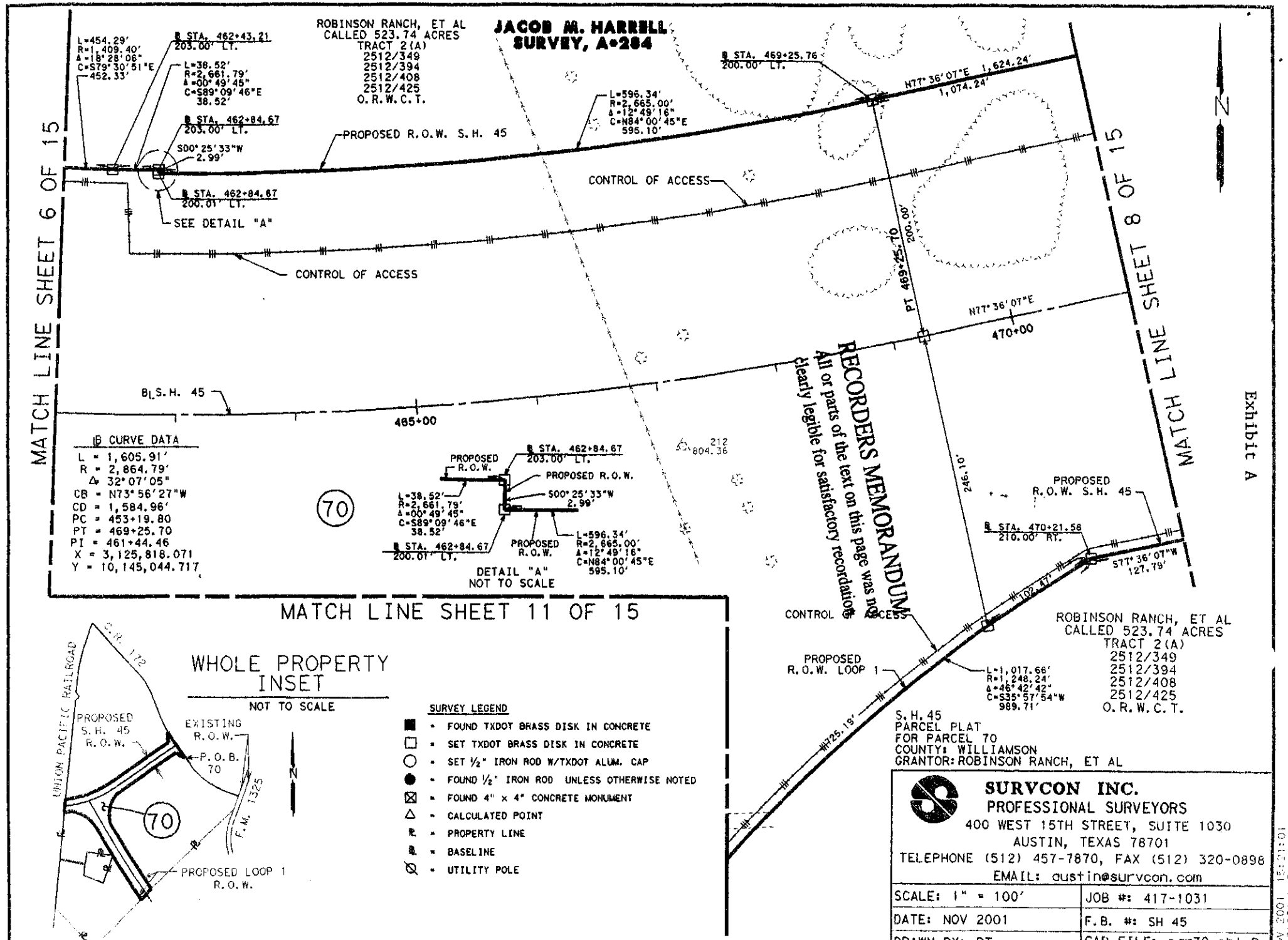

S.H. 45
PARCEL PLAT
FOR PARCEL 70
COUNTY: WILLIAMSON
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SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TEXAS 78701
TELEPHONE (512) 457-7870, FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: NOV 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: par70-sht-2
CHECKED BY: CGC	SHEET 7 OF 15

20 NOV 2001 15:21:01
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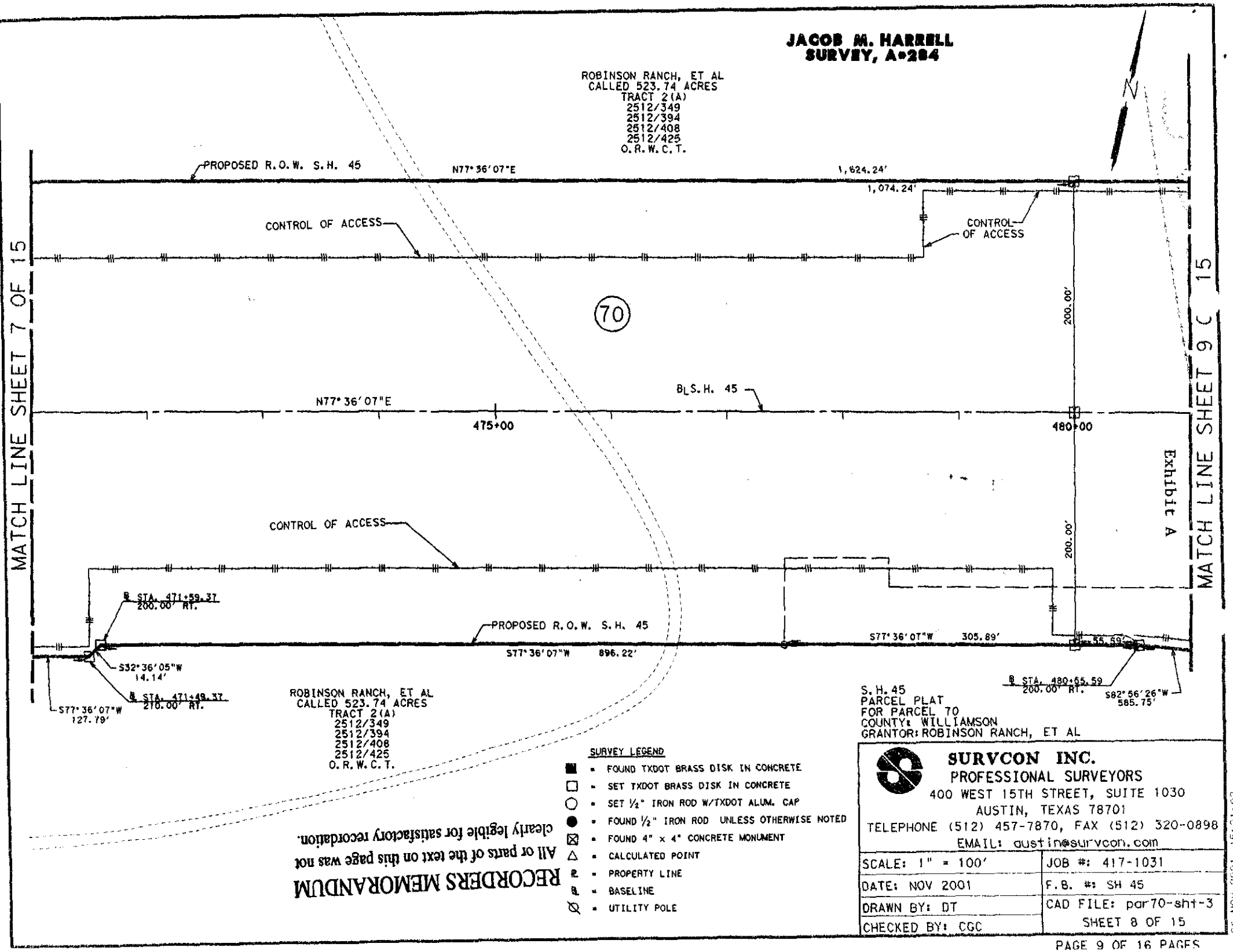

RECORDERS MEMORANDUM
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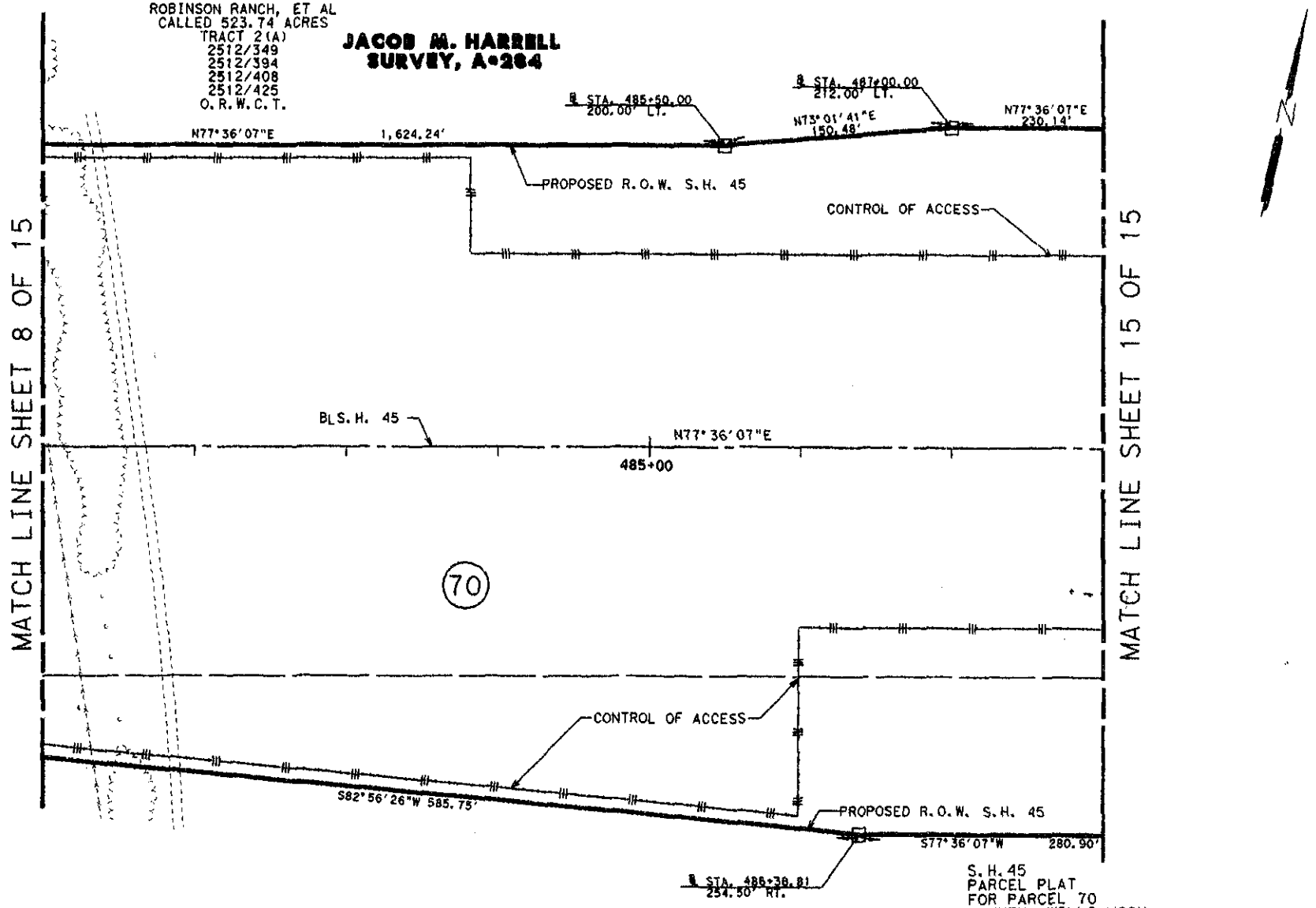

Exhibit A

S.H. 45
PARCEL PLAT
FOR PARCEL 70
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH, ET AL

SURVEY LEGEND

- ■ - FOUND TXDOT BRASS DISK IN CONCRETE
- □ - SET TXDOT BRASS DISK IN CONCRETE
- ○ - SET ½" IRON ROD W/TXDOT ALUM. CAP
- ● - FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ - FOUND 4" x 4" CONCRETE MONUMENT
- △ - CALCULATED POINT
- ℄ - PROPERTY LINE
- ℄ - BASELINE
- ⊘ - UTILITY POLE

ROBINSON RANCH, ET AL
CALLED 523.74 ACRES
TRACT 2(A)
2512/349
2512/394
2512/408
2512/425
O.R.W.C.T.

RECORDERS MEMORANDUM
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SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TEXAS 78701
TELEPHONE (512) 457-7870, FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: NOV 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: par70-sht4
CHECKED BY: MAR	SHEET 9 OF 15

20 NOV 2001 15:21:02
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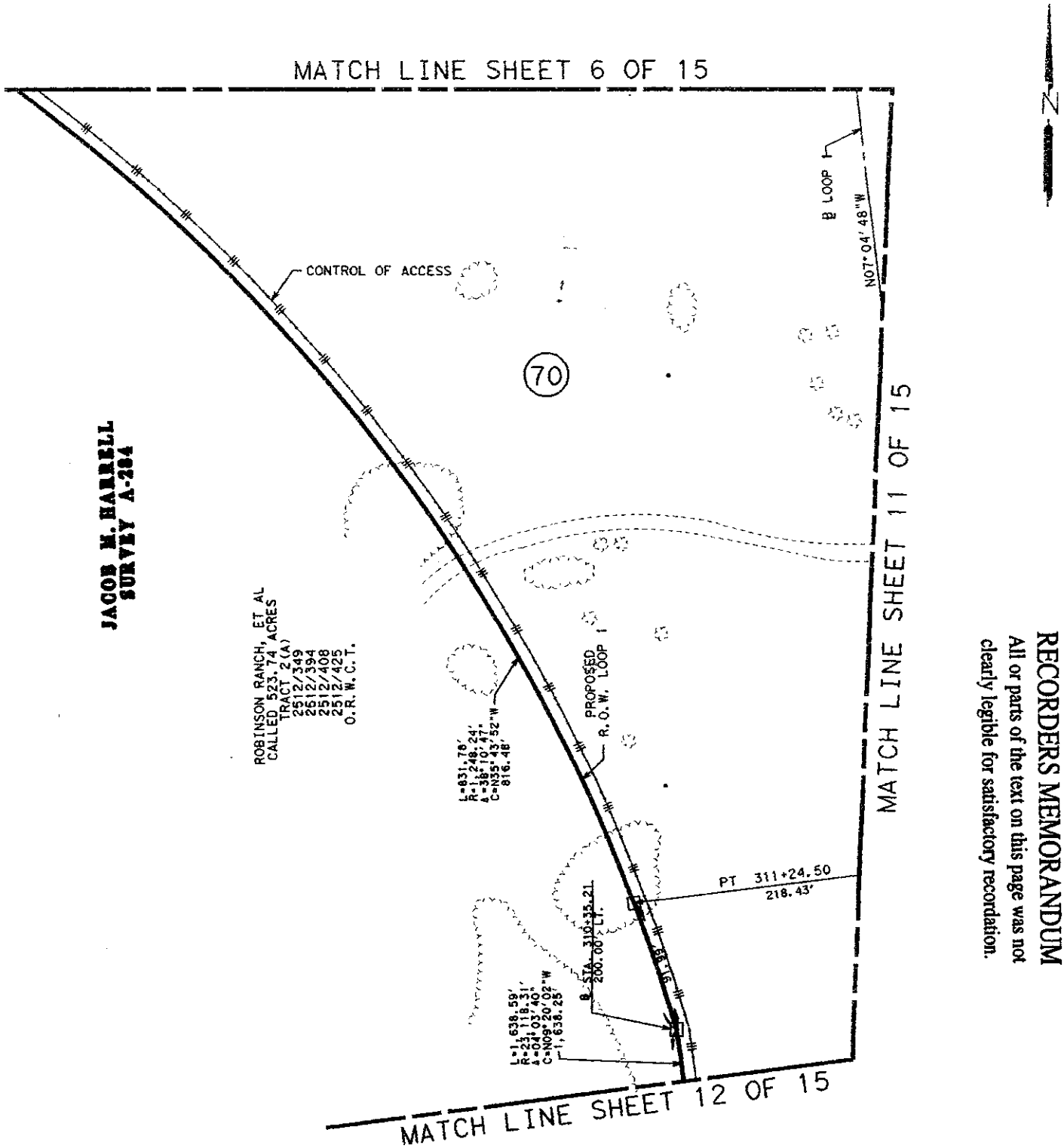
Exhibit A



RECORDERS MEMORANDUM
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SURVEY LEGEND
- ■ = FOUND TXDOT BRASS DISK IN CONCRETE
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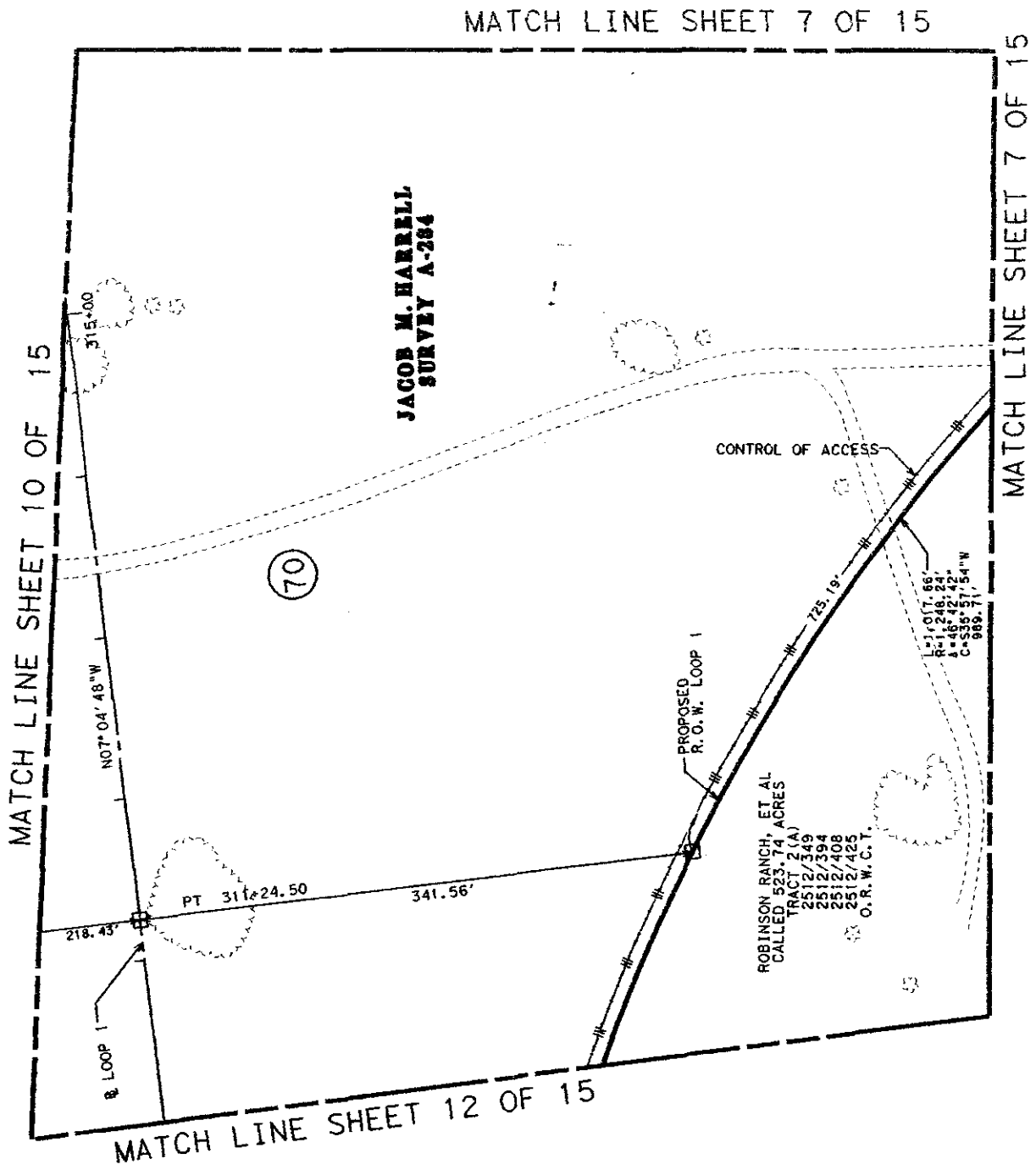
S.H. 45
PARCEL PLAT
FOR PARCEL 70
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH, ET AL

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TEXAS 78701
TELEPHONE (512) 457-7870, FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: NOV 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: par70-sht-5
CHECKED BY: CGC	SHEET 10 OF 15

20 NOV 2001 15:21:03

Exhibit A



RECORDERS MEMORANDUM
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SURVEY LEGEND

- ■ = FOUND TXDOT BRASS DISK IN CONCRETE
- □ = SET TXDOT BRASS DISK IN CONCRETE
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- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℄ = PROPERTY LINE
- ℄ = BASELINE
- ⊗ = UTILITY POLE

S.H. 45
PARCEL PLAT
FOR PARCEL 70
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH, ET AL

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PROFESSIONAL SURVEYORS
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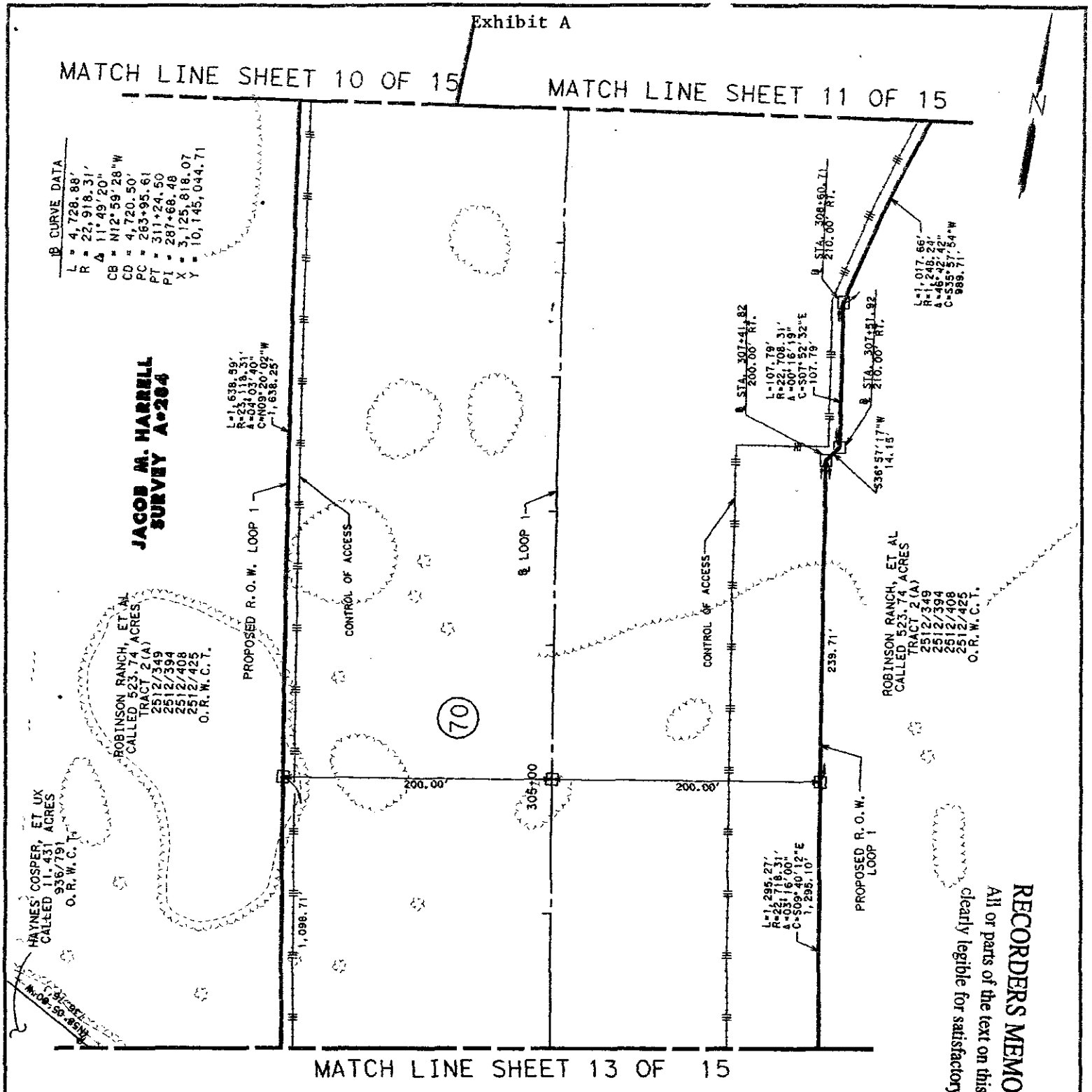
AUSTIN, TEXAS 78701
TELEPHONE (512) 457-7870, FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: NOV 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: par70-sht-6
CHECKED BY: CGC	SHEET 11 OF 15

20 NOV 2001 15:21:04

Exhibit A



RECORDERS MEMORANDUM
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S.H. 45
PARCEL PLAT
FOR PARCEL 70
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH, ET AL

SURVEY LEGEND
- ■ = FOUND TXDOT BRASS DISK IN CONCRETE
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- △ = CALCULATED POINT
- PL = PROPERTY LINE
- ℄ = BASELINE
- ⌀ = UTILITY POLE

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TEXAS 78701
TELEPHONE (512) 457-7870, FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: NOV 2001	F.B. #: SH 45
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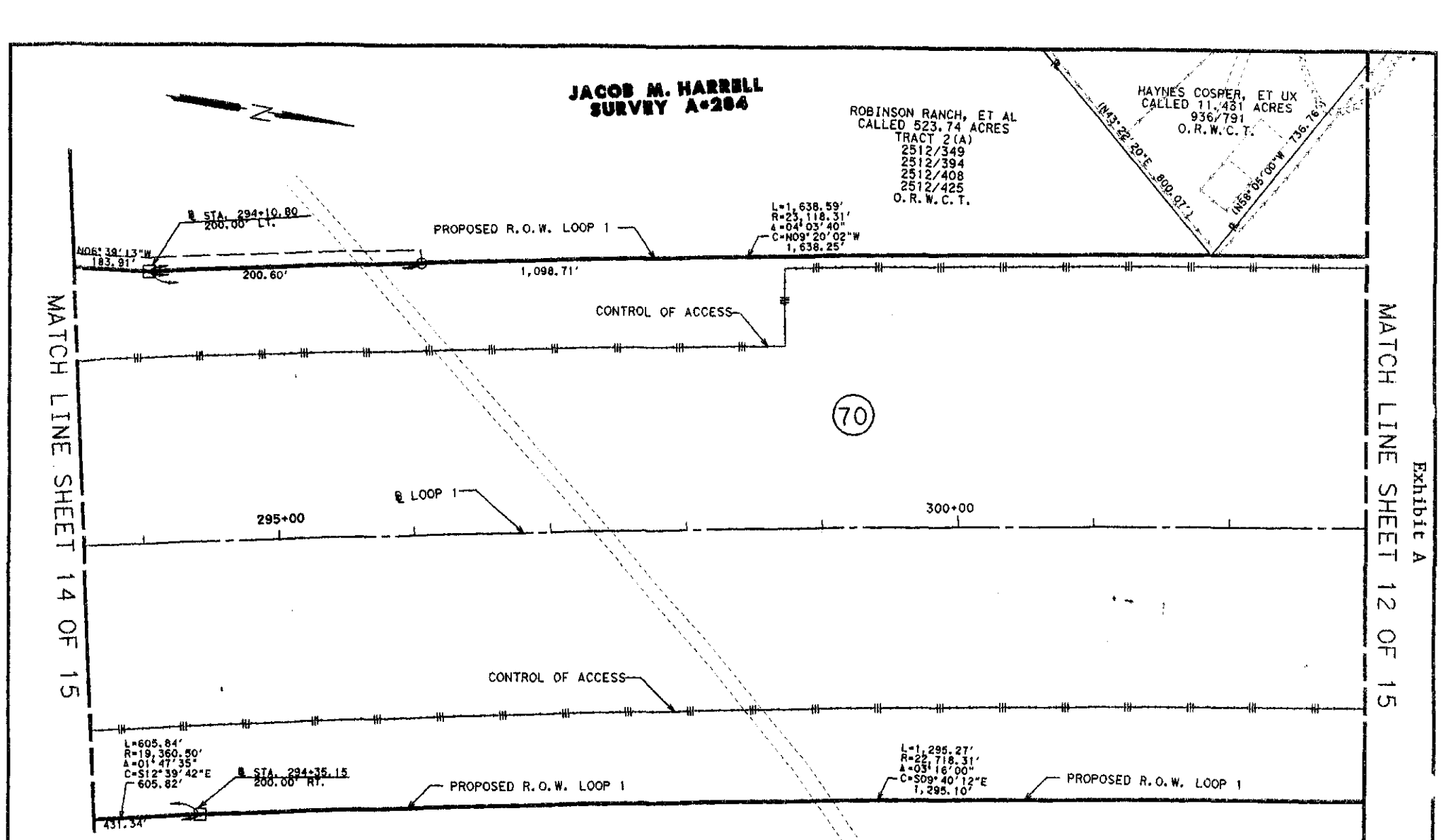

SURVEY LEGEND

- ■ = FOUND TXDOT BRASS DISK IN CONCRETE
- □ = SET TXDOT BRASS DISK IN CONCRETE
- ○ = SET ½" IRON ROD W/TXDOT ALUM. CAP
- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℞ = PROPERTY LINE
- ℄ = BASELINE
- ⌀ = UTILITY POLE

℄ CURVE DATA

L	= 4,728.88'
R	= 22,918.31'
Δ	= 11°49'20"
CB	= N12°59'28"W
CD	= 4,720.50'
PC	= 263+95.61
PT	= 311+24.50
PI	= 287+68.48
X	= 3,125,818.07
Y	= 10,145,044.72

ROBINSON RANCH, ET AL
CALLED 523.74 ACRES
TRACT 2(A)
2512/349
2512/394
2512/408
2512/425
O.R.W.C.T.

RECORDERS MEMORANDUM
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S.H. 45
PARCEL PLAT
FOR PARCEL 70
COUNTY: WILLIAMSON
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SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TEXAS 78701
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EMAIL: dustin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: NOV 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: par70-sht-8
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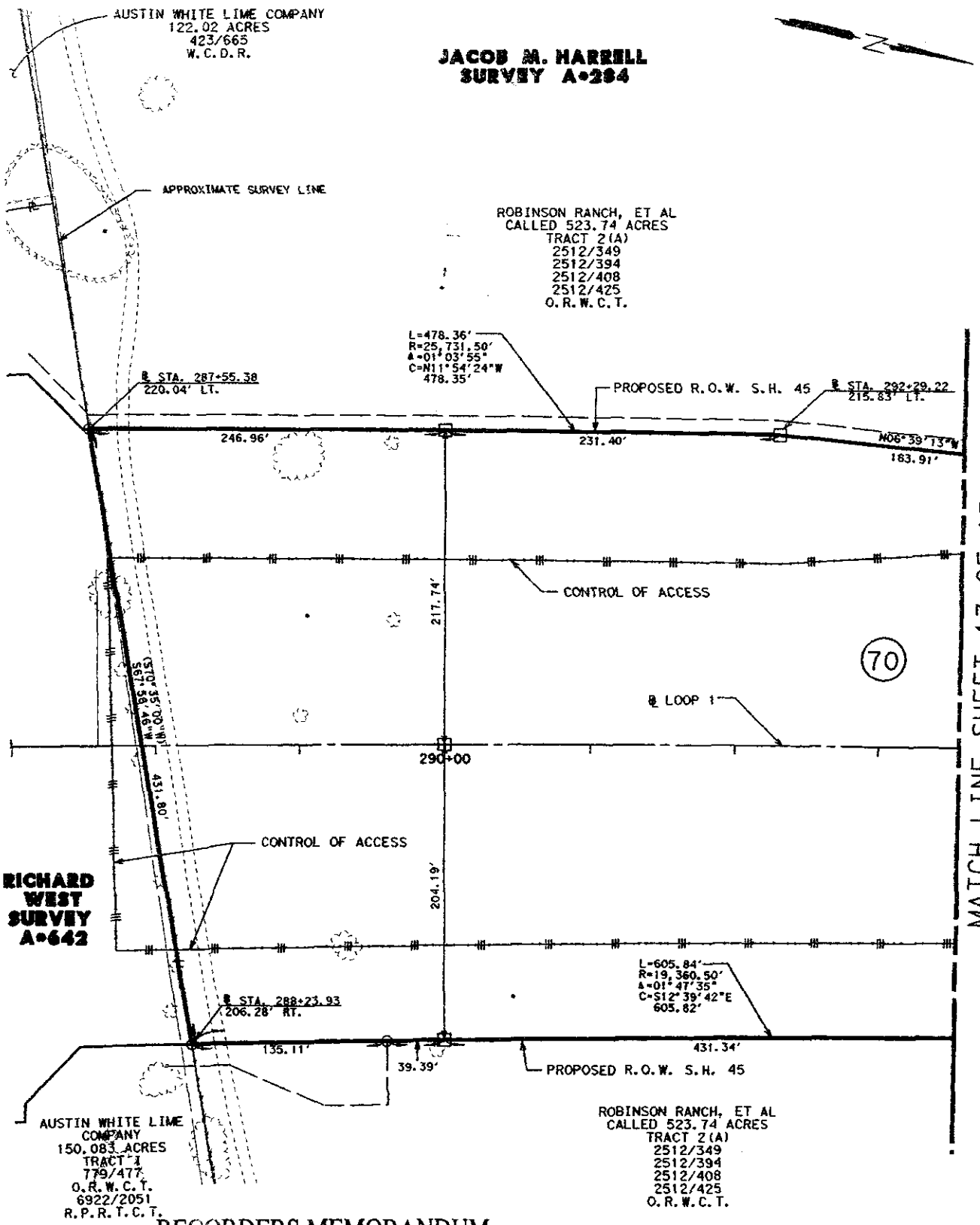
Exhibit A



RECORDERS MEMORANDUM

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400 WEST 15TH STREET, SUITE 1030
AUSTIN, TEXAS 78701
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EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: NOV 2001	F.B. #: SH 45
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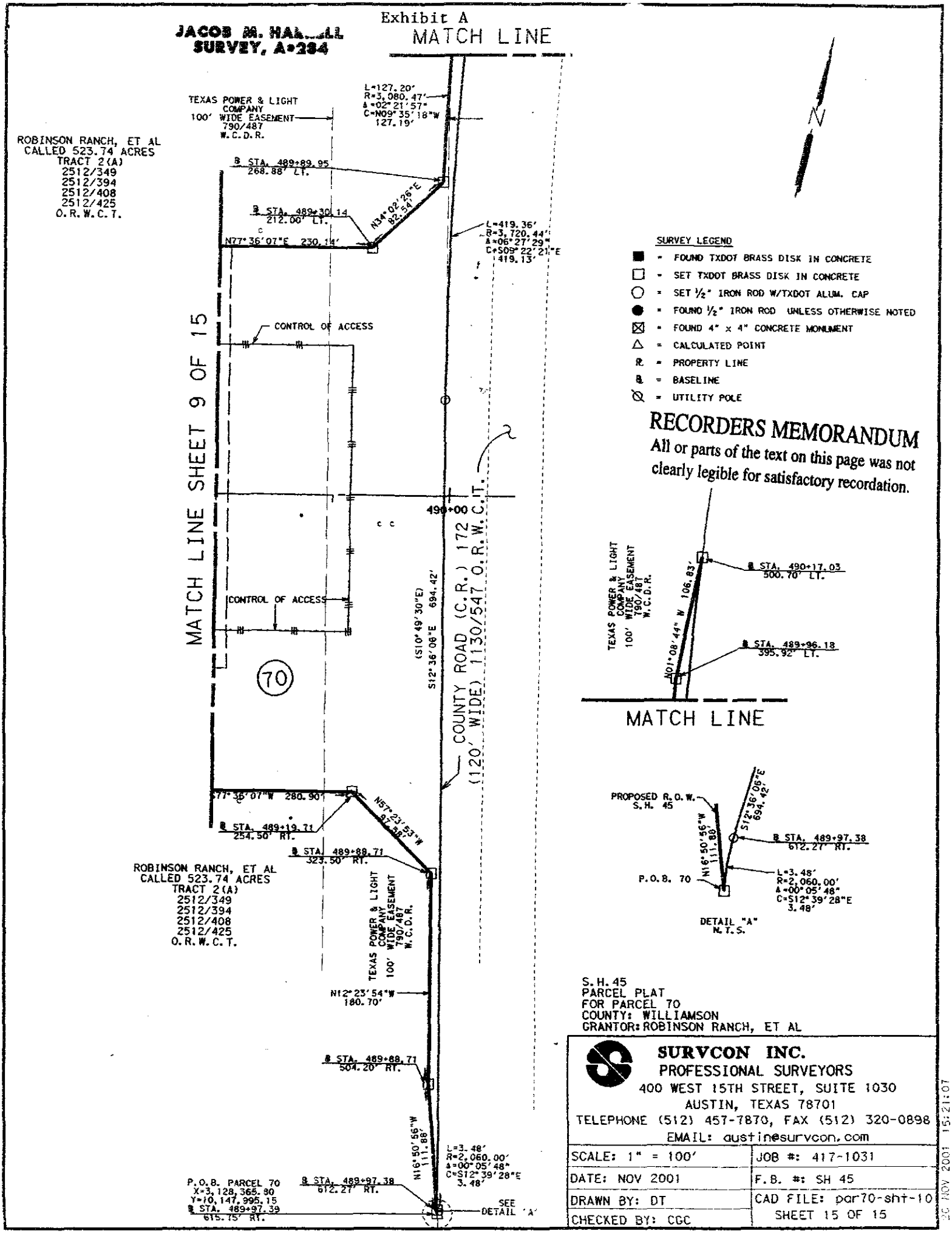
Exhibit A



S.H. 45
PARCEL PLAT
FOR PARCEL 70
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH, ET AL

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TEXAS 78701
TELEPHONE (512) 457-7870, FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: NOV 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: par70-sht-10
CHECKED BY: CGC	SHEET 15 OF 15

26 NOV 2001 15:21:07

Exhibit A

Project Name: 417658neil
Alignment Name: **parcel70**
Alignment Description:
Alignment Preference: default

Bearing	Distance	Type	Northing (Y)	Easting (X)
		POB	10147995.1488	3128365.8031
N 16^50'56.00" W	111.8831			
		PI	10148102.2290	3128333.3740
N 12^23'54.00" W	180.6990			
		PI	10148278.7139	3128294.5767
N 57^23'53.00" W	97.5812			
		PI	10148331.2906	3128212.3709
S 77^36'07.00" W	280.9007			
		PI	10148270.9806	3127938.0209
S 82^56'26.00" W	585.7547			
		PI	10148198.9919	3127356.7067
S 77^36'06.90" W	896.2230			
		PI	10148006.5705	3126481.3841
S 32^36'05.00" W	14.1420			
		PI	10147994.6567	3126473.7645
S 77^36'06.90" W	127.7902			
		PC	10147967.2198	3126348.9545
Delta: 46^42'42.23"				
Radius: -1248.2400				
Arc: 1017.6570				
Chord: 989.7066	S 35^57'54.48" W			
Tangent: 539.0205				
N 30^40'44.40" W = Radial In				
Radius Point:		CC	10146893.6843	3126985.8412
N 77^23'26.63" W = Radial Out				
		PCC	10147166.1765	3125767.7069
Delta: 0^16'19.06"				
Radius: -22708.3100				
Arc: 107.7874				
Chord: 107.7873	S 7^52'31.94" E			
Tangent: 53.8938				
S 82^15'37.61" W = Radial In				
Radius Point:		CC	10150224.3106	3148269.1549
S 81^59'18.55" W = Radial Out				
		PT	10147059.4059	3125782.4761
S 36^57'17.00" W	14.1479			
		PC	10147048.1001	3125773.9706
Delta: 3^16'00.06"				
Radius: -22718.3100				
Arc: 1295.2705				
Chord: 1295.0951	S 9^40'12.38" E			

Tangent: 647.8108

S 81^57'47.65" W = Radial In

Radius Point: CC 10150224.3128 3148269.1541

S 78^41'47.59" W = Radial Out

PCC 10145771.4067 3125991.5143

Delta: 1^47'34.60"
Radius: -19360.5000
Arc: 605.8439
Chord: 605.8191 S 12^39'42.10" E
Tangent: 302.9466

S 78^14'05.20" W = Radial In

Radius Point: CC 10149719.0489 3144945.2760

S 76^26'30.60" W = Radial Out

PT 10145180.3203 3126124.3062

S 67^56'46.00" W 431.7972

PC 10145018.1897 3125724.1031

Delta: 1^03'54.54"
Radius: 25731.5000
Arc: 478.3580
Chord: 478.3511 N 11^54'24.27" W
Tangent: 239.1859

S 77^33'38.46" W = Radial In

Radius Point: CC 10150560.8955 3150851.5483

S 78^37'33.00" W = Radial Out

PT 10145486.2490 3125625.4100

N 6^39'12.97" W 183.9075

PC 10145668.9178 3125604.1013

Delta: 4^03'39.74"
Radius: 23118.3100
Arc: 1638.5916
Chord: 1638.2486 N 9^20'01.70" W
Tangent: 819.6390

S 78^38'08.43" W = Radial In

Radius Point: CC 10150224.3106 3148269.1549

S 82^41'48.17" W = Radial Out

PRC 10147285.4763 3125338.4002

Delta: 38^10'47.09"
Radius: -1248.2408
Arc: 831.7806
Chord: 816.4765 N 35^43'52.40" W
Tangent: 431.9951

Exhibit A

N 73^21'30.75" E = Radial In

Radius Point: CC 10146928.0032 3124142.4420

N 35^10'43.66" E = Radial Out

PRC 10147948.2637 3124861.5912

Delta: 3^53'17.94"
Radius: 2887.7890
Arc: 195.9767
Chord: 195.9391 N 80^09'59.10" W
Tangent: 98.0260

S 7^53'21.93" W = Radial In

Radius Point: CC 10150808.7193 3125257.9741

S 11^46'39.87" W = Radial Out

PT 10147981.7276 3124668.5309

S 64^54'00.07" W 59.9996

PI 10147956.2758 3124614.1971

N 27^51'47.56" E 603.0000

PI 10148489.3675 3124896.0165

S 21^12'47.99" E 60.0000

PI 10148433.4331 3124917.7270

S 70^16'47.94" E 185.3690

PC 10148370.8852 3125092.2246

Delta: 18^28'05.75"
Radius: -1409.3950
Arc: 454.2931
Chord: 452.3290 S 79^30'50.82" E
Tangent: 229.1339

S 19^43'12.06" W = Radial In

Radius Point: CC 10149697.6230 3125567.7885

S 1^15'06.31" W = Radial Out

PCC 10148288.5643 3125536.9996

Delta: 0^49'44.75"
Radius: -2661.7890
Arc: 38.5174
Chord: 38.5170 S 89^09'46.07" E
Tangent: 19.2590

S 1^15'06.31" W = Radial In

Radius Point: CC 10150949.7181 3125595.1476

S 0^25'21.56" W = Radial Out

PT 10148288.0015 3125575.5125

S 0^25'33.28" W 2.9921

PC 10148285.0096 3125575.4903

Delta: 12^49'15.49"
Radius: -2665.0001
Arc: 596.3422
Chord: 595.0988 N 84^00'44.75" E
Tangent: 299.4215

S 0^25'22.40" W = Radial In

Radius Point: CC 10150949.9370 3125595.1599

S 12^23'53.10" E = Radial Out

PT 10148347.0859 3126167.3425

N 77^36'06.90" E 1624.2430

PI 10148695.8151 3127753.7072

N 73^01'41.00" E 150.4774

PI 10148739.7400 3127897.6310

N 77^36'07.00" E 230.1352

PI 10148789.1505 3128122.3993

N 34^02'26.00" E 82.5389

PC 10148857.5457 3128168.6029

Delta: 2^21'57.25"
Radius: 3080.4700
Arc: 127.2012
Chord: 127.1922 N 9^35'17.62" W
Tangent: 63.6096

S 79^13'43.75" W = Radial In

Radius Point: CC 10149433.2461 3131194.7993

S 81^35'41.00" W = Radial Out

PT 10148982.9610 3128147.4170

N 1^08'44.00" W 106.8308

PC 10149089.7705 3128145.2812

Delta: 6^27'29.46"
Radius: -3720.4436
Arc: 419.3555
Chord: 419.1336 S 9^22'21.27" E
Tangent: 209.9000

S 83^51'23.46" W = Radial In

Radius Point: CC 10149487.9275 3131844.3583

S 77^23'54.00" W = Radial Out

PT 10148676.2322 3128213.5387

S 12^36'06.00" E 694.4164

PC 10147998.5441 3128365.0406

Delta: 0^05'48.43"
Radius: -2060.0000
Arc: 3.4798
Chord: 3.4798 S 12^39'28.22" E
Tangent: 1.7399

Exhibit A

S 77^23'26.00" W = Radial In

Radius Point: CC 10148448.2505 3130375.3550

S 77^17'37.57" W = Radial Out

Lot	Area (sq ft)	Area (acres)	Comments
parcel70	2910222.8838	66.8095	

Offset Point	Baseline Station	Offset	Offset Point Northing	Offset Point Easting	Offset Point Elevation
25348	a 489+97.39	615.7450	10147995.1488	3128365.8031	0.0000
25340	a 489+88.71	504.1994	10148102.2290	3128333.3740	0.0000
25403	a 489+88.71	323.5003	10148278.7139	3128294.5767	0.0000
25402	a 489+19.71	254.4999	10148331.2906	3128212.3709	0.0000
25256	a 486+38.81	254.4998	10148270.9806	3127938.0209	0.0000
25401	a 480+55.59	200.0000	10148198.9919	3127356.7067	0.0000
25273	a 471+59.37	200.0000	10148006.5705	3126481.3841	0.0000
25279	a 471+49.37	210.0000	10147994.6567	3126473.7645	0.0000
25277	a 470+21.58	210.0000	10147967.2198	3126348.9545	0.0000
25292	a 464+36.36	922.6853	10147166.1765	3125767.7069	0.0000
25307	a 464+43.64	1030.0305	10147059.4059	3125782.4761	0.0000
25201	a 464+37.01	1040.9246	10147048.1001	3125773.9706	0.0000
25202	a 465+24.65	2328.6696	10145771.4067	3125991.5143	0.0000
25220	a 465+67.82	2928.8244	10145180.3203	3126124.3062	0.0000
25265	a 463+68.07	3068.1407	10145018.1897	3125724.1031	0.0000
25262	a 463+21.67	2598.7636	10145486.2490	3125625.4100	0.0000
25237	a 463+10.66	2416.0186	10145668.9178	3125604.1013	0.0000
25234	a 461+05.39	808.4364	10147285.4763	3125338.4002	0.0000
40844	a 456+19.10	225.0056	10147948.2637	3124861.5912	0.0000
40843	a 454+38.87	244.4848	10147981.7276	3124668.5309	0.0000
40845	a 453+98.60	285.2837	10147956.2758	3124614.1971	0.0000
40856	a 455+12.65	-307.0348	10148489.3675	3124896.0165	0.0000
40847	a 455+52.42	-258.9137	10148433.4331	3124917.7270	0.0000
40848	a 457+54.03	-237.3742	10148370.8852	3125092.2246	0.0000
40850	a 462+43.21	-203.0004	10148288.5643	3125536.9996	0.0000
40852	a 462+84.67	-203.0004	10148288.0015	3125575.5125	0.0000
40853	a 462+84.67	-200.0083	10148285.0096	3125575.4903	0.0000
40854	a 469+25.76	-200.0000	10148347.0859	3126167.3425	0.0000
25405	a 485+50.00	-200.0000	10148695.8151	3127753.7072	0.0000
25270	a 487+00.00	-211.9997	10148739.7400	3127897.6310	0.0000
25404	a 489+30.14	-211.9996	10148789.1505	3128122.3993	0.0000
25339	a 489+89.95	-268.8797	10148857.5457	3128168.6029	0.0000
25334	a 489+96.18	-395.9189	10148982.9610	3128147.4170	0.0000
25337	a 490+17.03	-500.6961	10149089.7705	3128145.2812	0.0000
25335	a 489+94.91	-82.1468	10148676.2322	3128213.5387	0.0000
25344	a 489+97.38	612.2652	10147998.5441	3128365.0406	0.0000
25348	a 489+97.39	615.7450	10147995.1488	3128365.8031	0.0000

County: Williamson
Highway: State Highway 45
Limits: From West of US 183 to FM 685
CSJ:

Property Description for Parcel 70E

Being all that certain 4.034 acre (175,721 square feet) tract of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of a called 523.74 acre tract, referred to as Tract 2(A), conveyed to Robinson Ranch (47.414%) per deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.); Robinson 1992 Land Limited Partnership (1.16%) per deed recorded in Volume 2512, Page 394 O.R.W.C.T.; Robinson Land Limited Partnership (32.68%) per deed recorded in Volume 2512, Page 408 O.R.W.C.T.; Robinson 1992 Land Limited Partnership (18.746%) per deed recorded in Volume 2512, Page 425 O.R.W.C.T. Said 4.034 acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

BEGINNING at a Texas Department of Transportation (TxDOT) brass disk in concrete (X= 3,128,365.80, Y=10,147,995.15) set at the intersection of the existing westerly right-of-way line of County Road 172 (120 feet wide) described in dedication deed to Williamson County, Texas recorded in Volume 1130, Page 547 O.R.W.C.T. and the proposed southerly right-of-way line of State Highway 45 (SH 45) at 615.75 feet right of and perpendicular to SH 45 Baseline Station 489+97.39, said point being the most easterly southeast corner of the herein described tract;

THENCE, crossing said 523.74 acre tract and along the proposed southerly right-of-way line of SH 45, the following six courses:

1. North 16°50'56" West, a distance of 111.88 feet to a TxDOT brass disk in concrete set for an angle point;

2. North 12°23'54" West, a distance of 180.70 feet to a TxDOT brass disk in concrete set for an angle point;

3. North 57°23'53" West, a distance of 97.58 feet to a TxDOT brass disk in concrete set for an angle point;

4. South 77°36'07" West, a distance of 280.90 feet to a TxDOT brass disk in concrete set for an angle point;

5. South 82°56'26" West, a distance of 585.75 feet to a TxDOT brass disk in concrete set for an angle point;

EXHIBIT "B"

6. South 77°36'07" West, a distance of 305.89 feet to a ½-inch iron rod with TxDOT aluminum cap set at 200.00 feet right of and perpendicular to SH 45 Baseline Station 477+49.71 for the most westerly southwest corner of the herein described tract;

THENCE, departing said proposed southerly right-of-way line of SH 45 and crossing said 523.74 acre tract, the following five courses:

7. North 12°23'53" West, a distance of 75.00 feet to a ½-inch iron rod with TxDOT aluminum cap set for an angle point;

8. North 77°36'07" East, a distance of 90.00 feet to a ½-inch iron rod with TxDOT aluminum cap set for an angle point;

9. South 12°23'53" East, a distance of 25.00 feet to a ½-inch iron rod with TxDOT aluminum cap set for an angle point;

10. North 77°36'07" East, a distance of 971.02 feet to a ½-inch iron rod with TxDOT aluminum cap set for an angle point;

11. North 12°36'06" West, a distance of 362.00 feet to a ½-inch iron rod with TxDOT aluminum cap set at 212.00 feet left of and perpendicular to SH 45 Baseline Station 488+09.45 in the proposed northerly right-of-way line of SH 45;

THENCE, along the proposed northerly right-of-way line of SH 45, the following four courses:

12. North 77°36'07" East, a distance of 120.69 feet to a TxDOT brass disk in concrete set for an angle point;

13. North 34°02'26" East, a distance of 82.54 feet to a TxDOT brass disk in concrete set for an angle point and the beginning of a non-tangent curve to the right;

14. An arc distance of 127.20 feet along said curve to the right, with a Radius of 3,080.47 feet, a Delta Angle of 02°21'57", and a Chord Bearing and Distance of North 09°35'18" West, 127.19 feet to a TxDOT brass disk in concrete set for the end of said curve;

15. North 01°08'44" West, a distance of 106.83 feet to a TxDOT brass disk in concrete set in the existing westerly right-of-way line of said County Road 172 and the easterly line of said 523.74 acre tract, at 500.70 feet left of and perpendicular to SH 45 Baseline Station 490+17.03, being in the arc of a non-tangent curve to the left and being the northeast corner of the herein described tract;

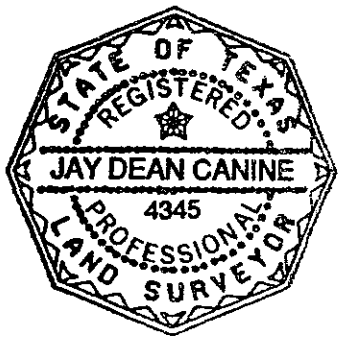
THENCE, along the existing westerly right-of-way line of said County Road 172 and the easterly line of said 523.74 acre tract, the following three courses:

16. An arc distance of 419.36 feet along said curve to the left, with a Radius of 3,720.44 feet, a Delta Angle of 06°27'29", and a Chord Bearing and Distance of South 09°22'21" East, 419.13 feet to a ½-inch iron rod with TxDOT aluminum cap set for the end of said curve;

17. South 12°36'06" East (S10°49'30" E), a distance of 694.42 feet to a ½-inch iron rod with TxDOT aluminum cap set for the beginning of a tangent curve to the left;

18. An arc distance of 3.48 feet along said curve to the left, with a Radius of 2,060.00 feet, a Delta Angle of 00°05'48", and a Chord Bearing and Distance of South 12°39'28" East, 3.48 feet to the **POINT OF BEGINNING** and containing a computed area of 4.034 acres (175,721 square feet) of land, more or less.

This Metes and Bounds description is accompanied by a separate plat.
Calls in parenthesis denote record information.
The proposed baseline information recited herein is per a design schematic provided by Turner Collie and Braden, Inc.

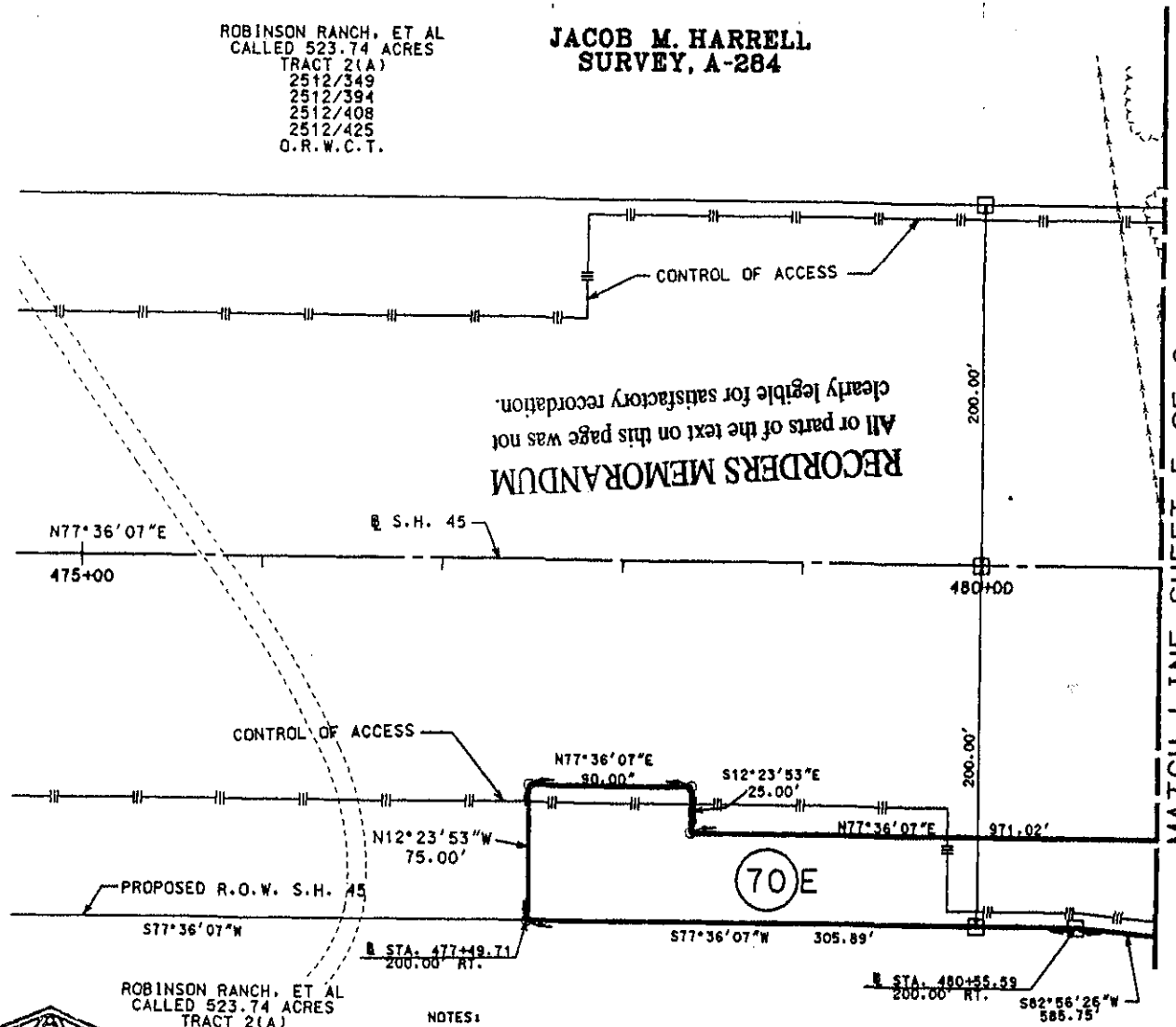


Jay Dean Canine 7-24-00
Registered Professional Land Surveyor
Texas Registration Number 4345

SURVCON INC.
5316 Highway 290, Suite 480
Austin, Texas 78735
(512) 899-8282
July 14, 2000

ROBINSON RANCH, ET AL
CALLED 523.74 ACRES
TRACT 2(A)
2512/349
2512/394
2512/408
2512/425
O.R.W.C.T.

JACOB M. HARRELL SURVEY, A-284



RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

ROBINSON RANCH, ET AL
CALLED 523.74 ACRES
TRACT 2(A)
2512/349
2512/394
2512/408
2512/425
O.R.W.C.T.

SURVEY LEGEND

- ■ = FOUND TXDOT BRASS DISK IN CONCRETE
- □ = SET TXDOT BRASS DISK IN CONCRETE
- ○ = SET ½" IRON ROD W/TXDOT ALUM. CAP
- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℘ = PROPERTY LINE
- ℄ = BASELINE
- Ø = UTILITY POLE

ACREAGE SUMMARY
(SQ.FT.)

WHOLE PROPERTY	
AREA ACQUIRED	175,721
REMAINDER LEFT	
REMAINDER RIGHT	

NOTES:

1. BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY NOT INCLUDE EASEMENTS AND INFORMATION PERTAINING TO THESE TRACTS. RECORD INFORMATION SHOWN ON THIS MAP IS BASED ON PUBLIC RECORD INFORMATION. THE SURVEYOR HAS NOT ABSTRACTED THESE TRACTS.
3. THE BASELINE SHOWN HEREON IS PER A DESIGN SCHEMATIC FILE PROVIDED BY TURNER, COLLIE AND BRADEN, INC.
4. D.E. INDICATES DRAINAGE EASEMENT
5. P.U.E. INDICATES PUBLIC UTILITY EASEMENT
6. O.R.W.C.T. INDICATES OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
7. W.C.P.R. INDICATES WILLIAMSON COUNTY PLAT RECORDS
8. W.C.D.R. INDICATES WILLIAMSON COUNTY DEED RECORDS
9. R.P.R.T.C.T. INDICATES REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
10. T.C.P.R. INDICATES TRAVIS COUNTY PLAT RECORDS
11. T.C.D.R. INDICATES TRAVIS COUNTY DEED RECORDS

STATE OF TEXAS
REGISTERED
JAY DEAN CANINE
4345
PROFESSIONAL
LAND SURVEYOR

7-24-00
DATE

JAY DEAN CANINE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4345

S.H.45
PARCEL PLAT
FOR PARCEL 70E
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH, ET AL

SURVCON INC.
PROFESSIONAL SURVEYORS
5316 HWY. 290 WEST, SUITE 480
AUSTIN, TEXAS 78701
TELEPHONE (512) 899-8282, FAX (512) 899-9390
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-658
DATE: JUNE 2000	F.B. #: SH 45
DRAWN BY: JJC	CAD FILE: par70E-sht-1
CHECKED BY: WJM	SHEET 4 OF 6

Exhibit B

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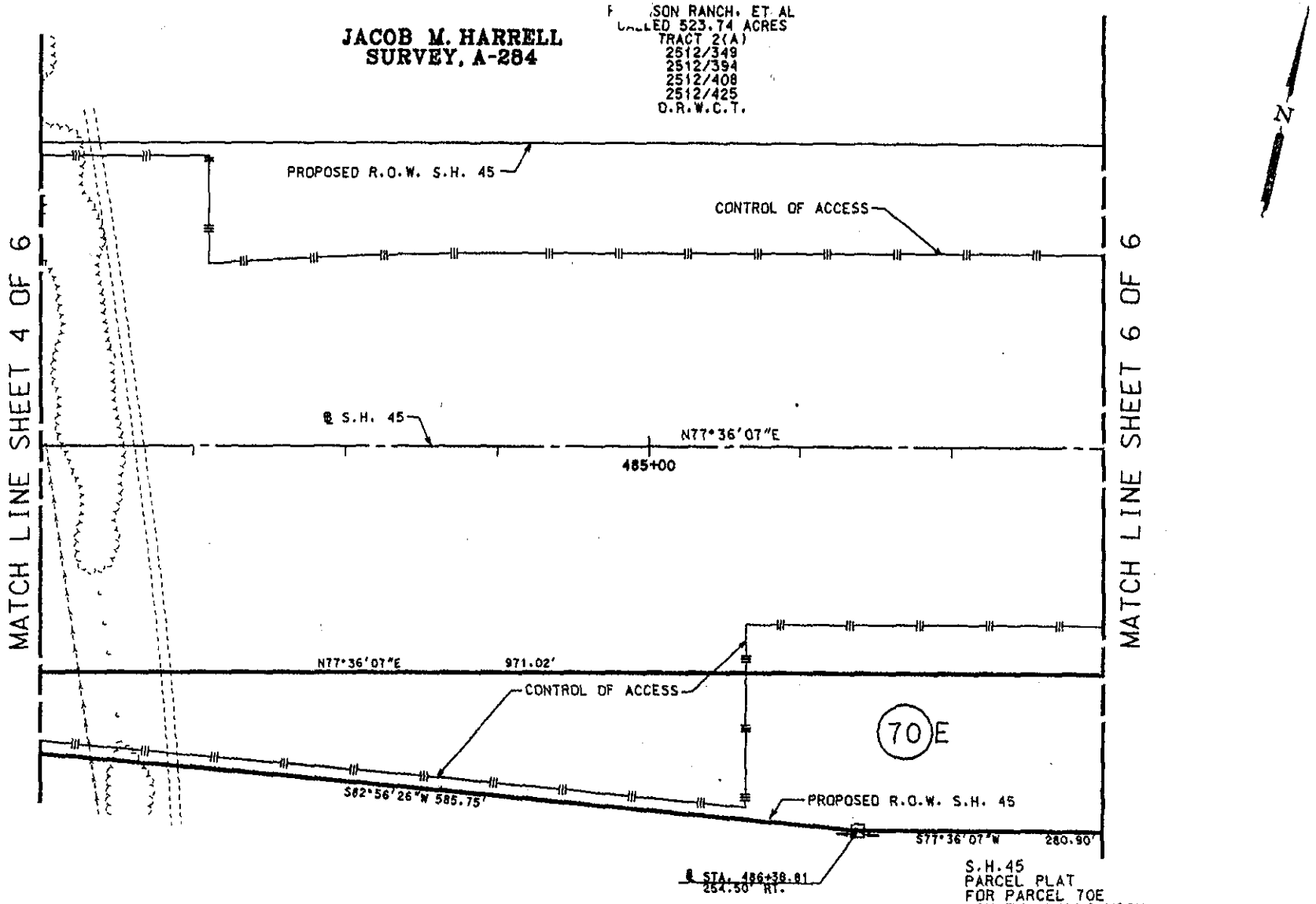

SURVEY LEGEND

- ■ = FOUND TXDOT BRASS DISK IN CONCRETE
- □ = SET TXDOT BRASS DISK IN CONCRETE
- ○ = SET ½" IRON ROD W/TXDOT ALUM. CAP
- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℙ = PROPERTY LINE
- ℄ = BASELINE
- ⊗ = UTILITY POLE

ROBINSON RANCH, ET AL
CALLED 523.74 ACRES
TRACT 2(A)
2512/349
2512/394
2512/408
2512/425
O.R.W.C.T.

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

S.H.45
PARCEL PLAT
FOR PARCEL 70E
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH, ET AL

SURVCON INC.
PROFESSIONAL SURVEYORS
5316 HWY. 290 WEST, SUITE 480
AUSTIN, TEXAS 78701
TELEPHONE (512) 899-8282, FAX (512) 899-9390
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-658
DATE: JUNE 2000	F.B. #: SH 45
DRAWN BY: JJC	CAD FILE: par70E-sht2
CHECKED BY: WJM	SHEET 5 OF 6

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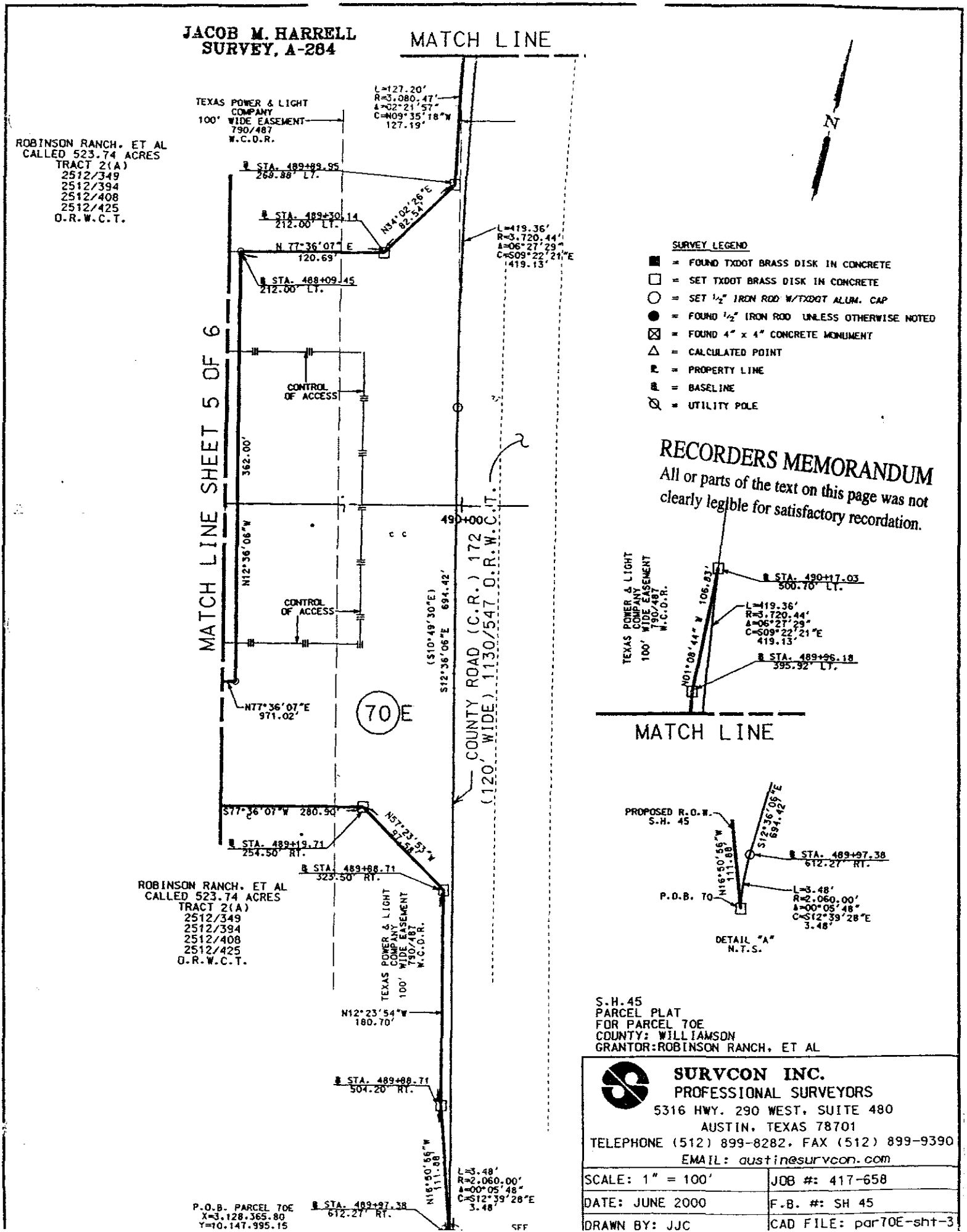
Exhibit B

Exhibit B



S.H.45
PARCEL PLAT
FOR PARCEL 70E
COUNTY: WILLIAMSON
GRANTOR:ROBINSON RANCH, ET AL

SURVCON INC.
PROFESSIONAL SURVEYORS
5316 HWY. 290 WEST, SUITE 480
AUSTIN, TEXAS 78701
TELEPHONE (512) 899-8282, FAX (512) 899-9390
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-658
DATE: JUNE 2000	F.B. #: SH 45
DRAWN BY: JJC	CAD FILE: par70E-sht-3

County: Williamson
Highway: State Highway 45
Limits: From West of US 183 to FM 685
CSJ:

Property Description for Parcel 70DE 1

Being all that certain 0.097 of one acre (4,225 square feet) tract of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of a called 523.74 acre tract, referred to as Tract 2(A), conveyed to Robinson Ranch (47.414%) per deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.); Robinson 1992 Land Limited Partnership (1.16%) per deed recorded in Volume 2512, Page 394 O.R.W.C.T.; Robinson Land Limited Partnership (32.68%) per deed recorded in Volume 2512, Page 408 O.R.W.C.T.; Robinson 1992 Land Limited Partnership (18.746%) per deed recorded in Volume 2512, Page 425 O.R.W.C.T. Said 0.097 of one acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

BEGINNING at a ½-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap (X= 3,126,124.31, Y=10,145,180.32) set in a non-tangent curve to the right in the proposed easterly right-of-way line of Loop 1, the southerly line of said 523.74 acre tract and the northerly line of a called 150.083 acre tract described as Tract I as conveyed to Austin White Lime Company by deed, recorded in Volume 779, Page 477 O.R.W.C.T. and Volume 6922, Page 2051 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.) at 206.28 feet right of and perpendicular to Loop 1 Baseline Station 288+23.93, said point being the southwest corner of the herein described tract;

1. THENCE, along said proposed easterly right-of-way line of Loop 1, an arc distance of 135.11 feet along said curve to the right, with a Radius of 19,360.50 feet, a Delta Angle of 00°23'59", and a Chord Bearing and Distance of North 13°21'30" West, 135.11 feet to a ½-inch iron rod with TxDOT aluminum cap set at 204.64 feet right of and perpendicular to Loop 1 Baseline Station 289+60.25 for an angle point;

THENCE, crossing said 523.74 acre tract, the following four courses:

2. North 76°28'56" East, a distance of 44.09 feet to a ½-inch iron rod with TxDOT aluminum cap set for an angle point;

3. South 13°31'04" East, a distance of 43.26 feet to a ½-inch iron rod with TxDOT aluminum cap set for an angle point;

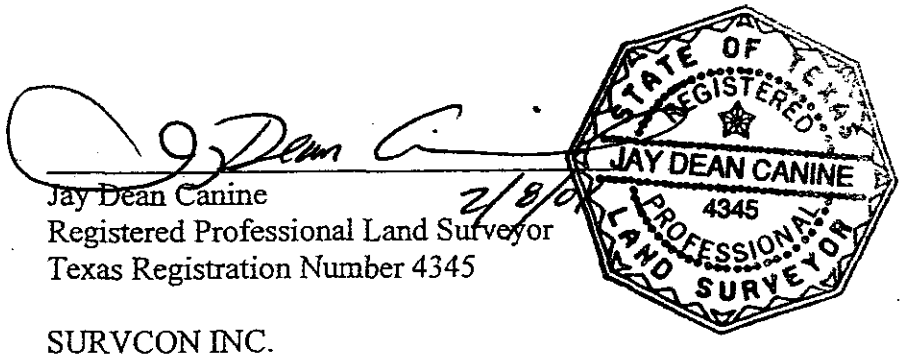
4. South 10°44'23" West, a distance of 71.73 feet to a ½-inch iron rod with TxDOT aluminum cap set for the beginning of a non-tangent curve to the left;

EXHIBIT "C"

5. An arc distance of 24.20 feet along said non-tangent curve to the left, with a Radius of 19,345.50 feet, a Delta Angle of 00°04'18", and a Chord Bearing and Distance of South 13°30'57" East, 24.20 feet to a ½-inch iron rod with TxDOT aluminum cap set in the line common to said 523.74 acre tract and said 150.083 acre tract;

6. THENCE, South 67°56'46" West (S70°35'00"W), along the line common to said 523.74 acre tract and said 150.083 acre tract, a distance of 15.17 feet to the **POINT OF BEGINNING** and containing a computed area of 0.097 of one acre (4,225 square feet) of land, more or less.

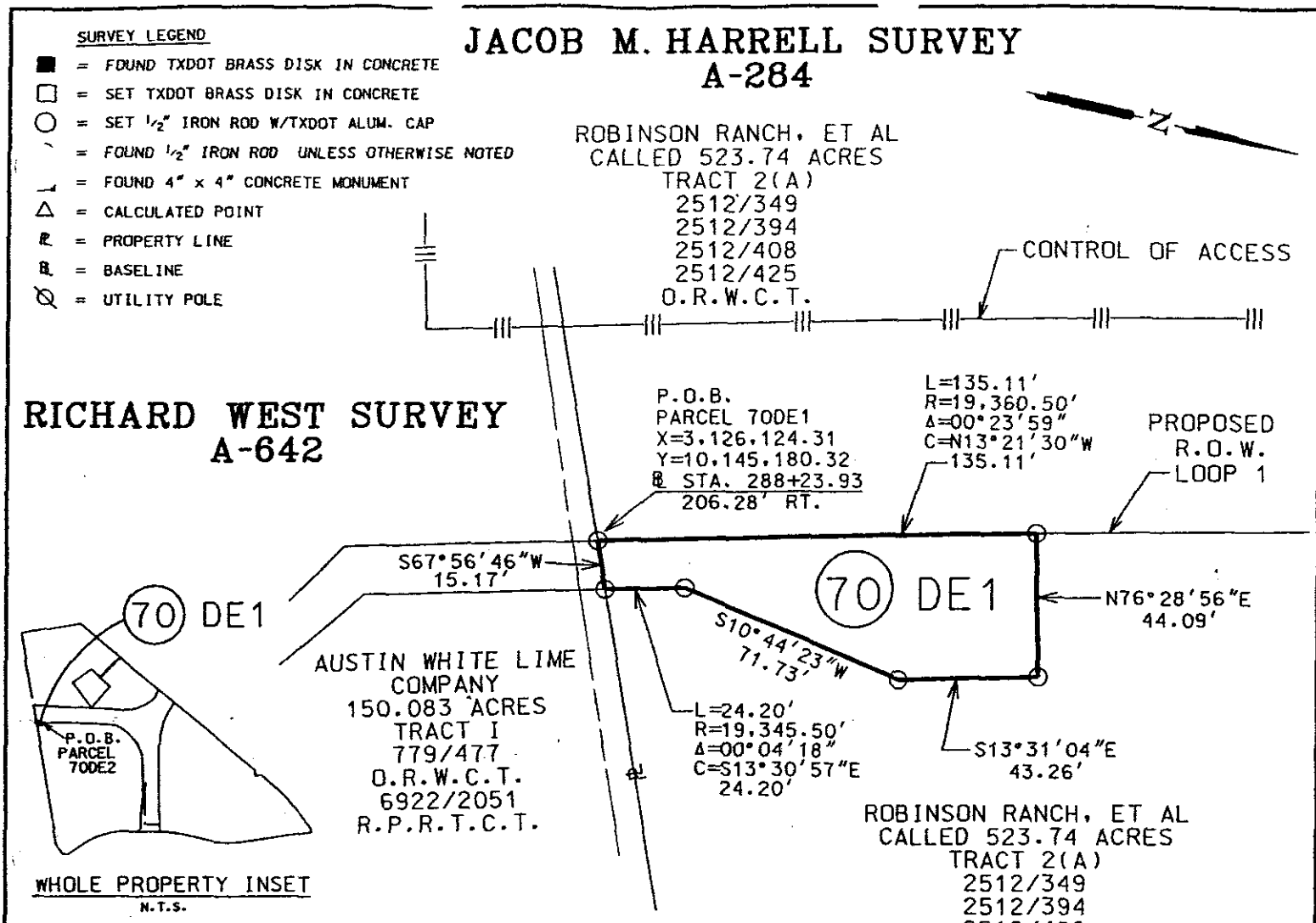
This Metes and Bounds description is accompanied by a separate plat.
Calls in parenthesis denote record information.
The proposed baseline information recited herein is per a design schematic provided by Turner Collie and Braden, Inc.



Jay Dean Canine
Registered Professional Land Surveyor
Texas Registration Number 4345

SURVCON INC.
5316 Highway 290, Suite 480
Austin, Texas 78735
(512) 899-8282
January 7, 2001

Exhibit C



NOTES:

1. BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY NOT INCLUDE EASEMENTS AND INFORMATION PERTAINING TO THESE TRACTS. RECORD INFORMATION SHOWN ON THIS MAP IS BASED ON PUBLIC RECORD INFORMATION. THE SURVEYOR HAS NOT ABSTRACTED THESE TRACTS.
3. THE BASELINE SHOWN HEREON IS PER A DESIGN SCHEMATIC FILE PROVIDED BY TURNER, COLLIE AND BRADEN, INC.
4. D.E. INDICATES DRAINAGE EASEMENT
5. P.U.E. INDICATES PUBLIC UTILITY EASEMENT
6. O.R.W.C.T. INDICATES OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
7. W.C.P.R. INDICATES WILLIAMSON COUNTY PLAT RECORDS
8. W.C.D.R. INDICATES WILLIAMSON COUNTY DEED RECORDS
9. R.P.R.T.C.T. INDICATES REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
10. T.C.P.R. INDICATES TRAVIS COUNTY PLAT RECORDS
11. T.C.D.R. INDICATES TRAVIS COUNTY DEED RECORDS

ACREAGE SUMMARY
(SQ.FT.)

WHOLE PROPERTY	
AREA ACQUIRED	0.097 (4.225)
REMAINDER LEFT	
REMAINDER RIGHT	

STATE OF TEXAS
REGISTERED
JAY DEAN CANINE
4345
PROFESSIONAL
LAND SURVEYOR

S.H.45
PARCEL PLAT
FOR PARCEL 70 DE1
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH, ET AL

JAY DEAN CANINE
REGISTERED PROFESSIONAL LAND SURVEYOR
DATE: 2/8/01

SURVCON INC.
PROFESSIONAL SURVEYORS
5316 HWY. 290 WEST, SUITE 480
AUSTIN, TEXAS 78701
TELEPHONE (512) 899-8282, FAX (512) 899-9390
EMAIL: austin@survcon.com

SCALE: 1" = 50'	JOB #: 417-658
DATE: FEB 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: PAR70DEPT1

07:20:20 AM 02/08/01

County: Williamson
Highway: State Highway 45
Limits: From West of US 183 to FM 685
CSJ:

Property Description for Parcel 70DE 2

Being all that certain 0.198 of one acre (8,625 square feet) tract of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of a called 523.74 acre tract, referred to as Tract 2(A), conveyed to Robinson Ranch (47.414%) per deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.); Robinson 1992 Land Limited Partnership (1.16%) per deed recorded in Volume 2512, Page 394 O.R.W.C.T.; Robinson Land Limited Partnership (32.68%) per deed recorded in Volume 2512, Page 408 O.R.W.C.T.; Robinson 1992 Land Limited Partnership (18.746%) per deed recorded in Volume 2512, Page 425 O.R.W.C.T. Said 0.198 of one acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

BEGINNING at a ½-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap (X= 3,125,724.10, Y=10,145,018.19) set in a non-tangent curve to the left in the proposed westerly right-of-way line of Loop 1, the southerly line of said 523.74 acre tract and the northerly line of a called 150.083 acre tract described as Tract I as conveyed to Austin White Lime Company by deed, recorded in Volume 779, Page 477 O.R.W.C.T. and Volume 6922, Page 2051 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.) at 220.04 feet left of and perpendicular to Loop 1 Baseline Station 287+55.38, said point being the southeast corner of the herein described tract;

1. THENCE, South 67°56'46" West (S70°35'00"W), along the line common to said 523.74 acre tract and said 150.083 acre tract, a distance of 11.63 feet to a ½-inch iron rod with TxDOT aluminum cap for an angle point;

THENCE, crossing said 523.74 acre tract, the following five courses:

2. North 32°31'08" East, a distance of 2.07 feet to a ½-inch iron rod with TxDOT aluminum cap set for the beginning of a non-tangent curve to the right;

3. An arc distance of 479.43 feet along said curve to the right, with a Radius of 25,741.50 feet, a Delta Angle of 01°04'02" and a Chord Bearing and Distance of North 11°54'25" West, 479.43 feet to a ½-inch iron rod with TxDOT aluminum cap set for the end of said curve;

4. North 06°39'13" West, a distance of 183.91 feet to a ½-inch iron rod with TxDOT aluminum cap set for the beginning of a non-tangent curve to the right;

EXHIBIT "D"

5. An arc distance of 199.69 feet along said curve to the right, with a Radius of 23,128.31 feet, a Delta Angle of 00°29'41" and a Chord Bearing and Distance of North 11°06'58" West, 199.69 feet to a ½-inch iron rod with TxDOT aluminum cap set for the end of said curve;

6. North 75°45'40" East, a distance of 10.02 feet to a ½-inch iron rod with TxDOT aluminum cap set in the arc of a non-tangent curve to the left in the proposed westerly right-of-way line of Loop 1 at 200.00 feet left of and perpendicular to Loop 1 Baseline Station 296+09.66;

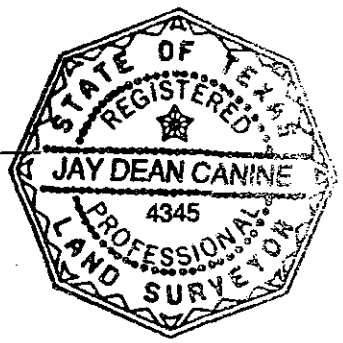
THENCE, along the proposed westerly right-of-way line of Loop 1, the following three courses:

7. An arc distance of 200.60 feet along said non-tangent curve to the left, with a Radius of 23,118.31 feet, a Delta Angle of 00°29'50" and a Chord Bearing and Distance of South 11°06'57" East, 200.60 feet to a TxDOT brass disk in concrete set for the end of said curve;

8. South 06°39'13" East, a distance of 183.91 feet to a TxDOT brass disk in concrete set for the beginning of a non-tangent curve to the left;

9. At an arc distance of 231.40 feet pass a TxDOT brass disk in concrete set at 217.74 feet left of and perpendicular to Loop 1 Baseline Station 290+00, continuing for a total arc distance of 478.36 feet along said non-tangent curve to the left, with a Radius of 25,731.50 feet, a Delta Angle of 01°03'55" and a Chord Bearing and Distance of South 11°54'24" East, 478.35 feet to the **POINT OF BEGINNING** and containing a computed area of 0.198 of one acre (8,625 square feet) of land, more or less.

This Metes and Bounds description is accompanied by a separate plat.
Calls in parenthesis denote record information.
The proposed baseline information recited herein is per a design schematic provided by Turner Collie and Braden, Inc.



Jay Dean Canine 2/8/01
Registered Professional Land Surveyor
Texas Registration Number 4345

SURVCON INC.
5316 Highway 290, Suite 480
Austin, Texas 78735
(512) 899-8282
February 7, 2001

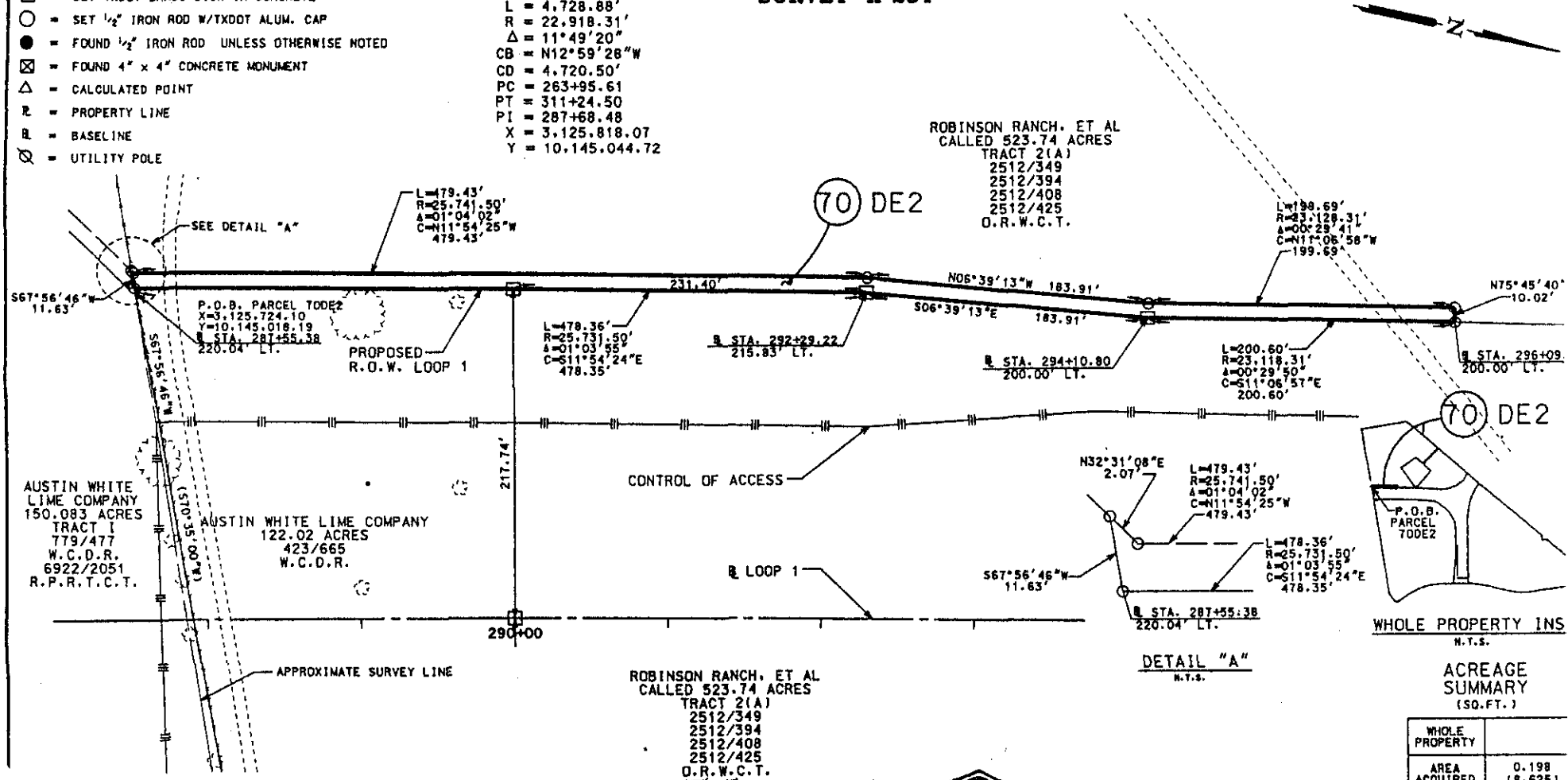
Exhibit D

SURVEY LEGEND

- ■ = FOUND TXDOT BRASS DISK IN CONCRETE
- □ = SET TXDOT BRASS DISK IN CONCRETE
- ○ = SET ½" IRON ROD W/TXDOT ALUM. CAP
- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℄ = PROPERTY LINE
- ℄ = BASELINE
- ⊘ = UTILITY POLE

JACOB M. HARRELL SURVEY A-284

℄ CURVE DATA
L = 4,728.88'
R = 22,918.31'
Δ = 11°49'20"
CB = N12°59'28"W
CD = 4,720.50'
PC = 263+95.61
PT = 311+24.50
PI = 287+68.48
X = 3,125,818.07
Y = 10,145,044.72



DETAIL "A"
N.T.S.

WHOLE PROPERTY INS
N.T.S.

ROBINSON RANCH, ET AL
CALLED 523.74 ACRES
TRACT 2(A)
2512/349
2512/394
2512/408
2512/425
O.R.W.C.T.

ACREAGE SUMMARY
(SQ.FT.)

WHOLE PROPERTY	
AREA ACQUIRED	0.198 (8,625)
REMAINDER LEFT	
REMAINDER RIGHT	

NOTES:

1. BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY NOT INCLUDE EASEMENTS AND INFORMATION PERTAINING TO THESE TRACTS. RECORD INFORMATION SHOWN ON THIS MAP IS BASED ON PUBLIC RECORD INFORMATION. THE SURVEYOR HAS NOT ABSTRACTED THESE TRACTS.
3. THE BASELINE SHOWN HEREON IS PER A DESIGN SCHEMATIC FILE PROVIDED BY TURNER, COLLIE AND BRADEN, INC.
4. D.E. INDICATES DRAINAGE EASEMENT
5. P.U.E. INDICATES PUBLIC UTILITY EASEMENT
6. O.R.W.C.T. INDICATES OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
7. W.C.P.R. INDICATES WILLIAMSON COUNTY PLAT RECORDS
8. W.C.D.R. INDICATES WILLIAMSON COUNTY DEED RECORDS
9. R.P.R.T.C.T. INDICATES REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
10. T.C.P.R. INDICATES TRAVIS COUNTY PLAT RECORDS
11. T.C.D.R. INDICATES TRAVIS COUNTY DEED RECORDS

RECORDERS MEMORANDUM: At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded. All parts of the text on this page was not clearly legible for satisfactory recordation.

STATE OF TEXAS
REGISTERED
JAY DEAN CANINE
4345
PROFESSIONAL
LAND SURVEYOR

JAY DEAN CANINE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4345

DATE: 2/8/01

S.H.45
PARCEL PLAT
FOR PARCEL 70 DE2
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH, ET AL

SURVCON INC.
PROFESSIONAL SURVEYORS
5316 HWY. 290 WEST, SUITE 480
AUSTIN, TEXAS 78701
TELEPHONE (512) 899-8282, FAX (512) 899-
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-658
DATE: FEB 2001	F.B. #: S.H. 45
DRAWN BY: DT	CAD FILE: PART0DE2
CHECKED BY: LWS	

Prepared By: SURVCON INC.
Charles G. Clark
Date: 26, June 2002

CONTROL OF ACCESS CLAUSE

ACCOUNT NO:

CSJ: 0683-06-010

COUNTY: Williamson

HIGHWAY: S.H. 45

LIMITS: From El Salido Parkway to RM 685

PARCEL NO: **425A**

A. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY WILL BE PERMITTED:

To the north remainder abutting the highway facility from the beginning of the fourth call to a point being easterly a distance of 400 feet along the arc of a curve with a Radius of 2,884.79 feet from the beginning of the seventh call; also being between a point being easterly a distance of 80 feet along the arc of a curve with a Radius of 2,889.56 feet from the beginning of the eighth call and a point being South 70°16'48" East a distance of 50 feet from the beginning of the tenth call; also being between a point being South 70°16'48" East a distance of 392 feet from the beginning of the fifteenth call and the end of the sixteenth call.

To the south remainder abutting the highway facility from the beginning of the eighteenth call to a point being North 70°16'48" West a distance of 512 feet from the beginning of the twentieth call; also being between a point being westerly a distance of 250 feet along the arc of a curve with a Radius of 2,315.64 feet from the beginning of the twenty-first call and a point being westerly a distance of 182 feet along the arc of a curve with a Radius of 3,647.23 feet from the beginning of the twenty-fourth call; also being between the beginning of the twenty-sixth and the end of the twenty-sixth call.

B. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY WILL BE DENIED:

To the north remainder abutting the highway facility between a point being easterly a distance of 400 feet along the arc of a curve with a Radius of 2,884.79 feet from the beginning of the seventh call to a point being easterly a distance of 80 feet along the arc of a curve with a Radius of 2,889.56 feet from the beginning of the eighth call; also being between a point being South 70°16'48" East a distance of 50 feet from the beginning of the tenth call and a point being South 70°16'48" East a distance of 392 feet from the beginning of the fifteenth call.

To the south remainder abutting the highway facility between a point being North 70°16'48" West a distance of 512 feet from the beginning of the twentieth call to a point being westerly a distance of 250 feet along the arc of a curve with a Radius of 2,315.64 feet from the beginning of the twenty-second call; also being between a point being westerly a distance of 182 feet along the arc of a curve with a Radius of 3,647.23 feet from the beginning of the twenty-fourth call and the end of the twenty-fifth call.

C. ACCESS TO AND FROM GRANTORS REMAINING PROPERTY TO THE MAIN TRAFFIC LANES OF THE HIGHWAY FACILITY WILL BE DENIED:

EXHIBIT E Page 1 of 13 Pages

County: Williamson
Highway: State Highway 45
Limits: From El Salido Parkway to RM 685
CSJ: 0683-06-010

Property Description for Parcel 425 A

Being all that certain 49.78 acre (2,168,417 square feet) parcel of land situated in the Malcolm M. Hornsby Survey, A-281 and the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of the 329.42 acre remainder of Tract 1, being a called 631.95 acre tract as conveyed to Robinson Ranch, et al, recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 49.78 acre (2,168,417 square feet) parcel being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

COMMENCING at a 1/2-inch iron rod with plastic cap found for the most westerly southwest corner of said 631.95 acre tract and the southeast corner of a called 48.984 acre tract as conveyed to Robinson Land Limited Partnership, et al, recorded in Volume 2587, Page 236, O.R.W.C.T.;

THENCE North 21°14'11" West, along the common line between said 631.95 acre tract and the said 48.984 acre tract, at a distance of 1,192.44 feet passing the northeast corner of said 48.984 acre tract and the southeast corner of a called 64.601 acre tract as conveyed to Gene Allen Taylor, recorded in Volume 2549, Page 596, O.R.W.C.T., continuing along said common line for a total distance of 1,213.71 feet to a 1/2-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap (X=3,120,417.32, Y=10,148,845.47) set at 221.22 feet right of and perpendicular to State Highway 45 (SH 45) Baseline Station 410+16.47 and being in the proposed southerly right-of-way line of SH 45 for the **POINT OF BEGINNING**;

THENCE, continuing along said common line, the following three courses:

1. North 20°52'11" West, a distance of 86.48 feet to an angle point;

2. North 24°29'28" West, a distance of 236.67 feet to an angle point;

EXHIBIT "E"

EXHIBIT E Page 2 of 13 Pages

3. North 20°16'59" West, a distance of 271.20 feet to a 1/2-inch iron rod with TxDOT aluminum cap set at 368.95 feet left of and perpendicular to SH 45 Baseline Station 409+50.37 for the northwest corner of the herein described parcel and lying in the proposed northerly right-of-way line of SH 45;

THENCE, along the proposed northerly right-of-way line of SH 45, the following eight courses:

4. North 75°10'52" East, a distance of 86.85 feet to a TxDOT bronze disk in concrete set for an angle point;

5. South 17°56'33" East, a distance of 147.89 feet to a TxDOT bronze disk in concrete set for the beginning of a non-tangent curve to the right;

6. Northeasterly, an arc distance of 1,354.18 feet along said curve to the right, having a Radius of 4,386.39 feet, with a Delta Angle of 17°41'19" and a Chord Bearing and Distance of North 83°54'21" East, 1,348.81 feet to a TxDOT bronze disk in concrete set for a point of compound curvature;

7. Southeasterly, an arc distance of 747.04 feet along said curve to the right, having a Radius of 2,884.79 feet, with a Delta Angle of 14°50'14" and a Chord Bearing and Distance of South 79°49'53" East, 744.95 feet to a TxDOT bronze disk in concrete set for a point of compound curvature;

8. Southeasterly, an arc distance of 106.95 feet along said curve to the right, having a Radius of 2,889.56 feet, with a Delta Angle of 02°07'15" and a Chord Bearing and Distance of South 72°46'21" East, 106.95 feet to a TxDOT bronze disk in concrete set for the end of said curve to the right;

9. South 71°42'43" East, at a distance of 229.47 feet passing a TxDOT bronze disk in concrete set at 233.39 feet left of and perpendicular to SH 45 Baseline Station 433+33.42 Equation Station, continuing a total distance of 374.01 feet to a TxDOT bronze disk in concrete set for an angle point;

10. South 70°16'48" East, a distance of 300.24 feet to a TxDOT bronze disk in concrete set for the beginning of a curve to the left;

EXHIBIT E Page 3 of 13 Pages

11. Southeasterly, an arc distance of 110.68 feet along said curve to the left, having a Radius of 2,281.11 feet, with a Delta Angle of 02°46'48" and a Chord Bearing and Distance of South 71°40'12" East, 110.67 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set in the southwesterly line of a called 241.13 acre tract of land as conveyed to 304 Joint Venture, as Tract Two, by a deed recorded in Document Number 2001080208 of the O.R.W.C.T.;

12. THENCE South 20°04'16" East along said common line between said 329.42 acre remainder and said 241.13 acre tract, a distance of 163.21 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "SURVCON INC." set for an angle point;

13. THENCE North 67°55'44" East continuing along the common line between said 329.42 acre remainder tract and said 241.13 acre tract, a distance of 221.45 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set at the intersection with the proposed northerly right-of-way line of said SH 45;

THENCE continuing along the proposed northerly right-of-way line of SH 45, the following three courses:

14. Southeasterly, an arc distance of 180.60 feet along said curve to the right, having a Radius of 2,887.79 feet, with a Delta Angle of 03°34'59" and a Chord Bearing and Distance of South 72°04'18" East, 180.57 feet to a TxDOT bronze disk in concrete set for the end of said curve to the right;

15. South 70°16'48" East, a distance of 1,017.56 feet to a TxDOT bronze disk in concrete set for an angle point;

16. South 86°51'21" East, a distance of 113.18 feet to a TxDOT bronze disk in concrete set at 299.72 feet left of and perpendicular to SH 45 Baseline Station 453+40.65, in the existing westerly right-of-way line of McNeil Road (width varies) and the easterly line of said 631.95 acre tract;

17. THENCE South 27°51'48" West, along the line common of said existing westerly right-of-way line of McNeil Road and the easterly line of said 631.95 acre tract, a distance of 623.51 feet to a TxDOT bronze disk in concrete set at 317.43 feet right of and perpendicular to SH 45 Baseline Station 452+50.15 in the proposed southerly right-of-way line of SH 45;

EXHIBIT E Page 4 of 13 Pages

THENCE, along the proposed southerly right-of-way line of SH 45, the following nine courses:

18. North 43°35'52" West, a distance of 110.70 feet to a TxDOT bronze disk in concrete set for the beginning of a curve to the right;

19. Northwesterly, an arc distance of 101.29 feet along said curve to the right, having a Radius of 2,887.79 feet, with a Delta Angle of 02°00'35" and a Chord Bearing and Distance of North 71°17'05" West, 101.28 feet to a TxDOT bronze disk in concrete set for the end of said curve to the right;

20. North 70°16'48" West, a distance of 1,155.02 feet to a TxDOT bronze disk in concrete set for the beginning of a curve to the right;

21. Northwesterly, an arc distance of 322.94 feet along said curve to the right, having a Radius of 2,887.79 feet, with a Delta Angle of 06°24'26" and a Chord Bearing and Distance of North 67°04'37" West, 322.77 feet to a TxDOT bronze disk in concrete set for a point of reverse curvature;

22. Northwesterly, an arc distance of 258.96 feet along said curve to the left, having a Radius of 2,315.64 feet, with a Delta Angle of 06°24'26" and a Chord Bearing and Distance of North 67°04'35" West, 258.82 feet to a TxDOT bronze disk in concrete set for the end of said curve to the left;

23. North 70°16'48" West, a distance of 93.86 feet to a TxDOT bronze disk in concrete set for the beginning of a curve to the left;

24. Northwesterly, at an arc distance of 13.41 feet passing a TxDOT bronze disk in concrete set at 237.00 feet right of and perpendicular to SH 45 Baseline Station 433+33.42 Equation Station, continuing for a total arc distance of 205.18 feet along said curve to the left, having a Radius of 3,647.23 feet, with a Delta Angle of 03°13'24" and a Chord Bearing and Distance of North 71°53'30" West, 205.16 feet to a TxDOT bronze disk in concrete set for the end of said curve to the left;

25. North 72°42'39" West, a distance of 249.93 feet to a TxDOT bronze disk in concrete set for the beginning of a curve to the left;

EXHIBIT E Page 5 of 13 Pages

26. Southwesterly, an arc distance of 1,737.88 feet along said curve to the left, having a Radius of 3,659.23 feet, with a Delta Angle of 27°12'41" and a Chord Bearing and Distance of South 88°58'30" West, 1,721.59 feet to the **POINT OF BEGINNING** and containing a computed area of 49.78 acres (2,168,417 square feet) of land, more of less.

This Metes and Bounds description is accompanied by a separate plat.
Calls in parenthesis denote record information.
The proposed baseline information recited herein is based on a design schematic drawing provided by Turner, Collie and Braden, Inc.

Charles G Clark 12/7/01

Charles G. Clark
Registered Professional Land Surveyor
Texas Registration No. 3932

SURVCON INC.
400 West 15th St., Suite 1030
Austin, TX 78701
(512) 457-7870
December, 2001

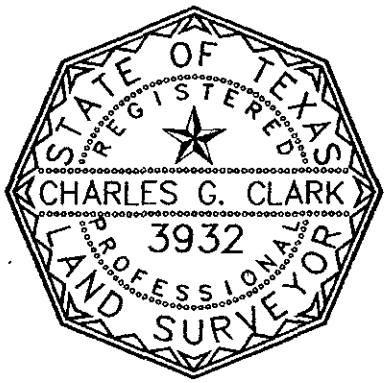
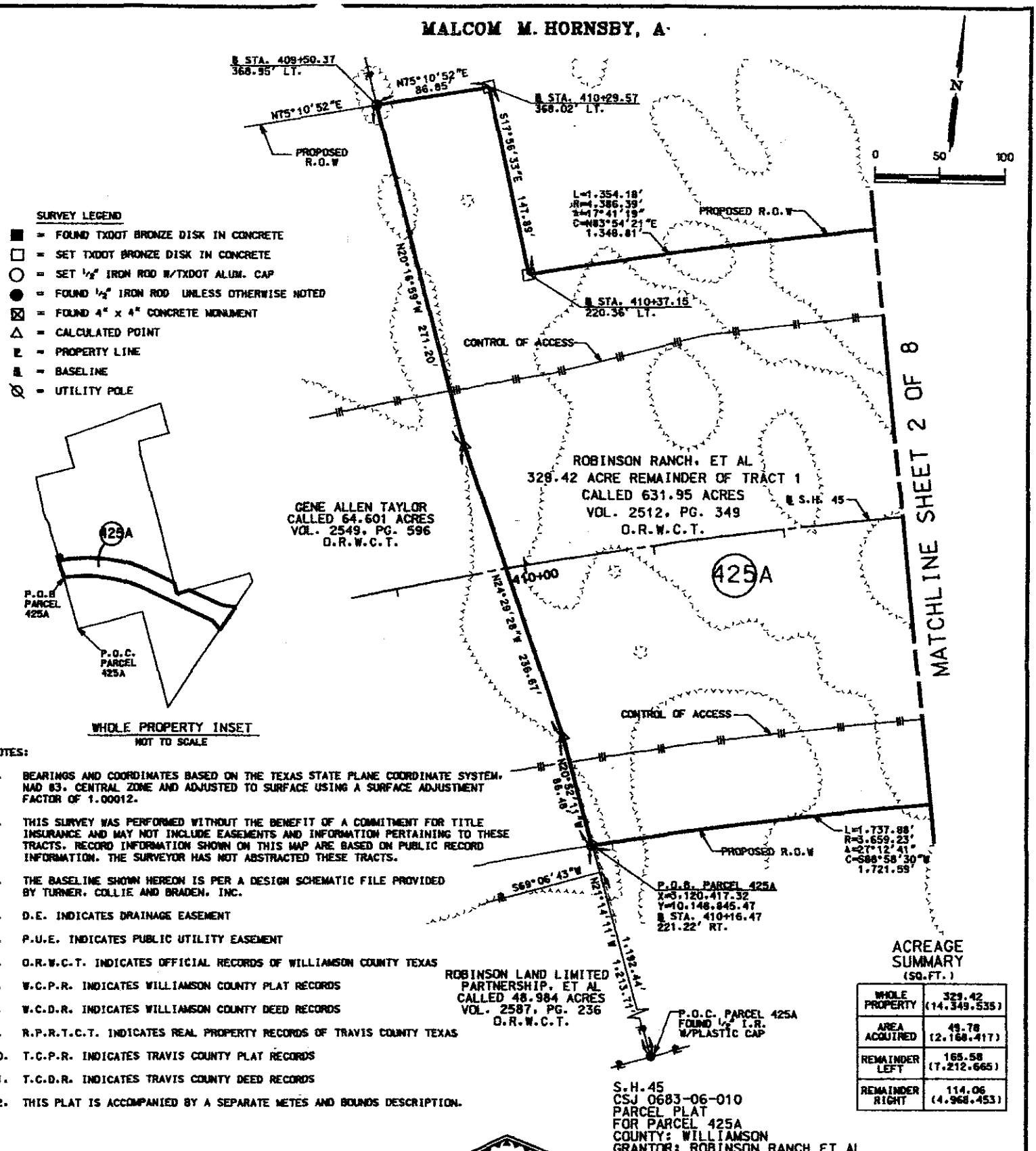


Exhibit E

MALCOM M. HORNSBY, A-



SURVEY LEGEND

- ■ = FOUND TXDOT BRONZE DISK IN CONCRETE
- □ = SET TXDOT BRONZE DISK IN CONCRETE
- ○ = SET ½" IRON ROD W/TXDOT ALUM. CAP
- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℄ = PROPERTY LINE
- ℄ = BASELINE
- ⊘ = UTILITY POLE

WHOLE PROPERTY INSET
NOT TO SCALE

NOTES:

1. BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY NOT INCLUDE EASEMENTS AND INFORMATION PERTAINING TO THESE TRACTS. RECORD INFORMATION SHOWN ON THIS MAP ARE BASED ON PUBLIC RECORD INFORMATION. THE SURVEYOR HAS NOT ABSTRACTED THESE TRACTS.
3. THE BASELINE SHOWN HEREON IS PER A DESIGN SCHEMATIC FILE PROVIDED BY TURNER, COLLIE AND BRADEN, INC.
4. D.E. INDICATES DRAINAGE EASEMENT
5. P.U.E. INDICATES PUBLIC UTILITY EASEMENT
6. O.R.W.C.T. INDICATES OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
7. W.C.P.R. INDICATES WILLIAMSON COUNTY PLAT RECORDS
8. W.C.D.R. INDICATES WILLIAMSON COUNTY DEED RECORDS
9. R.P.R.T.C.T. INDICATES REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
10. T.C.P.R. INDICATES TRAVIS COUNTY PLAT RECORDS
11. T.C.D.R. INDICATES TRAVIS COUNTY DEED RECORDS
12. THIS PLAT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.

ACREAGE SUMMARY (SQ.FT.)

WHOLE PROPERTY	329.42 (14,349,535)
AREA ACQUIRED	49.78 (2,168,417)
REMAINDER LEFT	165.58 (7,212,665)
REMAINDER RIGHT	114.06 (4,968,453)

S.H. 45
CSJ 0683-06-010
PARCEL PLAT
FOR PARCEL 425A
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH ET AL

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

STATE OF TEXAS
REGISTERED
CHARLES G. CLARK
3932
PROFESSIONAL
LAND SURVEYOR

Charles G. Clark DATE: 12/7/01

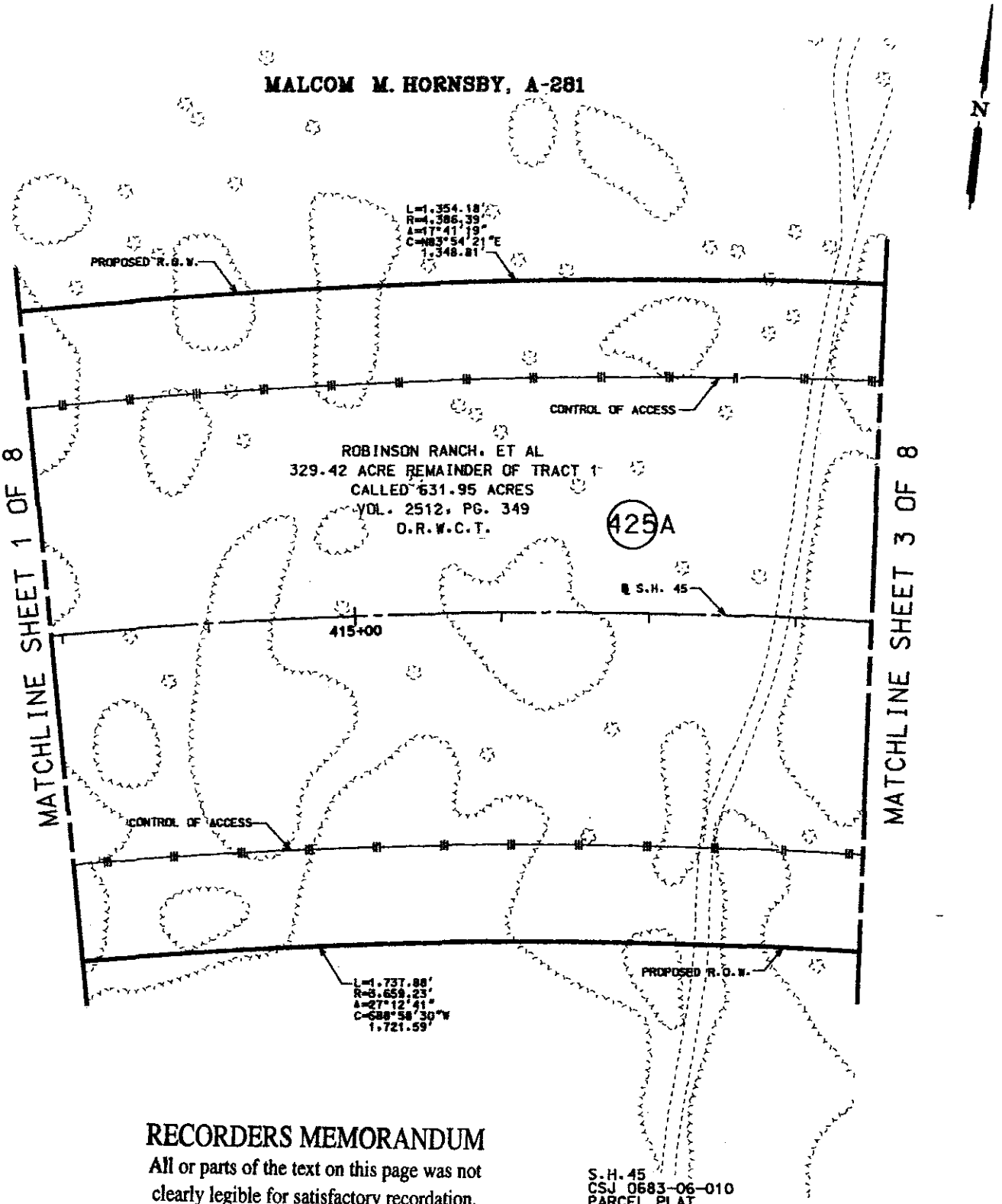
CHARLES G. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3932

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TX 78701
(512) 457-7870 FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: DEC 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: PAR425ASHT1
CHECKED BY: CGC	SHEET 1 OF 8

12/10/01 08:43:59 AM

Exhibit E



RECORDERS MEMORANDUM

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S.H. 45
CSJ 0683-06-010
PARCEL PLAT
FOR PARCEL 425A
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH ET AL

SURVEY LEGEND

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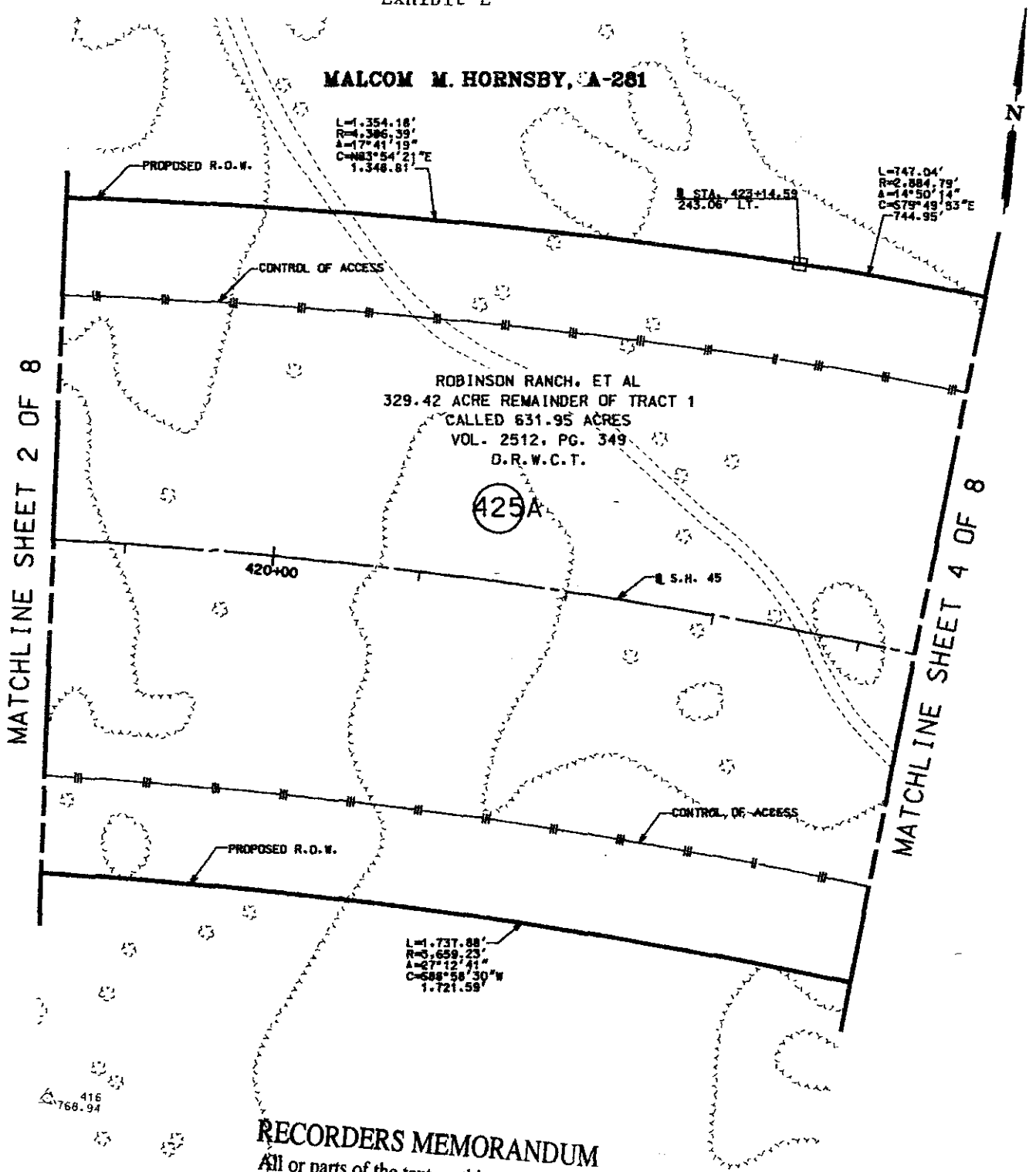
SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TX 78701
(512) 457-7870 FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: DEC 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: PAR425ASHT2
CHECKED BY: CGC	SHEET 2 OF 8

12/10/01 08:44:01 AM

Exhibit E



RECORDERS MEMORANDUM

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S.H.45
CSJ NO. 0683-06-010
PARCEL PLAT
FOR PARCEL 425A
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH ET AL

SURVEY LEGEND

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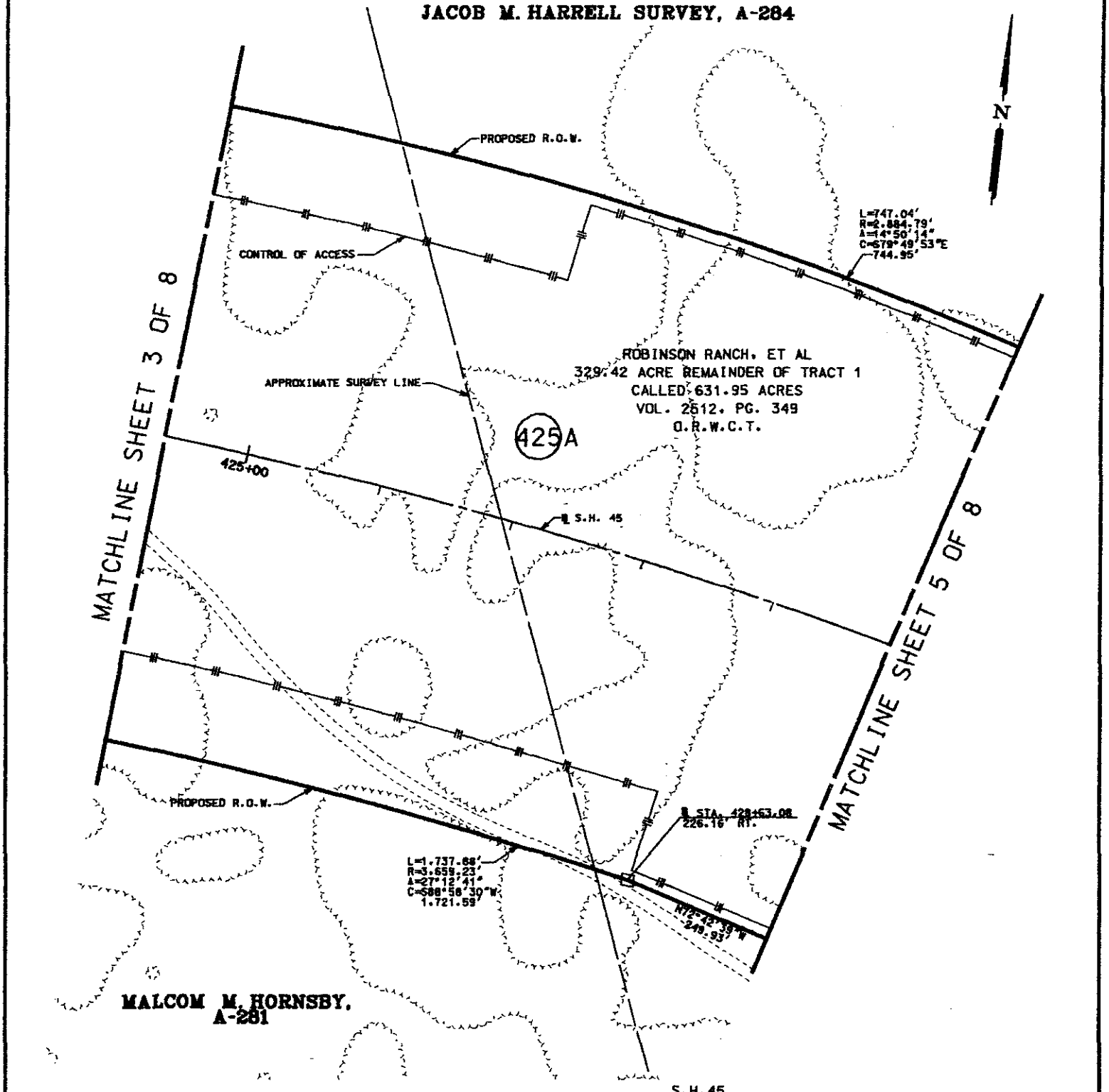
SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TX 78701
(512) 457-7870 FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: DEC 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: PAR425ASHT3
CHECKED BY: CGC	SHEET 3 OF 8

12/10/01 08:44:02 AM

Exhibit E



RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

S.H.45
CSJ NO. 0683-06-010
PARCEL PLAT
FOR PARCEL 425A
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH ET AL

SURVEY LEGEND

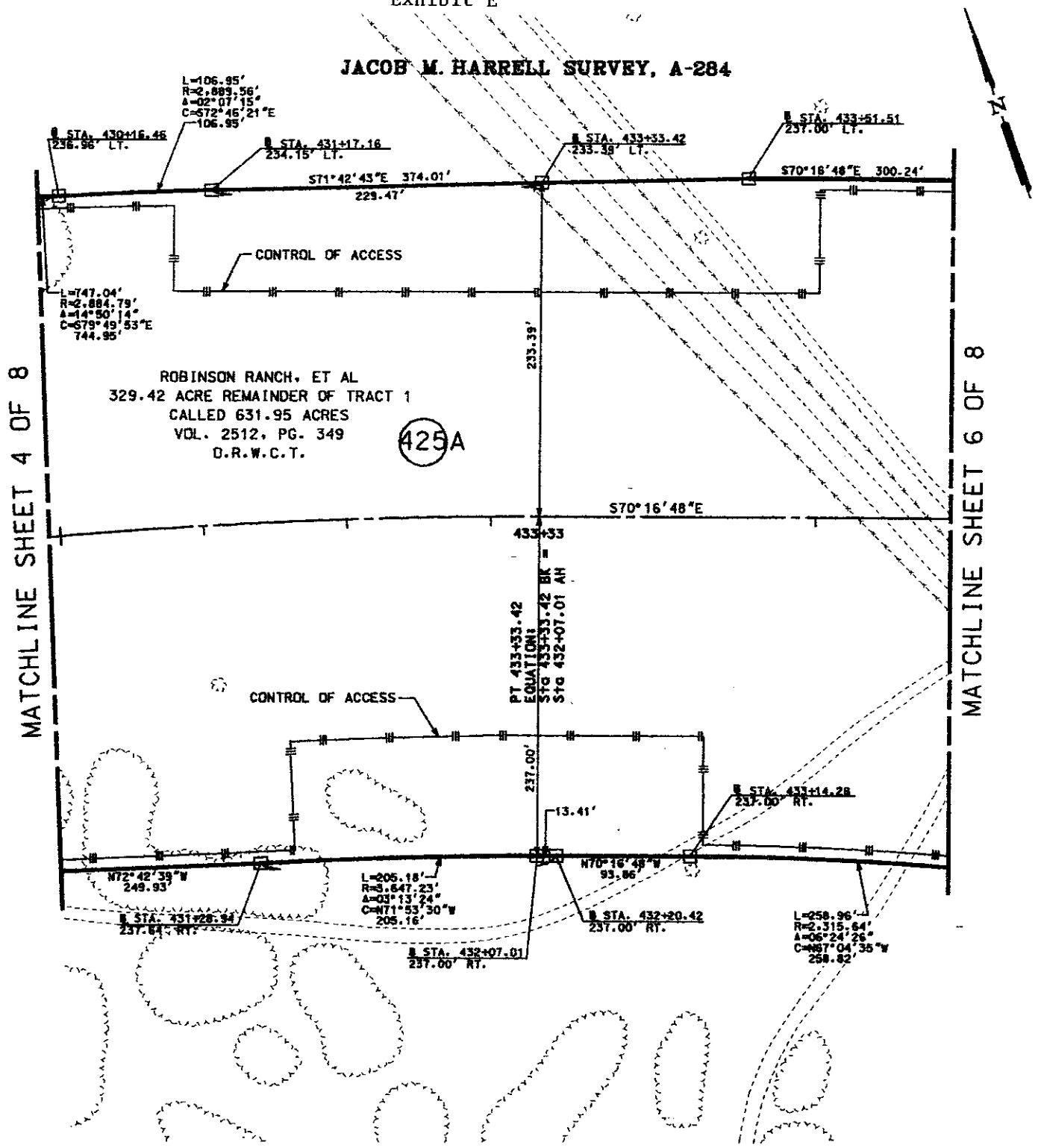
- ■ = FOUND TXDOT BRONZE DISK IN CONCRETE
- □ = SET TXDOT BRONZE DISK IN CONCRETE
- ○ = SET ½" IRON ROD W/TXDOT ALUM. CAP
- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℄ = PROPERTY LINE
- ℄ = BASELINE
- ⊘ = UTILITY POLE

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TX 78701
(512) 457-7870 FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: DEC 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: PAR425ASHT4
CHECKED BY: CGC	SHEET 4 OF 8

12/10/01 08:44:03 AM

Exhibit E



S.H.45
CSJ NO. 0683-06-010
PARCEL PLAT
FOR PARCEL 425A
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH ET AL

SURVEY LEGEND

- ■ = FOUND TXDOT BRONZE DISK IN CONCRETE
- □ = SET TXDOT BRONZE DISK IN CONCRETE
- ○ = SET ½" IRON ROD W/TXDOT ALUM. CAP
- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℄ = PROPERTY LINE
- ℄ = BASELINE
- ⊘ = UTILITY POLE

RECORDERS MEMORANDUM
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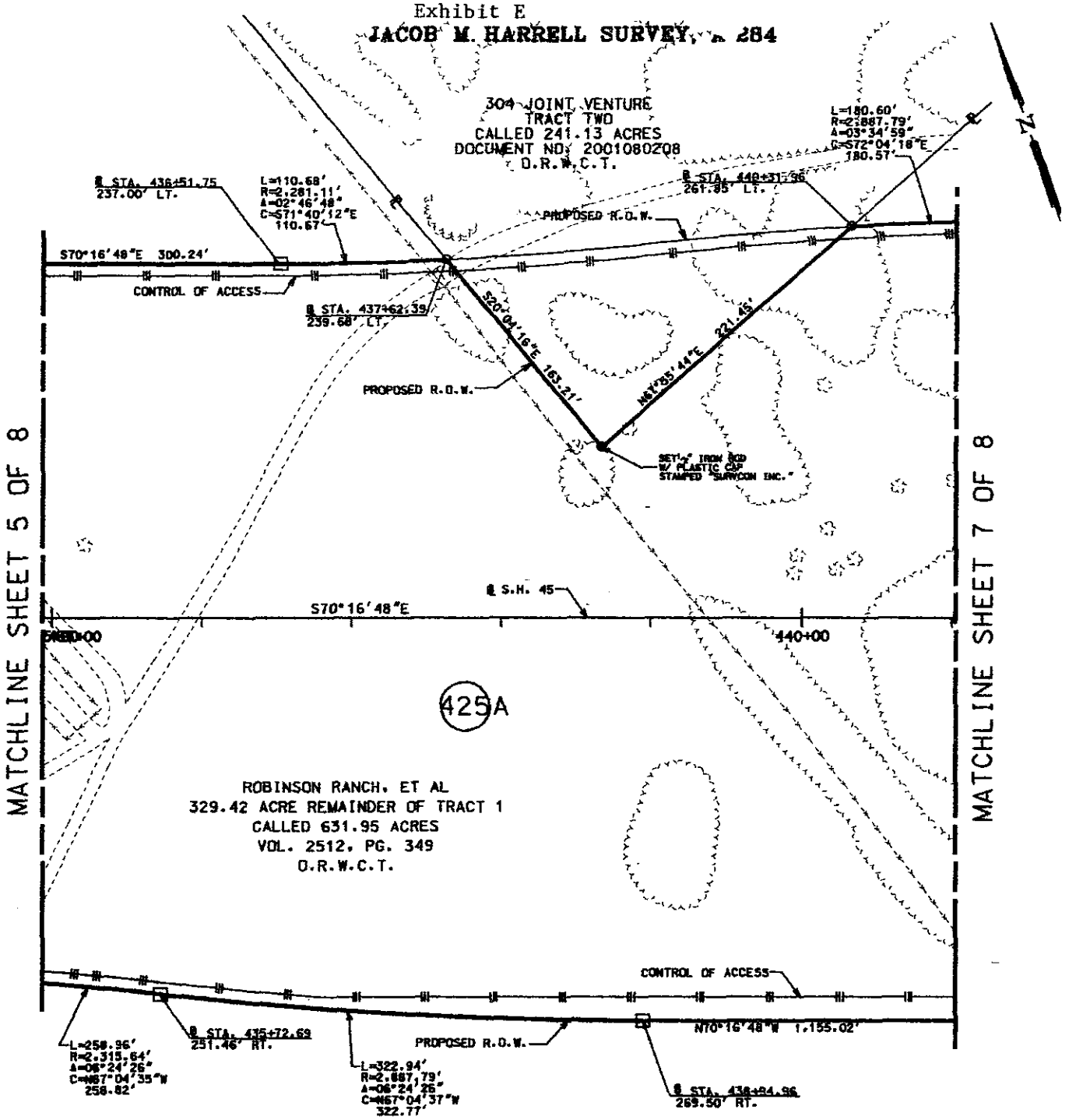
SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TX 78701
(512) 457-7870 FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: DEC 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: PAR425ASHT5
CHECKED BY: CGC	SHEET 5 OF 8

12/10/01 08:44:04 AM

Exhibit E



RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

SURVEY LEGEND

- ■ = FOUND TXDOT BRONZE DISK IN CONCRETE
- □ = SET TXDOT BRONZE DISK IN CONCRETE
- ○ = SET ½" IRON ROD W/TXDOT ALUM. CAP
- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℄ = PROPERTY LINE
- ℄ = BASELINE
- ⊗ = UTILITY POLE

S.H.45
CSJ NO. 0683-06-010
PARCEL PLAT
FOR PARCEL 425A
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH ET AL

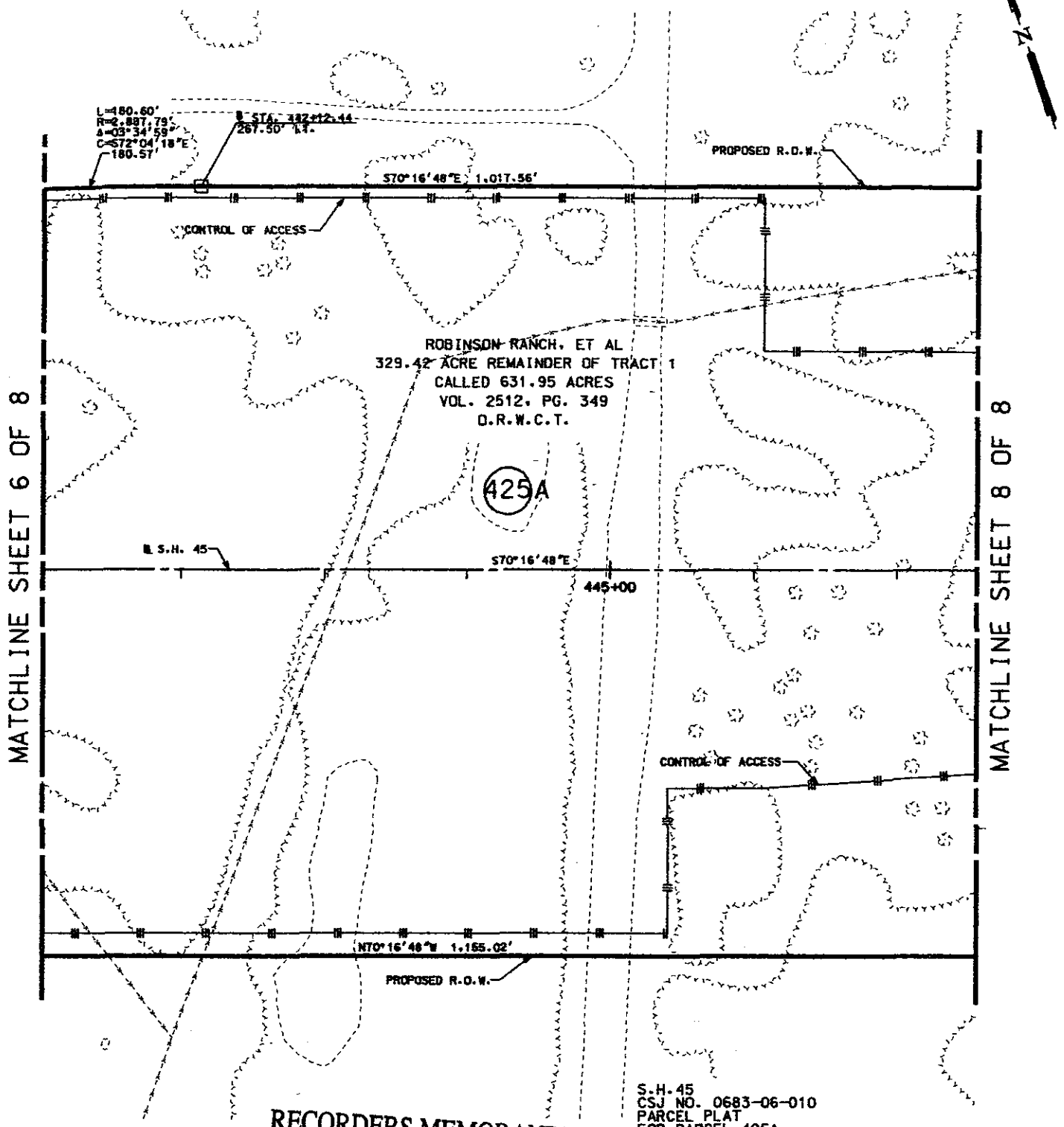
SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TX 78701
(512) 457-7870 FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: DEC 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: PAR425ASHT6
CHECKED BY: CGC	SHEET 6 OF 8

12/10/01 08:44:06 AM

Exhibit E

JACOB M. HARRELL SURVEY, A-284



S.H. 45
CSJ NO. 0683-06-010
PARCEL PLAT
FOR PARCEL 425A
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH ET AL

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

SURVEY LEGEND
- ■ = FOUND TXDOT BRONZE DISK IN CONCRETE
- □ = SET TXDOT BRONZE DISK IN CONCRETE
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- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℄ = PROPERTY LINE
- ℄ = BASELINE
- ⊘ = UTILITY POLE

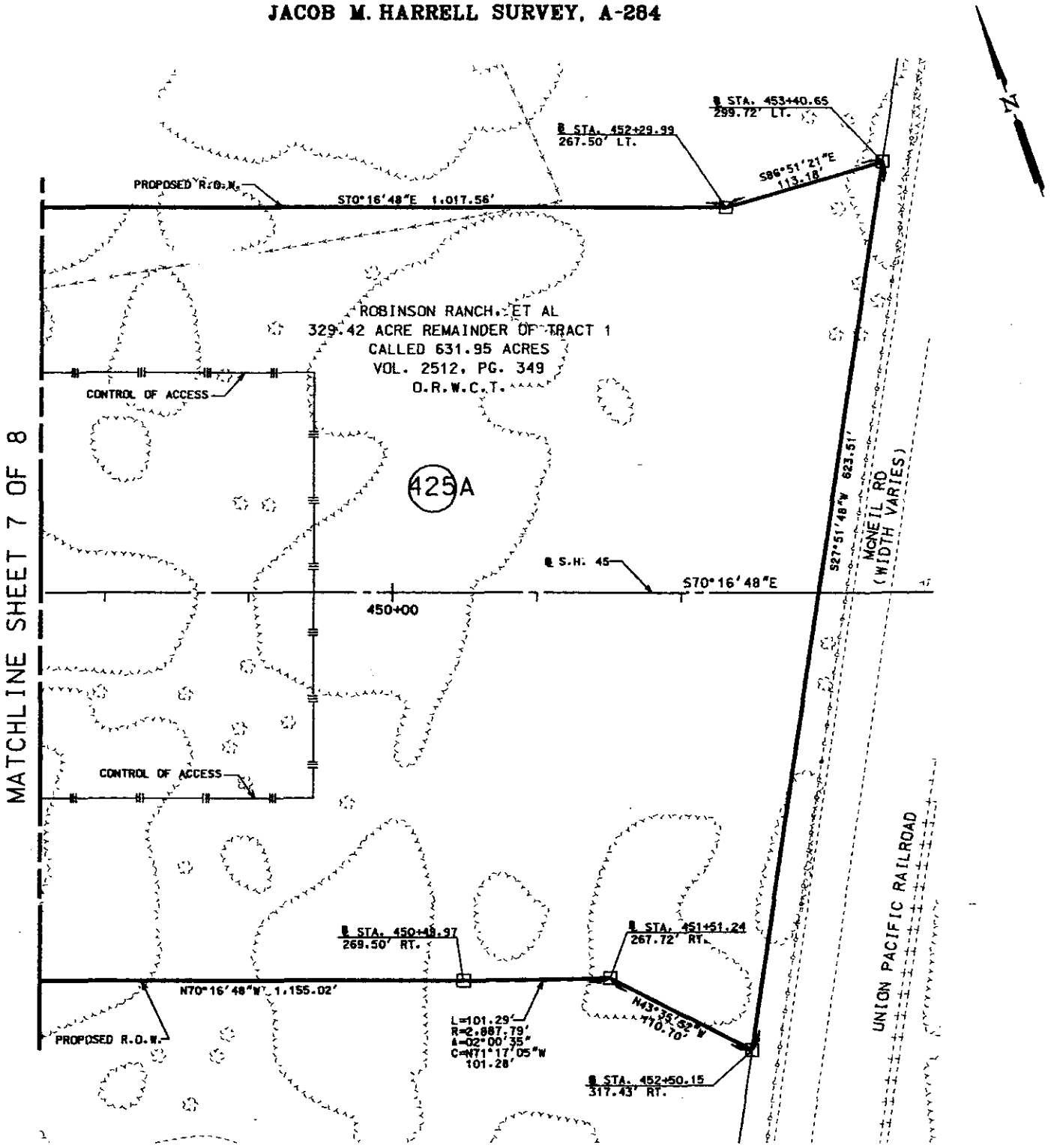
SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TX 78701
(512) 457-7870 FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: DEC 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: PAR425ASHT7
CHECKED BY: CGC	SHEET 7 OF 8

12/10/01 08:44:07 AM

Exhibit E

JACOB M. HARRELL SURVEY, A-284



S.H.45
CSJ NO. 0683-06-010
PARCEL PLAT
FOR PARCEL 425A
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH ET AL

RECORDERS MEMORANDUM

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SURVEY LEGEND

- ■ = FOUND TXDOT BRONZE DISK IN CONCRETE
- □ = SET TXDOT BRONZE DISK IN CONCRETE
- ○ = SET ½" IRON ROD W/TXDOT ALUM. CAP
- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
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- △ = CALCULATED POINT
- ℄ = PROPERTY LINE
- ℄ = BASELINE
- ⊗ = UTILITY POLE

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TX 78701
(512) 457-7870 FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-1031
DATE: DEC 2001	F.B. #: SH 45
DRAWN BY: DT	CAD FILE: PAR425ASHT8
CHECKED BY: CGC	SHEET 8 OF 8

12/11/01 07:33:16 AM

Prepared By: SURVCON INC.
Charles G. Clark
Date: 26, June 2002

CONTROL OF ACCESS CLAUSE

ACCOUNT NO:

CSJ:

COUNTY: Williamson

HIGHWAY: S.H. 45

LIMITS: From El Salido Parkway to RM 685

PARCEL NO: 425B

A. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY WILL BE PERMITTED:

Access will not be permitted

B. ACCESS TO AND FROM GRANTOR'S REMAINING PROPERTY WILL BE DENIED:

To the north remainder abutting the highway facility.

C. ACCESS TO AND FROM GRANTORS REMAINING PROPERTY TO THE MAIN TRAFFIC LANES OF THE HIGHWAY FACILITY WILL BE DENIED:

EXHIBIT F Page 1 of 3 Pages

County: Williamson
Highway: State Highway 45
Limits: From El Salido Parkway to RM 685
CSJ: 0683-06-010

Property Description for Parcel 425 B

Being all that certain 0.4126 acre (17,973 square feet) parcel of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of the 241.13 acre Tract Two as conveyed to 304 Joint Venture recorded in Document Number 2001080208 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 0.4126 of one acre (17,973 square feet) parcel being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

COMMENCING at a 1/2-inch iron rod with a yellow plastic cap stamped "SURVCON INC." set for the most easterly southeast corner of said 241.13 acre tract and lying in the existing northwesterly right of way line of Farm to Market Road Number 1325 (FM 1325); thence as follows:

South 27°51'48" West, with the common line between said 241.13 acre tract and said northwesterly right of way line of FM 1325 a distance of 280.95 feet to an exterior ell corner of said 241.13 acre tract, same being the most easterly southeast corner of a called 631.95 acre tract as conveyed to Robinson Ranch, et al, recorded in Volume 2512, Page 349 of the O.R.W.C.T.;

North 24°04'16" West along the line common to both the said 241.13 acre tract and said 631.95 acre tract, a distance of 246.16 feet to an interior ell corner of the said 241.13 acre tract and the most westerly southeast corner of said 631.95 acre tract;

South 67°55'44" West continuing along the line common to both the said 241.13 acre tract and said 631.95 acre tract, a distance of 1,699.89 feet to a 1/2-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap (X=3,123,504.54, Y=10,148,933.99) set at 261.85 feet left of and perpendicular to State Highway 45 (SH 45) Baseline Station 440+31.96 and being in the proposed northerly right-of-way line of SH 45 for the **POINT OF BEGINNING** of the herein described parcel;

1. THENCE South 67°55'44" West, continuing along the line common to both the said 241.13 acre tract and said 631.95 acre tract, a distance of 221.45 feet to 1/2-inch iron rod with a yellow plastic cap stamped "SURVCON INC." set for an angle point;

EXHIBIT "F"

EXHIBIT F Page 2 of 3 Pages

2. THENCE North 20°04'16" West, a distance of 163.21 feet to a 1/2-inch iron rod with a TxDOT aluminum cap set at 239.68 feet left of and perpendicular to SH 45 Baseline Station 437+62.39 in the proposed northerly right-of-way line of SH 45;

THENCE, along the proposed northerly right-of-way line of SH 45, the following two courses:

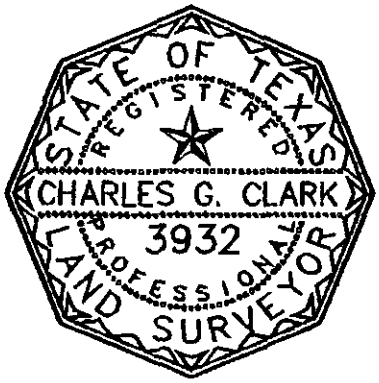
3. Southeasterly, an arc distance of 137.24 feet along said curve to the left, having a Radius of 2,281.11 feet, a Delta Angle of 03°26'50" and a Chord Bearing and Distance of South 74°47'01" East, 137.22 feet to a TxDOT bronze disk in concrete set for a point of reverse curvature;

4. Southeasterly, an arc distance of 133.27 feet along said curve to the right, having a Radius of 2,887.79 feet, a Delta Angle of 02°38'39" and a Chord Bearing and Distance of South 75°11'07" East, 133.26 feet to the **POINT OF BEGINNING** and containing a computed area of 0.4126 acres (17,973 square feet) of land, more of less.

This Metes and Bounds description is accompanied by a separate plat.
Calls in parenthesis denote record information.
The proposed baseline information recited herein is based on a design schematic drawing provided by Turner, Collie and Braden, Inc.

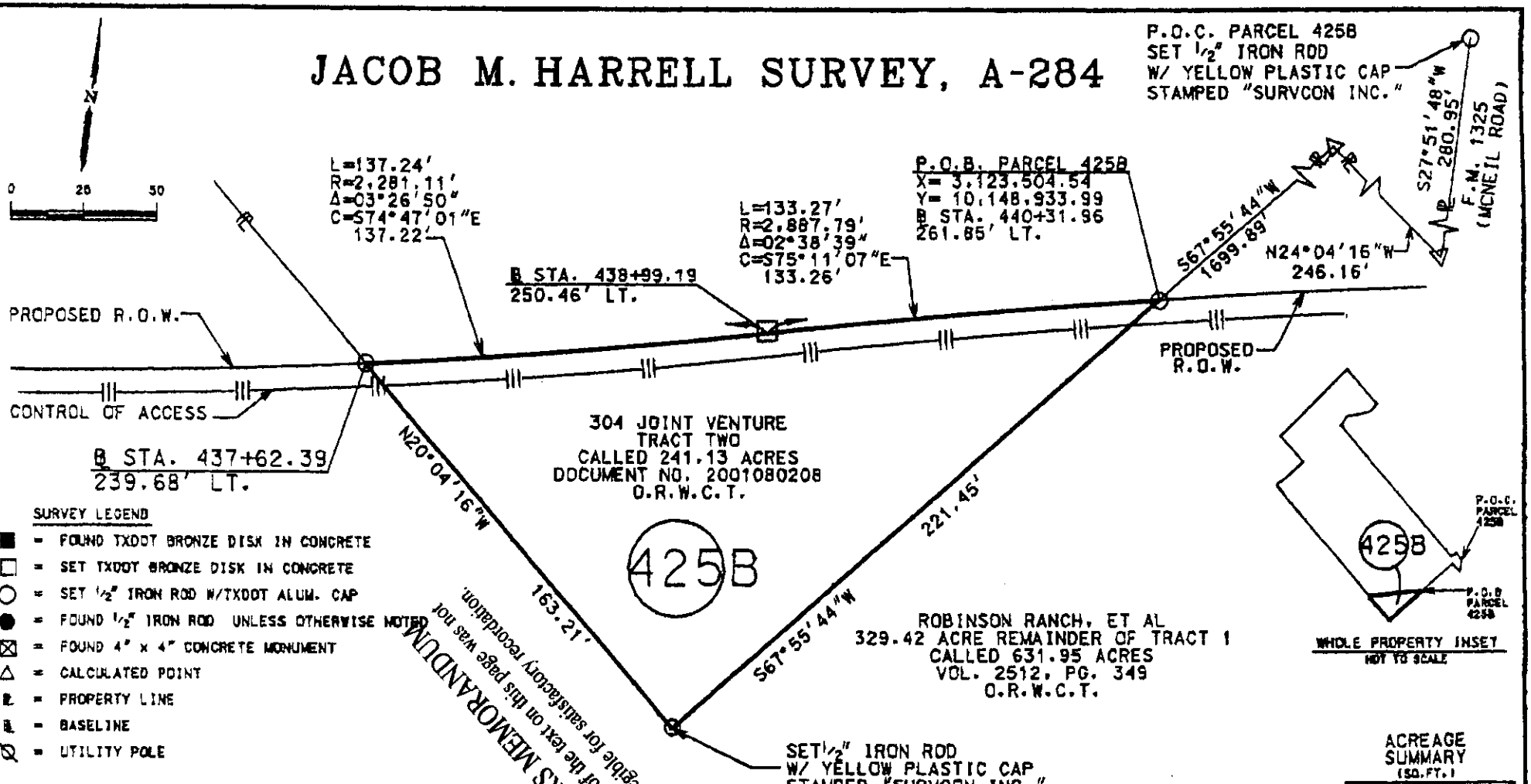
Charles G. Clark 12/7/01

Charles G. Clark
Registered Professional Land Surveyor
Texas Registration No. 3932



SURVCON INC.
400 West 15th St., Suite 1030
Austin, TX 78701
(512) 457-7870
December, 2001

JACOB M. HARRELL SURVEY, A-284



SURVEY LEGEND

- ■ = FOUND TXDOT BRONZE DISK IN CONCRETE
- □ = SET TXDOT BRONZE DISK IN CONCRETE
- ○ = SET 1/2" IRON ROD W/TXDOT ALUM. CAP
- ● = FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℄ = PROPERTY LINE
- ℄ = BASELINE
- Ø = UTILITY POLE

NOTES:

1. BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY NOT INCLUDE EASEMENTS AND INFORMATION PERTAINING TO THESE TRACTS. RECORD INFORMATION SHOWN ON THIS MAP ARE BASED ON PUBLIC RECORD INFORMATION. THE SURVEYOR HAS NOT ABSTRACTED THESE TRACTS.
3. THE BASELINE SHOWN HEREON IS PER A DESIGN SCHEMATIC FILE PROVIDED BY TURNER, COLLIE AND BRADEN, INC.
4. D.E. INDICATES DRAINAGE EASEMENT
5. P.U.E. INDICATES PUBLIC UTILITY EASEMENT
6. O.R.W.C.T. INDICATES OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
7. W.C.P.R. INDICATES WILLIAMSON COUNTY PLAT RECORDS
8. W.C.D.R. INDICATES WILLIAMSON COUNTY DEED RECORDS
9. R.P.R.T.C.T. INDICATES REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
10. T.C.P.R. INDICATES TRAVIS COUNTY PLAT RECORDS
11. T.C.D.R. INDICATES TRAVIS COUNTY DEED RECORDS
12. THIS PLAT ... COMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

STATE OF TEXAS
REGISTERED
CHARLES G. CLARK
3932
PROFESSIONAL
LAND SURVEYOR

Charles G. Clark DATE: 12/7/01

CHARLES G. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION # 3932

ACREAGE SUMMARY
(SQ.FT.)

WHOLE PROPERTY	241.13 (10,503,623)
AREA ACQUIRED	0.4126 (17,973)
REMAINDER LEFT	240.72 (10,485,650)
REMAINDER RIGHT	—

S.H. 45
CSJ: 0683-06-010
PARCEL PLAT
FOR PARCEL 425B
COUNTY: WILLIAMSON
GRANTOR: 304 JOINT VENTURE

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH STREET, SUITE 1030
AUSTIN, TEXAS 78701
TELEPHONE (512) 457-7870, FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 50'	JOB #: 417-1031
DATE: DEC 2001	F.B. #: SH 45
DRAWN BY: LW	CAD FILE: par4258.dgn
CHECKED BY: CGC	SHEET 1 OF 1

Exhibit F

EXHIBIT G Page 1 of 3 Pages

County: Williamson
Highway: State Highway 45
Limits: From El Salido Parkway to RM 685
CSJ: 0683-06-010

Property Description for Parcel 425A CE 1

Being all that certain 39,121 square feet (0.8981 of one acre) parcel of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of the 329.42 acre remainder of Tract 1, a called 631.95 acre tract as conveyed to Robinson Ranch, et al, by a deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 39,121 square feet (0.8981 of one acre) parcel of land being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a combined surface adjustment factor of 1.00012:

COMMENCING for a point of reference at a 1/2-inch iron rod set in the existing westerly right-of-way line of McNeil Road (width varies) for the northeast corner of said 329.42 acre remainder tract and the southerly corner of Lot 20, Block B of Cimarron Section 8A, as shown on the map or plat thereof, recorded in Cabinet E, Slide 342 of the Williamson County Plat Records and conveyed to Luis A. Cantu, et ux, by a deed recorded in Volume 533, Page 194 of the Williamson County Deed Records; thence as follows:

South 27°51'48" West, along the line common to said 329.42 acre remainder tract and the existing westerly right-of way line of said McNeil Road, a distance of 1,831.01 feet to a Texas Department of Transportation (TxDOT) bronze disk in concrete (X=3,124,455.83, Y=10,147,977.63) set at 317.43 feet right of and perpendicular to State Highway 45 (SH 45) Proposed Baseline Station 452+50.15, for the **POINT OF BEGINNING**;

1. THENCE, South 27°51'48" West, continuing along the easterly line of said 329.42 acre remainder tract and the westerly right-of-way line of said McNeil Road, a distance of 801.84 feet to a 1/2-inch iron rod with TxDOT aluminum cap set at 1,111.19 feet right of and perpendicular to SH 45 Proposed Baseline Station 451+36.57 for an angle point;

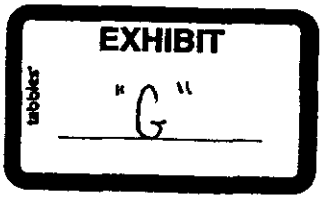


EXHIBIT G Page 2 of 3 Pages

THENCE leaving the westerly right-of-way line of said McNeil Road and crossing the remainder of said 329.42 acre remainder tract the following three courses:

2. North 15°35'47" East, a distance of 233.02 feet to a 1/2-inch iron rod with TxDOT aluminum cap set for an angle point;

3. North 25°57'16" East, a distance of 300.31 feet to a 1/2-inch iron rod with TxDOT aluminum cap set for an angle point;

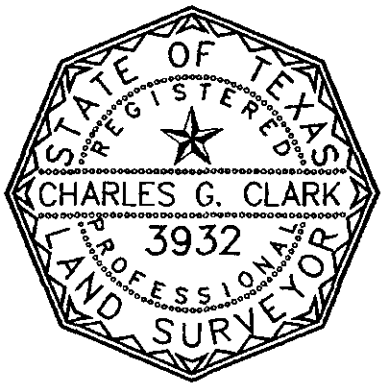
4. North 27°34'05" East, a distance of 294.47 feet to a 1/2-inch iron rod with TxDOT aluminum cap set in the proposed southerly right-of-way line of SH 45;

5. THENCE South 43°35'52" East, along the proposed southerly right-of-way line of SH 45, a distance of 64.37 feet to the **POINT OF BEGINNING** and containing a computed area of 39,121 square feet (0.8981 of one acre) of land, more or less.

This Metes and Bounds description is accompanied by a survey plat having the same date.
Calls in parenthesis denote record information for the parent tract.
The proposed baseline referenced herein is per a design schematic provided by Turner, Collie and Braden, Inc.

Charles G. Clark 8/27/07

Charles G. Clark Date
Registered Professional Land Surveyor
Texas Registration Number 3932



SURVCON INC.
400 West 15th Street, Suite 1030
Austin, Texas 78701
(512) 457-7870
Revised August 2002

JACOB M. HARRELL SURVEY, A-284

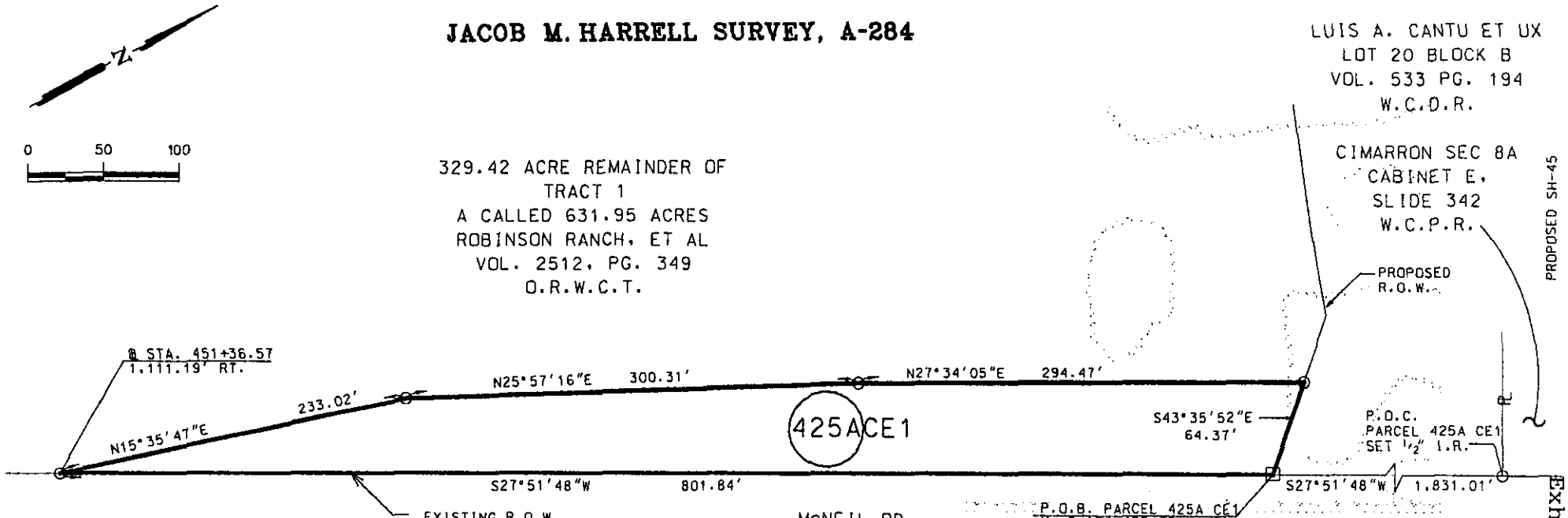


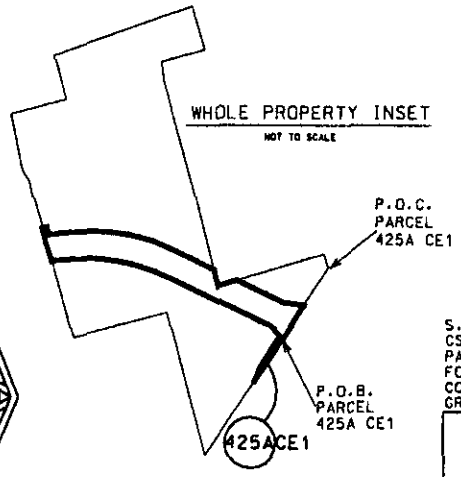
Exhibit G

NOTES:

1. BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY NOT INCLUDE EASEMENTS AND INFORMATION PERTAINING TO THESE TRACTS. RECORD INFORMATION SHOWN ON THIS MAP ARE BASED ON PUBLIC RECORD INFORMATION. THE SURVEYOR HAS NOT ABSTRACTED THESE TRACTS.
3. THE BASELINE SHOWN HEREON IS PER A DESIGN SCHEMATIC FILE PROVIDED BY TURNER, COLLIE AND BRADEN, INC.
4. D.E. INDICATES DRAINAGE EASEMENT
5. P.U.E. INDICATES PUBLIC UTILITY EASEMENT
6. O.R.W.C.T. INDICATES OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
7. W.C.P.R. INDICATES WILLIAMSON COUNTY PLAT RECORDS
8. W.C.D.R. INDICATES WILLIAMSON COUNTY DEED RECORDS
9. THIS PLAT ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION

SURVEY LEGEND

- ■ = FOUND TxDOT BRONZE DISK IN CONCRETE
- □ = SET TxDOT BRONZE DISK IN CONCRETE
- ○ = SET 1/2" IRON ROD W/TxDOT ALUM. CAP
- ● = FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" TxDOT TYPE 1 CONCRETE MONUMENT
- △ = CALCULATED POINT
- PL = PROPERTY LINE
- BL = PROPOSED BASELINE



RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation

ACREAGE SUMMARY
(ACRES)

WHOLE PROPERTY	14,349,535 (329.42)
AREA ACQUIRED	39,121 (0.8981)
REMAINDER LEFT	N/A
REMAINDER RIGHT	N/A

S.H.45
CSJ: 0683-06-01
PARCEL PLAT
FOR PARCEL 425A CE1
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH ET AL

REVISED: AUGUST 27, 2002

STATE OF TEXAS
REGISTERED
CHARLES G. CLARK
3932
PROFESSIONAL
LAND SURVEYOR

DATE: 8/27/02

CHARLES G. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3932

NO PARTS OF THIS DRAWING MAY BE REPRODUCED OR RETRANSMITTED IN ANY WAY OR FORM (ELECTRONIC, MECHANICAL, PHOTOCOPYING, OR OTHERWISE) WITHOUT THE EXPRESS WRITTEN PERMISSION OF SURVCON INC.

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH ST., SUITE 1030
AUSTIN, TX 78701
(512) 457-7870 FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-658
DATE: SEPT 2001	F.B. #: S.H. 45
DRAWN BY: LW	CAD FILE: PAR425CE1
CHECKED BY: CJC	SHEET 1 OF 1 PAGE 3 OF 3 PAGES

27 AUG 2002 14:01:09
Z:\417031H45\drafting\SH45PARCELS\PAR425CE1-sht1.DGN

EXHIBIT H Page 1 of 3 Pages

County: Williamson
Highway: State Highway 45
Limits: From El Salido Parkway to RM 685
CSJ: 0683-06-010

Property Description for Parcel 425A CE 2

Being all that certain 4,656 square feet (0.1069 of one acre) parcel of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of the 329.42 acre remainder of Tract 1, a called 631.95 acre tract as conveyed to Robinson Ranch, et al, by a deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.). Said 4,656 square feet (0.1069 of one acre) parcel being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a combined surface adjustment factor of 1.00012:

COMMENCING for a point of reference at a 1/2-inch iron rod set in the existing westerly right-of-way line of McNeil Road (width varies) for the northeast corner of said 329.42 acre tract, same being the southerly corner of Lot 20, Block B of Cimarron Section 8A, as shown on the map or plat thereof, recorded in Cabinet E, Slide 342 of the Williamson County Plat Records and conveyed to Luis A. Cantu, et ux, by a deed recorded in Volume 533, Page 194 of the Williamson County Deed Records; thence as follows:

South 27°51'48" West, along the common line between said 329.42 acre tract and said existing westerly right-of way line of McNeil Road, a distance of 904.92 feet to a 1/2-inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap (X=3,124,888.65, Y=10,148,796.35) set at 598.48 feet left of and perpendicular to State Highway 45 (SH 45) Proposed Baseline Station 453+97.59, for the **POINT OF BEGINNING**;

1. THENCE, South 27°51'48" West, continuing along the common line between said 329.42 acre tract and said westerly right-of-way line of McNeil Road, a distance of 302.58 feet to a TxDOT bronze disk in concrete set at 299.72 feet left of and perpendicular to SH 45 Proposed Baseline Station 453+40.65;

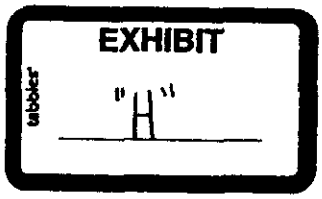


EXHIBIT H Page 2 of 3 Pages

2. THENCE, North 86°51'21" West, along the proposed northerly right-of-way line for SH 45, a distance of 20.97 feet to a 1/2-inch iron rod with TxDOT aluminum cap set for an angle point;

THENCE crossing said 329.42 acre remainder tract the following two courses:

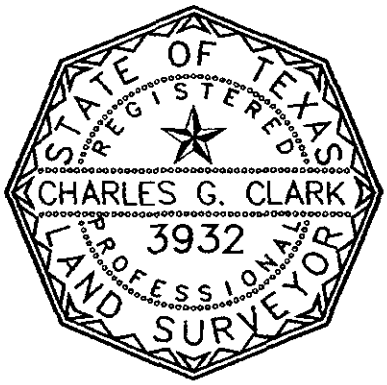
3. North 28°16'45" East, a distance of 211.50 feet to a 1/2-inch iron rod with TxDOT aluminum cap set for an angle point;

4. North 37°48'35" East, a distance of 101.37 feet to the **POINT OF BEGINNING** and containing a computed area of 4,656 square feet (0.1069 of one acre) of land, more or less.

This Metes and Bounds description is accompanied by a survey plat having the same date.
Calls in parenthesis denote record information for the parent tract.
The proposed baseline referenced herein is per a design schematic provided by Turner, Collie and Braden, Inc.

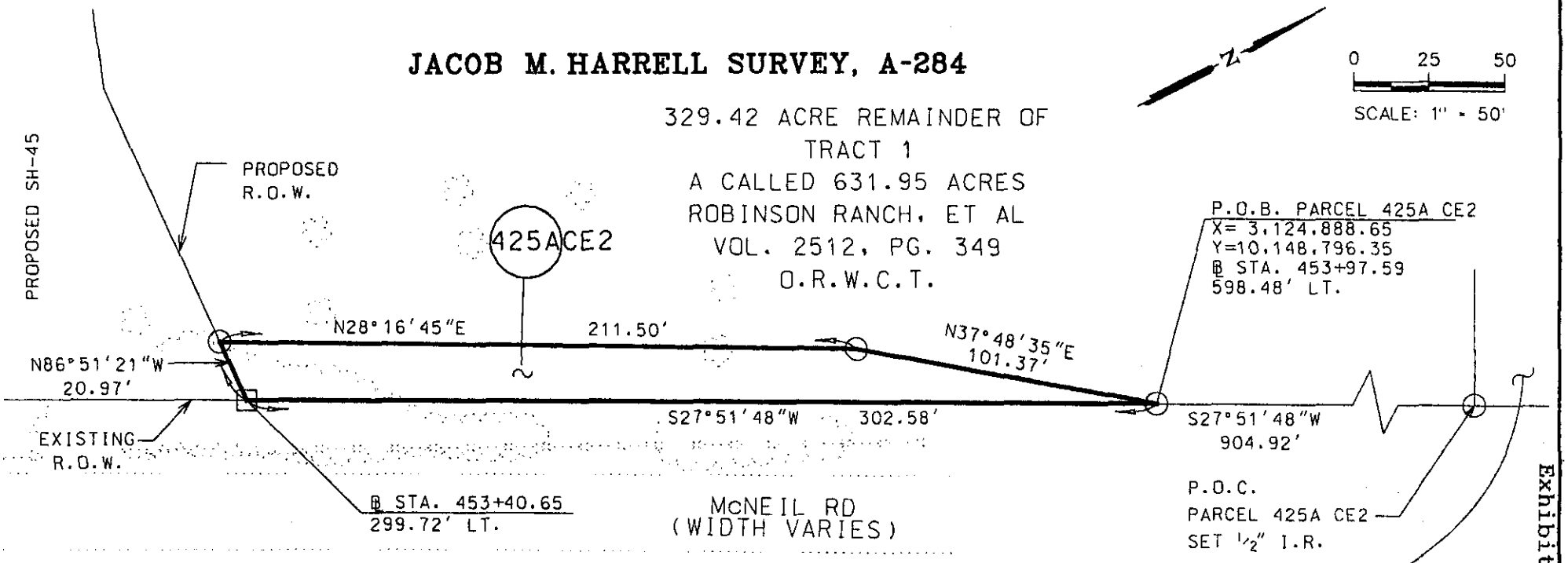
Charles G. Clark 8/27/02

Charles G. Clark Date
Registered Professional Land Surveyor
Texas Registration Number 3932



SURVCON INC.
400 West 15th Street, Suite 1030
Austin, Texas 78701
(512) 457-7870
Revised August 2002

JACOB M. HARRELL SURVEY, A-284

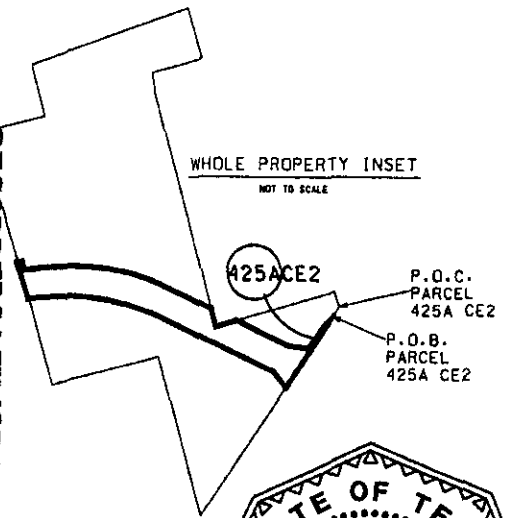


NOTES:

1. BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY NOT INCLUDE EASEMENTS AND INFORMATION PERTAINING TO THESE TRACTS. RECORD INFORMATION SHOWN ON THIS MAP ARE BASED ON PUBLIC RECORD INFORMATION. THE SURVEYOR HAS NOT ABSTRACTED THESE TRACTS.
3. THE BASELINE SHOWN HEREON IS PER A DESIGN SCHEMATIC FILE PROVIDED BY TURNER, COLLIE AND BRADEN, INC.
4. D.E. INDICATES DRAINAGE EASEMENT
5. P.U.E. INDICATES PUBLIC UTILITY EASEMENT
6. O.R.W.C.T. INDICATES OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
7. W.C.P.R. INDICATES WILLIAMSON COUNTY PLAT RECORDS
8. W.C.D.R. INDICATES WILLIAMSON COUNTY DEED RECORDS
9. THIS PLAT ACCOMPANIED BY A METES AND BOUNDS DESCRIPTION

SURVEY LEGEND

- ■ = FOUND TxDOT BRONZE DISK IN CONCRETE
- □ = SET TxDOT BRONZE DISK IN CONCRETE
- ○ = SET 1/2" IRON ROD W/TxDOT ALUM. CAP
- ● = FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" TxDOT TYPE 1 CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℞ = PROPERTY LINE
- ℄ = PROPOSED BASELINE



RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

Charles G. Clark 8/27/02
CHARLES G. CLARK DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3932 REVISED: AUG 02

NO PARTS OF THIS DRAWING MAY BE REPRODUCED OR RETRANSMITTED IN ANY WAY OR FORM(ELECTRONIC, MECHANICAL, PHOTOCOPYING, OR OTHERWISE) WITHOUT THE EXPRESS WRITTEN PERMISSION OF SURVCON INC.

STATE OF TEXAS
REGISTERED
CHARLES G. CLARK
3932
PROFESSIONAL
LAND SURVEYOR

ACREAGE SUMMARY
(ACRES)

WHOLE PROPERTY	14,349.535 (329.42)
AREA ACQUIRED	4.656 (0.1069)
REMAINDER LEFT	N/A
REMAINDER RIGHT	N/A

S.H.45
CSJ: 0683-06-010
PARCEL PLAT
FOR PARCEL 425A CE2
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH ET AL
REVISED: AUGUST 27, 2002

SURVCON INC.
PROFESSIONAL SURVEYORS
400 WEST 15TH ST., SUITE 1030
AUSTIN, TX 78701
(512) 457-7870 FAX (512) 320-0898
EMAIL: austin@survcon.com

SCALE: 1" = 50'	JOB #: 417-658
DATE: SEPT 2001	F.B. #: S.H. 45
DRAWN BY: LW	CAD FILE: PAR425CE2
CHECKED BY: CJC	SHEET 1 OF 1
	PAGE 3 OF 3 PAGES

27 AUG 2002 14:04:38
Z:\417103\H45\drafting\SH45PARCELS\PAR425CE2-sht1.DGN

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

09-20-2002 03:13 PM 2002072798
ANDERSON $175.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

CORRECTION RIGHT OF ENTRY, POSSESSION, USE AND CONSTRUCTION AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, the undersigned executed a Right of Entry, Possession, Use and Construction Agreement ("ROE") dated as of September 9, 2002, of record in Document No. 2002072798 of the Official Public Records of Williamson County, Texas; and

WHEREAS, the ROE contains an incorrect recitation which the undersigned desire to correct.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT the undersigned, for a full and valuable consideration in hand paid, do hereby amend the ROE as follows:

The very first paragraph of the ROE which appears as follows:

> "WHEREAS, the undersigned, ("GRANTOR"), are the owners of approximately 122.3366 acres of land located in Williamson County, Texas, identified as parcels 70, 70E, 70 DE1, 70DE2, 425A, 425B, 425CE1, and 425CE2 being more particularly described by metes and bounds on Exhibit "A"- "H" ("The Whole Property"); and"

shall be deleted in its entirety and replaced by the following:

> "WHEREAS, the undersigned, ("GRANTOR"), are the owners of several tracts of land in Williamson County, Texas, all as shown on Exhibit "A" ("The Whole Property"); and"

In addition, any reference to Exhibit "I" ("Part Taken") in the original ROE shall refer to Exhibits A through H of the original ROE document.

Except as modified by this instrument, the ROE shall remain in full force and effect as written.

Executed as of this 5 day of December, 2002.

GRANTOR:

ROBINSON LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: **ROBINSON ASSOCIATES,**
a Texas general partnership, General Partner

By: _____
A.H. Robinson, III, General Partner

By: _____
John Oscar Robinson, III, General Partner

ROBINSON 1992 LAND LIMITED PARTNERSHIP,
a Texas limited partnership

By: _____
A.H. Robinson, III, General Partner

By: _____
John Oscar Robinson, General Partner

ROBINSON RANCH, a Texas general partnership

By: _____
A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: Flora Robinson Cosper

Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: Carla Robinson Allen

Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: **J. P. Morgan Chase Bank**, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr.
As Assignee of a partnership interest in the Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the transaction herein.

By: Thomas Clark
Printed Name: Thomas Clark
Title: VP

By: **GER 1999 Limited Partnership**,
a Texas limited partnership, Its General Partner

By: G. E. Robinson, LLC,
a Texas limited liability company,
Its General Partner

By: J. Oscar Robinson

J. Oscar Robinson, Manager

304 JOINT VENTURE, a Texas general partnership

By: **ROBINSON LAND LIMITED PARTNERSHIP**,
a Texas limited partnership, Its General Partner

By: **ROBINSON ASSOCIATES**,
a Texas general partnership, General Partner

By: _____
A.H. Robinson, III, General Partner

By: _____
John Oscar Robinson, General Partner

By: **ROBINSON 1990 LAND LIMITED PARTNERSHIP**,
a Texas limited partnership, Its General Partner

By: _____
A.H. Robinson, III, General Partner

By: _____
John Oscar Robinson, General Partner

By: **ROBINSON 1992 LAND LIMITED PARTNERSHIP**,
a Texas limited partnership, Its General Partner

By: _____
A.H. Robinson, III, General Partner

By: _____
John Oscar Robinson, General Partner

By: _____
A.H. Robinson, III, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust,
Its General Partner

By: _____

John Oscar Robinson, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust,
Its General Partner

By: **ROBINSON RANCH**, a Texas general partnership,
Its General Partner

By: _____

A.H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: _____

Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W of A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: _____

Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.
Its: General Partner

By: **J. P. Morgan Chase Bank**, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr.
As Assignee of a partnership interest in the Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the transaction herein.

By: Thomas Clark
Printed Name: Thomas Clark
Title: VP

By: **GER 1999 Limited Partnership**,
a Texas limited partnership, Its General Partner

By: G. E. Robinson, LLC,
a Texas limited liability company,
Its General Partner

By: J. Oscar Robinson
J. Oscar Robinson, Manager

Flora Robinson Cosper
Flora Robinson Cosper, individually

GRANTEE:

COUNTY OF WILLIAMSON

By: John C. Doerfler 12-5-02
John Doerfler, County Judge

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 11th day of November, 2002, by A.H. Robinson, III, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of the partnerships.

(SEAL)

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2002, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, on behalf of the partnerships.

(SEAL)

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of November, 2002, by A.H. Robinson, III, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of the partnership.

(SEAL)

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2002, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, on behalf of the partnership.

(SEAL) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of November, 2002, by A.H. Robinson, III, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

(SEAL)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of November, 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

Robin A. Skruhak
Notary Public, State of Texas

(SEAL) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1st day of December, 2002, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, on behalf of the trusts and said general partnership.

(SEAL) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day of November, 2002, by Thomas Clark, Vice-President of J.P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, on behalf of the trusts and said general partnership.

(SEAL) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2002, by J. Oscar Robinson, Manager of G. E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, on behalf of the limited liability company, the limited partnership and said general partnership.

(SEAL) ROBIN A. SKRUHAK Notary Public, State of Texas My Commission Expires NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of November, 2002, by A.H. Robinson, III, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

(SEAL)

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2002, by John Oscar Robinson, General Partner of Robinson Associates, a Texas general partnership, General Partner of Robinson Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

(SEAL)

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of November, 2002, by A.H. Robinson, III, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

(SEAL)

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2002, by John Oscar Robinson, General Partner of Robinson 1990 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

(SEAL)

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of November, 2002, by A.H. Robinson, III, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

(SEAL)

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2002, by John Oscar Robinson, General Partner of Robinson 1992 Land Limited Partnership, a Texas limited partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the partnerships.

(SEAL)

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of November, 2002, by A.H. Robinson, III, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, for 304 Joint Venture, a Texas general partnership, on behalf of said trusts.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

(SEAL)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2002, by John Oscar Robinson, Co-Trustee of the George E. Robinson 1986 Family Trust and Co-Trustee of the Virginia E. Robinson 1986 Family Trust, for 304 Joint Venture, a Texas general partnership, on behalf of said trusts.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

(SEAL)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12th day of November, 2002, by A.H. Robinson, III, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A.H. Robinson, III Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the A.H. Robinson, III Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

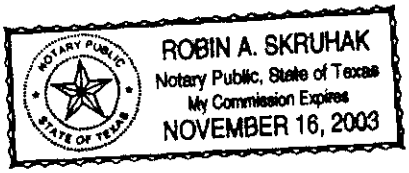
(SEAL)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of November, 2002, by Flora Robinson Cosper, Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the estate, the trusts and said general partnership.

(SEAL)



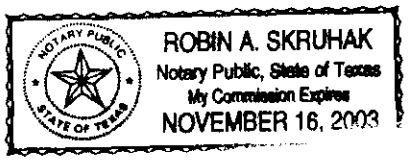
Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18th day of November, 2002, by Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.

(SEAL)



Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19th day of November, 2002, by Thomas Clark, Vice President of J.P. Morgan Chase Bank, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A.H. Robinson, Jr., Assignee of a partnership interest in Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the trusts and said general partnership.

(Seal) ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15th day of November, 2002, by J. Oscar Robinson, Manager of G. E. Robinson, LLC, a Texas limited liability company, General Partner of GER 1999 Limited Partnership, a Texas limited partnership, General Partner of Robinson Ranch, a Texas general partnership, General Partner of 304 Joint Venture, a Texas general partnership, on behalf of the limited liability company, the limited partnership and said general partnership.

(SEAL) ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of November, 2002, by Flora Robinson Cosper, individually.

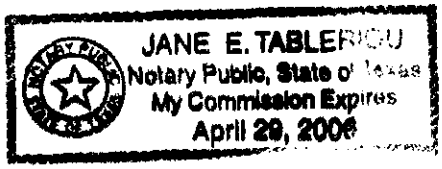
(SEAL) ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 5 day of DECEMBER 2002, by John Doerfler, County Judge out of the County of Williamson, State of Texas, on behalf of said County.



Notary Public, State of Texas

(SEAL)

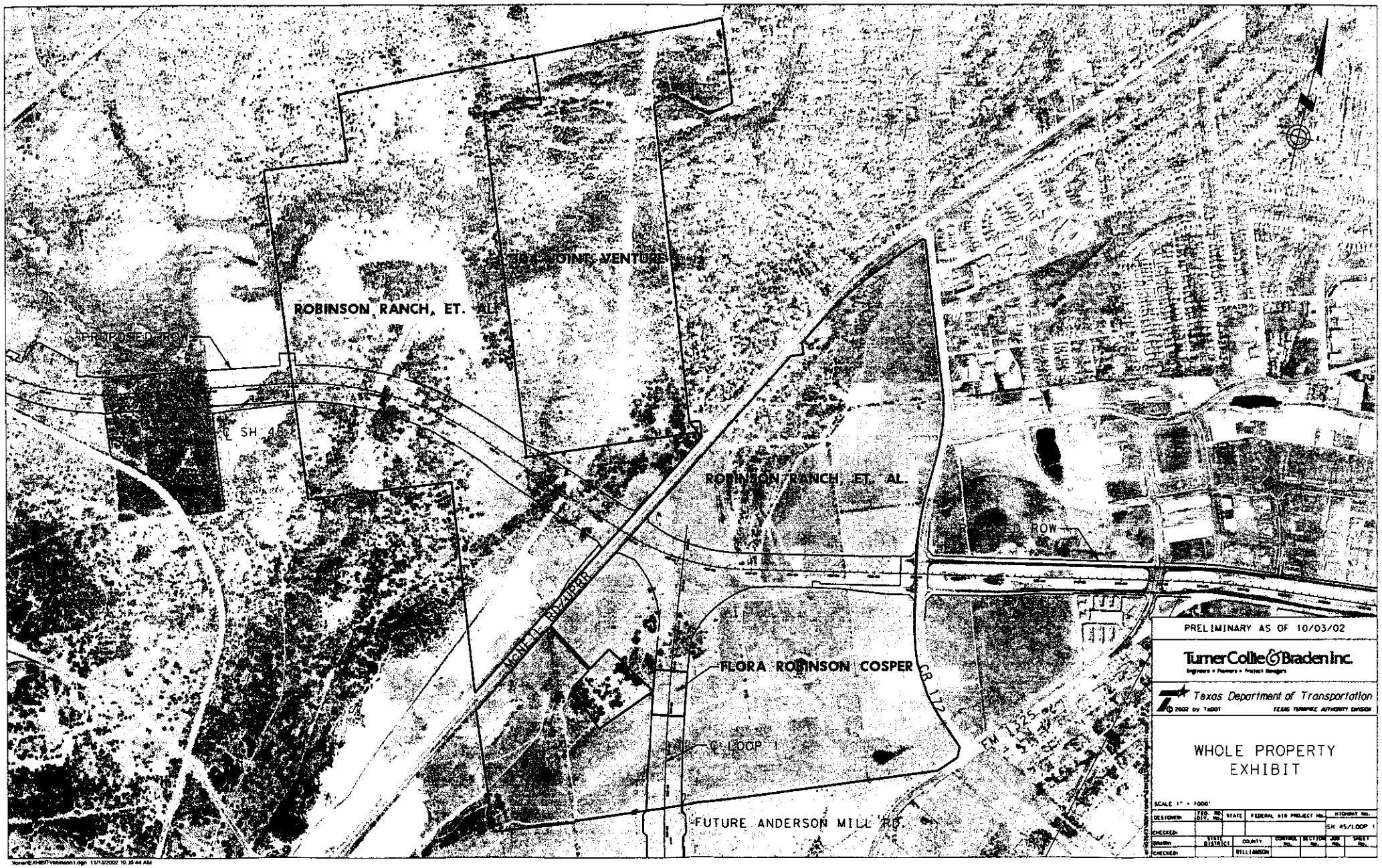


EXHIBIT A

RECORDERS MEMORANDUM
All or part of the text on this page was not clearly legible for satisfactory recordation.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

12-06-2002 03:11 PM 2002096702
ANDERSON $41.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

sheets + Crossfield

RELEASE OF RIGHT-OF-ENTRY AGREEMENT

Date: _____, 2021

Releasor/: WILLIAMSON COUNTY, TEXAS

Releasor's Mailing Address (including county):

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Williamson County

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (with any improvements):

All that certain 4.034-acre tract described in further detail by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes ("Property").

For valuable consideration, the receipt of which is hereby acknowledged, Releasor Williamson County does abandon, release, and discharge all of its right, title, and interest in and to the Property pursuant to a Right-of-Entry Agreement for Transportation Purposes as recorded in Doc.# 2001005316, Official Records of Williamson County, Texas. Neither Releasor nor its administrators, successors, or assigns shall have, claim, or demand any right or title in and to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

[signature page follows]

EXECUTED on this the _____ day of _____,2021.

RELEASOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell Jr., County Judge

Acknowledgment

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Bill Gravell Jr., in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

After recording return to:

Sheets & Crossfield, P.C.
309 East Main St.
Round Rock, Texas 78664

Exhibit "A"

RIGHT-OF-ENTRY AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Right-of-Entry Agreement ("Agreement,") effective the 9th day of January, 2001 between Williamson County (the "County"), and Robinson Ranch (the "Grantor"), grants an irrevocable right to the County, its contractors, agents, assigns and all others deemed necessary by the County to enter the property described herein for the purpose of constructing a drainage easement for a portion of State Highway No. 45. The property involved is described more fully in field notes and plat map (attached) and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2. below, the receipt and sufficiency of which is acknowledged, Grantor(s) grant, bargain, sell and convey to the County the right-of-entry on, over, under and through the Property for the purpose of constructing a drainage improvement for a portion of State Highway No. 45. This Agreement will extend to the County, its contractors, assigns and/or owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of these utilities on the Property.

2. In full consideration for this right-of-entry, the County will tender to the Grantor(s) the sum of One Hundred Dollars ($100.00). The Grantor(s) agrees that this sum represents adequate and full compensation for the right-of-entry on, over, under and through the Property. The County will be entitled to a right-of-entry of the Property upon tender of payment.

3. This Agreement is made with the understanding that the Parties contemplate entering into a Real Estate Contract whereby the County agrees to purchase and the Grantor agree to sell the Property for an agreed upon purchase price.

4. The purpose of this Agreement is to allow the County to proceed with its construction project without delay.

5. Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waive all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder. The extraction of oil, gas and minerals may not affect the geological stability of the surface.

6. The undersigned Grantee agrees to pay all taxes, including prorated taxes for the current year, and special assessments due after the time the County takes possession of the Property.

7. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal, representatives, successors and assigns of the parties.

8. It is agreed the County will record this document.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

In witness whereof, this instrument is executed on this the ____ day of _____, 2000.

EXHIBIT____ Page 1 of 6 Pages

County: Williamson
Highway: State Highway 45
Limits: From West of US 183 to FM 685
CSJ:

Property Description for Parcel 70E

Being all that certain 4.034 acre (175,721 square feet) tract of land situated in the Jacob M. Harrell Survey, A-284, Williamson County, Texas and being out of and a part of a called 523.74 acre tract, referred to as Tract 2(A), conveyed to Robinson Ranch (47.414%) per deed recorded in Volume 2512, Page 349 of the Official Records of Williamson County, Texas (O.R.W.C.T.); Robinson 1992 Land Limited Partnership (1.16%) per deed recorded in Volume 2512, Page 394 O.R.W.C.T.; Robinson Land Limited Partnership (32.68%) per deed recorded in Volume 2512, Page 408 O.R.W.C.T.; Robinson 1992 Land Limited Partnership (18.746%) per deed recorded in Volume 2512, Page 425 O.R.W.C.T. Said 4.034 acre tract being more particularly described by metes and bounds as follows with all bearings and coordinates based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a surface adjustment factor of 1.00012:

BEGINNING at a Texas Department of Transportation (TxDOT) brass disk in concrete (X= 3,128,365.80, Y=10,147,995.15) set at the intersection of the existing westerly right-of-way line of County Road 172 (120 feet wide) described in dedication deed to Williamson County, Texas recorded in Volume 1130, Page 547 O.R.W.C.T. and the proposed southerly right-of-way line of State Highway 45 (SH 45) at 615.75 feet right of and perpendicular to SH 45 Baseline Station 489+97.39, said point being the most easterly southeast corner of the herein described tract;

THENCE, crossing said 523.74 acre tract and along the proposed southerly right-of-way line of SH 45, the following six courses:

1. North 16°50'56" West, a distance of 111.88 feet to a TxDOT brass disk in concrete set for an angle point;

2. North 12°23'54" West, a distance of 180.70 feet to a TxDOT brass disk in concrete set for an angle point;

3. North 57°23'53" West, a distance of 97.58 feet to a TxDOT brass disk in concrete set for an angle point;

4. South 77°36'07" West, a distance of 280.90 feet to a TxDOT brass disk in concrete set for an angle point;

5. South 82°56'26" West, a distance of 585.75 feet to a TxDOT brass disk in concrete set for an angle point;

16. South 77°36'07" West, a distance of 305.89 feet to a ½-inch iron rod with TxDOT aluminum cap set at 200.00 feet right of and perpendicular to SH 45 Baseline Station 477+49.71 for the most westerly southwest corner of the herein described tract;

THENCE, departing said proposed southerly right-of-way line of SH 45 and crossing said 523.74 acre tract, the following five courses:

17. North 12°23'53" West, a distance of 75.00 feet to a ½-inch iron rod with TxDOT aluminum cap set for an angle point;

18. North 77°36'07" East, a distance of 90.00 feet to a ½-inch iron rod with TxDOT aluminum cap set for an angle point;

19. South 12°23'53" East, a distance of 25.00 feet to a ½-inch iron rod with TxDOT aluminum cap set for an angle point;

20. North 77°36'07" East, a distance of 971.02 feet to a ½-inch iron rod with TxDOT aluminum cap set for an angle point;

21. North 12°36'06" West, a distance of 362.00 feet to a ½-inch iron rod with TxDOT aluminum cap set at 212.00 feet left of and perpendicular to SH 45 Baseline Station 488+09.45 in the proposed northerly right-of-way line of SH 45;

THENCE, along the proposed northerly right-of-way line of SH 45, the following four courses:

22. North 77°36'07" East, a distance of 120.69 feet to a TxDOT brass disk in concrete set for an angle point;

23. North 34°02'26" East, a distance of 82.54 feet to a TxDOT brass disk in concrete set for an angle point and the beginning of a non-tangent curve to the right;

14. An arc distance of 127.20 feet along said curve to the right, with a Radius of 3,080.47 feet, a Delta Angle of 02°21'57", and a Chord Bearing and Distance of North 09°35'18" West, 127.19 feet to a TxDOT brass disk in concrete set for the end of said curve;

15. North 01°08'44" West, a distance of 106.83 feet to a TxDOT brass disk in concrete set in the existing westerly right-of-way line of said County Road 172 and the easterly line of said 523.74 acre tract, at 500.70 feet left of and perpendicular to SH 45 Baseline Station 490+17.03, being in the arc of a non-tangent curve to the left and being the northeast corner of the herein described tract;

THENCE, along the existing westerly right-of-way line of said County Road 172 and the easterly line of said 523.74 acre tract, the following three courses:

16. An arc distance of 419.36 feet along said curve to the left, with a Radius of 3,720.44 feet, a Delta Angle of 06°27'29", and a Chord Bearing and Distance of South 09°22'21" East, 419.13 feet to a ½-inch iron rod with TxDOT aluminum cap set for the end of said curve;

17. South 12°36'06" East (S10°49'30" E), a distance of 694.42 feet to a ½-inch iron rod with TxDOT aluminum cap set for the beginning of a tangent curve to the left;

18. An arc distance of 3.48 feet along said curve to the left, with a Radius of 2,060.00 feet, a Delta Angle of 00°05'48", and a Chord Bearing and Distance of South 12°39'28" East, 3.48 feet to the **POINT OF BEGINNING** and containing a computed area of 4.034 acres (175,721 square feet) of land, more or less.

This Metes and Bounds description is accompanied by a separate plat.
Calls in parenthesis denote record information.
The proposed baseline information recited herein is per a design schematic provided by Turner Collie and Braden, Inc.

STATE OF TEXAS
REGISTERED
JAY DEAN CANINE
4345
PROFESSIONAL
LAND SURVEYOR

Jay Dean Canine 7-24-00
Registered Professional Land Surveyor
Texas Registration Number 4345

SURVCON INC.
5316 Highway 290, Suite 480
Austin, Texas 78735
(512) 899-8282
July 14, 2000

RECORDERS MEMORANDUM

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RECORDERS MEMORANDUM
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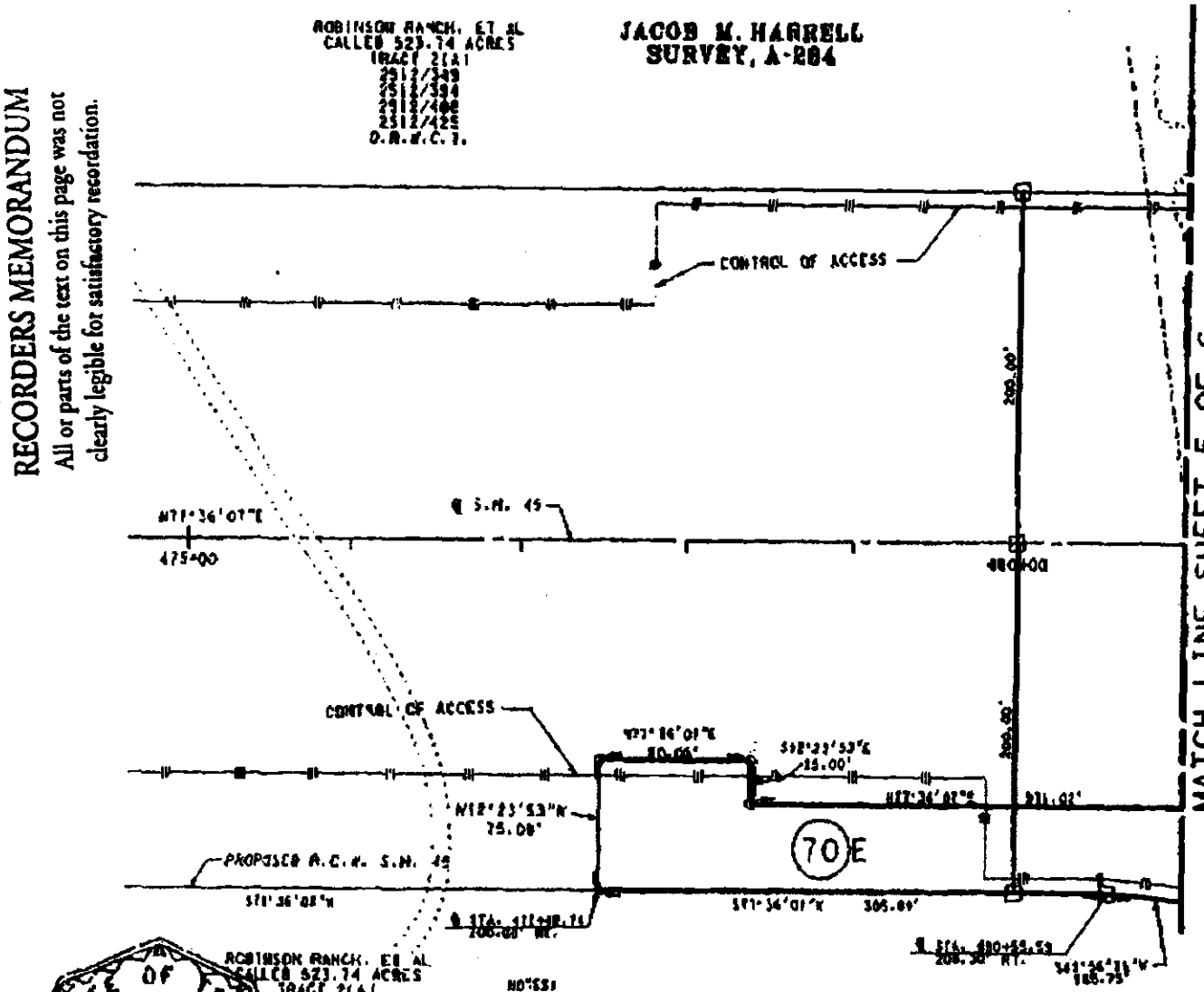


SURVEY LEGEND
- ■ = FOUND ½" IRON ROD W/PLASTIC CAP
- □ = SET ½" IRON ROD W/PLASTIC CAP
- ○ = SET ½" IRON ROD W/PLASTIC CAP
- ● = FOUND ½" IRON ROD UNLESS OTHERWISE NOTED
- ⊠ = FOUND 4" x 4" CONCRETE MONUMENT
- △ = CALCULATED POINT
- ℄ = PROPERTY LINE
- ℄ = BASELINE
- ⌀ = UTILITY POLE

ACREAGE SUMMARY (SQ.FT.)

WHOLE PROPERTY	
NEW ACQUIRED	175,926
REMAINDER LEFT	
REMAINDER RIGHT	

NOTES:
1. BEARINGS AND COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, 1983 NAD, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A SURFACE ADJUSTMENT FACTOR OF 1.00013.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND MAY NOT INCLUDE EASEMENTS AND INFORMATION PERTAINING TO THESE TRACTS. RECORD INFORMATION SHOWN ON THIS MAP IS BASED ON PUBLIC RECORD INFORMATION. THE SURVEYOR HAS NOT ABSTRACTED THESE TRACTS.
3. THE BASELINE SHOWN HEREON IS PER A DESIGN SCHEMATIC FILE PROVIDED BY TURNER, COLLIE AND BRADEN, INC.
4. D.E. INDICATES DRAINAGE EASEMENT
5. P.U.E. INDICATES PUBLIC UTILITY EASEMENT
6. O.R.W.C.T. INDICATES OFFICIAL RECORDS OF WILLIAMSON COUNTY TEXAS
7. W.C.P.R. INDICATES WILLIAMSON COUNTY PLAT RECORDS
8. W.C.D.R. INDICATES WILLIAMSON COUNTY DEED RECORDS
9. R.P.R.T.C.T. INDICATES REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
10. T.C.P.R. INDICATES TRAVIS COUNTY PLAT RECORDS
11. T.C.D.R. INDICATES TRAVIS COUNTY DEED RECORDS

STATE OF TEXAS
REGISTERED
JAY DEAN CANINE
5345
PROFESSIONAL
LAND SURVEYOR

DATE: 2-24-00

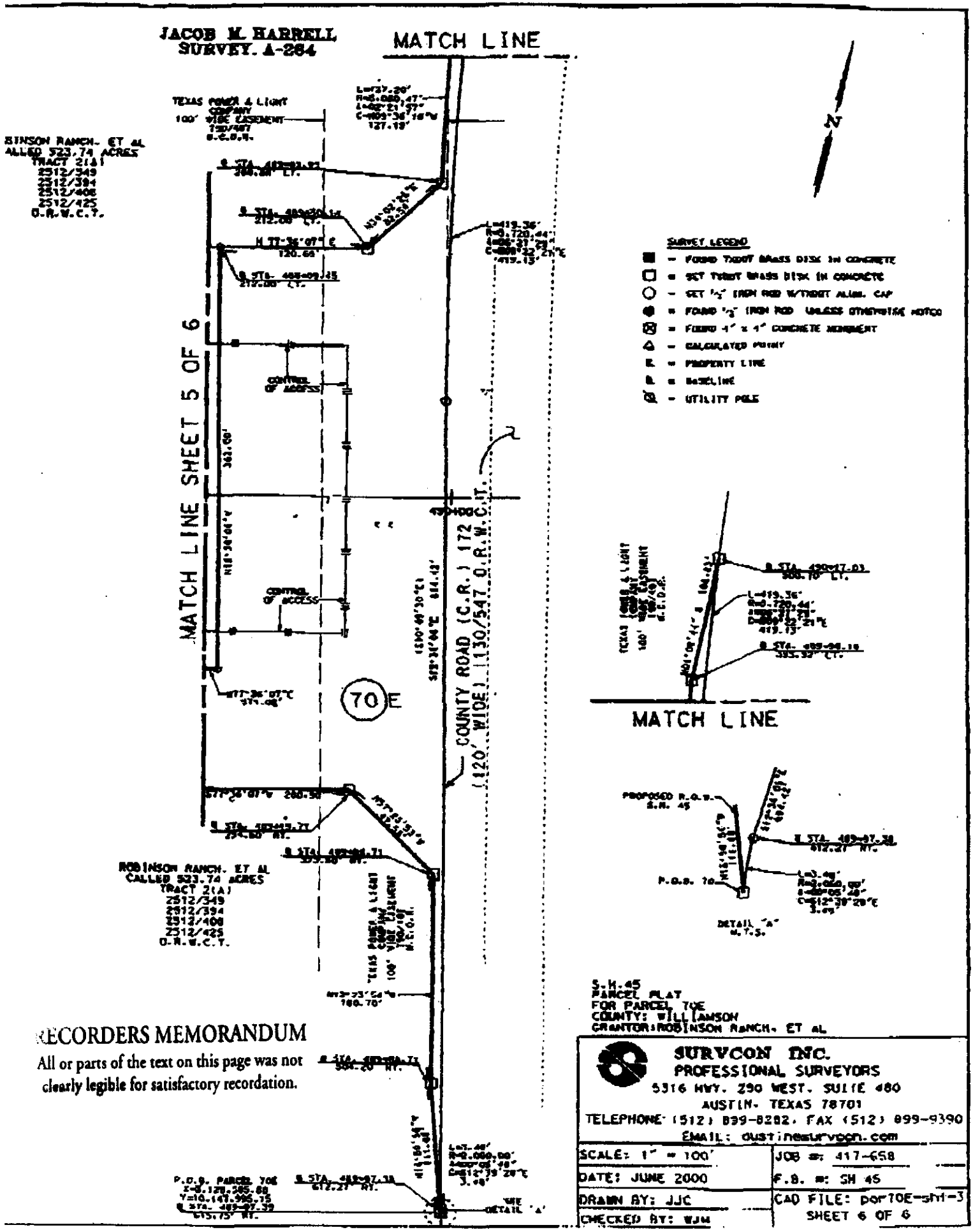
JAY DEAN CANINE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5345

S.H. 45
PARCEL PLAT
FOR PARCEL 70E
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH, ET AL

SURVCON INC.
PROFESSIONAL SURVEYORS
5316 HWY. 290 WEST, SUITE 480
AUSTIN, TEXAS 78701
TELEPHONE (512) 899-8282, FAX (512) 899-9390
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-658
DATE: JUNE 2000	F.B. #: SH 45
DRAWN BY: JJC	CAD FILE: par70E-sht-1
CHECKED BY: WJM	SHEET 4 OF 6

10/13/00 13:58 RCD 11:46 FAX 5127335384 512 416 2536 Mike Hellingenstein TXDOT CST/CUN SV 004 005



S.H.45
PARCEL PLAT
FOR PARCEL 70E
COUNTY: WILLIAMSON
GRANTOR: ROBINSON RANCH. ET AL

RECORDERS MEMORANDUM

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SURVCON INC.
PROFESSIONAL SURVEYORS
5316 HWY. 290 WEST. SUITE 480
AUSTIN. TEXAS 78701
TELEPHONE: (512) 899-8282. FAX (512) 899-9390
EMAIL: austin@survcon.com

SCALE: 1" = 100'	JOB #: 417-658
DATE: JUNE 2000	F.B. #: SH 45
DRAWN BY: JJC	CAD FILE: par70E-sht-3
CHECKED BY: WJM	SHEET 6 OF 6

GRANTORS:

ROBINSON LAND LIMITED PARTNERSHIP,
a Texas limited partnership
By: Robinson Associates, a Texas General Partnership, General Partner

By: _____
A. H. Robinson, III
General Partner

By: _____
John Oscar Robinson
General Partner

ROBINSON 1992 LAND LIMITED PARTNERSHIP,
a Texas limited partnership
By: Robinson Associates, a Texas General Partnership, General Partner

By: _____
A. H. Robinson, III
General Partner

By: _____
John Oscar Robinson
General Partner

ROBINSON RANCH, a Texas general partnership

By: _____
A. H. Robinson, III, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the A. H. Robinson, III Exempt Lifetime Trust U/W of A. H. Robinson, Jr., and as Trustee of the A. H. Robinson, III Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.

Its: General Partner

By: _____
Flora Robinson Cosper, as Co-Independent Executor of the Estate of Charlotte Dies Robinson, Deceased, as Trustee of the Flora Robinson Cosper Exempt Lifetime Trust U/W A.H. Robinson, Jr., and as Trustee of the Flora Robinson Cosper Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.

Its: General Partner

By: _____
Carla Robinson Allen, as Trustee of the Carla Robinson Allen Exempt Lifetime Trust U/W of A.H. Robinson, Jr. and as Trustee of the Carla Robinson Allen Non-Exempt Lifetime Trust U/W of A.H. Robinson, Jr.

Its: General Partner

By: **Chase Manhattan Bank**, as Trustee of the Thomas Scott Robinson Exempt Lifetime Trust U/W A. H. Robinson, Jr., and as Trustee of the Thomas Scott Robinson Non-Exempt Lifetime Trust U/W A. H. Robinson, Jr.

As Assignee of a partnership interest in the Robinson Ranch, a Texas general partnership, and signing as Assignee for the sole purpose of stating no objection to the transaction herein.

By: _____
Printed Name: Thomas Clark
Title: V.P.

By: **GER 1999 Limited Partnership**, a Texas limited partnership

By: G. E. Robinson, LLC, a Texas limited liability company, Its general partner

By: _____
J. Oscar Robinson

Accepted and agreed to by the County this 9th day of January, 2001.

County of Williamson, Texas

By: John C. Doerfler
JOHN DOERFLER, County Judge

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally **A.H. Robinson, III, Robinson Land Limited Partnership, a Texas limited partnership,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed as the **General Partner** for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of December, A.D. 2000.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally **John Oscar Robinson, Robinson Land Limited Partnership, a Texas limited partnership,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed as the **General Partner** for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of December, A.D. 2000.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally **A. H. Robinson, III, Robinson 1992 Land Limited Partnership** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed as the **General Partner** for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of December, A.D. 2000.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally **John Oscar Robinson, Robinson 1992 Land Limited Partnership** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed as the **General Partner** for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of December, A.D. 2000.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public in and for the State of Texas

STATE OF TEXAS ə
ə
COUNTY OF TRAVIS ə

BEFORE ME, the undersigned authority, on this day personally **A.H. Robinson, III, Robinson Ranch, a Texas general partnership,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed as the **General Partner** for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of December, A.D. 2000.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public in and for the State of Texas

STATE OF TEXAS ə
ə
COUNTY OF TRAVIS ə

BEFORE ME, the undersigned authority, on this day personally **Flora Robinson Cosper, Robinson Ranch, a Texas general partnership,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed as the **General Partner** for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of December, A.D. 2000.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally **Carla Robinson Allen, Robinson Ranch, a Texas general partnership,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed as the **General Partner** for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of December, A.D. 2000.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally **Chase Manhattan Bank, for Robinson Ranch, a Texas general partnership,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed as the Trustee for Thomas Scott Robison for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of December, A.D. 2000.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared **John O. Robinson**, on behalf of **G. E. Robinson LLC**, general partner of **GER 1999 Limited, Partnership**, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed as the General Partner for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of December, A.D. 2000.

ROBIN A. SKRUHAK
Notary Public, State of Texas
My Commission Expires
NOVEMBER 16, 2003

Robin A. Skruhak
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this 9th day of January, 2001, by **JOHN DOERFLER**, as County Judge.

Julie Lyon
Notary Public in and for the State of Texas

RETURN TO:

Charles Crossfield
Brown McCarroll Sheets & Crossfield
309 E. Main
Round Rock, TX 78664

JULIE LYON
Notary Public, State of Texas
My Commission Expires 02-24-03

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

01-24-2001 10:05 AM 2001005316
JACKIE $41.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Hand in Box 2nd floor
PCT #1 Mike Heiligenstein

Commissioners Court - Regular Session **58.**

Meeting Date: 06/15/2021

CR 366 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Paul A. Kroschewsky for right of way needed on the CR 366 project (Parcel 15) Funding Source; Road Bonds P 296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 12:01 PM

Form Started By: Charlie Crossfield Started On: 06/10/2021 11:58 AM

Final Approval Date: 06/10/2021

REAL ESTATE CONTRACT
CR 366 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **PAUL A. KROSCHEWSKY** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 186,866 square foot (4.290 acre) parcel of land, out of the W. J. Baker Survey, ABSTRACT NO. 65, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 15**); and
>
> Waterline easement interest in a 1,314 square foot (0.0302 acre) parcel of land, out of the W. J. Baker Survey, ABSTRACT NO. 65, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel 15**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of TWO HUNDRED AND FIVE THOUSAND and 00/100 Dollars ($205,000.00).

2.01.1. The Purchase Price for the Easement portion of the Property described in Exhibit "B" shall be the sum of ONE THOUSAND FIVE HUNDRED and 00/100 Dollars ($1,500.00)

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

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before July 30, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a duly executed and acknowledged waterline easement conveying such interest to Jonah Water Special Utility District, both free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Waterline Easement shall be in the form as shown n Exhibit "D" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature on following pages]

SELLER:

Paul A. Kroschewsky

Date: 6-10-2021

Address: 308 Deren Ln
Pflugerville Tx
78660

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date:

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 3, 2020

PROPERTY DESCRIPTION FOR PARCEL 15

DESCRIPTION OF a 186,866 square foot (4.290 acres) parcel of land out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 26.172 acres conveyed to Paul A. Kroschewsky (1/2 Interest) by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014336, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and being a remaining portion of a 78.515 acre tract conveyed to Paul A. Kroschewsky (1/2 Interest) by General Warranty Deed dated May 22, 2017, as recorded in Document No. 2017047195, O.P.R.W.C.T.; said 186,866 square foot (4.290 acres) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with a "TRIAD" cap found (leaning) in the south line of that tract described as 78.562 acres conveyed to Sandra Sue Altman by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014333, O.P.R.W.C.T., being in the north margin of County Road 367 (CR 367, varying width);

THENCE, S 68°23'40" W, along the north margin of CR 367, with the south line of said 78.562 acre tract, passing at a distance of 404.19 feet a point at the southeast corner of said 26.172 acre tract and the southwest corner of said 78.562 acre tract, being in the south line of the original 78.515 acre tract, continuing along the north margin of CR 367, with the south line of said 26.172 acre tract and said 78.515 acre tract, a distance of 364.54 feet for a total distance of 768.73 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed east right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 116.88 feet right of Engineer's Baseline Station 62+86.98, and having Surface Coordinates of North=10,193,819.73, East=3,205,094.90;

1) **THENCE, S 68°23'40" W**, along the south line of said 26.172 acre tract and said 78.515 acre tract, with the north margin of CR 367, a distance of **50.00 feet** to a 1/2-inch iron rod with a "TRIAD" cap found at the southwest corner of said 26.172 acre tract, being in the existing east margin of County Road 366 (CR 366, varying width);

PROPERTY DESCRIPTION FOR PARCEL 15

2) **THENCE, N 21°33'36" W**, along the west line of said 26.172 acre tract and said 78.515 acre tract, with the east margin of CR 366, a distance of **2,755.12 feet** to a Y-Post found at the northwest corner of said 26.172 acre tract and said 78.515 acre tract, being the southwest corner of that tract described as 7.853 acres (Second Tract) conveyed to Loretta A. Kroschewsky Orsak by General Warranty Deed dated April 20, 1995, as recorded in Volume 2711, Page 393, Official Records, Williamson County, Texas (O.R.W.C.T.);

3) **THENCE, N 68°12'07" E**, along the north line of said 26.172 acre tract and said 78.515 acre tract, with the south line of said 7.853 acre tract, a distance of **88.33 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed east right-of-way line of CR 366, 70.00 feet right of Engineer's Baseline Station 90+42.64, from which a 1-1/4-inch iron pipe in concrete found (bent) at the southeast corner of said 7.853 acre tract, being in the north line of said 78.562 acre tract, bears N 68°12'07" E, along the north line of said 26.172 acre tract and said 78.515 acre tract, with the south line of said 7.853 acre tract, passing at a distance of 324.59 feet a point at the northeast corner of said 26.172 acre tract and the northwest corner of said 78.562 acre tract, continuing along the south line of said 7.853 acre tract, with the north line of said 78.562 acre tract and partially along the north line of said 78.515 acre tract, a distance of 914.96 feet for a total distance of 1,239.55 feet;

THENCE, along the proposed east right-of-way line of CR 366, across said 26.172 acre tract and said 78.515 acre tract, the following four (4) courses, numbered 4 through 7:

4) **S 21°30'25" E**, a distance of **1,293.30 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet right of Engineer's Baseline Station 77+49.34, for the beginning of a curve to the right,

5) with said curve to the right, an arc distance of **831.16 feet**, through a central angle of **05°54'04"**, having a radius of **8,070.00 feet**, and a chord bearing **S 18°33'23" E**, a chord distance of **830.79 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet right of Engineer's Baseline Station 69+25.39, for the beginning of a curve to the left,

PROPERTY DESCRIPTION FOR PARCEL 15

6) with said curve to the left, an arc distance of **584.00 feet**, through a central angle of **04°13'10"**, having a radius of **7,930.00 feet**, and a chord bearing **S 17°42'56" E**, a chord distance of **583.86 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet right of Engineer's Baseline Station 63+36.24, and

7) **S 63°55'09" E**, a distance of **67.59 feet** to the **POINT OF BEGINNING** and containing 186,866 square feet (4.290 acres) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 3, 2020

PROPERTY DESCRIPTION FOR PARCEL 15

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 3rd day of September, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

9/3/2020

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 15

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

[A]

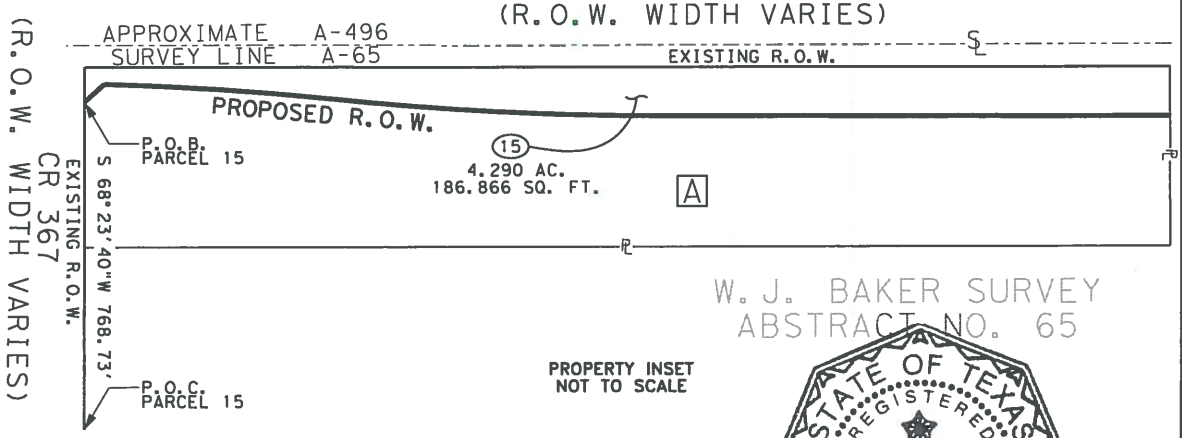
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)
&
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE & EXCEPT
26.172 ACRES)

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

CR 366
(R.O.W. WIDTH VARIES)



PROPERTY INSET NOT TO SCALE

W. J. BAKER SURVEY
ABSTRACT NO. 65

REVISIONS

DEED	ACQUISITION	REMAINING RT
26.172 AC. 1,140,052 SQ.FT.	4.290 AC. 186,866 SQ.FT.	21.882 AC. 953,186 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

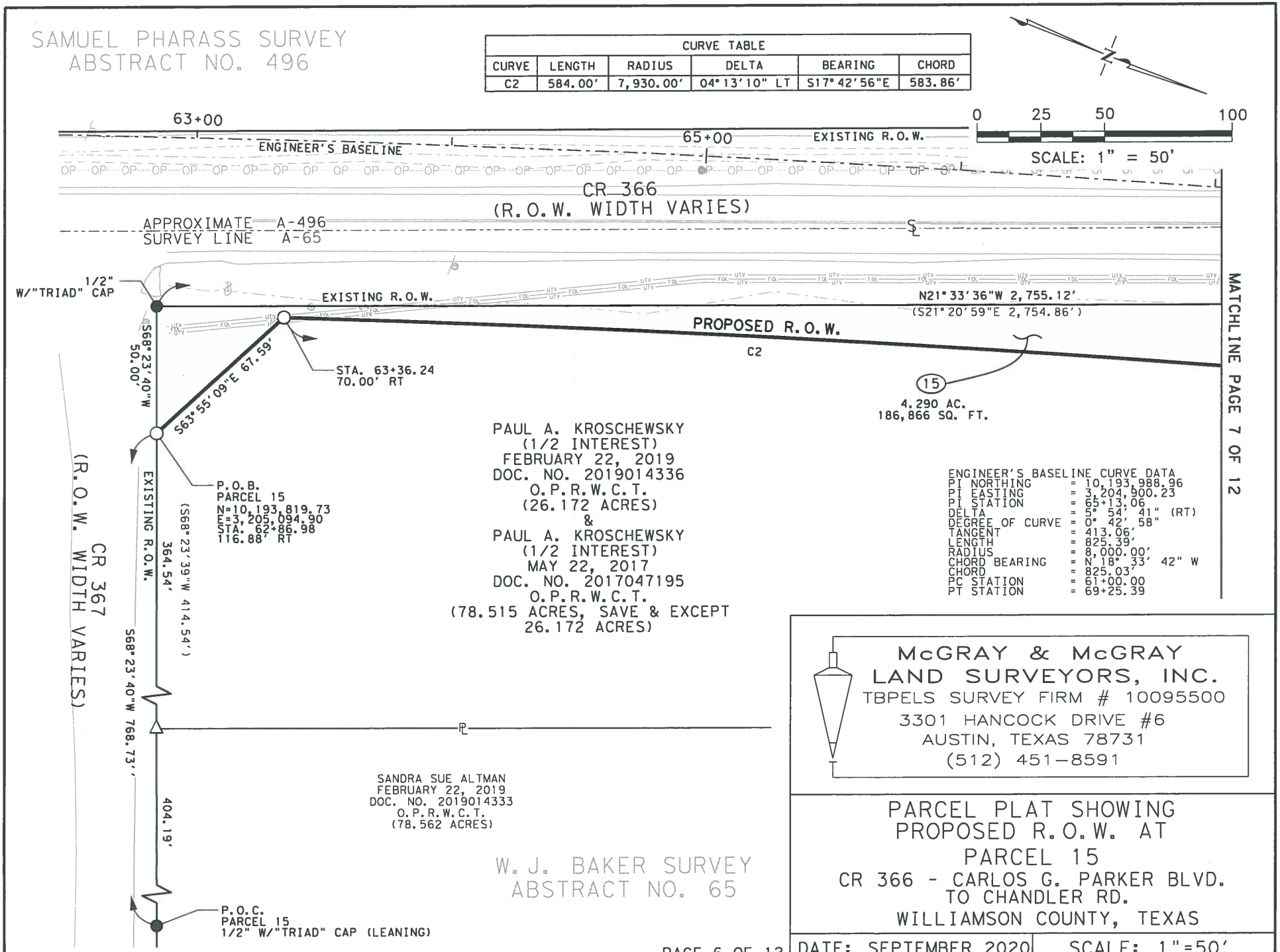
9/3/2020

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

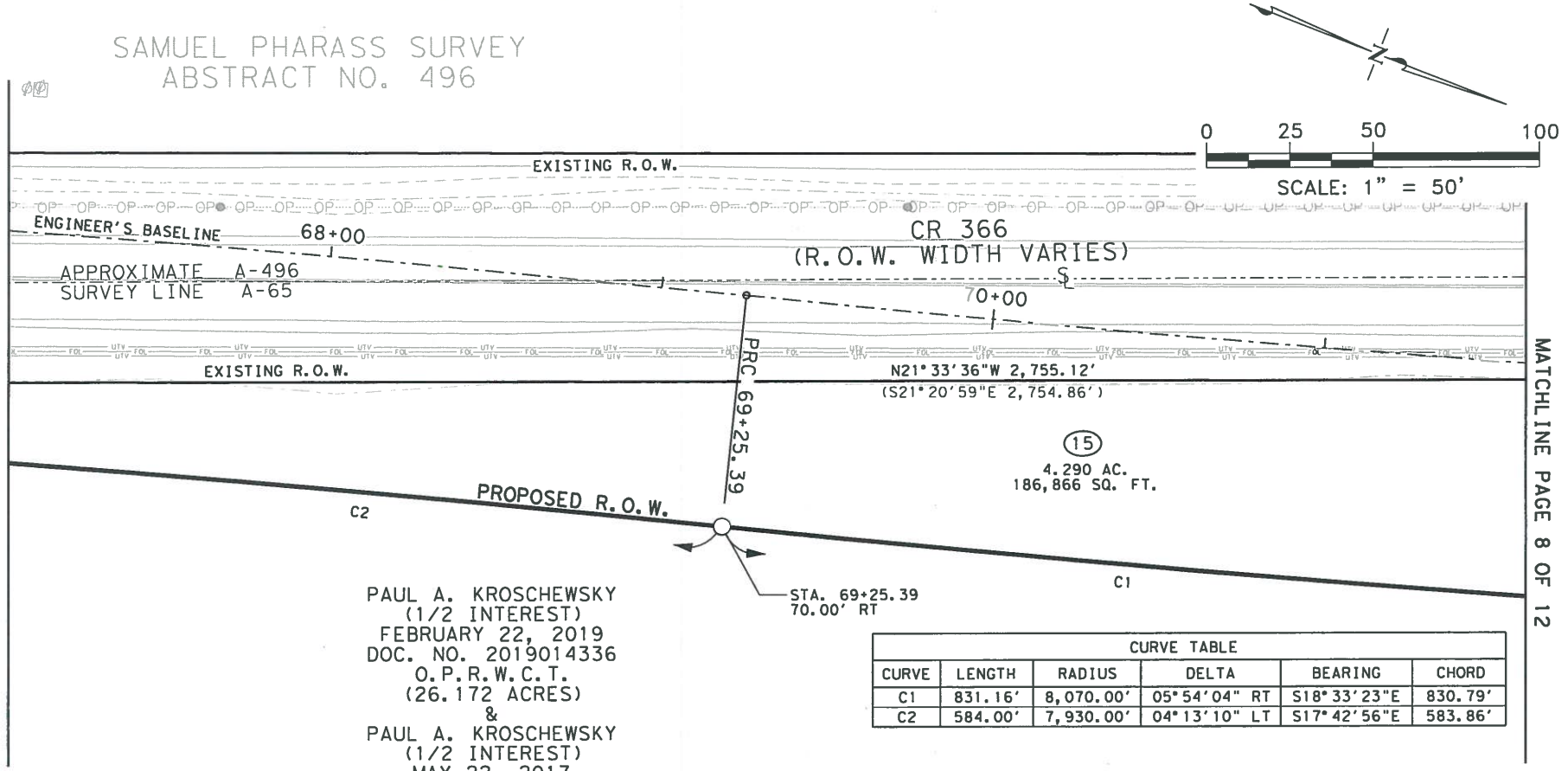
PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 15

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: N.T.S.


SAMUEL PHARASS SURVEY
ABSTRACT NO. 496
CURVE TABLE
CURVE | LENGTH | RADIUS | DELTA | BEARING | CHORD
C2 | 584.00' | 7,930.00' | 04°13'10" LT | S17°42'56"E | 583.86'
0 25 50 100
SCALE: 1" = 50'
63+00
ENGINEER'S BASELINE
65+00
EXISTING R.O.W.
CR 366
(R.O.W. WIDTH VARIES)
APPROXIMATE A-496
SURVEY LINE A-65
1/2" W/"TRIAD" CAP
EXISTING R.O.W.
N21°33'36"W 2,755.12'
(S21°20'59"E 2,754.86')
PROPOSED R.O.W.
C2
S68°23'40"W 50.00'
S63°55'09"E 67.59'
STA. 63+36.24
70.00' RT
15
4.290 AC.
186,866 SQ. FT.
MATCHLINE PAGE 7 OF 12
P.O.B.
PARCEL 15
N=10,193,819.73
E=3,205,094.90
STA. 62+86.98
116.88' RT
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)
&
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE & EXCEPT
26.172 ACRES)
ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,193,988.96
PI EASTING = 3,204,900.23
PI STATION = 65+13.06
DELTA = 5° 54' 41" (RT)
DEGREE OF CURVE = 0° 42' 58"
TANGENT = 413.06'
LENGTH = 825.39'
RADIUS = 8,000.00'
CHORD BEARING = N 18° 33' 42" W
CHORD = 825.03'
PC STATION = 61+00.00
PT STATION = 69+25.39
CR 367
(R.O.W. WIDTH VARIES)
EXISTING R.O.W.
364.54'
(S68°23'39"W 414.54')
S68°23'40"W 768.73'
404.19'
SANDRA SUE ALTMAN
FEBRUARY 22, 2019
DOC. NO. 2019014333
O.P.R.W.C.T.
(78.562 ACRES)
W. J. BAKER SURVEY
ABSTRACT NO. 65
P.O.C.
PARCEL 15
1/2" W/"TRIAD" CAP (LEANING)
McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 15
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS
DATE: SEPTEMBER 2020
SCALE: 1"=50'

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	831.16'	8,070.00'	05°54'04" RT	S18°33'23"E	830.79'
C2	584.00'	7,930.00'	04°13'10" LT	S17°42'56"E	583.86'

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(78.515 ACRES, SAVE & EXCEPT
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W. J. BAKER SURVEY
ABSTRACT NO. 65

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
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(512) 451-8591

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RADIUS = 8,000.00'
CHORD BEARING = N 18° 33' 42" W
CHORD = 825.03'
PC STATION = 61+00.00
PT STATION = 69+25.39

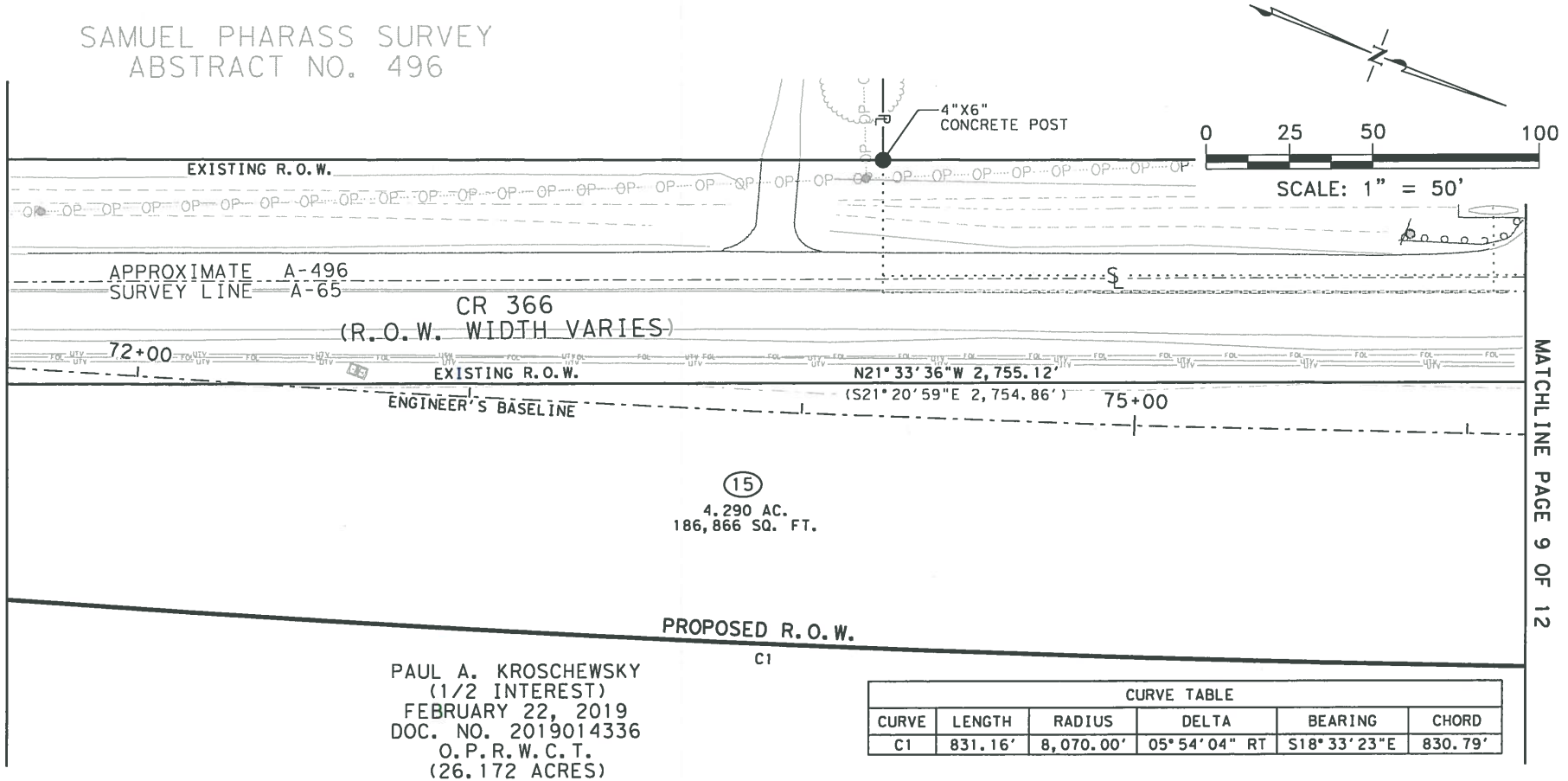
ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,194,783.93
PI EASTING = 3,204,678.18
PI STATION = 73+37.73
DELTA = 5° 54' 04" (LT)
DEGREE OF CURVE = 0° 42' 58"
TANGENT = 412.34'
LENGTH = 823.95'
RADIUS = 8,000.00'
CHORD BEARING = N 18° 33' 23" W
CHORD = 823.59'
PC STATION = 69+25.39
PT STATION = 77+49.34

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 15

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: 1"=50'

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496



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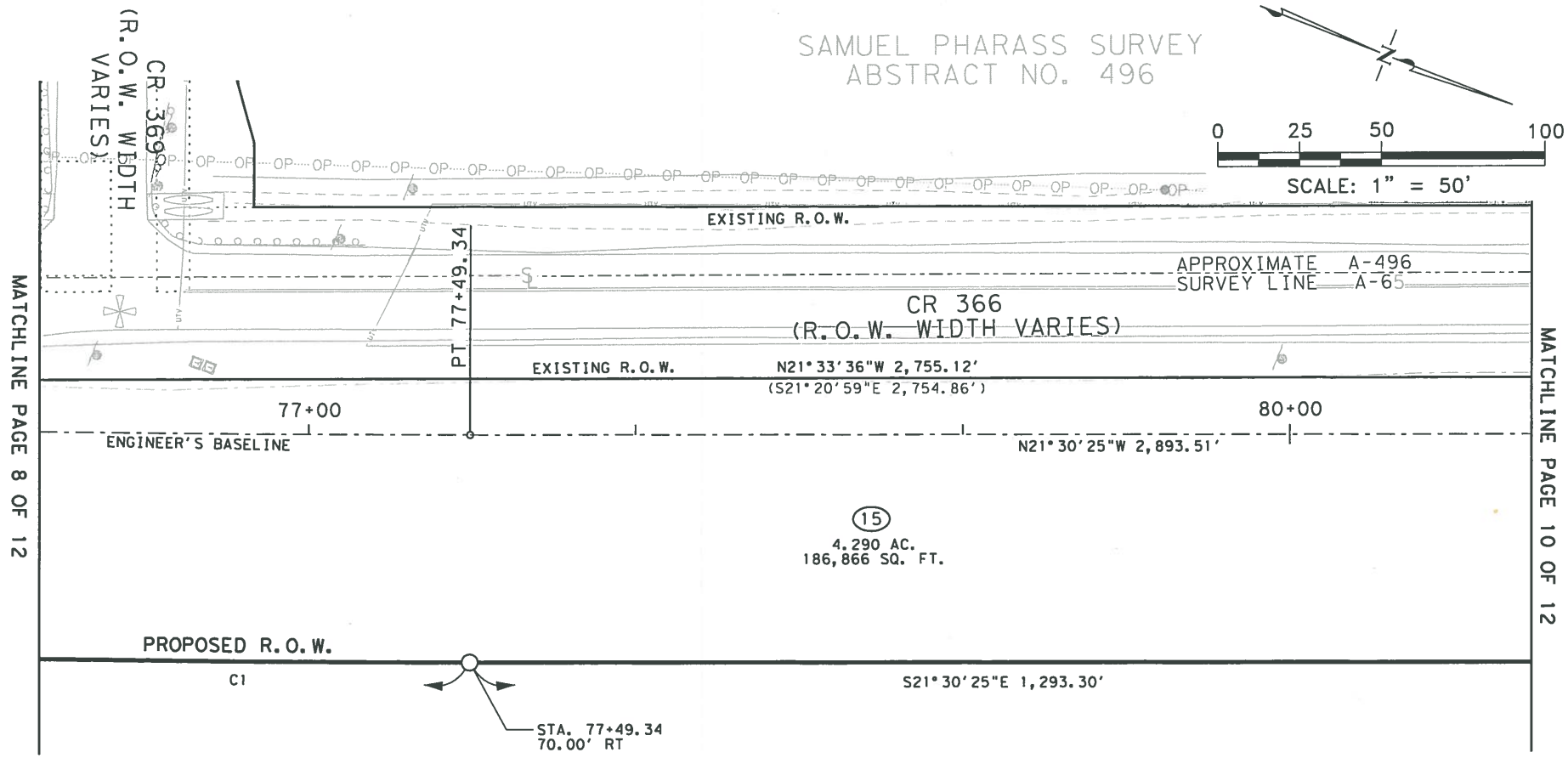
PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 15

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: 1"=50'



W.J. BAKER SURVEY
ABSTRACT NO. 65

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	831.16'	8,070.00'	05°54'04" RT	S18°33'23"E	830.79'

ENGINEER'S BASELINE CURVE DATA
PI NORTHING = 10,194,783.93
PI EASTING = 3,204,678.18
PI STATION = 73+37.73
DELTA = 5° 54' 04" (LT)
DEGREE OF CURVE = 0° 42' 58"
TANGENT = 412.34'
LENGTH = 823.95'
RADIUS = 8,000.00'
CHORD BEARING = N 18° 33' 23" W
CHORD = 823.59'
PC STATION = 69+25.39
PT STATION = 77+49.34

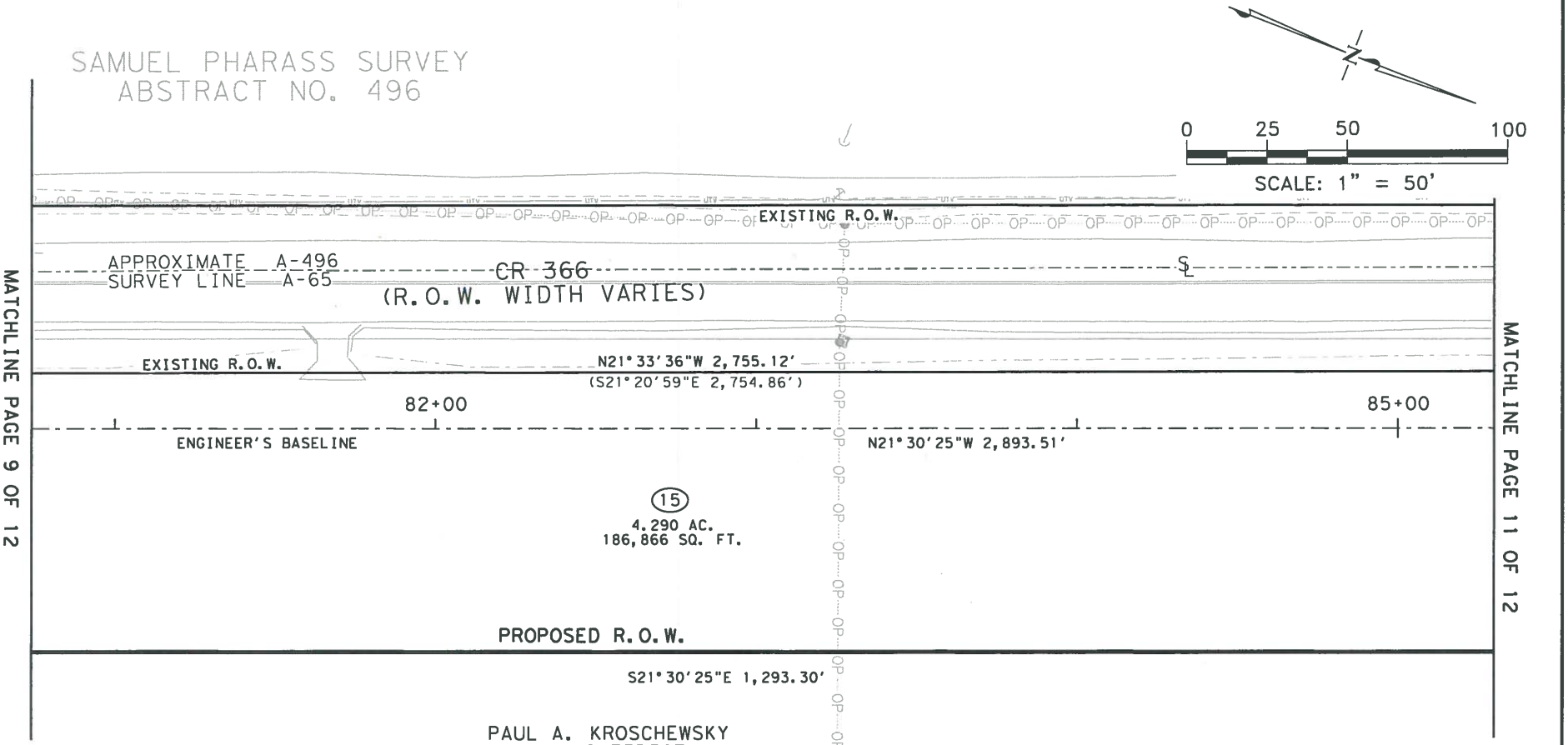
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)
&
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE & EXCEPT
26.172 ACRES)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 15

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: 1"=50'



PAUL A. KROSCHEWSKY
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FEBRUARY 22, 2019
DOC. NO. 2019014336
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DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE & EXCEPT
26.172 ACRES)

W. J. BAKER SURVEY
ABSTRACT NO. 65

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 15

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
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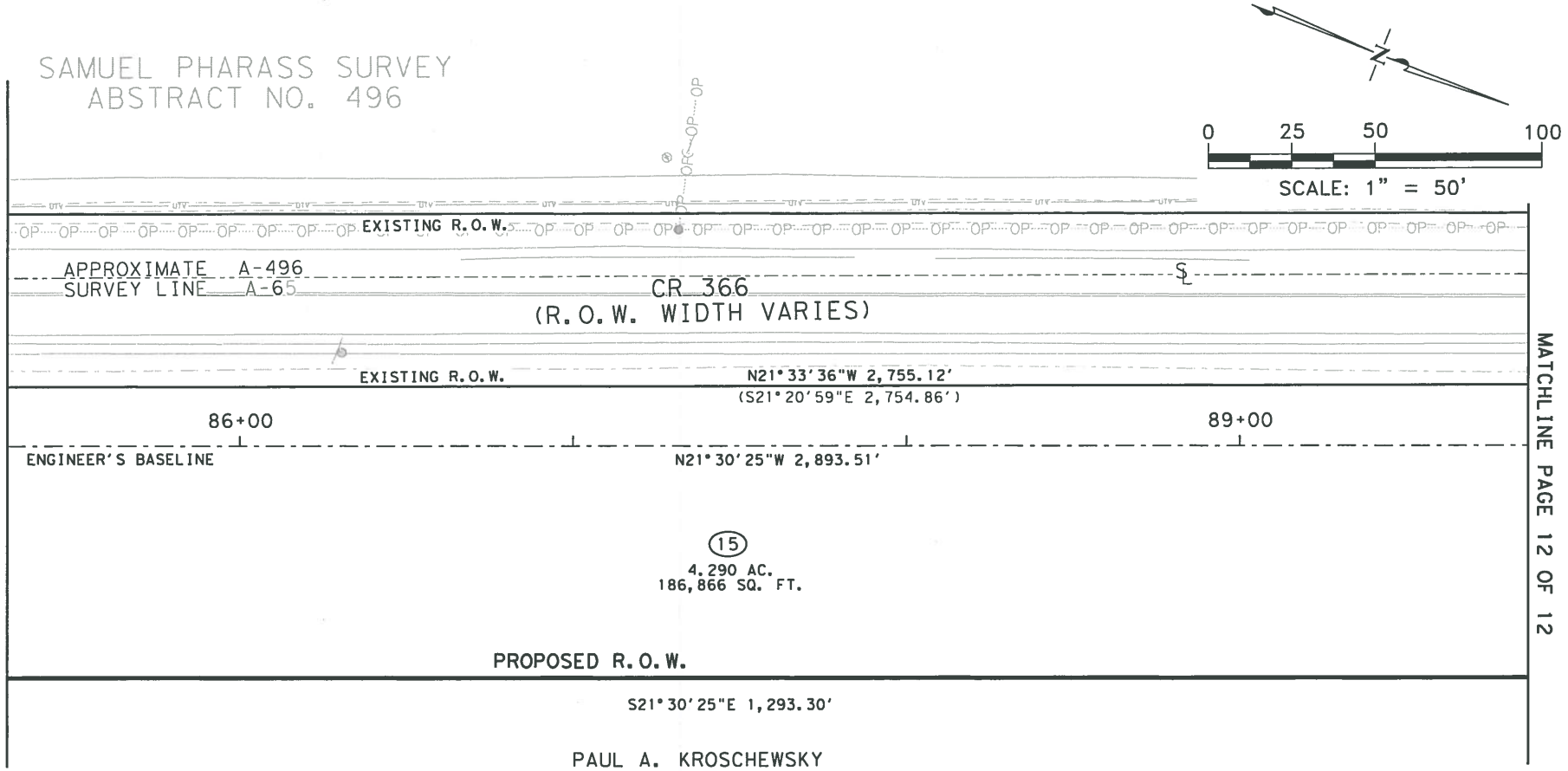
DATE: SEPTEMBER 2020 | SCALE: 1"=50'



PAUL A. KROSCHEWSKY
(1/2 INTEREST)
FEBRUARY 22, 2019
DOC. NO. 2019014336
O.P.R.W.C.T.
(26.172 ACRES)
&
PAUL A. KROSCHEWSKY
(1/2 INTEREST)
MAY 22, 2017
DOC. NO. 2017047195
O.P.R.W.C.T.
(78.515 ACRES, SAVE & EXCEPT
26.172 ACRES)

W. J. BAKER SURVEY
ABSTRACT NO. 65

McGRAY & McGRAY
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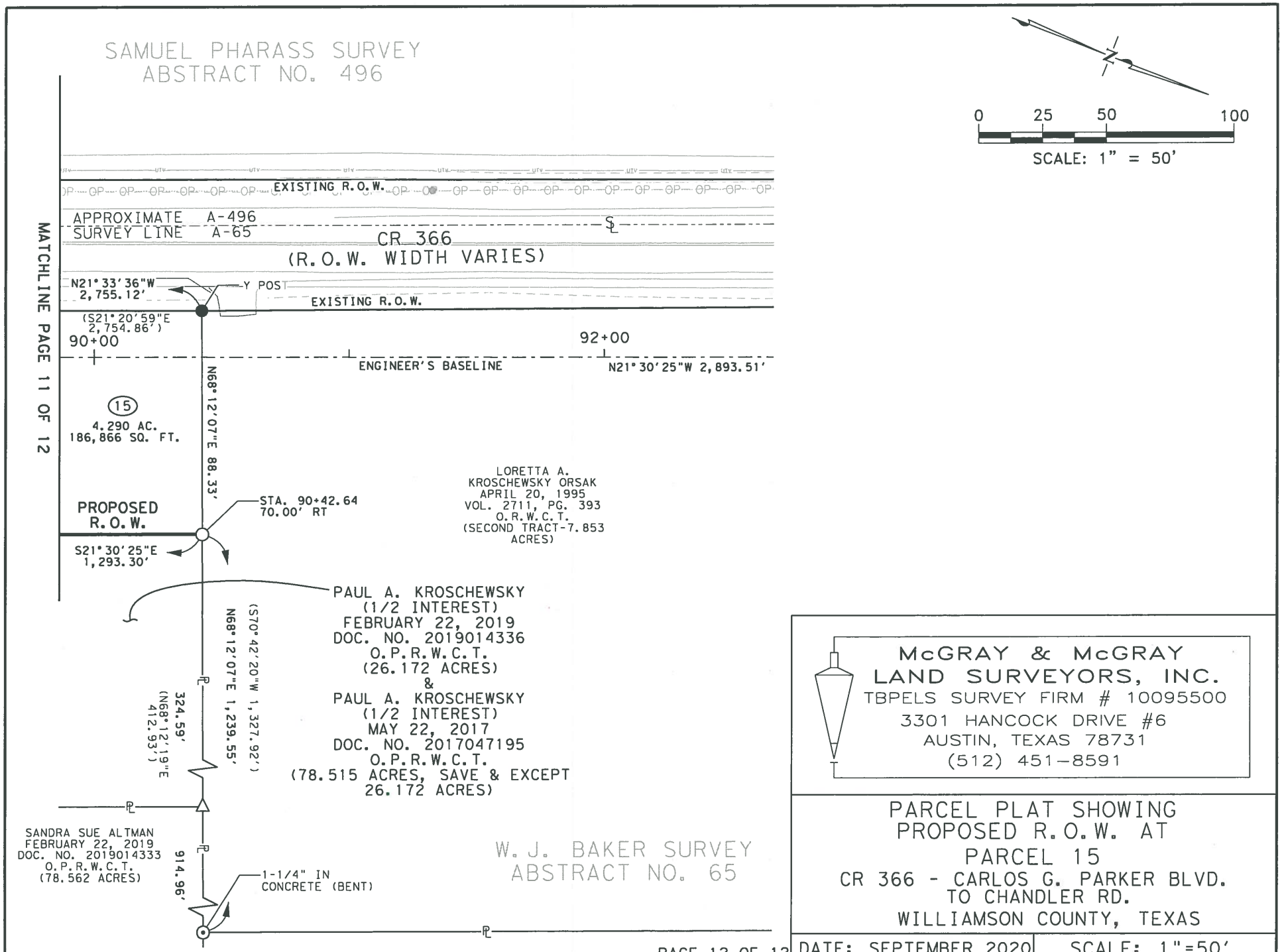


McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 15

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: 1"=50'

Exhibit "B"

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 28, 2021

PROPERTY DESCRIPTION FOR EASEMENT 15E

DESCRIPTION OF a 1,314 square foot (0.0302 of one acre) water line easement out of the W.J. Baker Survey, Abstract No. 65, in Williamson County, Texas, and being a portion of that tract described as 26.172 acres conveyed to Paul A. Kroschewsky (1/2 Interest) by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014336, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and being a remaining portion of a 78.515 acre tract conveyed to Paul A. Kroschewsky (1/2 Interest) by General Warranty Deed dated May 22, 2017, as recorded in Document No. 2017047195, O.P.R.W.C.T.; said 1,314 square foot (0.0302 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with a "TRIAD" cap found (leaning) in the south line of that tract described as 78.562 acres conveyed to Sandra Sue Altman by Warranty Deed dated February 22, 2019, as recorded in Document No. 2019014333, O.P.R.W.C.T., being in the north margin of County Road 367 (CR 367, varying width);

THENCE, S 68°23'40" W, along the north margin of CR 367, with the south line of said 78.562 acre tract, passing at a distance of 404.19 feet a point at the southeast corner of said 26.172 acre tract and the southwest corner of said 78.562 acre tract, being in the south line of the original 78.515 acre tract, continuing along the north margin of CR 367, with the south line of said 26.172 acre tract and said 78.515 acre tract, a distance of 345.58 feet for a total distance of 749.77 feet to a point, being the southeast corner of this easement, for the **POINT OF BEGINNING**, 135.84 feet right of Engineer's Baseline Station 62+87.46, and having Surface Coordinates of North=10,193,826.71, East=3,205,112.53;

1) **THENCE, S 68°23'40" W**, along the south line of said 26.172 acre tract and said 78.515 acre tract, with the north margin of CR 367, a distance of **18.96 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed east right-of-way of CR 366, 116.88 feet right of Engineer's Baseline Station 62+86.98, being the southwest corner of this easement, from which a 1/2-inch iron rod with a "TRIAD" cap found at the southwest corner of said 26.172 acre tract, and being in the existing east margin of County Road 366 (CR 366, varying width) bears S 68°23'40" W, a distance of 50.00 feet;

EXHIBIT "B"

PROPERTY DESCRIPTION FOR EASEMENT 15E

2) **THENCE, N 63°55'09" W**, along the proposed east right-of-way line of CR366, crossing said 26.172 acre tract, a distance of **67.59 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set, for the beginning of a curve to the right, 70.00 feet right of Engineer's Baseline Station 63+36.24, being a west corner of this easement;

3) **THENCE, 19.01 feet**, along the arc of said curve to the right and the proposed east right-of-way line of CR 366, crossing said 26.172 acre tract, through a central angle of **00°08'14"(RT)**, having a radius of **7,930.00 feet**, and a chord bearing of **N 19°45'24" W**, a chord distance of **19.01** feet to a point, 70.00 feet right of Engineer's Baseline Station 63+55.42, being the northwest corner of this easement;

4) **THENCE, N 70°12'13" E,** crossing said 26.172 acre tract, a distance of **2.44 feet** to a point, 72.44 feet right of Engineer's Baseline Station 63+55.43, being a north corner of this easement;

5) **THENCE, S 63°55'09" E,** crossing said 26.172 acre tract, a distance of **72.90 feet** to a point, 123.12 feet right of Engineer's Baseline Station 63+02.38, being a north corner of this easement;

6) **THENCE, N 68°23'40" E,** crossing said 26.172 acre tract, a distance of **12.66 feet** to a point, 135.78 feet right of Engineer's Baseline Station 63+02.72, being the northeast corner of this easement;

7) **THENCE, S 20°20'20" E,** crossing said 26.172 acre tract, a distance of **15.00 feet** to the **POINT OF BEGINNING** and containing 1,314 square foot (0.0302 of one acre), more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

Exhibit "B"

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

May 28, 2021

PROPERTY DESCRIPTION FOR EASEMENT 15E

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 28th day of May, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

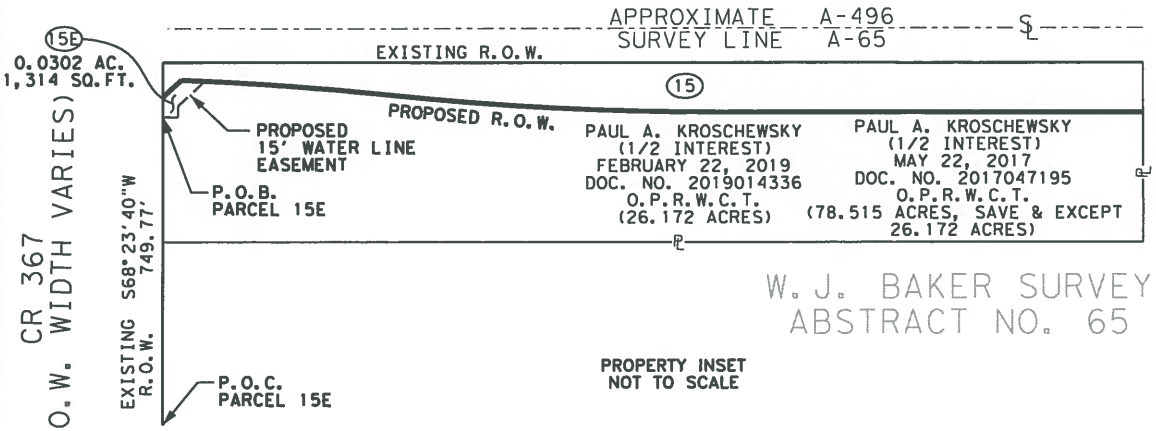
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 15E

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

5/28/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2022614-GTN ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 27, 2020, ISSUED DATE JUNE 4, 2020.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 281, PAGE 313, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

B. TEXAS POWER & LIGHT COMPANY ELECTRIC EASEMENT AS DESCRIBED IN VOLUME 328, PAGE 34, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

C. JONAH WATER SUPPLY CORP. WATER LINE EASEMENT AS DESCRIBED IN VOLUME 564, PAGE 63, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT

REVISIONS

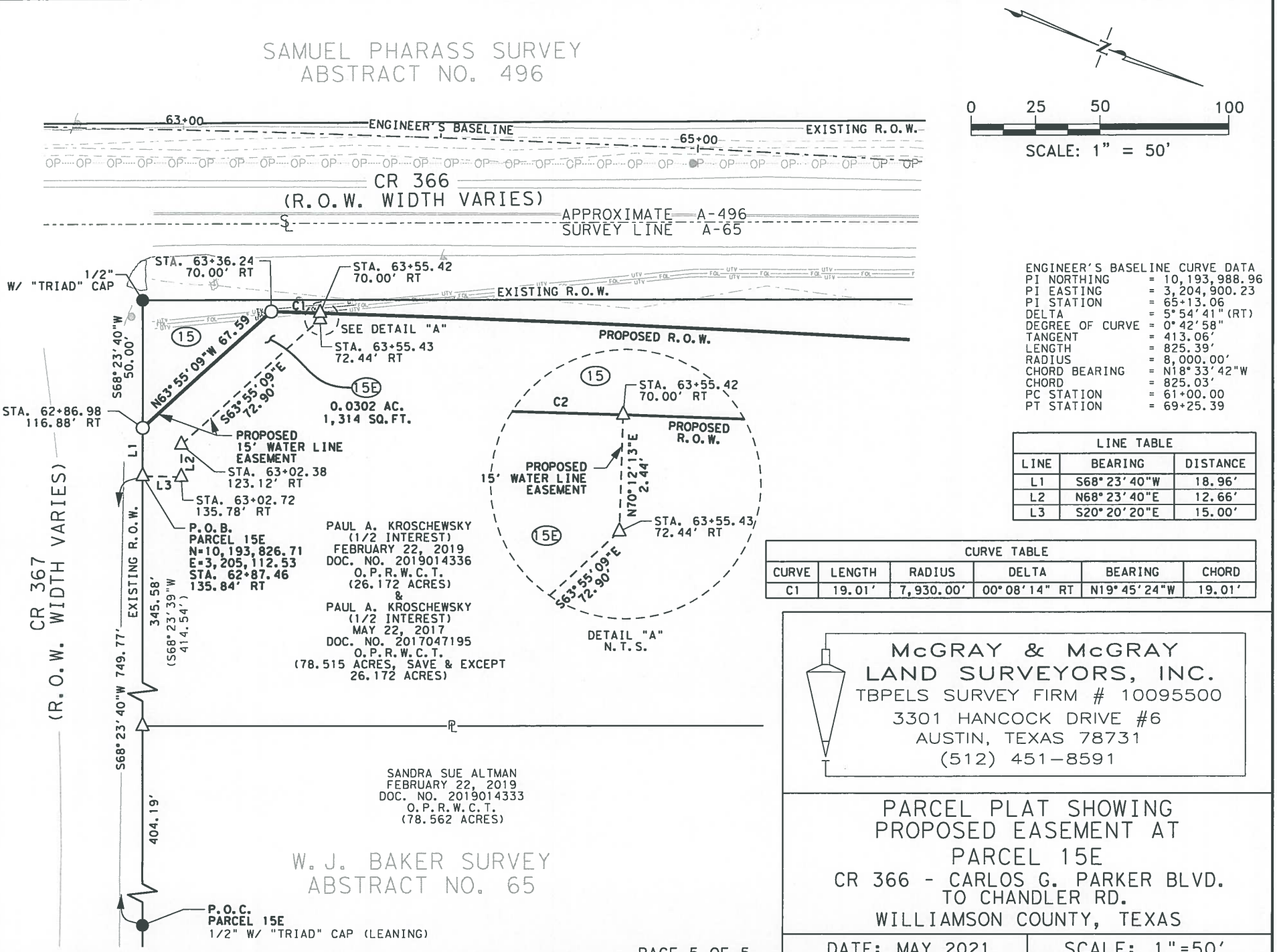
DEED	ACQUISITION	REMAINING RT
26.172 AC. 1,140,052 SQ.FT.	N/A	21.882 AC. 953,186 SQ.FT.

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 15E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 | SCALE: N.T.S.



ENGINEER'S BASELINE CURVE DATA

PI NORTHING	= 10,193,988.96
PI EASTING	= 3,204,900.23
PI STATION	= 65+13.06
DELTA	= 5°54'41" (RT)
DEGREE OF CURVE	= 0°42'58"
TANGENT	= 413.06'
LENGTH	= 825.39'
RADIUS	= 8,000.00'
CHORD BEARING	= N18°33'42"W
CHORD	= 825.03'
PC STATION	= 61+00.00
PT STATION	= 69+25.39

LINE TABLE

LINE	BEARING	DISTANCE
L1	S68°23'40"W	18.96'
L2	N68°23'40"E	12.66'
L3	S20°20'20"E	15.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	19.01'	7,930.00'	00°08'14" RT	N19°45'24"W	19.01'

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

PARCEL PLAT SHOWING PROPOSED EASEMENT AT PARCEL 15E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: MAY 2021 | SCALE: 1"=50'

EXHIBIT "C"

Parcel 15

DEED
County Road 366 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That the **PAUL A. KROSCHEWSKY**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> Being a 186,866 square foot (4.290 acre) parcel of land out of the W. J. Baker Survey, ABSTRACT NO. 65, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 15**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 366.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2021.

[signature on following page]

GRANTOR:

_____
Paul A. Kroschewsky

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Paul A. Kroschewsky, 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:

EXHIBIT "D"

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

PAUL A. KROSCHEWSKY ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across one parcel totaling approximately 0.032 acre (1,314 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: _____

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this ____ day of _____, 2021.

[signature page follows]

GRANTOR:

_____
Paul A. Kroschewsky

Acknowledgment

STATE OF TEXAS

COUNTY OF _____

This instrument is acknowledged before me on the _____ day of _____, 2021, by Paul A. Kroschewsky, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

Commissioners Court - Regular Session **59.**

Meeting Date: 06/15/2021

Resolution for Condemnation- CR 366

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 resolution determining the necessity and authorizing the use of eminent domain to condemn (0.0887 acres) required for the construction of CR 366, and take appropriate action. (Steve Dillawn and Edward Griffith Jr./Parcel 9).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Griffith Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/02/2021 09:29 PM
Charlie Crossfield (Originator)	Charlie Crossfield	06/03/2021 08:28 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 09:27 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2021 02:31 PM
Final Approval Date: 06/03/2021		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.0887 acres (Parcel 9) described by metes and bounds in Exhibit "A" owned by **STEVE DILLAWN, as Independent Executor of the Estate of Charles Dillawn (deceased), and EDWARD C. GRIFFITH, JR.** for the purpose of constructing, reconstructing, maintaining, and operating County Road 366 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
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 25, 2020

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF a 3,864 square foot (0.0887 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 2.499 acres conveyed to Edward C. Griffith, Jr. by Quitclaim Deed dated March 27, 2015, as recorded in Document No. 2015023462, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and by Quitclaim Deed dated May 12, 2015, as recorded in 2015039912, O.P.R.W.C.T.; said 3,864 square foot (0.0887 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found at the northwest corner of said 2.499 acre tract, and the southwest corner of that tract described as 94.820 acres (Tract One) conveyed to Edward C. Griffith, Jr. by Special Warranty Deed dated May 12, 2015, as recorded in Document No. 2015039911, O.P.R.W.C.T., said 94.820 acre tract being previously described as 112.502 acres surveyed in December 1981 by Arlee Roland in an unrecorded survey, being in the east line of that tract described as 92.69 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd of September, 1996 (1/2 Interest-Tract 6) in said Document No. 9722572, Official Records, Williamson County, Texas (O.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 1) in said Document No. 2005069305, O.P.R.W.C.T., said 92.69 acre tract being further described in Volume 2236, Page 657, O.R.W.C.T.;

THENCE, N 69°47'47" E, along the north line of said 2.499 acre tract, and the south line of said 94.820 acre tract, a distance of 4,854.73 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 170.00 feet left of CR 366 Engineer's Baseline Station 43+73.82, and having Surface Coordinates of North=10,191,936.01, East=3,205,525.15;

1) **THENCE, N 69°47'47" E**, continuing along the north line of said 2.499 acre tract, and the south line of said 94.820 acre tract, a distance of **187.03 feet** to a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the northeast corner of said 2.499 acre tract, and the southeast corner of said 94.820 acre tract, being in the west margin of County Road 366 (CR 366, varying width);

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 9

2) **THENCE, S 21°43'51" E**, along the east line of said 2.499 acre tract, and the west margin of CR 366, a distance of **20.68 feet** to a point at the southeast corner of said 2.99 acre tract, being the northeast corner of that tract described as 0.39 of one acre (Tract I) conveyed to Kyle R. Humphries and Debra R. Spellings by General Warranty Deed dated October 23, 2014, as recorded in Document No. 2014087187, O.P.R.W.C.T., from which a 1/2-inch iron rod with a blue cap found in the west margin of CR 366, being the southeast corner of said 0.39 of one acre tract, and the northeast corner of that tract described as 5.832 acres conveyed to The Ridge Fellowship by Warranty Deed dated May 28, 2014, as recorded in Document No. 2014040382, O.P.R.W.C.T., bears S 21°39'05" E, a distance of 29.99 feet;

3) **THENCE, S 69°48'25" W**, along the south line of said 2.499 acre tract, and the north line of said 0.39 of one acre tract, a distance of **187.13 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of CR 366 Engineer's Baseline Station 43+53.18, from which a 1/2-inch iron rod with an "ALLSTAR 5729" cap found in the south line of said 2.499 acre tract, being at the northwest corner of that tract described as 2.00 acres, conveyed to Bobby Leon Starling by Warranty Deed with Vendors Lien dated December 16, 2015, as recorded in Document No. 2015111015 O.P.R.W.C.T., and being the northeast corner of that tract described as 13.37 acres conveyed to Anh Phan by Warranty Deed with Vendor's Lien dated April 13, 2012, as recorded in Document No. 2012028315, O.P.R.W.C.T., bears S 69°48'25" W, passing at 366.91 feet a point at the northwest corner of said 0.39 of one acre tract, being the northeast corner of said 2.00 acre tract, from which a 1/2-inch iron rod with cap (illegible) found bears S 27°42'20" E, a distance of 0.43 feet, continuing an additional 200.51 feet for a total distance of 587.42 feet;

4) **THENCE, N 21°27'49" W**, along the proposed west right-of-way line of CR 366, across said 2.499 acre tract, a distance of **20.64 feet** to the **POINT OF BEGINNING** and containing 3,864 square feet (0.0887 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366 September 25, 2020
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR PARCEL 9

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 25th day of September, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

9/25/2020

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 9

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496

CLARENCE H. WALTHER AND DORIS E. WALTHER, AS TRUSTEES OR THEIR SUCCESSORS, OF THE WALTHER LIVING TRUST DATED THE 3RD OF SEPTEMBER, 1996
(1/2 INTEREST)
JANUARY 22, 1997
DOC. NO. 9722572
O.R.W.C.T.
(TRACT 6)
&
WALTHER FAMILY LIMITED PARTNERSHIP
(1/2 INTEREST)
AUGUST 19, 2005
DOC. NO. 2005069305
O.P.R.W.C.T.
(TRACT 1)
92.69 ACRE TRACT AND 20' ACCESS EASEMENT
FURTHER DESCRIBED IN
VOL. 2236, PG. 657
O.R.W.C.T.

P.O.C.

20' ACCESS EASEMENT

EDWARD C. GRIFFITH, JR.
MARCH 27, 2015
DOC. NO. 2015023462
O.P.R.W.C.T.
&
MAY 12, 2015
DOC. NO. 2015039912
O.P.R.W.C.T.
(2.499 ACRES)

N69° 47' 47"E 4,854.73'

P.O.B.

(9)
0.0887 AC.
3,864 SQ.FT.

EXISTING R.O.W.
CR 366
(R.O.W. WIDTH VARIES)

PROPERTY INSET
NOT TO SCALE

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

REVISIONS

DEED	ACQUISITION	REMAINING LT
2.499 AC. (108,856 SQ. FT.)	0.0887 AC. (3,864 SQ.FT.)	2.410 AC. (104,992 SQ. FT.)

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

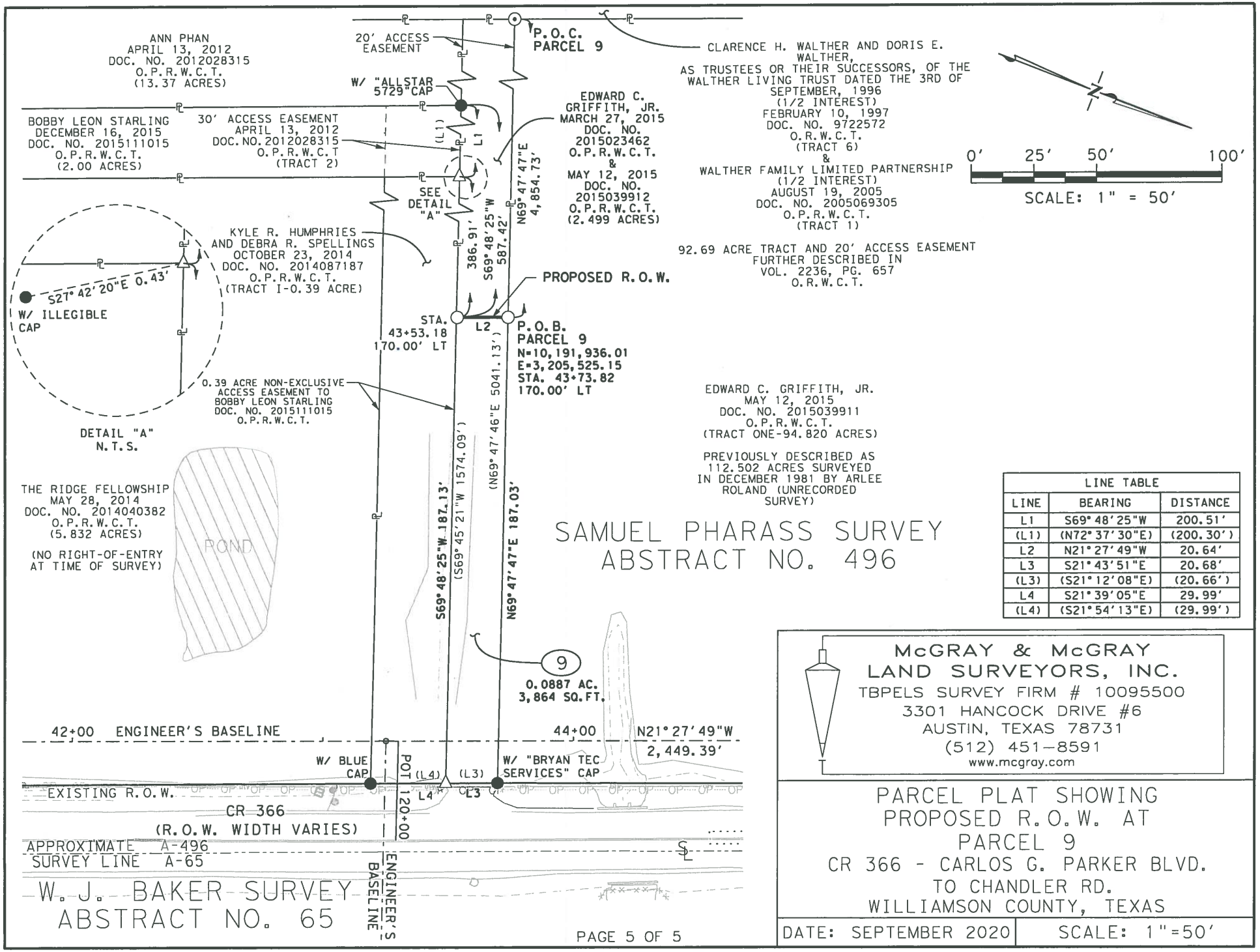
9/25/2020

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 9
CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S69° 48' 25"W	200.51'
(L1)	(N72° 37' 30"E)	(200.30')
L2	N21° 27' 49"W	20.64'
L3	S21° 43' 51"E	20.68'
(L3)	(S21° 12' 08"E)	(20.66')
L4	S21° 39' 05"E	29.99'
(L4)	(S21° 54' 13"E)	(29.99')

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
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PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 9

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: 1"=50'

Commissioners Court - Regular Session **60.**

Meeting Date: 06/15/2021

Resolution For Condemnation- CR 366

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 resolution determining the necessity and authorizing the use of eminent domain to condemn (0.8201 acres) required for the construction of CR 366, and take appropriate action. (Steve Dillawn and Edward Griffith Jr. (Parcel 10).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Griffith Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/02/2021 09:30 PM
Charlie Crossfield (Originator)	Charlie Crossfield	06/03/2021 08:28 AM
County Judge Exec Asst.	Andrea Schiele	06/03/2021 09:27 AM
Form Started By: Charlie Crossfield		Started On: 06/02/2021 02:34 PM
Final Approval Date: 06/03/2021		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.8201 acres (Parcel 10) described by metes and bounds in Exhibit "A" owned by **STEVE DILLAWN, as Independent Executor of the Estate of Charles Dillawn (deceased), and EDWARD C. GRIFFITH, JR.** for the purpose of constructing, reconstructing, maintaining, and operating County Road 366 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
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 25, 2020

PROPERTY DESCRIPTION FOR PARCEL 10

DESCRIPTION OF a 35,722 square foot (0.8201 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 94.820 acres (Tract One) conveyed to Edward C. Griffith, Jr. by Special Warranty Deed dated May 12, 2015, as recorded in Document No. 2015039911, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 94.820 acre tract being previously described as 112.502 acres surveyed in December 1981 by Arlee Roland in an unrecorded survey; said 35,722 square foot (0.8201 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found at the southwest corner of said 94.820 acre tract and the northwest corner of that tract described as 2.499 acres conveyed to Edward C. Griffith, Jr. by Quitclaim Deed dated March 27, 2015 as recorded in Document No. 2015023462, O.P.R.W.C.T., and also by Quitclaim Deed dated May 12, 2015 as recorded in Document No. 2015039912, O.P.R.W.C.T., and being in the east line of that tract described as 92.69 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd of September, 1996 (1/2 Interest-Tract 6) by Special Warranty Deed dated February 10, 1997, as recorded in Document No. 9722572, Official Records, Williamson County, Texas (O.R.W.C.T.), and to the Walther Family Limited Partnership (1/2 Interest-Tract 1) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, O.P.R.W.C.T., said 92.69 acre tract being further described in Volume 2236, Page 657. O.R.W.C.T.;

THENCE, N 69°47'47" E, along the south line of said 94.820 acre tract, with the north line of said 2.499 acre tract, a distance of 4,854.73 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 170.00 feet left of CR 366 Engineer's Baseline Station 43+73.82, and having Surface Coordinates of North=10,191,936.01, East=3,205,525.15;

THENCE, along the proposed west right-of-way line of CR 366, across said 94.820 acre tract, the following three (3) courses, numbered 1 through 3:

1) **N 21°27'49" W**, a distance of **69.64 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of CR 366 Engineer's Baseline Station 44+43.46,

PROPERTY DESCRIPTION FOR PARCEL 10

2) **N 23°20'38" E**, a distance of **141.90 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of CR 366 Engineer's Baseline Station 45+44.14, and

3) **N 21°27'49" W**, a distance of **188.66 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 70.00 feet left of CR 366 Engineer's Baseline Station 47+32.80, being in the north line of said 94.820 acre tract and the south line of a remainder of a called 16 acres conveyed to Charles Michael Lannen by Deed of Gift dated March 7, 1977, as recorded in Volume 663, Page 51, Deed Records, Williamson County, Texas (D.R.W.C.T.), from which a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at an angle point in a north line of said 94.820 acre tract, being the southwest corner of said remainder of 16 acre tract, bears S 68°17'26" W, along the north line of said 94.820 acre tract, with the south line of said remainder of 16 acre tract, a distance of 2,161.45 feet;

THENCE, along a north line of said 94.820 acre tract, with the south line of said remainder of 16 acre tract, the following three (3) courses, numbered 4 through 6:

4) **N 68°17'26" E**, a distance of **54.82 feet** to a 1/2-inch iron pipe found at an angle point,

5) **S 21°29'47" E**, a distance of **246.35 feet** to a 1/2-inch iron pipe found at an angle point, and

6) **N 69°38'31" E**, a distance of **32.32 feet** to a 1/2-inch iron pipe found (bent) at the northeast corner of said 94.820 acre tract and the southeast corner of said remainder of 16 acre tract, being in the west margin of County Road 366 (CR 366, varying width);

7) **THENCE**, **S 21°19'07" E**, along the east line of said 94.820 acre tract, with the west margin of CR 366, a distance of **116.35 feet** to a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the southeast corner of said 94.820 acre tract and the northeast corner of said 2.499 acre tract;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 10

8) **THENCE, S 69°47'47" W**, along the south line of said 94.820 acre tract, with the north line of said 2.499 acre tract, a distance of **187.03 feet** to the **POINT OF BEGINNING** and containing 35,722 square feet (0.8201 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

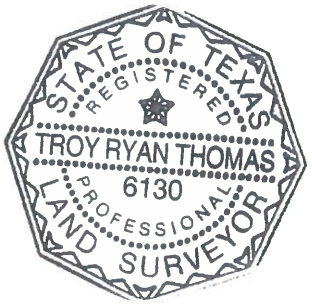
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 25th day of September, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



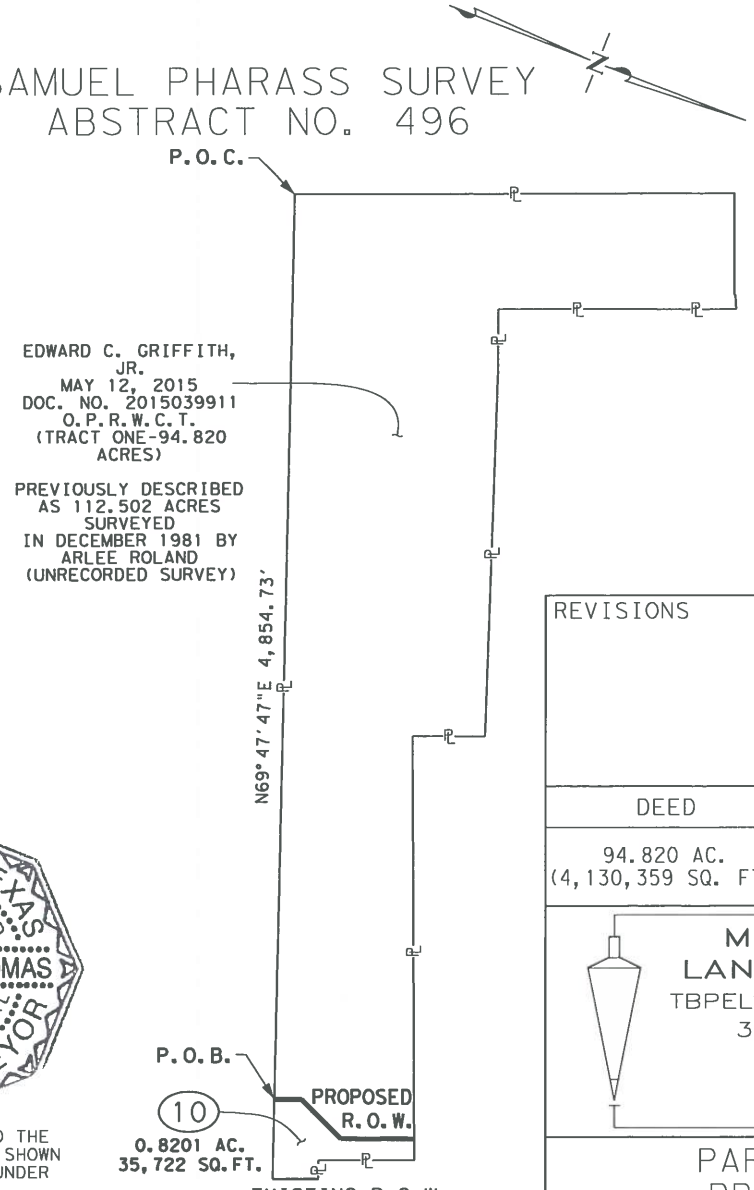
Troy R. Thomas 9/25/2020

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 10

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN JULY 2020.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
6. RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.

REVISIONS

DEED	ACQUISITION	REMAINING LT
94.820 AC. (4,130,359 SQ. FT.)	0.8201 AC. (35,722 SQ.FT.)	94.000 AC. (4,094,637 SQ. FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

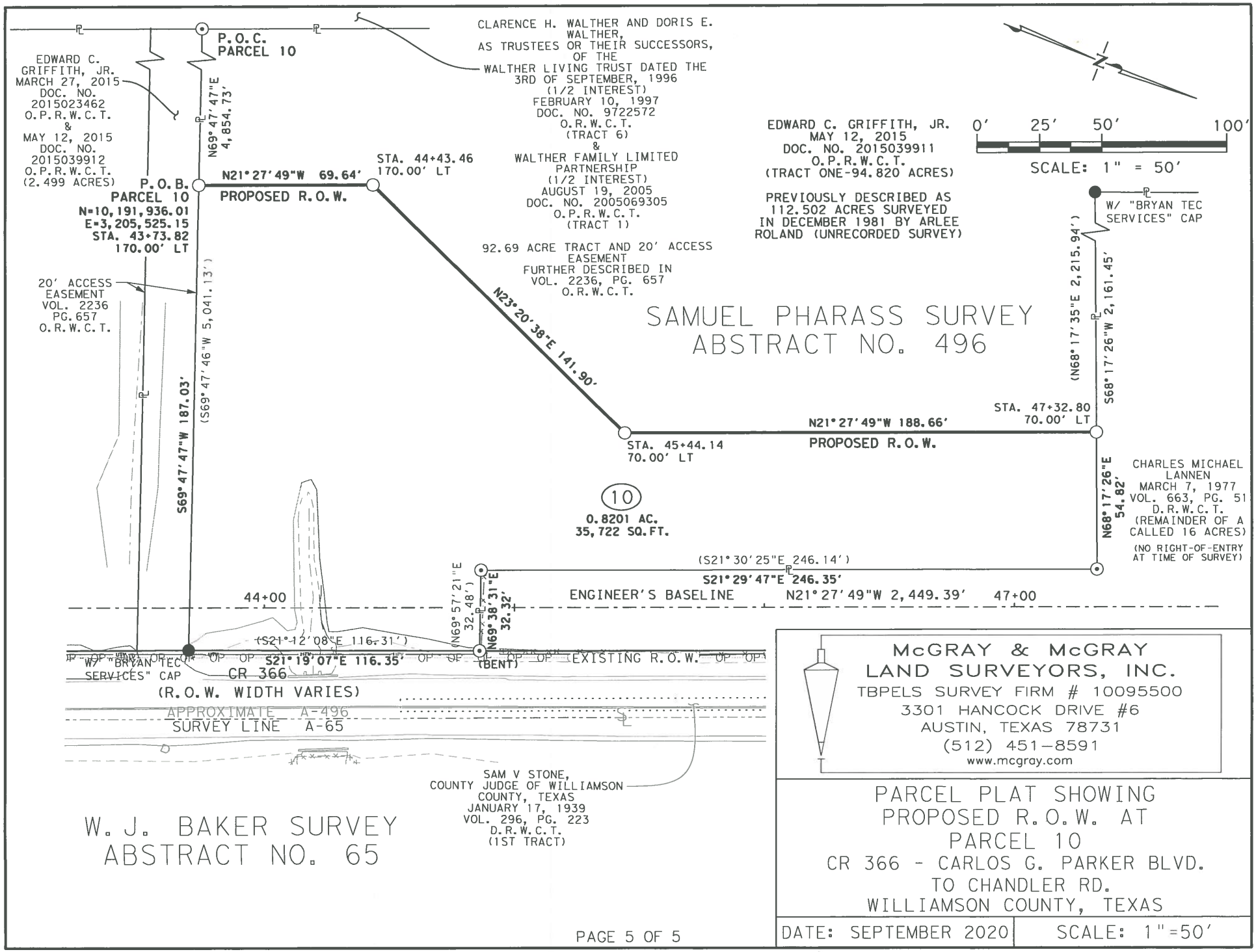
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

9/25/2020
DATE

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 10
CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: N.T.S.



McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 10

CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2020 | SCALE: 1"=50'

Commissioners Court - Regular Session **61.**

Meeting Date: 06/15/2021

Resolution For Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.225 acres) required for the construction of Southeast Loop, and take appropriate action. (Raymond Eugene Naivar and Diane Mikulencak Naivar/Parcel 72)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Naivar Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/02/2021 09:37 PM

Form Started By: Charlie Crossfield Started On: 06/02/2021 02:36 PM

Final Approval Date: 06/02/2021

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 3.225 acre (Parcel 72) described by metes and bounds in Exhibit "A" owned by **RAYMOND EUGENE NAIVAR and DIANE MIKULENCAK NAIVAR, TRUSTEES OF THE R and D TRUST DATED December 10, 2020** 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 to acquire the

property voluntarily. 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
PROPERTY DESCRIPTION FOR PARCEL 72

DESCRIPTION OF A 3.225 ACRE (140,500 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE WATKINS NOBLES SURVEY, ABSTRACT NO. 484 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 58.001 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO RAYMOND E. NAIVAR AND WIFE, DIANE E. NAIVAR RECORDED IN VOLUME 713, PAGE 723 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.225 ACRE (140,500 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=10,169,562.23 E=3,192,948.11 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 58.001 acre tract, same being the northerly boundary line of the remainder of that called 15.00 acre tract of land described in Warranty Deed to Charles Barr and wife, Rosa Barr recorded in Volume 832, Page 303 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 an angle point in said common boundary line bears S 79°25'42" E, at a distance of 61.08 feet, pass a calculated angle point in said common line and continuing S 73°46'41" E, at a distance of 481.17 feet;

1) **THENCE,** departing said proposed westerly ROW line, with the southerly boundary line of said 58.001 acre tract, same being the northerly boundary line of said remainder of the 15.00 acre tract, **N 79°25'42" W,** at a distance of 169.63 feet, pass a 1/2" iron rod found, and continuing for a total distance of **170.57** feet to the calculated northwesterly corner of said remainder of the 15.00 acre tract, same being the southwesterly corner of said 58.001 acre tract, in the existing easterly ROW line of said F. M. 3349 (100' ROW width), same being the easterly line 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 southwesterly corner of the herein described parcel, and from which, a TxDOT Type 1 concrete monument found, being an angle point in the existing easterly ROW line, same being the westerly boundary line of said remainder of the 15.00 acre tract and the easterly line of said 4.1049 acre ROW tract, bears S 07°39'54" W, at a distance of 357.52 feet;

2) **THENCE,** with said existing easterly ROW line, same being the easterly line of said 4.1049 acre ROW tract, also being the westerly boundary line of said 58.001 acre tract, **N 07°39'54" E**, at a distance of 784.02 feet, pass a TxDOT Type 1 monument found and continuing for a total distance of **923.49** feet to the calculated northwesterly corner of said 58.001 acre tract, same being the northeasterly corner of said 4.1049 acre ROW tract, also being the southeasterly corner of that 2.8485 acre ROW tract of land described in Deed to the State of Texas recorded in Volume 673, Pg. 213 of the Deed Records of Williamson County, Texas, and also being the southwesterly corner of the remainder of that called 194.559 acre tract of land described in Special Warranty Deed to RCR Taylor Land, L.P. recorded in Document No. 2018058746 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

3) **THENCE,** departing said existing easterly ROW line, same being said 4.1049 acre ROW tract, with the southerly boundary line of said remainder of the 194.559 acre tract, same being the northerly boundary line of said 58.001 acre tract, **S 82°27'25" E,** for a distance of **102.49** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed easterly ROW line of F. M. 3349, for the northeasterly corner of the herein described parcel, and from which, the calculated northeasterly corner of said 58.001 acre tract, same being an ell corner in the southerly boundary line of said remainder of the 194.559 acre tract bears S 82°27'26" E, at a distance of 2,370.27 feet;

THENCE, departing said remainder of the 194.559 acre boundary line, with said proposed easterly ROW line, through the interior of said 58.001 acre tract, the following two (2) courses:

4) **S 00°51'11" W**, for a distance of **650.63** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;

5) **S 09°31'39" W**, for a distance of **286.47** feet to the **POINT OF BEGINNING**, containing 3.225 acre, (140,500 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.

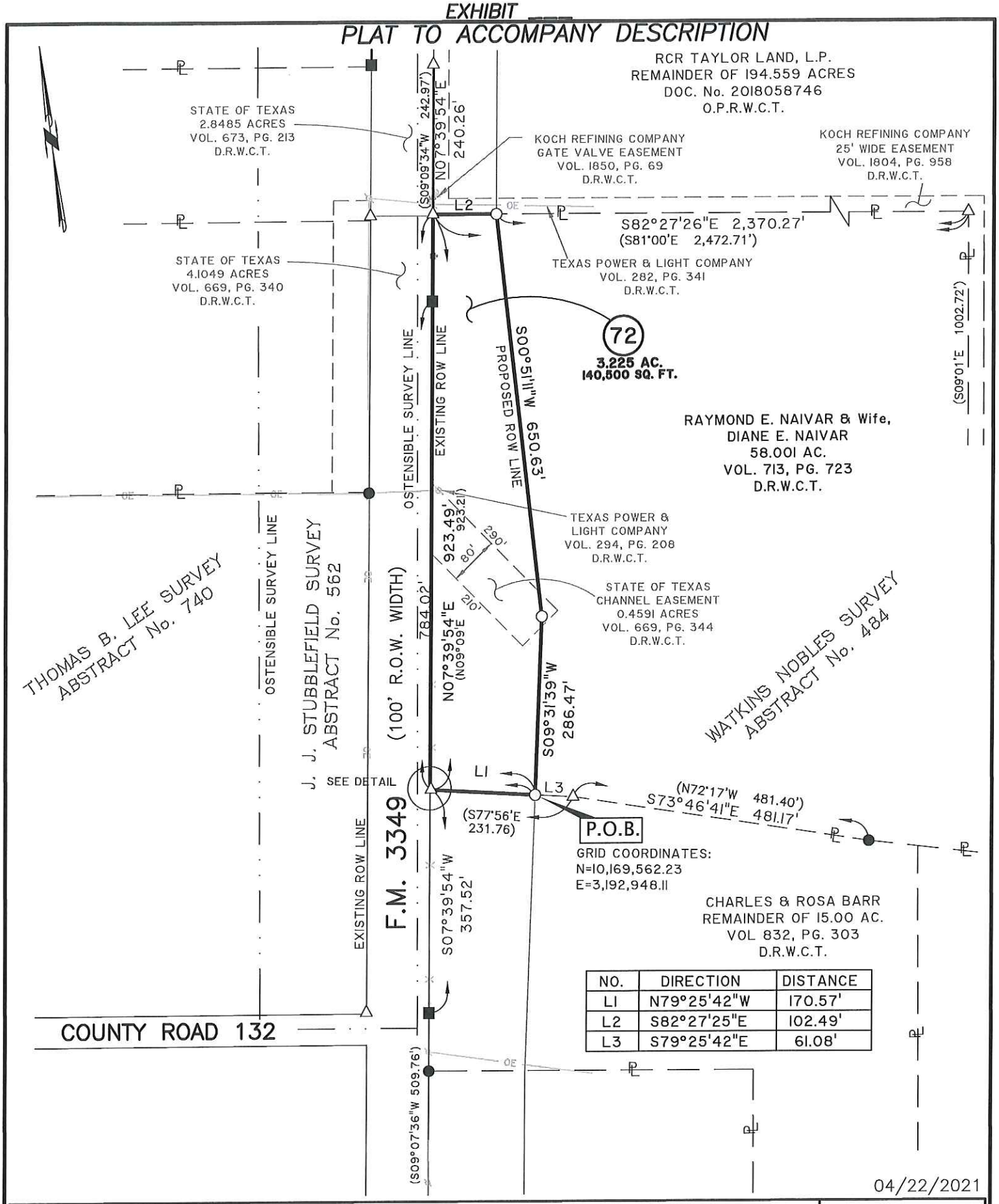
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 5 MAY 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, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N79°25'42"W	170.57'
L2	S82°27'25"E	102.49'
L3	S79°25'42"E	61.08'

04/22/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
RAYMOND E. NAIVAR
and Wife, DIANE E. NAIVAR

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
FM 3349

PARCEL 72

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 72-NAIVAR\PARCEL 72-NAIVAR.dwg

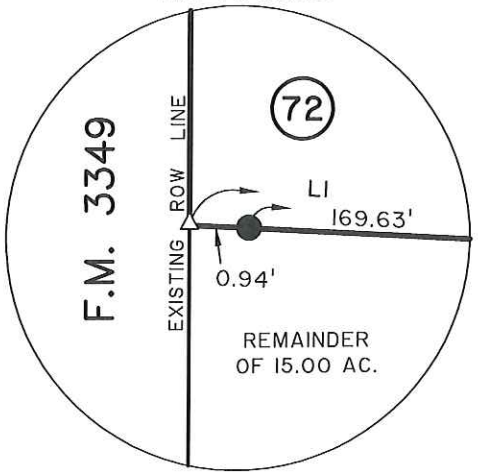
EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
ℙ	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

DETAIL
NOT TO SCALE



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. 2059032-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE NOVEMBER 5, 2020, ISSUE DATE NOVEMBER 15, 2020.

10A. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 341, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

B. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 294, PAGE 208, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 361, PAGE 121, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. CHANNEL EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 669, PAGE 344, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

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 5 MAY 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

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

04/22/2021

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
RAYMOND E. NAIVAR and Wife, DIANE E. NAIVAR

SCALE 1" = 200'

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 72

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 72-NAIVAR\PARCEL 72-NAIVAR.dwg

Commissioners Court - Regular Session **62.**

Meeting Date: 06/15/2021

Resolution For Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (17.268 acres) required for the construction of Southeast Loop, and take appropriate action. (Fuessel Holdings, LLC/Parcel 94 parts 1 & 2)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fuessel Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/02/2021 09:38 PM

Form Started By: Charlie Crossfield Started On: 06/02/2021 02:38 PM

Final Approval Date: 06/02/2021

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 two certain tracts of land being 17.268 acres (Parcel 94, Parts 1-2) described by metes and bounds in Exhibits "A-B" owned by **FUESSEL HOLDINGS, LLC, a Texas limited liability company** 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
PROPERTY DESCRIPTION FOR PARCEL 94 Pt. 1

DESCRIPTION OF A 3.257 ACRE (141,869 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 76 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO FUESSEL HOLDINGS LLC RECORDED IN DOCUMENT NO. 2012081610 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.257 ACRE (141,869 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=10,178,062.38, E=3,193,077.33 TxSPC Zone 4203) set, in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the southerly boundary line of said remainder of the 76 acre tract, same being in the northerly boundary line of a portion of the remainder of that called 72.15 acre tract of land described in Warranty Deed to John Bigon and wife, Mary Bigon recorded in Volume 558, Page 77 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 northeasterly corner of said remainder portion of the 72.15 acre tract, same being the southeasterly corner of said remainder of the 76 acre tract, bears with the common boundary line of said remainder portion of the 72.15 acre tract and said remainder of the 76 acre tract, N 68°33'57" E, at a distance of 1,723.53 feet;

1) **THENCE**, departing said proposed easterly ROW line, with said common boundary line, **S 68°33'57" W,** for a distance of **186.49** feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found in the existing easterly ROW line C.R. 101 (variable width ROW), being the northeasterly corner of that 3.493 acre tract described in ROW Deed to Williamson County, Texas (Exhibit A) recorded in Document No. 2017117137 of the Official Public Records of Williamson County, Texas, being the northwesterly corner of said remainder portion of the 72.15 acre tract, same being the southwesterly corner of said remainder of the 76 acre tract and the southeasterly corner of that called 1.379 acre tract of land (Exhibit A) described in ROW Deed to Williamson County, Texas, recorded in Document No. 2017113723 of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel;

THENCE, with the existing easterly ROW line of said C.R. 101, same being the westerly boundary line of said remainder of the 76 acre tract, and the easterly line of said 1.379 acre ROW tract, the following three (3) courses:

2) **N 42°32'43" W,** for a distance of **66.09** feet to a ½" iron rod found, for the beginning of a tangent curve to the right;

3) Along said curve to the right, having a delta angle of **20°25'37",** a radius of **1,355.00** feet, an arc length of **483.08** feet, and a chord which bears **N 32°19'04" W,** for a distance of **480.53** feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found, for a point of tangency;

4) **N 22°05'40" W,** for a distance of **41.75** feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being an ell corner in said westerly boundary line of the remainder of the 76 acre tract, same being the southwesterly corner of the remainder of that called 1.265 acre tract of land described in Gift Deed to Travis Lee Betak recorded in Document No. 2011041723 of the Official Public Records of Williamson County, Texas, also being the southeasterly corner of that called 0.253 acre tract (Exhibit A) described in ROW Deed to Williamson County, Texas, recorded in Document No. 2017119661 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

5) **THENCE**, departing said existing easterly ROW line, with said westerly boundary line of the remainder of the 76 acre tract, same being the southerly boundary line of said remainder of the 1.265 acre tract, **N 68°31'41" E,** for a distance of **269.79** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed easterly ROW line, for the northeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap (illegible), being the southeasterly corner of said remainder of the 1.265 acre tract, same being an ell corner in said westerly boundary line of the remainder of the 76 acre tract, bears N 68°31'41" E, at a distance of 15.72 feet;

THENCE, departing said 1.265 acre tract, with said proposed easterly ROW line, through the interior of said remainder of the 76 acre tract, the following four (4) courses:

6) **S 20°52'30" E,** for a distance of **75.94** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the point of beginning of a non-tangent curve to the left;

7) Along said non-tangent curve to the left, having a delta angle of **01°01'22",** a radius of **6,454.00** feet, an arc length of **115.21** feet, and a chord which bears **S 24°53'50" E**, for a distance of **115.21** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for a point of tangency;

8) **S 25°24'31" E,** for a distance of **275.22** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the point of beginning of a tangent curve to the right;

9) Along said curve to the right, having a delta angle of **01°15'21",** a radius of **5,026.00** feet, an arc length of **110.17** feet, and a chord which bears **S 24°46'50" E**, for a distance of **110.16** feet to **POINT OF BEGINNING**, containing 3.257 acre, (141,869 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.

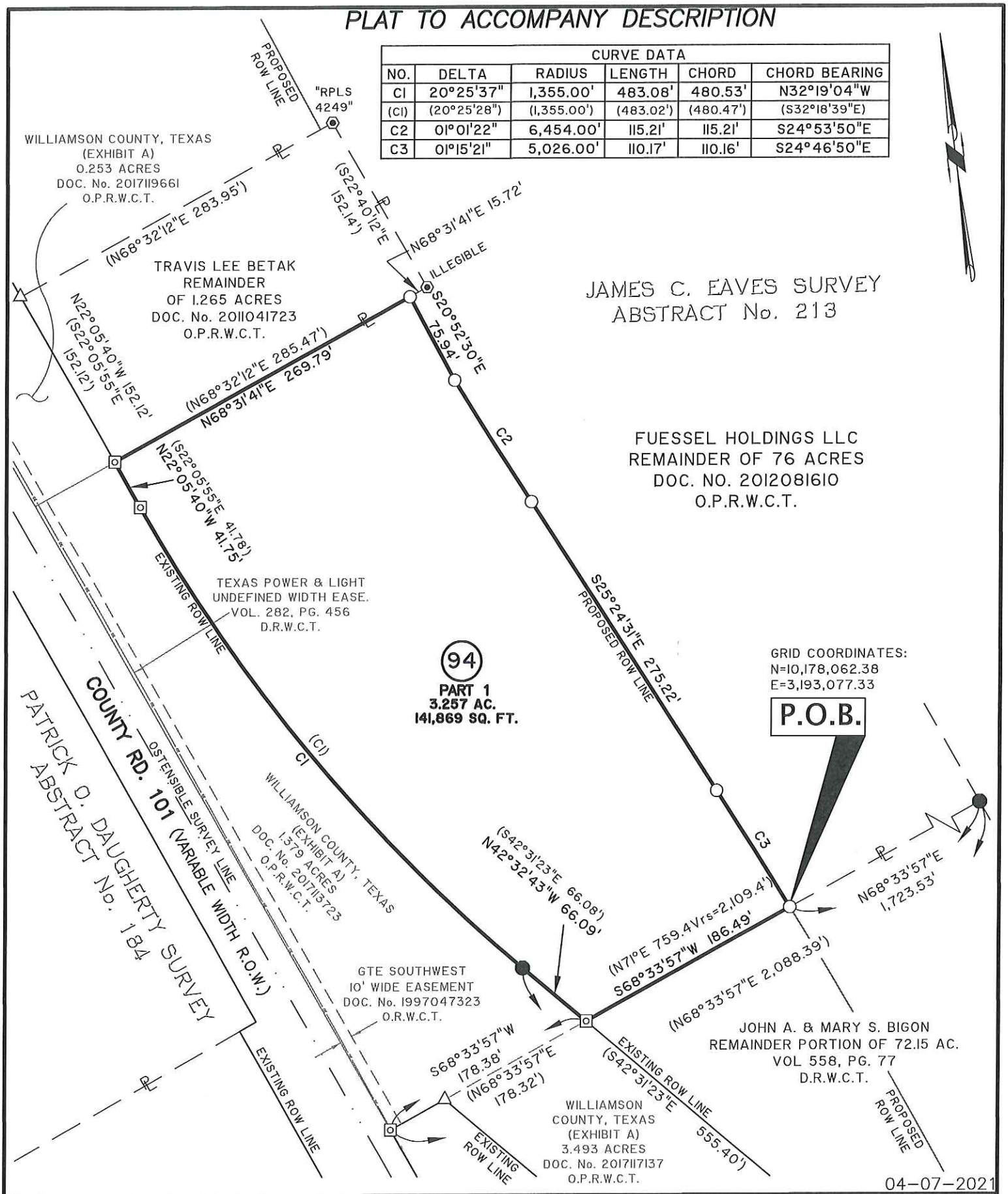
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 21 MAY 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, TX 78681

PLAT TO ACCOMPANY DESCRIPTION

CURVE DATA					
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	20°25'37"	1,355.00'	483.08'	480.53'	N32°19'04"W
(C1)	(20°25'28")	(1,355.00')	(483.02')	(480.47')	(S32°18'39"E)
C2	01°01'22"	6,454.00'	115.21'	115.21'	S24°53'50"E
C3	01°15'21"	5,026.00'	110.17'	110.16'	S24°46'50"E



04-07-2021

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

FUESSEL HOLDINGS, LLC

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	FM 3349

PARCEL 94
PART 1

S:_HDR-PROJECTS\FM3349_OVERPASS\PARCELS\PARCEL_94_Pt_1-FUESSEL_HOLDINGS\PARCEL_94_Pt_1.dwg

PLAT TO ACCOMPANY DESCRIPTION

04-07-2021

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET
⊡	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"
▣	TxDOT TYPE II CONCRETE MONUMENT FOUND
◈	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
ℙ	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

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. 20644II-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 28, 2020, ISSUE DATE NOVEMBER 5, 2020.

10A. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 456, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS LOCATED, BUT MAY AFFECT WITH ROAD WIDENING.

B. EASEMENT TO GTE SOUTHWEST, INCORPORATED RECORDED IN DOCUMENT NO. 9748323, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS DESCRIBED, BUT MAY AFFECT WITH ROAD WIDENING.

C. OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042685, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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 21 MAY 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

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

FUESSEL HOLDINGS, LLC

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	FM 3349

PARCEL 94 PART 1

S:_HDR-PROJECTS\FM 3349_OVERPASS\PARCELS\PARCEL_94_Pt_1-FUESSEL_HOLDINGS\PARCEL_94_Pt_1.dwg

EXHIBIT B
PROPERTY DESCRIPTION FOR PARCEL 94 Pt. 2

DESCRIPTION OF A 14.011 ACRE (610,297 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 76 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO FUESSEL HOLDINGS LLC RECORDED IN DOCUMENT NO. 2012081610 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 14.011 ACRE (610,297 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=10,178,728.44 E=3,192,783.36 TxSPC Zone 4203) set, in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the westerly boundary line of said remainder of the 76 acre tract, same being in the northerly boundary line of the remainder of that called 1.265 acre tract of land described in Gift Deed to Travis Lee Betak recorded in Document No. 2011041723 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, the calculated northeasterly corner of said remainder of the 1.265 acre tract, same being an ell corner in the westerly boundary line of said remainder of the 76 acre tract, bears with the common boundary line of said remainder of the 76 acre tract and said remainder of the 1.265 acre tract, N 68°32'23" E, at a distance of 10.96 feet;

1) **THENCE**, departing said proposed easterly ROW line, with said common boundary line, **S 68°32'23" W,** for a distance of **273.02** feet to a calculated point in the existing easterly ROW line of C.R. 101 (variable width ROW), being the northeasterly corner of that called 0.253 acre tract (Exhibit A) described in ROW Deed to Williamson County, Texas, recorded in Document No. 2017119661 of the Official Public Records of Williamson County, Texas, same being the southeasterly corner of that called 3.878 acre tract of land (Exhibit A) described in ROW Deed to Williamson County, Texas, recorded in Document No. 2017113723 of the Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described parcel, and from which, an iron rod with aluminum cap stamped "WILCO ROW 5777" found in said existing easterly ROW line, being the southwesterly corner of said remainder of the 1.265 acre tract, an ell corner in westerly boundary line of said remainder of the 76 acre tract and the southeasterly corner of said 0.253 acre ROW tract, bears S 22°05'40" E, at a distance of 152.12 feet;

THENCE, with said existing easterly ROW line, same being the westerly boundary line of said remainder of the 76 acre tract, the following two (2) courses:

2) **N 22°05'40" W,** for a distance of **2,152.42** feet to an iron rod found with aluminum cap stamped "WILCO ROW 5777" found, being the beginning of a cut-back line transitioning from said C.R. 101 to the existing southerly ROW line of C.R. 395 (variable width ROW), for an angle point;

3) With said cut-back line, **N 23°34'17" E**, for a distance of **54.12** feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found in said existing southerly ROW line of C.R. 395, for the northwesterly corner of the herein described tract;

4) **THENCE**, with said existing southerly ROW line, same being the northerly boundary line of said remainder of the 76 acre tract, **N 68°27'33" E,** for a distance of **242.56** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed easterly ROW line of said C.R. 101, for the northeasterly corner of the herein described parcel, and from which, an iron rod with a red plastic cap (unknown) found in said existing southerly ROW line, being the northeasterly corner of said remainder of the 76 acre tract, bears N 68°27'33" E, at a distance of 416.55 feet;

THENCE, departing said existing ROW line, with said proposed easterly ROW line, through the interior of said remainder of the 76 acre tract, the following two (2) courses:

5) **S 21°58'51" E,** passing at a distance of 818.00 feet an iron rod with aluminum cap stamped "ADL" set for the beginning of an Access Denial Line, at a distance of 1,765.00 feet pass an iron rod with aluminum cap stamped "ADL" set for the end of said Access Denial Line and continuing for a total distance of **1,988.14** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for an angle point;

6) **S 20°52'30" E**, for a distance of **202.83** feet to **POINT OF BEGINNING**, containing 14.011 acre, (610,297 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 947.00 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

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.

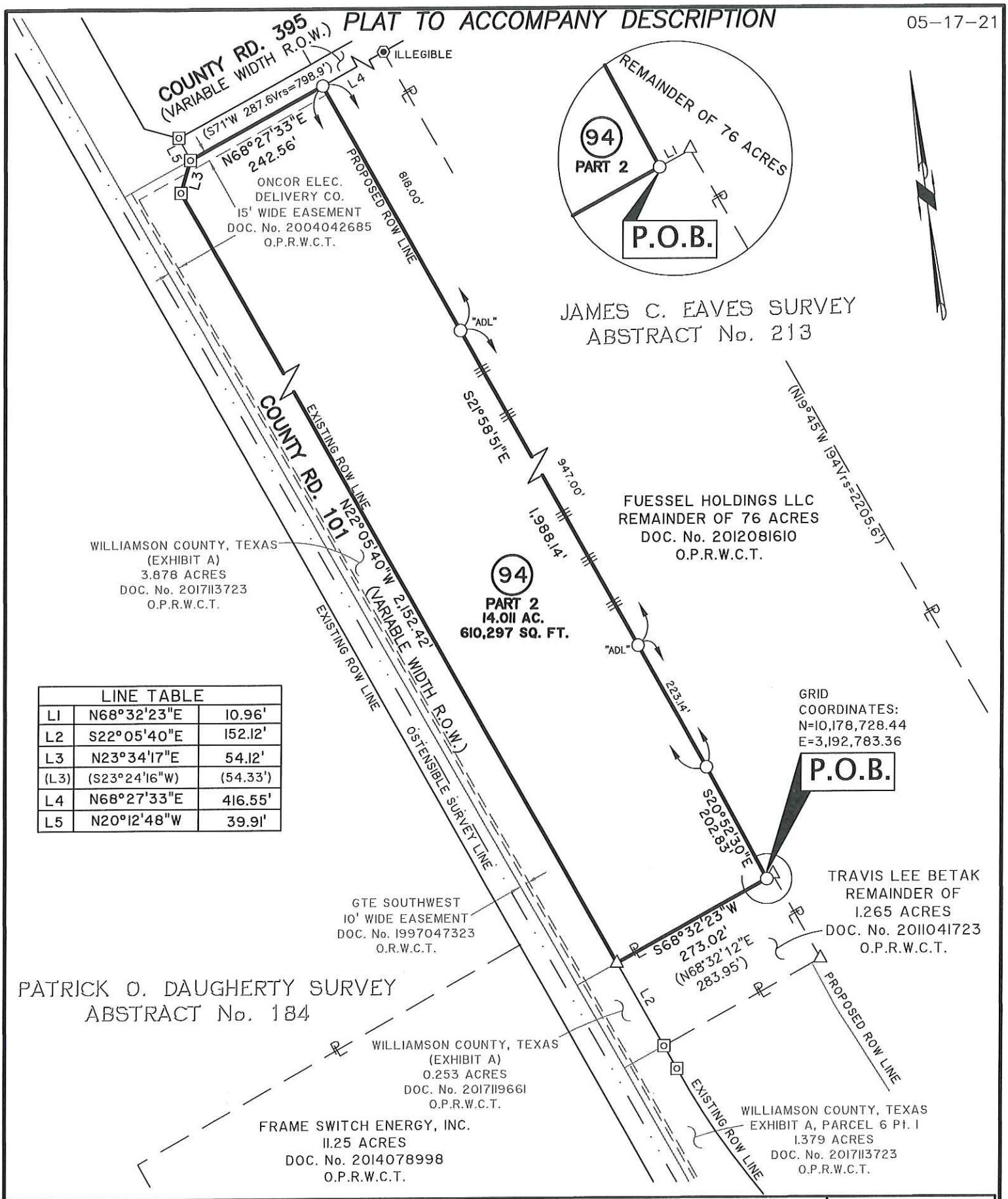
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 21 MAY 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, TX 78681

PLAT TO ACCOMPANY DESCRIPTION

05-17-21



LINE TABLE		
L1	N68°32'23"E	10.96'
L2	S22°05'40"E	152.12'
L3	N23°34'17"E	54.12'
(L3)	(S23°24'16"W)	(54.33')
L4	N68°27'33"E	416.55'
L5	N20°12'48"W	39.91'

INLAND GEODETICS
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PARCEL PLAT SHOWING PROPERTY OF

FUESSEL HOLDINGS, LLC

PARCEL 94
PART 2

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	FM 3349

S:_HDR-PROJECTS\FM3349_OVERPASS\PARCELS\PARCEL_94_Pt_2-FUESSEL_HOLDINGS\PARCEL_94_Pt_2-FUESSEL_HOLDINGS.dwg

PLAT TO ACCOMPANY DESCRIPTION

05-17-21

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET
⊡	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"
⊡	TxDOT TYPE II CONCRETE MONUMENT FOUND
⬢	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
— ||| —	ACCESS DENIAL LINE

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M. Stephen Truesdale 21 MAY 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
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PARCEL PLAT SHOWING PROPERTY OF
FUESSEL HOLDINGS, LLC

SCALE 1" = 200'

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 94 PART 2

S:_HDR-PROJECTS\FM3349_OVERPASS\PARCELS\PARCEL_94_PT_2-FUESSEL_HOLDINGS\PARCEL_94_PT_2-FUESSEL_HOLDINGS.dwg

Meeting Date: 06/15/2021

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 near Justice Center.
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

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:49 AM

Form Started By: Charlie Crossfield Started On: 06/10/2021 11:47 AM

Final Approval Date: 06/10/2021

Commissioners Court - Regular Session **64.**

Meeting Date: 06/15/2021

Executive Session

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 Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Cutting Edge

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	06/10/2021 11:50 AM

Form Started By: Charlie Crossfield Started On: 06/10/2021 11:47 AM

Final Approval Date: 06/10/2021