

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
September 21, 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 – 30)

3. Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004002	JP3/Jurors	\$1,200
To	0100-0453-003006	JP#3/Office Equipment	\$1,200

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0661-004924	MS Training/Compliance	\$5,079.10
To	0100-0661-004541	Vehicle Repairs & Maint	\$5,079.10

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003553	Signs	\$40,329.30

To	0200-0210-001110	Overtime	\$33,000.00
To	0200-0210-002020	Retirement	\$4,804.80
To	0200-0210-002010	FICA	\$2,524.50

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003555	Fencing Matls/Labor	\$2,137.00
To	0200-0210-003541	Contract Mowing	\$2,137.00

7. Discuss, consider and take appropriate action on a line item transfer for the Debt Service Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006901	Debt Defeasance	\$24,795,714.29
To	0600.0600.004098	Pymt to Refunding Escrow Agent	\$24,772,450.29
To	0600.0600.004099	Bond Issuance Costs	\$23,264.00

8. Discuss, consider, and take appropriate action on approving property tax collections for the month of August 2021 for the Williamson County Tax Assessor/Collector.
9. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, August 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
10. Discuss, consider and take appropriate action concerning the appointment of Gonzalo Vivas to the Precinct 4 Constable Office.
11. Discuss, consider and take appropriate action on approving the annual subscription service between TestGenius and Williamson County for the amount of \$3,995.00 for FY 22 and authorizing execution of the agreement.
12. Discuss, consider and take appropriate action on an addendum to the agreement with Nineveh Ministries, Inc. d/b/a Jail to Jobs to provide animal support services to the Williamson County Regional Animal Shelter.
13. Discuss, consider and take appropriate action on request to apply for a Texas Veterans Commission grant to support the County Court at Law #2 - Williamson County Veterans Treatment Court program.

14. Discuss, consider, and take appropriate action on approving the proposal and county addendum for an updated TCEQ Geologic Assessment report at Southwest Regional Park with Kemble White IV, dba Cambrian Environmental and Williamson County and authorizing the execution of the agreement.
15. Discuss, consider and take appropriate action on ratifying purchase for the installation of one (1) new P3375-LV indoor security camera and associated cable back for \$2,532.69 with an annual recurring charge of \$300.00, at the Juvenile Justice Center, and approving the agreement between Williamson County and Knight Security Systems, pursuant to the terms of the DIR-CPO-4944 contract, and authorizing the execution of the agreement.
16. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the annual amount of \$93,500 for the term of October 1, 2021 - September 30, 2022. Contract is for a Professional Service and is exempt from competitive bidding per Texas Local Government Code Sec. 2254.002 (2)(A)(v) medicine.
17. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Ghulam M. Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the annual amount of \$84,744 for the term of October 1, 2021 - September 30, 2022. Contract is for a Professional Service and is exempt from competitive bidding per Texas Local Government Code Sec. 2254.002 (2)(A)(v) medicine.
18. Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the annual amount of \$96,509 for the term of October 1, 2021 - September 30, 2022. Contract is for a Professional Service and is exempt from competitive bidding per Texas Local Government Code Sec. 2254.002 (2)(A)(v) medicine.
19. Discuss, consider and take appropriate action on authorizing the first extension period for Lease Property 9769 Hwy 29 W, Georgetown, Texas 78626, Contract #T1199, to Brenda Damer for the term of October 1, 2021 through September 30, 2022.
20. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed bids for Bulk Fuel under Solicitation #21IFB24.
21. Discuss, consider and take appropriate action on Austin Montgomery d/b/a The Roof Co. Waco, LLC, Change Order No. 1 for the Williamson County Lifesteps Building in the amount of \$5,406.10.
22. Discuss, consider and take appropriate action on approving the extension of Landscape Maintenance Services Contract 1807-251, renewal period 2, with Red & White Greenery, Inc. for the term of October 1, 2021 – September 30, 2022, for the same pricing, terms and conditions as the existing contract, with the exception of the Landscape Services for Williamson County Price Sheet, which updates county facilities locations, services and fees, attached herein as if copied in full, and is subject to Commissioners Court approval.

23. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Doucet & Associates and Williamson County dated July 16, 2019 for Smith Branch Flood Control Near Juvenile Justice Center.
24. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB #21IFB20 for the construction of South Broad and Muery Streets Project rehabilitation and widening of an existing road consisting of reconstruction of a 2 lane rural roadway.
25. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB Fall 2021 Fog Seal (Cul-de-sacs) under IFB # 21IFB22.
26. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB County Road Seal Coat FY 22 Improvements under IFB #21IFB21.
27. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Metal Beam Guard Fence (MBGF) In Place under IFB #21IFB23.
28. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Flex Base under IFB #21IFB19.
29. Discuss, consider and take appropriate action on awarding IFB #T4953 Limestone Rock Asphalt to Vulcan Construction Materials LLC.
30. Discuss, consider and take appropriate action on an Order requesting the City of Georgetown to annex Higgs Road and the adjacent right-of-way on both sides into the city limits of Georgetown pursuant to Section 43.1055 of the Texas Local Government Code.

REGULAR AGENDA

31. Recognition of a donation from Vince Young and B2Z Engineering to Dell Children's Medical Center North located in Williamson County.
32. Discuss and hear presentation from Dan Wegmiller, Financial Advisor, of Specialized Public Finance regarding the results of the 2021 Defeasance and Refundings to date.

33. 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.
34. 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 non departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.004987	Disaster Relief	\$122,171.99

35. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue in the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$122,171.99

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 revenues in the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$1,350,564.24

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 in the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Projects	\$1,350,564.24

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$290.00

39. 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
	0100.0560.003671	Use of SO VA Donations	\$290.00

40. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$50.00

41. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	\$50.00

42. Discuss, consider, and take appropriate action on the annual Motorola Service Contracts totaling \$1,263,937.70 between Motorola and Williamson County pursuant to HGAC Contract # RA05-18, and authorize the purchase.
43. Discuss, consider and take appropriate action on approving the purchase for annual support and maintenance for Tyler Technologies Odyssey Judicial and Jail Software in the amount of \$448,263.67 and exempting Tyler Technologies from the competitive bidding or proposal requirements per Texas Local Government Code Section 262.024. (a)(7)(A) discretionary exemption for an item that can be obtained from only one source because of the existence of patents, copy rights, secret processes or monopolies.

44. Discuss, consider and take appropriate action on approving the purchase of Tyler Technologies Orion Software Maintenance and Support for the Williamson County Tax Office in the amount of \$96,010 and exempting Tyler Technologies, Inc. from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(7)(D) discretionary exemption for captive replacement parts or components for equipment.
45. Discuss, consider and take appropriate action on an approval for Juvenile Services to apply for a grant through Texas Parks and Wildlife to provide outdoor programs for youth.
46. Discuss, consider and take appropriate action on new and revised fees for the Parks and Expo Center.
47. Discuss, consider and take appropriate action on the revised Parks Department reservation cancellation and refund policy.
48. Discuss, consider and take appropriate action on approving the the service agreement and all associated documents for the Liberty Hill Adult Probation Modular Building Delivery and Setup with Palomar Modular Buildings, LLC, in the amount of \$240,884.00, per TIPS Contract #21020201 and authorizing the execution of all documents.
49. Receive updates on the Department of Infrastructure projects and issues.
50. Receive the September 2021 Construction Summary Report and PowerPoint Presentation.
51. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of \$37,546.50 for 1907-333 O'Connor Traffic Signals (Champion Infrastructure) P:329 Funding Source: Road Bond.
52. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the CR 245 Project, a 2019 Road Bond Project in Commissioner Pct. 3.
P: 353 Funding Source: Road Bonds
53. Discuss, consider and take appropriate action on an Interlocal Agreement regarding City/County Participation in the Design and Construction Costs Related to CR 111 Construction Project with the City of Georgetown.
54. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the City/County Participation in the Design and Construction Costs Related to the South Bound Street Construction Project with the City of Thrall.

- 55.** Discuss, consider and take appropriate action on 5 claims for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462
Unit 121- Stephen Powell
Unit A05- Larry Evans
Unit O22- Vincent Mulligan
Unit C07 and C08- S&L Mobile Tools
- 56.** Discuss, consider and take appropriate action on a real estate contract with Gary L. and Sharon E. Samford for right of way needed on the Liberty Hill Bypass project (Parcel 32). Funding Source: Road Bonds P346
- 57.** Discuss, consider and take appropriate action on a real estate contract with George and Mona Samford for right of way needed on the Liberty Hill Bypass project (Parcel 33) Funding Source: Road Bonds P 346
- 58.** Discuss, consider and take appropriate action on a real estate contract with Steven Dillawn, as independent executor of the estate of Charles Dillawn (deceased) and Edward C.Griffith Jr. for right of way needed on the CR 366 project (Parcels 9/10) Funding Source: Road Bonds P296
- 59.** Discuss, consider and take appropriate action on 2 relocation claims in relation to the Parkland property acquired as a part of the Liberty Hill Bypass project. Funding Source: Parkland P444.
- 60.** Discuss, consider and take appropriate action on Possession & Use Agreements with John Arthur Bigon Jr. and James Alan Bigon as independent Co-Executors of the estates of John A. Bigon Sr. and Mary S. Bigon (deceased). (Parcels 89 & 93) Funding Source: Road Bonds P 332
- 61.** Discuss, consider and take appropriate action on a Letter Agreement with Dwayne Krueger and Treila Krueger Aery, trustee of the Treila Krueger Aery Trust dated October 2003 for a Jonah Easement needed on the SE Loop project (Parcels 86P1WE and 86P4WE). Funding Source: Road Bonds P 332
- 62.** Discuss, consider and take appropriate action on one addition to the Employee Policy Manual for FY22 as listed.
- 63.** Discuss, consider and take appropriate action on approving public service funding agreements as per the FY'22 adopted budget approved by Commissioners Court on August 31, 2021.
- 64.** Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

65. Discuss, consider and take appropriate action on the following 2021-2022 budgets:

0340 Tobacco Fund
0350 Law Library Fund
0364 Pretrial Intervention Fund
0374 County and District Court Technology Fund
0376 Surplus Elections Contracts Fund
0384 Records Archive Fund - County Clerk
0385 County Clerk Records Fund
0386 Records Management and Preservation Fund - District Clerk
0387 Records Technology Fund - District Clerk
0388 Court Records Preservation Fund
0390 Countywide Records Management and Preservation Fund
0507 Regional Communication System Fund
0545 Regional Animal Shelter Fund
0546 Regional Animal Shelter Donation Fund
0882 Fleet Maintenance Fund

66. Discuss, consider and acknowledge the following 2021-2022 budgets:

0355 Court Reporter Service Fund
0360 Courthouse Security Fund
0361 Justice of the Peace Security Fund
0367 Justice of the Peace, Precinct #3 Truancy Program
0368 Justice of the Peace, Precinct #2 Truancy Program
0369 Justice of the Peace, Precinct #4 Truancy Program
0370 Alternate Dispute Fund
0372 Justice of the Peace, Technology Fund
0373 Justice of the Peace, Precinct #1 Truancy Program
0380 Probate Court Fund

67. Discuss, consider and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021 and 2022 Capital Improvement Programs; the 2013 Park Bonds; 2019 Park Bonds; 2015 Certificate of Obligation, Long Range Transportation (LTP) and the 2021 Tax Anticipation Note.

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)."

68.

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 Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - i) Discuss the acquisition of real property for CR 111.
 - j) Discuss the acquisition of real property for Corridor H
 - k) Discuss the acquisition of real property for future SH 29 corridor.
 - l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - m) Discuss the acquisition of right-of-way for Corridor C.
 - n) Discuss the acquisition of right-of-way for Corridor F.
 - o) Discuss the acquisition of right-of-way for Corridor D.
 - p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
 - q) Discuss the acquisition of right-of-way for Reagan extension.
 - r) Discuss the acquisition of real property near Justice Center.
 - s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
 - t) Discuss the acquisition of the MKT Right of Way
 - u) Discuss acquisition of drainage easement in relation to County Road 176
 - v) 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.**

69.

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
- g) Project Red Hot Chili Pepper
- h) Project Nirvana
- i) Project Flex Power

70. 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) Claim of Regina Wright.
- h) 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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.
- m) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
- n) 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.
- o) 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.
- p) Shamona Harris - EEOC Charge #451-2021-00812.
- q) 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.
- r) 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.
- s) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
- t) 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.

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

v) 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.

w) 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.

x) Kelli Bomer - EEOC Charge #451-2021-00920.

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

z) 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.

aa) 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.

bb) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.

cc) Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.

dd) Jacqueline Robinson - EEOC Charge # 451-2021-01742.

ee) Williamson County Landfill Operation Agreement Terms and Conditions.

ff) 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.

71. 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).
72. 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)

73. Discuss and take appropriate action concerning economic development.
74. Discuss and take appropriate action concerning real estate.

75. 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.
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 - k) 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.
 - l) 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.
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 - n) 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.
 - o) 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.
 - p) Shamona Harris - EEOC Charge #451-2021-00812.
 - q) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
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 - s) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
 - t) 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.
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ff) 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.

- 76.** 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.
- 77.** Comments from Commissioners.
- 78.** 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 17th day of September 2021 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**3.****Meeting Date:** 09/21/2021

Line Item Transfer

Submitted For: Evelyn McLean**Submitted By:** Cherie Vasquez, J.P.
Pct. #3**Department:** J.P. Pct. #3**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Justice of the Peace, Precinct 3.

Background

The office of JP3 is requesting a line item transfer from 0100.0453.004002 (Jurors, Grand Jurors, Com) to 0100.0453.003006 (Office Equipment) in the amount of \$1200.00 to fund the purchase of office and courtroom equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004002	JP3/Jurors	\$1,200
To	0100-0453-003006	JP#3/Office Equipment	\$1,200

Attachments*No file(s) attached.***Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2021 11:53 AM
Budget Office	Ashlie Holladay	09/15/2021 05:32 PM
Form Started By: Cherie Vasquez		Started On: 09/15/2021 09:42 AM
Final Approval Date: 09/15/2021		

Commissioners Court - Regular Session

4.

Meeting Date: 09/21/2021

OSSF Vehicle Repairs LIT

Submitted For: Robert Daigh

Submitted By: Vicky Edwards,
Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for On-Site Sewage Facilities.

Background

The OSSF group experienced an overage on repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0661-004924	MS Training/Compliance	\$5,079.10
To	0100-0661-004541	Vehicle Repairs & Maint	\$5,079.10

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2021 04:05 PM
Budget Office	Ashlie Holladay	09/15/2021 04:53 PM
Form Started By: Vicky Edwards		Started On: 09/15/2021 11:58 AM
Final Approval Date: 09/15/2021		

Commissioners Court - Regular Session**5.****Meeting Date:** 09/21/2021

Overtime LIT

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards,
Infrastructure**Department:** Infrastructure**Agenda Category:** Consent**Information****Agenda Item**

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

Background

A larger amount of overtime has been necessary this year due to the inclusion of several projects being added to the work schedule. In order to maintain commitments to the citizens, extra hours of work were necessary.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003553	Signs	\$40,329.30
To	0200-0210-001110	Overtime	\$33,000.00
To	0200-0210-002020	Retirement	\$4,804.80
To	0200-0210-002010	FICA	\$2,524.50

Attachments*No file(s) attached.***Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2021 02:32 PM
Budget Office	Ashlie Holladay	09/14/2021 02:39 PM
Form Started By: Vicky Edwards		Started On: 09/14/2021 02:08 PM
Final Approval Date: 09/14/2021		

Commissioners Court - Regular Session**6.****Meeting Date:** 09/21/2021

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

Submitted For: Terron Evertson**Submitted By:** Daribel Texidor,
Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent**Information****Agenda Item**

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

Background

This transfer is necessary in order to continue with the contracting mowing program.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003555	Fencing Mats/Labor	\$2,137.00
To	0200-0210-003541	Contract Mowing	\$2,137.00

Attachments*No file(s) attached.***Form Review**

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/16/2021 10:32 AM
Budget Office	Ashlie Holladay	09/16/2021 10:37 AM
Form Started By: Daribel Texidor		Started On: 09/16/2021 10:09 AM
Final Approval Date: 09/16/2021		

Commissioners Court - Regular Session**7.****Meeting Date:** 09/21/2021

LIT Debt Service Fund 9.21.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Consent**Information****Agenda Item**

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

Background

To recognize the associated expenditures for the defeasance and redemption of certain county bonds approved on the August 17, 2021 Commissioners Court Agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0600.0600.006901	Debt Defeasance	\$24,795,714.29
To	0600.0600.004098	Pynt to Refunding Escrow Agent	\$24,772,450.29
To	0600.0600.004099	Bond Issuance Costs	\$23,264.00

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 09/16/2021

Reviewed By

Becky Pruitt

Date

09/16/2021 11:30 AM

Started On: 09/16/2021 11:23 AM

Commissioners Court - Regular Session

8.

Meeting Date: 09/21/2021

Property Tax Collections – August 2021

Submitted For: Larry Gaddes

Submitted By: Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of August 2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

080121-083121 GWI-RFM

080121-083121 GWI-RFM Graph

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 09/16/2021

Reviewed By

Becky Pruitt

Date

09/16/2021 10:57 AM

Started On: 09/16/2021 10:50 AM

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
August 31, 2021

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	\$308,158,968.52	(\$386,964.37)	\$307,772,004.15	\$212,932.21	\$39,304.97	\$2,392.62	\$1,176,134.35	\$306,595,869.80	99.62%	99.81%	100.22%
2019 & Prior Rollbacks	\$2,639,554.36	(\$175,656.60)	\$2,463,897.76	\$6,058.49	\$7,531.44	\$3,405.08	\$1,908,326.09	\$555,571.67	22.55%	29.50%	
	\$205,016.50	\$680,002.93	\$885,019.43	\$34,713.98	\$144.81	\$0.00	\$331,895.68	\$553,123.75	62.50%	62.93%	
Total All	\$311,003,539.38	\$117,381.96	\$311,120,921.34	\$253,704.68	\$46,981.22	\$5,797.70	\$3,416,356.12	\$307,704,565.22	98.90%	99.14%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	\$29,324,429.26	(\$28,240.33)	\$29,296,188.93	\$20,817.74	\$3,752.78	\$228.55	\$112,209.53	\$29,183,979.40	99.62%	99.81%	100.22%
2019 & Prior Rollbacks	\$236,694.34	(\$14,846.60)	\$221,847.74	\$731.25	\$720.89	\$298.13	\$168,538.75	\$53,308.99	24.03%	31.17%	
	\$19,357.23	\$64,509.71	\$83,866.94	\$3,314.93	\$13.74	\$0.00	\$31,615.19	\$52,251.75	62.30%	62.73%	
Total All	\$29,580,480.83	\$21,422.78	\$29,601,903.61	\$24,863.92	\$4,487.41	\$526.68	\$312,363.47	\$29,289,540.14	98.94%	99.19%	

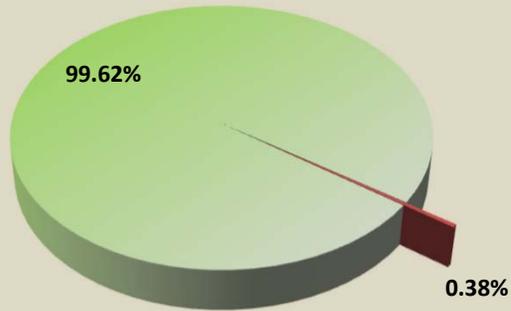
2020 COMBINED MONTHLY BREAKDOWN

Oct-20	\$340,584,020.21	\$48,576.33	\$340,632,596.54	\$13,001,526.10	\$34,211.86	\$4,307.92	\$327,626,762.52	\$13,005,834.02			
Nov-20	\$340,632,596.54	(\$59,194.11)	\$340,573,402.43	\$20,672,503.84	\$23,708.08	\$4,391.67	\$306,890,672.90	\$33,682,729.53			
Dec-20	\$340,573,402.43	(\$2,584.05)	\$340,570,818.38	\$178,144,338.83	\$26,270.02	(\$0.05)	\$128,743,750.07	\$211,827,068.31			
Jan-21	\$340,570,818.38	(\$72,663.42)	\$340,498,154.96	\$113,388,008.11	\$20,791.57	\$2,172.71	\$15,280,905.83	\$325,217,249.13			
Feb-21	\$340,498,154.96	\$29,724.36	\$340,527,879.32	\$3,788,835.33	\$196,844.15	(\$69,903.81)	\$11,591,698.67	\$328,936,180.65			
Mar-21	\$340,527,879.32	(\$84,988.54)	\$340,442,890.78	\$3,281,890.14	\$169,896.19	\$1,112.40	\$8,223,707.59	\$332,219,183.19			
Apr-21	\$340,442,890.78	\$226,997.66	\$340,669,888.44	\$932,884.18	\$86,935.69	\$776.44	\$7,517,044.63	\$333,152,843.81			
May-21	\$340,669,888.44	\$44,735.38	\$340,714,623.82	\$1,588,854.72	\$71,081.61	\$1,057.80	\$5,971,867.49	\$334,742,756.33			
Jun-21	\$340,714,623.82	\$22,011.90	\$340,736,635.72	\$572,240.04	\$71,726.74	\$494.62	\$5,421,144.73	\$335,315,490.99			
Jul-21	\$340,736,635.72	\$17,761.68	\$340,754,397.40	\$1,391,594.55	\$73,006.56	\$2,126.84	\$4,045,185.02	\$336,709,212.38			
Aug-21	\$340,754,397.40	(\$31,572.45)	\$340,722,824.95	\$278,568.60	\$51,468.63	\$6,324.38	\$3,728,719.59	\$336,994,105.36			

Year to Date Collection Report Thru August, 2021

YTD Collected YTD Uncollected

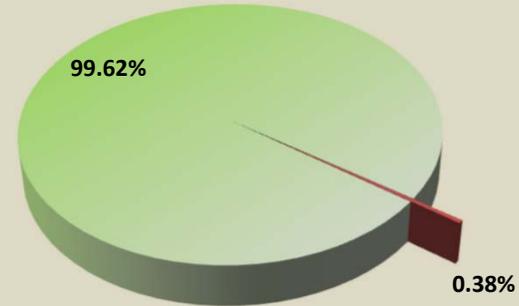
GWI



Year to Date Collection Report Thru August, 2021

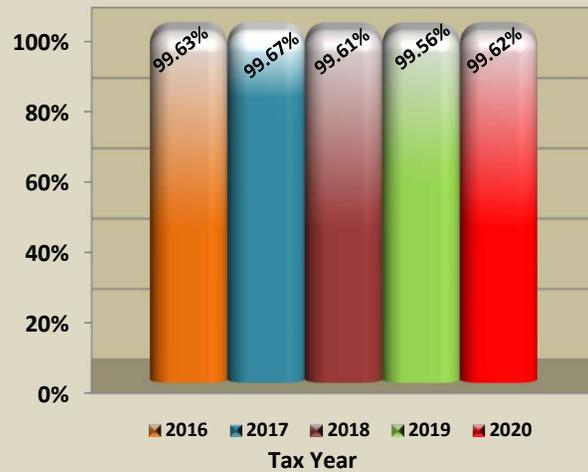
YTD Collected YTD Uncollected

RFM



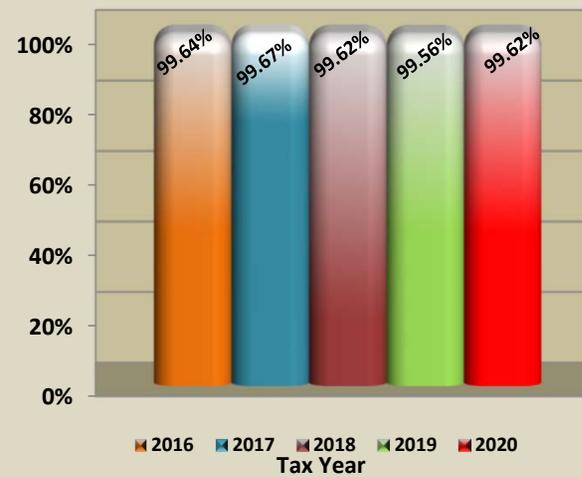
Percent of Roll Collected Comparison 2016-2020

GWI



Percent of Roll Collected Comparison 2016-2020

RFM



Commissioners Court - Regular Session

9.

Meeting Date: 09/21/2021

Justice of the Peace 3 AUGUST 2021 Monthly Report

Submitted For: Evelyn McLean

Submitted By: Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, August 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

August 2021 - CCP 103

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Alcala

Final Approval Date: 09/16/2021

Reviewed By

Becky Pruitt

Date

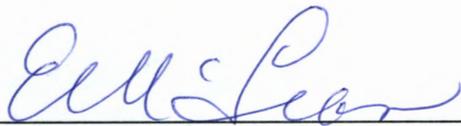
09/16/2021 11:13 AM

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

**IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE**

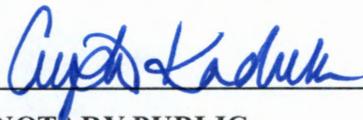
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of August, 2021.

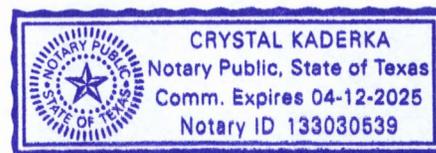


**EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE**

On this 7th day of September 2021, to certify which witness my hand and seal of office.



**NOTARY PUBLIC
in and for the State of Texas**



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2021 - 08/31/2021 Case Categories: Civil
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	4,433.75
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	5,320.00
01-0100-0000-361200 - INTEREST, BANK DEPOSITS	L-004-3-01-0100-0000-361200: 01-0100-0000-361200 - Interest, Bank Deposit	0.27
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	865.00
0100 - General Fund Total:		10,619.02
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,730.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	1,038.00
0399 - State Agency Fund Total:		2,768.00
Fee Totals for All Funds:		13,387.02

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2021 - 08/31/2021 Case Categories: Civil
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CCOP	Civil Copies	27.25	8	0.00	0	0.00	0	27.25	8
CERT	Certified Copy	14.50	3	0.00	0	0.00	0	14.50	3
CONT3	Constable Service Fee Pct #3	4,270.00	48	0.00	0	0.00	0	4,270.00	48
EFF	Electronic Filing Fee	1,730.00	173	0.00	0	0.00	0	1,730.00	173
IN	Interest	0.27	1	0.00	0	0.00	0	0.27	1
ISF	Indigent Legal Services Fee	1,038.00	173	0.00	0	0.00	0	1,038.00	173
JCF	Civil Filing Fee	4,225.00	169	0.00	0	0.00	0	4,225.00	169
JCTF	Judicial/Court Training Fee Due to State	865.00	173	0.00	0	0.00	0	865.00	173
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
SCFF	Small Claims Filing Fee	50.00	2	0.00	0	0.00	0	50.00	2
TOW	Towing Filing Fee	20.00	1	0.00	0	0.00	0	20.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	20.00	4	0.00	0	0.00	0	20.00	4
WREEN	Writ of Re-entry	50.00	2	0.00	0	0.00	0	50.00	2
WSF3	JP3 - Writ Service Fee	1,050.00	7	0.00	0	0.00	0	1,050.00	7
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		13,387.02	766	0.00	0	0.00	0	13,387.02	766

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2021 - 08/31/2021 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	222.31	57	0.00	0	0.00	0	222.31	57
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	20.00	4	0.00	0	0.00	0	20.00	4
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	132.39	31	0.00	0	0.00	0	132.39	31
CB	Cash Bond	300.00	1	0.00	0	0.00	0	300.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,877.70	89	0.00	0	0.00	0	2,877.70	89
CFINE	County Fine	61,856.29	584	0.00	0	0.00	0	61,856.29	584
CHS	Courthouse Security Fee (CCP 102.017)	227.83	93	0.00	0	0.00	0	227.83	93
CHSJC	JP Security Fee (CCP 102.017)	75.89	93	0.00	0	0.00	0	75.89	93
CJS	Criminal Judicial Support Fee (LGC 103.105)	1.80	3	0.00	0	0.00	0	1.80	3
COLLFEE	Collection Agency Fee	4,349.79	71	0.00	0	0.00	0	4,349.79	71
COPIES	Certified Copies	4.75	2	0.00	0	0.00	0	4.75	2
COPY	Copies	22.50	2	0.00	0	0.00	0	22.50	2
CRFEEOVER	Criminal Overpayment Fee	1.65	2	0.00	0	0.00	0	1.65	2
DDF	Deferred Disposition Fee	715.00	32	0.00	0	0.00	0	715.00	32
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	9.90	1	0.00	0	0.00	0	9.90	1
FNTC1	Child Safety Seat Fine Trauma Center	282.40	6	0.00	0	0.00	0	282.40	6
IDF	Indigent Defense Fee (LGC 133.107)	139.89	87	0.00	0	0.00	0	139.89	87
JCTF	Justice Court Technology Fee (CCP 102.0173)	303.82	93	0.00	0	0.00	0	303.82	93
JFR	Jury Reimbursement Fee (CCP 102.0045)	287.80	89	0.00	0	0.00	0	287.80	89
JTP	Juvenile Truancy Program (CCP 102.0174)	364.73	90	0.00	0	0.00	0	364.73	90
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	60.90	78	0.00	0	0.00	0	60.90	78
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	60.90	78	0.00	0	0.00	0	60.90	78
JUSFC	Judicial Support Fund - County (LGC 133.105)	41.34	86	0.00	0	0.00	0	41.34	86
JUSFS	Judicial Support Fund - State (LGC 133.105)	384.49	89	0.00	0	0.00	0	384.49	89
MVF	Moving Violation Fee (CCP 102.022)	4.34	51	0.00	0	0.00	0	4.34	51
OMNI	OMNI Fee	304.85	63	0.00	0	0.00	0	304.85	63
OMNIC	OMNI Fee - County	203.24	63	0.00	0	0.00	0	203.24	63
OMNIS	OMNI Fee - State	1,016.22	63	0.00	0	0.00	0	1,016.22	63

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2021 - 08/31/2021 Case Categories: Criminal
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFC1	Service/Arrest Fee - Const. 1	10.00	2	0.00	0	0.00	0	10.00	2
SFC3	Service/Arrest Fee - Const. 3	45.00	9	0.00	0	0.00	0	45.00	9
SFMCWV	State Fine - Motor Carrier Weight Violation	1,622.00	10	0.00	0	0.00	0	1,622.00	10
STF	State Traffic Fee (TC 542.4031)	912.57	37	0.00	0	0.00	0	912.57	37
TPC	Time Payment Fee - County	54.04	6	0.00	0	0.00	0	54.04	6
TPS	Time Payment Fee - State	83.28	11	0.00	0	0.00	0	83.28	11
TPWF	Texas P&W Fine	1,731.45	19	0.00	0	0.00	0	1,731.45	19
UFA	Uniform Traffic Act (TC 542.403)	99.12	41	0.00	0	0.00	0	99.12	41
WARC3	Warrant Fee - Constable Pct. 3	1,562.98	35	0.00	0	0.00	0	1,562.98	35
WCSO	Williamson County Sheriff	150.00	3	0.00	0	0.00	0	150.00	3
WF	Warrant Fee	50.00	1	0.00	0	0.00	0	50.00	1
WFDPS	Warrant Fee - DPS	156.36	4	0.00	0	0.00	0	156.36	4
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		80,754.52	2,180	0.00	0	0.00	0	80,754.52	2,180

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2021 - 08/31/2021 Case Categories: Criminal
 Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	20.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	4,349.79
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,731.45
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	1.65
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	282.39
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	901.27
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	10.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,612.98
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	61,856.29
0100 - General Fund Total:		70,765.82
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	303.72
0361 - JP Security Fund Total:		303.72
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	364.73
0367 - JP-3 Truancy Program Fund Total:		364.73
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	303.82
0372 - Justice Court Technology Fund Total:		303.82

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 08/01/2021 - 08/31/2021 Case Categories: Criminal
Locations: JP3

Payment Type: Cash Bond Deposit; E-Filing Payment; ...

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	121.80
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,877.70
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	287.80
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	427.63
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	378.67
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	4.34
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	912.57
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	139.89
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	282.40
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,524.31
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,622.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	137.32
0399 - State Agency Fund Total:		8,716.43
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	300.00
JP BOND Total:		300.00
Fee Totals for All Funds:		80,754.52

Commissioners Court - Regular Session

10.

Meeting Date: 09/21/2021

Appointment of Precinct 4 Deputy Constable

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action concerning the appointment of Gonzalo Vivas to the Precinct 4 Constable Office.

Background

Mr. Vivas has been selected and is being appointed to the open position of Deputy Constable after having successfully completed an extensive background investigation and interview process. Mr. Vivas is currently a licensed Texas Peace Officer and holds a Master Peace Officer certification with over 21 years of experience.

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: Brian Olson

Final Approval Date: 09/16/2021

Reviewed By

Becky Pruitt

Date

09/16/2021 11:29 AM

Started On: 09/16/2021 11:17 AM

Commissioners Court - Regular Session

11.

Meeting Date: 09/21/2021

TestGenius Online Annual Subscription

Submitted For: Joy Simonton

Submitted By: Andrew Portillo,
Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the annual subscription service between TestGenius and Williamson County for the amount of \$3,995.00 for FY 22 and and authorizing execution of the agreement.

Background

This annual subscription service will support the Williamson County 911 Communications Division for pre-employment testing and screening of new hires. This additional testing and screening is designed to assist employers in determining which applicants truly possess critical skills and abilities for the job position you must fill. Department Point of contact Michael Moody. Funding Source is for FY22 01.0100.0581.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 11:40 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 11:41 AM
Form Started By: Andrew Portillo		Started On: 09/03/2021 10:18 AM
Final Approval Date: 09/16/2021		



TestGenius® Online

Annual Subscription Quote



Mary Daniels
 Williamson County 911 Communications
 911 Tracy Chambers Ln.
 Georgetown, TX 78626

Item Description	Item Price
<p>TestGenius Testing System Annual Subscription</p> <p>This yearly subscription is active for 12 months from the start date, may be renewed at this cost for subsequent 12-month periods, and allows the organization to administer an unlimited number of installed tests, whether “off-the-shelf” tests from the TestGenius suite, or the organization’s custom tests.</p>	<p>Due 10/1/2021 Annual Cost: \$3995.00 (billed net 30)</p>
<p>Additional Products, Features, and Tools</p> <ul style="list-style-type: none"> • Unlimited phone & email support Mon-Fri 7am-7pm Pacific Time • Custom Test Writer 	<p>Included with total cost.</p>
<p>Quote created: September 14, 2021 Valid through: October 1, 2021</p>	<p>* All quotes are in U.S. dollars.</p>

I agree to the pricing and terms above and we agree to provide a purchase order or payment by _____.

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

Authorized Signature _____

Print Name _____

Date _____



Howie Pearsol
 TestGenius® is a product of Biddle Consulting Group, Inc.
 193 Blue Ravine Road, Suite 270 • Folsom, CA 95630



Phone: (800) 999-0438 ext. 151 • Fax: (916) 294-4255 howie@biddle.com • www.testgenius.com

Commissioners Court - Regular Session**12.****Meeting Date:** 09/21/2021

Jail to Jobs

Submitted For: Misty Valenta**Submitted By:** Misty Valenta, Animal Services**Department:** Animal Services**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on an addendum to the agreement with Nineveh Ministries, Inc. d/b/a Jail to Jobs to provide animal support services to the Williamson County Regional Animal Shelter.

Background

Jail to Jobs will continue to provide services as an independent contractor and supply one supervisor and up to three participants five day a week from 8:00 am to 3:00 pm. All participants will be vetted to ensure that no participants have been convicted of any crime consisting of sexual crimes, and/or animal cruelty crimes. This Addendum will extend the term through the end of the next fiscal year, while keeping all other terms and conditions the same. The costs associated with this partnership will continue to be funded through the lifesaving grant from the Petco Foundation.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Jail to Jobs Addendum

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 09/16/2021

Reviewed By

Hal Hawes

Becky Pruitt

Date

09/16/2021 11:19 AM

09/16/2021 11:28 AM

Started On: 09/15/2021 12:19 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SECOND ADDENDUM
FOR
SERVICES CONTRACT
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
NINEVEH MINISTRIES D/B/A JAIL TO JOBS
FOR
SUPPORT OF ANIMAL SHELTER OPERATIONS
(FY 2022)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors or service providers 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.

THIS ADDENDUM TO CONTRACT #1911 is made and entered into by and between **Williamson County, Texas** (hereinafter “County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Nineveh Ministries d/b/a Jail to Jobs** (hereinafter “Program”), a non-profit religious organization operating in the State of Texas with an address located at 5 Indian Meadows Dr, Round Rock, TX 78665. The County and Program agree to the following additional terms to the Agreement between the parties:

I.

Term: The term of this Agreement shall be extended for FY2022 until September 30, 2022. Following September 30, 2022, the parties must confirm available grant funding and enter into a new Addendum for the following fiscal year in order to renew another term for this Agreement.

II.

In all other respects, the Agreement remains the same and is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

PROGRAM:

Authorized Signature
Date: _____, 2021



Authorized Signature
Date: Sept 14, 2021

Commissioners Court - Regular Session

13.

Meeting Date: 09/21/2021

TVC Grant

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 request to apply for a Texas Veterans Commission grant to support the County Court at Law #2 - Williamson County Veterans Treatment Court program.

Background

The Texas Veterans Commission (TVC) has awarded Williamson County a \$30,000 grant for the past two years. The funds have been used solely to provide counseling services for the Veterans in Judge Barkers Treatment Court. This year (2022-2023) we will be requesting the same amount from the TVC in order to continue providing mental health services to those who need it the most. The funding primarily provides individual therapy but can provide therapy for both the Veteran and his/her spouse when warranted.

The counseling services will be provided by a third party vendor who is vetted and licensed. In the past, we have used Veritas Well Being, LLC for this service.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Grant Management Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/16/2021 10:05 AM
Form Started By: Kathy Pierce		Started On: 09/16/2021 09:52 AM
Final Approval Date: 09/16/2021		

Grant Title/Project Name:	Williamson County Veterans Treatment Court
Department:	County Court at Law #2
Requestor:	Brenda Staples
Contact Email:	Brenda.Staples@wilco.org
Contact Phone Number:	512-943-1568
Start Date:	7/1/2022
End Date:	6/30/2023
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	<p>The Texas Veterans Commission is providing funds specifically earmarked for Veterans Treatment Court support. The Williamson County Veterans Treatment Court will use the TVC funds to provide third party mental health services for court participants in need of individual or family therapy. All funds from this grant will be utilized to pay a licensed therapist for his/her time with clients and for clinical expertise in making treatment team decisions within the Court. It is anticipated we will be able to serve a minimum of 30 participants with these funds.</p> <p>In accordance with standard best practices, any third party vendor will be vetted and a service contract will be provided to the Comissioners Court for review and approval prior to initiating any services. The service provider will be required to provide weekly updates to the court, monthly billing, as well as participate in bi-monthly treatment court meetings.</p> <p>The TVC grant requires monthly performance reporting, quarterly reporting (both will be submitted by the Specialty Court Coordinator) and monthly financial reimbursement requests (which will be provided by the Auditors Office Grant Manager).</p>
Select the type of grant your department is applying for:	State
What is the amount of the grant?	\$30,000.00
Please provide a breakdown of the total cost above.	All funds will be used for the direct services of the participants in the Veterans Treatment Court. The majority of the funds will be used for individual therapeutic services for the Veteran (or his/her spouse) with a small portion reserved for administrative costs of the Vendor. Services will be provided by a third party, licensed therapist. Our goal is to provide approximately 30 Veterans with 10 (hour long) sessions each.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	

How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a	N/A

current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	N/A
What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	Services will terminate at the end of the grant funding cycle.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	There is no impact to the Williamson County budget.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	none
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
ID	77
Version	3.0
Attachments	False
Created	9/15/2021 9:14 AM
Created By	Brenda Staples
Modified	9/15/2021 11:20 AM
Modified By	Brenda Staples

Commissioners Court - Regular Session

14.

Meeting Date: 09/21/2021

Cambrian Environmental Proposal and TCEQ Assessment at Southwest Regional Park

Submitted For: Joy Simonton

Submitted By: Johnny Grimaldo,
Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the proposal and county addendum for an updated TCEQ Geologic Assessment report at Southwest Regional Park with Kemble White IV, dba Cambrian Environmental and Williamson County and authorizing the execution of the agreement.

Background

This project will provide an updated TCEQ Geologic Assessment Report for an Approximately 75-acre portion of the Southwest Williamson County Regional Park at a not-to-exceed amount of \$3,500.00. The point of contact is Russell Fishbeck. The funding source is 01-0100-0510-04100.

Fiscal Impact

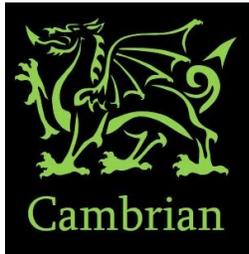
From/To	Acct No.	Description	Amount
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Attachments

vendor proposal
County Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 11:52 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 11:54 AM
Form Started By: Johnny Grimaldo		Started On: 09/16/2021 09:06 AM
Final Approval Date: 09/16/2021		



Cambrian Environmental
4422 Packsaddle Pass
Suite 204
Austin, TX 78745

Tel (512) 663-0156

www.cambrianenvironmental.com

9 September 2021

Russell Fishbeck
Vice President
Williamson County Parks Department
219 Perry Mayfield
Leander, TX 78761

Re: Proposal to Provide an Updated TCEQ Geologic Assessment Report for an Approximately 75-acre portion of the Southwest Williamson County Regional Park, Located in Williamson County, Texas.

Russell,

We appreciate the opportunity to provide you with this proposal for geological services in support of future development at the Southwest Williamson County Regional Park. As discussed recently we are proposing to produce an updated TCEQ Geologic Assessment report for an approximately 75-acre area depicted in the attached Figure 1. For this effort we will rely partially on existing data from previous investigations by Horizon Environmental and Mike Warton and Associates, with a brief field survey by Cambrian personnel to look for any changed circumstances. If authorized, Cambrian will conduct a Geologic Assessment investigation and produce a report for submittal to the Texas Commission on Environmental Quality (TCEQ) with the project's Water Pollution Abatement Plan (WPAP) as required under the Edwards Aquifer Rules (30 TAC Chapter 213). This task will be performed by Cambrian Environmental licensed Professional Geoscientists, and the field work will generally conform to the "*Instructions to Geologists for Geologic Assessments on the Edwards Aquifer Recharge/Transition Zones*" as written by the TCEQ. Data needs required from the client will include the map scale at which the WPAP site maps will be submitted to the TCEQ. Client is responsible for securing right of entry for field surveys. Work is to be performed on a time and materials basis, not to exceed \$3,500.00.

Please do not hesitate to contact me with any comments or questions regarding this proposal. If you find the terms acceptable, please return a signed copy as notification to begin work. We are prepared to commence immediately.

Best regards,

Kemble White, Ph.D., P.G.
Senior Geoscientist



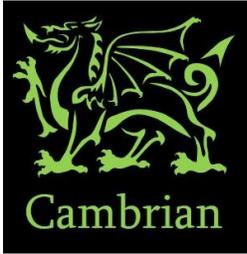
Cambrian Environmental
4422 Packsaddle Pass
Suite 204
Austin, TX 78745

Tel (512) 663-0156

www.cambriangenvironmental.com



Figure 1. Proposed survey area for updated Geologic Assessment.



Cambrian Environmental
 4422 Packsaddle Pass
 Suite 204
 Austin, TX 78745

 Tel (512) 663-0156

 www.cambriangenvironmental.com

Cambrian Environmental Service Agreement

EIN 46-5009426

16 September 2021

Project Name	Geologic Assessment Update for portion of the SWRP	Client Name	Williamson County
Project Number	CE	Point(s) of Contact	Russell Fishbeck
Cambrian Project Manager	Craig Crawford, P.G. & Project Manager	Address	Williamson County Parks Department 219 Perry Mayfield Leander, TX 78761
		Phone	
		E-mail	

Scope of Services: (See Attached)

Terms of Payment:

Fixed Fee: \$ _____

Time and Materials (not-to-exceed): \$ 3,500.00

Cambrian Environmental

Client:

X

 Kembler White
 Cambrian Environmental

X

 Client (Please print and sign)



Cambrian Environmental
4422 Packsaddle Pass
Suite 204
Austin, TX 78745

Tel (512) 663-0156

www.cambriangenvironmental.com

Scope of Services. Subject to the terms set forth in this agreement Cambrian Environmental (Cambrian) shall provide those services agreed to in writing. Any additional services provided by Cambrian in connection with this agreement are to be authorized on Cambrian's standard change order form, which shall be incorporated herein, describing changes in the scope of work and any adjustment in pricing and terms.

Payment. In the event of late payment or other breach of this Agreement by Client, Cambrian reserves the right to stop work or to withhold its work product pending payment in full. Unless Client objects in writing to any charges set forth in an invoice within 10 days of receipt of the invoice, such invoice shall be deemed accepted.

Termination. In the event that this Agreement is terminated and the Services are priced on a fixed fee basis Cambrian shall be entitled to prorated payment from Client based on the percentage of work completed as reasonably estimated by Cambrian. In the event that this Agreement is terminated and the Services are priced on a Time and Materials basis, Cambrian shall be entitled to payment based on the number of hours worked at the applicable rate, and in all events Cambrian shall be entitled to reimbursement of costs incurred prior to termination.

Limited Warranty; Disclaimer. Cambrian warrants that services performed will be in conformance with the generally accepted standards of similar professional service organizations operating under similar conditions. In the event of a breach of the foregoing warranty, Cambrian's only obligation shall be to use reasonable efforts to re-perform the services or to refund the fees paid by the client at Cambrian's option. Except for the foregoing warranty, the services and information provided under this agreement are provided "as-is". Client understands that Cambrian may not uncover all relevant information for a variety of reasons and that reports generated by

Delays. Cambrian will extend all reasonable efforts to complete the services on or prior to any completion date specified in the scope of services subject to factors beyond Cambrian's reasonable control. Cambrian is not responsible for delays or other circumstances caused by the unavailability of required information from the client, delays in government approvals, or other factors beyond Cambrian's reasonable control.

Limitation of Remedies. Should the client incur any damages in connection with this agreement or the services, Cambrian's liability shall in no event exceed the amount actually paid by Client to Cambrian for the Services. To the maximum extent permitted by law, Cambrian shall have no other liability to client for any damages, whether general, special, incidental or consequential, including any lost profits or lost savings, whether or not foreseeable. Client expressly acknowledges and agrees that Cambrian relies on the disclaimers and limitations set forth herein.

Assignment; Successors; Third-Parties. Client may not assign its rights under this agreement without Cambrian's written consent.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
UPDATED TCEQ GEOLOGIC
ASSESSMENT REPORT
(Southwest Regional Park)**

(Kemble White IV dba Cambrian Environmental)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds and 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, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Kemble White IV dba Cambrian Environmental** (hereinafter "Cambrian"). Customer agrees to engage Cambrian as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

- A. Cambrian Proposal with Terms and Conditions, dated September 9, 2021;
- B. This Williamson County Addendum; and
- C. Any required insurance certificates.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County’s terms and conditions taking precedence.

II.

No Agency Relationship: It is understood and agreed that Cambrian shall not in any sense be considered a partner or joint venturer with The County, nor shall Cambrian 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. Cambrian 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 Cambrian or failure to act relating to the services being provided.

III.

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

IV.

Compliance with All Laws: Customer and Cambrian agree to and will comply with any and all local, state or federal laws with respect to the services rendered under this Agreement.

V.

Payment: Cambrian will be compensated as set forth in Cambrian's Proposal, which is incorporated herein as if copied in full.

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

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) 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: Cambrian agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Cambrian which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Cambrian agrees that Customer shall have access during normal working hours to all necessary Cambrian facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Cambrian reasonable advance notice of intended audits. In no circumstances will Cambrian be required to create or maintain documents not kept in the ordinary course of Cambrian' business operations, nor will Cambrian 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. The parties expressly agree and acknowledge that Customer does not agree to arbitration or waiver of right to trial by jury.

X.

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

XI.

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

XII.

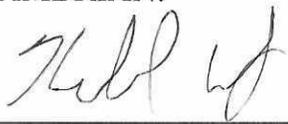
County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

CAMBRIAN:

Authorized Signature
Date: _____, 2021



Authorized Signature
Date: 9/16, 2021

Commissioners Court - Regular Session**15.****Meeting Date:** 09/21/2021

Juvenile Justice Center Agreement with Knight Security

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

Discuss, consider and take appropriate action on ratifying purchase for the installation of one (1) new P3375-LV indoor security camera and associated cable back for \$2,532.69 with an annual recurring charge of \$300.00, at the Juvenile Justice Center, and approving the agreement between Williamson County and Knight Security Systems, pursuant to the terms of the DIR-CPO-4944 contract, and authorizing the execution of the agreement.

Background

The approval of this agreement will benefit the Juvenile Justice Center with the installation of one (1) additional indoor camera for the video surveillance system. System installation includes hardware, system licenses, programming, and configuration unless otherwise stated. The attached agreement has detailed information regarding this purchase. The total cost of this installation is \$2,532.69 with an annual recurring charge of \$300.00. The department point of contact is Chris Ball. Funding source is P544.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Knight Security at Juvenile Justice Center 9.21.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 10:33 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 10:41 AM
Form Started By: Mary Watson		Started On: 09/14/2021 12:29 PM
Final Approval Date: 09/16/2021		

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KNIGHT
SECURITY SYSTEMS
HONOR, INTEGRITY, SERVICE



Kevin Garlick
kgarlick@knightsecurity.com
(512) 590-7886

Name: Williamson County - Juvenile Center

Site
200 Wilco Way
Georgetown, TX 78626

Billing
3101 SE Inner Loop
Georgetown, TX 78626

Contact

[Redacted]
P [Redacted]
E [Redacted]

PROJECT NAME: Wilco-Juvenile Center- [Redacted]

PROJECT SCOPE OF WORK

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install Security additions for Wilco-Juvenile Center as change order 2 for job [Redacted].

System installation includes hardware, system licenses, programming, and configuration unless otherwise stated.

General Scope of Work : Video Surveillance System additions

- One New P3375-LV indoor camera (ceiling mounted) and associated cable back to IDF in the following locations:
 - [Redacted]

[Large Redacted Area]

Client Initials: _____



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New camera license(s) will be added to the existing video server and will impact the available storage
KSS will enroll the cameras and set up basic motion detection.

Customer Provided Items

- Assigning different schedules and access levels to the access control doors
- PoE switches and patch panels
- Network configurations for connection of devices to Customer's network
- IP address assignments

Finance

Purchaser hereby agrees to pay KSS the following terms:

Project Milestones and Invoicing Procedures

- The Customer is required to pay every invoice in full within 30 days of receiving the invoice.
- Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer.

Engineering - Not included with this scope.

Cabling & Wiring

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment.

Field Devices

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

Programming

KSS trained personnel will program the security system to provide a functioning operational system. KSS will program each device according to the system matrix provided in the security plans or to match the existing naming convention.

Rental Equipment - Not included with this scope.

Testing

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. The final system test report will be sent to all parties.

Training - Not included with this scope.

Conditions and Qualifications

- Customer shall designate a single point of contact for Knight Security. Designated person will coordinate among all departments or agencies and will have authority to make project related decisions and provide final acceptance.
- Work provided by Knight Security, including training, is assumed to be during normal business hours; 7a-5p M-F excluding holidays.
- 120vac, space for control panels, switch, and UPS in a centrally located closet in a climate controlled space provided by Owner.
- Cables will be routed in the accessible ceilings or exposed when attached to building structure. Conduit or other metallic raceway is not included in this proposal unless stated above.
- KSS is not responsible for any existing devices being reused. A quote will be provided to the customer for any devices that are found to be defective or inoperable.
- KSS is not responsible for any damages left from the removal of existing devices. The Customer is responsible for patching and repairing any damages left from the removal of existing devices.

Client Initials: _____

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DIR CPO-4494

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

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

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

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

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

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

Client Initials: _____

Confidential - Do not duplicate or distribute without written permission from Knight Security Systems, Inc.

PROJECT INVESTMENT

CO2-Room #346

QTY	Description	Unit Price	Ext.Price
1	GenetecAdvantage for 1 OmnicastEnterprise Camera	\$35.26	\$35.26
1	1 camera connection	\$176.31	\$176.31
1	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	\$11.22	\$11.22
1	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	\$14.86	\$14.86
1	Mini Com 24-port modular patch panel with faceplat	\$45.08	\$45.08
0.5	23-4P UNS SOL CMP C6 Ylw Jkt - 500 ft	\$180.74	\$90.37
1	Day/night fixed dome with support for WDR-Forensic	\$619.84	\$619.84

Annual Recurring:

Description	Ext.Price
SecurePlan Premium Service Level Agreement	\$300.00

Investment Summary

Total Equipment	\$992.94
Total Labor	\$1,239.75
Total Proposal Amount	\$2,232.69

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

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$2,232.69**
Annual Recurring \$300.00

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

Grand Total \$ 2,532.69

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

COUNTY:
WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 20____

SERVICE PROVIDER:
KNIGHT SECURITY SYSTEMS:

By:  _____

Printed Name: **Kevin Garlick** _____

Representative **Account Manager**
Capacity: _____

Date: **September 14, 2021**, 20____

Client Initials: _____

Commissioners Court - Regular Session**16.****Meeting Date:** 09/21/2021

Todd C. Harris, P.C. - Jail Dental Services Extension - FY22

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

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Todd C. Harris, P.C. for Dental Services at the Williamson County Jail for the annual amount of \$93,500 for the term of October 1, 2021 - September 30, 2022. Contract is for a Professional Service and is exempt from competitive bidding per Texas Local Government Code Sec. 2254.002 (2)(A)(v) medicine.

Background

The Sheriff's Office requested extension of agreement for these services with Todd C. Harris, P.C. The FY22 funding source is under General Fund, Corrections, Jail Doctor, 01.0100.0570.003317. The department point of contact is Lt. Doug Wheless, Medical Lieutenant-Corrections.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Todd C. Harris, P.C. - Jail Dental Services Extension FY22

Todd. C. Harris, P.C. - Jail Dental Services - original

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 11:59 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 12:00 PM
Form Started By: Dianne West		Started On: 09/16/2021 10:11 AM
Final Approval Date: 09/16/2021		

**AGREEMENT TO AMEND AND EXTEND
WILLIAMSON COUNTY PROFESSIONAL SERVICES
AGREEMENT
FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY
JAIL**

Date: To be effective as of October 1, 2021

Provider: Todd C. Harris, P.C., a Texas professional corporation

Provider's Mailing Address:

Todd C. Harris, P.C.
1600 West 38th Street, Suite 305
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Mike Gleason
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

**1. Professional Services Agreement for Dental Services at the Williamson County Jail
Subject of this Extension Agreement:**

The agreement subject of this Amendment and Extension Agreement is that certain Professional Services Agreement for Dental Services at the Williamson County Jail dated April 7, 2009, being executed by and between Provider and County, wherein Provider agreed to provide dental services for the inmates of the Williamson County Jail (the "Agreement").

2. Amendment of Agreement Terms, Covenants and Conditions

Provider and County hereby agree to amend the Agreement by adding the following Article XVII.
INSURANCE REQUIREMENTS:

Provider must comply with the following insurance requirements at all times during this Agreement:

A. Coverage Limits. Provider, at Provider's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect, at a minimum, Medical Professional Liability

Insurance in the amount of \$1,000,000.00 per claim with an Annual Aggregate of \$3,000,00.00 for all claims.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under the policy required under this Agreement, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Provider shall be responsible for payment of premiums for all of the insurance coverages required under this section. Provider further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Provider is responsible hereunder, Provider shall be solely responsible for all deductibles and self-insured retentions.

D. Commencement of Services. Provider shall not commence any services under this Agreement until he/she/it has obtained all required insurance and such insurance has been approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Provider hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Provider shall furnish County with a certification of coverage issued by the insurer. Provider shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notifications required hereunder, Provider shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer, by providing such notice thereof by certified mail to:

Williamson County Human Resources Department
c/o: Risk and Safety Coordinator
100 Wilco Way, HR101
Georgetown, Texas 78626

With copy to: Williamson County Sheriff's Office
c/o: Commander of Corrections Bureau
508 Rock Street
Georgetown, Texas 78626

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Provider, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute,

except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

3. Agreement to Extend the Agreement:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2021 and ending on midnight of September 30, 2022 ("Extended Term").

4. Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

Williamson County, Texas

Bill Gravell,
Williamson County Judge

PROVIDER:

Todd C. Harris, P.C.,

By: 

Printed Name: Todd Harris

Representative Capacity: DENTIST



WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR DENTAL SERVICES AT THE WILLIAMSON COUNTY JAIL

This Williamson County Professional Services Agreement for Dental Services at the Williamson County Jail ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Todd C. Harris, P.C., a Texas professional corporation, hereinafter referred to as PROVIDER, for the purpose of providing dental services for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide dental services as a dentist licensed to practice dentistry in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of dental care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her license to practice dentistry in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide dental services for up to eight (8) hours per week for fifty-two (52) weeks during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER will not be available to provide dental services and PROVIDER will provide COUNTY with a suitable substitute. COUNTY shall be able to accept or reject such proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available.

PROVIDER will provide dental services to all inmates requiring such attention. These dental services shall include Dental Emergency Coverage (DEC) services.

PROVIDER will be under no obligation to provide specialty dental services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty dental services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of dental care provided under this Agreement.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the dental needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute dentist procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

II. TERM AND TERMINATION

This Agreement shall become effective as of the date of the last party to execute this Agreement, and continue for one (1) year thereafter. By separate writing, the parties may agree to extend this Agreement for an additional term following said initial term.

Either party may terminate this Agreement at any time for any reason (or without cause) on sixty (60) day's written notice to the other party. In the event of termination, it is understood and agreed that only the amounts due to PROVIDER for services provided and expenses incurred to and including the date of termination, will be due and payable.

III. COST AND PAYMENT

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of Six Thousand Six Hundred Sixty Six and No/100 Dollars (\$6,666.66) each month during the term of this Agreement for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

COUNTY's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Sheriff's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Sheriff's Office's receipt of the corrected or revised invoice.

IV. CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate dental information.

V. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

VI. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VII.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VIII.
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.

IX.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

X.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
James Wilson (or successor)
508 Rock Street
Georgetown, Texas 78626

and with a copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626

PROVIDER:

Todd C. Harris, P.C.
1600 West 38th Street Suite 305
Austin, TX 78731

XI.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is 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.

XII.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

XIV.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that 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 PROVIDER which are directly pertinent to the services to be performed under this Agreement

for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XV.
APPROPRIATION OF FUNDS

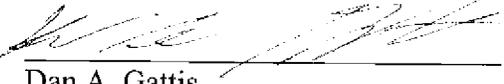
COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XVI.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

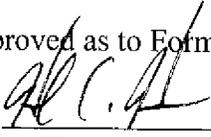
Executed this the 7th day of April, 2009.

WILLIAMSON COUNTY, TEXAS

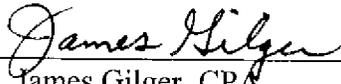


Dan A. Gattis,
Williamson County Judge

Approved as to Form:

By: 

Hal C. Hawes
Assistant Williamson County Attorney

By: 

James Gilger, CPA,
Williamson County Contract
Management Auditor

PROVIDER:

Todd C. Harris, P.C.

By: 

Printed Name: Todd C. Harris DDS

Representative Capacity: Dentist

Commissioners Court - Regular Session

17.

Meeting Date: 09/21/2021

Ghulam M. Khan, M.D., Jail Psychiatric Medical Services Extension FY22

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

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Ghulam M. Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the annual amount of \$84,744 for the term of October 1, 2021 - September 30, 2022. Contract is for a Professional Service and is exempt from competitive bidding per Texas Local Government Code Sec. 2254.002 (2)(A)(v) medicine.

Background

The Sheriff's Office requested extension of agreement for these services with Ghulam Khan, M.D. The FY22 funding source is under General Fund, Corrections, Jail Doctor, 01.0100.0570.004116. The department point of contact is Lt. Doug Wheless, Medical Lieutenant-Corrections.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Psychiatric Medical Services - Ghulam M. Khan, M.D. - PSA FY22

Ghulam M. Khan, M.D. - Psychiatric Medical Services for Jail - original

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 09/16/2021

Reviewed By

Joy Simonton

Becky Pruitt

Date

09/16/2021 11:58 AM

09/16/2021 11:59 AM

Started On: 09/16/2021 08:20 AM

**AGREEMENT TO EXTEND
WILLIAMSON COUNTY PROFESSIONAL SERVICES
AGREEMENT
FOR PSYCHIATRIC MEDICAL SERVICES
AT THE WILLIAMSON COUNTY JAIL**

Date: To be effective as of October 1, 2021

Provider: Ghulam M. Khan, M.D.

Provider's Mailing Address:

Ghulam M. Khan, M.D.
366 East Avenue
Austin, Texas 78701
XXXXXXXXXXXX

3218 Bay Hill Lane
Round Rock, Tx 78664

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Mike Gleason
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Extension Agreement:

The agreement subject of this Agreement To Extend Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Extension Agreement") is that certain Professional Services Agreement For Psychiatric Medical Services at the Williamson County Jail, being executed by and between Provider and County in the year of 2013, wherein Provider agreed to provide psychiatric services for the inmates of the Williamson County Jail (the "Agreement").

Extension of the Agreement:

In accordance with Article II of the Agreement, the Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2021 and ending on midnight of September 30, 2022 ("Extended Term").

Amendment of Agreement Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

COUNTY:

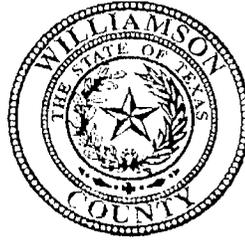
Williamson County, Texas

Bill Gravell, Jr.
Williamson County Judge

PROVIDER:

By: ghulam khan md

Printed Name: Ghulam M. Khan, M.D.



**WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR PSYCHIATRIC MEDICAL SERVICES
AT THE WILLIAMSON COUNTY JAIL**

This Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Ghulam M. Kahn, M.D., hereinafter referred to as PROVIDER, for the purpose of providing psychiatric services and attention for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide outpatient psychiatric services and attention for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of a psychiatrist that provides such psychiatric care and attention in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide psychiatric services and attention for a not to exceed weekly amount of sixteen (16) hours per week during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER cannot be physically present in the JAIL infirmary to provide psychiatric services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute psychiatrist to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide outpatient psychiatric attention to all inmates requiring such attention. These services shall include, but are not limited to, follow-up on all lab tests and all inmates who have had psychiatric attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty psychiatric services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty psychiatric services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of outpatient psychiatric care and attention.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the psychiatric needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute psychiatrist procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

II. TERM AND TERMINATION

This Agreement shall become effective as of October 1, 2013 and continue thereafter until September 30, 2014. Either party may terminate this Agreement at any time for any reason (or without cause) on sixty days prior written notice to the other party. In the event that COUNTY and PROVIDER wish to extend this Agreement for additional one (1) year terms following the initial term, the parties shall execute a written agreement evidencing each party's desire to extend the Agreement.

III. COST AND PAYMENT

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of \$6,000.00 for each month for the services described under "SCOPE OF SERVICES". This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant

Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

COUNTY's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Sheriff's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Sheriff's Office's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Sheriff's Office's receipt of the corrected or revised invoice.

IV. CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate medical information.

V. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

VI.
DUTY TO REPRESENT/INDEMNITY/INSURANCE

COUNTY agrees to provide legal representation and indemnify, to the extent allowed by Texas law, PROVIDER in the event of legal action taken against PROVIDER on the basis of the services provided to the inmates of the JAIL in the performance of this Agreement. COUNTY shall have full authority to defend, negotiate, or settle any such claims at the sole discretion of the COUNTY. PROVIDER shall fully assist and participate, without cost to COUNTY, in the defense, negotiation, or settlement of any such claims, and such assistance and participation shall include consultation with COUNTY and opinion testimony as needed on medical questions and issues. Provider shall also furnish, without cost to COUNTY, consultation and opinion testimony on medical questions and/or issues for legal actions against COUNTY or COUNTY's officials related to the psychiatric services provided to inmates on claims and/or suits that do not include PROVIDER as a named defendant. COUNTY reserves the right to withdraw its representation and indemnification of PROVIDER in the event PROVIDER fails to assist and participate in the defense, negotiation, or settlement of any such claims.

COUNTY may fulfill its legal representation and indemnification obligations, to the extent allowed by law, under this Agreement through insurance or other means at its sole discretion.

During the term of this Agreement, COUNTY hereby agrees to provide the policy of insurance attached hereto as Exhibit "A" (said exhibit provides the coverage limits of the Policy) and PROVIDER acknowledges and agrees that such policy and coverage limits is sufficient and adequate. In the event that COUNTY and/or PROVIDER are sued for the services provided under this Agreement and counsel is provided through the said insurance policy, COUNTY shall not be required to provide counsel for PROVIDER in addition to the counsel that is provided under the insurance policy. Furthermore, COUNTY shall have no obligation to provide legal representation or indemnify PROVIDER for any legal action which does not arise from PROVIDER's services under this Agreement or to any extent that is not allowed by law.

VII.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

IX.
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.

X.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

XI.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
James Wilson (or successor)
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Ghulam M. Kahn, M.D.
56 East Avenue
Austin, Texas 78701

XII.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the

particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is 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.

XIII.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

XV.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that 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 PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

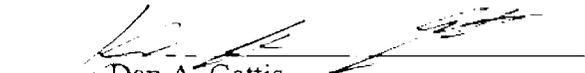
XVI.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below.

WILLIAMSON COUNTY, TEXAS



Dan A. Gattis
Williamson County Judge

Date: 10-10- , 2013

PROVIDER:

By: 

Printed Name: Ghulam M. Kahn, M.D.

Date: 9/20/ . 2013.



EXHIBIT "A"

INSURANCE POLICY AND COVERAGE LIMITS



Regional Excess Underwriters, LLC

Quote Cover Letter

Date: September 25, 2013

To: Judy Rice, Extraco Banks NA

From: Victoria Dearing

Phone: (877) 738-3172 Ext.

Email: vdearing@regionalxs.com Fax: (866) 495-9044

Re: Insured: Ghulam M Khan MD

Proposed Effective Date: 9/30/2013

Premium: \$4,000.00

Policy Fee \$250.00

Taxes: \$208.68

Total: \$4,458.68

Agent Commission: 10%

AT TIME OF BINDING

**A fully completed and signed Market Statement, as attached
Copy of current coverage for other services**

Attached please see the quotation from Evanston Insurance Company. Please review and contact me with any questions you may have.

Please note: the terms and conditions of this quotation may not comply with the specifications submitted for consideration. Please read this quote carefully and compare it against your specifications. **** Written request needed to bind****

Thank you for allowing us to be of service.

Reference #: 0689226

REGIONAL EXCESS UNDERWRITERS, LLC
122 W. John Carpenter Freeway
Suite 350
Irving, TX 75039
Phone: (877) 738-3172 / Fax: (866) 495-9044

September 25, 2013

From: Vicky Dearing
REGIONAL EXCESS UNDERWRITERS, LLC

RE: GHULAM MUSTAFA KHAN, MD
Risk ID: 4046970

We are pleased to offer the following terms for the captioned which are valid for thirty (30) days:

Proposed Named Insured(s):

Coverage A: GHULAM MUSTAFA KHAN, MD

Coverage B: none

Issuing Company: EVANSTON INSURANCE COMPANY, a Surplus Lines company

Policy Form: MM-20000 08/09 - Physicians, Surgeons, Dentists and Podiatrists Professional Liability Insurance Policy (claims made form)

Note: This policy contains provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible.

Policy Limits:

Coverage A*		Per Patient	Policy Aggregate	Deductible Each Claim	Annual Premium
Each Claim	Aggregate				
\$200,000	\$600,000	\$200,000	\$600,000	\$5,000	\$4,000

*Coverage A: Individual Professional Liability Policy Fee \$250

Retroactive Date: Policy Inception

Professional Specialty: Psychiatry services at the Williamson County Jail

Extended Reporting Period (bi-lateral): 12/24/36 months at 150%/200%/250% of the total annual premium, respectively

Up to 7 years Extended Reporting Period available: See Endorsement MEIL 5229 09 10, attached.

Terms are subject to receipt, review and acceptance of the following, by an underwriter of EVANSTON INSURANCE COMPANY, PRIOR TO BINDING COVERAGE:

1. A fully completed Market Statement, as attached.
2. Copy of current coverage for other services

MPIL 1009-TX 04 10 Texas Surplus Lines Notice
MPIL 1009-TX 04 10 Texas Important Notice

The underwriter reserves the right to amend or withdraw terms upon review of the above additional information.

In the event of any material change in underwriting information before coverage is bound, terms may be modified or withdrawn by the underwriter.



EVANSTON INSURANCE COMPANY *SPECIMEN*

Endorsement

Named Insured:
GHULAM MUSTAFA KHAN, MD

Attached to and forming
a part of Policy No.:
Endorsement No.: 1
Effective Date of Endorsement:

25% MINIMUM EARNED PREMIUM ENDORSEMENT

In consideration of the premium paid, it is hereby understood and agreed that in the event that this policy is cancelled by the Named Insured, the policy premium is subject to a minimum earned premium of twenty-five percent (25%) of the total premium.

All other provisions of the policy shall remain unchanged

EIC 4115-01 2/03

Page 1 of 1

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SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LONGER DURATION EXTENDED REPORTING PERIOD AVAILABILITY

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART - CLAIMS MADE COVERAGE
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART - CLAIMS MADE
COVERAGE
SPECIFIED MEDICAL PROFESSIONS GENERAL LIABILITY (INCLUDING PRODUCTS AND COMPLETED
OPERATIONS LIABILITY) INSURANCE COVERAGE PART - CLAIMS MADE COVERAGE
LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
LOCUM TENENS AND CONTRACT STAFFING GENERAL LIABILITY INSURANCE (INCLUDING PRODUCTS AND
COMPLETED OPERATIONS LIABILITY) COVERAGE PART - CLAIMS MADE COVERAGE

In consideration of the premium paid, it is hereby understood and agreed that in addition to the availability of the Extended Reporting Period for the period of months stated in Item 0. of the Declarations, an Extended Reporting Period of the following duration shall also be available:

48 months;
60 months;
72 months; or
84 months.

The Named Insured must make a written request for the longer duration Extended Reporting Period received by the Company within 10 days after the end of the Policy Period. The written request must specify from the options stated above which period of Extended Reporting Period is requested. The Company will determine the additional premium to be charged for such Extended Reporting Period.

The Company will provide to the Named Insured in writing the amount of the additional premium for an Extended Reporting Period of the duration specified within 10 days of receipt of the Named Insured's written request.

All other terms and conditions of the Section Extended Reporting Period shall apply with regard to the Named Insured's exercise of any such longer duration Extended Reporting Period.

All other terms and conditions remain unchanged

MEIL 5229 09 10

Page 1 of 1



EVANSTON INSURANCE COMPANY

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITIONS AND EXCLUSIONS – ELECTRONIC DATA AND DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

This endorsement modifies insurance provided under the following:

- LOCUM TENENS AND CONTRACT STAFFING PROFESSIONAL LIABILITY INSURANCE COVERAGE PART
- SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY
- SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART – CLAIMS MADE COVERAGE
- SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE COVERAGE PART – CLAIMS MADE COVERAGE
- PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS AND PROFESSIONAL LIABILITY INSURANCE POLICY

Section The Exclusions is amended by the addition of the following:

any Claim based upon or arising out of any violation of:

- (a) the Telephone Consumer Protection Act of 1991 (TCPA) and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation;
- (b) the CAN-SPAM Act of 2003 and amendments thereto or any similar or related federal or state statute, law, rule, ordinance or regulation; or
- (c) any other statute, law, rule, ordinance or regulation that prohibits or limits the sending, transmitting, communication or distribution of information or other material.

All other terms and conditions remain unchanged.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-STACKING LIMITATION WHEN TWO OR MORE POLICIES APPLY

This endorsement modifies insurance provided under the following:

PHYSICIANS, SURGEONS, DENTISTS AND PODIATRISTS PROFESSIONAL LIABILITY INSURANCE POLICY
SPECIFIED MEDICAL PROFESSIONS PROFESSIONAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, it is understood and agreed that the following is added to Section Other Conditions D., Other Insurance.

If any Claim under this policy is also covered by one or more policies issued by this Company or any of its affiliated companies affording coverage to the Named Insured or to any entity or person who controls, is controlled by, or is affiliated by common control with the Named Insured, then with respect to such Claim:

1. the Limit of Liability available under this policy will be equal to the percentage that this policy's available Limit of Liability bears to the total combined Limits of Liability available under all applicable policies; and
2. the total Limit of Liability available for such Claim shall not exceed the greater/est available Limit of Liability remaining on all such policies at the time the Claim is made and its payment shall extinguish this Company's and its affiliated companies' liability on all such policies for such Claim.

Nothing contained in this endorsement shall be construed to increase the Limits of Liability of this policy.

All other terms and conditions of this policy remain unchanged.

MEPS 2002 07 12

Page 1 of 1



EVANSTON INSURANCE COMPANY

SPECIMEN

IMPORTANT POLICYHOLDER NOTICE

TEXAS SURPLUS LINES NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.65% (percent) tax on gross premium.

2013/09/26 15:31:26

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IMPORTANT NOTICE

AVISO IMPORTANTE

To obtain information or make a complaint:

Para obtener informacion o para someter una queja:

You may call the company's toll-free telephone number for information or to make a complaint at:

Usted puede llamar al numero de telefono gratis de la compania para informacion o para someter una queja al:

1-800-507-7626

1-800-507-7626

You may write to the insurance company at:

Usted puede escribir a la compania de seguros:

Markel Legal Department
Ten Parkway North
Deerfield, Illinois 60015

Markel Legal Department
Ten Parkway North
Deerfield, Illinois 60015

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

1-800-252-3439

You may write the Texas Department of Insurance at:

Puede escribir al Departamento de Seguros de Texas:

Texas Department of Insurance
Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
FAX # (512) 475-1771

Texas Department of Insurance
Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
FAX # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Prescribed by the State Board of Insurance
Effective May 1, 1992

Ordenado por el consejo Estatal de Directores de Seguros, Efectivo el 1 de Mayo 1992



- Deerfield Insurance Company
- Evanston Insurance Company
- Essex Insurance Company
- Markel American Insurance Company
- Markel Insurance Company
- Associated International Insurance Company

APPLICATION ACCEPTANCE AND REPRESENTATION STATEMENT ("Statement")

1. Full name of Applicant: _____
2. It is understood and agreed that application is being made to the Company. All information contained in the application dated _____ ("Application") and completed on behalf of the Applicant will be relied upon by the underwriting manager, Company and/or affiliates thereof in issuing a policy.
3. The underwriting manager, Company and/or affiliates thereof will rely upon:
 - (a) The truth and accuracy of the representations contained in the Application;
 - (b) The Applicant represents that the statements and any attachments to the Application are true and accurate to the best knowledge and belief of the undersigned authorized agent of the person(s) and entity(ies) proposed for this insurance and declares that to the best of his/her knowledge and belief, after reasonable inquiry, the statements in the Application and in any attachments, are true and complete;

NOTICE TO THE APPLICANT - PLEASE READ CAREFULLY

No fact, circumstance or situation indicating the probability of a claim or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or entity(ies) proposed for this insurance other than that which is disclosed in the Application. It is agreed by all concerned that if there be knowledge of any such fact, circumstance or situation, any claim subsequently emanating therefrom shall be excluded from coverage under the proposed insurance.

The policy applied for is SOLELY AS STATED IN THE POLICY, if issued, which provides coverage on a claims made basis for ONLY THOSE "CLAIMS" THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD, unless the extended reporting period option is exercised in accordance with the terms of the policy. The policy has specific provisions detailing claim reporting requirements.

The underwriting manager, Company and/or affiliates thereof are authorized to make any inquiry in connection with the Application and this Statement.

WARRANTY

I/We warrant to the Company, that I/We understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of the Application and this Statement by issuance of a policy. I/We authorize the release of claim information from any prior insurer to the underwriting manager, Company and/or affiliates thereof.

Signing this Statement does not bind the Company to provide or the Applicant to purchase the insurance.

It is understood that information submitted herein becomes a part of the Application for insurance and is subject to the same declarations, representations and conditions.

Must be signed by director, executive officer, partner or equivalent within 60 days of the proposed effective date.

Name of Applicant

Title

Signature of Applicant

Date

Notice to Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties

Commissioners Court - Regular Session**18.****Meeting Date:** 09/21/2021

Adam Barta, M.D. - Jail Medical Services Extension FY22

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

Discuss, consider, and take appropriate action on extending the Professional Services Agreement with Adam Barta, M.D. for Medical Services at the Williamson County Jail for the annual amount of \$96,509 for the term of October 1, 2021 - September 30, 2022. Contract is for a Professional Service and is exempt from competitive bidding per Texas Local Government Code Sec. 2254.002 (2)(A)(v) medicine.

Background

The Sheriff's Office requested extension of agreement for these services with Adam Barta, M.D. The FY22 funding source is under General Fund, Corrections, Jail Doctor, 01.0100.0570.004116. The department point of contact is Lt. Doug Wheless, Medical Lieutenant-Corrections.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Adam Barta, M.D. - Jail Medical Services Extension - FY22

Adam Barta, M.D. - Jail Medical Services - original

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 11:59 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 12:00 PM
Form Started By: Dianne West		Started On: 09/16/2021 09:32 AM
Final Approval Date: 09/16/2021		

**AGREEMENT TO AMEND AND EXTEND
WILLIAMSON COUNTY PROFESSIONAL SERVICES
AGREEMENT
FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY
JAIL**

Date: To be effective as of October 1, 2021

Provider: Adam Barta, M.D.

Provider's Mailing Address:

Adam Barta, M.D.
4216 Venado Drive
Austin, Texas 78731

County: County of Williamson, a political subdivision of the State of Texas

County's Mailing Address:

County of Williamson
c/o: Sheriff Mike Gleason
Williamson County Sheriff's Office
508 Rock Street
Georgetown, Texas 78626

Professional Services Agreement for Medical Services at the Williamson County Jail Subject of this Amendment and Extension Agreement:

The agreement subject of this Amendment and Extension Agreement is that certain Professional Services Agreement for Medical Services at the Williamson County Jail dated December 20, 2011, being executed by and between Provider and County, wherein Provider agreed to provide medical services for the inmates of the Williamson County Jail (the "Agreement").

I. Amendment of Agreement Terms, Covenants and Conditions

A. Amendment to Article I., Scope of Services: Article I., Scope of Services of the Agreement shall be amended as follows:

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to 12 hours per week during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER cannot be physically present in the JAIL infirmary to provide medical services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute medical doctor to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out-patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

- B.** To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Amendment and Extension Agreement, the terms of this Amendment and Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term.

II. Extended Term:

The Provider and County hereby agree to extend the Agreement for an additional one (1) year term beginning as of October 1, 2021 and ending on midnight of September 30, 2022 ("Extended Term").

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE:

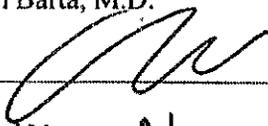
COUNTY:

Williamson County, Texas

Bill Gravell, Jr.
Williamson County Judge

PROVIDER:

Adam Barta, M.D.

By:  _____

Printed Name: Adam Barta

Representative Capacity: Self-Dr.



**WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR MEDICAL SERVICES AT THE WILLIAMSON COUNTY JAIL**

This Agreement ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Adam Barta, M.D., hereinafter referred to as PROVIDER, for the purpose of providing medical services for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide medical services as a physician licensed to practice medicine in the State of Texas for the inmates of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of medical care in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his license to practice medicine in the State of Texas.

PROVIDER shall be physically present in the JAIL infirmary to provide medical services for up to 12 hours per week for 48 weeks. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its jail staff in writing of any times when PROVIDER will not be available to provide medical services and will assist COUNTY in locating a suitable substitute. COUNTY shall be able to accept or reject such proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available.

PROVIDER will provide out-patient medical attention to all inmates requiring such attention. These medical services shall include, but are not limited to, follow-up on all

lab tests, radiographs, and all inmates who have had medical attention outside of the jail infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty medical services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its jail staff in writing of the need for inpatient care, hospitalization, or specialty medical services in the treatment of any inmate.

PROVIDER will provide consultation to the Lead Paramedic of the Williamson County Jail Infirmary and other jail staff on all questions of out-patient medical care.

PROVIDER will develop and write standing orders for use by the jail staff in the handling of the medical needs of the inmates.

PROVIDER will be available for phone consultation by jail staff at any time unless PROVIDER has followed the notice requirement and substitute physician procedure outlined above for any periods when PROVIDER will not be available for phone consultation.

II. TERM

This Agreement shall become effective as of December 30, 2010, and continue thereafter until December 29, 2011. Either party may terminate this Agreement at any time for any reason (or without cause) on sixty days prior written notice to the other party. In the event that COUNTY and PROVIDER wish to extend this Agreement for additional one (1) year terms following the initial term, the parties shall execute a written agreement evidencing each party's desire to extend the Agreement.

III. COST

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of \$6,000.00 each month for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the COUNTY.

Any violation of the provisions of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel costs associated with services provided herein is to be handled separately from this Agreement, and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY.

IV.
CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate medical information.

V.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.

VI.
DUTY TO REPRESENT/INDEMNITY/INSURANCE

COUNTY agrees to provide legal representation and indemnify, to the extent allowed by Texas law, PROVIDER in the event of legal action taken against PROVIDER on the basis of the medical services provided to the inmates of the JAIL in the performance of this Agreement. COUNTY shall have full authority to defend, negotiate, or settle any such claims at the sole discretion of the COUNTY. PROVIDER shall fully assist and participate, without cost to COUNTY, in the defense, negotiation, or settlement of any such claims, and such assistance and participation shall include consultation with COUNTY and opinion testimony as needed on medical questions and issues. Provider shall also furnish, without cost to COUNTY, consultation and opinion testimony on medical questions and/or issues for legal actions against COUNTY or COUNTY's officials related to medical services provided to inmates on claims and/or suits that do not include PROVIDER as a named defendant. COUNTY reserves the right to withdraw its representation and indemnification of PROVIDER in the event PROVIDER fails to assist and participate in the defense, negotiation, or settlement of any such claims.

COUNTY may fulfill its legal representation and indemnification obligations, to the extent allowed by law, under this Agreement through insurance or other means at its sole discretion.

During the term of this Agreement, COUNTY hereby agrees to provide the policy of insurance attached hereto as Exhibit "A" (said exhibit provides the coverage limits of the Policy) and PROVIDER acknowledges and agrees that such policy and coverage limits is sufficient and adequate. In the event that COUNTY and/or PROVIDER are sued for the services provided under this Agreement and counsel is provided through the said insurance policy, COUNTY shall not be required to provide counsel for PROVIDER in

addition to the counsel that is provided under the insurance policy. Furthermore, COUNTY shall have no obligation to provide legal representation or indemnify PROVIDER for any legal action which does not arise from PROVIDER's services under this Agreement or to any extent that is not allowed by law.

In the event COUNTY or PROVIDER should terminate the Policy attached hereto in Exhibit "A" by reason of nonrenewal or cancellation, COUNTY shall pay an additional premium equal to 200% of the annual premium for the Policy Period to extend the coverage granted under the Policy for an additional twenty four (24) months to begin immediately upon the effective date of such nonrenewal or cancellation, as further described in Item 9. of the Policy Declarations and as further described in the Extended Reporting Period provision of the terms and conditions of the enclosed Policy. COUNTY and PROVIDER shall comply with all terms and conditions relating to the Extended Reporting Period of the Policy.

VII.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VIII.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

IX.
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.

X.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

XI.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
James Wilson (or successor)
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Adam Barta, M.D.
4004 Sierra Dr.
Austin, TX 78731

XII.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is 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.

XIII.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

XV.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that 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 PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XVI.
APPROPRIATION OF FUNDS

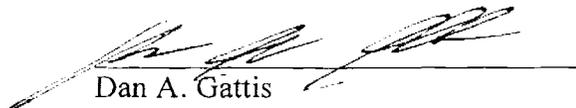
COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XVII.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed this the 26th day of April, 2011, to be effective as of the 30th day of December, 2011.

WILLIAMSON COUNTY, TEXAS



Dan A. Gattis
Williamson County Judge

PROVIDER:

By: _____

Printed Name: Adam Barta, M.D.

Commissioners Court - Regular Session**19.****Meeting Date:** 09/21/2021

Lease Renewal for Contract #T1199 for 9769 Hwy 29 W Georgetown - extension 1

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

Discuss, consider and take appropriate action on authorizing the first extension period for Lease Property 9769 Hwy 29 W, Georgetown, Texas 78626, Contract #T1199, to Brenda Damer for the term of October 1, 2021 through September 30, 2022.

Background

This is the first extension of four (4) possible one (1) year renewal options. Rent is \$1,074.66 per month plus \$490.39 per month for ad valorem taxes. This is a revenue contract that is managed by the Facilities Department with points of contact Christi Stromberg and Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

T1199 Lease Extension Agreement with Brenda Damer for property 9769 Hwy 29 W Georgetown Texas 78626

Form Review**Inbox**

Purchasing (Originator)

Reviewed By

Joy Simonton

Date

09/16/2021 10:36 AM

County Judge Exec Asst.

Becky Pruitt

09/16/2021 10:42 AM

Form Started By: Dianne West

Started On: 09/15/2021 08:16 AM

Final Approval Date: 09/16/2021

AGREEMENT TO EXTEND RESIDENTIAL LEASE AGREEMENT

Landlord: Williamson County, Texas, a political subdivision of the State of Texas

Tenant: Brenda Damer

Residential Lease Agreement:

Residential Lease Agreement (the "Residential Lease") by and between Williamson County, Texas (hereinafter referred to as the "Landlord"), and Brenda Damer, (hereinafter referred to as "Tenant"), being dated effective August 19, 2020, wherein Landlord agreed to lease the residence located at 9769 HWY 29 W, Georgetown, Texas 78626, and as further described in the Residential Lease, (hereinafter referred to as the "Premises"), to Tenant for the purposes and duration described herein.

Agreement to Extend Residential Lease:

Following the Initial Term of the Residential Lease and in accordance with Paragraph 5 of the Residential Lease, Tenant requested to extend the Residential Lease for an additional Extension Term of One (1) year. Landlord and Tenant hereby agree to extend the Residential Lease for an additional and separate Extension Term of twelve (12) months commencing on October 1, 2021 and continuing thereafter until September 30, 2022, unless terminated earlier pursuant to the terms of the Residential Lease. This extension is the first of the four allowable One (1) year Extension Terms.

Rent During Extension Term:

Tenant agrees to pay, without demand, deduction or offset, to Landlord, as rent for the Premises during the Extension Term subject of this agreement, One Thousand and Seventy-Four Dollars and 66/100 (\$1074.66), plus Four Hundred and Ninety Dollars and 39/100 (\$490.39)*, which is one-twelfth the amount of the annual ad valorem taxes assessed against improvements of the Premises in the preceding calendar year*, on the first (1st) day of each calendar month in advance, beginning on the 1st day of October of the Extension Term at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such place as Landlord may designate in writing.

*ONE-TWELFTH THE AMOUNT OF THE ANNUAL AD VALOREM TAXES ASSESSED AGAINST THE PREMISES IN THE PRECEDING CALENDAR YEAR.

Effect of Agreement to Extend Residential Lease on Terms, Covenants and Conditions of the Residential Lease

To the extent that any terms, covenants or conditions of the Residential Lease contradict or conflict with the terms of this Agreement to Extend Residential Lease Agreement, the terms of this Amendment to Residential Lease Agreement shall control. All other existing terms,

covenants and conditions of the Residential Lease shall remain in full force and effect during the Extension Term and any tenancy, if any, thereafter.

ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE TO BE EFFECTIVE AS OF THE 1ST DAY OF OCTOBER, 2021:

LANDLORD:

Williamson County, Texas

By: _____
Bill Gravell, Jr.
County Judge

TENANT:

By: 
Brenda Damer

Commissioners Court - Regular Session

20.

Meeting Date: 09/21/2021

Advertisement for Solicitation #21IFB24 Bulk Fuel

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 Purchasing Agent to advertise and receive sealed bids for Bulk Fuel under Solicitation #21IFB24.

Background

Williamson County is seeking qualified vendors to supply the County with gasoline and diesel fuel delivery on an "as needed" basis to service County owned equipment and vehicles. Contract term shall be for one year (1) initial term with four (4) 12-month renewals. This is a budgeted expense. Fleet Department contact is Kevin Teller. Expenditures from this solicitation will be charged to 01.0100.0882.0882.003301.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments*No file(s) attached.***Form Review**

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 08:51 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 09:14 AM
Form Started By: Erica Smith		Started On: 09/13/2021 03:02 PM
Final Approval Date: 09/16/2021		

Commissioners Court - Regular Session

21.

Meeting Date: 09/21/2021

Williamson County Lifesteps Building – Change Order 1 – The Roof Co. Waco, LLC

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 Austin Montgomery d/b/a The Roof Co. Waco, LLC, Change Order No. 1 for the Williamson County Lifesteps Building in the amount of \$5,406.10.

Background

This change order is for the construction and remodel of the Lifesteps Williamson Council on Alcohol and Drugs Facility to replace remove and replace rotten sub flooring and substrate, remove and replace flooring, add a new screen door, and to detach and reset fixtures.

Department point of contact is Dwayne Gossett. Funding source is 01.001.1024.004509, FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Lifesteps CO1, The Roof Co.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Wendy Danzoy

Final Approval Date: 09/14/2021

Reviewed By

Becky Pruitt

Date

09/14/2021 12:47 PM

Started On: 09/14/2021 12:29 PM

The Roof Co. Waco, LLC
 141 Woods Ln
 Bruceville, TX 76630 US
 +1 2546511776
 erin@theroofcowaco.com

Estimate



ADDRESS
Williamson County Facilities Maintenance

ESTIMATE #	DATE	EXPIRATION DATE
TRC-014-CO-001	09/07/2021	09/30/2021

PROJECT
Life Steps Red Building

PROJECT ADDRESS
311 S. Main St.

CITY STATE ZIP
Georgetown, TX 78626

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Commercial Construction - Remodel	Change order work for the following: -rotten sub flooring remove & replace -rotten substrate remove & replace -flooring remove and replace -new screen door -detach & reset fixtures -misc repair work	1	5,406.10	5,406.10T

SUBTOTAL	5,406.10
TAX	0.00
TOTAL	\$5,406.10

Accepted By

Accepted Date

Commissioners Court - Regular Session**22.****Meeting Date:** 09/21/2021

1807-251 Landscape Maintenance Services Contract Renewal - renewal period 2

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

Discuss, consider and take appropriate action on approving the extension of Landscape Maintenance Services Contract 1807-251, renewal period 2, with Red & White Greenery, Inc. for the term of October 1, 2021 – September 30, 2022, for the same pricing, terms and conditions as the existing contract, with the exception of the Landscape Services for Williamson County Price Sheet, which updates county facilities locations, services and fees, attached herein as if copied in full, and is subject to Commissioners Court approval.

Background

This is the second renewal for this contract. The Facilities Department submitted a Vendor Performance Report stating vendor met all county requirements and recommends renewal. The department points of contact are Christi Stromberg and Shantil Moore. This expenditure is in the FY22 budget and will be charged to multiple departments. Refer to listing below:

\$387,125 Facilities -01-100-509-4810 - Lawn Maintenance
 \$7,560 Wireless Communications - 0507-0507-004545 – 800 MHz Tower Maintenance
 \$42,426 Road and Bridge - 01.0200.0210.003541 Contract Mowing
 \$16,558 Animal Shelter - 01.0545.0545.004810 Lawn Maintenance

Total renewal of contract: \$453,669

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1807-251 Landscape Maintenance - renewal option 2

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Dianne West

Final Approval Date: 09/16/2021

Reviewed By

Joy Simonton

Becky Pruitt

Date

09/16/2021 11:00 AM

09/16/2021 11:08 AM

Started On: 09/15/2021 02:51 PM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	Department:	Facilities						
Vendor Name:	Red White Greenery								
Vendor Address:	P O Box 126, Georgetown, Texas 78633								
Purpose/Intended Use of Product or Service (summary):									
Landscape Maintenance Services									
P.O./Contract Number:	1807-251	Effective Date:	10/01/2021						
Purchaser/Contract Specialist:	Dianne West	Expiration Date:	09/30/2022						
Requested By:	Christi Stromberg, Assistant Facilities Director								
Detailed description of renewal of product and/or service:									
<ul style="list-style-type: none"> • Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract, with the exception of the Landscape Services for Williamson County Price Sheet, which updates county facilities locations, services and fees, attached herein as if copied in full and is subject to Commissioners Court approval. • Please include the following: <ul style="list-style-type: none"> - Completed Texas Ethics Commissions Form 1295; And - Renewed Certificate of Insurance • Extend Contract for the 2nd of three (3) one- year renewal option periods: <table style="width: 100%; margin-left: 20px;"> <tr> <td style="width: 30%;">Renewal Option Period 2</td> <td>October 01, 2021 –September 30, 2022</td> </tr> <tr> <td>Renewal Option Period 1</td> <td>October 01, 2020– September 30, 2021</td> </tr> <tr> <td>Initial Contract Period</td> <td>October 01, 2018 – September 30, 2020</td> </tr> </table> 				Renewal Option Period 2	October 01, 2021 –September 30, 2022	Renewal Option Period 1	October 01, 2020– September 30, 2021	Initial Contract Period	October 01, 2018 – September 30, 2020
Renewal Option Period 2	October 01, 2021 –September 30, 2022								
Renewal Option Period 1	October 01, 2020– September 30, 2021								
Initial Contract Period	October 01, 2018 – September 30, 2020								
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN									
Vendor	<u>Red & white Greenery</u>	Williamson County, 710 Main St., Georgetown, TX 78626							
Name	<u>Jason Fuller</u>	Bill Gravell							
Title	<u>President</u>	Williamson County Judge							
Signature		Signature _____							
Date	<u>9/13/21</u>	Date _____							

PRICE SHEET

LANDSCAPE SERVICES FOR WILLIAMSON COUNTY (1 OF 6)

CLASS A PROPERTY	Maintenance Cost per site visit (x48)	Annual Pre-emergent Cost(x2)	Annual Fertilization Cost(x2)	Annual Turf Aeration Cost	Annual Mulching Cost	Total Annual Cost per Property
1. Courthouse (updated cost)	\$134	\$208	\$403	\$289x12	\$934	12056
1A. Blow off porches & sidewalks		\$58x2 x52 =				6032
1B. Clean off chalk	\$60 as needed					2880
1C. Additional Services			Gypsum \$414 x 4	Liquid fertilizer \$266 x 8	Peat moss \$930	4714
2. Sheriff Admin/Jail	\$92	\$101	\$187	\$85	\$1246	6323
3. WC Justice Center	\$64	\$98	\$213	\$85	\$1012	4791
4. Parking Garage for CJC/Jail	\$60	\$93	\$232	\$75	\$1246	4851
5. Georgetown Tax Office including CarQuest	\$49	\$55	\$70	\$50	\$151	2803
6. Inner Loop Annex	\$192	\$305	\$414	\$280	\$740	11674
7. Juvenile Justice Center	\$345	\$805	\$2400	\$420	\$820	24210
8. Central Maintenance Facility	\$188	\$70	\$232	\$120	\$158	9906
9. Children's Advocacy Center	\$82	\$128	\$358	\$107	\$1246	6261
10. Cedar Park Annex	\$133	\$91	\$253	\$130	\$623	7825
11. Jester Round Rock Annexes	\$272	\$550	\$1262	\$300	\$984	17964
12. Taylor Annex	\$55	\$40	\$55	\$55	\$100	2985
13. JP Pct#4	\$48	\$87	\$138	\$80	\$94	2928
14. Hutto Condos	\$80	\$100	\$75	\$50	\$325	4509
15. Facilities Services Center	\$57	\$86	\$205	\$60	\$100	3478
16. Emergency Services Operation Cntr	\$322	\$310	\$767	\$380	\$4860	22850
17. Texas Ave Bldg	\$92	\$60	\$120	\$60	\$880	5716
18. Animal Shelter	\$250	\$195	\$400	\$150	\$779	16558
18A. Animal Shelter (extra ROW)	\$80					3840
19. Sheriff Office Training Center	\$325	\$50	\$75	\$50	\$1300	17200
20. North Campus	\$1095	\$350	\$700	\$300	\$5225	60185
21. Georgetown Annex	\$115	\$250	\$700	\$300	\$5800	13520
22. Adjacent Justice Center	\$95	\$125	\$300	\$75	\$440	5500
TOTAL ANNUAL COST FOR CLASS A PROPERTIES=>						\$281,559

PRICE SHEET
LANDSCAPE SERVICES FOR WILLIAMSON COUNTY

PRICE SHEET (2 OF 6)

CLASS B PROPERTY	Maintenance Cost per site visit (x48)	Mulching Cost	Total Annual Cost
1. Georgetown Health Clinic	\$22	N/A	1056
2. Old DPS Bldg	\$23	\$70	1174
3. TABC/Game Warden	\$12	\$40	616
4. Lott Building	\$40	N/A	1920
5. Brown House on Main (currently Leased)	\$33	N/A	1584
6. Brick Houses on MLK	\$61	\$302	3230
7. Old Jail	\$41	\$204	2172
8. LifeSteps- Red House on Main	\$26	\$90	1338
9. 508 Holly St	\$26	N/A	1248
10. Round Rock Annexes Bldg A&B	\$118	\$800	6464
11. Taylor Health Clinic	\$23	\$12	1116
12. Taylor SO	\$24	\$32	1184
13. Medic #41	\$28	\$46	1390
14. Medic #42	\$22	\$14	1070
TOTAL ANNUAL COST FOR CLASS B PROPERTIES=>			\$25,662

PRICE SHEET
LANDSCAPE SERVICES FOR WILLIAMSON COUNTY
PRICE SHEET (3 OF 6)

CLASS C PROPERTY	Maintenance Cost per site visit	(x12)	Total Annual Cost
1. Block South of Jail/SO upper & lower parking lots	\$36		432
2. Parking Lot on MLK, South of CJC	\$32		384
3. HWY 29 Property (currently leased)	\$128		1536
4. Taylor R&B Yard	\$130		1560
5. Operation Liberty Hill	\$150		1800
6. Florence R&B Yard	\$90 + \$80 (herbicide)		2040
TOTAL ANNUAL COST FOR CLASS C PROPERTIES=>			\$7,752

SHREDDING	Maintenance Cost per site visit	(x4)	Total Annual Cost
1. CMF, 50 Acres	\$1610		6440
2. RR Jester, 16.6 +5.44 =22.04 Acres	\$815		\$3260
3. CAC,JJC,ESOC,AS, 90 Acres	\$2200		8800
4. Landfill Farmstead, 5 Acres	\$260		1040
5. SOTC, 32.5 Acres	\$1100		4400
TOTAL ANNUAL COST FOR SHREDDING=>			\$23,940

PRICE SHEET
LANDSCAPE SERVICES FOR WILLIAMSON COUNTY
PRICE SHEET (4 OF 6)

If properties are to be added during the course of the contract or if irrigation repairs are needed, please provide pricing information for the following:

Irrigation Repair \$/hr *	Maintenance Cost (\$/sq ft) (minimum site charge?)	Pre-emergent Cost (\$/sq ft)	Fertilization Cost (\$/sq ft)	Turf Aeration Cost (\$/sq ft)	Mulching Cost Installed price \$/cu ft.	Shredding Cost (\$/acre) (min site charge?)
38	.006/sf (\$25 min)	.0075	.015	.20	\$2.25	\$48 (\$250 min)

*material costs will only be asked of successful proposer prior to beginning contract.

RADIO TOWERS	Maintenance Cost per site visit	Herbicide Cost per site visit	(x6)	Total Annual Cost
1. Taylor	\$90	\$60		900
2. Granger	\$90	\$60		900
3. Thrall	\$90	\$60		900
4. Twin Towers on Inner Loop	\$70	\$45		690
5. Back Up at Rabbit Hill	\$80	\$45		750
6. Cedar Park Cougar Country	\$70	\$50		720
7. Cedar Park Fire Ln	\$90	\$60		900
8. Liberty Hill	\$90	\$70		960
9. Tower Road	\$80	\$60		840
TOTAL ANNUAL COST FOR RADIO TOWERS=>				\$7,560

PRICE SHEET
LANDSCAPE SERVICES FOR WILLIAMSON COUNTY
PRICE SHEET (5 OF 6)

GUN RANGE	Maintenance Cost per-site visit	Times per Year	Total Annual Cost
1. General Area Mowed & Trimmed 19 Acres	\$860	x 48	41280
2. Berms 10 Acres	\$975	x 2	1950
3. Unimproved Areas Shredded and Fences Trimmed 5 Acres	\$250	x 4	1000
4. Graveled Areas/Herbicide Applications	\$60	x 48	2880
5. Herbicide Fence	\$190	X48	9120
6. Additional Areas	\$180	X48	8640
TOTAL ANNUAL COST FOR GUN RANGE=>			\$64,870

PRICE SHEET
LANDSCAPE SERVICES FOR WILLIAMSON COUNTY
PRICE SHEET (6 OF 6)

ROW MOWING	Maintenance Cost per site visit	(x6)	Total Annual Cost
1. Anderson Mill Part 1	\$266	X6	1596
2. Anderson Mill Part 2	\$180	X6	1080
3. Anderson Mill Part 3	\$230	X6	1380
4. AW Grimes	\$90	X6	540
5. Gattis School Rd Part 1	\$100	X6	600
6. Gattis School Rd Part 2	\$100	X6	600
7. Sam Bass Waterway	\$240	X6	1440
8. Pearson Ranch Rd Part 1	\$780	X6	4680
9. Pearson Ranch Rd Part 2	\$230	X6	1380
10. Neenah Ave	\$250	X6	1500
11. Quick Hill	\$100	X6	600
12. Grand Ave Parkway	\$45	X6	270
13. Bartlett Farm House	\$280	X 12	3360
14. Bell Gin Property	\$180	X 12	2160
15. Stubbiefield Props	\$240	X 12	2880
16. 20 Gabriel Forest	\$200	X 12	2400
17. Anderson Mill Det. Pond, .53 Acres	\$200	X 6	1200
18. 175 CR 138, Hutte	\$170	X 6	1020
19. 131 Estate Cv	\$95	X 12	1140
20. Valley View Dr	\$80	X 12	960
21. 128 Estate Cv	\$110	X 12	1320
22. 130 Estate Cv	\$90	X 12	1080
23. 100 Dana Dr	\$75	X 12	900
24. 101 Dana Dr	\$100	X 12	1200
25. 102 Dana Dr	\$65	X 12	780
26. 104 Dana Dr	\$65	X 12	780
27. 106 Dana Dr	\$70	X 12	840
28. 100 Little Lake Rd	\$140	X 12	1680
29. 105 Dana Dr	\$80	X 12	960
30. 12635 Hwy 79	\$175	X 12	2100
TOTAL ANNUAL COST FOR ROW MOWING=>			\$42,426

Commissioners Court - Regular Session

23.

Meeting Date: 09/21/2021

Doucet & Associates 1903-303 WA1 SA1 Smith Branch Flood Control

Submitted For: Robert Daigh

Submitted By: Vicky Edwards,
Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Doucet & Associates and Williamson County dated July 16, 2019 for Smith Branch Flood Control Near Juvenile Justice Center.

Background

This supplemental is to extend the expiration date to December 31, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Doucet & Associates 1903-303 WA1 SA1 Smith Branch Flood Control

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 09/13/2021

Reviewed By

Hal Hawes

Becky Pruitt

Date

09/10/2021 09:11 AM

09/13/2021 03:37 PM

Started On: 09/09/2021 03:50 PM

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Smith Branch Flood Control Near Juvenile Justice Center

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Doucet & Associates** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective **July 23, 2019** (the “Work Authorization”);

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

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

AGREEMENT

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

- I. The above referenced Work Authorization termination date shall be modified to **December 31, 2023**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

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

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

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

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

FIRM:

By:  _____
Signature

Amy Doucet

Printed Name

President

Title

9/9/2021

Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.

Printed Name

County Judge

Title

Date

Attachment C - Work Schedule

Doucet & Associates will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session**24.****Meeting Date:** 09/21/2021

Advertisement of Solicitation #21IFB20 South Broad and Muery Streets Projects-Coupland

Submitted For: Joy Simonton**Submitted By:** Kim Chappius,
Purchasing**Department:** Purchasing**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB #21IFB20 for the construction of South Broad and Muery Streets Project rehabilitation and widening of an existing road consisting of reconstruction of a 2 lane rural roadway.

Background

Williamson County is seeking qualified contractors for the construction of the rehabilitation and widening of an existing road consisting of reconstruction of a 2 lane rural roadway. The project limits are Broad St: from Elliot St. to Muery St. and Muery St. limits: from Broad St. to TX-277 at the estimated amount of \$418,000. This Road Bond project will be under the supervision of HNTB. This project will be substantially complete in 96 calendar days and final completion will be in 126 calendar days. Point of Contact is Kim Scherer. Funding Source is P373.

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: Kim Chappius

Final Approval Date: 09/16/2021

Reviewed By

Joy Simonton

Becky Pruitt

Date

09/16/2021 11:17 AM

09/16/2021 11:23 AM

Started On: 09/14/2021 02:07 PM

Commissioners Court - Regular Session

25.

Meeting Date: 09/21/2021

Advertisement for Solicitation #21IFB22 IFB Fall 2021 Fog Seal (Cul-de-sacs)

Submitted For: Joy Simonton

Submitted By: Andrew Portillo,
Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB Fall 2021 Fog Seal (Cul-de-sacs) under IFB # 21IFB22.

Background

Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface subdivision cul-de-sacs for Fall 2021. Department point of contact is Terron Everston. Budget amount is \$362,492.00. Funding Source for FY22 is 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 11:17 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 11:22 AM
Form Started By: Andrew Portillo		Started On: 09/14/2021 12:44 PM
Final Approval Date: 09/16/2021		

Commissioners Court - Regular Session

26.

Meeting Date: 09/21/2021

Advertisement Approval 21IFB21 IFB County Road Seal Coat FY 22 Improvements

Submitted For: Joy Simonton

Submitted By: Andrew Portillo,
Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB County Road Seal Coat FY 22 Improvements under IFB #21IFB21.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced sealing, and striping crews and equipment for County Road Seal Coat FY 22. Department point of contact is Terron Everston. Budget amount of \$1,172,731.00. Funding Source for FY22 is 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 11:13 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 11:14 AM
Form Started By: Andrew Portillo		Started On: 09/14/2021 12:44 PM
Final Approval Date: 09/16/2021		

Commissioners Court - Regular Session

27.

Meeting Date: 09/21/2021

Advertisement for Solicitation #21IFB23 IFB Metal Beam Guard Fence (MBGF) In Place

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

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Metal Beam Guard Fence (MBGF) In Place under IFB #21IFB23.

Background

Williamson County is seeking qualified companies to provide experienced Metal Beam Guard Fence (MBGF) crews and materials to remove existing deteriorated/damaged MBGF and replace or install new MBGF. Department point of contact is Terron Everston. Budget amount of \$200,000.00. Funding Source for FY22 is 01.0200.0210.003599.

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: Andrew Portillo

Final Approval Date: 09/16/2021

Reviewed By

Joy Simonton

Becky Pruitt

Date

09/16/2021 11:15 AM

09/16/2021 11:22 AM

Started On: 09/14/2021 12:44 PM

Commissioners Court - Regular Session

28.

Meeting Date: 09/21/2021

Advertisement for Solicitation #21IFB19 IFB Flex Base

Submitted For: Joy Simonton

Submitted By: Andrew Portillo,
Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Flex Base under IFB #21IFB19.

Background

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014. Department point of contact is Terron Everston. Budget amount of \$485,000.00. Funding Source for FY21 is 01.0200.0210.003551 and 01.0200.0210.003597.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 11:14 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 11:23 AM
Form Started By: Andrew Portillo		Started On: 09/14/2021 12:45 PM
Final Approval Date: 09/16/2021		

Commissioners Court - Regular Session

29.

Meeting Date: 09/21/2021

Awarding IFB #T4953 Limestone Rock Asphalt

Submitted For: Joy Simonton

Submitted By: Andrew Portillo,
Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T4953 Limestone Rock Asphalt to Vulcan Construction Materials LLC.

Background

The Purchasing Department solicited sealed bids for Limestone Rock Asphalt. Two (2) suppliers participated in the solicitation and submitted a bids. The bids received were thoroughly evaluated by the Road and Bridge Department, and it was determined that the Vulcan Construction Materials LLC bid was the only response bid. The other response did not meet specifications. Prices are per ton and detailed on the attached bid tabulation. Material is ordered as needed within budgetary guidelines. Department point of contact is Terron Evertson. Funding source 01.0200.0210.003550.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bid tab
Recommendation letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 08:44 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 09:14 AM
Form Started By: Andrew Portillo		Started On: 09/03/2021 10:11 AM
Final Approval Date: 09/16/2021		

**Williamson County
Limestone Rock Asphalt
IFB T4953**

9/8/2021

		Quantity	Unit	Delivery Site*	Green Dream International LLC	Vulcan Construction LLC
1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown*	No bid	\$87.64
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type A	5000	TONS	Georgetown*	12.1	\$89.64
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type B	5000	TONS	Georgetown*	20.63	\$88.64
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type C	5000	TONS	Georgetown*	20.63	\$88.64
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type D	5000	TONS	Georgetown*	20.63	\$88.64

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



September 9, 2021

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

Subject: Recommendation for IFB #T4953 – Limestone Rock Asphalt

After reviewing all the pertinent information, we have concluded that Vulcan Construction Materials LLC submitted the best offer for the T4953 bid, Limestone Rock Asphalt. A lower bid from a different vendor was received, but the submitted bid did not meet specifications. I recommend to the Williamson County Commissioners Court that they award Vulcan Construction Materials LLC the vendor for IFB #T4953 – Limestone Rock Asphalt.

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

Sincerely,

A handwritten signature in blue ink that reads 'J. Terron Evertson'. The signature is fluid and cursive, with a large initial 'J'.

J. Terron Evertson, P.E.
County Engineer
Williamson County, TX

Commissioners Court - Regular Session

30.

Meeting Date: 09/21/2021

Order requesting the City of Georgetown to annex Higgs Road

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 an Order requesting the City of Georgetown to annex Higgs Road and the adjacent right-of-way on both sides into the city limits of Georgetown pursuant to Section 43.1055 of the Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Higgs Rd annexation order with exhibit

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 09/16/2021

Reviewed By

Becky Pruitt

Date

09/16/2021 11:50 AM

Started On: 09/16/2021 07:53 AM

**ORDER REGARDING ANNEXATION BY CITY OF GEORGETOWN,
TEXAS OF HIGGS ROAD**

WHEREAS, Williamson County (the “County”) owns and maintains a portion of County Road 111 between Westinghouse Road and Southwestern Boulevard known as Higgs Road (“Higgs Road”); and

WHEREAS, in 2019, additional right-of-way for Higgs Road was granted to the County by a special warranty deed recorded in Document No. 2019102077 of the Official Public Records of Williamson County, Texas (the “Additional Right-of-Way”) (together, Higgs Road and the Additional Right-of-Way comprise the “Property”); and

WHEREAS, the City of Georgetown, Texas (the “City”) is in the process of annexing or has already annexed certain properties adjacent to the Property and desires to also annex the Property; and

WHEREAS, Section 43.1055 of the Texas Local Government Code allows the County to request municipal annexation of county roadways;

NOW, THEREFORE, the Commissioners Court of Williamson County, Texas does hereby order the following:

1. The County hereby requests that the City annex the Property as described in Exhibit “A”, attached hereto and incorporated herein, into the city limits of Georgetown, Texas.

SIGNED this _____ day of _____, 2021.

(signatures on the following page)

COUNTY JUDGE
WILLIAM GRAVELL, JR.

Attest:

Nancy Rister, County Clerk

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A RECORD 3.038 ACRE (132,357 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOSEPH MOTT SURVEY, ABSTRACT NO. 427, THE CALVIN BELL SURVEY, ABSTRACT NO. 112 AND THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21 IN WILLIAMSON COUNTY, TEXAS, SAID 3.038 ACRES BEING A PORTION OF HIGGS ROAD (RIGHT-OF-WAY WIDTH VARIES), SAID 3.038 ACRE (132,357 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY RECORD METES AND BOUNDS AS FOLLOWS:

BEGINNING at the calculated southeasterly corner of Final Plat of Kasper, Section 7, a subdivision of record in Document No. 2019007294 of the Official Public Records of Williamson County, Texas, same being the intersection with the westerly ROW line of said portion of C.R. 111 (Higgs Road) and the existing northerly ROW line of said C.R. 111 (Westinghouse Road), depicted as the southeasterly corner of a 0.83 acre R.O.W. dedication by said plat, same being an ell corner in the westerly boundary line of City of Georgetown Corporate Limits as cited in City Annexation Ordinance 2016 - 13, also being the ostensible survey lines between Joseph Mott Survey, Abstract No. 427 and the Calvin Bell Survey, Abstract No. 112, and **POINT OF BEGINNING** of the herein described Annexation tract;

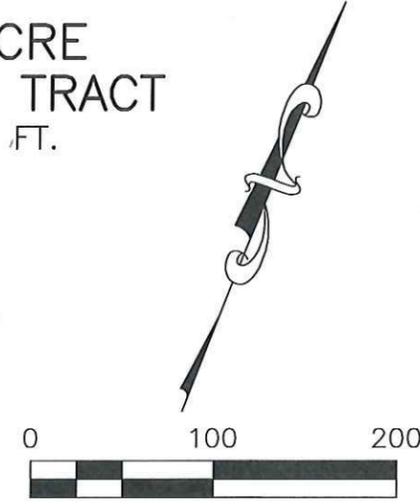
THENCE, departing said Westinghouse Road and said ostensible Survey line, with the westerly and northerly ROW line of said Higgs Road, being the easterly line of said City of Georgetown Corporate Limits (Annexation Ordinance tract No. 2016 - 13), same being the westerly boundary line of the herein described tract, the following two (2) record courses:

- 1) **N 19°59'46" W**, at a record distance of 1208.25 feet, pass the northeasterly corner of said Kasper, Section 7, same being an angle point in the southerly boundary line of Final Plat of Kasper, Section 6B (southerly corner of Lot 42, Block V), a subdivision of record in Document No. 2019005990 of the Official Public Records of Williamson County, Texas, and continuing with said southerly boundary line for a total distance of **1313.48** feet, to a calculated ell corner;
- 2) **N 68°51'49" E**, at a record distance of 190.46 feet, pass the southeasterly corner of said Kasper, Section 6B, same being the southwesterly corner of Final Plat of Kasper, Section 6A (southwesterly corner Lot 37, Block V), and continuing for a total record distance of **1209.44** feet, being the southeasterly corner of said Kasper, Section 6A, same being the southwesterly corner of Amended Final Plat of Kasper, Section 1 (southwesterly corner of a variable width strip of land dedicated as ROW per said Plat), same being an angle point in the westerly boundary line of the City of Georgetown Corporate Limits (Annexation Ordinance tract No. 2019-51);
- 3) **THENCE**, departing said northerly ROW line, crossing said Higgs Road, with said westerly boundary line of City Annexation tract No. 2019-51, **S 41°32'56" E**, for a distance of **68.75** feet to the existing southerly ROW line of said C.R. 110, being the northerly boundary line of that called 21.39 acre tract of land described in General Warranty Deed to Air W 2017-7, L.P. recorded in Document No. 2020092414 of the Official Public Records of Williamson County, Texas;

THENCE, with the northeasterly ROW line of C.R. 110, transitioning into the northerly ROW line of said Higgs Road (C.R. 111), same being the northerly and westerly boundary line of said 21.39 tract, and in part the northerly and westerly boundary line of that called 29.52 acre (Tract 2) of land described in a General Warranty Deed to 800 Westinghouse Investments, LLC recorded in Document No. 2020092413 of the Official Public Records of Williamson County, Texas, the following six (6) courses:

- 4) **S 81°16'54" W**, for a record distance of **83.04** feet to a calculated angle point, same being the northeasterly corner of that called 0.43 acre additional ROW dedication per recorded in Document No. 2019102077 of the Official Public Records of Williamson County, Texas, for an angle point hereof;
- 5) With the easterly line of said 0.43 acre ROW dedication, **S 23°07'21" E**, for a record distance of **6.07** feet to a calculated ell corner;
- 6) **S 70°29'52" W**, for a record distance of **55.87** feet to a calculated angle point;
- 7) **S 69°01'31" W**, for a record distance of **925.20** feet to the calculated point of curvature to the left;

3.038 ACRE
ANNEXATION TRACT
132,357 SQ. FT.



JOSEPH ROBERTSON SURVEY
ABSTRACT NO. 545

CITY OF GEORGETOWN
ANNEXATION ORDINANCE
No. 2006-125

SAMANTHA KACIR
and JUSTIN KACIR
13.00 ACRES
DOC. NO. 2015061464
O.P.R.W.C.T.

CITY OF GEORGETOWN
ANNEXATION ORDINANCE
No. 2016-13

FINAL PLAT OF
KASPER, SECTION 7
DOC. NO. 2019007294
O.P.R.W.C.T.

0.43 AC. ADDITIONAL ROW
DOC. NO. 2019102077
O.P.R.W.C.T.

CALVIN BELL SURVEY
ABSTRACT NO. 112

800 WESTINGHOUSE
INVESTMENTS, LLC
29.52 ACRES
DOC. NO. 2020092413
O.P.R.W.C.T.

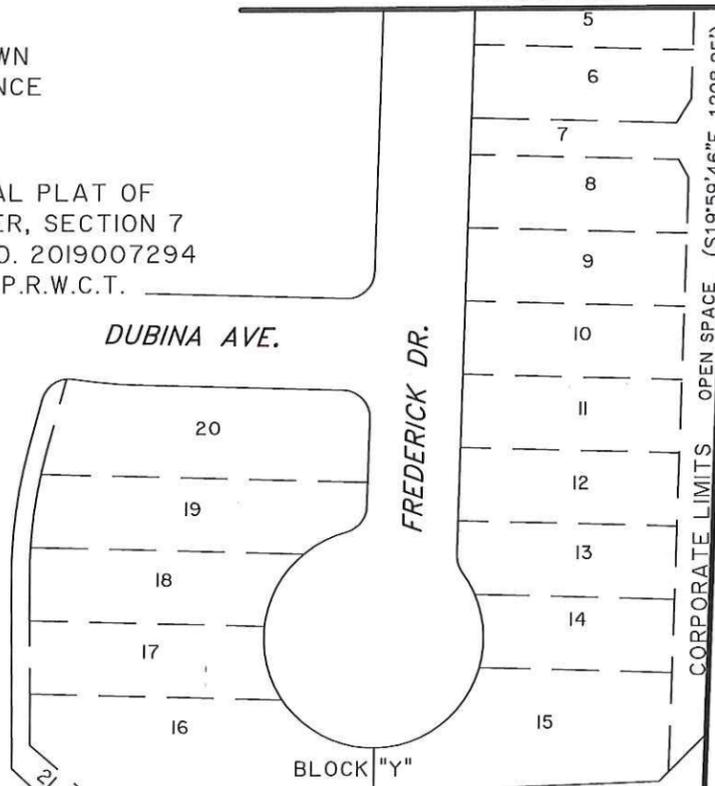
AIR W 2017-7, L.P.
21.39 ACRES
DOC. NO. 2020092414
O.P.R.W.C.T.

FINAL PLAT
BELL GIN PARK
BLOCK D, LOT I
DOC. NO. 2013101018
O.P.R.W.C.T.

JONAH WATER SUPPLY CORP.
0.23 ACRES
VOL. 829, PAGE 330
D.R.W.C.T.

STENSIS SURVEY LINE
N 21°41'50" W 1190.66'
(S21°35'47" E 1187.73')

SEE SHEET 2
MATCHLINE



NO.	DIRECTION	DISTANCE
L8	S66°23'48"W	(4.82')
(L9)	(S20°26'31"E)	(8.03')
(L10)	(S01°05'19"W)	(52.78')
(L11)	(S01°05'19"W)	(31.14')
L12	S76°46'28"W	21.94'

CITY OF GEORGETOWN
CORPORATE LIMITS
(S67°37'35"W 475.18')

C.R. 111 / WESTINGHOUSE RD.
(R.O.W. WIDTH VARIES)

TRACT 2

S67°35'15"W 299.24'
OSTENSIBLE ROW LINE

(S67°56'38"W 650.12')
N67°38'49"E 650.15'

S68°30'12"W 354.52'

WILLIAMSON COUNTY, TEXAS
5.468 ACRES
DOC. No. 2014004559
O.P.R.W.C.T.

TRACT 1

TAYLOR MORRISON OF TEXAS, INC.
70.811 ACRES
DOC. No. 2018021640
O.P.R.W.C.T.

(49.78'
N70°19'30"E)

(201.46'
N70°32'00"E)

(100.00'
N70°34'30"E)

JOSEPH MOTT SURVEY
ABSTRACT NO. 427

TRIPLE PLAY SPORTSPLEX
3.01 ACRES, 2nd TRACT
DOC. NO. 2005003974
O.P.R.W.C.T.

TRIPLE PLAY SPORTSPLEX
23.65 ACRES, 3rd TRACT
DOC. No. 2005003974
O.P.R.W.C.T.

JONAH WATER SUPPLY CORP.
0.23 ACRES
VOL. 829, PAGE 330
D.R.W.C.T.

REV: 09/07/21



CITY OF GEORGETOWN, TEXAS
2019 ANNEXATION TRACT 3 (HIGGS ROAD (WESTINGHOUSE TO ROCKRIDE LANE))
3.038 ACRE
132,357 SQ. FT.

Commissioners Court - Regular Session

31.

Meeting Date: 09/21/2021

Recognize Donation

Submitted For: Bill Gravell

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Recognition of a donation from Vince Young and B2Z Engineering to Dell Children’s Medical Center North located in Williamson County.

Background

During a grand opening celebration for B2Z’s Austin office, attendees were invited to participate in a silent auction benefiting the new Dell Children’s Medical Center North. B2Z matched all donations.

May 13th, 2021 marked the groundbreaking for the new, full-service, free-standing pediatric hospital, Dell Children’s Medical Center North. The hospital will be located on 34 acres at Avery Ranch Boulevard and 183A in Williamson County. Totaling more than 187,000 square feet, the four-story hospital will include 36 beds, emergency and trauma services, four operating rooms, endoscopy and procedure rooms, and in and outpatient sleep labs and shelled space for future growth.

Building upon the identity of the existing Dell Children’s campus, the exterior design for the new hospital will continue a story of connection to care and community. The exterior will utilize the same color tones, limestone brick and a tower that will adorn the coronet, inspired by the hats worn by the Daughters of Charity – similar to the tower that currently lives on the Dell Children’s central campus. The interior design of the hospital will be an extension of the natural surrounding landscape. Large windows and spaces will optimize natural light promoting health and wellness, creating a welcoming place for children and families to heal.

1st floor – Level III Trauma Center 18 emergency bays, imaging center and an outpatient retail pharmacy

2nd floor – 4 operating rooms, 2 endoscopy rooms and room to grow

3rd floor – 36 universal beds (12 designated as intensive care rooms and 24 designated as acute care rooms) and a Ronald McDonald House 2 bedroom suite and family respite space

4th floor – Additional space for future growth for up to 72 beds

The north campus will also include a 60,000-square-foot medical office building and dedicated free parking. This pediatric multi-specialty medical office building will include such subspecialties as: child and adolescent psychology, outpatient physical and occupational therapy, a sleep lab, cardiology, plastic surgery, ear, nose and throat surgery, rheumatology, gastroenterology, pulmonology, neurology, infusion services, dermatology, hematology and infectious disease.

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: 09/16/2021

Reviewed By

Becky Pruitt

Date

09/16/2021 11:46 AM

Started On: 09/16/2021 11:40 AM

Commissioners Court - Regular Session

32.

Meeting Date: 09/21/2021

Update Regarding 2021 Refundings and Defeasance

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and hear presentation from Dan Wegmiller, Financial Advisor, of Specialized Public Finance regarding the results of the 2021 Defeasance and Refundings to date.

Background

Mr. Wegmiller will provide an update to the Commissioners Court regarding the results of the recent Defeasance and savings to date for Refundings. A document is attached for your review.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Williamson County Defeasance and Refunding History Sept 16, 2021

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 09/16/2021

Reviewed By

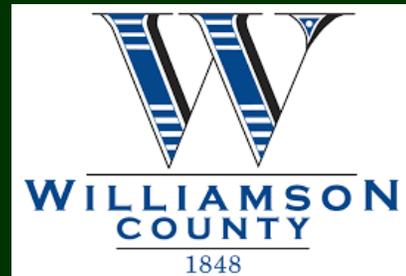
Becky Pruitt

Date

09/16/2021 10:43 AM

Started On: 09/16/2021 10:35 AM

Williamson County, Texas



FINANCIAL ADVISORY CONTACT

Dan Wegmiller
Managing Director
248 Addie Roy Road, Suite B103
Austin, Texas 78746
Phone: 512.820.6086
dan@spfmuni.com



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES

Summary Debt Management Strategies Since 2004

Debt Management Tool	No. of Transactions	Net Debt Service Savings for County Taxpayers
Cash Defeasances	9	\$71,111,289
Refinancings	18	\$103,351,037
Total	27	\$174,462,326

In Fiscal Year 2021, the County completed two refundings and one cash defeasance generating total net savings of over \$38.8 million.

Defeasance History Since 2011

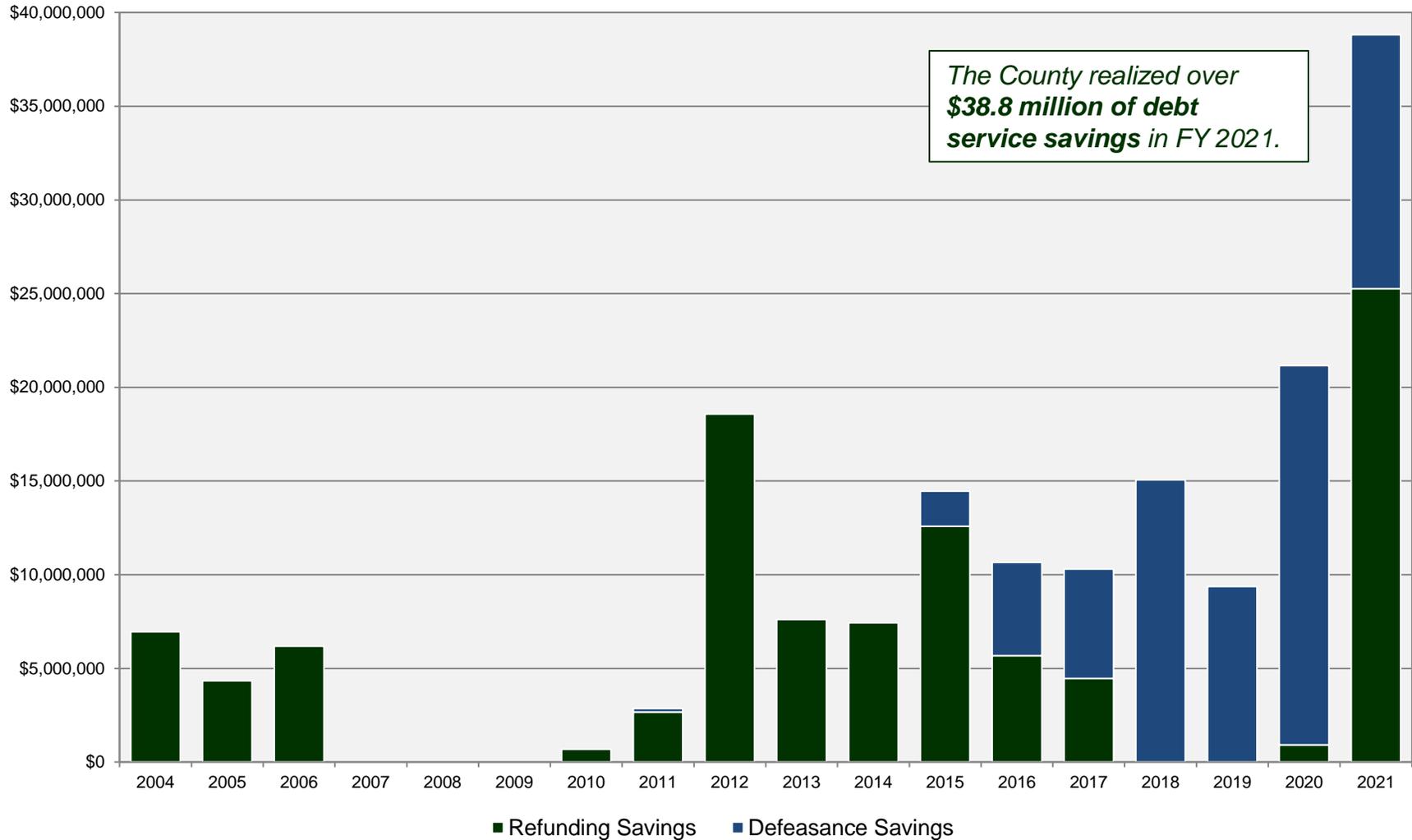
Closed	Defeased Bonds				Net D/S Savings
	Issue	Maturities	Interest Rate	Par Amount	
3/15/11	2001 A.G.O. & Refunding Bonds	2012 - 2026	4.80% - 5.375%	\$ 1,175,000	\$ 190,486
6/18/15	2009 Pass-Through Bonds	2034	5.125%	1,965,000	1,879,011
3/24/16	2006 Refunding Bonds	2026 - 2027	4.50% - 4.60%	10,000,000	4,970,763
5/11/17	2010 Pass-Through Bonds and 2011 Road Bonds	2032 - 2035	4.375% - 4.625%	9,105,000	5,840,101
8/22/18	2015 C/Os	2036 - 2040	5.00%	17,640,000	15,065,526
8/15/19	2014 Park Bonds (Tender Bonds)	2034	Variable	19,530,000	7,323,450 *
8/28/19	2013 Refunding Bonds	2032	4.00%	5,010,000	2,048,347
9/24/20	2014 Road Bonds	2033 - 2039	4.00% - 5.00%	36,620,000	20,238,343
9/15/21	2015 Road Bonds	2037 - 2040	4.00% - 5.00%	21,815,000	13,555,261
Total				\$122,860,000	\$ 71,111,289

* Assumes the Tender Bonds would have averaged a rate of 2.50% through their 2034 original maturity date.

Debt Refinancing History Since 2004

Closed	Refunding Bonds	Bond Issues Refunded	Net D/S Savings
4/13/04	L/T Refunding Bonds, Series 2004A	Portions of 2000 C/Os and 2000A C/Os	\$ 6,953,224
4/5/05	U/T Refunding Bonds, Series 2005	Portions of 2001 Road and 2002 Road	4,337,171
11/16/06	U/T Refunding Bonds, Series 2006	Portions of 2001 Road and 2002 Road	5,097,526
11/18/06	L/T Refunding Bonds, Series 2006A	Portions of 2001A GO & Ref and 2002A GO Bonds	1,090,215
11/18/10	L/T Refunding Bonds, Series 2010	Portions of 2001 Road, 2002A GO and 2006 Pass-Through	685,563
11/30/11	L/T Refunding Bonds, Series 2011	Portions of 2004 Road & Ref, 2004 Ref and 2006 Pass-Through	2,670,494
3/21/12	L/T Refunding Bonds, Series 2012	Portions of 2004 Road & Ref, 2006 C/Os, 2006 Road, 2006 PTF and 2007 Road	13,852,773
12/18/12	L/T Refunding Bonds, Taxable Series 2012	Portions of 2004 Road & Ref and 2004 Ref	4,720,783
5/8/13	L/T Refunding Bonds, Series 2013	Portions of 2006 C/Os, 2006 Road, 2007 Road and 2007A L/T	7,600,832
10/28/14	L/T Refunding Bonds, Series 2014	Portions of 2006 U/T Ref and 2006A L/T Ref	7,430,164
4/23/15	L/T Refunding Bonds, Taxable Series 2015	Portions of 2005 U/T Refunding	1,797,900
4/23/15	L/T Refunding Bonds, Series 2015	Portions of 2006 C/O, 2006 Road, 2007 Road, 2007A L/T Bds, 2009 Pass-Through and 2009 L/T Bds	7,433,688
11/19/15	L/T Refunding Bonds, Series 2015A	Portions of 2006 U/T Ref and 2006A L/T Ref	3,353,404
8/16/16	L/T Refunding Bonds, Series 2016	Portions of 2009 Pass-Through, 2009 L/T, 2010 Pass-Through and 2010 Road	5,681,259
7/20/17	L/T Refunding Bonds, Series 2017	Portions of 2010 Pass-Through and 2011 Road	4,461,960
2/19/20	L/T Refunding Bonds, Series 2020	Portions of 2010 L/T Ref and 2011 Road Bonds	917,203
2/17/21	L/T Refunding Bonds, Series 2021	2011 L/T Refunding and 2011 Pass-Through	1,967,356
2/17/21	L/T Refunding Bonds, Taxable Series 2021	Portions of 2012 L/T Ref, 2013 Pass-Through, 2013 L/T Ref and 2014 Road	23,299,523
Total			\$ 103,351,037

Annual Refunding and Defeasance Savings History Since 2004



Commissioners Court - Regular Session**34.****Meeting Date:** 09/21/2021

Budget Amendment for Disaster Relief in Non-Departmental

Submitted By: Pam Navarrette, 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 non departmental.

Background

The budget amendment will offset expenditures related to 2021 Winter Weather Storm on damaged buildings. The monies are insurance proceeds to offset building repairs.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.004987	Disaster Relief	\$122,171.99

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 09/15/2021

Reviewed By

Becky Pruitt

Date

09/15/2021 02:28 PM

Started On: 09/12/2021 09:45 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 09/21/2021

Budget Amendment for Disaster Relief in Non-Departmental

Submitted By: Pam Navarrette, 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 in the General Fund.

Background

The budget amendment is recognizing revenue associated with insurance proceeds received for damaged buildings from the 2021 Winter Weather Storm.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$122,171.99

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 09/15/2021

Reviewed By

Becky Pruitt

Date

09/15/2021 02:09 PM

Started On: 09/12/2021 10:08 AM

Commissioners Court - Regular Session**36.****Meeting Date:** 09/21/2021

Budget Amendment for Disaster Relief in Transfer to Capital Projects

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues in the General Fund.

Background

The budget amendment will recognize the revenue from insurance proceeds on buildings that were damaged due to the 2021 Winter Storm. Since the repairs to the Expo and CTTC buildings cross fiscal years, the building revenues and expenditures are being tracked in the project module until building repairs are complete.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	\$1,350,564.24

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 09/15/2021

Reviewed By

Becky Pruitt

Date

09/15/2021 02:28 PM

Started On: 09/12/2021 10:45 AM

Commissioners Court - Regular Session

37.

Meeting Date: 09/21/2021

Budget Amendment for Disaster Relief in Non-Departmental

Submitted By: Pam Navarrette, 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 in the General Fund.

Background

The budget amendment will recognize the additional expenditures on CTTC and Expo buildings damaged by the 2021 Winter Storm. Since the repairs are crossing fiscal years, the expenditures will be tracked in the project module until the building repairs are complete.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0409.000777	Transfer to Capital Projects	\$1,350,564.24

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 09/15/2021

Reviewed By

Becky Pruitt

Date

09/15/2021 02:29 PM

Started On: 09/15/2021 08:12 AM

Commissioners Court - Regular Session**38.****Meeting Date:** 09/21/2021

SO Donation Rev BA 09.21.21

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

Gina Weesner, a Sheriff's Office VA volunteer, has so kindly donated the past two years and would like to donate again this year to the VA Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$290.00

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 09/15/2021

Reviewed By

Becky Pruitt

Date

09/15/2021 11:50 AM

Started On: 09/13/2021 02:07 PM

Commissioners Court - Regular Session**39.****Meeting Date:** 09/21/2021

SO Donation Exp BA 09.21.21

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

Gina Weesner, a Sheriff's Office VA volunteer, has so kindly donated the past two years and would like to donate again this year to the VA Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003671	Use of SO VA Donations	\$290.00

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 09/15/2021

Reviewed By

Becky Pruitt

Date

09/15/2021 11:50 AM

Started On: 09/13/2021 02:07 PM

Commissioners Court - Regular Session**40.****Meeting Date:** 09/21/2021

BA Juvenile Donation Rev 9.21.21

Submitted For: Melanie Denny**Submitted By:** Melanie Denny, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Juvenile Services.

Background

Faith Lutheran Church has generously donated \$50.00 to Williamson County Juvenile Services for the purchase of school supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	\$50.00

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 09/15/2021

Reviewed By

Becky Pruitt

Date

09/15/2021 11:51 AM

Started On: 09/13/2021 02:08 PM

Commissioners Court - Regular Session**41.****Meeting Date:** 09/21/2021

BA Juvenile Donation Exp 09.21.21

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 Juvenile Services.

Background

Faith Lutheran Church has generously donated \$50.00 to Williamson County Juvenile Services for the purchase of school supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	\$50.00

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Melanie Denny

Final Approval Date: 09/15/2021

Reviewed By

Becky Pruitt

Date

09/15/2021 11:51 AM

Started On: 09/13/2021 02:08 PM

Commissioners Court - Regular Session

42.

Meeting Date: 09/21/2021

Annual Motorola Technical Support Service Contracts

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 the annual Motorola Service Contracts totaling \$1,263,937.70 between Motorola and Williamson County pursuant to HGAC Contract # RA05-18, and authorize the purchase.

Background

These service contracts support the Wireless Communications Division of the Williamson County Emergency Communications Department. Motorola, the region's emergency response wireless platform, provides the County's mission critical radio communications systems with 24/7 365 support and maintenance per the attached quotes. These service contracts are renewed annually. The service grouping supports the in-building signal boosters installed in critical buildings throughout the county for added signal strength, tower maintenance and microwave radio equipment support at the tower sites, the County's dispatch center and response vehicle technologies. Department Contact Thomas Piche. Funding Sources for FY22: 01.0507.0507.004500; 01.0100.0581.004500; 01.0100.0587.004500

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Aviat Quote
- BDA Quote
- Dispatch Quote
- Jail DAS Quote
- Juniper Quote
- Towers Quote
- Training Lab Quote contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 11:34 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 11:40 AM
Form Started By: Andrew Portillo		Started On: 09/03/2021 10:10 AM
Final Approval Date: 09/16/2021		



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-
Contract Number:
Contract Modifier: R18-OCT-2021

Date: 02/18/2021

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 3171 SE INNER LOOP
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. :
Customer # :
Bill to Tag # :
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022
Anniversary Day : Sep 30th
Payment Cycle : ANNUALLY
PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC	VENDOR MANAGEMENT-CUSTOM SOW	\$9,800.00
		Subtotal - Recurring Services	\$816.67
		Subtotal - One-Time Event Services	\$0.00
		Total	\$816.67
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS: Agreement per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

Richard Russek

CSM

9/14/21

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Reid Russek

832-361-1002

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

Company Name : WILLIAMSON COUNTY
Contract Number : [REDACTED]
Contract Modifier : R18-OCT-2021
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

Date: 02/18/2021

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 3171 SE INNER LOOP
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. :
Customer # : [REDACTED]
Bill to Tag # :
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022
Anniversary Day : Sep 30th
Payment Cycle : ANNUALLY
PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC [REDACTED]	ONSITE INFRA RESP-CUSTOM SOW	\$2,769.44
	SVC [REDACTED]	ASTRO DISPATCH SERVICE	\$400.04
		Subtotal - Recurring Services	\$264.12
		Subtotal - One-Time Event Services	\$0.00
		Total	\$264.12
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Agreement per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

_____	_____	_____
AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE

<i>Richard Russek</i>	CSM	10/14/21
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_____	_____	_____
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE

Reid Russek	832-361-1002
-------------	--------------



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC [REDACTED]
Contract Modifier : R18-OCT-2021
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



SERVICE AGREEMENT

500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

Quote Number : QUOTE-
 Contract Number: USC
 Contract Modifier: R19-MAR-2021

Date: 02/19/2021

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 911 TRACY CHAMBERS LANE
City, State, Zip: GEORGETOWN , TX, 78628
Customer Contact:
Phone:

Required P.O. :
 Customer # :
 Bill to Tag # :
 Contract Start Date : 01-Oct-2021
 Contract End Date : 30-Sep-2022
 Anniversary Day : Sep 30th
 Payment Cycle : MONTHLY
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC	RELEASE IMPACT TRAINING	\$0.00
	SVC	SYSTEM UPGRADE AGREEMENT II	\$120,267.60
	SVC	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$4,768.77
	LSV	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$98,892.70
	SVC	NICE GOLD PACKAGE	\$115,447.35
		Subtotal - Recurring Services	\$28,281.37
		Subtotal - One-Time Event Services	\$0.00
		Total	\$28,281.37
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Agreement per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

 CUSTOMER (PRINT NAME)



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-
Contract Number: USC
Contract Modifier: R19-MAR-2021

Paul Newman

RSM

9/9/21

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

PAUL NEWMAN

307-256-0344

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : USC
Contract Modifier : R19-MAR-2021
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R19-MAR-2021

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



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500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R19-OCT-2021

Date: 02/19/2021

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 3171 SE INNER LOOP
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. :
Customer # : [REDACTED]
Bill to Tag # :
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022
Anniversary Day : Sep 30th
Payment Cycle : MONTHLY
PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC [REDACTED]	CONTRACT ADMINISTRATION SERVICE	\$3,745.00
		Subtotal - Recurring Services	\$312.08
		Subtotal - One-Time Event Services	\$0.00
		Total	\$312.08
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Agreement per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE _____ TITLE _____ DATE _____

CUSTOMER (PRINT NAME)

Richard Russek

CSM

9/14/21

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Reid Russek

832-361-1002

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE



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Section 5. EXCLUDED SERVICES

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Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

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13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

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Section 16. MATERIALS, TOOLS AND EQUIPMENT

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Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

Date: 02/18/2021

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 3171 SE INNER LOOP
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. :
Customer # : [REDACTED]
Bill to Tag # :
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022
Anniversary Day : Sep 30th
Payment Cycle : ANNUALLY
PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC [REDACTED]	CONTRACT ADMINISTRATION SERVICE	\$17,304.21
		Subtotal - Recurring Services	\$1,442.02
		Subtotal - One-Time Event Services	\$0.00
		Total	\$1,442.02
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS: Agreement per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE _____ TITLE _____ DATE _____

CUSTOMER (PRINT NAME)

Richard Russek

CSM

9/14/21

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Reid Russek

832-361-1002

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

Company Name : WILLIAMSON COUNTY
Contract Number : USC [REDACTED]
Contract Modifier : R18-OCT-2021
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-
Contract Number: US-
Contract Modifier: R18-OCT-2021

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R18-OCT-2021

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

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Revised June 16, 2018



500 W Monroe Street
 Chicago, IL. 60661
 (888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-[REDACTED]
 Contract Number: USC [REDACTED]
 Contract Modifier: R18-OCT-2021

Date: 02/18/2021

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 3171 SE INNER LOOP
City, State, Zip: GEORGETOWN , TX, 78626
Customer Contact:
Phone:

Required P.O. : [REDACTED]
 Customer # : [REDACTED]
 Bill to Tag # : [REDACTED]
 Contract Start Date : 01-Oct-2021
 Contract End Date : 30-Sep-2022
 Anniversary Day : Sep 30th
 Payment Cycle : MONTHLY
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC [REDACTED]	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC [REDACTED]	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC [REDACTED]	RELEASE IMPACT TRAINING	\$0.00
	SVC [REDACTED]	SYSTEM UPGRADE AGREEMENT II	\$122,715.64
	SVC [REDACTED]	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$2,470.76
	LSV [REDACTED]	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$406,474.29
	SVC [REDACTED]	SYS UPGRADE AGRMT II-SITE	\$82,856.26
	SVC [REDACTED]	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$13,896.87
	SVC [REDACTED]	ASTRO TECHNICAL SUPPORT	\$3,939.91
	SVC [REDACTED]	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$5,657.25
	SVC [REDACTED]	ASTRO DISPATCH SERVICE	\$1,593.37
	SVC [REDACTED]	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$0.00
	SVC [REDACTED]	ASTRO NETWORK MONITORING-CTD	\$0.00
	SVC [REDACTED]	VENDOR MANAGEMENT-CUSTOM SOW	\$123,610.26
	SVC [REDACTED]	CONTRACT ADMINISTRATION SERVICE	\$39,165.48
		Subtotal - Recurring Services	\$66,865.01
		Subtotal - One-Time Event Services	\$0.00
		Total	\$66,865.01
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS: Agreement per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-
Contract Number: USC
Contract Modifier: R18-OCT-2021

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

RSM

9/9/21

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Paul Newman

307-256-0344

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name : WILLIAMSON COUNTY
Contract Number : USC
Contract Modifier : R18-OCT-2021
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022



500 W Monroe Street
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SERVICE AGREEMENT

Quote Number : QUOTE-
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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

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Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

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Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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Quote Number : QUOTE-
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Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

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8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-
Contract Number: USC
Contract Modifier: R18-OCT-2021

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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Quote Number : QUOTE-
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R19-OCT-2021

Date: 02/19/2021

Company Name: WILLIAMSON COUNTY
Attn:
Billing Address: 911 TRACY CHAMBERS LANE
City, State, Zip: GEORGETOWN , TX, 78628
Customer Contact:
Phone:

Required P.O. :
Customer # : [REDACTED]
Bill to Tag # :
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022
Anniversary Day : Sep 30th
Payment Cycle : MONTHLY
PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC [REDACTED]	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC [REDACTED]	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC [REDACTED]	RELEASE IMPACT TRAINING	\$0.00
	SVC [REDACTED]	SYSTEM UPGRADE AGREEMENT II	\$45,717.84
	SVC [REDACTED]	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$5,189.62
	LSV [REDACTED]	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$37,255.10
		Subtotal - Recurring Services	\$7,346.88
		Subtotal - One-Time Event Services	\$0.00
		Total	\$7,346.88
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS: Agreement per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1421072
Contract Number: USC000142032
Contract Modifier: R19-OCT-2021

<i>Richard Russek</i>	CSM	9/14/21
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Reid Russek	832-361-1002	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : WILLIAMSON COUNTY
Contract Number : USC [REDACTED]
Contract Modifier : R19-OCT-2021
Contract Start Date : 01-Oct-2021
Contract End Date : 30-Sep-2022

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
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(888) 325-9336

Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
Contract Modifier: R19-OCT-2021

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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Quote Number : QUOTE [REDACTED]
Contract Number: USC [REDACTED]
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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

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13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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Quote Number : QUOTE [REDACTED]
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
MOTOROLA SOLUTIONS
SERVICES SOW CONTRACTS
FY2022
(Via HGAC RA05-18)

(Quote # [REDACTED] & Contract # [REDACTED])
(Quote # [REDACTED] & Contract # [REDACTED]) and
(Quote # [REDACTED] & 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.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter "Motorola"). Customer agrees to engage Motorola as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

No Assignment: Motorola may not assign this contract, without express written consent of the Williamson County Commissioners Court.

III.

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

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

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

A. This Addendum;

B. As described in the attached Statement of Work Proposal/Quotes, which are incorporated herein as if copied in full:

- 1. Quote # [REDACTED] & Contract # [REDACTED]
- 2. Quote # [REDACTED] & Contract # [REDACTED]
- 3. Quote # [REDACTED] & Contract # [REDACTED]
- 4. Quote # [REDACTED] & Contract # [REDACTED]
- 5. Quote # [REDACTED] & Contract # [REDACTED]
- 6. Quote # [REDACTED] & Contract # [REDACTED]
- 7. Quote # [REDACTED] & Contract # [REDACTED]

C. HGAC RA05-18; and

D. Any required insurance certificates evidencing required coverages.

VI.

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.

VII.

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

VIII.

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

IX.

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

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

COUNTY:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

SERVICE PROVIDER:

MOTOROLA

By: _____

DocuSigned by:
Paul Newman
F1BEB996FA4A46E...

Printed Name: Paul Newman

Representative
Capacity: Regional Service Manager

Date: 9/1/2021, 20____

Commissioners Court - Regular Session

43.

Meeting Date: 09/21/2021

Tyler Odyssey Judicial and Jail Software Renewal and Annual Exemption

Submitted For: Joy Simonton

Submitted By: Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase for annual support and maintenance for Tyler Technologies Odyssey Judicial and Jail Software in the amount of \$448,263.67 and exempting Tyler Technologies from the competitive bidding or proposal requirements per Texas Local Government Code Section 262.024. (a)(7)(A) discretionary exemption for an item that can be obtained from only one source because of the existence of patents, copy rights, secret processes or monopolies.

Background

The Odyssey platform connects justice organizations in law enforcement, corrections, and supervision for an end-to-end criminal justice solution from dispatch through disposition. This platform has been in place with Williamson County since 2006. This software was competitively bid under the Conference of Urban Counties years ago. A number of public entities were involved in the evaluation process and Tyler Technologies Odyssey Software was chosen to be utilized by various public entities. Tyler Technologies is the only company to provide maintenance and support for their proprietary and patented software. IT, legal, contract audit and budget have reviewed this renewal. Original Maintenance and Support Services Agreement and Change Order No. 1 are also attached. Department contact is Alison Gleason. Funding source is 01.0100.0503.004505. No signature is required for this renewal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Tyler Odyssey Invoice
Maintenance Services Agreement
Change Order No. 1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 09:34 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 09:37 AM
Form Started By: Erica Smith	Started On: 09/13/2021 03:03 PM	
Final Approval Date: 09/16/2021		



Remittance:
 Tyler Technologies, Inc.
 [REDACTED]
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No [REDACTED]	Date 09/01/2021	Page 1 of 1
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Questions:
 Tyler Technologies - Courts & Justice
 Phone: 1-800-772-2260 Press 2, then 3
 Email: ar@tylertech.com



Bill To: Williamson County Information Serv.
 Attn: Tammy McCulley
 301 SE Inner Loop
 Suite 105
 Georgetown, TX 78626

Ship To: Williamson County Information Serv.
 Attn: Tammy McCulley
 301 SE Inner Loop
 Suite 105
 Georgetown, TX 78626

[REDACTED]	Ord No 101374	PO Number	Currency USD	Terms NET30	Due Date 10/01/2021
------------	-------------------------	------------------	------------------------	-----------------------	-------------------------------

Date	Description	Units	Rate	Extended Price
Contract No.: Williamson County				
	Williamson County Odyssey Check Manager Software Standard Maintenance and Support Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	21,167.33	21,167.33
	Williamson County Odyssey Case Manager Enterprise Software Standard Maintenance and Support Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	246,945.29	246,945.29
	Williamson County Odyssey Document Management e-Signatures + merged to TIFF Standard Maintenance and Support Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	1,128.64	1,128.64
	Williamson County Odyssey Document Management Record on Appeal Creator Standard Maintenance and Support Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	3,669.02	3,669.02
	Williamson County Odyssey Integration Toolkits: Jail Manager Libraries Standard Maintenance and Support Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	14,111.12	14,111.12
	Williamson County Odyssey Jail / Law Enforcement Software Standard Maintenance and Support Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	88,194.82	88,194.82
	Odyssey SessionsWorks Judge Edition - Standard Annual Maintenance Maintenance Start: 01/Oct/2021, End: 30/Sep/2022	1	16,271.23	16,271.23
	Electronic Signatures + Merged to Tiff Annual Maintenance Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	7,522.53	7,522.53
	Integration Toolkits - Case Manager Libraries Standard Annual Maintenance Maintenance Start: 01/Oct/2021, End: 30/Sep/2022	1	4,868.94	4,868.94
	Odyssey Continuous Improvement Program (CIP) Annual Agreement Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	41,493.32	41,493.32
	Inmate Fingerprint Biometrics - Standard Annual Maintenance Maintenance Start: 01/Oct/2021, End: 30/Sep/2022	1	2,891.43	2,891.43

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	448,263.67
Sales Tax	0.00
Invoice Total	448,263.67

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of July 11, 2006 (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), the Texas Conference of Urban Counties (the "Urban Counties"), and Williamson County, Texas (the "Participating Member County").

Background

Whereas, Software Provider and the Urban Counties have entered into that certain Master Software License and Professional Services Agreement (the "Master Agreement").

Whereas, Software Provider, the Urban Counties, and the Participating Member County have entered into that certain Participation Agreement pursuant to which, among other things, the Participating Member County has become a Party to the Master Agreement as a Participating Member County and, accordingly, seeks to acquire a license for the Licensed Property and to acquire the development, implementation, installation, and training services from Software Provider, on the terms and subject to the conditions of the Master Agreement.

Whereas, the Participating Member County desires to engage Software Provider to perform, and Software Provider desires to perform for the Participating Member County, certain maintenance and support services related to the Judicial Software as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

1. DEFINITIONS

1.1 Terms Not Defined. Terms not otherwise defined in this M&S Agreement shall have the meanings assigned to such terms in the Master Agreement.

1.2 Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby the Participating Member County can reasonably avoid any deleterious effects of such Documented Defect.

1.3 Defect means any bug, inaccuracy, error, contaminate, malfunction, or other defect in the Judicial Software caused by, arising from, or emanating from the reasonable control of Software Provider that would otherwise render the Judicial Software in non-conformance with its specifications.

1.4 Documented Defect means a Defect that the Participating Member County documents for Software Provider with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Software Provider may reasonably request. The Participating Member County must deliver such information to Software Provider concurrently with its notification to Software Provider of such Defect. The Participating Member County shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Software Provider of such Defect, including, but not limited to, issues related to the network, user training, Participating Member County-produced extensions, and data problems not caused by the Judicial Software. Any technical or other issue that the Participating Member County requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 3.

1.5 Maintenance and Support Fees has the meaning set forth in Section 8.1.

1.6 Services Commencement Date has the meaning set forth in 9.1.

1.7 Third Person Software means all third party software required for the operation and use by the Participating Member County of the Licensed Software consistent with the license granted to the Participating Member County.

1.8 Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

2. RESPONSIBILITIES OF THE PARTICIPATING MEMBER COUNTY

In addition to the responsibilities set forth in the Master Agreement, the Participating Member County shall, throughout the term of this M&S Agreement:

1. maintain all required Third Person Software to the release level compatible with the installed version(s) of the Judicial Software pursuant to Section 7;
2. maintain an internal Help Desk to provide first level support to the Participating Member County's users relating to basic system and application software questions or problems (only the Participating Member County's Help Desk staff shall be authorized to contact Software Provider's Help Desk after attempting to resolve the matter via the Participating Member County's internal Help Desk). In the event the Participating Member County does not establish and maintain a Help Desk function for first level support to Participating Member County's users, Software Provider reserves the right to increase the Participating Member County's current maintenance fee;
3. provide training on the Judicial Software to its employees;
4. allow Software Provider to install patches and other maintenance releases provided by Software Provider;
5. allow remote access by Software Provider to Participating Member County's servers and data via a Microsoft VPN connection or other mutually agreeable protocol;
6. implement and perform appropriate data backup and data recovery procedures related to the Judicial Software. In no event shall Software Provider be held liable for any loss or other damage associated with the loss or destruction of any data related to the Judicial Software that is attributable to the Participating Member County's failure to implement and perform such procedures on a timely and regular basis; and
7. provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 6.

3. RESPONSIBILITIES OF THE URBAN COUNTIES

Throughout the term of this M&S Agreement, the Urban Counties shall be responsible for (a) organizing, coordinating and facilitating a Participating Member County users group that will work with Software Provider to plan, specify and test enhancements and improvements to the Court Administration System; (b) fostering and promoting the adoption of the software by Texas counties and other Texas government entities; (c) assisting the Participating Member County in the resolution of any issues arising between Software Provider and the Participating Member County with respect to the services provided herein, (d) the timely payment of the Maintenance and Support Fees to Software Provider pursuant to Section 8, and (e) invoicing and collecting any maintenance and support fees and/or fees for additional services from the Participating Member County pursuant to the third party agreement between the Urban Counties and the Participating Member County, of which Software Provider is not a party.

4. RESPONSIBILITIES OF SOFTWARE PROVIDER – SUPPORT SERVICES FOR DOCUMENTED DEFECTS

4.1 General Services for Reporting Documented Defects.

(a) Software Provider shall provide the Participating Member County with a telephone number for the Participating Member County's use at any time on a seven days a week, twenty-four hours a day, basis to report Service Level 1 and Service Level 2 Documented Defects.

(b) Software Provider shall provide the Participating Member County with procedures for contacting support staff during normal business hours (8:30 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding national holidays) for, Service Level 3 Defects, Service Level 4 Defects, Service Level 5 Defects, and Service Level 6 Defects.

(c) Software Provider shall assist the Participating Member County in the diagnosis of any Documented Defect.

4.2 Service Level 1 Defects.

(a) *Definition.* Service Level 1 Defect means (i) a complete application failure or availability or (ii) loss of multiple essential system functions.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 1 Defects within two (2) hours of receipt of defect documentation.

(c) *Response.* Software Provider shall immediately assign appropriate personnel to diagnose and correct the Service Level 1 Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

(d) *Resolution Time.* Software Provider shall use its commercially reasonable efforts to resolve such Documented Defect within one business day.

4.3 Service Level 2 Defects.

(a) *Definition.* Service Level 2 Defect means a Documented Defect that causes (i) repeated, consistent failure of essential functionality affecting more than one user or (ii) loss or corruption of data.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 2 Defects within four (4) hours of receipt of defect documentation.

(c) *Response.* Software Provider shall promptly assign appropriate personnel to diagnose and correct the Service Level 2 Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

(d) *Resolution Time.* Software Provider shall use its commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within five (5) business days.

(e) *Limitations.* Software Provider's responsibility for lost or corrupted data is limited to assisting the Participating Member County in restoring its database to a known, accurate state.

4.4 Service Level 3 Defects.

(a) *Definition.* Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user for which there is an existing Circumvention Procedure.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 3 Defects within one (1) business day of receipt of defect documentation.

(c) *Response.* Software Provider shall promptly assign appropriate personnel to diagnose and correct the Documented Defect. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall use commercially reasonable efforts to resolve such Documented Defect without the need for Circumvention Procedures within ten (10) business days.

(e) *Limitations.* Software Provider's responsibility for lost or corrupted data is limited to assisting the Participating Member County in restoring its database to a known, accurate state.

4.5 Service Level 4 Defects.

(a) *Definition.* Service Level 4 Defect means a Documented Defect that causes failure or non-essential Judicial Software functionality.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 4 Defects within two (2) business days.

(c) *Response.* Software Provider shall assign appropriate personnel to diagnose and correct the Documented Defect or identify Circumvention Procedures. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall use commercially reasonable efforts to resolve such Documented Defect within twenty (20) business days.

4.6 Service Level 5 Defects.

(a) *Definition.* Service Level 5 Defect means a Service Level 4 Defect with an existing Circumvention Procedure.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 5 Defects within two (2) business days.

(c) *Response.* Software Provider shall deliver to the Participating Member County correcting software. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall deliver to the Participating Member County correcting software with the next version release.

4.7 Service Level 6 Defects.

(a) *Definition.* Service Level 6 Defect means a cosmetic or other Documented Defect that does not qualify as a Service Level 1 Defect, Service Level 2 Defect, Service Level 3 Defect, Service Level 4 Defect, or Service Level 5 Defect.

(b) *Response Time.* Software Provider shall provide an initial response to Service Level 6 Defects within two (2) business days.

(c) *Response.* Software Provider shall deliver to the Participating Member County correcting software. Software Provider's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Software Provider has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect.

(d) *Resolution Time.* Software Provider shall deliver to the Participating Member County correcting software at Software Provider's discretion in a version release.

4.8 Second Level Help Desk Support. Software Provider shall provide the Participating Member County with procedures for contacting support staff during normal business hours (8:30 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding national holidays) for the limited purpose of reporting Documented Defects. Software Provider shall use its commercially reasonable efforts to provide the Participating Member County with the assigned Service Level and Software Provider's tracking number.

4.9 Base Version Level for Correction. Throughout the term of this M&S Agreement, Software Provider shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software and either the one (1) immediately prior Version Release or all Version Releases released within the prior one (1) year, whichever is greater.

5. ADDITIONAL SUPPORT SERVICES

The parties agree that the Participating Member County may request support services in addition to the correction of Documented Defects by delivering to Software Provider a Service Request Form substantially in the form of Exhibit A. Such other support services may include, without limitation, services related to: (a) a “help desk”; (b) additional training; (c) technical assistance; (d) programming services; and/or (e) business analysis. Software Provider shall provide to the Participating Member County a written response to the request which describes in detail the anticipated impact of the request on the existing Judicial Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Software Provider directly to the Participating Member County and shall be invoiced monthly, and each undisputed invoice shall be due and payable within thirty (30) days.

6. VERSION RELEASES

Subject to the other terms and conditions of this M&S Agreement, Software Provider shall provide the Participating Member County as and when made generally available by Software Provider to its other customers, with:

- (a) Version Releases, and
- (b) updates to the Licensed Software if and as required to cause existing functions of the Judicial Software to comply with applicable state law, as and when such law may change from time to time during the term hereof.

Software Provider shall notify the Participating Member County of the occurrence of a new Version Release and shall provide the Participating Member County with such Version Releases for the Judicial Software. The delivery of each Version Release shall include a complete, installable copy of the Judicial Software, together with release notes and other appropriate documentation. Software Provider shall install each Version Release to the extent that such installation can be done remotely from Software Provider’s offices. Notwithstanding anything in the foregoing to the contrary, the Participating Member County shall, at its own expense, be responsible for any onsite installation assistance, new integration, and training with respect to each Version Release. When and if Software Provider develops tools to fully automate the installation process, then the Participating Member County shall be responsible for the installation of all then future Version Releases, provided that Software Provider provides the automation tools and training to use the tools at no expense to the Participating Member County.

7. THIRD PERSON SOFTWARE

7.1 Notice of New Third Person Software. Software Provider shall provide the Participating Member County with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Software Provider shall, to the extent practicable, minimize the need for the Participating Member County to rely upon updates of Third Person Software. Software Provider shall use commercially reasonable efforts to provide the Participating Member County with sufficient advance notice of any mandated new Third Person Software in order to meet the Participating Member County’s budget cycle constraints.

7.2 Software Provider Certification. At Software Provider’s expense and as part of its obligations under this M&S Agreement, Software Provider shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Software Provider shall certify new releases of Third Person Software within a reasonable timeframe.

7.3 Costs. The Participating Member County is responsible for the costs associated with installing and maintaining Third Person Software versions that are identified on Software Provider’s list of certified Third

Person Software.

7.4 Maintenance. The Participating Member County is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at the Participating Member County's expense.

7.5 Cooperation. At the request of the Participating Member County, Software Provider shall participate with the Participating Member County in discussions with Third Person Software providers on all software maintenance issues.

8. FEES

8.1 Annual Maintenance Fee. Subject to the other terms and conditions of this M&S Agreement, the Urban Counties shall pay Software Provider the then current annual maintenance and support fees set forth on Schedule 1 (the "Maintenance and Support Fees"), in accordance with the timetables set forth on Schedule 1, for all maintenance and support services to be provided by Software Provider to the Participating Member County. The invoicing and payment of maintenance and support fees between the Urban Counties and the Participating Member County shall be governed by the terms and conditions of their respective third party agreement, of which Software Provider is not a party. The Maintenance and Support Fees shall remain fixed for a period of [3] years after the Effective Date, after which time the fees may be adjusted to (a) the level of the then current standard Maintenance and Support Fees, and (b) thereafter, by not more than the cost of living increases according to the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the United States Department of Labor, Bureau of Labor Statistics, per year. . For purposes of this Section 8.1, the "then current standard Maintenance and Support Fees" shall be equal to the maintenance fees identified on the Price List adjusted annually as of October 1 of any given year, by not more than the increases referenced in Section 8.1(b). The parties acknowledge that the intent of this Section 8.1 is for each Participating Member County to receive maintenance at a fixed rate for the first three years of this Agreement, and thereafter, to receive maintenance based upon a uniform Urban Counties fee schedule applicable to all Participating Member Counties. The Maintenance and Support Fees shall be prorated based on a calendar year during the first and, if applicable, last year of this Agreement.

8.2 Invoice and Payment. Software Provider shall invoice the Urban Counties for all annual Maintenance and Support Fees quarterly in advance. Each Software Provider invoice shall be printed on Software Provider's standard printed bill form, and shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, the Urban Counties shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid by the Participating Member County when due shall bear interest until paid at the maximum rate provided by Texas law. In no event shall the Urban Counties be responsible for making payment on behalf of Participating Member Counties that have failed to remit annual Maintenance fee payments to the Urban Counties. The Urban Counties shall report which Participating Member Counties have remitted the quarterly Maintenance Fee payments and shall pay those amounts as set forth above.

8.3 Suspension of Services for Non-Payment. Software Provider may suspend its performance of maintenance and support services to the Participating Member County under this M&S Agreement during any period for which the Urban Counties does not pay any undisputed Maintenance and Support Fee for a period of time exceeding thirty (30) days or during any period for which the Participating Member County does not pay any undisputed fees for additional services as set forth in Section 5 for a period of time exceeding thirty (30) days. Software Provider shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

9. TERM AND TERMINATION

9.1 Term. This M&S Agreement shall commence upon the completion of Operational Use (the "Services Commencement Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Services Commencement Date, the term shall automatically extend for an additional year unless Participating Member County provides, at least thirty (30) days prior to the end of such initial term or subsequent anniversary, written notice that it does not wish to extend the term

or otherwise terminates the agreement as provided in this Section 8.

9.2 Termination by the Urban Counties and Participating Member County at the End of a Term. The Urban Counties and the Participating Member County may jointly terminate this M&S Agreement effective as of the end of the initial term or the end of any subsequent term by giving not less than thirty (30) days' notice of its intent to terminate. The Urban Counties and the Participating Member County may jointly, at their option, reinstate maintenance by providing notice to Software Provider and making payment of one hundred percent (100%) of each year's maintenance fees that would have been owed during the lapsed period plus the current maintenance fees for the then upcoming maintenance year.

9.3 Termination by the Participating Member County for Cause. The Participating Member County may terminate this M&S Agreement for "cause" in accordance with this Section 9.3. For purposes of this Section, "cause" means a continuous, repeated, or systemic failure to cure Service Level 1 and Service Level 2 Defects. In such event, the Participating Member County shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the Participating Member County is invoking its right to terminate. Following such notice, Software Provider shall have ninety (90) to cure such problems. Following such ninety (90) day period, Software Provider and the Participating Member County representatives shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then the Participating Member County may terminate this Agreement. In the event of a termination under this subsection, Software Provider shall return all monies paid to Software Provider by the Participating Member County for the remainder of the then current maintenance period.

9.4 Termination by Software Provider. If the Urban Counties shall fail to pay the Maintenance and Support Fees hereunder for any consecutive three (3) month period, Software Provider may terminate this M&S Agreement effective at any time on or after the end of such three (3) month period by giving written notice of termination to the Urban Counties and the Participating Member County at least ten (10) days in advance of the effective date of termination. Such termination by Software Provider shall not relieve the Urban Counties or the Participating Member County of its obligation to pay all Maintenance and Support Fees accruing prior to the effective date of termination.

10. LIMITATION OF LIABILITY

SOFTWARE PROVIDER'S LIABILITY TO THE COUNTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 2 OR OTHERWISE AS SET FORTH IN SECTION 9.3.

IN NO EVENT SHALL SOFTWARE PROVIDER BE LIABLE TO THE COUNTY (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE COUNTY'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD OR WILLFUL MISCONDUCTOR GROSS NEGLIGENCE OF SOFTWARE PROVIDER; (B) CLAIMS THAT ARE THE SUBJECT OF INDEMNIFICATION UNDER THIS AGREEMENT; (C) DAMAGES TO THE Urban Counties AND PARTICIPATING MEMBER COUNTIES OCCASIONED BY VIOLATION OF LAW BY SOFTWARE PROVIDER; AND (D) DAMAGES OCCASIONED BY THE BREACH OF CONFIDENTIALITY OBLIGATIONS OF SOFTWARE PROVIDER UNDER THIS AGREEMENT.

11. MISCELLANEOUS

11.1 Assignment. Neither party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of each of the parties and, except as otherwise provided herein, their respective

legal successors and permitted assigns.

11.2 Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3 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 instrument.

11.4 Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5 Entire Agreement. This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6 Amendment. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

11.7 Governing Law; Choice of Forum and Attorneys Fees. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts located within the county of the relevant Participating Member County and agrees to venue lying in such courts, and expressly waives any objections or defenses based upon lack of personal jurisdiction or venue or forum non conveniens. . If multiple Participating Member Counties are involved in a dispute arising out of the same facts and circumstances, the Parties agree that the cases shall be consolidated.

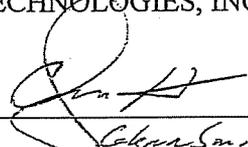
11.8 No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9 Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

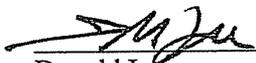
11.10 Termination for Non-Appropriation of Funds. This Agreement is subject to the fiscal provisions of the Participating Member County and may be terminated by the Participating Member County without penalty (but subject to the provisions of Section 9.2) either: (a) at the end of a Participating Member County's fiscal year, in the event that funds are not appropriated for the following fiscal year; or (b) at any time within a fiscal year, in the event that funds are not appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. Termination under this provision entitles Software Provider to no damages.

IN WITNESS WHEREOF, this Agreement has been duly executed by an authorized representative of the parties hereto as of the date first above written.

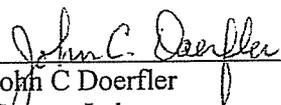
TYLER TECHNOLOGIES, INC.

By: 
Name: Charles Smith
Title: President - CJT
Address: 6200 International Pkwy
Plano, TX

TEXAS CONFERENCE OF URBAN COUNTIES

By:  7/14/06
Name: Donald Lee
Title: Executive Director
Address: 500 W. 13th St
Austin, Texas 78701

WILLIAMSON COUNTY, TEXAS

By: 
Name: John C Doerfler
Title: County Judge
Address: 301 SE Inner Loop
Georgetown TX 78626

MAINTENANCE AND SUPPORT SERVICES AGREEMENT

Schedule 1

MAINTENANCE AND SUPPORT FEES

Annual Fee:

Court Administration:	\$140,000
Jail Management/Law Enforcement:	\$17,500
Hot Checks:	\$2,500

Payment Terms: As per TechShare Interlocal Agreement and Addendum and Approved Implementation Plan.

MAINTENANCE AND SUPPORT SERVICES AGREEMENT

EXHIBIT A

SERVICES REQUEST FORM

PROJECT REQUEST _____

This Service Request is issued pursuant to the Maintenance and Support Services Agreement dated as of _____, _____, by and between the Participating Member County and Software Provider ("M&S Agreement"). Any term not otherwise defined herein shall have the meaning assigned to such term in the M&S Agreement. Upon completion by Software Provider of a corresponding Statement of Work, and execution by the parties, this Service Request and the corresponding Statement of Work documents shall become part of and be binding on the parties to the M&S Agreement.

Services to be performed / Objectives of the Project

Functional Requirements:

Interfaces:

Deliverables to be Provided:

Requested Schedule:

Cost: \$_____.

**Amendment to Williamson County Implementation Plan – Notice to Proceed
CUC Master Software License and Professional Services Agreement
Change Order No. 1**

This Change Order No. 1 (this "Change Order") Amendment to Implementation Plan is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), and Williamson County (the "Purchaser"). This Change Order shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, on _____ Software Provider and the Purchaser entered into that certain Implementation Plan under the CUC Master Software License and Professional Services Agreement (the "Agreement") pursuant to which, among other things, Software Provider agreed to provide certain software licenses and implementation services to Purchaser; and

WHEREAS, pursuant to Section 5.4 of the Agreement, Software Provider and the Purchaser desire to amend the terms of the Agreement to provide additional professional services to Purchaser, as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Defined Terms. Terms used but not otherwise defined in this Change Order shall have the meaning assigned to such terms in the Agreement.
2. New Professional Services. Williamson County Implementation Plan is amended to include the additional professional services on the attached Schedule 1A, which shall be paid in accordance with Section 4.4 of the Agreement.
3. Contract Price. The contract price is increased by the amount of the change order.
4. Remaining Terms Unchanged; Entire Agreement; Further Change Order. Except as specifically provided in this Change Order, all remaining terms and provisions of the Agreement shall remain unchanged and in full force and effect. The Agreement and this Change Order constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter thereof. This Change Order shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All Change Orders or modifications to this Change Order shall be binding upon the Parties despite any lack of consideration.

5. 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 instrument.

IN WITNESS WHEREOF, this Change Order has been executed by the Parties hereto to be effective as of the last date set forth below.

TYLER TECHNOLOGIES, INC.

Williamson County

By: 

By: 

Name: BRUCE GRAHAM

Name: Otis Coufal

Title: PRESIDENT, COURTS OF JUSTICE

Title: Administrative Services Director

Date: 6/7/10

Date: 6-4-10

**Schedule 1A
Amended Implementation Plan**

Implementation Plan



Tyler Technologies, Inc.

Texas Conference of Urban Counties

6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler-tsg.com

Participating Member County : Williamson County

Budget Letter Date: 1/29/2007
Amendment Date: 6/1/2010

Tyler Technologies Contact: Kevin Watson
Regional Project Manager
Tyler Technologies
6500 International Parkway, Suite 2000
Plano, Texas 75093
972/713-3770
kevin.watson@tylertech.com

Major Assumptions

**See Assumptions Detail for more information*

Expected Project Duration

CUC Enterprise Products: ~~15 Months~~ **40 Months**

Additional Products: 6 Months **6 Months**

Total: ~~21 Months~~ **46 Months**

Project Management dedication: 50%

Number of Standard Interfaces: 3

Data Conversion Approach: Approach 1 - Standard conversion of TSG UNIX products
**See note on Assumptions Detail*

Training Approach: Tyler to perform direct training to end-users

Travel Allowance Assumptions 3 days/trip. ~~385~~ est. days onsite.
~~128~~ est. trips.

Travel Allowance (Amended) 3 days/trip. **471** est. days onsite.
157 est. trips.

Overnight hotel required? **Yes**
Air travel required? **No**

Software Licenses

License Fee

CUC Enterprise License

Case Management	
Probate & Mental Health	Yes
Civil & Family	Yes
Criminal	Yes
Justice of the Peace	Yes
Prosecutor	Yes

**Included In CUC
Enterprise
License**

Additional Products - County License

Jail Management	Yes
Law Enforcement/RMS	Yes
Community Supervision	No
Hot Checks	Yes

312,500
-
-
75,000

Total - Local County Licenses

387,500

Implementation Services

Summary

Project Management	1,730	250,850	1,908	276,588	178	25,738
Project Management - Updated Rate	-	-	820	131,200	820	131,200
Implementation Plan (Previously Completed)	-	-	-	-	-	-
Fit Analysis	488	63,440	463	60,125	(26)	(3,315)
Data Conversion	830	107,900	1,194	155,253	364	47,353
Interfaces	300	39,000	250	32,500	(50)	(6,500)
Customization	1,250	162,500	801	104,163	(449)	(58,338)
Configuration & Consulting	620	80,600	1,099	142,870	479	62,270
Training	624	78,000	612	76,438	(13)	(1,563)
Go-Live Assistance	996	124,500	996	124,500	-	-

	Imp Plan Hours	Imp Plan Cost	Adjusted Hours	Adjusted Cost	Amended Hours	Amended Cost
Services Totals	6,838	906,790	8,142	1,103,635	1,304	196,845
Travel Allowance Budget		67,353		83,889		16,536
Total Amendment					1,304	213,381

Commissioners Court - Regular Session**44.****Meeting Date:** 09/21/2021

Tyler Orion Annual Software Maintenance

Submitted For: Joy Simonton**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of Tyler Technologies Orion Software Maintenance and Support for the Williamson County Tax Office in the amount of \$96,010 and exempting Tyler Technologies, Inc. from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(7)(D) discretionary exemption for captive replacement parts or components for equipment.

Background

Approval of this item will support the operations of the Williamson County Tax Assessor Collector's Office. The Orion software platform is an integrated tax billing & collections software that allows staff to efficiently process bills, payments, and property information. Tyler Technologies is the provider of the Orion system that the Tax Office has used since 2016. Invoice is attached that covers the period of FY22 from October 1st, 2021 to September 30th, 2022. System bid history will be reviewed for possible solicitation in upcoming year. Department contact is Larry Gaddes. This expenditure will be charged to 01.0100.0499.004208.

Fiscal Impact

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

Attachments

FY22 Renewal Invoice

Original Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/16/2021 11:49 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 11:51 AM
Form Started By: Erica Smith		Started On: 09/14/2021 09:42 AM
Final Approval Date: 09/16/2021		



Remittance:
 Tyler Technologies, Inc
 [REDACTED]
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
[REDACTED]	09/01/2021	1 of 1

Questions:
 Tyler Technologies- Appraisal & Tax
 Phone: 1-800-772-2260 Press 2, then 4
 Email: ar@tylertech.com



Bill To: Williamson County Tax Office
 904 South Main
 GEORGETOWN, TX 78626

Ship To: Williamson County Tax Office
 904 South Main
 GEORGETOWN, TX 78626

<i>Cust No.-BillTo-ShipTo</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
[REDACTED] MAIN - MAIN	4586		USD	NET30	10/01/2021

Date	Description	Units	Rate	Extended Price
Contract No.: Williamson County Tax Off				
Orion: Collections Online		1	96,010.00	96,010.00
Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022				

RECEIVED
 AUG 16 2021
 TAX OFFICE

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	96,010.00
Sales Tax	0.00
Invoice Total	96,010.00



tyler

technologies

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A - DEFINITIONS

- "Agreement" means this Software as a Services Agreement.
- "Client" means the Williamson County, TX Tax Assessor/Collector's Office.
- "Data" means your data necessary to utilize the Tyler Software.
- "Data Storage Capacity" means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- "Defect" means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means July 1, 2016.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit A.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.
- "SaaS Services" means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support services on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware,



support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit D.
- **“Statement of Work”** means the description of services to be supplied by us through this Agreement, attached as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary the use of which is granted by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the Tyler Software and amount of Data Storage Capacity. You may add additional Tyler Software or additional data storage capacity on the terms set forth in Section H(1).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the

SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA, and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
 - 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
 - 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
 - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
 - 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions

in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.8 We provide secure data transmission paths from each of your workstations to our servers.
- 6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface costs) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide the implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services; and
 - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).
2. Third Party Products Warranties.
 - 2.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 2.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 2.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.
3. Payment Pursuant to Texas Prompt Payment Act. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest

charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Tyler of the invoice discrepancy not later than the twenty-first (21st) day after the date on which County receives the invoice. If the error is resolved in favor of Tyler, Tyler shall be entitled to receive interest on the unpaid balance of the invoice submitted by Tyler beginning on the date that the payment for the invoice became overdue. If the error is resolved in your favor, Tyler shall submit a corrected invoice that must be paid in accordance with the time set forth above. The unpaid balance accrues interest as provided by chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is from the Effective Date (the "Initial Term") through September 30, 2018, unless earlier terminated as set forth below. After September 30, 2018, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS

Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 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 ninety (90) days written notice thereof.

SECTION G –INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our

agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM, OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will

be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial

disclosure;

- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

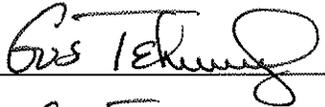
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. Venue of this contract shall be Williamson County, Texas and US District Court, Western District of Texas.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Right to Audit. We shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. You may, upon written request, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. You shall provide us twenty-four hour notice of such audit or inspection. We shall have the right to exclude from such inspection any Tyler confidential information not otherwise required to be provided to you as a part of this Agreement. We shall make such books and records available to you during normal business hours. Any such audit shall be conducted at Tyler's principal place of business within the State of Texas during Tyler's normal business hours and at Client's sole expense.
23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
Exhibit C	Statement of Work
Exhibit D	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Williamson County, Texas

By: 

By: 

Name: GUS TENHUNDFELD

Name: DAY A GATTI

Title: Inside Sales Mgr.

Title: County Judge

Date: 6/27/16

Date: 06-27-2016

Address for Notices:

Tyler Technologies, Inc.
One Tyler Way
Moraine, OH 45439
Attention: Director of Inside Sales

Address for Notices:

Williamson County
904 South Main St.
Georgetown, TX 78626
Attn: Tax Assessor — Collector



The following Investment Summary details the software and services to be delivered by Tyler Technologies, Inc. to the Williamson County Tax Office under your Software as a Service Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Software as a Service Agreement.

Your Data Storage Capacity is 2TB of storage. Additional storage may be purchased at the then current rate per TB. The 2016 cost for an additional TB of storage is \$10,000 per year.

Annual Subscription	Term	Amount
Orion Collections Online		\$45,015 ^{40,257} BT
Credit for 2 nd Half Orion Prepaid Maintenance		(\$21,827)
One-Time SaaS Setup Fees		\$14,000
First Term SaaS Fees Total	July 1, 2016 – December 31, 2016	\$32,430
<i>Second Term SaaS Fees Total</i>	January 1, 2017 – September 30, 2017	\$60,385
Third Term SaaS Fees Total	October 1, 2017 – September 30, 2018	\$80,515

This Software as a Service Agreement covers the following Tyler Software:

- Orion Collections
- Orion Mortgage Company/Electronic File Interface



Invoicing and Payment Policy

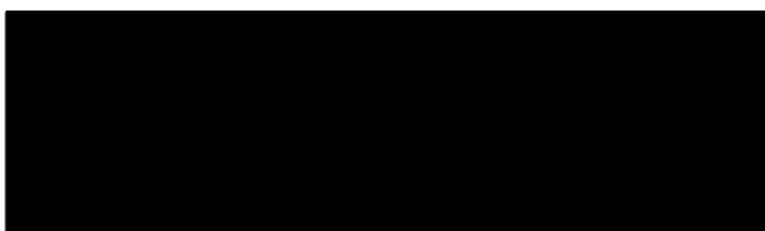
Tyler Technologies, Inc. will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

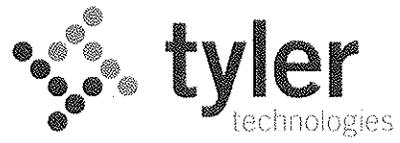
Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees for the First Term described in Exhibit A (\$32,430) are due on the Effective Date. SaaS Fees for the Second Term described in Exhibit A (\$60,385) are due January 1, 2017. Your annual SaaS Fees for the Third Term described in Exhibit A (\$80,515) are due October 1, 2017. Thereafter, SaaS Fees are invoiced on an annual basis and annual SaaS fees will be at our then-current.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device is included in the cost of the service.
 - 2.2 *Additional Services:* Additional Services fees billed as performed.
3. **Expenses.** The service rates in the Investment Summary include travel expenses, copies of receipts will not be provided.

Payment. Payment for undisputed invoices is due within thirty (30) days of the invoice date.

We prefer to receive payments electronically. Our electronic payment information is:





Statement of Work

SERVICES TO BE PROVIDED

Tyler will transition the Client's Orion Tax implementation from the Client hosted environment to the Tyler hosting environment.

Tyler will provide the necessary ASA device to facilitate integration with the Client network and the Tyler hosting center.



SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

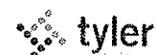
You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which we were responsible indeed occurred.



We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of one quarter of the then-current SaaS Fee. To the extent any credit is identified in any quarter, it will accumulate, and all credits will be deducted from the SaaS Fee for the immediately following year. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the quarter following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your credits will be reissued in that following quarter.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Target Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding quarter’s Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Scope of Services

The following outlines the standard support provided by Tyler Technologies, Inc. (Tyler) for the following software systems installed in the Tyler hosting center, for the time period specified in the Agreement.

The software systems listed in Exhibit A – Investment Summary shall be known as the “base system.” Any additional support, modifications, or services needed on the system as it is installed which are not expressly included in this Agreement, must be outlined in an additional service level agreement or will be provided at time and materials rates.

Modifications to the Tyler Software and reports written by us for a specific jurisdiction or group of jurisdictions are considered part of the base system and, as such, the terms of this Agreement apply.

1. Terms and Definitions

The following is a list of common terms used in this Support Agreement:

1.1 Base System

Tyler Software, as listed in Exhibit A – Investment Summary above, running in the Tyler hosting center.

1.2 System Error

An error in the base system that is either a generated error (e.g., error screen) by the base system or lack of response (slow or stuck), or failure of a function as stated in the Documentation (also referred to as “issues” or “bugs”). Note: A Client Error Incident is not covered.

1.3 Updates

Unlimited distribution of revisions to the base system that fixes errors and (or) includes enhancements that are made available to the Client, also referred to as “upgrades” or “patches.”

1.4 Maintenance or Maintain

Providing support and updates for the base system only.

1.5 VPN

The use of any secure connection on the Client system from any Tyler office.

1.6 Coverage Period

The start and end date for the support offered in this Scope of Services and additional services stated in the Software as a Service Agreement.

1.7 Business Day(s)

The days and hours Tyler operates, defined as Monday through Friday (excluding holidays) between the hours of 8:00 AM and 5:00 PM.

2. Hot Line Support

During the coverage period, Tyler will provide phone support for the base system. This support will provide assistance in determining the root cause of system errors (whether the result of a Client Error Incident or Force Majeure) and the response as outlined in item 2.3 below. The Hot Line is also available for questions on normal operation of the base system.

2.1. Hot Line Number

877-874-6337

2.2. Hot Line Hours

The Hot Line is available from 8:15 A.M. to 5:15 P.M., CT, Monday through Friday. Weekend or evening coverage can be arranged with a five (5) day minimum notice.

2.3. Hot Line Support Considerations

Tyler shall respond to the Client's request for telephone assistance within four (4) working hours from the initial call.

- Tyler shall take steps to have the system error fixed, or an appropriate workaround, via phone or dial-up as defined in the following priority matrix:

<i>Priority</i>	<i>Definition</i>	<i>Response</i>	<i>Resolution SLA</i>
Critical	Software is inoperable for a significant number of Client users.	Client is contacted within 1 hour.	Within 1 business day or an agreed upon due date and time.
High	Issue affects daily processing or day-to-day functions of the Client. Issue affects a large group of Client users.	Client is contacted within 1 hour.	Within 2-5 business days or an agreed upon due date.
Medium	Issue affects a small group of users and does not affect day-to-day processing.	Client is contact within 1 hour.	Within 4 – 10 business days, or an agreed upon due date.
Non-Critical	Issue affects 1 Client user and is non-critical to daily processing.	Client is contacted within 1 hour.	Typically 6+ business days from reported problem, or an agreed upon due date.

3. Online Support

During the coverage period, Tyler will provide access to the Tyler Client Portal in order for the Client to have 24 hour, 7 day access to answers to base system questions and to log base system issues.

4. Modification and Change Procedure

Additional changes to the base system (not directed by local laws) can be requested. These changes shall be submitted in writing to Tyler and cost estimates will be provided. Once the Client agrees to the cost estimate, a separate Addendum or Letter of Agreement will be drafted for acceptance by the parties.

5. Updates

Base system updates will be made available during the coverage period.

5.1. Orion Updates

Tyler staff will schedule the release of new updates into the Client's test and production environments with your staff. Tyler will distribute an estimated schedule of when releases and

patches will be available. Tyler perform such updates, in coordination with your staff, as agreed upon. It is important that any updates be done in a timely manner as the update could contain fixes for one or more system errors. Tyler reserves the right to back-port certain bug fixes to the Client's current version of Orion or require that the Client upgrade to a newer release to obtain the required fix.

5.2. Orion Data Tables

The Client is responsible for updating any data stored in the base system data tables, whether such updates occur through the normal course of business from user data entry, through update from some Orion batch process, or through an SQL update. Updates may be performed to the Orion data for various reasons by Tyler as requested by the Client subject to time and materials rates.

5.3. Operating System (OS) Updates

Tyler will be maintaining the server hardware environment, including updates to the Operating System.

6. Legislative Changes

Tyler will provide up to 80 base system programming hours per state per calendar year of the Agreement in order to comply with legislative changes. Programming hours encompass analysis, coding, and testing of the changes. Additional legislative changes can be performed at time and materials rates.

7. Data Ownership

The Client owns the data stored and processed on the base system. During normal support, Tyler will be exposed to this data and will take all measures to ensure the confidentiality of the data.

8. Backups and Recovery

Backups of the Client environment will occur in accordance with the Tyler Hosting Center's normal business process. As of the Effective Date, Tyler's backup schedule is as follows:

- 8.1 We perform a daily backup of your Data and retain such daily backup for thirty (30) days.
- 8.2 We perform a weekly backup of your Data and retains such weekly backup for one (1) year.
- 8.3 Upon the expiration of the one (1) year period during which weekly backups are retained, we archive such weekly backups until the earlier of (i) such time as you request such backups are permanently deleted or (ii) the expiration or termination of the Software as a Service Agreement.

We reserve the right to modify our backup schedule to conform to industry standards.

9. Dependent Software Licenses

The Client is responsible for acquiring and maintaining software licenses and upgrades for all third-party software products that integrate with the Tyler Software and are not included in the Tyler environment including, but not limited to, Adobe, ESRI, EDMS, Microsoft Office, etc.

10. Server Operations

Tyler will be responsible for operational support of the Orion application server(s) within the Tyler environment. Tasks will include performing system backups, system restarts, and troubleshooting assistance.

11. Remote Access

The Client will provide Tyler with the means to electronically connect to the Client and to the Orion server, to enable software transfers, electronic correspondence, and remote troubleshooting. The preferred remote connection is via the Internet.

12. Out of Scope Items

The following are examples of items that are **not** included in an ongoing Support Agreement. Tyler will provide such services as requested by the Client. Time and Materials rates will apply for such services. They are:

- 12.1. Resolution of problems that arise out of the Client's misuse of the system.
- 12.2. Creating ad hoc reports or new Orion reports.
- 12.3. Modification of the Orion code.
- 12.4. Modification of Orion reports.
- 12.5. Updates to Orion cost tables, tax rate tables, etc.
- 12.6. Onsite training.
- 12.7. Process and procedures that could otherwise be performed by a non-technical Orion user during the Client's business cycle.
- 12.8. Errors and problems that arise out of the Client's modification of the base system code. Provided, however, this exclusion shall not apply to modifications to Client's system that are made by or at the direction of Tyler pursuant to the License and Service Agreement.
- 12.9. Errors and problems related to other 3rd party vendors' software not specifically covered by this agreement.

13. Public Access Web Server Availability

During those times in the Client's fiscal calendar when there is increased load on the public access website, Tyler staff will monitor activity and allocate additional server resources, as necessary, to ensure consistent response time.

14. Additional Support

No other additional support outside this Scope of Services is given unless stated in the Software as a Service Agreement. Additional support or services (such as those listed in Section 12) can be requested and will be billed at Tyler's then prevailing time and materials rates.

2016 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2016 are as follows:

Technology	<u>Off-Site</u>	<u>On-Site</u>
Sr. Company Officer / Sr. Valuation Analyst	\$275.00	\$340.00
Project Manager	\$190.00	\$245.00
Database Administrator (DBA)	\$185.00	\$225.00
Technology Staff	\$180.00	\$215.00
Appraisal		
Project Manager	\$160.00	\$200.00
Appraiser - Senior	\$160.00	\$200.00
Appraiser - Commercial	\$125.00	\$150.00
Appraiser - Residential	\$105.00	\$130.00
Data Collector - Commercial	\$70.00	\$90.00
Data Collector - Residential	\$55.00	\$70.00
Data Entry/Clerical	\$40.00	\$50.00

The on-site rates reflect the cost of the travel time to and from the client's site. Travel and other out-of-pocket expenses will be billed at direct cost. The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the Client of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.

Commissioners Court - Regular Session

45.

Meeting Date: 09/21/2021

Juvenile Services Grant Application Permission Request

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an approval for Juvenile Services to apply for a grant through Texas Parks and Wildlife to provide outdoor programs for youth.

Background

Juvenile Services is requesting approval to apply for a \$30,000.00 grant from Texas Parks and Wildlife to provide outdoor programming for youth. Juvenile Services has participated in this grant since 2005, successfully providing hiking, biking, fishing, camping, paddling, rock-climbing and other outdoor activities for youth. The grant would cover the entire cost of these activities and only an in-kind match of staff time for the project is required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

GO! Grant Info

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Denise Carlson

Final Approval Date: 09/15/2021

Reviewed By

Becky Pruitt

Date

09/15/2021 11:52 AM

Started On: 09/15/2021 08:48 AM

Grant Title/Project Name:	Go! Program
Department:	Juvenile Services
Requestor:	Denise Carlson
Contact Email:	D.Carlson@wilco.org
Contact Phone Number:	512-943-3220
Start Date:	3/1/2022
End Date:	9/1/2023
Please select request category:	Grant for youth project
Describe the purpose of the grant in detail to include all requirements.	The GO! Program will provide outdoor activities for youth ages 10 – 17 within the Williamson County juvenile justice system and their families. Activities will include fishing, biking, kayaking, stand up paddle boarding, hiking, camping, rock-climbing, outdoor cooking, an online outdoor class for those in our secure residential program and a service project at a TPWD State Park. These activities will take place in Texas State Parks, city and county parks within Williamson County, in climbing areas located in the Austin area and along local rivers and lakes.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	\$30,000.00
Please provide a breakdown of the total cost above.	\$9,000.00 Guides, \$6,300.00 Contractual Services (Guide management, Project Manager) \$500.00 Park Fees, \$200.00 Leave No Trace Program materials, \$4,000.00 food for trips, \$8,000.00 Supplies (bikes, fishing and camping equipment, etc.), \$200.00 Service Project.
Is there a match requirement?	Yes
What is the source of the match?	Staff time will fulfill the match requirement
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	

Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	Outdoor programming for our youth.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A
Please explain how this item will create the need for more or less personnel (or mark n/a for no	We will use our current Guides and contract for Project Manager services.

change)?	
Where will the item be stored?	All equipment is stored in the Challenge Course Building
What is the useful life of the item?	Fishing gear, climbing ropes, harnesses, tents and bicycles all have 5-10 year useful lives and we take very good care of our equipment.
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	A new grant would be applied for if available.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	No impact as costs related to the program are covered by grant funds.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	In-kind match
ID	76
Version	1.0
Attachments	False
Created	9/15/2021 8:40 AM
Created By	Denise Carlson
Modified	9/15/2021 8:40 AM
Modified By	Denise Carlson

Commissioners Court - Regular Session

46.

Meeting Date: 09/21/2021

Parks and Expo Center Fees

Submitted For: Russell Fishbeck

Submitted By: Russell Fishbeck, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on new and revised fees for the Parks and Expo Center.

Background

The Parks Department conducts an annual comparative fee analysis with other municipal Parks and Recreation Departments in Williamson County, U.S. Army Corps of Engineers Parks in Williamson County, Travis County Parks Department and several Texas State Parks for purposes of determining fair and competitive rates. This year's analysis resulted in limited new fees, some fee adjustments and additional clarification to use hours for group facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Expo Center - Rate Sheet - October 2021 - redline

Expo Center - Rate Sheet - October 2021 - Final

Park Fees - Revised October 2021 - redline

Park Fees - Revised October 2021 - Final

Form Review

Inbox

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

09/16/2021 08:19 AM

Form Started By: Russell Fishbeck

Started On: 09/15/2021 04:04 PM

Final Approval Date: 09/16/2021

AREA

Expo Halls, Covered Expo, Arena, RV Park or Complex
 Meeting Room, Conference Room or Catering Kitchen

SECURITY DEPOSIT

\$500.00
 \$100.00

The Security Deposit can be refunded after the event or put towards the Final Invoice, given that there are no damages or cleaning cost. Damages and cleaning cost will be taken out of the deposit. Damages – cost plus 20%.

AREA

DAILY RATE

HORSE STALLS RENTED

Arena Rental	\$800.00	00-50 stalls per day
	\$400.00	51-80 stalls per day
	\$00.00	81-200 stalls per day
Weekly Arena Rental – 3 Hours	\$200.00	
<i>Available on Monday through Thursday during 9:00 A.M. – 12:00 P.M. OR 1:00 P.M. – 4:00 P.M. **</i>		
Weekly Arena Rental – 5 Hours	\$350.00	
<i>Available on Monday through Thursday during 5:00 P.M. – 10:00 P.M. **</i>		
Pavilion	\$800.00	
Expo Hall North	\$500.00	
Expo Hall South	\$500.00	
Covered Expo	\$400.00	
Expo Hall North and South	\$900.00*	
Expo Hall North, South and Covered Expo	\$1,300.00*	
Ron Morrison Meeting Room	\$150.00 or \$30.00 per hour with a 2-hour min. ***	
Keith and Marsha Hagler Conference Room	\$100.00 or \$30.00 per hour with a 2-hour min. ***	
Catering Kitchen	\$100.00	
RV Park	\$1,200.00 per night and includes 50 sites	
Entire Facility (Excluding the RV Park)	\$2,000.00 \$2,800.00*	

**Multiple area rental discount*

***Bookings will be available no more than 45 days in advance*

****Plus staffing fee outside of office hours*

GUEST SERVICES

All items listed below MUST BE purchased through the Williamson County Expo Center.

Tables (8' Rectangular)	\$8.00	Each per event
Tables (6' Rectangular)	\$6.00	Each per event
Tables (72' Round or Cocktail)	\$8.00	Each per event
Chairs	\$1.25	Each per event
Easels	\$5.00	Each per event
Podium	\$25.00	Each per event
Stage	\$200.00	Each per event
Projector and Projector Screen	\$50.00	Each per event

UTILITY SERVICES

Electrical Drops	\$25.00 Each per event
RV Dump Station	\$10.00 Per vehicle

OVERNIGHT SERVICES

Stalls	\$25.00 Each per day
RV Site	\$35.00 Each per night <i>(RV Check-in: 8:00 A.M. RV Check-out: 8:00P.M. – 36 hour stay)</i>

EQUIPMENT AND SERVICE CHARGES

Roping Equipment	\$350.00 Per set-up
Rodeo Equipment	\$750.00 Per set-up
Extended Rental Fee	\$150.00 Per hour after Midnight
Custodial/Staffing Fee	\$20.00 Per hour (per staff, outside of regular office hours)
Forklift/Genie Lift with operator	\$50.00 Per hour
Tractor Drags	\$50.00 Per hour when drags are required less than 30 minutes apart
Set-up Fee	As required per event
Banner and Sign Hanging	As required per event

MISCELLANEOUS

Open Arena Ride Night	\$20.00 Per Rider
Catering Permit	Refer to Application for Catering Permit

CONCESSION

DAILY RATE

Concession Building	\$50.00
Catering Kitchen	\$50.00
Temporary Food Permit	\$50.00
Alcohol Vendor Indoor Booth(s)	\$1,000.00
Alcohol Vendor Outdoor Booth(s)	\$1,500.00
Alcohol Vendor Complex Booth(s)	\$2,000.00

AREA

Expo Halls, Covered Expo, Arena, RV Park or Complex
 Meeting Room, Conference Room or Catering Kitchen

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\$500.00
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	\$400.00	51-80 stalls per day
	\$00.00	81-200 stalls per day
Weekly Arena Rental – 3 Hours	\$200.00	
<i>Available on Monday through Thursday during 9:00 A.M. – 12:00 P.M. OR 1:00 P.M. – 4:00 P.M. **</i>		
Weekly Arena Rental – 5 Hours	\$350.00	
<i>Available on Monday through Thursday during 5:00 P.M. – 10:00 P.M. **</i>		
Pavilion	\$800.00	
Expo Hall North	\$500.00	
Expo Hall South	\$500.00	
Covered Expo	\$400.00	
Expo Hall North and South	\$900.00*	
Expo Hall North, South and Covered Expo	\$1,300.00*	
Ron Morrison Meeting Room	\$150.00 or \$30.00 per hour with a 2-hour min. ***	
Keith and Marsha Hagler Conference Room	\$100.00 or \$30.00 per hour with a 2-hour min. ***	
Catering Kitchen	\$100.00	
RV Park	\$1,200.00 per night and includes 50 sites	
Entire Facility (Excluding the RV Park)	\$2,800.00*	

***Multiple area rental discount**

****Bookings will be available no more than 45 days in advance**

*****Plus staffing fee outside of office hours**

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Easels	\$5.00	Each per event
Podium	\$25.00	Each per event
Stage	\$200.00	Each per event
Projector and Projector Screen	\$50.00	Each per event

UTILITY SERVICES

Electrical Drops	\$25.00 Each per event
RV Dump Station	\$10.00 Per vehicle

OVERNIGHT SERVICES

Stalls	\$25.00 Each per day
RV Site	\$35.00 Each per night <i>(RV Check-in: 8:00 A.M. RV Check-out: 8:00P.M. – 36 hour stay)</i>

EQUIPMENT AND SERVICE CHARGES

Roping Equipment	\$350.00 Per set-up
Rodeo Equipment	\$750.00 Per set-up
Extended Rental Fee	\$150.00 Per hour after Midnight
Custodial/Staffing Fee	\$20.00 Per hour (per staff, outside of regular office hours)
Forklift/Genie Lift with operator	\$50.00 Per hour
Tractor Drags	\$50.00 Per hour when drags are required less than 30 minutes apart
Set-up Fee	As required per event
Banner and Sign Hanging	As required per event

MISCELLANEOUS

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CONCESSION

DAILY RATE

Concession Building	\$50.00
Catering Kitchen	\$50.00
Temporary Food Permit	\$50.00
Alcohol Vendor Indoor Booth(s)	\$1,000.00
Alcohol Vendor Outdoor Booth(s)	\$1,500.00
Alcohol Vendor Complex Booth(s)	\$2,000.00

Berry Springs Park & Preserve							
Facility/Activity	Capacity	Description	Amenities	Original	Revised	Comments	
Tonkawa Pavilion	64	Half Day; 10 9am to 2 pm or 3 pm to 10 8 pm	Electricity	\$ 65		*\$55 w/ Park Pass	
		Full Day; 10 9 am to 10 8 pm	Electricity	\$ 100		*\$90 w/ Park Pass	
Birthday Mill Pavilion	32	Half Day; 10 9am to 2pm or 3pm to 8pm (or-sunset)	No Electricity	\$ 35		*\$25 w/ Park Pass	
		Full Day; 10 9am to 8pm (or-sunset)	No Electricity	\$ 50		*\$40 w/ Park Pass	
Amphitheater	55	Half Day; 9am to 2 pm or 3pm to 8pm	Electricity	\$ 50	\$ 35	*\$25 w/ Park Pass	
		Full Day; 10 am 9am to 8pm 9 pm	Electricity		\$ 50	*\$40 w/ Park Pass	
Fire Ring	80-55	5pm-9pm use period Half Day 9am to 2pm or 3pm to 8pm	No Electricity	60	\$ 65	*\$55 w/ Park Pass	
		Full Day; 9am to 8pm	No Electricity		\$ 100	*\$90 w/ Park Pass	
Tent Campsites	8/site	Sites 1, 3-10; 12-17 (per night)	No Electricity	\$ 20		*\$18 w/ Park Pass	
	16/site	Site 2 (double site) (per night)	No Electricity	\$ 30		*\$28 w/ Park Pass	
Primitive Tent Campsites	8/site	Sites 1-10 (per night)	No Electricity	8	\$ 10	*\$6 \$8 w/ Park Pass	
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		\$ 5			

Champion Park						
Facility/Activity	Capacity	Description	Amenities	Original	Revised	Comments
Pecan North Pavilion	72	Half Day; 9 am to 2 pm or 3 pm to 8 pm	Electricity	\$ 65		*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	\$ 100		*\$90 w/ Park Pass
Pecan South Pavilion	72	Half Day; 9 am to 2pm or 3 pm to 8 pm	Electricity	\$ 65		*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	\$ 100		*\$90 w/ Park Pass

Southwest Williamson County Regional Park							
Facility/Activity	Capacity	Description	Amenities	Original	Revised	Comments	
Pavilion A - Playscape	48	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65		*\$55 w/ Park Pass	
		Full Day, 9 am to 8 pm		\$ 100		*\$90 w/ Park Pass	
Pavilion B - Railroad	48	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65		*\$55 w/ Park Pass	
		Full Day, 9 am to 8 pm		\$ 100		*\$90 w/ Park Pass	
Boulder East Pavilion (Outside of Splash Pad)	72	Half Day; 10 am to 2 pm or 3 pm to 7 pm 9 am to 2pm or 3 pm to 8 pm		\$ 65		*\$55 w/ Park Pass	
		Full Day; 10 am to 7 pm 9am to 8 pm		\$ 100		*\$90 w/ Park Pass	
Boulder West Pavilion (Outside of Splash Pad)	72	Half Day; 10 am to 2 pm or 3 pm to 7 pm 9 am to 2pm or 3 pm to 8 pm		\$ 65		*\$55 w/ Park Pass	
		Full Day; 10 am to 7 pm 9am to 8 pm		\$ 100		*\$90 w/ Park Pass	
Pebble South Pavilion (Inside Splash Pad)	24	10 am to 2 1pm or 3 pm to 6pm closing		\$ 50		*\$40 w/ Park Pass	
Pebble North Pavilion (Inside Splash Pad)	24	10 am to 2 1pm or 3 pm to 6pm closing		\$ 50		*\$40 w/ Park Pass	
Splash Pad Entry		Daily Use Fee (per person)		\$ 2			
Softball Field North & South	practices, games, tournaments	Per 2 hours		\$ 30	\$ 40		
		Full Day Rental		\$ 125	\$ 175		
		Lights (per hour)		\$ 20	\$ 25		
		Field Prep - Infield Drag		\$ 18			
		Field Prep - Striping		\$ 18	\$ 20		
		Electricity (per day)		\$ 20			
Soccer Fields 1-5; 7-11	practices, games, tournaments	Fully lined field (per hour per playing field)		\$ 45	\$ 50		
		Lining for 2 half fields		\$ 30			
		Lights (per hour) (Fields 7, 8, 9)		\$ 20	\$ 25		
Stadium (Field 6) for Soccer Games	practices, games, tournaments	Fully lined field (per hour per playing field)		\$ 45	\$ 50		
		Fully lined field (per hour per field)		\$ 45			
		Lining for 2 half fields		\$ 30			
		Lights per hour		\$ 20	\$ 25		
Stadium (Field 6) for Football Games		Exclusive use of all interior amenities until 11pm		\$ 500			
		Staff time while facility in use (per hour)		\$ 25			
Basketball Courts - North		Full Day (3 courts; includes lights)		\$ 130			
Basketball Courts - South		Full Day (3 courts; includes lights)		\$ 130			
Basketball Courts		Single court per hour; includes lights if applicable			\$ 15		
Disc Golf		Daily Use Fee (per person)		\$ 1	\$ 2	*Free w/ Park Pass	
Disc Golf Tournament		Full day (includes use of entire course) + daily use fee per person		\$ 125			
Cricket Nets		Single lane per hour			\$ 15		
Cricket Field		Per hour			\$ 50		

River Ranch County Park						
Facility/Activity	Capacity	Description	Amenities	Original	Revised	Comments
Day Use Fee		12 and under		Free		
Day Use Fee		13 to 64 (per person)		\$ 2		*Free w/ Park Pass
Day Use Fee		65 and older		\$ 1		*Free w/ Park Pass
Day Use Fee		Disabled Veteran (Must present one of the following forms of verification: official Veteran ID Card (VIC) from Veterans Administration or Disabled Veterans, Purple heart, or Surviving Spouse license plates)		Free		
Day Use Fee		Military (Active, retired, separating military presenting one of the following forms of verification: Retiree Identification Card (RIC), Common Access Card (CAC), Veterans ID Card (VIC), Form DD214, or approved license plates as noted by TXDMV or similar from other state)		\$ 1		*Free w/ Park Pass
Equestrian Use Fee		Per person/per horse		\$ 8		*\$5 w/ Park Pass
Tent Campsite - Primitive (hike-in) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	12		*\$8 w/ Park Pass
Tent Campsite - (close to parking area) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	16		*\$12 w/ Park Pass
RV Campsite - 25 24	8	Per night/site - (no day use fee required with overnight camping)	Water/Electric; restrooms w/ showers in area	24		*\$20 w/ Park Pass
RV Campsite - 2	8	Per night/site - (no day use fee required with overnight camping)	Water-Electric-Sewer; restrooms w/ showers in area		\$ 30.00	*\$26 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		\$ 5		
Dump Station Use Fee		Dump only		\$ 10		
North Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	\$ 50		*\$40 w/ Park Pass
South Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	\$ 50		*\$40 w/ Park Pass
Day Use Area Pavilion	70	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65		*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm		\$ 100		*\$90 w/ Park Pass
Interpretive Center - Classroom/Conference Room/Amphitheater	149	Full Day; 8am-5pm		\$ 200		
		Extended use fee 5pm-9pm		\$ 40		**
Interpretive Center - Classroom/Conference Room	49	Full Day; 8am-5pm		\$ 100		
		Extended use fee 5pm-9pm		\$ 20		**
Amphitheater	100	Half Day; 8 am to 12 pm or 1 pm to 5 pm		\$ 60		
		Extended use fee 5pm-9pm		\$ 12	\$ 20	**
		Full Day; 8am-5pm		\$ 100		
		Extended use fee 5pm-9pm		\$ 20		**

Miscellaneous						
Facility/Activity	Capacity	Description	Amenities	Original	Revised	Comments
Overflow Parking		For Special Events - per vehicle		\$ 3		
Safety Cone Rental		For Special Events - per safety cone		\$ 1		
Clean-up Fee		Excessive cleanup of trash, spills, etc. at Pavilion (per hour)		\$ 25		
Administrative Fee		Reservation cancellations, modifications, changes (Per policy)		Variable		
Commercial Use Fee		For Commercial Activities/Business in Parks (gross revenue) (e.g. personal trainers, photographers, outdoor education classes, etc.)		10%		
Extended-Use-Fee**		For use of facilities after regular office hours; requires previous time period use		20%		
Concessions/Vendors Permit		Food, drink & merchandise sales in Parks. Advance approval and permit required. (per day) (e.g. Food trucks)		\$ 50		
Special Events (Specific Requests)		Staff (\$25/hour) + cost of resources		Variable		
Additional Lining of Athletic Fields		Cost of paint + staff time (\$25/hour) + equipment		Variable		
Fee Discount/Waiver		Allowable reasons: (Community/Special Event, Customer Service, Promotions, Weather Related, Volunteer Activity). (Per policy)		Variable		
Park Pass *	Benefits	Day use discount:		\$ 50		
		Unlimited day use at River Ranch for the cardholder and all guests in same vehicle (car, van, truck, motorcycle). (Entry by foot, bicycle, motorcycle = cardholder and up to 14 others entering in same manner). Cardholder must be present.				
		Overnight camping discounts:				
		Overnight camping discounts at Berry Springs & River Ranch				
		Overnight camping discount at Expo Center (restrictions apply)				
		Group facility discounts:				
		Pavilion rental discount at Berry Springs, SW Regional, Champion, River Ranch				
		Other discounts:				
		Unlimited day use of disc golf course (restrictions apply)				
		Discount on Open Arena Ride at Expo Center				
10% discount on Park Store purchases (when store operational)						
Equestrian Use Fee discount at River Ranch						
Park Pass Replacement		In the event visitor loses or damages annual pass card. Original card will be disabled when replacement card issued		\$ 15		

Berry Springs Park & Preserve					
Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Tonkawa Pavilion	64	Half Day; 9am to 2pm or 3pm to 8pm	Electricity	\$ 65	*\$55 w/ Park Pass
		Full Day; 9am to 8pm	Electricity	\$ 100	*\$90 w/ Park Pass
Birthday Mill Pavilion	32	Half Day; 9am to 2pm or 3pm to 8pm	No Electricity	\$ 35	*\$25 w/ Park Pass
		Full Day; 9am to 8pm	No Electricity	\$ 50	*\$40 w/ Park Pass
Amphitheater	55	Half Day; 9am to 2 pm or 3pm to 8pm	Electricity	\$ 35	*\$25 w/ Park Pass
		Full Day; 9am to 8pm	Electricity	\$ 50	*\$40 w/ Park Pass
Fire Ring	55	Half Day 9am to 2pm or 3pm to 8pm	No Electricity	\$ 65	*\$55 w/ Park Pass
		Full Day; 9am to 8pm	No Electricity	\$ 100	*\$90 w/ Park Pass
Tent Campsites	8/site	Sites 1, 3-10; 12-17 (per night)	No Electricity	\$ 20	*\$18 w/ Park Pass
	16/site	Site 2 (double site) (per night)	No Electricity	\$ 30	*\$28 w/ Park Pass
Primitive Tent Campsites	8/site	Sites 1-10 (per night)	No Electricity	\$ 10	*\$8 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		\$ 5	

Champion Park					
Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Pecan North Pavilion	72	Half Day; 9 am to 2 pm or 3 pm to 8 pm	Electricity	\$ 65	*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	\$ 100	*\$90 w/ Park Pass
Pecan South Pavilion	72	Half Day; 9 am to 2pm or 3 pm to 8 pm	Electricity	\$ 65	*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm	Electricity	\$ 100	*\$90 w/ Park Pass

Southwest Williamson County Regional Park					
Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Pavilion A - Playscape	48	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65	*\$55 w/ Park Pass
		Full Day, 9 am to 8 pm		\$ 100	*\$90 w/ Park Pass
Pavilion B - Railroad	48	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65	*\$55 w/ Park Pass
		Full Day, 9 am to 8 pm		\$ 100	*\$90 w/ Park Pass
Boulder East Pavilion (Outside of Splash Pad)	72	Half Day; 9am to 2pm or 3 pm to 8pm		\$ 65	*\$55 w/ Park Pass
		Full Day; 9am to 8pm		\$ 100	*\$90 w/ Park Pass
Boulder West Pavilion (Outside of Splash Pad)	72	Half Day; 9am to 2pm or 3pm to 8pm		\$ 65	*\$55 w/ Park Pass
		Full Day; 9am to 8pm		\$ 100	*\$90 w/ Park Pass
Pebble South Pavilion (Inside Splash Pad)	24	10am to 1pm or 3 pm to 6pm		\$ 50	*\$40 w/ Park Pass
Pebble North Pavilion (Inside Splash Pad)	24	10am to 1pm or 3 pm to 6pm		\$ 50	*\$40 w/ Park Pass
Splash Pad Entry		Daily Use Fee (per person)		\$ 2	
Softball Field North & South	practices, games, tournaments	Per 2 hours		\$ 40	
		Full Day Rental		\$ 175	
		Lights (per hour)		\$ 25	
		Field Prep - Striping		\$ 20	
		Scoreboard use per day (Tournament & League Games Only)		\$ 50	
Soccer Fields 1-5; 7-11	practices, games, tournaments	Fully lined field (per hour per playing field)		\$ 50	
		Lights (per hour) (Fields 7, 8, 9)		\$ 25	
Stadium (Field 6) for Soccer Games	practices, games, tournaments	Fully lined field (per hour per playing field)		\$ 50	
		Lights per hour		\$ 25	
Stadium (Field 6) for Football Games		Exclusive use of all interior amenities until 11pm		\$ 500	
		Staff time while facility in use (per hour)		\$ 25	
Basketball Courts		Single court per hour; includes lights if applicable		\$ 15	
Disc Golf		Daily Use Fee (per person)		\$ 2	*Free w/ Park Pass
Disc Golf Tournament		Full day (includes use of entire course) + daily use fee per person		\$ 125	
Cricket Nets		Single lane per hour		\$ 15	
Cricket Field		Per hour		\$ 50	

River Ranch County Park					
Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Day Use Fee		12 and under		Free	
Day Use Fee		13 to 64 (per person)		\$ 2	*Free w/ Park Pass
Day Use Fee		65 and older		\$ 1	*Free w/ Park Pass
Day Use Fee		Disabled Veteran (Must present one of the following forms of verification: official Veteran ID Card (VIC) from Veterans Administration or Disabled Veterans, Purple heart, or Surviving Spouse license plates)		Free	
Day Use Fee		Military (Active, retired, separating military presenting one of the following forms of verification: Retiree Identification Card (RIC), Common Access Card (CAC), Veterans ID Card (VIC), Form DD214, or approved license plates as noted by TXDMV or similar from other state)		\$ 1	*Free w/ Park Pass
Equestrian Use Fee		Per person/per horse		\$ 8	*\$5 w/ Park Pass
Tent Campsite - Primitive (hike-in) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	\$ 12	*\$8 w/ Park Pass
Tent Campsite - (close to parking area) - 25	8	Per night/site - (no day use fee required with overnight camping)	Pit toilet in area	\$ 16	*\$12 w/ Park Pass
RV Campsite - 24	8	Per night/site - (no day use fee required with overnight camping)	Water/Electric; restrooms w/ showers in area	\$ 24	*\$20 w/ Park Pass
RV Campsite - 2	8	Per night/site - (no day use fee required with overnight camping)	Water-Electric-Sewer; restrooms w/ showers in area	\$ 30	*\$26 w/ Park Pass
Excess Vehicles for Campsites		Per vehicle after combination of either 2 vehicles or 1 vehicle & trailer or boat		\$ 5	
Dump Station Use Fee		Dump only		\$ 10	
North Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	\$ 50	*\$40 w/ Park Pass
South Pavilion - Camping Area	32	Use fee; 9am - 8pm (reservation holder to specify time usage)	Electricity	\$ 50	*\$40 w/ Park Pass
Day Use Area Pavilion	70	Half Day; 9 am to 2 pm or 3 pm to 8 pm		\$ 65	*\$55 w/ Park Pass
		Full Day; 9 am to 8 pm		\$ 100	*\$90 w/ Park Pass
Interpretive Center - Classroom/Conference Room/Amphitheater	149	Full Day; 8am-5pm		\$ 200	
		Extended use fee 5pm-9pm		\$ 40	
Interpretive Center - Classroom/Conference Room	49	Full Day; 8am-5pm		\$ 100	
		Extended use fee 5pm-9pm		\$ 20	
Amphitheater	100	Half Day; 8 am to 12 pm or 1 pm to 5 pm		\$ 60	
		Extended use fee 5pm-9pm		\$ 20	
		Full Day; 8am-5pm		\$ 100	
		Extended use fee 5pm-9pm		\$ 20	

Miscellaneous					
Facility/Activity	Capacity	Description	Amenities	Fee	Comments
Overflow Parking		For Special Events - per vehicle		\$ 3	
Safety Cone Rental		For Special Events - per safety cone		\$ 1	
Clean-up Fee		Excessive cleanup of trash, spills, etc. at Pavilion (per hour)		\$ 25	
Administrative Fee		Reservation cancellations, modifications, changes (Per policy)		Variable	
Commercial Use Fee		For Commercial Activities/Business in Parks (gross revenue) (e.g. personal trainers, photographers, outdoor education classes, etc.)		10%	
Concessions/Vendors Permit		Food, drink & merchandise sales in Parks. Advance approval and permit required. (per day) (e.g. Food trucks)		\$ 50	
Special Events (Specific Requests)		Staff (\$25/hour) + cost of resources		Variable	
Additional Lining of Athletic Fields		Cost of paint + staff time (\$25/hour) + equipment		Variable	
Fee Discount/Waiver		Allowable reasons: (Community/Special Event, Customer Service, Promotions, Weather Related, Volunteer Activity). (Per policy)		Variable	
Park Pass *	Benefits	<u>Day use discount:</u>			
		Unlimited day use at River Ranch for the cardholder and all guests in same vehicle (car, van, truck, motorcycle). (Entry by foot, bicycle, motorcycle = cardholder and up to 14 others entering in same manner). Cardholder must be present.			
		<u>Overnight camping discounts:</u>			
		Overnight camping discounts at Berry Springs & River Ranch			
		Overnight camping discount at Expo Center (restrictions apply)			\$ 50
		<u>Group facility discounts:</u>			
		Pavilion rental discount at Berry Springs, SW Regional, Champion, River Ranch			
		<u>Other discounts:</u>			
		Unlimited day use of disc golf course (restrictions apply)			
		Discount on Open Arena Ride at Expo Center			
10% discount on Park Store purchases (when store operational)					
Equestrian Use Fee discount at River Ranch					
Park Pass Replacement		In the event visitor loses or damages annual pass card. Original card will be disabled when replacement card issued		\$ 15	

Commissioners Court - Regular Session

47.

Meeting Date: 09/21/2021

Parks Department Reservation Cancellation and Refund Policy

Submitted For: Russell Fishbeck

Submitted By: Russell Fishbeck, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the revised Parks Department reservation cancellation and refund policy.

Background

The Parks Department revised the reservation cancellation and refund policy by clarifying procedures associated with sports fields reservations.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Wilco Parks Cancellation Policy-rev 10.1.21 - redline

Wilco Parks Cancellation Policy-rev 10.1.21 - Final

Form Review

Inbox

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

09/16/2021 08:21 AM

Form Started By: Russell Fishbeck

Started On: 09/15/2021 04:31 PM

Final Approval Date: 09/16/2021



Parks Department

Reservation Cancellation/Refund Policy

Revised: October 1, 2021

Reservations for specific campsites, group facilities (Pavilions, Amphitheater, Fire Ring) and sports fields can be made up to 365 days in advance for the following Williamson County Parks:

- Berry Springs Park & Preserve
- Champion Park
- River Ranch County Park
- Southwest Williamson County Regional Park

Additional reservation information is located at: <http://www.wilco.org/parks>

Reservation information for the Expo Center is located at: <https://www.wilcoexpo.com/p/rentals>

Administrative charges and facility use fees are subject to change at any time. If fees change, the fees in effect when the reservation was confirmed is the fee(s) that will be apply.

CHANGING OR CANCELLING A RESERVATION

Overnight camping:

1. Payment is required at time of reservation in order to confirm a reservation(s).
2. A **one-time** reservation change or cancellation is allowed without an administrative charge if the change or cancellation is greater than 14 days in advance of arrival date.
3. Reservation changes 14 days or less from arrival date will be assessed an administrative charge of \$10 per campsite, up to a maximum charge of \$50 when the reservation includes multiple campsites.
 - a. If the total reservation cost is less than \$10, the administrative charge will be the cost of the reservation.
4. Reservation cancellations 14 days or less from arrival date will result in forfeiture of entire amount paid.

Group Facilities (Pavilions, Amphitheater, Fire Ring)

1. Payment is required at time of reservation in order to confirm a reservation(s).
2. A **one-time** reservation change or cancellation is allowed without an administrative charge if the change or cancellation is greater than 14 days in advance of arrival date.
3. Reservation changes 14 days or less from arrival date will be assessed an administrative charge of \$10 per group facility (e.g. pavilion, amphitheater, fire ring).
4. Reservation cancellations 14 days or less from arrival date will result in forfeiture of entire amount paid.

Sports Fields

1. Upon receipt **and review** of a **reservation request**, an invoice **with booking details** will be **generated and sent for you** to verify the **accuracy of** information. Verification and changes, **along with payment**, are due **by the date noted on the invoice within two (2) business days of issuance of the invoice**. If payment is not received **by that date within two (2) days**, the reservation request will be cancelled without notification.
2. A **one-time** reservation change or cancellation is allowed without being assessed an administrative charge if the change or cancellation is 61 days or more from arrival date.
3. **Subsequent** reservation change(s) or cancellation(s) will be assessed an administrative charge as follows:
 - a. 25% of amount paid for Sports Field(s) rental if change or cancellation is between 31-60 days from arrival date. (cancellation fee does not apply to light rental or field preparations)
 - b. 50% of amount paid for Sports Field(s) rental if change or cancellation is between 15-30 days from arrival date. (cancellation fee does not apply to light rental or field preparations)
 - c. 100% of amount paid for Sports Field(s) rental if change or cancellation is 14 days or less from arrival date. (cancellation fee does not apply to light rental or field preparations)
4. Reservation changes must be **rescheduled** within the respective sport season (e.g. spring, fall, etc.)

RAINOUTS

Be sure to call the rainout number (512-943-3366) on inclement weather days to confirm field playing conditions.

If your reservation for field rental is “rained out” due to inclement weather, it is your responsibility to contact the Parks HQ at 512-943-1920 within 7 calendar days from the date of your field reservation to reschedule or request a refund; otherwise your reservation fee will be forfeited.

EXTENUATING CIRCUMSTANCES

The Parks Department reserves the right to cancel reservation(s) due to conditions and situations beyond our control. Some examples of when this might apply are related to extreme weather conditions, unexpected maintenance/repairs and interrupted utility system operations. In these cases, a full refund will be issued for any unused portion(s) of the reservation. Advanced notice will be issued as soon as possible.

PAYMENT METHODS

Reservation payments can be made as follows:

- Cash
- Checks (payable to Williamson County)
 - Returned checks will be assessed a \$30 fee.
- Credit/Debit Cards
 - Visa, Mastercard, Discover



Parks Department

Reservation Cancellation/Refund Policy

Revised: October 1, 2021

Reservations for specific campsites, group facilities (Pavilions, Amphitheater, Fire Ring) and sports fields can be made up to 365 days in advance for the following Williamson County Parks:

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- Champion Park
- River Ranch County Park
- Southwest Williamson County Regional Park

Additional reservation information is located at: <http://www.wilco.org/parks>

Reservation information for the Expo Center is located at: <https://www.wilcoexpo.com/p/rentals>

Administrative charges and facility use fees are subject to change at any time. If fees change, the fees in effect when the reservation was confirmed is the fee(s) that will be apply.

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 - b. 50% of amount paid for Sports Field(s) rental if change or cancellation is between 15-30 days from arrival date. (cancellation fee does not apply to light rental or field preparations)
 - c. 100% of amount paid for Sports Field(s) rental if change or cancellation is 14 days or less from arrival date. (cancellation fee does not apply to light rental or field preparations)
4. Reservation changes must be **rescheduled** within the respective sport season (e.g. spring, fall, etc.)

RAINOOTS

Be sure to call the rainout number (512-943-3366) on inclement weather days to confirm field playing conditions.

If your reservation for field rental is “rained out” due to inclement weather, **it is your responsibility** to contact the Parks HQ at 512-943-1920 within 7 calendar days from the date of your field reservation to reschedule or request a refund; **otherwise your reservation fee will be forfeited.**

EXTENUATING CIRCUMSTANCES

The Parks Department reserves the right to cancel reservation(s) due to conditions and situations beyond our control. Some examples of when this might apply are related to extreme weather conditions, unexpected maintenance/repairs and interrupted utility system operations. In these cases, a full refund will be issued for any unused portion(s) of the reservation. Advanced notice will be issued as soon as possible.

PAYMENT METHODS

Reservation payments can be made as follows:

- Cash
- Checks (payable to Williamson County)
 - Returned checks will be assessed a \$30 fee.
- Credit/Debit Cards
 - Visa, Mastercard, Discover

Commissioners Court - Regular Session

48.

Meeting Date: 09/21/2021

Liberty Hill Adult Probation Modular Building Delivery and Setup

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the the service agreement and all associated documents for the Liberty Hill Adult Probation Modular Building Delivery and Setup with Palomar Modular Buildings, LLC, in the amount of \$240,884.00, per TIPS Contract #21020201 and authorizing the execution of all documents.

Background

As a direct result of the COVID-19 Pandemic hardships on social structures and public services in our community, an increased and immediate need has arisen to create capacity for the Adult Probation program of Williamson County on the west side of the County.

To address this capacity need, the Liberty Hill Adult Probation Modular building will be installed to accommodate those individuals that have been assigned probation. The social distancing requirements in the jail facility due to COVID-19 has created a backlog of probation cases. The modular building will create space to accommodate these individuals that meet with their probation support team. A ten-year life expectancy is expected from this building installation.

The size of this modular building is 56'x72', manufactured and delivered. This building will be built in compliance with the International Building, Plumbing and Mechanical Codes, Americans with Disabilities Act, and the National Electric Code. The building will be engineered to meet local floor and roof load requirements and will have electrical, heating and cooling loads sized in accordance with code.

CARES Act funds shall be used for this project. The department point of contact is Dale Butler. The budgeted, not to exceed amount is \$240,884.00

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

County and FEMA Addendum and Proposal

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 09/16/2021

Reviewed By

Joy Simonton
Becky Pruitt

Date

09/16/2021 10:54 AM
09/16/2021 10:56 AM
Started On: 09/15/2021 02:03 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**Services Contract
for
Liberty Hill Adult Probation Modular Building
Delivery and Set Up
(Palomar Modular Buildings LLC - TIPS Contract #21020201)**

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, and the Texas Transportation Code, the Texas Health & Safety Code.

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 **Palomar Modular Buildings LLC** (hereinafter “Service Provider”), with mailing address at 505 North I-35 East, DeSoto, Texas 75115 (phone 469.727.0727). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

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 Price Proposal, dated September 9, 2021 which is incorporated herein as if copied in full;
- B. Project Specifications and Statement of Work, dated September 3, 2021, which is incorporated herein as if copied in full;
- C. TIPS Contract #21020201;
- D. County Addendum for Purchase of Goods and Services During Covid-19 Operations (Federal Emergency Management Agency “FEMA” Requirements); and
- E. 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 Price Proposal (Model# PS-022-CE), dated September 9, 2021 which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$240,884.00, 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 <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

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

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

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

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY’S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY’S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “INDEMNITEES”) FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, ARISING OUT

OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

As described in the Price Proposal, dated September 9, 2021 and Project Specifications and Statement of Work, dated September 3, 2021, which are both incorporated herein as if copied in full.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above. The parties expressly understand that the project timeline shall be completed no later than the end of The County's current fiscal year, which is September 30, 2021.

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:

Service Provider:

Hon. Bill Gravell
Williamson County Judge

John Martin

Authorized Representative

Date: _____, 20____

Date: September 13, 2021

Exhibit(s)
Price Proposal, dated September 9, 2021 and
Project Specifications and Statement of Work, dated September 3, 2021
(Both incorporated herein as if copied in full)

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR PURCHASE OF
GOODS AND SERVICES
DURING COVID-19 OPERATIONS
(Federal Emergency Management
Agency “FEMA” Requirements)**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “The County” or “Williamson County” or “Buyer”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Palomar Modular Buildings LLC (hereinafter "Service Provider"). Customer agrees to engage Service Provider as an independent Contractor, to assist in providing certain goods or operational services pursuant to the following terms, conditions, and restrictions:

I.

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

- A. As described in the attached Price Proposal, dated September 9, 2021 which is incorporated herein as if copied in full;
- B. Project Specifications and Statement of Work, dated September 3, 2021, which is incorporated herein as if copied in full;
- C. TIPS Contract #21020201;
- D. Standard Williamson County Agreement Addendum;
- E. County Addendum for Purchase of Goods and Services During Covid-19 Operations (Federal Emergency Management Agency “FEMA” Requirements); and
- F. Any required insurance certificates evidencing required coverages.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

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

V.

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.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

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 Agreement; (2) the date the performance of the service under the Agreement 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.

VIII.

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

IX.

Right to Audit: Service Provider agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of 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 Customer 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. Customer shall give Service Provider reasonable advance notice of intended audits. In no circumstances will Service Provider be required to create or maintain documents not kept in the ordinary course of Service Provider's business operations, nor will Service Provider be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

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

XI.

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

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance:

Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Service Provider agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Service Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Service Provider is required to verify that none of the Service Provider’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Service Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Service Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Service Provider, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Service Provider, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Service Provider shall make maximum use of products containing recovered materials that are

EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Service Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Service Provider agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Service Provider which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Service Provider agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Service Provider acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Service Provider shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement

that FEMA financial assistance will be used to fund all or a portion of the agreement. The Service Provider will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended):

Service Providers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Service Provider, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Service Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider’s actions pertaining to this Agreement.

XXII.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party’s execution below.

WILLIAMSON COUNTY:

Service Provider:

Authorized Signature

Date: _____, 2021

John Martin

Authorized Signature

Date: September 15, 2021



505 North I-35 East, DeSoto, Texas 75115 P 469.727.0727 F 469.727.0728 866.912.4587 www.palomarmodularbuildings.com

September 9, 2021

Williamson County
Georgetown, TX

Dale,

Thank you for your interest in Palomar Modular Buildings, LLC. The price reflected below, for a new **56' x 72' Administration Building** (nominal dimensions), manufactured, delivered, and set in Georgetown, TX is based on the attached specifications and your floor plan.

The purchase price as specified is **\$240,884.00**. The price does not include poured concrete footers, canopies, handicap ramps, steps, gutters, self-contained fire alarm, low voltage equipment, utility hookups, site work, taxes or permits. It is assumed that the site can support the building, is relatively level and easily accessible.

TIPS Contract #21020201

The building will be built in compliance with the International Building, Plumbing and mechanical codes, Americans with Disabilities Act, and the National Electric Code. The building will be engineered to meet local floor and roof load requirements and will have electrical, heating and cooling loads sized in accordance with code. Cost to comply with local codes beyond the attached floor plan and specifications is the responsibility of the owner.

Due to the volatility in lumber and other commodity markets we can only honor prices for 30 days.

Our payment terms are 50% due upon execution on PO or Contract, 40% due upon completion of manufacturing at PMB and 10% when the building is accepted or occupied, whichever comes first.

Sincerely,

Guy Cruce
Business Developer
Palomar Modular Buildings LLC
469-727-0727 (o)

Commissioners Court - Regular Session

49.

Meeting Date: 09/21/2021

DOI Projects and Issues

Submitted For: Robert Daigh

Submitted By: Vicky Edwards,
Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/23/2021

Reviewed By

Becky Pruitt

Date

08/23/2021 04:16 PM

Started On: 08/23/2021 04:04 PM

Commissioners Court - Regular Session

50.

Meeting Date: 09/21/2021

September 2021 Construction Summary Report

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the September 2021 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

September 2021 Monthly Update

September 2021 Monthly CSR

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mayra Ramos

Final Approval Date: 09/16/2021

Reviewed By

Becky Pruitt

Date

09/16/2021 09:38 AM

Started On: 09/15/2021 11:05 AM



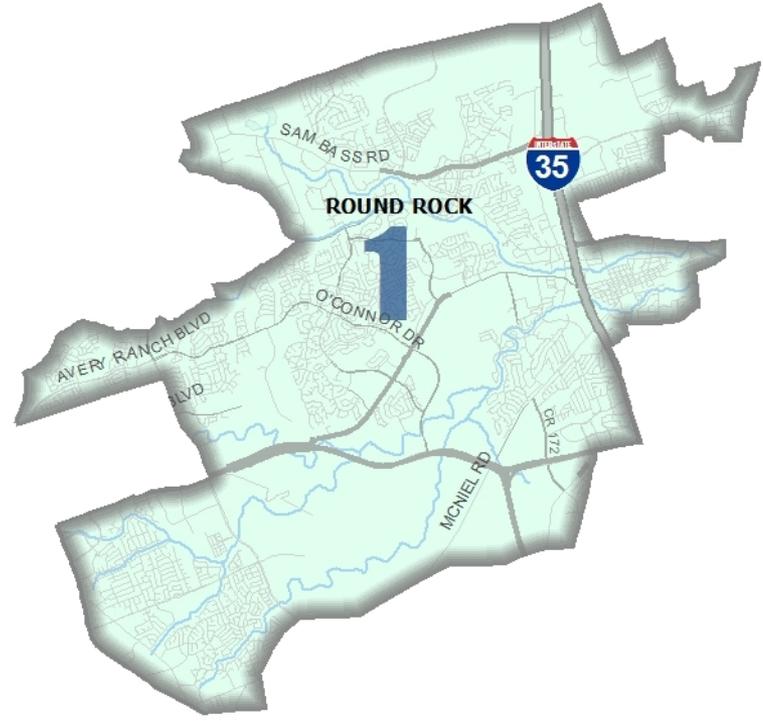
Williamson County Commissioners Court

Road Bond Program
September 21, 2021





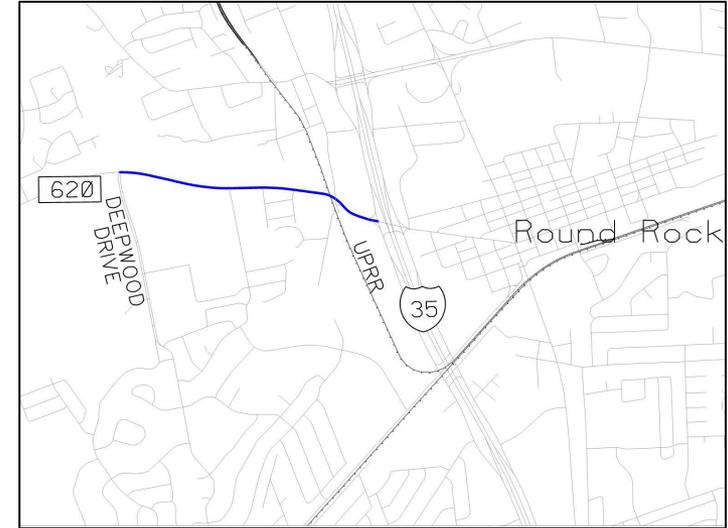
Precinct 1



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2022



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = \$27,468,703.67

Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

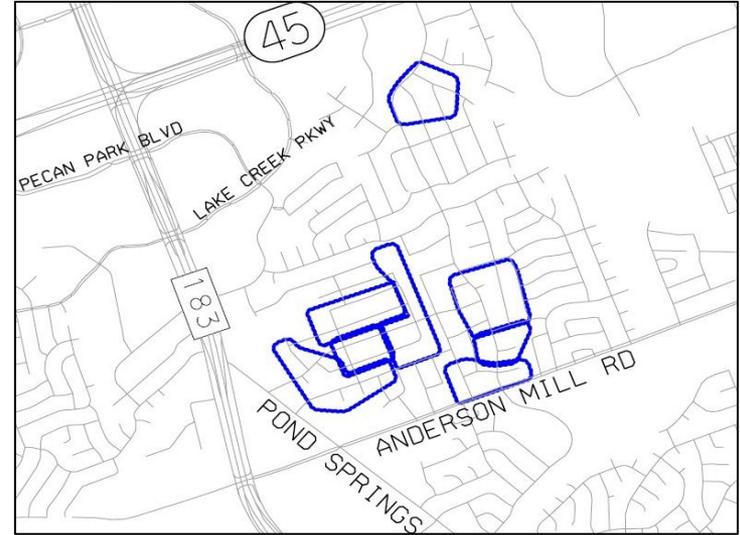


RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



Forest North Phase 3 Drainage Improvements

Anticipated Completion
Early 2022



Original Contract Price = \$4,793,058.15

Total Change Orders to Date = \$87,744.37

Adjusted Contract Price = \$4,880,802.52

Expenditures to Date = \$3,787,788.99 (78%)

Forest North Phase 3 Drainage Improvements



Forest North Phase 3 Drainage Improvements



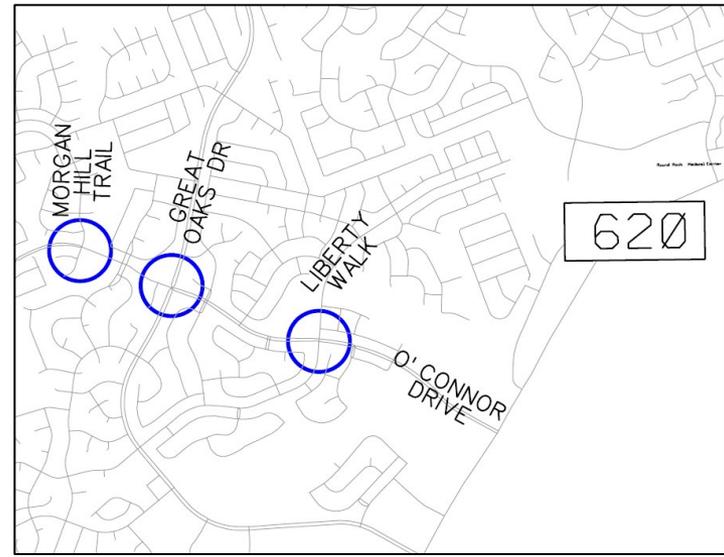


Forest North Phase 3 Drainage Improvements



O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)

Anticipated Completion
Fall 2021



Original Contract Price = \$853,503.50

Total Change Orders to Date = \$131,055.38

Adjusted Contract Price = \$984,558.88

Expenditures to Date = \$792,333.64 (80%)

O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)



O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)

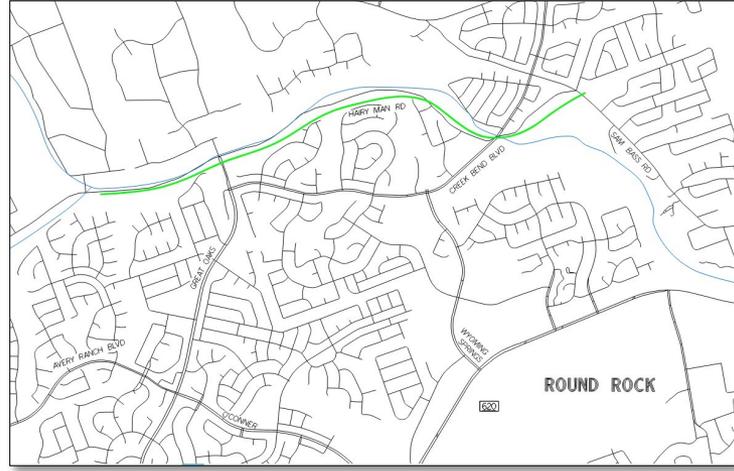


O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)



Hairy Man Road / Brushy Creek Road Safety Improvements

Anticipated Completion
Winter 2021



Original Contract Price = \$3,964,380.00
Total Change Orders to Date = \$9,904.00
Adjusted Contract Price = \$3,974,284.00
Expenditures to Date = \$3,121,917.92 (79%)

Hairy Man Road / Brushy Creek Road Safety Improvements



Hairy Man Road / Brushy Creek Road Safety Improvements

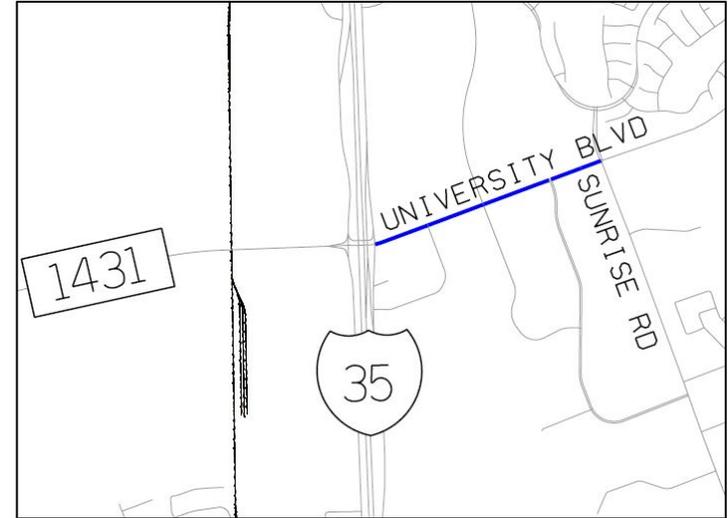


Hairy Man Road / Brushy Creek Road Safety Improvements



University Boulevard Widening (IH 35 to Sunrise Road)

Anticipated Completion
Early 2022



Partnership with the City of Round Rock

Original Contract Amount = \$12,135,410.45

Construction is managed by the City of Round Rock



University Boulevard Widening (IH 35 to Sunrise Road)





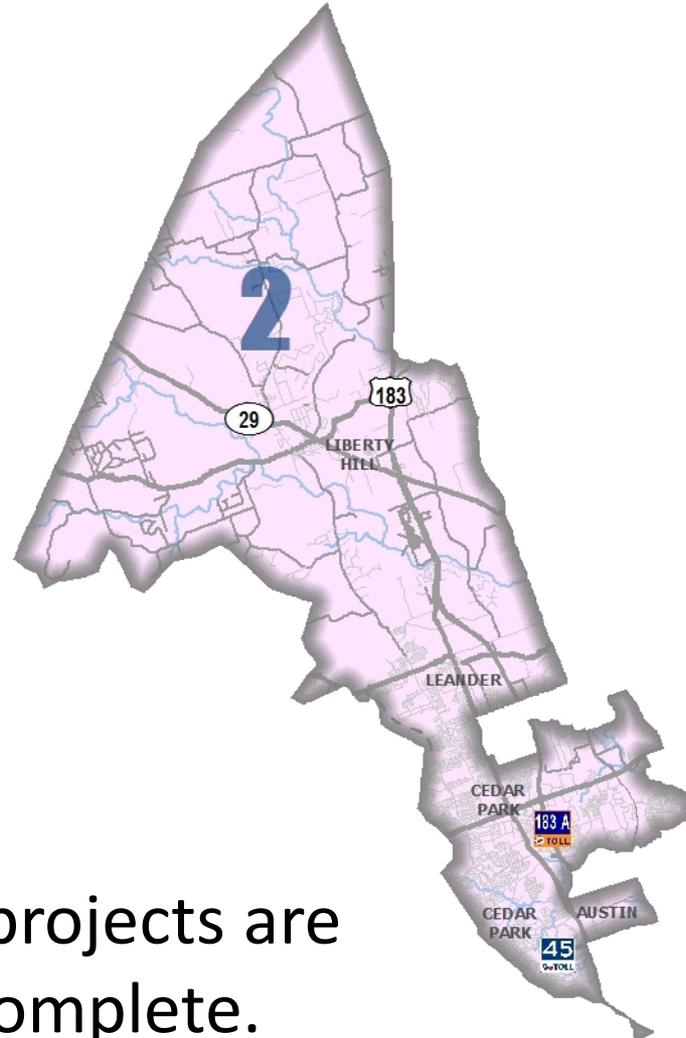
University Boulevard Widening (IH 35 to Sunrise Road)



University Boulevard Widening (IH 35 to Sunrise Road)

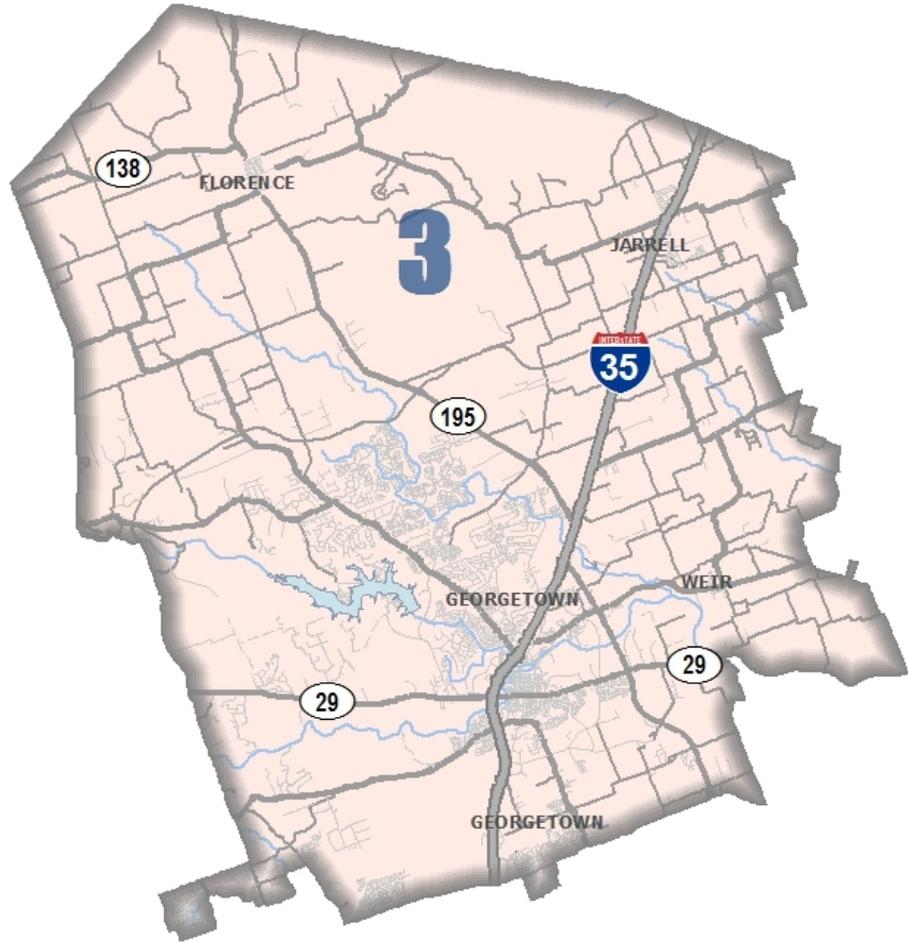


Precinct 2



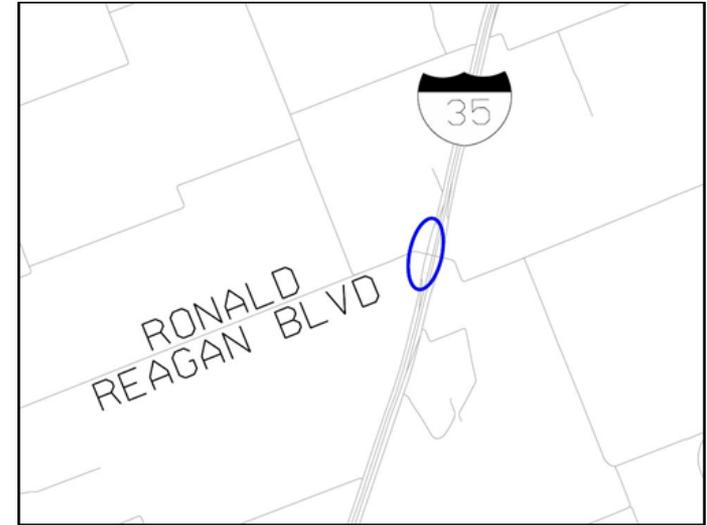
All construction projects are substantially complete.

Precinct 3



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Anticipated Completion
Fall 2021



Partnership TxDOT

Original Contract Amount = \$15,048,229.93

Construction is managed by TxDOT

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

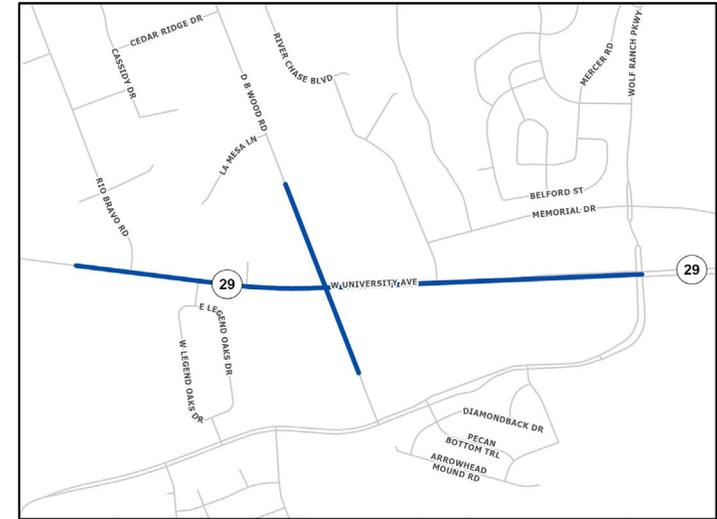


Ronald Reagan Boulevard at IH 35 (Bridge Replacement)



(DB Woods Intersection)

Anticipated Completion
Fall 2022



Partnership TxDOT

Original Contract Amount = \$5,548,287.93

Construction is managed by TxDOT

SH 29 (DB Woods Intersection)



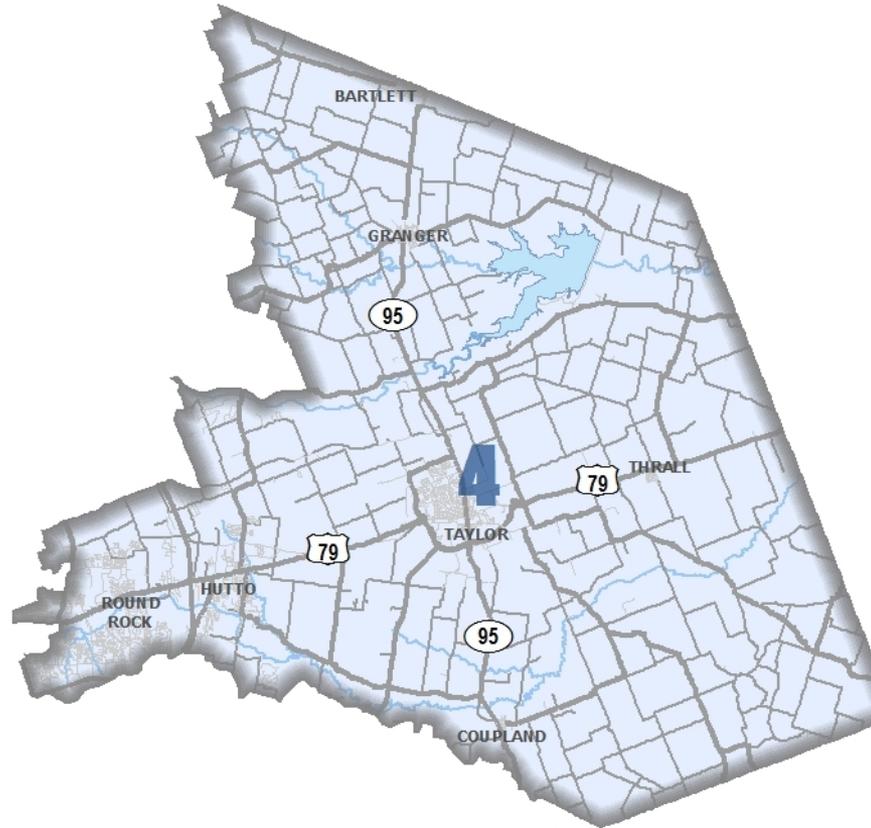
SH 29 (DB Woods Intersection)



SH 29 (DB Woods Intersection)



Precinct 4



(US 79 to North of Chandler Road)

Anticipated Completion

Fall 2021



Original Contract Amount = \$13,092,842.00

Total Change Orders = \$0.00

Adjusted Contract Price = \$13,092,842.00

Expenditures to Date = \$7,835,075.13 (59%)

CR 101 (US 79 to North of Chandler Road)



CR 101 (US 79 to North of Chandler Road)

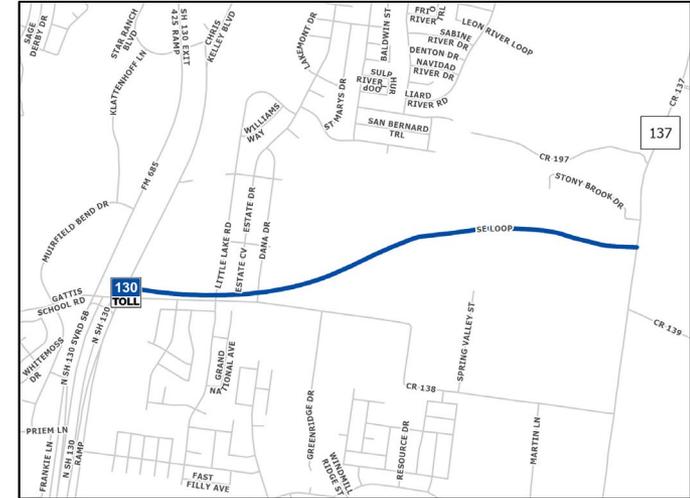


CR 101 (US 79 to North of Chandler Road)



Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Anticipated Completion
Fall 2022



Original Contract Amount = \$11,526,789.09

Total Change Orders = \$148,710.35

Adjusted Contract Price = \$11,675,499.44

Expenditures to Date = \$852,678.96 (7%)



Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)





Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

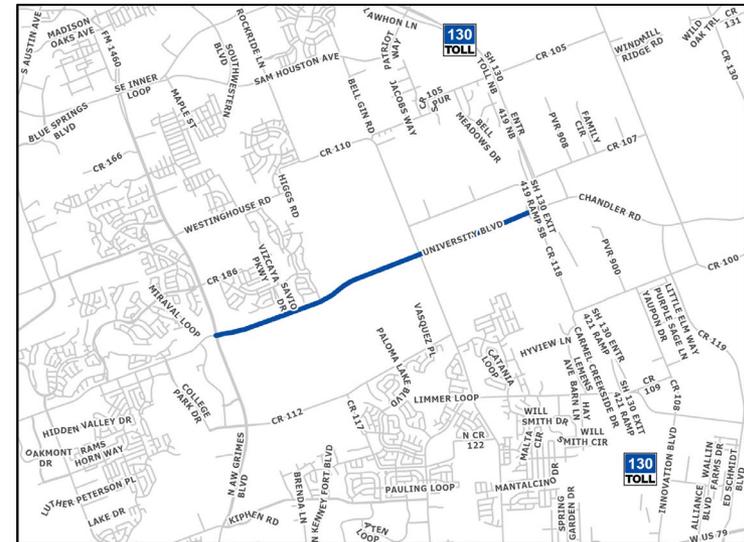


Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



University Boulevard Expansion (Chandler Road)

Anticipated Completion
Spring 2022



Partnership with the City of Round Rock
Original Contract Amount = \$11,104,890.49
Construction is managed by the City of Round Rock



University Boulevard Expansion (Chandler Road)





University Boulevard Expansion (Chandler Road)



University Boulevard Expansion (Chandler Road)





ROAD BOND PROGRAM

Construction Summary Report

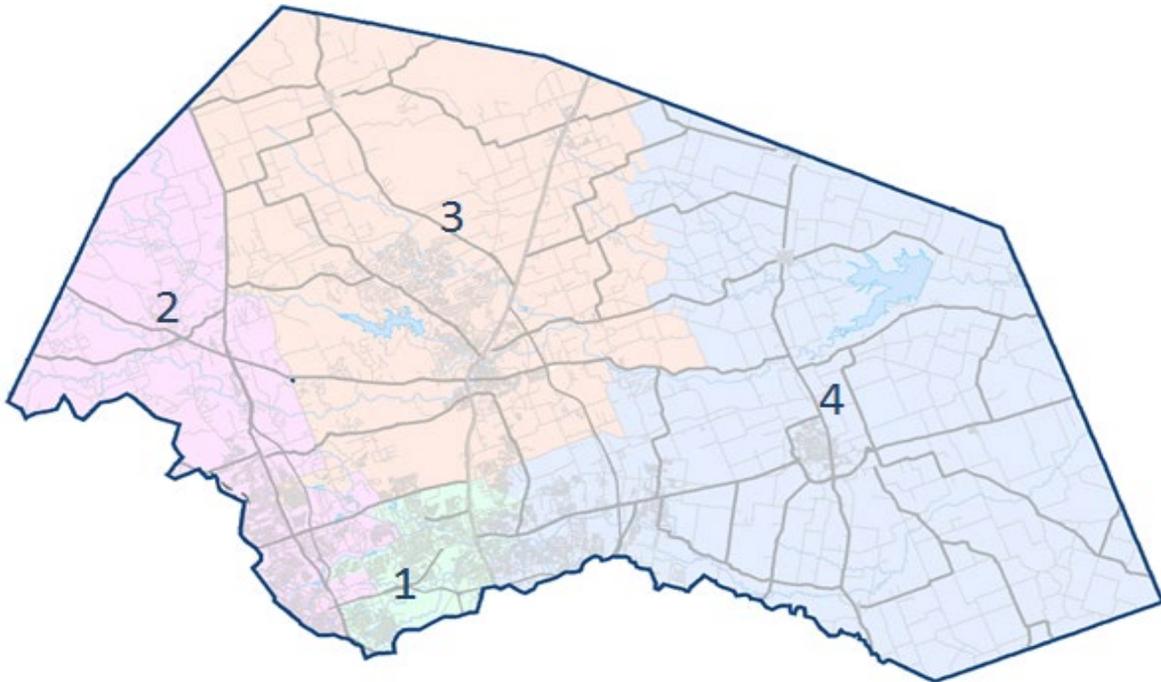
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

September 2021

WWW.ROADBOND.ORG

Volume XX - Issue No.09



Presented By:



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WILLIAMSON COUNTY

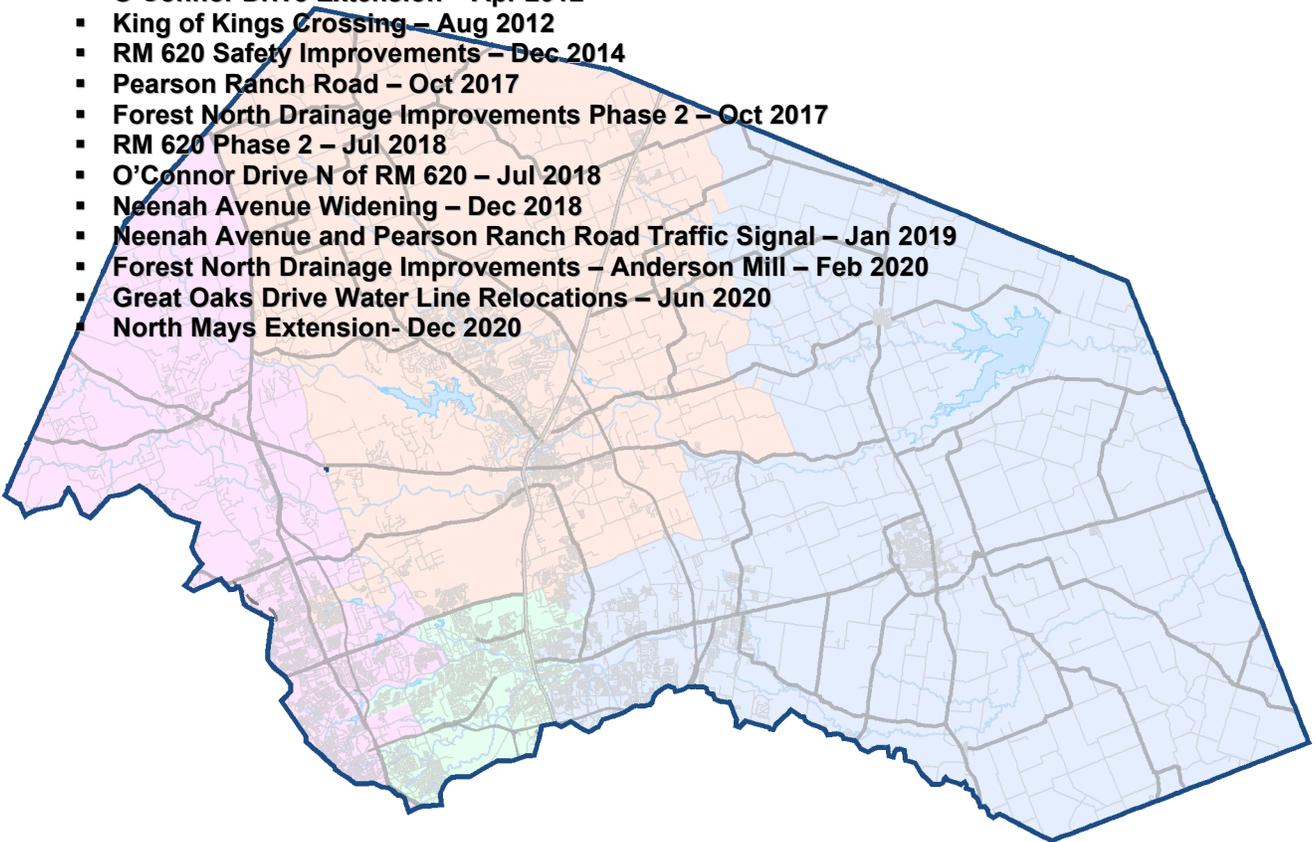
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2021

Precinct 1

- Pond Springs Road (signal) – Apr 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 at Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014
- Pearson Ranch Road – Oct 2017
- Forest North Drainage Improvements Phase 2 – Oct 2017
- RM 620 Phase 2 – Jul 2018
- O'Connor Drive N of RM 620 – Jul 2018
- Neenah Avenue Widening – Dec 2018
- Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019
- Forest North Drainage Improvements – Anderson Mill – Feb 2020
- Great Oaks Drive Water Line Relocations – Jun 2020
- North Mays Extension- Dec 2020



WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2021

Precinct 2

- RM 1869 at SH 29 (signal) – Aug 2002
- River Bend Oaks – Feb 2003
- County Road 175 – Jun 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 at CR 274 – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 at FM 3405 Traffic Signal – Mar 2010
- US 183 at FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015
- County Road 258 – Jul 2017
- County Road 200 at Bold Sundown – Oct 2018
- Ronald Reagan at Santa Rita Ranch – Feb 2019
- CR 200 at SH 29 / Loop 332 – Jul 2019
- Lakeline Right Turn Lanes – Aug 2019
- Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020
- San Gabriel Ranch Road Bridge – Mar 2020
- Corridor F / US 183 Planning - Jan 2021
- Seward Junction Improvements – Mar 2021

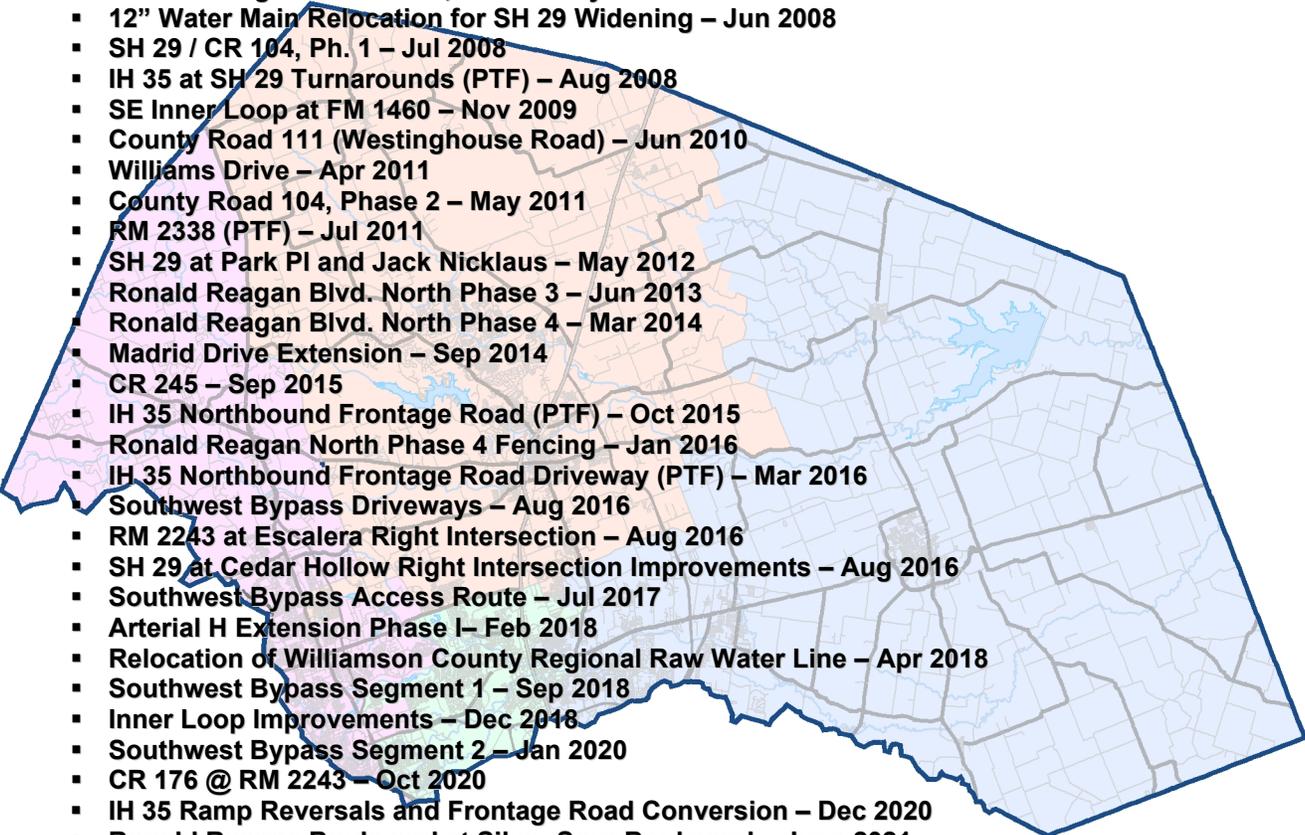
WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2021

Precinct 3

- 
- Cedar Hollow at SH 29 (signal) – Aug 2002
 - Georgetown Inner Loop Project 2 – Aug 2003
 - Georgetown Inner Loop Project 1 – Jun 2004
 - Georgetown Inner Loop East Extension – Sep 2004
 - County Road 152 Bridge Replacement – Sep 2004
 - Inner Loop East (CR 151 to Bus 35) – Oct 2005
 - Ronald Reagan Blvd North, Ph. 2 – May 2008
 - 12" Water Main Relocation for SH 29 Widening – Jun 2008
 - SH 29 / CR 104, Ph. 1 – Jul 2008
 - IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
 - SE Inner Loop at FM 1460 – Nov 2009
 - County Road 111 (Westinghouse Road) – Jun 2010
 - Williams Drive – Apr 2011
 - County Road 104, Phase 2 – May 2011
 - RM 2338 (PTF) – Jul 2011
 - SH 29 at Park Pl and Jack Nicklaus – May 2012
 - Ronald Reagan Blvd. North Phase 3 – Jun 2013
 - Ronald Reagan Blvd. North Phase 4 – Mar 2014
 - Madrid Drive Extension – Sep 2014
 - CR 245 – Sep 2015
 - IH 35 Northbound Frontage Road (PTF) – Oct 2015
 - Ronald Reagan North Phase 4 Fencing – Jan 2016
 - IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
 - Southwest Bypass Driveways – Aug 2016
 - RM 2243 at Escalera Right Intersection – Aug 2016
 - SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016
 - Southwest Bypass Access Route – Jul 2017
 - Arterial H Extension Phase I – Feb 2018
 - Relocation of Williamson County Regional Raw Water Line – Apr 2018
 - Southwest Bypass Segment 1 – Sep 2018
 - Inner Loop Improvements – Dec 2018
 - Southwest Bypass Segment 2 – Jan 2020
 - CR 176 @ RM 2243 – Oct 2020
 - IH 35 Ramp Reversals and Frontage Road Conversion – Dec 2020
 - Ronald Reagan Boulevard at Silver Spur Boulevard – June 2021
 - Ronald Reagan Boulevard at Sun City – June 2021

WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

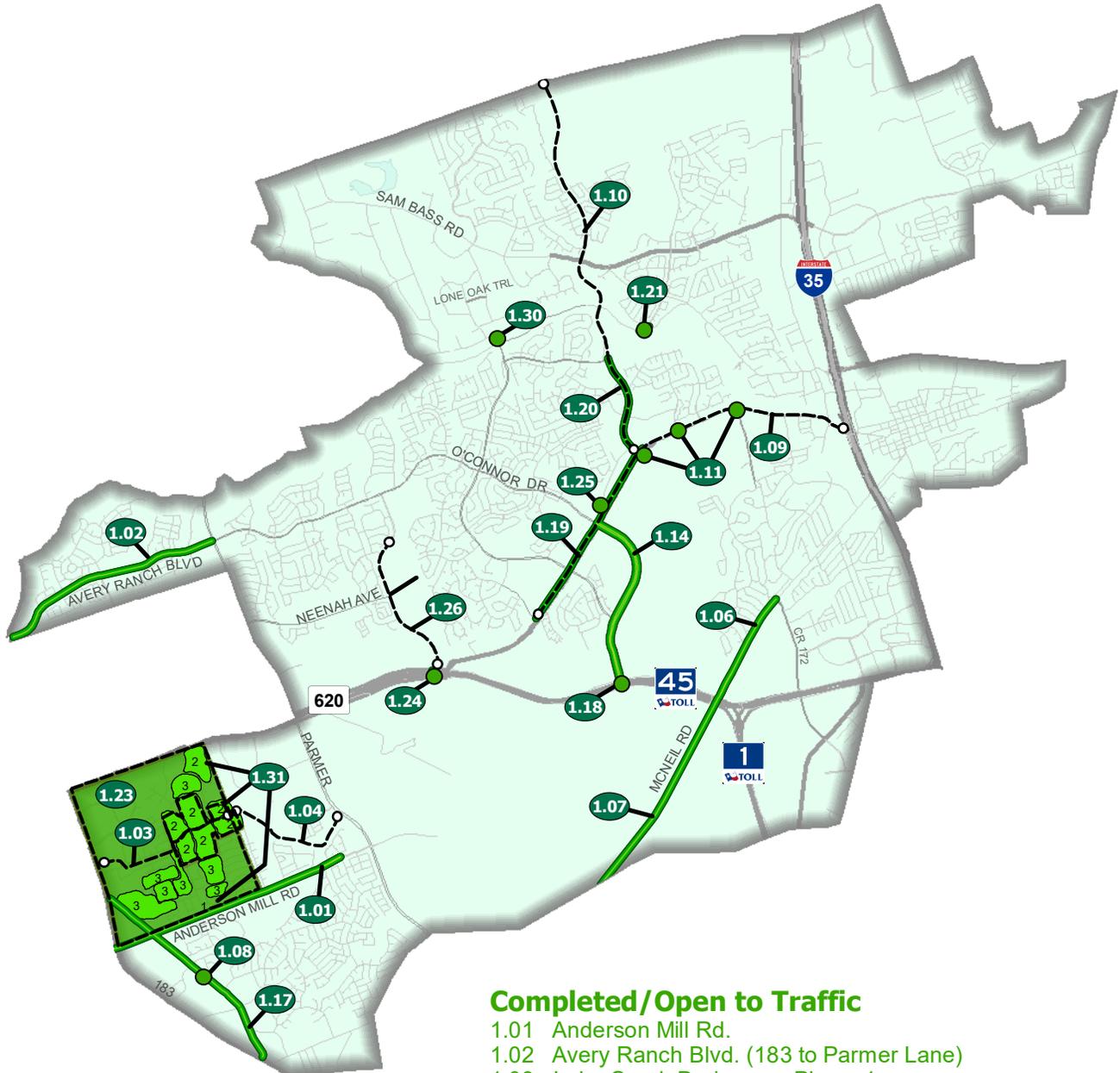
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2021

Precinct 4

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 368 and 369 – Nov 2002
- County Road 412 – Aug 2003
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016
- Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016
- County Road 110 South – May 2018
- County Road 119 – Mar 2019
- County Road 110 Middle – Oct 2020

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK

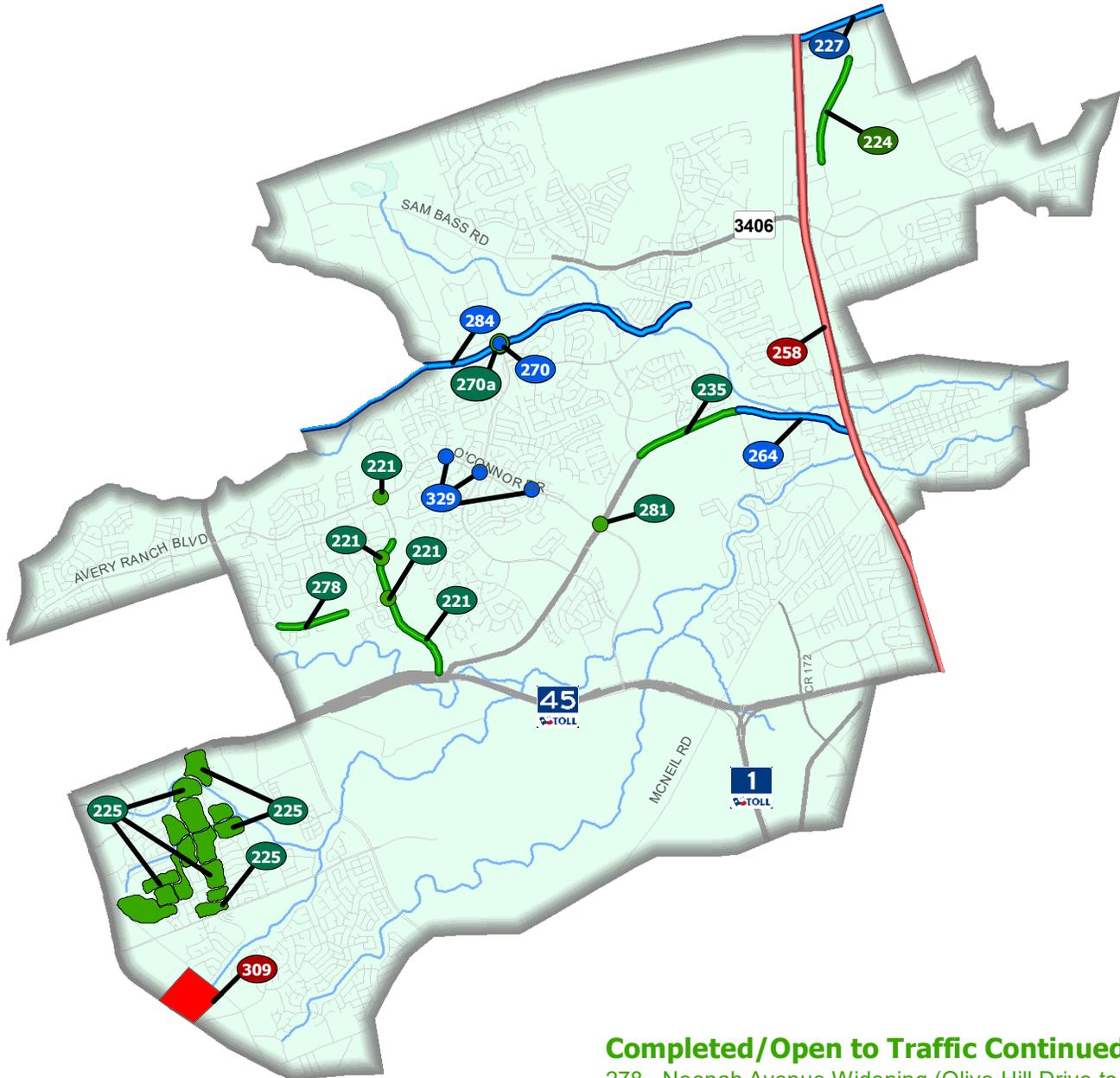


Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1 ○—○
- 1.04 Lake Creek Drainage – Phase 2 ○—○
- 1.06 McNeil Road - Phase 1
- 1.07 McNeil Road - Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study ○—○
- 1.10 Wyoming Springs North Study ○—○
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.18 O'Connor Overpass at SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study - Phase 1 □
- 1.25 King of Kings Crossing
- 1.26 Pearson Ranch Road (Design) ○—○
- 1.24 Pearson Ranch Underpass at SH 45/ RM 620
- 1.30 Great Oaks at Brushy Creek (design)
- 1.31 Forest North Drainage Improvements - Phase 2 (design) □
- 1.31 Forest North Drainage Improvements - Phase 3 (design) □

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK



Completed/Open to Traffic

- 221 Pearson Ranch Road
- 221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
- 221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
- 221 Neenah Avenue and Pearson Ranch Road Traffic Signal
- 224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
- 225 Forest North Drainage Improvements Phase 2
- 225 Forest North Drainage Improvements Phase 3 (Design)
- 225 Forest North Drainage Improvements Anderson Mill Zone
- 235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
- 270a Great Oaks Drive Waterline Relocations

Completed/Open to Traffic Continued.

- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 281 O'Connor Drive North of RM 620

Under Construction/Bidding

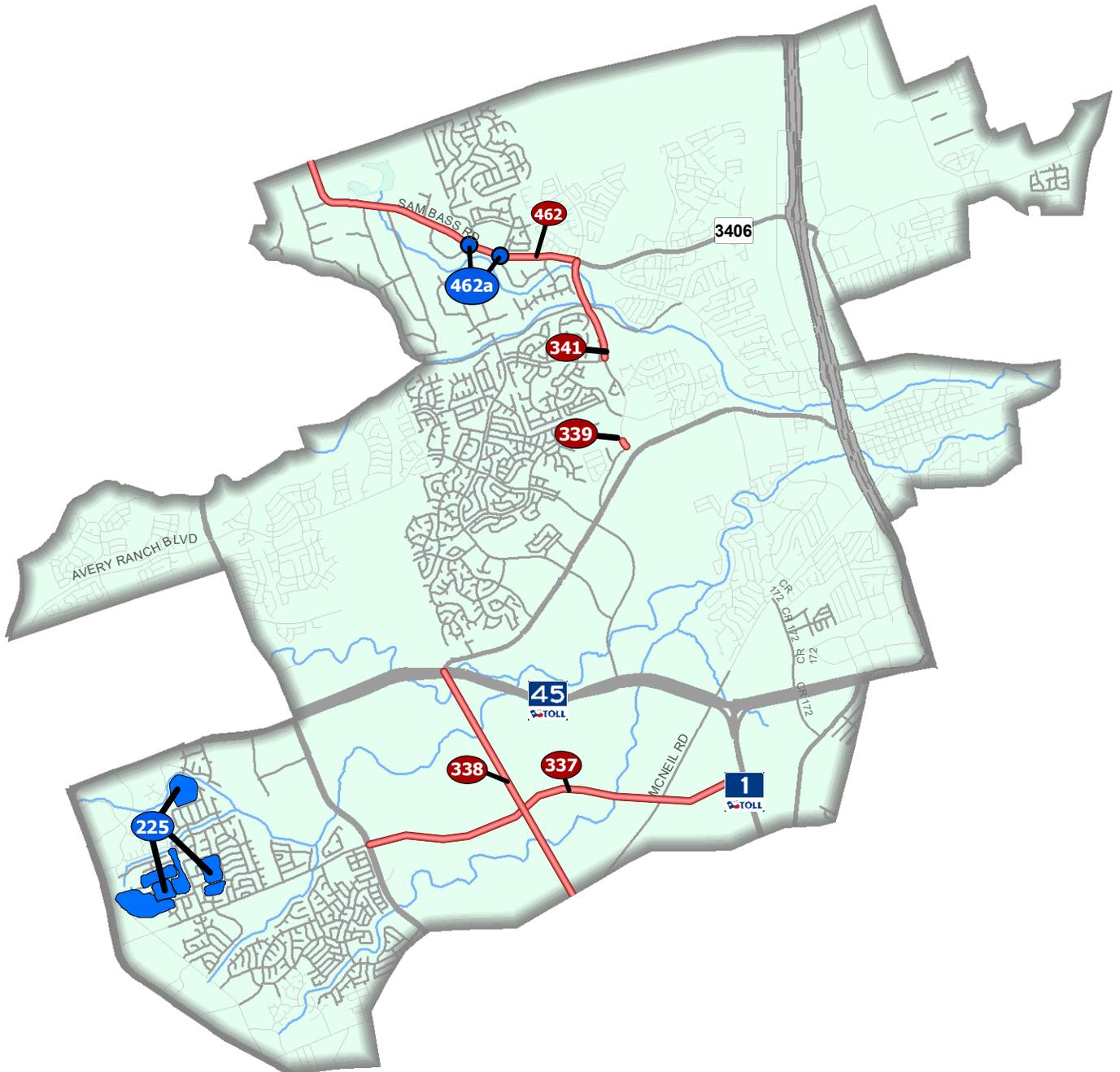
- 227 University Boulevard Widening (IH 35 to Sunrise Road)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 270 Great Oaks Drive Bridge at Brushy Creek
- 284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
- 329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

- 258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
- 309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

2019 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER COOK



Under Construction/Bidding

- 225 Forest North Drainage Improvements Phase 3
- 462a Corridor H/Sam Bass Road Interim Traffic Signals

In Design

- 337 Anderson Mill Road (FM734-Loop1)
- 338 RM 620/SH 45 intersection to McNeil Road
- 339 Wyoming Springs Intersection Improvements (At Smyers Lane)
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
- 462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

**North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265**

Original Contract Price = \$10,775,835.75

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020		410	279	689	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	1/28/2019	1/31/2019	4	\$523,139.40	\$523,139.40	\$58,126.60	\$58,126.60	5	1
2	2/1/2019	2/28/2019	28	\$2,584.80	\$525,724.20	\$287.20	\$58,413.80	5	5
3	3/1/2019	4/30/2019	61	\$102,281.40	\$628,005.60	\$11,364.60	\$69,778.40	6	13
4	5/1/2019	5/31/2019	31	\$593,318.74	\$1,221,324.34	\$65,924.30	\$135,702.70	12	18
5	6/1/2019	6/30/2019	30	\$188,661.93	\$1,409,986.27	\$20,962.44	\$156,665.14	14	22
6	7/1/2019	7/31/2019	31	\$590,007.31	\$1,999,993.58	\$65,556.37	\$222,221.51	19	27
7	8/1/2019	8/31/2019	31	\$628,396.35	\$2,628,389.93	\$69,821.82	\$292,043.33	26	31
8	9/1/2019	9/30/2019	30	\$2,393,911.61	\$5,022,301.54	\$265,990.17	\$558,033.50	49	36
9	10/1/2019	10/31/2019	31	\$724,961.48	\$5,747,263.02	\$80,551.28	\$638,584.78	56	40
10	11/1/2019	11/30/2019	30	\$378,890.89	\$6,126,153.91	\$42,098.99	\$680,683.77	59	45
11	12/1/2019	12/31/2019	31	\$341,316.16	\$6,467,470.07	\$37,924.02	\$718,607.79	63	49
12	1/1/2020	1/31/2020	31	\$258,548.22	\$6,726,018.29	\$28,727.58	\$747,335.37	65	54
13	2/1/2020	2/29/2020	29	\$191,886.33	\$6,917,904.62	\$21,320.70	\$768,656.07	67	58
14	3/1/2020	3/31/2020	31	\$176,371.44	\$7,094,276.06	\$19,596.83	\$788,252.90	69	62
15	4/1/2020	4/30/2020	30	\$395,476.16	\$7,489,752.22	\$43,941.79	\$832,194.69	73	67
16	5/1/2020	5/31/2020	31	\$277,797.27	\$7,767,549.49	\$30,866.36	\$863,061.05	75	71
17	6/1/2020	6/30/2020	30	\$385,340.38	\$8,152,889.87	\$42,815.60	\$905,876.65	79	75
18	7/1/2020	7/31/2020	31	\$418,604.43	\$8,571,494.30	\$46,511.61	\$952,388.26	83	80
19	8/1/2020	8/31/2020	31	\$202,731.51	\$8,774,225.81	\$22,525.72	\$974,913.98	85	84
20	9/1/2020	9/30/2020	30	\$117,670.32	\$8,891,896.13	\$13,074.48	\$987,988.46	86	89
21	10/1/2020	10/31/2020	31	\$305,827.52	\$9,197,723.65	\$33,980.83	\$1,021,969.29	89	93
22	11/1/2020	11/30/2020	30	\$190,635.28	\$9,388,358.93	\$21,181.70	\$1,043,150.99	91	98
23	12/1/2020	12/31/2020	16	\$338,985.41	\$9,727,344.34	\$37,665.05	\$1,080,816.04	94	100
24	1/1/2021	2/28/2021	0	\$165,603.43	\$9,892,947.77	\$18,400.38	\$1,099,216.42	96	100
25	3/1/2021	5/31/2021	0	\$1,535,933.64	\$11,428,881.41	-\$1,099,216.42	\$0.00	100	100

5/13/2021 Comments - Awaiting grass growth.
1/28/2021 Comments - Substantial Completion was achieved on December 16, 2020.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/5/2020	\$0.00	\$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	5/5/2020	\$24,898.11	\$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/6/2020	\$67,872.45	\$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	10/6/2020	\$21,002.40	\$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24" encasement to the relocation of the new City of Round Rock 12" Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

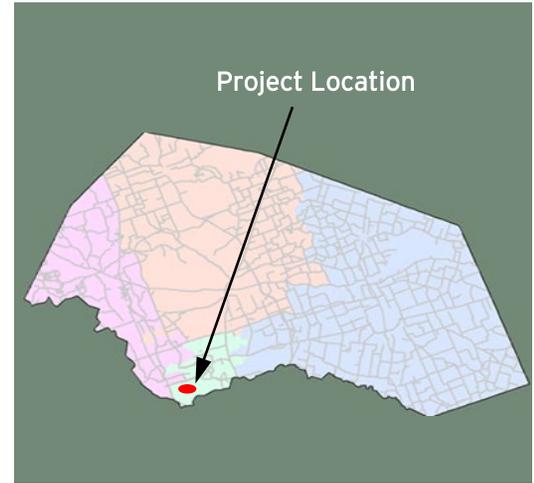
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	2/23/2021	\$194,528.81	\$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
6	3/23/2021	\$364,733.96	\$ 673,035.73

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Adjusted Price = \$11,448,871.48



Forest North Phase 3

(Residential Drainage of the Forest North subdivision)

Project Length: Residential Neighborhood
 Roadway Classification: Drainage Improvements

Project Schedule: June 2020 - February 2022
 Estimated Construction Cost: \$4.9 Million



August 2021 IN REVIEW

08/06/2021: DeNucci Contractors began installing the City of Austin water line on Shasta Lane in the Shasta Zone. Denucci also placed TY "B" asphalt on Queensland Drive to repair the damaged pavement prior to the first day of school.

08/13/2021: DeNucci Contractors continued installing the COA water line on Shasta Lane and started on Eddystone Street in the Shasta Zone. DeNucci also started removing driveways on Shady Oaks Drive ahead of concrete subcontractor. ND Construction began pouring the concrete driveway on Shady Oak Drive in the Newberry Zone.

08/20/2021: DeNucci Contractors excavated around all the drain inlets on Newberry Drive in the Woodvale Zone. ND Construction formed and poured all the safety end treatments on Shady Oak Drive in the Newberry Zone. The contractor also formed and poured the riprap around all of the drain inlets on Newberry Drive in the Woodvale Zone.

08/27/2021: DeNucci Contractors continued installing the COA water line on Eddystone Street and tested and passed the water line on Shasta Lane in the Shasta Zone. Subcontractor Alpha Paving Company milled and paved Newberry Drive in the Woodvale Zone.



Design Engineer: K. Friese & Associates
 Contractor: DeNucci Constructors
 Construction Observation:
 Bruce Thurin, HNTB

Williamson County
 Road Bond Program



**Forest North Phase 3
Project No. 3866**

Original Contract Price = \$4,793,058.15

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
4/23/2020	5/5/2020	6/1/2020	6/11/2020			600	2	602

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	6/11/2020	6/30/2020	20	\$162,371.70	\$162,371.70	\$18,041.30	\$18,041.30	4	3
2	7/1/2020	7/31/2020	31	\$312,289.20	\$474,660.90	\$34,698.80	\$52,740.10	11	8
3	8/1/2020	8/31/2020	31	\$290,125.80	\$764,786.70	\$32,236.20	\$84,976.30	17	14
4	9/1/2020	9/30/2020	30	\$287,032.05	\$1,051,818.75	\$31,892.45	\$116,868.75	24	19
5	10/1/2020	10/31/2020	31	\$468,464.76	\$1,520,283.51	\$52,051.64	\$168,920.39	35	24
6	11/1/2020	11/30/2020	30	\$206,112.42	\$1,726,395.93	\$22,901.38	\$191,821.77	39	29
7	12/1/2020	12/31/2020	31	\$311,530.68	\$2,037,926.61	\$34,614.52	\$226,436.29	46	34
8	1/1/2021	1/31/2021	31	\$169,934.92	\$2,207,861.53	\$18,881.66	\$245,317.95	50	39
9	2/1/2021	2/28/2021	28	\$206,865.00	\$2,414,726.53	\$22,985.00	\$268,302.95	55	44
10	3/1/2021	3/31/2021	31	\$214,908.30	\$2,629,634.83	\$23,878.70	\$292,181.65	60	49
11	4/1/2021	4/30/2021	30	\$109,026.67	\$2,738,661.50	\$12,114.07	\$304,295.72	62	54
12	5/1/2021	5/31/2021	31	\$51,380.93	\$2,790,042.43	\$5,708.99	\$310,004.71	64	59
13	6/1/2021	6/30/2021	30	\$132,931.80	\$2,922,974.23	\$14,770.20	\$324,774.91	67	64
14	7/1/2021	7/31/2021	31	\$187,562.29	\$3,110,536.52	\$20,840.26	\$345,615.17	71	69
15	8/1/2021	8/31/2021	31	\$298,473.57	\$3,409,010.09	\$33,163.73	\$378,778.90	78	74

7/3/2020 Comments - The Notice to Proceed was issued 6/1/20 with Time Charges beginning on 6/11/20.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/6/2020	\$22,353.00	\$ 22,353.00

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order makes various changes to the City of Austin (COA) water line layout on Perthshire Street and Broadmeade Avenue in the Braes Valley Zone. 4B: Third Party Accommodation. Third Party requested work. The cost of this change order is being paid for by the City of Austin and they have reviewed and approved this revision and additional cost.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	10/6/2020	\$5,017.92	\$ 27,370.92

3F: County Convenience. Additional work desired by the County. This Change Order modifies the grate elevation of an existing drop inlet and regrades the ditches to improve drainage at 9615 Moorberry Street. The drop inlet was installed in a previous Forest North drainage improvement project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
3	1/12/2021	\$ 27,841.45	\$ 55,212.37

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new item to pay the Contractor for additional potholing needed to locate City of Austin (COA) water lines and services in locations not called for in the plans and outside the normal bid item subsidiary potholing. This Change Order also adds a new item to pay the Contractor to remove and replace mailboxes that are in conflict with COA water line relocations. The City of Austin has agreed to pay the additional costs associated with these items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
4	1/12/2021	\$ 2,215.00	\$ 57,427.37

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds two new items to pay the Contractor to replace a driveway and pipe end treatments located at the intersection of Wisterwood and Broadmeade in the Braes Valley Zone that were impacted by the installation of the City of Austin 12" water line, per Change Order 1. The City of Austin has agreed to pay the additional cost associated with these items.

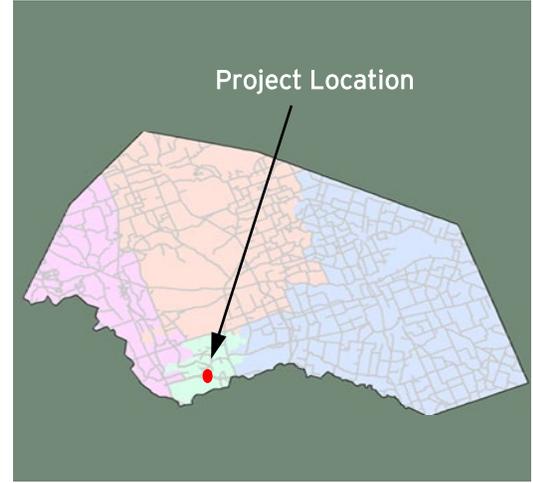
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
5	1/12/2021	\$ 5,117.00	\$ 62,544.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds two new items for wood fence gates that were not included in the original plans. Wood fence is shown to be removed and replaced but no items were established to replace wood fence gates encountered within the fence removal areas. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order also adds an item to compensate the Contractor for the cost to relocate a copper water service line on the private side of the water line service at 13013 Stillforest Street. The existing copper water service line is required to be moved because it is in conflict with proposed storm sewer installation. The County is paying the cost of this Change Order.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
6	3/16/2021	\$ 25,200.00	\$ 87,744.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds an item to pay for 24" RCP 6:1 safety end treatments (SET's). Plan sheet 120 of 201 (SB7 of SB10) calls for the 24" RCP on Chester Forest Street to have 6:1 SET's but no pay items were created to pay for this item on the bid forms.

Adjusted Price = \$4,880,802.52



O'Connor Traffic Signals

(Morgan Hill, Great Oaks, and Liberty Walk Intersections)

Project Length: .4 miles

Roadway Classification: Residential Intersections

Project Schedule: October 2019 - September 2021

Estimated Construction Cost: \$0.9 Million



August 2021 IN REVIEW

08/06/2021: Champion poured the pedestrian push button landings on the northwest and southwest corners of Morgan Hill Trail at O'Connor. They also began excavating and forming up the pedestrian push button landing at the southeast corner of Morgan Hill Trail at O'Connor.

08/13/2021: Crews Poured the pedestrian landing and adjusted sidewalk on the southeast corner of Morgan Hill Trail at O'Connor.

08/20/2021: Champion completed the landscape stone work and mulch at northwest and southwest corners of Morgan Hill Trail. Crews also excavated and tied steel for the pedestrian pole at southeast corner of Morgan Hill Trail.

08/27/2021: Champion poured the pedestrian pole foundation and installed the pedestrian pole on the southeast corner of Morgan Hill Trail.



Design Engineer: Kimley-Horn
 Contractor: Champion Infrastructure
 Construction Observation:
 Tracy Cooper, HNTB

Williamson County
 Road Bond Program

O'Connor Traffic Signals
Project No. 1907-333

Original Contract Price = \$853,503.50

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/20/2019	9/17/2020	10/3/2019	6/8/2020			210	0	210

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	6/8/2020	6/30/2020	23	\$91,850.40	\$91,850.40	\$10,205.60	\$10,205.60	10	11
2	7/1/2020	7/31/2020	31	\$56,002.50	\$147,852.90	\$6,222.50	\$16,428.10	17	26
3	8/1/2020	8/31/2020	31	\$80,984.74	\$228,837.64	\$8,998.30	\$25,426.40	26	40
4	9/1/2020	9/30/2020	30	\$41,649.50	\$270,487.14	\$4,627.73	\$30,054.13	31	55
5	10/1/2020	10/31/2020	31	\$78,278.28	\$348,765.42	\$8,697.58	\$38,751.71	39	70
6	11/1/2020	11/30/2020	30	\$24,011.05	\$372,776.47	\$2,667.90	\$41,419.61	42	84
7	12/1/2020	12/31/2020	31	\$68,702.27	\$441,478.74	\$7,633.58	\$49,053.19	50	99
8	1/1/2021	1/31/2021	31	\$23,573.00	\$465,051.74	\$2,619.23	\$51,672.42	52	113
9	2/1/2021	2/28/2021	28	\$45,381.37	\$510,433.11	\$5,042.37	\$56,714.79	58	127
10	3/1/2021	3/31/2021	31	\$40,240.96	\$550,674.07	\$4,471.22	\$61,186.01	62	141
11	4/1/2021	4/30/2021	30	\$80,966.81	\$631,640.88	-\$27,941.75	\$33,244.26	68	156
12	5/1/2021	5/31/2021	31	\$60,507.88	\$692,148.76	\$3,184.62	\$36,428.88	74	170
13	6/1/2021	6/30/2021	30	\$45,123.57	\$737,272.33	\$2,374.93	\$38,803.81	79	185
14	7/1/2021	8/31/2021	62	\$15,444.63	\$752,716.96	\$812.87	\$39,616.68	80	214

7/6/2021 Comments - Waiting on delivery of signal controllers.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/29/2020	\$19,683.04	\$ 19,683.04

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds a new item to compensate the Contractor for extra work to install conduit crossings via open-cut method and to repair storm sewer pipes that were damaged while attempting directional drilling. This Change Order also subtracts bid quantities for conduit items that will not be used at Liberty Walk intersection after switching to open-cut method.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	10/6/2020	\$33,656.00	\$ 53,339.04

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order changes the method of construction from directional boring to open trenching for the installation of conduits under the existing roadway for the signals at the intersection of O'Connor Drive and Great Oaks Drive. This change in the method of construction was necessary due to the location of existing utilities within the right of way and in the roadway. To accommodate the open cut trench method, the designer changed the conduit from 2 - 3" and 1 - 2" conduits to 4 - 2" conduits. The conduit run equals approximately 300 feet and this change order adds an additional 2" run to the project, totalling 1200 linear feet. This Change Order also adds a new Force Account item to pay for off-duty police officers and vehicles for traffic control during open trenching operations at the Great Oaks and Morgan Hill intersections.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
3	2/9/2021	\$ 77,716.34	131,055.38

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

Adjusted Price = \$984,558.88

Corridor H - Sam Bass Interim Traffic Signals

Project No. T1740

Original Contract Price = \$319,866.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/1/2020	9/29/2020	1/5/2021	1/19/2021			60	0	60

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	12/1/2020	12/31/2020		\$9,000.00	\$9,000.00	\$1,000.00	\$1,000.00	3	0
2	1/19/2021	1/31/2021	13	\$68,562.00	\$77,562.00	\$7,618.00	\$8,618.00	24	22
3	2/1/2021	4/30/2021	89	\$132,604.97	\$210,166.97	\$14,733.89	\$23,351.89	66	170
4	5/1/2021	5/31/2021	31	\$52,976.25	\$263,143.22	\$5,886.25	\$29,238.14	82	222

1/28/2020 Comments - Notice to Proceed was issued on 1/5/21, with time charges beginning on 1/19/21.

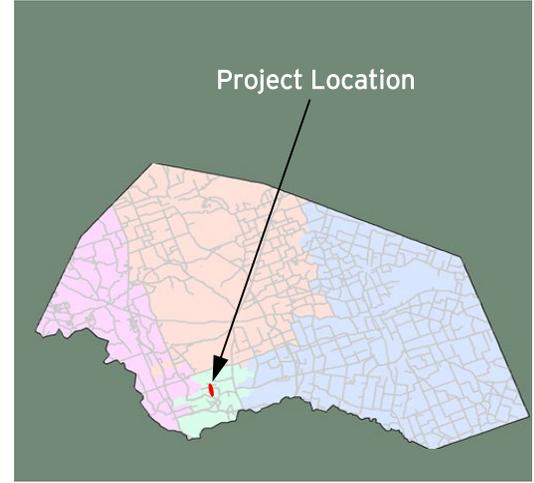
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/6/2021	28,476.86	28,476.86

1A. Design Error or Omission. Incorrect PS&E. This Change Order changes the timber poles on south side of the intersection of Great Oaks Drive and Sam Bass Road to steel poles because there is not enough right of way to install guy wire support for timber poles.
 3F. County Convenience. Additional work desired by the County. This Change Order adds pedestrian signals to the existing cross walk and changes the locations of signal controller and electric service at the intersection of Great Oaks Drive and Sam Bass Road. This Change Order also adds a new item to trim the existing trees at the intersection of Walsh Ranch Boulevard and Sam Bass Road that are blocking signal heads and traffic detectors.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/10/2021	7,027.00	35,503.86

This Change Order adds a protected left turn phase for the westbound and eastbound left turn lanes on Sam Bass Road at the intersection with Great Oaks Drive. This change order also adds a lane assignment sign, corrects a street sign and payment for cost of mobilization for the Contractor to move back in to the project for this additional work.

Adjusted Price = \$355,369.86



Hairy Man Road / Brushy Creek Road Safety Improvements
 (Brushy Bend to Sam Bass Road)

Project Length: 2.4 Miles
 Roadway Classification: Major Collector

Project Schedule: February 2021 - December 2021
 Estimated Construction Cost: \$3.9 Million



August 2021 IN REVIEW

08/06/2021: Contractor began the pavement repairs east of Great Oaks. The Hairy Man Road closure and detour was implemented again on Monday morning and was left in place this weekend, due to safety concerns. DeNucci began the installation of the Stormceptors at Culvert 1 at Brushy Creek Road.

08/13/2021: Contractor completed all of the pavement repairs from Great Oaks to the Brushy Creek Bridge, and the pedestrian ramp at Sam Bass Road. Subcontractor Alpha Paving milled the existing pavement surface from Sam Bass Road to the Brushy Creek Bridge.

08/20/2021: Subcontractor Alpha Paving completed the seal coat and surface asphalt on Hairy Man Road. Subcontractor DIJ placed the Ty II striping on Hairy Man Road. Subcontractor Monarch continued to install the metal beam guard fence at Hairy Man Road. DeNucci graded the ditches to the inlets for the Stormceptor system at Brushy Creek Road.

08/27/2021: Contractor began hauling off spoils and placing topsoil on both sides of the new pavement at various locations. Subcontractor Monarch began installing the MGBF and SGT's at Culvert 12.



Design Engineer: Atkins
 Contractor: DeNucci Constructors
 Construction Observation:
 Tracy Cooper, HNTB

Williamson County
 Road Bond Program



Hairy Man Rd. / Brushy Creek Rd. Improvements

Project No. T2232

Original Contract Price = \$3,964,380.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/18/2020	12/8/2020	2/8/2021	2/18/2021			309	0	309

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	2/18/2021	2/28/2021	11	\$113,634.00	\$113,634.00	\$12,626.00	\$12,626.00	3	4
2	3/1/2021	3/31/2021	31	\$304,968.46	\$418,602.46	\$33,885.38	\$46,511.38	12	14
3	4/1/2021	4/30/2021	30	\$164,520.90	\$583,123.36	\$18,280.10	\$64,791.48	16	23
4	5/1/2021	5/31/2021	31	\$129,207.51	\$712,330.87	\$14,356.39	\$79,147.87	20	33
5	6/1/2021	6/30/2021	30	\$509,373.81	\$1,221,704.68	\$56,597.09	\$135,744.96	34	43
6	7/1/2021	7/31/2021	31	\$809,404.66	\$2,031,109.34	\$89,933.86	\$225,678.82	57	53
7	8/1/2021	8/31/2021	31	\$778,616.79	\$2,809,726.13	\$86,512.97	\$312,191.79	79	63

3/9/2021 Comments - The Notice to Proceed was issued 2/8/21 with Time Charges beginning 2/18/21.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/20/2021	\$6,004.00	\$ 6,004.00

This Change Order adds an item to pay for installation of barbed wire fence at Olson Meadows Park. This fence replaces an existing fence that was removed to complete the roadway widening. Fern Bluff MUD requested that the fencing be replaced to prevent parking on the slope.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/3/2021	\$3,900.00	\$ 9,904.00

This Change Order adds an item to pay for installation of three 3' x 3' - 3' x 3' drop inlets and removes two 5' x 3' - 3' x 3' drop inlets that were included in the original plans. Plan sheet 111 shows to install three 3' x 3' - 3' x 3' inlets but the Summary of Estimated Quantities on Sheet 16 and the pay app show two 5' x 3' - 3' x 3' inlets.

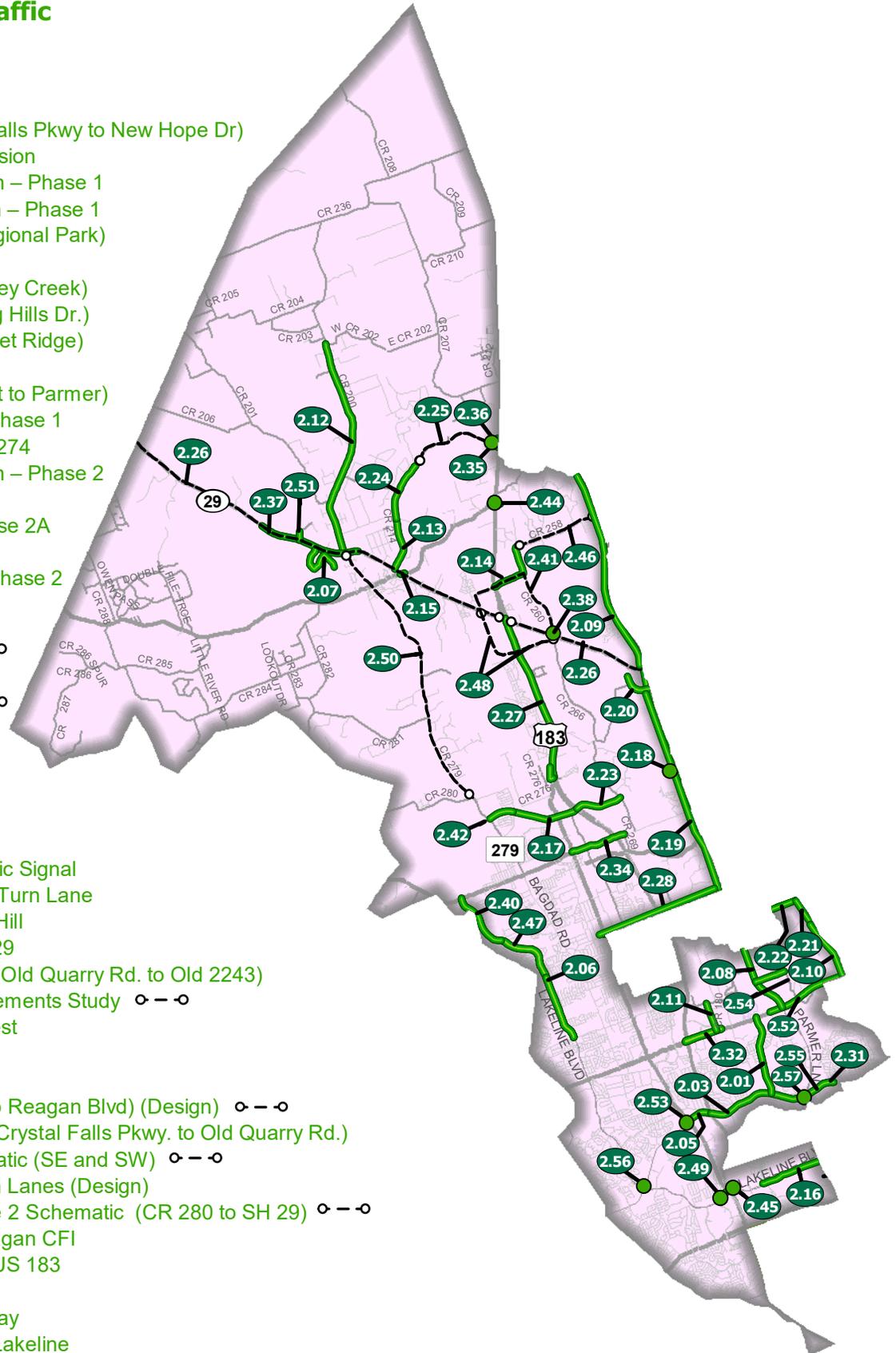
Adjusted Price = \$3,974,284.00

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG

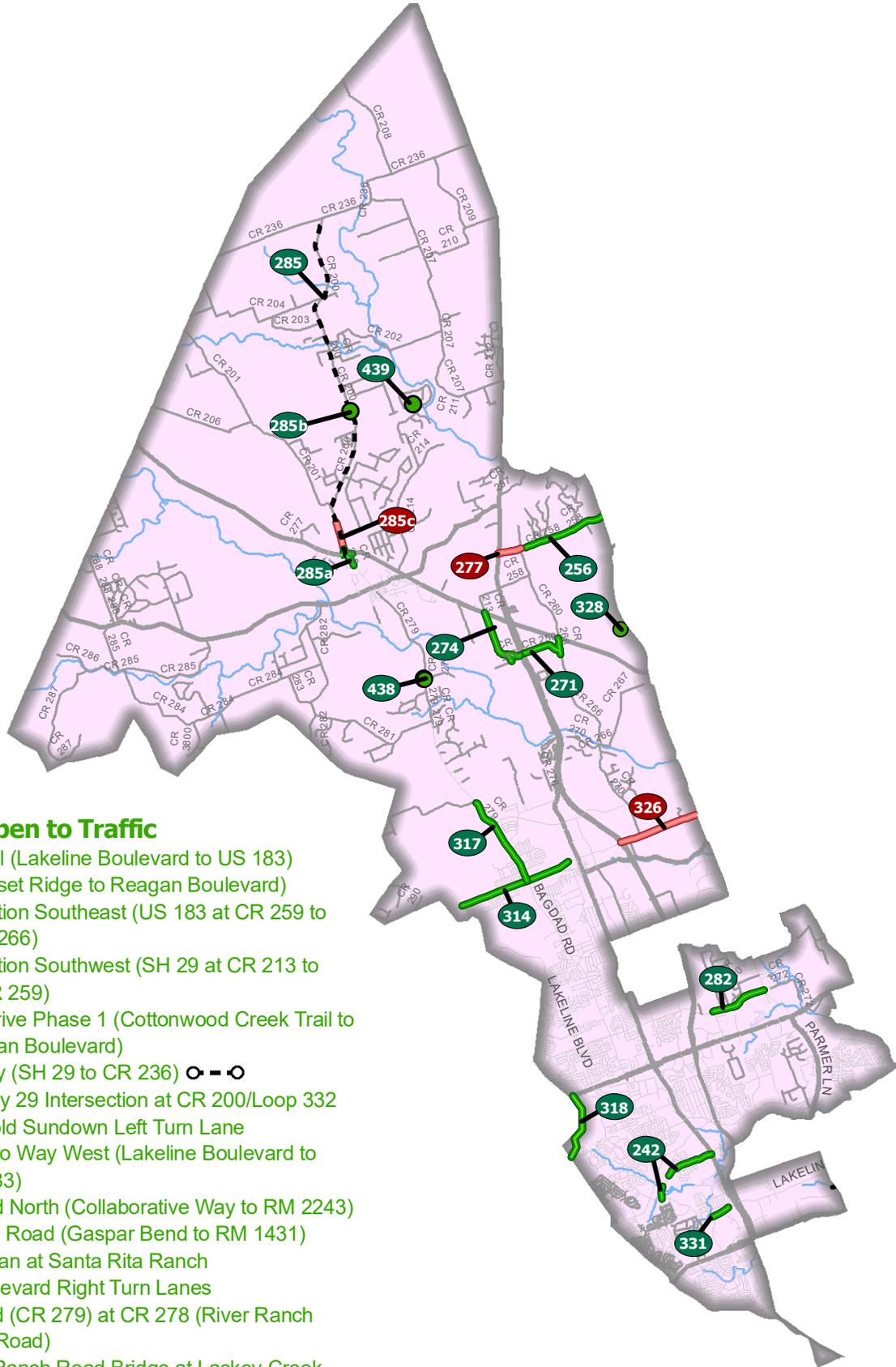
Completed/Open to Traffic

- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (RM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 RM 1869 at SH 29
- 2.16 Lakeline Blvd. (Lyndhurst to Parmer)
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.22 CR 179
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B Schematic ○ - ○
- 2.26 SH 29 Improvements Study & Schematic ○ - ○
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 at FM 3405 Traffic Signal
- 2.36 US 183 at FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.38 CR 260 / CR 266 at SH 29
- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study ○ - ○
- 2.42 San Gabriel Parkway West
- 2.44 US 183 at RM 1869
- 2.45 Lakeline Blvd. at US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ○ - ○
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
- 2.48 Seward Junction Schematic (SE and SW) ○ - ○
- 2.49 Lakeline Blvd. Right Turn Lanes (Design)
- 2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ○ - ○
- 2.52 RM 1431 at Parmer/ Reagan CFI
- 2.53 Cypress Creek Road at US 183
- 2.54 CR 272 Overlay
- 2.55 Brushy Creek East Overlay
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane



2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Completed/Open to Traffic

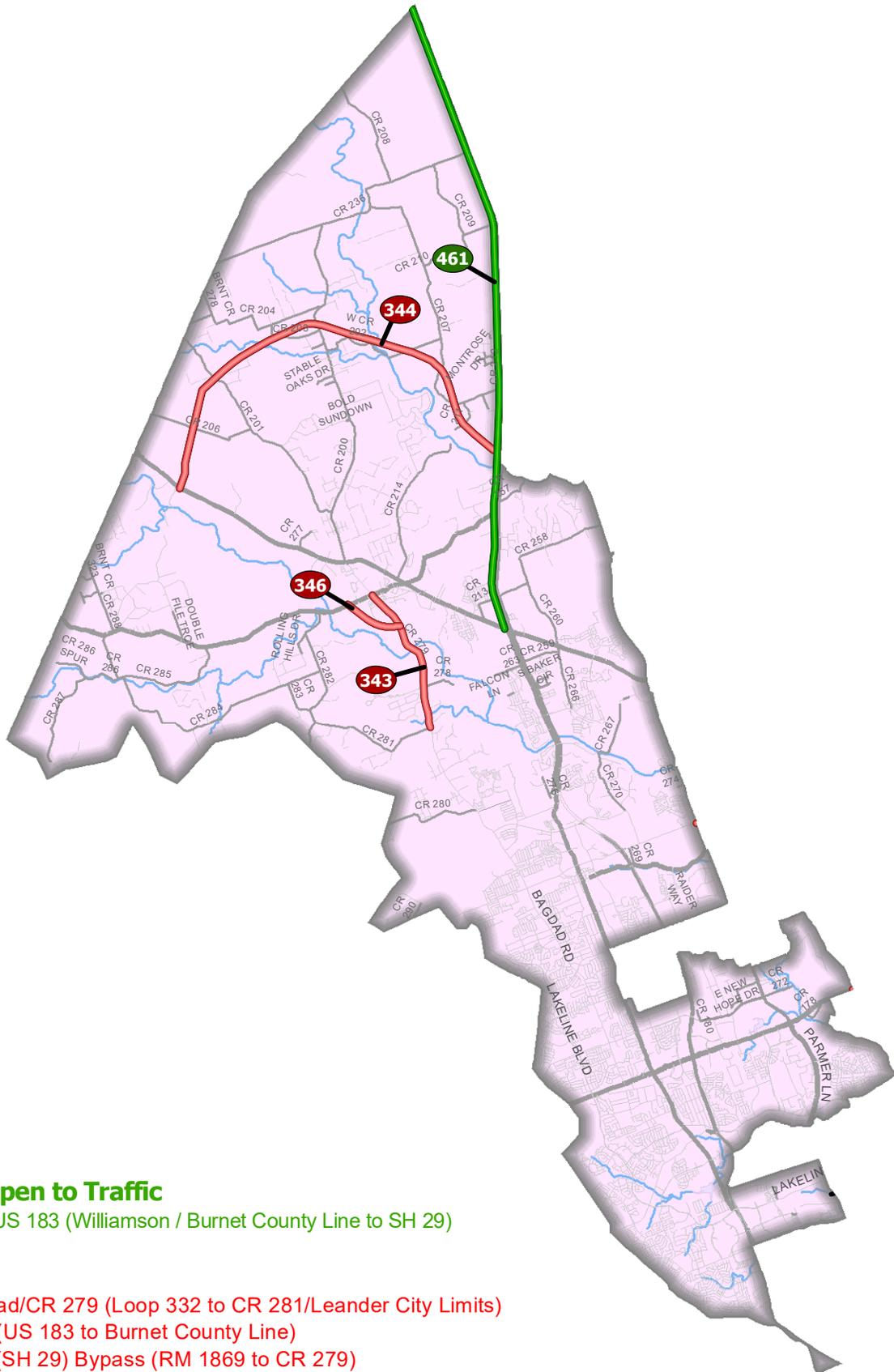
- 242 Little Elm Trail (Lakeline Boulevard to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Boulevard)
- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
- 285 CR 200 Study (SH 29 to CR 236) ○ - - ○
- 285a State Highway 29 Intersection at CR 200/Loop 332
- 285b CR 200 at Bold Sundown Left Turn Lane
- 314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
- 317 Bagdad Road North (Collaborative Way to RM 2243)
- 318 Anderson Mill Road (Gaspar Bend to RM 1431)
- 328 Ronald Reagan at Santa Rita Ranch
- 331 Lakeline Boulevard Right Turn Lanes
- 438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
- 439 San Gabriel Ranch Road Bridge at Lackey Creek

In Design

- 277 CR 258 Extension (US 183 to Sunset Ridge Drive)
- 285c CR 200 (CMTA Railroad to CR 201)
- 326 RM 2243 Realignment (183A to Southwest Bypass)

2019 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Completed/Open to Traffic

461 Corridor F / US 183 (Williamson / Burnet County Line to SH 29)

In Design

343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)

344 Corridor I2 (US 183 to Burnet County Line)

346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

**Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282**

Original Contract Price = \$13,270,258.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/19/2018	3/5/2019	4/22/2019	5/2/2019	3/15/2021		600	84	684	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>
1	5/2/2019	6/30/2019	60	\$1,138,506.71	\$1,138,506.71	\$126,500.75	\$126,500.75	9	9
2	7/1/2019	7/31/2019	31	\$900,193.70	\$2,038,700.41	\$100,021.52	\$226,522.27	16	13
3	8/1/2019	8/31/2019	31	\$500,440.00	\$2,539,140.41	\$55,604.44	\$282,126.71	20	18
4	9/1/2019	9/30/2019	30	\$781,187.35	\$3,320,327.76	\$86,798.60	\$368,925.31	26	22
5	10/1/2019	10/31/2019	31	\$629,436.02	\$3,949,763.78	\$69,937.33	\$438,862.64	31	27
6	11/1/2019	11/30/2019	30	\$278,357.53	\$4,228,121.31	\$30,928.62	\$469,791.26	34	31
7	12/1/2019	12/31/2019	31	\$499,295.12	\$4,727,416.43	\$55,477.23	\$525,268.49	38	36
8	1/1/2020	1/31/2020	31	\$507,587.04	\$5,235,003.47	\$56,398.56	\$581,667.05	42	40
9	2/1/2020	2/29/2020	29	\$495,830.37	\$5,730,833.84	\$55,092.26	\$636,759.31	45	44
10	3/1/2020	3/31/2020	31	\$1,495,940.26	\$7,226,774.10	-\$256,402.78	\$380,356.53	54	49
11	4/1/2020	4/30/2020	30	\$925,168.98	\$8,151,943.08	\$48,693.11	\$429,049.64	61	53
12	5/1/2020	5/31/2020	31	\$751,064.06	\$8,903,007.14	\$39,529.68	\$468,579.32	67	58
13	6/1/2020	6/30/2020	30	\$728,210.17	\$9,631,217.31	\$38,326.85	\$506,906.17	72	62
14	7/1/2020	7/31/2020	31	\$418,630.14	\$10,049,847.45	\$22,033.17	\$528,939.34	76	67
15	8/1/2020	8/31/2020	31	\$266,456.21	\$10,316,303.66	\$14,024.01	\$542,963.35	78	71
16	9/1/2020	9/30/2020	30	\$216,227.68	\$10,532,531.34	\$11,380.40	\$554,343.75	79	76
17	10/1/2020	10/31/2020	31	\$121,663.91	\$10,654,195.25	\$6,403.38	\$560,747.13	80	80
18	11/1/2020	11/30/2020	30	\$386,714.53	\$11,040,909.78	\$20,353.38	\$581,100.51	83	85
19	12/1/2020	12/31/2020	31	\$188,106.89	\$11,229,016.67	\$9,900.37	\$591,000.88	84	89
20	1/1/2021	1/31/2021	31	\$110,227.19	\$11,339,243.86	\$5,801.43	\$596,802.31	85	94
21	2/1/2021	2/28/2021	28	\$371,751.27	\$11,710,995.13	\$19,565.85	\$616,368.16	88	98
22	3/1/2021	3/31/2021	15	\$167,168.32	\$11,878,163.45	\$8,798.34	\$625,166.50	89	100
23	4/1/2021	4/30/2021	0	\$488,109.50	\$12,366,272.95	-\$372,793.58	\$252,372.92	90	100
24	5/1/2021	5/31/2021	0	\$3,507.27	\$12,369,780.22	\$71.57	\$252,444.49	90	100
25	6/1/2021	6/30/1931	0	\$7,239.36	\$12,377,019.58	\$147.75	\$252,592.24	90	100

4/14/2021 Comments - Substantial Completion was achieved on 3/15/2021.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	2/28/2020	\$112,306.36	\$ 112,306.36

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/16/2020	\$9,946.75	\$ 122,253.11

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/21/2020	\$3,372.67	\$ 125,625.78

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/4/2020	\$17,647.04	\$ 143,272.82

2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	8/4/2020	\$272,222.65	\$ 415,495.47

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	10/6/2020	\$681.04	\$ 416,176.51

2C: Differing Site Conditions (unforseeable) New development (conditions changing after PS&E completed). This Change Order adds the latest Guardrail End Treatment (MSKT) standard to the contract. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds work to extend a storm sewer pipe, revises the slope on some SET's from 4:1 to 3:1 (RFI 28), due to a change in the PGL of the roadway. A pipe underdrain system was added to the contract to address groundwater encountered during construction of the roadway (RFI #29). Construction Exit items that were not used on the project were deleted from the contract. This Change Order is for work in the Southeast portion of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	2/2/2021	\$194,882.66	\$ 611,059.17

3F: County Convenience. Additional work desired by the County. This Change Order adds the reconstruction of a 500' portion of CR 260 from SH 29 to Terra del sol Parkway to the contract at the request of Williamson County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	5/4/2021	\$91,592.30	\$ 702,651.47

Revisions and balancing of asphalt items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	5/18/2021	(\$11,573.93)	\$ 691,077.54

Revisions and balancing of striping items.

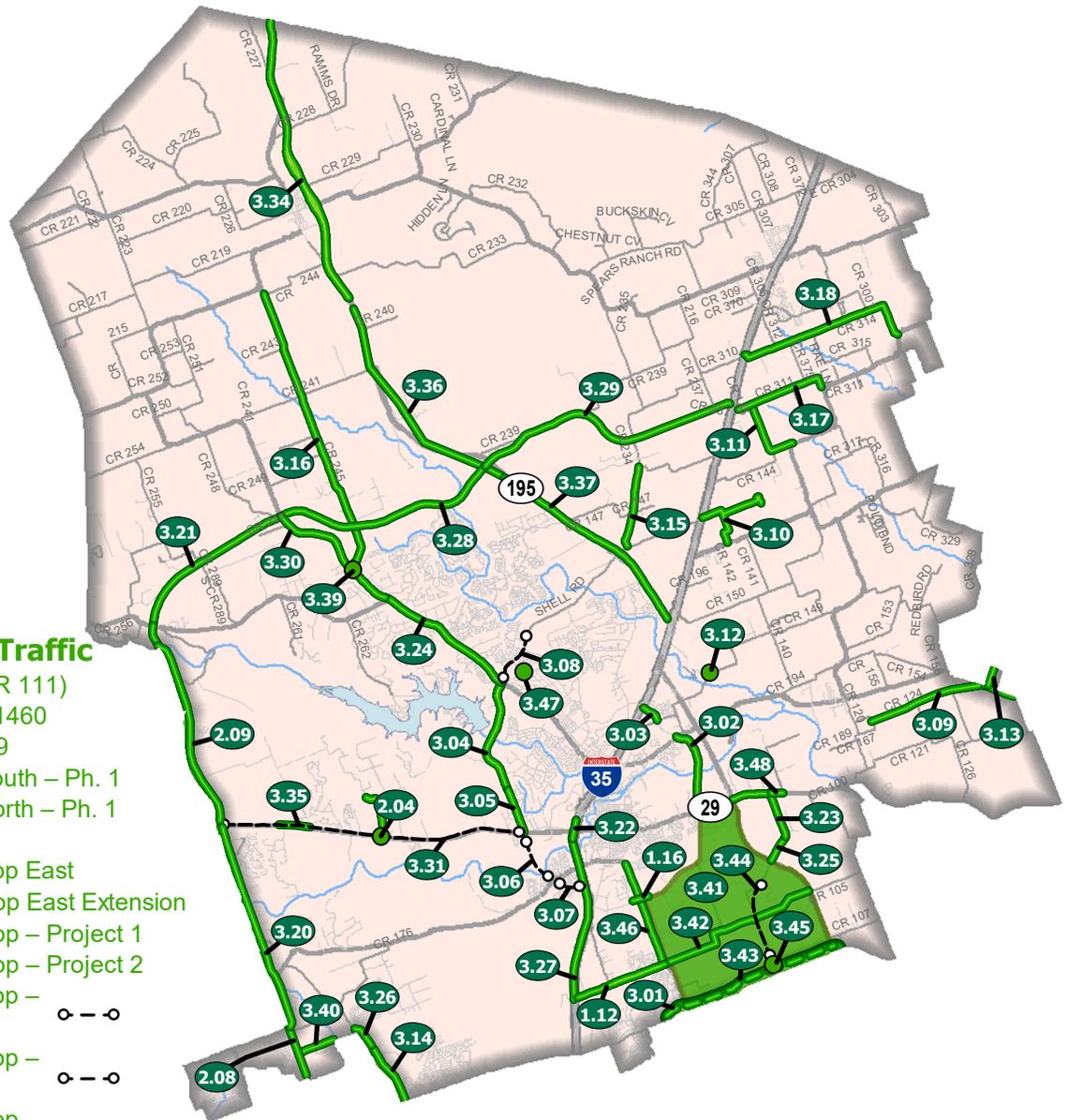
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	8/17/2021	\$43,291.29	\$ 734,368.83

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities for the small signs on the project as a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable): Small signs have been added to the project to provide additional safety measures.

Adjusted Price = \$14,004,626.93

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



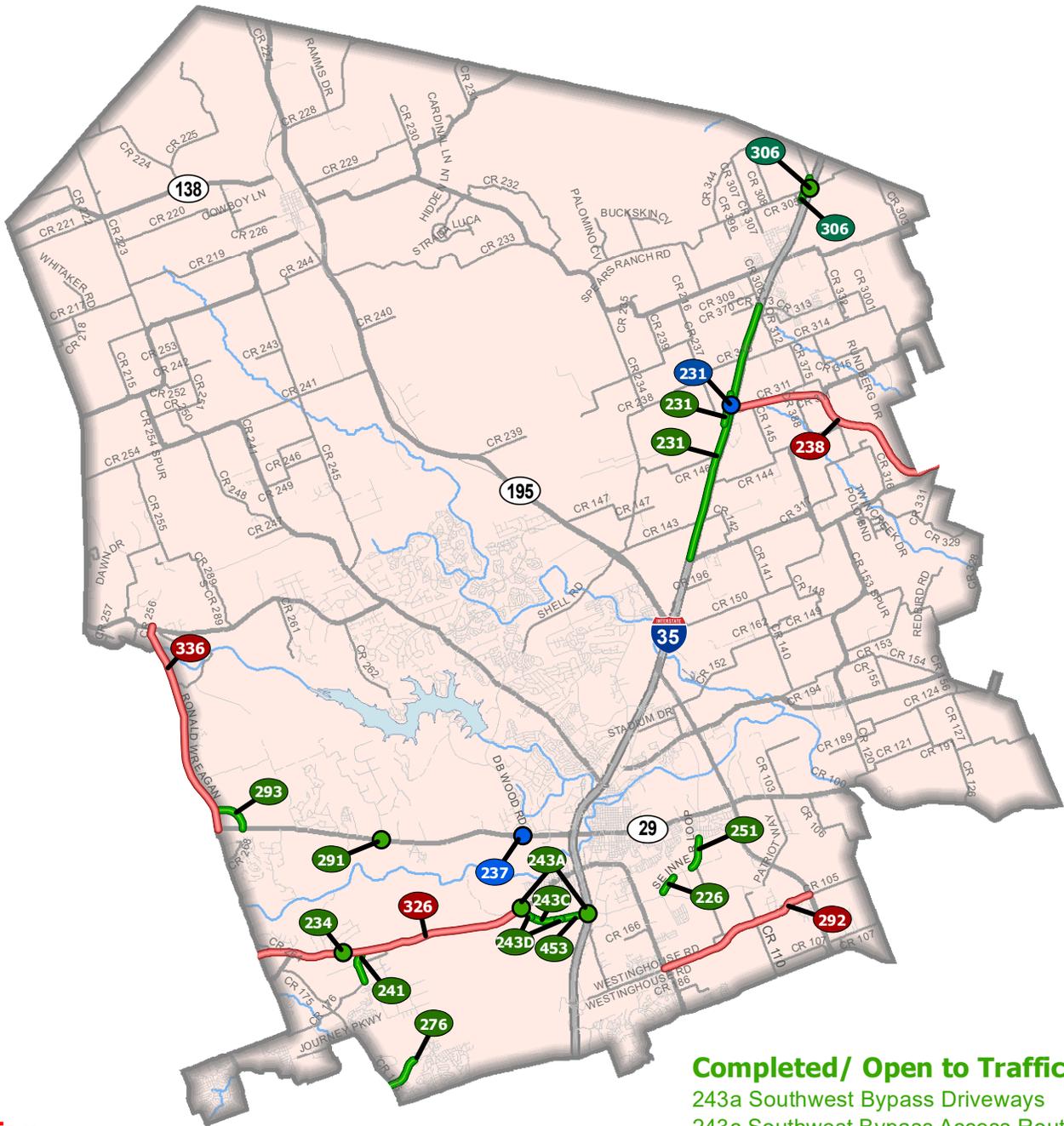
Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study ○ - - ○
- 3.07 Georgetown Inner Loop – Project 4 Study ○ - - ○
- 3.08 Georgetown Inner Loop – Project 5 Study ○ - - ○
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic ○ - - ○
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.41 CR 110 / Arterial A Study (design)
- 3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
- 3.43 University Blvd. (Chandler Rd) Expansion (Design)
- 3.44 CR 110 North ○ - - ○ (North of CR 107 to North of Sam Houston) (Design)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.46 FM 1460 North
- 3.47 Madrid Drive Extension

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



In Design

- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
- 292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
- 326 RM 2243 Realignment (183A to Southwest Bypass)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

- 231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
- 237 SH 29 at DB Wood (Intersection Improvements)

Completed/ Open to Traffic

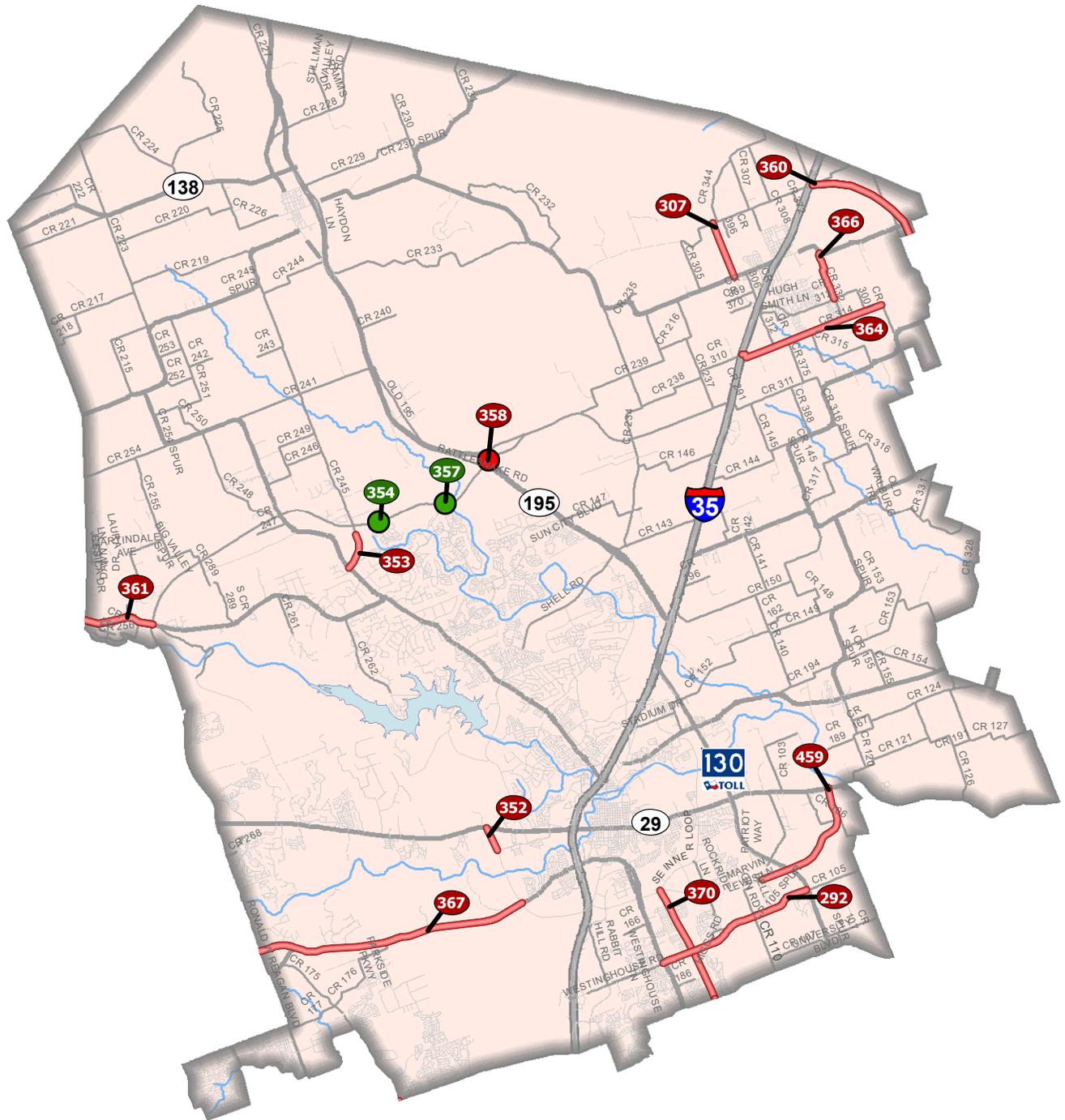
- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 231 Relocation of 48" Williamson County Regional Raw Waterline - Line B
- 234 RM 2243 at Escalera Parkway (Intersection Improvements)
- 241 CR 176 at RM 2243 Intersection (Safety Improvements)

Completed/ Open to Traffic (con't)

- 243a Southwest Bypass Driveways
- 243c Southwest Bypass Access Route
- 243d Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
- 291 SH 29 at Cedar Hollow (Intersection Improvements)
- 293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
- 306 CR 305 at IH 35 Bridge Replacement
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



In Design

- 292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
- 307 Bud Stockton Extension (CR 305 to FM 487)
- 352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
- 353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
- 358 SH 195 at Ronald Reagan Boulevard
- 360 Corridor E5 (Ronald Reagan Extension/Corridor D to IH 35/CR 305)
- 361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
- 364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
- 366 CR 332 Realignment (South of FM 487 to North of CR 313)
- 367 RM 2243 (Ronald Reagan Boulevard to Southwest Bypass)
- 370 MoKan (Georgetown Inner Loop to University Boulevard)
- 459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)
- 357 Ronald Reagan at Sun City Boulevard

Completed/ Open to Traffic

- 354 Ronald Reagan at Silver Spur Boulevard

Ronald Reagan at Silver Spur / Ronald Reagan at Sun City Intersections (Intersection Improvementst)

Project No. T1873

Original Contract Price = \$875,350.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/6/2020	10/13/2020	11/24/2020	12/8/2020	6/11/2021		142		142

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	12/8/2020	12/30/2020	23	\$107,172.03	\$107,172.03	\$11,908.00	\$11,908.00	14	16
2	12/31/2020	1/31/2021	32	\$56,797.20	\$163,969.23	\$6,310.80	\$18,218.80	21	39
3	2/1/2021	3/31/2021	59	\$64,033.20	\$228,002.43	\$7,114.80	\$25,333.60	29	80
4	4/1/2021	5/31/2021	61	\$420,254.52	\$648,256.95	\$46,694.95	\$72,028.55	82	123
5	5/31/2021	6/25/2021	11	\$111,305.55	\$759,562.50	\$3,962.70	\$39,976.97	91	131
6	6/26/2021	8/10/2021	0	\$64,572.29	\$824,134.79	\$828.29	\$16,819.08	96	131

1/28/2021 Comments - The Notice to Proceed was issued 11/24/20 with Time Charges beginning on 12/8/20.

Adjusted Price = \$875,350.00

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER BOLES

In Design

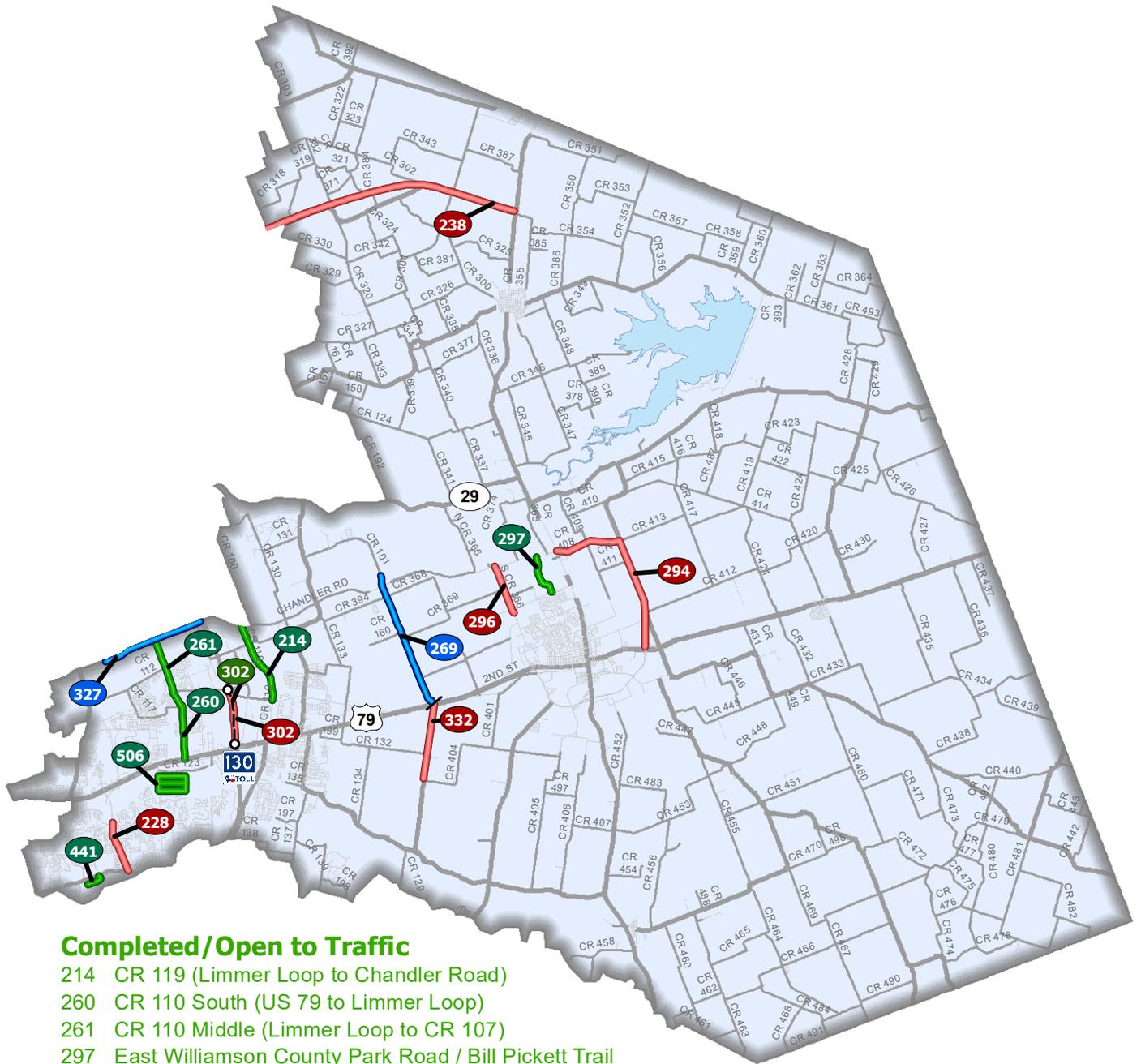
4.35 FM 1660 (PTF)

Completed/Open to Traffic

- | | | |
|--|--|--|
| 3.13 CR 157 | 4.18 CR 412 | |
| 4.01 Bridge Replacements Phase 1
(CR 390, 406, 427) | 4.19 CR 466 | |
| 4.02 CR 424 Bridge Replacement | 4.20 FM 397 at SH 95 Signal | |
| 4.03 Chandler Rd. – Phase 1 | 4.21 Gattis School Rd. ROW | |
| 4.04 CR 100 | 4.22 Limmer Loop – Phase 1A | |
| 4.05 CR 112 – Phase 1 | 4.23 Thrall School Zone | |
| 4.06 CR 119 | 4.24 US 79 – Section 1 | |
| 4.07 CR 122 at US 79 | 4.25 US 79 – Section 2 | |
| 4.08 CR 124 | 4.26 US 79 – Section 3A | |
| 4.09 CR 132 | 4.27 Chandler Rd. – Phase 2 | |
| 4.10 CR 136 | 4.28 Limmer Loop – Phase 1B | |
| 4.11 CR 137 | 4.29 CR 113 / Old Settlers Blvd. | |
| 4.12 CR 138 & CR 139
Alignment Study | 4.30 Limmer Loop – Phase 1C | |
| 4.13 CR 300 & CR 301 | 4.31 Kenney Fort Boulevard – Phase 1 | |
| 4.14 CR 302 | 4.33 Chandler Rd. – Phase 3A | |
| 4.15 CR 347 & CR 348 | 4.34 Chandler Rd. – Phase 3B | |
| 4.16 CR 368 & CR 369
(CR 101 to CR 366) | 4.36 Gattis School Road | |
| 4.17 CR 404 | 4.37 US 79 - Section 3 (PTF) | |
| | 4.38 2nd Street Improvements | |
| | 4.39 2nd Street Drainage Improvements | |
| | 4.40 US 79 Section 5A (PTF) | |
| | 4.41 US 79 Section 5B (PTF) | |
| | 4.43 FM 1460 Section 2 | |
| | 4.44 CR 138 | |
| | 4.45 CR 170 | |
| | 4.46 FM 1660 at Landfill Rd. (CR 128) | |
| | 4.48 CR 119 | |
| | 4.49 CR 108 | |
| | 4.50 CR 351 at Donahoe Creek | |
| | 4.51 CR 110/ Arterial A Study Area | |
| | 4.52 University Blvd. (Chandler Rd.)
Expansion | |
| | 4.54 CR 110 South - (Design)
(US 79 to Limmer Lp) | |
| | 4.55 CR 110 Middle
(North of Limmer Loop to CR 107) | |
| | 4.56 CR 110 at University Blvd. (Signal) | |
| | 4.57 Gattis School Rd. at
Winterfield Dr. (Signal) | |
| | 4.58 Tradesman Park Crossing | |

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER BOLES



Completed/Open to Traffic

- 214 CR 119 (Limmer Loop to Chandler Road)
- 260 CR 110 South (US 79 to Limmer Loop)
- 261 CR 110 Middle (Limmer Loop to CR 107)
- 297 East Williamson County Park Road / Bill Pickett Trail
(Carlos Parker Boulevard to Chandler Road)
- 302 SH 130 Traffic Study ○—○
- 441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)
- 506 Oak Bluff and Greenfield Drainage Improvements

Under Construction/Bidding

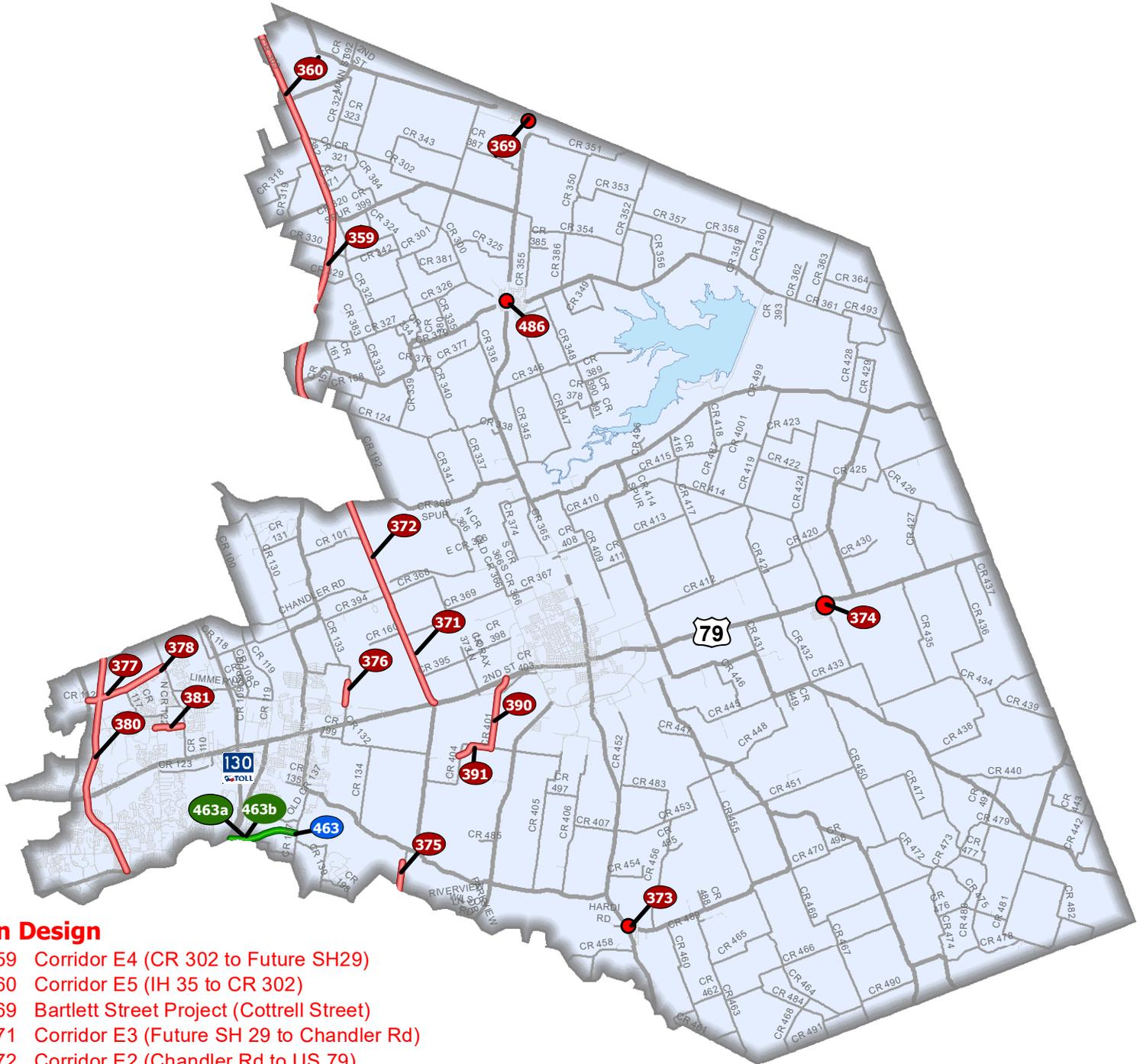
- 269 CR 101 (US 79 to North of Chandler Road)
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

In Design

- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
- 294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
- 296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
- 302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
- 332 FM 3349/US 79 Interchange

2019 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER BOLES



In Design

- 359 Corridor E4 (CR 302 to Future SH29)
- 360 Corridor E5 (IH 35 to CR 302)
- 369 Bartlett Street Project (Cottrell Street)
- 371 Corridor E3 (Future SH 29 to Chandler Rd)
- 372 Corridor E2 (Chandler Rd to US 79)
- 373 Coupland Street Project (S. Broad & Muery Streets)
- 374 Thrall Street Project - S Bounds Street
- 375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
- 376 CR 134/CR 132 Extension (Hutto Arterial)
- 377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
- 378 CR 112 Widening (CR 117 to CR 110)
- 380 MoKan (University Boulevard to SH 45)
- 381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
- 390 CR 401 Improvements
- 391 CR 404 Improvements
- 486 Granger Project - Davilla Street Culvert

Under Construction/Bidding

- 463 Southeast Loop (Corridor E1) (CR 138 to CR 137)

Completed/Open to Traffic

- 463a Southeast Loop (Corridor E1) Demolition Phase 1
- 463b Southeast Loop (Corridor E1) Demolition Phase 2

**CR 110 Middle (Limmer Loop to CR 107)
Project No. 1809-261**

Original Contract Price = \$8,910,862.73

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/14/2018	2/5/2019	4/26/2019	5/6/2019	10/20/2020		390	144	534	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	5/6/2019	5/31/2019	26	\$719,064.06	\$719,064.06	\$79,896.01	\$79,896.01	9	5
2	6/1/2019	6/30/2019	30	\$327,805.09	\$1,046,869.15	\$36,422.78	\$116,318.79	13	10
3	7/1/2019	7/31/2019	31	\$406,884.79	\$1,453,753.94	\$45,209.43	\$161,528.22	17	16
4	8/1/2019	8/31/2019	31	\$391,244.33	\$1,844,998.27	\$43,471.59	\$204,999.81	22	22
5	9/1/2019	9/30/2019	30	\$88,385.54	\$1,933,383.81	\$9,820.61	\$214,820.42	23	28
6	10/1/2019	10/31/2019	31	\$295,167.52	\$2,228,551.33	\$32,796.39	\$247,616.81	27	34
7	11/1/2019	11/30/2019	30	\$424,033.35	\$2,652,584.68	\$47,114.82	\$294,731.63	32	39
8	12/1/2019	12/31/2019	31	\$511,268.18	\$3,163,852.86	\$56,807.57	\$351,539.20	38	45
9	1/1/2020	1/31/2020	31	\$385,342.62	\$3,549,195.48	\$42,815.85	\$394,355.05	42	51
10	2/1/2020	2/29/2020	29	\$514,688.36	\$4,063,883.84	\$57,187.60	\$451,542.65	49	56
11	3/1/2020	3/31/2020	31	\$344,124.14	\$4,408,007.98	\$38,236.01	\$489,778.66	53	62
12	4/1/2020	4/19/2020	19	\$293,737.21	\$4,701,745.19	\$32,637.47	\$522,416.13	56	66
13	4/20/2020	5/19/2020	30	\$277,306.64	\$4,979,051.83	\$30,811.87	\$553,228.00	60	71
14	5/20/2020	6/24/2020	36	\$726,652.00	\$5,705,703.83	\$80,739.12	\$633,967.12	68	78
15	6/25/2020	7/25/2020	31	\$410,122.34	\$6,115,826.17	\$45,569.15	\$679,536.27	73	84
16	7/26/2020	8/25/2020	31	\$254,747.98	\$6,370,574.15	\$28,305.33	\$707,841.60	76	90
17	8/26/2020	9/23/2020	29	\$111,839.24	\$6,482,413.39	\$12,426.58	\$720,268.18	77	95
18	9/24/2020	10/25/2020	27	\$962,394.02	\$7,444,807.41	-\$568,333.33	\$151,934.85	82	100
19	10/26/2020	11/25/2020	0	\$88,804.62	\$7,533,612.03	\$1,812.34	\$153,747.19	83	100
20	11/26/2020	12/27/2020	0	\$50,446.95	\$7,584,058.98	\$1,029.53	\$154,776.72	83	100
21	12/28/2020	1/31/2021	0	\$33,416.21	\$7,617,475.19	\$681.96	\$155,458.68	84	100
22	2/1/2021	2/28/2021	0	\$44,523.85	\$7,661,999.04	\$908.65	\$156,367.33	84	100
23	3/1/2021	3/31/2021	0	\$547,703.24	\$8,209,702.28	\$11,177.62	\$167,544.95	90	100
24	4/1/2021	4/30/2021	0	\$69,299.54	\$8,279,001.82	\$1,414.28	\$168,959.23	91	100
25	5/1/2021	5/31/2021	0	\$10,190.46	\$8,289,192.28	\$207.96	\$169,167.19	91	100
26	6/1/2021	8/31/2021	0	\$64,415.21	\$8,353,607.49	\$1,314.60	\$170,481.79	92	100

9/10/2021 Comments - Certificate of Completion issued fpr 6/29/21.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	10/8/2019	\$66,291.83	\$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	12/17/2019	\$31,881.14	\$ 98,172.97

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	7/21/2020	\$10,419.60	\$ 108,592.57

3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes from just south of CR 112 to the north end of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	12/8/2020	\$3,266.23	\$ 111,858.80

3L: County Convenience. Revising safety work/measures desired by the County. This Change Order adds a new item to pay the Contractor to repair the guard rail end treatment on southbound CR 110, south of CR 112. This is within the construction project limits.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/16/2021	(\$11,737.85)	\$ 100,120.95

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds improvements to drainage and new side street intersections to the project. 3L: County Convenience. Revising safety work/measures desired by the County. This Change Order deletes lime from the pavement section, adds item to pay for police used during traffic control, and repairs damage to a signal controller and repairs potholes in the existing pavement. 4B: Third Party Accommodation. Third party requested work. This change order adds fittings to the Jonah Water line.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	2/2/2021	\$46,375.56	\$ 146,496.51

3E: County Convenience. Reduction of future maintenance. This Change Order adds pay items to compensate the Contractor to mill and repave a portion of existing University Boulevard that was not called out to be overlaid in the plans.

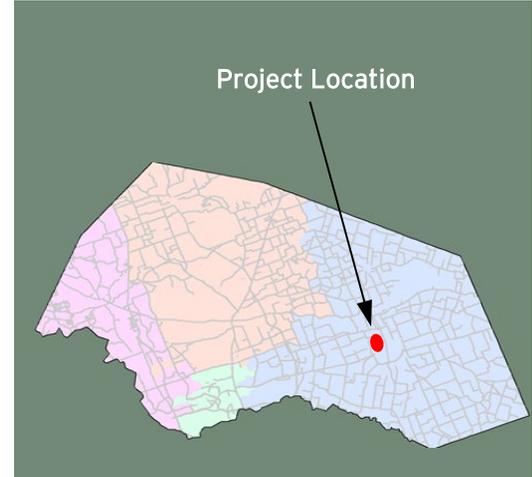
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	3/16/2021	\$6,519.31	\$ 153,015.82

3F: County Convenience. Additional work desired by the County. This Change Order adds a pay item to compensate the Contractor to remove additional structures in the right of way along CR 110 north of the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	3/16/2021	\$233,343.80	\$ 386,359.62

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Adjusted Price = \$9,297,222.35



CR 101

(US 79 to north of Chandler Road)

Project Length: 3.8 Miles

Roadway Classification: Rural Collector

Project Schedule: July 2020 - December 2021

Estimated Construction Cost: \$13 Million



August 2021 IN REVIEW

08/06/2021: The concrete rip rap for the header bank on the northwest side of the bridge was formed and poured. The dirt crew lime treated the subgrade north and south of Little Mustang Creek and at the south end of the project.

08/13/2021: Oracle Steel completed tying reinforcing steel for the bridge deck and the approach slabs at Little Mustang Creek. The dirt crew placed Geogrid and began placing the first lift of flexible base on the north and south sides Little Mustang Creek. Subcontractor KRL completed the 12" bore at the CR 101 and CR 368/394 intersection.

08/20/2021: James Construction placed concrete for the bridge deck and both approach slabs at Little Mustang Creek. The safety end treatments for the driveways just north of Little Mustang Creek were formed and poured.

08/27/2021: The contractor began forming, tying steel, and placing concrete for the rail on the bridge at Little Mustang Creek. The pipe crew placed the drainage pipe for Culvert 3 and poured the collars for connections to the inlets at Culvert 3 also. Subcontractor Lone Star Paving placed prime at the south tie-in and on the north and south sides of Little Mustang Creek.



Design Engineer: BGE, Inc.
 Contractor: James Construction
 Construction Observation:
 Kyle McCoy, HNTB

Williamson County
 Road Bond Program

**CR 101 (US 79 to Chandler Road)
Project No. 2138**

Original Contract Price = \$13,092,842.00

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/10/2019	11/5/2019	6/26/2020	7/6/2020			540		540

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	7/6/2020	7/25/2020	20	\$366,881.43	\$366,881.43	\$40,764.60	\$40,764.60	3	4
2	7/26/2020	8/30/2020	36	\$2,072,374.48	\$2,439,255.91	\$230,263.83	\$271,028.43	21	10
3	8/31/2020	9/23/2020	24	\$66,831.99	\$2,506,087.90	\$7,425.78	\$278,454.21	21	15
4	9/24/2020	10/25/2020	32	\$531,044.64	\$3,037,132.54	\$59,004.96	\$337,459.17	26	21
5	10/26/2020	11/29/2020	35	\$424,017.35	\$3,461,149.89	\$47,113.04	\$384,572.21	29	27
6	11/30/2020	12/27/2020	28	\$709,324.00	\$4,170,473.89	\$78,813.77	\$463,385.98	35	32
7	12/28/2020	1/27/2021	31	\$294,970.38	\$4,465,444.27	\$32,774.49	\$496,160.47	38	38
8	2/1/2021	2/28/2021	28	\$293,948.14	\$4,759,392.41	\$32,660.91	\$528,821.38	40	43
9	3/1/2021	3/31/2021	31	\$367,172.81	\$5,126,565.22	\$40,796.97	\$569,618.35	44	49
10	4/1/2021	4/30/2021	30	\$421,691.16	\$5,548,256.38	\$46,854.58	\$616,472.93	47	55
11	5/1/2021	5/31/2021	31	\$703,963.56	\$6,252,219.94	\$78,218.17	\$694,691.10	53	60
12	6/1/2021	6/30/2021	30	\$348,806.38	\$6,601,026.32	\$38,756.27	\$733,447.37	56	66
13	7/1/2021	7/31/2021	31	\$450,541.31	\$7,051,567.63	\$50,060.14	\$783,507.51	60	72

7/31/2020 Comments - The Notice to Proceed was issued 6/26/20 with Time Charges beginning on 7/6/2020.

Adjusted Price = \$13,092,842.00

Southeast Loop Demolition Phase 2 (Residential Demolition)

Project No. T3082

Original Contract Price = \$180,918.33

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
3/2/2021	3/16/2021	5/3/2021	5/13/2021	8/3/2021	8/3/2021	45		45

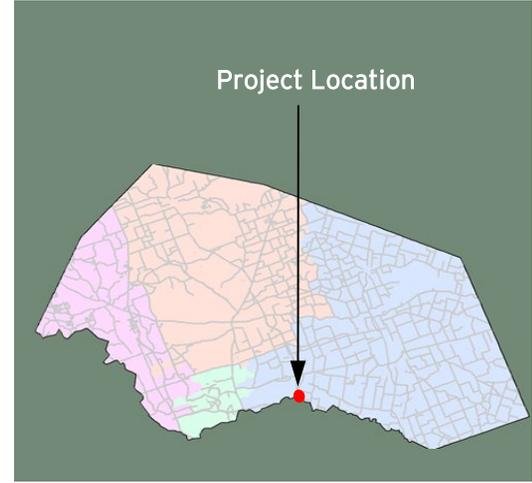
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	5/13/2021	5/28/2021	12	\$77,792.88	\$77,792.88	\$8,643.65	\$8,643.65	51	27
2	5/29/2021	6/28/2021	22	\$56,739.40	\$134,532.28	-\$1,563.00	\$7,080.65	84	76
3	6/29/2021	8/4/2021	11	\$30,318.87	\$164,851.15	-\$3,716.34	\$3,364.31	100	100
4	8/5/2021	8/31/2021	0	\$3,384.28	\$168,235.43	-\$3,364.31	\$0.00	100	100

9/10/2021 Comments - Substantial Completion issued for 8/3/21.
 1/1/2021 Comments - Time charges began 5/13/2021. Contract has 45 working days.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/31/2021	(\$12,682.90)	(\$12,682.90)

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract Quantities on the project, as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = \$168,235.43



Southeast Loop Segment 1, Phase 1
(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - January 2023
Estimated Construction Cost: \$11.7 Million



August 2021 IN REVIEW

08/06/2021: No work performed this week due to wet conditions.

08/13/2021: James Construction continued stripping topsoil east of the Bridge Church, and Austin Wood Recycling began clearing the North ROW for fencing in the Wolfe property.

08/20/2021: Austin Wood Recycling finished clearing the south ROW for fencing in the Wolfe property. Subcontractor Woolery began installing fence along the south ROW of the Wolfe property. James Construction completed disassembly of abandoned building east of the Bridge Church.

08/27/2021: James Construction continued stripping topsoil from east of the Bridge Church to the west end of the Wolfe property. Subcontractor Woolery continued installing fence along the south ROW in the Wolfe property. James Construction installed a construction exit along CR 137.



Design Engineer: RTG
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

Project Name: Southeast Loop Segment 1, Phase 1

Project No. T3346

Original Contract Price = \$11,526,789.09

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
3/30/2021	4/27/2021	7/12/2021	7/19/2021			534	0	534

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/19/2021	8/31/2021	44	\$767,411.06	\$767,411.06	\$85,267.90	\$85,267.90	7	8

7/31/2021 Comments - Time Charges began on 7/19/21.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/3/2021	148,710.35	148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Adjusted Price = \$11,675,499.44

Commissioners Court - Regular Session

51.

Meeting Date: 09/21/2021

1907-333 O'Connor Traffic Signals Change Order No. 4

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of \$37,546.50 for 1907-333 O'Connor Traffic Signals (Champion Infrastructure) P:329 Funding Source: Road Bond.

Background

This Change Order provides for the balancing of overruns to various Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. The overruns of quantities include conduit, wire and cable, due to the relocation of the signal controller at Liberty Walk. Relocation of the signal controller foundation was added by Change Order Number 3.

Item 531-6003 Concrete Sidewalk (6") quantities were increased at various locations due to the cross slopes of the existing sidewalk and requirements to meet ADA regulations.

Item 618-6046 Conduit (PVC)(Sch 80)(2") quantities were increased due to the relocation of the signal controller at Liberty Walk and new locations for ground boxes at various intersections, due to conflicts with existing utilities.

Items 620 Electrical Conductor quantities for wiring were increased due to the relocation of the signal controller at Liberty Walk and new locations for signal poles and ground boxes at various intersections, due to conflicts with existing utilities.

Items 6002 and WC9015 Coaxial Cable quantities were increased due to the relocation of the signal controller at Liberty Walk and new locations for signal poles and ground boxes at various intersections, due to conflicts with existing utilities.

This Change Order results in an increase of \$37,546.50 to the Contract amount, for an adjusted Contract total of \$1,022,105.38. The original Contract amount was \$853,503.50. Because of this Change Order, \$168,511.88 has been added to the Contract, resulting in a 19.74% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

1907-333-OConnorTrafficSignals-CO#04

Form Review

Inbox

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

09/16/2021 08:42 AM

Form Started By: Mayra Ramos
Final Approval Date: 09/16/2021

Started On: 09/13/2021 01:58 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

Project # 1907-333

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
531-6003	CONC SIDEWALKS 6"	SY	\$250.00	30.00	\$7,500.00	62.35	92.35	\$23,087.50	\$15,587.50
618-6046	CONDT (PVC)(SCH 80)(2")	LF	\$20.00	440.00	\$8,800.00	228.00	668.00	\$13,360.00	\$4,560.00
620-6007	ELEC CONDR (NO 8)BARE	LF	\$1.50	3,690.00	\$5,535.00	883.00	4,573.00	\$6,859.50	\$1,324.50
620-6008	ELEC CONDR (NO 8)INSULATED	LF	\$1.50	3,390.00	\$5,085.00	1,358.00	4,748.00	\$7,122.00	\$2,037.00
620-6009	ELEC CONDR (NO 6)BARE	LF	\$2.00	285.00	\$570.00	241.00	526.00	\$1,052.00	\$482.00
620-6010	ELEC CONDR (NO 6)INSULATED	LF	\$2.00	570.00	\$1,140.00	482.00	1,052.00	\$2,104.00	\$964.00
624-6010	GROUND BOX TY D (162922)W/APRON	EA	\$1,600.00	18.00	\$28,800.00	3.00	21.00	\$33,600.00	\$4,800.00
684-6046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	\$7.00	1,375.00	\$9,625.00	574.00	1,949.00	\$13,643.00	\$4,018.00
684-6079	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	LF	\$2.00	2,605.00	\$5,210.00	994.00	3,599.00	\$7,198.00	\$1,988.00
6002-6005	VIVDS COMMUNICATION CABL (COAXIAL)	LF	\$2.00	1,973.00	\$3,946.00	442.00	2,415.00	\$4,830.00	\$884.00
WC9015	OPTICOM CBLE - GTT MODEL 138	LF	\$1.50	1,021.00	\$1,531.50	601.00	1,622.00	\$2,433.00	\$901.50
TOTALS					\$77,742.50			\$115,289.00	\$37,546.50

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

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

Change Order No. 4

Reason for Change

This Change Order provides for the balancing of overruns to various Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. The overruns of quantities include conduit, wire and cable, due to the relocation of the signal controller at Liberty Walk. Relocation of the signal controller foundation was added by Change Order Number 3.

Item 531-6003 Concrete Sidewalk (6") quantities were increased at various locations due to the cross slopes of the existing sidewalk and requirements to meet ADA regulations.

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This Change Order results in an increase of \$37,546.50 to the Contract amount, for an adjusted Contract total of \$1,022,105.38. The original Contract amount was \$853,503.50. Because of this Change Order, \$168,511.88 has been added to the Contract, resulting in a 19.74% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Lowell Choate, P.E.

Location	Wire/Cable		#6 INS	#6 BARE	#8 INS	#8 BARE	2/C	4/C	7/C	20/C	VIVID	OPTICOM	Total Overrun
	Unit Rate		\$ 2.00	\$ 2.00	\$ 1.50	\$ 1.50	\$ 2.00	\$ 2.00	\$ 3.00	\$ 7.00	\$ 2.00	\$ 1.50	
Liberty Walk	Contractor	QTY (LF)	420	210	1800	2400	2010	620	1070	995	1200	675	
	Plan	QTY (LF)	180	90	920	1435	960	461	879	345	529	259	
	Overrun		133%	133%	96%	67%	109%	34%	22%	188%	127%	161%	\$ 12,994.50
Great Oaks	Contractor	QTY (LF)	460	230	1370	1965	1200	590	950	720	900	630	
	Plan	QTY (LF)	340	170	1320	1275	1025	423	1178	595	805	514	
	Overrun		35%	35%	4%	54%	17%	39%	-19%	21%	12%	23%	\$ 2,709.00
Morgan Hill	Contractor	QTY (LF)	450	225	1660	1610	1115	610	660	645	900	570	
	Plan	QTY (LF)	50	25	1150	980	620	425	554	435	639	248	
	Overrun		800%	800%	44%	64%	80%	44%	19%	48%	41%	130%	\$ 7,063.00
Total	Contractor	QTY (LF)	1330	665	4830	5975	4325	1820	2680	2360	3000	1875	
	Plan	QTY (LF)	570	285	3390	3690	2605	1309	2611	1375	1973	1021	
	Overrun		133%	133%	42%	62%	66%	39%	3%	72%	52%	84%	
Cost	Contractor		\$ 2,660.00	\$ 1,330.00	\$ 7,245.00	\$ 8,962.50	\$ 8,650.00	\$ 3,640.00	\$ 8,040.00	\$ 16,520.00	\$ 6,000.00	\$ 2,812.50	
	Plan		\$ 1,140.00	\$ 570.00	\$ 5,085.00	\$ 5,535.00	\$ 5,210.00	\$ 2,618.00	\$ 7,833.00	\$ 9,625.00	\$ 3,946.00	\$ 1,531.50	
	Overrun		\$ 1,520.00	\$ 760.00	\$ 2,160.00	\$ 3,427.50	\$ 3,440.00	\$ 1,022.00	\$ 207.00	\$ 6,895.00	\$ 2,054.00	\$ 1,281.00	\$ 22,766.50

Commissioners Court - Regular Session

52.

Meeting Date: 09/21/2021

CR 245 TCEQ Agent Authorization

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the CR 245 Project, a 2019 Road Bond Project in Commissioner Pct. 3.

P: 353 Funding Source: Road Bonds

Background

The CR 245 project requires TCEQ approval of a Water Pollution and Abatement Plan (WPAP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of GLGann LLC to submit the needed WPAP Exception for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR245-TCEQ-AgentAuthorization

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 09/16/2021

Reviewed By

Becky Pruitt

Date

09/16/2021 09:26 AM

Started On: 09/15/2021 04:54 PM

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I _____ Judge Bill Gravell Jr. _____
Print Name
_____ County Judge _____
Title - Owner/President/Other
of _____ Williamson County _____
Corporation/Partnership/Entity Name
have authorized _____ Clay E. Gann, P.E. _____
Print Name of Agent/Engineer
of _____ CLGann, LLC _____
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to \$10,000 per day per violation.
2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.
3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.
4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.
5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature

Date

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____, _____.

NOTARY PUBLIC

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session

53.

Meeting Date: 09/21/2021

CR 111 Interlocal Agreement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement regarding City/County Participation in the Design and Construction Costs Related to CR 111 Construction Project with the City of Georgetown.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CR 111 ILA

Form Review

Inbox

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

09/16/2021 09:15 AM

Form Started By: Charlie Crossfield

Started On: 09/16/2021 08:58 AM

Final Approval Date: 09/16/2021

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND
CONSTRUCTION COSTS RELATED TO CR 111 CONSTRUCTION PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Georgetown, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing the reconstruction of CR 111 and CR 105 between FM 1460 and SH 130, the approximate location being shown on **Exhibit “A”**, attached hereto, (the “**County Project**”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the design and construction of the County Project. The County Project includes planning of an improvement to CR 111 and CR 105 from FM 1460 to SH 130.

**II.
CONSTRUCTION OF COUNTY PROJECT**

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, right-of-way acquisitions, utility relocations, and all other costs related to the construction of the County Project, (“**County Project Costs**”).

2.02 Construction Plans. The County has submitted the plans and specifications related to the County Project to the City. Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

2.03 Inspection. The City may inspect all aspects of the County Project during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project. All required City of Georgetown permit fees are waived.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the County Project. The County shall require the contractor to provide performance bonds and maintenance bonds in favor of the City for the County Project in amounts satisfactory to the City. The County shall transfer all warranties for the County Project to the City upon final completion and acceptance of the Project.

III.

GEORGETOWN OBLIGATIONS

3.01 City Reimbursements. It is estimated that the City Participation amount is 34% of the total construction costs for the County Project Costs (the "City Participation Amount"). The City shall reimburse the County for the County Project in an amount not to exceed Five Million Eight Hundred Thousand Dollars (\$5,800,000) for construction, and an amount not to exceed Two Million Four Hundred Thousand Dollars (\$2,400,000) for Right of Way acquisition and utility relocations (together "Total City Participation"). The County will transmit reimbursement requests up to the City Participation agreed amount using the following payment schedule: 25% upon execution of the Agreement between the City of Georgetown and Williamson County, 25% upon awarding bid, 25% when construction is 50% complete, as determined by the value of the work completed to date against the contract amount, and 25% upon substantial completion.

Each reimbursement request will be submitted in a timely manner with proper documentation to support the expenditures. The City shall make a good faith effort to remit payment to the County, up to the total City Participation, within thirty (30) days after receipt date of reimbursement request

from the County

3.02 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries.

3.03 Acquisition of Real Property Rights. The City hereby authorizes the County to undertake the acquisition of right-of-way, drainage easements, utility easement, and other real property rights and interests, through negotiation or condemnation, within the city limits, which are necessary for the completion of the County Project. This authorization is subject to the following conditions for any property rights acquired after the Effective Date of this Agreement:

1. Property rights which are within the City Limits shall be acquired in the name of the City, utilizing only published City standard forms, or forms with those changes as are approved by the City Attorney; and,

2. An Owner's Title Insurance Policy (OTP) shall be acquired in the name of the City for all interests conveyed in accordance with Item 1 of this Section. The OTP shall be subject only to such exceptions as are authorized or accepted by the City Attorney.

3.04 Operation, & Maintenance. The City agrees to accept maintenance of the County Project within the City Limits as exist at the time of completion of County Project, subject to the following conditions:

1. Inspections have been completed, and any deficiencies or defects have been cured in accordance with Section 2.03 of this Agreement; and,

2. All bonds or other securities have been provided to, and accepted by, the City in accordance with Section 2.05 of this Agreement.

3.05 Ownership. The County agrees to transfer property rights including any fee or easements interests, permits and licenses for those portions of the County Project within City Limits as exist at the time of the completion of the County Projection, and which are not held by the City at time of completion of the County Project, via documents approved by the City Attorney. All property rights shall be transferred with the same warranty with which they were received by the County, and shall be provided with an OTP subject only to such exceptions as are authorized or accepted by the City Attorney; provided however, that any failure of the County's to clear an exception on the OTP as requested by the City Attorney will not be grounds for the City to withhold a reimbursement payment required pursuant to Section 3.01.

3.06 Annexation. The City may, at its election, annex such sections of the County Project as allowed by law during the term of this Agreement. For the avoidance of doubt, the County's approval of this Agreement shall constitute a request for the City to annex the subject right-of-way under Section 43.1055 of the Texas Local Government Code. Within 60 days of

request by the City, County shall provide all such documentation and authorizations as are necessary to effect such annexation(s).

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. The term of this Agreement shall begin on the Effective and shall

end on the date that all obligations of the parties with respect to this Agreement have been satisfied.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the plans attached hereto as Exhibit "A."

5.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.9 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627
300-1 Industrial Ave, Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

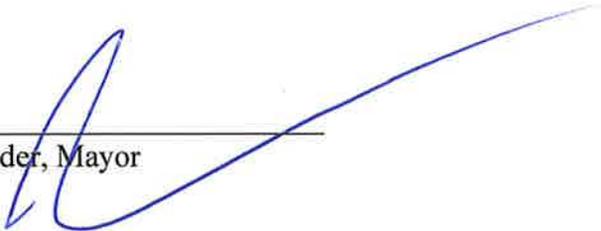
5.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.15 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor



ATTEST:

By: Robyn Densmore
Robyn Densmore City Secretary

APPROVED AS TO FORM:

By: Alyssa
Name: Skye Masson
Title: City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 14 day of September, 2021, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.



Karen Frost
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
William Gravell, Jr., County Judge

ATTEST:

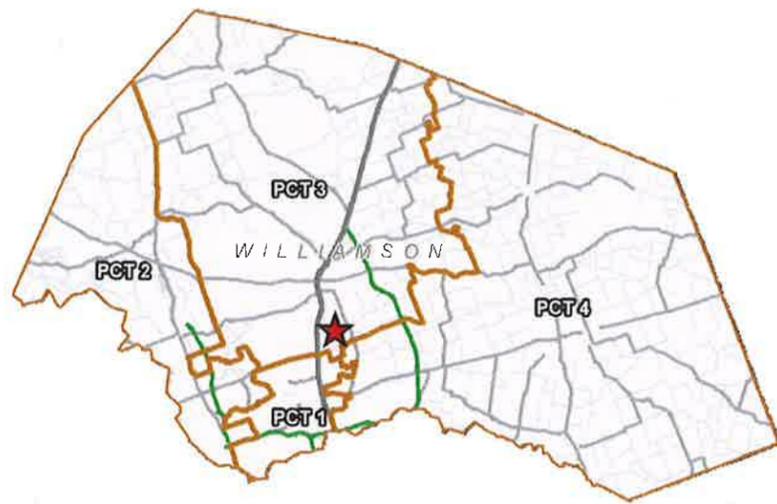
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

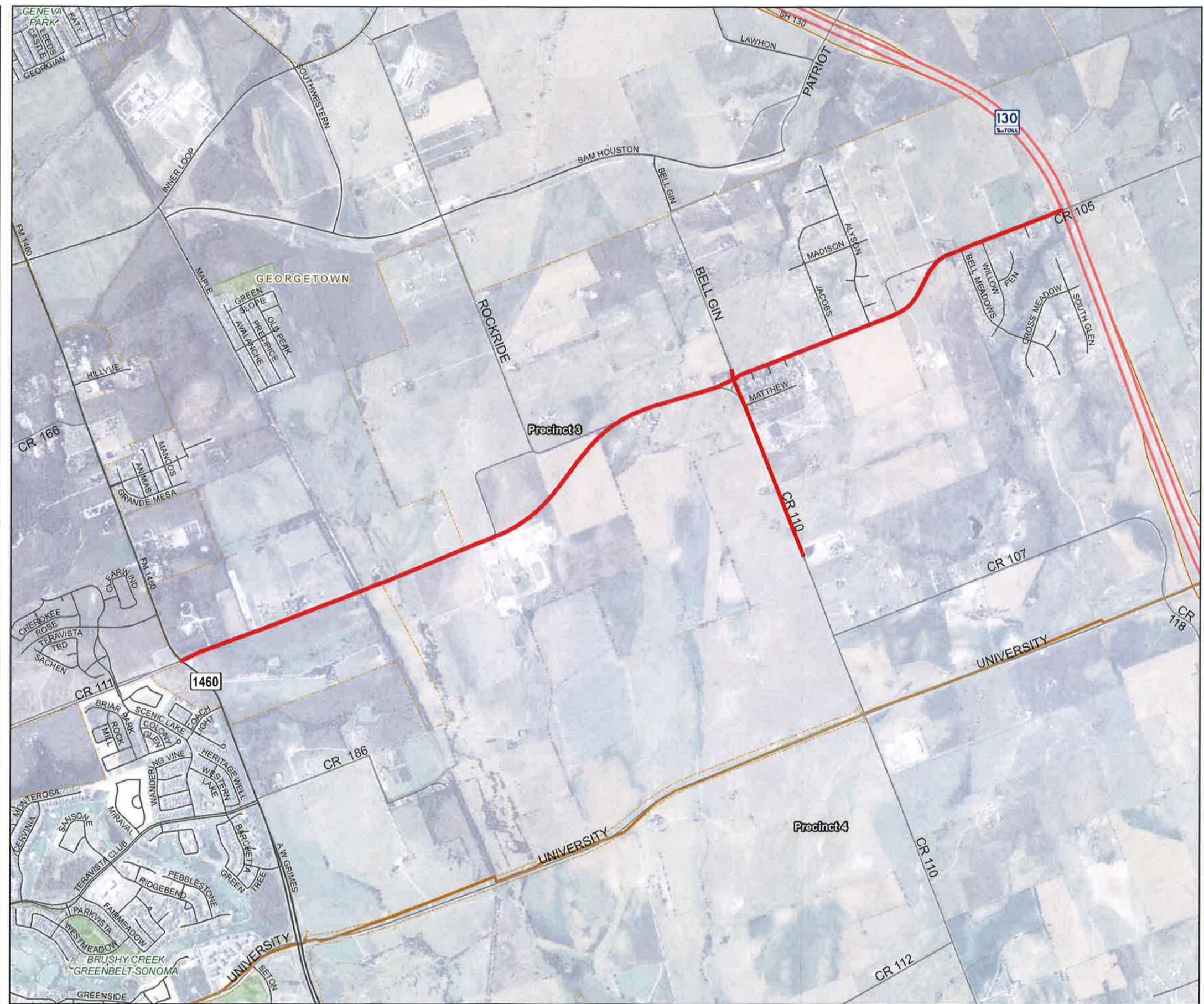
Notary Public, State of Texas

Path: \\VALSRV001\job\34275\WCS\GEC\Tech\GIS\SWX\DIR\CHIB\12013\Road Bond Committee_Maps\03_Westinghouse_Rd.mxd Date Saved: 5/7/2013



Roadway: Westinghouse Road
Limits: From FM 1460 to SH 130
Proposed Improvements Phase 1: Planning, environmental clearance, and ROW acquisition
Proposed Improvements Phase 2: Reconstruct existing two lane roadway to a four lane divided roadway
Submitted By: Williamson County

-  Proposed Project
-  River/Stream
-  Precinct Boundary
-  Park
-  City



Commissioners Court - Regular Session

54.

Meeting Date: 09/21/2021

Thrall ILA

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the City/County Participation in the Design and Construction Costs Related to the South Bound Street Construction Project with the City of Thrall.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Thrall ILA

Form Review

Inbox

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

09/16/2021 10:56 AM

Form Started By: Charlie Crossfield

Started On: 09/16/2021 09:02 AM

Final Approval Date: 09/16/2021

**INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND
CONSTRUCTION COSTS RELATED TO THE SOUTH BOUND STREET
CONSTRUCTION PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“**Agreement**”) is entered into between the City of Thrall, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing the reconstruction of South Bound Street, the approximate location being shown on Exhibit “A”, attached hereto, (the “**County Project**”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide consent for the County’s construction of the County Project with the Thrall city limits. The County Project includes pavement stabilization, surface treatment, grading and other activities related to the County Project.

**II.
CONSTRUCTION OF COUNTY PROJECT**

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, and all other costs related to the construction of the County Project.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project. Any permits required by the City are hereby waived.

III.

CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries. The City further agrees to accept maintenance of the County Project within the City limits.

IV.

GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in as Exhibit "A."

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY: City of Thrall
104 S. Main St / Po Box 346
Thrall, TX 76578
Attn: City Manager ~~Administrator~~

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF THRALL, TEXAS

By: [Signature]

Name: Troy Marx

Its: Mayor - City of Thrall

ATTEST:

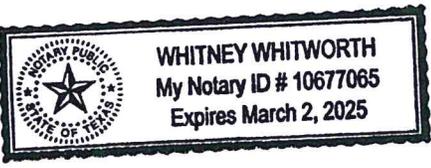
By: [Signature]

September 8, 2021 City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 8 day of September, 2021, by Troy Marx as Mayor of the City of Thrall, a Texas city, on behalf of said city.

[Signature]
Notary Public, State of Texas



WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

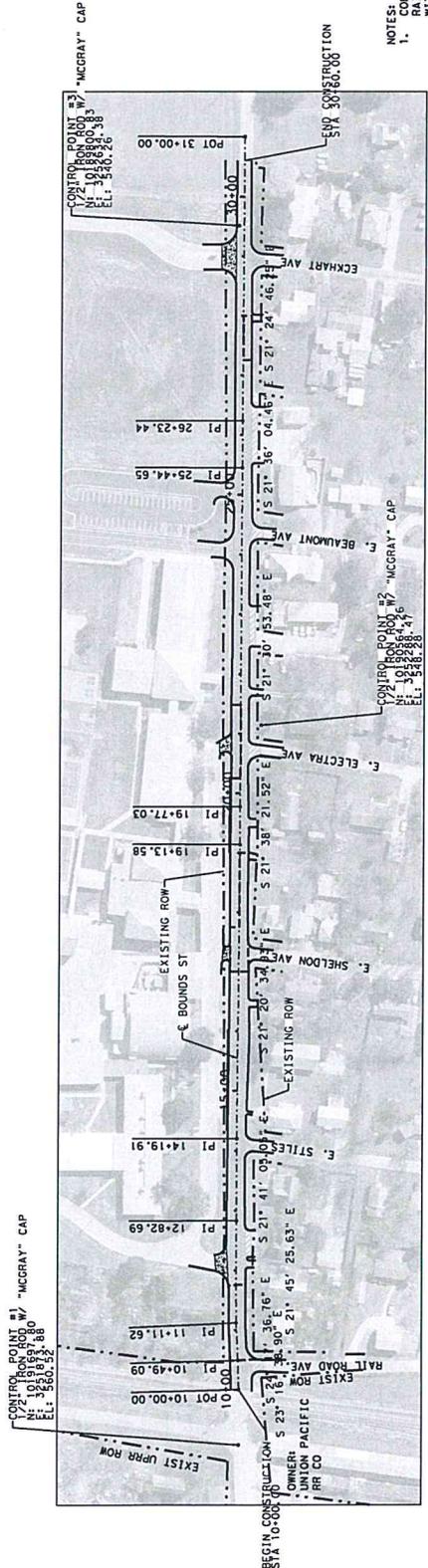
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

Exhibit "A"



NOTES:
 1. CONTRACTOR WILL BE REQUIRED TO OBTAIN RAILROAD AGREEMENT FOR WORK PERFORMED WITHIN UPRR ROW.
 2. CONTRACTOR TO OBTAIN RAILROAD FLAGGER TRAINING.



SCALE (IN FEET):
 0 200



RS&H
 8240 N. M. ... Suite 300
 Austin, Texas 78759
 512-278-5427 FAX 512-459-2233
 © Texas Registration No. F3401

**BOUNDS STREET OVERLAY
 PROJECT LAYOUT**

© 2021	DISTRICT	ROADWAY	SHEET	1 OF 1
FOR	AUSTIN	BOUNDS STREET		
BY	BL	COUNTY	WILLAMSON	
DATE				15

HORIZONTAL ALIGNMENT

Point	Description	Stationing
Point 11	Chain Thrall-CL contains:	10+00.00
Point 12	Beginning chain Thrall-CL description	10+49.09
Point 13	Course from 11 to 12	11+11.62
Point 14	Course from 12 to 13	12+02.69
Point 15	Course from 13 to 14	14+19.91
Point 16	Course from 14 to 15	19+13.58
Point 17	Course from 15 to 16	19+77.03
Point 18	Course from 16 to 17	25+44.65
Point 19	Course from 17 to 18	26+23.44
Point 20	Course from 18 to 19	31+00.00

Commissioners Court - Regular Session

55.

Meeting Date: 09/21/2021

Corridor H Relocation Claims

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 5 claims for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462

Unit 121- Stephen Powell

Unit A05- Larry Evans

Unit O22- Vincent Mulligan

Unit C07 and C08- S&L Mobile Tools

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Unit 022 Claim

Unit C07 Claim

Unit C08 Claim

Unit 121 Claim

Unit A05 Claim

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/16/2021

Reviewed By

Becky Pruitt

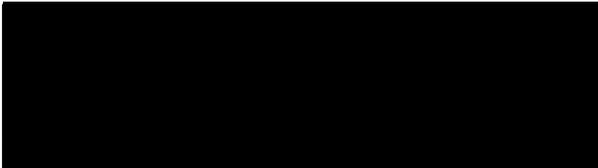
Date

09/16/2021 11:24 AM

Started On: 09/16/2021 10:43 AM

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information			
1. Name of Claimant(s) Vincent P. Mulligan		Parcel No: 13	County: Williamson
<input checked="" type="checkbox"/> Individual Storage Unit #022		Project: Corridor H/Sam Bass Rd	
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681		3. Address Moved To: Boat + RV Storage	
Claimant's Telephone No.: [REDACTED]		[REDACTED]	
4. Occupancy of Property Acquired by Williamson County: From (Date): Sep 2019 To (Date of Move): Aug 30, 2021		5. Distance Moved: 5 Miles	
<input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		7. Mover's Name and Address: Self-Move based off approved fec schedule	
6. Controlling Dates		9. Amount of Claim:	
Mo.	Day	Yr.	
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		a. Moving Expenses	\$400.00
Place Stored (Name and Address): N/A		b. Reestablishment Expenses	\$N/A
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		c. Searching Expenses	\$N/A
		d. Tangible Property Loss	\$N/A
		e. Storage	\$N/A
		f. Temporary Lodging	\$N/A
		g. Total Amount	\$400.00
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.			
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">Signature Claimant</p> <p>Date of Claim: 9-2-2021</p> <p style="text-align: center;">Signature Claimant</p> </div> <div style="width: 50%; border-top: 1px solid black; text-align: center;"> <p style="font-size: 2em; color: blue;">[Signature]</p> <p>Relocation Agent</p> </div> </div>			
Spaces Below to be Completed by Williamson County			
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct, and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:			
Amount of \$ 400.00	9-3-2021	[Signature]	
Date		Relocation Agent	
Date		Williamson County Judge	

Parcel 13 Sam Bass Road			Displacee Name <u>Vincent Mulligan</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>022</u>
Type of Property	Buehler		Comments:
	cost per each		
Passenger Vehicles		\$250.00	
Covered Trailers		\$250.00	
Flatbed Trailers		\$250.00	
Various Boats with Trailers		\$300.00	
Motorhome Bus		\$500.00	
Motorhome		\$400.00	
Box Truck		\$450.00	
Food Truck		\$450.00	
Travel Trailers All Sizes		\$400.00	
8' X 8' Storage Bins (contents only)		\$850.00	
Slide in Truck Camper		\$350.00	
Office Trailer		\$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Vincent P. Mulligan

Unit/Space #: 22

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

Citizens or Nationals of the United States

or

Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Vincent P. Mulligan
Signature

8/7/2021 Date:

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

**CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # 22**

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

Vincent P. Mulligan
Signature

8/7/2021
Date

Vincent P. Mulligan
Print Name

22
UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

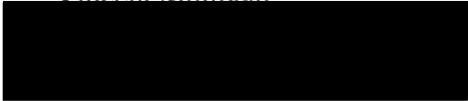
RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # 22

Vincent Mulligan


Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
 - a. Assistance is determined upon evaluation of the type of personal property to be moved.
 - b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
 - a. Estimated move costs must be approved before moving any personal property.
 - b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

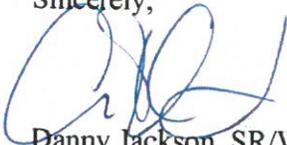
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,



Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 022

Name Vincent Mulligan

Phone [REDACTED]

Email [REDACTED]

Date	Comments
8-23-21	Received a call from Vincent Mulligan asking about relocation benefits, I explained the project and that he was eligible for \$400 to move his travel trailer. He said he was looking and having trouble finding a place, said he would let me know when he moved.
9-1-21	Received call from Vincent Mulligan he said he had moved. I told him I would prepare claim for him to sign.
9-2-21	Verified move and sent tenant claim forms.
9-9-21	Signed Claim forms returned. Payment request sent to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information			
1. Name of Claimant(s) <i>S+L Mobile Tools, Inc</i>		Parcel No: 13	County: Williamson
<input checked="" type="checkbox"/> Individual Storage Unit #C07		Project: Corridor H/Sam Bass Rd	
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681		3. Address Moved To: [REDACTED]	
Claimant's Telephone No.: [REDACTED]		5. Distance Moved: <i>5</i> Miles	
4. Occupancy of Property Acquired by Williamson County: From (Date): <i>2/1/2016</i> To (Date of Move): <i>8/14/2021</i>		7. Mover's Name and Address: Self-Move based off approved fee schedule	
<input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		9. Amount of Claim:	
6. Controlling Dates		a. Moving Expenses \$400.00	
a. First Offer in Negotiation	Mo. 05 Day 11 Yr. 2020	b. Reestablishment Expenses \$N/A	
b. Date Property Acquired	Mo. 05 Day 29 Yr. 2021	c. Searching Expenses \$N/A	
c. Date Required to Move	Mo. 11 Day 30 Yr. 2021	d. Tangible Property Loss \$N/A	
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		e. Storage \$N/A	
Place Stored (Name and Address): N/A		f. Temporary Lodging \$N/A	
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		g. Total Amount \$400.00	
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.			
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p style="margin: 0;"><i>[Signature]</i></p> <p style="margin: 0; font-size: small;">Signature Claimant</p> </div> <div style="width: 40%;"> <p style="margin: 0;">Date of Claim: <i>9/6/2021</i></p> <p style="margin: 0; font-size: small;">Signature Claimant</p> </div> </div>			
Spaces Below to be Completed by Williamson County			
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:			
Amount of \$ 400.00		<i>[Signature]</i>	
<i>9-7-2021</i>		Relocation Agent	
Date		Relocation Agent	
Date		Williamson County Judge	

Parcel 13 Sam Bass Road			Displacee Name <u>Steven [REDACTED]</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>C07</u>
Type of Property		Buehler	Comments:
		cost per each	[REDACTED]
Passenger Vehicles		\$250.00	[REDACTED]
Covered Trailers		\$250.00	[REDACTED]
Flatbed Trailers		\$250.00	[REDACTED]
Various Boats with Trailers		\$300.00	
Motorhome Bus		\$500.00	
Motorhome		\$400.00	
Box Truck		\$450.00	
Food Truck		\$450.00	
Travel Trailers All Sizes		\$400.00	
8' X 8' Storage Bins (contents only)		\$850.00	
Slide in Truck Camper		\$350.00	
Office Trailer		\$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: S+L Mobile Tools, Inc.

Unit/Space #: C07

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

Citizens or Nationals of the United States

or

Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature

Date:

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.


Claimant

Date: 9/13/2021

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Michelle at Sam Bass Storage [REDACTED]
Sent: Friday, September 10, 2021 12:30 PM
To: Danny Jackson
Cc: Eric Klingemann; Sam Nassour
Subject: Re: Sam Bass Storage Moved Tenants

Hi Danny,

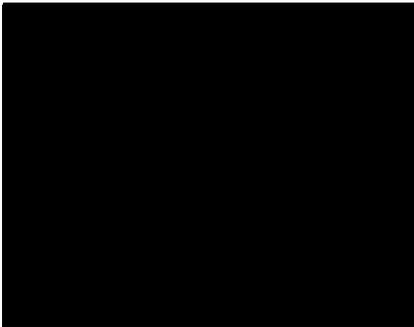
The below are all confirmed except for C 22. I actually just left the facility and forgot to check, she is still on our books but she may have vacated the spot so I will check next time I am on site.

Thanks,
Michelle

On Thu, Sep 9, 2021 at 3:33 PM Danny Jackson <danny.jackson@rightofwayoftexas.com> wrote:

Michelle and Eric, Hi

I needed to confirm with you that the following tenants have terminated their lease agreement and have vacated:



Thanks,

Danny

Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC

Project Manager

Right of Way of Texas, LLC.

Cell 512-922-5930

danny.jackson@rightofwayoftexas.com

6101 W Courtyard Dr

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

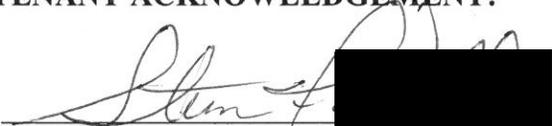
ACKNOWLEDGMENT BY TENANT

**CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # C7**

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

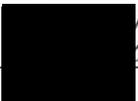
TENANT ACKNOWLEDGEMENT:



Signature  

Date



Print Name  

UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

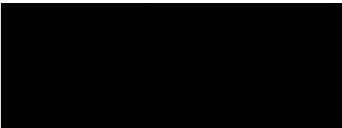
RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # C7



Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

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 - b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

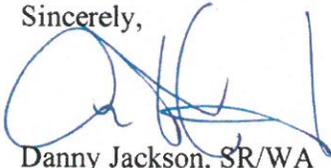
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DJ', is written over the word 'Sincerely,'.

Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

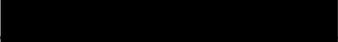
cc: Lisa Dworaczyk, Sheets and Crossfield

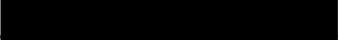
Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # C07

Name  _____

Phone  _____

Email  _____

Date	Comments
08-04-2021	Spoke with Steve Wald and explained project and relocation benefits. He is renting 2 units at this facility #C07 and #C08.
08-27-2021	Received email from Steve Wald stating that he had moved from the storage facility.
08-27-2021	Prepared claim forms and sent to Steve for signature.
09-07-2021	Received sign claim forms back from Mr. Wald.
09-10-2021	Verified move. Prepared move claim and sent to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) <i>STL Mobile Tools, Inc.</i>		Parcel No: 13		County: Williamson
<input checked="" type="checkbox"/> Individual Storage Unit #C08		Project: Corridor H/Sam Bass Rd		
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681		3. Address Moved To: <i>5201 R... 7767</i> [REDACTED]		
Claimant's Telephone No.: [REDACTED]		5. Distance Moved: <u>5</u> Miles		
4. Occupancy of Property Acquired by Williamson County: From (Date): <u>2/1/2016</u> To (Date of Move): <u>8/14/2021</u> <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		7. Mover's Name and Address: Self-Move based off approved fee schedule		
6. Controlling Dates		9. Amount of Claim:		
a. First Offer in Negotiation	Mo. 05	Day 11	Yr. 2020	a. Moving Expenses \$450.00
b. Date Property Acquired	Mo. 05	Day 29	Yr. 2021	b. Reestablishment Expenses \$N/A
c. Date Required to Move	Mo. 11	Day 30	Yr. 2021	c. Searching Expenses \$N/A
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		d. Tangible Property Loss \$N/A		
Place Stored (Name and Address): N/A		e. Storage \$N/A		
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		f. Temporary Lodging \$N/A		
		g. Total Amount \$450.00		
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="margin: 0;"><i>[Signature]</i></p> <p style="margin: 0; font-size: small;">Signature Claimant</p> </div> <div style="width: 45%;"> <p style="margin: 0;">Date of Claim: <u>9/6/2021</u></p> <p style="margin: 0; font-size: small;">Signature Claimant</p> </div> </div>				
Spaces Below to be Completed by Williamson County				
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:				
Amount of \$ 450.00		<i>[Signature]</i>		
<u>9-7-2021</u>		Relocation Agent		
Date		Date		
Date		Williamson County Judge		

Parcel 13 Sam Bass Road			Displacee Name	
Tenant Personal Property Relocation Estimate			Unit Number	C08
Type of Property		Buehler	Comments:	
		cost per each		
Passenger Vehicles		\$250.00		
Covered Trailers		\$250.00		
Flatbed Trailers		\$250.00		
Various Boats with Trailers		\$300.00		
Motorhome Bus		\$500.00		
Motorhome		\$400.00		
Box Truck		\$450.00		
Food Truck		\$450.00		
Travel Trailers All Sizes		\$400.00		
8' X 8' Storage Bins (contents only)		\$850.00		
Slide in Truck Camper		\$350.00		
Office Trailer		\$650.00		

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: S+L Mobile Tools, Inc.

Unit/Space #: C08

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

- Citizens or Nationals of the United States
- or
- Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature

Date:

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.


Claimant

Date: 9/13/2021

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Michelle at Sam Bass Storage <[REDACTED]>
Sent: Friday, September 10, 2021 12:30 PM
To: Danny Jackson
Cc: Eric Klingemann; Sam Nassour
Subject: Re: Sam Bass Storage Moved Tenants

Hi Danny,

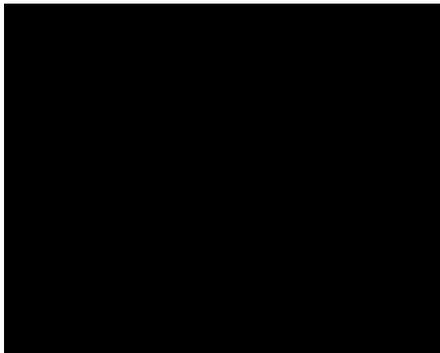
The below are all confirmed except for C 22. I actually just left the facility and forgot to check, she is still on our books but she may have vacated the spot so I will check next time I am on site.

Thanks,
Michelle

On Thu, Sep 9, 2021 at 3:33 PM Danny Jackson <danny.jackson@rightofwayoftexas.com> wrote:

Michelle and Eric, Hi

I needed to confirm with you that the following tenants have terminated their lease agreement and have vacated:



Thanks,

Danny

Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC

Project Manager

Right of Way of Texas, LLC.

Cell 512-922-5930

danny.jackson@rightofwayoftexas.com

6101 W Courtyard Dr

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD

PARCEL 13

SAM BASS STORAGE

UNIT # C8

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

  8/4/2021

Signature Date

Steven F. 

Print Name UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # C8



Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
 - a. Assistance is determined upon evaluation of the type of personal property to be moved.
 - b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
 - a. Estimated move costs must be approved before moving any personal property.
 - b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

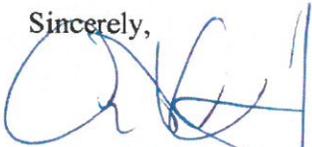
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,



Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information			
1. Name of Claimant(s) <u>Redfish swimming</u> <u>Avery</u> care of <u>Stephen Powell</u>		Parcel No: 13	County: Williamson
<input checked="" type="checkbox"/> Individual Storage Unit #121		Project: Corridor H/Sam Bass Rd	
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681		3. Address Moved To: <div style="background-color: black; width: 100%; height: 20px;"></div>	
Claimant's Telephone No.: <div style="background-color: black; width: 100%; height: 15px;"></div>		5. Distance Moved: <u>1.2</u> Miles	
4. Occupancy of Property Acquired by Williamson County: From (Date): <u>7/3/2020</u> To (Date of Move): <u>8/15/2021</u>		7. Mover's Name and Address: Self-Move based off approved fee schedule	
<input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		9. Amount of Claim:	
6. Controlling Dates			
a. First Offer in Negotiation	Mo. Day Yr.		
b. Date Property Acquired	Mo. Day Yr.		
c. Date Required to Move	Mo. Day Yr.	a. Moving Expenses	\$250.00
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		b. Reestablishment Expenses	\$N/A
Place Stored (Name and Address): N/A		c. Searching Expenses	\$N/A
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		d. Tangible Property Loss	\$N/A
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.		e. Storage	\$N/A
Signature Claimant:		f. Temporary Lodging	\$N/A
Date of Claim: <u>9/9/2021</u>		g. Total Amount	\$250.00
Signature Claimant: _____		11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.	
Spaces Below to be Completed by Williamson County			
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:			
Amount of \$ 250.00			
<u>9-10-2021</u>		Relocation Agent	
Date		_____	
_____		Williamson County Judge	
Date		_____	

Parcel 13 Sam Bass Road			Displacee Name <u>Steve Powell</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>121</u>
Type of Property	Buehler		Comments:
	cost per each		<u>Redfish Swimming</u>
Passenger Vehicles	\$250.00		
Covered Trailers	\$250.00		
Flatbed Trailers	\$250.00		
Various Boats with Trailers	\$300.00		
Motorhome Bus	\$500.00		
Motorhome	\$400.00		
Box Truck	\$450.00		
Food Truck	\$450.00		
Travel Trailers All Sizes	\$400.00		
8' X 8' Storage Bins (contents only)	\$850.00		
Slide in Truck Camper	\$350.00		
Office Trailer	\$650.00		

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Stephen Powell

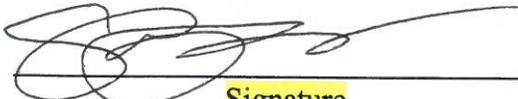
Unit/Space #: 121

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

- Citizens or Nationals of the United States
- or
- Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.



Signature

Date: 8/3/21

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date: 8/3/21

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

**CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # 121**

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:


Signature

8/3/21
Date

Stephen Powell
Print Name
"Redfish Swimming"

121
UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: [REDACTED]
Sent: Wednesday, August 25, 2021 2:43 PM
To: Danny Jackson
Cc: Michelle at Sam Bass Storage; Sam Nassour
Subject: Re: Tenant Status Unit #121 and Unit #A05

Yes, they have moved out.

Thank you,

On Aug 25, 2021, at 1:18 PM, Danny Jackson <danny.jackson@rightofwayoftexas.com> wrote:

Michelle and Eric, Hi

I needed to confirm with you that the following tenants have terminated their lease agreement and have vacated:

- Unit #121, Steve Powell Redfish Swimming
- Unit #A05, Larry Evans

Thanks,
Danny

Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC
Project Manager
Right of Way of Texas, LLC.
Cell 512-922-5930
danny.jackson@rightofwayoftexas.com
6101 W Courtyard Dr
Bldg. 1, Ste. 125
Austin, Texas 78730

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 121

Name Steve Powell

Phone [REDACTED]

Email [REDACTED]

Date	Comments
8-3-2021	Email from tenant asking about the letter they received.
8-4-2021	I called and explained process and payment. He said they would let me know when
8-24-2021	they moved. Received email from tenant that they have moved, will prepare claim.
8-25-2021	Inspected to verify vacancy. Sent claim to tenant for signature
9-10-2021	Claim to Sheets and Crossfield for approval and payment

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # 121

Redfish Swimming - Stephen Powell


Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
 - a. Assistance is determined upon evaluation of the type of personal property to be moved.
 - b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
 - a. Estimated move costs must be approved before moving any personal property.
 - b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,



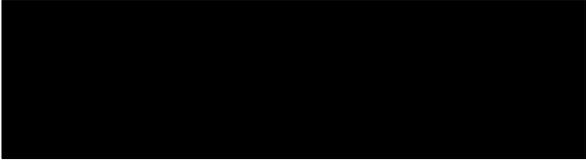
Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information			
1. Name of Claimant(s) LARRY EVANS		Parcel No: 13	County: Williamson
<input checked="" type="checkbox"/> Individual Storage Unit #A05		Project: Corridor H/Sam Bass Rd	
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681		3. Address Moved To: <div style="background-color: black; width: 100%; height: 20px;"></div>	
Claimant's Telephone No.: <div style="background-color: black; width: 100%; height: 15px;"></div>		5. Distance Moved: Miles 5.2	
4. Occupancy of Property Acquired by Williamson County: From (Date): 1/1/20 To (Date of Move): 9/8/20 <input type="checkbox"/> Owner/Occupant <input checked="" type="checkbox"/> Tenant		7. Mover's Name and Address: Self-Move based off approved fee schedule SELF	
6. Controlling Dates		9. Amount of Claim:	
a. First Offer in Negotiation	Mo. 05	Day 11	Yr. 2020
b. Date Property Acquired	Mo. 05	Day 29	Yr. 2021
c. Date Required to Move	Mo. 11	Day 30	Yr. 2021
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		a. Moving Expenses	\$400.00
Place Stored (Name and Address): N/A		b. Reestablishment Expenses	\$
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		c. Searching Expenses	\$
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.		d. Tangible Property Loss	\$
Signature Claimant:		e. Storage	\$
Date of Claim: 9/8/21		f. Temporary Lodging	\$
Signature Claimant:		g. Total Amount	\$400.00
Spaces Below to be Completed by Williamson County			
I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:			
Amount of \$ 400.00	9-10-2021		
	Date	Relocation Agent	
	Date	Williamson County Judge	

Parcel 13 Sam Bass Road			Displacee Name <u>Larry Evans</u>
Tenant Personal Property Relocation Estimate			Unit Number <u>A05</u>
Type of Property	Buehler		Comments:
	cost per each		
Passenger Vehicles	\$250.00		
Covered Trailers	\$250.00		
Flatbed Trailers	\$250.00		
Various Boats with Trailers	\$300.00		
Motorhome Bus	\$500.00		
Motorhome	\$400.00		
Box Truck	\$450.00		
Food Truck	\$450.00		
Travel Trailers All Sizes	\$400.00		
8' X 8' Storage Bins (contents only)	\$850.00		
Slide in Truck Camper	\$350.00		
Office Trailer	\$650.00		

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road

Parcel: 13

Tenant Name: Larry Evans

Unit/Space #: A5

Individuals, Families and Unincorporated Businesses or Farming Operations

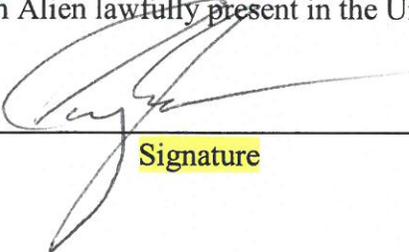
I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

Citizens or Nationals of the United States

or

Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.



Signature

Date:

7/30/21

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # A5

Larry Evans


Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
 - a. Assistance is determined upon evaluation of the type of personal property to be moved.
 - b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
 - a. Estimated move costs must be approved before moving any personal property.
 - b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'DJ', written over a white background.

Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # A5

Name Larry Evans

Phone 512-346-8080

Email 10doghouse@gmail.com

Date	Comments
08-04-2021	Received email from displacee asking about relocation benefits.
08-18-2021	Sent claim form to displacee.
09-10-2021	Received signed claim forms back from Mr. Evans. Prepared and sent move claim to S & C for approval and payment.

Commissioners Court - Regular Session

56.

Meeting Date: 09/21/2021

LH Bypass Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Gary L. and Sharon E. Samford for right of way needed on the Liberty Hill Bypass project (Parcel 32). Funding Source: Road Bonds P346

Background

Fiscal Impact

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

Attachments

Samford Parcel 32

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/16/2021

Reviewed By

Becky Pruitt

Date

09/16/2021 11:25 AM

Started On: 09/16/2021 11:14 AM

REAL ESTATE CONTRACT

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GARY L. SAMFORD and SHARON E. SAMFORD** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.154 acre (6,713 square foot) tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, and the Edmund S. Brooks Survey, Abstract No. 81, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 32**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of TEN THOUSAND EIGHT HUNDRED THIRTY-NINE and 00/100 Dollars (\$10,839.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. As Additional Consideration for the conveyance of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of its proposed Liberty Hill Bypass interim roadway project it shall construct a replacement driveway between FM 1869 and the remaining property of Seller in the location and according to the design, plan and specifications as shown in Exhibit "B" attached hereto and incorporated herein. By execution of this Agreement, Seller grants permission to Purchaser, its contractors and agents to temporarily access the remaining property of Seller solely to the extent and only for the duration necessary for Purchaser to carry out the obligations of this paragraph.

**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 Texas National Title Company on or before October 15, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "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. 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.

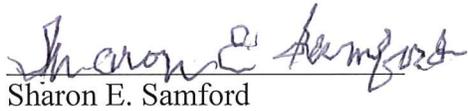
[signature page follows]

SELLER:


Gary L. Samford

Address: 3835 Ranch Road 1869
Liberty Hill, TX 78642

Date: 9-9-21


Sharon E. Samford

Date: 9-9-21

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.: 32ROW
Tax ID: R347463
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 32ROW

FOR A 0.154 ACRE (6,713 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254 AND THE EDMUND S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 22.5328 ACRE TRACT OF LAND CONVEYED TO GARY L. SAMFORD AND SHARON E. SAMFORD, RECORDED IN DOCUMENT NO. 2013061363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.154 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 rod found (Surface Coordinates: N=10213891.68, E=3051792.34) monumenting the northeast corner of said remnant portion of the 22.5328 acre Samford tract and the most northerly northwest corner of the called 2.0311 acre tract of land conveyed to George Samford and Mona Samford, recorded in Document No. 2014025222 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of RR 1869, (80' wide right-of-way width), for the northeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the beginning of a curve to the right on the north boundary line of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429 of the Official Public Records of Williamson County, Texas, same being on said south right-of-way line of RR 1869, bears N 60°28'11" E for a distance of 124.54 feet;

THENCE, **S 24°52'30" E** with the east boundary line of said remnant portion of the 22.5328 acre Samford tract and the west boundary line of said 2.0311 acre Samford tract, for a distance of **20.13 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the southeast corner hereof; from which a 1/2" iron rod found monumenting an angle point on said east boundary line of the remnant portion of the 22.5328 acre Samford tract and said west boundary line of the 2.0311 acre Samford tract, bears S 24°52'30" E for a distance of 245.74 feet, S 11°31'55" W for a distance of 133.36 feet, and S 65°01'35" W for a distance of 201.55 feet;

THENCE, through the interior of said remnant portion of the called 22.5328 acre Samford tract, the following three (3) courses and distances:

1. **S 60°50'54" W** for a distance of **170.53 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the beginning of a curve to the right;
2. With said curve to the right an arc length of **181.83 feet**, said curve having a radius of **3260.00 feet**, a delta angle of **3°11'45"** and a chord which bears **S 62°26'46" W** for a

County: Williamson
Parcel No.: 32ROW
Tax ID: R347463
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

distance of **181.80 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" for the southwest corner hereof;

3. **N 26°19'28" W** for a distance of **18.44 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the curving north boundary line of said remnant portion of the called 22.5328 acre Samford tract and said south right-of-way line of RR 1869, for the northwest corner hereof, from which a TxDOT Type I concrete monument found (broken) monumenting a point of curvature on said north boundary line of the remnant portion of the 22.5328 acre Samford tract and said south right-of-way line of RR 1869, bears S 66°11'20" W for a distance of 214.44 feet;

THENCE, with said north boundary line of the remnant portion of the 22.5328 acre Samford tract and said south right-of-way line of RR 1869, the following two (2) courses and distances:

1. With a curve to the left an arc length of **179.87 feet**, said curve having a radius of **2904.74 feet**, a delta angle of **3°32'52"** and a chord which bears **N 62°17'58" E** for a distance of **179.84 feet** to a TxDOT Type I concrete monument found (broken) monumenting the end of this curve;
2. **N 60°28'11" E** for a distance of **173.09 feet** to the **POINT OF BEGINNING** hereof and containing 0.154 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and distances shown hereon are surface based on a combined surface adjustment factor of 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NUMBER 10006900



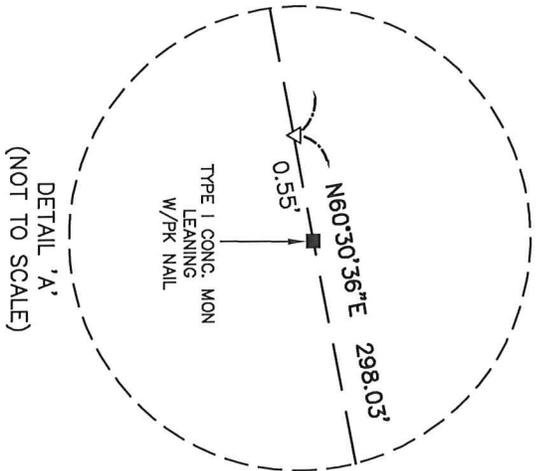
November 5, 2020

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 32 ROW LTS\PARCEL 32 SH 29 BYPASS LH m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.154 ACRE (6,713 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254 AND THE EDWARD S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 22.5328 ACRE TRACT OF LAND CONVEYED TO GARY L. SAMFORD AND SHARON E. SAMFORD, RECORDED IN DOCUMENT NO. 2013061363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
 PROPERTY ADDRESS: 3835 RR 1869, LIBERTY HILL, TX 78642



LINE	BEARING	DISTANCE
L1	S24°52'30"E	20.13'
L2	N26°19'28"W	18.44'
L3	N60°28'11"E	173.09'
L4	N60°28'11"E	124.54'
L5	N29°39'06"W	80.11'
L6	N21°47'34"W	80.04'

GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREDON 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 HEREDON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.
- 3) THE TRACT SHOWN HEREDON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS. MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

LEGEND

- IRON ROD FOUND
- TYDOT TYPE I CONCRETE MONUMENT FOUND
- ▽ CALCULATED POINT
- IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING
- ^{PP} POWER POLE
- ^{MB} MAIL BOX
- ^{WP} WOOD POST
- ^{UT} UNDERGROUND TELEPHONE MARKER
- ^{TP} TELEPHONE PEDESTAL
- X — X — X — WIRE FENCE
- / — / — / — EDGE OF PAVEMENT
- DITCH
- - - - - APPROXIMATE SURVEY LINE
- — — — — CONCRETE DRAINAGE STRUCTURE
- — — — — RCP REINFORCED CONCRETE PIPE
- — — — — CMP CORRUGATED METAL PIPE
- CONC. CONCRETE
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	181.83'	3260.00'	3°11'45"	S62°26'46"W	181.80'
C2	179.87'	2904.74'	3°32'52"	N62°17'58"E	179.84'
C3	214.49'	2904.74'	4°13'51"	S66°11'20"W	214.44'
C4	382.96'	2824.74'	7°46'04"	N64°22'56"E	382.66'

PARCEL 32ROW
SHEET 2 OF 3

<> DIAMOND SURVEYING, INC.
 116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
 (512) 931-3100
 T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.154 ACRE (6,713 SQ. FT.) TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254 AND THE EDWIN D. S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE REMNANT PORTION OF THE CALLED 22.5328 ACRE TRACT OF LAND CONVEYED TO GARY L. SAMFORD AND SHARON E. SAMFORD, RECORDED IN DOCUMENT NO. 2013061363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 3835 RR 1869, LIBERTY HILL, TX 78642

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance GF No. 2061953-KFD, which bears an Effective Date October 16, 2020 and an Issued Date of October 27, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a) Easement Recorded: Volume 293, Page 198, Deed Records, Williamson County, Texas.
To: Texas Power & Light Company
Purpose: Electric Line
Is not a part of subject tract.

10b) Easement Recorded: Volume 420, Page 227, Deed Records, Williamson County, Texas.
To: State of Texas
Purpose: Channel
Tract No. 2 of said instrument is a part of the subject tract as shown hereon.

10c) Grant of Easement for Access recorded in Document No. 2014025223, Official Public Records, Williamson County, Texas. Is a part of subject tract as shown hereon.

10d) Easement for use of Water Well in Document No. 2014025224, Official Public Records, Williamson County, Texas. Is not a part of subject tract.

10e) Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease Recorded: Volume 495, Page 303, Deed Records, Williamson County, Texas. Not a survey matter.

10f) Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease Recorded: Volume 829, Page 480, Deed Records, Williamson County, Texas. Not a survey matter.

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 7, 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 5, 2020
DATE

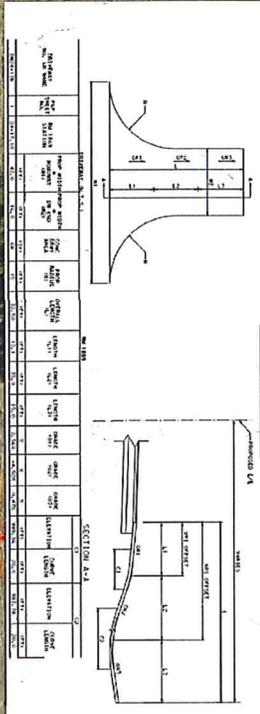
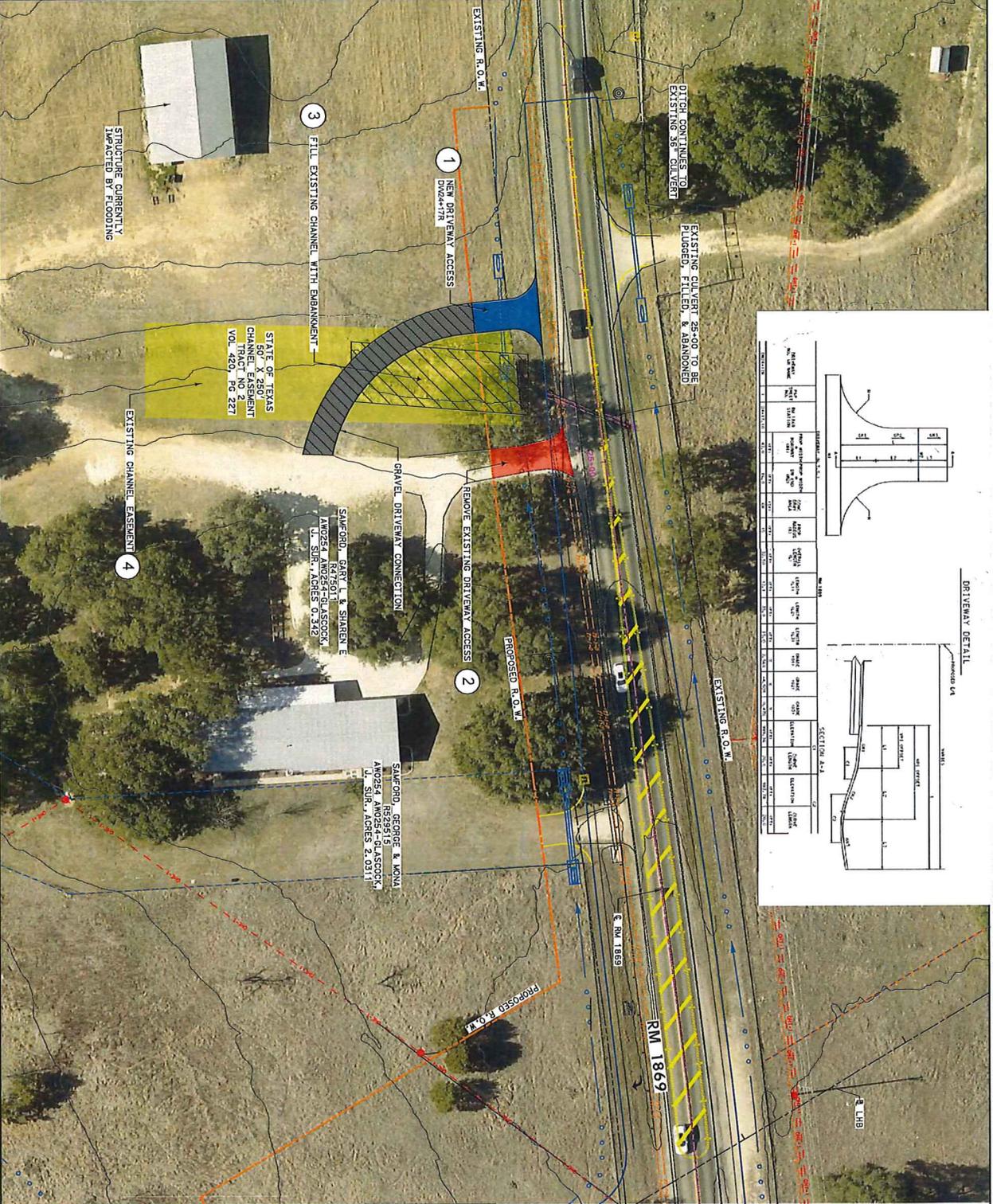


PARCEL 32ROW
SHEET 3 OF 3

 DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 100066900

EXHIBIT "B"

6/10/2021
9:42:33 AM
pw:\ljq-pw.bentley.com:ljq-pw-01\Documents\AUST Trans\2291-2001*Liberty*Hill*Bypass\400 Production\4 - Design\Files*Not*Production\RS\RM 1869 DW\Culvert



NO.	DESCRIPTION	DATE	BY	CHECKED	APPROVED
1	ISSUED FOR PERMITTING	6/10/2021	W.M.S.		
2	ISSUED FOR BIDDING	6/10/2021	W.M.S.		
3	ISSUED FOR CONSTRUCTION	6/10/2021	W.M.S.		
4	ISSUED FOR AS-BUILT	6/10/2021	W.M.S.		

1. NEW DRIVEWAY LOCATION.
2. REMOVE EXISTING DRIVEWAY.
3. FILL IN EXISTING EMBANKMENT.
4. RELEASE EXISTING TxDOT EASEMENT.

PRELIMINARY
SUBMITTED FOR REVIEW
BY RILEY W. SLABEK P.E. #108847
DATE 6/10/2021
NOT FOR CONSTRUCTION, BIDDING
OR PERMITTING



LJA Engineering, Inc.
FBI-11386

LIBERTY HILL BYPASS
RM 1869
DRIVEWAY/CULVERT
EXHIBIT

SCALE: 1" = 50' SHEET 1 OF 1

EXHIBIT "C"

Parcel 32

DEED

Liberty Hill Bypass Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That GARY L. SAMFORD and SHARON E. SAMFORD, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.154 acre (6,713 square foot) tract of land in the Joseph M. Glasscock Survey, Abstract No. 254, and the Edmund S. Brooks Survey, Abstract No. 81, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (Parcel 32)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Liberty Hill Bypass.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature page follows]

GRANTOR:

Gary L. Samford

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Gary L. Samford, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

Commissioners Court - Regular Session

57.

Meeting Date: 09/21/2021

LH Bypass Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with George and Mona Samford for right of way needed on the Liberty Hill Bypass project (Parcel 33) Funding Source: Road Bonds P 346

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Samford Parcel 33

Form Review

Inbox

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

09/16/2021 11:25 AM

Form Started By: Charlie Crossfield

Started On: 09/16/2021 11:18 AM

Final Approval Date: 09/16/2021

REAL ESTATE CONTRACT

Liberty Hill Bypass

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GEORGE SAMFORD and MONA SAMFORD** (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.023 acre (1,011 square foot) tract of land in the Edmund S. Brooks Survey, Abstract No. 81, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 33**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of ONE THOUSAND SEVEN HUNDRED SIXTY-ONE and 00/100 Dollars (\$1,761.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Texas National Title Company on or before October 15, 2021, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

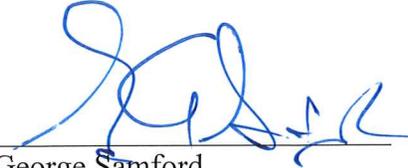
8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:


George Samford

Address: 3821 R.R. 1869
LIBERTY Hill, Tx 78642

Date: 9-9-2021


Mona Samford

Date: 9-9-21

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.: 33ROW
Tax ID: R529515
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 33ROW

FOR A 0.023 ACRE (1,011 SQ. FT.) TRACT OF LAND SITUATED IN THE EDMUND S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 2.0311 ACRE TRACT OF LAND CONVEYED TO GEORGE SAMFORD AND MONA SAMFORD, RECORDED IN DOCUMENT NO. 2014025222 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.023 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JANUARY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10213891.68, E=3051792.34) monumenting the most northerly northwest corner of said 2.0311 acre Samford tract and the northeast corner of the remnant portion of the called 22.5328 acre tract of land conveyed to Gary L. Samford and Sharon E. Samford, recorded in Document No. 2013061363 of the Official Public Records of Williamson County, Texas, same being on the south right-of-way line of RR 1869, (80' wide right-of-way width), for the northwest corner and **POINT OF BEGINNING** hereof, from which a broken TxDOT Type I concrete monument found monumenting a point of curvature on the north boundary line of said remnant portion of the 22.5328 acre Samford tract and said south right-of-way line of RR 1869, bears S 60°28'11" W for a distance of 173.09 feet;

THENCE, **N 60°28'11" E** with the north boundary line of said 2.0311 acre Samford tract and said south right-of-way line of RR 1869 for a distance of **49.96 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the northeast corner of said 2.0311 acre Samford tract and the northwest corner of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429 of the Official Public Records of Williamson County, Texas, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the beginning of a curve to the right on the north boundary line of said 21.63 acre Williamson County, Texas tract and said south right-of-way line of RR 1869, bears N 60°28'11" E for a distance of 74.58 feet;

THENCE, **S 24°59'54" E** with the east boundary line of said 2.0311 acre Samford tract and the west boundary line of said 21.63 acre Williamson County, Texas tract for a distance of **20.46 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" for the southeast corner hereof, from which an iron rod found with cap (non-legible) monumenting an angle point on said east boundary line of the 2.0311 acre Samford tract and said west boundary line of the 21.63 acre Williamson County, Texas tract, bears S 24°59'54" E for a distance of 252.30 feet;

County: Williamson
Parcel No.: 33ROW
Tax ID: R529515
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

THENCE, **S 60°50'54" W** through the interior of said 2.0311 acre Samford tract for a distance of **49.97 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the west boundary line of said 2.0311 acre Samford tract and the east boundary line of said remnant portion of the called 22.5328 acre Samford tract, for the southwest corner hereof, from which a 1/2" iron rod found monumenting an angle point on said west boundary line of the 2.0311 acre Samford tract and said east boundary line of the remnant portion of the called 22.5328 acre Samford tract, bears S 24°52'30" E for a distance of 245.74 feet, S 11°31'55" W for a distance of 133.36 feet, and S 65°01'35" W for a distance of 201.55 feet;

THENCE, **N 24°52'30" W** with said west boundary line of the 2.0311 acre Samford tract and said east boundary line of the remnant portion of the called 22.5328 acre Samford tract, for a distance of **20.13 feet** to the **POINT OF BEGINNING** hereof and containing 0.023 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



MARCH 25, 2021

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 33 ROW\PARCEL 33 SH 29 BYPASS LH m&b.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.023 ACRE (1,011 SQ. FT.) TRACT OF LAND SITUATED IN THE EDMUND S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 2,0311 ACRE TRACT OF LAND CONVEYED TO GEORGE SAMFORD AND MONA SAMFORD, RECORDED IN DOCUMENT NO. 2014025222 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 3821 RM 1869, LIBERTY HILL, TX 78642



SCALE: 1" = 100'

EDMUND S BROOKS SURVEY
ABSTRACT NO. 81

SURFACE COORDINATES:
N=10213891.68
E=3051792.34

P.O.B.

IRF W/CAP (3DS)
1/2" CONC. MON. BROKEN W/PK NAIL
18" CMP ASPHALT DRIVE
CONC.

TYPE I CONC. MON BROKEN W/PK NAIL

RR 1869
(80' R.O.W.)

APPROXIMATE SURVEY LINE

JOSEPH M GLASSCOCK SURVEY
ABSTRACT NO. 254

GARY L. SAMFORD AND SHARON E. SAMFORD
REMNANT PORTION OF CALLED 22.5328 AC.
DOC. NO. 2013061363

SEE DETAIL 'A' SHEET 2
24" RCP
18" CMP
UT EXISTING R.O.W.
TYPE I CONC. MON. BROKEN
ASPHALT
WIRE FENCE
DITCH
STATE OF TEXAS
50' X 250' CHANNEL EASEMENT
TRACT NO. 2
VOL. 420, PG. 227

GEORGE SAMFORD AND MONA SAMFORD
CALLED 18.007 SQ. FT.
ACCESS EASEMENT
DOC. NO. 2014025223

PARCEL 33ROW
0.023 AC.
1,011 SQ. FT.

WILLIAMSON COUNTY, TEXAS
SH 29 RIGHT OF WAY
CALLED 21.63 AC.
DOC. NO. 2018056429

ACCESS EASEMENT
CALLED 21.592 SQ. FT.
DOC. NO. 2014025222

PARCEL 33ROW
SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

GEORGE SAMFORD AND MONA SAMFORD
CALLED 2.0311 AC.
DOC. NO. 2014025222

RS29515
201.55'
S65°01'35"W
1/2"

S11°31'55"W 133.36'
S24°52'30"E 245.74'
S24°59'54"E 252.30'
S24°52'30"E 245.74'

IRF W/CAP NON-LEGIBLE
PR

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.023 ACRE (1,011 SQ. FT.) TRACT OF LAND SITUATED IN THE EDMUND S. BROOKS SURVEY, ABSTRACT NO. 81, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 20311 ACRE TRACT OF LAND CONVEYED TO GEORGE SAMFORD AND MONA SAMFORD, RECORDED IN DOCUMENT NO. 2014025222 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: 3821 RM 1869, LIBERTY HILL, TX 78642

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Title Resources Guaranty Company, Commitment for Title Insurance T-7, GF No. 2061954-KFD, which bears an Effective Date November 3, 2020 and an Issued Date of November 11, 2020 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Electric line easement to Texas Power & Light Company, recorded in Volume 293, Page 198, Deed Records, Williamson County, Texas. Not a part of subject tract.

10b. Channel Easement to the State of Texas, recorded in Volume 420, Page 227, Deed Records, Williamson County, Texas. Not a part of the subject tract. Channel Easement Tract 2 is shown hereon.

10c. Ingress and egress easement, as reserved in deed, recorded in Document No. 2014025222, Official Public Records, Williamson County, Texas. Is a part of the subject tract as shown hereon.

10d. Water Well usage easement, to Gary L. Samford and Sharon E. Samford, recorded in Document No. 2014025224, Official Public Records, Williamson County, Texas. Not a part of subject tract.

10e. Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease, recorded in Volume 495, Page 303, Deed Records, Williamson County, Texas. Not a survey matter.

10f. Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease, recorded in Volume 829, Page 480, Deed Records, Williamson County, Texas. Not a survey matter.

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 January 14, 2021. 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
MARCH 25, 2021
DATE



GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.
- 3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

PARCEL 33ROW
SHEET 3 OF 3

 DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

EXHIBIT "B"

Parcel 33

DEED

Liberty Hill Bypass Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That GEORGE SAMFORD and MONA SAMFORD, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.023 acre (1,011 square foot) tract of land in the Edmund S. Brooks Survey, Abstract No. 81, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 33**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Liberty Hill Bypass.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature page follows]

GRANTOR:

George Samford

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2021 by George Samford, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

GRANTOR:

Mona Samford

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Mona Samford, 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

58.

Meeting Date: 09/21/2021

CR 366 Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Steven Dillawn, as independent executor of the estate of Charles Dillawn (deceased) and Edward C.Griffith Jr. for right of way needed on the CR 366 project (Parcels 9/10) Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Griffith contract

Form Review

Inbox

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

09/16/2021 11:26 AM

Form Started By: Charlie Crossfield

Started On: 09/16/2021 11:19 AM

Final Approval Date: 09/16/2021

REAL ESTATE CONTRACT
CR 366 Right of Way—Parcels 9 & 10

THIS REAL ESTATE CONTRACT ("Contract") is made by **STEVE DILLAWN, as Independent Executor of the Estate of Charles Dillawn, deceased, and EDWARD C. GRIFFITH, JR.** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

Being a 3,864 square foot (0.0887 acre) tract of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 9**); and

Being a 35,722 square foot (0.821 acre) tract of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel 10**);

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 described in Exhibits "A-B", any improvements on the Property, and replacement of fencing or any damage to and/or cost to cure the remaining property of Seller, shall be the sum of EIGHTY THOUSAND THREE HUNDRED TWENTY-EIGHT and 00/100 Dollars (\$80,328.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in good funds at the Closing.

Special Provisions and Additional Consideration

2.03. Driveway Installation. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of the proposed construction of improvements to CR 366/CR397 upon the Property it shall cause one field specification and use driveway consisting of flex base and asphalt apron to be built between the edge of proposed roadway improvements and the remaining property of Seller. driveway shall have a fifteen (15) foot throat width with fifteen (15) foot radii, a fifty-four (54) foot length culvert at flowline, and shall otherwise be constructed in the location and according to the specifications as shown in Exhibit "C" attached hereto and incorporated herein.

Any change in specification or use of this driveway at any time after the date of this conveyance must be specifically permitted in advance by Williamson County, the City of Taylor, and/or the Texas Department of Transportation as applicable. Seller acknowledges that such access on and off the facility is subject to regulation as may be determined by Purchaser or the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

By execution of this Agreement Seller shall allow Purchaser, its agents and contractors to temporarily access the remaining property of Seller solely in the location and for the purposes and time period necessary to carry out the obligations of this paragraph.

2.04. Use of Proposed Project Facility. By execution of this Agreement the parties confirm that upon completion of the roadway construction project Seller shall be allowed to use any of the roadway facilities constructed within the Property to be acquired herein for the purposes of vehicular and pedestrian travel, subject to any applicable public safety regulations or access management requirements for ingress and egress on and off of the proposed facility.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before September 24, 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 or the State of Texas as requested in fee simple to all of the Property described in Exhibits "A-B", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of 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. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.



Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Steve Dillawn, as Independent Executor
of the Estate of Charles Dillawn, deceased

Address: _____

Date: _____

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.

SELLER:

Steve Dillawn
Steve Dillawn, as Independent Executor
of the Estate of Charles Dillawn, deceased

Address: 7614 Rockpoint Drive
Austin, Texas 78731

Date: Sept. 10, 2021

SELLER:



Edward C. Griffith, Jr.

Address: P.O. Box 1099

TAYLOR, TX

Date: Sept 10, 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
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 5
April 14, 2021
Revision 1

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF a 3,864 square foot (0.0887 of one acre) parcel of land out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 2.499 acres to Steve Dillawn, as Independent Executor of the Estate of Charles Dillawn, deceased, and Edward C. Griffith, Jr., and being described by Quitclaim Deed dated March 27, 2015, as recorded in Document No. 2015023462, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), and by Quitclaim Deed dated May 12, 2015, as recorded in Document No. 2015039912, O.P.R.W.C.T.; said 3,864 square foot (0.0887 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found at the northwest corner of said 2.499 acre tract, and the southwest corner of that tract described as 94.820 acres (Tract One) to Steve Dillawn, as Independent Executor of the Estate of Charles Dillawn, deceased, and Edward C. Griffith, Jr., and being described by Special Warranty Deed dated May 12, 2015, as recorded in Document No. 2015039911, O.P.R.W.C.T., said 94.820 acre tract being previously described as 112.502 acres surveyed in December 1981 by Arlee Roland in an unrecorded survey, being in the east line of that tract described as 92.69 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd of September, 1996 (1/2 Interest-Tract 6) in said Document No. 9722572, Official Records, Williamson County, Texas (O.R.W.C.T.), and conveyed to the Walther Family Limited Partnership (1/2 Interest-Tract 1) in said Document No. 2005069305, O.P.R.W.C.T., said 92.69 acre tract being further described in Volume 2236, Page 657, O.R.W.C.T.;

THENCE, N 69°47'47" E, along the north line of said 2.499 acre tract, and the south line of said 94.820 acre tract, a distance of 4,854.73 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 170.00 feet left of CR 366 Engineer's Baseline Station 43+73.82, and having Surface Coordinates of North=10,191,936.01, East=3,205,525.15;

- 1) **THENCE**, N 69°47'47" E, continuing along the north line of said 2.499 acre tract, and the south line of said 94.820 acre tract, a distance of **187.03 feet** to a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the northeast corner of said 2.499 acre tract and the southeast corner of said 94.820 acre tract, being in the west margin of County Road 366 (CR 366, varying width);

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

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April 14, 2021
Revision 1

PROPERTY DESCRIPTION FOR PARCEL 9

- 2) **THENCE, S 21°43'51" E**, along the east line of said 2.499 acre tract, and the west margin of CR 366, a distance of **20.68 feet** to a point at the southeast corner of said 2.99 acre tract, being the northeast corner of that tract described as 0.39 of one acre (Tract I) conveyed to Kyle R. Humphries and Debra R. Spellings by General Warranty Deed dated October 23, 2014, as recorded in Document No. 2014087187, O.P.R.W.C.T., from which a 1/2-inch iron rod with a blue cap found in the west margin of CR 366, being the southeast corner of said 0.39 of one acre tract, and the northeast corner of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, O.P.R.W.C.T., bears S 21°39'05" E, a distance of 29.99 feet;
- 3) **THENCE, S 69°48'25" W**, along the south line of said 2.499 acre tract, and the north line of said 0.39 of one acre tract, a distance of **187.13 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set 170.00 feet left of CR 366 Engineer's Baseline Station 43+53.18, from which a 1/2-inch iron rod with an "ALLSTAR 5729" cap found in the south line of said 2.499 acre tract, being at the northwest corner of that tract described as 2.00 acres, conveyed to Bobby Leon Starling by Warranty Deed with Vendors Lien dated December 16, 2015, as recorded in Document No. 2015111015 O.P.R.W.C.T., and being the northeast corner of that tract described as 13.37 acres conveyed to Anh Phan by Warranty Deed with Vendor's Lien dated April 13, 2012, as recorded in Document No. 2012028315, O.P.R.W.C.T., bears S 69°48'25" W, passing at 366.91 feet a point at the northwest corner of said 0.39 of one acre tract, being the northeast corner of said 2.00 acre tract, from which a 1/2-inch iron rod with cap (illegible) found bears S 27°42'20" E, a distance of 0.43 feet, continuing an additional 200.51 feet for a total distance of 587.42 feet;
- 4) **THENCE, N 21°27'49" W**, along the proposed west right-of-way line of CR 366, across said 2.499 acre tract, a distance of **20.64 feet** to the **POINT OF BEGINNING** and containing 3,864 square feet (0.0887 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.



EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

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Revision 1

PROPERTY DESCRIPTION FOR PARCEL 9

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 14th day of April, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



Troy R. Thomas

4/14/2021

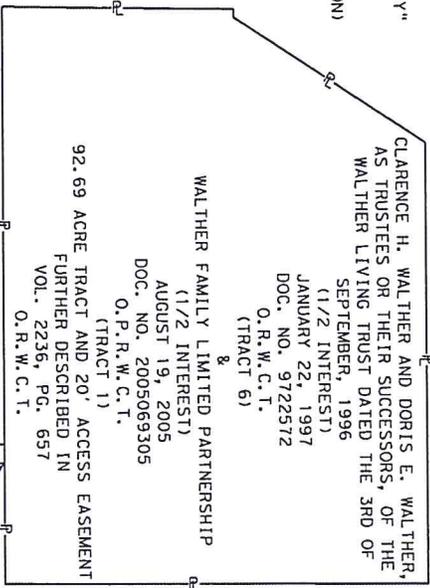
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 366 Williamson County/Parcel 9_R1

BS

LEGEND

- FOUND TxDOT TYPE I MONUMENT
- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
- RECORD INFORMATION
- (XXX) PROPERTY LINE (OWNERSHIP DIVISION)
- APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.W. RIGHT-OF-WAY
- N.T.S. NOT TO SCALE
- B.L. BUILDING SETBACK LINE
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- ① PARCEL NUMBER FOR R.O.W. ACQUISITION

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN APRIL 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

TR

TROY R. THOMAS, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6130

4/14/2021

DATE



THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 20060455 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 21, 2020, ISSUED DATE JANUARY 4, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

- A. LONE STAR GAS COMPANY EASEMENT AS DESCRIBED IN VOL. 237, PG. 333, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT - UNABLE TO PLOT
- B. TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 287, PG. 58, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT
- C. TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 293, PG. 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT
- D. TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 343, PG. 325, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT
- E. THE RIGHT OF OTHERS TO USE A 20 FOOT RIGHT OF WAY STRIP CALLED 2.499 ACRES AS AGREED UPON IN PARTITION AGREEMENT RECORDED IN VOL. 297, PG. 407, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - UNABLE TO PLOT. PLOTTED FROM VOL. 2236, PG. 657, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS

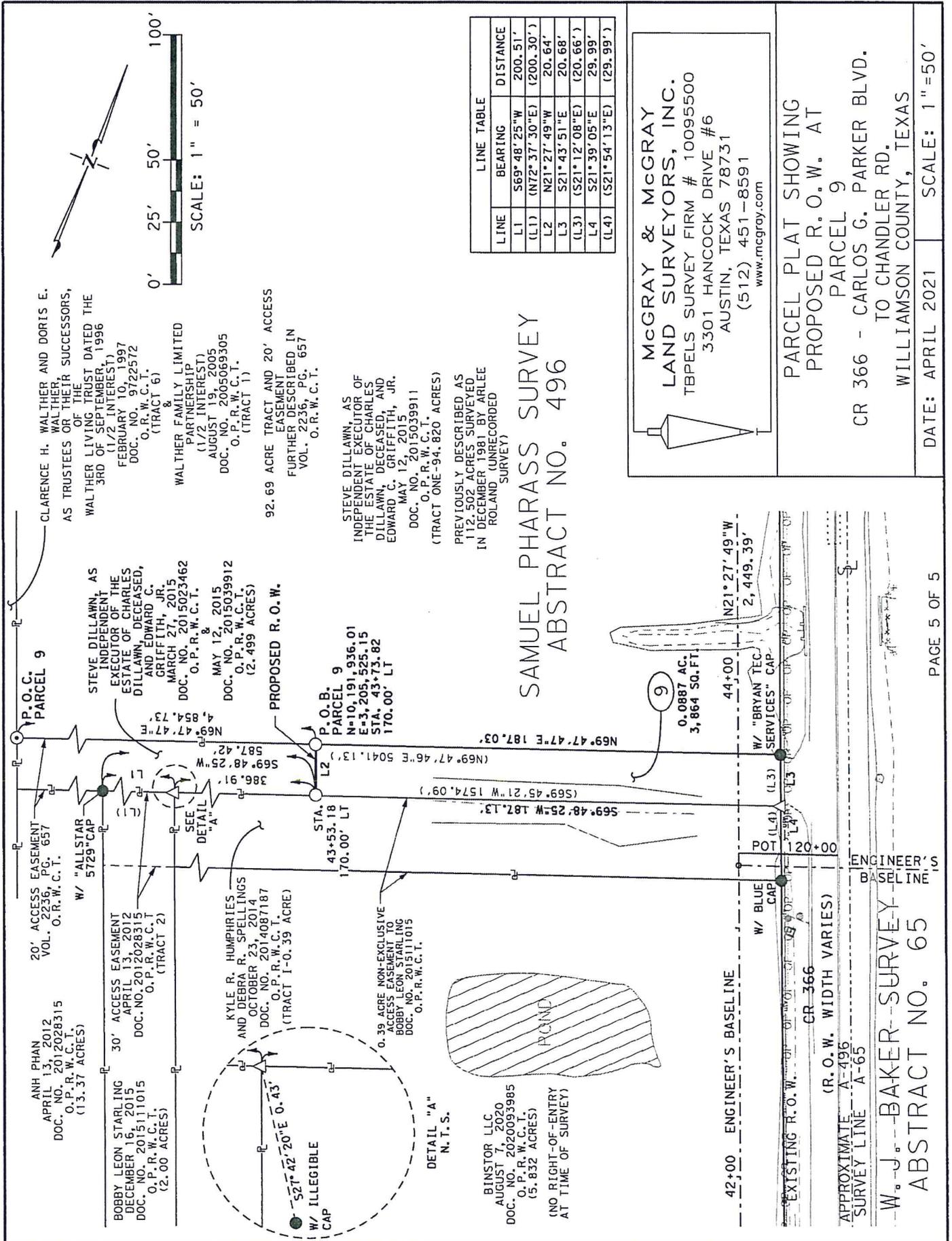
REVISIONS
1) 4/14/2021 - UPDATE TO OWNERSHIP

DEED	ACQUISITION	REMAINING LT
2.499 AC. (108,856 SQ. FT.)	0.0887 AC. (3,864 SQ. FT.)	2.410 AC. (104,992 SQ. FT.)

MCGRAY & MCGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 9
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: APRIL 2021 SCALE: N.T.S.



CLARENCE H. WALTHER AND DORIS E. WALTHER, AS TRUSTEES OR THEIR SUCCESSORS, OF THE WALTHER LIVING TRUST DATED THE 3RD OF SEPTEMBER, 1996 (1/2 INTEREST) FEBRUARY 10, 1997 DOC. NO. 9722572 O.P.R.W.C.T. (TRACT 6)

WALTHEY FAMILY LIMITED PARTNERSHIP (1/2 INTEREST) AUGUST 19, 2005 DOC. NO. 2005069305 O.P.R.W.C.T. (TRACT 1)

92.69 ACRE TRACT AND 20' ACCESS EASEMENT DESCRIBED IN VOL. 2236, PG. 657 O.P.R.W.C.T.

STEVE DILLAWN, AS EXECUTOR OF THE ESTATE OF CHARLES DILLAWN, DECEASED, AND EDWARD C. GRIFFITH, JR. MARCH 21, 2015 DOC. NO. 2015023462 O.P.R.W.C.T. (TRACT 1)

MAY 12, 2015 DOC. NO. 2015039912 O.P.R.W.C.T. (2.499 ACRES)

STEVE DILLAWN, AS INDEPENDENT EXECUTOR OF THE ESTATE OF CHARLES DILLAWN, DECEASED, AND EDWARD C. GRIFFITH, JR. MAY 12, 2015 DOC. NO. 2015039911 O.P.R.W.C.T. (TRACT ONE-94.820 ACRES)

PREVIOUSLY DESCRIBED AS 112.502 ACRES SURVEYED IN DECEMBER 1981 BY ARLEE ROLAND (UNRECORDED SURVEY)

LINE	BEARING	DISTANCE
L1	S69°48'25"W	200.51'
(L1)	(N72°37'30"E)	(200.30')
L2	N21°27'49"W	20.64'
L3	S21°43'51"E	20.68'
(L3)	(S21°12'08"E)	(20.66')
L4	S21°39'05"E	29.99'
(L4)	(S21°54'13"E)	(29.99')

McGRAY & McGRAY
LAND SURVEYORS, INC.
 TBPELS SURVEY FIRM # 10095500
 3301 HANCOCK DRIVE #6
 AUSTIN, TEXAS 78731
 (512) 451-8591
 www.mcgray.com

PARCEL PLAT SHOWING
 PROPOSED R.O.W. AT
 PARCEL 9
 CR 366 - CARLOS G. PARKER BLVD.
 TO CHANDLER RD.
 WILLIAMSON COUNTY, TEXAS

DATE: APRIL 2021 SCALE: 1"=50'

SAMUEL PHARRAS SURVEY
ABSTRACT NO. 496

ANH PHAN APRIL 13, 2012 DOC. NO. 2012028315 O.P.R.W.C.T. (13.37 ACRES)
 BOBBY LEON STARLING DECEMBER 16, 2015 DOC. NO. 2015111015 O.P.R.W.C.T. (2.00 ACRES)
 "ALLSTAR CAP" 5729*CAP
 30' ACCESS EASEMENT APRIL 13, 2012 DOC. NO. 2012028315 O.P.R.W.C.T. (TRACT 2)
 KYLE R. HUMPHRIES AND DEBRA R. SPELLINGS OCTOBER 23, 2014 DOC. NO. 2014087187 O.P.R.W.C.T. (TRACT 1-0.39 ACRE)
 0.39 ACRE NON-EXCLUSIVE ACCESS EASEMENT TO BOBBY LEON STARLING DOC. NO. 2015111015 O.P.R.W.C.T.
 P.O.C. PARCEL 9
 STEVE DILLAWN, AS EXECUTOR OF THE ESTATE OF CHARLES DILLAWN, DECEASED, AND EDWARD C. GRIFFITH, JR. MARCH 21, 2015 DOC. NO. 2015023462 O.P.R.W.C.T. (TRACT 1)
 MAY 12, 2015 DOC. NO. 2015039912 O.P.R.W.C.T. (2.499 ACRES)
 PROPOSED R.O.W.
 P.O.B. PARCEL 9 N=10,191,936.01 E=3,205,525.15 STA. 43+73.82 170.00' LT
 STA. 43+53.18 170.00' LT
 0.0887 AC. 3,864 SQ.FT.
 W/ "BRYAN TEC SERVICES" CAP
 N21°27'49"W 2,449.39'
 44+00
 42+00 ENGINEER'S BASELINE
 W/ BLUE CAP
 EXISTING R.O.W.
 CR 366 (R.O.W. WIDTH VARIES)
 APPROXIMATE SURVEY LINE A-496 A-65
 W. J. BAKER SURVEY ABSTRACT NO. 65
 ENGINEER'S BASELINE

DETAIL "A" N.T.S.

BINSTOR LLC AUGUST 7, 2020 DOC. NO. 2020093985 O.P.R.W.C.T. (5.832 ACRES)
 (NO RIGHT-OF-ENTRY AT TIME OF SURVEY)

EXHIBIT B

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 1 of 5
April 14, 2021
Revision 1

PROPERTY DESCRIPTION FOR PARCEL 10

DESCRIPTION OF a 35,722 square foot (0.8201 of one acre) parcel of land out of the Samuel Pharrass Survey, Abstract No. 496, in Williamson County, Texas, and being a portion of that tract described as 94.820 acres (Tract One) to Steve Dillawn, as Independent Executor of the Estate of Charles Dillawn, deceased, and Edward C. Griffith, Jr., and being described by Special Warranty Deed dated May 12, 2015, as recorded in Document No. 2015039911, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 94.820 acre tract being previously described as 112.502 acres surveyed in December 1981 by Arlee Roland in an unrecorded survey; said 35,722 square foot (0.8201 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron pipe found at the southwest corner of said 94.820 acre tract and the northwest corner of that tract described as 2.499 acres to Steve Dillawn, as Independent Executor of the Estate of Charles Dillawn, deceased and Edward C. Griffith, Jr., and being described by Quitclaim Deed dated March 27, 2015 as recorded in Document No. 2015023462, O.P.R.W.C.T., and also by Quitclaim Deed dated May 12, 2015 as recorded in Document No. 2015039912, O.P.R.W.C.T., and being in the east line of that tract described as 92.69 acres conveyed to Clarence H. Walther and Doris E. Walther, as Trustees or their Successors, of the Walther Living Trust dated the 3rd of September, 1996 (1/2 Interest-Tract 6) by Special Warranty Deed dated February 10, 1997, as recorded in Document No. 9722572, Official Records, Williamson County, Texas (O.R.W.C.T.), and to the Walther Family Limited Partnership (1/2 Interest-Tract 1) by Contribution Deed dated August 19, 2005, as recorded in Document No. 2005069305, O.P.R.W.C.T., said 92.69 acre tract being further described in Volume 2236, Page 657. O.R.W.C.T.;

THENCE, N 69°47'47" E, along the south line of said 94.820 acre tract, with the north line of said 2.499 acre tract, a distance of 4,854.73 feet to a 1/2-inch iron rod with a "McGray & McGray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), for the **POINT OF BEGINNING**, 170.00 feet left of CR 366 Engineer's Baseline Station 43+73.82, and having Surface Coordinates of North=10,191,936.01, East=3,205,525.15;



EXHIBIT "B"

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 2 of 5
April 14, 2021
Revision 1

PROPERTY DESCRIPTION FOR PARCEL 10

THENCE, along the proposed west right-of-way line of CR 366, across said 94.820 acre tract, the following three (3) courses, numbered 1 through 3:

- 1) **N 21°27'49" W**, a distance of **69.64 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 170.00 feet left of CR 366 Engineer's Baseline Station 44+43.46,
- 2) **N 23°20'38" E**, a distance of **141.90 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 70.00 feet left of CR 366 Engineer's Baseline Station 45+44.14, and
- 3) **N 21°27'49" W**, a distance of **188.66 feet** to a 1/2-inch iron rod with a "McGray & McGray" cap set, 70.00 feet left of CR 366 Engineer's Baseline Station 47+32.80, being in the north line of said 94.820 acre tract and the south line of a remainder of a called 16 acres conveyed to Charles Michael Lannen by Deed of Gift dated March 7, 1977, as recorded in Volume 663, Page 51, Deed Records, Williamson County, Texas (D.R.W.C.T.), from which a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at an angle point in a north line of said 94.820 acre tract, being the southwest corner of said remainder of 16 acre tract, bears **S 68°17'26" W**, along the north line of said 94.820 acre tract, with the south line of said remainder of 16 acre tract, a distance of 2,161.45 feet;

THENCE, along a north line of said 94.820 acre tract, with the south line of said remainder of 16 acre tract, the following three (3) courses, numbered 4 through 6:

- 4) **N 68°17'26" E**, a distance of **54.82 feet** to a 1/2-inch iron pipe found at an angle point,
- 5) **S 21°29'47" E**, a distance of **246.35 feet** to a 1/2-inch iron pipe found at an angle point, and
- 6) **N 69°38'31" E**, a distance of **32.32 feet** to a 1/2-inch iron pipe found (bent) at the northeast corner of said 94.820 acre tract and the southeast corner of said remainder of 16 acre tract, being in the west margin of County Road 366 (CR 366, varying width);



EXHIBIT "B"

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

Page 3 of 5
April 14, 2021
Revision 1

PROPERTY DESCRIPTION FOR PARCEL 10

- 7) **THENCE, S 21°19'07" E**, along the east line of said 94.820 acre tract, with the west margin of CR 366, a distance of **116.35 feet** to a 1/2-inch iron rod with a "BRYAN TEC SERVICES" cap found at the southeast corner of said 94.820 acre tract and the northeast corner of said 2.499 acre tract;

- 8) **THENCE, S 69°47'47" W**, along the south line of said 94.820 acre tract, with the north line of said 2.499 acre tract, a distance of **187.03 feet** to the **POINT OF BEGINNING** and containing 35,722 square feet (0.8201 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Troy R. Thomas, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 14th day of April, 2021 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

Troy R. Thomas

4/14/2021



Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

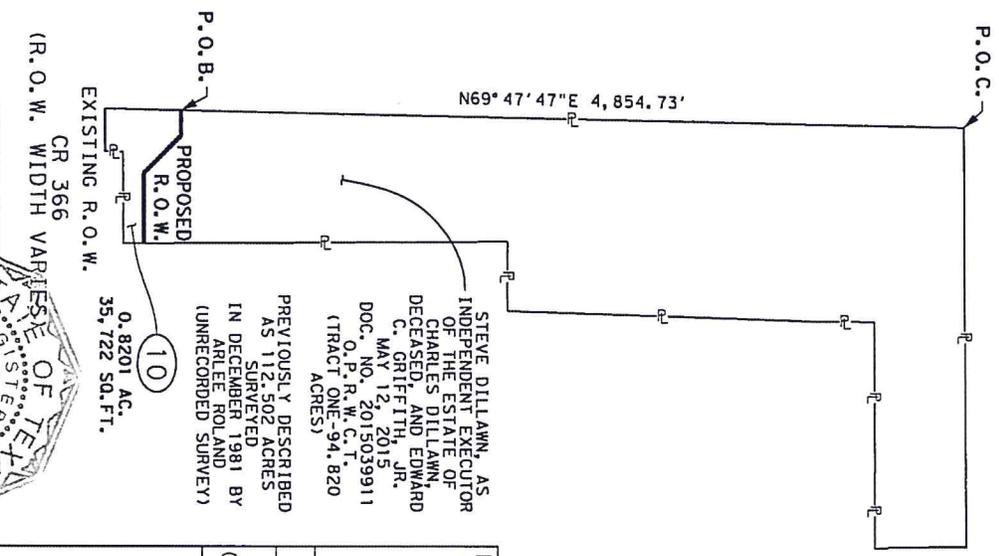
2021/Descriptions/CR 366 Williamson County/Parcel 10_R1

BT

LEGEND

- FOUND IRON ROD (1/2" UNLESS NOTED)
- FOUND IRON PIPE (1/2" UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- 1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
- (XXX) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- - - APPROXIMATE SURVEY LINE
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE (N.T.S.)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.W. RIGHT-OF-WAY
- N.T.S. NOT TO SCALE
- B.L. BUILDING SETBACK LINE
- D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- ① PARCEL NUMBER FOR R.O.W. ACQUISITION

**SAMUEL PHARASS SURVEY
ABSTRACT NO. 496**



STEVE DILLAWN, AS INDEPENDENT EXECUTOR OF THE ESTATE OF CHARLES DILLAWN, DECEASED AND EDWARD C. GRIFFITH, JR., C.M.A. 12, 2015 DOC. NO. 2013039911 O.P.R.W.C.T. (TRACT ONE-94.820 ACRES)

PREVIOUSLY DESCRIBED AS 112.502 ACRES SURVEYED IN DECEMBER 1981 BY ARLEE ROLAND (UNRECORDED SURVEY)



- NOTES:
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
 - THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN APRIL 2021.
 - ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH MAY 2020.
 - PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
 - THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
 - RIGHT-OF-ENTRY WAS UNABLE TO BE OBTAINED AT THE TIME OF SURVEY. MONUMENTS ALONG THE PROPOSED R.O.W. LINE WERE UNABLE TO BE SET WHERE NOTED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Troy R. Thomas, Registered Professional Land Surveyor No. 6130

4/14/2021 DATE

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 20060456 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 21, 2020, ISSUED DATE JANUARY 2, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
- LONE STAR GAS COMPANY EASEMENT AS DESCRIBED IN VOL. 237, PG. 333, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- BLANKET EASEMENT- UNABLE TO PLOT
 - TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 287, PG. 58, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
 - TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 293, PG. 475, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- DOES NOT AFFECT
 - TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOL. 343, PG. 325, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT
1. THE RIGHT OF OTHERS TO USE A 20 FOOT RIGHT OF WAY STRIP CALLED 2.499 ACRES AS AGREED UPON IN PARTITION AGREEMENT RECORDED IN VOL. 297, PG. 407, DEED RECORDS, WILLIAMSON COUNTY, TEXAS- UNABLE TO PLOT, PLOTTED FROM VOL. 2236, PG. 657, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS

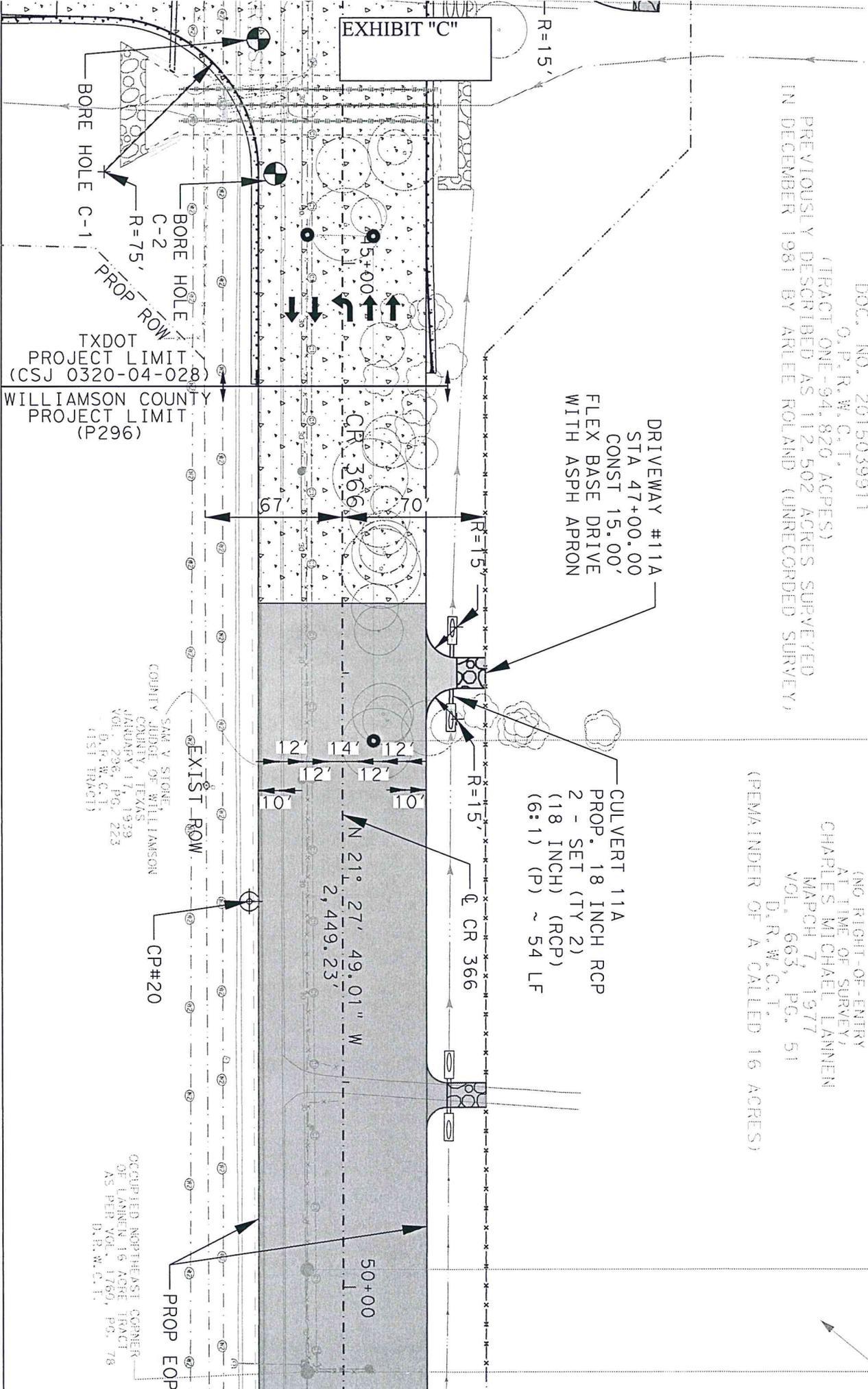
REVISIONS

DEED	ACQUISITION	REMAINING LT
94.820 AC. (14, 130, 359 SQ. FT.)	0.8201 AC. (35, 722 SQ.FT.)	94,000 AC. (14, 094, 637 SQ. FT.)

MCGRAY & MCGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PROPOSED R.O.W. AT
PARCEL 10
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: APRIL 2021 SCALE: N.T.S.



EDWARD C. GRITTLER, JR.
 MAY 12, 2015
 DOC. NO. 2015039911
 O.P.R.W.C.T.
 (TRACT ONE-94.820 ACRES)
 PREVIOUSLY DESCRIBED AS 112.502 ACRES SURVEYED
 IN DECEMBER 1981 BY ARLEE ROLAND (UNRECORDED SURVEY)

(NO RIGHT-OF-ENTRY
 AT TIME OF SURVEY)
 CHARLES MICHAEL LANNEN
 MAPCH 7, 1977
 VOL. 663, PG. 51
 D.R.W.C.T.
 (REMAINDER OF A CALLED 16 ACRES)

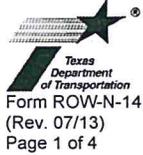
SAM V. STONE,
 COUNTY JUDGE OF WILLIAMSON
 COUNTY, TEXAS
 JANUARY 17, 1929
 VOL. 236, PG. 223
 D.P.W.C.T.
 (1ST TRACT)

OCCUPIED NORTHEAST
 CORNER
 OF LANNEN 15 ACRE TRACT
 AS PER VOL. 1760, PG. 78
 D.P.W.C.T.

25

EXHIBIT "D"

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 for record in the public records: your Social Security Number or your Driver's License Number.



DEED

CR366/FM 397 Intersection Right of Way

TxDOT ROW CSJ: 0320-04-028

Parcel No.: 10

Grantor(s), whether one or more:

Steve Dillawn, as Independent Executor of the Estate of Charles Dillawn, deceased, and Edward C. Griffith, Jr.

Grantor's Mailing Address (including county):

_____ County

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
Attn: Right of Way Administrator
7901 N. IH 35
Austin, Texas 78761
Travis County

N14

Consideration:

The sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibits A & B (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. 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, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

GRANTOR:

Steve Dillawn, as Independent Executor of the
Estate of Charles Dillawn, deceased

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____
_____ by Steve Dillawn, in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

GRANTOR:

Edward C. Griffith, Jr.

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____
_____ by Edward C. Griffith, Jr., in the capacity and for the purposes and consideration recited herein.

Notary Public—State of Texas

35

Commissioners Court - Regular Session

59.

Meeting Date: 09/21/2021

LH Bypass Relocation Claim

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 2 relocation claims in relation to the Parkland property acquired as a part of the Liberty Hill Bypass project. Funding Source: Parkland P444.

Background

Fiscal Impact

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

Attachments

Relocation Claim

Relocation Claim

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 09/16/2021

Reviewed By

Becky Pruitt

Date

09/16/2021 11:30 AM

Started On: 09/16/2021 11:23 AM



Memo

Date: September 14, 2021

Project: Liberty Hill ByPass

To: Don Childs, Sheets & Crossfield, P.C.

From: Laurie Miller, R/W-RAC, R/W-URAC

Subject: Parcel Park - Loza – Commercial Mover Payment Request

Please find the request for payment for commercial mover in the amount of \$10,772.00(Outside of Residence). Enclosed are the following documents:

- Direct Payment to Vendor
- Commercial Move Estimate
- Commercial Movers Final Invoice
- Commercial Movers W-9 Form
- R-99 Claim Form
- Copy of the Certification of Eligibility

Should any additional information be needed to process this request, please contact me at 512-413-4012 or by email at lmiller@pinnaclegroup.biz.

Respectfully,

Laurie Miller

Laurie Miller, R/W-RAC, R/W-URAC
Relocation Agent

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County: Williamson
ROW CSJ: N/A
Highway: N/A
Parcel: Park

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to Austin Commercial Movers, 5401 May's Street # 615, Georgetown, TX 78626. This agreement is void without a signed scope of work attached. The Texas Department of Transportation reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. Fidel Loza understands anything not included in the attached scope of work must be pre-approved by TxDOT in order to ensure its eligibility for reimbursement. Vendor understands that the Texas Department of Transportation will not be able to make any reimbursements for the pre-approved scope of services until displacee authorizes release of the payment.

Fidel G. Loza
Displacee's Signature

07-28-2021
Date

Fidel G. Loza
Displacee's Name (Printed)

[Signature]
Vendor's Signature

7/30/2021
Date

Anthony Stephenson
Vendor's Name (Printed)

Lisa Dworaczyk
Williamson County Project Manager Signature

8/10/21
Date

Lisa Dworaczyk
Williamson County Project Manager Name (Printed)



22. with the commercial or warehousing services which are described in the proposal which has been provided by ACS to Customer. Charges for services provided by ACS shall be determined and paid by Customer in accordance with the rate and payment information which is contained in the "Proposal" and listed below.

Exhibit A:

Origin: [REDACTED]

Destination: [REDACTED]

Scope:

Arrive at 8am, load flatbed with forklift, all metal sheets. Palletize all bricks and shrink wrap load onto the flat bed. Load all structural beams for portable parking garage and 36' long sheet metal onto flatbed. All debris will be loaded onto bobtails. Three large Iron bar b q pits weighing over 2000lbs each will be relocated to the destination; ACM will load a large tractor to be transported to the destination.

Dispatch 1				(hourly rates)
Labor Type	Price	Quantity	Hours	Item Total
Supervisor	\$35.00	1	10	\$ 350.00
Class A Driver	\$54.00	1	10	\$ 540.00
Driver	\$35.00	2	10	\$ 700.00
Mover	\$34.00	6	10	\$ 2,040.00
Bobtail	\$33.00	2	10	\$ 660.00
Tractor/Trailer	\$50.00	1	10	\$ 500.00
Fuel	\$50.00	4	1	\$ 200.00
TOTAL				\$ 4,990.00

Materials:

Stretch wrap	6 rolls	\$162.00
Pallets	25 4x4 wood pallets	\$375.00
Flat bed trailer	1 10 hours	\$250.00
All terrain forklift delivery/pick up at origin (Delivery fee for delivery and pick up of FL).		\$850.00
All terrain Forklift delivery/pickup at destination (Delivery fee for delivery and pick up of FL).		\$850.00
Origin All terrain Forklift rental 10 hours (Ten Hours of rental time on Machine).		\$1,500.00
Destination All Terrain Forklift destination 10 hours (Ten Hours of rental time on Machine).		\$1,500.00
Fuel (each forklift Machine).		\$295.00
	Total:	\$5,782.00

Grand Total: 10,772.00

Austin Commercial Movers

5401 May Street, #615
Georgetown, TX 78626 US
512-635-5835
tony@austincommercialmovers.com

INVOICE

BILL TO
Attn: Laurie Miller
Williamson County Liberty Hill Park Parcel

INVOICE 1003
DATE 09/01/2021
TERMS Net 30
DUE DATE 09/01/2021

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Line Haul	palatize and relocate 6000 bricks, 4 cast iron bar-b-q pits weighing 600lbs each, a portable carport, and assorted hard ware. a large tractor, and golf carts.	1	10,772.00	10,772.00

BALANCE DUE

\$10,772.00



CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information				
1. Name of Claimant(s) Fidel Loza		Parcel No: Park		County: Williamson
		ROW CSJ: N/A		Project No.: N/A
<div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Farm <input type="checkbox"/> Sign <input type="checkbox"/> Other </div>				
<div style="background-color: black; width: 100%; height: 40px;"></div>		<div style="background-color: black; width: 100%; height: 40px;"></div>		
(Date of Move): 1984 9/1/2021		5. Distance Moved: Approx. 8.5 Miles 7. Mover's Name and Address: Austin Commercial Movers 5401 May's Street # 615 Georgetown, TX 78626		
<input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant				
6. Controlling Dates		Mo.	Day	Yr.
a. First Offer in Negotiation	06	09	2021	
b. Date Property Acquired	07	29	2021	
c. Date Required to Move	09	30	2021	
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A				
Place Stored (Name and Address): N/A				
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A				
		9. Amount of Claim:		
		a. Moving Expenses	\$ 10,772.00	
		b. Reestablishment Expenses	\$	
		c. Searching Expenses	\$	
		d. Tangible Property Loss	\$	
		e. Storage	\$	
		f. Temporary Lodging	\$	
		g. Total Amount	\$10,772.00	
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.				
<div style="display: flex; align-items: center;"> <div style="margin-left: 10px;"> _____ Claimant </div> </div>				
Date of Claim:				
_____ Claimant				
Spaces Below to be Completed by State				
I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows: Amount of \$ 10,772.00.				
_____ Date			_____ Williamson Co. Judge	



CERTIFICATION OF ELIGIBILITY

ROW CSJ: *N/A*
Parcel: *Park*
Displacee: *Fidel Loza*

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

- Citizens or Nationals of the United States
or
 Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Fidel M. Loza
Claimant

Date: *06-25-21*

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:



Memo

Date: September 14, 2021

Project: Liberty Hill ByPass

To: Don Childs, Sheets & Crossfield, P.C.

From: Laurie Miller, R/W-RAC, R/W-URAC

Subject: Parcel Park - Loza – Commercial Mover Payment Request

Please find the request for payment for commercial mover in the amount of \$5,390.00. Enclosed are the following documents:

- Direct Payment to Vendor
- Commercial Move Estimate
- Commercial Movers Final Invoice
- Commercial Movers W-9 Form
- R-99 Claim Form
- Copy of the Certification of Eligibility

Should any additional information be needed to process this request, please contact me at 512-413-4012 or by email at lmiller@pinnaclegroup.biz.

Respectfully,

Laurie Miller

Laurie Miller, R/W-RAC, R/W-URAC
Relocation Agent

AGREEMENT FOR DIRECT PAYMENT TO VENDOR

County: Williamson
ROW CSJ: N/A
Highway: N/A
Parcel: Park

The undersigned displacee hereby agrees that payment for relocation services identified on the attached scope of work will be made to Austin Commercial Movers, 5401 May's Street # 615, Georgetown, TX 78626. This agreement is void without a signed scope of work attached. The Texas Department of Transportation reserves the right and responsibility of determining the "reasonable and necessary" charges for the move as is customary in the industry. Fidel Loza understands anything not included in the attached scope of work must be pre-approved by TxDOT in order to ensure its eligibility for reimbursement. Vendor understands that the Texas Department of Transportation will not be able to make any reimbursements for the pre-approved scope of services until displacee authorizes release of the payment.

Fidel G. Loza
Displacee's Signature

07-28-2021
Date

Fidel G. Loza
Displacee's Name (Printed)

[Signature]
Vendor's Signature

7/30/2021
Date

Anthony Stephenson
Vendor's Name (Printed)

Lisa Dworaczyk
Williamson County Project Manager Signature

8/10/21
Date

Lisa Dworaczyk
Williamson County Project Manager Name (Printed)



DARYL FLOOD RELOCATION INC.

2401 DOUBLE CREEK DRIVE
ROUND ROCK, TX 78664

800-325-9340

Invoice Date: 9/8/2021
Invoice #: 110773
Order #: AUS-649-1
Customer #: RIGHOF

Amount Due: \$5,390.00
Due Date: 10/8/2021
After 10/8/2021 pay: \$5,497.80

Amount Paid: \$ _____

Right of Way of Texas, LLC
Attn: lmiller7366@gmail.com
Laurie Miller
Williamson County/Liberty Hill

Remit To:

P.O. Box 731088
Dallas, TX 75373-1088
972-471-1496

Please detach and return this portion with your payment. Thank you.

Invoice Date: 9/8/2021
Invoice #: 110773
Order #: AUS-649-1
Customer #: RIGHOF

DARYL FLOOD RELOCATION INC.
2401 DOUBLE CREEK DRIVE
ROUND ROCK, TX 78664
800-325-9340

Remit To:

P.O. Box 731088
Dallas, TX 75373-1088
972-471-1496

Shipper: Loza, Fidel	Salesperson: Ervin, Jodie	Hauled Wt:	Miles:
Origin: [REDACTED]	Destination: [REDACTED]		Tariff: Local

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
	Fuel Surcharge						\$50.00
	Transportation Charges						\$2,770.00
	Full Pack						\$1,600.00
	Unpack						\$45.00
	Valuation-\$37,000 Coverage						\$296.00
	Misc Charge-Protect lrg mirror in LR						\$50.00
120	3rd Party Service @ Origin						\$199.00
120	3rd Party Service @ Dest						\$380.00

Amount Due: \$5,390.00

Due Date: 10/8/2021

After 10/8/2021 pay: \$5,497.80

Thank you for your business and prompt payment! We look forward to serving you again!

Invoice is \$28 less than estimated, because ice maker service was not performed by 3rd party.



CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information					
1. Name of Claimant(s) Fidel Loza		Parcel No: Park		County: Williamson	
		ROW CSJ: N/A		Project No.: N/A	
<input checked="" type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Farm <input type="checkbox"/> Nonprofit <input type="checkbox"/> Sign <input type="checkbox"/> Other					
[REDACTED]		3. Address Moved To: [REDACTED]			
4. Occupancy of Property Acquired by State: From (Date): 1984 To (Date of Move): 9/1/2021		5. Distance Moved: Approx. 8.5 Miles			
<input checked="" type="checkbox"/> Owner/Occupant <input type="checkbox"/> Tenant		7. Mover's Name and Address: Daryl Flood Relocation Inc. 2401 Double Creek Drive Round Rock, TX 78664			
6. Controlling Dates	Mo.	Day	Yr.	9. Amount of Claim:	
a. First Offer in Negotiation	06	09	2021		a. Moving Expenses \$5,390.00
b. Date Property Acquired	07	29	2021		b. Reestablishment Expenses \$
c. Date Required to Move	09	30	2021	c. Searching Expenses \$	
8. Property Storage (attach explanation) From (Date): N/A To (Date of Move): N/A		d. Tangible Property Loss \$			
Place Stored (Name and Address): N/A		e. Storage \$			
10. Temporary Lodging (attach explanation) From (Date): N/A To (Date of Move): N/A		f. Temporary Lodging \$			
		g. Total Amount \$5,390.00			
11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.					
_____ Claimant					
Date of Claim: <u>9-13-21</u>					

Claimant					
Spaces Below to be Completed by State					
I certify that I have examined this claim and substantiating documentation attached herewith, and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows: Amount of \$ 5,390.00					
_____		_____			
Date		Williamson Co. Judge			



CERTIFICATION OF ELIGIBILITY

ROW CSJ: *N/A*
Parcel: *Park*
Displacee: *Fidel Loza*

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

- Citizens or Nationals of the United States
OR
 Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Fidel M. Loza
Claimant

Date: *06-25-21*

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

Commissioners Court - Regular Session

60.

Meeting Date: 09/21/2021

Bigon PUA

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 Possession & Use Agreements with John Arthur Bigon Jr. and James Alan Bigon as independent Co-Executors of the estates of John A. Bigon Sr. and Mary S. Bigon (deceased). (Parcels 89 & 93) Funding Source: Road Bonds P 332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bigon 93 PUA

Bigon 89 PUA

Form Review

Inbox

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

09/16/2021 11:40 AM

Form Started By: Charlie Crossfield

Started On: 09/16/2021 11:26 AM

Final Approval Date: 09/16/2021

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 93P1

COUNTY OF WILLIAMSON

§

Project: FM 3349 / South East Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS (the "County"), and JOHN ARTHUR BIGON, JR. and JAMES ALAN BIGON, Independent Co-Executors of the Estates of John A. Bigon, Sr. and Mary S. Bigon, Deceased (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 the FM 3349 / South East Loop Project 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 "Exhibits "A-B") 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 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, the County will tender to the Grantor payment in the amount of **ONE HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED SIXTY AND no/100 DOLLARS (\$145,460.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment 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 Entry Deposit 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 of the Entry Deposit, then the Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full 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 by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity 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 as of the Effective Date.
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 October 31, 2021.
 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, except as such removal or construction of improvements may impact or damage the Remainder. 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. Payment of any interest may be deferred by the County until 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 100% of the Entry Deposit. 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 undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
10. 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, 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.
11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
12. It is agreed the County will record this document.
13. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within 30 (thirty) days of the date that the Special Commissioners' Award is entered.

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.

GRANTOR:

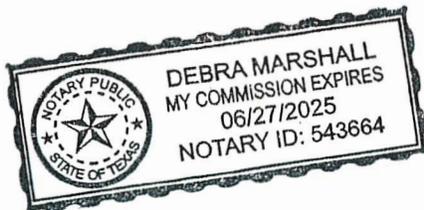
John Arthur Bigon, Jr.
John Arthur Bigon, Jr., Independent Co-Executor
of the Estate of John A. Bigon, Sr. and Mary S. Bigon, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 9 day of September, 2021 by John Arthur Bigon, Jr., in the capacity and for the purposes and consideration recited herein.



Debra Marshall
Notary Public, State of Texas

GRANTOR:

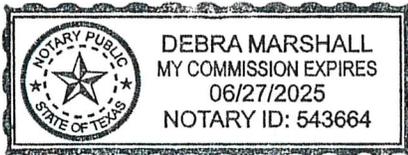
James Alan Bigon
James Alan Bigon, Independent Co-Executor
of the Estate of John A. Bigon, Sr. and Mary S. Bigon, Deceased

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 9th day of September, 2021 by James Alan Bigon, in the capacity and for the purposes and consideration recited herein.



Debra Marshall
Notary Public, State of Texas

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

A
EXHIBIT
PROPERTY DESCRIPTION FOR PARCEL 93

DESCRIPTION OF A 1.080 ACRE (47,021 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A REMAINDER PORTION OF THAT CALLED 72.15 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JOHN BIGON AND WIFE, MARY BIGON RECORDED IN VOLUME 558, PAGE 77 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.080 ACRE (47,021 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" set (Grid Coordinates determined as N=10,178,062.38, E=3,193,077.33 TxSPC Zone 4203) set, in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the northerly boundary line of said remainder portion of the 72.15 acre tract, same being in the southerly boundary line of the remainder of that called 76 acre tract of land described in Special Warranty Deed to Fuessel Holdings LLC recorded in Document No. 2012081610 of the Official Public Records of Williamson County, Texas, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being the northeasterly corner of said remainder portion of the 72.15 acre tract, same being the southeasterly corner of said remainder of the 76 acre tract, bears with the common boundary line of said remainder portion of the 72.15 acre tract and said remainder of the 76 acre tract, N 68°33'57" E, at a distance of 1,723.53 feet;

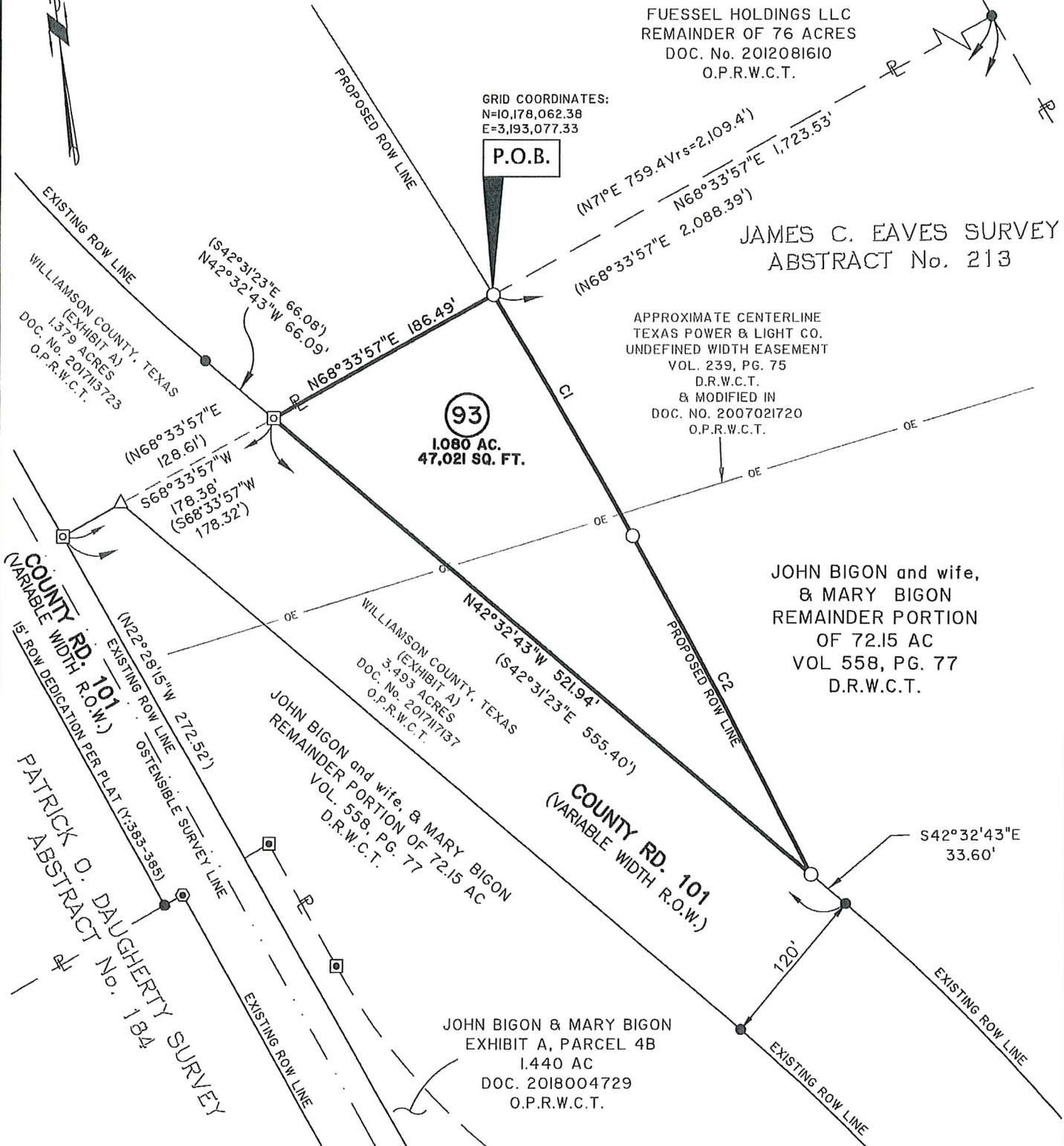
THENCE, departing said remainder of the 76 acre tract, through the interior of said remainder portion of the 72.15 acre tract, with said proposed easterly ROW line, the following two (2) courses:

- 1) Along a curve to the right, having a delta angle of **02°20'39"**, a radius of **5,026.00** feet, an arc length of **205.63** feet, and a chord which bears **S 22°58'50" E**, for a distance of **205.61** feet to an iron rod with aluminum cap stamped "ROW 4933" set, for the beginning of a compound curve;
- 2) Along said curve to the right, having a delta angle of **02°24'01"**, a radius of **6,718.00** feet, an arc length of **281.42** feet and a chord which bears **S 20°36'31" E**, for a distance of **281.40** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the existing easterly ROW line of said C.R. 101 (variable width ROW), being the easterly line of that 3.493 acre ROW tract (Exhibit A,) described in Deed to Williamson County, Texas recorded in Document No. 2017117137 of the Official Public Records of Williamson County, Texas, for the southerly corner of the herein described parcel, and from which, a 1/2" iron rod found being a point of tangency in said existing easterly ROW line, same being in the westerly boundary line of said remainder portion of the 72.15 acre tract, bears S 42°32'43" E, at a distance of 33.60 feet;
- 3) **THENCE**, departing said proposed easterly ROW line, with said existing ROW line, being the common boundary line of said remainder portion of the 72.15 acre tract, and said 3.493 acre ROW tract, **N 42°32'43" W**, for a distance of **521.94** feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being the northwesterly corner of said remainder portion of the 72.15 acre tract, same being the northeasterly corner of said 3.493 acre ROW tract, also being the southwest corner of said remainder of the 76 acre tract and the southeasterly corner of that called 1.379 acre ROW tract (Exhibit A) described in Deed to Williamson County, Texas, recorded in Document No. 2017113723 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which, an iron rod found in said existing easterly ROW line, being in the easterly line of said 1.379 acre ROW tract, same being the westerly boundary line of said remainder of the 76 acre tract, bears N 42°32'43" W, at a distance of 66.09 feet;

PLAT TO ACCOMPANY DESCRIPTION

05-20-21

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°20'39"	5,026.00'	205.63'	205.61'	S22°58'50"E
C2	02°24'01"	6,718.00'	281.42'	281.40'	S20°36'31"E



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD., STE. 103
ROUND ROCK, TX 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
JOHN BIGON and wife, MARY BIGON
WILLIAMSON COUNTY

SCALE
1" = 100'

PROJECT
FM 3349

PARCEL 93
PAGE 3 OF 4

PLAT TO ACCOMPANY DESCRIPTION

05-20-21

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	↔	DENOTES COMMON OWNERSHIP
◻	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"	P.O.B.	POINT OF BEGINNING
◻	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.O.R.	POINT OF REFERENCE
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	()	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
— — —	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2064374-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 28, 2020, ISSUE DATE NOVEMBER 5, 2020.

10A. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 75, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021721 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021720 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

C. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 303, PAGE 182, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 348, PAGE 384, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. WATER LINE(S) EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 504, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 640, PAGE 91, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008042851, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. TERMS, CONDITIONS, AND STIPULATIONS OF THE RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 AND DOCUMENT NO. 2006042885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2012057885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. TERMS, CONDITIONS, EASEMENTS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2017099723, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE DETERMINED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 17 June 2021

M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



<p>INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD., STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00</p>	PARCEL PLAT SHOWING PROPERTY OF JOHN BIGON and wife, MARY BIGON		PARCEL 93
	SCALE 1" = 100'	WILLIAMSON COUNTY	PROJECT FM 3349

EXHIBIT B
PROPERTY DESCRIPTION FOR PARCEL 93-W.E.

DESCRIPTION OF A 0.513 ACRE (22,331 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING PORTIONS OF A REMAINDER PORTION OF THAT CALLED 72.15 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JOHN BIGON AND WIFE, MARY BIGON RECORDED IN VOLUME 558, PAGE 77 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND OF A 0.087 ARE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO JOHN AND MARY BIGON RECORDED IN DOCUMENT NO. 2018004729 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.513 ACRE (22,331 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point (Grid Coordinates determined as N=10,177,833.72, E=3,193,173.21 TxSPC Zone 4203), in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel and from which an iron rod with aluminum cap stamped "ROW 4933" set in the northeasterly corner of said remainder portion of the 72.15 acre tract, same being the southeasterly corner of that called 76 acre tract of land described in Special Warranty Deed to Fuessel Holdings LLC recorded in Document No. 2012081610 of the Official Public Records of Williamson County, Texas bears along a curve to the left, having a delta angle of 00°21'41", a radius of 6,718.00 feet, an arc length of 42.37 a chord which bears N 21°37'41" W, for a distance of 42.37 feet, pass an iron rod with aluminum cap stamped "ROW 4933" set, and continuing with said proposed ROW along a curve to the left and having a delta angle of 02°20'39", a radius of 5,026.00 feet, an arc length of 205.63 feet, and a chord which bears N 22°58'50" W, at a distance of 205.61 feet;

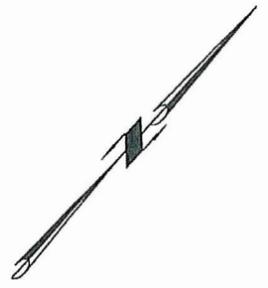
THENCE, departing said proposed ROW line, through the interior of said remainder portion of the 72.15 acre tract, and said 0.087 acre tract, the following seven (7) courses:

- 1) **N 68°34'36" E**, for a distance of **20.00** feet to a calculated point, for the beginning of a non-tangent curve to the right;
- 2) Along said curve to the right, having a delta angle of **02°00'14"**, a radius of **6,738.00** feet, an arc length of **235.66** feet and a chord which bears **S 20°26'43" E**, for a distance of **235.64** feet to a calculated point;
- 3) **S 42°32'43" E**, for a distance of **29.51** feet to a calculated point of curvature to the right;
- 4) Along said curve to the right, having a delta angle of **18°01'22"**, a radius of **1,495.00** feet, an arc length of **470.27** feet and a chord which bears **S 33°29'01 E**, for a distance of **468.33** feet to a calculated point;
- 5) **S 24°25'04" E**, for a distance of **173.27** feet to a calculated point, for the beginning of a point of curvature;
- 6) Along said curve to the right, having a delta angle of **05°05'12"**, a radius of **1,505.00** feet, an arc length of **133.61** feet and a chord which bears **S 15°23'33 E**, for a distance of **133.57** feet to a calculated point;
- 7) **S 52°32'22" E**, at a distance of **5.27** feet pass the northerly boundary line of said 0.087 acre tract, same being the southerly boundary line of said remainder portion of the 72.15 acre tract, continuing through the interior of said 0.087 acre tract, for a total distance of **79.03** feet to the southerly boundary line of said 0.087 acre tract, same being the existing northerly ROW line of U.S. Highway 79 (variable width ROW), for the most southerly corner of the herein described parcel;
- 8) **THENCE**, with said existing ROW line, same being the southerly boundary line of said 0.087 acre tract, **S 83°29'13" W**, for a distance of **28.80** feet to a calculated point, being the corner cutback of said U.S. 79 and the existing ROW line of C.R. 101 (variable width ROW);

PLAT TO ACCOMPANY DESCRIPTION

07-19-21

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'41"	6,718.00'	42.37"	42.37'	N21°37'41"W
C2	02°20'39"	5,026.00'	205.63'	205.61'	N22°58'50"W
C3	02°00'14"	6,738.00'	235.66'	235.64'	S20°26'43"E
C4	18°01'22"	1,495.00'	470.27'	468.33'	S33°29'01"E
C5	05°05'12"	1,505.00'	133.61'	133.57'	S15°23'33"E
C6	05°19'15"	1,485.00'	137.91'	137.86'	N15°13'55"W
(C6)	(05°19'37")	(1,485.00')	(138.07')	(138.02')	(N15°10'45"W)
C7	18°01'19"	1,475.00'	463.95'	462.04'	N33°29'00"W
(C7)	(18°01'38")	(1,475.00')	(464.08')	(462.17')	(N33°30'34"E)
C8	02°02'20"	6,718.00'	239.05'	239.04'	N20°25'40"W



NO.	DIRECTION	DISTANCE
L1	N68°34'36"E	20.00'
L2	S42°32'43"E	29.51'
L3	S52°32'22"E	5.27'
L4	S52°32'22"E	79.03'
L5	S83°29'13"W	28.80'
L6	N52°32'22"W	65.55'
L7	N42°32'43"W	33.60'

GRID COORDINATES:
N=10,177,833.72
E=3,193,173.21
P.O.B.

FUESSEL HOLDINGS LLC
REMAINDER OF 76 ACRES
DOC. No. 2012081610
O.P.R.W.C.T.

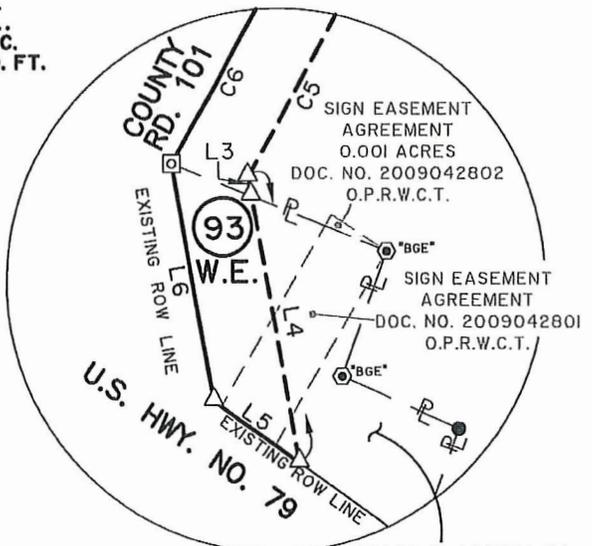
WILLIAMSON COUNTY, TEXAS
(EXHIBIT A)
3.493 ACRES
DOC. No. 2017117137
O.P.R.W.C.T.

APPROXIMATE CENTERLINE
TEXAS POWER & LIGHT CO.
UNDEFINED WIDTH EASEMENT
VOL. 239, PG. 75
D.R.W.C.T.
& MODIFIED IN
DOC. NO. 2007021720
O.P.R.W.C.T.

JOHN BIGON and wife,
& MARY BIGON
REMAINDER PORTION
OF 72.15 AC
VOL 558, PG. 77
D.R.W.C.T.

JAMES C. EAVES SURVEY
ABSTRACT No. 213

93
W.E.
0.513 AC.
22,331 SQ. FT.



JOHN & MARY BIGON
0.087 ACRES
DOC. No. 2018004729
O.P.R.W.C.T.

U.S. HIGHWAY NO. 79
(VARIABLE RIGHT-OF-WAY WIDTH)
PARCEL 44, PART 1
0.434 ACRES
EXHIBIT A
DOC. NO. 2008006702
O.P.R.W.C.T.

PARCEL PLAT SHOWING PROPERTY OF
JOHN BIGON and wife, MARY BIGON

PARCEL 93
W.E.

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
FM 3349

PAGE 3 OF 4

PLAT TO ACCOMPANY DESCRIPTION

07-19-21

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	↔	DENOTES COMMON OWNERSHIP
⊠	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"	P.O.B.	POINT OF BEGINNING
⊠	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.O.R.	POINT OF REFERENCE
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	()	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
⌚	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
— —	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.

2064374-KFQ,

ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 28, 2020, ISSUE DATE NOVEMBER 5, 2020.

10A. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 75, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021721 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT AS SHOWN.

B. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021720 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

C. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 303, PAGE 182, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

D. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 348, PAGE 384, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

E. WATER LINE(S) EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 504, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 640, PAGE 91, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008042851, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

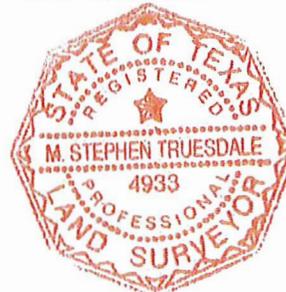
H. TERMS, CONDITIONS, AND STIPULATIONS OF THE RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 AND DOCUMENT NO. 2006042885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2012057885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

J. TERMS, CONDITIONS, EASEMENTS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2017099723, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE DETERMINED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 20 July 2021
 M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



PARCEL PLAT SHOWING PROPERTY OF
JOHN BIGON and wife, MARY BIGON
 WILLIAMSON COUNTY

SCALE
 1" = 200'

PROJECT
 FM 3349

**PARCEL 93
 W.E.**
 PAGE 4 OF 4

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 89

COUNTY OF WILLIAMSON

§

Project: FM 3349 / South East Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS (the "County"), and JOHN ARTHUR BIGON, JR. and JAMES ALAN BIGON, Independent Co-Executors of the Estates of John A. Bigon, Sr. and Mary S. Bigon, Deceased (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 the FM 3349 / South East Loop Project 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 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, the County will tender to the Grantor payment in the amount of **NINE HUNDRED THIRTY ONE THOUSAND TWO HUNDRED THIRTY AND no/100 DOLLARS (\$931,230.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment 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 Entry Deposit 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 of the Entry Deposit, then the Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full 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 by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity 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 apparah 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 as of the Effective Date.
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 October 31, 2021.
 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, except as such removal or construction of improvements may impact or damage the Remainder. 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. Payment of any interest may be deferred by the County until 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 100% of the Entry Deposit. 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 undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
10. 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, 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.
11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
12. It is agreed the County will record this document.
13. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within 30 (thirty) days of the date that the Special Commissioners' Award is entered.

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.

GRANTOR:

John Arthur Bigon, Jr.
John Arthur Bigon, Jr., Independent Co-Executor
of the Estate of John A. Bigon, Sr. and Mary S. Bigon, Deceased

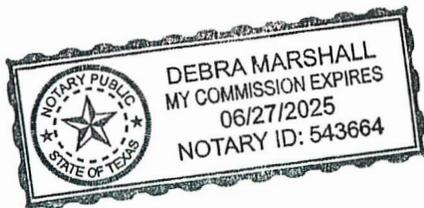
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 8 day of September, 2021 by John Arthur Bigon, Jr., in the capacity and for the purposes and consideration recited herein.

Debra Marshall
Notary Public, State of Texas



GRANTOR:

James Alan Bigon
James Alan Bigon, Independent Co-Executor
of the Estate of John A. Bigon, Sr. and Mary S. Bigon, Deceased

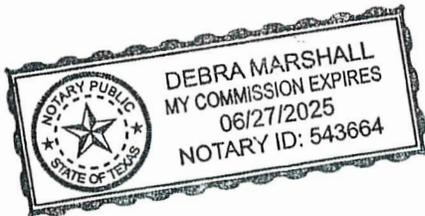
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 7 day of September, 2021 by James Alan Bigon, in the capacity and for the purposes and consideration recited herein.

Debra Marshall
Notary Public, State of Texas



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

EXHIBIT **A**
PROPERTY DESCRIPTION FOR PARCEL 89

DESCRIPTION OF A 7.187 ACRE (313,053 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT CALLED 1.440 ACRE TRACT OF LAND (EXHIBIT A) DESCRIBED IN SPECIAL WARRANTY DEED FROM WILLIAMSON COUNTY, TEXAS TO JOHN BIGON AND MARY BIGON RECORDED IN DOCUMENT NO. 2018004729 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALSO BEING TWO (2) REMAINDER TRACTS (2.787 ACRES AND 2.960 ACRES) OUT OF THAT CALLED 72.15 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO SAID JOHN BIGON AND WIFE, MARY BIGON RECORDED IN VOLUME 558, PAGE 77 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 7.187 ACRE (313,053 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILCO ROW 5777" (Grid Coordinates determined as N=10,179,060.48, E=3,193,092.65 TxSPC Zone 4203) found, being the northwesterly corner of said 2.787 acre remainder tract in the original easterly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), same being the southwesterly corner of that called 1.379 acre ROW tract of land (Exhibit A) described in Deed to Williamson County, Texas recorded in Document No. 2017113723 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, with the northerly boundary line of said 2.787 acre remainder tract, same being the southerly line of said 1.379 acre ROW tract, **N 68°33'58" E**, for a distance of **49.77** feet to the calculated northeasterly corner of said 2.787 acre remainder tract, same being the northwesterly corner of that called 3.493 acre ROW tract of land (Exhibit A) described in Deed to Williamson County, Texas recorded in Document No. 2017117137 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel, and from which, an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being the northeasterly corner of said 3.493 acre tract, same being the southeasterly corner of said 1.379 acre ROW tract in the existing easterly ROW line of said C.R. 101 (variable width ROW), bears **N 68°33'58" E**, at a distance of 128.57 feet;

THENCE, with the easterly boundary line of said 2.787 acre remainder parcel, same being the westerly line of said 3.493 acre ROW tract, also being the existing westerly ROW line of C.R. 101 and the easterly boundary line of the herein described parcel, the following two (2) courses:

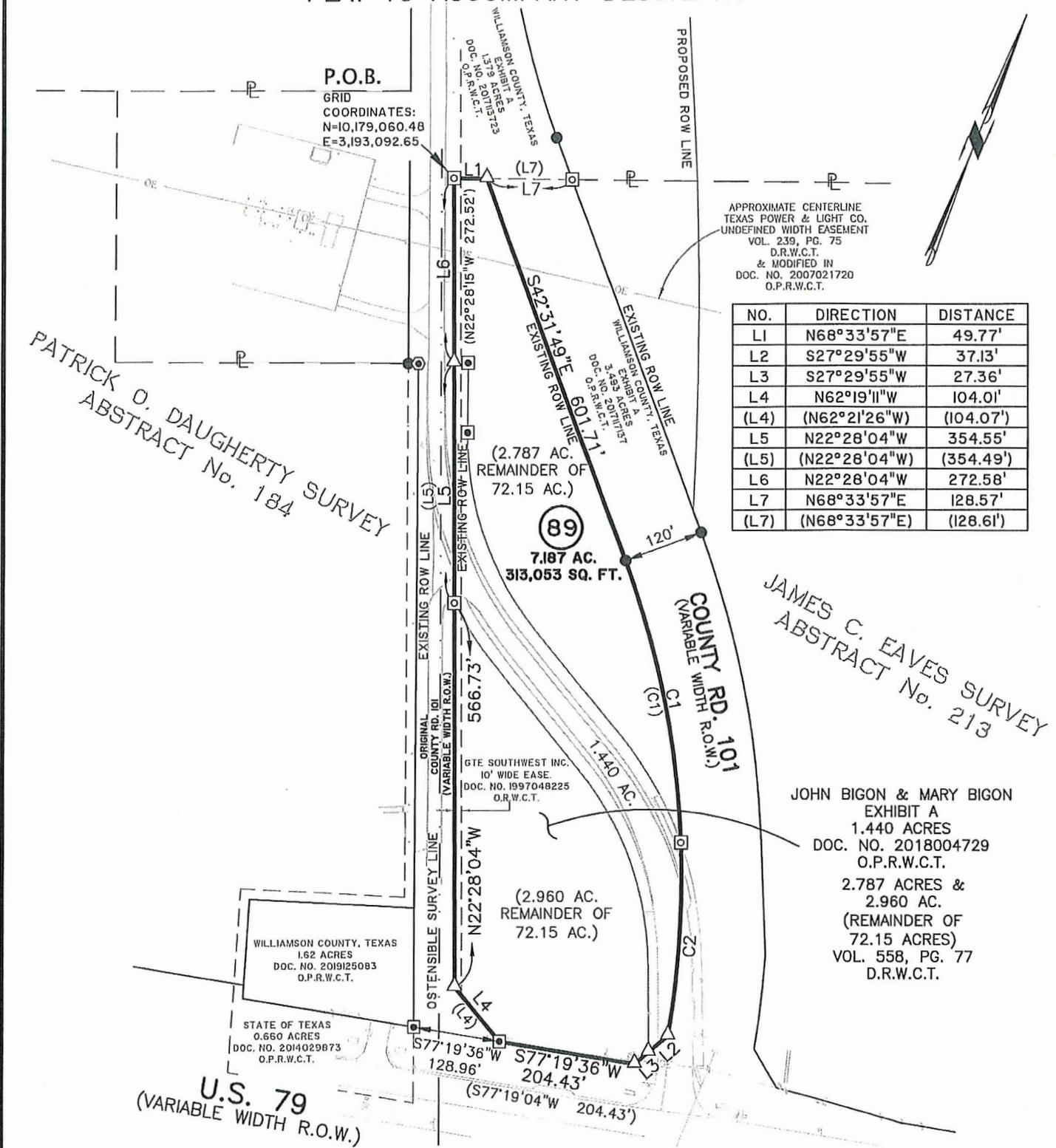
- 2) **S 42°31'49" E**, for a distance of **601.71** feet to a 1/2" iron rod found, for the beginning of a tangent curve to the right;
- 3) Along said curve to the right, having a delta angle of **18°02'00"**, a radius of **1,355.00** feet, an arc length of **426.47** feet and a chord which bears **S 33°29'51" E**, for a distance of **424.72** feet to an iron rod with aluminum cap stamped "WILCO ROW 5777" found, being the easterly line of said 1.440 acre tract, same being the southerly corner of said 2.787 acre remainder parcel;

THENCE, departing said 2.787 acre remainder tract, with the easterly line of said 1.440 acre tract, continuing with said existing curving westerly ROW line, same being the westerly line of said 3.493 acre tract, and the easterly boundary line of the herein described parcel, the following two (2) courses:

- 4) Along said curve to the right, having a delta angle of **12°03'45"**, a radius of **1,355.00** feet, an arc length of **285.27** feet and a chord which bears **S 18°26'59" E**, for a distance of **284.74** feet to a calculated point at the beginning of a cut-back line transitioning from said existing westerly ROW line of C.R. 101 to the existing northerly ROW line of U.S. 79 (variable width ROW);
- 5) **S 27°29'55" W**, for a distance of **37.13** feet to a calculated point in the easterly boundary line of said 2.960 acre remainder tract, same being the southerly corner of said 1.440 acre tract;
- 6) **THENCE**, departing said 1.440 acre tract, continuing with said cut-back line, being the easterly boundary line of said 2.960 acre remainder tract, **S 27°29'55" W**, for a distance of **27.36** feet to a calculated point in said existing northerly ROW line of U.S. 79, same being the southeasterly corner of said 2.960 acre remainder tract, for the southeasterly corner of the herein described parcel;

PLAT TO ACCOMPANY DESCRIPTION

03-24-2021



APPROXIMATE CENTERLINE
TEXAS POWER & LIGHT CO.
UNDEFINED WIDTH EASEMENT
VOL. 239, PG. 75
D.R.W.C.T.
& MODIFIED IN
DOC. NO. 2007021720
O.P.R.W.C.T.

NO.	DIRECTION	DISTANCE
L1	N68°33'57"E	49.77'
L2	S27°29'55"W	37.13'
L3	S27°29'55"W	27.36'
L4	N62°19'11"W	104.01'
(L4)	(N62°21'26"W)	(104.07')
L5	N22°28'04"W	354.55'
(L5)	(N22°28'04"W)	(354.49')
L6	N22°28'04"W	272.58'
L7	N68°33'57"E	128.57'
(L7)	(N68°33'57"E)	(128.61')

JOHN BIGON & MARY BIGON
EXHIBIT A
1.440 ACRES
DOC. NO. 2018004729
O.P.R.W.C.T.
2.787 ACRES &
2.960 AC.
(REMAINDER OF
72.15 ACRES)
VOL. 558, PG. 77
D.R.W.C.T.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	18°02'00"	1,355.00'	426.47'	424.72'	S33°29'51"E
(C1)	(18°02'00")	(1,355.00')	(426.47')	(424.72')	(S33°30'23"E)
C2	12°03'45"	1,355.00'	285.27'	284.74'	S18°26'59"E

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
JOHN BIGON and wife, MARY BIGON
WILLIAMSON COUNTY

SCALE
1" = 200'

PROJECT
FM 3349

PARCEL 89
PAGE 3 OF 5

PLAT TO ACCOMPANY DESCRIPTION

03-24-2021

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2066432-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE NOVEMBER 3, 2020, ISSUE DATE NOVEMBER 18, 2020.

10C. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 75, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021721 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

D. ELECTRIC AND TELEPHONE LINE(S) EASEMENT AND AGREEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 80, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007021720 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

E. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 303, PAGE 182, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 348, PAGE 384, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. WATER LINE(S) EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 504, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. ELECTRIC AND TELEPHONE LINE(S) EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 640, PAGE 91, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. COMMUNICATIONS LINE(S) EASEMENT TO GTE SOUTHWEST, INC. RECORDED IN DOCUMENT NO. 9748225, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008042851, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS LOCATION CAN NOT BE LOCATED.

K. TERMS, CONDITIONS, AND STIPULATIONS OF THE RESOLUTION NO. 2006-27R OF THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2006045188 AND DOCUMENT NO. 2006042885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. TERMS, CONDITIONS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2008042852, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. TERMS, CONDITIONS, AND STIPULATIONS IN THE EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2009042802, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.



PARCEL PLAT SHOWING PROPERTY OF		PARCEL 89
JOHN BIGON and wife, MARY BIGON		
SCALE 1" = 200'	WILLIAMSON COUNTY	PROJECT FM 3349
		PAGE 4 OF 5

PLAT TO ACCOMPANY DESCRIPTION

03-24-2021

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	↗	DENOTES COMMON OWNERSHIP
◻	IRON ROD WITH ALUMINUM CAP FOUND STAMPED "WILCO ROW-5777"	P.O.B.	POINT OF BEGINNING
◻	TxDOT TYPE II CONCRETE MONUMENT FOUND	P.O.R.	POINT OF REFERENCE
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	()	RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
┆	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
┆┆	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

N. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT REGARDING ORDINANCE NO. 2012-19 RECORDED IN DOCUMENT NO. 2012057357, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS 1.440 ACRE TRACT.

O. TERMS, CONDITIONS, AND STIPULATIONS IN THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2012057885, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO DEVELOPMENT AGREEMENT

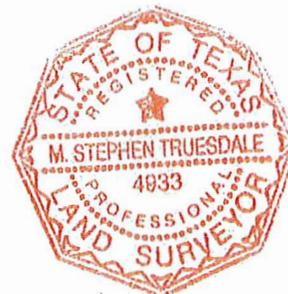
T. TERMS, CONDITIONS, EASEMENTS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2017099723, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS 2.787 ACRE REMAINDER TRACT.

U. TERMS, CONDITIONS, EASEMENTS, AND STIPULATIONS IN THE PUBLIC UTILITY AND ACCESS EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2018015046, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS 2.960 ACRE REMAINDER TRACT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 17 June 2021

M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681



<p>INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD, STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00</p>	PARCEL PLAT SHOWING PROPERTY OF JOHN BIGON and wife, MARY BIGON		PARCEL 89
	SCALE 1" = 200'	WILLIAMSON COUNTY	

Commissioners Court - Regular Session

61.

Meeting Date: 09/21/2021

Letter Agreement for Jonah Easement

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement with Dwayne Krueger and Treila Krueger Aery, trustee of the Treila Krueger Aery Trust dated October 2003 for a Jonah Easement needed on the SE Loop project (Parcels 86P1WE and 86P4WE). Funding Source: Road Bonds P 332

Background

Fiscal Impact

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

Attachments

Krueger L: Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/16/2021 11:42 AM
Form Started By: Charlie Crossfield		Started On: 09/16/2021 11:31 AM
Final Approval Date: 09/16/2021		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrllaw.com

September 10, 2021

Via e-mail hippohank@aol.com

Treila Krueger Aery, as Trustee of the Treila Krueger Aery Trust, dated October 2003

Daniel Dwayne Krueger

11901 Hwy 79

Hutto, Texas 78634

Re: Williamson County—Southeast Loop Ph.3
Jonah SUD replacement waterline easement
Parcel No.: 86P1WE, 86P4WE

Dear Dwayne:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement to Jonah Water Special Utility District (“Jonah”) in and across portions of your property (“Owner”) as part of Williamson County’s (“County”) proposed improvements to Southeast Loop/Corridor A1 and related utility adjustments (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to Jonah of a fully executed and acknowledged waterline easement (“Easement”) in and to a 2.60 acre (113,358 SF) of land, and in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$112,286.00** in cash or other good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at a title company of County’s choice (“Title Company”) within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to Jonah in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney’s fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien consent or subordination required as a condition of the Closing.

3. 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 and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

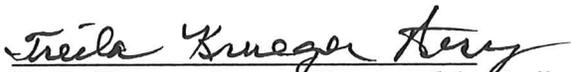
Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,



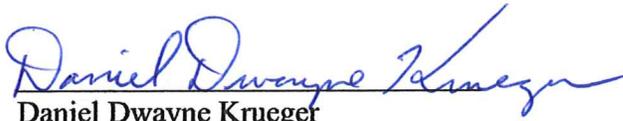
Don Childs
Sheets & Crossfield, PLLC

AGREED:



Treila Krueger Aery, as Trustee of the Treila Krueger Aery Trust, dated October 2003, as amended

Date: 9.14.2021



Daniel Dwayne Krueger

Date: 9-14-2021

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

TREILA KRUEGER AERY, AS TRUSTEE OF THE TREILA KRUEGER AERY TRUST, DATED OCTOBER 2003, AS AMENDED, AND DANIEL DWAYNE KRUEGER ("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 2.60 acre (113,358 SF) parcels of land, being a portion of the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibits "A-B" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: _____

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 14th day of September, 2021.

GRANTOR:

Treila Krueger Aery
Treila Krueger Aery, as Trustee of the Treila Krueger Aery Trust, dated October 2003, as amended

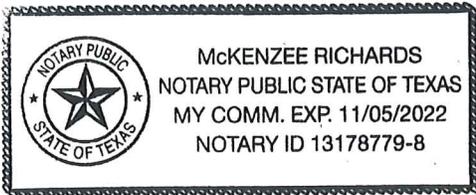
Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 14th day of September, 2021, by Treila Krueger Aery, in the capacity and for the purposes and consideration recited herein.

McKenzie Richards
Notary Public, State of Texas
Printed Name: McKenzie Richards
My Commission Expires: 11/05/2022



GRANTOR:

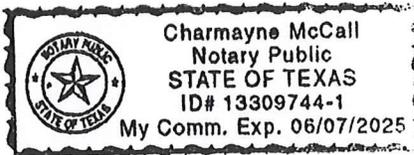

Daniel Dwayne Krueger

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 13 day of September, 2021, by Daniel Dwayne Krueger, in the capacity and for the purposes and consideration recited herein.



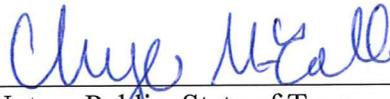

Notary Public, State of Texas
Printed Name: Charmayne McCall
My Commission Expires: 06/07/2025

EXHIBIT **A**
PROPERTY DESCRIPTION FOR PARCEL 86, PART 1 – W.E.

DESCRIPTION OF A 2.258 ACRE (98,303 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE PATRICK O'DAUGHERTY SURVEY, ABSTRACT NO. 184 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 145.59 ACRES DESCRIBED IN SPECIAL WARRANTY DEED TO TREILA KRUEGER AERY AND DANIEL DWAYNE KRUEGER RECORDED IN DOCUMENT NO. 2013012468 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TREILA KRUEGER AERY CONVEYS HER INTEREST AS TRUSTEE TO THE TREILA KRUEGER AERY TRUST (REMAINDER OF 145.59 ACRES) IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013061155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND RE-RECORDED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2013103686 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CITING THE ACREAGE AS BEING 135.209 ACRES, SAID 2.258 ACRE (98,303 SQUARE FOOT) PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the easterly Right-of-Way (ROW) line of that called 12.318 acre tract of described in Deed (Southeast Loop (Corridor A1) Right of Way) to Williamson County, Texas recorded in Document No. 2021085098 of the Official Public Records of Williamson County, Texas, being the northwesterly corner of the remainder of that called 6.2200 acre tract of land described in Partition Warranty Deed to Daniel Dwayne Krueger recorded in Document No. 2000010169 of the Official Public Records of Williamson County, Texas, same being the southwesterly corner of said remainder of the 135.209 acre tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found in the existing northerly ROW line of U.S. Highway 79 (variable width ROW), being the southwesterly corner of said remainder of the 6.2200 acre tract, bears with the westerly boundary line of said remainder of the 6.2200 acre tract and said easterly ROW line, S 14°31'59" E, at a distance of 315.20 feet;

THENCE, departing said remainder of the 6.2200 acre tract, with the existing easterly and southerly ROW lines of said 12.318 acre ROW tract, same being the westerly, and northerly boundary lines of said remainder of the 135.209 acre tract, the following six (6) courses:

- 1) N 12°46'42" W, for a distance of 238.07 feet to an iron rod with aluminum cap stamped "ROW 4933" set for an angle point;
- 2) N 15°17'29" W, for a distance of 266.41 feet to an iron rod with aluminum cap stamped "ROW 4933" set for an angle point;
- 3) N 12°46'42" W, for a distance of 305.56 feet to an iron rod with aluminum cap stamped "ROW 4933" set for the beginning of a curve to the right;
- 4) Along said curve to the right, having a delta angle of 80°47'51", a radius of 774.00 feet, an arc length of 1,091.48 feet and a chord which bears N 27°37'13" E, for a distance of 1,003.26 feet to an iron rod with aluminum cap stamped "ROW 4933" set, for a point of tangency;
- 5) N 68°01'09" E, for a distance of 256.11 feet to an iron rod with aluminum cap stamped "ROW 4933" set for an angle point;
- 6) N 65°36'11" E, for a distance of 98.63 feet to an iron rod with aluminum cap stamped "ROW 4933" set, being the northwesterly corner of that called 0.241 acre tract of land described in Deed to Williamson County, Texas recorded in said Document No. 2021085098, for an ell corner, and from which, an iron rod with aluminum cap stamped "ROW 4933" set, being the northeasterly corner of said 0.241 acre tract, same being the northwesterly corner of that called 11.25 acre tract of land described in Warranty Deed to Frame Switch Energy, Inc. recorded in Document No. 2014078998 of the Official Public Records of Williamson County, Texas, bears N 65°36'11" E, at a distance of 15.01 feet;
- 7) **THENCE**, departing said 12.318 acre ROW tract, with the westerly boundary line of said 0.241 acre tract, same being the easterly boundary line of said remainder of the 135.209 acre tract, S 22°04'15" E, for a distance of 699.38 feet to an iron rod with aluminum cap stamped "ROW 4933" set, being the southwesterly corner of said 0.241 acre tract, for an ell corner;

- 8) **THENCE, N 67°58'05" E**, at a distance of 15.00 feet, pass the calculated southeasterly corner of said 0.241 acre tract, same being the southwesterly corner of said 11.25 acre tract, and continuing with the southerly boundary line of said 11.25 acre tract, same being said easterly boundary line of said remainder of the 135.209 acre tract, for a total distance of **263.00** feet to an iron rod with plastic cap stamped "RPLS 4773" found, being the northwesterly corner of that called 4.161 acre tract described in Document No. 2003118357 to Oncor Electric Delivery Company and corrected in Document No. 2004006610 both of the Official Public Records of Williamson County, Texas and depicted in ONCOR-TAYLOR, a subdivision of record in Cabinet Y, Slides 383-385 of the Plat Records of Williamson County, Texas, for an ell corner;

THENCE, departing said 11.25 acre tract, with the common boundary lines of said 4.161 acre tract, and said remainder of the 135.209 acre tract, the following two (2) courses:

- 9) **S 22°00'06" E**, for a distance of **399.93** feet to an iron rod with plastic cap (illegible) found, being the southwesterly corner of said 4.161 acre tract;
- 10) **N 68°13'55" E**, for a distance of **417.04** feet to a calculated point, being in the westerly line of that called 0.368 acre proposed 20' wide waterline easement, and from which a 1/2" iron rod found in the existing westerly ROW line of County Road (C.R.) 101 (variable width ROW), being the southeasterly corner of said 4.161 acre tract bears **N 68°13'55" E**, at a distance of 20.00 feet;
- 11) **THENCE**, departing said 4.161 acre tract, with the westerly line of said 20' wide proposed waterline easement, through the interior of said remainder of the 135.209 acre tract, **S 22°00'28" E**, for a distance of **20.00** feet to a calculated ell corner;

THENCE, departing said proposed waterline easement, through the interior of said remainder of the 135.209 acre tract, the following two (2) courses:

- 12) **S 68°13'55" W**, for a distance of **158.44** feet to a calculated angle point;
- 13) **S 12°40'47" E**, for a distance of **895.51** feet to a calculated point in the existing northerly ROW line of said U.S. Highway 79, being the southerly boundary line of said remainder of the 135.209 acre tract, same being the northerly boundary line of that called 1.216 acre ROW tract of land (Exhibit "C") as described in Special Warranty Deed to the State of Texas recorded in Document No. 2011052405 of the Official Public Records of Williamson County, Texas, for an ell corner, and from which, a TxDOT Type II monument found, being an ell corner in said common line and said existing northerly ROW line, being the westerly boundary line of the remainder of that called 1.62 acre ROW tract cited in Deed to Williamson County, Texas recorded in Document No. 2019125083 of the Official Public Records of Williamson County, Texas, bears **N 77°20'07" E**, at a distance of 86.82 feet;
- 14) **THENCE**, with said common boundary/ROW line, **S 77°20'07" W**, for a distance of **20.00** feet to a calculated angle point, and from which a TxDOT Type II monument found, being an ell corner in said common boundary line and said existing northerly ROW line bears **S 77°20'07" W**, at a distance of 61.03 feet

THENCE, departing said ROW line, through the interior of said remainder of the 135.209 acre tract, the following five (5) courses:

- 15) **N 12°40'47" W**, for a distance of **892.31** feet to a calculated angle point;
- 16) **S 68°13'55" W**, for a distance of **258.35** feet to a calculated ell corner;
- 17) **N 22°00'06" W**, for a distance of **399.83** feet to a calculated ell corner;
- 18) **S 67°58'05" W**, for a distance of **262.98** feet to a calculated ell corner;
- 19) **N 22°04'15" W**, for a distance of **698.54** feet to a calculated ell corner;

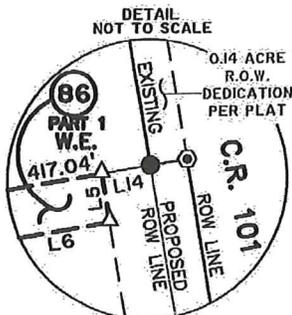
THENCE, continuing through the interior of said remainder of the 135.209 acre tract, being parallel with and 20' feet from said existing southerly and easterly ROW lines of said 12.318 acre ROW tract, the following six (6) courses:

- 20) **S 65°36'11" W**, for a distance of **78.22** feet to a calculated angle point;

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	80°47'51"	774.00'	1,091.48'	1,003.26'	N27°37'13"E
C2	80°47'51"	754.00'	1,063.28'	977.34'	S27°37'13"W



PATRICK O'DOUGHERTY SURVEY
ABSTRACT No. 184

ONCOR ELECTRIC DELIVERY COMPANY
15' EASEMENT & RIGHT OF WAY
DOC. No. 2004042694
& DOC. No. 2004042695
O.P.R.W.C.T.

J. C. EAVES SURVEY
ABSTRACT No. 213

WILLIAMSON COUNTY, TEXAS
EXHIBIT A 12.318 ACRES
DOC. No. 2021085098
O.P.R.W.C.T.

FRAME SWITCH ENERGY, INC.
11.25 ACRES
DOC. No. 2014078998
O.P.R.W.C.T.

WILLIAMSON COUNTY, TEXAS
EXHIBIT C 0.241 ACRES
DOC. No. 2021085098
O.P.R.W.C.T.

ONCOR-TAYLOR
4.161 ACRES
CAB. Y. SLIDE 383-385
P.R.W.C.T.

ONCOR ELECTRIC DELIVERY COMPANY
4.161 ACRES
DOC. NO. 2003118357
& CORRECTED IN
DOC. No. 2004006610
O.P.R.W.C.T.

WILLIAMSON COUNTY, TEXAS
EXHIBIT B 0.680 ACRES
DOC. No. 2021085098
O.P.R.W.C.T.

PROPOSED 20'
WATERLINE
EASEMENT

WILLIAMSON COUNTY, TEXAS
EXHIBIT B 1.82 ACRES
DOC. No. 2019125063
O.P.R.W.C.T.

APPROXIMATE CENTERLINE
TEXAS POWER & LIGHT CO.
UNDEFINED WIDTH EASEMENT
VOL. 239, PG. 83
D.R.W.C.T.
& MODIFIED IN
DOC. No. 2007038223
O.P.R.W.C.T.

REMAINDER OF 135.209 ACRES

TREILA KRUEGER AERY &
DANIEL DWAYNE KRUEGER
REMAINDER OF 145.59 ACRES
DOCUMENT No. 2013012468
O.P.R.W.C.T.

TREILA KRUEGER AERY AS TRUSTEE OF THE
TREILA KRUEGER AERY TRUST
REMAINDER OF 145.59 ACRES
DOC. No. 2013061155
AND RE-RECORDED AS 135.209 ACRE
REMAINDER OF 145.59 ACRES
DOC. No. 2013103686
O.P.R.W.C.T.

DANIEL DWAYNE KRUEGER
REMAINDER OF 6.2200 ACRES
DOC. 2000010169
O.P.R.W.C.T.

(N77°19'11"E 656.62')
N77°19'09"E 656.60'

U. S. 79
(VARIABLE WIDTH R.O.W.)

STATE OF TEXAS
1.216 ACRES EXHIBIT "C"
DOC. No. 201052405
O.P.R.W.C.T.

07/05/2021

REBECCA LYNN TEICHELMAN BORGNE,
ROXANA RUTH TEICHELMAN & TIMOTHY DON TEICHELMAN
REMAINDER OF 104.44 ACRES
TRACT B
DOC. No. 2015039811
O.P.R.W.C.T.

GRID
COORDINATES:
N=10,176,596.63
E=3,191,115.12

P.O.B.

J. J. STUBBLEFIELD
SURVEY
ABSTRACT No. 562

"XDOT"
ALUM
CAP
WITNESS

STATE OF TEXAS
0.567 ACRES EXH A
DOC. 201102462B

STATE OF TEXAS

STATE OF TEXAS
1.428 ACRES EXH A
DOC. 2010085330

0.412 ACRES EXH A
DOC. 201052405

TEXAS POWER & LIGHT
COMPANY
VOL. 239, PG. 550
D.R.W.C.T.

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL, RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

SCALE
1" = 300'

PARCEL PLAT SHOWING PROPERTY OF
**TREILA KRUEGER AERY TRUST
& DANIEL DWAYNE KRUEGER**

WILLIAMSON COUNTY

PROJECT
FM 3349

**PARCEL 86
PART 1
W.E.**

PAGE 4 OF 5

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET	■	TxDOT TYPE II CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊙	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED	⊙	1/2" ID IRON PIPE FOUND	— —	LINE BREAK
⊗	IRON ROD WITH ALUMINUM CAP FOUND - "TxDOT"	△	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
●	1/2" IRON ROD FOUND	✱	WOOD POST FLUSH WITH GROUND FOUND	()	RECORD INFORMATION
		⊗	AXEL FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
				O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

I) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2058028-KF0, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 29, 2020, ISSUE DATE NOVEMBER 6, 2020.

IOA. TELEPHONE LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 238, PAGE 550, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 83, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007038223, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 307, PAGE 65, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

D. PIPELINE EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 716, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

E. UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042694, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

F. UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042695, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. WATER DISTRIBUTION AND TRANSMISSION LINE EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2008044413, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

H. WATER DISTRIBUTION AND TRANSMISSION LINE EASEMENT TO JONAH SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 2009089732, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2010000317, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. CITY OF HUTTO RESOLUTION NO. 2006-27R DATED 05/25/2006 RECORDED IN DOCUMENT NO. 2006045188, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

NO.	DIRECTION	DISTANCE
L1	N68°01'09"E	256.11'
L2	N65°36'11"E	98.63'
L3	N65°36'11"E	15.01'
L4	N67°58'05"E	263.00'
L5	S22°00'28"E	20.00'
L6	S68°13'55"W	158.44'
L7	N77°20'07"E	86.82'
L8	S77°20'07"W	20.00'
L9	N77°20'07"E	61.03'
L10	S65°36'11"W	78.22'
L11	S68°01'09"W	256.53'
L12	S77°18'42"W	20.00'
L13	S14°31'59"E	315.20'
(L13)	(N14°31'58"W)	(315.20')
L14	N68°13'55"E	20.00'

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 16 July 2021
 M. STEPHEN TRUESDALE DATE



REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL ROAD, SUITE 103
 ROUND ROCK, TEXAS 78681

07/05/2021

<p>INLAND GEODETICS PROFESSIONAL LAND SURVEYORS 1504 CHISHOLM TRAIL RD., STE. 103 ROUND ROCK, TX. 78681 PH (512) 238-1200, FAX (512) 238-1251 FIRM REGISTRATION NO. 100591-00</p>	PARCEL PLAT SHOWING PROPERTY OF TREILA KRUEGER AERY TRUST & DANIEL DWAYNE KRUEGER		PARCEL 86 PART 1 W.E.
	SCALE 1" = 300'	WILLIAMSON COUNTY	PROJECT FM 3349

EXHIBIT B
PLAT TO ACCOMPANY DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	S23°01'09"W	55.20'
L2	N21°46'05"W	20.00'
L3	N23°01'09"E	66.87'
L4	S22°02'04"E	28.26'
L5	N22°02'04"W	1,125.32'
L6	S68°01'09"W	334.53'



PATRICK O'DOUGHERTY SURVEY
ABSTRACT No. 184

REMAINDER OF 135.209 ACRES

ANDERSON FARMS, LLP
TRACT 2 25 ACRES
DOC. No. 2016065796
O.P.R.W.C.T.

ONCOR ELECTRIC
DELIVERY COMPANY
15' EASEMENT &
RIGHT OF WAY
DOC. No. 2004042694
& DOC. No. 2004042695
O.P.R.W.C.T.

TREILA KRUEGER AERY &
DANIEL DWAYNE KRUEGER
REMAINDER OF 145.59 ACRES
DOCUMENT No. 2013012468
O.P.R.W.C.T.

TREILA KRUEGER AERY AS TRUSTEE OF THE
TREILA KRUEGER AERY TRUST
REMAINDER OF 145.59 ACRES
DOC. No. 2013061155
AND RE-RECORDED AS 135.209 ACRE
REMAINDER OF 145.59 ACRES
DOC. No. 2013103686
O.P.R.W.C.T.

SOUTHEAST LOOP
(CORRIDOR A1)
CONNECTING ROAD
VARIABLE WIDTH R.O.W.)
WILLAMSON COUNTY, TEXAS
EXHIBIT A 12.318 ACRES
DOC. No. 2021065098
O.P.R.W.C.T.

P.O.B.
GRID COORDINATES:
N=10,178,849.87
E=3,192,309.85

C.R. 101
(VARIABLE WIDTH R.O.W.)
OSTENSIBLE SURVEY LINE

07/30/2021

**INLAND U
GEODETICS**
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

SCALE
1" = 100'

PARCEL PLAT SHOWING PROPERTY OF
**TREILA KRUEGER AERY TRUST
& DANIEL DWAYNE KRUEGER**
WILLAMSON COUNTY

PROJECT
FM 3349

**PARCEL 86
PART 4
W.E.**
PAGE 2 OF 3

LEGEND

- IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET
- IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
- IRON ROD WITH ALUMINUM CAP FOUND - "1XDOT"
- 1/2" IRON ROD FOUND
- 1XDOT TYPE II CONCRETE MONUMENT FOUND
- 1/2" ID IRON PIPE FOUND
- △ CALCULATED POINT
- ★ WOOD POST FLUSH WITH GROUND FOUND
- AXEL FOUND
- PROPERTY LINE
- LINE BREAK
- POINT OF BEGINNING
- () RECORD INFORMATION
- P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

PLAT TO ACCOMPANY DESCRIPTION

EXHIBIT B

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2058028-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE OCTOBER 29, 2020, ISSUE DATE NOVEMBER 6, 2020.

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B. ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 239, PAGE 83, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING MODIFIED IN DOCUMENT NO. 2007038223, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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K. CITY OF HUTTO RESOLUTION NO. 2006-27R DATED 05/25/2006 RECORDED IN DOCUMENT NO. 2006045188, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 5 Aug 2021

M. STEPHEN TRUESDALE DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
 LICENSED STATE LAND SURVEYOR
 INLAND GEODETICS, LLC
 FIRM REGISTRATION NO. 100591-00
 1504 CHISHOLM TRAIL RD, STE 103
 ROUND ROCK, TEXAS 78681

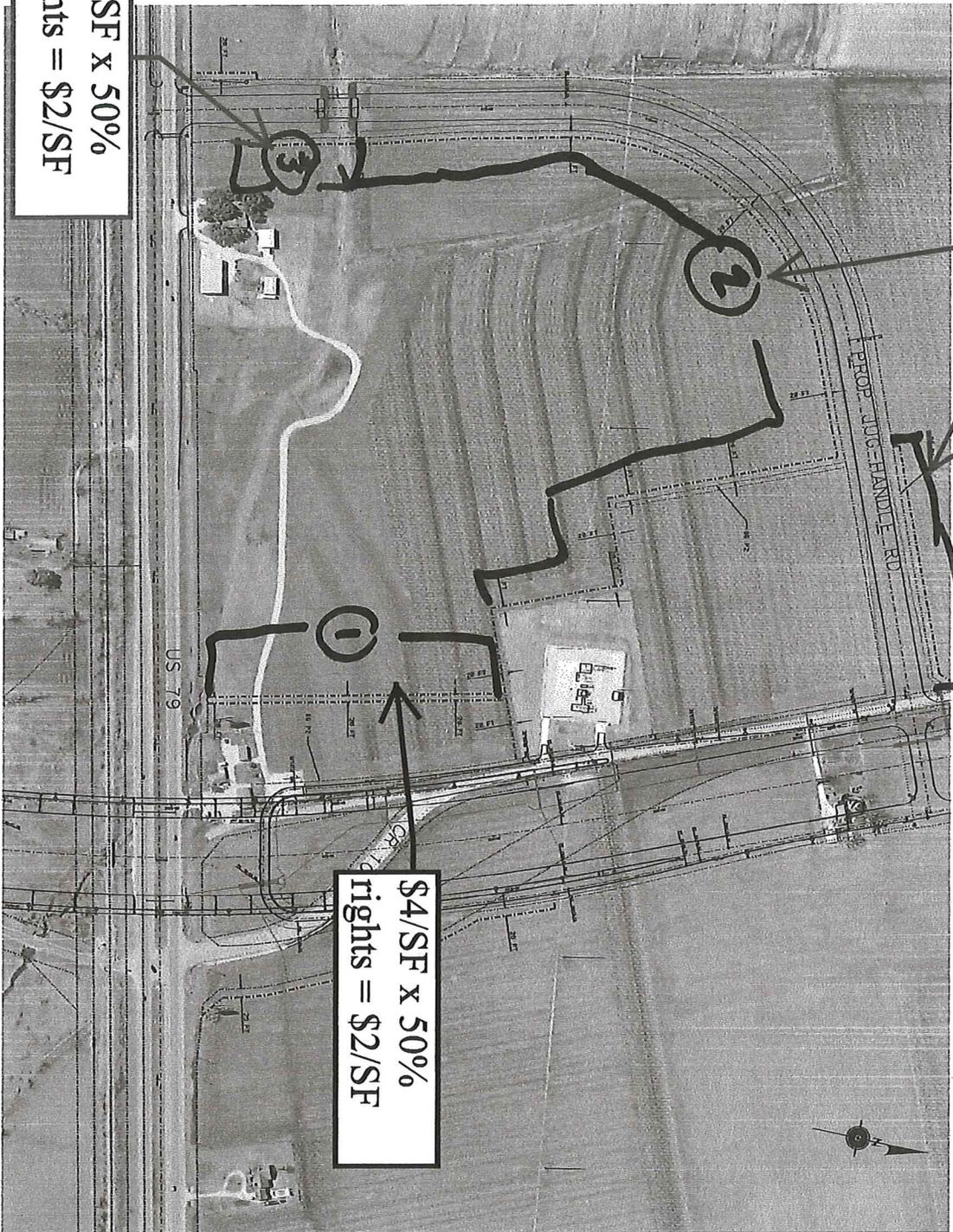


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 PH: (512) 238-1200, FAX: (512) 238-1251
 FIRM REGISTRATION NO. 100591-00

SCALE 1" = 100'
 PARCEL PLAT SHOWING PROPERTY OF
TREILA KRUEGER AERY TRUST & DANIEL DWAYNE KRUEGER
 WILLIAMSON COUNTY

PROJECT FM 3349
 PARCEL 86 PART 4 W.E.
 PAGE 3 OF 3

07/30/2021



**\$1.60/SF x 50%
rights = \$0.80/SF**

**\$4/SF x 50%
rights = \$2/SF**

**\$4/SF x 50%
rights = \$2/SF**



LEGEND

- PROPOSED ROW
- PROPOSED R/W
- PROPERTY LINES
- PROPOSED ROADWAYS
- ADJACENT EASEMENTS
- PROPOSED DRAINAGE



CobbFendley
TBEES Firm Registration No. F277

505 East Hauland Drive, Suite 100
Austin, Texas 78752
512.834.8798 | Fax: 512.832.7721 | www.cobbendley.com

**KRUEGER (86) JSUD
EASEMENT EXHIBIT**

DESIGN BY:	SC	SCALE:	HORIZONTALS 1"=150'
DRAWN BY:	SC		
CHECKED BY:	EW		
PROJECT NO:	SR		
DATE:	6/17/2021	SHEET:	1 OF 1

Commissioners Court - Regular Session

62.

Meeting Date: 09/21/2021

EPM

Submitted For: Rebecca Clemons

Submitted By: Rebecca Clemons,
Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on one addition to the Employee Policy Manual for FY22 as listed.

Background

Williamson County does not allow employees to reside out of State and work for the County due to multiple taxation issues. For these reasons, we do not have any positions that are 100% remote. This notates our current practice within the policy manual.

Fiscal Impact

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

Attachments

FY22draftpage2

Form Review

Inbox

County Judge Exec Asst.

Reviewed By

Becky Pruitt

Date

09/13/2021 03:41 PM

Form Started By: Rebecca Clemons

Started On: 09/13/2021 11:27 AM

Final Approval Date: 09/13/2021

Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time with or without notice.
- Williamson County may terminate the employment relationship at any time with or without cause or notice.
- Williamson County may change the terms and conditions of employment at any time, with or without notice.

Equal Employment Opportunity & ADA Compliance;

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, promotions, terminations, compensation, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- **Full-time:** Full time positions are scheduled to work consistently 30 or more hours in a pay week.
- **Part-time:** Part time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay.
- **Temporary:** Temporary employees are limited to working 130 days in a calendar year. They are not eligible for TCDRS retirement, holidays, benefits or leave time including longevity pay.

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act (FLSA).

- **Exempt:** Exempt positions are salaried positions which are not eligible for overtime or compensatory time.
- **Non-Exempt:** Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy.

***All full, part-time and temporary employees must reside within the State of Texas during the scope of their employment.**



Commissioners Court - Regular Session

63.

Meeting Date: 09/21/2021

FY'22 Public Service Agreements

Submitted For: Ashlie Holladay

Submitted By: Saira Hernandez, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving public service funding agreements as per the FY'22 adopted budget approved by Commissioners Court on August 31, 2021.

Background

FY'22 funding agreements reflect the amounts within the adopted budget as approved by Commissioners Court, attached is a contract summary for your reference.

Fiscal Impact

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

Attachments

- Contract Summary
- WBCO - Rent
- WBCO - SR Nutrition
- BBT - MHMR
- CAC
- Williamson Museum
- BBT - TCOOMMI
- CASA
- CARTS
- Hope

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/16/2021 11:19 AM
County Judge Exec Asst.	Becky Pruitt	09/16/2021 11:27 AM
Form Started By: Saira Hernandez		Started On: 09/03/2021 01:44 PM
Final Approval Date: 09/16/2021		

CONTRACTS SUMMARY

Public Service Funding		
DEPT - OBJ		FY22 Adopted
0640-004611	Williamson-Burnet County Opportunities - Rent	\$ 40,000.00
0640-004612	Capital Area Rural Transportation System (CARTS)	\$ 10,000.00
0640-004614	Williamson-Burnet County Opportunities - Senior Nutrition	\$ 45,000.00
0640-004703	Bluebonnet Trails Community Center_ MHMR	\$ 969,264.00
0640-004708	Williamson County Child Advocacy Center	\$ 55,000.00
0640-004720	Williamson Museum	\$ 257,125.00
0640-004960	Adult and Juvenile Offender Program Supporting Services under the Texas Correctional Office of Offender with Medical or Mental Impairments	\$ 25,000.00
0640-004967	Williamson County Crisis Center (Hope Alliance)	\$ 85,000.00
0409-003900	Court Appointed Special Advocates (CASA) of Williamson County	\$ 25,000.00

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS

§
§
§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON

The parties to this Public Services Funding Agreement (“Agreement”) are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. (“Agency”).

RECITALS

WHEREAS, the County has budgeted and allocated funds (the “Funds”) for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency’s activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2021 and shall terminate one year later, on September 30, 2022. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$40,000 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public service source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY.** THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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 shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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 County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20____.

Agency:

COUNTY:

Name of Agency:

Williamson County, Texas

Williamson-Burnet County Opportunities,
Inc.

By: Marco Cruz

By: _____

Printed Name: Marco Cruz

Printed Name: _____

Title: Executive Director

Title: _____

Address:

604 High Tech Drive Georgetown Texas 78626

Address:

710 Main Street, Suite 101
Georgetown, Texas 78626

_____, _____ Attn: _____
Dori Yeater, Development Director

Attn: Williamson County Judge

Telephone: (512) 943-1550

Telephone: 512-763-1400 X 2014

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides emergency assistance; a headstart program; case managed aid to transition individuals out of poverty; a new adult education program for job skills; and a rapid re-housing program. The Funds shall be used to defray the operating costs of the Agency's central office, which is located in Georgetown, Williamson County, Texas.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON

The parties to this Public Services Funding Agreement (“Agreement”) are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. (“Agency”).

RECITALS

WHEREAS, the County has budgeted and allocated funds (the “Funds”) for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency’s activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2021 and shall terminate one year later on September 30, 2022. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$45,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY.** THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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 shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. 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 County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20____.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Marco Cruz

Printed Name: Marco Cruz

Title: Executive Director

Address:

604 High Tech Drive Georgetown Texas 78626

Attn: Dori Yeater, Development Director

Telephone: 512-763-1400 X 2014

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:

710 Main Street, Suite 101

Georgetown, Texas 78626

Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency shall works to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County. The Funds shall be used in support of the Agency's Senior Nutrition Program.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
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 § KNOW ALL PERSONS BY THESE PRESENTS:
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COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement (“Agreement”) are Williamson County ("County") and Bluebonnet Trails Community MHMR Center (“Agency”).

RECITALS

WHEREAS, the County has budgeted and allocated funds (the “Funds”) for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency’s activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

- A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.
- B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

- A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.
- B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.
- C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2021 and shall terminate one year later on September 30, 2022. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$969,264 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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 shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

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

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20__.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By:  _____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
1009 N. Georgetown Street
Round Rock, Texas 78664

Attn: _____

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. The Funds shall be used to assist in case management, skills training and medication for adult persons with mental health needs.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS

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KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON

The parties to this Public Services Funding Agreement (“Agreement”) are Williamson County (“County”) and Williamson County Children’s Advocacy Center, Inc. (“Agency”).

RECITALS

WHEREAS, the County has budgeted and allocated funds (the “Funds”) for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency’s activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I

BASIC SCOPE OF AGREEMENT

- A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.
- B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

- A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.
- B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.
- C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2021 and shall terminate one year later on September 30, 2022. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV

TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$55,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY.** THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS

EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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 shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

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

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused

unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20__.

Agency:

COUNTY:

Name of Agency:

Williamson County, Texas

Williamson County Children's
Advocacy Center, Inc

By: 

By: _____

Printed Name: KERRIE STANNELL

Printed Name: _____

Title: CEO

Title: _____

Address:

211 Commerce Blvd #101
Round Rock, TX 78664

Address:

710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Attn: Kerrie Stannell

Telephone: (512) 943-1550

Telephone: 512-943-3710

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in an attempt to minimize trauma and reduce re-victimization to child victims of abuse. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs of the forensic department, counseling department, medical department, community awareness/training, and volunteer program).

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
THE WILLIAMSON MUSEUM
(FY2022)**

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and THE WILLIAMSON MUSEUM, hereinafter referred to as ("MUSEUM").

WITNESSETH

WHEREAS, WILLIAMSON COUNTY has an interest in supporting historic preservation efforts and promoting community-based expressions of arts and cultural, including but not limited to promoting efforts that serve a public benefit and further economic development;

WHEREAS, MUSEUM has an interest in supporting the provision of community and county-wide historical preservation efforts;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with MUSEUM;

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. MUSEUM will operate as an independent contractor in Williamson County, Texas. MUSEUM shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT.

2. Payment/Inspections & Audits. MUSEUM shall cooperate with inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to MUSEUM the full yearly amount of **\$257,125.00 payable after October 1, 2021 and prior to the end of FY2021 or September 30, 2022 in the form of equal monthly installments and generally paid each month on WILLIAMSON COUNTY's first check run for accounts payable.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, MUSEUM agrees to return to WILLIAMSON COUNTY all funds distributed to MUSEUM if (a.) MUSEUM's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) MUSEUM fails in any other respect under this CONTRACT; (d.) MUSEUM changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the museum no longer serves a public purpose; or (e) MUSEUM conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use the museum a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds may be prorated based on those portions that were reasonably used for intended purposes.

4. Records. MUSEUM shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. MUSEUM agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such MUSEUM records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and MUSEUM. MUSEUM further agrees that WILLIAMSON 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 MUSEUM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MUSEUM expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary MUSEUM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give MUSEUM reasonable advance notice of intended audits.

5. Indemnity. MUSEUM shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

MUSEUM FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER OR OCCASIONED BY MUSEUM.

6. **Compliance with All Laws.** MUSEUM and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. **Notice.** Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

MUSEUM:
THE WILLIAMSON MUSEUM
716 S. AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. **No Assignment.** This CONTRACT may not be assigned.

9. **Termination.** Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

- a. the termination of the corporate or business existence of MUSEUM;
- b. the insolvency of MUSEUM, the filing of a petition in bankruptcy either by or against MUSEUM, or an assignment by MUSEUM for the benefit of creditors;
- c. the breach by MUSEUM of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to MUSEUM of such breach.
- d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. **Term.** The stated term of this CONTRACT shall be until **September 30, 2022**, but with on-going contractual obligations by MUSEUM extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. **Venue & 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.

12. **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

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

14. **Proof of Non-Profit Status.** MUSEUM has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit A" and is incorporated herein as if copied in full. **Exhibit "A"**.

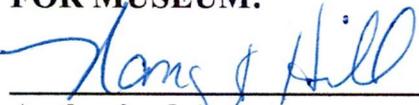
EXECUTED to be effective as of the date of the last party's execution below.

FOR WILLIAMSON COUNTY:

**Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas**

Date: _____, 20____

FOR MUSEUM:



**Authorized Agent
The Williamson Museum** *Nancy K Hill,
Executive Director*

Date: 9-9- _____, 2021

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, of the Williamson Museum, on behalf of the organization.

Notary Public, State of Texas

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
 §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 §
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement (“Agreement”) are Williamson County (“County”) and Bluebonnet Trails Community MHMR Center (“Agency”).

RECITALS

WHEREAS, the County has budgeted and allocated funds (the “Funds”) for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency’s activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

- A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.
- B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

- A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.
- B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.
- C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2021, and shall terminate one year later on September 30, 2022. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender, and the Agent hereby agrees to accept the Funds in the amount of \$25,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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 shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

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

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20__.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By:  _____

Printed Name: Andrea Richardson

Title: Executive Director

Address:

1009 N. Georgetown Street
Round Rock, Texas 78664

Attn: _____

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:

710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
 §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 §
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement (“Agreement”) are Williamson County ("County") and CASA¹ of Williamson County (“Agency”).

RECITALS

WHEREAS, the County has budgeted and allocated funds (the “Funds”) for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Agency volunteers are appointed by both District Courts and the County Courts at Law of Williamson County to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home in cases pending before the courts;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency’s activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

¹ Aka, “Court Appointed Special Advocates”

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

- A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.
- B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

- A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.
- B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.
- C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.
- E. Reports. Agency shall provide to the Williamson County Commissioners Court bi-annual reports in a form agreed upon by County and Agency to inform the County

regarding Agency operations and the number of cases being handled for the benefit of Williamson County. Such reporting shall occur on or as close as possible to October 15th and May 15th of the fiscal year in order to assist the Commissioners Court with budgetary planning for possible future funding, although funding shall be revisited on a year-to-year basis to ensure service standards and fiscal responsibility.

ARTICLE III TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2021 and shall terminate one year later on September 30, 2022. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$25,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and

transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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 shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

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

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

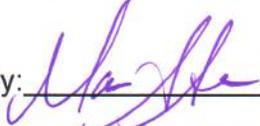
R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20__.

Agency:

Name of Agency:

CASA of Williamson County

By: 

Printed Name: MARISSA A. AUSTIN

Title: CEO

Address:

2100 scenic Dr, Suite 110
Georgetown, 78626 Attn: MARISSA
AUSTIN

Telephone: 512-868-2822

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:

710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

Court Appointed Special Advocates (CASA) of Williamson County, TX, is to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home. The Agency also provides needed assistance to children and family members, and the professionals dedicated to minimize trauma and reduce re-victimization to child victims of abuse and neglect. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs, community awareness/training, and volunteer program).

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
 §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 §
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement (“Agreement”) are Williamson County (“County”) and Capital Area Rural Transportation System (CARTS) (“Agency”).

RECITALS

WHEREAS, the County has budgeted and allocated funds (the “Funds”) for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency’s activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2021 and shall terminate one year later on September 30, 2022. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$10,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this

Agreement is determined to be invalid or unenforceable, it is 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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 shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

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

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of _____, 20__.

Agency:

Name of Agency:

Capital Area Rural Transportation System

By: *DM*

Printed Name: DAVID MARGH

Title: General Mgr.

Address:

5300 Tucker Hill Lane
Cedar Creek, TX 70612

Attn: Pearl Jackson

Telephone: 512-481-1011

County:

Williamson County, Texas

By: _____

Printed Name:

Title: _____

Address:

710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge
Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

- A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.
- B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS

§
§
§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF WILLIAMSON

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Hope Alliance ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

- A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.
- B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

- A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.
- B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.
- C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.
- D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2021 and shall terminate one year later on September 30, 2022. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of \$85,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. **THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND**

AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. 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 shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

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

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

R. 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 CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

EXECUTED as of September 3, 2021.

Agency:

Name of Agency:

Hope Alliance

By: 

Printed Name: Richard M. Brown

Title: Chief Executive Officer

Address:

1011 Gattis School Rd., Suite #110

Round Rock, TX 78664

Attn: Zenda Hyden

Telephone: 512-255-1212

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Address:

710 Main Street, Suite 101

Georgetown, Texas 78626

Attn: Williamson County Judge

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency manages the Williamson County Crisis Center, which is the only shelter in Williamson County for women and children victims of family violence. The Agency provides on-call accompaniment to the hospitals for rape victims who are taking forensic exams. The Funds shall be deposited into the Agency's general operating fund for salaries for advocates and counselors. Any remaining balance may be applied towards mileage and shelter expenses.

Commissioners Court - Regular Session**64.****Meeting Date:** 09/21/2021

Resolution of Texans Feeding Texans

Submitted For: Ashlie Koenig**Submitted By:** Saira Hernandez, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

Background

The proposed resolution will certify that the county will make a grant of \$45,000 to Williamson-Burnet County Opportunities to be used by such organization during October 1, 2021 to September 30, 2022 to provide meals to homebound elderly and/or disabled persons. The resolution also certifies that the county has approved Williamson-Burnet County Opportunities accounting system in relation to the grant requirements. The county has participated in the same grant in prior years. The Williamson County Commissioners Court approved \$45,000 funding to Williamson-Burnet County Opportunities' Senior Nutrition program within the FY '22 adopted budget. The Texans Feeding Texans Home-Delivered Meal Grant Program was established to help supplement and extend the applicants current home-delivered meal program for seniors and/or disabled Texans.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

WBCO Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2021 11:49 AM
Form Started By: Saira Hernandez		Started On: 09/13/2021 10:00 AM
Final Approval Date: 09/15/2021		



**TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2022**

A resolution of the County of _____(County) Texas certifying that the county has made a grant to _____(Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the County recognizes _____ (Authorized Official) as an official of the Organization applying for a Home-Delivered Meal Grant from the Texas Department of Agriculture.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$_____ to be used between the:

of 20 and the of 20

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this ____day of _____, 2021

Signature of Authorized Official of the County

Typed Name and Title

Commissioners Court - Regular Session

65.

Meeting Date: 09/21/2021

FY22 Special Revenue Fund Approval

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the following 2021-2022 budgets:

- 0340 Tobacco Fund
- 0350 Law Library Fund
- 0364 Pretrial Intervention Fund
- 0374 County and District Court Technology Fund
- 0376 Surplus Elections Contracts Fund
- 0384 Records Archive Fund - County Clerk
- 0385 County Clerk Records Fund
- 0386 Records Management and Preservation Fund - District Clerk
- 0387 Records Technology Fund - District Clerk
- 0388 Court Records Preservation Fund
- 0390 Countywide Records Management and Preservation Fund
- 0507 Regional Communication System Fund
- 0545 Regional Animal Shelter Fund
- 0546 Regional Animal Shelter Donation Fund
- 0882 Fleet Maintenance Fund

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FY22 Fund Purpose
 FY22 Special Revenue Funds Approval

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/16/2021 08:18 AM
Budget Office (Originator)	Ashlie Holladay	09/16/2021 09:58 AM
Form Started By: Ashlie Holladay		Started On: 09/14/2021 11:36 AM
Final Approval Date: 09/16/2021		

**Williamson County
Active Fund Listing
As of February 2021**

Constitutional Funds

Fund 0100 General Fund – The main operating fund for Williamson County. It is used to account for all financial resources for the county except those required to be accounted in another fund.

Fund 0200 Road & Bridge Fund – Monies are collected from property taxes, vehicle registration and rebates from the State. The funds are used for maintenance and construction of County Roads and Bridges.

Fund 0600 Debt Service Fund – Monies collected, mainly property taxes, are used to pay long term debt expenditures.

Other Funds to be spent for Specific Purposes

Fund 0250 Pass-Through Funding Program – This fund is used to account for the reimbursements from Texas Department of Transportation (TXDOT) related to the Pass-Through Road Financing Program. The pass-through program allows the County to manage the improvements of state highways. Reimbursement from TXDOT is based on a rate after completion of these projects. The monies will be used for the payment of the debt related to these projects. Any remaining funds after the debt has been retired will be used for road projects.

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Fund 0355 Court Reporter Service – The clerk of each court that has an official court reporter shall collect a court reporter service fee of \$15 as a court cost in each civil case filed with the clerk to maintain a court reporter who is available for assignment in the court.

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Fund 0365 Child Safety – This fund is used to account for \$1.50 tax collected during the vehicle registration process. These funds are also collected by justice, county, or district courts for violations that occur within a school crossing zone up to \$25 per violation. This fund is used to provide a school crossing guard program and/or programs designed to enhance child safety, health, or nutrition.

Fund 0366 Child Abuse Prevention – This fund is used to account for the \$100 fee assessed in certain child sexual assault and related convictions. These funds are to be used for child abuse prevention programs.

Funds 0367 (JP#3), 0368 (JP#2), 0369 (JP#4), 0373 (JP #1) Truancy Program – This fund is used to account for the collection of fees allowed by the State of Texas and ordered by the Williamson County Commissioners Court to finance the salary and benefits of a juvenile case manager helping to administer the Truancy Program for the justice courts. The program has been established through cooperation with local governments, school districts and agencies to assist with local truancy cases.

Fund 0370 Alternate Dispute Resolution – This fund was set up to aid in a week long mass mediation session held annually to clear open cases and finalize documentation in question. The monies are spent on mailing notices and coordinating parties who wish to participate in the mediation process.

Fund 0371 Juvenile Delinquency Prevention – This fund is used to repair damage and reward the public for identifying and aiding in the apprehension of offenders who vandalize public and personal property. Funds are also used for recognition and recreation programs for teens; local teen court programs; local juvenile probation department and educational and intervention programs to prevent juveniles from engaging in delinquent conduct.

Fund 0372 Justice Court Technology – This fund accounts for money charged to a defendant convicted of a misdemeanor in a justice court. It is designated for the purpose of financing the purchase of technological enhancements for a justice court.

Fund 0374 County and District Court Technology – This fund accounts for money charged to a defendant convicted of a criminal offense in a County or District Court. It is designated for the purpose of financing the purchase of technological enhancements for a county court, statutory court, or district court.

Fund 0375 Election Services Contract – This fund is used to support and contain costs generated from a contract election. Contracts between political parties and other entities are handled by the elections officer and paid by the contracting party for administering election services.

Fund 0376 Election Surplus Contract Fund– This fund accounts for the administrative fees collected from other entities the county has provided election services. The funds may not be used to fund the day-to-day operations of the office of the county election officer. The funds may only be used to defray expenses of the county election officer’s office in connection with election-related duties or functions. The county election officer shall request in writing to the Commissioners Court use of these funds. Only the county election officer can request use of these funds.

Fund 0377 Election Chapter 19 Fund– The state allocates funding based on the number of new, cancelled and updated voter registrations processed in the preceding calendar year. These funds are only to be used for any activities designed to enhance the voter registration process.

Fund 0378 Election HAVA – The fund was created to account for the rental fees collected from the use of voter equipment purchased with funds from the HAVA grant. The use of these fee revenues includes but is not limited to the maintenance, license fees and upgrades for the voting equipment as well as new equipment, training, storage and other costs associated with the operation and maintenance of the voting systems.

Fund 0380 Probate Court – This fund accounts for fees from all probate court cases filed and is used for training for County Courts at Law personnel.

Fund 0381 Guardianship – This fund is used to account for the collection of a \$20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney ad litem and to fund local guardianship programs for indigent incapacitated persons family members suitable and willing to serve as guardians.

Fund 0382 Specialty Court – Section 121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, The DWI/Drug Court and the

Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain these two programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

Fund 0384 Records Archive – County Clerk – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

Fund 0385 Records Management and Preservation – County Clerk – This fund is compiled of the fees for records management and preservation services performed by the County Clerk. This fee may be used for specific records preservation and automation projects.

Fund 0386 Records Management and Preservation – District Clerk – This fund is compiled of the fees for records management and preservation services performed by the District Clerk. This fee may be used for specific records preservation and automation projects.

Fund 0387 Records Technology – District Clerk – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

Fund 0388 Court Records Preservation – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

Fund 0390 Records Management County Wide – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

Fund 0405 County Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0406 County Attorney Hot Check – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

Fund 0407 District Attorney Welfare Fraud – This fund is used to account for monies received from fees collected from the Health and Human Services Commission for prosecuting welfare fraud cases. Expenditures are made for the prosecution of welfare fraud cases.

Fund 0408 District Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities

involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0410 County Sheriff Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0490 Employee Fund – This fund is used to account for the proceeds collected from Williamson County’s vending machine contract. The funds may be used to offset the cost of the County Christmas Party. Flowers for the death of an employee. An award or plaque upon retirement for employee recognition. Employee of the Year Awards.

Fund 0507 Radio Communication System (WCRCS) – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

Fund 0508 Williamson County Conservation Fund – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

Fund 0512 School Fund – Royalties for mineral rights are received from the investments sold for the benefit of various county school districts. The funds are held in trust and distributed to the school districts as directed by the County Judge.

Fund 0515 Appellate Judicial Fund – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

Fund 0516 Unclaimed Juvenile Restitution Fund – Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

Fund 0543 Fire Code Enforcement Fund – The Commissioners Court adopted a fee schedule on November 17, 2020 per Local Government Code 233.065. The fund is used to account for the fees related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

Fund 0545 Regional Animal Shelter (WCRAS) – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational costs.

Fund 0546 Regional Animal Shelter Donations (WCRAS) – This fund accounts for WCRAS donations. Many donations are used for a specific purpose. This fund is set up to aid in accounting for the various donations.

Fund 0571 Juvenile Justice Alternative Education Program (JJAEP) Tier II – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

Fund 0636 WC Historical Commission – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

Fund 0777 Project – These funds are set up to account for construction of major capital projects. The majority of the funds are received from Bond Proceeds.

Fund 0852 Avery Ranch Fund – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

Fund 0853 Pearson Place Road District Operating Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0854 Pearson Place Road District Debt Service Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2041.

Fund 0855 Northwoods Road District Operating Fund – Northwoods Road District was formed by the Commissioners Court in 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Staked Plains Boulevard within the District. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0856 Northwoods Road District Debt Service Fund – Northwoods Road District was formed by the Commissioners Court in 2011. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2042.

Fund 0857 Somerset Hills #4 Road District Operating Fund – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0858 Somerset Hills #4 Road District Debt Service Fund – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2045.

Fund 0875 County Sheriff – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

Fund 0876 Local Provider Participation Fund (LPPF) – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

Fund 0882 Fleet Maintenance – This fund is used to account for the maintenance and repair of motor vehicles and related costs.

Fund 0885 Williamson County Benefits Fund – The fund is used to account for the accumulation and allocation of costs associated with the self-funded medical and dental benefit plans.

Fund 0999 Grants – These funds are set up to account for federal, state and private monies provided for the enhancement of programs not fully funded by the County.

Other Funds

Fund 0205 Road & Bridge Special Projects – The fund is set up to account for private road reimbursements. In the early 1990s code allowed for citizens to request Commissioners Court to pay for private road repairs and the landowners along the road to repay thru an assessment. It is not current practice to finance private road repairs. The fund is used to account for the outstanding balances on the various road repairs.

Fund 0399 State Agency Fund – The fund is set up to account for fines and fees collected on behalf of the State. On a monthly and/or quarterly basis the monies are sent to the state. A portion of the fees collected are retained by the county and transferred to the appropriate fund.

Fund 0880 Payroll Fund – The fund is set up to account for payroll liabilities.

CAMPO

Fund 0231 CAMPO Personnel Fund – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

Fund 0831 CAMPO Operating Fund – Effective 10/1/16, the County is the fiscal agent for CAMPO. The fund is set up to account for CAMPO operating activity.

Fund Number	Fund Name	Estimated Fund		2021-2022		Excess (Deficiency) of Revenue/Expense	Projected Fund	
		Balance Fiscal Year 2020-2021		Expense Recommended Budget	Revenue Recommended Budget		Balance Fiscal Year 2021-2022	
<i>Discuss, consider and take appropriate action on the approval of the following 2021-2022 Budgets:</i>								
0340	Tobacco Fund	\$ 6,305,708.00	\$	562,320.02	\$ 378,000.00	\$ (184,320.02)	\$	6,121,387.98
0350	Law Library Fund	\$ 893,581.00	\$	230,000.00	\$ 244,250.00	\$ 14,250.00	\$	907,831.00
0364	Pretrial Intervention	\$ -	\$	245,000.00	\$ 245,000.00	\$ -	\$	-
0374	County and District Court Technology Fund	\$ 104,957.00	\$	-	\$ 2,800.00	\$ 2,800.00	\$	107,757.00
0376	Surplus Elections Contracts Fund	\$ 355,312.00	\$	230,060.42	\$ -	\$ (230,060.42)	\$	125,251.58
0384	Records Archive - County Clerk	\$ 2,813,341.00	\$	392,791.87	\$ 985,000.00	\$ 592,208.13	\$	3,405,549.13
0385	County Clerk Records	\$ 6,291,653.00	\$	1,008,881.57	\$ 2,025,500.00	\$ 1,016,618.43	\$	7,308,271.43
0386	District Clerk - Records Mgmt and Preservation Fund	\$ 290,214.00	\$	15,229.25	\$ 33,000.00	\$ 17,770.75	\$	307,984.75
0387	Records Technology Fund - District Clerk	\$ 333,742.00	\$	182,798.07	\$ 59,000.00	\$ (123,798.07)	\$	209,943.93
0388	Court Records Preservation Fund	\$ 748,576.00	\$	135,500.00	\$ 85,600.00	\$ (49,900.00)	\$	698,676.00
0390	County Wide Records Mgmt and Preservation Fund	\$ 630,848.00	\$	186,406.78	\$ 62,100.00	\$ (124,306.78)	\$	506,541.22
0507	Regional Communication System	\$ 670,780.00	\$	1,666,238.53	\$ 1,456,756.00	\$ (209,482.53)	\$	461,297.47
0545	Regional Animal Shelter Fund	\$ -	\$	2,550,499.93	\$ 2,550,499.93	\$ -	\$	-
0546	Regional Animal Shelter Donation Fund	\$ 595,696.00	\$	53,806.14	\$	\$ (53,806.14)	\$	541,889.86
0882	Fleet Maintenance Fund	\$ -	\$	4,060,385.27	\$ 4,060,385.27	\$ -	\$	-

Commissioners Court - Regular Session

66.

Meeting Date: 09/21/2021

FY22 Special Revenue Fund Acknowledgement

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and acknowledge the following 2021-2022 budgets:

- 0355 Court Reporter Service Fund
- 0360 Courthouse Security Fund
- 0361 Justice of the Peace Security Fund
- 0367 Justice of the Peace, Precinct #3 Truancy Program
- 0368 Justice of the Peace, Precinct #2 Truancy Program
- 0369 Justice of the Peace, Precinct #4 Truancy Program
- 0370 Alternate Dispute Fund
- 0372 Justice of the Peace, Technology Fund
- 0373 Justice of the Peace, Precinct #1 Truancy Program
- 0380 Probate Court Fund

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- FY22 Fund Purpose
- FY 22 Special Revenue Funds Acknowledge

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/16/2021 08:19 AM
Budget Office (Originator)	Ashlie Holladay	09/16/2021 09:58 AM
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Fund 0372 Justice Court Technology – This fund accounts for money charged to a defendant convicted of a misdemeanor in a justice court. It is designated for the purpose of financing the purchase of technological enhancements for a justice court.

Fund 0374 County and District Court Technology – This fund accounts for money charged to a defendant convicted of a criminal offense in a County or District Court. It is designated for the purpose of financing the purchase of technological enhancements for a county court, statutory court, or district court.

Fund 0375 Election Services Contract – This fund is used to support and contain costs generated from a contract election. Contracts between political parties and other entities are handled by the elections officer and paid by the contracting party for administering election services.

Fund 0376 Election Surplus Contract Fund– This fund accounts for the administrative fees collected from other entities the county has provided election services. The funds may not be used to fund the day-to-day operations of the office of the county election officer. The funds may only be used to defray expenses of the county election officer’s office in connection with election-related duties or functions. The county election officer shall request in writing to the Commissioners Court use of these funds. Only the county election officer can request use of these funds.

Fund 0377 Election Chapter 19 Fund– The state allocates funding based on the number of new, cancelled and updated voter registrations processed in the preceding calendar year. These funds are only to be used for any activities designed to enhance the voter registration process.

Fund 0378 Election HAVA – The fund was created to account for the rental fees collected from the use of voter equipment purchased with funds from the HAVA grant. The use of these fee revenues includes but is not limited to the maintenance, license fees and upgrades for the voting equipment as well as new equipment, training, storage and other costs associated with the operation and maintenance of the voting systems.

Fund 0380 Probate Court – This fund accounts for fees from all probate court cases filed and is used for training for County Courts at Law personnel.

Fund 0381 Guardianship – This fund is used to account for the collection of a \$20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney ad litem and to fund local guardianship programs for indigent incapacitated persons family members suitable and willing to serve as guardians.

Fund 0382 Specialty Court – Section 121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, The DWI/Drug Court and the

Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain these two programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

Fund 0384 Records Archive – County Clerk – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

Fund 0385 Records Management and Preservation – County Clerk – This fund is compiled of the fees for records management and preservation services performed by the County Clerk. This fee may be used for specific records preservation and automation projects.

Fund 0386 Records Management and Preservation – District Clerk – This fund is compiled of the fees for records management and preservation services performed by the District Clerk. This fee may be used for specific records preservation and automation projects.

Fund 0387 Records Technology – District Clerk – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

Fund 0388 Court Records Preservation – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

Fund 0390 Records Management County Wide – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

Fund 0405 County Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0406 County Attorney Hot Check – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

Fund 0407 District Attorney Welfare Fraud – This fund is used to account for monies received from fees collected from the Health and Human Services Commission for prosecuting welfare fraud cases. Expenditures are made for the prosecution of welfare fraud cases.

Fund 0408 District Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities

involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0410 County Sheriff Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0490 Employee Fund – This fund is used to account for the proceeds collected from Williamson County’s vending machine contract. The funds may be used to offset the cost of the County Christmas Party. Flowers for the death of an employee. An award or plaque upon retirement for employee recognition. Employee of the Year Awards.

Fund 0507 Radio Communication System (WCRCS) – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

Fund 0508 Williamson County Conservation Fund – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

Fund 0512 School Fund – Royalties for mineral rights are received from the investments sold for the benefit of various county school districts. The funds are held in trust and distributed to the school districts as directed by the County Judge.

Fund 0515 Appellate Judicial Fund – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

Fund 0516 Unclaimed Juvenile Restitution Fund – Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

Fund 0543 Fire Code Enforcement Fund – The Commissioners Court adopted a fee schedule on November 17, 2020 per Local Government Code 233.065. The fund is used to account for the fees related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

Fund 0545 Regional Animal Shelter (WCRAS) – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational costs.

Fund 0546 Regional Animal Shelter Donations (WCRAS) – This fund accounts for WCRAS donations. Many donations are used for a specific purpose. This fund is set up to aid in accounting for the various donations.

Fund 0571 Juvenile Justice Alternative Education Program (JJAEP) Tier II – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

Fund 0636 WC Historical Commission – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

Fund 0777 Project – These funds are set up to account for construction of major capital projects. The majority of the funds are received from Bond Proceeds.

Fund 0852 Avery Ranch Fund – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

Fund 0853 Pearson Place Road District Operating Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0854 Pearson Place Road District Debt Service Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2041.

Fund 0855 Northwoods Road District Operating Fund – Northwoods Road District was formed by the Commissioners Court in 2011. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Staked Plains Boulevard within the District. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0856 Northwoods Road District Debt Service Fund – Northwoods Road District was formed by the Commissioners Court in 2011. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2042.

Fund 0857 Somerset Hills #4 Road District Operating Fund – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0858 Somerset Hills #4 Road District Debt Service Fund – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2045.

Fund 0875 County Sheriff – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

Fund 0876 Local Provider Participation Fund (LPPF) – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

Fund 0882 Fleet Maintenance – This fund is used to account for the maintenance and repair of motor vehicles and related costs.

Fund 0885 Williamson County Benefits Fund – The fund is used to account for the accumulation and allocation of costs associated with the self-funded medical and dental benefit plans.

Fund 0999 Grants – These funds are set up to account for federal, state and private monies provided for the enhancement of programs not fully funded by the County.

Other Funds

Fund 0205 Road & Bridge Special Projects – The fund is set up to account for private road reimbursements. In the early 1990s code allowed for citizens to request Commissioners Court to pay for private road repairs and the landowners along the road to repay thru an assessment. It is not current practice to finance private road repairs. The fund is used to account for the outstanding balances on the various road repairs.

Fund 0399 State Agency Fund – The fund is set up to account for fines and fees collected on behalf of the State. On a monthly and/or quarterly basis the monies are sent to the state. A portion of the fees collected are retained by the county and transferred to the appropriate fund.

Fund 0880 Payroll Fund – The fund is set up to account for payroll liabilities.

CAMPO

Fund 0231 CAMPO Personnel Fund – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

Fund 0831 CAMPO Operating Fund – Effective 10/1/16, the County is the fiscal agent for CAMPO. The fund is set up to account for CAMPO operating activity.

Fund Number	Fund Name	Estimated Fund		2021-2022		Excess (Deficiency) of Revenue/Expense	Projected Fund	
		Balance Fiscal Year 2020-2021		Expense Recommended Budget	Revenue Recommended Budget		Balance Fiscal Year 2021-2022	
<i>Discuss, consider and acknowledge the following 2021-2022 Budgets:</i>								
0355	Court Reporter Service Fund	\$ 425,261.00	\$	54,480.00	\$ 115,100.00	\$ 60,620.00	\$	485,881.00
0360	Courthouse Security Fund	\$ 488,278.00	\$	260,488.24	\$ 245,075.00	\$(15,413.24)	\$	472,864.76
0361	JP Security Fund	\$ 233,767.00	\$	19,078.00	\$ 53,600.00	\$ 34,522.00	\$	268,289.00
0367	JP#3 Truancy Program	\$ 114,803.00	\$	70,113.69	\$ 43,500.00	\$(26,613.69)	\$	88,189.31
0368	JP#2 Truancy Program	\$ 102,772.00	\$	40,549.64	\$ 5,300.00	\$(35,249.64)	\$	67,522.36
0369	JP#4 Truancy Program	\$ 92,733.00	\$	34,854.28	\$ 2,300.00	\$(32,554.28)	\$	60,178.72
0370	Alternate Dispute Fund	\$ 400,106.00	\$	8,098.45	\$ 24,110.00	\$ 16,011.55	\$	416,117.55
0372	JP Technology Fund	\$ 264,556.00	\$	158,549.73	\$ 45,700.00	\$(112,849.73)	\$	151,706.27
0373	JP#1 Truancy Program	\$ 58,765.00	\$	-	\$ 5,350.00	\$ 5,350.00	\$	64,115.00
0380	Probate Court Fund	\$ 72,138.00	\$	4,000.00	\$ 8,300.00	\$ 4,300.00	\$	76,438.00

Commissioners Court - Regular Session

67.

Meeting Date: 09/21/2021

FY22 Capital Improvement Program

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021 and 2022 Capital Improvement Programs; the 2013 Park Bonds; 2019 Park Bonds; 2015 Certificate of Obligation, Long Range Transportation (LTP) and the 2021 Tax Anticipation Note.

Background

In the FY22 General Fund Budget, \$12,700,000 was funded for the Capital Improvement Plan from cash ending. Remaining balances from FY18,FY19,FY20 and FY21 projects total \$1,058,209.92. Attached are the financial reports that provide the details for the CIP program. The attached financial report also provides available balances for the 2019 Park Bond, 2015 Certificate of Obligation, Long Range Transportation (LTP) and 2021 Tax Anticipation Note programs. The balances are \$180,000, \$595,943.63, \$850,000 and \$200,000,290.48, respectively. The CIP request list is also attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Financial Summary

CIP List

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 09/15/2021

Reviewed By

Becky Pruitt

Date

09/15/2021 04:06 PM

Started On: 09/15/2021 03:17 PM

Unallocated August 31, 2021 (monies available to be assigned to projects)

2019 CIP: \$222,267.72

2021 CIP: \$835,942.20

2022 CIP: \$12,700,000

2021 TAN: \$200,000,290.48

2015 CO: \$595,943.63

2019 Park: \$180,000

LTP: \$850,000

FY22 LTP R&B: \$5,564,168

FY22 LTP GF: \$13,877,365

Project	Project Name	Revenue	Budget	Actual Cost	Through 8/31/2021			Notes
					Commitment Amount	Total Cost	Funds Available	
2015 CO								
P356	2015 CO NON-DEPARTMENTAL	\$ 1,274,611.98	\$ 1,274,611.98	\$ 678,668.35	\$ -	\$ 678,668.35	\$ 595,943.63	Unallocated funds
P434	Inner Loop Annex Modifications	\$ 4,944,382.85	\$ 4,944,382.85	\$ 4,733,100.25	\$ 23,905.03	\$ 4,757,005.28	\$ 187,377.57	
P528	JJC - Restroom/Water Fountain	\$ 200,000.00	\$ 200,000.00	\$ -	\$ 4,840.00	\$ 4,840.00	\$ 195,160.00	
P535	WIC Remodel at 355 Texas Ave	\$ 50,000.00	\$ 50,000.00	\$ -	\$ 2,205.00	\$ 2,205.00	\$ 47,795.00	
P536	Central Maintenance Service Road	\$ 405,193.00	\$ 405,193.00	\$ -	\$ -	\$ -	\$ 405,193.00	
P540	Jail Renovations Phase II	\$ 232,997.35	\$ 232,997.35	\$ -	\$ 232,997.35	\$ 232,997.35	\$ -	
P548	JP4 HUTTO REMODEL	\$ 644,512.85	\$ 644,512.85	\$ -	\$ 86,513.00	\$ 86,513.00	\$ 557,999.85	
2018 CIP								
P476	Jail Security	\$ 1,291.00	\$ 400,000.00	\$ 1,291.00	\$ -	\$ 1,291.00	\$ 398,709.00	
P515	Justice Center - Court Room	\$ 1,256,927.49	\$ 1,347,469.96	\$ 1,256,927.49	\$ 90,542.47	\$ 1,347,469.96	\$ -	
P540	Jail Renovations Phase II	\$ 146,076.68	\$ 549,487.63	\$ 146,076.68	\$ 403,410.95	\$ 549,487.63	\$ -	
2019 CIP								
P432	Jail Master Plan	\$ 150,000.00	\$ 215,000.00	\$ 150,000.00	\$ 86,810.00	\$ 236,810.00	\$ (21,810.00)	Due to commitment, project is negative/Need funds/ project on hold
P507	2019 CIP Non Departmental	\$ -	\$ 222,267.72	\$ -	\$ -	\$ -	\$ 222,267.72	Unallocated Funds
P515	Justice Center Remodel	\$ 261,950.59	\$ 2,250,000.00	\$ 483,683.36	\$ 1,377,444.26	\$ 1,861,127.62	\$ 388,872.38	
P519	JJC - Smith Branch Mitigation	\$ 301,676.78	\$ 5,000,000.00	\$ 351,604.78	\$ 268,600.27	\$ 620,205.05	\$ 4,379,794.95	
P529	Prime Site #2	\$ 956,639.33	\$ 1,306,247.59	\$ 956,639.33	\$ 349,608.26	\$ 1,306,247.59	\$ -	
P540	Jail Renovations Phase II	\$ -	\$ 188,746.01	\$ -	\$ 188,746.01	\$ 188,746.01	\$ -	
2020 CIP								
P529	Prime Site #2	\$ -	\$ 943,752.41	\$ -	\$ 597,338.74	\$ 597,338.74	\$ 346,413.67	
P530	Children's Advocacy Center	\$ 294,294.97	\$ 5,500,000.00	\$ 494,951.37	\$ 467,575.75	\$ 962,527.12	\$ 4,537,472.88	
P533	JJC - HVAC System Replacement	\$ 142,724.41	\$ 2,000,000.00	\$ 553,642.26	\$ 1,280,232.11	\$ 1,833,874.37	\$ 166,125.63	
P539	Central Maintenance Light Pole	\$ -	\$ 10,478.58	\$ -	\$ 10,478.58	\$ 10,478.58	\$ -	
P540	Jail Renovations Phase II	\$ -	\$ 428,769.01	\$ -	\$ 428,769.01	\$ 428,769.01	\$ -	
P543	JJC - Records Room Remodel	\$ -	\$ 68,000.00	\$ -	\$ 25,365.00	\$ 25,365.00	\$ 42,635.00	
P556	Champion Park Restroom Reno	\$ 20,964.47	\$ 40,942.24	\$ 34,772.23	\$ 6,170.01	\$ 40,942.24	\$ -	
P557	Regional Park Restroom Reno	\$ 31,661.97	\$ 83,057.76	\$ 67,184.52	\$ 15,873.24	\$ 83,057.76	\$ -	
P583	FIF Grant Match	\$ -	\$ 725,000.00	\$ -	\$ -	\$ -	\$ 725,000.00	Funds not available for use, grant match only
2021 CIP								
P515	Justice Center Remodel	\$ -	\$ 600,000.00	\$ -	\$ -	\$ -	\$ 600,000.00	
P537	Fiber Replacement and Addition	\$ -	\$ 700,000.00	\$ -	\$ 125,243.79	\$ 125,243.79	\$ 574,756.21	
P539	Central Maintenance Light Pole	\$ 14,933.44	\$ 46,214.42	\$ 14,933.44	\$ 3,867.98	\$ 18,801.42	\$ 27,413.00	
P540	Jail Renovations Phase II	\$ -	\$ 1,641,000.00	\$ -	\$ 1,206,158.63	\$ 1,206,158.63	\$ 434,841.37	
P544	JJC - Door, Intercom & Camera	\$ 9,749.85	\$ 875,000.00	\$ 320,722.17	\$ 452,291.44	\$ 773,013.61	\$ 101,986.39	
P562	Expo Center Support Amenities	\$ 247,710.31	\$ 1,500,000.00	\$ 284,812.31	\$ 1,215,187.69	\$ 1,500,000.00	\$ -	
P563	SW Regional Parking Lot	\$ 148.92	\$ 920,000.00	\$ 594,775.77	\$ 71,123.40	\$ 665,899.17	\$ 254,100.83	
P567	2021 CIP Non Departmental	\$ -	\$ 835,942.20	\$ -	\$ -	\$ -	\$ 835,942.20	Unallocated funds
P583	FIF Grant Match	\$ -	\$ 125,000.00	\$ -	\$ -	\$ -	\$ 125,000.00	Funds not available for use, grant match only
2021 TAN								
P590	2021 TAN Non Departmental	\$ 200,565,004.42	\$ 200,565,004.42	\$ 564,713.94	\$ -	\$ 564,713.94	\$ 200,000,290.48	Unallocated Funds
2013 Park Bond								
P207	TWIN LAKES OVERNIGHT CAMP	\$ -	\$ 1,351,500.00	\$ -	\$ -	\$ 1,351,500.00	\$ -	
P290	2013 ROAD NON-DEPARTMENTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
P315	RIVER RANCH COUNTY PARK	\$ -	\$ 11,859,104.38	\$ 11,280,840.46	\$ 595,391.84	\$ 11,876,232.30	\$ (17,127.92)	Needs additional funds
P316	BLACKLAND HERITAGE PHASE I	\$ -	\$ 46,780.47	\$ 3,537.50	\$ -	\$ 3,537.50	\$ 43,242.97	
P320	SW REG PARK PAVILION	\$ -	\$ 922,413.93	\$ 922,413.93	\$ -	\$ 922,413.93	\$ -	
P321	Champion Park Ph 2	\$ -	\$ 367,957.20	\$ 367,957.20	\$ -	\$ 367,957.20	\$ -	
P418	Wilco Expo Center	\$ -	\$ 10,717,423.37	\$ 10,717,423.37	\$ -	\$ 10,717,423.37	\$ -	
P419	Brushy Creek Trail PH V	\$ -	\$ 4,040,141.48	\$ 4,040,141.48	\$ -	\$ 4,040,141.48	\$ -	
P444	Park Land Acquisition	\$ -	\$ 3,354,185.09	\$ 2,605,869.28	\$ -	\$ 2,605,869.28	\$ 748,315.81	
P445	Comprehensive Park Master Plan	\$ -	\$ 98,887.06	\$ 98,887.06	\$ -	\$ 98,887.06	\$ -	
P446	Hike & Bike Trail Pet. 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
P447	Hike & Bike Trail Pet. 2	\$ -	\$ 406,827.62	\$ -	\$ -	\$ -	\$ 406,827.62	
P448	Hike & Bike Trail Pet. 3	\$ -	\$ 2,926,480.00	\$ 467,308.47	\$ 19,480.13	\$ 486,788.60	\$ 2,439,691.40	
P449	Hike & Bike Trail Pet.4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
P454	Bagdad Trail	\$ -	\$ 319,520.27	\$ 319,520.27	\$ -	\$ 319,520.27	\$ -	
P464	Expo RV Park Site	\$ -	\$ 1,446,851.23	\$ 1,446,851.23	\$ -	\$ 1,446,851.23	\$ -	
P465	Interpretive Center	\$ -	\$ 1,163,254.00	\$ 883,969.07	\$ 196,809.14	\$ 1,080,778.21	\$ 82,475.79	
P474	Expo Horse Stall Barn	\$ -	\$ 2,845,523.30	\$ 2,776,725.32	\$ 63,201.17	\$ 2,839,926.49	\$ 5,596.81	
P475	Expo Concession & Restrooms	\$ -	\$ 72,426.70	\$ 67,601.55	\$ 1,777.72	\$ 69,379.27	\$ 3,047.43	
P500	2013 PARK NON-DEPARTMENTAL	\$ -	\$ 1,206,034.42	\$ 634,237.15	\$ -	\$ 634,237.15	\$ 571,797.27	
2019 Park Bond								
P342	Bagdad/CR 279 Gabriel to Jinks	\$ -	\$ 3,000,000.00	\$ -	\$ -	\$ -	\$ 3,000,000.00	
P343	Bagdad/CR 279(Lp 332 to CR281)	\$ -	\$ 4,500,000.00	\$ -	\$ -	\$ -	\$ 4,500,000.00	
P550	2019 Park Non-Departmental	\$ -	\$ 576,858.77	\$ 296,286.60	\$ -	\$ 296,286.60	\$ 280,572.17	\$180,000 available
P551	Brushy Creek Trl/Hairy Man Rd	\$ -	\$ 2,505,000.00	\$ 25,145.05	\$ 351,005.38	\$ 376,150.43	\$ 2,128,849.57	
P552	Champion Park Parking Lot	\$ -	\$ 305,000.00	\$ 109,070.66	\$ 50,799.00	\$ 159,869.66	\$ 145,130.34	
P553	SW Reg Park to BCRT	\$ -	\$ 4,500,000.00	\$ 31,471.00	\$ 36,629.00	\$ 68,100.00	\$ 4,431,900.00	
P554	ILA Cedar Park Lakeline Park	\$ -	\$ 2,000,000.00	\$ 147.00	\$ -	\$ 147.00	\$ 1,999,853.00	
P555	YMCA Pedestrian Bridge	\$ -	\$ 900,000.00	\$ 536.00	\$ -	\$ 536.00	\$ 899,464.00	
P558	SWRP towards Lake Georgetown	\$ -	\$ 5,500,000.00	\$ 33,569.68	\$ 57,168.00	\$ 90,737.68	\$ 5,409,262.32	
P559	Berry Springs Amenities	\$ -	\$ 3,145,000.00	\$ 67,401.00	\$ -	\$ 67,401.00	\$ 3,077,599.00	
P560	SW Regional Park Restrooms	\$ -	\$ 270,000.00	\$ 45,750.28	\$ 40,891.00	\$ 86,641.28	\$ 183,358.72	
P561	Brushy Creek Trail/Redbud Ln	\$ -	\$ 3,125,000.00	\$ 23,459.32	\$ 36,688.00	\$ 60,147.32	\$ 3,064,852.68	
P562	Expo Center Support Amenities	\$ -	\$ 3,950,000.00	\$ -	\$ 464,029.00	\$ 464,029.00	\$ 3,485,971.00	
P569	RIVER RANCH SUPPORT AMENITIES	\$ -	\$ 1,300,000.00	\$ -	\$ -	\$ -	\$ 1,300,000.00	
LTP								
P568	LTP NONDEPARTMENTAL	\$ -	\$ 850,000.00	\$ -	\$ -	\$ -	\$ 850,000.00	Unallocated funds
2022 CIP								
TBD	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,700,000.00	Unallocated funds
FY22 LTP RB								
TBD	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,564,168.00	Unallocated funds
FY22 LTP GF								
TBD	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,877,365.00	Unallocated funds
FY22 FIF GRANT								
TBD		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850,000.00	Funds not available for use, grant match only
Total funds available		\$ 234,825,977.03						
Less LTP Funds		\$ 214,534,444.03						
Flood Plain Grant (funds needed)		FY22	\$ 850,000.00					
		FY23	\$ 1,249,593.00					

CAPITAL IMPROVEMENT PLAN 2022

Item #	Reference #	Year Proj. needs Funding	PROJECT	Total Cost	Approved September 14, 2021
EMERGENCY SERVICES				\$ 13,400,000	\$ -
0120	1015-15-0120	2015	IM42 Taylor Ambulance Station (Move to possible different location out of flood plain)	\$ 1,250,000	
0192	0587-20-0192	2021	ESOC - Dynamic System Resilience (Motorola) / New Wilco Building or ESOC Expansion	\$ 4,000,000	
0193	0541-22-0193	2022	Comprehensive Flood Monitoring System	\$ 5,000,000	
0194	0540-22-0194	2022	Generator for EMS Stations: Medic 11, Medic 41, Medic 42	\$ 215,000	
0195	0581-22-0195	2022	Fire/EMS Paging Redundancy	\$ 1,100,000	
0196	0581-22-0196	2022	Security Fence Upgrade for ESOC	\$ 425,000	
0197	0581-22-0197	2022	Console Furniture Replacements - Comm Floor	\$ 560,000	
0198	0587-22-0198	2022	ESOC Audio-Visual repair and enhancements	\$ 650,000	
0199	0587-22-0199	2022	ESOC Parking Lot Crack Seal/Seal Coat/Stripe	\$ 200,000	
INFORMATION TECHNOLOGY SERVICES				\$ 17,000,000	\$ -
0220	0503-19-0220	2025	ERP Purchase/Upgrade	\$ 5,000,000	
0233	0503-22-0233	2022	Public Safety Software Enhancement/Replacement * <i>Project is under review - Cost estimated \$12M</i>	\$ 12,000,000	
PARKS				\$ 1,284,250	\$ -
0382	1047-18-0382	2018	EXPO - Electronic Events Sign	\$ 325,000	
0384	1047-19-0384	2019	EXPO - North Access Road from Bill Pickett Trail	\$ 400,000	
0392	1047-22-0392	2022	Expo Center - Electrical Upgrades	\$ 100,000	
0393	0510-22-0393	2022	Regional Park - 400 Meter Track Repairs	\$ 300,000	
0394	0510-22-0394	2022	River Ranch County Park - Additional Pavement	\$ 60,750	
0395	0510-22-0395	2022	Regional Park - Renovate Restroom Building	\$ 98,500	
CENTRAL MAINTENANCE				\$ 4,066,521	\$ -
4011	1026-19-4011	2019	Fleet Parts Room expansion	\$ 500,000	
4029	1026-19-4029	2019	Fleet Heavy Equipment Shop	\$ 3,000,000	
4102	1026-21-4102	2021	Service Road Reconstruction	\$ 405,193	
4113	1026-22-4113	2022	Fuel Truck	\$ 161,328	
BUILDINGS				\$ 62,511,000	\$ -
0485	0509-18-0485	2018	New Space - New Administration Building	\$ 43,000,000	
4087	1006-20-4087	2020	New Space - WCCHD Round Rock Texas Ave Annex Building: 25,000sqft New Building	\$ 7,500,000	
0435	1051-15-0435	2015	Remodel - Carquest space - County owned bldg. into offices and large meeting room	\$ 600,000	
0402	1005-15-0402	2020	Remodel - Round Rock Annex Building A: Remodel to bring up to standards	\$ 2,525,000	
0405	1006-15-0405	2020	Remodel - Round Rock Annex Building B: Remodel to bring up to standards	\$ 2,525,000	
0407	1000-15-0407	2020	Remodel - Repair Historic Court House Terracotta: replace all blocks banding balconies	\$ 1,000,000	
0412	1032-15-0412	2024	Remodel - Pct. 2 Cedar Park Annex 2-Story addition on back	\$ 3,000,000	
4095	1022-21-4095	2021	New Roof at Historic Jail	\$ 700,000	
4096	1022-21-4096	2021	New Roof at Historic Jail North Addition Structure (or Demo - see #4097)	\$ 700,000	
4097	1022-21-4097	2021	Demo of North Addition Structure at Historic Jail (cancels #4096)	\$ 325,000	
4109	1043-22-4109	2022	Inner Loop Annex Generator	\$ 480,000	
4110	1042-22-4110	2022	CTTC Generator	\$ 156,000	
SHERIFF'S OFFICE / CORRECTIONS				\$ 23,319,442	\$ -
<i>SO/Jail MasterPlan currently in review:</i>					
4094	1008-21-4094	2021	SO - Placeholder for SO HQ Expansion TBD after MasterPlan is complete	\$ 4,000,000	
0459	1008-18-0459	2018	SO - Secure HQ parking with new gates / window screens	\$ 500,000	
0475	1008-18-0475	2018	SO - Gym - Improve Air Quality - High Priority	\$ 300,000	
4024	1008-19-4024	2019	SO - East Side Parking Lot Expansion	\$ 500,000	
4030	1008-19-4030	2019	SO - Front Reception Windows - Data	\$ 65,000	
4031	1008-19-4031	2019	SO - Front Reception Windows - Warrants	\$ 65,000	
4080	0560-20-4080	2020	SO - Upgrade Evidence Intake Room	\$ 100,000	
0455	1008-18-0455	2018	Jail - Jail Headquarters Expansion (where handicap parking is) - more space (Design)	\$ 500,000	
4033	1008-19-4033	2019	Jail - Jail Design and Construction - fourth floor buildout	\$ 12,000,000	
4082	1008-20-4082	2020	Jail - Covering Recreational Yards	\$ 250,000	
0471	0560-18-0471	2018	SOTC - Training Center Perimeter Wall and Fence - SO Top Priority	\$ 375,000	
0468	0560-18-0468	2018	SOTC - Driving Track and Skid Pad at Firearms Range for training - SO Priority #3	\$ 1,500,000	
4025	0560-19-4025	2019	SOTC - Bullet Trap - SO Priority #2	\$ 131,000	
4014	0560-19-4014	2019	SOTC - Obstacle Course at SOTC by landfill - SO Priority #5	\$ 130,000	
4023	0560-19-4023	2019	SOTC - Shoot House - SO Priority #4	\$ 900,000	
4084	1008-20-4084	2020	Jail - Replace Flooring	\$ 379,942	
4085	1008-20-4085	2020	Jail - Security Camera Addition and Upgrade	\$ 400,000	
4092	1008-21-4092	2021	Jail - North & South Docking Stations for Generators	\$ 150,000	
4098	1008-21-4098	2021	Jail - South Jail Boiler Room Renovation - High Priority	\$ 678,500	
4108	1008-22-4108	2022	Jail / SO Building Automation System (BAS) Retrofit	\$ 395,000	
JUSTICE CENTER				\$ 7,550,000	\$ -
4004	1009-19-4004	2019	Justice Center - Remodel Second floor into County Courts	\$ 3,700,000	
4048	1009-19-4048	2019	Justice Center - Remodel Basement - Vacated Space into CA/other offices	\$ 850,000	
4114	1009-20-4114	2022	Justice Center S.O. Security and Parking Improvements - Full cost TBD (pending Committee Review)	\$ 3,000,000	
JUVENILE JUSTICE CENTER				\$ 50,005,000	\$ -
4007	1045-19-4007	2019	Juvenile Justice Center - Additional Detention Capacity	\$ 35,000,000	
4049	1045-19-4049	2019	Juvenile Justice Center - Construct Family Court	\$ 14,000,000	
4111	1045-22-4111	2022	Juvenile Justice Center - Shower Renovation	\$ 180,000	
4112	1045-22-4112	2022	Juvenile Justice Center - Generator	\$ 825,000	
EXISTING PROJECTS / UNFUNDED COMPONENTS				\$ 16,779,288	\$ -
P515		2022	Judges Quarters and Jury Impaneling Room for New District Court	\$ 500,000	
P548		2022	JP4 Hutto Remodel - additional funding	\$ 600,000	
P562	Option A	2022	EXPO Remodel: Covered Arena/Restroom/Showers/Expand Area & Seating/Add 2 Covered Pavilions	\$ 6,525,096	
P562	Option B	2022	EXPO Remodel: Covered Arena/Restrooms/Showers	\$ 5,502,096	
P562	Option C	2022	Expo Remodel: Smaller Covered Arena/Restrooms/Showers	\$ 3,652,096	
ADDED DURING DISCUSSION				\$ -	\$ -

Notes: This is a continually growing document with estimated costs at time of request.
Reported as of September 14, 2021

TOTAL COUNT	65	\$ 195,915,501	\$ -
Available Funds to Allocate		\$ 214,534,444.00	
Remaining Balance		\$ 214,534,444.00	

Commissioners Court - Regular Session

68.

Meeting Date: 09/21/2021

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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 Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
 - i) Discuss the acquisition of real property for CR 111.
 - j) Discuss the acquisition of real property for Corridor H
 - k) Discuss the acquisition of real property for future SH 29 corridor.
 - l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
 - m) Discuss the acquisition of right-of-way for Corridor C.
 - n) Discuss the acquisition of right-of-way for Corridor F.
 - o) Discuss the acquisition of right-of-way for Corridor D.
 - p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
 - q) Discuss the acquisition of right-of-way for Reagan extension.
 - r) Discuss the acquisition of real property near Justice Center.
 - s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
 - t) Discuss the acquisition of the MKT Right of Way
 - u) Discuss acquisition of drainage easement in relation to County Road 176
 - v) 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	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/16/2021 11:43 AM
Form Started By: Charlie Crossfield		Started On: 09/16/2021 11:36 AM
Final Approval Date: 09/16/2021		

Commissioners Court - Regular Session

69.

Meeting Date: 09/21/2021

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
- g) Project Red Hot Chili Pepper
- h) Project Nirvana
- i) Project Flex Power

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/16/2021 11:46 AM
Form Started By: Charlie Crossfield		Started On: 09/16/2021 11:37 AM
Final Approval Date: 09/16/2021		