

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
July 13, 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 – 26)

3. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0554-004212	Postage	\$1000
To:	0100-0554-004350	Printed Materials & Binding	\$1000

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	\$10,000.00
To	0100.0509.004810	Lawn Service	\$10,000.00
From	0100.0509.005700	Vehicles > \$5,000	\$2,500.00
To	0100.0509.003001	Equipment & Tools	\$2,500.00
From	0100.0509.005003	Equipment > \$5,000	\$700.00
To	0100.0509.003005	Office Furniture	\$700.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment > \$5,000	\$5,621.66
To	0100.0509.001110	Overtime	\$4,600.00
To	0100-0509-002010	FICA	\$351.90
To	0100-0509-002020	Retirement	\$669.76

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003318	Janitorial Supplies	\$17,000.00
To	0100.0570.003009	Linens/Toiletries	\$17,000.00

7. Discuss, consider and take appropriate action on a line item transfer for RCS - Radio Communications System.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0507-0507-003003	Radio Equipment	\$3500.00
FROM:	0507-0507-003100	Office Supplies	\$1500.00
FROM:	0507-0507-003110	Other Supplies	\$1000.00
FROM:	0507-0507-003523	Parts	\$2000.00
TO:	0507-0507-004545	Tower Maintenance	\$8000.00

8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 06/01/2021 through 06/30/2021.
9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 06/01/2021 through 06/30/2021.
10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 06/01/2021 through 06/30/2021.
11. Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including One (1) 2011 Mercury Outboard Motor, pursuant to Tx. Local Gov't Code 263.152.

12. Discuss, consider and take necessary action to authorize the donation of surplus and unneeded air filters from the Williamson County Facilities Department to Habitat for Humanity to benefit Williamson County residents pursuant to Tex. Loc. Gov. Code § 263.152 and support local public health and safety.
13. Discuss, consider, and take appropriate action on approving the filing of the FY2022-2023 Community Supervision and Corrections Department (Adult Probation) Biennial Budgets.
14. Discuss, consider and take appropriate action on Notice of Grant Award (NOGA) from the Texas Veterans Commission for support of the Williamson County Veterans Treatment Court.
15. Discuss, consider and take appropriate action on appointing Deborah Marie Brusseau to the Williamson County Child Welfare Board.
16. Discuss, consider and take appropriate action on an Interlocal Agreement Between Williamson County and the Williamson County and Cities Health District for Public Health Data Sharing and HIPAA Business Associate Agreement for sharing of information regarding communicable diseases.
17. To discuss and take appropriate action on the renewal of contract with Texas State Library for the County Clerk for microfilm storage and creation for FY 2021-2022.
18. Discuss, consider and take appropriate action regarding termination of Master Service Agreement with Winston Financial Services, Inc. for Hosted Solution Service - Web Based Benefit Enrollment System, on behalf of Williamson County Human Resources Department and authorize County Judge to sign letter providing 60-day notice of termination, effective January 4, 2022.
19. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Jail Food Service.
20. Discuss, consider and take appropriate action on an Agreement between Williamson County and the Butler Family Partnership, Ltd. (BFP) relating to the Williamson County Sheriff's Office's use of BFP's real property for purposes of training.
21. Discuss, consider, and take appropriate action on approving the service contract between Williamson County and Technology for Education LLC d/b/a TFE Connect for the installation of audio and video equipment in the ESOC Executive Conference Room in the amount of \$16,138.00, pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement.
22. Discuss, consider, and take appropriate action on approving the service contract between Williamson County and Technology for Education, LLC d/b/a/ TFE Connect for the installation of audio and video equipment in the Jester Annex Divisible Rooms in the amount of \$36,423.00, pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement.

23. Discuss, consider, and take appropriate action on accepting a report on the Williamson County Justice Center Renovation Project (P515) HCS, Inc. Change Order #01 in the amount of (\$21,163.32.) This change order is being funded by owners' contingency from within the original project budget.
24. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Williamson County Integrated Pest Management Services under RFP #T4821.
25. Discuss, consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 3A subdivision – Precinct 3.
26. Discuss, consider and take appropriate action on approval of the preliminary plat for the Cole subdivision – Precinct 2.

REGULAR AGENDA

27. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Sandra L. McDaniel) who passed away in Justice of the Peace, Pct. 2 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Weed Corley Fish Funeral Homes & Cremation Services to move forward with interment.
28. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Robin K. Hubbard) who passed away in Justice of the Peace, Pct. 1 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Weed Corley Fish Funeral Homes & Cremation Services to move forward with interment.
29. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (Eric Svenson) who passed away in Justice of the Peace, Pct. 2 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Weed Corley Fish Funeral Homes & Cremation Services to move forward with interment.
30. 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.

31. 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.
32. Discuss, consider and take appropriate action on resolution supporting an extension of the Delivery System Reform Incentive Payment (DSRIP) program through the Medicaid 1115 Transformation Waiver.
33. Discuss, consider and take appropriate action on an agreement between Williamson County and Veritas Well-Being, PLLC for a not-to-exceed amount of \$30,000 for treatment services for the Williamson County Veterans Treatment Court.
34. Discuss, consider and take appropriate action regarding the engagement of attorney Beth M. Johnson to provide legal support to Williamson County District Judges in the performance of their duties as they relate to family law matters on an as-needed basis and subject to available budgetary funding; and exempt 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 regarding approval and receipt of Vehicle Reimbursement Agreement with Sonterra West HOA for off duty contracting of County Sheriff Deputies to be effective July 13, 2021 (Jarrell).
36. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for a Sheriff's Office donation.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$40.00

37. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for a Sheriff's Office donation.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003674	Use of Donations	\$40.00

38. Discuss, consider, and take appropriate action on utilizing Vaughan Construction for Historic Courthouse Door Renovations utilizing Choice Partners cooperative contract 15/041JN-16 in the not-to-exceed amount of \$168,350.00 and authorize the execution of the agreement.

- 39.** Discuss, consider and take appropriate action on authorizing the GMP Proposal with awarded RFP T3931 Construction Manager at Risk (CMAR), Chasco Constructors Ltd, LLC for the construction of the South Event Tarmac at the Williamson County Expo Center, in the amount of \$1,000,878.00 with an Owner's Contingency in the amount of \$50,122.00 and authorize the execution of the agreement between Williamson County and CMAR. The funding source is P566.
- 40.** Receive updates on the Department of Infrastructure projects and issues.
- 41.** Discuss, consider, and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer \$640,000 from P290 (2013 Road Bond non-departmental) to P329 (O'Connor Drive Signals; \$100,000), P284 (Hairy Man Rd/Brushy Creek; \$100,000), P274 (Seward Junction SW; \$225,000), P231 (Ronald Reagan Blvd at I-35, \$15,000) and P261 (CR 110 Middle Phase 2; \$200,000).
- 42.** Discuss, consider, and take appropriate action on approving a 2019 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer \$900,000 from P399 (2019 Road Bond non-departmental) to P359 (Corridor E4; \$700,000) and P225 (Forest North Drainage; \$200,000).
- 43.** Discuss, consider and take appropriate action on awarding IFB #T4461 McNeil Road Milling, Sealing and Overlay to Texas Materials Group, Inc. per the attachment and authorizing execution of the agreement.
- 44.** Discuss, consider and take appropriate action on a Letter Agreement with the Lakeside Estates HOA for subdivision improvements (fencing). Funding Source: Road Bonds P463
- 45.** Discuss, consider and take appropriate action on a real estate contract with Carole D. Gessaman, Individually and as Independent Executor of the Estate of Bruce Edward Gessaman (deceased). Funding Source: Road Bonds P462
- 46.** Discuss, consider and take appropriate action on a Letter Agreement with Andrew and Maedelle Anthony for a waterline easement on CR 111 (Parcel 25WE). Funding Source: Road Bonds P292
- 47.** Discuss, consider and take appropriate action on an Escrow Agreement with 60 Westinghouse Investments, LLC regarding the CR 111 project. Funding Source: Road Bonds P292
- 48.** Discuss, consider and take appropriate action on a Real Estate Contract with Fidel G. Loza for parkland. Funding Source: Parks P444
- 49.** Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with William A. Rogers, Jr. as the Trustee of the Tiffany Tankersley Wolfe 1997 Children's Trust and Steven J. Wolfe for right of way needed on the SE Loop project (Parcel 26). Funding Source Road Bonds P463

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)."

50. 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
 - w) Discuss acquisition of right of way for Corridor E.
- 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.

51. 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

52. 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 Madiseti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
- v) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- w) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
- x) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
- y) Cause No. 20-1964-C395; Robert Chody v. Michael Gleason, In the 395th Judicial District Court of Williamson County, Texas.
- z) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
- aa) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.
- 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) Gary Haston - EEOC Charge #451-2021-01145.
- ee) 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.
- ff) 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.
- gg) Legal claims of Donald L. Foiles, Jr.

- 53.** 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).

54. 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)

55. Discuss and take appropriate action concerning economic development.
56. Discuss and take appropriate action concerning real estate.
57. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - g) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - h) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
 - i) Claim of Regina Wright.
 - j) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
 - 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.

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

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

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

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

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

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

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

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) Gary Haston - EEOC Charge #451-2021-01145.

ee) 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.

ff) 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.

gg) Legal claims of Donald L. Foiles, Jr.

58. 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.

59. Comments from Commissioners.

- 60.** 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 9th day of July 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:** 07/13/2021

Line Item Transfer

Submitted By: Brian Olson, Constable Pct. #4**Department:** Constable Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Constable Precinct #4.

Background

This transfer will provide additional funds to cover printing expenses not previously budgeted.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0554-004212	Postage	\$1000
To:	0100-0554-004350	Printed Materials & Binding	\$1000

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Brian Olson

Final Approval Date: 06/29/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

06/28/2021 04:45 PM

06/29/2021 08:17 AM

Started On: 06/28/2021 11:37 AM

Commissioners Court - Regular Session**4.****Meeting Date:** 07/13/2021

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Gina Wrehsnig, Building
Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Need additional funds for Courthouse landscaping and additional funds for the remainder of the FY for Furniture and Tools.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004962	Janitorial Contract Services	\$10,000.00
To	0100.0509.004810	Lawn Service	\$10,000.00
From	0100.0509.005700	Vehicles > \$5,000	\$2,500.00
To	0100.0509.003001	Equipment & Tools	\$2,500.00
From	0100.0509.005003	Equipment > \$5,000	\$700.00
To	0100.0509.003005	Office Furniture	\$700.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 06/29/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

06/29/2021 03:31 PM

06/29/2021 03:39 PM

Started On: 06/29/2021 11:03 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 07/13/2021

Line Item Transfer

Submitted For: Dale Butler**Submitted By:** Gina Wrehsnig, Building
Maintenance**Department:** Building Maintenance**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Need additional funds for the remainder of the FY for Overtime.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment > \$5,000	\$5,621.66
To	0100.0509.001110	Overtime	\$4,600.00
To	0100-0509-002010	FICA	\$351.90
To	0100-0509-002020	Retirement	\$669.76

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Gina Wrehsnig

Final Approval Date: 07/06/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

07/06/2021 10:12 AM

07/06/2021 11:13 AM

Started On: 07/06/2021 10:09 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 07/13/2021

Line Item Transfer - Corrections

Submitted For: Mike Gleason**Submitted By:** Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Corrections Department.

Background

Due to pandemic protocols, inmates were quarantined in individual cells. These inmates were provided individualized toiletries. Out of an abundance of caution, the remainder of these individual toiletries were destroyed rather than being moved to general population. As a result, extra quantities are needed.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003318	Janitorial Supplies	\$17,000.00
To	0100.0570.003009	Linens/Toiletries	\$17,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 07/07/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

07/07/2021 02:43 PM

07/07/2021 02:50 PM

Started On: 07/07/2021 09:25 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 07/13/2021

Line Item Transfer

Submitted By: Wendy Coco, WC Radio Communication System (RCS)**Department:** WC Radio Communication System (RCS)**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for RCS - Radio Communications System.

Background

This transfer is necessary to cover future tower maintenance through the end of FY 21.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0507-0507-003003	Radio Equipment	\$3500.00
FROM:	0507-0507-003100	Office Supplies	\$1500.00
FROM:	0507-0507-003110	Other Supplies	\$1000.00
FROM:	0507-0507-003523	Parts	\$2000.00
TO:	0507-0507-004545	Tower Maintenance	\$8000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Wendy Coco

Final Approval Date: 07/08/2021

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

07/08/2021 11:20 AM

07/08/2021 11:48 AM

Started On: 07/08/2021 10:00 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 07/13/2021

Assets for Auction Monthly Report 7.13.21

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 06/01/2021 through 06/30/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Assets for Auction Monthly Report 6.30.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/07/2021

Reviewed By

Kerstin Hancock

Andrea Schiele

Date

07/07/2021 10:15 AM

07/07/2021 02:44 PM

Started On: 06/18/2021 09:44 AM

June 2021

MONTHLY REPORT

Court Date:

7/13/2021

Williamson County - Assets for Auction

Agenda #:

26877

Item	Serial Number	Quantity	Dept.
Dell Latitude 5289	9nhwph2	1	277th District
Plantronics CA12CDS Wireless Base	BH611280, BL401137	2	911 Communications
Plantronics HW251 Headset	12PTV7, 12R391	2	911 Communications
Plantronics HW530 Headset	OU5WR3, OU4YM7	2	911 Communications
Plantronics HW710 Headset	ONUX23	1	911 Communications
HID Omnikey 521 V2		1	911 Communications
Dell Docking Station	CN-0W395-73901-06K-A01	1	Budget Office
Dell Monitor	CN-0DC323-71618-68A-BCQT	1	Budget Office
Dell 97wh Extended Battery Type M5Y0X	KR-0N4FJ5-71769-26K-AB2N-A00	1	Budget Office
Logitech MK700 Keyboard and Mouse	C/N 02593	1	Budget Office
Dell Monitor with Speaker	CN-0NWX76-72872-25V-A37M	1	Budget Office
Parking Lot Lights		14	Building Maintenance
Air Filters		10	Building Maintenance
2016 Dell Latitude Laptop	5X0YGC2	1	Commissioner 1
2016 Dell Latitude Laptop	74JZGC2	1	Commissioner 1
Mouse & Keyboards		2	Commissioner 1
Docking Stations		2	Commissioner 1
2013 Dell Latitude E6530	5DLVWW1	1	Commissioner 1
Dell OptiPlex 7010 Asset No 115268	3S2XN22	1	Constable 1
Dell OptiPlex 7010 Asset No 115269	3S2WN22	1	Constable 1
Dell OptiPlex 7010 Asset No 77147	8F1L8Z1	1	Constable 1
3 Piece Desk - HON		1	County Auditor
Book Case - HON		1	County Auditor
3 drawer cabinet - HON		1	County Auditor
2 drawer cabinet - HON		1	County Auditor
Metal File Organizer		1	County Auditor
Optiplex 7050 Desktop	M2	1	County Auditor
Optiplex 7040 Desktop	40VDS2	1	County Auditor
Optiplex 7010 Desktop	6Y4YDZ1	1	County Auditor
Optiplex 7040 Desktop	40Y&SD2	1	County Auditor
Optiplex 7040 Desktop	40ZCSD2	1	County Auditor
Computer Speaker		2	County Auditor
Calculators		4	County Auditor
Mouse-Computer		5	County Auditor
Keyboards-Computer		5	County Auditor
Monitors-Computer		5	County Auditor
Docking Station		1	County Auditor
Docking Station/Monitor		1	County Auditor
Optiplex 7040-Desktop	40XDS2	1	County Auditor
Optiplex 7040 Desktop	40Z6SD2	1	County Auditor
Ultrabook Laptop	1HBSGC2	1	County Auditor
Box of Miscellaneous Cords/Cables for computers		1	County Auditor
4 drawer wide file cabinet, metal, wood top		1	County Auditor
Brown wood desk		1	County Auditor
Brown wood bridge, attaches to desk		1	County Auditor
HP Laser Jet 600 M602 Printer	CNDCG8318X	1	County Court at Law 1
PC - DELL OPTIPLEX 7020		1	CSCD - State Purchased
PC - DELL OPTIPLEX 7010		5	CSCD - State Purchased
PC - DELL OPTIPLEX 7040		1	CSCD - State Purchased
PRINTERS - BROTHER DCP	U63885A5N810890	1	CSCD - State Purchased
PRINTERS - BROTHER MFC	U62064K9N477306, U63088E3N434633	2	CSCD - State Purchased
TV - PANASONIC PV	J7AA12513	1	CSCD - State Purchased
Printer-Brother HL	U61443G7J173458	1	CSCD-State Purchased
Laptop - Toshiba Portege	58083729H	1	CSCD-State Purchased

Laptops - Acer	23002234516, 22203015216, 05104516216	3	CSCD-State Purchased
Laptop - Toshiba Skullcandy	1F024612U	1	CSCD-State Purchased
Monitors		16	CSCD-State Purchased
Metal Shelving Units		2	Elections
Short filing cabinet		1	Elections
Election Systems and Software DS650 Scanner and Tabulators w/carts	5103-7105 / 5103-7104	2	Elections
OKI Microline 9 Pin printers	See List	4	Elections
Election Systems and Software iVotronic NiMH Battery Charging System	62866, 62867, Not found	3	Elections
Dell Optiplex 7040	FMZ2182	1	Emergency Med Services
Dell Optiplex 7050	See List	8	Emergency Med Services
box of misc cables, keyboards, mice,...		1	Emergency Med Services
Pedi-Mate Child Restraint		5	Emergency Med Services
SPO2 Sensor Bood Style 2501		23	Emergency Med Services
Panasonic toughbook CF-20	7AKSA23803	1	Emergency Med Services
Panasonic toughbook CF-20	7BKSA27289	1	Emergency Med Services
Panasonic toughbook CF-20	7BKSA28316	1	Emergency Med Services
Panasonic toughbook CF-20	7AKSA23128	1	Emergency Med Services
Panasonic toughbook CF-20	7AKSA23791	1	Emergency Med Services
Panasonic toughbook CF-20	7BKSA28308	1	Emergency Med Services
Panasonic toughbook CF-20	7BKSA28373	1	Emergency Med Services
Panasonic toughbook CF-20	7AKSA23805	1	Emergency Med Services
Panasonic toughbook CF-20	7BKSA28954	1	Emergency Med Services
Panasonic toughbook CF-20	7AKSA23127	1	Emergency Med Services
Panasonic toughbook CF-20	7BKSA28910	1	Emergency Med Services
Panasonic toughbook CF-20	7BKSA28909	1	Emergency Med Services
Texas OBD-Only ESP10400-60 Inspection Machine	40260520280	1	Fleet Services
Pentair, 5800 SXT	44220	1	Fleet Services
Port A Cool 2000	3319	1	Fleet Services
Port A Cool 2000		1	fleet Services
Lucent Landline Phone (Beige)	979T29002157	1	Health Dist County Purchased
Cultura M (in a box)	142724/21000817	1	Health Dist County Purchased
Hamilton Bell VanGuard V6500	184995	1	Health Dist County Purchased
5 Wheel Stand C.C.I.	29616	1	Health Dist County Purchased
Beige metal file cabinet 4 drawer cabinet - wide		2	JP 1
beige metal file cabinet - 3 drawer wide		1	JP 1
Black metal file cabinet - 4 drawer wide		5	JP 1
gray metal file cabinet - 2 drawer small		1	JP 1
Brown desk chair w/rollers, 3 of them are ripped		5	JP 1
Green desk chairs w/rollers		5	JP 1
Dell Latitude E6520	7XMSBS1	1	Juvenile Services
Dell OptiPlex 7440 SIO	45SY902	1	Juvenile Services
Dell Latitude E6530	See List	16	Juvenile Services
Toshiba TV (Old and Heavy)	8385175227B	1	Juvenile Services
Toshiba SDV290 VHS/DVD player	ED13209560	1	Juvenile Services
Wood Pallets 48" x 40"		150	Parks
2004 AUTOCLEAR Xray-Scanner Model #6040	04-08-12P01	1	Sheriff's Office
2004 AUTOCLEAR Xray-Scanner Model #6040	04-08-12P02	1	Sheriff's Office
Dell Desktop towers	See List	5	Sheriff's Office
HP printer/scanner	CNDPJC9301564CB	1	Sheriff's Office
HON - Red chair	ZH93ND	1	Sheriff's Office
HP Color Laser Jet 3800dn printer	CYNCH69056	1	Sheriff's Office
Dell CPU	8BPHGQ1	1	Sheriff's Office
HP Laser Jet 4250n	CNRXS35178	1	Sheriff's Office
Dell Monitor	CN-ON300H-64180-1AK-15PL	1	Sheriff's Office
Dell CPU	DG8PCZ1	1	Sheriff's Office
Dell CPU	CRRS9Z1	1	Sheriff's Office
Dell CPU	DG9LCZ1	1	Sheriff's Office

Dell CPU	7GH6GQ1	1	Sheriff's Office
Cable Reel	1946901	1	Sheriff's Office
Dell OptiPlex 7050	6X35CM2	1	Tax Assessor/Collector
Dell OptiPlex 7050	3WQWXM2	1	Tax Assessor/Collector
Dell OptiPlex 7050	6X21CM2	1	Tax Assessor/Collector
Dell OptiPlex 7050	6X53CM2	1	Tax Assessor/Collector
Dell OptiPlex 7050	6XD5CM2	1	Tax Assessor/Collector
Dell OptiPlex 7050	H92C9M2	1	Tax Assessor/Collector
Dell OptiPlex 7050	6WZ6CM2	1	Tax Assessor/Collector
HP LaserJet P4015N Printer	CNDY129565	1	Tax Assessor/Collector
HP LaserJet 4250N Printer	CNRXJ58176	1	Tax Assessor/Collector
HP LaserJet Enterprise 600 Printer	G98074	1	Tax Assessor/Collector
Dell OptiPlex 7040	BHP3DD2	1	Tax Assessor/Collector
Dell OptiPlex 7040	C2GDZC2	1	Tax Assessor/Collector
Dell OptiPlex 7040	1RVYCH2	1	Tax Assessor/Collector
Dell OptiPlex 7050	6WX2CM2	1	Tax Assessor/Collector
Dell OptiPlex 7050	6X46CM2	1	Tax Assessor/Collector
Dell Latitude E5570	2WBH1G2	1	URS
Dell Precision T1700	7XHTC42, 7XHVC42, 76CJ282	3	URS
Dell OptiPlex 7010	7FT0P22	1	URS
Dell OptiPlex 7040	See List	18	URS
Chair, maroon, missing piece on right arm		1	URS
L Shape Desk		2	URS
Dell Latitude E6540	F80LL72	1	URS
Chairs		3	URS

Asset Status Change

Title:	Julie Schultz,2021-04-27T19:54:39Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5289
1. Manufacturer ID #:	9nhwph2
1. Oracle Asset #:	201673
1. Condition of Assets:	Unknown
Transferring Dept.:	277th District
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Wanda Davidson 6/10/2021 7:48 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Michael Moody,2021-02-11T12:28:35Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	PLANTRONICS CA12CDS WIRELESS BASE
1. Manufacturer ID #:	BH611280, BL401137
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	2
2. Description:	PLANTRONICS HW251 HEADSET
2. Manufacturer ID #:	12PTV7, 12R391
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	PLANTRONICS HW530 HEADSET
3. Manufacturer ID #:	OU5WR3, OU4YM7
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	PLANTRONICS HW710 HEADSET
4. Manufacturer ID #:	ONUX23
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	HID OMNIKEY 5321 V2
5. Manufacturer ID #	NONE
5. Condition of Assets	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Michael Moody
Transferring Dept. Contact Ph#:	911 Communications
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 3/30/2021 9:30 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877
Asset(s) delivered to warehouse on:	4/6/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	Saira Hernandez,2021-04-12T15:48:58Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Docking Station
1. Manufacturer ID #:	CN-0W395-73901-06K-8728-A01
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Monitor
2. Manufacturer ID #:	CN-0DC323-71618-68A-BCQT
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell 97Wh Extended Battery Type M5Y0X
3. Manufacturer ID #:	KR-0N4FJ5-71769-26K-AB2N-A00
3. Oracle Asset #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Logitech MK700 Keyboard and Mouse
4. Manufacturer ID #:	C/N:02593
4. Oracle Asset #:	N/A
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Dell Monitor with Speaker
5. Manufacturer ID #	CN-0NWXT6-72872-25V-A37M
5. Oracle Asset #	N/A
5. Condition of Assets	Working
Transferring Dept.:	Budget Office
Transferring Dept. Contact Person	Saira Hernandez

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129433756
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Ashlie Holladay 5/13/2021 11:40 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Asset(s) delivered to warehouse on:	4/26/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	Jeffrey Shoffner,2021-04-13T20:18:48Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	14
1. Description:	parking lot lights
1. Condition of Assets:	Unknown
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeffrey Shoffner
Transferring Dept. Contact Ph#:	Building Maintenance
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 4/19/2021 12:48 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Jeffrey Shoffner,2021-04-13T14:37:30Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	10
1. Description:	Air Filters
1. Manufacturer ID #:	Various sizes on each pallet
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeffrey Shoffner
Transferring Dept. Contact Ph#:	Building Maintenance
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Gina Wrehsnig 5/25/2021 7:33 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership doris.sanchez@wilco.org - 17-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2016 Dell Latitude Laptop
1. Manufacturer ID #:	5X0YGC2
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	2016 Dell Latitude Laptop
2. Manufacturer ID #:	74JZGC2
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	mouse & keyboards
4. Quantity (Mandatory):	2
4. Description:	docking stations
Transferring Dept.:	Commissioner 1 - admin
Transferring Dept. Contact Person	Doris Sanchez
Transferring Dept. Contact Ph#:	512-244-8610
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Terry Cook 6/18/2021 8:50 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership doris.sanchez@wilco.org - 18-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2013 Dell Latitude E6530 Asset # 65409
1. Manufacturer ID #:	5DLVWW1
1. Oracle Asset #:	65409
1. Condition of Assets:	Working
Transferring Dept.:	Commissioner 1 - admin
Transferring Dept. Contact Person	Doris Sanchez
Transferring Dept. Contact Ph#:	512-244-8610
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Terry Cook 6/18/2021 3:52 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877

Asset Status Change

Asset Status Change

Title:	i:0#.f membership patrick.youngren@wilco.org - 25-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7010 Asset No. 115268
1. Manufacturer ID #:	3S2XN22
1. Oracle Asset #:	115268
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Optiplex 7010 Asset No. 115269
2. Manufacturer ID #:	3S2WN22
2. Oracle Asset #:	115269
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Optiplex 7010 Asset No. 77147
3. Manufacturer ID #:	8F1L8Z1
3. Oracle Asset #:	77147
3. Condition of Assets:	Unknown
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448658
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Patrick Youngren 5/25/2021 8:03 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jkiley@wilco.org - 11-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7050 Desktop
1. Manufacturer ID #:	Service Tag #BNC2TM2
1. Oracle Asset #:	206735
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Optiplex 7040 Desktop
2. Manufacturer ID #:	Service Tag #40VDSD2
2. Oracle Asset #:	174569
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex 7010 Desktop
3. Manufacturer ID #:	Service Tag #6Y4YDZ1
3. Oracle Asset #:	77323
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Optiplex 7040 Desktop
4. Manufacturer ID #:	Service Tag #40Y7SD2
4. Oracle Asset #:	174573
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Optiplex 7040 Desktop
5. Manufacturer ID #	Service Tag #40ZCSD2
5. Oracle Asset #	174571
5. Condition of Assets	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Julie Kiley

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	3-1552
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Kiley 6/11/2021 1:09 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f[membership]jkiley@wilco.org - 11-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Computer Speaker
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	Calculators
2. Manufacturer ID #:	Various
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	5
3. Description:	Mouse-Computer
3. Manufacturer ID #:	Various
3. Oracle Asset #:	N/A
3. Condition of Assets:	Working
4. Quantity (Mandatory):	5
4. Description:	Keyboards-Computer
4. Manufacturer ID #:	Various
4. Oracle Asset #:	N/A
4. Condition of Assets:	Working
5. Quantity (Mandatory):	5
5. Description	Monitors-Computer
5. Manufacturer ID #	Dell
5. Oracle Asset #	N/A
5. Condition of Assets	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Julie Kiley
Transferring Dept. Contact Ph#:	3-1552

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Kiley 6/11/2021 1:12 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✕
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jkiley@wilco.org - 11-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Docking Station
1. Manufacturer ID #:	Dell
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Docking Station/Monitor
2. Manufacturer ID #:	Dell
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Optiplex 7040-Desktop
3. Manufacturer ID #:	Service Tag #40XDSD2
3. Oracle Asset #:	174570
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Optiplex 7040 Desktop
4. Manufacturer ID #:	Service Tag #40Z6SD2
4. Oracle Asset #:	174572
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Ultrabook Laptop
5. Manufacturer ID #	Service Tag #1HBSGC2
5. Oracle Asset #	166567
5. Condition of Assets	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Julie Kiley

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	3-1552
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Kiley 6/11/2021 1:15 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f[membership]jkiley@wilco.org - 11-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Box of Miscellaneous Cords/Cables for computers
1. Condition of Assets:	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Julie Kiley
Transferring Dept. Contact Ph#:	3-1552
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Kiley 6/11/2021 1:17 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f[membership]jkiley@wilco.org - 11-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	3 Piece Desk - Hon
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Book Case - Hon
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	3 drawer cabinet- Hob
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	2 drawer cabinet - Hob
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Metal File Organizer
5. Condition of Assets	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Julie Kiley
Transferring Dept. Contact Ph#:	3-1552
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Julie Kiley 6/11/2021 1:05 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f[membership]jalynmorris@wilco.org - 16-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	4 drawer wide file cabinet, metal, wood top
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Brown wood desk
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Brown wood bridge, attaches to desk
3. Condition of Assets:	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Jalyn Morris
Transferring Dept. Contact Ph#:	31572
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jalyn Morris 6/16/2021 10:00 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-05-06T16:25:34Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP LaserJet 600 M602 Printer
1. Manufacturer ID #:	CNDCG8318X
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	County Court at Law 1
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Brandy Hallford 5/7/2021 4:23 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Renee Saucedo,2021-04-13T18:35:55Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PRINTER- BROTHER HL
1. Manufacturer ID #:	U61443G7J173458
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	LAPTOP- TOSHIBA PORTEGE
2. Manufacturer ID #:	58083729H
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	3
3. Description:	LAPTOPS- ACER
3. Manufacturer ID #:	23002234516, 22203015216, 05104516216
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	LAPTOP- TOSHIBA SKULLCANDY
4. Manufacturer ID #:	1F024612U
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	16
5. Description	MONITORS
5. Condition of Assets	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Kathy Blankenship
Transferring Dept. Contact Ph#:	512-943-3517
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa Ramos 4/13/2021 3:01 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction

Asset Status Change

Asset Status Change

Court Date:	7/13/2021
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Asset Status Change

Asset Status Change

Title:	Renee Saucedo,2021-04-08T14:07:14Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PC-DELL OPTIPLEX 7020
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	5
2. Description:	PC- DELL OPTIPLEX 7010
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	PC- DELL OPTIPLEX 7040
3. Manufacturer ID #:	N/A
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	PRINTERS- BROTHER DCP
4. Manufacturer ID #:	U63885A5N810890
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	PRINTERS- BROTHER MFC
5. Manufacturer ID #	U62064K9N477306, U63088E3N434633
5. Condition of Assets	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Kathy Blankenship
Transferring Dept. Contact Ph#:	512-943-3517
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa Ramos 5/13/2021 10:34 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Renee Saucedo,2021-04-13T18:38:10Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	TV- PANASONIC PV
1. Manufacturer ID #:	J7AA12513
1. Condition of Assets:	Unknown
2. Condition of Assets:	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Kathy Blankenship
Transferring Dept. Contact Ph#:	512-943-3517
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa Ramos 5/26/2021 2:16 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jseippel@wilco.org - 22-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Metal Shelving Units
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Short filing cabinet
2. Oracle Asset #:	N/A
2. Condition of Assets:	Working
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Julie Seippel
Transferring Dept. Contact Ph#:	31631
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Christopher Davis 6/24/2021 9:48 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jerry.michalek@wilco.org - 23-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Election Systems and Software DS650 Scanner and Tabulators w/ carts
1. Manufacturer ID #:	Serial # 5103-7105/5103-7104
1. Oracle Asset #:	ALREADY RETIRED
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	OKI Microline 9 Pin printers
2. Manufacturer ID #:	Serial# 203A005453/203A2005450/203A2005504/203A2005460
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	Election Systems and Software iVotronic NiMH Battery Charging System
3. Manufacturer ID #:	N/A
3. Oracle Asset #:	62866, 62867, NOT FOUND
3. Condition of Assets:	Working
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Jerry Michalek
Transferring Dept. Contact Ph#:	512-943-1156
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jenifer Favreau 6/24/2021 9:19 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877

Asset Status Change

Asset Status Change

Title:	i:0#.f membership kbecker@wilco.org - 02-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PANASONIC TOUGHBOOK CF-20
1. Manufacturer ID #:	WILCO ID 12200 SERIAL # 7AKSA23803
1. Oracle Asset #:	181572
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	PANASONIC TOUGHBOOK CF-20
2. Manufacturer ID #:	WILCO 1987 SERIAL # 7BKSA27289
2. Oracle Asset #:	181571
2. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 6/24/2021 2:48 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877
Asset(s) delivered to warehouse on:	6/25/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership kbecker@wilco.org - 02-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PANASONIC TOUGHBOOK CF-20
1. Manufacturer ID #:	WILCO ID 3558 SERIAL # 7BKSA28316
1. Oracle Asset #:	193753
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	PANASONIC TOUGHBOOK CF-20
2. Manufacturer ID #:	WILCO ID 1138 SERIAL # 7AKSA23128
2. Oracle Asset #:	181569
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	PANASONIC TOUGHBOOK CF-20
3. Manufacturer ID #:	WILCO ID 3265 SERIAL # 7AKSA23791
3. Oracle Asset #:	181570
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	PANASONIC TOUGHBOOK CF-20
4. Manufacturer ID #:	WILCO ID 3641 SERIAL # 7BKSA28308
4. Oracle Asset #:	193752
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	PANASONIC TOUGHBOOK CF-20
5. Manufacturer ID #	WILCO ID 8679 SERIAL # 7BKSA28373
5. Oracle Asset #	193754
5. Condition of Assets	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 6/24/2021 2:49 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877
Asset(s) delivered to warehouse on:	6/25/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	Kirk Becker,2021-03-24T18:43:06Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	PEDI-MATE CHILD RESTRAINT
1. Manufacturer ID #:	PEDI-MATE
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	23
2. Description:	SPO2 SENSOR BOOT STYLE 2501
2. Manufacturer ID #:	MASIMO M-LNCS DCI SPO2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 4/12/2021 3:34 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877
Asset(s) delivered to warehouse on:	3/25/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-08T19:52:20Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Optiplex 7040
1. Manufacturer ID #:	FMZ2182
1. Oracle Asset #:	ALREADY RETIRED
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	8
2. Description:	Dell Optiplex 7050
2. Manufacturer ID #:	FGPXHN2, FGTVHN2, FGMVHN2, FHZXHN2, FGZXHN2, FHYRHN2, FGWZHN2, FGZRHN2
2. Oracle Asset #:	207853, 207855, 207857, 207874, 207872, 207873, 207854, 207856
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	box of misc cables, keyboards, mice, ...
3. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jessica Toothman 5/6/2021 1:45 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership kbecker@wilco.org - 02-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PANASONIC TOUGHBOOK CF-20
1. Manufacturer ID #:	WILCO ID 3557 SERIAL # 7AKSA23805
1. Oracle Asset #:	181568
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	PANASONIC TOUGHBOOK CF-20
2. Manufacturer ID #:	WILCO ID 9059 SERIAL # 7BKSA28954
2. Oracle Asset #:	193758
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	PANASONIC TOUGHBOOK CF-20
3. Manufacturer ID #:	WILCO ID 5062 SERIAL 7AKSA23127
3. Oracle Asset #:	181567
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	PANASONIC TOUGHBOOK CF-20
4. Manufacturer ID #:	WILCO ID 1183 SERIAL # 7BKSA28910
4. Oracle Asset #:	193757
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	PANASONIC TOUGHBOOK CF-20
5. Manufacturer ID #	WILCO ID 13650 SERIAL # 7BKSA28909
5. Oracle Asset #	193756
5. Condition of Assets	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 6/24/2021 2:49 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877
Asset(s) delivered to warehouse on:	6/25/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jsalazar@wilco.org - 27-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	TEXAS OBD-ONLY ESP10400-60 INSPECTION MACHINE
1. Manufacturer ID #:	40260520280
1. Oracle Asset #:	41270
1. Condition of Assets:	Non-Working
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Ed Pospisil
Transferring Dept. Contact Ph#:	512-943-3343
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Ed Pospisil 5/27/2021 11:31 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jsalazar@wilco.org - 03-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PENTAIR,5800 SXT
1. Manufacturer ID #:	44220
1. Oracle Asset #:	NOT IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Ed Pospisil
Transferring Dept. Contact Ph#:	5129433343
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Ed Pospisil 6/9/2021 8:15 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jsalazar@wilco.org - 16-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	PORT A COOL 2000
1. Manufacturer ID #:	3349
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	PORT A COOL 2000
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Ed Pospisil
Transferring Dept. Contact Ph#:	512-943-3343
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Ed Pospisil 6/16/2021 8:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877

Asset Status Change

Asset Status Change

Title:	i:0#.f membership kelly.loutfi@wilco.org - 19-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Lucent Landline Phone (Beige)
1. Manufacturer ID #:	979T29002157
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Cultura M (in a box)
2. Manufacturer ID #:	142724/21000817
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Hamilton Bell VanGuardV6500
3. Manufacturer ID #:	184995
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	0
4. Description:	Old Revolving Office Chairs
4. Manufacturer ID #:	N/A
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	5 Wheel Stand C.C.I.
5. Manufacturer ID #	029616
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Health District - County Purchased
Transferring Dept. Contact Person	Michelle Broddrick

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-248-7606
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Michelle Broddrick 5/20/2021 1:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f[membership]geneva.salazar@wilco.org - 08-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Beige metal file cabinet 4 drawer cabinet - wide
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	beige metal file cabinet - 3 drawer wide
2. Condition of Assets:	Working
3. Quantity (Mandatory):	5
3. Description:	Black metal file cabinet - 4 drawer wide
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	gray metal file cabinet - 2 drawer small
4. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Geneva P. Salazar
Transferring Dept. Contact Ph#:	512.244.8691
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Geneva P. Salazar 6/8/2021 10:54 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f[membership]geneva.salazar@wilco.org - 18-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Brown desk chair with rollers, 3 of them are ripped
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	5
2. Description:	Green desk chairs with rollers
2. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Geneva P. Salazar
Transferring Dept. Contact Ph#:	512.244.8691
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Geneva P. Salazar 6/18/2021 10:12 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877

Asset Status Change

Asset Status Change

Title:	Roberto Lopez,2021-04-08T16:01:41Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6520
1. Manufacturer ID #:	7XMSBS1
1. Oracle Asset #:	58125
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell OptiPlex 7440 AIO
2. Manufacturer ID #:	45SY902
2. Oracle Asset #:	146399
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	16
3. Description:	Dell Latitude E6530
3. Manufacturer ID #:	7ZK0XW1, HXK0XW1, C31QJ02, C30QJ02, JZK0XW1, GYK0XW1, C2YPJ02, 9DP0XW1, C33MJ02, C32JJ02, C31LJ02, C32MJ02, C2ZPJ02, G7M0XW1, C30LJ02, C2ZKJ02
3. Oracle Asset #:	65388, 65392, 80165, 80162, 65389, 65383, 80159, 65390, 80166, 80176, 80172, 80174, 80168, 65382, 80169, 80171
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Toshiba TV (Old and Heavy)
4. Manufacturer ID #:	8385175227B
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Toshiba SDV290 VHS/DVD player
5. Manufacturer ID #	ED13209560
5. Condition of Assets	Unknown
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Roberto Lopez

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	527-943-1960
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ John Pelczar 5/12/2021 1:06 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Asset(s) delivered to warehouse on:	6/3/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	Jason Brown,2021-04-12T13:04:13Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	150
1. Description:	Wood Pallets 48" X 40"
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Jason Brown
Transferring Dept. Contact Ph#:	Parks
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Benita Bonner 5/11/2021 3:57 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership imma.plutt@wilco.org - 01-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor
1. Manufacturer ID #:	S/N CN-ON300H-64180-1AK-15PL
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell CPU
2. Manufacturer ID #:	DG8PCZ1
2. Oracle Asset #:	77322
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell CPU
3. Manufacturer ID #:	CRRS9Z1
3. Oracle Asset #:	76173
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Dell CPU
4. Manufacturer ID #:	DG9LCZ1
4. Oracle Asset #:	77321
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Dell CPU
5. Manufacturer ID #	7GH6GQ1
5. Oracle Asset #	56347
5. Condition of Assets	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Imma Plutt
Transferring Dept. Contact Ph#:	5129431624

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 2/26/2021 9:16 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✕
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877
Asset(s) delivered to warehouse on:	3/26/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f membership imma.plutt@wilco.org - 01-02-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell CPU
1. Manufacturer ID #:	8BPHGQ1
1. Oracle Asset #:	56382
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	HP Laser Jet 4250n
2. Manufacturer ID #:	SN CNRXS35178
2. Oracle Asset #:	45268
2. Condition of Assets:	Unknown
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Imma Plutt
Transferring Dept. Contact Ph#:	5129431624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 2/26/2021 9:17 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877
Asset(s) delivered to warehouse on:	3/26/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	Randy Word,2021-05-03T20:24:59Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2004 AUTOCLEAR Xray-Scanner Model# 6040
1. Manufacturer ID #:	Serial # 04-08-12P01
1. Oracle Asset #:	NOT MATCHED IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	2004 AUTOCLEAR Xray-Scanner Model# 6040
2. Manufacturer ID #:	Serial # 04-08-12P02
2. Oracle Asset #:	NOT MATCHED IN ORACLE
2. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Randy Word
Transferring Dept. Contact Ph#:	Sheriff's Office
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Ken Evans 6/1/2021 10:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership summer.selvera@wilco.org - 02-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Dell Desktop towers
1. Manufacturer ID #:	DWNQ842,8LZS302,BJWP21,CRTP921,8LZP382
1. Oracle Asset #:	117268, 150357, NOT FOUND, NOT FOUND, 150360
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP printer/scanner
2. Manufacturer ID #:	S/N CNDPJJC9301564CB
2. Oracle Asset #:	NOT FOUND
2. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Summer Selvera
Transferring Dept. Contact Ph#:	5129431312
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kurt Showalter 6/7/2021 2:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership vjohnson@wilco.org - 25-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HON - Red chair
1. Manufacturer ID #:	ZH93ND
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	HP Color LaserJet 3800dn printer
2. Manufacturer ID #:	Serial # CYNCH69056 / Wilco Tag 100420
2. Oracle Asset #:	43769
2. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Virginia Johnson
Transferring Dept. Contact Ph#:	512.244.8633
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 6/10/2021 8:37 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership vjohnson@wilco.org - 24-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Cable Reel
1. Manufacturer ID #:	Serial # 1946901
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Virginia Johnson
Transferring Dept. Contact Ph#:	512.244.8633
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 6/24/2021 9:56 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✕
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/13/2021
Agenda Item:	26877

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jkocian@wilco.org - 28-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7050
1. Manufacturer ID #:	6X35CM2
1. Oracle Asset #:	205726
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7050
2. Manufacturer ID #:	3WQWXM2
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7050
3. Manufacturer ID #:	6X21CM2
3. Oracle Asset #:	205737
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL OPTIPLEX 7050
4. Manufacturer ID #:	6X53CM2
4. Oracle Asset #:	205730
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL OPTIPLEX 7050
5. Manufacturer ID #	6XD5CM2
5. Oracle Asset #	205723
5. Condition of Assets	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Judy Kocian

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Matt Johnson 5/28/2021 11:12 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Information Systems
Receiving Department Contact Person:	Tony Hill
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jkocian@wilco.org - 28-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7050
1. Manufacturer ID #:	H92C9M2
1. Oracle Asset #:	205735
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7050
2. Manufacturer ID #:	6WZ6CM2
2. Oracle Asset #:	205725
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	HP LASERJET P4015N PRINTER
3. Manufacturer ID #:	CNDY129565
3. Oracle Asset #:	48804
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	HP LASERJET 4250N PRINTER
4. Manufacturer ID #:	CNRXJ58176
4. Oracle Asset #:	43391
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	1
5. Description	HP LASERJET ENTERPRISE 600 PRINTER
5. Manufacturer ID #	CNDCG98074
5. Oracle Asset #	115260
5. Condition of Assets	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Judy Kocian

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Matt Johnson 5/28/2021 11:12 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Information Systems
Receiving Department Contact Person:	Tony Hill
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jkocian@wilco.org - 28-05-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL OPTIPLEX 7040
1. Manufacturer ID #:	BHP3DD2
1. Oracle Asset #:	163540
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL OPTIPLEX 7040
2. Manufacturer ID #:	C2GDZC2
2. Oracle Asset #:	158394
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	DELL OPTIPLEX 7040
3. Manufacturer ID #:	1RVYCH2
3. Oracle Asset #:	182652
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	DELL OPTIPLEX 7050
4. Manufacturer ID #:	6WX2CM2
4. Oracle Asset #:	205734
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	DELL OPTIPLEX 7050
5. Manufacturer ID #	6X46CM2
5. Oracle Asset #	205736
5. Condition of Assets	Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Judy Kocian

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Matt Johnson 5/28/2021 11:11 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Information Systems
Receiving Department Contact Person:	Tony Hill
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-08T20:08:42Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E5570
1. Manufacturer ID #:	2WBH1G2
1. Oracle Asset #:	182634
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	3
2. Description:	Dell Precision T1700
2. Manufacturer ID #:	7XHTC42, 7XHVC42,76CJ282
2. Oracle Asset #:	120261, 120260, 146355
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell OptiPlex 7010
3. Manufacturer ID #:	7FT0P22
3. Oracle Asset #:	115279
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	18
4. Description:	Dell OptiPlex 7040
4. Manufacturer ID #:	FC3WBH2, 8XSMXG2, FN05182,FBFFMF2, F9PDMF2, FB9KMF2, FB5LMF2, F9QHMF2, FB5BMF2, DFNJMF2, 8XVKXG2, 8XWLXG2, 8XTKXG2, 8XVLXG2, 8XTLXG2, 8XRMXG2, 8XSKXG2, 8XTMXG2
4. Oracle Asset #:	176564, 176576, 146335, 174579, 174580, 174581, 174582, 174576, 174578, 174577, 176572, 176571, 176577, 176569, 176568, 176573
4. Condition of Assets:	Unknown
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jeff Ivey 5/14/2021 4:36 PM

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✕
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Vicky Edwards,2021-05-20T14:29:09Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Chair, maroon, missing piece on right arm
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	L Shape Desk
2. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Vicky Edwards
Transferring Dept. Contact Ph#:	Unified Road Systems
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Bob Daigh 5/20/2021 1:36 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Julie Schultz,2021-04-27T19:52:55Z
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6540
1. Manufacturer ID #:	F80LL72
1. Oracle Asset #:	153370
1. Condition of Assets:	Unknown
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Jeff Ivey 6/1/2021 9:04 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✕
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✕
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership vedwards@wilco.org - 03-06-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Chairs
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Vicky Edwards
Transferring Dept. Contact Ph#:	512.943.3362
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Bob Daigh 6/3/2021 4:22 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	7/13/2021

Asset Status Change

Commissioners Court - Regular Session**9.****Meeting Date:** 07/13/2021

Assets for Destruction Monthly Report 7.13.21

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Tx. Local Gov't Code 263.152, for the period of 06/01/2021 through 06/30/2021.

Background

Please see the attached list for details.

Fiscal Impact

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

Attachments

Assets for Destruction Monthly Report 6.30.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/07/2021

Reviewed By

Kerstin Hancock

Andrea Schiele

Date

07/07/2021 10:15 AM

07/07/2021 03:49 PM

Started On: 06/18/2021 09:45 AM

June 2021

MONTHLY REPORT

Court Date:

7/13/2021

Williamson County - Assets for Destruction

Agenda #:

26878

Item	Serial Number	Quantity	Dept.
Chair		1	URS

Asset Status Change

Title:	i:0#.f membership vedwards@wilco.org - 03-06-2021
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Chair
1. Oracle Asset #:	N/A
1. Condition of Assets:	Non-Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Vicky Edwards
Transferring Dept. Contact Ph#:	512.943.3362
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Bob Daigh 6/3/2021 3:32 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	7/13/2021

Asset Status Change

Commissioners Court - Regular Session**10.****Meeting Date:** 07/13/2021

Assets for Transfer Monthly Report 7.13.21

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 06/01/2021 through 06/30/2021.

Background

Please see the attached list for details.

Fiscal Impact

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

Attachments

Assets for Transfer Monthly Report 6.30.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/07/2021

Reviewed By

Kerstin Hancock

Andrea Schiele

Date

07/07/2021 10:16 AM

07/07/2021 03:50 PM

Started On: 06/18/2021 09:46 AM

June 2021

MONTHLY REPORT

Court Date:

7/13/2021

Williamson County - Assets for Transfer

Agenda #:

26879

Item	Serial Number	Quantity	FROM DEPT.	TO DEPT.
Body Armor Asset #175647	See List	1	Constable 1	Constable 4
Body Armor Asset #159503	See List	1	Constable 1	Constable 4
Mossberg 12 ga shotgun - Asset #249603	V1174570	1	Constable 1	Constable 3
Mossberg 12 ga shotgun - Asset #249604	V1174574	1	Constable 1	Constable 3
Mossberg 12 ga shotgun - Asset #249605	V1148900	1	Constable 1	Constable 3
Sony Bravia - Oracle Asset 54602	8022771	1	JP 1	Constable 1
Panasonic 7000 typewriter, model KX-E7000		1	JP 3	County Judge
Black Task Chair/fabric seating and back		1	Tax Assessor/Collector	Information Systems
Black Task Chair/mesh back with fabric seating		1	Tax Assessor/Collector	Information Systems
victor 1460 Calculators	See List	4	Tax Assessor/Collector	Information Systems
Motorola Radio APX6000 Portable	481CTX0019	1	Wireless Comm.	Constable 1
Motorola Radio APX8500 Mobile	681CTV1505	1	Wireless Comm.	Sheriff's Office
Motorola Radio APX8500 Mobile	681CTV1506	1	Wireless Comm.	Sheriff's Office
Motorola Radio APX8500 Mobile	681CTV1507	1	Wireless Comm.	Sheriff's Office
Motorola Radio APX8500 Mobile	681CTV1576	1	Wireless Comm.	Sheriff's Office
Motorola Radio APX7500 Console	761CNT0305 / 65060	1	Wireless Comm.	911 Communications
Motorola Radio APX7500 Console	761CNT0306 / 65061	1	Wireless Comm.	911 Communications
Motorola Radio APX7500 Console	761CPK0299 / 65745	1	Wireless Comm.	911 Communications
Motorola Radio APX8500 Mobile	681CTV1133	1	Wireless Comm.	Sheriff's Office
Motorola Radio APX8500 Mobile	681CTV1134	1	Wireless Comm.	Sheriff's Office
Motorola Radio APX8500 Mobile	681CTV1135	1	Wireless Comm.	Sheriff's Office

Asset Status Change

Title:	i:0#.f membership patrick.youngren@wilco.org - 09-06-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MOSSBERG 12 GA SHOTGUN - ASSET NO. 249603
1. Manufacturer ID #:	V1174570
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	MOSSBERG 12 GA SHOTGUN - ASSET NO. 249604
2. Manufacturer ID #:	V1174574
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	MOSSBERG 12 GA SHOTGUN - ASSET NO. 249605
3. Manufacturer ID #:	V1148900
3. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448658
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Patrick Youngren 6/9/2021 7:43 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Constables 3
Receiving Department Contact Person:	Patrick Hurley
Receiving Dept. Contact Ph#:	5129433669
Receiving Dept. - Elect. Offic./Dept. Head/Auth Staff:	Patrick Hurley
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Patrick Hurley 6/9/2021 10:37 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Patrick Youngren,2021-05-18T19:16:54Z
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Body Armor Asset No. 175647
1. Manufacturer ID #:	FT/BK 20911975 / 20911976
1. Oracle Asset #:	175647
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Body Armor Asset No. 159503
2. Manufacturer ID #:	FT/BK 20742041 / 20742040
2. Oracle Asset #:	159503
2. Condition of Assets:	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	Constables 1
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Patrick Youngren 5/18/2021 2:16 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Constables 4
Receiving Department Contact Person:	Mike Pendley
Receiving Dept. Contact Ph#:	mpendley@wilco.org
Receiving Dept. - Elect. Offic./Dept. Head/Auth Staff:	Mike Pendley
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Michael Pendley 6/1/2021 9:24 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Patrick Youngren,2021-05-10T14:54:08Z
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Sony Bravia - Oracle Asset # 54602
1. Manufacturer ID #:	S/N 8022771
1. Oracle Asset #:	54602
1. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Geneva P. Salazar
Transferring Dept. Contact Ph#:	512-244-8691
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Geneva P. Salazar 5/25/2021 10:42 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Constables 1
Receiving Department Contact Person:	Patrick Youngren
Receiving Dept. Contact Ph#:	512-244-8658
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Patrick Youngren
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Patrick Youngren 5/10/2021 9:54 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership maalcala@wilco.org - 26-05-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic 7000 typewriter, model # KX-E7000
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 3
Transferring Dept. Contact Person	Mary Alcala
Transferring Dept. Contact Ph#:	512-943-1505
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mary Alcala 6/2/2021 2:40 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	County Judge
Receiving Department Contact Person:	Melissa Goins
Receiving Dept. Contact Ph#:	512-943-1577
Receiving Dept. - Elect. Offic./Dept. Head/Auth Staff:	Melissa Goins
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Melissa Goins 6/1/2021 11:22 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership jkocian@wilco.org - 01-06-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Black Task Chair/fabric seating and back
1. Manufacturer ID #:	N/A
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Black Task Chair/mesh back with fabric seating
2. Manufacturer ID #:	N/A
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	Victor 1460 Calculators
3. Manufacturer ID #:	O8G00132, 15G01166, 13L00749, 14D00322
3. Oracle Asset #:	NOT IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Judy Kocian
Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Matt Johnson 6/1/2021 2:42 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Information Systems
Receiving Department Contact Person:	Tony Hill
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Paul Swisher,2021-04-05T16:54:32Z
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola Radio APX7500 Console
1. Manufacturer ID #:	761CNT0305 / 65060
1. Oracle Asset #:	65060
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Motorola Radio APX7500 Console
2. Manufacturer ID #:	761CNT0306 / 65061
2. Oracle Asset #:	65061
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Motorola Radio APX7500 Console
3. Manufacturer ID #:	761CPK0299 / 65745
3. Oracle Asset #:	65745
3. Condition of Assets:	Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Paul Swisher
Transferring Dept. Contact Ph#:	512-943-3695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 4/9/2021 2:55 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	911 Communications
Receiving Department Contact Person:	Michael Moody
Receiving Dept. Contact Ph#:	512-943-8234
Receiving Dept. - Elect. Offic./Dept. Head/Auth Staff:	Kelly Luna
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Kelly Luna 4/20/2021 11:09 AM

Asset Status Change

Asset Status Change

Purchasing Final Determination	Internal Department Transfer
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Paul Swisher,2021-04-28T15:08:29Z
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola Radio APX6000 Portable
1. Manufacturer ID #:	481CTX0019
1. Oracle Asset #:	214075
1. Condition of Assets:	Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Paul Swisher
Transferring Dept. Contact Ph#:	5129433695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 6/1/2021 9:07 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Constables 1
Receiving Department Contact Person:	Jeff Parker
Receiving Dept. Contact Ph#:	5126392140
Receiving Dept. - Elect. Offic./Dept. Head/Auth Staff:	Patrick Youngren
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Patrick Youngren 4/28/2021 11:32 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	Paul Swisher,2021-04-26T20:11:12Z
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola Radio APX8500 Mobile
1. Manufacturer ID #:	681CTV1505
1. Oracle Asset #:	214302
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Motorola Radio APX8500 Mobile
2. Manufacturer ID #:	681CTV1506
2. Oracle Asset #:	214303
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Motorola Radio APX8500 Mobile
3. Manufacturer ID #:	681CTV1507
3. Oracle Asset #:	214304
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Motorola Radio APX8500 Mobile
4. Manufacturer ID #:	681CTV1576
4. Oracle Asset #:	214318
4. Condition of Assets:	Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Paul Swisher
Transferring Dept. Contact Ph#:	5129433695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 4/27/2021 2:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Sheriff's Office

Asset Status Change

Asset Status Change

Receiving Department Contact Person:	Rebecca Rodriguez
Receiving Dept. Contact Ph#:	5129435261
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Peggy Braun
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Peggy Braun 5/24/2021 1:59 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	7/13/2021

Asset Status Change

Asset Status Change

Title:	i:0#.f membership pswisher@wilco.org - 25-05-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Motorola Radio APX8500 Mobile
1. Manufacturer ID #:	681CTV1133
1. Oracle Asset #:	214325
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Motorola Radio APX8500 Mobile
2. Manufacturer ID #:	681CTV1134
2. Oracle Asset #:	214326
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Motorola Radio APX8500 Mobile
3. Manufacturer ID #:	681CTV1135
3. Oracle Asset #:	214116
3. Condition of Assets:	Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Paul Swisher
Transferring Dept. Contact Ph#:	5129433695
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Thomas Piche 6/10/2021 4:06 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Sheriff's Office
Receiving Department Contact Person:	Rebecca Rodriguez
Receiving Dept. Contact Ph#:	5129435261
Receiving Dept. - Elect. Offic./Dept. Head/Auth Staff:	Peggy Braun
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Pat Erickson 6/11/2021 2:33 PM

Asset Status Change

Asset Status Change

Purchasing Final Determination	Internal Department Transfer
Court Date:	7/13/2021

Asset Status Change

Commissioners Court - Regular Session**11.****Meeting Date:** 07/13/2021

V/E Assets for Auction 7.13.21

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

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county vehicle and equipment assets through Auction including One (1) 2011 Mercury Outboard Motor, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

VE Assets for Auction 7.13.21

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/07/2021

Reviewed By

Kerstin Hancock

Andrea Schiele

Date

07/07/2021 02:32 PM

07/07/2021 03:50 PM

Started On: 06/18/2021 09:48 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	OR399047
Equipment/Door Number	SOM1149
License Plate	NA
Year	2011
Make	Mercury
Model	1A3G203FK Outboard Motor
Comments (mileage, mechanical issues, other info)	Outboard motor to boat SV0860
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 6/16/2021 4:21 PM
Receiving Department Signature2	✕
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 6/17/2021 8:21 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 6/21/2021 9:54 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 7/7/2021 8:00 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 7/7/2021 1:18 PM

Vehicle Status Change

Commissioners Court - Regular Session**12.****Meeting Date:** 07/13/2021

Donation of Air Filters to Habitat for Humanity

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

Information**Agenda Item**

Discuss, consider and take necessary action to authorize the donation of surplus and unneeded air filters from the Williamson County Facilities Department to Habitat for Humanity to benefit Williamson County residents pursuant to Tex. Loc. Gov. Code § 263.152 and support local public health and safety.

Background

Williamson County Building Maintenance has close to 800 A/C filters of various sizes that cannot be used within Williamson County buildings. The reason for this is that either Williamson County does not have the building(s) anymore or the units in the existing buildings have been changed out. Many filters were returned for credit and the remaining ones are past the return dates. The dollar amount of these remaining filters to be donated is \$2820.00.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/07/2021

Reviewed By

Kerstin Hancock

Andrea Schiele

Date

07/07/2021 12:27 PM

07/07/2021 03:55 PM

Started On: 07/01/2021 10:35 AM

Commissioners Court - Regular Session**13.****Meeting Date:** 07/13/2021

Approve the filing of FY22-23 CSCD Biennial Budgets

Submitted For: Melissa Ramos**Submitted By:** Melissa Ramos, Adult
Probation**Department:** Adult Probation**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the filing of the FY2022-2023 Community Supervision and Corrections Department (Adult Probation) Biennial Budgets.

Background

In accordance with LGC 140.004, the CSCD shall file a copy of the proposed budget with the Commissioners' Court. The Williamson County CSCD budgets will be presented to the Williamson County Board of Judges for final approval on July 27, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CSCD Budgets

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa Ramos

Final Approval Date: 07/06/2021

Reviewed By

Andrea Schiele

Date

07/06/2021 03:26 PM

Started On: 07/06/2021 02:36 PM



**WILLIAMSON COUNTY
COMMUNITY SUPERVISION and
CORRECTIONS DEPARTMENT
(ADULT PROBATION)**

301 S.E. Inner Loop Road
P.O. Box 251
Georgetown, TX 78627-0251
Phone: (512) 943-3500
Fax: (512) 943-3510
www.adultprobation.net

**JAMESON PENNINGTON
CSCD DIRECTOR**

To: Williamson County Commissioners Court

From: Jameson Pennington, Williamson County CSCD Director

RE: FY22-23 Biennial TDCJ-CJAD Initial Budgets

Date: July 2, 2021

Attached are the Community Supervision and Corrections Department TDCJ-CJAD Proposed Initial Budgets for the FY 2022-2023 biennium. In accordance with LGC 140.004, a copy of these Williamson County CSCD budgets are to be filed with the Commissioners Court prior to the budget approval meeting with the Williams County Judiciary. The CSCD will be presenting the budgets to the Williamson County Board of Judges on July 27, 2021 at 12:00 p.m. in the 277th District Courtroom at the Williamson County Justice Center.

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

Respectfully,
Jameson Pennington
Director
Williamson County CSCD
jameson.pennington@wilco.org

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 7/6/2021

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director or
 Eduardo Montiel, Senior Budget Analyst or
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	900 - Basic Supervision	BS		Editable	7/6/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 814,202	\$ 814,202
SAFPF Payments (Basic Supervision Only)	\$ 5,700	\$ 5,700
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 960,000	\$ 960,000
Payments By Program Participants	\$ 90,750	\$ 90,750
Interest Income (Basic Supervision Only)	\$ 12,000	\$ 12,000
Carry Over from Previous Fiscal Year	\$ 650,000	\$ 650,000
Other Revenue	\$ 83,476	\$ 83,476
Basic Supervision Interfund Transfer [+ or -]	\$ -78,594	\$ -78,594
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 2,537,534	\$ 2,537,534
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 2,227,951	\$ 2,227,951
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 16,572	\$ 16,572
Contract Services for Offenders	\$ 13,565	\$ 13,565
Professional Fees	\$ 168,271	\$ 168,271
Supplies & Operating Expenses	\$ 74,235	\$ 74,235
Facilities	\$ 0	\$ 0
Utilities	\$ 18,000	\$ 18,000
Equipment	\$ 18,940	\$ 18,940
TOTAL EXPENDITURES:	\$ 2,537,534	\$ 2,537,534

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 6/30/2021

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
 Eduardo Montiel, Senior Budget Analyst **or**
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	2 - Central Texas Treatment Center	DP		Editable	6/30/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 2,053,035	\$ 2,053,035
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 5,000	\$ 5,000
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 6,000	\$ 6,000
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 2,064,035	\$ 2,064,035
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 1,444,848	\$ 1,444,848
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 15,700	\$ 15,700
Contract Services for Offenders	\$ 4,170	\$ 4,170
Professional Fees	\$ 17,760	\$ 17,760
Supplies & Operating Expenses	\$ 361,197	\$ 361,197
Facilities	\$ 127,500	\$ 127,500
Utilities	\$ 68,100	\$ 68,100
Equipment	\$ 24,760	\$ 24,760
TOTAL EXPENDITURES:	\$ 2,064,035	\$ 2,064,035

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 7/5/2021

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
 Eduardo Montiel, Senior Budget Analyst **or**
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	14 - Mental Health Caseload	DP		Editable	7/5/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 56,934	\$ 56,934
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 12,724	\$ 12,724
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 69,658	\$ 69,658
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 66,129	\$ 66,129
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 700	\$ 700
Contract Services for Offenders	\$ 60	\$ 60
Professional Fees	\$ 774	\$ 774
Supplies & Operating Expenses	\$ 775	\$ 775
Facilities	\$ 0	\$ 0
Utilities	\$ 720	\$ 720
Equipment	\$ 500	\$ 500
TOTAL EXPENDITURES:	\$ 69,658	\$ 69,658

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 6/30/2021

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
 Eduardo Montiel, Senior Budget Analyst **or**
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	28 - Substance Abuse Reentry Caseload	DP		Editable	6/30/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 70,000	\$ 70,000
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 70,000	\$ 70,000
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 47,234	\$ 47,234
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 3,275	\$ 3,275
Contract Services for Offenders	\$ 1,440	\$ 1,440
Professional Fees	\$ 5,406	\$ 5,406
Supplies & Operating Expenses	\$ 11,175	\$ 11,175
Facilities	\$ 0	\$ 0
Utilities	\$ 720	\$ 720
Equipment	\$ 750	\$ 750
TOTAL EXPENDITURES:	\$ 70,000	\$ 70,000

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 7/1/2021

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
 Eduardo Montiel, Senior Budget Analyst **or**
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	31 - Veterans Treatment Court (PTR Funding)	DP		Editable	7/1/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 41,000	\$ 41,000
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 42,670	\$ 42,670
CCP Interfund Transfer [+ or -]	\$ 20,058	\$ 20,058
TOTAL REVENUE:	\$ 103,728	\$ 103,728
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 94,310	\$ 94,310
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 2,850	\$ 2,850
Contract Services for Offenders	\$ 480	\$ 480
Professional Fees	\$ 1,548	\$ 1,548
Supplies & Operating Expenses	\$ 2,100	\$ 2,100
Facilities	\$ 0	\$ 0
Utilities	\$ 1,440	\$ 1,440
Equipment	\$ 1,000	\$ 1,000
TOTAL EXPENDITURES:	\$ 103,728	\$ 103,728

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 7/1/2021

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
 Eduardo Montiel, Senior Budget Analyst **or**
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	30 - DWI/Drug Court (PTR Funding)	DP		Editable	7/1/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 36,787	\$ 36,787
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 7,500	\$ 7,500
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 23,200	\$ 23,200
CCP Interfund Transfer [+ or -]	\$ 83,271	\$ 83,271
TOTAL REVENUE:	\$ 150,758	\$ 150,758
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 142,260	\$ 142,260
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 2,550	\$ 2,550
Contract Services for Offenders	\$ 390	\$ 390
Professional Fees	\$ 2,548	\$ 2,548
Supplies & Operating Expenses	\$ 1,790	\$ 1,790
Facilities	\$ 0	\$ 0
Utilities	\$ 720	\$ 720
Equipment	\$ 500	\$ 500
TOTAL EXPENDITURES:	\$ 150,758	\$ 150,758

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 7/1/2021

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
 Eduardo Montiel, Senior Budget Analyst **or**
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	33 - MH Specialized Caseload (PTR Funding)	DP		Editable	7/1/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 36,787	\$ 36,787
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 36,787	\$ 36,787
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 28,895	\$ 28,895
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 3,400	\$ 3,400
Contract Services for Offenders	\$ 120	\$ 120
Professional Fees	\$ 1,782	\$ 1,782
Supplies & Operating Expenses	\$ 1,120	\$ 1,120
Facilities	\$ 0	\$ 0
Utilities	\$ 720	\$ 720
Equipment	\$ 750	\$ 750
TOTAL EXPENDITURES:	\$ 36,787	\$ 36,787

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 7/5/2021

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
 Eduardo Montiel, Senior Budget Analyst **or**
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	18 - Williamson County TAIP	TAIP		Editable	7/5/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 110,000	\$ 110,000
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 105,037	\$ 105,037
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 215,037	\$ 215,037
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 208,745	\$ 208,745
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 1,300	\$ 1,300
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 1,672	\$ 1,672
Supplies & Operating Expenses	\$ 1,600	\$ 1,600
Facilities	\$ 0	\$ 0
Utilities	\$ 720	\$ 720
Equipment	\$ 1,000	\$ 1,000
TOTAL EXPENDITURES:	\$ 215,037	\$ 215,037

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 7/6/2021

APPROVED BY: _____

DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
 Eduardo Montiel, Senior Budget Analyst **or**
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	12 - Ignition Interlock Caseload	CCP		Editable	7/6/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 339,794	\$ 339,794
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ -103,329	\$ -103,329
TOTAL REVENUE:	\$ 236,465	\$ 236,465
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 219,389	\$ 219,389
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 2,150	\$ 2,150
Contract Services for Offenders	\$ 4,180	\$ 4,180
Professional Fees	\$ 1,096	\$ 1,096
Supplies & Operating Expenses	\$ 3,650	\$ 3,650
Facilities	\$ 0	\$ 0
Utilities	\$ 3,000	\$ 3,000
Equipment	\$ 3,000	\$ 3,000
TOTAL EXPENDITURES:	\$ 236,465	\$ 236,465

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 7/5/2021

APPROVED BY: _____

DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
 Eduardo Montiel, Senior Budget Analyst **or**
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	8 - Sex Offender Supervision Unit	CCP		Editable	7/5/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 141,313	\$ 141,313
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 141,313	\$ 141,313
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 113,206	\$ 113,206
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 2,550	\$ 2,550
Contract Services for Offenders	\$ 19,740	\$ 19,740
Professional Fees	\$ 2,072	\$ 2,072
Supplies & Operating Expenses	\$ 1,245	\$ 1,245
Facilities	\$ 0	\$ 0
Utilities	\$ 1,500	\$ 1,500
Equipment	\$ 1,000	\$ 1,000
TOTAL EXPENDITURES:	\$ 141,313	\$ 141,313

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 7/5/2021

APPROVED BY: _____

DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director or
 Eduardo Montiel, Senior Budget Analyst or
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	9 - Substance Abuse Caseload Program	CCP		Editable	7/5/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 67,237	\$ 67,237
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 0	\$ 0
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 67,237	\$ 67,237
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 62,268	\$ 62,268
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 1,800	\$ 1,800
Contract Services for Offenders	\$ 300	\$ 300
Professional Fees	\$ 774	\$ 774
Supplies & Operating Expenses	\$ 875	\$ 875
Facilities	\$ 0	\$ 0
Utilities	\$ 720	\$ 720
Equipment	\$ 500	\$ 500
TOTAL EXPENDITURES:	\$ 67,237	\$ 67,237

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
Community Justice Assistance Division
INITIAL BUDGET - 2022/2023 BIENNIUM
DATE RECEIVED: 7/5/2021

APPROVED BY: _____ DATE APPROVED: _____

Tammy McGinty, TDCJ-CJAD Budget Director **or**
 Eduardo Montiel, Senior Budget Analyst **or**
 Kristal Ramirez, Senior Budget Analyst

CSCD:	Program:	Funding Type:	Other Funding Type:	Current Status:	Status Date:
Williamson	29 - Assessment Unit	CCP		Editable	7/5/2021

FISCAL YEARS:	2022	2023
REVENUE:		
TDCJ Funding	\$ 78,344	\$ 78,344
SAFPF Payments (Basic Supervision Only)	\$ 0	\$ 0
Comm. Sup. Fees Collected (Basic Sup. Only)	\$ 0	\$ 0
Payments By Program Participants	\$ 5,000	\$ 5,000
Interest Income (Basic Supervision Only)	\$ 0	\$ 0
Carry Over from Previous Fiscal Year	\$ 0	\$ 0
Other Revenue	\$ 0	\$ 0
Basic Supervision Interfund Transfer [+ or -]	\$ 0	\$ 0
CCP Interfund Transfer [+ or -]	\$ 0	\$ 0
TOTAL REVENUE:	\$ 83,344	\$ 83,344
EXPENDITURES:		
Salaries/Fringe Benefits	\$ 78,946	\$ 78,946
- Full Time Salaries		
- Part Time Salaries		
- Fringe Benefits		
Travel/Furnished Transportation	\$ 1,350	\$ 1,350
Contract Services for Offenders	\$ 0	\$ 0
Professional Fees	\$ 1,448	\$ 1,448
Supplies & Operating Expenses	\$ 600	\$ 600
Facilities	\$ 0	\$ 0
Utilities	\$ 0	\$ 0
Equipment	\$ 1,000	\$ 1,000
TOTAL EXPENDITURES:	\$ 83,344	\$ 83,344

Commissioners Court - Regular Session**14.****Meeting Date:** 07/13/2021

TVC Renewal

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Notice of Grant Award (NOGA) from the Texas Veterans Commission for support of the Williamson County Veterans Treatment Court.

Background

This is a grant renewal from the TVC that supports mental health services for veterans participating in the Veterans Treatment Court program. Veterans and their families can receive mental health services at no cost through this grant. The grant provides \$30,000 in mental health services, with no match required from the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Award

NOGA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 07/02/2021

Reviewed By

Andrea Schiele

Date

07/02/2021 04:22 PM

Started On: 07/02/2021 12:50 PM



Fund for Veterans' Assistance

Helping Veterans Starts Here

Award View - Williamson County VTC Services

ID	Grantee Organization	Grant ID	Status
AD-VTC21--07	Williamson County	GT-VTC21-007	Grantee Accepted
Project Period 7/1/2021 To 6/30/2022			

Overview

Award Information

Award Title Williamson County VTC Services	Grantor/Cognizant Agency Texas Veterans Commission	Project Type Continuation
Issue Date 7/1/2021	State Program PG-VTC-21-0001	Application AP-VTC-21-017
Grantee Organization Williamson County		

Details

Scope/Award Description

Budget

Payment Financials

Award Amount \$30,000.00	Reimbursements Paid \$0.00	Remaining Award \$0.00
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Proposed Uses Of Total Funds

#	Budget Category	Grantor Share
1	Salaries and Wages	\$0.00
2	Fringe Benefits	\$0.00
3	Travel	\$0.00
4	Supplies	\$0.00
5	Client Services	\$30,000.00
6	Other Direct Costs	\$0.00





Fund for Veterans' Assistance

Helping Veterans Starts Here

7	Total Direct Costs :	\$30,000
8	Total Allowable Indirect Cost (Total Direct Costs * 10%) :	\$0
9	Indirect Costs	\$0.00
10	Grand Total (Direct + Indirect Cost):	\$30,000

Past Amendment Requests

Change Request #	Grant Name	Award	Status	CreatedMonth
AR-0067	VTC_18_0608	AD-VTC18--15	Approved	April2019

Performance

Expected KPI Driven Outcomes

Performance Measure	Project Target	Actual	Percent Complete
Number of Veterans served	65.00		
Number of Dependents served	5.00		
Number of Surviving Spouses served	0.00		

Terms & Conditions

Terms And Conditions

ID	Title	Source	Type	Effective From	Effective Till
TC-2294	Government Code Section 434.017		Term	1/1/2018	

Reporting Requirements

ID	Report Name	Frequency	Reporting Start Date	Reporting End Date
TC-2296	Quarterly Progress Report	Quarterly	7/1/2021	6/30/2022

Payment Request Schedule

ID	Report Name	Frequency	Reporting Start Date	Reporting End Date
TC-2295	Monthly Reimbursement	Monthly	7/1/2021	6/30/2022

Requests





Fund for Veterans' Assistance

Helping Veterans Starts Here

Amendment Requests

ID	Type	Purpose	Status
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Payment Requests

ID	Type	Net Amount This Action	Invoice Period Start - Finish	Status
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Progress Reports

ID	Title	Award	Report Period Start - Finish	Status
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Attachments

Attachments

Attachment Name	Type	Description	Last Modified	Owner
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Notes

Title	Description	Created Date	Created By
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Notice of Grant Award

NOGA

AWARD INFORMATION

Grant ID:

GT-VTC21-007

Grantee Organization:

Williamson County

Award Issue Date:

7/1/2021

AWARDING AGENCY

Grantor Organization:

Texas Veterans Commission

AWARD DETAILS

Grant Period Start Date:

7/1/2021

Grant Period End Date:

6/30/2022

AWARD AMOUNT

Total Awarded Amount:

\$30,000.00

Terms And Conditions

Description

The approved signature below serves as a formal acceptance by the Texas Veterans Commission (TVC) of the Grantee's Application, and addenda (if any) and the approval of this Notice of Grant Award creates a legally binding agreement between the Grantee and TVC. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the applicable federal and/or state statute and regulations, (2) the original Request for Applications (RFA) including any addenda issued, (3) the addenda to Grantee's Application (if applicable), and (4) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes to the approved Grant must follow TVC's amendment process.

Authorized Representative Name:

Bill Gravel, Jr.

Authorized Representative Title:

Williamson County Judge



Commissioners Court - Regular Session**15.****Meeting Date:** 07/13/2021

Appointment to Williamson County Child Welfare Board

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on appointing Deborah Marie Brusseau to the Williamson County Child Welfare Board.

Background

The term for Ms. Brusseau will fill a vacant position whose term will end in October 2023. Her initial term would start in May 2021 and run through fiscal year 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Request for Board Appointment
Volunteer Application

Form Review**Inbox**

County Judge Exec Asst. (Originator)
Form Started By: Andrea Schiele
Final Approval Date: 07/06/2021

Reviewed By

Andrea Schiele

Date

07/06/2021 03:24 PM

Started On: 07/06/2021 03:18 PM



April 30, 2021

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

The Honorable Judge Bill Gravell and Williamson County Commissioners,

I am requesting the Commissioner's Court approve the appointment of a new board member, Deborah Brusseau of Round Rock, to the Williamson County Child Welfare Board. If appointed, Ms. Brusseau will be filling a vacant position whose term will end in October 2023, therefore her initial term would start in May 2021 and run through fiscal year 2023. I have included her application for your review.

Please place this request for approval of Ms. Brusseau to the WCCWB on your agenda at your earliest convenience.

Please do not hesitate to contact me if you have any questions. Thank you for your continued support, enabling the board to partner with Williamson County and Child Protective Services to serve the children in foster care from Williamson County!

Sincerely,

Kim

Kim Gibbons
WCCWB President
kimgibbons@gmail.com
512-415-9609

Note: To complete this form, a Social Security number is required.

Organization Represented (if applicable):	Who referred you to DFPS? Rebecca Severson		
Why do you want to volunteer for DFPS? Children are our future, so support from adults in the community is critical, particularly for children in foster care. I am interested in the Williamson County Child Welfare Board and the associated Friends Board for the opportunity to make a difference in the life of children through material support. In addition, the employees of DFPS use the Rainbow Rooms as a resource to assist them when placing children in care and the Board assists caregivers. These adults who step in every day to help children also deserve the material support available from this Board. I am passionate about growing children into solid adult citizens. With my own two almost grown, I want to continue working for children.			
Applicable skills: I am an insurance industry professional with extensive project management, statistical analysis, public speaking and compliance experience. I am a people leader since 2005 and currently run a team of over 50 people. In my personal life, I have run Girl Scout troops, taught religious education classes, provided swim meet support for my daughters' swim and provided parent support as the mother of a board member for a high school service organization. Through my work, I have rebuilt houses after tornados, distributed food to the food insecure and assisted school children.			
Type of volunteer services preferred: Williamson County Child Welfare Board Friends of the Williamson County Child Welfare Board			
Are you willing to receive training for another assignment? ☐ Yes ☒ No			
EDUCATION (CHECK HIGHEST LEVEL COMPLETED)			
☐ Elementary School ☐ Middle School ☐ High School ☐ Vocational Training ☐ Some College ☒ College ☐ Graduate School			
Interns: ☐ Some College ☐ Undergraduate ☐ Graduate ☐ Post Graduate			
University: University of California, San Diego	Date of Undergraduate Degree: June 1993	Date of Graduate Degree:	
ADDITIONAL LANGUAGES			
Language	Speak	Read	Write
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent
American Sign Language: ☐ Fair ☐ Good ☐ Excellent ☐ N/A			
PREVIOUS VOLUNTEER EXPERIENCE			
Organization	Position	Responsibilities	
Lone Star Aquatic Club - 2009 to current	Parent Support	Swim meet timing	
Zoi Oros Filos (a Serteen organization 2017-2019)	Parent Support	Elections, Jelly Drive	
Girls Scouts of the USA 2005-2011	Troop Leader	Meetings & activities	
DATE(S) AND TIME(S) AVAILABLE			
Days per week: 1		Hours per week: Flexible	

Comments:

In my professional life, I spend a lot of time coaching and developing employees, both my direct reports and people in the organization who have asked me for mentoring. I have heard many stories on the things people have had to overcome to get to where they are as adults. This is the other aspect of my life that fuels my passion for supporting children.

ELECTRONIC SIGNATURE VOLUNTEER AGREEMENT

- ☒ I understand that I am requesting volunteer placement requiring criminal history and central registry checks and authorize DFPS to complete these checks.
- ☒ I understand that background checks are conducted on an annual basis for DFPS volunteers. I authorize DFPS to conduct a criminal history and central registry check each year that I volunteer with DFPS.
- ☒ I understand that by signing this Electronic Signature Acknowledgement form, it is equivalent to my handwritten signature and legally binding. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic Signature of Volunteer:

X

Shelby Marie Bussell

Date Signed:

01/12/2021

RETURN RESULTS TO (FOR DFPS USE ONLY)

Full Name:

Contact Phone:

Mail Code:

Program (APS, CPS, CCL), Unit, and Location:

Check box to indicate applicant's involvement:

☒ Volunteer ☐ Intern (non-paid) ☐ PCG ☐ Board Member

CHECKLIST FOR VOLUNTEER'S SUPERVISOR

For all volunteers:

- ☐ Complete volunteer application form/enter information in tracking system.
- ☐ Check personal references using telephone or mail reference check forms.
- ☐ Review Volunteer and Community Engagement Policy Handbook, Sections 4000-8000.
- ☐ Select job placement with volunteer. If appropriate, complete background check.
- ☐ Complete Transportation Form 250c (if transporting or performing essential driving duties as an official part job description).
- ☐ Review job duties with volunteer.
- ☐ Review DFPS Volunteer Guidebook and Work Rules and Standards of Conduct.
- ☐ Review and sign Confidentiality Agreement (Form 251).
- ☐ Complete and sign ID Card when appropriate (see Sec. 670 of VCE Handbook).
- ☐ Arrange on-the-job and formal training, when appropriate.
- ☐ Provide volunteer with instructions for entering volunteer hours on automated tracking systems. (Reporting Form 260 can be used if volunteer cannot enter hours directly on tracking system.)

For volunteers with direct client contact or access:

- ☐ Conduct criminal history and central registry check.
- ☐ Volunteer transporters/essentials drivers: check auto insurance, valid driver's license, and driving record, in accordance with Sec. 8600 of VCE Handbook.

For volunteers selected for computer access (see Sec. 5800 of VCE Handbook):

- ☐ Completed Non-DFPS Staff Computer Security Agreement (Form 4047).
- ☐ Schedule volunteer for appropriate computer training.
- ☐ Complete Move/Add/Change (eMac).

SUPERVISOR AND/OR VOLUNTEER COORDINATOR INFORMATION

Supervisor Name:	Unit/Location:
Volunteer Coordinator Name:	Unit/Location:

Commissioners Court - Regular Session**16.****Meeting Date:** 07/13/2021

WCCHD Data Sharing Ags

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement Between Williamson County and the Williamson County and Cities Health District for Public Health Data Sharing and HIPAA Business Associate Agreement for sharing of information regarding communicable diseases.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Data Sharing Agreements

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/08/2021

Reviewed By

Andrea Schiele

Date

07/08/2021 08:21 AM

Started On: 07/07/2021 05:08 PM

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
FOR PUBLIC HEALTH DATA SHARING**

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the “County”), and the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, a political subdivision of the State of Texas (hereinafter referred to as “WCCHD”). WCCHD and the County are herein referred to collectively as the “Parties” and individually as a “Party.”

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

WHEREAS, WCCHD and the County, each are a "public health authority" as defined by the privacy rules adopted pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”).

WHEREAS, pursuant to Texas Health and Safety Code, Chapter 121, Texas Local Public Health Reorganization Act, WCCHD is a public health district that performs public health functions on behalf of its members, including the County.

WHEREAS, on March 13, 2020, Greg Abbott, Governor of Texas, issued a disaster proclamation certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas, and the disaster proclamation has been renewed for subsequent 30-day periods.

WHEREAS, during the pendency of the COVID-19 disaster proclamation, WCCHD has received data and information regarding the occurrence of COVID-19 within Williamson County, including protected health information (PHI) as defined by the HIPAA privacy rules.

WHEREAS, during the pendency of the COVID-19 disaster proclamation, the Parties have cooperated to share public health information regarding COVID-19, including PHI.

WHEREAS, the Parties anticipate that sharing of public health information, including PHI, will continue to be necessary after the termination of the COVID-19 disaster proclamation.

WHEREAS, the Parties desire to contract with each other for sharing public health information regarding communicable diseases.

WHEREAS, Section 81.046 of the Texas Health & Safety Code establishes the confidentiality of information regarding communicable diseases that is reported to a public health district.

WHEREAS, for some of its functions, WCCHD is a Covered Entity as defined by the HIPAA privacy rules and Chapter 181 of the Texas Health & Safety Code, and is committed to complying with the HIPAA privacy rules and the Texas Health & Safety Code.

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

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

1. AUTHORITY

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

2. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

Data includes information regarding possible or suspected individuals with a communicable disease, including, without limitation, COVID-19. This may include direct identifiers and includes, but is not limited to:

- a) Dates of treatment, admission, and discharge,
- b) Name and address,
- c) Birth date, date of death,
- d) Age,
- e) Telephone numbers, fax numbers,
- f) Electronic mail addresses,
- g) Results of any tests administered,
- h) Symptoms,
- i) Treatment provided, and
- j) Other personal identifiers.

Commercial Purposes: The sale, lease, license, or other transfer of the Data to a for-profit organization or an insurance company and shall also include uses of the Data by any organization, to perform contract research, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Data to a for-profit organization.

3. TERM

3.1 The initial term of this Agreement shall be for three (3) years from the effective date hereof. After that initial term, this Agreement shall automatically renew for successive terms of three (3) years each with such renewals to occur on the expiration date of the preceding term.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 6.1 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 6 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. AGREEMENTS AND OBLIGATIONS OF THE PARTIES

4.1 This Agreement sets forth the terms and conditions pursuant by which WCCHD will share Data with the County.

4.2 At the request of the County, WCCHD will share with the County, Data within WCCHD's possession, including protected health information (PHI), on an ongoing basis regarding all prior and prospective cases of patients exposed to, suspected, or confirmed to have a communicable disease, including COVID-19.

4.3 The County will only use the Data shared pursuant to this Agreement for the purposes of controlling and preventing disease.

4.4 The Data shall not be used for any Commercial Purposes.

4.5 The County agrees to use appropriate data security measures and other safeguards to prevent the inappropriate use or disclosure of the Data in accordance with relevant laws and this Agreement. The parties hereby incorporate the terms of the Business Associate Agreement included as Attachment A.

4.6 The Parties agree to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated thereunder, and any applicable state confidentiality laws.

4.7 Pursuant to Tex. Health & Safety Code § 181.006, PHI is not public information subject to disclosure under the Texas Public Information Act ("TPIA") found in Chapter 552 of the Texas Government Code. WCCHD and the County agree that the sharing of Data is an intergovernmental transfer of information, and not the release of public information.

4.8 If either Party receives a request for the Data, including a subpoena or a TPIA request, it must inform the other Party within three days and at least five days before responding

to the request.

4.9 The Parties agree that there will be no payment to each other for labor services, expenses or any costs for the work to be performed under this Agreement. Each Party shall be responsible for its own costs and expenses, and neither Party shall be entitled to payment or reimbursement from the other Party for its services, provided however, the Parties will work together as necessary to obtain any available governmental reimbursement for services or projects under this Agreement, including reimbursement that may need to flow through one Party to the other.

4.10 The Parties' obligations to protect Data provided under, or in accordance with, this Agreement shall survive the termination of this Agreement.

5. LIABILITY

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

6. TERMINATION AND SUSPENSION

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

7. NOTICE

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

If to Williamson County:

Name: Hon. Bill Gravell, Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626

If to WCCHD:

Name: Derrick L. Neal, MPA, Executive Director
Address: 355 Texas Ave.
Round Rock, Texas 78664

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

8. DISPUTE RESOLUTION

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

8.2 WCCHD and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

9. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.15 Compliance with All Laws. The Parties agree and will comply with any and all local, state or federal requirements with respect to this Agreement.

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

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

APPROVED by the Williamson County and Cities Health District in its meeting held on the 1st day of July, 2021, and executed by its authorized representative.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: *Derrick L. Neal*
Derrick Neal, Executive Director

Date Signed: July 5, 2021

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 2021, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, County Judge

Date Signed: _____

ATTACHMENT A

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) is entered into between Williamson County & Cities Health District (“Covered Entity”) and Williamson County, Texas (“Business Associate”) (collectively, the “Parties”), effective as of the Effective Date.

1. Business Associate(s) Obligations. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, protected health information (“PHI”) and electronic protected health information (“EPHI”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”) if the PHI were used or disclosed by Covered Entity in the same manner.

2. Use of PHI. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) for the purposes described in Section 2.1, (ii) for Data Aggregation Services (as hereinafter defined), and (iii) as necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Use, creation and disclosure of de-identified health information, as that term is defined in 45 CFR § 164.514, by Business Associate is permitted.

2.1 Covered Entity and Business Associate agree that the PHI contemplated under this Agreement will be utilized for the following purposes:

- (i) Conducting disease and outbreak investigations;
- (ii) Estimating disease case counts and incidence rates;
- (iii) Analyzing disease data to monitor trends;
- (iv) Conducting research to determine factors for disease; and
- (v) Monitoring those individuals who are affected by a communicable disease.

2.2 Oral or written presentations containing or derived from PHI from Covered Entity and that are intended for release or disclosure to the public, including but not limited to compilations, intended publications, articles, or studies of the results of any analyses completed by Business Associate, or at the direction of Business Associate, will be submitted by Business Associate to Covered Entity for review and approval prior to release or publication of the same. This Section 2.2 does not apply to oral or written presentations containing only (i) aggregate data concerning health conditions required to be reported by applicable statutes or regulations, or (2) de-identified health information, as that term is defined in 45 CFR § 164.514.

3. Disclosure of PHI. Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third-party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law.

3.1 Business Associate shall not and shall provide that its directors, officers, employees, subcontractors, and agents, do not disclose PHI to any other person (other than members of their respective workforce as specified in subsection 3.1(ii) below), unless disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as specifically permitted in the immediately preceding sentences shall be made only if such disclosee has previously signed a written agreement that:

- (i) Binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of Covered Entity, Business Associate and, if disclosee is other than Business Associate, the disclosee;
- (ii) Contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to disclosee; and
- (iii) Obligates disclosee to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.

3.2 Business Associate shall not disclose PHI to any member of its workforce and shall provide that its subcontractors and agents do not disclose PHI to any member of their respective workforces, unless Business Associate or such subcontractor or agent has advised such person of Business Associate's obligations under this Agreement, and of the consequences for such person and for Business Associate or such subcontractor or agent of violating them. Business Associate shall take and shall provide that each of its subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement.

3.3 In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent commercially practical, harmful effects that are known to Business Associate and are the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. Access to and Amendment of PHI. Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity; and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within seven (7) days of such request and shall make any amendment requested by Covered Entity within twenty (20) days of the later of (a) such request by Covered Entity or (b) the date as of which Covered Entity has provided Business Associate with all information necessary to make such amendment. Business Associate may charge a reasonable fee based upon Business Associate's labor costs in responding to a request for electronic information (or the fee approved by the Texas Medical Board for the production of non-electronic media copies). Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests and statements in response to denials of such requests to the Designated Record Set, as requested by Covered Entity.

5. Accounting of Disclosures. Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

6. Records and Audit. Business Associate shall make available to the United States Department of Health and Human Services (HHS) or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or the requirements of any other health oversight agency, in a time and manner designated by the Secretary.

7. Implementation of Security Standards; Notice of Security Incidents. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

8. Data Breach Notification and Mitigation.

8.1 HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting to Covered Entity of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. § 164.402. Specifically, a breach is an unauthorized acquisition, access, use or disclosure of unsecured PHI, including EPHI, which compromises the security or privacy of the PHI/EPHI. A breach compromises the security or privacy of PHI/EPHI if it poses a significant risk of financial, reputational, or other harm to the individual whose PHI/EPHI was compromised (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. § 164.404, as described below in this Section 8.1, governs the determination of the date of discovery of a HIPAA Breach. In the event of any conflict

between this Section 8.1 and the Confidentiality Requirements, the more stringent requirements shall govern.

8.2 Discovery of Breach. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than five (5) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of Business Associate.

8.3 Reporting a Breach. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. § 164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate will provide Covered Entity with:

- (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address);
- (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery;
- (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, addressees), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);
- (iv) a brief description of what Business Associate has done or are doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and
- (v) appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the HIPAA Breach.

Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

9. Termination.

9.1 This Agreement shall commence on the Effective Date.

9.2 Upon the termination of the applicable Business Arrangement, either Party may terminate this Agreement by providing written notice to the other Party.

9.3 Upon termination of this Agreement for any reason, Business Associate agrees:

- (i) to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or the agents of Business Associate. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>; or
- (ii) in the case of PHI which is not feasible to “return or destroy,” to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

10. Miscellaneous.

10.1 Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

Covered Entity:

Williamson County & Cities Health District
Attn: Executive Director, Health Authority
355 Texas Avenue
Round Rock, Texas 78664

Business Associate:

Williamson County
Attn: Hon. Bill Gravell, Williamson County Judge
710 Main St.
Georgetown, Texas 78626

10.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

10.3 Assignment. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

10.4 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

10.5 Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

10.6 Governing Law. Both Parties agree that Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas. Both Parties expressly consent to the jurisdiction of the state and federal courts located in Texas. The Parties further agree that the exclusive venue for the resolution of any dispute relating to the subject matter of this agreement shall be in the state courts located in Williamson County, Texas and in the federal courts in Travis County, Texas.

10.7 Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

10.9 Definitions. For the purposes of this Agreement, the following definitions shall apply:

- (i) “*Business Associate(s)*” shall have the meaning given to the term “Associate” under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- (ii) “*Covered Entity*” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- (iii) “*Data Aggregation Services*” shall mean the combining of PHI or EPHI by Business Associates with the PHI or EPHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of, payment to, and treatment of patients by the respective covered entities.
- (iv) “*Electronic Protected Health Information*” or “*EPHI*” shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, and 164, and under HITECH.
- (v) “*Privacy Rule*” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160, 162 and 164.
- (vi) “*Security Rule*” shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.
- (vii) “*Protected Health Information*” or “*PHI*” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. [45 CFR §§160.103 and 164.501.
- (viii) The Health Information Technology for Economic and Clinical Health (“HITECH”) Act shall mean Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The U.S. Department of Health and Human Services (“HHS”) interim final rule at 74

Fed. Reg. 42,740 implements the security breach notice provisions of HITECH.

- (ix) Any other capitalized term not otherwise defined in this Section 13.10 or this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable.

IN WITNESS THEREOF, the parties hereto have duly executed the Agreement as of the latest date set forth below ("Effective Date").

FOR COVERED ENTITY:

WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

By: 
Derrick Neal, Executive Director

July 5, 2021
Date

FOR BUSINESS ASSOCIATE:

WILLIAMSON COUNTY

By: _____
Bill Gravell, County Judge

Date

Commissioners Court - Regular Session**17.****Meeting Date:** 07/13/2021

Renew Texas State Library Contract for Storage and Imaging Services for FY2022

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

Information**Agenda Item**

To discuss and take appropriate action on the renewal of contract with Texas State Library for the County Clerk for microfilm storage and creation for FY 2021-2022.

Background

Renewal of annual contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TSL Contract FY2022

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Nancy Rister

Final Approval Date: 07/07/2021

Reviewed By

Hal Hawes

Andrea Schiele

Date

07/06/2021 03:58 PM

07/07/2021 02:54 PM

Started On: 07/06/2021 03:31 PM

Contract for Storage & Imaging Services for Fiscal Year 2022

Texas State Library and Archives Commission
State and Local Records Management

THE STATE OF TEXAS – COUNTY OF TRAVIS

SLRM Contract Number: 6-22-1246

WillCo Contract Number: Not Provided

This Contract is entered into by and between the Texas State Library and Archives Commission, the Performing Agency, and Williamson County Clerk, the Receiving Agency, pursuant to the authority granted in, and in compliance with, the provisions of the Interagency Cooperation Act, Texas Government Code, Title 7, Chapter 771.

I. ADMINISTRATIVE CONTACT INFORMATION FOR CONTRACTING PARTIES

Receiving Agency

Name: Williamson County Clerk
Agency Code: 1246.01
Contact Person: Nancy Rister
Contact Phone: (512) 943-1549
Contact Email: nrister@wilco.org

Performing Agency

Name: Texas State Library and Archives Commission
Agency Code: 306
TINS No: 33063063060013
Contact Person: Zach Bruton
Phone: (512) 475-5151

II. STATEMENT OF SERVICES TO BE PERFORMED

The Performing Agency will perform records storage and imaging related services in levels not to exceed the total billable amounts in Section IV of this Contract. Billable fees for records storage and imaging related services will be assessed monthly based on actual services performed. Fees for services under this Contract are outlined in Appendix 1.

Information regarding the eligibility for storage and imaging, record preparation, transferring and transporting records, requesting or returning stored records, and the final disposition of stored records is available on the Performing Agency's website in the "Records Management" Section.

The Performing Agency certifies that it has authority to provide and invoice for these services as granted in Texas Government Code, Chapter 441, § 441.006, § 441.017, and § 441.182.

III. FEE SCHEDULE CALCULATION

All fees charged under this Contract are formulated on a cost recovery model and are reviewed and approved by the Texas State Library and Archives Commission. Reimbursable costs under this Contract will be calculated for Records Center Services in accordance with Texas Government Code as cited in Section II and as listed in attached Fee Schedules, effective September 1, 2021.

IV. CONTRACT AMOUNT

The maximum amount of this Contract is \$275,000.00 and can only be increased or decreased by an executed addendum to this Contract. Of the total amount of this Contract, \$10,000.00 of this amount is designated for storage services and \$265,000.00 is designated for imaging services.

The total amount of this Contract is an estimate based on prior services provided by the Performing Agency for services requested by the Receiving Agency. It is the responsibility of both the Performing and Receiving Agencies to amend this Contract as the scope of services changes during the Contract term.

V. INVOICING FOR SERVICES

The Performing Agency will submit invoices to the Receiving Agency on a monthly basis and will provide support documentation for any change in the storage, circulation, and/or imaging charges incurred during the invoicing period. This documentation will be provided at no additional charge. Any additional reports requested by the Receiving Agency will be charged as "Other Services" and will be discussed and agreed upon by both parties prior to the start of the work.

Invoices will be submitted to the Receiving Agency as PDF files via email to the contact listed below. The Receiving Agency is responsible for informing the Performing Agency at ar@tsl.texas.gov if the billing email address changes or some other method of submission is necessary for the invoices.

The Receiving Agency's email address for receiving invoices is: nrister@wilco.org.

Questions concerning billing and accounting transactions related to this Contract should be directed to the attention of:

Texas State Library and Archives Commission
State and Local Records Management
Attention: Accounting
Box 12516
Austin, TX 78711-2516
Email: ar@tsl.texas.gov

VI. PAYMENT FOR SERVICES

Payment for services performed under this Contract will be processed monthly in accordance with the Interagency Cooperation Act, Texas Government Code, Chapter 771, § 771.008.

If the Receiving Agency is paying other than via an Interagency Transaction Voucher processed through the Texas Comptroller's Uniform Statewide Accounting System (USAS), the Receiving Agency will remit payment to the following address:

Texas State Library and Archives Commission
Accounts Receivable
Box 12516
Austin, TX 78711-2516

VII. CANCELLATION OF CONTRACT

This Contract may be canceled by either party provided the following conditions are met. To terminate this Contract, either party must submit a written notice of intent to terminate the contract to the other party at the address listed in Section I of this Contract at least 30 days prior to the intended termination date. The termination notice must reference the State and Local Records Management (SLRM) Contract Number and must be dated and signed by the agency head or the authorized records management officer. The date of actual Contract termination must be mutually agreed to in writing by both parties to allow for the appropriate and efficient disposition of all records in storage or micro-conversion in process at the time of cancellation notice. Payment for storage services performed will be the responsibility of the Receiving Agency until all records are removed from storage, and payment for imaging services will be due for all imaging services performed prior to the agreed termination date. All fees will be calculated as outlined in the attached fee schedules.

VIII. TERM OF CONTRACT

This Contract begins September 1, 2021 and terminates on August 31, 2022.

The undersigned parties bind themselves to the faithful performance of this Contract and hereby certify that (1) the services specified are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies or materials contracted for are not required to be supplied under contract to the lowest responsible bidder, and (4) the contract neither requires, nor permits, either party to exceed its duties and responsibilities or the limitations of its appropriated funds. It is mutually understood that this Contract will not become effective until signed by both parties below.

RECEIVING AGENCY

Williamson County Clerk

By: _____

Bill Gravell

County Judge

Date: _____

PERFORMING AGENCY

Texas State Library and Archives Commission

By: _____

Donna Osborne

Chief Operations and Fiscal Officer

Date: _____

By: _____

Sarah Swanson

General Counsel

Date: _____

By: _____

Craig Kelso

Division Director - SLRM

Date: _____

GENERAL INSTRUCTIONS

An electronic copy of this entire document, including any attachments, addenda, and/or exhibits must be submitted to the Receiving Agency for approval. The Receiving Agency must sign and return an electronic copy to: ar@tsl.texas.gov



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
RECORDS STORAGE SERVICES
FEE SCHEDULE (FY 2022)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at the Shoal Creek Boulevard and Promontory Point locations in Austin, Texas.

RECORDS STORAGE SERVICES (NIGP CODE)	Unit	Fee
1. Records Center Stack Storage (962-95-01)	Cubic Ft (CF)*	\$ 0.20
2. Oversize Documents (962-95-02)	Call for quote	
3. Map Storage (962-95-03)	Call for quote	
4. Microfilm storage – 16 mm roll (962-95-04)	Each	\$ 0.07
5. Microfilm storage – 35 mm roll (962-95-05)	Each	\$ 0.14
6. Microfiche storage (962-95-06)	Per sheet	\$ 0.0015
7. Microfilm storage – Quarantine 16 mm roll (962-95-07)	Each	\$0.21
8. Microfilm storage – Quarantine 35 mm roll (962-95-08)	Each	\$0.42
9. Microfilm storage – Quarantine Microfiche (962-95-09)	Each	\$0.0045
10. Disaster Recovery – storage (990-28-01)	CF	\$ 3.50
11. Disaster Recovery – circulation (990-28-02)	CF	\$ 5.00

Monthly Fees are assessed on the total volume of cubic feet of hard copy or microforms stored at any point during a month.

***NOTE: \$0.20 per cubic foot equals \$0.24 per standard record storage box.**



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
RECORDS STORAGE SERVICES
FEE SCHEDULE (FY 2022)

ACTIVITIES SERVICES	Unit	Fee
12. Accessions (958-82-01)	Each	\$ 1.10
13. Disposal and destruction (958-82-02)	Each	\$ 2.75
14. Permanent Withdrawal (958-82-03)	Each	\$ 2.75
15. Circulation (958-82-04)	Each	\$ 1.75
16. Rush Circulation (958-82-05)	Each	\$ 3.50
17. Regular Deliveries/Pickups (in City of Austin) (958-82-06)	Each	\$11.00
18. Rush Deliveries/Pickups (in City of Austin) (958-82-07)	Each	\$22.00
19. Special Deliveries /Pickups surcharge (in City of Austin) (958-82-07)	Each*	\$ 0.50
20. Delivery mileage charge (outside City of Austin) (958-82-09)	Per mile	\$ 1.25
21. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) <i>Note: circulation and research fees also applied for pull and refile (Items 15 and 26)</i>	Per page/Per frame	\$ 0.20
22. Scan on demand oversize documents (digital scan/transmission of documents) (958-82-11) <i>Note: circulation and research fees also applied for pull and refile (Items 15 and 26)</i>	Per page	\$1.00

**Applied only when additional staff time is needed to remove from a location or place in location 30 or more items while at an agency.*

OTHER SERVICES	Unit	Fee
23. Data entry – per line (958-82-12)	Per line	\$ 0.50
24. Relabel – box or file (958-82-17)	Each	\$2.00
25. Document Preparation (if required for scan on demand) (958-82-13)	Per hour*	\$40.00
26. Research – box, file, microform assistance (958-82-14)	Per hour*	\$40.00
27. Special reports – research and generation (958-82-15)	Per hour*	\$40.00
28. Minimum monthly charge (958-82-16)	Each	\$15.00

**Charged in 15-minute increments.*

Records Storage Service Descriptions

1. Records Center Stack Storage: The monthly fee is \$0.20 per cubic foot. The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet each; this is equal to \$0.24 per month. Storage of containers other than the standard container includes either 36 or 48" roll plan (RP36, RP48).

2. Oversize Documents: If documents are too large or too fragile to be housed in roll plan boxes, please contact the Records Center Manager to discuss alternatives. Charges will be based on the amount of space taken up on shelves. Arrangements for other types of storage and pricing will be taken on a case-by-case basis.

3. Map Storage: Oversized maps that can be stored on shelves, map cabinets, or oversized flat boxes will be accepted on a case-by-case basis as room is available. Pricing will vary based on the amount of floor space or shelf space taken up by the maps. Please contact the State Records Center Manager for additional information.

4-6. Microform Storage: Reels and Microfiche are stored in one of the microfilm vaults at the State Records Center. The rate of \$0.07 is for a 16mm reel, that fee is doubled for 35mm. The cost of storing each sheet of microfiche is \$0.0015.

7. Microfilm Storage – Quarantine 16 mm roll: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. 16 mm microfilm stored in this area will be charged a rate of \$0.21 per roll, per month.

8. Microfilm Storage – Quarantine 35 mm roll: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. 35 mm microfilm stored in this area will be charged a rate of \$0.42 per roll, per month.

9. Microfilm Storage – Quarantine Microfiche: Film that is identified as having oxidation, vinegar syndrome, or other degradation issues will be removed from storage. Film will be segregated into a vault designated for quarantined film. The owner of the film will have the option of duplicating the film or leaving the film in quarantine vault. Microfiche stored in this area will be charged a rate of \$0.0045 per sheet, per month.

10. Disaster Recovery Vault Storage: The fee is assessed for the total volume of cubic feet stored in the disaster recovery vault that is not processed into and/or out of disaster recovery vault storage during each month, but remains in storage for the entire month.

11. Disaster Recovery Vault Circulation Services: The fee is assessed for the total volume of cubic feet processed into and/or out of the disaster recovery vault storage during each month, and includes such processing for records that are stored for less than one month.

12. Accession Services: The fee is assessed for accessioning items for storage including these activities: receive request to store; create new items in tracking software; assign locations; generate and print labels; affix labels; and add to shelves.

The charge is per item (box, reel, etc.).

13. Disposal and Destruction Services: The fee is assessed for removing items from storage including these activities: verify request against retention schedule; staff pull from shelves; staff verify boxes pulled; palletize; shrink wrap; staff present at vendor pick up for secure destruction; and staff mark items as destroyed in tracking software. The charge is per item (box, reel, etc.).

14. Permanent Withdrawal Services: The fee is assessed for permanent withdrawal of items from storage including these activities: pull from shelf; send to customer; and mark items as permanently returned to customer in tracking software. Includes items transferred from agency to agency or to transfer ownership to the State Archives. The charge is per item (box, reel, etc.).

15.1 Circulation Services: The fee is assessed for circulating items to/from storage including these activities: process request from customer to borrow or return borrowed items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from/return to shelf; send to customer; and mark item in/out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled.

- 15.2 Microfiche Circulation:** Microfiche circulation will be calculated either by batch pull (pulling one set = 1 pull fee) or by individual fiche within a set if the request is for anything other than a full batch (e.g. 5 single fiche pulled from one large set or several different sets = 5 pull fees).
- 16. Rush Circulation Services:** The fee is assessed for circulating items from storage that are requested to be retrieved prior to the next standard delivery/pick up cycle. These activities include: process request from customer to borrow items - stored box, file folder from box, or microfilm/microfiche; generate paper request; pull from a shelf; stage at records center for pick up by customer or send to customer; and mark item out in tracking software. The charge is per item (box, file, reel, etc.) each time the item is handled. In addition to the Rush circulation charge, if the item(s) is to be delivered to the customer the Rush Delivery charge will be applied as well (Item 18).
- 17. Regular Deliveries/pickups (in City of Austin):** Records requested will typically be delivered within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).
- 18. Rush Deliveries/Pickups (in City of Austin):** Applies to RUSH requests that were retrieved and delivered prior to the next standard delivery/pick up cycle. In addition, a Rush Circulation Service fee is also applied for Rush requests (Item 16).
- 19. Special Deliveries/Pickups surcharge (in City of Austin):** This fee is added to each item over 30 items that requires additional time of State Records Center staff at the pickup/delivery site because items are not staged properly in a dock or prior agreed upon staging area. Some examples of when the surcharge would be applied are: when SRC staff are required to remove boxes from shelves; boxes or files are scattered across a facility requiring staff to wait to have items brought to them or go to multiple locations to pick up; boxes are stacked out of order; when returning boxes staff are requested to place boxes on a shelving unit or to stack boxes in anyway other than how they are on the carts.
- 20. Delivery Mileage Charge (outside City of Austin):** Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.
- 21. Scan on Demand:** Applies to a per page or per frame of microforms for the State Records Center to scan a document and digitally transmit that document to the customer. NOTE: Circulation and research charges also apply to the scan on demand service. (Items 15, 16 and 26).
- 22. Scan on Demand oversized documents:** Applies to a per page fee for the State Records Center to scan a document and digitally transmit that document to the customer. Circulation and research charges also apply to the scan on demand service. (Items 15, 16 and 26).
- 23. Data Entry:** The State Records Center has implemented a new automated inventory system that allows customers access to the system from their office. As a service to our customers the SRC will continue to data enter accession information or accept email and phone requests for circulation of items and then enter those requests into the system for a charge of \$0.50 per line. If customers choose to do their own data entry, the charge will be waived. Creation of labels will not incur a charge.
- 24. Relabel:** When boxes or files at the state records center are mislabeled and the owning agency requests new labels for their boxes or files. Examples of mislabeling might include misspelling names, mismatched alpha numeric codes, or removing PII from labels. This fee will not be assessed for damaged barcodes that are reprinted using the same information that was on the damaged barcode or for boxes transferred from one agency to another agency.
- 25. Document Preparation (if required for scan on demand):** Document preparation involves repairing and arranging documents in the proper order, removing fasteners, stamping/coding, etc. Charges calculated in 15-minute increments with a minimum charge of \$10.00.
- 26. Research – box, file, microform assistance:** hourly charge of \$40.00 per hour to research box contents on customer's behalf; to search multiple boxes for particular files; to find individual images on reels of microfilm or sheets of microfiche to fulfill a scan on demand request. Charges calculated in 15-minute increments with a minimum charge of \$10.00.

27. Special reports – research and generation: hourly charge of \$40.00 per hour to research and create custom reports for customers. Standard reports can be generated by customers through the records tracking system for free. Charges calculated in 15-minute increments with a minimum charge of \$10.00.

28. Monthly Minimum Storage Fee: A minimum monthly storage fee of \$15.00 will be charged at the end of each month for any customer that has a total storage cost of less than that amount.

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to re-box materials if received in poor condition (including per box charge for new boxes); and storage of oversized and/or odd shaped records that will not fit in a standard records center box. Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Cubic Foot (CF): The industry standard is to assess a standard record storage box with the lid at 1.2 cubic feet.

Customer: Includes state agencies and units of local government.

Disaster recovery services: The temporary off-site storage and regular rotation of a security backup copy of records for the purpose of recovering information in the event of a disaster.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING MICROFILM SERVICES
FEE SCHEDULE (FY 2022)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center at Shoal Creek Boulevard in Austin, Texas.

MICROFILMING IMAGING AND DUPLICATING SERVICES	Unit	Fee
1. Frames Filmed (Rotary Camera/16 mm) (915-68-01)	Per Frame	\$ 0.07
2. Frames Filmed (Digital Archive/16 mm) (915-68-01)	Per Frame	\$ 0.07
3. Frames Filmed (Digital Archive/35mm) (915-68-02)	Per Frame	\$0.17
4. Original Reels Processed (5 Mil) (915-68-03)	Each	\$18.50
5. Original Reels Processed (2.5 Mil) (915-68-04)	Each	\$24.00
6. Original Reels Processed (35 mm) (915-68-05)	Each	\$18.50
7. Reels Duplicated Silver (2.5 Mil – 16 mm) (915-68-06)	Each	\$35.00
8. Reels Duplicated Silver (35 mm Direct) (915-68-07)	Each	\$40.50
9. Reels Duplicated Silver (35 mm Print) (915-68-08)	Each	\$40.50
10. Reels Duplicated Silver (5 Mil) (915-68-09)	Each	\$29.50
11. Reels Duplicated Diazo (2.5 Mil – 16 mm) (915-68-10)	Each	\$26.25
12. Reels Duplicated Diazo (5 Mil – 35 mm) (915-68-11)	Each	\$31.50
13. Reels Duplicated Diazo (5 Mil – 16 mm) (915-68-12)	Each	\$26.50
14. Jackets Loaded (915-68-13)	Each	\$2.50
15. Jackets Duplicated Diazo (915-68-14)	Each	\$2.00
16. Magazine Loaded (915-68-15)	Each	\$3.00
17. Document Preparation (958-82-13)	Per hour*	\$40.00
18. Postage (915-58-01)	Each	actual cost
19. Regular Deliveries/Pickups (in City of Austin) (958-85-06)	Each	\$11.00
20. Expedited Deliveries/Pickups (in City of Austin) (958-82-07)	Each	\$22.00
21. Delivery mileage charge (outside City of Austin) (958-82-09)	Per Mile	\$ 1.25
22. Minimum order for filming services (915-68-16)	Each	\$150.00
23. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) <i>Note: circulation and research fees also applied for pull and refile (See Items 15 and 26 on Records Storage Services Fee Schedule)</i>	Per page/per frame	\$0.20

Imaging Microfilm Service Descriptions

1. Source Document Microfilming: Imaging Services films documents on rotary cameras using 16mm film. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels and transmittal Information that provide the records series title, roll number, and beginning and ending contents of each roll.

2-3. Digital Archiving Services: Digital archiving converts digital images to archival microfilm for permanent storage and vital/essential record protection in the case of disaster (including technology obsolescence). Input file formats can vary, and the agency should contact Imaging Services prior to beginning project to discuss options. Files can be sent to the Texas State Library using CD-ROMs, a portable hard drive, or through a secure SFTP site. Output format is archival 16mm or 35 mm silver halide microfilm. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels as well as transmittal information that provide the records series title, roll number, and beginning and ending contents of each roll.

4-6. Original Reels Processed: For reels of film produced by agencies and sent to Imaging Services for processing. The charges include film processing; quality control editing according to client requirements; methylene blue testing; proper targeting and certification; density and resolution readings; and computer-generated container labels.

7-13. Reels Duplicated: A secondary silver film or diazo copy for agency use or distribution. The charges include quality control editing according to client requirements.

14. Jackets Loaded: Jacket services include cutting film, loading film into jacket sleeves or channels, adding to the jacket and manually labeling each jacket.

15. Jackets Duplicated: Microfiche diazo copy of jacket.

16. Magazine Loaded: Charges for services to load a roll of microfilm into a magazine/cartridge and add a leader or remove a roll from a magazine/cartridge. The magazine/cartridge of the customer's choice will be provided at cost to the customer as well. The \$3 is for loading/unloading and adding a leader only.

17. Document Preparation: Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. *Charges calculated in 15 minute increments with a minimum charge of \$10.00.

18. Postage and Handling: Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.

19. Regular Deliveries/Pickups (in City of Austin): Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).

20. Expedited Deliveries/Pickups (in City of Austin): Applies to same-day RUSH requests.

21. Delivery Mileage Charge (outside City of Austin): Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.

22. Minimum Order of Filming Services: of \$150.00 will be charged at the end of each month for any customer that has a total film service cost of less than that amount.

23. Scan on Demand: Applies to a per page or per frame of microforms for the State Records Center to scan a document and digitally transmit that document to the customer. NOTE: Circulation and research charges also apply to the scan on demand service. (See Records Storage Services fee schedule Items 15, 16 and 26).

Other Services: Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services could include hourly charges to research microform contents on customer's behalf; to search multiple reels for particular images; to re-box customer's materials if received in poor condition, or not in acid free containers (including per box charge for new boxes); and hourly rates charged for custom reports (standard reports will be available at no charge). Please call for quote.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Customer: Includes state agencies and units of local government.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Microfilm: Roll microfilm, microfiche, computer output microfilm (COM), and all other formats produced by and method of microphotography or other means of miniaturization on film.



TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
State & Local Records Management Division
IMAGING DIGITAL SERVICES
FEE SCHEDULE (FY 2022)

The following fees will be charged for services provided to state agencies or local governments by the Texas State Library and Archives Commission in the State Records Center on Shoal Creek Boulevard in Austin, Texas.

Standard Rotary Equipment Image Capture		Imaging up to 8.5 x 14	
1. B & W 200 DPI (920-30-01)	Per Image	\$	0.030
2. B & W 300 DPI (920-30-02)	Per Image	\$	0.032
3. B & W 400 DPI (920-30-03)	Per Image	\$	0.035
4. B & W 600 DPI (920-30-04)	Per Image	\$	0.040
5. Color 300 DPI (920-30-05)	Per Image	\$	0.040
6. Color 400 DPI (920-30-06)	Per Image	\$	0.045
7. Color 600 DPI (920-30-07)	Per Image	\$	0.050
Large Format and Flatbed Image Capture		Imaging up to 42 inches wide	
8. 200 DPI (920-30-08)	Per Image	\$	0.900
9. 300-600 DPI (920-30-09)	Per Image	\$	1.000
Transparency Media Capture		Not Available	
Image Processing		OCR/Searchable PDF	
10. 200 DPI (920-30-10)	Per Image	\$	0.030
11. 300 DPI (920-30-11)	Per Image	\$	0.030
12. 400 DPI (920-30-12)	Per Image	\$	0.030
13. 600 DPI (920-30-13)	Per Image	\$	0.040
Microform Conversion			
14. Microfilm to Digital (920-30-14)	Per Image	\$	0.100
15. Microfiche to Digital (920-30-15)	Per Image	\$	0.120
Index Field - Type 1		Automated Process	
16. 15 Characters (958-82-18)	Per Field	\$	0.030
17. 16-30 Characters (958-82-19)	Per Field	\$	0.030
18. 31-45 Characters (958-82-20)	Per Field	\$	0.030
19. 46-225 Characters (958-82-21)	Per Field	\$	0.030
Index Field 2 - Type 2		Manual capture within doc	
20. 15 Characters (958-82-22)	Per Field	\$	0.045
21. 16-30 Characters (958-82-23)	Per Field	\$	0.055
22. 31-45 Characters (958-82-24)	Per Field	\$	0.075
23. 46-100 Characters (958-82-25)	Per Field	\$	0.110
24. 101-255 Characters (958-82-26)	Per Field	\$	0.160
Special Document Handling			
25. Storage in Climate-Controlled Center While Imaging (962-95-10)	Per Day	No Charge	
Capture From Special Formats			
26. Photographic Prints (920-30-16)	Per Image	Contact Imaging	
27. Photographic Negatives (920-30-17)	Not Available		
28. Newspaper (920-30-18)	Per Image	Contact Imaging	
29. X-Rays (920-30-19)	Not Available		
30. Manuscripts (920-30-20)	Per Image	Contact Imaging	
31. Drawings (920-30-21)	Per Image	Contact Imaging	
32. Bound Books (920-30-22)	Per Image	Contact	

			Imaging
Enhancing Images			
33. Simple Enhancements (920-30-23)		Per Image	\$ 0.020
34. Major Enhancements (920-30-24)		Per Image	\$ 0.040
Delivery Media By Storage Type			
35. USB/Portable Hard Drive (Kept by customer) (920-34-01)		Per Drive	At Cost
36. USB/Portable Hard Drive (Returned at end of project) (920-34-01)		Per Drive	No Charge
37. Media By Data Exchange (920-34-01)		Per Gigabyte	No Charge
38. Imaging Repository Hosting/Repository Maintenance (920-34-01)		Not Available	
Personnel			
39. Document Preparation (958-82-13)		Per Hour	\$ 40.000
40. Re-Preparation Services (958-52-18)		Per Hour	\$ 40.000
41. Project Manager/Project Planning (958-82-19)			No Charge
Transportation			
42. Pickup/Delivery (958-82-06)	Inside Austin City Limits	Per Trip	\$ 11.000
43. Pickup/Delivery (958-82-09)	Outside Austin City Limits	Per Mile	\$ 1.250
44. Postage and Handling (915-58-01)		Per Shipment	At Cost
Destruction			
45. Paper (958-82-02)		Per Box	\$ 2.750
46. Microforms (958-82-02)		Per Reel/Set of Fiche	\$ 2.750
Other Services			
47. Special Projects (920-30-25)		Per Project	Contact Imaging
48. Minimum Order (920-30-26)		Per Project	\$ 150.00
49. Scan on demand (digital scan/transmission of documents/microfilm/microfiche) (958-82-10) <i>Note: circulation and research fees also applied for pull and refile (See Records Storage Services Fee Schedule Items 15, 16 and 26).</i>		Per Page/Per Frame	\$ 0.200
50. Scanned Images Returned with Microfilm (920-30-25) <i>Note: Discount only applied to Items 1-7 above, all other digitization fees are at standard rate. (See Imaging Microfilm Services Schedule Items 2 and 3 for cost of DAW film per frame).</i>		Per Image	\$ 0.020 discount
Location of Scanning - At State Records Center only			
Storage /Circulation of Source Material after Imaging		See Storage Fee Schedule	

Imaging Digital Service Descriptions

- 1-7. Standard Rotary Equipment Imaging Capture:** These are rates related to rotary scanned images at various grades of DPI. If the documents can be fed through a rotary scanner, these rates apply.
- 8-9. Large Format and Flatbed Image Capture:** This rate applies for documents that cannot be fed through a rotary scanner. Examples may include oversized (greater than 8.5x14) maps or building plans and fragile or damaged documents that may not pass through the rotary scanner without incurring damage.
- 10-13. Image Processing (OCR/Searchable PDF):** This rate applies when the produced images must be made searchable, through Optical Character Recognition (OCR). This technology is not exact and should not be relied on for full searching of the text.
- 14. Microfilm Conversion:** For the conversion of microfilm from 16mm or 35mm reel film to a digital format.
- 15. Microfiche Conversion:** For the conversion of Microfiche (sheet film) to a digital format.
- 16-19. Automated Index Fields:** Indexes (titles) autogenerated (no data entry required).
- 20. Manual Index Field, up to 15 Characters:** No more than 15 characters per field, data entered by TSLAC's Imaging staff.
- 21. Manual Index Field, 16-30 Characters:** Between 16 and 30 characters per field, data entered by TSLAC's Imaging staff.
- 22. Manual Index Field, 31-45 Characters:** Between 31 and 45 characters per field, data entered by TSLAC's Imaging staff.
- 23. Manual Index Field, 46-100 Characters:** Between 46 and 100 characters per field, data entered by TSLAC's Imaging staff.
- 24. Manual Index Field, 101-255 Characters:** From 101 and the maximum allowable character count of 255 per field, data entered by TSLAC's Imaging staff.
- 25. Storage in Climate-Controlled Center While Imaging:** For projects originally created as imaging production projects and not for storage in the State Records Center. While media is with TSLAC waiting to be imaged, there is no charge for the storage of the material. Delivery/Pickup charges still apply, see items 42-44.
- 26-32. Capture from Special Formats:** For physical media that is not on standard paper stock or paper that is larger than 42 inches wide, please contact the TSLAC Imaging Unit to discuss your needs to determine if TSLAC can assist you. Items listed in the section are examples of the most common requests and is not intended to represent the only types of media TSLAC will consider.
- 33. Image Enhancement, Simple Enhancements:** This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Simple Enhancements are when three or less of the various techniques are required and can be done in a single pass of the document to create the final image.
- 34. Image Enhancement, Major Enhancement:** This rate includes alterations made to an image by an imaging operator to adjust: Bit Depth, Resolution, Tonal Dynamic Range, Contrast and Color Space. It is also applied for re-centering, skewing, adjusting borders and any image or document editing done after the image is created. Major Enhancements are when three or more techniques are applied or multiple passes of three or less techniques are required to create the final image.
- 35. USB/Hard Drive:** The imaging supervisor will bill the customer for the USB/Hard Drive purchased by TSLAC, assuming the drive(s) is not going to be returned to the State Records Center.
- 36. USB/Hard Drive:** Media is exchanged via a removable drive(s), but the drive(s) is returned to the SRC.
- 37. Media By Data Exchange –** The State Records Center has an application for secure, electronic transmission of large files to or from agency customers. The application does not require customers purchase software to access their material. Or if the customer prefers to use their own secure FTP site that can be arranged. Data exchange method should be established during setup of the project.
- 38. Imaging Repository Hosting/Repository Maintenance:** All images will be returned to the agency prior to being deleted from TSLAC's servers.
- 39. Document Preparation:** Document preparation involves repairing and arranging documents in the proper order, purging documents not requiring filming, removing fasteners, stamping/coding, inserting targets, etc. Charges calculated in 15-minute increments with a minimum charge of \$10.00
- 40. Re-preparation Services:** Returning documents to their original state – i.e. re-stapling, clipping and/or binding, re-foldering – of the documents to return them to their pre-imaged condition.

- 41. Project Manager/Project Planning** – No additional charges are assessed for reviewing details of imaging project with the customer, working with the customer to develop and finalize their Statement of Work for the project. Creating price quotes, time estimates and other general project formalization from the contracting phase through the final delivery of images.
- 42. Regular Deliveries/Pickups (in City of Austin):** Records requested will be delivered typically within one business day or customer can schedule one trip per week. Fee is assessed each way for each stop (individual, department, floor, building, etc.).
- 43. Delivery Mileage Charge (outside City of Austin):** Applies to actual mileage for pickups or deliveries outside the City of Austin city limits. This is in addition to the Regular or Expedited delivery/pickup charges.
- 44. Postage and Handling:** Actual charges will be added for postage and handling to return Source documents and reels to the customer. Customer can request special services such as Delivery Confirmation.
- 45. Paper Disposition** – Mark for disposition, verify vs. manifest, add to pallets, wrap and weigh pallets and send to state shred vendor.
- 46. Microform Disposition** - Mark for disposition, verify vs. manifest, add to secure shred bins, wrap and weight bins and send to state shred vendor.
- 47. Special Projects:** Other services are available and will be discussed with customers and estimates quoted before beginning work. Other services might include damaged/delicate record digitization, large scale indexing initiatives, and/or scanning stored records on demand.
- 48. Minimum Order of Digital Imaging Services:** of \$150.00 will be charged at the end of each month for any customer that has a total scanning service cost of less than that amount.
- 49. Scan on Demand:** Applies to a per page or per frame of microforms for the State Records Center to scan and digitally transmit that document to the customer. NOTE: Circulation and research charges also apply to the scan on demand service. (See Records Storage Services fee schedule Items 15, 16 and 26).
- 50. Scanned Images Returned with Microfilm:** Beginning in FY2022, to improve efficiencies when converting paper to microfilm, Imaging Services will begin digitally scanning paper and creating microfilm using the Digital Archive Writer. After the original and any duplicates of the film are complete and quality checked, the digital images will be destroyed unless the agency has made prior arrangements to also accept the digital images. The digital images will be offered at a discount of \$0.02 per frame from the cost of items 1-7. Any other digital fees will be at the normal rate. See the Imaging Microfilm Services fee schedule for current per frame rates for DAW microfilm.

Definitions

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Government Code, § 441.031-441.039 and § 441.051-441.062 for state agencies and state universities. For local governments, terms not defined in these sections have the meaning defined in the Local Government Code Chapters 201-205.

Agency: A state executive, judicial, or legislative department, institution, board, or commission, including an eleemosynary institution.

Customer: Includes state agencies and units of local government.

Local Government: A county, including all district and precinct offices of a county, municipality, public school district, appraisal district, or any other special-purpose district or authority.

Index: An index is a list of data, such as group of files or database entries. It is typically saved in a plain text format that can be quickly scanned by a search algorithm.

Commissioners Court - Regular Session**18.****Meeting Date:** 07/13/2021

Winston Financial Services Benefits Portal - Termination Notice

Submitted For: Joy Simonton**Submitted By:** Dianne West, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action regarding termination of Master Service Agreement with Winston Financial Services, Inc. for Hosted Solution Service - Web Based Benefit Enrollment System, on behalf of Williamson County Human Resources Department and authorize County Judge to sign letter providing 60-day notice of termination, effective January 4, 2022.

Background

A solicitation was issued and awarded to a new vendor. This termination notice of a Master Service Agreement with the incumbent firm Winston Financial Services which is utilized by Williamson County Human Resources Department is necessary as it is required per contract terms. The department point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Winston Financial Services MSA
Termination Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/08/2021 08:58 AM
County Judge Exec Asst.	Andrea Schiele	07/08/2021 09:03 AM
Form Started By: Dianne West		Started On: 07/01/2021 09:46 AM
Final Approval Date: 07/08/2021		

Winston Financial Services, Inc. - Master Services Agreement

This Master Services Agreement (hereinafter referred to as the "MSA"), made this January 5, 2016 is by and between Williamson County, an Texas corporation ("Customer") having its principal place of business at 710 S. Main Street, Georgetown, Texas 78627, and Winston Financial Services, Inc., located at 2399 Highway 34, Suite C2, Manasquan, NJ 08736 (hereinafter referred to as "Winston").

This MSA and the one or more attached Appendices and Statements of Work (each an "SOW"), each fully incorporated herein; together comprise the complete agreement between the parties ("Agreement") regarding those Services to be provided hereunder.

In consideration of the mutual promises contained in this Agreement, Customer and Winston agree as follows.

1. Nature and Scope of Services.

We shall provide the Services described in each SOW upon the terms and conditions specified in this MSA and the applicable SOW. Specifications and additional applicable terms shall be set forth in the SOW for the Services.

Notwithstanding any provision of this Agreement, we do not assume any responsibility for (i) the general design of any Plan or Program, (ii) the adequacy of the Plan or Program funding, or (iii) any act or omission or breach of duty by Customer, nor are we in any way to be deemed an insurer, underwriter, or guarantor with respect to any benefits under a Plan or Program. Nothing in this Agreement shall be deemed to impose upon us any obligation to any employee of Customer or any person who is participating in a Plan or Program ("Participant").

WINSTON IS NOT AN ADMINISTRATOR, PLAN ADMINISTRATOR OR FIDUCIARY AS DEFINED UNDER ERISA. The Customer acknowledges, agrees and warrants that the Customer is the named administrator, plan administrator and/or fiduciary within the meaning of ERISA for any and all of Customer's Plan or Programs, as applicable, and, notwithstanding anything to the contrary contained herein, we are not a fiduciary nor do we have any discretionary authority with respect to nor control over such Plan or Programs, or any plan assets relating to same. It is understood and agreed that Customer and/or the relevant Plan or Programs have full and final authority and responsibility for the Plan, Programs, plan assets, and operation of same including without limitation, the authority and responsibility for administering, construing and interpreting the provisions of the Plan and the Programs and making all determinations and exercising all discretion there under, responsibility for the benefits structure of the Plan and Programs, claims and appeals decisions, cost containment Program decisions, utilization benefits management, compliance with the requirements of COBRA, compliance with the reporting and disclosure requirements of ERISA, compliance with the requirements of HIPAA, and compliance with any other state and federal law or regulation applicable to the Customer, the Plan or the Programs. We shall not have any duty or power to act on behalf of Customer or any participant or beneficiary in connection with such Plan or Programs other than as expressly stated in this Agreement or upon instruction and direction from the Customer. All final determinations as to a Participant's entitlement to coverage or benefits under the Plan or a Program are to be made by Customer, including any determination upon appeal of a denied claim for Program benefits, unless such determination is to be made by the applicable insurance carrier pursuant to the terms of the Plan or Program.

The Customer shall provide any and all necessary and appropriate instruction with respect to Services set forth in any SOW hereunder regarding the Customer's operation of the Plan or Programs. Winston shall exclusively rely on instruction from the Customer with respect to the operation of such Plan or Programs and shall be entitled to conclusively rely on any written communication received from the Customer, which it reasonably believes to be genuine and signed by a person with apparent authority to issue such a communication. Winston shall then be under no duty to make an investigation or inquiry as to the truth, accuracy, or completeness of any statement or information contained therein.

Customer acknowledges that we are not providing tax or legal advice and that Customer shall be solely responsible for determining the legal and tax status of the Program and the Plan. Winston does not accept any fiduciary or trust responsibilities in connection with the performance of the Services except to the extent required by applicable law.

2. Information From Customer

Customer agrees to and is responsible to promptly provide us with all information we reasonably require to perform the Services hereunder, including without limitation the Plan and Program documents and any Plan or Program amendments, all necessary Plan

information, rates, eligibility rules, exceptions, grand-fathering rules, class distinctions, elimination periods, waiting periods, contributions, census reports, enrollment materials, forms, and booklets. Such information shall be provided in such format, electronic or otherwise, as may be requested by us to perform the Services. Customer shall notify us of any changes to the Plan or Program at least thirty (30) days before the effective date of such changes.

Customer shall be responsible for ensuring the accuracy of its census/eligibility and other files and information provided and shall be solely responsible for any inaccuracies contained therein, except for files modified by us. We shall have no liability to Customer or any Participant as a consequence of an inaccurate file except for files materially modified by us, and we shall not have any obligation as a consequence of Customer failing to review any census/eligibility file for accuracy. Winston shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of such information.

3. Billing and Payment Terms.

Pricing and Compensation. Customer agrees to pay the fees and/or make appointments as specified in each Statement of Service as payment for corresponding Services.

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.

Taxes. Prices are exclusive of all sales, use and similar taxes. Customer is responsible for paying the amount of any applicable sales, use or service tax, fees or charges for Services delivered and invoiced to Customer (except for any franchise tax, withholding tax or any tax imposed on Winston's net income), which Winston may be required to collect because of its performance of this Agreement.

Invoices. Customer will be invoiced monthly and pay the agreed upon fee to Winston within 30 business days of the date of the invoice. We may accept any payment without prejudice to our right to recover any remaining balance or to pursue any other remedy available to us.

Payment Dispute: You must notify us of any dispute concerning any payment within 30 business days after receipt of the invoice. Winston and Customer will use their good faith efforts to resolve any disputed fee amount or refusal of payment. We may, in addition to asserting any of our other rights, suspend any further services if your non-payment continues beyond 60 business days.

4. Term and Termination.

This Agreement shall become effective on the Effective Date and shall continue in effect until terminated as specified in this Section ("Term"), subject to any effective date provision in an SOW.

Initial Term shall commence on January 5, 2016 and terminate on January 4, 2019. The agreement shall automatically renew for additional one (1) year terms, and may be terminated by Williamson County upon at least sixty (60) days written notice to Winston prior to the expiration of annual term of its intent not to renew.

Automatic Termination. This Agreement shall automatically terminate as of the earliest of the following: (1) the effective date of any legislation which makes this Agreement illegal; (2) the date Customer becomes insolvent, or bankrupt, or subject to liquidation, receivership, or conservatorship; or (3) the termination date of the Plan and the Programs, subject to any agreement between Customer and Winston regarding payment of benefits after such Plan or Programs are terminated.

Optional Termination. This Agreement may be terminated as of the earliest of the following: (1) by Winston upon the failure of Customer to pay any undisputed charges within sixty (60) business days after written notice to Customer; (2) by Winston upon the failure of Customer to perform its obligations in accordance with this Agreement other than payment of fees for Services which failure has not been cured within 60 days of notice to Customer by Winston of such failure or substantial steps taken towards the cure and diligently pursued; (3) by Customer upon the failure of Winston to perform its obligations in accordance with this Agreement which failure has not been cured within 30 days of notice to Winston by Customer of such failure; or at any time at the option of either party, without future or prospective liability for performance upon giving one hundred twenty (120) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

Limited Continuation After Termination. If this Agreement is terminated, Customer and Winston may mutually agree in writing that this Agreement shall continue for the sole purpose of providing certain Services with respect to certain payment of any Plan or Program benefits, expenses, or claims incurred prior to the date of Program such termination. In addition, if this Agreement is terminated while a Program continues in effect, Customer and Winston may mutually agree in writing that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by Winston before the date of such termination. If this Agreement is continued in accordance with this subsection, Customer shall pay the Service Fee incurred during the period that this Agreement is so continued and a final termination fee equal to the final month's Service Fee.

Damages for wrongful termination. In the event this Agreement is terminated by Customer for any reason other than as set forth in this Section, Customer shall pay Winston within 30 days of the date of such termination an amount equal to the sum of any Service Fees unpaid as of the date of such termination.

Survival of Certain Provisions. Termination of this Agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. The indemnity, confidentiality, privacy, and security provisions of this Agreement shall survive its termination.

5. Intellectual Property Rights.

Ownership. Each party agrees that except as provided below, it shall acquire no right, title or interest in or to the other party's information, software, data, tools, processes or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other by virtue of the service provided or materials delivered pursuant to this Agreement. Customer shall own all right title and interest in and to the underlying factual data gathered through the delivery of services under this Agreement. Winston shall own all right title and interest in and to Winston's trade secrets, Confidential Information or other proprietary rights in any creative or proprietary ideas, information or other material used by Winston or presented to Customer ("**Technical Elements**") including, but not limited to: data, software, modules, components, designs, utilities, databases, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications. Winston grants Customer a nonexclusive, royalty-free license to use only the Technical Elements integrated into any deliverable for Customer's internal purposes only. We, upon written notification to us, authorize you to use any of the Technical Elements so long as such use is not to create derivative works and is for your internal business purposes and, if disclosed to a third party, is subject to a written nondisclosure agreement to which we are a party requiring such third party to maintain the confidentiality of the Technical Element and use such Technical Element only for your benefit. Technical Elements shall not include those deliverables Winston creates uniquely for your sole use ("**Custom Materials**") as further defined in an applicable SOW. Custom Materials shall be deemed a "Work Made For Hire" under the Copyright Act of 1976.

Marks. Neither party shall use the other party's trademarks, service marks, trade names or product names other than as explicitly set forth in this Agreement. During the Term, unless you notify us otherwise, we may include your name in a list of customers on our website or in promotional materials or as a reference in sales presentations. If you are granted the right to use any of our certification seals or logos ("**Winston Marks**") under the terms of this Agreement, you may use the Winston Marks only as we may authorize. If we install or provide any Winston-owned hardware or software tools to facilitate our performance of the SOW, you agree to use the hardware or software for your internal purposes only as defined in the SOW, not to distribute the hardware or software, and not to reverse engineer, decompile, or disassemble the hardware or software. We shall have the right to revoke your right to use such hardware or software at any time, in which case you shall return the hardware or software to us. Your right to use the hardware or software shall automatically terminate on termination of this Agreement or on completion of the SOW for which the hardware or software was provided.

6. Representations.

ALL SERVICES AND DELIVERABLES PROVIDED BY US ARE PROVIDED "AS IS". EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GUARANTEE THAT ANY NETWORK, COMPUTER SYSTEMS, OR ANY PORTIONS THEREOF ARE SECURE. NEITHER PARTY MAKES ANY WARRANTY HEREUNDER TO ANY THIRD PARTY ON BEHALF OF THE OTHER PARTY. THIS AGREEMENT IS NOT INTENDED TO CREATE ANY THIRD PARTY BENEFICIARY RELATIONSHIP.

7. Indemnity.

To the extent authorized under Texas law, each party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other, their affiliates, the present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents of any of these, and their successors, heirs and assigns (each, an "Indemnified Party") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees and costs of litigation) incurred by the Indemnified Party as the result of any claim by a third party arising out of the Indemnifying Party's material breach of its obligations of this Agreement, gross negligence or willful misconduct; provided, however, that the Indemnifying Party shall not be required to reimburse the Indemnified Party for such amounts if the court rendering the judgment or the agency making the award determines that the liability underlying the judgment or award (and attorneys' fees or penalties with respect thereto) was caused by the negligence, fraud or criminal conduct of the Indemnified Party. The Indemnified Party shall promptly notify the Indemnifying Party of any potential claim covered by this indemnity, cooperate with the Indemnifying Party in the investigation and defense of the same, and allow the Indemnifying Party to control the negotiation, litigation and settlement of the claim. The Indemnifying Party's undertaking to defend, indemnify and hold harmless shall be limited to the extent that any delay by the Indemnified Party in giving notice to adversely affects the defense of, or ability to settle, such losses, liabilities, claims, damages or expenses.

Winston shall defend or settle (at our expense and discretion) any action or proceeding brought against you based upon a claim that our Technical Elements violate or infringe any existing patent, copyright, trademark, or trade secret, provided you notify us promptly and give us all necessary information and authority required for the defense or settlement of such action or proceeding, but we shall not be responsible for any cost or expense incurred or compromise made by you without our prior written consent or for any expenses incurred by you (including legal fees and expenses) in investigation or participation in any such action or proceeding. Our undertaking to indemnify and hold harmless shall not apply if the infringement or violation of rights is due to any modification or alteration of the Technical Elements that was not provided to you by us, by your use of a non-current copy or by combination of a Technical Element or portion thereof with an element owned by any third party that is not specifically authorized by us. Our undertaking to defend, indemnify and hold harmless shall be limited to the extent that any delay by you in giving notice to us adversely affects our defense of, or ability to settle, such claim. If any Technical Element or portion thereof is, in our opinion, likely to be or becomes the subject of a claim of infringement of any patent, copyright, trade secret or proprietary rights of any third party, we may at our option and expense, procure for you the right to continue using that portion affected, modify it to become non-infringing (so long as the Technical Element, as modified, has functionality substantially equivalent to that provided at the time of such modification) or substitute a Technical Element of functionality substantially equivalent to that provided at the time of such substitution; if we are reasonably unable to modify, substitute or procure the right to continue using the subject Technical Element, we may require that you remove the Technical Element, and you shall promptly return or destroy all copies of such Technical Element and receive a pro-rata refund of the fee paid therefore, less accumulated depreciation calculated on a straight-line method over a useful life of four years from the Effective Date. You agree, as a material term of this Agreement, that your rights and remedies for any breach of any representation or warranty by us herein shall be as provided in this Agreement as your exclusive remedy and that we shall have no liability to you or others except as provided herein.

8. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR A BREACH OF PERSONAL INFORMATION OR PROTECTED HEALTH INFORMATION, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY OR ANY THIRD PARTY, OR FOR LOSS OF BUSINESS, PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH PARTY RECEIVES NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. NOTWITHSTANDING ANY PROVISION OF THIS PARAGRAPH, THIS AGREEMENT, AS WELL AS ANY BUSINESS ASSOCIATE AGREEMENT ENTERED INTO BETWEEN THE PARTIES, AND EXCEPT AS EXPRESSLY SET FORTH IN ANY APPLICABLE SOW ENTERED INTO PURSUANT TO THIS AGREEMENT, IN NO EVENT (OTHER THAN A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIMS, ACTIONS, FEES, COSTS, MITIGATION-RELATED OR OTHER EXPENSES, PENALTIES OR SIMILAR AMOUNTS RELATING TO OR ARISING OUT OF ANY BREACH OF PERSONAL INFORMATION OR PROTECTED HEALTH INFORMATION, EXCEPT FOR CIVIL MONETARY PENALTIES IMPOSED BY ANY GOVERNMENTAL AGENCY) REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, PRODUCTS LIABILITY, STRICT LIABILITY, COMPLIANCE REVIEW OR SIMILAR INQUIRY), EXCEED ONE MILLION DOLLARS. FOR PURPOSES OF THIS PARAGRAPH, THE TERMS "BREACH," "PERSONAL INFORMATION," AND "PROTECTED HEALTH INFORMATION" (OR ANY SIMILAR TERMS UNDER APPLICABLE LAW) SHALL HAVE THE SAME MEANINGS AS UNDER THE APPLICABLE FEDERAL OR STATE BREACH NOTIFICATION STATUTE(S) OR REGULATION(S). THIS AGREEMENT ALLOCATES RISKS BETWEEN THE PARTIES AND OUR PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED IN THIS SECTION.

9. Insurance.

During the term of this agreement, Winston agrees to maintain, at its own expense, the following minimum insurance coverage and limits:

- a) Worker's Compensation insurance as required by law and employer's liability insurance.
- b) Commercial General Liability Insurance, including Products, Completed Operations Liability and Personal Injury, Blanket Contractual Liability and Broad Form Property Damage Liability coverage for damages to any property or person with limits of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000) aggregate.
- c) Errors and Omissions Liability Insurance covering the liability for financial loss due to error, omission, negligence of employees and machine malfunction with a limit of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000) aggregate.
- d) Cyber Liability Policy covering liability and/or damages due to theft or loss of Customer Data with limits of three million dollars (\$3,000,000) for each occurrence and aggregate.

If requested, Winston shall provide to Customer insurance certificates showing compliance with this paragraph.

10. Dispute Resolution & Escalation Policy.

The parties shall make a good faith effort to resolve, without resort to arbitration or litigation, any dispute arising under or related to this Agreement. If the parties do not agree upon a resolution of the dispute, any controversy or claim arising out of or relating to this Agreement (except as provided below with respect to Sections 5, 10 and 11) between Customer and us, or the breach thereof, shall be subject to non-binding arbitration prior to the filing of a complaint in a court of law; provided, however, that such arbitration shall be final and binding and may be enforced in any court with the requisite jurisdiction if the parties agree in advance, in writing, that such arbitration shall have final, binding effect. All arbitration, whether binding or non-binding, shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Notwithstanding the paragraph above, each party acknowledges that violation by it of any provision of Section 5, 10 and 11 of this Agreement may cause irreparable damage to the other party for which any remedy at law would be inadequate and that the affected party shall be entitled either in any court of law or equity or in any arbitration proceeding, whichever forum is selected by the affected party, to (i) temporary, preliminary, permanent, and other injunctive relief against any breach of the provisions contained in such sections and (ii) such damages as may be awarded.

11. Confidential Information

Each party acknowledges that it and its officers, employees, independent contractors, agents or subcontractors may, in the course of the Agreement, be exposed to or acquire information that is proprietary or confidential to the other party.

Definition. "Confidential Information" shall include: any information relating to a party's research, development, trade secrets, processes, procedures, formulas, business practices, business plans, strategies, budgets, customer and vendor relationships, financial information and other similar business information of a confidential nature. The term "Confidential Information" shall not include information that is (a) known to the receiving party prior to disclosure by the disclosing party or its personnel; (b) publicly available through no act or omission of the receiving party; or (c) lawfully received by the receiving party from a third party (other than the disclosing party's former or current personnel) that is not under any confidentiality obligation to the disclosing party.

Use. Each party agrees to use Confidential Information received from the other party pursuant this Agreement solely in connection with the performance of such party's obligations under this Agreement. Each party agrees to use industry standard security tools to protect its own confidential and proprietary information and/or to protect the Confidential Information of the other party from disclosure to any third party. Unless authorized to do so in writing by the other party, neither party, nor any third party acting on either's behalf, will for any reason use or disclose to any person any of the other party's Confidential Information. The term "person" as used in this Section shall be interpreted to include, without limitation, any individual, partnership, corporation or other entity. Nothing in this Agreement shall be construed as granting any rights to the receiving party, by license or otherwise, to any of the disclosing party's Confidential Information, except as expressly stated in this Agreement. In the event that a party is required to disclose Confidential Information to a court or governmental agency or pursuant to any other applicable law, such party shall, to the extent practicable prior to such disclosure, and as soon as practicable and by the best available means, notify the other party to allow it an adequate opportunity to object to the disclosure order or to take other actions to preserve the confidentiality of the information. Prior to any disclosure pursuant to this Section, a party required to disclose Confidential Information shall cooperate with the party claiming confidentiality of the information in such party's reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment.

HIPAA. We acknowledges that, in the course of performing Services, we may receive certain confidential health information protected under state or federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("Health Information"). We will not disclose or use Health Information except as required in furtherance of our obligations under this Agreement and will use measures no less stringent than those we use to protect our own confidential and proprietary information, which measures shall be no less than reasonable care, and we shall protect all Health Information in compliance with applicable laws. In the event of any unauthorized use or disclosure or loss of any Health Information, we shall notify Customer and take such actions as may be necessary or reasonably requested by Customer to minimize the violation or the damage resulting there from. Our joint responsibilities as it pertains to protected information is detailed in our Business Associate Agreement.

Notification Protocol The parties to this Agreement agree the services may require access to personal information or protected health information of Participants. The handling of such information shall be subject to the terms of the Business Associate Agreement ("BAA") attached hereto as Appendix A and the notification protocol to covered entities of potential data breach or mishandling is covered by the BAA document (see OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE, SECTION C)

12. Employee Non-Solicitation.

Except with the prior written consent of the other party, both parties to this Agreement agree that, during the term of this Agreement and for a period of twenty-four (24) months thereafter, they shall not directly solicit, divert or recruit any employee of the other, who is or was an employee of that party at any time during the Term, to leave such employment.

13. Cooperation.

You shall coordinate and manage your employees, contractors or agents to facilitate the performance of any SOW by us. You shall be responsible for, and we may rely upon, the accuracy, timeliness and completeness of all data, reports and other information you supply us. You agree that prompt review and acceptance of any part of the SOW requiring acceptance is required to ensure compliance with any milestones or other specified deadlines. Any commitments we make in this Agreement or any SOW are contingent upon you meeting your obligations, as defined here. You will make your management and technical personnel who will work with us and will perform those activities described as your responsibility in the SOW reasonably available to us. Each party will designate and maintain during the term of the Agreement a point of contact, and will notify the other party of the name of such point of contact who will have the authority and power to make decisions with respect to actions to be taken in connection with the Agreement and all documentation included in a SOW. We agree to treat this information with confidentiality as provided in this Agreement and to only use this information as required to provide the Services. You shall obtain all governmental approvals, licenses, and permits necessary, if any, for completion of any SOW. If required by an SOW, you shall prepare any installation site in accordance with our instructions ensuring that any equipment that interfaces with your computer system operates in accordance with the manufacturer's specifications. If you fail to make any preparations required by an SOW, and this failure causes us to incur costs during our service implementation, you agree to reimburse us for those costs.

14. General Provisions.

Severability & Waiver. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the party from whom such waiver or excuse is claimed. No such waiver shall be deemed a waiver of any preceding or succeeding breach or right in the same or in any other provision hereof.

Headings and References. Section numbers and headings are used for convenience and are not to be construed as limitations of the substance of any provision. The words "you", "your" and "Customer" mean the Customer indicated above, and the words "we", "us", "our" and "Winston" refer to Winston Financial Services, Inc. and its affiliates.

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

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard for its conflicts of law provisions. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any

way arising out of this Agreement must be brought solely and exclusively in state or federal courts located in the State of Texas, and each party irrevocably submits to the sole and exclusive jurisdiction of these courts in person, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other party. Venue for state court actions shall be Williamson County, Texas, and venue for Federal Court actions shall be the Austin Division of the Central District of Texas.

Force Majeure. With the exception of a party's obligation to make payments properly due to the other party, neither party shall be deemed in default or otherwise liable under this Agreement for any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

Assignment. Neither this Agreement nor any right or obligation arising hereunder may be assigned (voluntarily, by operation of law, or otherwise), in whole or in part, by either party without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, that either party shall have the right, upon written notice to the other party, to assign this Agreement to any person or entity that acquires all or substantially all of such party's business or assets. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

Entire Agreement & Amendment. This Master Services Agreement ("MSA") and the one or more attached Appendices and Statements of Services (each an "SOW"), along with Williamson County 15RFP123 ("Hosted Solution Service - Web Based Benefit Enrollment System" and the Winston Response dated October 20, 2015, each fully incorporated herein, together comprise the contract documents and the complete agreement between the parties ("Agreement") regarding those Services to be provided hereunder. From time to time, additional terms governing the Services to be provided under this Agreement may be contained in a subsequent SOW, and each such SOW shall become part of this Agreement when signed on behalf of Winston and Customer effective as of the date set forth in the SOW. If there is a conflict between the terms of this MSA and any SOW, the terms of the SOW shall prevail.

This Agreement states the entire understanding of the parties relating to the subject matter thereto and supersedes all prior discussions and negotiations and may only be modified in a writing signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties may deliver signed copies of this Agreement via facsimile or as a PDF via email, and such copies shall be deemed originals. Communication by electronic mail shall not be construed as an effective amendment to the Agreement unless accompanied by a manually signed attachment.

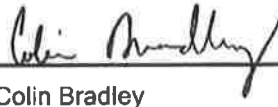
Notice. All notices provided for herein shall be sent by confirmed facsimile, or guaranteed overnight mail, with tracing capability, or by first class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes. All notices provided for herein shall be deemed given or made when received.

For Customer	For Winston
Williamson County 701 S. Main Street, Georgetown, TX 78627 Attention: Dan A. Gattis, Williamson County Judge	Winston Financial Services, Inc. Attention: Colin Bradley 2399 Highway 34, Suite C-2 Manasquan, NJ 08736

Independent Contractors. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Winston and Customer. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

15. Signatures.

Intending to be legally bound and having reviewed this Agreement in its entirety, Winston and Customer have caused this Agreement to be executed by their authorized representatives effective as of the date set forth below.

	Winston Financial Services, Inc.	Williamson County
AUTHORIZED SIGNATURE:		
PRINTED NAME:	Colin Bradley	Dan A. Gattis
TITLE:	Vice President, Business Development	County Judge
COMPANY NAME ADDRESS & TELEPHONE:	Winston Financial Services, Inc. 2399 Highway 34, Suite C Manasquan, NJ 08736 732-899-0990	710 S. Main Street Georgetown, TX 78627 512-943-1550
EFFECTIVE DATE:	January 5, 2016	

Client Initials 

APPENDIX A: Business Associate Agreement

Effective: January 5, 2016

BUSINESS ASSOCIATE AGREEMENT (the "BAA") is entered into by and between all benefit plans sponsored by Williamson County (referred to collectively as "Covered Entity"), and Winston Financial Services, Inc. ("Business Associate").

DEFINITIONS

Except as otherwise provided herein, the terms used in this BAA shall have the same meaning as those terms in the Electronic Transaction, Security or Privacy Rule, as the case may be.

Specific definitions:

(a) *Electronic Transaction Rule* means the standards for processing Standard Transactions and Code Sets at 45 CFR Parts 160 and 162.

(b) *Individual* has the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(c) *Personal Information* means any data in whatever format that is subject to federal or state laws requiring the safeguarding of, and regulating and restricting access, collection, use, disclosure, processing, destruction, and free movement of individually identifiable personal information.

(d) *Privacy Rule* means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160-164.

(e) *Protected Health Information* has the same meaning as the term "protected health information" in 45 CFR §160.103, including electronic protected health information, but limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) *Secretary* means the Secretary of the Department of Health and Human Services or his designee.

(g) *Security Rule* means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160-164.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this BAA. In addition, Business Associate agrees to implement Administrative, Physical and Technical safeguards consistent with the requirements of the Security Rule that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity. Effective February 17, 2010, and subject to regulatory or other guidance issued pursuant or in response to the American Recovery and Reinvestment Act of 2009 (ARRA), Business Associate will comply with the Privacy Rule and the Security Rule to the extent required under ARRA which are incorporated herein by reference, including but not limited to 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

(c) Business Associate agrees to report to Covered Entity and/or Plan Sponsor (i) any Use or Disclosure of Protected Health Information not provided for by this BAA, (ii) any Security Incident, (iii) any Breach of Unsecured Protected Health Information, or (iv) to the extent required under any state breach notification statute, any unauthorized acquisition or access to Personal Information, as soon as possible, but not later than 30 calendar days following the date it becomes aware of such Use or Disclosure, Security Incident, Breach or unauthorized acquisition or access; provided, however, that to avoid unnecessary burden on either party, Business Associate shall report to Covered Entity any Unsuccessful Security Incidents of which it becomes aware of only upon request of Covered Entity. The frequency, content and the format of the report of Unsuccessful Security Incidents shall be

Client Initials 

mutually agreed upon by the parties. If the definition of "Security Incident" under the Privacy and Security Laws is amended to remove the requirement for reporting "unsuccessful" attempts to use, disclose, modify or destroy electronic PHI, then this Section shall be amended so that the provisions relating to "Unsuccessful Security Incidents" no longer apply as of the effective date of such change to the law. For the purposes of this BAA, "Unsuccessful Security Incidents" mean Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of electronic PHI.

(d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.

(e) Business Associate agrees to provide access, at the request of Covered Entity and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to enable Covered Entity to meet the requirements under 45 CFR §164.524.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner as required under the Privacy Rule.

(g) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.

(h) Business Associate agrees to document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(i) Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with the preceding paragraph (i), to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(j) Business Associate agrees to mitigate to the extent practicable any harmful effect known to Business Associate of any Security Incident, or Breach of Unsecured Protected Health Information.

(k) If Business Associate conducts any Standard Transaction for or on behalf of Covered Entity, Business Associate shall comply with the requirements under the Electronic Transaction Rule.

(l) To the extent Business Associate creates or receives Personal Information from Covered Entity or Plan Sponsor, or on behalf Covered Entity or Plan Sponsor it shall collect, maintain, process, handle, use, disclose and destroy all Personal Information in compliance with all applicable data privacy and protection laws.

(m) Solely to the extent any Breach of Unsecured Protected Health Information or unauthorized acquisition or access to Personal Information is attributable to a breach of the obligations under this BAA by Business Associate, Business Associate shall bear the reasonable costs incurred by Covered Entity and Plan Sponsor to the extent it is necessary for Covered Entity and Plan Sponsor to comply with its legal obligations relating to such breach under the applicable breach notification statute or regulation, which shall be limited to the following costs reasonably incurred by Covered Entity and Plan Sponsor in responding to such breach: (1) the reasonable cost of preparing and distributing notifications to affected individuals, (2) the reasonable cost of providing notice to government agencies, credit bureaus, and/or other required entities, (3) to the extent required by the applicable statute, the reasonable cost of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months, and (4) the reasonable cost of any other measures required under applicable law.

(n) To the extent Business Associate receives, stores, processes or otherwise deals with any patient records from the Covered Entity or Plan Sponsor that are entitled to protection under the federal regulations issued at 42 CFR Part 2, Business Associate agrees to be bound by those regulations. In addition, if necessary, Business

Associate will resist in judicial proceedings any efforts to obtain access to such patient records except as permitted by 42 CFR Part 2.

(o) Except for payments from Covered Entity for services performed pursuant to this BAA and the Agreement, Business Associate may not directly or indirectly receive remuneration in exchange for PHI.

(p) Business Associate may not use or disclose Protected Health Information for research or marketing purposes without first receiving prior written approval from the Covered Entity and obtaining the necessary authorization from the affected individuals.

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

General Use and Disclosure Provisions

Except as otherwise limited in this BAA, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such Use or Disclosure would not violate (i) the Privacy Rule if done by Covered Entity or (ii) the minimum necessary policies and procedures of the Covered Entity supplied to Business Associate.

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Except as otherwise limited in this BAA, Business Associate may Disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) Disclosures are Required by Law, or (ii)(A) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and (ii)(B) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

(d) Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

OBLIGATIONS OF COVERED ENTITY

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

Requests by Covered Entity

(a) Except as otherwise provided in this BAA, Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

TERM AND TERMINATION

(a) *Term.* The term of this BAA shall be effective as of January 5, 2016 and shall terminate when all of the 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, if it is infeasible to return or destroy Protected Health Information as determined by Business Associate, protections are extended to such information, in accordance with the termination provisions in this Section, subject to any record retention requirements under the BAA or required by law.

(b) *Termination for Cause.* Upon either party's knowledge of a breach by the other party, the non-breaching party shall either:

(1) Provide an opportunity for breaching party to cure the breach or end the violation and terminate this BAA and the Agreement, if any, if the breaching party does not cure the breach or end the violation within a reasonable time specified by the non-breaching party;

(2) Immediately terminate this BAA and the Agreement, if any, if the breaching party has breached a material term of this BAA and, in the non-breaching party's sole discretion, cure is not possible; or

(3) If, in the non-breaching party's sole discretion, neither termination nor cure is feasible, the non-breaching party will report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this Section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections and obligations of this BAA to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

(a) *Regulatory References.* A reference in this BAA to a section in the Electronic Transaction, Privacy or Security Rule means the section as in effect or as amended.

(b) *Amendment.* In the event that additional standards are promulgated under the Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996, or any existing standards are amended, including without limitation the Privacy Standards, Security Standards, and the Transactions and Code Sets Standards, such as under the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted under ARRA, the parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the Electronic Transaction, Privacy or Security Rule, the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, or any applicable state law, as amended. Except as herein otherwise provided, no amendment or modification of, or supplement to, this BAA shall be binding unless duly executed in writing by each of the parties hereto.

(c) *Survival.* The respective rights and obligations of Business Associate under the Section of this BAA entitled "Effect of Termination" shall survive the termination of this BAA.

(d) *Interpretation.* Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the Electronic Transaction, Privacy or Security Rule.

(e) *Counterparts.* This BAA may be signed in counterparts, which together will constitute one agreement.

(f) *Successors and Assigns.* This BAA and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that any such assignment shall not be effective absent the consent of the non-assigning party which shall not unreasonably withheld or delayed.

(g) *No Third Party Beneficiaries.* Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than parties and their respective successors or assigns, any rights, remedies or obligations whatsoever.

(h) *Governing Law.* This BAA will be governed by and interpreted in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this BAA must be brought solely and exclusively in state or federal courts located in the State of New York, and each party irrevocably submits to the sole and exclusive jurisdiction of these courts in person and, generally and unconditionally with respect to any action, suit or proceeding brought by it or against it by the other party.

(k) *Entire Agreement.* This BAA sets forth the full and complete understanding of the parties hereto with regard to its subject matter.

(l) *Waiver.* The failure of the Covered Entity or Business Associate to object or to take affirmative action with respect to any conduct of the other which is in violation of this BAA shall not be construed as a waiver of that violation or any prior or future violations of this BAA.

(m) *Headings.* The sections and subsections headings used herein are for reference and convenience only, and shall not enter into the interpretation thereof.

(n) *Notices.* Any notice which is to be given by one party to the other under this BAA will be given in writing and delivered in accordance with the addresses specified in the Agreement.

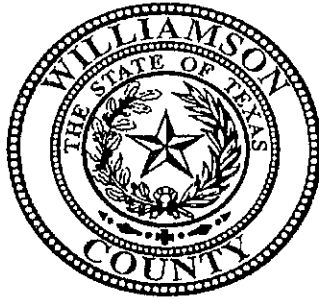
IN WITNESS WHEREOF, the parties have caused this BAA to be signed by their duly authorized representatives or officers, effective as of January 5, 2016

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: [Signature]
Name: DR. A. GATTO
Title: Chief, DUSA
Date: 01-28-2016

By: [Signature]
Name: Colin Bruckley
Title: Vice President
Date: 12/28/2015



**OFFICE OF WILLIAMSON
COUNTY JUDGE**

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE ♦ (512) 943-1662 FAX

July 13, 2021

Via FedEx Overnight Shipping

Winston Financial Services, Inc.
Attention: Colin Bradley
2399 Highway 34, Suite C-2
Manasquan, NJ 08736

***In re: 60-Day Notice of Termination of Master Services Agreement for
Williamson County, Texas (Effective January 4, 2022)***

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, Section 4 authorizes termination for convenience and states in relevant part:

**The agreement ... may be terminated by Williamson County upon
at least sixty (60) days written notice to Winston prior to the
expiration of annual term of its intent not to renew.**

Please note that Williamson County intends to maintain the agreement and good working relationship between the parties through the end of the calendar year and fulfill the current term through January 4, 2022. This includes continuing Winston services for essential service reports needed to for compliance with such

requirements as federal statutory healthcare reporting under the Affordable Care Act, including reporting due January 5, 2022.

The purpose of this letter is to give you official and sufficient notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective at the end of business on January 4, 2022. The county appreciated your company's positive working relationship and desires to keep the door open to the possibility of working with you again in the future.

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**19.****Meeting Date:** 07/13/2021

Jail Food Service RFP Advertisement

Submitted For: Joy Simonton**Submitted By:** Erica Smith, 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 proposals for Jail Food Service.

Background

The County is seeking a Vendor to provide Food Service for the Williamson County Jail Facility. The awarded Contractor shall be responsible for furnishing all labor, materials, food/beverage products, maintenance services, and other required miscellaneous items to provide food service for the Williamson County Jail. Current contract has been extended to October 30th, 2021 to allow adequate time to complete the RFP process. Department contact is Kurt Showalter. Expenditures for this procurement will be charged to 01.0100.0570.003306.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 07/07/2021

Reviewed By

Kerstin Hancock

Andrea Schiele

Date

07/07/2021 12:30 PM

07/07/2021 03:51 PM

Started On: 06/28/2021 03:59 PM

Commissioners Court - Regular Session**20.****Meeting Date:** 07/13/2021

Use Agreement SO Butler

Submitted For: Bill Gravell**Submitted By:** Hal Hawes, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on an Agreement between Williamson County and the Butler Family Partnership, Ltd. (BFP) relating to the Williamson County Sheriff's Office's use of BFP's real property for purposes of training.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Use Agreement - Butler Family Partnership WCSO Training

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/06/2021

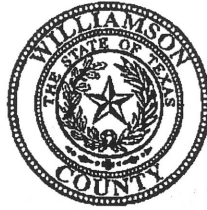
Reviewed By

Andrea Schiele

Date

07/06/2021 11:05 AM

Started On: 07/06/2021 10:51 AM



AGREEMENT BETWEEN WILLIAMSON COUNTY AND BUTLER FAMILY PARTNERSHIP, LTD.

I. PARTIES

This document constitutes an agreement ("Agreement") between Williamson County ("County") and the Butler Family Partnership, Ltd. ("BFP") relating to the Williamson County Sheriff's Office's use of BFP's real property, as more fully described herein below.

II. PURPOSE

BFP owns an unoccupied building located on the real property at 17580 W. Hwy. 29, Liberty Hill, TX 78642 (hereinafter referred to as the "Property").

The Williamson County Sheriff's Office ("WCSO") wants to use the Property in conjunction with law enforcement training exercises; and the BFP hereby agrees to permit County to use the Property for said limited purpose. County may, at its own expense and upon consent of BFP, install temporary improvements and/or lighting as necessary on the Property. All improvements situated on the Property shall be immediately removed following the termination of this Agreement. Any property that is left on the Property following the termination of this agreement will be deemed abandoned property and County hereby grants BFP the right to remove it and dispose of it, at County's sole cost and expense, as the BFP deems fit. County agrees to maintain the Property and keep it clean and free of debris and/or trash at all times during and after its use of the Property. County agrees to restore the Property to the condition in which the same was found before County used such area.

The BFP reserves the right to use the Property for its own purposes and the County hereby agrees to allow the BFP to use the Property for such purposes.

III. LIABILITY AND INDEMNIFICATION

COUNTY, IN USING THE PROPERTY DOES SO AT ITS OWN RISK. BFP SHALL NOT BE LIABLE FOR ANY DAMAGES TO PROPERTY OR DAMAGES ARISING FROM PERSONAL INJURIES SUSTAINED BY COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES, IN, ON OR ABOUT THE PROPERTY, OR OF ANY OTHER PORTION OF THE PROPERTY, INCLUDING BUILDINGS, PARKING AREA WALKWAYS OF THE PROPERTY, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE BFP'S NEGLIGENCE OR WILLFUL MISCONDUCT. COUNTY ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE OR INJURY WHICH MAY OCCUR TO COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES IN, ON OR ABOUT THE PROPERTY OR OTHER PORTION OF THE PROPERTY, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE BFP'S NEGLIGENCE OR WILLFUL MISCONDUCT.

COUNTY SHALL CONDUCT ITS ACTIVITIES UPON THE PROPERTY SO AS NOT TO ENDANGER ANY PERSON THEREON. IN CONSIDERATION OF BFP'S AGREEMENT TO ALLOW COUNTY TO USE THE PROPERTY, COUNTY AGREES, TO THE EXTENT

AUTHORIZED BY LAW, TO HOLD HARMLESS BFP AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES ("BFP PERSONS") FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LITIGATION EXPENSES) TO WHICH ANY OF THE BFP PERSONS MAY BECOME SUBJECT BY REASON OF, OR IN ANY WAY RELATED TO, (A) THE USE OF THE PROPERTY BY COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES, (B) BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES, OR (C) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES. THE BFP PERSONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE COUNTY HEREBY RELEASES AND FOREVER DISCHARGES, TO THE EXTENT AUTHORIZED BY LAW, THE BFP PERSONS FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES IN, ON OR AROUND THE PROPERTY OR OTHER PORTION OF THE PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER. IN NO EVENT SHALL ANY BFP PERSONS BE LIABLE TO COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY BFP PERSONS.

County shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WCSO's use of the Property. County shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to County and/or its respective officials, officers, agents, employees and representatives, all other persons in, on or around the Property and all property in, on or around the Property, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

IV. TERM OF AGREEMENT AND TERMINATION

The County shall be allowed to use the Property from 12:01 a.m. on July 13, 2021 until 11:59 p.m. on December 31, 2021. Following December 31, 2021 this Agreement will automatically renew every thirty (30) days until terminated by either party.

Executed by the parties to be effective as of the date of the last party's execution:

Williamson County, Texas

By: _____
Bill Gravell, Jr, County Judge

Date: _____, 20__

Butler Family Partnership, Ltd.,

Acting by and through its General Partner:

By: Edward T. Jurek

Printed Name: Edward T. Jurek

Official Capacity: SOLE MEMBER OF BUTLER

Date: JUNE 15, 2021

Commissioners Court - Regular Session**21.****Meeting Date:** 07/13/2021

ESOC Executive Conference Room A/V Installation TIPS 200105

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 service contract between Williamson County and Technology for Education LLC d/b/a TFE Connect for the installation of audio and video equipment in the ESOC Executive Conference Room in the amount of \$16,138.00, pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement.

Background

This agreement will benefit the ESOC. The scope of this project includes installation of audio/video equipment, removal and rewiring of existing wires, training and project management by TFE Connect. The attached quote has exact information as to all that is provided in this agreement. The department point of contact is Richard Semple. The Funding source line item is 01.0100.0503.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TFE ESOC redacted addendum

TFE AV ESOC Redacted Quote

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

Purchasing (Originator)

Kerstin Hancock

07/07/2021 10:20 AM

County Judge Exec Asst.

Andrea Schiele

07/07/2021 03:48 PM

Purchasing (Originator)

Kerstin Hancock

07/08/2021 09:03 AM

County Judge Exec Asst.

Andrea Schiele

07/08/2021 09:04 AM

Form Started By: Mary Watson

Started On: 06/30/2021 01:18 PM

Final Approval Date: 07/08/2021

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR
SERVICES CONTRACT
(EQUIPMENT INSTALL)
(ESOC Exec Conf Room Upgrades)
(TIPS Contract [REDACTED])**

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** (“The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Technology for Education LLC d/b/a TFE Connect**, a Texas LLC (“TFE”). The County agrees to engage TFE 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 all parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. TFE Quote#: [REDACTED]
- B. TIPS Contract [REDACTED]
- C. This Williamson County Contract Addendum; and
- D. Any necessary insurance certificates.

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

II.

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

III.

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

IV.

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

V.

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

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving fourteen (14) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

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

VIII.

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

IX.

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 addendum on behalf of The County.

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:

TFE:



Authorized Signature

Date: _____, 2021

Authorized Signature Joanna Herrera, PMP

Date: June 29 _____, 2021



2 Sierra Way, Ste 105 | Georgetown, Texas 78626 | (P) 888.902.5563
 1999 Gulfmart Street, Ste 515 | San Antonio, Texas 78217 | (P) 210.504.6945

www.tfeconnect.com

To: Williamson County

Date: June 23, 2021

Attn:

Account Manager: Joanna Herrera

RE: ESOC Exec Conf Room

AV Design Engineer: Dan Stout, CTS

Qty	Part #	Description	Price Each	Extended
1	RCS-1824	Middle Atlantic Essex Floor Rack	\$ 559.00	\$ 559.00
1	PD-915R	Middle Atlantic Power Distribution	\$ 130.00	\$ 130.00
1	75UT640S0UA	LG 75" FPD	\$ 2,236.00	\$ 2,236.00
2	43UT640S0UA	LG 43" FPD	\$ 724.00	\$ 1,448.00
1	TS525TU	Chief Large Flat Panel Swing Arm Mount	\$ 442.00	\$ 442.00
2	TS325TU	Chief Medium Flat Panel Swing Arm Mount	\$ 328.00	\$ 656.00
1	NOTE	Owner To Provide Backing for Displays	\$ -	\$ -
1	PROGRAMMING	TFE Room Control and programming redesign	\$ -	\$ -
1	MISC	TFE HDMI Interconnects, Passthrough, and Plates	\$ 765.00	\$ 765.00
1	RENO	TFE Remove and Rewire Existing	\$ 1,765.00	\$ 1,765.00
1	TFE-FREIGHT	Freight, Shipping	\$ 272.00	\$ 272.00
1	TFE-MISC	Miscellaneous Installation Costs	\$ 408.00	\$ 408.00
2 hrs.	TFE-TRAINING	Training	\$ 120.00	\$ 240.00
1	TFE-MGMNT	Project Management	\$ 158.00	\$ 158.00
1	TFE-LABOR	Labor, Installation and Testing	\$ 7,059.00	\$ 7,059.00
			Total	\$ 16,138.00

Terms and Conditions

- * Pricing is based on an eight (8) hour workday, Monday through Friday, 8:00 AM to 5:00 PM.
- * If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- * Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- * Customer will provide an area, of adequate size, for storage of materials.
- * Return trips for operational verification of other vendors' equipment will be at billable rates should there be no fault found with the cabling installation.
- * Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Due to time constraints, any changes in the scope of work may require additional time to complete the project.
- * TFE will not rough-in any cable until site is determined ready by TFE. (ie. paint, electrical, secure facility, ect.)
- * Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- * Customer is responsible for any applicable sales and/or use tax.

Scope

Commissioners Court - Regular Session**22.****Meeting Date:** 07/13/2021

Jester Annex A/V Installation with TFE

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 service contract between Williamson County and Technology for Education, LLC d/b/a/ TFE Connect for the installation of audio and video equipment in the Jester Annex Divisible Rooms in the amount of \$36,423.00, pursuant to the terms of TIPS Contract #200105 and authorizing execution of the agreement.

Background

The installation of the audio and video equipment will benefit the Jester Annex Divisible Rooms with Epson laser projectors, screens, wireless microphone systems, speakers, amplifiers and wall controls for better presentation purposes. The attached quote has more details as to the service provided. The department point of contact is Richard Semple. The line item being charged for this purchase is 01.0100.0503.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TFE Jester Annex Redacted Quote

TFE Jester Annex Redacted Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/07/2021 12:28 PM
County Judge Exec Asst.	Andrea Schiele	07/07/2021 03:55 PM
Purchasing (Originator)	Kerstin Hancock	07/08/2021 09:06 AM
County Judge Exec Asst.	Andrea Schiele	07/08/2021 11:21 AM
Form Started By: Mary Watson		Started On: 07/02/2021 08:08 AM
Final Approval Date: 07/08/2021		



Date: Jun 29, 2021
To: Williamson County
Attn: Don Heflin
Re: Divisible Rooms - Jester
Quote: [REDACTED]

Don:

This letter is to provide you with overall pricing and Scope of Work for the audio-video systems installation.

Total..... \$36,423.00

Add Alternate – Barco ClickShare (x2)..... ADD \$4,773.00

*Purchasing via [REDACTED]

Scope of Work

TFE will install two audio/video systems. Each system will be comprised of the following:

- One Epson laser projector
- One 137" diagonal electric screen mounted flush in ceiling.
- One wireless microphone system with bodypack and handheld microphones.
- 6 JBL ceiling speakers.
- Amplifier.
- 1 Wall controller.

Additional labor and services:

- Presentation video switcher as a hub for all audio and video
- Labor to remove existing screens.
- Modify provided electric service at one screen locations, two additional projector locations, and equipment rack.
- Installed wall rack for equipment

Add Alternate:

- Add Barco ClickShare devices (1 per room) to the system.
- 2 Data Drops by others required at projector locations

Terms and Conditions

- Pricing based on performance of work during standard business hours of Monday through Friday, 8:00 AM to 5:00 PM.
- If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- Customer will provide an area of adequate size for storage of materials.
- Return trips for operational verification of other vendors' equipment will be at standard billable rates should there be no fault found with TFE installation.
- Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Any changes in the scope of work may require additional time to complete the project.
- TFE will not rough-in any cable until site is determined ready by TFE. (i.e. paint, electrical, secure facility, etc.)
- Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- Payment for materials is due upon delivery.
- Customer is responsible for any applicable sales and/or use tax.



2 Sierra Way, Suite 105 | Georgetown, Texas 78626 | (P) 888.902.5563
2090 IH35N, Suite 4110 | New Braunfels, Texas 78130 | (P) 210.504.6945

www.tfeconnect.com

Should you have any questions or require further assistance please contact me at your convenience.

Sincerely,
Dan Stout, CTS
TFE | Audio Design Engineer
312-607-7717
dan.stout@tfeconnect.com



THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR
SERVICES CONTRACT
(EQUIPMENT INSTALL)
(Divisible Rooms – Jester Annex)
(TIPS Contract [REDACTED])**

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** (“The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Technology for Education LLC d/b/a TFE Connect**, a Texas LLC (“TFE”). The County agrees to engage TFE 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 all parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. TFE Quote# [REDACTED];
- B. TIPS Contract [REDACTED]
- C. This Williamson County Contract Addendum; and
- D. Any necessary insurance certificates.

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

II.

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

III.

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

IV.

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

V.

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

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving fourteen (14) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

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

VIII.

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

IX.

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 addendum on behalf of The County.

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:

TFE:



Authorized Signature
Date: _____, 2021

Authorized Signature Joanna Herrera, PMP
Date: June 30, 2021

Commissioners Court - Regular Session**23.****Meeting Date:** 07/13/2021

Williamson County Justice Center Renovations (P515) HCS Change Order No. 1

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on accepting a report on the Williamson County Justice Center Renovation Project (P515) HCS, Inc. Change Order #01 in the amount of (\$21,163.32.) This change order is being funded by owners' contingency from within the original project budget.

Background**Background**

This change order is to cover a leaky valve replacement, carpet replacement in CA from DA Area, Pre-Trial Office wall demolition, tile changes, sewer yardline correction and electrical additions per ASLI-01. There is a time extension of 21 days. On November 17, 2020, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Senior Project Manager, with general authority to approve change orders up to \$30,000 in relation to Williamson County Justice Center Renovations (P515), pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

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

Attachments

HCS CO1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 07/06/2021

Reviewed By

Andrea Schiele

Date

07/06/2021 11:07 AM

Started On: 07/06/2021 10:30 AM

CHANGE ORDER

701

Distributed To:

- ☒ Owner ☐ Contractor
☐ Architect ☐ Subcontractor
☐ Field ☐ Other

PROJECT: Williamson County Justice Center Renovations
405 Martin Luther King Drive
Georgetown, Texas 78626

CHANGE ORDER NO: 001

DATE: June 25, 2021

PROJECT NO: T1499-2020

CONTRACT DATE: Oct 27, 2020

TO: Tom Stanfield-Williamson County
405 Martin Luther King Drive
Georgetown, Texas 78626

CONTRACT FOR: General Construction

The contract is changed as follows:

#	COST	DESCRIPTION
1	\$2,437.60	CP-01 Leaky Plumbing Valve Replacement
2	\$4,170.00	CP-02 Carpet replacement in CA from DA Area (Plus 2 days)
3	\$3,901.76	CP-03 Pre-Trail Office Wall Demo (Plus 2 days)
4	- \$22,073.75	CP-04 Scope Deletion at Jury Call Rm
5	\$5,955.67	CP-05 Elec Additions per ASI-01 (Plus 2 days)
6	\$8,936.04	CP-07 Ceramic Tile Changes to Cove Base
7	\$23,730.00	CP-08 Sewer Yardline Correction (Plus 15 days)
8	- \$5,894.00	CP-10 DA Area Doors, Frames, View Lite Corrections

Add \$21,163.32 TOTAL

The original Contract Sum was	\$	2,799,000.00
Net change by previously submitted Change Orders	\$	
The Contract Sum prior to this Change Order was	\$	2,799,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	21,163.32
The new Contract Sum including this Change Order will be	\$	2,820,163.32
The Contract Time will be unchanged by	(+ 21)	days.
The date of Substantial Completion as of the date of this Change Order		July 27, 2021

Accepted By:

Mike Ballerino, HCS Inc. Commercial GC
CONTRACTOR

Thomas D Stanfield, Sr PM / ODR
OWNER - Williamson County Facilities

Trenton H. Jacobs, AIA
WILLIAMSON COUNTY ARCHITECT







By:

By:

By:

June 25, 2021

Date

Date

6/24/21

Date

6/24/21

CAUTION: You should sign an Original Document, on which this text appears in RED. An Original Document assures that changes will not be obscured.

CONTRACTOR

Steinbomer
A/E

HCS Inc.
Contractor

Date of issuance

Williamson County Justice Renovation
Project Title

PART	CHANGE ORDER REQUEST (COR)	NO.
B		1

Project No.
Leaky Valve
Interim Change Auth. No. (if any)

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
Lugos Plumbing	\$2,000.53	HCS Inc. 10% O&P	\$200.05	HCS Inc. 3% B&I	\$60.02	\$2,260.60
		HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00

	Hours	Rate			
HCS Inc. Supervision	1	\$65	\$65.00		
HCS Inc. Proj. Mgmt.	1	\$85	\$85.00		
HCS Subtotal:			\$150.00	15% Markup	\$22.50
				3% B&I	\$4.50
					\$177.00

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**

\$2,437.60

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME**

0

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

1/13/21

Date

APPROVED

By Tom Stanfield at 8:26 am, Jan 20, 2021

ROUTING INFORMATION: See "ROUTING INFORMATION" at bottom of Part A of CHANGE ORDER REQUEST.

CONTRACTOR

Steinbomer

A/E

HCS Inc.

Contractor

1/22/21

Date of issuance

Williamson County Justice Renovation

Project Title

CHANGE Proposal (CP)**NO.****2**

1499-2020

Project No.

Carpet Replacement

Interim Change Auth. No. (if any)

Changes made by Williamson County D. Team

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
P10 Floorscapes	\$10,832.00	HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	\$10,832.00
P10 Floorscapes	\$-7,007.00	HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	\$-7,007.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00

Subcontractor Total - **\$3,825.00**

	Hours	Rate			
HCS Inc. Supervision	2	\$65	\$130.00	✓	
HCS Inc. Proj. Mgmt.	2	\$85	\$170.00		
HCS Subtotal:			\$300.00	10% Markup	\$30.00
				5% B&I	\$15.00
					\$345.00

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT****\$4,170.00**PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME****2**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this CP beyond that shown above.

Steven Rosow

Contractor Name (typed or printed)

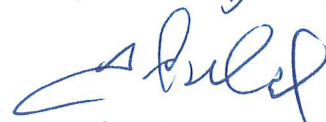


Contractor Signature

2/4/21

Date

APPROVED BY WCCO



4-16-21

Change Order #1

Date February 2, 2021
Contractor: P10 Floorscapes
11701 Bee Cave Rd. Suite 208
Austin, TX 78738
Client: HCS Inc.
500 Shell Stone Trail
Georgetown, TX 78628



Project: Williamson Cty Justice Center
405 Martin Luther King Dr.
Georgetown, TX 78626

Description: This proposal includes all materials and labor to complete the following scope of work unless otherwise specified:

Williamson Cty Justice Center
Change Order #1

Services to include:

Add: County Attorney office carpet & base- demo & install

Labor: \$2,708.00
Material: \$8,124.00

\$10,832.00



Deduct: DA office omit carpet & base install

Labor: -\$1,751.75
Material: -\$5,255.25

\$ -7,007.00



Respectfully Submitted By,
Nick Provopulos M: 512.801.7710

TOTAL \$3,825.00



We look forward to doing business with you.
Please notify Paramount in writing if we are to proceed with this work.

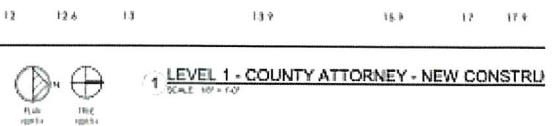
Sign X _____

Date _____

HCS Inc.
Authorized Signature



	New Carpet - Indicated	500.5 SQ FT
	New Carpet - Missed from Demo	951.8 SQ FT
	New Carpet - Addt	2146.7 SQ FT



CONTRACTOR

Steinbomer
A/E

HCS Inc.

Contractor
1/28/21

Date of issuance

Williamson County Justice Renovation

Project Title

CHANGE PROPOSAL (CP)**NO.****3**

T1499-2020

Project No.

Wall Demo Adult Probation

Interim Change Auth. No. (if any)

Changes made by Williamson County D. Team

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
Wilicks Construction	\$2,070.00	HCS Inc. 10% O&P	\$207.00	HCS Inc. 3% B&I	\$62.10	\$2,339.10
Southstone Dev	\$1,382.88	HCS Inc. 10% O&P	\$138.29	HCS Inc. 3% B&I	\$41.49	\$1,562.65
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00

	Hours	Rate			
HCS Inc. Supervision		\$65	\$0.00		
HCS Inc. Proj. Mgmt.		\$85	\$0.00		
HCS Subtotal:		\$0.00	15% Markup	\$0.00	\$0.00
			3% B&I	\$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**.....

\$3,901.75

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME**.....

2

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this CP beyond that shown above.

Steven Rosow, Regional Sr. Project Manager, HCS Inc.

Contractor Name (typed or printed)


Contractor Signature

2/1/21

Date

APPROVED

By Tom Stanfield at 8:10 am, May 07, 2021

Wilicks Construction LLC February 01, 2021

Proposal #2062

Reference: Williamson County Justice Center COR 02

Wilicks Construction LLC is pleased to present a lump sum proposal for the following scope of work:

Remove exist wall up to 8-in. below ceiling grid.

Semi-permanently close door: replace handles with GC provided blanks and deadbolt keyed from each side.

Replace existing door with solid door if available from demo in other areas.

Labor: \$828

Material \$1242

Total: \$2070

Base Bid Total: \$2070

Customer agrees to pay the amount of any present, new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation or use of equipment which becomes effective after the date of this agreement. If customer claims any such taxes do not apply to Invoice covered by this agreement, customer shall provide Wilicks Construction LLC with a tax exemption certificate acceptable to the applicable taxing authorities. Prices are guaranteed for 90 days.

Signature_____ Print_____

Please call if you have any questions or require any additional information.

Sincerely,

Wilicks Construction LLC

Stephen Williams

Owner

Wilicks Construction LLC
12400 W HWY 71 Ste. 350-239
Austin, TX 78738
Office 409-429-8616

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762
Phone: (512) 745-6598

Project: 200935 - WC Justice Center Renovations
405 Martin Luther King Jr St
Georgetown, Texas 78626

Prime Contract Potential Change Order #001: CE #001 - Tape, Float and Paint at demoed wall

TO:	HCS Inc. Commercial General Contractor 365 Wayside Dr. Waco, Texas 76705	FROM:	Southstone Development Group, LLC 1914 East 6th St Unit 6339 Austin, Texas 78762
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - WC Justice Center Renovations Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Alexander Canalini (Southstone Development Group, LLC)
STATUS:	Pending - In Review	CREATED DATE:	3/17/2021
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#001 - CE #001 - Tape, Float and Paint at demoed wall
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$1,382.88

POTENTIAL CHANGE ORDER TITLE: CE #001 - Tape, Float and Paint at demoed wall

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #001 - Tape, Float and Paint at demoed wall

Tape, float, and tape to match existing at the demolished wall.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	Division 9-9001 - Painting / Pintura	PCO#1	Commitment	\$1,382.88
	Material - \$553.15 Labor - \$829.73			

Grand Total: \$1,382.88

HCS Inc. Commercial General Contractor
365 Wayside Dr.
Waco, Texas 76705

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

CONTRACTOR

Steinbomer

A/E

HCS Inc.

Contractor

1/28/21

Date of issuance

Williamson County Justice Renovation

Project Title

**CHANGE ORDER
REQUEST (COR)****NO.****4**

COR #3

Project No.

Deletion of scope Jury Call Room Area

Interim Change Auth. No. (if any)

Changes made by Williamson County D. Team

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
P10 Floorscapes	-\$11,641.00	✓ HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	-\$11,641.00 ✓
Sustainable Security Solutions	-\$6,376.75	✓ HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	-\$6,376.75 ✓
AR Case	-\$4,056.00	✓ HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	-\$4,056.00 ✓
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00

	Hours	Rate			
HCS Inc. Supervision	0	\$65	\$0.00		
HCS Inc. Proj. Mgmt.	0	\$85	\$0.00		
HCS Subtotal:			\$0.00	15% Markup	\$0.00
				3% B&I	\$0.00

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT****-\$22,073.75**PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME****0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow

Contractor Name (typed or printed)



Contractor Signature

1/28/21

Date

ROUTING INFORMATION: See "ROUTING INFORMATION" at bottom of Part A of CHANGE ORDER REQUEST.

APPROVED BY WILCO
J. R. [Signature] 4-16-21

Deductive Change Order #3

Date February 4, 2021
Contractor: P10 Floorscapes
11701 Bee Cave Rd. Suite 208
Austin, TX 78738
Client: HCS Inc.
500 Shell Stone Trail
Georgetown, TX 78628



Project: Williamson Cty Justice Center
405 Martin Luther King Dr.
Georgetown, TX 78626

Description: This proposal includes all materials and labor to complete the following scope of work unless otherwise specified:

Williamson Cty Justice Center
Deductive Change Order #3

Services to include:

Deduct: Carpet replacement in Jury Call 001 & New Office 002 ✓

TOTAL

(\$11,641.00) ✓

Respectfully Submitted By,

Nick Provopoulos M: 512.801.7710

We look forward to doing business with you.
Please notify Paramount in writing if we are to proceed with this work.

Sign X _____ Date _____
HCS Inc.
Authorized Signature



Williamson County Justice Center Renovations
Georgetown, TX
S3 Job # 20-014

2/1/2021

Change Proposal Request: COPR No. 3

Line	Type	Description	Qty/Hours	Unit Price	Unit	Extended
1	Material	Deduct BR fiberglass materials at Basement Jury Call (square feet)	-122	\$ 12.50	SF	\$ (1,525.00)
3	Labor	Deduct Installation of BR fiberglass materials at Basement Jury Call	-60	\$ 67.00	MH	\$ (4,020.00)

Subtotal	\$	(5,545.00)
Overhead & Profit: 15%	\$	(831.75)
Grand Total	\$	(6,376.75) ✓

Notes:

Terms: This proposal is good for 60 days.



Industry- Standard Casework Solutions.

February 3, 2021

HCS Commercial General Contractor
365 Wayside Drive
Waco, TX 76705

Attention: Mr. Steven Rosow

RE Williamson County Justice Center
OUR RE WCJC01

We submit change order WCJC01 as follows:

Delete all plastic laminate replacement panels & new solid surface countertop materials in Judges' Bench in Basement Jury Call Room 001 (4/7@A-204).

Delete complimentary plastic laminated toe kicks & wood base in 001.

- Material and installation (\$ 4,056) ✓

Exclusions:

Sales tax, demolition, overtime labor, quartz/stone countertops, in-wall blocking, in-wall brackets, caulking casework to wall, performance bond, as-built submittals, re-installation and/or modifications to existing casework, standing or running trim, window sills, plastic laminated toe kicks, electrical labor or materials, plumbing labor or materials, glass, glazing, stainless steel, priming, painting, staining, sealing & toilet partitions.

Respectfully,
Emmanuel A. Corona

Serving the construction community since 1999

Prices effective for 30 days from date of proposal.

1007 West Ashby Place . San Antonio, Texas . 78212 . (210) 735-5175 . (210) 735-5174 fax
WBE MBE SBE HUB

CONTRACTOR

Steinbomer

A/E

HCS Inc.

Contractor

1/22/21

Date of issuance

Williamson County Justice Renovation

Project Title

**CHANGE PROPOSAL
REQUEST (CPR)****NO.****5**

1499-2020

Project No.

Electical Changes via ASI #1

Interim Change Auth. No. (if any)

Changes made by Williamson County D. Team

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COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

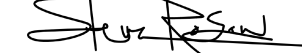
Trades:	Amount		Amount		Amount	
(1) M&C Electric	\$4,552.61	HCS Inc. 10% O&P	\$455.26	HCS Inc. 3% B&I	\$136.58	\$5,144.45
(2) M&C Electric	\$561.25	HCS Inc. 10% O&P	\$56.13	HCS Inc. 3% B&I	\$16.84	\$634.22
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
#1	Total Material	\$1,821.04				
	Total Labor	\$2,731.57				
#2	Total Material	\$387.41				
	Total Labor	\$258.28				
HCS Inc. Supervision	1	\$65	\$65.00			
HCS Inc. Proj. Mgmt.	1	\$85	\$85.00			
HCS Subtotal:	2		\$150.00	15% Markup	\$22.50	\$177.00
				3% B&I	\$4.50	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT****\$5955.67**PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME****2**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this CP beyond that shown above.

Steven Rosow

Contractor Name (typed or printed)



Contractor Signature

2/4/21

Date

APPROVED

By Tom Stanfield at 8:16 am, May 07, 2021

M & C Electric Inc. Wilco Justice Refrigerator Plug

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004
1/28/21

ASI 1

General Contractor- HCS

Provide dedicated circuit to panel L1 for refrigerator
receptacle

Six Hundred Forty Five dollars and Sixty Nine cents (\$561.25)

Material:	\$224.50
Labor:	\$336.75

Total: \$561.25

M & C Electric Inc. Williamson County Security Circuit

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004
2/1/21

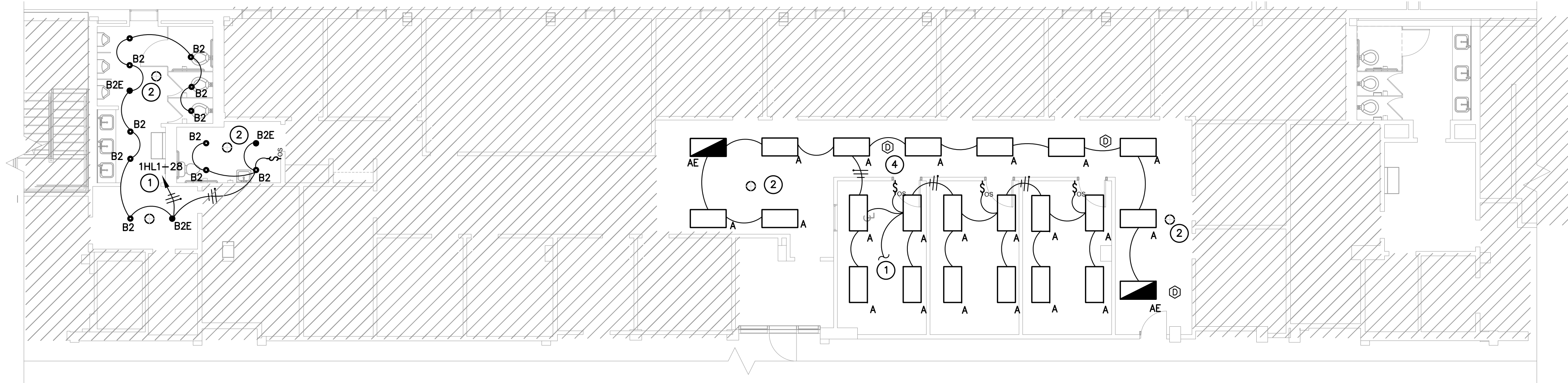
ASI 1

General Contractor- HCS

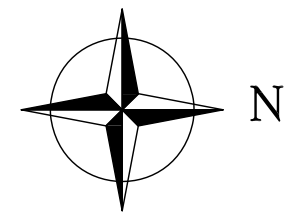
Provide dedicated circuit from emergency panel LE1 on the roof to new court room doors

Four Thousand Five Hundred Fifty Two dollars and Sixty One cents (\$4,552.61)

Material:	\$2,731.57
Labor:	\$1,821.04
 Total:	 \$4,552.61



COUNTY ATTORNEY NEW LIGHTING PLAN - FIRST FLOOR
SCALE: 1/8" = 1'-0"



LOWER CASE LETTERS ADDED TO SHOW LIGHTING CONTROL ZONES.

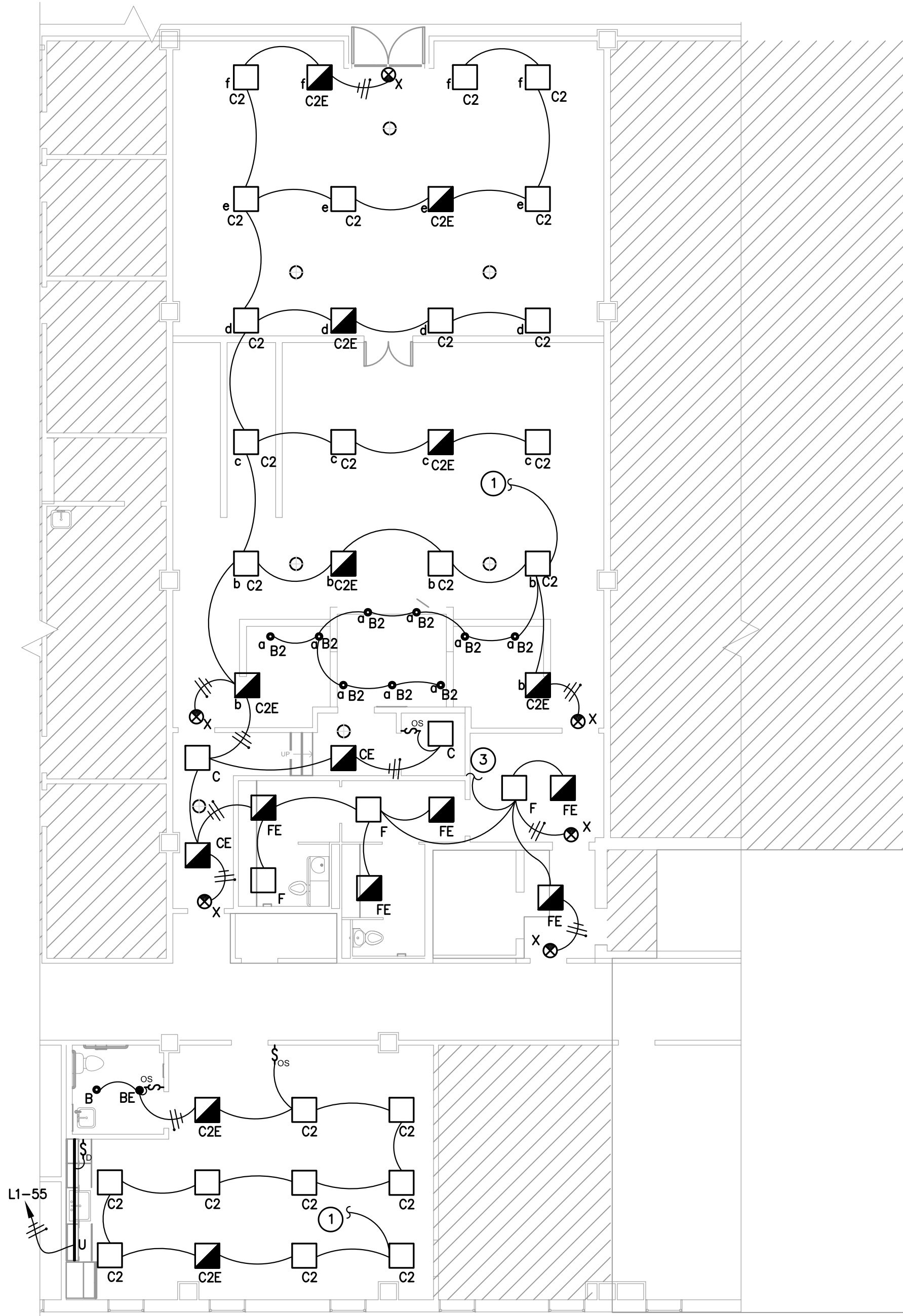
LIGHTING PLAN KEYED NOTES

- 1 CONNECT NEW LIGHT FIXTURES TO EXISTING CIRCUIT SERVING SAME SPACE.
- 2 PROVIDE NEW IEC2015 COMPLIANT LIGHTING CONTROLS. FIELD VERIFY EXISTING CONDITIONS PRIOR TO ANY WORK.
- 3 COORDINATE WITH WILCO FOR EXACT CONTROL REQUIREMENTS FOR FIXTURES IN HOLDING CELLS AND SECURE AREA.
- 4 EXISTING FIRE ALARM DEVICES TO REMAIN. VERIFY THAT ALL FIRE ALARM EQUIPMENT REMAINS IN GOOD WORKING ORDER AT ALL TIMES. REPLACE ANY DAMAGED EQUIPMENT AS NECESSARY. TYPICAL FOR ALL FIRE ALARM DEVICES.
- 5 PROVIDE NEW DIMMING CONTROL SYSTEM FOR COURTROOM. ALL FIXTURES ARE TO HAVE DIMMING CONTROL ZONES AS SHOWN AND BE HARD WIRED. SYSTEM IS TO HAVE ONE MASTER CONTROL LOCATION AND TWO REMOTE CONTROL LOCATIONS. ONE CONTROL LOCATION SHALL BE LOCATED ON THE JUDGES BENCH AND THE OTHER IS TO BE FOR THE USE OF THE BAILIFF. EACH FIXTURE IS TO BE CAPABLE OF BEING DIMMED TO 1%. COORDINATE EXACT PROGRAMMING AND CONTROL LOCATION POINTS WITH HEAD BAILIFF PRIOR TO ANY WORK.

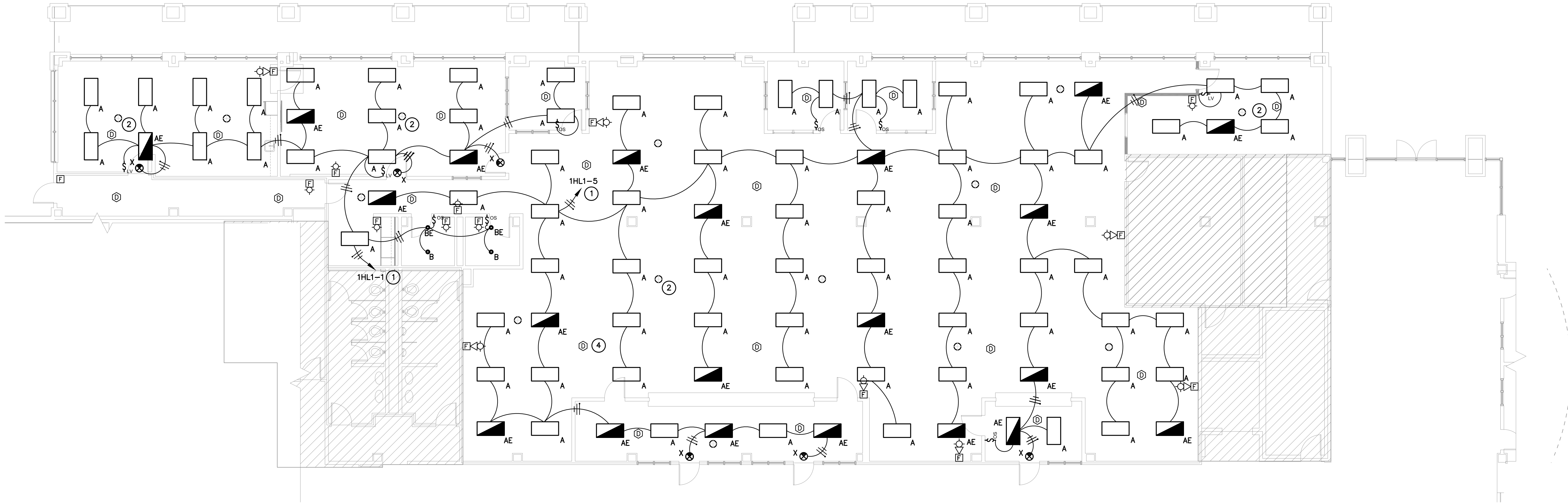
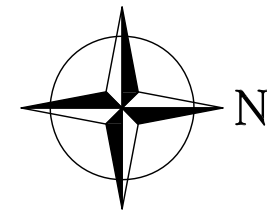
HOLDING CELLS SPECIAL NOTES

CONTRACTOR IS TO VERIFY THAT ALL LIFE SAFETY SYSTEMS, EMERGENCY ILLUMINATION SYSTEMS AND SECURITY SYSTEMS REMAIN IN GOOD WORKING ORDER AND HAVE EMERGENCY BACK-UP BATTERY OR ARE CONNECTED TO EMERGENCY GENERATOR.

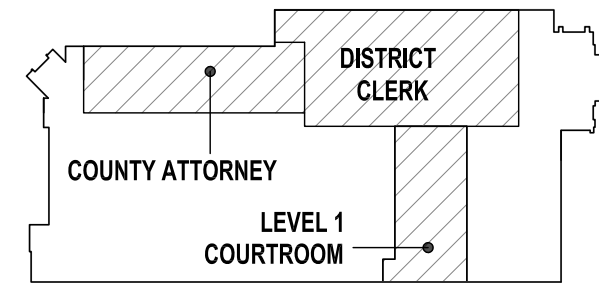
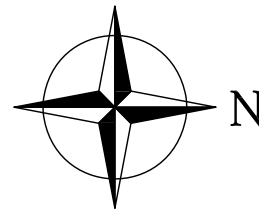
CONTRACTOR IS TO VERIFY THAT EMERGENCY BACK-UP BATTERIES IN HOLDING CELL AND ALL OTHER SECURE AREA LIGHT FIXTURES ARE IN GOOD WORKING ORDER.



COURTROOM NEW LIGHTING PLAN - FIRST FLOOR
SCALE: 1/8" = 1'-0"



DISTRICT CLERK NEW LIGHTING PLAN - FIRST FLOOR
SCALE: 1/8" = 1'-0"



13780 Research Blvd., Suite 125
Austin, TX 78750
P.O. Box 1377
Safety Harbor, FL 34690

Office 813-855-3330
Fax 727-720-2070

100% Construction Documents

DATE: 07.21.2020
DRAWN: W&G
SCALE: AS NOTED

No.	Description	Date
1	Addendum #3	9.4.20
2	ASI #1	10.26.20

ENLARGED
NEW CONSTRUCTION
PLANS - LIGHTING

E-202

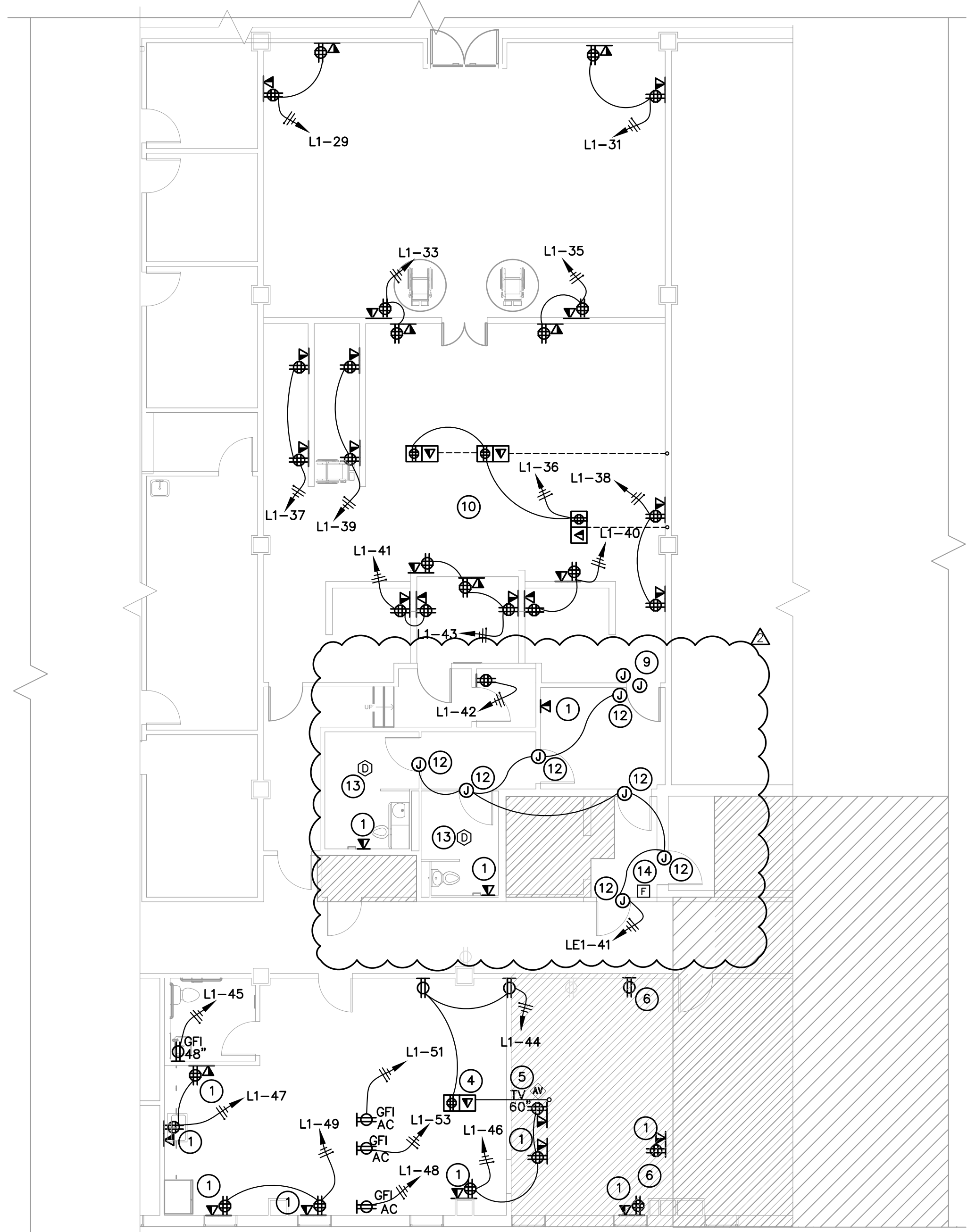
A RENOVATION FOR THE

WILLIAMSON COUNTY JUSTICE CENTER

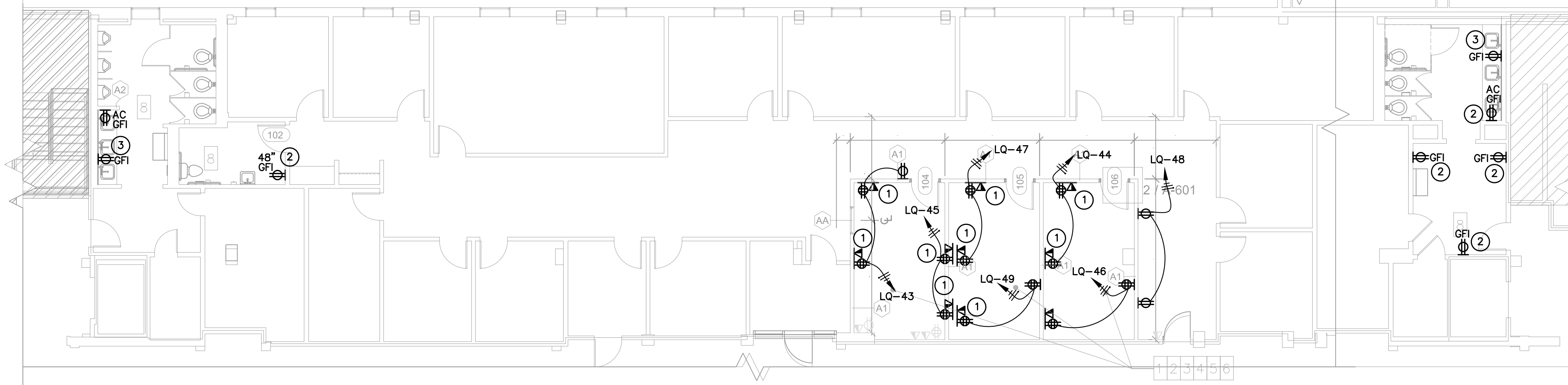
405 MARTIN LUTHER KING DRIVE, GEORGETOWN, TEXAS. 78626

steinbomer
ARCHITECTS
1405 S. CONGRESS AVE., SUITE 6202
AUSTIN, TX 78704
T: 512.729.0829
F: 512.727.0893
www.steinbomer.com

STATE OF TEXAS
MELISSA B. COAD
33862
REGISTERED
PROFESSIONAL ENGINEER
10/17/2020



COURTROOM NEW POWER PLAN - FIRST FLOOR
SCALE: 1/8" = 1'-0"



COUNTY ATTORNEY NEW POWER PLAN - FIRST FLOOR
SCALE: 1/8" = 1'-0"

POWER PLAN KEYED NOTES

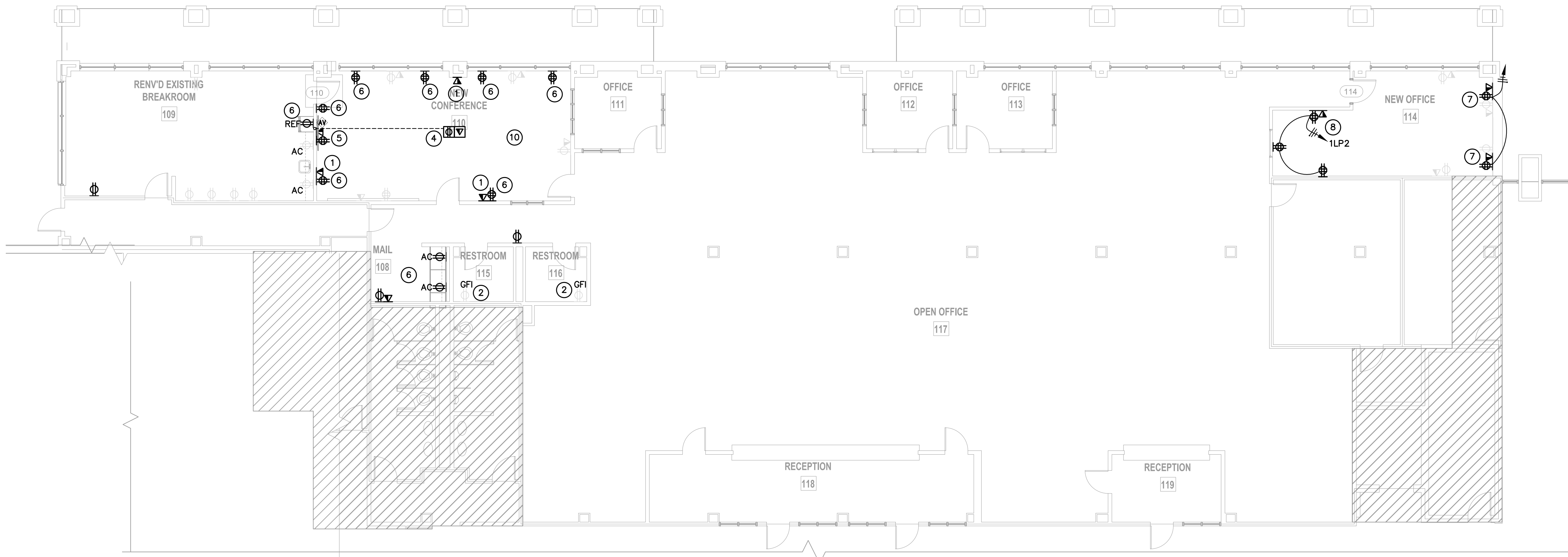
1. PROVIDE NEW SINGLE GANG BOX AND 3/4" CONDUIT WITH PULLSTRING TO ACCESSIBLE CEILING FOR TELECOMMUNICATIONS. FIELD VERIFY EXACT LOCATION AND RELOCATE AS NECESSARY BASED UPON FIELD CONDITIONS.
2. NEW GFI RECEPTACLE TO REPLACE EXISTING. VERIFY EXACT MOUNTING LOCATION WITH ARCHITECT. RECONNECT TO EXISTING CIRCUIT.
3. NEW RECEPTACLE LOCATED UNDER COUNTER FOR SOAP DISPENSERS. COORDINATE EXACT LOCATION AND QUANTITY WITH DISPENSER LOCATIONS.
4. PROVIDE NEW LEGRAND 6TC SERIES POKE-THRU. VERIFY EXACT DEVICE CONFIGURATION WITH OWNER AND PLATE COLOR WITH ARCHITECT PRIOR TO ANY WORK. PROVIDE 1 1/4" EMPTY CONDUIT WITH PULLSTRING UNDERSLAB AND UP WALL TO ACCESSIBLE CEILING FOR TELECOMMUNICATION DEVICES. CONNECT RECEPTACLE TO EXISTING CIRCUIT SERVING ROOM.
5. PROVIDE TV BACK BOX CHEIF #PAC25 SERIES. VERIFY EXACT BOX SPECIFICATION AND ROUGH-IN REQUIREMENTS WITH TELECOMMUNICATIONS VENDOR PRIOR TO ANY WORK.
6. CONNECT NEW RECEPTACLES TO EXISTING CIRCUIT SERVING SPACE. DO NOT CONNECT MORE THAN 8 RECEPTACLES PER CIRCUIT.
7. VERIFY IF THERE ARE EXISTING CIRCUITS BEHIND BUILT-IN CABINETS. IF NO RECEPTACLES ARE PRESENT PROVIDE NEW QUAD RECEPTACLES AS SHOWN AND CONNECT TO EXISTING CIRCUIT SERVING SPACE.
8. PROVIDE NEW RECEPTACLES AND CIRCUIT TO SPARE CIRCUIT IN PANEL '1LP2'.

9. ROUGH-IN FOR NEW CARD READER AND DOOR CONTROL. REFER TO SECURITY DRAWINGS FOR EXACT ROUGH-IN REQUIREMENTS. PROVIDE ALL EQUIPMENT AS NECESSARY.
10. ADDITIONAL A/V REQUIREMENTS FOR THIS ROOM. REFER TO A/V DRAWINGS FOR EXACT ROUGH-IN REQUIREMENTS. PROVIDE ALL EQUIPMENT AS NECESSARY.
11. PROVIDE NEW 30A/2P/NF/N1/HO/240V DISCONNECT FOR NEW FCU-IDF. CIRCUIT TO PANEL 'L1' AS SHOWN WITH 2#10 & 1#10 GND. IN 3/4" CONDUIT.
12. PROVIDE ELECTRICAL CONNECTION FOR NEW ELECTRONIC SECURITY DOORS. VERIFY EXACT REQUIREMENTS WITH DOOR SYSTEMS VENDOR. CIRCUIT TO EMERGENCY PANEL 'LE1' AS SHOWN WITH 2#10 & 1#10 GND. IN 3/4" CONDUIT.
13. PROVIDE NEW SMOKE DETECTOR WITH VANDAL RESISTANT COVER. VERIFY THAT DEVICE WITH PROVIDE A MAXIMUM OF 60 SECONDS FOR SMOKE DETECTION.
14. PROVIDE NEW FIRE ALARM MANUAL PULL STATION FOR STAFF USE. VERIFY EXACT PLACEMENT OF DEVICE WITH HEAD BAILIFF PRIOR TO ANY WORK.

HOLDING CELLS SPECIAL NOTES

CONTRACTOR IS TO VERIFY THAT EXISTING FIRE ALARM SYSTEM REMAINS IN GOOD WORKING ORDER WITH ADDITION OF NEW EQUIPMENT. CONTRACTOR IS TO VERIFY THAT EXISTING FIRE ALARM SYSTEM EMERGENCY BACK-UP BATTERIES ARE IN GOOD WORKING ORDER AND THAT THE FIRE ALARM ANNUNCIATOR PANEL IN CONTINUALLY STAFFED LOBBY REMAINS IN GOOD WORKING ORDER.

CONTRACTOR IS TO VERIFY THAT ALL LIFE SAFETY SYSTEMS, EMERGENCY ILLUMINATION SYSTEMS AND SECURITY SYSTEMS REMAIN IN GOOD WORKING ORDER AND HAVE EMERGENCY BACK-UP BATTERY OR ARE CONNECTED TO EMERGENCY GENERATOR.



NOTE:
CONTRACTOR IS RESPONSIBLE FOR UPDATING ALL PANEL SCHEDULES
WITH CURRENT DESCRIPTIONS OF ALL BRANCH CIRCUIT DESIGNATIONS

NOTE:
CONTRACTOR IS RESPONSIBLE FOR UPDATING ALL PANEL SCHEDULES
WITH CURRENT DESCRIPTIONS OF ALL BRANCH CIRCUIT DESIGNATIONS

1. PROVIDE HACR TYPE CIRCUIT BREAKER

TABULATION	TOTAL LOAD	DEMAND FACTOR	DEMAND LOAD
MEASURED			
LIGHTING			
COOLING	60000	1.00	60000
HEATING	22500		
RECEPTACLE			
MISCELLANEOUS	23400	1.00	23400
KITCHEN EQUIP			
LARGEST MOTOR			
TOTAL DEMAND LOAD		83400 VA	
TOTAL DEMAND AMPS		100.3 A	

PROVIDE HACR TYPE CIRCUIT BREAKER
FIELD VERIFY EXACT RADIO EQUIPMENT

TABULATION	TOTAL LOAD	DEMAND FACTOR	DEMAND LOAD
MEASURED			
LIGHTING			
COOLING			
HEATING			
RECEPTACLE	46920	0.61	28460
MISCELLANEOUS	800	1.00	800
KITCHEN EQUIP			
LARGEST MOTOR			
TOTAL DEMAND LOAD		26260 VA	
TOTAL DEMAND AMPS		81.2 A	

1. PROVIDE HACR TYPE CIRCUIT BREAKER

TABULATION	TOTAL LOAD	DEMAND FACTOR	DEMAND LOAD
MEASURED			
LIGHTING			
COOLING	24705	1.00	24705
HEATING			
RECEPTACLE			
MISCELLANEOUS			
KITCHEN EQUIP			
LARGEST MOTOR			
TOTAL DEMAND LOAD		24705 VA	
TOTAL DEMAND AMPS		29.7 A	

. PROVIDE HACR TYPE CIRCUIT BREAKER

TABULATION	TOTAL LOAD	DEMAND FACTOR	DEMAND LOAD
MEASURED			
LIGHTING			
COOLING			
HEATING			
RECEPTACLE			
MISCELLANEOUS			
KITCHEN EQUIP			
LARGEST MOTOR			
TOTAL DEMAND LOAD		VA	
TOTAL DEMAND AMPS		A	

LIGHTING FIXTURE SCHEDULE							
TYPE	MANUFACTURER	CATALOG NO.	MOUNTING	VOLT	LAMP	REMARKS	NOTES
A	LITHONIA	2BLT4-40L-ADSM-GZ10-LP835	RECESSED	UNV	32W LED	2X4 LED TROFFER, 4000 LUMEN OUTPUT & 35K LEDS	
AE	LITHONIA	2BLT4-40L-ADSM-GZ10-LP835-EL14L	RECESSED	UNV	32W LED	2X4 LED TROFFER, 4000 LUMEN OUTPUT, 35K LEDS & 1400 LUMEN BATTERY BACK-UP	3
A2	LITHONIA	2BLT4-48L-ADSM-GZ1-LP835	RECESSED	UNV	37W LED	2X4 LED TROFFER, 4800 LUMEN OUTPUT & 35K LEDS	
A2E	LITHONIA	2BLT4-48L-ADSM-GZ1-LP835-EL14L	RECESSED	UNV	37W LED	2X4 LED TROFFER, 4800 LUMEN OUTPUT, 35K LEDS & 1400 LUMEN BATTERY BACK-UP	3
B	LITHONIA	LDN6 35/20 L06AR SS MVOLT GZ10	RECESSED	UNV	23W LED	6" RECESSED LED DOWNLIGHT WITH 55 DEG OPTICS AND 10% DIMMING	
BE	LITHONIA	LDN6 35/20 L06AR SS MVOLT GZ10 ELSO	RECESSED	UNV	23W LED	6" RECESSED LED DOWNLIGHT WITH 55 DEG OPTICS, 10% DIMMING AND SELF-TEST BATTERY BACK-UP	3
B2	LITHONIA	LDN6 35/20 L06AR SS MVOLT GZ1	RECESSED	UNV	23W LED	6" RECESSED LED DOWNLIGHT WITH 55 DEG OPTICS AND 1% DIMMING	
B2E	LITHONIA	LDN6 35/20 L06AR SS MVOLT GZ1 ELSO	RECESSED	UNV	23W LED	6" RECESSED LED DOWNLIGHT WITH 55 DEG OPTICS, 1% DIMMING AND SELF-TEST BATTERY BACK-UP	3
B3	ALPHABET BY LEDRA BRANDS	NUS RA SW 25LM 35K SO D50 UNV 10V C WH WH	RECESSED	UNV	20W LED	6" ADJUSTABLE LED DOWNLIGHT WITH 2000 LUMEN OUTPUT, 35K LEDS, 1% DIMMING & WHITE TRIM AND BEZEL	
B3E	ALPHABET BY LEDRA BRANDS	NUS RA SW 25LM 35K SO D50 UNV 10V C WH WH EM12	RECESSED	UNV	20W LED	6" ADJUSTABLE LED DOWNLIGHT WITH 2000 LUMEN OUTPUT, 35K LEDS, 1% DIMMING & WHITE TRIM & BEZEL WITH BATTERY BACK-UP	3
C	LITHONIA	2BLT2 33L ADSM MVOLT GZ10 LP835	RECESSED	UNV	30W LED	2X2 LED TROFFER, 3300 LUMEN OUTPUT & 35K LEDS	
CE	LITHONIA	2BLT2 33L ADSM MVOLT GZ10 LP835 EL14L	RECESSED	UNV	30W LED	2X2 LED TROFFER, 3300 LUMEN OUTPUT, 35K LEDS & 1400 LUMEN BATTERY BACK-UP	3
C2	LITHONIA	2BLT2 40L ADSM MVOLT GZ1 LP835	RECESSED	UNV	39W LED	2X2 LED TROFFER, 4200 LUMEN OUTPUT & 35K LEDS	
C2E	LITHONIA	2BLT2 40L ADSM MVOLT GZ1 LP835 EL14L	RECESSED	UNV	39W LED	2X2 LED TROFFER, 4200 LUMEN OUTPUT, 35K LEDS & 1400 LUMEN BATTERY BACK-UP	3
D	LITHONIA	WL14 40L MVOLT GZ10 LP835 MS07	SURFACE	UNV	32W LED	4" LED WALL BRACKET FIXTURE WITH ACRYLIC LENS, 4000 LUMEN, 35K LEDS AND INTEGRAL SENSOR	1
F	KENALL	RMCD TG 1/4 45L35K DCC DV 1/ G 1	RECESSED	UNV	46W LED	2X2 LED, 16 GA HOUSING & DOOR, ACRYLIC & POLYCARBONATE LENS & TORK FASTNERS	
FE	KENALL	RMCD TG 1/4 45L35K DCC DV 1/ G 1 LEL	RECESSED	UNV	46W LED	2X2 LED, 16 GA HOUSING & DOOR, ACRYLIC & POLYCARBONATE LENS, TORK FASTNERS & BACK-UP BATTERY	3
G	LITHONIA	ZL10 L48 SMR 5000LM FST MVOLT 3500K SO CRI WH ZACVH	SUSPENDED	UNV	41W LED	4" LED STRIP WITH 5000 LUMEN OUTPUT, 35K LEDS & ACC HANGERS	2
U	TIVOLI	TP1-SB-435K-24-10 (2)MIN-CHAN SLV-6.5 (2)MIN-OPS-6.5 / POWER SUPPLY	SURFACE	UNV	30W LED	10" TAPE LIGHT WITH MINI CHANNEL & POWER SUPPLY. PROVIDE ALL NECESSARY ACCESSORIES.	2
EM	LITHONIA	ELM2L UVOLT LTP SDRT	SURFACE	UNV	LED	220 LUMEN OUTPUT EMERGENCY FIXTURE WITH AIMABLE OPTICS & LITHIUM BATTERY	
X	LITHONIA	LQM S W 3 R 120/27 EL N SD	SURFACE	UNV	LED	UNIVERSAL MOUNT THERMOPLASTIC EXT WITH RED LED LETTERS & N-CAD BATTERY	4

A RENOVATION FOR THE
WILLIAMSON COUNTY JUSTICE CENTER
405 MARTIN LUTHER KING DRIVE, GEORGETOWN, TEXAS. 78626

100% Construction Documents

DATE: 07.21.2020
DRAWN: W&G

No.	Description	Date
1	Addendum #3	9.4.20
2	ASI #1	10.26.20

ELECTRICAL PANEL SCHEDULES

E-402

CONTRACTOR

Steinbomer

A/E

HCS Inc.

Contractor

1/28/21

Date of issuance

Williamson County Justice Renovation

Project Title

**CHANGE PROPOSAL
REQUEST (CPR)****NO.****7**

1499-2929

Project No.

Change RR Base Price Difference

Interim Change Auth. No. (if any)

Changes made by Williamson County D. Team

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
P10 Floorscapes	\$7908.00	HCS Inc. 10% O&P	\$790.80	HCS Inc. 3% B&I	\$237.24	\$8936.04
		HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	\$0.00
		HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00

	Hours	Rate			
HCS Inc. Supervision	0	\$65	\$0.00		
HCS Inc. Proj. Mgmt.	0	\$85	\$0.00		
HCS Subtotal:			\$0.00	15% Markup	\$0.00
				3% B&I	\$0.00

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT****\$8936.04**PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME****0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow

Contractor Name (typed or printed)



Contractor Signature

4/19/21

Date

ROUTING INFORMATION: See "ROUTING INFORMATION" at bottom of Part A of CHANGE ORDER REQUEST.**APPROVED**

By Tom Stanfield at 7:35 am, May 11, 2021

Proposal Base

Date April 16, 2021

Contractor: P10 Floorscapes
11701 Bee Cave Rd. Suite 208
Austin, TX 78738

Client: HCS Inc.
500 Shell Stone Trail
Georgetown, TX 78628



Project: WILCO
405 Martin Luther King Dr.
Georgetown, TX 78626

Description: This proposal includes all materials and labor to complete the following scope of work unless otherwise specified:

WILCO
Proposal Base

Services to include:

ADD:	Newly selected grey cove base	\$10,224.00
	Original build up base credited	\$2,316.00

TOTAL \$7,908.00

Respectfully Submitted By,

Nick Provopoulos M: 512.801.7710

We look forward to doing business with you.
Please notify Paramount in writing if we are to proceed with this work.

Sign X _____ Date _____
HCS Inc.
Authorized Signature

CONTRACTOR

Steinbomer

A/E

HCS Inc.

Contractor

1/28/21

Date of issuance

Williamson County Justice Renovation

Project Title

**CHANGE PROPOSAL
REQUEST (CPR)****NO.****8**

1499-2929

Project No.

Relocate SS Line

Interim Change Auth. No. (if any)

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
Lugo's Plumbing	\$21,000.00	HCS Inc. 10% O&P	\$2,100.00	HCS Inc. 3% B&I	\$630.00	\$23,730.00
		HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	\$0.00
		HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00

	Hours	Rate			
HCS Inc. Supervision	0	\$65	\$0.00		
HCS Inc. Proj. Mgmt.	0	\$85	\$0.00		
HCS Subtotal:			\$0.00	15% Markup	\$0.00
				3% B&I	\$0.00

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT****\$23,730.00**PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME****15**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow

Contractor Name (typed or printed)



Contractor Signature

4/10/21

Date

ROUTING INFORMATION: See "ROUTING INFORMATION" at bottom of Part A of CHANGE ORDER REQUEST.**APPROVED**

By Tom Stanfield at 8:24 am, May 07, 2021

**LUGO'S PLUMBING
REMODELING AND NEW
CONSTRUCTION**

Job Name: WCJC

Date: 4/6/21

Re:

Description:

Sanitary Sewer / replacement

Description	Qty.	Ea	Unit PRICE	Total	UNIT HRS	HRS
4" Sewer line	175	LF	\$ 20.00	\$ 3,500.00		30.00
Remove existing line	175	LF				28.00
Excavation equipment	1	LS	\$ 2,500.00	\$ 2,500.00		30.00
clean outs	3	ea	\$ 700.00	\$ 2,100.00		8.00
Materials haul of	20	YD	\$ 60.00	\$ 1,200.00		-
Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00		
Sand/pee gravel	1	LS	\$ 600.00	\$ 600.00		

ea	\$ -	\$ -	0	-
Material		\$ 14,900.00	TOTAL HRS	96.00
SALES TAX		\$ -	X	\$ 35.00
		\$ 14,900.00		\$ 3,360.00

LABOR	\$ 3,360.00
Burden	\$ -
Material	\$ 14,900.00
15% O&P	\$ 2,740.00
sub total	\$ 21,000.00
TOTAL	\$ 21,000.00

Alternate No 1

Lugo's Plumbing Service LLC
Remodeling and New Construction
500 N Ave E
Elgin, TX 78621
License Nbr: M39443
Phone Nbr: 512.507.4677

Plumbing and Utilities

Texas State
Board of Plumbing Examiners
929 East 41st St
Austin TX 78751
Office Nbr: 512.936.5200
Fax Nbr: 512.584.0637

JOB:

Williamson County Justice Center

LUGOS PLUMBING WILL SUPPLY THE NECESSARY MATERIAL, LABOR AND EQUIPMENT TO COMPLETE APPROXIMATELY 175LF OF SANITARY SEWER LINE REPLACEMENT ON THE MENTIONED PROJECT FOR THE NET SUM \$21,000.00 THIS PRICE IS IN STRICT ACCORDANCE WITH THE ASSESSMENT/INSPECTION PERFORMED

WE INCLUDED:

A DETAIL INSPECTION WAS PERFORMED AND WE FIND SEVERAL COLLAPSED AND BLOCKED AREAS IN THE EXISTING LINE.
REMOVE AND REPLACE EXISTING S.S. LINE IN THE WEST SIDE OF THE BUILDING AS SHOWING IN THE ATTACHED PLAN.

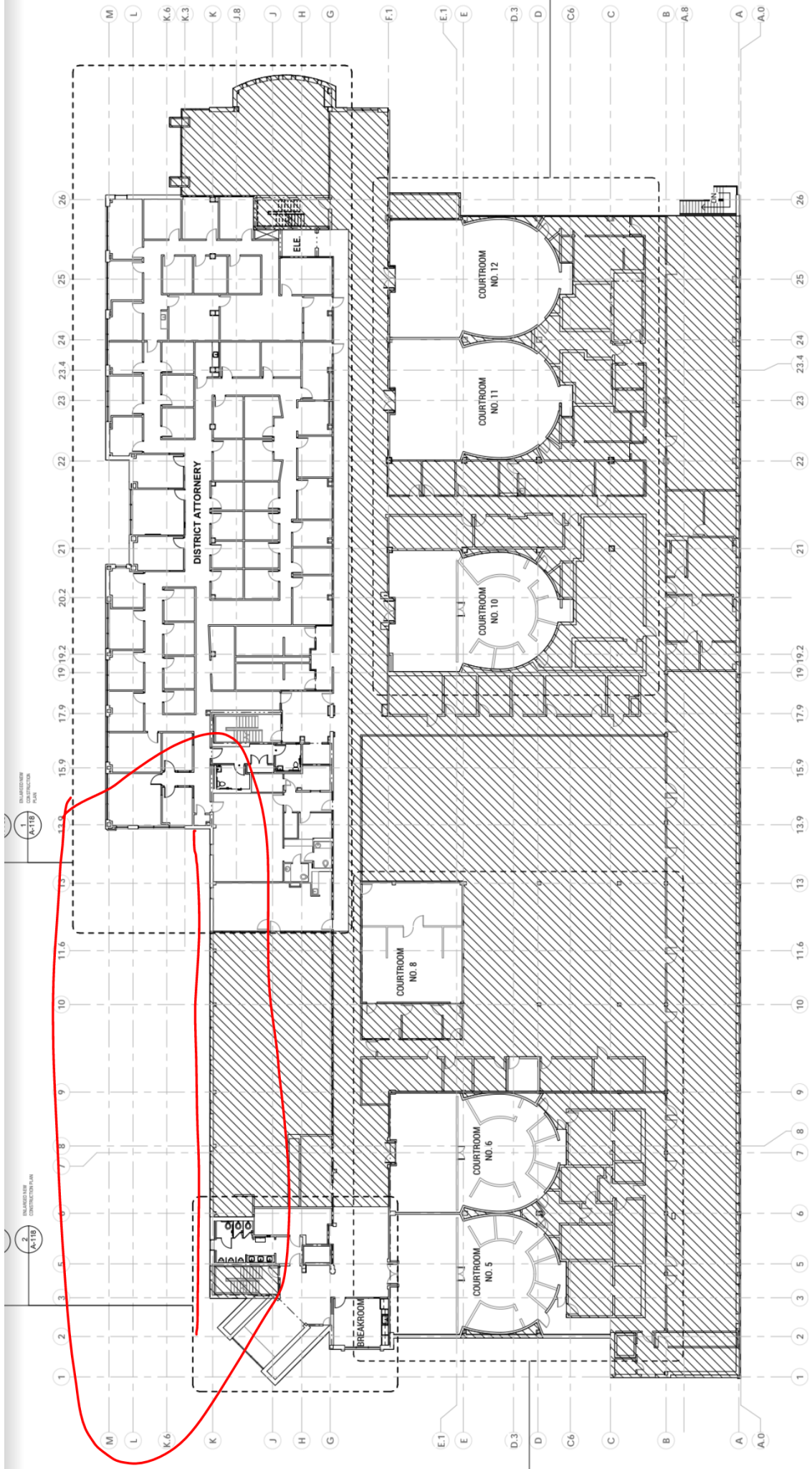
WE EXCLUDED:

ALTERNATE LIFT STATION (if necessary)
Add approximately \$15,000.00 depending on engineers lift station design

IF YOU HAVE ANY QUESTIONS PLEASE CALL

SINCERELY,

Salvador Lugo



CONTRACTOR

Steinbomer

A/E

HCS Inc.

Contractor

1/28/21

Date of issuance

Williamson County Justice Renovation

Project Title

**CHANGE PROPOSAL
REQUEST (CPR)****NO.****10**

1499-2929

Project No.

Door Credit

Interim Change Auth. No. (if any)

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
Arch. Division 8	-\$5,894.00	HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	-\$5,894.00
		HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	\$0.00
		HCS Inc. 10% O&P	\$0.00	HCS Inc. 3% B&I	\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00
			\$0.00		\$0.00	\$0.00

	Hours	Rate			
HCS Inc. Supervision	0	\$65	\$0.00		
HCS Inc. Proj. Mgmt.	0	\$85	\$0.00		
HCS Subtotal:			\$0.00	15% Markup	\$0.00
				3% B&I	\$0.00

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT****-\$5,894.00**PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME****0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow

Contractor Name (typed or printed)

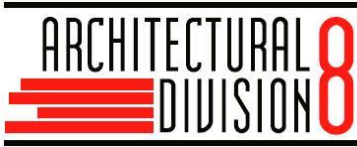


Contractor Signature

4/29/21

Date

ROUTING INFORMATION: See "ROUTING INFORMATION" at bottom of Part A of CHANGE ORDER REQUEST.



2425 Brockton St San Antonio Tx 78217
Phone: (210) 826-6616

DOORS • AUTOMATIC DOORS • FRAMES • HARDWARE SALES • REPAIRS • INSTALLATION

Date: 2/23/2021

Change Proposal No: 1

Customer: HCS Inc.

PAGES: 2

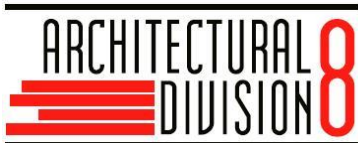
Project Name: Williamson Co. Justice Center Remodel

Architectural Division 8 proposes to furnish the above listed party (Hereinafter called "Contractor") the following materials and / or labor for the above listed structure for their consideration.

CHANGE PROPOSAL

PR# 1

-1	Single Door #203	HALL 227 to D.A. OFFICE 203	90	LH
1	Single Door #203	HALL 227 to D.A. OFFICE 203	90	LH
-1	3070 1 3/4 WD 5507 QM RIWO FG STAVE AL18 LH (HN; LITE_CUTOUT; ML; VT1)			
-1	SQ 16 CRS 700 SGL 3070 Weld LH (45R; A01_MSZ1-; PREP_MUTES; S; FW3SF2)			
-3	Hinges	5BB1 4 1/2 x 4 1/2	652	IV
-1	Lockset	45H-7A16H PREM	LH	626
-3	Door Silencer	SR64	GRY	IV
-1	Single Door #209	HALL 227 to OFFICE 209	90	RH
1	Single Door #209	HALL 227 to OFFICE 209	90	RH
-1	3070 1 3/4 WD 5507 QM RIWO FG STAVE AL18 RH (HN; LITE_CUTOUT; ML; VT1)			
-1	SQ 16 CRS 700 SGL 3070 Weld RH (45R; A01_MSZ1-; PREP_MUTES; S; FW3SF2)			
-3	Hinges	5BB1 4 1/2 x 4 1/2	652	IV
-1	Lockset	45H-7A16H PREM	RH	626
-3	Door Silencer	SR64	GRY	IV
-1	Single Door #211	HALL 227 to OFFICE 211	90	RH
1	Single Door #211	HALL 227 to OFFICE 211	90	RH
-1	3070 1 3/4 WD 5507 QM RIWO FG STAVE AL18 RH (HN; LITE_CUTOUT; ML; VT1)			
-1	SQ 16 CRS 700 SGL 3070 Weld RH (45R; A01_MSZ1-; PREP_MUTES; S; FW3SF2)			
-3	Hinges	5BB1 4 1/2 x 4 1/2	652	IV
-1	Lockset	45H-7A16H PREM	RH	626
-3	Door Silencer	SR64	GRY	IV
-1	Single Door #218	HALL 227 to SECRETARY 218	90	RH
1	Single Door #218	HALL 227 to SECRETARY 218	90	RH
-1	3070 1 3/4 WD 5507 QM RIWO FG STAVE AL18 RH (HN; LITE_CUTOUT; ML; VT1)			
-1	SQ 16 CRS 714 SGL 3070 Weld RH (45R; A01_MSZ1-; PREP_MUTES; S; FW3SF2)			
-3	Hinges	5BB1 4 1/2 x 4 1/2	652	IV
-1	Lockset	45H-7A16H PREM	RH	626
-3	Door Silencer	SR64	GRY	IV



2425 Brockton St San Antonio Tx 78217
Phone: (210) 826-6616

DOORS • AUTOMATIC DOORS • FRAMES • HARDWARE SALES • REPAIRS • INSTALLATION

-1	Single Door #219	HALL 227 to CONFERENCE 219	90 LH
1	Single Door #219	HALL 227 to CONFERENCE 219	90 LH
-1	3070 1 3/4 WD 5507 QM RIWO FG STAVE AL18 LH (HN; LITE_CUTOUT; ML; VT1)		
-1	SQ 16 CRS 714 SGL 3070 Weld LH (45R; A01_MSZ1-; PREP_MUTES; S; FW3SF2)		
-3	Hinges	5BB1 4 1/2 x 4 1/2	652 IV
-1	Lockset	45H-7A16H PREM	LH 626 BE
-3	Door Silencer	SR64	GRY IV
-1	Single Door #230B	HALL 227 to HALL 263	90 LH
1	Single Door #230B	HALL 227 to HALL 263	90 LH
-1	3070 1 3/4 WD 5507 QM RIWO F STAVE AL18 LH (HN; ML)		
1	3070 1 3/4 WD 5507 QM RIWO FG STAVE AL18 LH (HN; LITE_CUTOUT; ML; VT1)		
-1	Single Door #254	HALL 227 to WITNESS 254	90 RH
1	Single Door #254	HALL 227 to WITNESS 254	90 RH
-1	3070 1 3/4 WD 5507 QM RIWO FG STAVE AL18 RH (HN; LITE_CUTOUT; ML; VT1)		
-1	SQ 16 CRS 700 SGL 3070 Weld RH (45R; A01_MSZ1-; PREP_MUTES; S; FW3SF2)		
-3	Hinges	5BB1 4 1/2 x 4 1/2	652 IV
-1	Lockset	45H-7A16H PREM	RH 626 BE
-3	Door Silencer	SR64	GRY IV
-1	Single Door #261	WAITING 261 to SUPPORT ROOM 262	90 RHR
1	Single Door #261	WAITING 261 to SUPPORT ROOM 262	90 RHR
-1	3070 1 3/4 WD 5P11 QM 45P RIWO F FD AL18 RHR (HN; ML)		
-1	SQ 16 CRS 700 SGL 3070 Weld CU LH (45R; A01_MSZ1-; H1; S; FW3SF2)		
-3	Hinges	5BB1 4 1/2 x 4 1/2	652 IV
-1	Lockset	45H-7R16H PREM	RHR 626 BE
-1	Closer	4040 XP RW/PA	AL LC
-1	Kickplate	8400 10" x 34" B-CS	US32D IV
-1	Door Seal	188SBK 1 x 36" 2 x 84"	ZE

Section Totals

Finish Hardware	(2,864.00)
Hollow Metal Frames	(838.00)
Wood Doors	(2,192.00)

Grand Total (5,894.00)

Terms: QUOTE VOID AFTER 30 DAYS

APPROVED

By Tom Stanfield at 10:36 am, Jun 08, 2021

Commissioners Court - Regular Session**24.****Meeting Date:** 07/13/2021

Authorize issuance of RFP T4821 Williamson County Integrated Pest Management Services

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 proposals for Williamson County Integrated Pest Management Services under RFP #T4821.

Background

Williamson County is seeking qualified firms to submit proposals for Integrated Pest Management Services for various facilities maintained by Williamson County, as detailed in the specifications. Initial contract term to start October 1, 2021 through September 30, 2023, contingent upon FY22 budget approval. Point of Contact: Christi Stromberg/Shantil Moore. Funding Source: 01.0100.0509.3319.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 07/07/2021

Reviewed By

Kerstin Hancock

Andrea Schiele

Date

07/07/2021 02:31 PM

07/07/2021 03:59 PM

Started On: 07/06/2021 03:04 PM

Commissioners Court - Regular Session**25.****Meeting Date:** 07/13/2021

Final plat for the Highlands at Mayfield Ranch Section 3A subdivision – Pct 3

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 3A subdivision – Precinct 3.

Background

This is the next section of the Highlands at Mayfield Ranch development. It consists of 7 single-family lots, 1 open space lot and no new public roads. Roadway and drainage construction is not yet complete, but a financial security in the amount of \$23,149.23 has been posted with the County to cover the cost of the remaining construction.

Timeline

2021-05-07 – initial submittal of final plat application

2021-06-04 – 1st review complete with comments

2021-06-11 – 2nd submittal of final plat

2021-06-26 – 2nd review complete with comments clear except completing construction

2021-07-07 – receipt of final plat with all signatures and a financial security received for the remaining construction

2021-07-08 – final plat placed on the July 13, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

final plat - Highland at Mayfield Ranch 3A

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 07/08/2021

Reviewed By

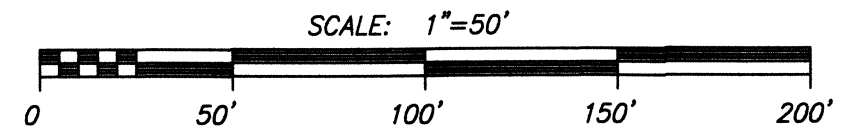
Andrea Schiele

Date

07/08/2021 08:22 AM

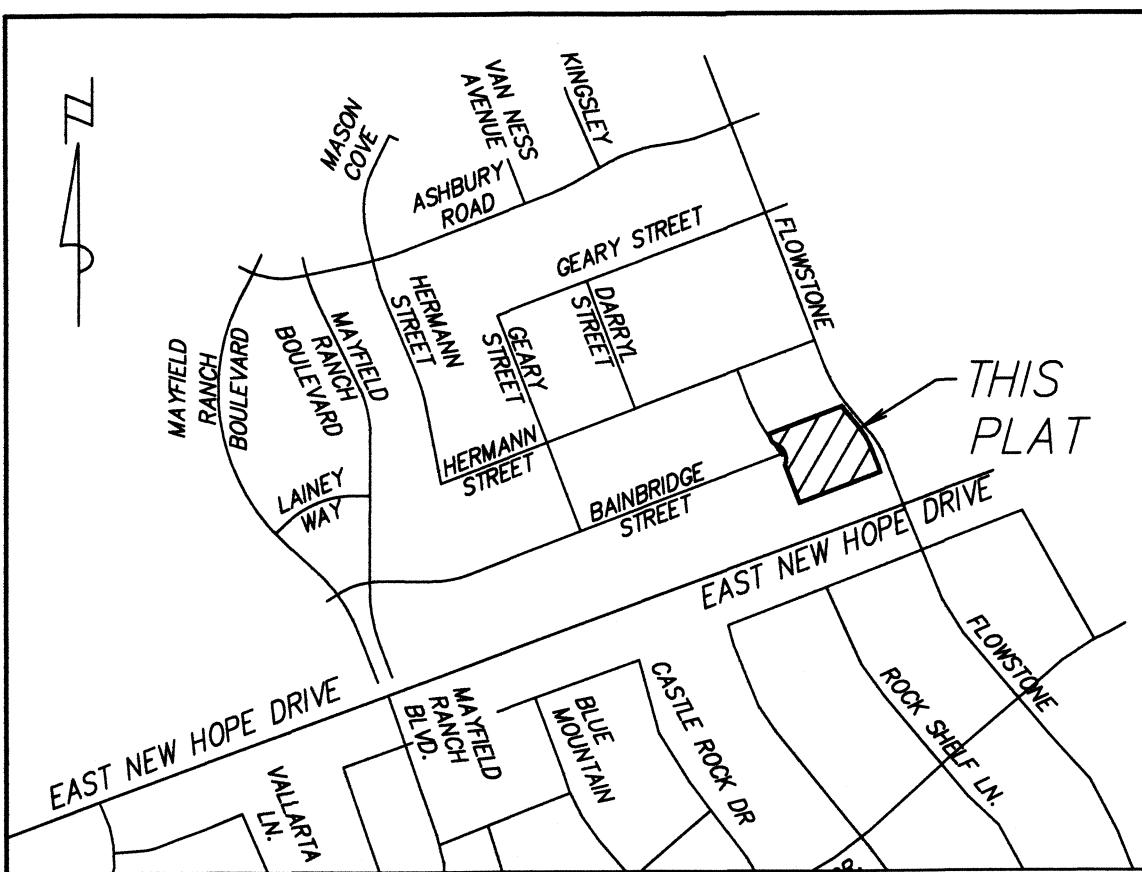
Started On: 07/07/2021 11:13 PM

FINAL PLAT OF
HIGHLANDS AT MAYFIELD RANCH SECTION 3A
WILLIAMSON, COUNTY, TEXAS



LEGEND:

- = FOUND 1/2" IRON ROD
- = SET IRON ROD WITH "RJ SURVEYING" CAP
- Ⓜ = BLOCK NAME
- BL = BUILDING SETBACK LINE
- PUE = PUBLIC UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- OS = OPEN SPACE
- DRWC = DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



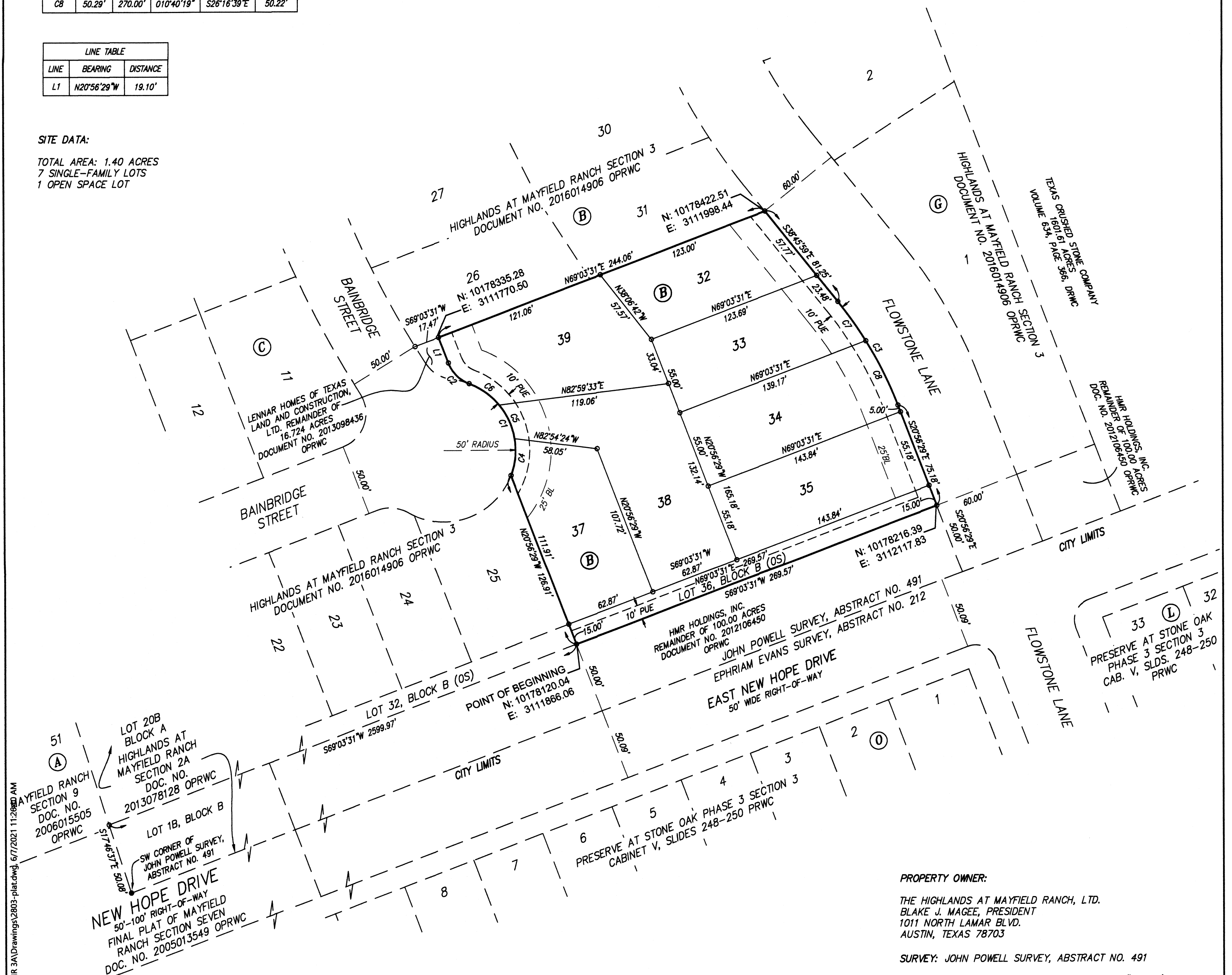
LOCATION MAP
SCALE: 1" = 600'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CH. DIST.
C1	78.46'	50.00'	089°54'43"	N24°10'31"W	70.66'
C2	21.03'	25.00'	048°11'23"	N45°02'11"W	20.41'
C3	84.00'	270.00'	017°49'29"	S29°51'14"E	83.66'
C4	26.15'	50.00'	029°58'14"	N05°47'43"E	25.86'
C5	26.15'	50.00'	029°58'14"	N24°10'31"W	25.86'
C6	26.15'	50.00'	029°58'14"	N54°08'45"W	25.86'
C7	33.71'	270.00'	007°09'10"	S35°11'23"E	33.69'
C8	50.29'	270.00'	010°40'19"	S26°16'39"E	50.22'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°56'29"W	19.10'

SITE DATA:

TOTAL AREA: 1.40 ACRES
7 SINGLE-FAMILY LOTS
1 OPEN SPACE LOT



PROPERTY OWNER:

THE HIGHLANDS AT MAYFIELD RANCH, LTD.
BLAKE J. MAGEE, PRESIDENT
1011 NORTH LAMAR BLVD.
AUSTIN, TEXAS 78703

SURVEY: JOHN POWELL SURVEY, ABSTRACT NO. 491

DATE: DECEMBER 9, 2019 SCALE: 1" = 50'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

FINAL PLAT OF
HIGHLANDS AT MAYFIELD RANCH SECTION 3A
WILLIAMSON, COUNTY, TEXAS

LEGAL DESCRIPTION:

THAT PART OF THE JOHN POWELL SURVEY, ABSTRACT NO. 491, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 1.40 ACRE TRACT OF LAND CONVEYED TO THE HIGHLANDS AT MAYFIELD RANCH, LTD. BY DEED RECORDED IN DOCUMENT NO. 2019114359 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC) AND DESCRIBED BY METES AND BOUNDS IN THE DEDICATION DEED TO THE CITY OF ROUND ROCK, TEXAS RECORDED IN DOCUMENT NO. 2013087001, OPRWC, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE SOUTHWEST CORNER OF SAID 1.40 ACRE TRACT, BEING THE SOUTHEAST CORNER OF LOT 32, BLOCK B OF HIGHLANDS AT MAYFIELD RANCH SECTION 3 ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2016014906, OPRWC, BEING ON THE NORTH LINE OF THE REMAINDER OF THAT 100.00 ACRE TRACT CONVEYED TO HMR HOLDINGS, INC. BY DEED RECORDED IN DOCUMENT NO. 2012106450, OPRWC, FROM WHICH A 1/2" IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF NEW HOPE DRIVE (50'-100' WIDE RIGHT-OF-WAY) MONUMENTING THE SOUTHWEST CORNER OF THE JOHN POWELL SURVEY, ABSTRACT NO. 491 AND THE SOUTHWEST CORNER OF LOT 1B, BLOCK B, HIGHLANDS AT MAYFIELD RANCH SECTION 2A ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2013078128, OPRWC, SAME BEING AN INSIDE CORNER ON THE NORTH LINE OF MAYFIELD RANCH SECTION SEVEN ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2005013549, OPRWC, BEARS S69°03'31"W A DISTANCE OF 2599.97 FEET AND S17°46'37"E A DISTANCE OF 50.08 FEET;

THENCE ALONG THE WEST LINE OF SAID 1.40 ACRE TRACT, BEING THE EAST LINE OF SAID LOT 32 AND LOT 25, BLOCK B OF SAID HIGHLANDS AT MAYFIELD RANCH SECTION 3, N20°56'29"W A DISTANCE OF 126.91 FEET TO A 1/2" IRON ROD SET ON THE SOUTH CURVING RIGHT-OF-WAY OF BAINBRIDGE STREET (50' RADIUS AT THIS POINT), BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;

THENCE NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 78.46 FEET, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°54'43", AND A CHORD BEARING N24°10'31"W, 70.66 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING AT THE SOUTH CORNER OF THE REMAINDER OF THAT 16.724 ACRE TRACT CONVEYED TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. BY DEED RECORDED IN DOCUMENT NO. 2013098436, OPRWC;

THENCE LEAVING THE RIGHT-OF-WAY OF SAID BAINBRIDGE STREET AND ALONG THE WEST LINE OF SAID 1.40 ACRE TRACT, BEING THE EAST LINE OF SAID 16.724 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

1. NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 21.03 FEET, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°11'23", AND A CHORD BEARING N45°02'11"W, 20.41 FEET TO A 1/2" IRON ROD SET;
2. N20°56'28"W A DISTANCE OF 19.10 FEET TO A 1/2" IRON ROD SET FOR THE NORTHWEST CORNER OF SAID 1.40 ACRE TRACT ON THE SOUTH LINE OF LOT 26, BLOCK B OF SAID HIGHLANDS AT MAYFIELD RANCH SECTION 3, FROM WHICH THE SOUTHWEST CORNER OF SAID LOT 26, BLOCK B, BEING THE NORTHWEST CORNER OF SAID 16.724 ACRE TRACT BEARS S69°03'31"W A DISTANCE OF 17.47 FEET;

THENCE ALONG THE NORTH LINE OF SAID 1.40 ACRE TRACT, BEING THE SOUTH LINE OF LOT 26 AND LOT 31, BLOCK B OF SAID HIGHLANDS AT MAYFIELD RANCH SECTION 3, N69°03'31"E A DISTANCE OF 244.06 FEET TO A 1/2" IRON ROD SET FOR THE NORTHEAST CORNER OF SAID 1.40 ACRE TRACT, BEING THE SOUTHEAST CORNER OF SAID LOT 31, BLOCK B, ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF FLOWSTONE LANE (60' WIDE RIGHT-OF-WAY);

THENCE ALONG THE EAST LINE OF SAID 1.40 ACRE TRACT, BEING THE WEST RIGHT-OF-WAY LINE OF SAID FLOWSTONE LANE, THE FOLLOWING THREE (3) COURSES:

1. S38°45'59"E A DISTANCE OF 81.25 FEET TO A 1/2" IRON ROD SET FOR A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
2. SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 84.00 FEET, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 17°49'29", AND A CHORD BEARING S29°51'14"E, 83.66 FEET TO A 1/2" IRON ROD SET;
3. S20°56'29"E A DISTANCE OF 75.18 FEET TO A 1/2" IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID 1.40 ACRE TRACT, BEING THE NORTHEAST CORNER OF SAID 100.00 ACRE TRACT;

THENCE ALONG THE SOUTH LINE OF SAID 1.40 ACRE TRACT, BEING THE NORTH LINE OF SAID 100.00 ACRE TRACT, S69°03'31"W A DISTANCE OF 269.57 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 1.40 ACRES, MORE OR LESS.
ALL IRON RODS SET OR FOUND HAVE "RJ SURVEYING" CAPS UNLESS NOTED OTHERWISE.
BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.
WILLIAMSON CENTRAL APPRAISAL DISTRICT REFERENCE NUMBER R523593.

NOTES:

1. LOT 36, BLOCK B IS FOR LANDSCAPE AND OPEN SPACE PURPOSES AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR M. U. D.. NO SINGLE-FAMILY DWELLINGS ARE PERMITTED ON THIS LOT.
2. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
3. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FLOOD ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION (BFE), WHICHEVER IS HIGHER.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
6. WATER SERVICE WILL BE PROVIDED BY THE CITY OF GEORGETOWN. SEWER SERVICE WILL BE PROVIDED BY THE PARKSIDE AT MAYFIELD RANCH M.U.D..
7. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
8. ALL SIDEWALKS ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. IN THE EVENT THAT THE HOMEOWNERS ASSOCIATION SHALL BECOME INACTIVE, SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.
10. A 10' PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED BY THIS PLAT ALONG THE SOUTH SIDE OF LOT 36, BLOCK B AS SHOWN HEREON.
11. 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.
12. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0480F EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
13. 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.
14. 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.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT THE HIGHLANDS AT MAYFIELD RANCH, LTD., SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019114359 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 "HIGHLANDS AT MAYFIELD RANCH SECTION 3A".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23 DAY OF JUNE, 2021.

THE HIGHLANDS AT MAYFIELD RANCH, LTD., A TEXAS LIMITED PARTNERSHIP

BY: BJM MAYFIELD RANCH, GP, INC., A TEXAS CORPORATION,
ITS GENERAL PARTNER

BY:

Blake J. Magee
BLAKE J. MAGEE, PRESIDENT
THE HIGHLANDS AT MAYFIELD RANCH, LTD.
1011 NORTH LAMAR BOULEVARD
AUSTIN, TEXAS 78703

STATE OF TEXAS

COUNTY OF TRAVIS

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

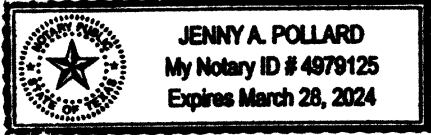
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 23 DAY OF JUNE, 2021 A.D.

BY:

Jenny A. Pollard
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: JENNY D. POLLARD

MY COMMISSION EXPIRES: 3/28/24



SURVEYOR'S CERTIFICATION

I, JOHN D. KIPP, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

John D. Kipp 06/07/2021
JOHN D. KIPP DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5844
STATE OF TEXAS



ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0480F EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

I, ISRAEL RAMIREZ, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

Israel Ramirez 06/07/21
ISRAEL RAMIREZ DATE
LICENSED PROFESSIONAL ENGINEER NO. 114495
STATE OF TEXAS



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 8th DAY OF JUNE, 2021 A.D.

Jenise Baker Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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 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 ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

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 Gravel Jr. COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: DECEMBER 9, 2019

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

Commissioners Court - Regular Session**26.****Meeting Date:** 07/13/2021

Preliminary plat for the Cole subdivision – Pct 2

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Cole subdivision – Precinct 2.

Background

This proposed subdivision consists of 1 lot and no new public roads.

Timeline

2021-05-27 – initial submittal of preliminary plat application

2021-06-23 – 1st review complete with comments

2021-06-29 – 2nd submittal of preliminary plat

2021-07-08 – 2nd review complete with comments cleared

2021-07-08 – preliminary plat placed on the July 13, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - Cole

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 07/08/2021

Reviewed By

Andrea Schiele

Date

07/08/2021 08:23 AM

Started On: 07/07/2021 11:14 PM

OWNER: TRACEY COLE
146 MEADOWLARK CIR
GEORGETOWN, TX 78626

ENGINEER: WAELTZ & PRETE, INC.
211 N. A.W. GRIMES BLVD.
ROUND ROCK, TEXAS 78665
(512)505-8953
FIRM TX. REG. #F-10308

ACREAGE: 1.901 ACRES

PATENT SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

SURVEYOR: DIAMOND SURVEYING, INC.
116 SKYLINE ROAD
GEORGETOWN, TEXAS 78628
(512)931-3100
T.B.P.E.L.S FIRM NO. 10006900

NUMBER OF BLOCKS: 1

NUMBER OF LOTS: 1

SUBMITTAL DATE: MAY 27, 2021

LINEAR FEET OF NEW STREETS: NONE

BENCHMARK: TBD

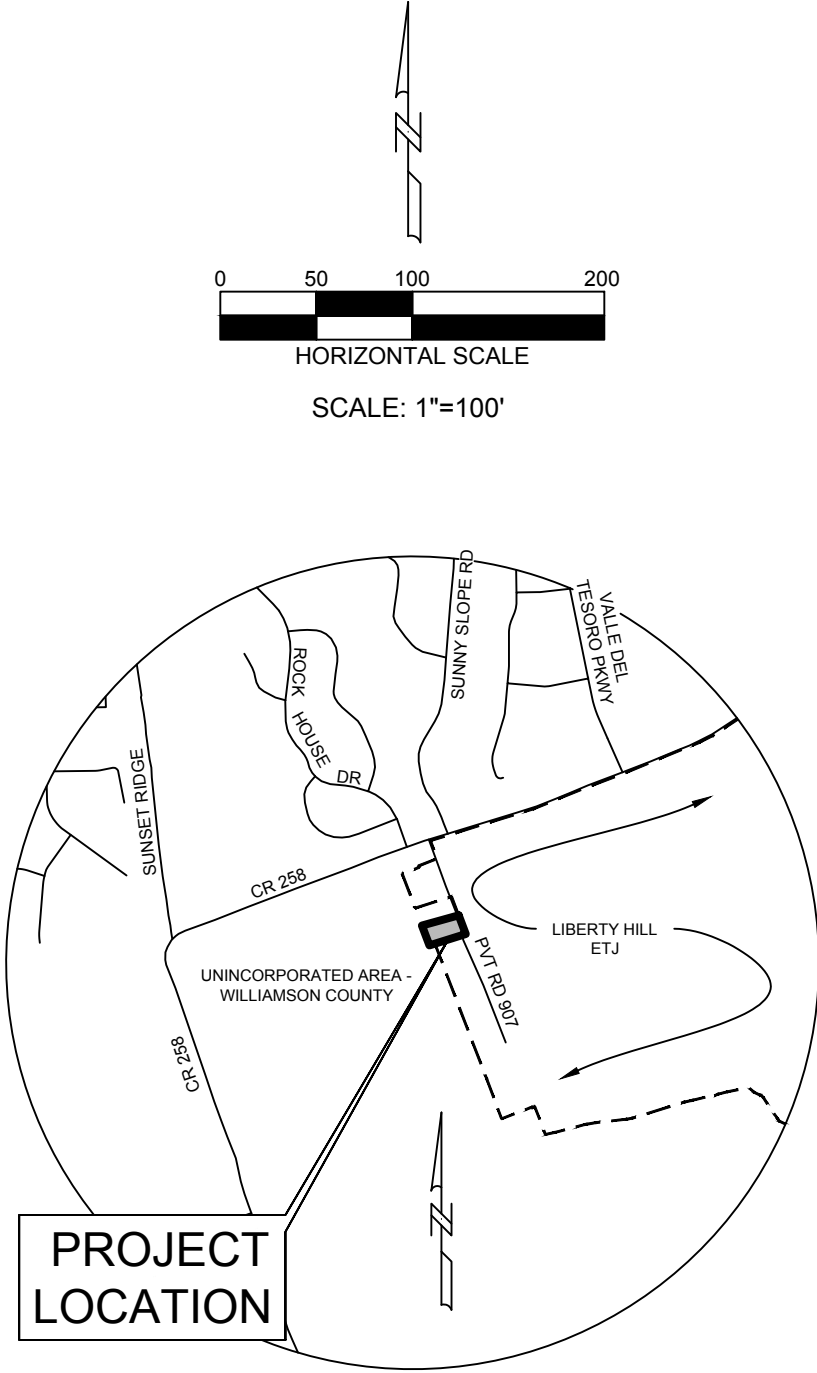
PLAT NOTES:

1. NO PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY TEXAS.
2. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
3. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.



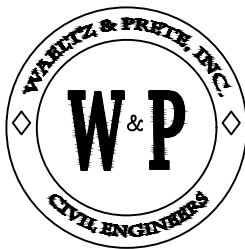
LEGEND

- | | | | |
|--------------|--------------------------|-----------|-----------------------|
| ○ | 1/2" IRON ROD SET | — — — — | PROPERTY BOUNDARY |
| ● | 1/2" IRON ROD FOUND | — — — — | ADJOINER LINE |
| ■ | CONCRETE MONUMENT FOUND | - - - - - | EASEMENT AND BUILDING |
| R.O.W. | RIGHT-OF-WAY | — X — | SETBACK LINE |
| | | | FENCE LINE |
| O.R.W.C.T. | OFFICIAL RECORDS | | |
| O.P.R.W.C.T. | WILLIAMSON COUNTY, TEXAS | | |
| P.R.W.C.T. | OFFICIAL PUBLIC RECORDS | | |
| | WILLIAMSON COUNTY, TEXAS | | |
| | PLAT RECORDS | | |
| | WILLIAMSON COUNTY, TEXAS | | |



VICINITY MAP
1" = 2000'

ENGINEER:



WAELTZ & PRETE, INC.
CIVIL ENGINEERS
211 N. A.W. GRIMES BLVD.
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308

SURVEYOR:

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

PRELIMINARY PLAT
COLE SUBDIVISION

Commissioners Court - Regular Session**27.****Meeting Date:** 07/13/2021

Indigent/Abandoned Burial

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 any necessary action to approve order for interment by cremation of deceased (Sandra L. McDaniel) who passed away in Justice of the Peace, Pct. 2 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Weed Corley Fish Funeral Homes & Cremation Services to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order for Interment

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 07/08/2021

Reviewed By

Andrea Schiele

Date

07/08/2021 11:41 AM

Started On: 07/08/2021 11:28 AM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Sandra L. McDaniel)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Sandra L. McDaniel (SSN xxx-xx-9867) passed away on June 26, 2021 at the age of 76 in Justice of the Peace, Pct. 2 of Williamson County, Texas while residing at: Cottonwood Creek Nursing and Rehabilitation, Cedar Park, Texas.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to cover the costs of interment.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains or falls to Williamson County at this time.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Weed Corley Fish Funeral Homes & Cremation Services is granted authority to cremate the deceased.

Signed and entered this _____ day of July, 2021.

Valerie Covey
Presiding Officer
Williamson County

Commissioners Court - Regular Session**28.****Meeting Date:** 07/13/2021

Indigent/Abandoned Burial

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 any necessary action to approve order for interment by cremation of deceased (Robin K. Hubbard) who passed away in Justice of the Peace, Pct. 1 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Weed Corley Fish Funeral Homes & Cremation Services to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order for Interment

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 07/08/2021

Reviewed By

Andrea Schiele

Date

07/08/2021 11:42 AM

Started On: 07/08/2021 11:35 AM

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Robin K. Hubbard)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Robin K. Hubbard (SSN xxx-xx-6304) passed away on June 15, 2021 at the age of 67 in Justice of the Peace, Pct. 1 of Williamson County, Texas while admitted at: Park Valley Inn Health Center, Round Rock, TX 78681.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to cover the costs of interment.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains or falls to Williamson County at this time.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Weed Corley Fish Funeral Homes & Cremation Services is granted authority to cremate the deceased.

Signed and entered this _____ day of July, 2021.

Valerie Covey
Presiding Officer
Williamson County

Commissioners Court - Regular Session**29.****Meeting Date:** 07/13/2021

Indigent/Abandoned Burial

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 any necessary action to approve order for interment by cremation of deceased (Eric Svenson) who passed away in Justice of the Peace, Pct. 2 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Weed Corley Fish Funeral Homes & Cremation Services to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order for Interment

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 07/08/2021

Reviewed By

Andrea Schiele

Date

07/08/2021 11:43 AM

Started On: 07/08/2021 11:38 AM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Eric Svenson)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Eric Svenson (SSN xxx-xx-1248) passed away on June 22, 2021 at the age of 69 in Justice of the Peace, Pct. 2 of Williamson County, Texas. Mr. Svenson's last known address is 301 Inspiration Dr., Liberty Hill, TX 78642.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to cover the costs of interment.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains or falls to Williamson County at this time.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Weed Corley Fish Funeral Homes & Cremation Services is granted authority to cremate the deceased.

Signed and entered this _____ day of July, 2021.

Valerie Covey
Presiding Officer
Williamson County

Commissioners Court - Regular Session**31.****Meeting Date:** 07/13/2021

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 06/29/2021

Reviewed By

Andrea Schiele

Date

06/29/2021 08:56 AM

Started On: 06/29/2021 08:55 AM

Commissioners Court - Regular Session**32.****Meeting Date:** 07/13/2021

DSRIP Resolution

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

Information**Agenda Item**

Discuss, consider and take appropriate action on resolution supporting an extension of the Delivery System Reform Incentive Payment (DSRIP) program through the Medicaid 1115 Transformation Waiver.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

DSRIP Resolution

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 06/29/2021

Reviewed By

Andrea Schiele

Date

06/29/2021 03:33 PM

Started On: 06/29/2021 01:34 PM

State of Texas
County of Williamson
Know all men by these presents:

That on the 13th day of July 2021, the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION
IN SUPPORT OF Extension of DSRIP Program

WHEREAS, in December 2011, the United States Centers for Medicare and Medicaid Services (CMS) approved a five-year healthcare funding program through the Medicaid 1115 Transformation Waiver (1115 Waiver) and extended it for an additional five-year period in December 2017; and

WHEREAS, that approved program included the Delivery System Reform Incentive Payment (DSRIP) Program that used regional partnerships to enhance healthcare options for uninsured Texans and expand access to care for Williamson County residents; and

WHEREAS, Williamson County's most vulnerable residents have benefited immensely from the DSRIP Program through regional partnerships with local hospital systems, Williamson Counties and Cities Health District, Bluebonnet Trails Community Services and safety net providers, drawing down millions of dollars in federal funds since the Program's inception that were used to meet the health care needs of uninsured/under-insured by providing timely access to care; and

WHEREAS, in January 2021, CMS approved a ten-year \$100 billion extension to the 1115 Waiver transitioning the DSRIP Program to a new Public Health Provider Charity Care Pool and Directed Payment Program for Behavioral Health Services; and

WHEREAS, on April 16, 2021, CMS rescinded the 1115 Waiver leaving the current waiver in effect until its expiration on September 30, 2022, while expiring the DSRIP Program on September 30, 2021; and

WHEREAS, if the DSRIP Program is not extended to September 30, 2022 or the DSRIP transition programs included within the now-rescinded 1115 Waiver are not approved, Williamson County will lose hundreds of thousands of dollars in health care and mental health support funding;

WHEREAS, the United States Department of Health and Human Services and CMS are encouraged to expeditiously approve an extension of the DSRIP Program through at least September 30, 2022; and

WHEREAS, the Texas Health and Human Services Commission is encouraged to quickly negotiate with CMS to extend the DSRIP Program to at least September 30, 2022 or seek an alternative structure that will allow the programs currently authorized by the DSRIP Program in Williamson County to continue unabated; and

WHEREAS, it is requested that the State of Texas and the Biden Administration work collaboratively for a speedy resolution to the DSRIP Program expiration, to allow Williamson County to continue to expand access to care for vulnerable residents; and

NOW THEREFORE BE IT RESOLVED that the Williamson County Commissioners Court supports an extension of the DSRIP program and encourages other Texas County Commissioners Courts, the Texas Association of Counties, the Conference of Urban Counties, and the County Judges, Sheriffs and Commissioners Associations to adopt resolutions and statements of support requesting an extension of this valuable program through at least September 30, 2022.

RESOLVED THIS 13TH DAY OF JULY 2021.

Judge Bill Gravell, Jr. – County Judge

Commissioners Court - Regular Session**33.****Meeting Date:** 07/13/2021

Veritas Well-Being

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an agreement between Williamson County and Veritas Well-Being, PLLC for a not-to-exceed amount of \$30,000 for treatment services for the Williamson County Veterans Treatment Court.

Background

Veritas Well-Being provides individual, group and family counseling for participants of the Williamson County Veterans Treatment Court and immediate dependents. Funding for the Master's Level Clinician comes from a grant from the Texas Veterans Commission. Veterans and their immediate families are able to receive prompt access to behavioral health treatment at no cost. These services include mental health assessments; individual, family and group counseling; creation of individualized care plans; therapeutic groups and training, and guidance to the project team on how to best serve the VTC participants. The evidence-based, best practice mental health services provided help veterans on their road to recovery and to become more productive members of the community by maintaining employment, becoming financially independent, and obtaining stable housing.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 06/29/2021

Reviewed By

Andrea Schiele

Date

06/29/2021 03:34 PM

Started On: 06/29/2021 02:01 PM

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
TEXAS VETERANS COMMISSION GRANT SERVICES**

THIS SERVICES CONTRACT ("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 Veritas Well-Being, PLLC ("Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold himself out as an agent or official representative of the County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. THE COUNTY WILL NOT BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE, WHETHER INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OF ANY KIND WHATSOEVER FOR ANY ACTS BY SERVICE PROVIDER OR FAILURE TO ACT RELATING TO THE SERVICES BEING PROVIDED. SERVICE PROVIDER AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE COUNTY AGAINST ANY CLAIM, DEMAND, LOSS, INJURY, DAMAGES, ACTION, OR LIABILITY OF ANY KIND AGAINST THE COUNTY RESULTING FROM ANY SERVICES SERVICE PROVIDER PERFORM ON BEHALF OF THE COUNTY.

II.

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.

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 rates set out in the attached Exhibit "A", which is incorporated herein as if copied in full. **The not-to-exceed amount under this Contract shall be \$30,000.00, 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.

VI.

Services: Service Provider shall provide and perform the services set out in the Scope of Services attached hereto as Exhibit "A". At all times under this Contract, Service Provider shall be *an independent contractor*. Service Provider expressly acknowledges that he or she is not an employee of the County.

VII.

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

VIII.

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.

IX.

Termination: Either party may terminate this Contract for convenience and without cause or further liability upon ten (10) business day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to Service Provider for services

provided and incurred to and including the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Contract for convenience.

X.

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.

XI.

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 IX above.

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.

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.

XV.

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.

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:

Bill Gravel, Jr., County Judge

Date: _____, 20__

SERVICE PROVIDER:

Veritas Well-Being, PLLC

Authorized Signature

Christin M. Alletky
Printed Name

Owner / Therapist
Title

Date: June 25, 2021

Exhibit "A"

In accordance with the **Veterans Treatment Court Grant and during the grant term**, Service Provider will provide and perform the following in accordance with the 'ensure that quality practice standards are met (p.18) of the Master's Level Clinician grant:

1. Consult/Staff with Specialty Court Judge, Court Coordinator or Program Case Manager in order to assess and plan for court participant treatment needs at a rate of \$55/hour.
2. Provide direct client services for individuals associated with the Williamson County Veterans Court at a rate of \$100/hour for a Licensed Professional & \$35/hour for a supervised Intern.
3. Administer assessment tools to participants for reevaluation to track progress \$75/hour.
4. Provide 90-minutes Family Counseling sessions for veteran participant and his/her family members at a rate of \$170/90-minute session with Licensed Clinician or \$60/90-minute session with a supervised Intern.
5. Provide 50-minute Family Counseling sessions for veteran participant and his/her family members at a rate of \$115/50-minute session with a Licensed Clinician or \$40/50 min session with a supervised Intern.
6. Provide billing no less than 35 days post service.
7. Enter service notes (to include service date, service provider, assessments, treatment plans, discharge planning and progress) in the DIMS system no less than 5 days post session
8. All services require written authorization in advance of service by Program Case Manager, Specialty Court Program Coordinator, or Judge. Services shall not exceed five sessions without prior authorization from Program Case Manager, Specialty Court Program Coordinator, or Judge.
9. Provide psychoeducational or therapeutic groups to serve Veteran population at a rate of \$75/session for Licensed Clinician.
10. All billable services will tie directly to a specific client. (include name when billing)

Commissioners Court - Regular Session**34.****Meeting Date:** 07/13/2021

District Court Legal Support Engagement Letter

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 regarding the engagement of attorney Beth M. Johnson to provide legal support to Williamson County District Judges in the performance of their duties as they relate to family law matters on an as-needed basis and subject to available budgetary funding; and exempt 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

In adjudicating complex family law cases judges often rely on expert legal support. The services of attorney Beth M. Johnson are being recommended to support Williamson County District Judges in the performance of their duties as they relate to such family law matters. Ms. Johnson has extensive experience and has been published in the field of family law; given this, she is highly qualified to provide the services desired. Services shall be contracted on an as-needed basis. Total annual fees are not expected to exceed \$15,000 per year or funds allocated.

Department Contact is Ronald Morgan, Director of Williamson County District Court Administration. These services shall be funded out of the District Court Budget (0435), Professional Services line (004100).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Johnson Engagement Letter

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ronald Morgan

Final Approval Date: 07/02/2021

Reviewed By

Andrea Schiele

Date

07/02/2021 10:38 AM

Started On: 07/01/2021 04:28 PM

306 East College Street
Terrell, Texas 75160



(214) 414-9155
beth@bethmjohnson.com
www.bethmjohnson.com

June 29, 2021

Mr. Ron Morgan

VIA E-mail to: ronald.morgan@wilco.org

Director of District Court Administration

Williamson County

405 Martin Luther King Jr. St.

Georgetown, TX 78626

Re: Williamson County, Texas General Legal Consultation; *In re Olivia Azeb Derie*, Cause No. 17-2069-FC3, in the 395th Judicial District Court in Williamson County, Texas

Dear Mr. Morgan,

This will confirm our proposal for Beth. M. Johnson to provide general legal consultation to the Williamson County District Courts on family law issues relating to the above-referenced cause.

1. Beth M. Johnson will bill in increments of tenths of an hour at a rate of \$250/hr.
2. Beth M. Johnson will submit bills monthly, and you agree to pay bills within thirty (30) days of receipt.
3. Related expenses will be included on invoices.

If the County agrees to the foregoing terms, please return a signed copy to beth@bethmjohnson.com.

I look forward to assisting you with this matter. Please let me know if you have any questions.

Sincerely,

/s/ *Beth M. Johnson*

Beth M. Johnson

AGREED TO BY:

Date: _____

By: _____

Williamson County, Texas

Commissioners Court - Regular Session**35.****Meeting Date:** 07/13/2021

Vehicle Reimbursement Agreement with Sonterra West HOA for County Sheriff

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 regarding approval and receipt of Vehicle Reimbursement Agreement with Sonterra West HOA for off duty contracting of County Sheriff Deputies to be effective July 13, 2021 (Jarrell).

Background

This agreement will give permission for Sonterra West HOA to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on July 13, 2021 and will terminate on September 30, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Sonterra West HOA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 07/07/2021

Reviewed By

Andrea Schiele

Date

07/07/2021 04:01 PM

Started On: 07/07/2021 03:24 PM

STATE OF TEXAS § VEHICLE REIMBURSEMENT
 § AGREEMENT WITH
 § NON-GOVERNMENTAL
 § ORGANIZATION
 § REGARDING OFF-DUTY
COUNTY OF WILLIAMSON § CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 7-13, 2021 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **\$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below.

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

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. 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.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Donterra West HOA

Signature: Amanda Stone

Printed Name: Amanda Stone

Title: manager

Date: 10.28, 2021

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: [Signature]

Date: July, 2021

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK²

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20____

² Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session**36.****Meeting Date:** 07/13/2021

SO Donation Rev BA 07.13.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for a Sheriff's Office donation.

Background

During the Junior Deputy Academy event, the Williamson County Sheriff's Office Community Liaison Division received \$40.00 in cash donations. This donation will be used for the next Junior Deputy Academy in July.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$40.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 07/01/2021

Reviewed By

Andrea Schiele

Date

07/01/2021 11:28 AM

Started On: 06/30/2021 12:33 PM

Commissioners Court - Regular Session**37.****Meeting Date:** 07/13/2021

SO Donation Exp BA 07.13.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for a Sheriff's Office donation.

Background

During the Junior Deputy Academy event, the Williamson County Sheriff's Office Community Liaison Division received \$40.00 in cash donations. This donation will be used for the next Junior Deputy Academy in July.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003674	Use of Donations	\$40.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 07/01/2021

Reviewed By

Andrea Schiele

Date

07/01/2021 11:29 AM

Started On: 06/30/2021 12:34 PM

Commissioners Court - Regular Session**38.****Meeting Date:** 07/13/2021

Historic Courthouse Renovations

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 utilizing Vaughan Construction for Historic Courthouse Door Renovations utilizing Choice Partners cooperative contract 15/041JN-16 in the not-to-exceed amount of \$168,350.00 and authorize the execution of the agreement.

Background

The work involved is to repair or rebuild historic doors; clean, repair, rebuild, or replace historic hinges, latches, and other hardware; reconfigure and/or relocate electronic security features to facilitate proper door closure and latching for security and reduce wear-and-tear on the (4) sets of entry doors on the main level of the historic Williamson County Courthouse. The funding source 100.1000.004509 and the department point of contact Dwayne Gossett, approved for FY21 budget.

Fiscal Impact

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

Attachments

Signed Agreement
vendor proposal
itemized estimates

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/08/2021 09:23 AM
County Judge Exec Asst.	Andrea Schiele	07/08/2021 11:24 AM
Form Started By: Johnny Grimaldo		Started On: 07/08/2021 08:52 AM
Final Approval Date: 07/08/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
HISTORIC COURTHOUSE
DOOR RENOVATIONS**

(Vaughn Construction via Choice Partners Contract Number: 15/041JN-16)

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 **J.T. Vaughn Construction, LLC** (hereinafter "Service Provider"), with mailing address at 10355 Westpark Drive Houston, Texas 77042 (phone 713-243-8300). 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 & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this 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. Service

Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

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 the attached Statement of Work/Proposal, dated June 28, 2021 which is incorporated herein as if copied in full;
- B. Choice Partners Contract Number: 15/041JN-16; and
- C. Any required insurance certificates evidencing required coverages.

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 the attached Statement of Work/Quotation dated June 28, 2021 which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$168,350.00, 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.

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	\$1,000,000	\$1,000,000

(including death)

Property damage	\$1,000,000	\$1,000,000
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Aggregate policy limits	No aggregate limit
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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 the Statement of Work/Proposal, dated June 28, 2021 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 Project Completion: This contract shall be in full force and effect when signed by all parties and shall continue in effect with a project completion of no later than **September 30, 2021**, unless the completion date is extended subject to a written addendum approved by the Williamson County Commissioners Court or if terminated pursuant to paragraph XI above. Service Provider shall commence work upon instruction to do so from The County and work shall be deemed to have commenced on the date of such instruction.

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:

Hon. Bill Gravell
Williamson County Judge

Date: _____, 20____

Service Provider:


J. Thomas Vaughn, CEO

Authorized Representative

Date: July 1, 2021

Exhibit(s)
Statement of Work/Proposal, dated June 28, 2021
(Incorporated herein as if copied in full)



June 28th, 2021

Williamson County Facilities
Project Management
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1636

10355 Westpark Drive
Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

Attention: **Dwayne Gossett**

Reference: **Proposal – WILCO Historic Courthouse Doors Renovation**

Choice Partners Contract Number: **15/041JN-16**

We respectfully submit a proposal of **\$168,350** (One Hundred Sixty-Eight Thousand Three Hundred and Fifty dollars and 00/100 to provide the following scope:

Summary of Base Cost:

RS Means Total "O&P":	\$165,501.72
Contractor Coefficient:	0.98
Subtotal:	\$162,191.69
Non Pre-Priced Item:	\$ 0.00
Bond Cost:	\$ 6,158.31
Total Base Cost:	\$168,350.00

Assumptions and Clarifications:

- All work to be performed during normal business hours 7am to 3:30pm, Monday thru Friday.
- Proposal does not include any grass replacement.
- Proposal does not include protection of vehicles
- Proposal does not include locating or removing asbestos or other hazardous materials
- Proposal does not include masonry repair
- Proposal assumes water supply to be provided by Wilco
- Vaughn has the right to purchase and manage a project specific Contractor Controlled Insurance Program.

Scope of Work based on:

- Work to be completed per walk through with Williamson County (Dwayne Gossett) drawings N/A

General Qualifications:

- Excludes Contractor Contingency
- Excludes Sales Tax
- Excludes Building Permit Costs
- Excludes asbestos abatement and or lead removal
- Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed
- Excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/ or issued by the Owner, Owner's vendors/ separate contracts, Architect, Engineer, Consultant, or similar party.
- This proposal is based on market conditions at the time of entering into the Agreement and agree that the risk of unforeseen increases in the cost of the work shall be borne by the party receiving benefit of the Work. Such events or causes shall include, but not be limited to, natural disasters such as hurricanes, earthquakes, floods or other severe weather events, taxes tariffs, labor strikes or labor shortages, highly adverse economic conditions, or sudden market fluctuations resulting in shortages of materials or increases in cost thereof. If the Cost of the Work or portion of the Cost of the Work increases as a result of an external cause, rendering the cost of performance different than contemplated by the Agreement, and the event or cause is beyond the control of Owner or Construction Manager, then the Contract Price shall be equitably adjusted by such



increased cost, unless the Owner, Architect, and Construction Manager are able to cooperate in revising the Project scope and quality as required to reduce the Cost of the Work by an amount equal to the cost increase.

- Excludes Holiday Work

Our price is valid for ten (10) days

We appreciate the opportunity, and please call me at 512-663-7461 with any questions.

Very truly yours,
VAUGHN CONSTRUCTION


Doug Boram

Wilco Historic Courthouse Door Renovation

710 S Main St.
Texas 78626
Vaughn Construction - 15/041JN-16
Data Release : Year 2021 Quarter 2

Unit Cost Estimate

Quantity	LineNumber	Line Source		Description	Crew	Daily Output	Labor Hours	Unit	Total O&P	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
6	013113200260			Field personnel, superintendent, average		0	0	Week	\$ 3,725.00	\$ -	\$ 22,350.00	\$ -	\$ 22,350.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	supervision approved by WILCO
10	015436501200			Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	A3A	4	2	Ea.	\$ 154.40	\$ -	\$ 1,084.70	\$ 459.30	\$ 1,544.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
600	015629502300			Temporary, sidewalks, exterior plywood, 2 uses, 1/2" thick	1 Carp	750	0.01	S.F.	\$ 1.13	\$ 330.00	\$ 348.00	\$ -	\$ 678.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
75	017413200052			Cleaning up, cleanup of floor area, continuous, per day, during construction	A5	16	1.13	M.S.F.	\$ 56.76	\$ 229.50	\$ 3,785.25	\$ 242.25	\$ 4,257.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
600	017613200030			Temporary protection, flooring, peel away carpet protection	1 Clab	3200	0	S.F.	\$ 0.23	\$ 72.00	\$ 66.00	\$ -	\$ 138.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
600	028719100420			Infectious control partition, temporary barriers, separation barrier, 2" x 4" @ 16", 1/2" plywood each side, 16' high, includes PPE	2 Carp	170	0.09	S.F.	\$ 9.84	\$ 2,820.00	\$ 3,084.00	\$ -	\$ 5,904.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	080111100012			Door & window maintenance, remove weatherstripping, door or window	1 Carp	45	0.18	Ea.	\$ 7.75	\$ -	\$ 77.50	\$ -	\$ 77.50	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	080111100060			Door & window maintenance, remove lockset	1 Carp	20	0.4	Ea.	\$ 17.50	\$ -	\$ 175.00	\$ -	\$ 175.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	080111101130			Door & window maintenance, install door	2 Carp	13.07	1.22	Ea.	\$ 53.50	\$ -	\$ 535.00	\$ -	\$ 535.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	080111101140			Door & window maintenance, remove deadbolt	1 Carp	13.85	0.58	Ea.	\$ 25.25	\$ -	\$ 252.50	\$ -	\$ 252.50	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	080111101150			Door & window maintenance, remove panic bar	1 Carp	7.69	1.04	Ea.	\$ 45.25	\$ -	\$ 452.50	\$ -	\$ 452.50	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	080111101420			Door & window maintenance, remove door, plane to fit, reinstall door	1 Carp	9.6	0.83	Ea.	\$ 36.25	\$ -	\$ 362.50	\$ -	\$ 362.50	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	080114150100			Door & window maintenance, rehang double door	1 Carp	16	0.5	Pr.	\$ 21.75	\$ -	\$ 217.50	\$ -	\$ 217.50	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	080153810140			Windows, solid vinyl replacement, casement, insulated glass, one operating sash, 42 to 60 united inches	2 Carp	8	2	Ea.	\$ 400.72	\$ 3,137.20	\$ 870.00	\$ -	\$ 4,007.20	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	087120103000			Door hardware, bolts, flush, standard, barrel, brass, 2" long	1 Carp	40	0.2	Ea.	\$ 14.52	\$ 58.20	\$ 87.00	\$ -	\$ 145.20	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	087120103060			Door hardware, bolts, flush, standard, barrel, brass, 6" long	1 Carp	40	0.2	Ea.	\$ 36.53	\$ 278.30	\$ 87.00	\$ -	\$ 365.30	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	087120153100			Door hardware, school, double, exterior, incl. panic device	1 Carp	2	4	Pr.	\$ 3,236.30	\$ 30,613.00	\$ 1,750.00	\$ -	\$ 32,363.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	087120308100			Door hardware, door closer, surface mounted, standard duty, parallel arm, modern	1 Carp	6	1.33	Ea.	\$ 376.78	\$ 3,187.80	\$ 580.00	\$ -	\$ 3,767.80	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	087120308150			Door hardware, door closer, surface mounted, heavy duty, parallel arm, modern	1 Carp	6	1.33	Ea.	\$ 447.62	\$ 3,896.20	\$ 580.00	\$ -	\$ 4,476.20	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	

Quantity	LineNumber	Line Source		Description	Crew	Daily Output	Labor Hours	Unit	O&P Total	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
10	087120309000			Door hardware, door closer, minimum labor/equipment charge	1 Carp	4	2	Job	\$ 87.00	\$ -	\$ 870.00	\$ -	\$ 870.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	087120363042			Door Hardware, panic device, mortise Lock, single door, touch bar, wide style		0	0		\$ -	\$ -	\$ -	\$ -	\$ -	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	087120363060			Door Hardware, panic device, mortise Locks, single door, touch Bar, wide style, standard duty, US28	1 Carp	4	2	Ea.	\$ 1,402.60	\$ 13,156.00	\$ 870.00	\$ -	\$ 14,026.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
10	087120363067			Door Hardware, panic device, mortise Locks, single door, touch Bar, wide style, standard duty, US26	1 Carp	4	2	Ea.	\$ 1,655.60	\$ 15,686.00	\$ 870.00	\$ -	\$ 16,556.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
8	087120404020			Door hardware, lockset, keyless, pushbutton type, industrial, heavy duty, with deadbolt	1 Carp	9	0.89	Ea.	\$ 625.71	\$ 4,695.68	\$ 310.00	\$ -	\$ 5,005.68	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
8	087120404030			Door hardware, lockset, keyless, pushbutton type, industrial, heavy duty, with deadbolt, key override	1 Carp	9	0.89	Ea.	\$ 615.59	\$ 4,614.72	\$ 310.00	\$ -	\$ 4,924.72	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
0	087120421103			Door hardware, mortise lockset, commercial, wrought knobs and sectional trim, install	1 Carp	6.92	1.16	Ea.	\$ 310.58	\$ -	\$ -	\$ -	\$ -	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
8	087120421110	U		Door hardware, mortise lockset, commercial, wrought knobs and sectional trim, keyed, entrance, office/apartment, grade 1		0	0	Ea.	\$ 655.76	\$ 4,898.08	\$ 348.00	\$ -	\$ 5,246.08	USER	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
8	087120911600			Door hardware, special hinges, double weight, 800 lb., steel base, removable pin, USP, 5" x 6"		0	0	Pr.	\$ 698.28	\$ 5,586.24	\$ -	\$ -	\$ 5,586.24	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
8	087125101300	U		Weatherstripping, doors, wood frame, interlocking, zinc, for 6' x 7' door		0	0	Opng.	\$ 237.74	\$ 501.92	\$ 1,400.00	\$ -	\$ 1,901.92	USER	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
8	087125101400			Weatherstripping, doors, wood frame, interlocking, bronze, for 6' x 7' door	1 Carp	2	4	Opng.	\$ 252.42	\$ 619.36	\$ 1,400.00	\$ -	\$ 2,019.36	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
1	087125109000			Weatherstripping, mechanical seals, minimum labor/equipment charge	1 Carp	3	2.67	Job	\$ 116.00	\$ -	\$ 116.00	\$ -	\$ 116.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
8	090170100240			Gypsum wallboard, repairs, cut square, patch, sand and finish, holes, 60" square	1 Carp	3.2	2.5	Ea.	\$ 128.81	\$ 85.20	\$ 945.28	\$ -	\$ 1,030.48	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
1	090170109000			Gypsum wallboard, repairs, minimum labor/equipment charge	1 Carp	2	4	Job	\$ 189.70	\$ -	\$ 189.70	\$ -	\$ 189.70	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
600	099113800380			Paints & coatings, trim, exterior, molding, primer, brushwork, up to 14" wide	1 Pord	640	0.01	L.F.	\$ 0.47	\$ 48.00	\$ 234.00	\$ -	\$ 282.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
600	099113800390			Paints & coatings, trim, exterior, molding, finish coat, exterior latex, brushwork, up to 14" wide	1 Pord	640	0.01	L.F.	\$ 0.47	\$ 48.00	\$ 234.00	\$ -	\$ 282.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
600	099113800400			Paints & coatings, trim, exterior, molding, primer + 1 coat exterior latex, brushwork, up to 14" wide	1 Pord	400	0.02	L.F.	\$ 0.79	\$ 102.00	\$ 372.00	\$ -	\$ 474.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
1	099113809000			Paints & coatings, trim, exterior, minimum labor/equipment charge	1 Pord	2	4	Job	\$ 123.77	\$ -	\$ 123.77	\$ -	\$ 123.77	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
600	099123740190			Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, smooth finish, cut-in by brush	1 Pord	1150	0.01	L.F.	\$ 0.23	\$ 12.00	\$ 126.00	\$ -	\$ 138.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
600	099123740200			Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, smooth finish, brushwork	1 Pord	1150	0.01	S.F.	\$ 0.29	\$ 48.00	\$ 126.00	\$ -	\$ 174.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
600	099323100020			Paints & coatings, varnish 1 coat + sealer, on wood trim, brush, incl. no sanding, no VOC	1 Pord	400	0.02	S.F.	\$ 0.86	\$ 144.00	\$ 372.00	\$ -	\$ 516.00	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
1	099323109000			Paints & coatings, varnish, minimum labor/equipment charge	1 Pord	4	2	Job	\$ 61.89	\$ -	\$ 61.89	\$ -	\$ 61.89	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
4	281511110030			Access control, card type, computerized access control system, processor, proximity reader and cards, does not include door hardware, lockset or wiring		0	0		\$ -	\$ -	\$ -	\$ -	\$ -	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
4	281511110080			Access control, card type, computerized card key system for 4 doors, does not inculde door hardware, lockset or wiring		0	0	Ea.	\$ 3,079.13	\$ 12,316.52	\$ -	\$ -	\$ 12,316.52	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	
8	281511110170			Access control, magnetic lock for electric access, 1200 pounds force		0	0	Ea.	\$ 227.05	\$ 1,816.40	\$ -	\$ -	\$ 1,816.40	RR	Year 2021 Quarter 2	TEXAS / AUSTIN (786-787)	

Commissioners Court - Regular Session**39.****Meeting Date:** 07/13/2021

South Event Tarmac at the Williamson County Expo Center

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 authorizing the GMP Proposal with awarded RFP T3931 Construction Manager at Risk (CMAR), Chasco Constructors Ltd, LLC for the construction of the South Event Tarmac at the Williamson County Expo Center, in the amount of \$1,000,878.00 with an Owner's Contingency in the amount of \$50,122.00 and authorize the execution of the agreement between Williamson County and CMAR. The funding source is P566.

Background

The Williamson County Fair and Rodeo will be held during the fall of 2021 at the Expo Center, and it is imperative that the Event Tarmac portion of the Project be completed by October 1, 2021, for the event. The contractor, Chasco Constructors, informed the County that it must receive a Notice to Proceed with construction of the Event Tarmac by July 15, 2021, in order to complete same prior to October 1, 2021. Due to time constraints, it is now necessary to separately phase out the scopes of the construction services and execute this Guaranteed Maximum Price Proposal as to only the Event Tarmac phase of construction services so that such phase of construction can be commenced prior to the completion of the design for the remainder scope of construction for the entire Project and, thereby, ensuring completion prior to the said date of October 1, 2021. It will be necessary for the County and Chasco to negotiate a future amendment to this Guaranteed Maximum Price Proposal in order to include any remainder scope of construction services for the entire Project once the design for such services has been completed. Thus, a future amendment of the Guaranteed Maximum Price Proposal will be submitted to the Commissioners Court for consideration at a later date. The Point of Contact is Angel Gomez.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

GMP Proposal 1

Form Review**Inbox**Purchasing (Originator)
County Judge Exec Asst.**Reviewed By**Kerstin Hancock
Andrea Schiele**Date**07/08/2021 09:31 AM
07/08/2021 11:26 AM

Form Started By: Johnny Grimaldo
Final Approval Date: 07/08/2021

Started On: 07/08/2021 08:56 AM



GUARANTEED MAXIMUM PRICE PROPOSAL

Submittal #1

July 06, 2021

EXPO Center Various Improvements

Bid Package 1 – Event Tarmac

Project Number P562





**Guaranteed Maximum Price Proposal
EXPO Center Various Improvements
Bid Package 1 – Event Tarmac**



July 06, 2021

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Exhibit A – GMP Proposal

EXHIBIT A

GUARANTEED MAXIMUM PRICE PROPSAL BID PACKAGE 1 - EVENT TARMAC

Chasco Constructors, Ltd., L.L.C. ("CMAR") hereby submits to Williamson County, Texas ("County") for the use and benefit County pursuant to the provisions of the Contract for Construction Manager at-Risk Project Delivery dated June 1, 2021 ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **EXPO Center Various Improvements**, ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

1. Cost of the Work

A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

Nine Hundred Fourteen Thousand Three Hundred Eighty-Seven Dollars (\$ 914,387.00)

2. CMAR's Fee

A fixed sum fee for CMAR's Fee pursuant to the Contract:

Eighty-Six Thousand Four Hundred Ninety-One Dollars (\$ 86,491.00)

3. Total GMP

The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

One Million and Eight Hundred Seventy-Eight Dollars (\$ 1,000,878.00)

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

4. Contract Time

The date for achieving Substantial Completion of the Project shall be
Eighty (80) calendar days from the Notice to Proceed with Construction.

5. Withdrawal of GMP Proposal

This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

6. Liquidated Damages

CMAR further agrees to pay, as Liquidated Damages, to County the sum of One Thousand Dollars (\$1,000) per calendar day for failure to complete the work within the Contract Time in accordance with the Contract.

7. Owner's Contingency

A not-to-exceed amount for the Owner's Contingency stated herein for reference:

Fifty Thousand One Hundred Twenty-Two Dollars (\$ 50,122.00)

The Williamson County Expo Center Various Improvements Project consists of the following scopes of construction services, which were set forth and solicited in Williamson County Request for Proposals (RFP) T3931 Construction Manager at Risk (CMAR) for Expo Center-Various Projects:

1. Construct South Event Tarmac by October 1, 2021 (Event Tarmac).
 - 1.1 All-weather surface, approximately 100,000 square feet
 - 1.2 Lite poles with utilities, Hook-up for water and electrical
 - 1.3 Landscape
2. Widen Main Arena to increasing performance area by:
 - 2.1 10 ft on the East and West sides
 - 2.2 Lengthen performance area to 275 feet
 - 2.3 Add perimeter stem wall for dirt control
 - 2.4 Reconfigure bleachers for box seating and ADA compliance.
3. Construct new West Arena Pre-Engineered Metal Building that is approximately 180 feet by 325 feet that includes:
 - 3.1 Women's Restroom with 4 toilets (minimum)
 - 3.2 Men's Restroom with 3 toilets/urinals (minimum)
 - 3.3 Two unisex shower rooms with toilet
 - 3.4 Alternate to extend West Arena an additional 150 feet.
4. Add two pavilions as RV Park Amenities with concrete foundation, table for 10 each, and pre-fabrication canopy.
5. Upgrade infrastructure and drainage to accommodate all future scopes.
6. Allowance for reconstruction of the existing EXPO Center Hall Roof.

The Project also includes all utilities, drainage, parking, roadways, structures, landscaping and walkways necessary to complete the Project.

The County will be conducting the Williamson County Fair and Rodeo during the fall of 2021 at the Project site and it is imperative that the Event Tarmac be completed by October 1, 2021 for the event. Contractor informed the County that it must receive a Notice to Proceed with construction of the Event Tarmac by July 15, 2021 in order to complete same prior to October 1, 2021. Due to time constraints, Contractor and County have agreed to separately phase out the scopes of the construction services and execute this Guaranteed Maximum Price Proposal as to only the Event Tarmac phase of construction services so that such phase of construction can be commenced prior to the completion of the design for the remainder scope of construction for the entire Project and, thereby, ensuring completion prior to the said date of October 1, 2021. The Contractor and County will negotiate a future amendment to this Guaranteed Maximum Price Proposal in order to include the remainder scope of construction services for the entire Project once the design for such services has been completed. Contractor acknowledges and agrees that the remainder scope of construction for the project shall not constitute changes in the Work and there should be no adjustment under Sections 5.1.2 or 5.1.3 to increase CMAR's Fee that is set forth under Section 5.1.1 of the Contract. Furthermore, the preconstruction phase compensation set forth under Section 4.1.1 shall remain the lump sum amount of Ten Thousand and No/100 Dollars (\$10,000.00) and shall not be changed or modified due to any phasing of the construction services.

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

CMAR:

Chasco Constructors, Ltd., L.L.C.

By: _____
Signature

Chasco Constructors, Ltd., L.L.P.
Printed Name

President
Title

Date Signed: July 6, 2021

COUNTY :

Williamson County, Texas

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____



Executive Project Summary

TAB 2 - Executive Project Summary

Project Summary

The scope of work included in this GMP Proposal includes construction of the **South Event Tarmac** including:

- All-weather surface, approximately 100,000 square feet
- Lite poles with utilities, Hook-up for water and electrical
- Landscaping

General Materials

- Asphalt paving – 9" flex base and 2" HMA
- 18" concrete ribbon curb
- 24" curb and gutter
- 6' chain link fence
- 8' wide chain link gate
- Bollards
- Water line and connection
- Yard hydrants
- Light poles with electrical and water hook-ups
- Electric pedestals
- Pad mounted transformer, equipment rack, and receptacle
- Landscaping

Existing Structures and Site Conditions

The Event Tarmac is located to the immediate south of the Existing Arena and access road. The existing grades slope from 620' at the NE corner to 617' at the SW corner and the proposed Tarmac generally follows these grades for drainage. There are no known unusual site or utility issues, or conditions effected by other governmental agencies.

Schedule

- Notice to Proceed is expected to be issued on July 14, 2021
- Substantial Completion is expected by October 1, 2021

Project Team

TAB 3 – Project Team

Chasco's project team for Bid Package 1 – Event Tarmac is as follows:

- Bill Bambrick – Vice President, Sr. Project Manager – Primary Management Contact
Office: 512-244-0600 x 122
Cell: 512-848-3327
Email: bill@chasco.com
- Dave Esper – Sr. Project Superintendent – Field Oversight/Horizontal Construction
Office: N/A
Cell: 512-848-3329
Email: dave@chasco.com
- Clint Goertz – Project Superintendent – Jobsite Superintendent/Horizontal Construction
Office: N/A
Cell: 512-969-8916
Email: clint.goertz@chasco.com
- Scott Badgett – Vice President, Pre-Construction Manager/Estimating Support
Office: 512-244-0600 x 111
Cell: 512-844-6395
Email: scott@chasco.com
- Rick Risener – Chief Civil Estimator/Estimating Support
Office: 512-244-0600 x 134
Cell: 512-848-3342
Email: rick@chasco.com
- Jonathan Escalante – Safety Director
Office: 512-244-0600 x 135
Cell: 512-848-3636
Email: jonathan@chasco.com
- Chuck Glace – President/Executive Support
Office: 512-244-0600 x 118
Cell: 512-848-3315
Email: chuck@chasco.com
- Charles King – Vice President/CFO/Executive Support
Office: 512-244-0600 x 132
Cell: 512-431-6343
Email: charlesk@chasco.com
- Craig Hunter, CPA – Controller/Accounting Support
Office: 512-244-0600 x 114
Cell: 512-964-8447
Email: craig.hunter@chasco.com

Resumes are attached



Williamson County Expo Center – Various Improvements Bid Package 1 - Event Tarmac

Project Architect

Parkhill

Victor Baxter, PLA

Construction Manager

Chasco Constructors
Round Rock, TX

Executive Support

Chuck Glace, President
Charles King, Vice President & CFO
Craig Hunter, CPA Controller

Consultants /
Engineers

Pre-Construction Team

Manager of Pre-Construction Services
and
Building Estimator
Scott Badgett
Civil Estimator
Rick Risener

- Estimates
- Budget
- Schedule
- Value Management
- Staging / Logistics
- Identify / Purchase Long-lead Items
- Pre-qualify Subcontractors
- Evaluate Constructability Issues

Construction Team

Project Manager
Bill Bambrick
Sr. Project Superintendent
Dave Esper
Project Superintendent
Clint Goertz
Safety Director
Jonathan Escalante

Subcontractors /
Suppliers

- Site Management
- Schedule
- Cost Control
- Safety
- Punch List



RESUMÉ



Bill Bambrick

VP & Senior Project Manager

Education

Drake University 1976

University of Houston 1977

Austin Community College 1987

Work History and Background

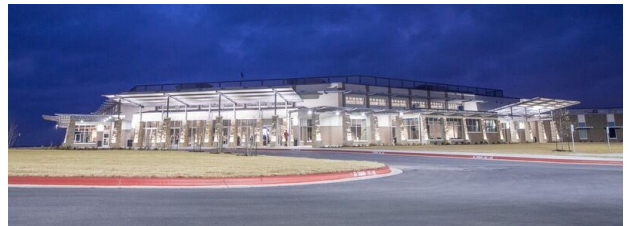
Bill has over 45 years in the construction industry spending the last 34 years with Chasco Constructors. As Vice President and Senior Project Manager Bill has extensive experience in all areas of construction including commercial and industrial buildings, Class A office, site work, utilities, bridges, roads & heavy/highway and airport work. He is very experienced with alternative delivery methods including CMR and Design/Build.

Project Experience

- The Wilco Annex is a two story 60,000 SF office building for Williamson County, TX. The building is situated on a sloping site of very fat clay, so the slab was constructed as a structural pan slab with drilled piers with a perimeter grade beam to provide a voided crawl space. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. There are two machine room-less elevators. The JP courtroom includes the judge's bench, jury seating, court reporter and witness stand along with full gallery seating. Included in the building are many areas that required high security with a wide assortment of protection, identification, surveillance and detection devices to ensure the safety of County employees and visitors. Chasco self-performed all site work, utilities and concrete work and the project was completed on schedule and under budget.



- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large childcare wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed early, in 12 months, despite having over 40 rain days.



- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The \$21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.



RESUMÉ (continued)

Bill Bambrick, VP & Senior Project Manager

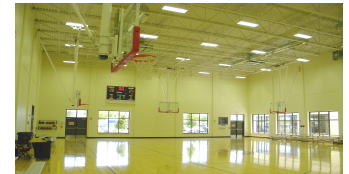
- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational.



- Georgetown Recreation Center, Georgetown, TX: 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.



- Round Rock YMCA Gymnasium, Round Rock, TX: A 7,437 sf masonry and structural steel facility including full court and half court basketball goals, volleyball court and elevator. Total estimated project cost is \$1.2 Million. CM-at-Risk delivery.



- Twin Lakes YMCA, Cedar Park: A 36,400 sf tilt wall and structural steel facility including a gymnasium, work out facilities, locker rooms with showers, daycare, administrative offices and meeting rooms. The project also included an outdoor “fun pool” with many water features and a pool house. Parking facilities for the YMCA were simultaneously constructed under a separate contract with Williamson County. Combined project cost was \$5.3 Million. CM-at-Risk delivery.



- Hutto Family YMCA, Hutto, Texas: Chasco Constructors was the Construction Manager for the construction of the 30,000 sf Hutto Family YMCA facility in Hutto, Texas. The project consists of a natatorium, locker rooms, work out and aerobics areas as well as offices. Chasco provided a complete pre-construction program for this project to assist the YMCA and the City of Hutto with budgeting and constructability management in order to maximize the City's budget while allowing the project to achieve all of the original programming goals for both the City and the YMCA.



References

Mr. Jeff Andresen, CEO
YMCA of Greater Williamson County
512-801-7736

Ms. Susan McFarland, AIA
Susan McFarland, Architect
512-288-3001

Ms. Barbara Garrett
Garrett Consulting Services
615-394-4977

Tony Prete, PE
Waeltz & Prete, Inc.
512-505-8953

RESUMÉ



Dave Esper

Project Superintendent

Additional Training & Certifications:

OSHA 30hr

2009 HAZ-COM

Excavation

First Aid & CPR

Work History and Background

Dave has over 30 years of construction experience with Chasco Constructors. As a field foreman and Superintendent, Dave has extensive experience in earthwork, utilities, and civil concrete. He has constructed bridges and box culverts, major sedimentation, and filtration ponds, cast in place concrete walls over 30 feet in height as well as concrete tilt walls for commercial buildings.

Project Experience

- Superintendent on Homestead at Old Settlers PH 1 and 2 – This project is the first two sections of a Master Planned community located off Old Settlers Blvd, in East Round Rock, TX. It consists of 191 single family lots for Meritage Homes. The project has 9800 LF of 8"-12" PVC waterline, 8000 LF of 8" PVC WWL, wastewater bore, 41 EA-4' WW manholes, and 7600 LF of RCP & RCB storm sewer lines with a bridge class culvert crossing wetlands located on the property. Sitework consisted of approximately 180,000 CY of excavation and 130,000 CY of embankment with 31,300 SY of asphalt paving. CHASCO also subcontracted the dry utility, landscape, irrigation, & hardscape installation along with an entry monument and 1600 LF of post tension masonry wall. Along with the masonry wall, the project had approximately 12,000 SF of rock gravity wall.
- Superintendent on Homestead at Old Settlers PH 3, 5, 6 and 10 - This project is the next four sections of a Master Planned community located off Old Settlers Blvd, in East Round Rock, TX. It consists of 195 single family lots for Meritage Homes. The project has 9500 LF of 8"-12" PVC waterline, 6500 LF of 8" PVC WWL, wastewater bore, 35 EA-4' WW manholes, and 6700 LF of RCP & RCB storm sewer lines with a bridge class culvert crossing wetlands located on the property. Sitework consisted of approximately 56,000 CY of excavation and 82,000 CY of embankment with 32,500 SY of 1.5" to 3" asphalt paving. CHASCO also subcontracted the landscape, irrigation, & hardscape installation. The project also has 7500 SF of rock gravity wall.

R E S U M É (continued)

- Superintendent on Kenney Fort Blvd Segment 4B - This project is a 6,520 LF four lane roadway with turn lanes and island medians for the City of Round Rock, Texas. The overall duration of the project was nine months and consisted of roadway demolition, 40,000 CY of excavation, 10,000 CY of general embankment, 5,000 CY of select fill embankment within the roadway, 15,500 CY of flex base for roadway and 10,600 TN of TY B asphalt paving with associated curb & gutter. Utility improvements consisted of steel casing for future waterlines, RCP SSL and a bridge class culvert, single barrel 10'x6'- 205 LF long. Project was completed on time and on budget
- Superintendent on Brushy Creek Regional Trail Phase 5 - This project is the 5th phase of the trail system that parallels brushy creek. The scope consisted of constructing approximately 3,600 LF of new concrete trail on two sides of brushy creek, just west of round rock. The work included installation of three precast concrete boardwalk systems with pedestrian handrail that utilized CIP columns and piers, and precast caps, beams, and decks. A 120 ft prefabricated steel truss bridge was installed to span the creek and connect two of the boardwalk systems. Setting the bridge underneath ICRA electrical transmission lines presented a difficult challenge.
- Superintendent on Crosswinds Subdivision Phase 2 – Included earthwork, utilities, streets, drainage, erosion control, ponds, and moisture conditioned lot construction for a 260-lot subdivision in Hays County.
- Superintendent on Mourning Dove – Consisting of earthwork, utilities, and concrete for a new subdivision in Georgetown, Texas. This project consists of site & lot grading, 30,000 CY of excavation, 28,000 CY of embankment, 2" asphalt paving, 8" flex base, 8" lime subgrade treatment, gravity retaining wall, misc. concrete construction, approximately 2900 LF of 18"-42" RCP CL III & IV, 2500 LF of 8" wastewater, 2600 LF of 8" & 12" water, and all appurtenances. The project also includes a wet pond with 2' clay liner, 1' protective soil layer, and plantings & fish.
- Superintendent on Department of Public Safety Emergency Vehicles Operation Course, Florence, TX Owner - Texas Department of Public Safety – CM at Risk contract. Over 1,000,000 SF of concrete skills pads and 6.2-mile asphalt/concrete road track for vehicle skills and training, a skid pan for hydroplaning maneuvers and a grid of intersecting "city" streets complete with signalized intersections. During construction of the original \$23.8 million dollar project a \$3.7 million dollar change order was issued to construct a vehicle maintenance building. The project won the Gold Award for Industrial and Special Paving from the American Concrete Paving Association for 2010. Total project cost was \$27.5 Million.

R E S U M É (continued)

- Superintendent on Hornsby Bend Compost Pad – Hornsby Bend Biosolids Management Facility Owner – City of Austin Water Department - Stipulated Sum contract. The project involved the construction of a 16-acre concrete pad for the processing of biosolids from the city's wastewater treatment facilities into compost which is then sold as "Dillo Dirt". Concrete drainage channels were constructed around the compost pad to capture and contain storm run-off. Release of the storm water was controlled by sluice gates in a containment basin. The compost pad project was part of a larger \$36 million dollar project funded and by the Federal EPA under the American Recovery & Reinvestment Act and sponsored by the City of Austin Water Dept. The compost pad project was awarded the Gold Award for Industrial & Special Paving by the American Concrete Paving Association for 2011. Chasco finished the 24-month compost pad project in 15 months. Total cost for the compost pad project was \$6.9 million.
- Superintendent on Brushy Creek Regional Trail, Phase 3, Cedar Park, TX. This was a 2.6-mile section of 10' wide concrete trail on the Brushy Creek Regional Trail System. The trail project from Parmer Lane to the Cedar Park YMCA consisted of clearing, grading, culverts, 10' wide concrete trail, fencing, handrail and a wood boardwalk. There were also five 30' to 90' long engineered steel bridges with abutments and drilled piers that crossed Brushy Creek and its tributaries.
- Superintendent on Pecan Park Office Buildings, Austin, TX – The Pecan Park development included the construction of 2 Class A office buildings with a total building area of 281,000 sf. Some of the major scopes of work included; 22 ac of clearing & grubbing, 2,195 tons of 18" sand layer, 1,463 tons of 12" gravel layer, 1,463 cy of 24" clay liner, 31,350 sf of 20oz geotextile fabric, 20,198 cy of excavation, 33,710 cy of embankment, 56,230 sy of subgrade prep., 76 cy of gabions, 4,065 vlf of 18"-42" piers, 1,665 sf of concrete approach, 2,1600 sf of concrete dumpster pad, 38,772 sf of 4" concrete sidewalk, 11,910 sf of sidewalk with coloring & salt finish, 20,613 lf of 24" curb & gutter, 51 ea light pole bases, 2,312 lf of 12" DI waterline with testing & chlorine, 41 lf of 20" steel encasement, 305 lf of 8" PVC sewer with testing, 5,276 lf of 8"-42" HDPE, 445 lf of 30"-42" RCP Class 3, 33 lf of 4x3 box culvert, 108 lf of 5x3 box culvert, 3,385 sf of decomposed granite trail, 70,760 sf of fine grading of the slab, 2,406 lf of trench beams, 2,074 lf of slab on grade and 199,100 lbs of reinforcing steel.
- Superintendent on Concordia University Texas, Austin, TX – Chasco constructed the Gymnasium/Fieldhouse and Infrastructure work for Concordia University campus relocation from Downtown Austin to the suburbs of Austin. This \$12,000,000.00 project endured environmental challenges during construction, as it is located in a Golden-cheek Warbler habitat and has several springs serving as the headwater for the Bull Creek Watershed.
- Superintendent on Rollingwood Towne Center, Rollingwood, TX – The Rollingwood Towne Centre Entry project was an 80' concrete and structural steel bridge traversing a local stream. The remainder of the site was composed of several hundred feet of structural rock retaining walls and heavy rock excavation.

- Superintendent on City of Round Rock Historic District Improvements – New sidewalks, street and drainage improvements in historic downtown Round Rock, Texas. Included a requirement to keep all shops open and other various downtown businesses in continuous operation throughout the project.
- Superintendent on Inner Loop Bridge, Georgetown, Texas – 800 ft long, 36 ft wide TxDOT pre-stressed beam bridge spanning the San Gabriel River.
- Superintendent on Rivery Blvd. Bridge, Georgetown, TX – The Rivery Blvd. Bridge is a 350' long by 75' wide four lane bridge with center median that runs 35' above the South San Gabriel River in Georgetown, Texas. From a logistical standpoint the construction of the bridge was particularly challenging due to the existing and drastically different topography on the river. The north side had a sheer cliff face providing no access to the river below. The south side had a more gradual slope down to the river but required over 100,000 CY of embankment to raise the roadway to the designed elevation. Access for placing the foundation piers and constructing the interior bridge bents had to all be completed from the south side of the river.

References

Mr. Ryan Bartholomew
Lauren Concrete
(512) 389-2112

Mr. John Aldridge, P.E.
City of Georgetown, Texas
(512) 930-3555

RESUMÉ



Clint Goertz

Project Superintendent

Additional Training & Certifications:

OSHA 30hr

Excavation

First Aid and CPR

Work History and Background

Clint has over 4 years of construction experience with Chasco Constructors. As a field foreman and Superintendent, Clint has extensive experience in earthwork, utilities, and civil concrete. He has constructed bridges and box culverts, major sedimentation, and filtration ponds, and cast in place concrete walls.

Project Experience

- Superintendent on Old San Antonio Road Bridge at Onion Creek - Replacement of a low water crossing on Onion Creek with a 650' long 34' wide 10 span concrete beams, and an 8" concrete deck with T223 traffic rail. The new bridge was constructed downstream of the low water crossing. the span across Onion Creek is 125' long with TX 54 girder beams. The remainder of the beam spans were TX 28. Road work on each end consisted of 9300 CY of select embankment, 11" flex base and 2" asphalt. The project was built with a 5-phase traffic control plan with the tie ins at each being done using a flagging operation.
- Superintendent on Sweetwater Section 2B – Sweetwater village 2B is an expansion of the Sweetwater community off SH 71. This 37-acre phase includes 382,000 CY of cut & fill, and 17,000 SF of retaining walls to accommodate 106 lots. The streets and drainage include 19,000 SY of 1.5" HMAc on 8" -9.5" flex base, 11,000 LF of curb, 18,000 SF of sidewalk, a water quality pond, and 5,710 LF of 18" – 48" RCP storm piping. 12,300 LF of 8"-12" waterline, and 2"-3" force main wastewater services. Final vegetation includes 119,000 SY of 4" topsoil with hydromulch seeding.
- Superintendent on Sweetwater Section O - Constructed concurrently with Village 2B, this project, Village O, included 14 acres of clearing, 60,000 CY of earthwork, 2 water quality ponds, and 10,000 LF of water, wastewater, and storm piping. 1.5" HMAc pavement section with 6,200 LF of curb and 2,500 sf of sidewalk. Final restoration consisted of 53,000 SY of hydro mulch seeding on 4" topsoil for this 78-lot single family residence phase.

R E S U M É (continued)

- Superintendent on Sweetwater Section N – Sweetwater Section 2 Village N included 115 lots within the Newland Communities' Sweetwater Subdivision. The 39-acre phase included 190,260 CY of cut & fill with 22,200 SF of retaining walls. The streets and drainage consisted of 26,225 SY of 1.5" HMAC on 8" flex base, 15,280 LF of curb, 2 detention/bio retention ponds, and 7,600 LF of storm piping. the water and wastewater piping included 7,700 LF and 7,200 LF respectively. The project also included 2 ac of site prep, excavation and embankment, base and paving, and utility runs for an amenity center. Final vegetation included 126,000 SY of topsoil & seeding. An onsite stockpile with 25,000 CY of rock rubble was crushed and processed to 6" minus for embanking the fills.
- Superintendent on TFC Early Learning Center - Project is a 3-story steel frame building located on the existing Texas School for the Deaf campus. The building was constructed between 2 existing and active buildings which made access around the building very tight during construction. 2,800 SF of concrete retaining walls provided a play area and a rear sidewalk, stairs, and long switch back handicap ramp were built to access the rest of the campus. The wet utilities and storm were difficult to install from the existing lines to the new building due to the recirculating hot and cold-water lines and the existing utility lines. The new storm sewer was field modified to avoid conflicts with the existing lines. A 1100 SY parking lot was added across the street from the front of the new building. The existing street in front of the new building was rebuilt with new 10" flex base and 4" asphalt. The building had 72 each 24" and 30" drilled piers. The 11,975 sf slab was 10" thick with 8" void forms below the slab and grade beams. All grade beams were formed full depth. The upper floors included 5" slab placed on metal deck. A 6" building underdrain was installed completely around the building with depths ranging from 4' to 8' deep.

References

Mr. Matt Garza
Travis County Inspector
(512) 844-1995

Mr. Johnny Anglin
Travis County Inspector
(512) 848-7616

RESUMÉ



Scott Badgett

Vice President – Building Estimating / Pre-Construction Services

Education

University of Texas
BS, Civil Engineering

Work History and Background

Scott has over 45 years of solid construction management experience in commercial, institutional and industrial projects. His diverse background includes construction of high security and high-tech facilities, renovation and construction of healthcare facilities, churches, schools, office buildings, manufacturing and retail facilities. Experience includes Design/Build and fast-track projects, cast-in-place frame structures, pre-cast structures and tilt wall buildings. Scott's key responsibility is the coordination and management of the entire process from pre-construction through close-out. Scott has been with Chasco for nineteen years.

Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a \$42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.
- The Wilco Georgetown Annex is a two story 60,000 SF office building for Williamson County, TX. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.
- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational. Parking facilities for the YMCA were simultaneously constructed under the same contract. CM-at-Risk delivery.
- Williamson County Precinct 1 Annex and EMS Building – construction of 2 buildings with E.I.F.S. and stone veneer with complete interior finish out. Annex building was 27,660 SF and the EMS building was 6,470 SF. Project was completed early and under budget. (\$6.3 million CM-at-Risk delivery).



R E S U M É (continued)

Scott Badgett

Vice President – Building Estimating / Pre-Construction Services

- City of Round Rock Sports Center – Round Rock, TX – 80,000 square foot sports center with 6 basketball/12 volleyball courts and 9 multi-purpose rooms with seating for up to 1,700 fans. Chasco self-performed all site work, utilities, site concrete, building concrete and tilt wall panels for this project.



- Georgetown Recreation Center – Georgetown, TX – 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.



- Great Oaks Elementary School, Round Rock, Texas – 6.0 million, 70,000 SF elementary school for RRISD. Project included all site development, utilities and detention pond.
- Westwood High School Science Wing Addition, Round Rock, Texas – 5.5 million two-story addition to existing high school. Included pre-cast wall panels to match existing facility. Project was constructed in the middle of the occupied campus with minimal impact to ongoing operations.
- Lampasas Middle School, Lampasas, TX – \$6.0 million two-story middle school. Full cafeteria, gymnasiums and all related site facilities.

References

Mr. Bo Spencer, AIA
Spencer-Pierce Architecture, Inc.
512-388-0677

Mr. Dale Butler, Facilities Director
Williamson County, TX
512-943-1609

Mr. Jeff Andresen, President and CEO
YMCA Greater Williamson County
512-615-5530

R É S U M É



Rick Risener

Chief Civil Estimator

Education

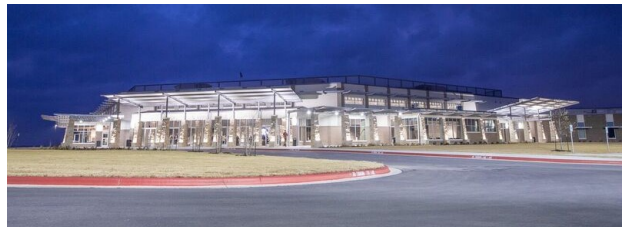
Abilene Christian University

Work History and Background

Rick has over 20 years of experience in residential, commercial, airport, heavy highway and civil construction. Rick has worked on projects that vary from pedestrian, vehicular, and railway bridges, public and private roadways, concrete and earthen dams, public parks and trail systems, subdivision infrastructure, site and pipeline utilities, site grading and site concrete work, single building and strip retail, multi-story office and medical buildings, pre-cast and cast-in-place concrete garages, and custom home building. Rick has been with Chasco for thirteen years.

Project Experience

- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large child care wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a book store and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state of the art audio/visual system.



- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The \$21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.



- Twin Lakes YMCA Natatorium, Teen Center & Aerobics Room – Owner – The YMCA of Greater Williamson County – CM at Risk contract. This expansion is the second phase of a project initially built in 2004 and made possible by a partnership between Williamson County and the YMCA of Greater Williamson County. This phase added a natatorium, a teen center, an aerobics room and a Cardio Theater. The natatorium houses multiple indoor pools, including a main pool with lap lanes, a splash pad area for small children and a two-story waterslide for the larger kids. Additionally, a warm water therapy pool, a hot tub/spa and a dry sauna were installed for the adults to relax in.



R É S U M É (continued)

Rick Risener
Chief Civil Estimator

- Cedar Park Events Center, Cedar Park, TX – A 100,000 SF Multi-Function Sporting and Events Center. This project included the concrete foundation, upper level concrete slabs, equipment footings and foundations, and approximately 40 acres of site concrete with many areas that required special finishes. 
- Barton Creek Section 101 ACFT Treated Effluent Storage Pond, Austin, TX – This project included ten acres of construction within an environmentally sensitive area. A 2,350 LF all weather access road was built to the pond site. 35,000 CY of rock and over burden were excavated. Approximately 8,000 CY of the material was resized through a crushing operation and reused as select fill across the entire pond floor and behind the pond walls. The walls, ranging from 9' to 35' tall, surrounded the entire pond perimeter.
- Samsung T-Star Facility Operations Building, Austin, TX – This project consisted of constructing a new two-story concrete frame office and warehouse building with loading dock at the Samsung Semiconductor site in Austin, TX. Strict background checks and training are required for all Samsung projects.
- ABIA New Employee Parking Lot, Austin, TX – This \$7 million + project included construction of 703,800 SF of new parking lots at the existing Austin Bergstrom International Airport consisting of demolition of old Air Force structures, installation of 8" of lime treated subgrade, flex base and asphalt on the entire area, installation of 5 new Bus Shelters and 2 new Bench Canopy structures. Existing underground conditions created challenges on a daily basis.
- Kenney Fort Blvd., Round Rock, TX – In design for over 10 years, this project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock. The project featured three bridges: an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek, and a new railroad bridge for the Union Pacific Railroad. Some of the project challenges involved moving the Union Pacific mainline rail traffic to a shoofly detour. This allowed a new railroad bridge to be built on the mainline. Once the new railroad bridge was completed rail traffic was moved back onto the mainline and the shoofly detour was removed. Excavation then began under two existing bridges on Hwy 79. This was needed to extend the new Kenney Fort Blvd. under the highway and under the new rail bridge. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

City of Residence: Austin, Texas

References

Mr. Antonio Prete
Waeltz & Prete, Inc.
(512) 505-8953
tony@w-pinc.com

Mr. Troy Jamail
HWA Parking/Strickland-Jamail
(512) 592-3277
troy.jamil@hwaparking.com

Mr. James Heironimus
NXP Semiconductors, Inc.
(512) 933-2104
james.heironimus@nxp.com

RESUMÉ



Jonathan Escalante, CSHO, CHST
Director of Health and Safety

Education

Universidad Valle Del Bravo, Mexico 2005

Work History and Background

Jonathan has over 10 years of Construction Safety Experience including road and building construction. As a Safety Specialist at Chasco, Jonathan has been responsible for updating, implementing and overseeing the company's safety and training program. Since beginning with Chasco, he has made revisions and updates to the Safety Manual, including: a new Accident Prevention Program, a new Substance Abuse Program & improved Accident Investigation procedures. He has also updated the SDS Manual, to merge the new GHS program and implemented a new Virtual Risk Manager Program that uses software for driver training & vehicle loss prevention. Employee training is a major concern at Chasco. Jonathan has created new training programs for new hire safety orientation, traffic control safety awareness, qualified signal & rigging training and general safety awareness for all of Chasco's employees. Due to all of these improvements, Chasco has seen lower Recordable Rates and an overall increase in safety awareness amongst its employees. Jonathan has been with Chasco for all ten years of his construction experience.

Training

CSHO (Certified Safety and Health Official)
500 OSHA Train the Trainers
510 OSH Standards
OSH311 Fall Protection
OSH521 Industrial Hygiene
PRT260 Cranes and Material Handling
OSH301 Excavation, Trenching and Soil Mechanics
CPR/FA Certified Trainer
PRT123 Scaffold Training
Flagger Training (Train the trainer)
OSH755 Accident Investigation
OSH301 Excavation, Trenching and Soil Mechanics

Project Experience

SH 130 - Lone Star Infrastructure. Hutto, Tx. (10/2005-8/2009)

Position: Safety Supervisor / HR Assistant **Project Value: 1.6 Billion USD**

Main activities:

- Responsible for day to day environmental health and safety related activity with a specific focus on reducing incident rates and workers comp.
- Develop and implement required Safety Programs and progressive disciplinary actions.

R E S U M É (continued)

Jonathan Escalante

Safety Director

- Develop Safety incentive program
- Implement accident prevention program
- Field Safety Inspections
- Provide monthly reports to the Fluor Corporate Office, including accident investigations, injury summary reports (man-hours included) and project close out-forms.
- Accident investigation / Case manager
- Conduct Mass meetings, Safety talks.
- New Hire Safety Orientation
- Training such as: Fall Protection, Confined Space, Haz-Mat, Traffic Awareness
- Responsible for OSHA compliance and record keeping, Worker's Comp Issues
- Random Drug testing coordinator (DOT and Non-DOT)
- HR New hire orientation
- Minor HR duties such as: Terminations, spreadsheet, employee benefits.
- Coordinate office management and special projects with a high degree of efficiency.
- Manage capital purchases, direct vendor relations, generate and maintain equipment tracking records.

Construcciones del Panuco. Mexico (06/2002-09/2005)

Position: Safety Apprentice

Main activities:

- Protect Health and Safety of the employees as well as the company.
- Follow Safety Standards set by the Social Security Safety Regulation of the Mexican Institute.
- Safety inspections / investigations.
- Medical Case Management
- Safety Training to employees (adapted by OSHA 1926)
- Report all data of incidents / accidents to CEO monthly.

City of Residence: Leander, Texas

References

Mr. Ignacio Guerra
Fluor Daniel Ent.
(210) 273-1774

Brayan Loya
Fluor Daniel Ent.
(512) 769-4339

Larry Connelly
AGC of Austin
(512) 748-1830

RESUMÉ



Charles J. (Chuck) Glace, Jr.

President

Education

Central Michigan University / U.T. Austin

Work History and Background

Chuck has over 30 years of diversified construction experience. He has extensive background in concrete flatwork, structural concrete, tilt-wall, decorative concrete, excavation, and utility work. Chuck has complete responsibility for overall coordination of Chasco's operation. To him, the retention and advancement of individuals speaks directly to Chasco's success. Chuck is a driving force in the organization and training of Chasco's talent in both the office and the field. He provides ongoing leadership to the management team and to the self-perform operations, helping Chasco to provide better control and exceptional service to its customers. Chuck serves on the Board of the YMCA of Round Rock. He is also a board member of the American Concrete Institute, a member of the Construction Specifications Institute, the American Society of Concrete Construction, and the Associated General Contractors of America, and a Board member of The Round Rock Community Foundation.

Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a \$42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor.



- Kenney Fort Blvd.

Owner - City of Round Rock, TX – Stipulated Sum/Unit Price contract. This project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock, TX. The project featured three bridges, an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek and a new



railroad bridge for the Union Pacific Railroad. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

RESUMÉ (continued)

Charles J. (Chuck) Glace
President

- AMP Packaging Office and Manufacturing Facility, Round Rock, TX – Design/Build Contract for 58,000 SF tiltwall computer manufacturing facility.
- Emergency Vehicles Operations Course –
Owner - Texas Department of Public Safety – CM-at-Risk contract. Over 1,000,000 SF of concrete skills pads and 6.2 mile asphalt/concrete road track for vehicle skills and training. During construction of the original \$23.8 million-dollar project a \$3.7 million dollar change order was issued to construct a vehicle maintenance building. The project won the Gold Award for Industrial and Special Paving from the American Concrete Paving Association for 2010. Total project cost was \$27.5 Million.
- Tellabs Operations, Round Rock, TX – 48,000 SF tiltwall manufacturing addition to the existing facility.
- Classic Toyota, Round Rock, TX – Construction of a new car sales building, body shop, parking, drives, new car display, and detention / filtration structures.
- Austin VA Hospital / Clinic, Austin, TX – 45,000 SF slab on grade with related site work.
- St. Philips Family Life Center, Round Rock, TX – 11,000 SF church facility, including worship areas, classrooms, elevated altar / stage, commercial food preparation, and childcare.
- Shoal Creek Bridge, Austin, TX – New 2-span bridge over Shoal Creek including channel work and slope protection to flood prone creek.
- Expo Business Park, Austin, TX – Two 124,000 SF concrete tiltwall buildings, including all site development and utility construction.



References

Mr. Mark Remmert
Chief Building Inspector
City of Round Rock
512-218-6600

Mr. Brent Jones, P.E.
Civil Engineer
Randall Jones Engineering
(512) 415-3012

Mr. Chad McDowell
General Services Director
City of Round Rock
(512) 671-2890

RESUMÉ



Charles R. King

CFO, Vice President, Secretary and Treasurer

Education

BBA in Accounting – Lamar University

CPA Certification – Texas Society of CPA's

Work History and Background

Charles has over 40 years experience as an entrepreneurial financial accountant. He began his career with a national accounting firm prior to joining a local CPA firm. As a partner in this firm, he was responsible for a wide array of tax and financial accounting engagements for small businesses and individuals. Subsequently, he spent 15 years as CFO of a multi-location, multi-franchise car dealership conglomerate. In this role he was responsible for the financial, treasury and IT functions.

At Chasco, Charles is responsible for the financial function, as well as strategic planning, tax issues and cash management.

References

Mr. Troy Voelker
McNery & Voelker
512-255-6940

Mr. Jeff Anderson
RSM Austin, CPA's
512-476-0717

R E S U M É



Craig Hunter, CPA

Controller

Education

BA in Accounting, California State University, Stanislaus, 1985

Work History and Background

Craig has over 30 years of experience in various industries. He has been a Controller at a publishing company, a lodging company, a wholesale/retail company with over 800 locations, a national health food company, where he was a key member of starting the manufacturing subsidiary. He has over 20 years of experience in the construction industry as a Consultant and Controller. He has worked with companies ranging in size from \$12 million to well over \$100 million. Craig's duties at Chasco include overseeing the Accounting and Human Resources departments. He has been with Chasco for five years.

City of Residence: Austin, Texas

List of Documents

TAB 4 - List of Documents

Drawing Index:

<u>Sheet</u>	<u>Title</u>	<u>Issue Date</u>	<u>Issued By</u>
C-000	Cover	6/17/2021	Parkhill
C-001	Site Development Plan - Overall	6/17/2021	Parkhill
C-002	Site Development Plan - Tarmac	6/17/2021	Parkhill
C-101	General Notes	6/17/2021	Parkhill
C-102	Annotation & Site Layout Plan	6/17/2021	Parkhill
C-103	Grading Plan	6/17/2021	Parkhill
C-104	Pre-Development Drainage Area Map & Calculations	6/17/2021	Parkhill
C-105	Post-Develop. Drainage Area Map & Calculations	6/17/2021	Parkhill
C-105A	Drainage & Detention Information	6/17/2021	Parkhill
C-105B	Drainage & Detention Information	6/17/2021	Parkhill
C-106	Utility Plan	6/17/2021	Parkhill
C-107	Erosion Control Plan	6/17/2021	Parkhill
C-500	Paving Details	6/17/2021	Parkhill
C-501	Site Details	6/17/2021	Parkhill
C-502	Utility Details	6/17/2021	Parkhill
C-503	Erosion Control Details	6/17/2021	Parkhill
L-101	Landscape Plan	6/17/2021	Parkhill
L-500	Landscape Details	6/17/2021	Parkhill
IR-101	Irrigation Plan	6/17/2021	Parkhill
IR-501	Irrigation Details	6/17/2021	Parkhill
E-001	Electrical Legend & Riser Diagram	6/17/2021	Parkhill
E-100	Electrical Site Plan	6/17/2021	Parkhill
E-501	Electrical Details	6/17/2021	Parkhill

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00 72 00	WILCO CMR General Conditions
00 73 00	Prevailing Wage Schedule

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01 23 00	Alternates
01 25 13	Product Substitutions
01 26 00	Contract Modifications
01 29 73	Schedule of Values
01 29 76	Applications for Payment
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01 32 00	Construction Progress Documentation
01 32 33	Photographic Documentation
01 33 00	Submittal Procedures
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01 45 29	Testing Laboratory Services
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01 55 00	Access Roads and Parking Areas
01 57 13	Temporary Erosion and Sediment Control
01 57 23	Storm Water Pollution Prevention Plan
01 58 00	Project Identification and Signs
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01 77 00	Closeout Procedures
01 78 23	Operation and Maintenance Data
01 78 39	Project Record Documents
01 79 00	Demonstration and Training

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26 05 13	Building Wire and Cable
26 05 26	Grounding and Bonding
26 05 29	Supporting Devices
26 05 33	Conduit
26 05 33.16	Boxes
26 05 53	Electrical Identification
26 09 23	Lighting Control Devices
26 24 16	Panelboards
26 27 26	Wiring Devices
26 56 13	Lighting Poles and Standards
26 56 19	Exterior Lighting

DIVISION 31 – EARTHWORK

31 10 00	Site Clearing
31 20 00	Earth Moving
31 23 00	Excavation, Trenching and Backfilling
31 23 16	Trench Safety Systems
31 25 13	Silt Fences

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 13 13	Concrete Paving
32 13 73	Concrete Paving Joint Sealants
32 17 23	Pavement Markings
32 17 26	Tactile Warning Surfacing
32 91 13	Soil Preparation
32 92 00	Turf and Grasses
32 93 00	Plants

Other Documents:

Geotechnical Engineering Study – 54 Pages Dated 2/05/2021 Prepared by Kleinfelder, Inc.

Qualifications & Clarifications

TAB 5 – Qualifications, Assumptions and Clarifications

Earthwork – 31-1000

▪ Site prep	1	ls
▪ Miscellaneous clean up and street sweeping	1	ls
▪ Strip & stockpile topsoil	1,178	cy
▪ Excavation	2,950	cy
▪ Embankment	34	cy
▪ Subgrade prep.	12,570	sy
▪ 9" Flex base	6,286	tn
▪ Backfill curb	1,534	lf
▪ Finish grade site	1,534	sy
▪ Haul onsite to spoils location	3,925	cy

Chain Link Fence – 32-3113

▪ 6' High chain link fence (black coated)	88	lf
▪ 8' Wide single swing gate (to match fence)	8	ea

Erosion Control – 31-2500

▪ Stabilized construction entrance	1	ea
▪ Silt fence	1,144	lf
▪ SWPPP	1	ls

Water – 33-0010

▪ 3" Tapping sleeve & valve	1	ea
▪ 3" Sch 40 PVC waterline	1,604	lf
▪ 3/4" HDPE Water service	136	lf
▪ Frost-proof yard hydrant assembly (Model 805)	9	ea
▪ 3" Water meter assembly	1	ea
▪ 3" BFP	1	ea
▪ Remove & replace asphalt paving	17	sy
▪ Remove & replace ribbon curb	20	lf

Site Concrete – 03-0500

▪ Curb & gutter	450	lf
▪ 18" Ribbon curb	1,084	lf
▪ Bollards (material FBO)	20	ea
▪ Light pole base	9	ea
▪ Electrical equipment slab	110	sf

Miscellaneous Site Improvements – 32-1000

▪ Traffic control	1	ls
▪ Asphalt paving	11,950	sy
▪ Striping	1	ls
▪ Landscape & irrigation	1	ls

Steel Bollards – 05-1250

▪ Furnish steel bollards	20	ea
▪ Bollards installed by concrete subcontractor		

Electrical – 16-1000

▪ Electrical lighting per fixture schedule	1	ls
▪ A fixtures	8	ea
▪ AA fixture	1	ea
▪ Light pole procurement and setting	1	ls
▪ Power pedestal, single and double faced per specs	1	ls
▪ Junction boxes, tier 22 rated	1	ls
▪ Conduit and feeder sizes per schedule and one line	1	ls
▪ Switchgear procurement and installation	1	ls
▪ Photocell and timeclock for light pole operation	1	ls
▪ Sand for backfill and compaction purposes	1	ls
▪ Excavation and installation of site conduits	1	ls
▪ Trenches at code minimum depth for all underground electrical	1	ls

Remaining Work to be Procured – 51-8920

- Scope of Work items to be determined

Exclusion

- Construction materials testing
- RPLS
- Repair of existing asphalt roads damaged due to construction traffic
- Painting of all conduit and boxes
- Utility and engineering fees
- Lightning protection
- Landscaping maintenance

Substitutions

- No substitutions are currently noted or anticipated

Value Engineering Recommendations

- No Value Engineering Recommendations are proposed at this time

GMP Proposal Cost Breakdown

TAB 6 - GMP Proposal Cost Breakdown

The Estimated Construction Cost organized by CSI division format, Cost of the Work and CMAR's Fee is attached.

Breakdown of Cost for Bid Package 1 - Event Tarmac

Division	Description	Cost
31-1000	Earthwork	220,000
32-3113	Chain Link Fence	9,560
31-2500	Erosion Control	8,000
33-0010	Water	111,500
03-0500	Site Concrete	60,000
32-1000	Misc. Site Improvements	208,200
05-1250	Steel Bolloards	9,200
16-1000	Electrical	272,927
51-8920	Remaining Work to be Procured	15,000
	Subtotal	<u>\$914,387</u>
	Construction Manager's Fee 9.46%	86,491
	Subtotal	<u>\$1,000,878</u>
	Owner's Contingency	50,122
	Total Cost for Bid Package 1 - Event Tarmac	<u>\$1,051,000</u>

Project

Bid Package 1 - Event Tarmac

Chasco

Estimator

Scott Badgett

Bid Date

7/1/2021

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
31-1000	Earthwork									
		1 ls		0.00	0	0.00	0	220,000.00	220,000	220,000
	Site prep	1 ls		0.00	0	0.00	0	0.00	0	0
	Miscellaneous clean up and street sweeping	1 ls		0.00	0	0.00	0	0.00	0	0
	Strip & stockpile topsoil	1,178 cy		0.00	0	0.00	0	0.00	0	0
	Excavation	2,950 cy		0.00	0	0.00	0	0.00	0	0
	Embankment	34 cy		0.00	0	0.00	0	0.00	0	0
	Subgrade prep.	12,570 sy		0.00	0	0.00	0	0.00	0	0
	9" Flex base	6,286 tn		0.00	0	0.00	0	0.00	0	0
	Backfill curb	1,534 lf		0.00	0	0.00	0	0.00	0	0
	Finish grade site	1,534 sy		0.00	0	0.00	0	0.00	0	0
	Haul onsite to spoils location	3,925 cy		0.00	0	0.00	0	0.00	0	0
		0 ls		0.00	0	0.00	0	0.00	0	0
		0 pls		0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		220,000	220,000

Project

Bid Package 1 - Event Tarmac

Woolery Fence

Estimator
Bid Date

Scott Badgett
7/1/2021

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
32-3113	Chain Link Fence									
		1 lf		0.00	0	0.00	0	#####	9,560	9,560
	6' High chain link fence (black coated)	88 lf		0.00	0	0.00	0	0.00	0	0
	8' Wide single swing gate (to match fence)	8 ea		0.00	0	0.00	0	0.00	0	0
		0 sf		0.00	0	0.00	0	0.00	0	0
		0 sf		0.00	0	0.00	0	0.00	0	0
		0 lf		0.00	0	0.00	0	0.00	0	0
		0 ls		0.00	0	0.00	0	0.00	0	0
		0 pls		0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		9,560	9,560

Project **Bid Package 1 - Event Tarmac**

Chasco

Estimator
Bid Date

Scott Badgett
7/1/2021

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
31-2500	Erosion Control									
		1 ls		0.00	0	0.00	0	8,000.00	8,000	8,000
	Stabilized construction entrance	1 ea		0.00	0	0.00	0	0.00	0	0
	Silt fence	1,144 lf		0.00	0	0.00	0	0.00	0	0
	SWPPP	1 ls		0.00	0	0.00	0	0.00	0	0
		0 sf		0.00	0	0.00	0	0.00	0	0
		0 lf		0.00	0	0.00	0	0.00	0	0
		0 ls		0.00	0	0.00	0	0.00	0	0
		0 pls		0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		8,000	8,000

Project

Bid Package 1 - Event Tarmac

Chasco

Estimator
Bid Date

Scott Badgett
7/1/2021

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
33-0010	Water									
		1	ls	0.00	0	0.00	0	111,500.00	111,500	111,500
	3" Tapping sleeve & valve	1	ea	0.00	0	0.00	0	0.00	0	0
	3" Sch 40 PVC waterline	1,604	lf	0.00	0	0.00	0	0.00	0	0
	3/4" HDPE Water service	136	lf	0.00	0	0.00	0	0.00	0	0
	Frost-proof yard hydrant assembly (Model 805)	9	ea	0.00	0	0.00	0	0.00	0	0
	3" Water meter assembly	1	ea	0.00	0	0.00	0	0.00	0	0
	3" BFP	1	ea	0.00	0	0.00	0	0.00	0	0
	Remove & replace asphalt paving	17	sy	0.00	0	0.00	0	0.00	0	0
	Remove & replace ribbon curb	20	lf	0.00	0	0.00	0	0.00	0	0
		0	sf	0.00	0	0.00	0	0.00	0	0
		0	ls	0.00	0	0.00	0	0.00	0	0
		0	pls	0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		111,500	111,500

Chasco

Scott Badgett
7/1/2021

36

Project

Bid Package 1 - Event Tarmac

Chasco/Various

Estimator

Scott Badgett

Bid Date

7/1/2021

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
32-1000	Misc. Site Improvements									
		1 ls		0.00	0	0.00	0	208,200.00	208,200	208,200
	Traffic control	1 ls		0.00	0	0.00	0	0.00	0	0
	Asphalt paving	11,950 sy		0.00	0	0.00	0	0.00	0	0
	Striping	1 ls		0.00	0	0.00	0	0.00	0	0
	Landscape & irrigation	1 ls		0.00	0	0.00	0	0.00	0	0
		0 lf		0.00	0	0.00	0	0.00	0	0
		0 ls		0.00	0	0.00	0	0.00	0	0
		0 pls		0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		208,200	208,200

Project

Bid Package 1 - Event Tarmac

Chasco/Vendor

Estimator
Bid Date

Scott Badgett
7/1/2021

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
05-1250	Steel Bollards									
		1 lf		0.00	0	0.00	0	9,200.00	9,200	9,200
	Furnish steel bollards	20 ea		0.00	0	0.00	0	0.00	0	0
	Bollards installed by concrete subcontractor	0 ea		0.00	0	0.00	0	0.00	0	0
		0 ea		0.00	0	0.00	0	0.00	0	0
		0 sf		0.00	0	0.00	0	0.00	0	0
		0 lf		0.00	0	0.00	0	0.00	0	0
		0 ls		0.00	0	0.00	0	0.00	0	0
		0 pls		0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		9,200	9,200

Project

Bid Package 1 - Event Tarmac

Doyle Elect.

Estimator

Scott Badgett

Bid Date

7/1/2021

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
16-1000	Electrical									
		1 ls		0.00	0	0.00	0	272,927.00	272,927	272,927
	Electrical lighting per fixture schedule	1 ls		0.00	0	0.00	0	0.00	0	0
	A fixtures	8 ea		0.00	0	0.00	0	0.00	0	0
	AA fixture	1 ea		0.00	0	0.00	0	0.00	0	0
	Light pole procurement and setting	1 ls		0.00	0	0.00	0	0.00	0	0
	Power pedestal, single and double faced per specs	1 ls		0.00	0	0.00	0	0.00	0	0
	Junction boxes, tier 22 rated	1 ls		0.00	0	0.00	0	0.00	0	0
	Conduit and feeder sizes per schedule and one line	1 ls		0.00	0	0.00	0	0.00	0	0
	Switchgear procurement and installation	1 ls		0.00	0	0.00	0	0.00	0	0
	Photocell and timeclock for light pole operation	1 ls		0.00	0	0.00	0	0.00	0	0
	Sand for backfill and compaction purposes	1 ls		0.00	0	0.00	0	0.00	0	0
	Excavation and installation of site conduits	1 ls		0.00	0	0.00	0	0.00	0	0
	Trenches at code minimum depth for all underground electrical	1 ls		0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		272,927	272,927

Project

Bid Package 1 - Event Tarmac

TBD

Estimator

Scott Badgett

Bid Date

7/1/2021

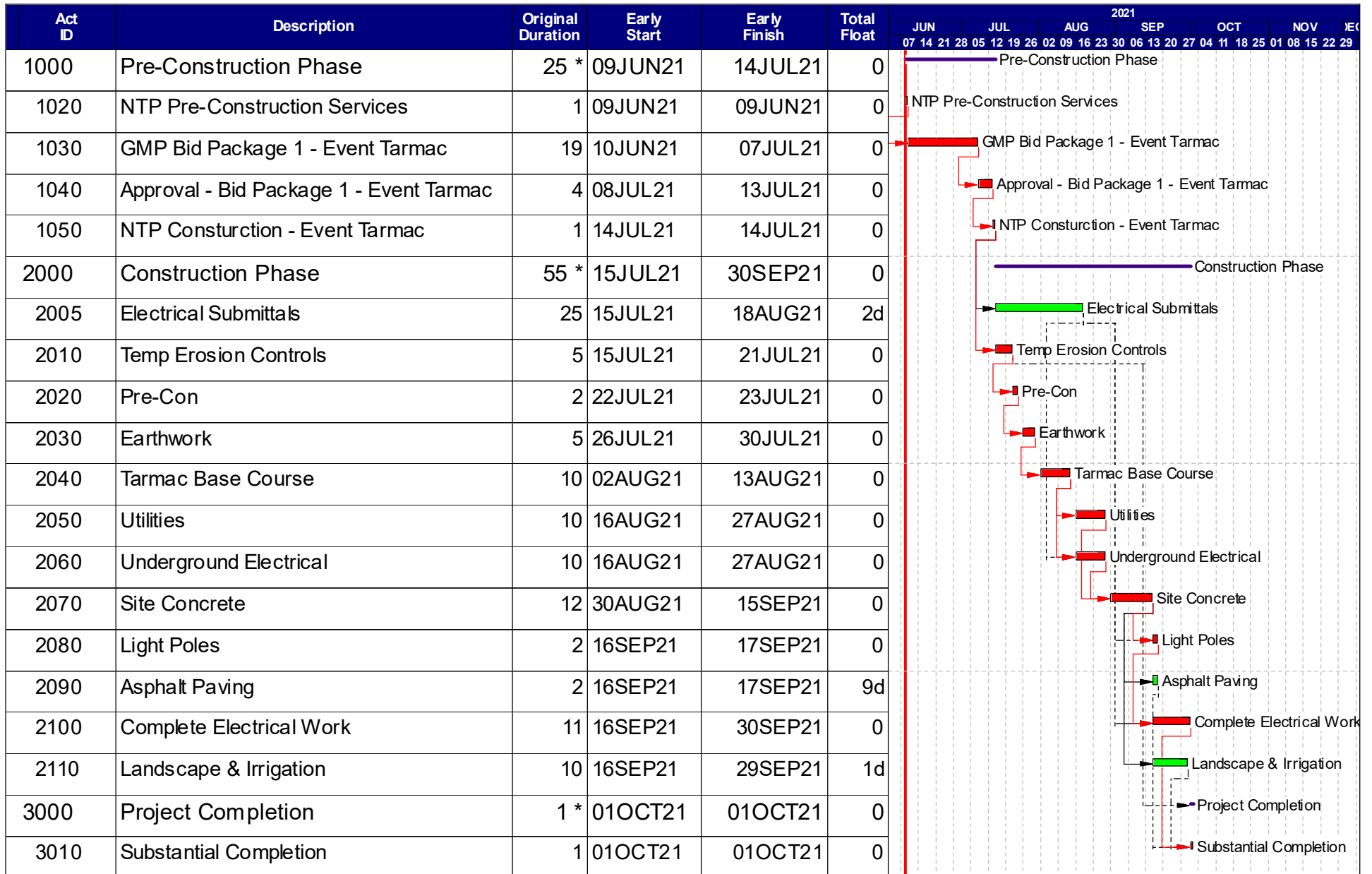
DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
51-8920	Remaining Work to be Procured									
		0 lf		0.00	0	0.00	0	0.00	0	0
	Scope of Work items to be determined	1 ls		0.00	0	0.00	0	15,000.00	15,000	15,000
		0 sf		0.00	0	0.00	0	0.00	0	0
		0 sf		0.00	0	0.00	0	0.00	0	0
		0 sf		0.00	0	0.00	0	0.00	0	0
		0 lf		0.00	0	0.00	0	0.00	0	0
		0 ls		0.00	0	0.00	0	0.00	0	0
		0 pls		0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		15,000	15,000

Master Project Schedule

TAB 7 – Master Project Schedule

Project Schedule

A preliminary summary level schedule for the **Event Tarmac** is attached.



Start date	09JUN21
Finish date	01OCT21
Data date	09JUN21
Run date	05JUL21
Page number	1A
© Primavera Systems, Inc.	

Chasco Constructors Event Tarmac Preliminary

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

Commissioners Court - Regular Session**40.****Meeting Date:** 07/13/2021

DOI Projects and Issues

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

Information**Agenda Item**

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

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

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 06/18/2021

Reviewed By

Andrea Schiele

Date

06/18/2021 01:02 PM

Started On: 06/18/2021 10:56 AM

Commissioners Court - Regular Session**41.****Meeting Date:** 07/13/2021

2013 Road Bond Transfer

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer \$640,000 from P290 (2013 Road Bond non-departmental) to P329 (O'Connor Drive Signals; \$100,000), P284 (Hairy Man Rd/Brushy Creek; \$100,000), P274 (Seward Junction SW; \$225,000), P231 (Ronald Reagan Blvd at I-35, \$15,000) and P261 (CR 110 Middle Phase 2; \$200,000).

Background

The attached memo provides more detail on the funds being transferred.

Fiscal Impact

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

Attachments

2013 Road Bond Transfer Memo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 07/08/2021

Reviewed By

Andrea Schiele

Date

07/08/2021 11:22 AM

Started On: 07/07/2021 04:29 PM

HNTB Corporation
Engineers Architects Planners

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

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

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



June 30, 2021

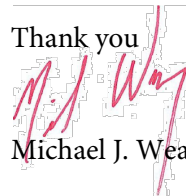
Re: 2013 Road Bond Project Budget Adjustment

Dear Ms. Lynce,

Please process the following 2013 Road Bond budget adjustment:

- Move \$100,000.00 from P-290 Unallocated to P-329 O'Connor Drive Signals;
- Move \$100,000.00 from P-290 Unallocated to P-284 Hairy Man Rd/Brushy Creek;
- Move \$225,000.00 from P-290 Unallocated to P-274 Seward Junction SW;
- Move \$15,000.00 from P-290 Unallocated to P-231 Ronald Reagan Blvd at IH-35;
- Move \$200,000.00 from P-290 Unallocated to P-261 CR 110 Middle Phase 2.

If you have any questions, please let me know.

Thank you

Michael J. Weaver

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

Commissioners Court - Regular Session**42.****Meeting Date:** 07/13/2021

2019 Road Bond Transfer

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a 2019 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to transfer \$900,000 from P399 (2019 Road Bond non-departmental) to P359 (Corridor E4; \$700,000) and P225 (Forest North Drainage; \$200,000).

Background

The attached memo provides more detail on the funds being transferred.

Fiscal Impact

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

Attachments

2019 Road Bond Transfer memo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 07/08/2021

Reviewed By

Andrea Schiele

Date

07/08/2021 11:22 AM

Started On: 07/07/2021 04:41 PM

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



June 30, 2021

Re: 2019 Road Bond Budget Adjustment

Dear Ms. Lynce,

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

- Move \$700,000.00 from P399 2019 Unallocated to P359 Corridor E4
- Move \$200,000.00 from P399 2019 Unallocated to P225 Forest North Drainage.

If you have any questions, please let me know.

Thank you.

A handwritten signature in red ink, appearing to read "M. J. Weaver", is written over a faint, light gray grid background.

Michael J. Weaver

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

Commissioners Court - Regular Session**43.****Meeting Date:** 07/13/2021

Awarding IFB #T4461 McNeil Road Milling, Sealing and Overlay

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

Information**Agenda Item**

Discuss, consider and take appropriate action on awarding IFB #T4461 McNeil Road Milling, Sealing and Overlay to Texas Materials Group, Inc. per the attachment and authorizing execution of the agreement.

Background

Purchasing solicited bids for McNeil Road Milling, Sealing and Overlay. One hundred forty-three (143) suppliers were invited to bid of which three (3) suppliers viewed the bid documents and two (2) responded. Texas Materials Group, Inc. was one of the two responsive bidders and Road and Bridge determined to award to Texas Materials Group, Inc. as the lowest bidder in the not-to-exceed amount of \$1,123,782.03. The Road and Bridge Department point of contact is James Williams. Funds are budgeted in FY 21, funding source 01.0200.0210.003599.

Fiscal Impact

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

Attachments

Award Letter
agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/07/2021 03:29 PM
County Judge Exec Asst.	Andrea Schiele	07/07/2021 04:00 PM
Form Started By: Andrew Portillo		Started On: 07/07/2021 10:51 AM
Final Approval Date: 07/07/2021		



July 7, 2021

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

Subject: Recommendation for McNeil Rd Milling and Overlay Project – Bid #T4461

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Texas Materials Group, Inc.) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Texas Materials Group, Inc. - \$1,123,782.03
2. Lone Star Paving - \$1,257,452.28

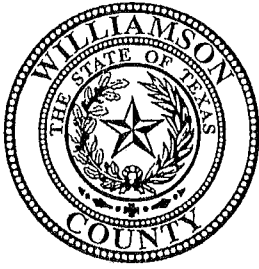
The Contractor's low base bid is \$29,729.03 above the Engineer's Estimate, a cost increase of 2.72%.

In addition to meeting the bid qualifications subject to being low bidder, Texas Materials Group, Inc. has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$1,123,784.03 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Texas Materials Group, Inc. the contract for the McNeil Rd Milling and Overlay 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 _____ Texas Materials Group, 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 # ___T4461___, ___McNeil Road Milling, Sealing and Overlay___; 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 twenty three thousand seven hundred eighty two and 03 cents___ (\$_1,123,782.03_) 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 # ___T4461___, 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: ____TBD____

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 __TBD__; 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 a 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 be 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, Contractor 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, its 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 policies. 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 claiming 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: _____

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

CONTRACTOR:

By:  _____

Printed Name: DAVID REESE

Title: AUTHORIZED EMPLOYEE

Date: 7/7/2021

Contractor's Designated Representative:

DAVID REESE
1320 ARROW POINT DR.
CEDAR PARK, TX 78613

Phone 512-633-5680

Fax DAVID.REESE@TEXASMATERIALS.COM

Commissioners Court - Regular Session**44.****Meeting Date:** 07/13/2021

SE Loop Letter Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Letter Agreement with the Lakeside Estates HOA for subdivision improvements (fencing). Funding Source: Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Letter Agreement

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

07/07/2021 04:20 PM

Form Started By: Charlie Crossfield

Started On: 07/07/2021 04:06 PM

Final Approval Date: 07/07/2021

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

lisa@scrllaw.com

June 29, 2021

Via e-mail nallely@colbyhoa.com

LS Estates Homeowners Association, Inc.

c/o Nallely Valdez, Community Manager

Colby Property Management

205 Paloma Dr

Temple, TX 76502

Re: Williamson County—Southeast Loop
Lakeside Estates—Subdivision Improvement Acquisition

Dear Ms. Valdez:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition and replacement of certain subdivision improvements owned by LS Estates Homeowners Association, Inc. (“Owner”) and required to be removed as part of Williamson County’s (“County”) proposed Southeast Loop/Corridor A-1 roadway improvements and related appurtenances and utility adjustments (“Project”).

By execution of this letter the parties agree as follows:

1. County shall pay Owner the sum of **\$173,295.26** in good funds in return for Owner’s delivery to County of a fully executed and acknowledged Bill of Sale (“BOS”) in the form as set out in Exhibit “A” attached hereto and incorporated herein for conveyance of subdivision improvements, and as any additional compensation for the curative replacement of any acquired improvements.
2. County shall fund and deliver the payment as agreed herein within fourteen (14) days after full execution of this Agreement and delivery of executed W-9 form by Owner, or at other date and time agreed to between the parties.
3. This Agreement is being made, and the BOS is being delivered, in lieu of condemnation.
4. As additional compensation for this transaction, within thirty (30) days following delivery of the BOS as set out herein, Owner and County shall execute and deliver a License Agreement (“License”) in the form as set out in Exhibit “B” attached hereto and incorporated herein for use of the Parcel 8 and Parcel 17 proposed landscape

bed areas identified in Exhibit "A" to the BOS. The fully executed License shall be recorded by County in the Official Records of Williamson County. In addition, Owner and County shall continue to negotiate further easement or fee conveyance alternatives for the property area subject to the License as County makes additional determinations regarding the use of the License and interests of the adjacent property landowners.

If this meets with your understanding please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Lisa Dworaczyk
Sheets & Crossfield, PLLC

AGREED:

LS Estates Homeowners Association, Inc.

By: Nallely Valdez
Nallely Valdez, Community Manager

Date: 7/21/2021

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT “A” FORM OF BILL OF SALE FOLLOWS

BILL OF SALE

Southeast Loop—LS Estates Homeowners Association, Inc. Improvements

LS ESTATES HOMEOWNERS ASSOCIATION, INC. ("Seller"), for and in consideration of the payment of ONE HUNDRED SEVENTY THREE THOUSAND TWO HUNDRED NINETY-FIVE and 26/100 Dollars (\$173,295.26), the receipt of which is hereby acknowledged, has CONVEYED, SOLD, TRANSFERRED and DELIVERED, and by these presents does hereby CONVEY, SELL, TRANSFER and DELIVER unto WILLIAMSON COUNTY, TEXAS ("Purchaser"), the following personal property ("Property") located upon the portions of the real property in the Lakeside Estates subdivision which have been acquired by Purchaser for construction of improvements to Southeast Loop/Corridor A-1 within the limits of the Proposed ROW as shown on Exhibit "A" attached hereto, and further specifically described as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD the Property unto Purchaser, its successors and assigns forever, and Seller does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, title to the Property unto Purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Seller, but not otherwise.

The Property is conveyed, sold, transferred and delivered "AS IS" and "WITH ALL FAULTS." Seller makes and has made NO REPRESENTATION OR WARRANTY, express or implied, as to the existence, amount, condition, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or otherwise as to the Property, other than the warranty of title to the Property made herein.

This Bill of Sale contains the entire agreement between Seller and Purchaser pertaining to the Property. No covenant, representation or condition not expressed herein shall be binding upon Seller or Purchaser or shall affect or be effective to interpret, change or restrict the provisions of this Bill of Sale.

This Bill of Sale shall be binding upon and inure to the benefit of Seller, its successors and assigns, and Purchaser, and its successors and assigns.

Executed to be effective this ____ day of _____, 2021.

SELLER:

LS Estates Homeowners Association, Inc.

By: Nallely Valdez
Nallely Valdez, Community Manager

PURCHASER:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

EXHIBIT "A"
IMPROVEMENT LOCATION AND PROPOSED ROW LIMITS

EXHIBIT “B”

LS Estates Homeowners Association, Inc. Improvement Detail

<u>Item</u>	<u>Quantity</u>
6' wood fence	+852 LF
Stone Columns	11
Entry Sign	1
Landscaping	125 SF
6.5' Stone Wall	88 LF

**EXHIBIT “B” FORM OF LICENSE AGREEMENT
FOLLOWS**

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "*County*"), and **LS ESTATES HOMEOWNERS ASSOCIATION, INC.** (the "*Association*" or "*Licensee*"), enter into this **LICENSE AGREEMENT** (this "*Agreement*") upon the terms and conditions set forth below.

I.

PURPOSE AND GRANT OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage, and irrigation (collectively referred to herein as the "*Licensee's Improvements*"), in portions of the County's right-of-way or property. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of the County's right-of-way described in the attached **Exhibit "A"** (the "*Licensed Property*").

The County makes this grant solely to the extent of its right, title, and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement will be done in compliance with the terms and conditions of this Agreement and all applicable County, State, and/or Federal police, traffic, building, health, and safety ordinances, laws, and regulations existing at the time said construction and maintenance is performed.

II.

ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee will be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct and obligation to thereafter maintain Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III.

COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, roadways, or streets on, beneath, or above the surface of the Licensed Property.

Nothing in this Agreement will be construed to limit, in any way, the power of the County to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days' written notice of such action and will cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering, or improvement of the Licensed Property, and further, to cooperate with Licensee wherever possible, to effect such widening, altering, or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property at any time without notice to Licensee, assuming no obligation to Licensee, and remove, without liability to County, any of the Licensee's Improvements whenever such removal is deemed necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee will, at its sole expense, obtain and maintain during the term of this Agreement a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage must specifically name the County as an additional insured and cover all perils arising from the activities of Licensee, its officers, directors, employees, agents, or contractors relative to this Agreement. Licensee will be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage must be delivered to the County on or before the Effective Date defined on the initial signature page hereto.

So long as Licensee is using the Licensed Property, Licensee will not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates must include a clause to the effect that the policy will not be canceled, reduced, restricted, or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND WILL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF THE COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, 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 LICENSED PROPERTY OR IN CONNECTION WITH LICENSEE'S IMPROVEMENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE 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 INDEMNITEE. THIS INDEMNIFICATION WILL 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, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS 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 LICENSEE 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 AN INDEMNITEE HEREUNDER.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of Licensee's Improvements on the Licensed Property. Further, Licensee will reimburse the County for all costs of replacing or repairing any property of the County or of others which is damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance and Utility service. Licensee will maintain the Licensed Property and Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants will also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants must be completed within thirty (30) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within thirty (30) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements. Any electric, water or other public or private utility service required for Licensee's use of the Licensed Property shall be the sole responsibility of Licensee to obtain, install, maintain, and pay for any required service account or usage.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property will be at Licensee's sole expense. Said removal or modification will be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County will give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the addresses set forth below. Licensee will have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to the County's complete satisfaction within the 30-day period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within thirty (30) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement will begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property is used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, will expire and terminate following thirty (30) days' written notice to Licensee. If such abandonment has not been remedied by Licensee within such period, the County will thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and will have the right to enter on the Licensed Property so abandoned and terminate the rights of

Licensee, its successors and assigns hereunder, with respect to the abandoned Licensed Property. All installations of Licensee's Improvements on Licensed Property abandoned by Licensee that are not removed prior to the County's termination of the license as to such Licensed Property will be deemed the property of the County as of the effective date of the County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement may be terminated by Licensee as to all or any portion of the Licensed Property by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee will, within the 30-day notice period, remove from the portion of the Licensed Property as to which this Agreement is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements within the portion of the Licensed Property as to which this Agreement is being terminated that are not removed within said period will become the property of the County. Licensee hereby agrees and acknowledges that Licensee will be liable to the County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated in whole or in part at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. LICENSEE AS LICENSEE

Notwithstanding any contrary provision herein, in the event that the Licensee ceases to exist or fails to comply with the terms, conditions, and obligations of this Agreement, the County will provide written notice to the Licensee noncompliance with this Agreement. Within thirty (30) days after the Licensee's receipt of such notice, the Licensee will remedy the default and secure the insurance required pursuant to Article IV above or notify the County that the Licensee desires to terminate this Agreement effective as of the end of such 30-day period.

X.
MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement will lie exclusively in Williamson County, Texas. Furthermore, this Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

C. Covenant Running With Land; Waiver of Default. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each party's successors and assigns. Any party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee will not assign, sublet, or transfer its interest in this Agreement without the written consent of the County, which consent will not be unreasonably withheld. In the event that the County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, Licensee will furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address, and contact person.

E. Notices. All notices, demands, and requests for delivery of documents or information hereunder must be in writing and will be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands, and requests hereunder will be addressed as follows or to such other addresses which a party may so designate by sending notice as aforesaid:

To the Licensee at:

LS Estates Homeowners Association, Inc.
c/o Colby Property Management
205 Paloma Dr.
Temple Texas 76502

To the County at:

Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with a copy to:

Williamson County Engineer
Terron Evertson (or successor)
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws. Each party to this Agreement will 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

H. Gender, Number and Headings. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and will not be considered in interpreting or construing this Agreement.

I. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

J. No Waiver of Immunities. Nothing in this Agreement will be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or the Licensee, or their respective past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither the County nor the Licensee waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute a single instrument.

THE REMAINDER OF THIS PAGE IS BLANK

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____,
2014 (the "Effective Date").

COUNTY:

WILLIAMSON COUNTY, a political
subdivision of the State of Texas

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

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of
_____, 2021 by Bill Gravell, Jr., as County Judge of WILLIAMSON
COUNTY, a political subdivision of the state of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas

LICENSEE:

LS Estates Homeowners Association, Inc.

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the _____ day of _____, 2021, by _____, the _____ of LS Estates Homeowners Association, Inc., in the capacity and for the purposes and consideration recited herein.

NOTARY PUBLIC, State of Texas

Exhibit "A"- Licensed Property

Commissioners Court - Regular Session**45.****Meeting Date:** 07/13/2021

Sam Bass Road 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 Carole D. Gessaman, Individually and as Independent Executor of the Estate of Bruce Edward Gessaman (deceased). Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

07/07/2021 04:20 PM

Form Started By: Charlie Crossfield

Started On: 07/07/2021 04:09 PM

Final Approval Date: 07/07/2021

REAL ESTATE CONTRACT

Corridor H/Sam Bass Road Right of Way—Parcel 22

THIS REAL ESTATE CONTRACT ("Contract") is made by CAROLE D. GESSAMAN, INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF BRUCE EDWARD GESSAMAN, DECEASED (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 1.937 acre (84,377 sq. ft.) tract of land out of the J.H. DILLARD SURVEY, ABSTRACT NO. 179, Williamson County, Texas; said tract more particularly described by metes and bounds in Exhibit "A" to be attached. (**Parcel 22**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

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 THREE HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED TWENTY-ONE and 00/100 Dollars (\$386,521.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. By execution of this contract, the parties acknowledge and agree that Purchaser shall not require the removal of the free-standing recreational building/garage on the remaining property of Seller due to the conveyance of the Property, or construction of proposed roadway facility improvements upon the Property.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before August 15, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Carole D. Gessaman

Carole D. Gessaman, Individually and as
Independent Executor of the Estate of
Bruce Edward Gessaman, Deceased

Address: 4500 Sam Bass Road
Round Rock, Texas 78681

Date: 6-24-2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 22
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 1 of 5
April 28, 2020

PROPERTY DESCRIPTION FOR PARCEL 22

DESCRIPTION OF A 1.937 ACRE (84,377 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 32.96 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO BRUCE E. GESSAMAN AND WIFE, CAROLE D. GESSAMAN, RECORDED JUNE 21, 1994 IN VOLUME 2553, PAGE 222, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 1.937 ACRE (84,377 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap found 489.12 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 296+15.23 on the south line a called 254.4 acre tract of land, described in a deed to City of Round Rock, recorded in Document No. 20100066640, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northeast corner of a called 10.01 acre tract of land, described in a deed to Michelle Klingemann and Eric Klingemann, recorded in Document No. 2015020130, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 32.96 acre tract;

THENCE S 00°10'15" E, departing the south line of said 254.4 acre tract, with the common line of said 10.01 acre tract and said 32.96 acre tract, a distance of 402.57 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,170,344.00, E=3,109,622.12) set 90.77 feet left of Sam Bass Road E.C.S 296+73.32 on the proposed north right-of-way line of Sam Bass Road, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 10.01 acre tract and said 32.96 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said remainder of a called 32.96 acre tract, the following seven (7) courses and distances numbered 1-7:

- 1) S 87°07'40" E, a distance of 71.92 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 97.36 feet left of Sam Bass Road E.C.S. 297+44.94,
- 2) S 74°58'09" E, a distance of 55.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.69 feet left of Sam Bass Road E.C.S. 298+00.10,
- 3) S 77°10'29" E, a distance of 201.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 300+02.58, said point being the beginning of a curve to the left,
- 4) With said curve to the left, an arc distance of 58.37 feet, through a central angle 00°20'13", having a radius of 9,928.00 feet, and a chord that bears S 83°14'18" E, a distance of 58.37 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 300+61.38,
- 5) S 83°24'24" E, a distance of 177.21 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 302+38.59, said point being the beginning of a curve to the right,

EXHIBIT "A"

County: Williamson
Parcel No.: 22
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 2 of 5
April 28, 2020

- 6) With said curve to the right, an arc distance of 464.60 feet, through a central angle $12^{\circ}50'51''$, having a radius of 2,072.00 feet, and a chord that bears $S 76^{\circ}58'59'' E$, a distance of 463.63 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 306+87.05, and
- 7) $S 71^{\circ}08'04'' E$, a distance of 21.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.33 feet left of Sam Bass Road E.C.S. 307+07.70 on the common line of said remainder of a called 32.96 acre tract and a called 2.00 acre tract of land, described as Tract 1 in a deed to Joel T. Rogers, recorded in Document No. 2015078579, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, from which a 3/4-inch iron rod found, for the northwest corner of said 2.00 acre tract, same being the an interior ell corner of said remainder of a called 32.96 acre tract bears $N 20^{\circ}18'18'' W$, a distance of 648.87 feet;
- 8) **THENCE** $S 20^{\circ}18'18'' E$, departing the proposed north right-of-way line of said Sam Bass Road, with the common line of said 2.00 acre tract and said remainder of a called 32.96 acre tract, a distance of 35.81 feet to a calculated point on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said 2.00 acre tract, same being the southeast corner of said remainder of a called 32.96 acre tract and the parcel described herein;
- THENCE** departing the common line of said 2.00 acre tract and said remainder of a called 32.96 acre tract, with the existing north right-of-way line of said Sam Bass Road, the following two (2) courses and distances numbered 9-10:
- 9) $N 82^{\circ}59'38'' W$, a distance of 983.45 feet to a calculated point, and
- 10) $N 81^{\circ}45'23'' W$, a distance of 64.75 feet to a 1/2-inch iron rod with a plastic cap found, for the southeast corner of said 10.01 acre tract, same being the southwest corner of said remainder of a called 32.96 acre tract and the parcel described herein;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 22
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

Page 3 of 5
April 28, 2020

11) **THENCE** N 00°10'15" W, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 10.01 acre tract and said remainder of a called 32.96 acre tract, a distance of 105.68 feet to the **POINT OF BEGINNING**, and containing 1.937 acre (84,377 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

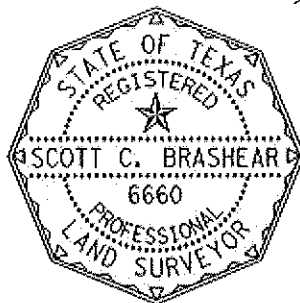
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 4/28/20

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S87°07'40"E	71.92'
L2	S74°58'09"E	55.50'
L3	S77°10'29"E	201.70'
L4	S83°24'24"E	177.21'
L5	S71°08'04"E	21.40'
L6	S20°18'18"E	35.81'
L7	N82°59'38"W	983.45'
(L7)	(N83°06'30"W)	(983.43')
L8	N81°45'23"W	64.75'
(L8)	(N81°46'W)	(801.55')
L9	N00°10'15"W	105.68'

CITY OF ROUND ROCK
CALLED 245.4 AC.
DOC. NO. 200006640
O.P.R.W.C.TX.

MICHELLE KLINGEMANN
& ERIC KLINGEMANN
CALLED 10.01 AC.
DOC. NO. 2015020130
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI STA 299+27.52
N = 10,170,218.21
E = 3,109,860.92
Δ = 0°32'02" (LT)
D = 0°34'23"
L = 267.73'
R = 133.87'
T = 10,000.00'
PC STA 297+93.65
PT STA 300+61.38

P.O.C.
1/2" W/PCAP
296+15.23'
489.12' LT

DRAINAGE WATER CONTROL
AND INUNDATION EASEMENT
DOC. NO. 2008051883
O.P.R.W.C.TX.

P.O.B.
N=10,170,344.00
E=3,109,622.12
Δ=296+73.32
L=90.77' LT

SAM BASS ROAD
ENGINEER'S CENTERLINE
S81°52'22"E
893.19'

MAYFIELD DRIVE
(VARIABLE WIDTH R.O.W.
PER PLAT VOL. 10, PG. 25
P.R.W.C.TX.)

C.R. 175
(SAM BASS RD)
(VARIABLE WIDTH R.O.W.)
(NO RECORD INFORMATION FOUND)

WASH DRIVE
(VARIABLE WIDTH R.O.W.
DOC. NO. 2017048609
O.P.R.W.C.TX.)



GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°20'13"LT	9,928.00'	58.37'	58.37'	S83°14'18"E
C2	12°50'51"RT	2,072.00'	464.60'	463.63'	S76°58'59"E

JOEL T. ROGERS
CALLED 0.44 AC.
TRACT 2
DOC. NO. 2015078579
O.P.R.W.C.TX.

CHRIS GOODMAN &
WIFE, KIM L. GOODMAN
CALLED 4.824 AC.
DOC. NO. 199937326
O.P.R.W.C.TX.

ARUNKUMAR KESERLA AND
GYUZEL KESERLA, HUSBAND AND WIFE
CALLED 2.740 AC.
DOC. NO. 2018004855
O.P.R.W.C.TX.

MARIA DIGIULIO
& CRAIG DIGIULIO
WIFE AND HUSBAND
CALLED 1.03 AC.
DOC. NO. 2013107091
O.P.R.W.C.TX.

JOEL T. ROGERS
CALLED 2.00 AC.
TRACT 1
DOC. NO. 2015078579
O.P.R.W.C.TX.

BRUCE E. GESSAMAN &
WIFE, CAROLE D. GESSAMAN
RECORDED JUNE 21, 1994
REMAINDER OF A CALLED 32.96 AC.
VOL. 2553, PG. 222
O.R.W.C.TX.

FILE: \\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\22\PLAT00P-22.dgn

EXISTING	*20,752 AC.	ACQUIRE	1,937 AC.	REMAINING	18,815 AC.	LEFT
----------	-------------	---------	-----------	-----------	------------	------



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRUCE E. GESSAMAN &
WIFE, CAROLE D. GESSAMAN
PARCEL 22
1.937 AC. (84,377 SQ. FT.)

LEGEND

5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"

1/2" IRON ROD FOUND UNLESS NOTED

FENCE POST (TYPE NOTED)

CALCULATED POINT

PROPERTY LINE

RECORD INFORMATION

POINT OF BEGINNING

POINT OF COMMENCING

POINT OF REFERENCE

NOT TO SCALE

DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS

OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS

OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS

DISTANCE NOT TO SCALE

DEED LINE (COMMON OWNERSHIP)

A

KEVIN JOHN LINDELL
VOL. NO. 2002032117
O.P.R.W.C.TX.

B

JAMES M. SIBIGTROT
VOL. 724, PG. 764
D.R.W.C.TX.

LOT 3
RESUBDIVISION OF
LOTS 71 & 72
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET U, SLIDE 313
P.R.W.C.TX.

LOT 73
BRUSHY BEND PARK
SECTION II, PHASE II
CABINET C, SLIDE 123
P.R.W.C.TX.

C

ROBERT SHIMANEK, III
AND ALEXANDRA SHIMANEK
DOC. NO. 2017072622
O.P.R.W.C.TX.

D

DAVID A. MAULDIN AND
MARTHA MAULDIN,
HUSBAND AND WIFE
DOC. NO. 2017118881
O.P.R.W.C.TX.

LOT 1
WALSH SUBDIVISION
DOC. NO. 2017048609
O.P.R.W.C.TX.

LOT 2
WALSH SUBDIVISION
DOC. NO. 2017048609
P.R.W.C.TX.

E

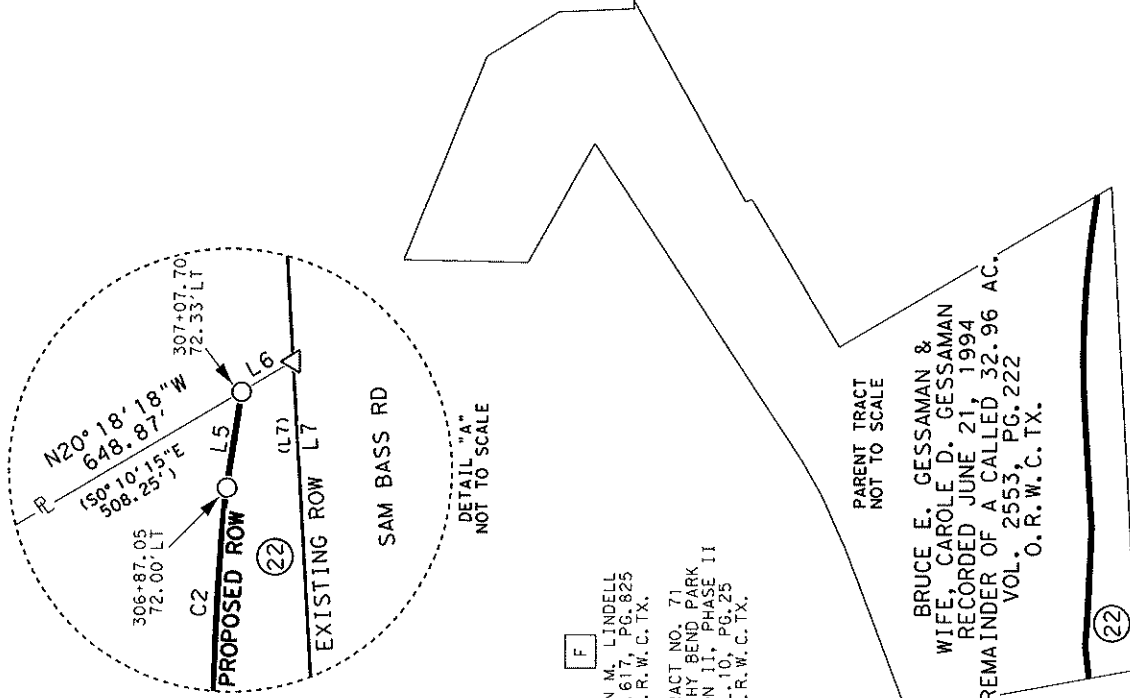
DAVID ALLEN HUFF AND WIFE,
CAROLYN BUSSIE HUFF
CALLED 29.27 AC.
VOL. 570, PG. 555
D.R.W.C.TX.

NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVDS88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY OF NO. 2011956, EFFECTIVE DATE MARCH 17, 2020, AND ISSUED DATE MARCH 31, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

EXHIBIT "A"

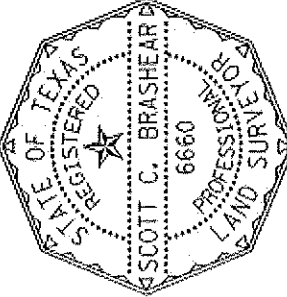


F

JOHN M. LINDELL
VOL. 617, PG. 825
D.R.W.C.TX.

TRACT NO. 71
BRUSHY BEND PARK
SECTION II, PHASE II
VOL. 10, PG. 25
P.R.W.C.TX.

PARENT TRACT
NOT TO SCALE



BRUCE E. GESSAMAN &
WIFE, CAROLE D. GESSAMAN
RECORDED JUNE 21, 1994
REMAINDER OF A CALLED 32.96 AC.
VOL. 2553, PG. 222
O.R.W.C.TX.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY
DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE AND BELIEF.

4/24/20

DATE

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

REF. FIELD NOTE NO. 47010
PAGE 5 OF 5

FILE\\saminc\us\PROJECTS\1017038216\100Survey\03Exhibits\22PLAT00P-22.dgn

EXISTING *20.752 AC. ACQUIRE 1.937 AC. REMAINING 18.815 AC. LEFT

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BRUCE E. GESSAMAN &
WIFE, CAROLE D. GESSAMAN
PARCEL 22
1.937 AC. (84,377 SQ. FT.)

EXHIBIT "B"

Parcel 22

DEED

Corridor H/Sam Bass Road 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 **CAROLE D. GESSAMAN, Individually and as Independent Executor of the Estate of Bruce Edward Gessaman, Deceased**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

Being 1.937 acre (84,377 square feet) of land out of the JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, in Williamson County, Texas, and being out of the remainder of a 32.96-acre tract conveyed by deed in Volume 2553, Page 222, Official Records, Williamson County, Texas; said 1.937 acres being more particularly described by metes and bounds on Exhibit A attached hereto.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the City of Round Rock or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor H/Sam Bass Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature pages follow]

GRANTOR:

Carole D. Gessaman, Individually and as Independent
Executor of the Estate of Bruce Edward Gessaman, Deceased

ACKNOWLEDGMENT

[illegible]

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Carole D. Gessaman, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**46.****Meeting Date:** 07/13/2021

CR 111 Letter Agreement for Jonah WL

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Letter Agreement with Andrew and Maedelle Anthony for a waterline easement on CR 111 (Parcel 25WE). Funding Source: Road Bonds P292

Background

Fiscal Impact

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

Attachments

Letter Agreement

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

07/07/2021 04:20 PM

Form Started By: Charlie Crossfield

Started On: 07/07/2021 04:14 PM

Final Approval Date: 07/07/2021

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

lisa@scrrlaw.com

June 24, 2021

Andrew & Maedelle Anthony
101 Jacobs Way
Hutto, TX 78634

Re: Williamson County—Westinghouse Road/CR111
Jonah SUD waterline easement
Parcel No.: 25WE

Dear Mr. & Mrs. Anthony:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a waterline easement interest in and across portions of your property ("Owner") as part of Williamson County's ("County") proposed CR 111 roadway improvements and related appurtenances and utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged waterline easement ("Easement") in and across that certain parcel of land totaling 2,188 SF, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **\$3,369.00** in good funds.

2. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated below and return it to me, and we will have this approved and signed by the County and process this for Closing and payment as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Lisa Dworaczyk

Lisa Dworaczyk
Sheets & Crossfield, PLLC

AGREED:

Andrew L. Anthony
Andrew L. Anthony

Date: 6/25/21

Maedelle T. Anthony
Maedelle, T. Anthony

Date: 6/25/21

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT
County Road 111/Westinghouse

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

ANDREW L. ANTHONY and MAEDELLE T. ANTHONY ("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 that certain 2,188 square foot tract of land, 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: N/A

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 15th day of June, 2021.

[signature pages follow]

GRANTORS:

By: Andrew L. Anthony
ANDREW L. ANTHONY

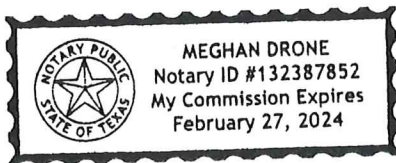
By: Maedelle T. Anthony
MAEDELLE T. ANTHONY

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 25th day of June, 2021,
by Andrew L. Anthony and Maedelle T. Anthony, in the capacity and for the purposes and
consideration recited herein.



Meghan Drone
Notary Public, State of Texas
Printed Name: Meghan Drone
My Commission Expires: 2-27-24

Page 1 of 2
Proj No. 22009
October 27, 2020

Parcel 25-E
2188 Sq Ft Easement
Lot 1, Block A, Valley Vista
John McQueen Survey, A-426
Williamson County, Texas

PARCEL 25 EASEMENT

DESCRIPTION OF A 2188 SQUARE FOOT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF LOT 1, BLOCK A, VALLEY VISTA SUBDIVISION, A MAP OF WHICH IS RECORDED IN CAB. P, SLIDE 18, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 1 BEING CONVEYED TO ANDREW L. ANTHONY, ET UX, BY SPECIAL WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2008033574, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2188 SQUARE FOOT TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a 1/2 inch iron rod found in the north line of County Road 111, a variable width roadway, no dedication found to date, being the southeast corner of that certain called 67.07 acre tract of land conveyed to Ernest W. Kimbro by General Warranty Deed of record in Document No. 2007004401 of the Official Public Records of Williamson County, Texas, same being the southeast corner of that certain called 3.885 acre tract of land conveyed to Williamson County by deed of record in Document No. 2018082244 of said Official Public Records of Williamson County, Texas, same being the southwest corner of Lot 1, Block A, said VALLEY VISTA SUBDIVISION, same being the southwest corner of that certain 0.026 acre tract of land conveyed to Williamson County by deed of record in Document No. 2018107579, said Official Public Records of Williamson County, Texas;

THENCE, North 21°15'14" West, departing the north boundary line of County Road 111, with the common line of said 67.07 acre, 0.026 acre, and 3.885 acre tracts and said Lot 1, a distance of 21.58 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set in the east line of said 67.07 acre tract, for the easternmost northeast corner of said 3.885 acre tract, same being the northwest corner of said 0.026 acre tract, for the **POINT OF BEGINNING**, and for the southwest corner of the herein described tract;

THENCE, North 21°15'14" West, with the east boundary line of said 67.07 acre tract, same being the west boundary line of said Lot 1, a distance of **15.31 feet**, to a point for the northwest corner of the herein described tract;

THENCE, North 80°18'52" East, over and across said Lot 1, a distance of **184.04 feet**, to a point in said north line of County Road 111, same being the south line of said Lot 1, for

MAC
10/27/2020

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

Page 2 of 2
Proj No. 22009
October 27, 2020

Parcel 25-E
2188 Sq Ft Easement
Lot 1, Block A, Valley Vista
John McQueen Survey, A-426
Williamson County, Texas

the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southeast corner of said Lot 1 bears North 68°45'04" East, a distance of 107.00';

THENCE, South 68°45'04" West, with the north line of said 0.026 acre tract of land and with said common line of County Road 111 and Lot 1, a distance of **74.83 feet**, to a 1/2 inch iron rod with cap stamped "RPLS 5784" for the southwest corner of the herein described tract;

THENCE, South 80°18'52" West, over and across said Lot 1, a distance of **107.66 feet**, to the **POINT OF BEGINNING**, and containing 2188 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in October 2016 to October 2020, under my supervision.

Steger & Bizzell Engineering Inc.


10/27/2020

Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700



CALLLED 67.07 AC (TRACT 1)
ERNEST W. KIMBRO
DOC NO. 2007004401, OPR

15' TEXAS UTILITIES ELECTRIC CO.
EASEMENT
DOC NO. 1997041730, OPR

LOT 1, BLOCK A
VALLEY VISTA
CAB P, SLIDE 18, PR
ANDREW L. ANTHONY, ET UX
DOC NO. 2008035374, OPR



JOHN MCQUEEN SURVEY
ABSTRACT 426
WILLIAMSON COUNTY, TEXAS

- NOTES:
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD 83 (2011)). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00013.
 2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.
 3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

CALLLED 3.885 AC
WILLIAMSON COUNTY
DOC NO. 2018082244, OPR

POB
"STEEGER
BIZZELL"
N 21° 15' 14" W
21.58'

POC
CALLLED 0.026 AC.
WILLIAMSON COUNTY
DOC NO. 2018107579, OPR

CR 111
(ROW VARIES)
(NO DEDICATION FOUND TO DATE)

N 80° 18' 52" E 184.04'
L2
S 68° 45' 04" W 74.83'

15' PUE
CAB P, SLIDE 18, PR
10' GTE SOUTHWEST INC.
EASEMENT
DOC NO. 1997056601, OPR

N 68° 45' 04" E
107.00'

Line Table		
Line #	Direction	Length
L1	N 21° 15' 14" W	15.31'
L2	S 80° 18' 52" W	107.66'

LEGEND

- IRON ROD FOUND (1/2" OR AS NOTED)
- RIGHT-OF-WAY
- PR OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- POB PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- POC POINT OF BEGINNING
- 1/2" IRON ROD WITH CAP STAMPED "RPLS 5784" OR "STEEGER BIZZELL" PREVIOUSLY SET

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, BY ME OR UNDER MY SUPERVISION, THAT THIS SURVEY PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

PARCEL 25-E
SKETCH TO ACCOMPANY DESCRIPTION
OF A 2188 SQ. FT EASEMENT
OUT OF
LOT 1, BLOCK A, VALLEY VISTA
WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630



STEGER BIZZELL

ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METED 512.930.9412 TEXAS REGISTERED ENGINEERING FIRM #181 STEGERBIZZELL.COM
17835 PRIN. NO. 0009320
>>>ENGINEERS >>>PLANNERS >>>SURVEYORS

DATE 10-27-2020

JOB NO. 22009

Commissioners Court - Regular Session**47.****Meeting Date:** 07/13/2021

Escrow Agreement for Bell Gin

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an Escrow Agreement with 60 Westinghouse Investments, LLC regarding the CR 111 project. Funding Source: Road Bonds P292

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Escrow Agreement

Form Review**Inbox**

County Judge Exec Asst.

Reviewed By

Andrea Schiele

Date

07/07/2021 04:21 PM

Form Started By: Charlie Crossfield

Started On: 07/07/2021 04:16 PM

Final Approval Date: 07/07/2021

**ESCROW AGREEMENT
(Westinghouse Road)**

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into to be effective as of _____, 2021, by and between 600 Westinghouse Investments, LLC, a Nevada limited liability company ("Developer"), Williamson County, Texas, ("County") and Georgetown Title Company ("Escrow Agent"), with reference to the following facts:

- A. Developer is developing approximately 128 acres (the "Property") located near the southeast corner of CR 110 and CR 111.
- B. Developer's predecessor in title, the Madison Westinghouse Co-tenancy ("Madison") entered into a Development Agreement (the "Agreement") with the County regarding the Property dated March 31, 2020 and recorded in Doc. # 202051914 of the Official Public Records of Williamson County, Texas, for the purpose of providing for the orderly and expeditious design, engineering and construction of an extension of a portion of Westinghouse Road running from CR 111 to CR 110, together with the construction of all required related construction and drainage and detention improvements to be constructed in accordance with the Plans and Specs (as defined in the Agreement) (the "Project").
- C. The Agreement requires the Developer, as successor to Madison, to dedicate approximately 7.345 acres in fee simple to the County for the construction of Westinghouse Road ("Westinghouse ROW") and to deposit into escrow an amount equal to one-third of the Project Estimate (as defined in the Agreement) with an escrow agent acceptable to both parties.
- D. Developer and County wish to engage the services of Georgetown Title Company to act as the escrow holder with regard to the Escrow Deposit for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement.

NOW THEREFORE, for good and valuable consideration, and the mutual obligations of the parties, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, the parties agree as follows:

- 1. Developer shall deposit with the Escrow Agent the Escrow Deposit via wire transfer the amount of Three Hundred Thirty-Six Thousand Six Hundred Eighty-Eight and 11/100 Dollars (\$336,688.11) (the "Escrow Deposit"), to be held by Escrow Agent in an escrow account and to be disbursed only as provided in this Agreement.

2. Developer will also deliver to the Escrow Agent a fully-executed Donation Special Warranty Deed in the form required in the Agreement to be recorded in Real Property Records.
3. Escrow Agent's obligation to perform under this Agreement will be contingent on Developer depositing the Escrow Deposit as provided herein.
4. If Developer elects to construct the Project as permitted in Section E.1 of the Agreement, Developer will provide written notice to Escrow Agent and the County. Thereafter, the Escrow Deposit will be disbursed as follows: as draws are paid to the contractor by Developer for the construction of the Project, Developer will provide a copy of the contractor's Draw Request (the "Draw Request") and evidence of payment of the Draw Request by Developer ("Payment Evidence") to the County and Escrow Agent. Within thirty (30) days after receipt of the a copy of the Draw Request and Payment Evidence by Escrow Agent, Escrow Agent authorized and directed to disburse to Developer from the Escrow Deposit the sum of one-third of the amount paid by Developer reflected on the Payment Evidence. When the final Draw Request on the Project has been paid by Developer, Developer will note such on the Draw Request and Payment Evidence provided to Escrow Agent and the County. Within thirty (30) days after receipt of the copy of the final Draw Request and final Payment Evidence, Escrow Agent is authorized and directed to disburse to the then remaining balance of the Escrow Deposit to Developer. If the final Draw Request and Payment Evidence is not provided to Escrow Agent and the County within 30 months after the initiation of construction by the Developer, subject to force majeure conditions, and the County gives Developer and Escrow Agent written notice that the County has elected to complete the construction of the Project as permitted by the Agreement, then on the earlier to occur of (i) the date County gives Escrow Agent and Developer written notice that Developer has commenced on-the-ground development of the Property or (ii) March 31, 2030, the Escrow Agent is authorized and directed to disburse the then remaining balance of the Escrow Deposit to (a) the County, if the County has previously paid the Orenda Costs (as defined in the Agreement) to Developer, or (b) up to \$137,716.25 of the then remaining balance of the Escrow Deposit to Developer and the balance of the Escrow Deposit, if any, to the County, if the County has not previously paid the Orenda Costs to Developer.
5. If the County elects to construct the Project as permitted in Section E.1 of the Agreement, the County will provide written notice to Escrow Agent and Developer. Thereafter, the County will be entitled to disbursements of the Escrow Deposit as follows: the County will provide Developer and Escrow Agent notice of completion of construction of the Project and within thirty (30) days of the notice from the County of the completion of the Project, the Escrow Agent is authorized and directed to disburse the Escrow Deposit as follows: (a)

\$198,971.86 (being the amount of the Escrow Deposit less the Orenda Costs) will be disbursed to the County and (b) \$137,716.25 will be disbursed to Developer.

6. This Escrow Agreement is specifically for the benefit of Williamson County and Developer and may not be revised, supplemented, waived or withdrawn without the prior written consent of the County's authorized representative and Developer.
7. County shall pay all banking fees incurred in connection with Escrow Agent's obligations under this Agreement.
8. This Agreement shall terminate when all of the Escrow Deposit has been disbursed by Escrow Agent in accordance with this Agreement or as otherwise directed in writing by the County and Developer.
9. Escrow Agent shall not be under any duty to give the Escrow Deposit held by it hereunder any greater degree of care than it gives its own similar property and shall not be required to invest the Escrow Deposit held hereunder except as directed in this Agreement.
10. Escrow Agent shall not be liable for actions or omissions hereunder, except for its own gross negligence or willful misconduct and, except with respect to claims based upon such gross negligence or willful misconduct that are successfully asserted against Escrow Agent, the other parties hereto shall jointly and severally indemnify and hold harmless Escrow Agent (and any successor Escrow Agent) from and against any and all losses, liabilities, claims, actions, damages and expenses, including reasonable attorneys' fees and disbursements, arising out of and in connection with this Agreement. Without limiting the foregoing, Escrow Agent shall in no event be liable in connection with its investment or reinvestment of any cash held by it hereunder in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Escrow Fund or any loss of interest incident to any such delays. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION. This Section shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.

11. Escrow Agent shall be entitled to rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity of the service thereof. Escrow Agent may act in reliance upon any instrument or signature believed by it to be genuine and may assume that the person purporting to give receipt or advice or make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. Escrow Agent may conclusively presume that the undersigned representative of any party hereto which is an entity other than a natural person has full power and authority to instruct Escrow Agent on behalf of that party unless written notice to the contrary is delivered to Escrow Agent.
12. Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted by it in good faith in accordance with such advice.
13. Escrow Agent does not have any interest in the Escrow Deposit deposited hereunder but is serving as escrow holder only and has only possession thereof. Any payments of income from the Escrow Deposit shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide Escrow Agent with appropriate Internal Revenue Service Forms W-9 for tax identification number certification, or nonresident alien certifications. This Section shall survive notwithstanding any termination of this Agreement or the resignation of Escrow Agent.
14. Escrow Agent makes no representation as to the validity, value, genuineness or collectability of any security or other document or instrument held by or delivered to it.
15. Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.
16. Escrow Agent (and any successor Escrow Agent) may at any time resign as such by delivering the Escrow Deposit to any successor Escrow Agent jointly designated by the other parties hereto in writing, or to any court of competent jurisdiction, whereupon Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of Escrow Agent will take effect on the earlier of (i) the appointment of a successor (including by a court of competent jurisdiction) or (ii) the day which is thirty (30) days after the date of delivery of its written notice of resignation to the other parties hereto. If, at that time, Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time

shall be to retain and safeguard the Escrow Deposit until receipt of a designation of successor Escrow Agent or a joint written disposition instruction by the other parties hereto or a final, nonappealable order of a court of competent jurisdiction.

17. In the event of any disagreement resulting in adverse claims or demands being made in connection with the Escrow Deposit or in the event that Escrow Agent is in doubt as to what action it should take hereunder, Escrow Agent shall be entitled to retain the Escrow Deposit until Escrow Agent shall have received (i) a final, nonappealable order of a court of competent jurisdiction directing delivery of the Escrow Deposit or (ii) a written agreement executed by the parties hereto directing delivery of the Escrow Deposit, in which event Escrow Agent shall disburse the Escrow Deposit in accordance with such order or agreement. Any court order shall be accompanied by a legal opinion by counsel for the presenting party satisfactory to Escrow Agent to the effect that the order is final and nonappealable. Escrow Agent shall act on such court order and legal opinion without further question. Anything contained herein to the contrary notwithstanding, Escrow Agent may require that is received as a condition to any Disbursement, joint or consistent written instructions from seller & buyer as to the disbursement of escrow funds.
18. In the event the Escrow Agent becomes involved in litigation in connection with this escrow, Developer agrees to indemnify and save the Escrow Agent harmless from all loss, costs, damages, expenses and attorney's fees suffered or incurred by the Escrow Agent as a result thereof.
19. Any communication, notice or demand of any kind whatsoever under this Agreement shall be in writing and delivered by personal service (including overnight express or local courier service), by electronic communication, whether by facsimile (with receipt confirmed by telephone) or electronic mail (with receipt confirmed by return email), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Developer: 600 Westinghouse Investments, LLC
Attn: Marcus Hiles
2505 N. State Highway 360, Suite 800
Grand Prairie, TX 75050
Telephone: 972.471.8700
Facsimile: 972.471.8719
Email: marcush@livew3.com and
matth@livew3.com

With Copies to: Nathan M. Rosen, P.C.
One Bent Tree Tower
16475 Dallas Parkway, Suite 350

Addison, Texas 75001
Attn: Nathan M. Rosen
Telephone: (972) 818-7600
Facsimile: (972) 818-7606
Email: nrosen@txrelaw.com

If to County: Williamson County
Attn: County Judge
710 Main Street
Georgetown, Texas 78626

If to the Escrow Agent: Georgetown Title Company
1717 N. Mays St.
Round Rock, TX 78664

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others. All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 19 are effective upon delivery, if delivered personally or by overnight express or local courier service, upon confirmed transmission if by electronic communication, and are effective upon deposit in the United States mail, postage prepaid if delivered by mail.

20. Developer represents and warrants that neither Developer nor any members or affiliates has a financial or other interest in the Escrow Agent or its principals or officers, except that Escrow Agent may be the depository for accounts or escrowed documents maintained by such entities.
21. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.
22. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.
23. The laws of the State of Texas shall govern this Agreement. Venue will be in a state court of competent jurisdiction in Williamson County, Texas.
24. This Agreement contains the entire agreement of the parties as to the subject matter hereof. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This

Agreement can be amended only by written agreement signed by the parties as provided for herein. This Agreement supersedes all prior agreements between the parties concerning the payment for the Signal Improvements due under the Contracts.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

[Signature Page Follows]

DEVELOPER:

600 WESTINGHOUSE INVESTMENTS, LLC,
a Nevada limited liability company

By: 600 WHI, L.P.,
a Nevada limited partnership, sole Member

By: WHI-GenPar 19-5, L.P.,
a Nevada limited partnership,
General Partner

By: WRIA 19-5, LLC,
a Nevada limited liability
company, General Partner

By: _____
Marcus D. Hiles
Presiding Member and
Chief Executive Officer

ESCROW AGENT:

Georgetown Title Company

By: _____
Name: David Hays
Its: Escrow Agent

COUNTY:

Williamson County, Texas

By: _____
Name: Bill Gravell, Jr.
Its: County Judge

Commissioners Court - Regular Session**48.****Meeting Date:** 07/13/2021

Liberty Hill Bypass Contract

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 Fidel G. Loza for parkland. Funding Source: Parks P444

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/07/2021

Reviewed By

Andrea Schiele

Date

07/07/2021 04:35 PM

Started On: 07/07/2021 04:19 PM

REAL ESTATE CONTRACT

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FIDEL G. LOZA** (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 2.364 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County, Texas, and being all of the called 2.362 acre tract of land (Tract 1) conveyed to Fidel G. Loza, recorded in Document No. 2016039911 of the Official Public Records of Williamson County, Texas; said 2.364 acre tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

Access Easement being a 30 foot wide strip of land, out of the Henry Field Survey, Abstract No. 233, Williamson County, Texas; said 30 foot strip being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A-B" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of THREE HUNDRED FORTY-FIVE THOUSAND and 00/100 Dollars (\$345,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

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**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before July 31, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A-B", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (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, but shall otherwise be the obligation of the Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Fidel M. Loza
Fidel Loza

Address: 929 Stubbins Ln.
Liberty Hill TX 78642

Date: 06-29-21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: LOZA – TRACT 1
Tax ID: R523048

METES AND BOUNDS DESCRIPTION FOR PARCEL LOZA

FOR A 2.364 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE CALLED 2.362 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO FIDEL G. LOZA, RECORDED IN DOCUMENT NO. 2016039911 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.364 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pipe found (Surface Coordinates: N=10210899.82, E=3055668.31) monumenting the southwest corner of said 2.362 acre Loza tract and the northwest corner of the called 13.929 acre tract of land (Tract I) conveyed to Murray K. Choate and Pamela R. Choate, recorded in Document No. 2016107912 of the Official Public Records of Williamson County, Texas, same being on the east boundary line of the called 1011.979 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2008070649 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, **N 21°29'53" W** with the west boundary line of said 2.362 acre Loza tract and the west boundary line of said 1011.979 acre Williamson County, Texas tract for a distance of **124.34 feet** to an iron rod found with cap marked "RPLS 5784" monumenting the northwest corner of said 2.362 acre Loza tract and the southwest corner of the called 1.828 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016038954 of the Official Public Records of Williamson County, Texas, for the northwest corner hereof, from which a 1/2" iron rod found, bears N 18°31'11" E for a distance of 0.49 feet;

THENCE, **N 44°28'53" E** with the north boundary line of said 2.362 acre Loza tract and the south boundary line of said 1.828 acre Williamson County, Texas tract for a distance of **414.81 feet** to an iron rod found with cap marked "RPLS 5784" monumenting the northeast corner of said 2.362 acre Loza tract and the southeast corner of said 1.828 acre Williamson County, Texas, tract, same being on the west boundary line of the called 54.068 acre tract of land (Tract 2) conveyed to J. Patrick Harlow and Lisa M. Harlow, recorded in Document No. 9639594 of the Official Records of Williamson County, Texas, for the northeast corner hereof, from which a 60D nail found bears N 42°30'14" E for a distance of 0.74 feet;

County: Williamson
Parcel No.: LOZA – TRACT 1
Tax ID: R523048

THENCE, **S 34°59'12" E** with the east boundary line of said 2.362 acre Loza tract and said west boundary line of the 54.068 acre Harlow tract for a distance of **363.63 feet** to a 1/2" iron rod found monumenting the southeast corner of said 2.362 acre Loza tract and the southwest corner of said 54.068 acre Harlow tract, same being on the north boundary line of said 13.929 acre Choate tract, for the southeast corner hereof, from which a 1/2" iron pipe found monumenting the northeast corner of said 13.929 acre Choate tract and an angle point on the south boundary line of said 54.068 acre Harlow tract, bears N 76°22'47" E for a distance of 106.35 feet;

THENCE, **S 75°55'28" W** with the south boundary line of said 2.362 acre Loza tract and said north boundary line of the 13.929 acre Choate tract for a distance of **467.62 feet** to the **POINT OF BEGINNING** and containing 2.364 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A survey drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900



NOVEMBER 16, 2020

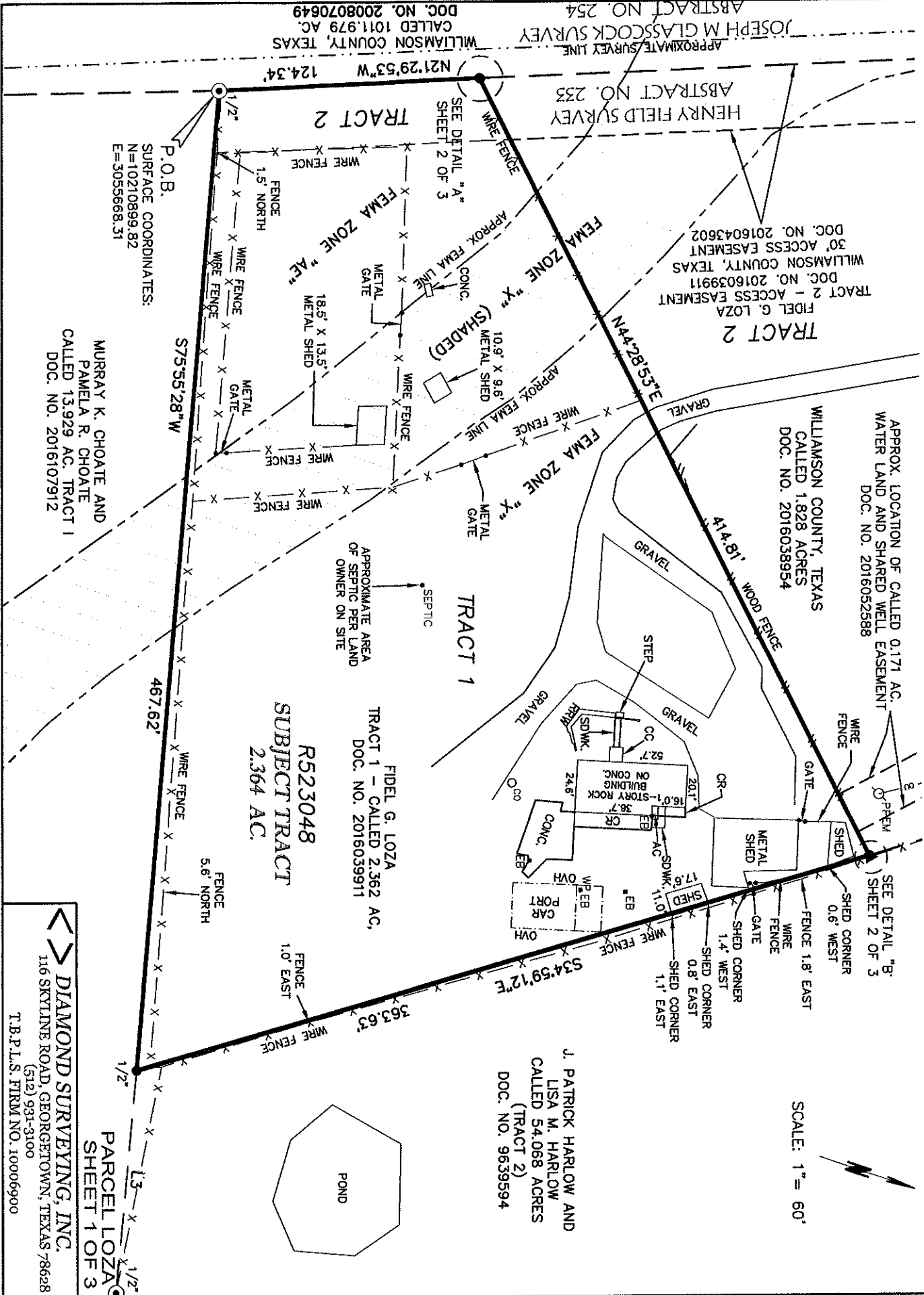
SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WILLIAMSON COUNTY PSA PROJECTS\ 2020 Liberty Hill SH 29 Bypass WA#1\ PARCELS FINAL LTS SURVEYS\PARCEL LOZA LTS\11-16-2020_LOZA TRACT - LAND TITLE SURVEY m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.364 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE CALLED 2.362 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO FIDEL G. LOZA, RECORDED IN DOCUMENT NO. 2016039911 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 929 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



SCALE: 1" = 60'

J. PATRICK HARLOW AND
LISA M. HARLOW
CALLED 54.068 ACRES
(TRACT 2)
DOC. NO. 9639594

FIDEL G. LOZA
TRACT 1 - CALLED 2.362 AC,
DOC. NO. 2016039911
SUBJECT TRACT
R523048
2.364 AC.

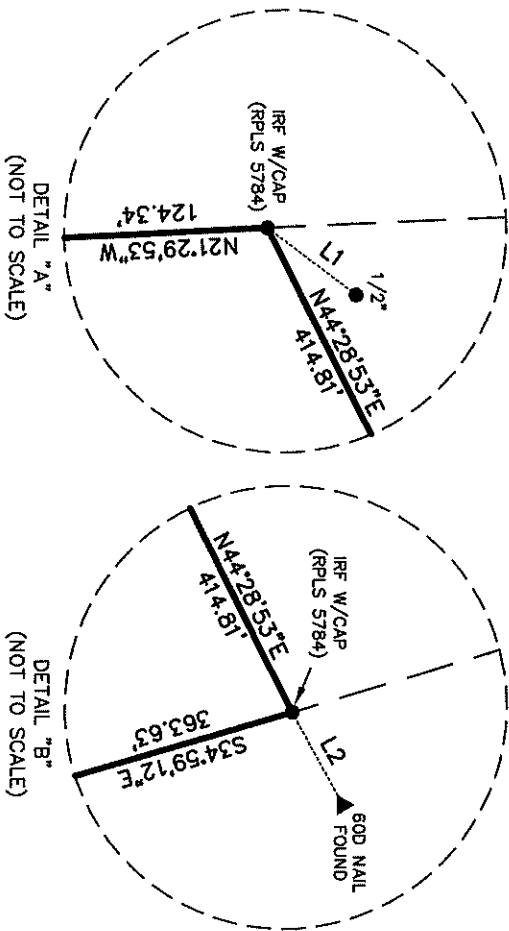
P.O.B.
SURFACE COORDINATES:
N=10210899.82
E=3055668.31

MURRAY K. CHOATE AND
PAMELA R. CHOATE
CALLED 13.929 AC, TRACT 1
DOC. NO. 2016107912

<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

PARCEL LOZA
SHEET 1 OF 3

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.364 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE CALLED 2.362 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO FIDEL G. LOZA, RECORDED IN DOCUMENT NO. 2016039911 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. PROPERTY ADDRESS: 929 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



LINE TABLE	
LINE	BEARING
L1	N18°31'11"E
L2	N42°30'14"E
L3	N76°22'47"E

LEGEND

- IRON ROD FOUND
- IRON PIPE FOUND
- ▲ NAIL FOUND
- WP WOOD POST
- EB ELECTRIC BOX
- ^{PPM} POWER POLE WITH ELECTRIC METER
- ^{CO} CLEAN OUT
- SEPTIC SEPTIC AREA
- X — X — X — WIRE FENCE
- — — — — OVERHEAD UTILITY LINE
- // — // — WOOD FENCE
- - - - - APPROXIMATE SURVEY LINE
- CC COVERED CONCRETE
- CR COVERED ROCK AND CONCRETE WALKWAY
- RRW ROCK RETAINING WALL
- AC AIR CONDITIONER/NO PAD
- OVH OVERHANG
- SDWK. SIDEWALK
- CONC. CONCRETE
- FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
- P.O.B. POINT OF BEGINNING

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.364 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THE CALLED 2.362 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO FIDEL G. LOZA, RECORDED IN DOCUMENT NO. 2016039911 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 929 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.
- 3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ZONE X (SHADED) AREA OF 0.2% ANNUAL CHANCE FLOOD HAZARD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE AND ZONE AE AREA WITH BASE FLOOD ELEVATION (BFE) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.
- THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.
- 4) ALL SHEDS ARE METAL ON DIRT.

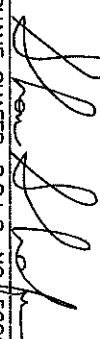
TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 2022768-KFD, which bears an effective date of August 24, 2020 and an issued date of September 1, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

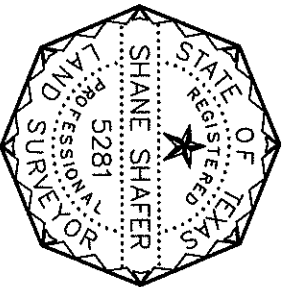
10a. Terms, Conditions, and Stipulations in the License Agreement Recorded: Document No. 2016052588, Official Public Records, Williamson County, Texas. The subject tract is a part of said agreement, a portion of the 0.171 acre Water Line and Shared Well Easement is shown hereon.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 20, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.


SHANE SHAFER, R.P.L.S. NO. 5281

NOVEMBER 16, 2020
DATE



PARCEL LOZA
SHEET 3 OF 3

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

EXHIBIT "B"

Access Easement

BEING a 30-Foot-Wide Strip of land, situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas, said land being a portion of that certain tract of land, called 5 acres, as conveyed to Claudie Andrew Cantrell and wife, Donic Cantrell, by deed as recorded in Volume 492, Page 431, of the deed Records of Williamson County, Texas. Surveyed on the ground in the month of February, 2013, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found on the east line of Stubblefield Lane, being on, or near, the west line of the Henry Field Survey, Abstract No. 233 and the east line of the Joseph M. Glasscock Survey, Abstract No. 254, marking the Northwest corner of the above-referenced 5 acre Cantrell tract, being the Southwest corner of that certain Second Tract, as conveyed to Raymond G. Cantrell and wife, Pamela L. Cantrell, by deed as recorded in Volume 2179, Page 659, of the Official Records of Williamson County, Texas, for the Northwest corner hereof;

THENCE, along the north line of the said 5 acre Cantrell tract, being the south line of the said Cantrell Second Tract, N 70°59'30" E, 30.00 feet to a point for the Northeast corner hereof;

THENCE, S 19°44'45" E, 263.50 feet to a point and S 21°02'00" E, 369.84 feet to a point on the south line of the said 5 acre Cantrell tract, being the north line of that certain tract of land, called 19.929 acres, as conveyed to Joe Hernandez and Maria Contreras by deed recorded as Document No. 2008024337 of the Official Public Records of Williamson County, Texas, being the south line of the said 5 acre Cantrell tract, for the Southeast corner hereof;

THENCE, S 76°01'15" W, 30.23 feet to a ¾" pipe found on, or near, the said west line of the Henry Field Survey, Abstract No. 233 and the east line of the Joseph M. Glasscock Survey, Abstract No. 254, marking the Southwest corner of the said 5 acre Cantrell tract, being on the east line of that certain tract of land, called 1011.979 acres, as conveyed to Williamson County, Texas, by deed recorded as Document No. 2008070649 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, N 21°02'00" W, 366.46 feet to an iron pin found marking a northeasterly corner of the said 1011.979 acre Williamson County, Texas, tract, being at the Southeast corner of Stubblefield Lane, and continuing along the said east line of Stubblefield Lane, N 19°44'45" W, 264.22 feet to the Place of BEGINNING.

2016039911

Electronically Recorded
OFFICIAL PUBLIC RECORDS

Nancy E. Rister, County Clerk
5/11/2016 11:12 AMPages: 4 Fee: \$33.00
Williamson County Texas

EXHIBIT "C"

DEED

Williamson County Parkland

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That FIDEL G. LOZA, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 2.364 acre tract of land in the Henry Field Survey, Abstract No. 233, Williamson County, Texas, and being all of the called 2.362 acre tract of land (Tract 1) conveyed to Fidel G. Loza, recorded in Document No. 2016039911 of the Official Public Records of Williamson County, Texas; said 2.364 acre tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

Access Easement being a 30-foot wide strip of land, out of the Henry Field Survey, Abstract No. 233, Williamson County, Texas; said 30-foot strip being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

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.

GRANTOR:

Fidel G. Loza

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Fidel G. Loza, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**49.****Meeting Date:** 07/13/2021

SE Loop Possession & Use Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with William A. Rogers, Jr. as the Trustee of the Tiffany Tankersley Wolfe 1997 Children's Trust and Steven J. Wolfe for right of way needed on the SE Loop project (Parcel 26). Funding Source Road Bonds P463

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Wolfe PUA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/07/2021

Reviewed By

Andrea Schiele

Date

07/07/2021 04:39 PM

Started On: 07/07/2021 04:29 PM

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 26

§

COUNTY OF WILLIAMSON

§

Project: SE Loop (Seg. 1)

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and WILLIAM A. ROGERS, JR., AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN'S TRUST and STEVEN J. WOLFE (collectively, the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of SE Loop/Corridor A1 and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" 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, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of ONE MILLION FIVE HUNDRED THIRTY THOUSAND TWO HUNDRED SIXTY-EIGHT and 00/100 Dollars (\$1,530,268.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use

of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances according to that certain title commitment numbered 2006661-KFO, issued May 6, 2021 by Title Resources Guaranty Company/Independence Title (and any subsequent updates prior to the Effective Date) by Independence Title, and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity (other than persons named as Grantor and, through the Trust, the beneficiaries of the Trust named as one of the persons comprising Grantor) owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. 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.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the earlier of (a) the date of deposit into the registry of the court of any Special Commissioners' Award in a condemnation suit to acquire the Property, or (b) August 15, 2021. Should the Special Commissioners' Award be greater than the amount paid in paragraph two (2) above, Grantee shall tender the difference to the registry of the court within (45) days following the filing of the award.
 6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair

market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas, and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. 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.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions:

(a) Prior to the beginning of construction of the roadway facilities and appurtenance phase of the Roadway Construction Project upon the Property, County shall at its sole expense cause replacement boundary fencing and gates to be constructed in the locations and in compliance with the design specifications as shown on Exhibit "B" attached hereto and incorporated herein. Said fencing shall match

existing fencing on the property, specifically 6' x 6' wire mesh fencing with 2 strands at top; timber pull posts every 50', steel posts every 10', and Timber H bracing every 150'.

During periods of initial construction activity for the roadway facilities and appurtenances of the Roadway Construction Project, a temporary fence will be placed across the lake along the north side of the right of way. This temporary fence will consist of a water gap type fence that includes a cable that will extend from one side of the lake to the other. The cable will be connected to steel posts. Cattle panels will be placed on the cable that will drape into the water to the required depth to provide security and prevent cattle crossing the right of way boundary. The temporary water gap fence will remain in place until all roadway construction is complete and fencing across the right of way to each bridge abutment can be installed per Exhibit B. County agrees to provide 48 hours advance notice to property owner to access roadway right of way for the purposes of allowing the County's Contractor representatives to perform surveying and survey layout for the roadway construction. Upon completion of survey County may have meeting on site with WCID representatives to review existing condition of lake and discuss proposed construction.

(b) As part of the construction of the Roadway Construction Project upon the Property, County shall at its sole expense, create a cattle crossing described as a "Cattle Trail" and located as shown on Exhibit "B" attached hereto and incorporated herein. Said crossing shall allow for cattle to pass under bridges within the project from one portion of Grantor's property to the other during and following construction. The right to movement of cattle in such locations shall not be blocked or otherwise prohibited by the County, other than during such periods as may reasonably be necessary for the construction of the roadway. During construction, Grantor shall coordinate with County for agreed timing for any cattle crossing of the construction zone upon the Property, and at the request of County shall occur only when a County observer or representative is present upon the Property in order to protect from possible construction hazards.

(c) As part of the construction of the Roadway Construction Project upon the Property, County shall at its sole expense cause the installation of four (4) steel utility sleeve casings 24" (twenty-four inches) in diameter in the locations and in compliance with the design specifications as shown on Exhibit "B" attached hereto and incorporated herein. Utilities may only be installed in the sleeves upon the receipt of a permit from the appropriate utility company.

(d) County agrees that Grantor shall be entitled to cross the Property and the County's Roadway Construction Project with utilities, including but not limited to within the sleeves provided for in Paragraph 14(c) herein, provided such crossings shall occur at a 45 degree angle or greater.

(e) The parties agree that there are three potential access points available according to TxDOT guidelines in the areas shown on Exhibit B, with the amount of potential access drives as shown on Exhibit B, but all access points must be approved by the applicable approving authority at the time of application.

(f) Each of the foregoing agreements stated in this Paragraph 14 are additional forms of consideration for the conveyance of the Property to the County under the threat of eminent domain. The provisions of this Paragraph 14 shall survive any conveyance of the Property to the County (either by deed or by judgment in an eminent domain proceeding), and shall be incorporated into any such conveyance to the County.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: NONE

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

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.

[signature page follows]

GRANTOR:

William A. Rogers, Jr.

William A. Rogers, Jr., as the Trustee of the
Tiffany Tankersley Wolfe 1997 Children's Trust

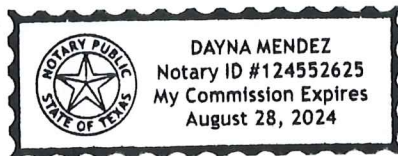
Steven J. Wolfe

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 30TH day of JUNE, 2021 by
William A. Rogers, Jr. in the capacity and for the purposes and consideration recited herein.



Dayna Mendez

Notary Public, State of Texas

Printed Name: DAYNA MENDEZ

My Commission Expires: AUGUST 28, 2024

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Steven
J. Wolfe, for the purposes and consideration recited herein.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

GRANTOR:

William A. Rogers, Jr., as the Trustee of the
Tiffany Tankersley Wolfe 1997 Children's Trust

Steven J. Wolfe

Steven J. Wolfe

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF _____

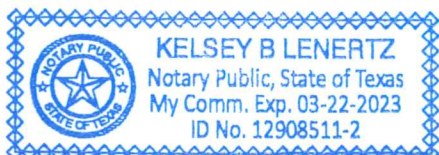
This instrument was acknowledged before me on this the ____ day of _____, 2021 by William A. Rogers, Jr. in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 28 day of June, 2021 by Steven J. Wolfe, for the purposes and consideration recited herein.



Kelsey B. Lenertz

Notary Public, State of Texas
Printed Name: Kelsey B. Lenertz
My Commission Expires: 03-22-2023

COUNTY:

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., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires _____

EXHIBIT "A"

County: Williamson
Parcel No.: 26
Tax ID: R20564
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

Page 1 of 7
November 18, 2020

PROPERTY DESCRIPTION FOR PARCEL 26

DESCRIPTION OF A 39.682 ACRE (1,728,548 SQ. FT.) PARCEL OF LAND LOCATED IN THE T.J. SMITH SURVEY, ABSTRACT 918, WILLIAMSON COUNTY, TEXAS AND THE C.J. GERLACK SURVEY, ABSTRACT 261, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 354.553 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO WILLIAM A. ROGERS, JR., AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN'S TRUST RECORDED OCTOBER 18, 2016 IN DOCUMENT NO. 2016098133, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 39.682 ACRE (1,728,548 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "DIAMOND SURVEY" found 566.63 feet left of Corridor A1 Engineer's Centerline Station (E.C.S.) 195+87.40 on the existing west right-of-way line of C.R. 137, a variable width right-of-way, recorded in Document No. 2004002142, O.P.R.W.C.TX., said point being the beginning of a curve to the right;

THENCE with the existing west right-of-way line of said C.R. 137, the following two (2) courses and distances:

With said curve to the right, an arc distance of 137.62 feet, through a central angle 04°01'23", having a radius of 1,960.00 feet, and a chord that bears S 05°53'41" W, a distance of 137.59 feet to a calculated point, and

S 07°54'23" W, a distance of 113.05 feet 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,159,090.59, E=3,173,569.85) set 316.04 feet left of Corridor A1 E.C.S 195+89.81 on the proposed north right-of-way line of Corridor A1, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 07°54'23" W, departing the proposed north right-of-way line of said Corridor A1, continuing with the existing west right-of-way line of said C.R. 137, a distance of 632.11 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 316.04 feet right of Corridor A1 E.C.S 195+83.73 on the proposed south right-of-way line of said Corridor A1, for the southeast corner of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "DIAMOND" found bears S 07°54'23" W, a distance of 594.06 feet;

THENCE departing the existing west right-of-way line of said C.R. 137, with the proposed south right-of-way line of said Corridor A1, over and across said remainder of a called 354.553 acre tract, the following six (6) courses and distances numbered 2-7:

2) N 82°38'43" W, a distance of 68.28 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 316.04 feet right of Corridor A1 E.C.S 195+15.45,

3) N 07°21'17" E, a distance of 36.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 280.00 feet right of Corridor A1 E.C.S 195+15.45,

4) N 37°38'43" W, a distance of 70.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Corridor A1 E.C.S 194+65.45,

EXHIBIT "A"

County: Williamson
Parcel No.: 26
Tax ID: R20564
Highway: Corridor A1
Limits: From: S.H. 130
To: C.R. 404

Page 2 of 7
November 18, 2020

- 5) N 82°38'43" W, a distance of 796.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Corridor A1 E.C.S 186+68.75, said point being the beginning of a curve to the right,
- 6) With said curve to the right, passing at an arc distance of 107.66 feet a calculated point, for the beginning of a Control of Access (C.O.A.), and continuing for a total arc distance of 756.95 feet, through a central angle 04°35'39", having a radius of 9,440.00 feet, and a chord that bears N 80°20'53" W, a distance of 756.75 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 199.67 feet right of Corridor A1 E.C.S 179+12.61, said point being the beginning of a curve to the left, and
- 7) With said curve to the left, passing at an arc distance of 774.14 feet a calculated point, for the end of C.O.A., and continuing for a total arc distance of 2,161.77 feet, through a central angle 27°07'57", having a radius of 4,565.00 feet, and a chord that bears S 88°22'58" W, a distance of 2,141.63 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 185.00 feet right of Corridor A1 E.C.S 156+71.60 on the common line of said remainder of a called 354.553 acre tract and a called 10.0 acre tract of land, described in a deed to Martin L. Johnson and Kathryn A. Johnson, husband and wife, recorded in Document No. 1993035363, O.P.R.W.C.TX.,
- 8) **THENCE** S 84°00'45" W, departing the proposed south right-of-way line of said Corridor A1, with the common line of said 10.0 acre tract and said remainder of a called 354.553 acre tract, a distance of 128.38 feet to a 1/2-inch iron rod found, for the northwest corner of said 10.0 acre tract, same being the southwest corner of said remainder of a called 354.553 acre tract and the parcel described herein;
- 9) **THENCE** N 07°34'48" E, departing the common line of said 10.00 acre tract and said remainder of a called 354.553 acre tract, with the west line of said remainder of a called 354.553 acre tract, a distance of 427.64 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Corridor A1 E.C.S 157+15.41 on the proposed north right-of-way line of said Corridor A1, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;
- THENCE** departing the west line of said remainder of a called 354.553 acre tract, with the proposed north right-of-way line of said Corridor A1, over and across said remainder of a called 354.553 acre tract, the following five (5) courses and distances numbered 10-14:
- 10) With said curve to the right, passing at an arc distance of 1,710.56 feet a calculated point, for the beginning of a C.O.A., and continuing for a total arc distance of 1,920.23 feet, through a central angle 22°05'33", having a radius of 4,980.00 feet, and a chord that bears N 86°18'30" E, a distance of 1,908.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Corridor A1 E.C.S 175+46.95,
- 11) S 82°38'43" E, passing at a distance of 170.21 feet a calculated point, for the end of the a C.O.A., and continuing for a total distance of 1,918.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Corridor A1 E.C.S 194+65.45,

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	04° 01' 23" RT	1,960.00'	137.62'	137.59'	S05° 53' 41" W
(C1)	04° 01' 23"	(1,960.00')	(137.62')	(137.59')	(N05° 53' 48" E)
C2	04° 35' 39" RT	9,440.00'	756.95'	756.75'	N80° 20' 53" W

170.21' S82° 38' 43" E 1,918.50' 1,748.29'

END COA
177+17.16
230.00' LT

APPROXIMATE LOCATION
OF SURVEY LINE

PROPOSED ROW

26-R20564
(39.849 AC.)

CORRIDOR A1
ENGINEER'S CENTERLINE

180+00 185+00
S82° 38' 43" E 3,401.13'

C3

C2

179+12.61
199.67' RT

SEE
DETAIL "B"

PROPOSED ROW

N82° 38' 43" W 796.70'

WILLIAM A. ROGERS, JR., AS THE
TRUSTEE OF THE TIFFANY TANKERSLEY
WOLFE 1997 CHILDREN'S TRUST
RECORDED OCTOBER 18, 2016
REMAINDER OF A CALLED 354.553 AC.
DOC. NO. 2016098133
O.P.R.W.C.TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07° 54' 23" W	113.05'
L2	S07° 54' 23" W	594.06'
L3	N82° 38' 43" W	68.28'
L4	N07° 21' 17" E	36.04'
L5	N37° 38' 43" W	70.71'
L7	N52° 21' 17" E	70.71'
L8	N07° 21' 17" E	36.04'
L9	S82° 38' 43" E	74.36'

SEE
DETAIL "A"

C.R. 137
(VARIABLE WIDTH R.O.W.)

195+83.73
316.04' RT

P.O.R.
1/2" W/PCAP
"DIAMOND"

PAGE 4 OF 7
REF. FIELD NOTE NO. 47129
FILE: \\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\26\PLAT\02\26.dgn

REMAINING 121.851 AC. LEFT	REMAINING 114.393 AC. RIGHT
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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAM A. ROGERS, JR., AS THE
TRUSTEE OF THE TIFFANY TANKERSLEY
WOLFE 1997 CHILDREN'S TRUST
PARCEL 26
TAX ID R20564
39.682 AC. (1,728,548 SQ. FT.)



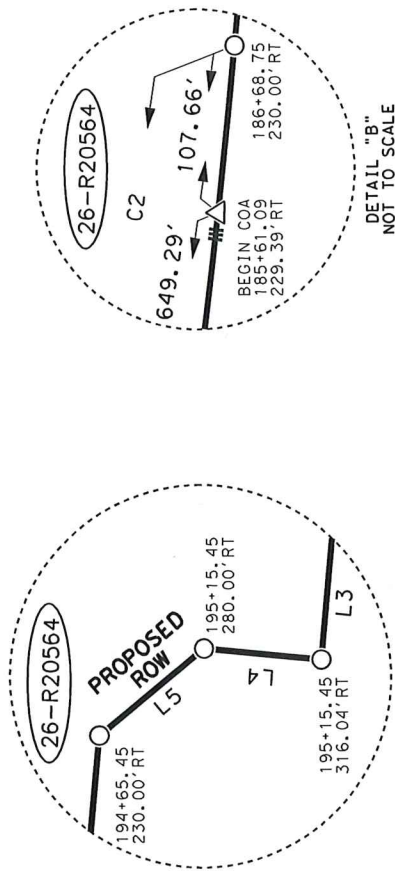
WILLIAMSON COUNTY, TEXAS

SCHEDULE B:

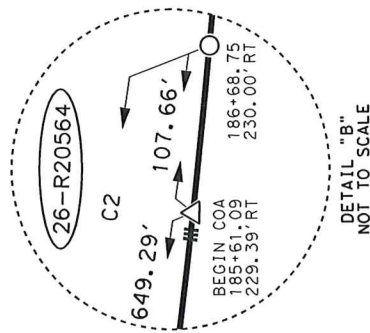
THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 2006661, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MARCH 10, 2020, AND ISSUED DATE MARCH 18, 2020.

10A. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

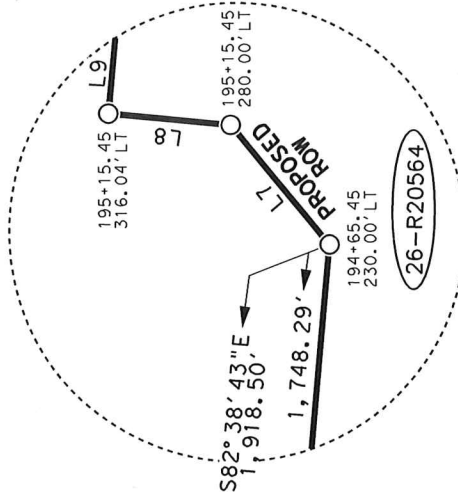
- B. ANY AND ALL VISIBLE AND/OR APPARENT EASEMENTS LOCATED ON, OVER OR ACROSS SUBJECT PROPERTY.
- C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
- D. RIGHT OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.
- E. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.
- F. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID.
- G. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 598, PAGE 721, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, MAY AFFECT, UNABLE TO PLOT.
- H. WATERLINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN DOCUMENT NO. 2011020996, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. PARENT TRACT IS SUBJECT TO. LIES NORTH OF THE PROPOSED R.O.W. ACQUISITION.
- I. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.



DETAIL "A"
NOT TO SCALE

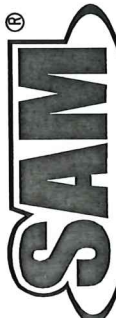


DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

FILE: \\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\26\PLAT\02P-26-2.dgn
REF. FIELD NOTE NO. 47129
PAGE 6 OF 7

EXISTING	*275.926 AC.	ACQUIRE	39.682 AC.	REMAINING	121.851 AC.	LEFT
				REMAINING	114.393 AC.	RIGHT
 4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300				RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF WILLIAM A. ROGERS, JR., AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN'S TRUST PARCEL 26 TAX ID R20564 39.682 AC. (1,728,548 SQ. FT.)		

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)
- CONTROL OF ACCESS LINE

NOTES:

- ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2006661, EFFECTIVE DATE MARCH 10, 2020, AND ISSUED DATE MARCH 18, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- CORRIDOR A1 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN DECEMBER, 2019.
- THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- AREA CALCULATED BY SAM, LLC.

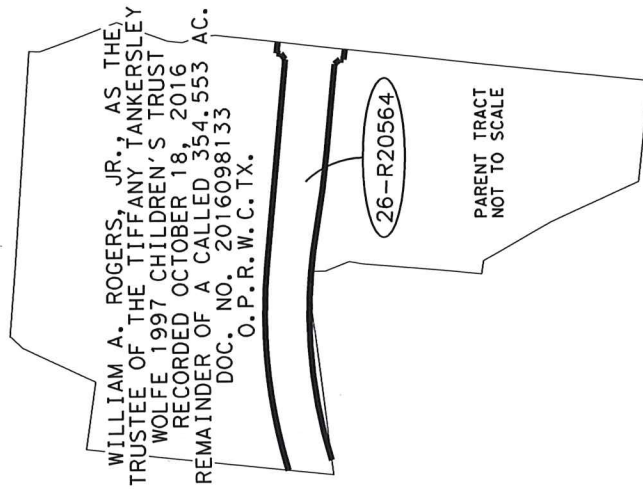
ACCESS IS PROHIBITED ACROSS THE CONTROL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE REMAINDER OF THE ABUTTING PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

11/12/20

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE



WILLIAM A. ROGERS, JR., AS THE
TRUSTEE OF THE TIFFANY TANKERSLEY
WOLFE 1997 CHILDREN'S TRUST
RECORDED OCTOBER 18, 2016
REMAINDER OF A CALLED 354.553 AC.
DOC. NO. 2016098133
O.P.R.W.C.TX.

[A] HUTTO 117 INVESTORS, L.P.
A TEXAS LIMITED PARTNERSHIP
CALLED 118.971 AC.
DOC. NO. 2019079796
O.P.R.W.C.TX.

FILE: \\saminc\AUS\PROJECTS\1017038140A\100\Survey\03Exhibits\26\PLAT\02\26-2.dgn
PAGE 7 OF 7
REF. FIELD NOTE NO. 47129

EXISTING	*275.926 AC.	ACQUIRE	39.682 AC.	REMAINING	121.851 AC.	LEFT
				REMAINING	114.393 AC.	RIGHT

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF WILLIAM A. ROGERS, JR., AS THE TRUSTEE OF THE TIFFANY TANKERSLEY WOLFE 1997 CHILDREN'S TRUST PARCEL 26 TAX ID R20564 39.682 AC. (1,728,548 SQ. FT.)	4801 Southwest Parkway Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Firm Registration No. 10064300
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- 6X6 WIRE MESH AND 2 STRANDS AT TOP
- TIMBER PULL POSTS EVERY 50 FT
- STEEL POSTS EVERY 10 FT
- TIMBER H BRACING EVERY 150 FT

TOTAL FENCE:	8045 LF
TOTAL GATES:	7 EA

DIAM.	MATERIAL	LENGTH	¢ STA.
24"	STEEL ENCASMENT PIPE	415 FT	164+27
24"	STEEL ENCASMENT PIPE	415 FT	164+50
24"	STEEL ENCASMENT PIPE	460 FT	183+99
24"	STEEL ENCASMENT PIPE	460 FT	184+11

UTILITY SLEEVES TO BE CONSTRUCTED AT THE MINIMUM ELEVATIONS SHOWN UNLESS AN ALTERNATE ELEVATION IS PROVIDED ON OR BEFORE JULY 1, 2021

• DRIVEWAY LOCATIONS SHOWN ARE BASED ON ACCESS MANAGEMENT STANDARDS. ACTUAL DRIVEWAY LOCATION TO BE DETERMINED BY PERMIT APPLICATION PROCESS AT THE TIME OF PLATTING AND/OR DEVELOPMENT APPROVAL

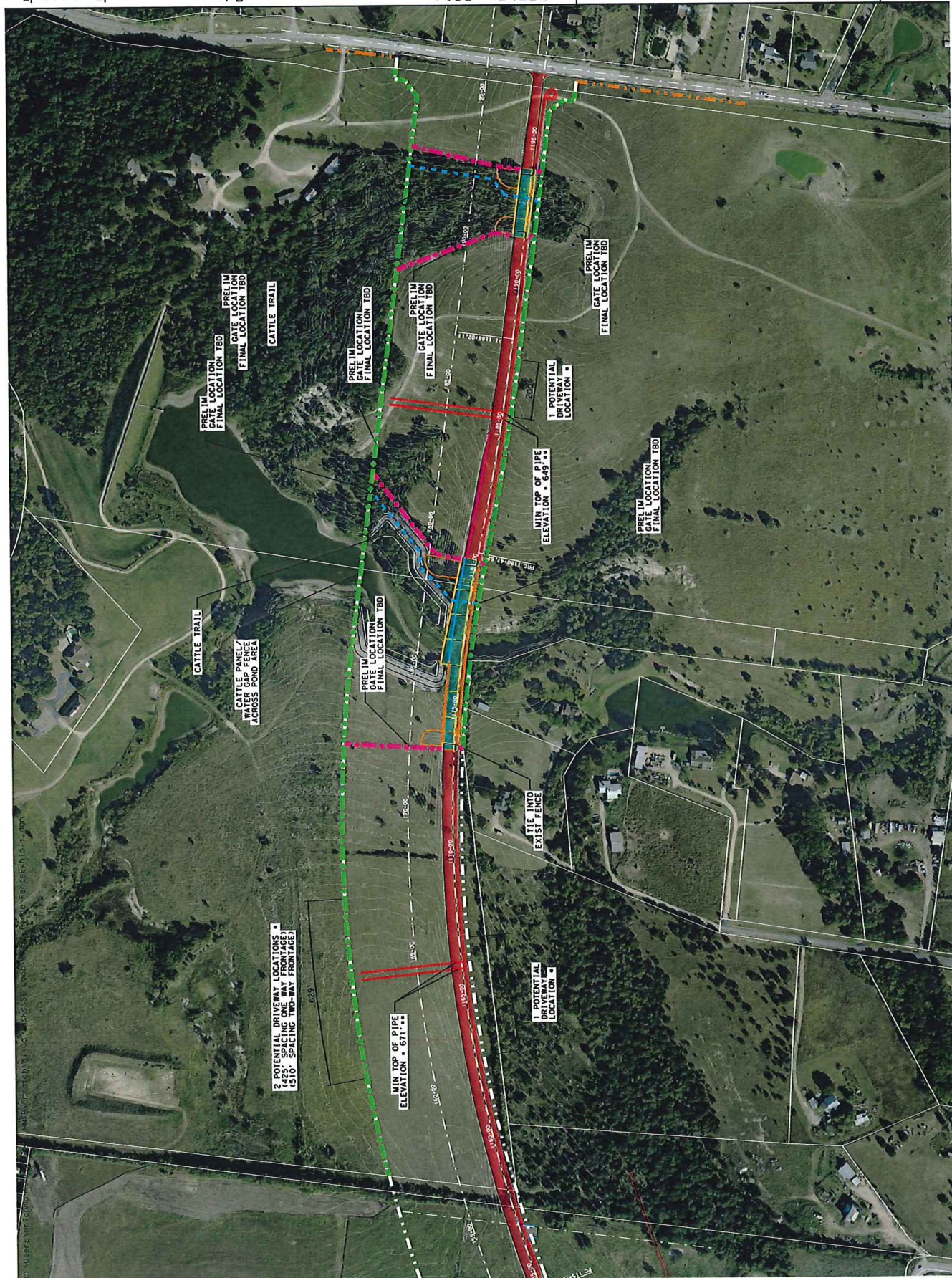
NOT A BIDDING DOCUMENT



-  FENCE INSTALLED PRIOR TO CONSTRUCTION
 FENCE INSTALLED PRIOR TO ROAD COMPLETION
 POTENTIAL UTILITY SLEEVE LOCATION



EXHIBIT B



Commissioners Court - Regular Session

50.

Meeting Date: 07/13/2021

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
- w) Discuss acquisition of right of way for Corridor E.

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
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/07/2021

Reviewed By

Andrea Schiele

Date

07/07/2021 04:50 PM

Started On: 07/07/2021 04:44 PM

Commissioners Court - Regular Session**51.****Meeting Date:** 07/13/2021

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Project Crystal
- c) Project Winston
- d) Project Solo
- e) Project Stamp
- f) Project Cutting Edge

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/07/2021

Reviewed By

Andrea Schiele

Date

07/07/2021 04:50 PM

Started On: 07/07/2021 04:44 PM