NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
November 9, 2021
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

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 – 22)

3. Discuss, consider, and take appropriate action on a line item transfer for Emergency Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0581-004505	Software Maintenance	$44,816.14
To:	0100-0581-003005	Office Furniture	$44,816.14

4. Discuss, consider, and take appropriate action on a line item transfer for the Sheriff's Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004350	Printed Materials & Binding	$595.00
To	0100.0560.004311	General Advertising	$595.00

5. Discuss, consider and take appropriate action on a line item transfer for the Sheriff's Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004231	Travel	$800.00
To	0100.0570.004311	Advertising - General	$800.00

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

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

8. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Lockhart Farms Apartments).

9. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Balcones Trails Apartments).

10. Discuss, consider and take appropriate action on approving the Services Contract between Williamson County and Texas Disposal Systems, Inc. to provide commercial trash service at the River Ranch Park in the amount of $1,002.34 per month, for a 12-month term, per the quote attached, and authorizing execution of the agreement.

11. Discuss, consider and take appropriate action on approving a lease agreement between Konica Minolta Business Solutions USA, Inc. and Williamson County for two (2) copy machines in the amount of $260 per month for 60 months, pursuant to DIR Contract #DIR-CPO-4439 and authorizing the execution of the agreement.

12. Discuss, consider and take appropriate action on approving the proposal from Kofile Technologies, Inc. for preservation, digitization and archival of records for the County Clerk's Office in the amount of $26,476.60 pursuant to TXMAS contract #TXMAS-18-3602, and authorizing execution of the proposal.

13. Discuss, consider and take appropriate action on approving a lease agreement between Konica Minolta Business Solutions USA, Inc and Williamson County for a copier lease for sixteen (16) copiers in the amount of $1,362.00 per month, pursuant to DIR contract #DIR-CPO-4439 and authorizing the execution of the agreement.

14. Discuss, consider and take appropriate action on approving agreement for Economic Development Program Services with Cogitare Global, LLC with an hourly rate of $105.00 and a not-to-exceed amount of $35,000, exempting the provided services from the competitive bidding proposal requirements per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024.(a)(4) [a Personal or Professional Service], and authorizing execution of the agreement.

15. Discuss, consider, and take appropriate action on approving the quote from Infax for an Infax Digital Signage Software and Services System display for the new courtroom, including one (1) year maintenance of $6,624.00, exempting this purchase from the competitive bidding requirement under Texas Local Government Code 262.024(a)(7)(D) (captive replacement parts or components for equipment) and authorizing the execution of this quote and the attached Addendum. The funding source is P515.

16. Discuss, consider and take appropriate action on approving the quote from Presidio for Vmware Horizon license renewals in the amount of $45,270.60 pursuant to DIR contract #DIR-TSO-3926, and authorizing execution of the quote.

17. Discuss, consider and take appropriate action on Chasco Constructors, Change Order No. 1 for the Williamson County LE Drop Center (418P). This change order is for additional scope items not included in the original lump sum price due to ongoing revisions. This is a no cost change order with funding from “Scope Remaining to Procure” from the schedule of values.

18. 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 #22IFB35.

19. Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T4676, in the amount of -$192,354.11 for Williams Drive Milling, Sealing and Overlay. Funding source: 01.0200.0210.003599.

20. Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T4220, in the amount of $102,311.07 for CR 313 Milling, Sealing and Overlay. Funding source: 01.0200.0210.003599.

21. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB #22IFB39 for the construction to widen existing two lane rural roadways to three lane roads with two travel lanes and a center turn lane. The project limits for CR 111 are from FM 1460 to SH 130 and CR 110 North from CR 107 to CR 111. Funding Source is P292.

22. Discuss, consider and take appropriate action on approval of the preliminary plat for the King Rea Spur-Smith subdivision – Precinct 3.

REGULAR AGENDA

23. Discuss, consider and take appropriate action on Proclamation designating December 6, 2021 Tree of Angels Day in Williamson County.

24. Discuss, consider and take appropriate action on resolution recognizing November 2021 as Prostate Cancer Awareness Month.

25. Discuss, consider and take appropriate action on recognizing November 2021 as Pancreatic Cancer Awareness Month.

26. Discuss, consider and take appropriate action on resolution of the Williamson County Commissioners Court nominating a candidate to the Williamson Central Appraisal District Board of Directors, pursuant to Section 6.03 (f) of the Property Tax Code.

27. Discuss and take appropriate action on distribution of funds for the Hutto Education Foundation.

28. 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.

29. Discuss, consider and take appropriate action to approve projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Pan Act (ARPA) and the 2021 Tax Anticipation Note (TAN).

30. Discuss, consider and take appropriate action approving a First Addendum to the agreement between Williamson County and Williamson County Crisis Center d/b/a Hope Alliance for reimbursement under the Coronarvirus Aid, Relief and Economic Security Act (CARES Act) for expenses incurred as a result of COVID-19.

31. Discuss, consider and take appropriate action on Request to Accept Office of Governor Grant in support of Family Recovery Court and Creating Grant-Funded Case Manager Position.

32. Discuss, consider, and take appropriate action on approving the purchase of four (4) Chevrolet Tahoes from Holiday Chevrolet in the amount of $243,050.00, pursuant to TXSmartBuy Contract #070-A1 for the vehicle and Tarrant County Cooperative Contract #2019-181 for the upfitting.

33. Discuss, consider, and take appropriate action on approving a business associate agreement (BAA) between Williamson County and The University of Texas at Austin School of Social Work.

34. Discuss, consider, and take appropriate action on the disposal of county assets through trade-in (Quote attached) pursuant to Tex. Local Gov't Code 263.152(2) and the purchase of five (5) Wheeled Coach Ford F450 Type1 (Ambulances) from Siddons – Martin, LLC in the total amount of $1,279,434.00 through the H-GAC purchasing cooperative contract #AM10-20 (EMS) and authorizing the purchase.

35. Discuss, consider and take appropriate action on approving the data cabling installation proposal from IES Communications, LLC for cabling at the Sheriff's Office in the amount of $105,307.74 pursuant to DIR contract #DIR-CPO-4813, and authorizing execution of the proposal and addendum.

36. Discuss, consider and take appropriation action on approving the proposal and Williamson County Services Contract between Brycomm, LLC and Williamson County for the construction of a new aerial and underground fiber route and fiber placement at the Lott Center located at 107 Holly St. Georgetown, TX in the amount of $188,759.74 pursuant to DIR cooperative contract #DIR-CPO-4777, and authorizing execution of the contract.

37. Discuss, consider and take appropriate action on approving the purchase of ESO Solutions, Inc. Firehouse Maintenance and Support in the amount of $6,591.09 and exempting ESO Solutions, 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.

38. Discuss, consider and take appropriate action on approving an agreement between Williamson County and Links Communications, Inc. for the installation of new data outlets and cables in the Lott Center, in the amount of $5,322.00; exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) an item necessary to preserve the health and safety of the residents of Williamson County, and authorize the County Judge to execute all associated documents.

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

40. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Juvenile Justice Center Smith Branch Flood Control project, a Road & Bridge Project in Commissioner Pct. 3.

41. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of -$29,746.06 for T1873 Ronald Reagan at Silver Spur and Sun City (QA Construction Services, Inc.), a Road Bond Project in Commissioner Pct.3 P:354 and 357 Funding Source: Road Bond.

42. Discuss, consider and take appropriate action on setting a time, date and place for a public hearing regarding the re-adoption of guidelines for Texas Tax Code Chapter 312 Tax Abatements.

43. Discuss, consider and take appropriate action on a real estate contract with Brent Aaron Cook a/k/a Brent Cook and Tiffany Thi Cook a/k/a Tiffany T. Dinh Cook for right of way needed on the CR 129 project (Parcel 12). Funding Source: Road Bonds P375

44. Discuss, consider and take appropriate action on a Donation Deed with Continental Homes of Texas, L.P. for right of way needed on the CR 245 project. (Parcel 10).

45. Discuss, consider and take appropriate action on an Agreement for the Sale of Property for Less Than Fair Market Value with Round Rock Independence School District for right of way needed on the Sam Bass Rd. project (Parcel 59).

46. Discuss, consider and take appropriate action on 6 claims for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462
Unit O35- Taylor Arendale
Unit O57- Philip Perez
Unit E02- Thomas Barch
Unit D17- Samuel King
Unit D06- William Higgins
Unit A08- David Lawrence

47. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.266 acres) required for the construction of Sam Bass Road, and take appropriate action. (Steven M. Counts and Kelly D. Counts)

48. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.458 acres) required for the construction of CR 100/CR 118, and take appropriate action. (Affordable Shops & RV CR 119, Inc.)

49. Discuss, consider and take appropriate action on an Interlocal Agreement Regarding the City/County Participation in the Design and Construction Costs Related to Segment 3 of the Southeast Loop (FM 3349) Construction Project with the City of Hutto.

50. Hold a Public Hearing to receive public comment on redistricting of Williamson County Election, Justices of the Peace, Constables and Commissioners Court Precincts.

51. Discuss, consider and take appropriate action regarding one or more alternative plans for the redistricting of Williamson County Election, Justices of the Peace, Constables and Commissioners Court Precincts, as well as take any and all appropriate actions regarding the redistricting of Williamson County Political Boundaries, including, but not limited to the acceptance of new political boundaries for the Williamson County Election, Justices of the Peace, Constables and Commissioners Court Precincts, modification of any such boundaries, and/or tabling the pending proposals for later

consideration and/or action.

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)."

52. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss 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.

53. 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 Red Hot Chili Pepper
g) Project Nirvana
h) Project Sound Garden
i) Project Def Leopard
j) Project Flex Power
k) Project Pearson Ranch
l) Project Orange

54. 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) 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.
i) 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.
j) 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.

k) 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.
l) Shamona Harris - EEOC Charge #451-2021-00812.
m) 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.
n) 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.
o) 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.
p) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
q) 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.
r) 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.
s) Kelli Bomer - EEOC Charge #451-2021-00920.
t) Gary Haston - EEOC Charge #451-2021-01145.
u) 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.
v) 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.
w) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
x) 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.
y) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
z) Williamson County Landfill Operation Agreement Terms and Conditions.
aa) Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.

55. 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).

56. 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)

57. Discuss and take appropriate action concerning economic development.

58. Discuss and take appropriate action concerning real estate.

59. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) Claim of Regina Wright.
h) 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.
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m) 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.
n) 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.
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y) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
z) Williamson County Landfill Operation Agreement Terms and Conditions.
aa) Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.

60. 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.

61. Comments from Commissioners.

62. 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 4th day of November 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: 11/09/2021

Discuss, consider, and take appropriate action on a line item transfer for Emergency Communications

Submitted For: Chris Connealy **Submitted By:** Kelly Luna, Emergency Services Dept.

Department: 911 Communications

Agenda Category: Consent

Information

Agenda Item

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

Background

We have been working with the Budget Office to find a solution to replace the chairs on the Communications Floor. The current chairs are past lifecycle and with the confusion regarding Capital Improvement Projects, versus the funding being in the operating budget, these were not funded in FY22. Our newest Division Manager has analyzed what the previous Division Manager submitted for the FY22 budget and has found some cost savings. Additionally, at the time our budget was submitted it was undetermined if the Operating System upgrade would be virtual or physical, which means we had to budget for the most expensive scenario (a physical upgrade). The department will be utilizing the virtual upgrade, which will free up the funds budgeted for the physical upgrade. The chairs will be purchased under a GSA contract (quote attached) and are specifically designed for Communication Floors and 24/7/365 utilization. This plan is fully supported by the Budget Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0581-004505	Software Maintenance	$44,816.14
To:	0100-0581-003005	Office Furniture	$44,816.14

Attachments

WCEC Chair Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/02/2021 04:06 PM
Budget Office	Ashlie Holladay	11/02/2021 05:11 PM
Form Started By: Kelly Luna		Started On: 11/02/2021 03:29 PM
Final Approval Date: 11/02/2021		

Quote Proposal

info@conceptseatinggov.com

conceptseatinggov.com
PH:800-550-2298

3205 N 124th St
Brookfield, WI 53005

Contract #: GS-28F-0033S

Cage #: 492CO

Purchase Order

RMG102021

Contact

Michael Moody

Location

Willimason County

Address

911 Tracy Chambers Lane

City

Georgetown

State, Zip Code

TX 78626

Email Adress

michael.moody@wilco.org

Phone Number

512-864-8234

Fax Number

Qty	Description	Cost	Amount
10	*3142r1 Black Staccato Fabric - C-Loop Arms - Standard Base*	$1,183.70	**$11,837.00**
10	*3150HR Black Staccato Fabric - C-Loop Arms - Standard Base*	$1,244.92	**$12,449.20**
10	*3152HR Black Staccato Fabric - C-Loop Arms - Standard Base*	$1,423.44	**$14,234.40**
10	*Slipcovers for 3142r1*	$91.00	**$910.00**
10	*Slipcovers for 3150HR*	$82.60	**$826.00**
10	*Slipcovers for 3152HR*	$91.00	**$910.00**
			$0.00
			$0.00
			$0.00
			$0.00
	Subtotal of Chairs		**$41,166.60**
	FREIGHT		
1	*Freight which includes a Liftgate Truck for unloading*	$2,255.73	**$2,255.73**
			$0.00
			$0.00
			$0.00
	Total Freight		**$2,255.73**

COMMENTS: 4-6 week lead time from date order is received. Some assembly is required.

SUBTOTAL	**$41,166.60**
S&H	**$2,255.73**
CC	
TOTAL	**$43,422.33**

STANDARD TERMS & CONDITIONS

1. Payment Terms: New 30 Days to Approved Credit and Credit Card for ALL Orders Under $50.00
2. Freight Terms: Prepay & Add, F.O.B. Brookfield, WI unless otherwise noted.
3. Prices are held from 30 days of quote, then subject to change without prior notice.
4. Clerical errors are subject to correction.
5. All prices & agreements are contingent upon strikes, accidents and other causes unavoidable or beyond our control.
6. Buyer agrees to promptly file claim for all goods damaged in transit.
7. There will be a 20% restocking chare on merchandise ordered but not accepted.
8. Delivery, set-up and freight charges will not be refunded.

Acceptance of Proposal: These prices, specifications and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed above with full understanding of payment.

Signature

PO#

Commissioners Court - Regular Session **4.**

Meeting Date: 11/09/2021

Line Item Transfer - Sheriff's Department

Submitted For: Mike Gleason **Submitted By:** Julie Kraft, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer will provide additional funding to pay for participation in a Veterans Job Fair event.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004350	Printed Materials & Binding	$595.00
To	0100.0560.004311	General Advertising	$595.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/28/2021 10:20 AM
Budget Office	Ashlie Holladay	10/28/2021 11:54 AM
Form Started By: Julie Kraft		Started On: 10/28/2021 09:47 AM
Final Approval Date: 10/28/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 11/09/2021

Line Item Transfer for the County Sheriff, Corrections Bureau

Submitted For: Mike Gleason **Submitted By:** Abigail Dass, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

Transferring funds to provide funding for cost towards employment recruiting exhibitor booth fees for Recruitment purposes.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004231	Travel	$800.00
To	0100.0570.004311	Advertising - General	$800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 11:22 AM
Budget Office	Ashlie Holladay	11/04/2021 11:49 AM
Form Started By: Abigail Dass		Started On: 11/04/2021 10:48 AM
Final Approval Date: 11/04/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 11/09/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	11/04/2021 06:55 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:18 AM
Form Started By: Kayla Marek		Started On: 11/03/2021 04:29 PM
Final Approval Date: 11/04/2021		

Organization	Position	Emp Num	Current Annual Salary	Annual Merit Amount	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Commissioner 4 - admin	Office Spec Sr Pct 4.0261.001100.	15017	$44,594.31	$1,337.84	3.00	$45,932.14	-	MERIT	12-Nov-21
Commissioner 4 - admin	Exec Asst Com 4.0260.001100.	14885	$63,657.10	$1,909.70	3.00	$65,566.80	-	MERIT	12-Nov-21
County Auditor	Accountant II.1761.001100.	13351	$63,572.08	$1,271.40	2.00	$64,843.48	-	MERIT	12-Nov-21
County Clerk Records	Assistant Supervisor.0689.001100.	11403	$47,722.23	$954.45	2.00	$48,676.68	-	MERIT	12-Nov-21
District Attorney	DA Felony Prosecutor I.0062.001100.	15550	$91,228.80	$1,247.74	1.37	$92,476.54	-	MERIT	12-Nov-21
District Attorney	DA Felony Prosecutor I.1791.001100.	14829	$92,476.54	$2,774.20	3.00	$95,250.74	-	MERIT	12-Nov-21
Information Systems	IT Manager II.1809.001100.	12835	$85,692.36	$2,356.64	2.75	$88,049.00	-	MERIT	12-Nov-21
Juvenile Grant	Juv Facility Admin Grant.1021.001100.	13211	$72,474.74	$1,449.50	2.00	$73,924.24	-	MERIT	12-Nov-21
Juvenile Services	Coordinator.1176.001100.	11218	$47,903.87	$958.08	2.00	$48,861.95	-	MERIT	12-Nov-21
Parks	Sr Dir Parks and Venues.1210.001100.	15094	$126,880.00	$2,537.60	2.00	$129,417.60	-	MERIT	12-Nov-21
Unified Road Systems	Operator I.1592.001100.	15716	$38,375.99	$700.01	1.82	$39,076.00	-	MERIT	12-Nov-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0214	001100	3,247.54	
01	0100	0214	001130		3,247.54
01	0100	0495	001100	1,271.40	
01	0100	0495	001130		1,271.40
01	0100	0440	001100	4,021.94	
01	0100	0440	001130		4,021.94
01	0100	0503	001100	2,356.64	
01	0100	0503	001130		2,356.64
01	0100	0576	001100	2,407.58	
01	0100	0576	001130		2,407.58
01	0100	0510	001100	2,537.60	
01	0100	0510	002010	194.13	
01	0100	0510	002020	410.58	
01	0100	8001	001130		2,537.60
01	0100	8001	002010		194.13
01	0100	8001	002020		410.58
01	0385	0385	001100	954.45	
01	0385	0385	001130		954.45
01	0200	0210	001100	700.01	
01	0200	0210	001130		700.01
				18,101.87	18,101.87

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
440-District Attorney	1759	N/A	N/A	N/A	$107,659.72	$95,566.70	$12,093.02	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 1759 to PCN 1970.	11/12/2021
440-District Attorney	1970	N/A	N/A	N/A	$95,566.70	$107,659.72	N/A	$12,093.02	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCN 1759 to PCN 1970.	11/12/2021
440-District Attorney	0086	N/A	N/A	N/A	$98,967.48	$95,566.70	$3,400.78	N/A	Reallocation of position budget to facilitate internal move. Surplus salary from PCN 0086 to PCN 1759.	11/12/2021
440-District Attorney	1759	N/A	N/A	N/A	$95,566.70	$98,967.48	N/A	$3,400.78	Reallocation of position budget to facilitate internal move. Surplus salary from PCN 0086 to PCN 1759.	11/12/2021
440-District Attorney	1791	N/A	N/A	N/A	95,250.74	$91,228.70	$4,022.04	N/A	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCNs 1791 to PCN 0086.	11/26/2021
440-District Attorney	0086	N/A	N/A	N/A	$95,566.70	$99,588.74	N/A	$4,022.04	Reallocation of position budget to facilitate internal promotion. Surplus salary from PCNs 1791 to PCN 0086.	11/26/2021
494- Purchasing	1701	N/A	N/A	N/A	$57,310.78	$52,385.78	$4,925.00	N/A	Reallocation of position budget to facilitate retention. Approved in Comm Court on 11/2/2021, agenda items #38 and 39. Surplus salary from PCN 1701 to 1220	11/12/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
494- Purchasing	1220	14461	$64,574.90	$69,499.90	$64,574.96	$69,499.96	N/A	$4,925.00	Reallocation of position budget to facilitate retention. Approved in Comm Court on 11/2/2021, agenda items #38 and 39. Surplus salary from PCN 1701 to 1220	11/12/2021
503-ITS	1723	N/A	N/A	N/A	$49,153.92	$49,153.92	N/A	N/A	Reclass of System Support Specialist to IT Specialist I to align job duties with existing position job description. No change to B25 grade or PCN budget.	11/12/2021
503-ITS	1856	N/A	N/A	N/A	$50,886.60	$50,886.60	N/A	N/A	Reclass of System Support Specialist (B.25) to IT Specialist II (B.26) to align job duties with existing position job description. No impact to PCN budget.	11/12/2021
503-ITS	1756	N/A	N/A	N/A	$98,673.07	$98,673.07	N/A	N/A	Reclass of IT Manager I (B.36) to IT Manager II (B.38) to reflect increased complexity of operational duties. No impact to PCN budget.	11/12/2021
503-ITS	1628	N/A	N/A	N/A	$62,819.25	$60,063.43	$2,755.82	N/A	Reallocation of position budget to facilitate reclassifications and internal promotions. Surplus salary from PCN 1628 to PCN 1809.	11/26/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
503-ITS	1809	N/A	N/A	N/A	$88,049.00	$90,804.82	N/A	$2,755.82	Reclass of IT Manager II (B.36) to IT Director (B.38) to reflect increased complexity of duties and to facilitate improved management reporting structure for large team. Surplus salary from PCN 1628 to PCN 1809.	11/26/2021
503-ITS	1628	N/A	N/A	N/A	$60,063.43	$58,233.67	$1,829.76	N/A	Reallocation of position budget to facilitate reclassifications and internal promotions. Surplus salary from PCN 1628 to PCN 1978.	2/4/2022
503-ITS	0952	N/A	N/A	N/A	$107,275.79	$92,569.89	$14,705.90	N/A	Reclass of IT Architect from (B.35) to (B.36) to reflect increased complexity of duties related to security. Reallocation of position budget to facilitate additional position reclasses and internal promotions. Surplus salary from PCN 0952 to PCN 1978.	2/4/2022
503-ITS	0948	N/A	N/A	N/A	$81,835.99	$68,557.45	$13,278.54	N/A	Reallocation of position budget to facilitate reclassifications and internal promotions. Surplus salary from PCN 0948 to PCN 1978.	2/4/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
503-ITS	1978	N/A	N/A	N/A	$61,185.80	$91,000.00	N/A	$29,814.20	Reclass of Analyst I (B.30) to IT Manager II (B.36). Reallocation of Reallocation of position budget to facilitate reclass and internal promotion. Surplus salary from PCNs 1628, 0952, 0948 to PCN 1978.	2/4/2022
570-Corrections	0589	N/A	N/A	N/A	$41,003.07	$35,561.91	$5,441.16	N/A	Reallocation of position budget to facilitate promotion as allowed per policy. Surplus salary from PCN 0589 to PCN 0586	11/12/2021
570-Corrections	0586	N/A	N/A	N/A	$42,447.87	$47,889.03	N/A	$5,441.16	Reallocation of position budget to facilitate promotion as allowed per policy. Surplus salary from PCN 0589 to PCN 0586	11/12/2021
570-Corrections	0497	N/A	N/A	N/A	$57,745.94	$55,150.45	$2,595.49	N/A	Reallocation of position budget to facilitate promotion as allowed per policy. Surplus salary from PCN 0497 to PCN 0351	11/21/2012
570-Corrections	0351	N/A	N/A	N/A	$64,244.71	$66,840.20	N/A	$2,595.49	Reallocation of position budget to facilitate promotion as allowed per policy. Surplus salary from PCN 0497 to PCN 0351	11/12/2021
509-Building Maintenance	0235	vacant	N/A	N/A	$47,722.23	$47,722.23	N/A	N/A	Conversion-Title and Grade Change only: HVAC Sr Tech (B.25) to Sr Access Control Tech (B.23).	11/12/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
554-Constable Pct. 4	1730	N/A	N/A	N/A	$87,082.30	$78,560.67	$8,521.63	N/A	Reallocation of position budget to accommodate tenure as allowed per policy. Surplus salary from PCN 1730 to PCN 0311	11/12/2021
554-Constable Pct. 4	0311	N/A	N/A	N/A	$67,546.43	$76,068.06	N/A	$8,521.63	Reallocation of position budget to accommodate tenure as allowed per policy. Surplus salary from PCN 1730 to PCN 0311	11/12/2021
661-OSSF	1822	N/A	N/A	N/A	$55,056.28	$52,658.12	$2,398.16	N/A	Reallocation of position budget to facilitate Career Ladder Advancement. Surplus salary from PCN 1822 to PCN 1993	11/12/2021
661-OSSF	1993	N/A	N/A	N/A	$55,410.93	$57,809.09	N/A	$2,398.16	Reallocation of position budget to facilitate Career Ladder Advancement. Surplus salary from PCN 1822 to PCN 1993	11/12/2021
210-Unified Road Systems	1495	N/A	N/A	N/A	$97,723.10	$85,734.48	$11,988.62	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1495, 1573, 1673, 1525, 1539, 1575, 1597 & 1510 to PCN 1967	11/12/2021
210-Unified Road Systems	1573	N/A	N/A	N/A	$58,483.80	$49,731.47	$8,752.33	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1495, 1573, 1673, 1525, 1539, 1575 & 1597 to PCN 1967	11/12/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
210-Unified Road Systems	1673	N/A	N/A	N/A	$39,096.80	$39,075.99	$20.81	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1495, 1573, 1673, 1525, 1539, 1575 & 1597 to PCN 1967	11/12/2021
210-Unified Road Systems	1525	N/A	N/A	N/A	$42,965.39	$39,476.01	$3,489.38	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1495, 1573, 1673, 1525, 1539, 1575 & 1597 to PCN 1967	11/12/2021
210-Unified Road Systems	1539	N/A	N/A	N/A	$39,496.80	$39,475.99	$20.81	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1495, 1573, 1673, 1525, 1539, 1575 & 1597 to PCN 1967	11/12/2021
210-Unified Road Systems	1575	N/A	N/A	N/A	$47,728.70	$42,119.99	$5,608.71	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1495, 1573, 1673, 1525, 1539, 1575 & 1597 to PCN 1967	11/12/2021
210-Unified Road Systems	1597	N/A	N/A	N/A	$59,917.64	$50,960.34	$8,957.30	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1495, 1573, 1673, 1525, 1539, 1575 & 1597 to PCN 1967	11/12/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
210-Unified Road Systems	1967	N/A	N/A	N/A	$0.00	$38,837.96	N/A	$38,837.96	Position to be costed 50/50 Infrastructure and URS--Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCNs 1495, 1573, 1673, 1525, 1539, 1575 & 1597 to PCN 1967	11/12/2021
210-Unified Road Systems	1510	N/A	N/A	N/A	$38,396.80	$36,900.00	$1,496.80	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1510 & 1561 to PCN 1994	11/12/2021
210-Unified Road Systems	1561	N/A	N/A	N/A	$42,321.77	$37,945.02	$4,376.75	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1510 & 1561 to PCN 1994	11/12/2021
210-Unified Road Systems	1994	N/A	N/A	N/A	$39,157.01	$45,030.56	N/A	$5,873.55	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1510 & 1561 to PCN 1994	11/12/2021
210-Unified Road Systems	1561	N/A	N/A	N/A	$37,937.18	$36,900.00	$1,037.18	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1561 & 1881 to PCN 1995	11/12/2021
210-Unified Road Systems	1881	N/A	N/A	N/A	$38,396.80	$38,025.51	$371.29	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1561 & 1881 to PCN 1995	11/12/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
210-Unified Road Systems	1995	N/A	N/A	N/A	$35,491.53	$36,900.00	N/A	$1,408.47	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1561 & 1881 to PCN 1995	11/12/2021
210-Unified Road Systems	1881	N/A	N/A	N/A	$38,025.51	$36,900.00	$1,125.51	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1881 & 1586 to PCN 1996	11/12/2021
210-Unified Road Systems	1586	N/A	N/A	N/A	$43,149.73	$42,866.77	$282.96	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1881 & 1586 to PCN 1996	11/12/2021
210-Unified Road Systems	1996	N/A	N/A	N/A	$35,491.53	$36,900.00	N/A	$1,408.47	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1881 & 1586 to PCN 1996	11/12/2021
210-Unified Road Systems	1520	N/A	N/A	N/A	$48,893.00	$48,893.00	N/A	N/A	Career Ladder Advancement-Title and Grade Change only: Operator III (B.23) to Operator IV (B.25).	11/12/2021
210-Unified Road Systems	1552	N/A	N/A	N/A	$44,000.38	$44,000.38	N/A	N/A	Career Ladder Advancement-Title and Grade Change only: Operator II (B.21) to Operator III (B.23).	11/12/2021

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **7.**

Meeting Date: 11/09/2021

CAHFC Narrows

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

The General and No Litigation Certificates of Williamson County are required by 1 TX A.D.C. §53.229 and must be submitted to the Attorney General of the State of Texas, who must approve all documentation relating to the Bonds prior to their issuance. The certificates sets forth the Williamson County Commissioners Court previously authorized membership in the Capital Area Housing Finance Corporation ("Corporation"); approved the bylaws for the Corporation; has not taken any action to limit the effectiveness of the resolution authorizing the issuance of the Bonds or any way affecting the proceedings relating to the issuance of such Bonds; has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; and, to the best knowledge of the governing body, that no litigation exists in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is a party.The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.The Certificate of Approval for Issuance of Tax-Exempt Multi-Family Housing Revenue Bonds is solely for the purposes of the approval requirements of Section 147(f) of the IRC. Since project is located in Williamson County, Texas (the "County"), Section 147(f) of the Internal Revenue Code states that the "highest elected official" of the jurisdiction containing the project site must approve the transaction after a public hearing is held. Bond counsel is now seeking the approval of the highest elected public official for this jurisdiction.

The loan will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with the federal tax law regarding tax-exempt financing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Narrows Apts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/03/2021 11:40 AM
Form Started By: Hal Hawes		Started On: 11/03/2021 11:03 AM
Final Approval Date: 11/03/2021		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

September 20, 2021

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

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(The Narrows Apartments)

Dear Mr. Hawes:

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

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

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

The Approval is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the *"Code"*). The Code requires that you, as the chief elected executive officer of the County of Hays and "applicable elected representative" thereof, approve the issuance of the Bonds after a public hearing following reasonable public notice. The Corporation conducted a public hearing on September 15, 2021, which was held telephonically by dialing into a toll-free number (the *"Public Hearing"*). A notice for the Public Hearing was published in the *Austin American-Statesman* on September 8, 2021. The minutes of the public hearing are enclosed.

Please review the General Certificate and the Approval and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and the Approval and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, October 29, 2021.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

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

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

I, the chief elected executive officer of Williamson County, Texas, elected at-large by the voters of Williamson County, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of one or more series of tax-exempt multifamily housing revenue bonds by the Capital Area Housing Finance Corporation (the *"Corporation"*) in an aggregate face amount of not more than $37,700,000 (The Narrows Apartments) (the *"Bonds"*). The Bonds will be issued for the benefit of Roers Hutto Apartments Owner LLC or an affiliate thereof (the *"Borrower"*), in connection with the construction of an approximately 300-unit multifamily housing development to be generally located at 300 CR 137 (generally east of CR 137 and west of Farley Middle School), Hutto, Texas 78634 (the *"Development"*). The Borrower will own the Development and the land on which the Development will be located.

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

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

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

_____

Judge Bill Gravell
Williamson County, Texas

Dated: _____, 2021

CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the *"Hearing Officer"*), do hereby make and execute this certificate for the benefit of all persons interested in the proposed Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (The Narrows Apartments) to be issued in a principal amount not to exceed $37,700,000 (the *"Bonds"*) for the benefit of Roers Hutto Apartments Owner LLC, or an affiliate thereof, in connection with the acquisition, construction and equipping of an approximately 300-unit multifamily housing development to be generally located at 300 CR 137 (generally east of CR 137 and west of Farley Middle School), Hutto, Texas 78634 (the *"Development"*).

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on September 15, 2021, at 10:00 a.m. Central time telephonically whereby all interested persons could monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#), in connection with the issuance of the Bonds.

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

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

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

5. That a copy of the Affidavit of Publication of Notice of Public Hearing is set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]

WITNESS MY HAND this 15th day of September, 2021.

James E. Shaw, Hearing Officer

EXHIBIT A

MINUTES OF PUBLIC HEARING

A public hearing was held by the Capital Area Housing Finance Corporation (the *"Issuer"*) telephonically whereby all interested persons could monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#), on September 15, 2021, beginning at 10:00 a.m. Central time.

The hearing was held with respect to the proposed issuance by the Issuer of not to exceed $37,700,000 of its Multifamily Housing Revenue Bonds (The Narrows Apartments) (the *"Bonds"*) in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

The Notice of Public Hearing published in the *Austin American-Statesman* on September 8, 2021 indicated that the proceeds of the Bonds will be used to finance the acquisition, construction and equipping of The Narrows Apartments (the *"Development"*), located within the geographic limits of Williamson County, Texas, by Roers Hutto Apartments Owner LLC, or an affiliate thereof (the *"Borrower"*).

Present at the hearing on behalf of the Issuer were James E. Shaw, the hearing officer for the Issuer (the *"Hearing Officer"*), M. John Trofa, general counsel to the Issuer, Tim Nelson of Hilltop Securities Inc., financial advisor to the Issuer, Ryan J. Bowen and Evelyn Irwin of Chapman and Cutler LLP, bond counsel to the Issuer, and Ross Stiteley of Roers Companies, an affiliate of the Borrower.

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

No one expressed an interest to speak.

Whereupon the Hearing Officer closed the public hearing at 10:15 a.m.

EXHIBIT B

AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING

Austin American-Statesman
statesman.com

PROOF OF PUBLICATION

STATE OF TEXAS

PUBLIC NOTICE

Before the undersigned authority personally appeared James Mickler, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: MILLER ADVERTISING - LEGAL, first published in issue dated 09/08/2021, last published in issue dated 09/08/2021, published 1 time(s), and that the attached is a true copy of said advertisement.

MILLER ADVERTISING - LEGAL
10 ROCKEFELLER PLAZA, STE 1016
12TH FLOOR
NEW YORK, NY 10020

Invoice/Order Number:	0000658422
Ad Cost:	$573.50
Paid:	$0.00
Balance Due:	$573.50

Signed James Mickler
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 9th day of September, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed
(Notary)

JALEN CAIN ROCHA
Notary ID #132971264
My Commission Expires
March 12, 2025

Please see Ad on following page(s).

CAPITAL AREA HOUSING FINANCE CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the *"Code"*), notice is hereby given that the Capital Area Housing Finance Corporation (the *"Corporation"*) will hold a public hearing telephonically at 10:00 a.m. Central time on Wednesday, September 15, 2021. All persons interested may monitor and participate in the hearing by calling (800) 330-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#) promptly at 10:00 a.m. Central time on Wednesday, September 15, 2021. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the *"Sponsoring Political Subdivisions"*).

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the *"Bonds"*) in an aggregate face amount of not more than $37,700,000. The Bonds will be issued for the benefit of Roers Hutto Apartments Owner LLC, or an affiliate thereof (the *"Borrower"*), in connection with the acquisition, construction and equipping of a multifamily housing development to be generally located at 300 CR 137 (generally east of CR 137 and west of Farley Middle School), Hutto, Texas 78634 and consisting of approximately 300 units (the *"Development"*). The Borrower will own the Development and the land on which the Development will be situated.

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

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



pets - animals

dogs

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Quality Labradoodles & Goldendoodles, parents genetic & OFAs, 3 yr guar, vet ck, shots, $1500 & up 918-791-8800



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Darling Yorkie puppies ready bring joy and love to your home. Registered, vaccinated and health guaranteed. Located just NW of Austin in Jonestown. Call or text to meet them in person (or dog) :-) at 512-694-1137. WWW.PRETTIESTPUPPIES.COM



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recreational

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automotive

antique/classic/ collectible

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automotive



1994 Mercedes Benz E320 Recent New Engine I have all maintenance receipts New inspection and tags Runs and drives great Nice clean car! Call Sherri at 979-542-5889

1998 Mercedes Benz SLK-230, 50K orgmiles, Metallic Black, runs like a top, 512-879-8710

$6500, 1998 Ford Expedition, 5.4, Auto, Cold AC, 58K original miles, one owner. Drive it, 512-769-6008

vehicle wanted

** ALL CASH! $500-$7500 ** Cars/Trucks, 2000 & Up, Running/Not. All Makes & Models. Mobile Service. 7 days a Wk 8am-9pm. 512-629-7917

Have you ever heard a stand up comic talk about all the "stuff" people collect? We buy stuff even though we have no room for stuff. Then we buy more stuff. It's so funny because we can all relate. Well, we can help you clean out some of that stuff and make a little money in the process. Call or go online to place your merchandise ad today.

DAILY LAW JOURNAL

legal notice

Notice of Requests for Proposals from Subcontractors & Suppliers

Weaver & Jacobs Constructors, Inc., the Construction Manager At-Risk, will accept proposals from all subcontractors and suppliers for the Lago Vista ISD High School Additions and Renovations project until 4:00 P.M. on September 14, 2021. This is for all phases of work including selective demolition of portions of the existing school.

Bids should be submitted to:

Brenden Morris
Weaver & Jacobs Constructors, Inc.
301 Commerce Way
Cuero, TX 77954
Ph. 361-277-9300 Fax 361-277-9274
e-mail bmorris@weaverandjacobs.com

Interested bidders may obtain bidding documents by e-mailing the Construction Manager for instructions or going to www.weaverandjacobs.com/plan-room.php There are no paper plans being issued. In accordance with the Government Code Chapter 2267, in determining to whom to award a contract, the Construction Manager may consider any relevant factor a private business entity would consider in selecting a vendor. The Construction Manager reserves the right to reject any or all proposals, to waive any formalities in the proposal process and to accept the proposal which it considers to offer the best value to the Owner.

09-01, 09-08/21
0000657329-01

Request for Qualifications

The Upper Brushy Creek WCID, a local government, is requesting Qualifications from Accounting Firms for accounting services.

Interested firms or individuals may obtain a copy of the complete Request for Qualifications (RFQ) on the District website at ubcdams.org/217/bidding

All questions regarding the RFQ should be directed to Lisa Moravitz, District Clerk by email at: lisa.moravitz@ubcdams.org.

All qualifications shall be submitted by email labeled *"RFQ Qualifications"* on September 29, 2021 at Noon.

9/8, 9/15/21
0000657939-01

Walden Wrecker Service, 2315 W Howard Lane, Austin, Tx 78728, 512-778-9227, 0657194svf, www.tdlr.texas.gov Black 2008 Dodge Durango $720.76, if the vehicle is not claimed 30 days after the date this notice is sent goes this vehicle storage facility the right to dispose of the vehicle. Additionally, failure to claim the vehicle is a waiver of all right, title, or interest in the vehicle and personal property and a consent to sell the vehicle at a public sale.

9/8/21
0000656224-01

Have you ever heard a stand up comic talk about all the "stuff" people collect? We buy stuff even though we have no room for stuff. Then we buy more stuff. It's so funny because we can all relate. Well, we can help you clean out some of that stuff and make a little money in the process. Call or go online to place your merchandise ad today.

texas alcoholic beverage commission

Application has been made with the Texas Alcoholic Beverage Commission for a [BG and MB] by [BLUEFIN AUSTIN LLC] dba [BLUEFIN SUSHI BAR & RAMEN], to be located at [5400 BRODIE LN. STE.1200], [SUNSET VALLEY], [TRAVIS], Texas. Officers of said corporation [ANDRE DINATA] are [OWNER].

09-07, 09-08/21
0000657901-01

Application has been made with the Texas Alcoholic Beverage Commission for an MB Mixed Beverage Permit by Mariely Figueroa Hermandez dba Los Jarochos Dos Inc, to be located at 13609 N IH 35 B, Austin, Travis County, Texas. Officers of said corporation are Mariely Figueroa Hermandez/Director.

09-07, 09-08/21
0000658363-01

Application has been made with the Texas Alcoholic Beverage Commission for an MB Mixed Beverage Permit with Late Hours by Dayana Figueroa dba Sabor Veracruz Inc, to be located at 12601 TECH RIDGE BLVD STE. A100, Austin, Travis County, Texas. Officers of said corporation are Dayana Figueroa/Director.

09-07, 09-08/21
0000658364-01

Have inter-office communications become more aggressive than the local college football game? If so, check out the help wanted ads in the Classifieds to find something new. Something you won't need shoulder pads and a face mask for!

CAPITAL AREA HOUSING FINANCE CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), notice is hereby given that the Capital Area Housing Finance Corporation (the "*Corporation*") will hold a public hearing telephonically at 10:00 a.m. Central time on Wednesday, September 15, 2021. All persons interested may monitor and participate in the hearing by calling (800) 230-3765 (a toll free telephone number) and entering 312 845 3277 followed by a pound key (#) promptly at 10:00 a.m. Central time on Wednesday, September 15, 2021. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the "*Sponsoring Political Subdivisions*").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the "*Bonds*") in an aggregate face amount of not more than $37,700,000. The Bonds will be issued for the benefit of Rivers Rutto Apartments Owner LLC, or an affiliate thereof (the "*Borrower*"), in connection with the acquisition, construction and equipping of a multifamily housing development to be owned by the Borrower located at 3501 CR 137 (generally east of CR 137 and west of Farley Middle School), Rutto, Texas 78634 and consisting of approximately 300 units (the "*Development*"). The Borrower will own the Development and the land on which the Development will be situated.

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

All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 260, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9953.

CAPITAL AREA HOUSING FINANCE CORPORATION
NOTICE OF PUBLIC HEARING

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") and Section 394.9025 of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, notice is hereby given that the Capital Area Housing Finance Corporation (the "*Corporation*") will hold a public hearing telephonically at 11:00 a.m. Central time on Friday, September 17, 2021. All persons interested may monitor and participate in the hearing by calling (800) 230-3765 (a toll-free telephone number) and entering 312-845-3277, followed by a pound key (#) promptly at 11:00 a.m. Central time on Friday, September 17, 2021. The Corporation's designated hearing officer will conduct the hearing on behalf of the Texas Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Williamson and the Texas City of San Marcos (the "*Sponsoring Political Subdivisions*").

The purpose of the hearing is to provide residents of the Sponsoring Political Subdivisions an opportunity to comment on the proposed issuance by the Corporation of its Multifamily Housing Revenue Bonds to be issued in one or more series (the "*Bonds*") in an aggregate face amount of not more than $50,000,000. The Bonds will be issued for the benefit of LDG Balcones Trails, LP or an affiliate thereof (the "*Borrower*") in connection with the acquisition, construction and equipping of a multifamily housing development to be located at the east side of IH-35 and the west side of Philomena Drive (generally north of Goodyear Auto Service), Kyle, Texas 78640 and consisting of approximately 276 units (the "*Development*"). The Borrower will own the Development. It is anticipated that a wholly-owned affiliate of the Corporation will own the land on which the Development will be located and lease such land to the Borrower. Further, it is anticipated that the general partner of the Borrower will be wholly-owned by Capital Area Multi-Housing Inc., an affiliate of the Corporation.

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

All interested persons are invited to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and will be given the opportunity to express their views on the proposed issuance of the Bonds at a designated point in the public hearing. Questions or written comments prior to the date of the hearing may be directed to the Capital Area Housing Finance Corporation, 4101 Parkstone Heights Drive, Suite 260, Austin, Texas 78746, Attention: James E. Shaw at (512) 347-9953.

notice to creditor

NOTICE TO CREDITORS

Notice is hereby given that on the 25th day of August, 2021, Letters Testamentary upon the Estate of Mary C. Thompson, Deceased, were issued to Richard W. Thompson, as Independent Executor of said Estate, in proceedings in the Probate Court No. 1 of Travis County, Texas, numbered C-1-PB-21-001604, and pending in said Court, and that he now holds such letters.

All persons having claims against the Estate are hereby required to present the same to the said Richard W. Thompson, Independent Executor of said Estate, at the post office address given below and within the time prescribed by law.

The residence of said Independent Executor is in the City of Austin, Travis County, Texas, and his post office address is as follows:

Mr. Richard W. Thompson
5711 Lands End St.
Austin, Travis County, TX 78734

Dated the 31st day of August, 2021.

FIZER, BECK, WEBSTER, BENTLEY & SCROGGINS, a professional corporation

By Matthew G. Lueders
State Bar No.: 24099888
Attorneys for Richard W. Thompson

notice to creditor

Independent Executor of the Estate of Mary C. Thompson, Deceased
5718 Westheimer Road, Suite 1750
Houston, Texas 77057
Telephone: (713) 840-7710
Facsimile: (713) 963-8469
Email: mlueders@fizerbeck.com

09-08/21
0000658434-01

texas alcoholic beverage commission

"Application has been made with the Texas Alcoholic Beverage Commission for a Winery Permit (G) by US Natural Wine LLC, dba US Natural Wine, to be located at 9705 Burnet Road Suite 406, Austin, Travis County, Texas. Members of said corporation are Angelica McPhee and Jake Raymond."

9/8, 9/9/21
0000658676-01

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Austin American-Statesman

WATER DISTRICT NOTICE OF PUBLIC HEARING ON TAX RATE

The Tanglewood Forest Limited District will hold a public hearing on a proposed tax rate for the tax year 2021 on Wednesday, September 15, 2021, at 6:00 p.m., at the Tanglewood Pool House, 9809 Curlew Drive, Austin, Texas. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the tax rate that is adopted and on the change in the taxable value of your property in relation to the change in taxable value of all other property. The change in the taxable value of your property in relation to the change in the taxable value of all other property determines the distribution of the tax burden among all property owners.

FOR the proposal:	Directors Peterson, Dowling, Krueger and Schauer
AGAINST the proposal:	Director Castille
PRESENT and not voting:	None
ABSENT:	None

The following table compares taxes on an average residence homestead in this taxing unit last year to taxes proposed on the average residence homestead this year.

	Last Year	This Year
Total tax rate (per $100 of value)	$0.1896/$100	$0.01865
Difference in rates per $100 of value	-$0.0031	
Percentage increase/decrease in rates (+/-)	-1.6350%	
Average appraised residence homestead value	$283,260	$337,001
General homestead exemptions available (excluding 65 years of age or older or disabled person's exemptions)	$29,099	$58,069
Average residence homestead taxable value	$254,161	$$278,932
Tax on average residence homestead	$481.89	$520.21
Annual increase/decrease in taxes if: proposed tax rate is adopted (+/-) and percentage of increase (+/-)	+$38.32 +7.95%	

If the proposed combined debt service, operation and maintenance, and contract tax rate requires or authorizes an election to approve or reduce the tax rate the Board of Directors proposes to use the tax increase for the purpose of raising funds to repair, replace, or upgrade aging District facilities.

NOTICE OF VOTE ON TAX RATE

If the district adopts a combined debt service, operation and maintenance, and contract tax rate that would result in the taxes on the average residence homestead increasing by more than eight percent, an election must be held to determine whether to approve the operation and maintenance tax rate under Section 49.23601, Water Code.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

Public Notice
Notice of Public Hearing

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT THE CITY OF CEDAR PARK SHALL HOLD PUBLIC HEARINGS ON

Z-21-011

A request by Becky, LTD to rezone approximately 13.82 acres from Urban Residential (UR) to Planned Development (PD) located north of the intersection of South Lakeline Blvd and Old Mill Road.

Agent: Diane Bernal
Phone: (512) 215-1433



SUP-21-003

A request by Tom Davis for a Special Use Permit (SUP) to allow the outdoor commercial amusement, minor use for approximately 4.32 acres located at 1801 Clover Lane.

Agent: Anthony Goode
Phone: (972) 822-1682



Z-21-015

A request by Karen Kerr Weaver to rezone approximately 4.60 acres from Development Reserve (DR) to General Business (GB), located at 580 Spanish Oak Estates Drive. There is also a Future Land Use Plan (FLUP) amendment in conjunction with the zoning case to change from Medium Density Residential (MDR) to Regional Office/Retail/Commercial (REG) (FLU-21-008).

Agent: Sean O'Brien
Phone: (512) 565-4477



SUP-21-005

A request by Karen Kerr Weaver for a Special Use Permit (SUP) to allow the outdoor commercial amusement, minor use for approximately 4.60 acres located at 580 Spanish Oak Estates Drive.

Agent: Sean O'Brien
Phone: (512) 565-4477

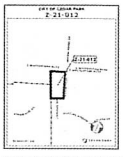


For more information regarding the applications listed above, call the Planning Department at (512) 401-5058.

Z-21-012

A request by First Cedar Park Capital Funding LLC to rezone approximately 7.80 acres from Professional Office (PO) to General Business (GB), located at the southwest corner of Arrow Point Drive and East Whitestone Blvd. There is also a Future Land Use Plan (FLUP) amendment in conjunction with the zoning case to change from Local Office/Retail/Commercial (LOC) to Regional Office/Retail/Commercial (REG) (FLU-21-009).

Agent: Nikelle Meade
Phone: (512) 992-6001



For more information regarding this application, call the Planning Department at (512) 401-5057.

For the above referenced cases:

the City Council may approve any zoning district which is equivalent or more restrictive than that which is requested and which is deemed consistent with the Comprehensive Plan and the Future Land Use Plan.

A public hearing will be held by the Planning and Zoning Commission on Tuesday, September 21, 2021 at 6:30 PM.

A public hearing will be held by the City Council on Thursday, October 14, 2021 at 6:00 PM.

Council action and second reading may be considered at the meeting following the public hearing (October 28, 2021).

Cedar Park Council Chambers
450 Cypress Creek Road,
Building 4
Cedar Park, Texas

Virtual Meeting Information

Due to the coronavirus pandemic, these public meetings may be held virtually. Please refer to our website for the most up-to-date information regarding these public meetings.
P&Z:
https://mtg.cedarparktexas.gov/MeetPnZ
City Council:
https://www.cedarparktexas.gov/government/mayor-and-city-council/city-council-agendas-meeting-documents

Publication Date:
September 8, 2021

Commissioners Court - Regular Session **8.**

Meeting Date: 11/09/2021

CAHFC Lockhart

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Lockhart Farms Apartments).

Background

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

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Lockhart Farms Apts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/03/2021 11:41 AM
Form Started By: Hal Hawes		Started On: 11/03/2021 11:06 AM

Final Approval Date: 11/03/2021

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

September 20, 2021

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

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Lockhart Farms Apartments)

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue the above captioned Bonds in an aggregate principal amount not to exceed $15,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of Lockhart, Caldwell County. The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

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

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

Please review the General Certificate and the Approval and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and the Approval and return them to Chapman and

Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, October 29, 2021.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

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

Commissioners Court - Regular Session **9.**

Meeting Date: 11/09/2021

CAHFC Balcones

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Balcones Trails Apartments).

Background

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

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Balcones Trails Apts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/03/2021 11:42 AM
Form Started By: Hal Hawes		Started On: 11/03/2021 11:07 AM

Final Approval Date: 11/03/2021

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

September 20, 2021

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

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Balcones Trails Apartments)

Dear Mr. Hawes:

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

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

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

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute both signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, October 29, 2021.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

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

Commissioners Court - Regular Session **10.**

Meeting Date: 11/09/2021

Waste Disposal Services through Texas Disposal Systems, In. for River Ranch Park

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 Services Contract between Williamson County and Texas Disposal Systems, Inc. to provide commercial trash service at the River Ranch Park in the amount of $1,002.34 per month, for a 12-month term, per the quote attached, and authorizing execution of the agreement.

Background

This agreement is for commercial waste disposal services for the Williamson County River Ranch Park for six (6) dumpsters to be staged at different high volume traffic areas within the park. Three quotes were obtained. Department point of contact is Alejandra Urista. Funding Source 01.0100.3107.004430.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 06:45 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:03 AM
Form Started By: Andrew Portillo		Started On: 10/05/2021 02:38 PM
Final Approval Date: 11/04/2021		

TEXAS DISPOSAL SYSTEMS, INC.
SERVICE AGREEMENT

www.texasdisposal.com

AUSTIN
PO BOX 17126
AUSTIN, TX 78760
(800) 375-8375
FAX TO: 512-329-4968

SERVICE AGREEMENT #

NEW ACCOUNT	Customer Number:		
☐ SERVICE LEVEL CHANGE X☐ UPDATED SERVICE AGREEMENT ☐ **NEW SERVICE LOCATION** ☐ OTHER			
Salesperson Name: **Ja-Mar Prince**	Notepad Entry:		Sales #
Start Service Date: **Already in place**	S/T Code:	Alpha Search:	PO#
Customer Name: **Williamson County Parks and Recreation**			
Billing Name: **Williamson County Parks and Recreation**			
Billing Address: **219 Perry Mayfield Blvd**			
City: **Leander**	State: **TX**	Zip: **78641**	Tax Entity:
Service Address: **194 Reveille Way**			
City: **Liberty Hill**	State: **TX**	Zip: **78642**	Phone: **512-943-5265**
Fax#	Alternate # **512.943.1920**		
Service Contact: **Alejandra Urista**	Accounts Payable Contact:		
Email Address: **Alejandra.urista@wilco.org**	Cycle:		Map Grid:
Special Instruction Line 1: **(1)8yd maintenance yard, (1)6yd at Trailhead Parking, (2)6yds RV Camp, (1)6yd Walk In Camp, (1)3yd RV Dump**			
Special Instruction Line 2: **All other previously agreed upon contract terms and conditions remain the same**			
Other Info: **3.5% annual increase**			
FINAL APPROVAL BY OPERATIONS IS REQUIRED PRIOR TO THE START OF THE CONTRACT			

COMMERCIAL

X☐ FRONT LOAD ☐ SIDE LOAD ☐ RECYCLE
☐ LOCKING LIDS ☐ SINGLE STREAM ☐ CASTERS

ROLL OFF

☐ PERMANENT ☐ TEMPORARY ☐ SPECL WASTE ☐ PSU ☐ OPEN TOP
☐ COMPACTOR ☐ CUST.OWNED

QTY	SIZE	FREQ PER WEEK	MONTHLY CHG
1	8yd-T	1	$214.95
1	6yd-T	1	$168.56
2	6yd-T	1	$337.14
1	6yd-T	1	$168.56
1	3yd-T	1	$113.13

QTY	SIZE	RENTAL RATE	HAUL RATE	DELIVERY FEE	LANDFILL FEE

MONTHLY CHARGE **$1,002.34**
OTHER CHARGES $
$

ESTIMATED NUMBER OF HAULS PER MONTH :
SPECIFY OTHER CHARGES:
SPECIFY OTHER CHARGES:
TOTAL MONTHLY CHARGE BEFORE TAX

INITIAL TERM – 36 MONTHS, UNLESS OTHERWISE SPECIFIED
APPLICABLE SALES TAX WILL BE CHARGED UNLESS CUSTOMER PROVIDES A TAX EXEMPTION CERTIFICATE FOR **EACH** EXEMPT SERVICE LOCATION

TEXAS DISPOSAL SYSTEMS	**TDS CUSTOMER**
Authorized Signer:	Authorized Signer:
Print Name: **Ja-Mar Prince**	Print Name:
Title: **Supervisor**	Title:
Date: **10-15-21**	Date:

SERVICE CHANGES

	QTY	SIZE	CHARGE CODE	FREQ PER WEEK	MONTHLY CHG	HAUL RATE	RENTAL RATE
N							
E							
W							
O							
L							
D							

Date Service Received:	WO#	Proration Code:	
From: / / To: / /	Entered By:		Date:
Verified By:	Date:		

ADDITIONAL TERMS AND CONDITIONS ON PAGES 2&3

ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The following terms, as used in the agreement, shall have the meanings specified in this paragraph.

a) "Company" shall mean Texas Disposal Systems, Inc.

b) "Customer" shall mean the customer named on the front page of this Agreement

c) "Equipment" shall mean all containers, stationary and self-contained compactors and the other equipment and devices provided Customer by the Company as specified on the front page of this Agreement, or otherwise as supplied by the company for Customer use in accordance with the terms of the Agreement, all of which Equipment shall remain the sole and exclusive property of the Company.

d) "Hazardous Materials" shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local government, state government or United States government, and includes any and all materials or substances that are defined as "hazardous waste", or a "hazardous substance" pursuant to local, state or federal law or regulation. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls (PBS) and petroleum.

e) "Proper Waste Materials" or "Waste" shall mean any solid waste material or substance which the Company can handle and transport without the requirement of a hazardous or toxic license or permit which does not contain Hazardous Materials, and shall include Recyclable Material.

f) "Recyclable Material" shall be defined as material which the Company determines can be recycled included but not limited to aluminum, glass, office paper, production paper, newspaper, cardboard and plastic.

2. **EQUIPMENT AND SERVICE:** The Company shall deliver and install Equipment at a site designated by the Customer. The Company shall collect and dispose of all Proper Waste Materials properly deposited by Customer in the Equipment in those intervals specified on the face hereof. Customer shall notify the Company of any and all recycling efforts by Customer. The Company, at its option, shall collect and dispose of any and all Recyclable Material generated by Customer. The Company shall maintain and service Equipment for use under normal operating conditions provided that the Equipment is maintained and used by the Customer in accordance with the requirements hereinafter set forth.

3. **DUTIES AND RESPONSIBILITIES OF CUSTOMER:** Customer acknowledges that it shall have responsibility for the proper care, custody, control, safekeeping and use of the Equipment on Customer's premises and shall use the Equipment solely for the deposit of Proper Waster Materials. Proper Waste Material must be solid waste which allows the Company safely to handle and transport the waste without incurring any damage or injury to its employees, to the Company's Equipment, or vehicles, or to any third party. Customer shall be responsible for any damage to the Equipment in the event of fire, vandalism, or other damage beyond normal use and wear of the Equipment. Customer shall not overload the Equipment in either weight or volume of Proper Waste Materials as defined by federal, state or local law, regulations or ordinance. Customer shall be responsible for all liabilities that result therefrom, including any fines and penalties. All risk of loss for the damage or destruction of the Equipment on the Customer's premises shall be borne by Customer. Customer shall make no alteration or changes to the Equipment. Customer is responsible for any damage caused by an electrical drop or surge, including lightning, which is conducted into the Equipment. On collection day, Customer shall provide unobstructed access to the Equipment. If the Equipment is inaccessible, customer will be notified and any additional collection service or attempts to provide such service shall be charged as "extra pick up".

4. **SERVICE FEE:** Customer shall pay, on a monthly basis, the service fees and charges designated on the face of this Service Agreement, plus such adjustments as are calculated below:

a) Sales tax, Use tax, Fees, and Surcharges: Customer shall also be responsible for any and all sales tax, use tax, fees, surcharges and other charges imposed in connection with services provided under or services arising out of this Agreement. Including, without limitation, imposed charges for waste material collection, transportation, and disposal. The fees and charges in this Agreement shall, at the option of the Company, be increased and the Customer shall be responsible for paying the increased amount. The cost of any increase in the fee, as stated above, shall be distributed proportionally to each and every applicable Customer.

b) Adjustments:

i. Fuel: Since fuel costs are a significant portion of the cost of Company's services provided herein, Company reserves the right to increase the unit price of the schedule of fees, and charges in an amount equal to any equivalent unit increase in fuel costs.

ii. Landfill Fee: The monthly charge for service shall be automatically adjusted as landfill charges change, it being recognized that landfill services may increase or decrease from time to time.

iii. Consumer Price Index: The Company reserves the right to increase the fees and charges hereunder from time to time to reflect the percentage increase in the Consumer Price Index ("CPI"). CPI means the index now known as the United States Bureau of Labor Statistics, Revised Consumer Price Index for Urban Wage Earners, U.S. Cities Average, all items (1967=100). In the event that the publication of the CPI is hereinafter converted, revised or discontinued the Company shall designate a comparable index to be used in lieu thereof for the purposes of this Agreement. Upon notice from the company, and with Customer's assent or consent, Company may increase the fees and charges hereunder in an amount in excess of such CPI percentage increase. The Customer's assent or consent may be evidenced by the practices and actions of the parties hereto.

iv. Extra Services: The Company shall be entitled to an upward adjustment for any services performed outside the Company's normal working hours or on a federal or state holiday.

c) Terms: The Customer shall be billed on a monthly basis by Company. Payments shall be made on a monthly basis by the Customer, and all charges shall be due upon receipt of the Company's statement. Ten (10) days after receipt of statement, customer shall pay late charges equal to the lesser of one and on-half percent (1 ½%) per month or the maximum lawful rate on all amounts unpaid.

d) Upon default, thirty (30) days after receipt, this agreement shall become immediately due and payable in full on demand. Customer, one and all, waive all demands for payment, presentations, for payment, notice or intent to accelerate maturity, and notice of protest.

If this agreement is collected through an attorney for probate, bankruptcy or other proceedings, then Customer shall pay reasonable attorney's fees, court costs, interests and other applicable fees.

5. **TERM:** This Agreement shall be binding upon execution by the parties hereto. This Agreement shall be for and initial term of one year to commence on the Service Agreement Date and shall terminate upon the expiration of the Initial Term; provided, however, that the term of this Agreement shall automatically be renewed for successive periods of the same duration as the Initial Term without further action of the parties unless cancelled by Customer on the anniversary date of the applicable term by notifying the Company at least sixty (60) days prior to such date. The company may terminate this Agreement without cause upon thirty (30) days notice to Customer but termination with or without cause by the Company shall not release Customer from the obligation to make payment for all amounts due under this Agreement. The Company may terminate or suspend this Agreement immediately upon the failure of the Customer to pay for services rendered within the payment terms or in the event of any other breach by Customer as may be reasonably determined by the Company. In lieu of terminating this Agreement, the Company may require the Customer to pay a security for all services on a prepaid basis. Upon termination of the Agreement for any reason, the Company shall have the right to enter upon the Customer's property and to remove the Equipment from the Customer's premises at any time. Repossession of the Equipment may be accomplished without judicial process and without prior notice, and the Customer agrees to waive the benefit of any laws in favor of the Customer requiring judicial process. If Customer is not in breach of any provisions of this Agreement, Customer may terminate this Agreement before the expiration

Initials_____ **Business Name**_____

of the term in consideration for which Customer shall pay and the Company shall accept as liquidated damages, and not as a penalty, a sum equal to the amount of fees and charges charged to the Customer, and all Recyclable Material revenues received by company for the six (6) month period immediately preceding Customer's request for termination of this Agreement. If a six (6) month period has not been established, liquidated damages shall be defined as six times the expected monthly fees, charges and Recyclable Material revenues. Customer and the Company acknowledge and agree that the Company's actual damages for an early termination of this Agreement would be impossible to accurately estimate or calculate and the amount stated in this paragraph as liquidated damages is a fair and reasonable pre-estimate of the probable loss that the Company would sustain in the event of an early termination by the Customer.

6. **TITLE:** The Equipment is and, throughout the term hereof, shall be considered as being owned and leased by the Company to the Customer. The Company retains all ownership rights, title and interest to the Equipment. The Company may file a Financing Statement using the terms "Lessor" and "Lessee", or like terms and the Customer authorizes the Company to execute on its behalf any such Financing Agreement, Continuation Statement, or U.C.C. filing. In the event it is determined for any reason that the transaction contemplated by this Agreement is other than a lease transaction, the Customer hereby grants a security interest in and to the Equipment covered by this Agreement, and hereby authorizes the Company to execute on Customer's behalf any and all Financing or Continuation Statements as may be required to perfect and keep perfected its security interest under the Uniform Commercial Code. Title to all Proper Waste Materials including recyclable materials, shall transfer to the Company when such waste is loaded into or on to the truck. Title to materials deposited in the Equipment other than Proper Waste Materials shall remain at all times with Customer and Customer shall be responsible for all liabilities that result, including any fines or penalties.

7. **CHANGES IN SERVICE:** Changes in services provided by the Company or in the fees and charges paid by the Customer may be made by oral or written agreement of the parties, and the continuing actions and practices of the parties with respect to such changes shall constitute the consent and agreement of the parties to such changes. If the Customer relocates to a location within the service area of the Company, the Company shall continue the service, and this Agreement will serve as a continued Service Agreement. If the Customer feels the Company's quality of service is not satisfactory, Customer must notify the Company in writing of any dissatisfaction, and the Company agrees to solve any reasonable concern within a reasonable period of time.

Customer may change the level of service during the term of this Agreement and charges will be adjusted accordingly, provided, however, that this service adjustment must be in congruence with volume of waste generated. The Company will maintain exclusive rights to collect and dispose of all Proper Waste Materials including Recyclable Material.

8. **PREMISIS:** Customer shall prepare an adequate and fully accessible site for location of the Equipment on the Customer's premises and shall provide such utilities as shall be necessary for operation of the Equipment on-site. Customer shall provide and hereby grants the Company complete and adequate access and right-of-way to the Equipment on Customer's premises, which access and right-of-way shall bear the weight and operation of the Company's vehicles, machinery and other equipment. The Company shall have no obligation or liability for operation or passage of such vehicles, machinery and equipment (including the Equipment) on Customer's premises, and Customer hereby releases the Company from and disclaims all rights, claims and demands with respect to such operation or passage of vehicles, machinery and equipment by the Company, provided however, nothing herein shall be construed to release the Company from responsibility for acts of gross negligence or willfulness on the part of the Company's employees in the operations of such vehicles and equipment on the Customer's premises outside of said right-or-way. The Company shall not be responsible for damage to curbs, paved or unpaved driving surfaces, or base structures resulting from service of an agreed location of the Equipment.

9. **INDEMNITY: CUSTOMER AGREES TO AND SHALL INDEMNIFY THE COMPANY, IT'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND THE HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS OF ANY AND ALL OF THEM (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABLITY FOR EVERY KIND, INCLUDING ALL EXPENSES OF INVESTIGATION, LITIGATION, COURT COSTS AND ATTORNEYS FEES FOR INJURY TO OR DEATH OF ANY PERSON, PROPERTY DAMAGE, LOST PROFIT, FINE OR PENALTY ARISING OUT OF OR ATTRIBUTED TO DIRECTLY OR INDIRECTLY, THE POSSESSION OR USE OF THE EQUIPMENT BY THE CUSTOMER, THE OPERATION OF THE EQUIPMENT BY THE INDEMNIFIED PARTIES ON CUSTOMER'S PREMISES, REPOSSESSION OF THE EQUIPMENT OR THE HANDLING, TRANSPORTATION OR LANDFILL DELIVERY OF MATERIALS DEPOSITED IN THE EQUIPMENT BY CUSTOMER (INCLUDING, WITHOUT LIMITATION, DEPOSIT OF MATERIALS OTHER THAN PROPER WASTE MATERIALS IN THE EQUIPMENT), REGARDLESS OF WHETHER SUCH INJURY, DEATH, DAMAGE, FINE OR PENALTY IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CUSTOMER AND COMPANY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY CUSTOMER TO INDEMNIFY AND PROTECT THE INDEMNIFIED PARTIES FROM THE CONSEQUENCES OF THE INDEMNIFIED PARTIES' OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, FINE OR PENALTY. CUSTOMER FUTHER AGREES TO HANDLE AND DEFEND, AT ITS OWN EXPENSE, ON BEHALF OF THE INDEMNIFIED PARTIES, AND IN THE INDEMNIFIED PARTIES' NAME, ANY CLAIM OR LITIGATION IN CONNECTION WITH SUCH INJURY, DEATH, PROPERTY DAMAGE, FINE OR PENALTY. THE INDEMNIFICATION SET FORTH IN THIS PARAGRAPH IS FOR THE DIRECT BENEFIT OF THE INDEMNIFIED PARTIES AND SHALL BE ENFORCEABLE BY EACH OF THEM ACTING ALONE OR TOGETHER.**

10. **MISCELLANEAOUS:** All provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, and the warranties and indemnities contained herein shall survive the termination of the Agreement. None of the Customer's rights or obligations hereunder may be assigned or delegated without the prior written consent of the Company. Any provision hereof which is unenforceable under applicable law will be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder thereof or the remaining provisions hereof and it is the intention of the parties hereto that, in lieu of such unenforceable provision, there be added as part of the Agreement, a provision as similar in terms as possible to the unenforceable provision which is enforceable. This Agreement is made and entered into in the State of Texas, shall be construed under the laws of the State of Texas and is fully performable in all Texas counties. Any notices required to be given by this Agreement may be given by mailing same, certified mail, return receipt requested, addressed to the Company or the Customer as shown on the reverse side of hereof. Any notice shall be deemed effective three (3) days after deposit in the United States Mail. Notice given in any other manner shall be effective only when received. Either party may change its address for notice by the above-described method. The Company shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Company. This Agreement may not be amended except by a subsequent agreement of the parties, oral, written, or by continued acts of the parties.

Initials_____ **Business Name**_____

11. **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.

12. **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 Customer's rights.

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

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

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

15. **VENUE AND GOVERNING LAW:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

16. **RIGHT TO AUDIT:** Company 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 Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Customer shall have access during normal working hours to all necessary Company 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 Company reasonable advance notice of intended audits.

TEXAS DISPOSAL SYSTEMS

COMMERCIAL CONTAINER GUIDELINES

The following items can be placed in the Single Stream Recycling Container.
Items must be loose and NOT in bags

- Paper
  - Office paper
  - Magazines
  - Catalogs
  - Newspaper
  - Envelopes
  - File folders
  - Sticky notes
- Cardboard or Boxboard
  - Shipping boxes
  - Shoe Boxes
  - Cereal Boxes
  - Food Boxes
- Empty Containers made of Plastic, Metal, Aluminum, or Glass
  - Soda cans
  - Water bottles
  - Glass bottles
  - Soup cans
  - Plastic containers

The following is a list of items NOT allowed in trash OR recycling frontload or sideload containers.

- Construction Materials: i.e. concrete, wood, paint, solvents, thinners
- Furniture: i.e. couches, sofas, mattresses, box springs
- Appliances
- Air Conditioners, Refrigerators, or anything with Freon
- Oil, Oil rags or filters (unless drainer for at least 24 hours)
- Industrial or Hazardous Chemicals
- Tires
- Fluorescent Tubes or Light bulbs
- Medical Waste
- Herbicides or Pesticides
- Radioactive Materials
- Dirt, Sand, Landscape or Yard Waste
- Dead Animals
- Automotive Batteries
- Any items which will not fit inside the container
- Any items that would get stuck in the container
- Any items left outside of the container

Thank you for doing business with **Texas Disposal Systems**. For more information please contact us at **(800) 375-8375** or visit our website at www.texasdisposal.com

Signature: _____ **Date:** _____
Company Name: _____
Account Number: _____

TEXAS DISPOSAL SYSTEMS

Site Access Requirements

Commercial refuse trucks can weigh 60,000 lbs or more when fully loaded, can be up to 38 feet in length, over 10 feet wide at the mirrors and 14 feet high. These trucks are top heavy and are not capable of sharp turns.

- Entrance to and exit from the property:
  Refuse trucks need a width of at least 12 feet to drive straight in and more if we have to approach the entrance or exit at an angle. We require 16 feet overhead clearance on driving surfaces and up to 22 feet of height at the dump site depending on the container size.

- Driving surface:
  The driving surface should be strong enough to support the weight of a commercial truck. Deterioration of the driving surface should be expected and is considered normal wear and tear. This includes, but is not limited to, cracks and ruts. It can be reduced by the design and construction of a surface that meets commercial truck traffic specifications. It is the customer's responsibility to provide and maintain the proper driving surface.

  Sites that are not upgraded with paved surfaces may be classified as "fair weather" stops. During wet weather a "fair weather" stop may not be serviced until surface conditions allow access.

- Fair Weather Stops
  A Fair Weather Stop is a classification that TDS uses to identify container sites that may become inaccessible during inclement weather. These are usually sites located in areas with unimproved road surfaces such as dirt or gravel.

  A driver must assess the approach to each container site and determine if it is safe to proceed. If it is likely that the truck may become stuck or slip off the road the driver is authorized and expected to skip the stop and report it as "skipped and impassible". The customer will be serviced at the next scheduled time if the conditions are improved enough to allow servicing. Credits are not issued for fair weather stops that are skipped.

  Make-up trips are considered extra and charged as such.

- Pad site and dump site:
  These sites need to be of sufficient construction to accommodate the container and the weight of the truck.

- Tire Ruts
  A common occurrence with Commercial Front Load service is tire ruts develop leading up to the container. A Front Load Trash Truck is a unique vehicle that has more weight on the front tires than most other commercial vehicles; especially when servicing a container. As a result, they get stuck in mud or soft places easier than other vehicles.

  When servicing a container the weight on the front tires doubles by the amount of what is being picked up. The sudden weight increase can cause the truck to "sink" if the road or ground is soft. This is why the deepest ruts are right in front of the container. The slab in front of the pad site should be 6" thick steel re-enforced concrete.

_____ Customer Name

_____ Service Address

_____ City, TX. Zip Code

I understand the site requirements for commercial refuse service and have received a copy of this handout.

X_____

Texas Disposal Site Map - Please draw where you want container placed

- If using an enclosure, the opening must be at least 10 feet between the gates.
- Make sure that there are means of holding the gates still in the open position
- TDS trucks must have room to turn around on the property
- No underground lines, drains, pipes or meters can be running underneath the driveway.
- No overhead obstructions such as, low wires, tree limbs, signs or awnings

Form Completed By_____ Date_____

Customer: Address: Acct: _____

- ❑ **Access to customer from public road. Notes:** _____

  _____ (open turn in & exit) _____ (generally open access) _____ (narrow & constricted access)

- ❑ **Access to container. Notes:** _____

  _____ (open) _____ (enclosed) _____ (enclosed/locked)

- ❑ **Backing onto site. Notes:** _____

  _____ (no backing needed) _____ (occasionally needed) _____ (always needed)

- ❑ **Backing area on site. Notes:** _____

  _____ (open area) _____ (generally open) _____ (constricted access)

- ❑ **Enclosure Condition (if applicable) Notes:** _____

  _____ (no damage) _____ (some wear & tear) _____ (some damage)

- ❑ **Ground Condition (if no pavement) Notes:** _____

  _____ (dry, hard, gravel) _____ (dry, no gravel) _____ (wet, soft, muddy when rains)

- ❑ **Obstacles - Buildings, Equipment, Fuel Islands, Parked Cars, etc. Notes:** _____

  _____ (none within 100 ft) _____ (none within 50 ft.) _____ (some within 25 ft.)

- ❑ **Overhead Obstacles - Awnings, Utility Lines, Signs, Trees, etc. Notes:** _____

  _____ (none within 100 ft) _____ (some within 25 ft.) _____ (some within 15 ft.)

- ❑ **Pavement Condition. Notes:** _____

  _____ (new/no breaks) _____ (no major breaks) _____ (broken, rutted, or none)

- ❑ **Pavement Depth/Strength. Notes:** _____

  _____ (5 inches of concrete) _____ (5 inches of paving) _____ (< 5 inches of paving)

- ❑ **Traffic Condition. Notes:** _____

  _____ (little: under 25 mph) _____ (some; under 35 mph) _____ (heavy; above 35 mph)

- ❑ **Turning Radius. Notes:** _____

  _____ (no restrictions) _____ (at least 30 ft.) _____ (under 30 ft.)

Prepared By: **Date:**

Commissioners Court - Regular Session **11.**

Meeting Date: 11/09/2021

Konica Minolta Business Solutions USA Inc. Copier Lease Agreement for Elections Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a lease agreement between Konica Minolta Business Solutions USA, Inc. and Williamson County for two (2) copy machines in the amount of $260 per month for 60 months, pursuant to DIR Contract #DIR-CPO-4439 and authorizing the execution of the agreement.

Background

Approval of this lease will support the operations of the Williamson County Elections Department. Lease is for (2) two machines for a term of 60 months at the rate of $260 per month. This amount covers the lease fee for both machines. This will replace Election's current machine and add a second unit. Maintenance agreement includes all toners and supplies, all copies to be billed monthly. This expenditure will be charged to FY22 01.0100.0492.004621. Department contact is Chris Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Elections Lease

DIR Contract CPO 4439

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 04:10 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 09:09 AM
Purchasing (Originator)	Joy Simonton	11/04/2021 09:25 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 09:33 AM
Purchasing (Originator)	Joy Simonton	11/04/2021 09:42 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 09:59 AM
Form Started By: Erica Smith		Started On: 10/26/2021 03:17 PM
Final Approval Date: 11/04/2021		

DocuSign Envelope ID: CAC5B462-7DE1-4A6F-8F62-5FAE566585DA

Texas DIR

Contract # [redacted]
Appendix E Master Lease Agreement

Supplementary Schedule for Master Lease

CUSTOMER BILL - TO INFORMATION *(Separate schedules must be completed for each billing location.)*

LEGAL COMPANY NAME			DEPARTMENT NAME
WILLIAMSON COUNTY			
STREET ADDRESS / P.O. BOX			BLDG / ROOM / SUITE
301 S.E. INNER LOOP			STE 104
CITY	STATE	ZIP	BILLING CONTACT NAME
GEORGETOWN	TEXAS	78626	
BILL-TO PHONE NUMBER*	FAX NUMBER		FEDERAL TAX I.D. NUMBER
(512) 943-3553			

CUSTOMER INSTALLATION LOCATION *(Separate schedules must be completed for each billing location.)*

LESSEE LEGAL NAME			DEPARTMENT NAME
WILLIAMSON COUNTY			ELECTIONS
STREET ADDRESS / P.O. BOX			BLDG / FLOOR / ROOM / SUITE
301 S.E. INNER LOOP			STE 104
CITY	STATE	ZIP	CONTACT NAME
GEORGETOWN	TEXAS	78626	
PHONE NUMBER		FAX NUMBER	

MAKE/MODEL NO./ACCESSORIES	SERIAL NO.
BIZHUB C360I WITH DF-714, MFP DELIVERY CHARGE - LEVEL ONE, BASIC NETWORK SERVICE - BNS04	
PC-416 CABINET, FS-539, RU-513 RELAY UNIT, PK-524 2/3 PUNCH UNIT FOR FS-539,	
ESP DIAGNOSTIC POWER FILTER 120V/15A, BIZHUB SECURE	
BIZHUB C450I 45 PPM COLOR MFP, MFP DELIVERY CHARGE - LEVEL TWO, BASIC NETWORK SERVICE - BNS04	
PC-416 CABINET, FS-539, RU-513 RELAY UNIT, PK-524 2/3 PUNCH UNIT FOR FS-539,	
ESP DIAGNOSTIC POWER FILTER 120V/15A, FK-514 FAX KIT (1st & 2nd LINE), BIZHUB SECURE	
INCLUDES UPGRADE OF CONTRACT [redacted]	
C360i black/white impressions billed at $0.0075 per impression. C360i color impressions billed at $0.05 per impression.	
C450i black/white impressions billed at $0.0072 per impression. C450i color impressions billed at $0.049 per impression.	

See attached schedule for additional Equipment / Accessories

TERM AND PAYMENT SCHEDULE

60 *(mos.)* Monthly Payments of $ 260.00 *(plus applicable taxes)*

☑ FMV ☐ $1.00 Out

THIS SUPPLEMENTARY SCHEDULE INCORPORATES ALL OF THE TERMS & CONDITIONS OF THE MASTER LEASE AGREEMENT FOR THE LEASE OF EQUIPMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

DATED	LESSOR	SIGNATURE	PRINT NAME
10/27/2021	Konica Minolta Business Solutions USA, Inc.	DocuSigned by: [signature]	Harrison Harpole

CUSTOMER ACCEPTANCE

DATED	FULL LEGAL NAME	SIGNATURE / TITLE	PRINT NAME
		X	

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Konica Minolta Business Solutions U.S.A., Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Konica Minolta Business Solutions U.S.A., Inc. (hereinafter "Vendor"), with its principal place of business at 100 Williams Drive, Ramsey, NJ 07446.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix D or

Appendix E, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (*.75%*). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to

Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Desiree Mendro
Konica Minolta Business Solutions U.S.A., Inc.
1595 Spring Hill Drive, Suite 410
Vienna, VA 22182
Phone: (703) 637-1527
Facsimile: (703) 506-1257
Email: statebids@kmbs.konicaminolta.us

7. Leasing Agreements

A. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix D of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

B. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix E of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

C. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Section 5 Intellectual Property Matters. A. Definitions, 1. Work Product, is hereby replaced in its entirety:

A. Definitions:

1) The parties do not anticipate that any intellectual property will be created as a result of this contract since this is not a work for hire contract. However, in any case that intellectual property is created, the following terms shall apply:

"Work Product" means any and all deliverables produced by Vendor solely and exclusively for Customer under a Statement of Work issued pursuant to this Contract, including *a*ny and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract by Vendor solely and exclusively for Customer pursuant to this Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer

software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived solely and exclusively for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

(Remainder of this page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Konica Minolta Business Solutions U.S.A., Inc.

Authorized By: Signature on File

Name: Jack Dixon

Title: Contracts Manager

Date: 10/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 10/04/2019

Office of General Counsel: Signature on File: 10/04/2019

Commissioners Court - Regular Session **12.**

Meeting Date: 11/09/2021

Document Preservation and Digitalization by Kofile Technologies, Inc. for the County Clerk's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the proposal from Kofile Technologies, Inc. for preservation, digitization and archival of records for the County Clerk's Office in the amount of $26,476.60 pursuant to TXMAS contract #TXMAS-18-3602, and authorizing execution of the proposal.

Background

Approval of this item will support the operations of the Williamson County County Clerk's Office. Proposal is attached that outlines the details of the preservation and digitization services to be performed. The collection to be serviced contains thirteen volumes and a good faith estimate of 4,322 pages. Legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to 01.0384.0384.004550. Department contact is Nancy Rister.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 05:15 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:14 AM
Form Started By: Erica Smith		Started On: 11/02/2021 02:08 PM
Final Approval Date: 11/04/2021		

April 23, 2021

Honorable Nancy E. Rister
Williamson County Clerk
405 Martin Luther King St/PO Box 647
Georgetown, TX 78626-4901/Jarrell, TX 76537-0647

Dear Hon. Nancy E. Rister,

This proposal addresses the preservation and archival digitization of volumes for the Williamson County Clerk's Office. This collection contains thirteen volumes and a Good Faith Estimate of 4,322 pages. All services are completed by Kofile Technologies, Inc. (Kofile). Without a signed agreement, all pricing is good for 90 days from the date of this quote.

Quoted preservation services include conservation treatments, deacidification, encapsulation, rebinding, rehousing, and archival images (capture, processing, and enhancements). The location of work for this project is Kofile's Conservation Laboratory in Dallas, TX.

Kofile proposes a unique solution that no other vendor can offer. This project addresses the preservation, long-term management, and digital access of this collection. Preservation insures the survival of **source originals** for the application of future technologies.

PROJECT UNDERSTANDING

At Kofile, each project is unique and deserves special attention. Preservation minimizes chemical and physical deterioration to prolong the existence and useful life of the original format. Oftentimes, this includes preserving and removing the original from public access, and creating a security copy. Preservation can incorporate conservation, treatment, stabilization, preventative care, or digitization—or maintenance or repair.

NEEDS ASSESSMENT

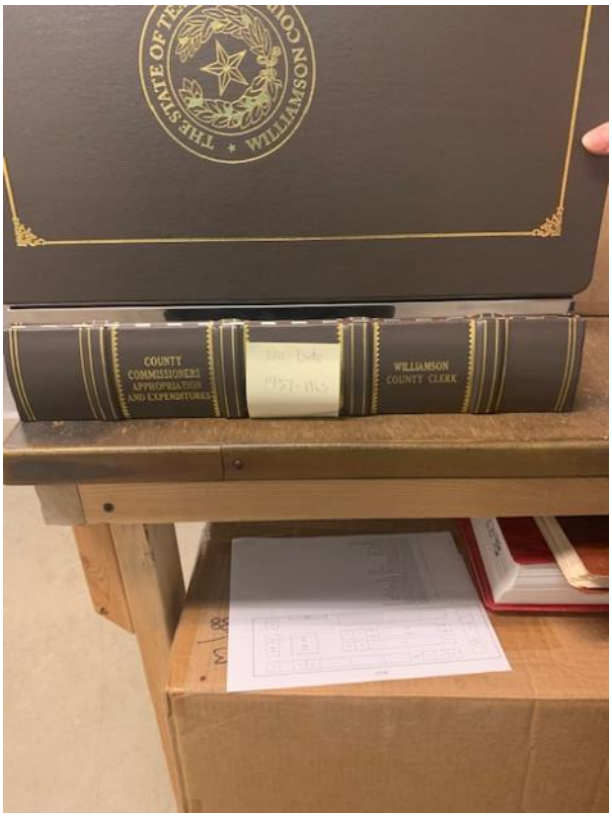
These volumes are in unknown condition. One volume has plastic laminated pages. A full records assessment will be performed at the Kofile lab, at which time pricing will be finalized.

Due to the historical nature of these records, they maintain a PERMANENT retention schedule according to *Local Schedule CC*, Texas State Library & Archives Commission, Aug. 2011.

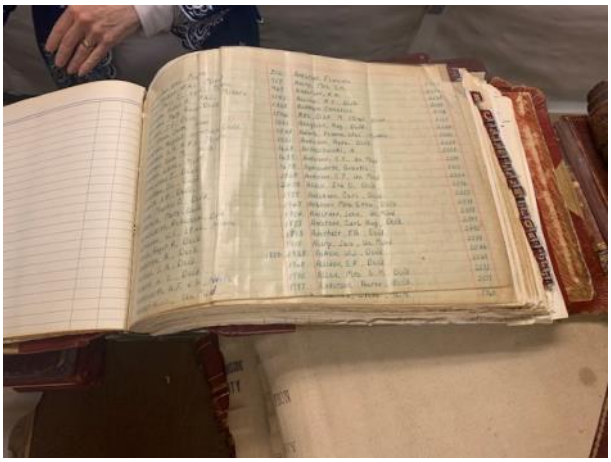
Please see the following page for photographic documentation of these volumes.

PHOTOGRAPHIC DOCUMENTATION









CONSERVATION SPECIFICATIONS

Kofile regularly addresses historical and permanent records, including manuscript, typescript, Photostat, micrographic, tri-folds, blueprints, re-creations, and plats. Kofile never utilizes any treatment, repair, or maintenance that is not 100% reversible. Kofile performs all services in accordance with the *Code of Ethics & Guidelines for Practice* of the American Institute for Conservation of Historic & Artistic Works (AIC).

The following is an overview of preservation treatments and services available at the Kofile lab. Services are tailored to the specific page and/or volume and utilized as appropriate.

Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove.

Volumes for re-binding are carefully dismantled. Original binding threads and adhesive residues are carefully removed by hand. Any trimming is accomplished with handheld or Jacques Board shears. Only one document is cut at a time to ensure no text is lost.

Surface Dry Cleaning

Surface cleaning is a generic term for the removal of material deposits. This includes dust, soot, airborne particulates, sedimentation from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or even biological or mineral contaminants. All have serious consequences during long-term storage. Superficial grime is removed with a soft dusting brush. A microspatula is used to coax insect deposits. Other tools include a latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile will remove fasteners, page markers, and other metal mechanisms. Fasteners such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc. cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Old Repairs

Pressure-sensitive tape and adhesive residue are reduced as much as possible without further degrading the original. When possible, tape is removed with mechanical Heat Removal or Peeling. The former is used when adhesive is loose, old, or brittle; the latter, when removal by heat is unnecessary. The next alternative is chemical. Previous repairs that cannot be removed safely will remain. Stains are reduced to the greatest extent possible after careful testing. Tape stains are reduced, but most stains are likely permanent.

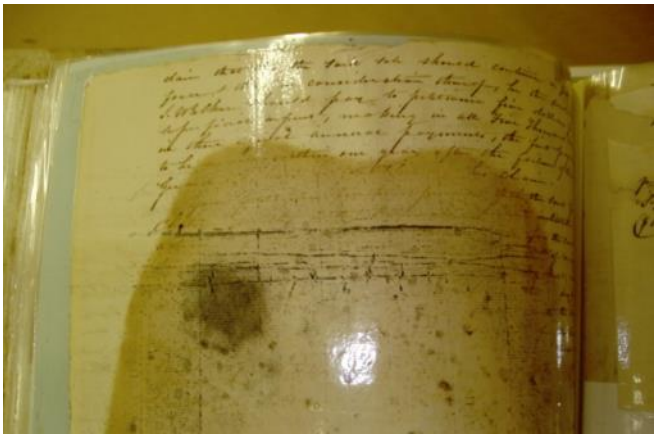


Kofile carefully coaxes adhesives and tape by the application of heat and pressure with specialized conservation tools.

Removal of Laminates

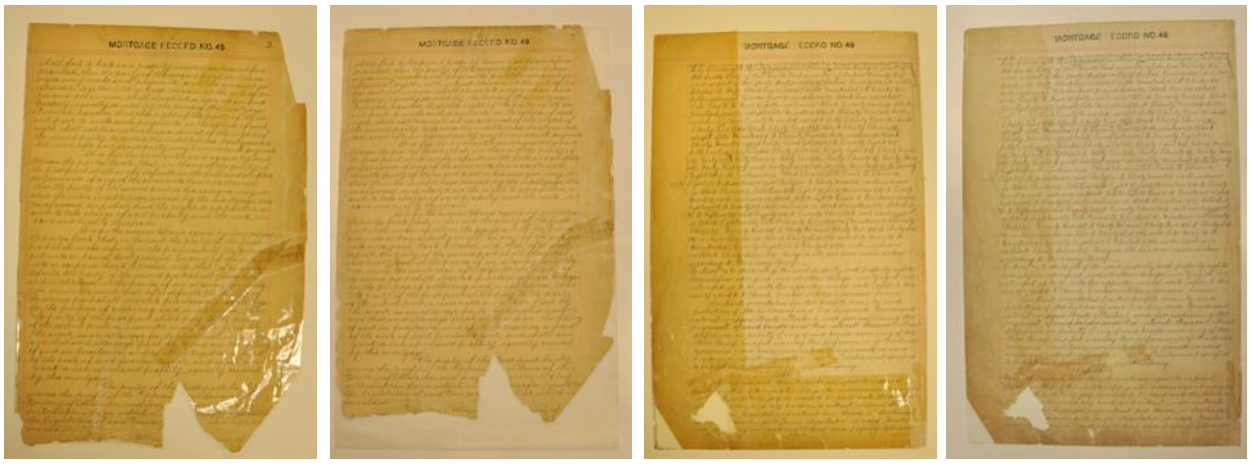
Lamination leads to serious conservation issues. A professional conservator will never use any method of repair or maintenance that is not 100% reversible. In the original lamination process, film is applied by pressing an adhesive into the paper's fibers with heat and pressure. The acid used in the adhesive migrates into the paper's fibers, causing stains. The chemical breakdown of the reinforcements causes the paper to fatigue and, ultimately, deteriorate. Particular care must be taken to prevent tearing or ripping the paper during removal. Only trained conservators should attempt to remove lamination.

Careful testing at our lab determines the possibility removing the laminated binding reinforcements. In a small percentage of cases, the adhesive resists removal by the proprietary solvent solution, and it cannot be removed without damaging the paper or ink. If conservators cannot remove the laminate safely, Kofile will contact the client directly, and the quoted lamination removal charges are not applied or are refunded.





This damage is not the result of submersion in water. Instead, following a hurricane, a humid environment caused moisture to penetrate the lamination and encouraged mold growth. The aggressive mold ate away the script, destroying this region's history.



BEFORE I | AFTER I | BEFORE II | AFTER II

These laminated sheets are from Oklahoma County, OK. Kofile removed the lamination and non-archival tape, then supported the sheets with Japanese tissue. As pictured, the stains remain, but the negative effects of the adhesive are stopped. They were encapsulated and rebound for return to the County.

Flattening and Humidification

Improperly stored, papers become inflexible and retain a memory of the storage position. 'Flattening' is accomplished by tacking irons or Ultrasonic Humidification. Tacking irons have adjustable temperature controls. Another method uses moderate pressure drying between acid-free blotters. Careful monitoring eliminates bleeds and mold/fungus.



Ultrasonic Humidification Treatment.

Items are humidified after testing the solubility of the image. The Ultrasonic Humidification Chamber can correct the most fragile document's folds and bends. This machine is enhanced with a cross flow and features a humidity dome and ultrasonic humidifier. Private labs are rarely equipped with this device, and this significant investment represents Kofile's foresight and commitment to offering the best available technology.



Repair and Restore Paper

Mending paper is an art form. It is accomplished with a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears >$^{1}/_{2}$".



An 1848 Probate Record pre- (L) and post- (R) treatment. Above, a Kofile conservator pieces the document together after the tape was removed.

Mending materials are acid free and reversible. Japanese paper and ethyl cellulose paste or Crompton tissue are used most often. Kozo paper, in natural and white finish, is used because of its strength and transparent nature. While visible to the trained eye, it does not distract from the document. Mending strips are water cut so the edge of the Japanese paper visually integrates with the Document.

Filmoplast® R may also be used for reinforcement, it is a low-temperature, acrylic adhesive that bonds to Japanese paper. Kofile constructs its own version of this material with tissue paper and Rhoplex liquid acrylic adhesive. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion.

Deacidification

Deacidification is performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through an HVAC system. A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment. The solution is non-flammable and non-toxic. The active ingredient, *magnesium oxide*, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet. Random testing ensures a pH of 8 with a deviation of no more than 2-4%.



A historical plat is deacidified.

Encapsulation

In archival encapsulation, the document floats freely. It is not adhered or heat set. Each sheet is encapsulated in a *Lay Flat Archival Polyester Pocket™,* US Patent #7,943,220 B1, 5/17/2011. Reemay® or spunbond polyester in the pocket at the binding edge offsets the document's thickness and seals out atmospheric pollutants. This allows for a flat book block and reinforces the binding edge for added strength and years of service. Also, the Pocket would not need to be cut and replaced to access the page. Pocket dimensions match the 'book block' with a 1½" or 1¼" margin.

Kofile uses SKC SH725® PET polyester for pocket construction. Pockets are welded on three sides, and binding statically seals the fourth. The inherent static cling of polyester provides physical support and protection from daily public use. Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (*dimstab*), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, and odorless. It will not distort or melt in case of fire.





Re-binding

Pockets are punched and volumes are hand-cased in books of 250 sheets or less. This may result in *splitting books with large capacities into two volumes due to the additional weight of the Mylar*. Kofile manufactures binder components at 1/4" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary.

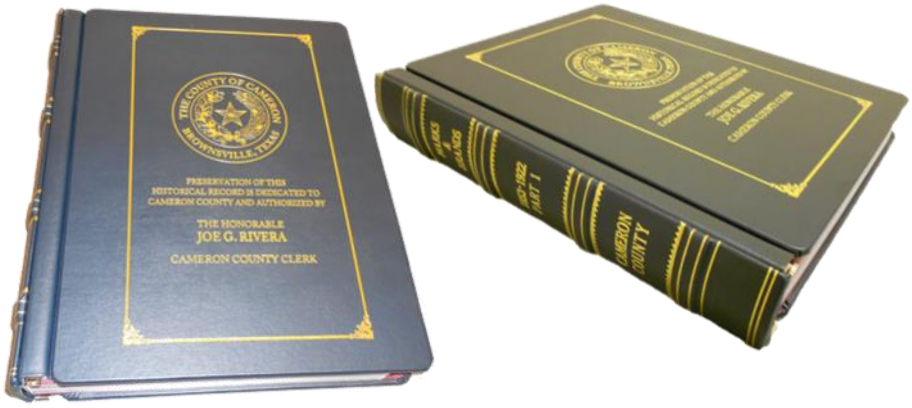
Kofile can match existing books by manufacturing custom sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.

Title Stamping

Title stamping is reviewed and approved in advance. It will follow the same format/style of the originals. Tooling is 23-karat gold foil. If errors are identified, The County Clerk is notified to determine the correction. Any changes are approved by the County Clerk.

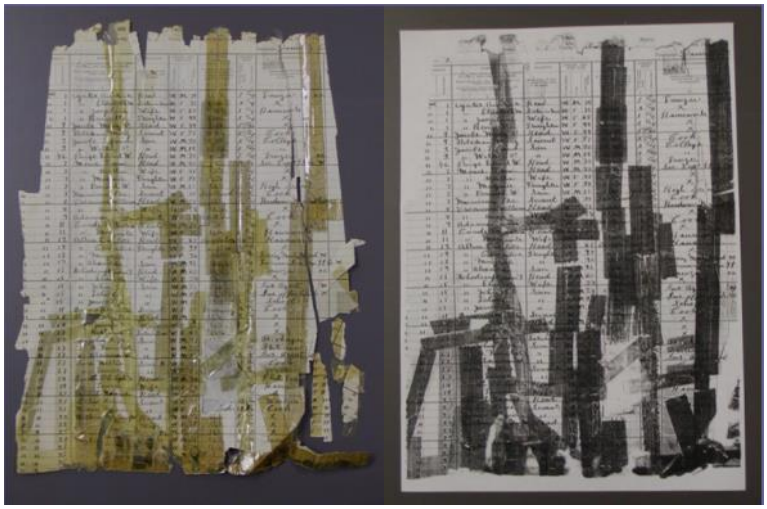
Heritage Recorder Binder

The *Heritage Recorder* Binder is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. *See examples pictured right.*



ARCHIVAL DIGITIZATION

Imaging a document creates an electronic representation of the original. This process is not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.



What would this image look like if imaged "AS IS?"

The tape compromises image legibility.

Kofile does not subscribe to the "*scan it and forget it*" philosophy. Our services differ because materials are addressed according to their condition and fold endurance without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents. Kofile invests in the best hardware and software. Many of our projects involve re-imaging what low-bid vendors have already imaged. With Kofile, images are the highest quality and are free of distortion and loss of information.

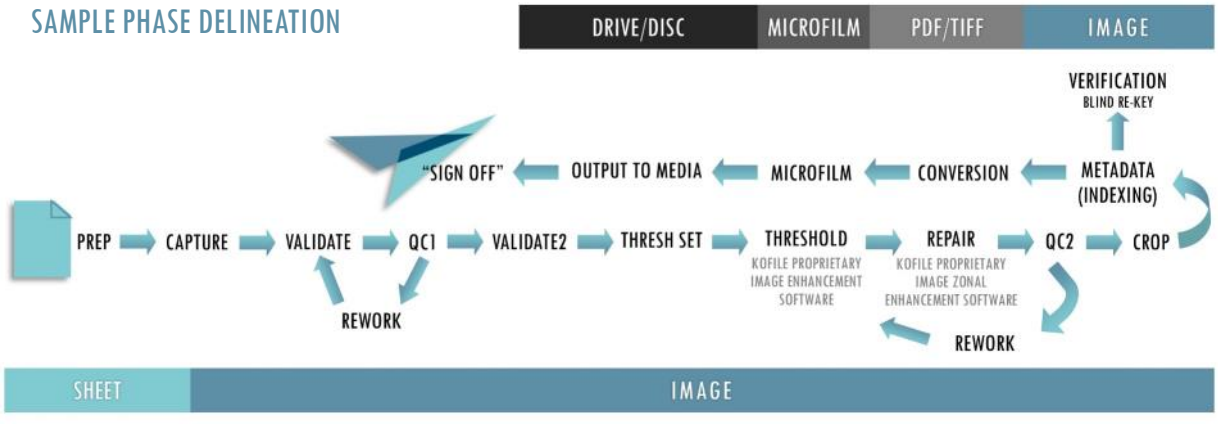
Our experience with the data conversion of archival documents is inferior to none. We can address any concerns regarding the conservation treatment and handling of fragile items, superior image capture and microfilming, and quality of work— *all at one facility*.

Imaging Overview

Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format. Images are optimized and scaled for system output.

Kofile makes use of gray-scale scanning techniques for documents to ensure the optimum resolution of each page. Kofile verifies effectiveness and minimum legibility of the scanning process through rigorous and systematic quality control. Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization.

SAMPLE PHASE DELINEATION





The article implies that partial document destruction during scanning projects is normal. This statement is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." Evansville Courier & Press, August 21, 2013 .

Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.

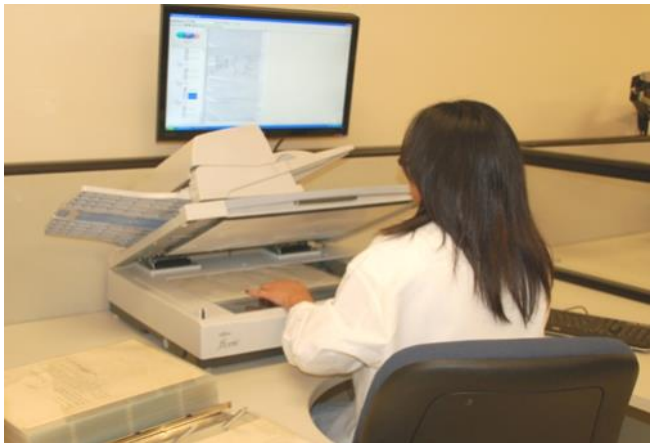


Image Capture

Domain specific knowledge is a necessity for this project. A vendor that does not understand permanent asset collections may address the Williamson County files as disposable documents.

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is treated with a "Best Possible Image Indicator" or further enhancements.

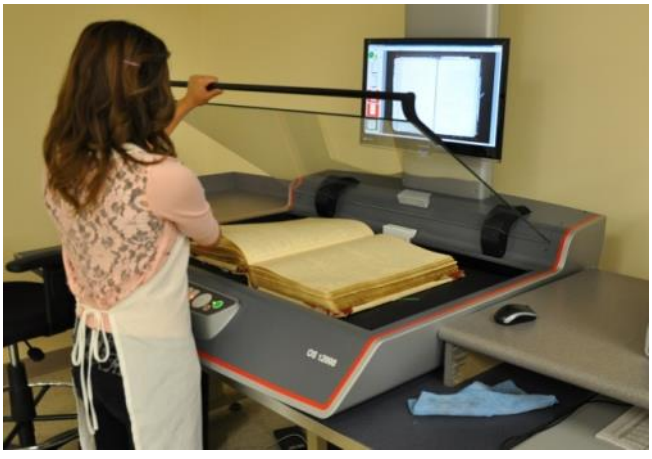


Image Processing & Enhancement

IMAGE PERFECT is Kofile's proprietary software. It ensures the optimum image quality. When documents vary in size and density, this custom programming ensures image uniformity. It provides proprietary algorithms to achieve high image quality. The

utilization of algorithms is critical for capturing different densities and quality levels in a collection.

This proprietary software is a digital SLR-based system. Kofile utilizes the Microsoft SQL database as the underpinning for the production systems. The software also allows operators to build and edit image processing scripts interactively. The image processing scripts can be saved for batch processing. It also has progress tracking capabilities and can identify exceptions. Supervisors correct problems in a quick and efficient manner.

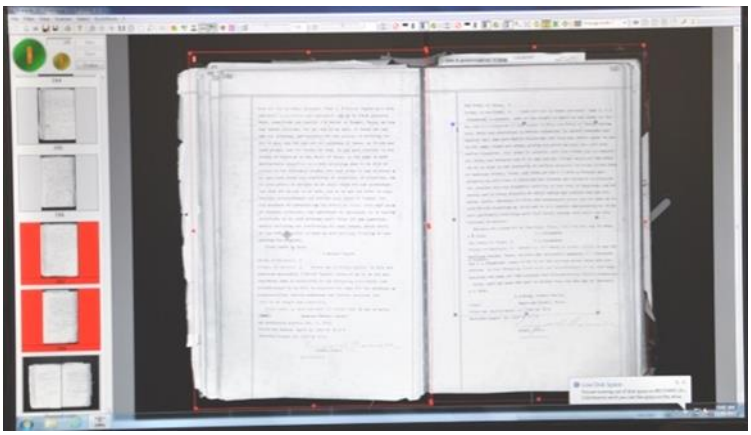
This software automatically detects and compensates for a scanner's variances or for variances from multiple scanners or those of different types. The Assured Image delivers consistent, high-quality output.

IMAGE PERFECT uses custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing. Kofile maintains 100% document integrity and image control with exclusive Image Locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

During the image repair process, *IMAGE PERFECT* allows repair of the currently displayed image without rescanning. This eliminates the need to rescan additional images that could compromise image integrity. Images are zonal enhanced to improve readability.

Quality Targets (see pictured) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. The *Quality Target* serves as the foundation for our quality assurance analysis. *IMAGE PERFECT* measures each image at a minimum for the following attributes:

- Target dpi
- Target Tone scale and correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data



Quality Targets permit operators to view image quality at the time of the scan. Images, even with scanning on different devices, are "normalized" as if they were from the same scanner. Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. The Quality Targets establish the baseline digital capture quality of the scanner at the time of scanning.



Examples of imaging before (L) and after (R) image cleanup and enhancements.

If requested, annotations are supported to allow the electronic addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.

If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

Quality Control (QC)

Our Quality Control (QC) process ensures that all images are certified. Each and every image is sight checked during QC. Each page is checked to ensure there are no missing pages, double feeds, and or "A" pages, which may have been added to the original book. Every image is inspected before delivery to the customer. The County Clerk can receive an image log noting the steps employed.

Kofile's quality assurance processes involve three major thresholds for 100% review inspection: during preparation, during scanning, and during a post-scanning review. Then, work undergoes a statistical, random, batch-based review of 8% of the inventory before delivery. The three checkpoints for 100% review and the batch-based 8% review establish the control levels for inspection of the finished product.

PROJECT OVERVIEW

This project is presented via Kofile's **TXMAS Contract No. TXMAS-18-3602**. Please reference Kofile's contract number on the County's purchase order.

Without a signed agreement, prices are good for 360 days. *All pricing is based on estimated page counts and conditions. Pricing will be finalized upon full assessment and review at the Kofile lab. Final billing occurs on actuals per mutually agreed upon pricing; not to exceed the P.O. without written authorization.*

WILLIAMSON COUNTY CLERK PROJECT OVERVIEW					
RECORDS SERIES	VOLUME	PAGE COUNT	NOTES	LEVEL OF SERVICE	PRICE QUOTE
Probate Docket County Court		400	Volume contains 10 laminated pages.	PRV/IM	$2,460.35
Notary Public Bonds	1	364		PRV/IM	$2,173.79
Notary Bond Record	2	322		PRV/IM	$1,954.96
Bond Record Notary	3	346		PRV/IM	$2,066.29
Official Bond Notary Public	4	388		PRV/IM	$2,317.11
Official Bond Notary Public	5	594		PRV/IM	$3,547.33
Execution Docket County Court		346		PRV/IM	$2,066.29
Execution Record	2	322		PRV/IM	$1,922.96
Execution Docket	3	318		PRV/IM	$1,899.08
Execution Record	4	340		PRV/IM	$2,030.46
Execution Record County Court	5	542		PRV/IM	$3,236.79
Record of Declaration	1	40		PRV/IM	$801.19
				PROJECT TOTAL	$26,476.60

COUNTY ACCEPTANCE

_____ _____

Signature/Title of Authorized County Representative *Date*

These records will receive the following services, as identified and appropriate.

(PRV) Preservation—Conserve, Treat, Mend & Repair, Deacidify, Encapsulate, Bind, & Re-house

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary in our Conservation Laboratory.
- Dismantle binding of the volumes by hand.
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Sheets are flattened as necessary. Flattening is mechanical, steam, or by ultrasonic humidification.

- Remove any non-archival repairs, adhesives, residual glues, or fasteners *to the extent possible without causing damage to paper and inks.*
- *Special Services: Removal of Lamination*—Particular care must be taken to prevent tearing remove lamination. Careful testing at our lab determines the possibility removing the laminated binding reinforcements. In a small percentage of cases, the adhesive resists removal by the proprietary solvent solution, and it cannot be removed without damaging the paper or ink. If conservators cannot remove the laminate safely, Kofile will contact the client directly, and the lamination will remain.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials. Sheets are mended with either Japanese tissue and methyl cellulose adhesive or Filmoplast® R (an acrylic-based, heat set tissue). Japanese paper used is often Kozo paper, in both natural and white finish because of its strength and transparent nature after application.
- Deacidify each side of each sheet with Bookkeepers™, a commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures a pH of 8.5 with a deviation of no more than ± .5.
- Encapsulate sheets in *Lay Flat Archival Polyester Pockets*™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Pocket dimensions match the "book block", with a 1¼" margin.
- Re-bind in custom-fitted and stamped *Heritage Recorder* binders. A volume may return split, depending on page count. A dedication/treatment report is included in the binder. Index tabs are repaired or replaced, as necessary.
- Imprint binder to match previous work per the direction of the County Clerk (to include County seal).

(IM) Archival Digitization—Image Capture, Processing, & Enhancements

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and illegibility. Gray-scale ensures optimum resolution for each page.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format. [multi-page]
- IMAGE PERFECT is Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Image cropping, as applicable.
- Images are named (tagged for the directory file structure) by Book, Volume, and Page.
- Page Validation (automated PG. numbering for validation).
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges.
- If requested, annotations are supported to allow the electronic addition (either custom or Book/Volume/Page) on the re-created image to assist in recording keeping.
- Multi-level Quality Control (QC) for data and images. Each image is certified and sight-checked to ensure there are no missing pages, double feeds, and to account for "A" pages (added to the original).
- The County receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.

Other Included Services:

- Kofile can store electronic copies off-site as disaster recovery backups. All data is solely the property of the County, and Kofile does not sell or grant unauthorized access to the County's records or data.

TXMAS REPORTING & BILLING LINE ITEMS

Upon purchase of a TXMAS project, the County reports the order on the TxSmartBuy System <www.txsmartbuy.com/>. *Williamson County's CO-OP Listing per the Texas Comptroller of Public Accounts' (CPA) website:*

Kofile can prepare a 'Shopping Cart' in TxSmartBuy and 'share' it with the County to complete its purchase. Additional line items may be added upon review at the Kofile lab.

STATE OF TEXAS CO-OP MEMBER LISTING FOR WILLIAMSON COUNTY	
Link	https://comptroller.texas.gov/auto-data/purchasing/co-op/c2552.php
CO-OP #	C2460
Contact	Joy.simonton@wilco.org
Expiration	5/31/21

PROJECT INVENTORY & ITEMIZED PRICING

The following details the project inventory and itemized pricing per volume and level of service. Pricing will be finalized upon review of inventory at the Kofile lab.

TXMAS-18-3602 BILLING LINE ITEMS					
PART NO.	NIGP	DESCRIPTION	UNIT PRICE	QTY.	LINE TOTAL
PRV704	92672	Record Book Preservation, Archival Imaging, and Microfilm by Page	$5.90	4,282	$25,263.80
PRV708	92672	Record Book Preservation, Archival Imaging, Microfilm by Volume	$801.19	1	$801.19
PRV716	92672	Additional/Special Conservation Treatments Per Hour	$152.28	2.70298	$411.61

PRESERVATION PROJECT TIMELINE

Kofile's Facility in Dallas, TX, is highly capable to successfully and timely complete this project. Kofile does not seek work that it cannot professionally complete within a reasonable and agreed-upon time schedule. This statement can be verified by references (provided upon request). Kofile works with the client's and any budget or timing constraints to ensure that the project is completed to satisfaction. Projects run 14 to 18 weeks. Pickup and delivery is pre- arranged with the client prior to the project start.

Preservation projects are unique in that the work determines the schedule, response times, and completion date. Each job is individual and unique. The condition of the record determines how quickly it moves through preservation. Usually, older records suffer from extreme deterioration and require more attention. As the collection is processed in controlled batches and the age of the records decreases, production rate increases.

ACCESSABILITY OF RECORDS

Records held at Kofile are viewed as private and confidential and treated as such. Williamson County is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed the County's requirements.

Please let us know if you have any questions.

Sincerely,

Billy Gerwick

Billy Gerwick
Account Executive

rmh

Commissioners Court - Regular Session **13.**

Meeting Date: 11/09/2021

Konica Minolta Business Solutions USA Inc. Copier Lease Agreement for Juvenile Justice Center

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a lease agreement between Konica Minolta Business Solutions USA, Inc and Williamson County for a copier lease for sixteen (16) copiers in the amount of $1,362.00 per month, pursuant to DIR contract #DIR-CPO-4439 and authorizing the execution of the agreement.

Background

Approval of this lease will support the operations of the Williamson County Juvenile Justice Center offices. This lease is for 60 months at a rate of $1,362.00 per month for all 16 copiers and will begin in 01/22. The attached lease agreement details all the information regarding each copier and the copy amounts allowed per month per copier and overage charges. This expenditure will be charged to 01.0100.0576.4621. Legal and Contract Audit have reviewed this agreement. Budget and Audit have approved this agreement. The department contact is Ashley Culin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Konica Minolta Redacted Lease with Juvenile Justice 11.9.21

DIR Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 09:30 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 09:35 AM
Form Started By: Mary Watson		Started On: 11/03/2021 10:55 AM
Final Approval Date: 11/04/2021		

DocuSign Envelope ID: [redacted]

Texas DIR

Contract # DIR-CPO-4439
Appendix E Master Lease Agreement

Supplementary Schedule for Master Lease

CUSTOMER BILL - TO INFORMATION *(Separate schedules must be completed for each billing location.)*

LEGAL COMPANY NAME			DEPARTMENT NAME
WILLIAMSON COUNTY			JUVENILE JUSTICE CENTER
STREET ADDRESS / P.O. BOX			BLDG / ROOM / SUITE
200 WILCO WAY			
CITY	STATE	ZIP	BILLING CONTACT NAME
GEORGETOWN	TEXAS	78626	ASHLEY CULIN
BILL-TO PHONE NUMBER*	FAX NUMBER		FEDERAL TAX I.D. NUMBER
(512) 943-3213			

CUSTOMER INSTALLATION LOCATION *(Separate schedules must be completed for each billing location.)*

LESSEE LEGAL NAME			DEPARTMENT NAME
WILLIAMSON COUNTY			JUVENILE JUSTICE CENTER
STREET ADDRESS / P.O. BOX			BLDG / FLOOR / ROOM / SUITE
200 WILCO WAY			
CITY	STATE	ZIP	CONTACT NAME
GEORGETOWN	TEXAS	78626	
PHONE NUMBER		FAX NUMBER	

MAKE/MODEL NO./ACCESSORIES — SERIAL NO.

QUANTITY (4) BIZHUB 350I + DF-714 MODELS WITH THE FOLLOWING ACCESSORIES: PC-416 CABINET, FS-539, RU-513 RELAY UNIT,

PK-524 2/3 PUNCH UNIT FOR FS-539, ESP DIAGNOSTIC POWER FILTER 120V/15A, BIZHUB SECURE

QUANTITY (1) BIZHUB C550I WITH THE FOLLOWING ACCESSORIES: PC-416 CABINET, FS-539, RU-513 RELAY UNIT, PK-524 2/3 PUNCH UNIT FOR FS-539, ESP DIAGNOSTIC POWER FILTER 120V/15A,

BIZHUB SECURE

QUANTITY (7) BIZHUB 4050I WITH THE FOLLOWING ACCESSORIES: 2 EA. PF-P21, DK-P05 COPY DESK, ESP DIAGNOSTIC POWER FILTER 120V/15A,

BIZHUB SECURE MFP SMALL

QUANTITY (4) BIZHUB 4050I WITH THE FOLLOWING ACCESSORIES: ESP DIAGNOSTIC POWER FILTER 120V/15A, BIZHUB SECURE SMALL MFP

INCLUDES UPGRADE OF CONTRAC[redacted]

See attached schedule for additional Equipment / Accessories

TERM AND PAYMENT SCHEDULE

60 *(mos.)* Monthly Payments of $ 1,362.50 *(plus applicable taxes)*

☑ FMV ☐ $1.00 Out

THIS SUPPLEMENTARY SCHEDULE INCORPORATES ALL OF THE TERMS & CONDITIONS OF THE MASTER LEASE AGREEMENT FOR THE LEASE OF EQUIPMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

DATED	LESSOR	SIGNATURE	PRINT NAME
10/27/2021	**Konica Minolta Business Solutions USA, Inc.**	DocuSigned by: 8FF348BCCFD547D...	Harrison Harpole

CUSTOMER ACCEPTANCE

DATED	FULL LEGAL NAME	SIGNATURE / TITLE	PRINT NAME
		X	

DocuSign Envelope ID: [redacted]

KONICA MINOLTA

Maintenance Agreement

Customer Information

	Sold to Acct #:	Payer/Bill to Acct #:	Ship to Acct #:
Name:	WILLIAMSON COUNTY JUVENILE CENTER	WILLIAMSON COUNTY JUVENILE CENTER	WILLIAMSON COUNTY JUVENILE CENTER
Attn/Dept:			
Ste/Rm:			
Address:	200 WILCO WAY	200 WILCO WAY	200 WILCO WAY
City:	GEORGETOWN	GEORGETOWN	GEORGETOWN
State:	TX	TX	TX
Zip:	78626	78626	78626

Tax Exempt Customer? ☒ Yes ☐ No Tax Exemption Number: Tax Exemption Certificate must be attached when applicable.

PO Required? ☐ Yes ☒ No PO Number: PO Expiration Date: PO must be attached when applicable.

☐ Individual PO ☐ Blanket PO PO Contact: Email: Ph:

Fleet Manager? ☐ Yes ☒ No Name: Email: Ph:

Coverage / Billing Options

Coverage Options:

MFP	Wide Format
Select Options:	Select Options:
☒ Supply Inclusive	☐ Toner (Black Only)
☐ After Hours Service - Requires After Hours Agreement	☐ 20lb Bond Roll Paper
☒ Decline Digital Connected Support*	☐ Decline Digital Connected Support*

* Digital Connect Support will be added automatically billed at $12.00 per serial number monthly, unless declined above.

Billing Options:

	MFP	Wide Format
Initial Term in Months:	☐ 36 ☐ 48 ☒ 60 ☐ Other ____	☐ 36 ☐ 48 ☐ 60 ☐ Other ____
Flat Rate Frequency:	☒ Monthly ☐ Quarterly ☐ Annually	☐ Monthly
Meter Frequency:	☒ Monthly ☐ Quarterly ☐ Annually	☐ Monthly
Aggregate Volume:	☒ B/W ☒ Color	

All Devices

Effective Date: ☒ On Install ☐ Date: ____

Billing Day: ☒ Selected by KMBS ☐ Preferred Day: ____ (29th, 30th, and 31st are not an available selection)

Internal Use

MA #:

Maintenance Pricing

MFP

Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate $	Cost Per Copy Rate $	Start Meter	Sub Fleet	Price Plan
1	BIZHUB 360I + DF-714		Color						
			B/W			0.00800			
2	BIZHUB 360I + DF-714		Color						
			B/W			0.00800			
3	BIZHUB 360I + DF-714		Color						
			B/W			0.00800			

☒ Additional Equipment on Schedule B

Wide Format

Item	Model Description	Serial Number	Type	Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate $	Cost Per Square Foot Rate $	Start Meter	Sub Fleet	Price Plan
1			Color						
			B/W						

☐ Additional Equipment on Schedule C

Comments

NEW STATIC AGGREGATE - B/W & COLOR -- BW MONTHLY TOTAL FLEET VOLUME : 60000, BW MONTHLY TOTAL BASE $: 480.00, BW CPC RATE : 0.00800
COLOR MONTHLY TOTAL FLEET VOLUME : 3500, COLOR MONTHLY TOTAL BASE $: 157.50, COLOR CPC RATE : 0.04500

For Internal Use

Maintenance: ☐ with Equipment Order ☐ Maintenance Only ☐ Billed by KMBS ☐ Billed by Lease Company ☐ Dealer Serviced

	Sales Rep Number	Sales Rep Name	Sales Rep Email Address
Originating:	121401	MICHAEL RESA	MRESA@KMBS.KONICAMINOLTA.US
Order Taking:	121401	MICHAEL RESA	MRESA@KMBS.KONICAMINOLTA.US
Servicing:	121401	MICHAEL RESA	MRESA@KMBS.KONICAMINOLTA.US

Sales District: 38602

Processed: ☐ Branch ☒ Windsor

DocuSign Envelope ID: [redacted]

KONICA MINOLTA

Maintenance Agreement
Additional Equipment - Schedule B

Maintenance Pricing									Internal Use MA #:	
MFP				Monthly Minimum Volume	Monthly Flat Rate $	Cost Per Copy Rate $	Start Meter		Sub Fleet	Price Plan
Item	Model Description	Serial Number	Type							
1	BIZHUB 360I + DF-714		Color							
			B/W			0.00800				
2	BIZHUB C550I		Color			0.04500				
			B/W			0.00800				
3	BIZHUB 4050I 42 PPM A 4 MFP		Color							
			B/W			0.00800				
4	BIZHUB 4050I 42 PPM A 4 MFP		Color							
			B/W			0.00800				
5	BIZHUB 4050I 42 PPM A 4 MFP		Color							
			B/W			0.00800				
6	BIZHUB 4050I 42 PPM A 4 MFP		Color							
			B/W			0.00800				
7	BIZHUB 4050I 42 PPM A 4 MFP		Color							
			B/W			0.00800				
8	BIZHUB 4050I 42 PPM A 4 MFP		Color							
			B/W			0.00800				
9	BIZHUB 4050I 42 PPM A 4 MFP		Color							
			B/W			0.00800				
10	BIZHUB 4050I 42 PPM A 4 MFP		Color							
			B/W			0.00800				
11	BIZHUB 4050I 42 PPM A 4 MFP		Color							
			B/W			0.00800				
12	BIZHUB 4050I 42 PPM A 4 MFP		Color							
			B/W			0.00800				
13	BIZHUB 4050I 42 PPM A 4 MFP		Color							
			B/W			0.00800				
14			Color							
			B/W							
15			Color							
			B/W							
16			Color							
			B/W							
17			Color							
			B/W							
18			Color							
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19			Color							
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22			Color							
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23			Color							
			B/W							
24			Color							
			B/W							
25			Color							
			B/W							
26			Color							
			B/W							
27			Color							
			B/W							
28			Color							
			B/W							

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Konica Minolta Business Solutions U.S.A., Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Konica Minolta Business Solutions U.S.A., Inc. (hereinafter "Vendor"), with its principal place of business at 100 Williams Drive, Ramsey, NJ 07446.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix D, Master Operating Lease Agreement; Appendix E, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix D or

Appendix E, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (*.75%*). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to

Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Desiree Mendro
Konica Minolta Business Solutions U.S.A., Inc.
1595 Spring Hill Drive, Suite 410
Vienna, VA 22182
Phone: (703) 637-1527
Facsimile: (703) 506-1257
Email: statebids@kmbs.konicaminolta.us

7. Leasing Agreements

A. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix D of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

B. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix E of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

C. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Section 5 Intellectual Property Matters. A. Definitions, 1. Work Product, is hereby replaced in its entirety:

A. Definitions:

1) The parties do not anticipate that any intellectual property will be created as a result of this contract since this is not a work for hire contract. However, in any case that intellectual property is created, the following terms shall apply:

"Work Product" means any and all deliverables produced by Vendor solely and exclusively for Customer under a Statement of Work issued pursuant to this Contract, including *a*ny and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract by Vendor solely and exclusively for Customer pursuant to this Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer

software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived solely and exclusively for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

(Remainder of this page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Konica Minolta Business Solutions U.S.A., Inc.

Authorized By: Signature on File

Name: Jack Dixon

Title: Contracts Manager

Date: 10/02/2019

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 10/04/2019

Office of General Counsel: Signature on File: 10/04/2019

Commissioners Court - Regular Session **14.**

Meeting Date: 11/09/2021

Economic Development Program Services with Cogitare Global LLC

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving agreement for Economic Development Program Services with Cogitare Global, LLC with an hourly rate of $105.00 and a not-to-exceed amount of $35,000, exempting the provided services from the competitive bidding proposal requirements per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024.(a)(4) [a Personal or Professional Service], and authorizing execution of the agreement.

Background

The scope of this service agreement includes Information Acquisition, Identification of Cost, Revenue & Level of Service Factors, Confirmation of Fiscal Impact Tool and Analysis Factors, Drafting of Economic Development Policy for Williamson County, and Assistance with Proposed Economic Development Projects. Department Contact: Commissioner Russ Boles. Currently unbudgeted, the Budget Office's potential funding recommendation is 01.0100.0494.004100 for Professional Services that could be utilized for this agreement with Commissioners Court approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 05:09 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:16 AM
Form Started By: Kerstin Hancock		Started On: 11/03/2021 03:26 PM
Final Approval Date: 11/04/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
ECONOMIC DEVELOPMENT PROGRAM SERVICES

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

THIS SERVICES CONTRACT FOR ECONOMIC DEVELOPMENT PROGRAM SERVICES (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Cogitare Global, LLC, a Texas Limited Liability Company, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain economic development program services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the Scope of Services set forth in Exhibit "A", attached hereto and incorporated herein for all purposes ("Services").

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

II.

Completion: The Services shall be commenced and completed within the time periods set forth in Exhibit "A". Service Provider shall commence the Services upon instruction to do so from the County's POC. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III.

Compensation: Service Provider will be compensated based on an hourly rate of **$105.00** per hour. The amount of compensation paid to Service Provider under this Contract shall not exceed **$35,000.00**, unless increased by written amendment executed by both parties hereto. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

V.

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.

VI.

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

VII.

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.

VIII.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving fifteen (15) days written notice thereof.

IX.

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.

X.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue for four (4) years thereafter unless otherwise terminated pursuant to this Contract. Following the initial four (4) year term, this Contract may be extended for an additional four (4) year term upon written agreement of the parties.

XI.

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.

XII.

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

XIII.

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.

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

Non-exclusive: This agreement is non-exclusive and does not preclude County from utilizing like services from another service provider.

XVII.

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.

XVIII.

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

XIX.

Point of Contacts: Each party shall identify a point of contact (POC) responsible for the implementation of this Contract, including resolution of any issues that may arise during the performance of the tasks envisioned. The Service Provider will provide at least one update each month to the County's POC. County will assist the Service Provider in the execution of the tasks associated with the Services. The Service Provider will execute any confidentiality, nondisclosure agreement, or other document necessary to provide services relevant to the Scope of Work outlined in this Project.

XX.

Entire Contract: 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.

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
	Cogitare Global, LLC
_____	_____
Authorized Signature	Authorized Signature
_____	Ben Ramirez III
Printed Name	Printed Name
_____	CEO
Title	Title
Date: _____ ___, 20___	Date: November 3, 2021

EXHIBIT "A"

SCOPE OF SERVICES

Project Approach

Williamson County, Texas is well-positioned for tremendous growth. Its favorable budgetary conditions and unique character have contributed to its recent ranking as the fourth fastest-growing, large county in America. County representatives work hard to ensure future economic development projects will continue to be analyzed to ascertain the anticipated fiscal benefits of those projects. As a partner with other local and state governmental units and economic development agency stakeholders, the County seeks to determine whether any future expenditures are properly forecast, thereby maintaining competitive tax rates and the high-level of service its residents deserve.

When considering the fiscal sustainability of a proposed investment project, it is important to examine several conditions which will change over time and will stretch beyond the initial year of the investment. These changing conditions must also be measured along with the County's plans for infrastructure investment in public safety, transportation, recreation, and other services. As a result, the County will evaluate the fiscal impact of various economic development projects on a case-study and marginal cost basis.

The County could benefit from establishing a point of contact for economic development projects. This point of contact would assist with data collection, examination, fiscal impact projections, and presentations when projects are submitted to the County for consideration. Additional assistance could include continued outreach to community stakeholders while ascertaining the need for an updated County economic development policy.

Scope of Work

The following tasks are intended to effectively address the County's needs, as outlined above, and establish a framework for future economic development initiatives.

Task 1: Information Acquisition

Meet with County staff and economic development stakeholders to review and discuss project goals, schedule, and expectations. Identify and collect economic development data, forecasts, and conduct any analyses which will assist the County with future economic development projects. Identify any relevant policies and begin acquiring recommendations, if any, for an updated economic development policy.

Task 2: Identify Cost, Revenue & Level of Service Factors

Work with County staff and economic development stakeholders to ascertain the existing and future plans for County-wide levels of service, infrastructure availability, and capacity.

Identify and explain reasonable estimates of the change in revenues through economic development projects and the resulting increases in tax revenues and service requirements. Examine the estimated costs and potential challenges for providing services and/or facilities, thereby enabling an informed decision to select between the use of an average cost or case-study and marginal cost analysis. Establish an analysis model to ensure the County will continue to achieve sustainable economic development while preserving its history and character.

Task 3: Confirm Fiscal Impact Tool and Analysis Factors

Ensure data inputs are available for use in a comprehensive fiscal impact analysis tool for residential and nonresidential land use projects. For residential land use projects, factors might include persons per household, lot size, assessed value, street frontage, vehicle trips, public safety, court system, recreation/parks, water and sewage, among other costs. For non-residential land use projects, factors might include employment expectations, street frontage, vehicle trips, public safety, courts, recreation/parks, water and sewage, among other costs.

County representatives will consider utilizing a fiscal impact analysis tool to assist with the economic development decision-making process. For example, the LOCI™ software application was developed in 1999 to assist local communities decide how much additional public support to dedicate to an economic development project. LOCI™ provides an economic development project's anticipated annual costs and benefits data forecasts for up to 20 years. The software analysis enables a community to take advantage of economic development opportunities without compromising its ability to maintain the level and quality of government services needed for future growth while meeting the needs of its citizens. LOCI™ is licensed annually by many local government entities and economic development organizations. The annual subscription rate for community populations over 500,000 is $3,000. http://www.lociapp.com/license.html

Task 4: Prepare a Draft Economic Development Policy for Williamson County

Draft and present an economic development policy for the fourth fastest-growing county in Texas. Other counties in Texas have adopted economic development policies. These policies assist elected officials, staff, and stakeholders as they work to diversify their economies and increase revenues.

Task 5: Assistance with Proposed Economic Development Projects

Upon written request by County's POC, Service Provider will assist County with assessing and analyzing specific economic development projects proposed during the term of this Contract, to include meeting with County staff and economic development stakeholders to review and discuss proposed project goals, schedule, and expectations, identify and collect economic development data, forecasts, and conduct any analyses which will assist the County with such specific economic development projects using the tools and analysis factors set out in this Scope of Services.

Proposed Timeline and Costs

The following constitutes the parties' anticipated timeline and costs associated with each task:

PROJECT TIMELINE

TASKS	COMPLETION DATE	MEETINGS	DELIVERABLES
Task 1: Information Acquisition	December-January 2021	5	Ascertain and report on the availability of existing data and forecasts on economic development initiatives.
Task 2: Identify Cost, Revenue& Level of Service Factors	January-February 2022	3	Economic development forecast memorandum which outlines cost, revenue, and level of service factors.
Task 3: Confirm Analysis Factors and Fiscal Impact Tool for Economic Development Projects	February - March 2022	3	Recommend the appropriate methodologies and cost factors as well as the fiscal impact analysis tool to be utilized to assess future projects.
Task 4: Prepare Draft Economic Development Policy for Williamson County	March 2022	5	Recommend and present a draft economic development policy.
Task 5: Assistance with Proposed Economic Development Projects	TBD	TBD	

PROJECTED COSTS

Tasks	Hourly Rate	Hours	Total
Task 1: **Information Acquisition**	$105	18	$1,890
Task 2: **Identify Cost, Revenue & Level of Service Factors**	$105	18	$1,890
Task 3: **Confirm Analysis Factors and Fiscal ImpactTool for Economic Development Projects**	$105	18	$1,890
Task 4: **Prepare Draft Economic Development Policy for Williamson County**	$105	18	$1,890
	Est. Totals of Tasks 1-4:	**72**	**$7,560**
Task 5: **Assistance with Proposed Economic Development Projects**	$105		Subject to the not-to- exceed compensation of the Contract

Commissioners Court - Regular Session **15.**

Meeting Date: 11/09/2021

Digital Flat Panel Signage from Infax for Courtroom 2020

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the quote from Infax for an Infax Digital Signage Software and Services System display for the new courtroom, including one (1) year maintenance of $6,624.00, exempting this purchase from the competitive bidding requirement under Texas Local Government Code 262.024(a)(7)(D) (captive replacement parts or components for equipment) and authorizing the execution of this quote and the attached Addendum. The funding source is P515.

Background

Williamson County has previously purchased the overall electronic docket monitor system and this is for the purchase of additional equipment for the system including a one-year maintenance plan. Legal and Contract Audit have reviewed this agreement. Budget and Audit have approved for FY22. The Department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Infax Redacted Addendum 11.9.21

Infax Quote 11.9.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 05:03 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:08 AM
Form Started By: Mary Watson		Started On: 11/01/2021 10:28 AM
Final Approval Date: 11/04/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR
ELECTRONIC DOCKET
DISPLAY SYSTEM
(New Courtroom)
(Infax, Inc.)

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, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Infax, Inc.** (hereinafter "Infax, Inc."). Customer agrees to engage Infax, Inc. as an independent contractor, to assist in providing certain operational goods and 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. Infax, Inc. Quote # [redacted] Williamson County Justice Center Project; and
B. This Williamson County Addendum.

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

II.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall

Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

III.

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

IV.

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

V.

Good Faith: Infax, Inc. agrees to act in good faith in the performance of the contract relevant to this addendum.

VI.

Payment: Infax, Inc. will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Infax, Inc. shall be capped and not-to-exceed **$6,624.00** for the specific project. Any changes to this amount must be made by change order or addendum 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.

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

VII.

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

VIII.

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

IX.

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.

X.

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:	INFAX, INC.:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: November 1, 2021

October 20, 2021

DeAnna Saucedo
Justice Technology Manager
Williamson County Courts
151 Wilco Way
George Town, TX 78626

RE: Price Quotation for a Infax Digital Signage Software and Services System – Courtroom 2020

VIA EMAIL: dsaucedo@wilco.org

Dear Mrs. Saucedo

Infax, Inc. is pleased to offer this price quotation for an Infax Electronic Docket Display System for the Williamson County Courts. We appreciate your interest in the Infax Judicial Suite and look forward to working with you on this project.

If you would like to purchase this system as quoted, please provide Infax with a purchase order. Feel free contact me directly if you have any questions or concerns.

Sincerely,

Jana Lattimore
National Director of Sales and Business Development, Judicial
jlattimore@infax.com
Direct:678.533.4035
5900 Windward Parkway Suite 525
Alpharetta, Georgia 30005

TXWCC5257 Rev 2

TXWCC5257 Rev 2 - Williamson County Court- Courtroom 2020

Electronic Docket and Information Display System Scope of Work

Infax, Inc. will provide the following equipment and services for this project:

- Provide, configure and install Infax Display license for (1) Display
- Provide, deliver and Install Infax SQL Express Server.
- Provide, deliver (1) 32-inch Commercial flat panel displays
- Provide, deliver (1) Ceiling mount brackets for the 32 -inch display
- Provide, deliver (1) Digital Display controllers for 32-inch displays
- Provide and deliver (1) 3ft. HDMI cables
- Provide and deliver (1) 3ft. Patch cables
- Provide standard ground freight and insurance for product delivery to (1) project site.
- Provide software configuration services for system implementation, page creation and digital display controller configuration
- Provide all Infax labor for On-Site installation supervision
- Provide project management services
- Basic -1 Year support agreement, paid annually. *Included in total base price.

Total Base Price:	$6,624.00
Optional (3) Year Basic Support instead of 1 year- **Total Base Price:**	$7,499.00

- Sales Tax is not included in total but will be added to invoice if applicable.
- Infax provided hardware will be covered under the manufacturer's warranty.

CONFIDENTIAL AND PROPRIETARY

The contents of this material are confidential and constitute Infax's trade secrets. Unauthorized use, disclosure, or reproduction is strictly prohibited

Thank you for your business!

Terms and Conditions:

- Quotation valid for 30 days
- Quotation is subject to change based on any modifications to the scope of work
- Payment terms Net 30 days from shipment
- Hardware and software to be invoiced as shipped
- Installation will be invoiced upon completion or monthly
- Purchaser responsible for all shipping costs
- Shipping to one (1) location only
- Hardware availability from suppliers is valid for 60-90 days after receipt of order
- Total base price includes an Infax basic system support agreement, which starts 90 days after system acceptance; first 90 days are provided at no charge
- Content licenses are valid for the duration of the initial system support
- Court is responsible for providing data from the case management system
- Infax System requires each monitor location to have CAT5 or CAT6 network and power connectivity
- Infax requires VPN Access to the court's network to provide support for the Infax system
- Infax Suite system will reside on the courts existing network
- Infax provided hardware will be covered under the manufacturer's standard warranty
- All installations will be scheduled in advance and with consent of client
- Additional trip charges will apply if installation locations are not ready when installer arrives (if applicable)
- It is the client's responsibility to ensure that all client provided hardware meets all Infax hardware requirements.
- Client provided hardware will not be supported by Infax.
- Client provided monitors will require an Infax provided controller.
- Restocking fee equivalent to 25% of purchase price applies to any returned hardware

Exclusions:

- Sales Tax
- Server rack
- Server rack enclosure
- Server
- SQL
- On-site monitor installation (if applicable)
- Monitor hardware
- Monitor brackets
- Monitor enclosures
- Wireless adapters
- Wireless network
- Custom millwork or cabinetry including free standing structure and framework
- Electrical, conduit and data cabling
- Floor fastening, concrete anchors & anchoring bolts
- Payment and Performance Bond
- Removal of any items prohibiting monitor installation
- Union subcontractors
- Fees and Permits if Applicable
- Additional locations other than listed
- Additional content licenses other than listed
- Language translation of external website

Commissioners Court - Regular Session **16.**

Meeting Date: 11/09/2021

Presidio Vmware Horizon License Renewal for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quote from Presidio for Vmware Horizon license renewals in the amount of $45,270.60 pursuant to DIR contract #DIR-TSO-3926, and authorizing execution of the quote.

Background

Approval of this item will support the operations of the Williamson County Information Technology Systems Department. Quote is attached outlines the details of the Vmware Horizon license renewal for one year. Vmware Horizon enables a digital workspace with efficient delivery of virtual desktops and applications that equips workers anywhere, anytime and on any device for remote work. IT, legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to 01.0100.0503.004505. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 05:38 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:12 AM
Form Started By: Erica Smith		Started On: 11/02/2021 02:07 PM
Final Approval Date: 11/04/2021		

PRESIDIO™

QUOTE: [redacted]

DATE: 10/20/2021

TO:

Williamson County
Rory Tierney
301 SE Inner Loop Suite 106
Georgetown, TX 78626

rory.tierney@wilco.org
(p) (512) 943-1457

FROM:

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

Customer#: WILLI035

Contract Vehicle: Te[redacted]0-3926 Carahsoft Emergency Preparedness Hardware and Related Services

Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Vmware Horizon Renewal
Comments: VMware Horizon Licenses Renewal

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
1	HZ8-ENC-10B1-1Y-TLSS-UG-C	TERM UG HRZN ENT PERP TO HRZN LICS 8 ENT TERM 10 CC USER 1YR TL **Comments:** 12 month renewal	$1,526 00	$1,358 36	30	10.99 %	$45,780.00	$40,750.80
2	FUS12-PRO-C	VMware Fusion 12 Pro, ESD **Comments:** 12 month renewal	$199 00	$177.14	10	10.99 %	$1,990.00	$1,771.40
3	FUS-PRO-P-SSS-C	VMware Support and Subscription Production - Technical support - emergency phone consulting - 1 year - 24x7 - for VMware Fusion Professional Edi ion (v. 7) - minimum 10 license purchase **Comments:** 12 month renewal	$50 00	$48 85	10	2.30 %	$500.00	$488.50
4	WS16-PRO-C	VMware Workstation 16 Pro for Linux and Windows, ESD **Comments:** 12 month renewal	$199 00	$177.14	10	10.99 %	$1,990.00	$1,771.40
5	WS-PRO-P-SSS-C	Produc ion Support Coverage VMware Workstation 16 Pro for Linux and Windows, ESD **Comments:** 12 month renewal	$50 00	$48 85	10	2.30 %	$500.00	$488.50

Total List Price:	**$50,760.00**
Sub Total:	**$45,270.60**
Grand Total:	**$45,270.60**

PRESIDIO™

QUOTE: [redacted]
DATE: 10/20/2021

This quote is governed by Terms and Conditions of Texas D R-TSO-3926 Contract.
[redacted]
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-3926
[redacted]
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Commissioners Court - Regular Session **17.**

Meeting Date: 11/09/2021

LE Drop Center (418P) Chasco Change Order 1

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Chasco Constructors, Change Order No. 1 for the Williamson County LE Drop Center (418P). This change order is for additional scope items not included in the original lump sum price due to ongoing revisions. This is a no cost change order with funding from “Scope Remaining to Procure” from the schedule of values.

Background

This change order is for additional services added to the original scope of work. There is no additional cost nor additional days added to substantial completions. Department point of contact is Tom Stanfield. On October 19, 2021, the Williamson County Commissioners Court granted Tom Stanfield, Williamson County Facilities Senior Project Manager, with general authority to approve change orders up to $50,000 in relation the Williamson County LE Drop Center, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chasco CO1-LE Drop

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:20 AM
Form Started By: Wendy Danzoy		Started On: 11/04/2021 07:38 AM
Final Approval Date: 11/04/2021		

AIA® Document G741™ – 2015

Change Order for a Design-Build Project

PROJECT *(Name and address)*: Williamson County L.E. Drop Center Georgetown, TX	**CHANGE ORDER NUMBER:** 1 **DATE:** 11/1/2021	OWNER: ☒ DESIGN-BUILDER: ☒
TO DESIGN-BUILDER *(Name and address)*: Chasco Constructors, Ltd., L.L.P. 2801 East Old Settlers Blvd. Round Rock, Texas 78665	**OWNER'S PROJECT NUMBER:** **DESIGN-BUILD CONTRACT DATE:** September 14, 2021 **DESIGN-BUILD CONTRACT FOR:** Williamson County	ARCHITECT: ☐ FIELD: ☒ OTHER: ☐

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)
Refer to attached Change Proposal CP-001

The original Contract Sum was	$	950,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	950,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	950,000.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is 11/30/2021

NOTE: This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

Chasco Constructors, Ltd., L.L.P. **DESIGN-BUILDER** *(Firm name)*	Williamson County, Texas **OWNER** *(Firm name)*
2801 East Old Settlers Blvd. Round Rock, Texas 78665 **ADDRESS**	3101 SE Inner Loop Georgetown, TX 78626 **ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Beth Carpenter *(Typed name)* 10/29/2021 **DATE**	Tom Stanfield *(Typed name)* 10/29/21 **DATE**

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User Notes:
(3B9ADA56)

CHASCO CONSTRUCTORS

Change Proposal Pricing Sheet
Wilco LE Drop Center
Chasco Project No: 21113
21130
01 November 2021

Chasco CP No:	**CP-001**
Arch. PR No:	**CP-000**

Scott Badgett

Description: Additional Scope items not included in the original lump sum price due to ongoing revisions

ITEM	Cost code	DESCRIPTION		Unit	TOTAL
1		Add for Pre-Construction Services	1	ls	$ 16,500
2		Add for Asbestos Survey	1	ls	$ 1,656
3		Additional A/E Services through COR#3	1	ls	$ 9,900
4		Added Flooring COR#3	1	ls	$ 3,016
5		Add Ceramic Tile COR#4	1	ls	$ 4,748
6		Add Mini-Split HVAC Unit	1	ls	$ 10,109
					$ -
					$ -
					$ -
		Subtotal Added Amounts	1	ls	$ 45,929
		Reduce Chasco Scope of Work to be Procured	1	ls	$ (45,929)
		SUBTOTALS			$ -
		Bonds & Insurance 2.5%			$ -
		GRAND TOTAL			$ -

Commissioners Court - Regular Session **18.**

Meeting Date: 11/09/2021

Solicitation Advertisement #22IFB35 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 #22IFB35.

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 Evertson. Budget amount is $362,492.00. Funding Source for FY22 is 01.0200.0210.003599

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	11/04/2021 06:46 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:03 AM
Form Started By: Andrew Portillo		Started On: 10/05/2021 02:39 PM
Final Approval Date: 11/04/2021		

Commissioners Court - Regular Session **19.**

Meeting Date: 11/09/2021

Lone Star Paving T4676 CO1 Williams Drive

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T4676, in the amount of -$192,354.11 for Williams Drive Milling, Sealing and Overlay. Funding source: 01.0200.0210.003599.

Background

This Change Order is a balancing Change Order. All work has been completed. Original contract amount was $920,321.97. With the addition of this change order of -$192,354.11, the final contract amount will be $727,967.86.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lone Star Paving T4676 CO1 Williams Drive

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/03/2021 01:16 PM
Form Started By: Vicky Edwards		Started On: 10/26/2021 10:44 AM
Final Approval Date: 11/03/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Lone Star Paving Company

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: T4676

Roadway: *Williams Dr. Milling Sealing and Overlay*

Purchase Order Number: _____

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: All

7. New or revised plan sheet(s) are attached and numbered: N/A

8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 10/26/2021

By Michael Crum

Typed/Printed Name Michael Crum

Typed/Printed Title P.M.

The following information must be provided

Time Ext. #: N/A Days added on this CO: _____

Amount added by this change order: ($192,354.11)

RECOMMENDED FOR EXECUTION:

10/26/21
Project Manager / Construction Observer — Date

10/28/2021
Design Engineer — Date

11/3/21
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* T4676

TABLE B: Contract Items

			ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
160	FURNISHING AND PLACING TOPSOIL (4")	SY	$9.30	3,084.00	$28,681.20	(471.00)	2,613.00	$24,300.90	($4,380.30)
164	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$0.30	3,084.00	$925.20	(471.00)	2,613.00	$783.90	($141.30)
166	FERTILIZER	AC	$800.00	0.64	$512.00	(0.10)	0.54	$432.00	($80.00)
168	VEGETATIVE WATERING	MG	$10.00	382.00	$3,820.00	(382.00)	0.00	$0.00	($3,820.00)
316	AGGR (TY-B GR-4 SAC-B)	CY	$110.00	410.00	$45,100.00	(51.50)	358.50	$39,435.00	($5,665.00)
316	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.00	16,491.00	$49,473.00	884.00	17,375.00	$52,125.00	$2,652.00
340	D - GR HMA(SQ) TY - B PG64 - 22	TON	$105.00	1,296.00	$136,080.00	(1,296.00)	0.00	$0.00	($136,080.00)
341	D - GR HMA TY - D PG70 - 22	TON	$95.00	5,183.00	$492,385.00	(76.83)	5,106.17	$485,086.15	($7,298.85)
354	PLANE ASPH CONC PAV (0" TO 2")	SY	$6.00	3,564.00	$21,384.00	(469.46)	3,094.54	$18,567.24	($2,816.76)
354	PLANE ASPH CONC PAV (10")	SY	$15.00	2,356.00	$35,340.00	(2,356.00)	0.00	$0.00	($35,340.00)
500	MOBILIZATION	LS	$55,000.00	1.00	$55,000.00	0.00	1.00	$55,000.00	$0.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$28,300.00	1.00	$28,300.00	0.00	1.00	$28,300.00	$0.00
662	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$1.00	983.00	$983.00	19.00	1,002.00	$1,002.00	$19.00
662	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	$1.00	444.00	$444.00	832.00	1,276.00	$1,276.00	$832.00
666	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	$0.80	383.00	$306.40	192.00	575.00	$460.00	$153.60
666	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$5.00	313.00	$1,565.00	52.00	365.00	$1,825.00	$260.00
666	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	$110.00	10.00	$1,100.00	1.00	11.00	$1,210.00	$110.00
666	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	$130.00	3.00	$390.00	0.00	3.00	$390.00	$0.00
666	REFL PAV MRK TY II (W) 4" (BRK)	LF	$0.20	2,362.00	$472.40	(72.00)	2,290.00	$458.00	($14.40)
666	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.19	9,555.00	$1,815.45	(492.00)	9,063.00	$1,721.97	($93.48)
666	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.35	383.00	$134.05	187.00	570.00	$199.50	$65.45
666	REFL PAV MRK TY II (W) 24" (SLD)	LF	$1.10	313.00	$344.30	52.00	365.00	$401.50	$57.20
666	REFL PAV MRK TY II (W) (ARROW)	EA	$45.00	10.00	$450.00	1.00	11.00	$495.00	$45.00
666	REFL PAV MRK TY II (W) (WORD)	EA	$60.00	3.00	$180.00	0.00	3.00	$180.00	$0.00
666	REFL PAV MRK TY II (Y) 4" (BRK)	LF	$0.20	2,137.00	$427.40	(287.00)	1,850.00	$370.00	($57.40)
666	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.19	9,525.00	$1,809.75	(309.00)	9,216.00	$1,751.04	($58.71)
666	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	$0.48	2,362.00	$1,133.76	(62.00)	2,300.00	$1,104.00	($29.76)
666	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	$0.46	9,555.00	$4,395.30	(441.00)	9,114.00	$4,192.44	($202.86)
666	RE PM W / RET REQ TY I (Y) 4"(BRK)(090MIL)	LF	$0.48	2,137.00	$1,025.76	(247.00)	1,890.00	$907.20	($118.56)
666	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$0.46	9,525.00	$4,381.50	(338.00)	9,187.00	$4,226.02	($155.48)
672	REFL PAV MRKR TY I-C	EA	$4.25	149.00	$633.25	0.00	149.00	$633.25	$0.00
672	REFL PAV MRKR TY II-A-A	EA	$4.25	313.00	$1,330.25	(46.00)	267.00	$1,134.75	($195.50)
						0.00	0.00		
					$920,321.97			$727,967.86	($192,354.11)

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

Commissioners Court - Regular Session **20.**

Meeting Date: 11/09/2021

Lone Star Paving T4220 CO1 CR 313

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T4220, in the amount of $102,311.07 for CR 313 Milling, Sealing and Overlay. Funding source: 01.0200.0210.003599.

Background

This Change Order is a balancing Change Order. All work has been completed. Original contract amount was $898,393.30. With the addition of this change order of $102,311.07, the final contract amount will be $1,000,704.37.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lone Star Paving T4220 CO1 CR 313

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/03/2021 01:15 PM
Form Started By: Vicky Edwards		Started On: 10/26/2021 10:45 AM
Final Approval Date: 11/03/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Lone Star Paving Company

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	T4220
Roadway:	*CR313 Milling, Sealing, and Overlay*
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: All
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 10/26/2021

By Michael Crum

Typed/Printed Name Michael Crum

Typed/Printed Title P.M

The following information must be provided

Time Ext. #: N/A Days added on this CO: _____

Amount added by this change order: $102,311.07

RECOMMENDED FOR EXECUTION:

10-26-21
Project Manager Date
Construction Observer

10/28/2021
Design Engineer Date

Program Manager Date 11/3/21

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* T4220

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
	ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
1	160	FURNISHING AND PLACING TOPSOIL (4")	SY	$11.00	7,374.00	$81,114.00	(1,862.67)	5,511.33	$60,624.63	($20,489.37)
2	164	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$0.40	7,374.00	$2,949.60	(1,862.67)	5,511.33	$2,204.53	($745.07)
3	166	FERTILIZER	AC	$500.00	2.00	$1,000.00	(0.86)	1.14	$570.00	($430.00)
4	168	VEGETATIVE WATERING	MG	$11.00	915.00	$10,065.00	(915.00)	0.00	$0.00	($10,065.00)
5	316	AGGR (TY-B GR-4 SAC-B)	CY	$110.00	417.00	$45,870.00	(88.00)	329.00	$36,190.00	($9,680.00)
6	316	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.00	16,767.00	$50,301.00	(142.00)	16,625.00	$49,875.00	($426.00)
7	340	D-GR HMA (SQ) TY-B PG 64-22	TON	$250.00	106.00	$26,500.00	555.22	661.22	$165,305.00	$138,805.00
8	341	D-GR HMA TY-D PG 70-22	TON	$92.00	5,270.00	$484,840.00	(522.42)	4,747.58	$436,777.36	($48,062.64)
9	354	PLANE ASPH CONC PAV (0" TO 2")	SY	$2.00	4,042.56	$8,085.11	(1,638.29)	2,404.27	$4,808.54	($3,276.57)
10	354	PLANE ASPH CONC PAV (8")	SY	$40.00	239.52	$9,580.94	1,284.98	1,524.50	$60,980.00	$51,399.06
11	471	RING & COVER	EA	$750.00	6.00	$4,500.00	(1.00)	5.00	$3,750.00	($750.00)
12	500	MOBILIZATION	LS	$75,000.00	1.00	$75,000.00	0.00	1.00	$75,000.00	$0.00
13	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$31,000.00	2.00	$62,000.00	0.00	2.00	$62,000.00	$0.00
14	662	WK ZN PAV MRK SHT TERM (TAB)TY W	EA	$0.75	168.00	$126.00	10.00	178.00	$133.50	$7.50
15	662	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	$0.75	1,109.00	$831.75	427.00	1,536.00	$1,152.00	$320.25
16	666	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$4.80	258.00	$1,238.40	15.00	273.00	$1,310.40	$72.00
17	666	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	$80.00	66.00	$5,280.00	7.00	73.00	$5,840.00	$560.00
18	666	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	$170.00	10.00	$1,700.00	5.00	15.00	$2,550.00	$850.00
19	666	REFL PAV MRK TY I (Y) 24" (SLD) (90MIL)	LF	$5.80	469.00	$2,720.20	(203.00)	266.00	$1,542.80	($1,177.40)
20	666	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.20	13,546.00	$2,709.20	6,623.00	20,169.00	$4,033.80	$1,324.60
21	666	REFL PAV MRK TY II (W) 24" (SLD)	LF	$1.25	258.00	$322.50	15.00	273.00	$341.25	$18.75
22	666	REFL PAV MRK TY II (W) (ARROW)	EA	$40.00	66.00	$2,640.00	7.00	73.00	$2,920.00	$280.00
23	666	REFL PAV MRK TY II (W) (WORD)	EA	$60.00	10.00	$600.00	5.00	15.00	$900.00	$300.00
24	666	REFL PAV MRK TY II (Y) 4" (BRK)	LF	$0.16	2,200.00	$352.00	830.00	3,030.00	$484.80	$132.80
25	666	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.14	18,880.00	$2,643.20	(471.00)	18,409.00	$2,577.26	($65.94)
26	666	REFL PAV MRK TY II (Y) 24" (SLD)	LF	$2.00	469.00	$938.00	(203.00)	266.00	$532.00	($406.00)
27	666	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	$0.40	13,546.00	$5,418.40	6,651.00	20,197.00	$8,078.80	$2,660.40
28	666	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	$0.30	2,200.00	$660.00	840.00	3,040.00	$912.00	$252.00
29	666	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$0.30	18,880.00	$5,664.00	(411.00)	18,469.00	$5,540.70	($123.30)
30	672	REFL PAV MRKR TY I-C	EA	$6.00	84.00	$504.00	6.00	90.00	$540.00	$36.00
31	672	REFL PAV MRKR TY II-A-A	EA	$5.00	448.00	$2,240.00	198.00	646.00	$3,230.00	$990.00
							0.00			
							0.00			
						$898,393.30			$1,000,704.37	$102,311.07

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

Commissioners Court - Regular Session **21.**

Meeting Date: 11/09/2021

Advertisement of Solicitation #22IFB39 CR 111 Westinghouse Road and CR 110 North

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 #22IFB39 for the construction to widen existing two lane rural roadways to three lane roads with two travel lanes and a center turn lane. The project limits for CR 111 are from FM 1460 to SH 130 and CR 110 North from CR 107 to CR 111. Funding Source is P292.

Background

Williamson County is seeking qualified contractors for the construction to widen existing two lane rural roadways to three lane roads with two travel lanes and a center turn lane. The project limits for CR 111 are from FM 1460 to SH 130 and CR 110 North from CR 107 to CR 111 at the estimated amount of $21,305,000.00. This Road Bond project will be under the supervision of HNTB. This project will be substantially complete in 700 calendar days and final completion will be in 730 calendar days. Point of Contact is Danette Chamberlin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/03/2021 09:42 AM
Purchasing (Originator)	Joy Simonton	11/04/2021 03:37 AM
Form Started By: Andrew Portillo		Started On: 11/03/2021 08:54 AM
Final Approval Date: 11/04/2021		

Commissioners Court - Regular Session **22.**

Meeting Date: 11/09/2021

Preliminary plat for the King Rea Spur-Smith subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the King Rea Spur-Smith subdivision – Precinct 3.

Background

This proposed subdivision consists of 3 lots and no new roads.

Timeline

2021-08-10 – initial submittal of preliminary plat
2021-09-08 – 1st review complete with comments
2021-10-28 – 2nd submittal of preliminary plat
2021-11-04 – 2nd review complete with comments clear
2021-11-04 – preliminary plat placed on the November 9, 2021 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

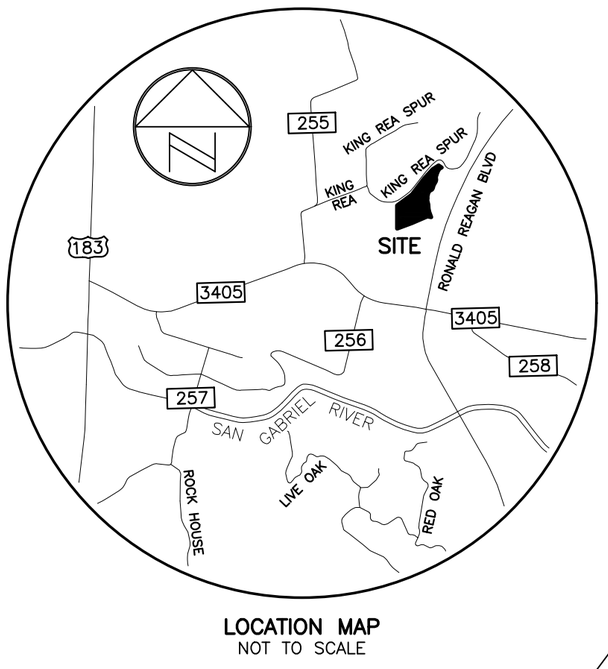
preliminary plat - King Rea Spur-Smith

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 11:48 AM
Form Started By: Adam Boatright		Started On: 11/04/2021 11:37 AM
Final Approval Date: 11/04/2021		

PRELIMINARY PLAT
KING REA SPUR – SMITH SUBDIVISION
WILLIAMSON COUNTY, TEXAS

LINE TABLE			
LINE	BEARING	DISTANCE	(RECORD)
L1	S56°11'18"E	86.56'	(S54°45'00"E 86.76')
L2	S63°17'37"W	56.08'	
L3	S30°08'14"W	66.49'	
L4	S21°11'05"W	72.67'	
L5	S22°02'10"W	46.67'	
L6	S22°02'10"W	24.82'	
L7	S00°57'13"W	35.37'	
L8	S07°27'46"E	41.48'	
L9	S04°02'39"W	26.74'	
L10	S13°58'40"W	21.79'	
L11	S32°12'56"W	46.27'	
L12	S26°28'34"W	60.75'	
L13	S15°21'01"W	61.99'	
L14	S32°41'02"W	40.85'	
L15	S61°26'23"W	57.97'	
L16	S40°49'11"W	43.35'	
L17	S16°49'45"W	47.79'	
L18	S17°28'01"W	49.74'	
L19	S03°37'53"W	33.51'	
L20	S00°48'54"E	21.99'	
L21	S01°26'33"W	40.53'	
L22	S01°26'33"W	18.00'	
L23	S11°09'45"E	97.52'	
L24	S03°27'10"E	96.06'	
L25	S15°08'42"E	83.91'	
L26	S18°41'30"E	131.90'	(S18°40'52"E 131.90')
L27	N80°05'17"W	94.06'	(N79°53'00"W 94.21')
L28	S63°50'43"E	30.49'	
L29	S81°19'59"W	67.04'	
L30	N23°21'12"W	52.05'	
L31	N44°44'23"W	50.30'	
L32	N49°51'46"W	50.11'	
L33	N39°33'54"W	50.37'	



LOCATION MAP
NOT TO SCALE

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT "BM #1"

MAG NAIL WITH WASHER SET IN ASPHALT ALONG THE SOUTHEAST SIDE OF KING REA SPUR NEAR THE NORTHWEST CORNER OF THE SUBJECT TRACT, APPROX. 70' WEST OF A POWER POLE AND APPROX 100' EAST OF AN ASPHALT DRIVEWAY & GATE.

SURFACE COORDINATES:
N 10232549.00
E 3076070.08

TEXAS STATE PLANE COORDINATES:
N 10231321.25
E 3075700.99

ELEVATION = 915.09'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999880014
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000120
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
THETA ANGLE: 1°16'37"

OWNER: HENRI BARTLEIGH SMITH AND RACHEL ANNE SMITH
ACREAGE: 15.100 ACRES
SURVEY: THEOPHILUS W MEDCALF SURVEY, ABSTRACT NO. 412
NUMBER OF BLOCKS: 1
NUMBER OF LOTS: 3
SUBMITTAL DATE: 8/10/21

PLAT PREPARED BY:

JOE BEN EARLY, JR.
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512–202–8631
TBPELS FIRM NO. 10194487

BENJAMIN L. GREEN
KIMLEY–HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD,
CAMPUS IV, SUITE 200,
AUSTIN, TX 78759
512 418 4525
TBPELS FIRM NO. 928

DATE PREPARED: 3/30/21
UPDATED: 10/6/21

FEMA FIRM MAP NO.:
48491C0275E

KING REA SPUR
(50' ACCESS EASEMENT)
(1054/733)
SILTED OVER ASPHALT
N57°59'06"E 170.83'
(N59°32'49"E 170.82')
CHKR, LLC
11.01 ACRES
(2019002710)
N43°04'43"E 304.18'
(N44°38'23"E 304.18')
GRAVEL
16' P.U.E.
25' B.L.
FEMA ZONE "A"
CENTERLINE OF CREEK
NOAA ATLAS–14 100 YEAR FLOODPLAIN
2015/2017 1FT. CONTOURS PROVIDED BY WILLIAMSON COUNTY GIS DEPARTMENT
KING REA SPUR
ASPHALT (50' ACCESS EASEMENT) (1054/733) GRAVEL
N36°47'26"E 482.06'
(N38°21'25"E 481.94')
LOT 3
5.034 ACRES
APPROX. 219,258
SQ. FT.
P.O.B.
S71°06'09"E 394.50'
356.21'
CHRISTOPHER M. DOLEVA AKA CHRISTOPHER DOLEVA
AND SAVANNAH R. DOLEVA AKA SAVANNAH DOLEVA
10.01 ACRES
(2020119878)
SET FOR REFERENCE
N53°35'42"E 447.07'
N53°35'56"E 223.42'
ASPHALT
BM #1
S37°30'25"E 597.57'
LOT 2
5.034 ACRES
APPROX. 219,275
SQ. FT.
LOT 1
5.032 ACRES
APPROX. 219,209
SQ. FT.
N00°15'54"W 556.52'
(N00°15'19"W 556.15')
RAPLH V. FISHER AND
SHERYL J. FISHER
5.00 ACRES
(9718458)
S66°43'47"W 201.35'
S66°43'47"W 402.71'
(S66°42'52"W 402.62')
S69°10'03"W 381.82'
(S69°10'38"W 381.22')
5/8"
OVERLAP OF
HENRI BARTLEIGH SMITH
RACHEL ANNE SMITH
9.99 ACRES
(2020026377)
AND
10.01 ACRES
(2020119878)
JOHN JAY DUDGEON AND
KAREN DUDGEON
15.376 ACRES
(9735668)
STONE OAK RANCH
RV PARK 210 LP
70.918 ACRES
(2018113924)
OVERLAP OF
JOHN JAY DUDGEON AND
KAREN DUDGEON
15.376 ACRES
(9735668)
AND
STONE OAK RANCH
RV PARK 210 LP
70.918 ACRES
(2018113924)
OVERLAP OF
HENRI BARTLEIGH SMITH &
RACHEL ANNE SMITH
9.99 ACRES
(2020026377)
AND
JOHN JAY DUDGEON AND
KAREN DUDGEON
15.376 ACRES
(9735668)
S10°32'42"E 1.29'
(S10°39'23"E 1.14')
N79°04'32"W 69.89'
(N76°46'30"W 69.70')
24.66'
69.40'
L27
N
SCALE: 1" = 100'
GRAPHIC SCALE
100 50 0 100

LEGEND	
●	1/2" REBAR FOUND (OR AS NOTED)
D●	1/2" REBAR WITH "DIAMOND" CAP FOUND
F●	1/2" REBAR WITH "FOREST 1847" CAP FOUND
ILL●	1/2" REBAR WITH ILLEGIBLE CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP SET
✱	COTTON SPINDLE IN TREE STUMP FOUND
△	CALCULATED POINT
⊕	CONTROL POINT/BENCHMARK LOCATION
( )	RECORD INFORMATION

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. (Per "Texas Board of Professional Engineers and Land Surveyors" Texas Administrative Code, Title 22 - Part 29, General Rules of Procedures and Practices, Standards of Responsibility and Rules of Conduct, Rule 663.18)

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512–202–8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1006–026
DRAWING NO.: 1006–026–PL1
PLOT DATE: 10/22/21
PLOT SCALE: 1" = 100'
DRAWN BY: MAW & JBE

PRELIMINARY PLAT
KING REA SPUR – SMITH SUBDIVISION
WILLIAMSON COUNTY, TEXAS

OWNERS ACKNOWLEDGEMENT

THE STATE OF _____ §

COUNTY OF _____ §

THAT HENRI BARTLEIGH SMITH AND RACHEL ANNE SMITH, BEING OWNERS OF 5.21 ACRES CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2019018465 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND 9.99 ACRES CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2020026377 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

DO HEREBY SUBDIVIDE 15.100 ACRES IN THE THEOPHILUS W MEDCALF SURVEY, ABSTRACT NO. 412, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

PRELIMINARY PLAT: KING REA – SMITH SUBDIVISION

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20__ A.D.

BY: _____

HENRI BARTLEIGH SMITH
210 ISLAND LODGES DRIVE
BUCHANAN DAM, TX 78609

WITNESS MY HAND THIS THE _____ DAY OF _____, 20__ A.D.

BY: _____

RACHEL ANNE SMITH
210 ISLAND LODGES DRIVE
BUCHANAN DAM, TX 78609

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HENRI BARTLEIGH SMITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE ___ DAY OF _____, 20__, AD.

_____ _____

NOTARY PUBLIC, STATE OF _____

_____ _____ _____
PRINTED NAME MY COMMISSION EXPIRES

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RACHEL ANNE SMITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE ___ DAY OF _____, 20__, AD.

_____ _____

NOTARY PUBLIC, STATE OF _____

_____ _____ _____
PRINTED NAME MY COMMISSION EXPIRES

SURVEYOR'S CERTIFICATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THAT I, JOE BEN EARLY, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND ON MARCH 23, 2021 AND THAT ALL BOUNDARY MONUMENTATION ARE IN PLACE AS INDICATED HEREON.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. (Per "Texas Board of Professional Engineers and Land Surveyors" Texas Administrative Code, Title 22 - Part 29, General Rules of Procedures and Practices, Standards of Responsibility and Rules of Conduct, Rule 663.18)

_____

JOE BEN EARLY, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6016
EARLY LAND SURVEYING, A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512–202–8631
TBPELS FIRM NO. 10194487

ENGINEER'S CERTIFICATION

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THAT I, BENJAMIN L. GREEN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

A PORTION OF THE TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD OF A WATERWAY THAT IS WITHIN THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48491C0275E DATED SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.

_____

BENJAMIN L. GREEN
REGISTERED PROFESSIONAL ENGINEER NO. 132190

KIMLEY–HORN AND ASSOCIATES, INC.
10814 JOLLYVILLE ROAD,
CAMPUS IV, SUITE 200,
AUSTIN, TX 78759
512 418 4525
TBPELS FIRM NO. 928

NOTES:

1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF GEORGETOWN, WASTEWATER: ON–SITE SEWAGE FACILITIES, AND ELECTRIC: PEC.

2. ALL STRUCTURES/ OBSTRUCTIONS ARE PROHIBITED IN DRAINAGE EASEMENTS.

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

4. A 10–FOOT PUBLIC UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES WITHIN THIS PLAT.

5. THE MONUMENTS OF THIS PLAT HAVE BEEN ROTATED TO THE NAD 83/93 HARN • TEXAS CENTRAL ZONE AND NAVD 1988 (GEOID 12B) DATUM.

6. IMPERVIOUS COVERAGE PLAT NOTES: THE MAXIMUM IMPERVIOUS COVERAGE PER RESIDENTIAL LOT IS 20%.

7. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED TN THE RIGHT–OF–WAY, OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS WILLIAMSON COUNTY, THEIR OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.

8. WILLIAMSON COUNTY DOES NOT ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED.

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

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

11. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT, AND SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

12. A DRIVEWAY CULVERT PERMIT WILL BE REQUIRED PRIOR TO INSTALLATION. DRIVEWAY CULVERTS SHALL BE A MINIMUM OF 18 INCHES IN DIAMETER AND 22 FEET IN LENGTH, AND DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER. LARGER OR LONGER DRAINPIPES SHALL BE INSTALLED IF NECESSARY TO HANDLE DRAINAGE BASED UPON A 25–YEAR FLOW FREQUENCY. ALL CULVERTS SHALL INCLUDE A SAFETY END TREATMENT, AND SHALL BE INSTALLED PER WILLIAMSON COUNTY REQUIREMENTS.

13. THERE MUST BE A 25 FOOT (25') OSSF SETBACK FROM ANY DRAINAGE WAY OR DRAINAGE EASEMENT AND A 75 FOOT (75') OSSF SETBACK FROM ANY WATERCOURSES.

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

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

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

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

18. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

19. SEWER SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY ON–SITE SEWAGE FACILITIES.

20. THIS SUBDIVISION IS EXEMPT FROM PROVIDING STORMWATER DETENTION.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____, 20___ A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

_____ _____
J. TERRON EVERTSON, PE, DR. CFM DATE
COUNTY ENGINEER

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

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

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

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

NOW ALL MEN BY THESE PRESENTS:
I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON

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

THE DAY OF _____, 20____, AD, AT _____ O'CLOCK _____M, IN THE PLAT RECORDS OF

SAID COUNTY IN CABINET _____, SLIDE _____.

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

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512–202–8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1006–026

DRAWING NO.: 1006–026–PL1

PLOT DATE: 10/22/21

PLOT SCALE: 1" = 100'

DRAWN BY: MAW & JBE

SHEET 02 OF 03

PRELIMINARY PLAT
KING REA SPUR – SMITH SUBDIVISION
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 15.100 ACRES IN THE THEOPHILUS W MEDCALF SURVEY, ABSTRACT NO. 412 IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 5.21 ACRE TRACT CONVEYED TO HENRI BARTLEIGH SMITH AND RACHEL ANNE SMITH IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 5, 2019 AND RECORDED IN DOCUMENT NO. 2019018465 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 9.99 ACRE TRACT CONVEYED TO HENRI BARTLEIGH SMITH AND RACHEL ANNE SMITH IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN DATED MARCH 8, 2020 AND RECORDED IN DOCUMENT NO. 2020026377 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 15.100 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REBAR FOUND FOR AN ANGLE POINT IN KING REA SPUR (50' WIDE ACCESS EASEMENT) DESCRIBED IN VOLUME 1054, PAGE 733 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THE WESTERNMOST CORNER OF THE SAID 5.21 ACRE TRACT, BEING ALSO THE NORTHERNMOST CORNER OF THE SAID 9.99 ACRE TRACT, FROM WHICH A 1/2" REBAR FOUND FOR AN ANGLE POINT IN THE NORTHWEST LINE OF KING REA SPUR, BEARS NORTH 44°44'23" WEST, A DISTANCE OF 50.30 FEET;

THENCE WITH THE SOUTHEAST LINE OF KING REA SPUR AND THE NORTHWEST LINE OF THE SAID 5.21 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 36°47'26" EAST, A DISTANCE OF 482.06 FEET TO A 1/2" REBAR FOUND, FROM WHICH A 1/2"REBAR FOUND FOR AN ANGLE POINT IN THE NORTHWEST LINE OF KING REA SPUR, BEARS NORTH 49°51'46" WEST, A DISTANCE OF 50.11 FEET;

2. NORTH 43°04'43" EAST, A DISTANCE OF 304.18 FEET TO A 1/2" REBAR FOUND, FROM WHICH A 1/2"REBAR FOUND FOR AN ANGLE POINT IN THE NORTHWEST LINE OF KING REA SPUR, BEARS NORTH 39°33'54" WEST, A DISTANCE OF 50.37 FEET;

3. NORTH 57°59'06" EAST, A DISTANCE OF 170.83 FEET TO A 1/2" REBAR FOUND;

THENCE SOUTH 56°11'18" EAST WITH THE NORTHEAST LINE OF THE SAID 5.21 ACRE TRACT, A DISTANCE OF 86.56 FEET TO A 1/2" REBAR WITH AN ILLEGIBLE CAP FOUND FOR THE EASTERNMOST CORNER OF THE SAID 5.21 ACRE TRACT, BEING AN ANGLE POINT IN THE NORTHWEST LINE OF AN 18.6991 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2018052041 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE SOUTH 63°17'37" WEST WITH THE SOUTHEAST LINE OF THE SAID 5.21 ACRE TRACT, A DISTANCE OF 56.08 FEET TO A CALCULATED POINT IN THE CENTERLINE OF A CREEK;

THENCE WITH THE CENTERLINE OF A CREEK, BEING THE COMMON LINE OF THE SAID 5.21 ACRE TRACT AND THE SAID 18.6991 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 30°08'14" WEST, A DISTANCE OF 66.49 FEET TO A CALCULATED POINT;

2. SOUTH 21°11'05" WEST, A DISTANCE OF 72.67 FEET TO A CALCULATED POINT;

3. SOUTH 22°02'10" WEST, A DISTANCE OF 46.67 FEET TO A CALCULATED POINT FOR THE NORTHERNMOST CORNER OF A 10.01 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2018113159 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM WHICH A 1/2" REBAR WITH "FOREST 1847" CAP FOUND IN THE NORTHEAST LINE OF THE SAID 10.01 ACRE TRACT, BEARS SOUTH 63°50'43" EAST, A DISTANCE OF 30.49 FEET;

THENCE WITH THE CENTERLINE OF A CREEK, BEING THE COMMON LINE OF THE SAID 5.21 ACRE TRACT AND THE SAID 10.01 ACRE TRACT, THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES:

1. SOUTH 22°02'10" WEST, A DISTANCE OF 24.82 FEET TO A CALCULATED POINT;

2. SOUTH 00°57'13" WEST, A DISTANCE OF 35.37 FEET TO A CALCULATED POINT;

3. SOUTH 07°27'46" EAST, A DISTANCE OF 41.48 FEET TO A CALCULATED POINT;

4. SOUTH 04°02'39" WEST, A DISTANCE OF 26.74 FEET TO A CALCULATED POINT;

5. SOUTH 13°58'40" WEST, A DISTANCE OF 21.79 FEET TO A CALCULATED POINT;

6. SOUTH 32°12'56" WEST, A DISTANCE OF 46.27 FEET TO A CALCULATED POINT;

7. SOUTH 26°28'34" WEST, A DISTANCE OF 60.75 FEET TO A CALCULATED POINT;

8. SOUTH 15°21'01" WEST, A DISTANCE OF 61.99 FEET TO A CALCULATED POINT;

9. SOUTH 32°41'02" WEST, A DISTANCE OF 40.85 FEET TO A CALCULATED POINT;

10. SOUTH 61°26'23" WEST, A DISTANCE OF 57.97 FEET TO A CALCULATED POINT;

11. SOUTH 40°49'11" WEST, A DISTANCE OF 43.35 FEET TO A CALCULATED POINT;

12. SOUTH 16°49'45" WEST, A DISTANCE OF 47.79 FEET TO A CALCULATED POINT;

13. SOUTH 17°28'01" WEST, A DISTANCE OF 49.74 FEET TO A CALCULATED POINT;

14. SOUTH 03°37'53" WEST, A DISTANCE OF 33.51 FEET TO A CALCULATED POINT;

15. SOUTH 00°48'54" EAST, A DISTANCE OF 21.99 FEET TO A CALCULATED POINT;

16. SOUTH 01°26'33" WEST, A DISTANCE OF 40.53 FEET TO A CALCULATED POINT;

17. SOUTH 01°26'33" WEST, A DISTANCE OF 18.00 FEET TO A CALCULATED POINT FOR THE SOUTHEAST CORNER OF THE SAID 5.21 ACRE TRACT, BEING THE NORTHEAST CORNER OF THE SAID 9.99 ACRE TRACT;

THENCE WITH THE CENTERLINE OF A CREEK, BEING THE COMMON LINE OF THE SAID 9.99 ACRE TRACT AND THE SAID 10.01 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTH 11°09'45" EAST, A DISTANCE OF 97.52 FEET TO A CALCULATED POINT;

2. SOUTH 03°27'10" EAST, A DISTANCE OF 96.06 FEET TO A CALCULATED POINT;

3. SOUTH 15°08'42" EAST, A DISTANCE OF 83.91 FEET TO A CALCULATED POINT;

THENCE SOUTH 18°41'30" EAST, LEAVING THE CENTERLINE OF THE CREEK AND WITH THE EAST LINE OF THE SAID 9.99 ACRE TRACT, WHICH VARIES FROM THE WEST LINE OF THE SAID 10.01 ACRE TRACT, A DISTANCE OF 131.90 FEET TO A 1/2" REBAR FOUND ON THE EASTERN TOP OF BANK OF THE CREEK, BEING THE SOUTHEAST CORNER OF THE SAID 9.99 ACRE TRACT, BEING AN ANGLE POINT IN THE IN THE SOUTHEAST LINE OF THE SAID 10.01 ACRE TRACT, BEING ALSO AN ANGLE POINT IN THE NORTHWEST LINE OF A 15.376 ACRE TRACT DESCRIBED IN DOCUMENT NO. 9735668 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM WHICH A 1/2" REBAR FOUND FOR THE NORTHWEST CORNER OF THE SAID 15.376 ACRE TRACT, BEARS NORTH 79°04'32" WEST, A DISTANCE OF 69.89 FEET;

THENCE NORTH 80°05'17" WEST CROSSING THE CREEK AND WITH THE SOUTH LINE OF THE SAID 9.99 ACRE TRACT, WHICH VARIES FORM THE NORTH LINE OF THE SAID 15.376 ACRE TRACT, AND PICKING UP WITH THE NORTH LINE OF A 70.918 ACRE TRACT DESCRIBED IN DOCUMENT NO. 2018113924 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 94.06 FEET TO A COTTON SPINDLE IN A TREE STUMP FOUND;

THENCE WITH THE SOUTHEAST LINE OF THE SAID 9.99 ACRE TRACT AND THE NORTHWEST LINE OF THE SAID 70.918 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 66°43'47" WEST, A DISTANCE OF 402.71 FEET TO A 1/2" REBAR WITH "DIAMOND" CAP FOUND;

2. SOUTH 69°10'03" WEST, A DISTANCE OF 381.02 FEET TO A 5/8" REBAR FOUND FOR THE SOUTHWEST CORNER OF THE SAID 9.99 ACRE TRACT, BEING THE SOUTHEAST CORNER OF A 5.00 ACRE TRACT DESCRIBED IN DOCUMENT NO. 9718458 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE NORTH 00°15'54" WEST WITH THE WEST LIEN OF THE SAID 9.99 ACRE TRACT AND THE EAST LINE OF THE SAID 5.00 ACRE TRACT, A DISTANCE OF 556.52 FEET TO A 1/2" REBAR FOUND FOR AN ANGLE POINT IN THE SOUTHEAST LINE OF KING REA SPUR, BEING THE NORTHWEST CORNER OF THE SAID 9.99 ACRE TRACT, BEING ALSO THE NORTHEAST CORNER OF THE SAID 5.00 ACRE TRACT, FROM WHICH A 1/2"REBAR FOUND FOR AN ANGLE POINT IN THE NORTHWEST LINE OF KING REA SPUR, BEARS NORTH 23°21'12" WEST, A DISTANCE OF 52.05 FEET;

THENCE NORTH 53°35'56" EAST WITH THE SOUTHEAST LINE OF KING REA SPUR AND THE NORTHWEST LINE OF THE SAID 9.99 ACRE TRACT, A DISTANCE OF 446.83 FEET TO THE POINT OF BEGINNING, CONTAINING 15.100 ACRES OF LAND, MORE OR LESS.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. (Per "Texas Board of Professional Engineers and Land Surveyors" Texas Administrative Code, Title 22 - Part 29, General Rules of Procedures and Practices, Standards of Responsibility and Rules of Conduct, Rule 663.18)

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512–202–8631
TBPELS FIRM NO. 10194487

PROJECT NO.:
1006–026

DRAWING NO.:
1006–026–PL1

PLOT DATE:
10/22/21

PLOT SCALE:
1" = 100'

DRAWN BY:
MAW & JBE

Commissioners Court - Regular Session **23.**

Meeting Date: 11/09/2021

Proclamation for Tree of Angels

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Proclamation designating December 6, 2021 Tree of Angels Day in Williamson County.

Background

Please see attached Proclamation

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation for Tree of Angels

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2021 08:06 AM
Form Started By: Grace Frias		Started On: 10/19/2021 02:45 PM
Final Approval Date: 10/20/2021		

Williamson County Proclamation
Tree of Angels

WHEREAS, when crimes occur, society must protect not only the rights of the accused, but also the rights of the victim; and

WHEREAS, recognizing that the holiday season is a difficult time for victims and their families, the Tree of Angels has become a memorable tradition observed in Williamson County to recognize that the holiday season is a difficult time for victims and their families; and

WHEREAS, all Williamson County citizens recognize the important work of all who commit themselves to assist crime victims and their loved ones with traditions like the Tree of Angels, that reflect the kind and compassionate spirit of the holiday season and encourage us all to play a role in building a safer, more just community.

NOW THEREFORE, BE IT PROCLAIMED THAT the Commissioners Court of Williamson County, State of Texas, hereby proclaims **December 6th, 2021** as

TREE OF ANGELS DAY

And urges the citizens of Williamson County to participate in the Tree of Angels event on **Monday, December 6th, 2021.**

PROCLAIMED this _____ day of _____, 2021.

Commissioners Court - Regular Session **24.**

Meeting Date: 11/09/2021

Prostate Cancer Resolution

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution recognizing November 2021 as Prostate Cancer Awareness Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prostate Cancer Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/03/2021 02:32 PM
Form Started By: Kathy Pierce		Started On: 11/03/2021 02:27 PM
Final Approval Date: 11/03/2021		

State of Texas
County of Williamson
Know all men by these presents:

That on the 9th day of November 2021 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, Prostate cancer is the *2nd leading cause of cancer-related death* in the United States for men, with 1 out of every 8 American men being diagnosed with it during their lifetime, and 1 out of 41 men dying of prostate cancer; and

WHEREAS, many Williamson County residents and Wilco employees are impacted by prostate cancer, having family members, friends and colleagues diagnosed with or lost their lives to this disease; and

WHEREAS, according to American Cancer Society estimates for 2021 there were 248,530 new cases of prostate cancer diagnosed and about 34,130 deaths of men in the U.S.; and

WHEREAS, all men are at risk for prostate cancer, but it is more likely to develop in older men and in African-American men, with 6 cases in 10 being diagnosed in men who are 65 or older with the average age at diagnosis being 66; and

WHEREAS, the warning signs for prostate cancer are important to recognize and include: Difficulty beginning urination; weak flow and/or frequent urination; pain or blood in urine; pain in the back, hips or pelvis that does not go away; and

WHEREAS, most prostate cancers found by screening are small and slow growing and may not be fatal with a 5-year survival rate of nearly 100% if detected at stage 1 or 2 and decreasing to 30% survival rate if found at stage 3; and

WHEREAS, it is important for men to speak to their doctors about their family history and if prostate screening tests, such as the Prostate Specific Antigen (PSA) test is recommended for their them.

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court recognizes the importance of Prostate Cancer Awareness Month, encourages all men to get annual check-ups and to speak with their doctors about the risk of prostate cancer.

RESOLVED THIS 9th Day of November 2021.

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **25.**

Meeting Date: 11/09/2021

Pancreatic Cancer Resolution

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing November 2021 as Pancreatic Cancer Awareness Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pancreatic Cancer Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/03/2021 02:37 PM
Form Started By: Kathy Pierce		Started On: 11/03/2021 02:31 PM
Final Approval Date: 11/03/2021		

State of Texas
County of Williamson
Know all men by these presents:

That on the 9th day of November 2021 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, Pancreatic Cancer accounts for about 3% of all cancers in the US and about 7% of all cancer deaths; and

WHEREAS, The American Cancer Society estimates that in 2021 there will be approximately 60,430 people (31,950 men and 28,480 women) diagnosed with Pancreatic Cancer in the U.S. and approximately 48,220 people will die from the disease; and

WHEREAS, there are currently no early detection tests available for Pancreatic Cancer, making early diagnosis difficult, but earlier diagnosis substantially improves the 5-year survival rate, with survival being 39% if the cancer is stage 1 (localized), 13% if stage 2, and dropping to 3% if detected in stage 3; and

WHEREAS, risk factors for developing the disease includes: family history, diet, age, chronic or hereditary pancreatitis, smoking, obesity and long-standing diabetes; and

WHEREAS, the warning signs for Pancreatic Cancer are often vague, but important to recognize, including: pain (usually abdominal or back pain), weight loss, jaundice, loss of appetite, nausea, changes in stools and recent-onset diabetes; and

WHEREAS, Williamson County urges anyone experiencing any of these unexplained symptoms to see your doctor and to join in our efforts to raise awareness of Pancreatic Cancer research to produce screening for earlier diagnosis and more effective treatments.

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court declares the month of November as "Pancreatic Cancer Awareness Month".

RESOLVED THIS 9th Day of November 2021.

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **26.**

Meeting Date: 11/09/2021

WCAD Election Votes

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution of the Williamson County Commissioners Court nominating a candidate to the Williamson Central Appraisal District Board of Directors, pursuant to Section 6.03 (f) of the Property Tax Code.

Background

Please note new legislation from HB988 affecting Georgetown ISD, Leander ISD, Round Rock ISD and Williamson County.
Section 6.03 (k-1) of the Texas Property Tax Code:
The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the ***first or second open meeting*** *of the governing body that is held* ***after the date the chief appraiser delivers the ballot*** *to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser* ***not later than the third day following the date the resolution is adopted****.*

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCAD Votes per Entity
Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/02/2021 04:45 PM
Form Started By: Kathy Pierce		Started On: 11/02/2021 04:14 PM
Final Approval Date: 11/02/2021		

2021
Board Election Votes

Taxing Jurisdiction	Number of Votes
City of Austin	150
City of Bartlett	0
City of Cedar Park	135
City of Coupland	0
City of Florence	0
City of Georgetown	115
City of Granger	0
City of Hutto	45
City of Jarrell	5
City of Leander	95
City of Liberty Hill	5
City of Pflugerville	0
City of Round Rock	210
City of Taylor	35
City of Thorndale	0
City of Thrall	0
City of Weir	0
Bartlett ISD	5
Burnet ISD	0
Coupland ISD	5
Florence ISD	15
Georgetown ISD	485
Granger ISD	5
Hutto ISD	190
Jarrell ISD	75
Leander ISD	785
Lexington ISD	0
Liberty Hill ISD	150
Pflugerville ISD	0
Round Rock ISD	1175
Taylor ISD	60
Thorndale ISD	0
Thrall ISD	10
Williamson Co. & FM/RD	1080
Austin Community College	160
EWC Higher Ed Center	5
Total	**5000**

	Required Computations per Tax Code Section 6.03(d)				
Taxing Jurisdiction	2020 Levy	Quotient	x 1,000	Rounded	x 5
City of Austin	$ 46,589,266.65	2.98%	29.79	30	150
City of Bartlett	$ 183,501.73	0.01%	0.12	0	0
City of Cedar Park	$ 41,614,139.13	2.66%	26.60	27	135
City of Coupland	$ 60,522.87	0.00%	0.04	0	0
City of Florence	$ 404,632.67	0.03%	0.26	0	0
City of Georgetown	$ 36,388,758.78	2.33%	23.26	23	115
City of Granger	$ 493,834.16	0.03%	0.32	0	0
City of Hutto	$ 13,209,908.98	0.84%	8.45	9	45
City of Jarrell	$ 990,121.88	0.06%	0.63	1	5
City of Leander	$ 29,287,718.14	1.87%	18.72	19	95
City of Liberty Hill	$ 1,971,057.95	0.13%	1.26	1	5
City of Pflugerville	$ 110,024.74	0.01%	0.07	0	0
City of Round Rock	$ 65,663,655.90	4.20%	41.98	42	210
City of Taylor	$ 10,450,741.25	0.67%	6.68	7	35
City of Thorndale	$ 436.04	0.00%	0.00	0	0
City of Thrall	$ 292,211.48	0.02%	0.19	0	0
City of Weir	$ 81,298.18	0.01%	0.05	0	0
Bartlett ISD	$ 621,616.42	0.04%	0.40	1	5
Burnet ISD	$ 234,490.03	0.01%	0.15	0	0
Coupland ISD	$ 1,179,254.80	0.08%	0.75	1	5
Florence ISD	$ 5,094,439.86	0.33%	3.26	3	15
Georgetown ISD	$ 151,664,085.58	9.70%	96.96	97	485
Granger ISD	$ 1,718,489.94	0.11%	1.10	1	5
Hutto ISD	$ 59,566,265.73	3.81%	38.08	38	190
Jarrell ISD	$ 23,578,606.91	1.51%	15.07	15	75
Leander ISD	$ 245,935,756.54	15.72%	157.23	157	785
Lexington ISD	$ 23,693.85	0.00%	0.02	0	0
Liberty Hill ISD	$ 46,523,844.48	2.97%	29.74	30	150
Pflugerville ISD	$ 195,992.95	0.01%	0.13	0	0
Round Rock ISD	$ 367,806,925.69	23.51%	235.15	235	1175
Taylor ISD	$ 18,456,277.72	1.18%	11.80	12	60
Thorndale ISD	$ 179,517.83	0.01%	0.11	0	0
Thrall ISD	$ 3,661,160.26	0.23%	2.34	2	10
Williamson Co. & FM/RD	$ 337,382,292.10	21.57%	215.69	216	1080
Austin Community College	$ 50,425,119.23	3.22%	32.24	32	160
EWC Higher Ed Center	$ 2,124,103.73	0.14%	1.36	1	5
	$ 1,564,163,764.18	100.00%	1000.00	1000	5000

State of Texas
County of Williamson
Know all men by these presents:

That on the **9th** day of November 2021 Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

A RESOLUTION of the WILLIAMSON COUNTY COMMISSIONERS COURT, NOMINATING A CANDIDATE TO THE WILLIAMSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, Section 6.03 (f) of the Property Tax Code provides for the governing body of taxing units to nominate individuals for each position to be filled on the Williamson County Central Appraisal District Board of Directors, and

WHEREAS, the Williamson County Commissioners Court wishes to nominate the following individual _____.

NOW THEREFORE BE IT RESOLVED by the Williamson County Commissioners Court that they hereby nominate the individual listed above for the Williamson Central Appraisal District Board of Directors.

RESOLVED THIS 9th day of November 2021.

_____ _____

Bill Gravell, Jr., County Judge Attested

Commissioners Court - Regular Session **27.**

Meeting Date: 11/09/2021

Hutto Education Foundation Presentation

Submitted For: Russ Boles **Submitted By:** Michael Cooper, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on distribution of funds for the Hutto Education Foundation.

Background

The Hutto Education Foundation (HEF) provides grants and scholarships to students, teachers, and faculty members in Hutto ISD. HEF is a conduit for the distribution of funds allocated by the Commissioners Court to the Hutto Education Foundation. Per the Memorandum of Understanding between the Commissioners Court and HEF, we have an agreement that up to One Percent (1%) or no less than $20,000 of Solid Waste Fees shall be transferred to the Hutto Education Foundation at the Commissioners Court's discretion, that 25% or a minimum of $20,000 of the Solid Waste Fees received goes into the Permanent Endowment Fund. The recommendation for last year was $175,000 in total, with $166,500 going toward the Endowment Fund. 2019-2020 the organization met the minimum fund balance and was able to utilize the available interest for its scholarship program. HEF funded $20,000 in scholarships to Hutto ISD graduating students and renewal students and funded ALL eligible TSTC applicants in their 3rd & 4th semester, totaling $6,000 to TSTC students.This year’s recommendation is $200,000 to be divided as follows:$196,500 for the Endowment Fund.$3,500 for administration expenses.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HEF Presentation

HEF Endowment Fund

TSTC Foundation Report and HEF

TSTC Scholarship Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 10:22 AM
Commissioner Pct. 4 (Originator)	Becky Pruitt	11/04/2021 10:43 AM

County Judge Exec Asst.	Becky Pruitt	11/04/2021 11:18 AM
Form Started By: Michael Cooper		Started On: 11/03/2021 11:34 AM
Final Approval Date: 11/04/2021		

#ONEVISION STARTS HERE.

Hutto Education Foundation Supporter

Hutto Education Foundation Endowment Update

Funding Update and Request for 2021-2022

Endowment History

- HEF was established in 2006. Our mission is to partner with Hutto ISD to enrich, enhance, and maximize the quality of education by providing grants & scholarships to teachers, staff and students.
- The Solid Waste Founding Agreement with WILCO was established in 2011. Since 2015, all funds donated have gone to our Endowment Fund.
- Commissioner Ron Morrison was an ardent supporter of higher education. His goal was to see our organization grow our endowment to $1 million to provide a forever fund providing scholarships to students in Hutto ISD. Will you help us get to $2 million?

Scholarships for HHS Seniors

Endowment: The goal of this endowment is to invest the funds to generate scholarships for our students to attend 2-year, 4-year college or university or an accredited technical school. We have established that endowment and made progress with nine years of deposits.



<u>2020-2021 School Year:</u>

HEF funded 18 Hutto High School graduating senior scholarships at $20,000, 3 returning scholarship recipients at $5,000.

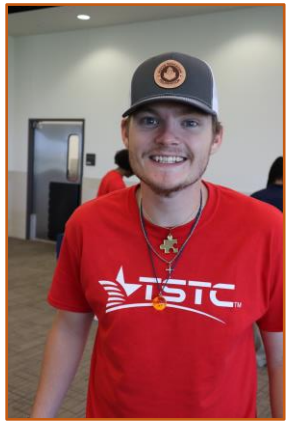






HEF/TSTC Scholarships

<u>2020-2021 School Year:</u>
HEF funded $6,000 in a 1:1 match scholarship program with TSTC. We hosted a breakfast in the Summer for the scholarship presentation and awarded the Fall semester scholarships on campus.





This scholarship is available to Hutto ISD graduates entering into their 3rd & 4th semesters at Texas State Technical College and are in good academic standing.







HUTTO EDUCATION FOUNDATION

HEF Endowment Management

- This year, we put out an RFI for a more robust Investment Management firm. The HEF Endowment Oversight Committee was impressed with the overall customer experience and reporting capabilities with First Financial Trust. We moved our accounts to FFT in April 2021.
- $3,500 is being used for the audit every 2 years.
- Up to 10% of the funds collected in excess of the Minimum Annual Investment Amount will be put towards the partnership with higher education center in Education Service Center Regions XII & XIII
- HEF and TSTC meet monthly to discuss the ongoing partnership and programming opportunities and challenges
- HEF is currently developing a relationship with Temple College for a similarly structured program as with TSTC

HEF Endowment Fund Overview

Initial Contribution	$20,000
November 2011	$22,500
December 2012	$26,250
June 2014	$87,000
October 2015	$86,500
October 2016	$91,500
December 2017	$146,500
December 2018	$146,500
December 2019	$166,500
October 2020	$175,000
TOTAL CONTRIBUTIONS	$968,250

HEF Endowment Monthly Summary

Sep-21	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,199,059.05	$ 1,264,336.39	$ 2,059.30	($41,400.13)	($956.00)	($1,000.00)	$ 1,223,039.56	-3.29%
HEF Endowment	$ 964,750.00	$ 995,594.27	$ 1,592.42	($33,392.08)	($735.24)	$0.00	$ 963,059.37	-3.38%
HEF Agency	$ 154,309.05	$ 179,283.14	$ 269.20	($5,532.94)	($138.62)	($1,000.00)	$ 172,880.78	-3.11%
HEF LTS	$ 77,000.00	$ 86,137.48	$ 187.81	($2,322.78)	($71.40)	$0.00	$ 83,931.11	-2.63%
Rotary Foundation	$ 3,000.00	$ 3,321.50	$ 9.87	($152.33)	($10.74)	$0.00	$ 3,168.30	-4.84%

Aug-21	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,199,059.05	$ 1,243,879.10	$ 948.21	$ 20,463.18	($954.10)	$0.00	$ 1,264,336.39	1.62%
HEF Endowment	$ 964,750.00	$ 979,038.51	$ 768.64	$16,520.16	($733.04)	$0.00	$ 995,594.27	1.66%
HEF Agency	$ 154,309.05	$ 176,541.96	$ 125.60	$2,754.47	($138.89)	$0.00	$ 179,283.14	1.53%
HEF LTS	$ 77,000.00	$ 85,052.35	$ 53.97	$1,102.58	($71.42)	$0.00	$ 86,137.48	1.26%
Rotary Foundation	$ 3,000.00	$ 3,246.28	$ -	$ 85.97	($10.75)	$0.00	$ 3,321.50	2.26%

Jul-21	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,218,059.05	$ 1,256,256.83	$ 854.71	$ 16,715.63	($948.07)	($29,000.00)	$ 1,243,879.10	1.31%
HEF Endowment	$ 964,750.00	$ 975,020.49	$ 694.54	$ 14,051.65	($728.17)	($10,000.00)	$ 979,038.51	1.42%
HEF Agency	$ 173,309.05	$ 193,981.43	$ 109.32	$ 1,589.43	($138.22)	($19,000.00)	$ 176,541.96	0.80%
HEF LTS	$ 77,000.00	$ 84,057.80	$ 50.85	$ 1,014.67	($70.97)	$0.00	$ 85,052.35	1.17%
Rotary Foundation	$ 3,000.00	$ 3,197.11	$ -	$ 59.88	($10.71)	$0.00	$ 3,246.28	1.51%

HEF Fund Request

Hutto Education Foundation is requesting $200,000 for 2021-2022

HEF's GOAL

- To have perpetual scholarship funds that will impact Hutto ISD students forever
- To have the ability to continue providing opportunities to students & faculty members at the same rate our community is growing
- To continue shaping and nurturing the partnerships with East Williamson County Higher Education Center – TSTC and Temple College – for our Hutto ISD graduates
- If the request is funded, we'll host our "Million Dollar Party" to celebrate the Endowment Basis surpassing the million dollar mark that Ron Morrison had in mind. We'd love to celebrate with YOU as you have been instrumental in getting us to where we are today.

Other HEF Programs

Along with our Annual Corporate Partners, Employee Giving Campaign and support from Friends, Family and Community members, HEF's programs are thriving and supporting the innovation that makes Hippo Nation a leading district.

Excellence In Education Teacher and Faculty Grants:

This year, HEF awarded 32 innovative grants totaling $109,250.

Student IMPACT Grants:

This year, HEF plans to award $4,500 for student driven grants.







FIRST FINANCIAL TRUST
YOUR FUTURE FIRST

400 Pine Street, Suite 300
Abilene TX 79601
Return Service Requested

HUTTO EDUCATION FOUNDATION
200 COLLEGE STREET
HUTTO TX 78634

FIRST FINANCIAL TRUST

YOUR FUTURE FIRST

Client Statement

HEF Endowment Fund

For the Period September 1, 2021 - September 30, 2021

Report Name	Page
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Portfolio Changes	5
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Grant Seabourne
Relationship Manager
Phone: 325-627-7098
Email: gseabourne@fftam.com

FIRST FINANCIAL TRUST

YOUR FUTURE FIRST

Overview of Your Account

For the Period September 1, 2021 - September 30, 2021

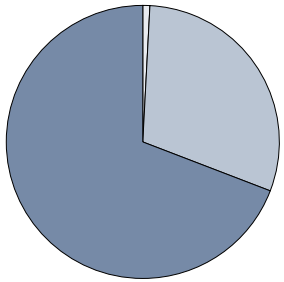
HEF Endowment Fund

Account Summary

	Market Value 09/30/21
Principal Assets	
Cash and Cash Equivalents	5,370.44
Fixed Income	288,614.01
Equity	669,074.92
Total	**963,059.37**

Asset Allocation

As of September 30, 2021



Cash and Cash Equivalents	0.6%
Fixed Income	30.0%
Equity	69.4%
TOTAL:	**100.0%**

Changes in Portfolio Value

	Period ended 09/30/21	Year to Date* 09/30/21
Beginning Value	995,594.27	0.00
Income Received	1,592.42	4,469.23
Contributions	0.00	964,750.00
Expenses	(735.24)	(3,638.32)
Other Disbursements	0.00	(10,000.00)
Change in Market Value	(33,392.08)	7,478.46
Ending Value	**963,059.37**	**963,059.37**

* Fiscal year ending December 31

Income Summary (Cash Basis)

	Period ended 09/30/21	Year to Date* 09/30/21
Dividends	1,592.42	4,469.23
Total Income	**1,592.42**	**4,469.23**

Net Realized Gain (Loss) Summary

	Period ended 09/30/21	Year to Date* 09/30/21
Net Short-Term Gain (Loss)	625.08	283.56
Net Long-Term Gain (Loss)	0.00	0.00
Total Gain (Loss)	**625.08**	**283.56**

FIRST FINANCIAL TRUST

YOUR FUTURE FIRST

Detailed Holdings

For the Period September 1, 2021 - September 30, 2021

HEF Endowment Fund

Description	Shares/ Par	Current Price	Total Market Value	Total Cost	Unrealized Gain/(Loss)	Accrued Income	Estimated Annual Income
Cash and Cash Equivalents							
FINANCIAL SQUARE GOVERNMENT FUND	5,370.440	1.00	5,370.44	5,370.44	0.00	0.04	1.40
Total Cash and Cash Equivalents			**5,370.44**	**5,370.44**	**0.00**	**0.04**	**1.40**
Fixed Income							
Mutual Funds - Fixed Income							
BLACKROCK FDS V CR STRG INM INST	1,356.826	10.46	14,192.40	14,368.98	(176.58)	39.85	455.67
DOUBLELINE TOTAL RET BD-I FUND	1,364.646	10.50	14,328.78	14,396.95	(68.17)	0.00	451.70
FEDERATED GOVT ULTRASHT DURATION FD	1,331.601	9.95	13,249.43	13,261.44	(12.01)	0.86	15.89
FEDERATED HERMES GOVT INC TR FH FLTNG RTR6	1,505.219	9.55	14,374.84	14,420.00	(45.16)	0.00	451.57
VANGUARD INTM TERM INV G-ADM	1,653.526	10.15	16,783.29	16,700.61	82.68	32.40	395.15
VANGUARD SHORT-TERM INVMT GRADE FUND ADM	6,572.089	10.93	71,832.93	72,030.10	(197.17)	101.80	1,214.60
VANGUARD SHORT-TERM TREASURY INDEX ADMRL	3,512.412	20.48	71,934.20	72,074.04	(139.84)	15.10	327.01
VANGUARD TOTAL BOND MARKET INDEX FUND ADM	6,381.379	11.27	71,918.14	71,855.32	62.82	108.56	1,309.25
Total Mutual Funds - Fixed Income			**288,614.01**	**289,107.44**	**(493.43)**	**298.57**	**4,620.84**
Total Fixed Income			**288,614.01**	**289,107.44**	**(493.43)**	**298.57**	**4,620.84**
Equity							
Common Stock							
ADVANCED MICRO DEVICES INC	205.000	102.90	21,094.50	16,707.65	4,386.85	0.00	0.00
ALPHABET INC CL A	11.000	2,673.52	29,408.72	25,996.28	3,412.44	0.00	0.00
AMAZON.COM INC	9.000	3,285.04	29,565.36	30,263.60	(698.24)	0.00	0.00
APPLE INC COM	187.000	141.50	26,460.50	24,661.16	1,799.34	0.00	164.56
BLACKROCK INC	17.000	838.66	14,257.22	14,462.97	(205.75)	0.00	280.84
BLACKSTONE INC COM	109.000	116.34	12,681.06	9,710.40	2,970.66	0.00	166.12

FIRST FINANCIAL TRUST

YOUR FUTURE FIRST

Detailed Holdings

For the Period September 1, 2021 - September 30, 2021

HEF Endowment Fund

Description	Shares/ Par	Current Price	Total Market Value	Total Cost	Unrealized Gain/(Loss)	Accrued Income	Estimated Annual Income
CENTENE CORP	165.000	62.31	10,281.15	11,193.08	(911.93)	0.00	0.00
CHEVRON CORP NEW COM	156.000	101.45	15,826.20	16,166.56	(340.36)	0.00	836.16
CITIGROUP INC	36.000	70.18	2,526.48	2,556.19	(29.71)	0.00	73.44
COCA-COLA CO	351.000	52.47	18,416.97	18,978.45	(561.48)	147.42	589.68
CONOCOPHILLIPS	91.000	67.77	6,167.07	5,172.09	994.98	0.00	167.44
CVS HEALTH CORPORATION	146.000	84.86	12,389.56	11,674.47	715.09	0.00	292.00
FACEBOOK INC-A	46.000	339.39	15,611.94	14,964.75	647.19	0.00	0.00
HONEYWELL INTERNATIONAL INC	75.000	212.28	15,921.00	16,900.91	(979.91)	0.00	279.00
ISHARES CORE S&P MIDCAP ETF	377.000	263.07	99,177.39	102,452.28	(3,274.89)	0.00	1,147.59
ISHARES TR US TRANSPORTATION ETF FD	52.000	243.18	12,645.36	13,863.62	(1,218.26)	0.00	104.57
JOHNSON & JOHNSON	105.000	161.50	16,957.50	17,288.84	(331.34)	0.00	445.20
JPMORGAN CHASE & CO	149.000	163.69	24,389.81	23,180.75	1,209.06	0.00	596.00
LAM RESEARCH CORP COM	19.000	569.15	10,813.85	12,312.69	(1,498.84)	28.50	114.00
LOCKHEED MARTIN CORP	25.000	345.10	8,627.50	9,544.16	(916.66)	0.00	280.00
LOWES COMPANIES INC	56.000	202.86	11,360.16	11,067.13	293.03	0.00	179.20
MASTERCARD INC CL A	63.000	347.68	21,903.84	23,337.87	(1,434.03)	0.00	110.88
MEDTRONIC PLC	108.000	125.35	13,537.80	13,663.84	(126.04)	68.04	272.16
MERCK & CO INC	245.000	75.11	18,401.95	18,230.46	171.49	159.25	637.00
MICROSOFT CORP	98.000	281.92	27,628.16	25,491.50	2,136.66	0.00	243.04
MONDELEZ INTERNATIONAL INC	282.000	58.18	16,406.76	17,171.94	(765.18)	98.70	394.80
NIKE INC CL B	34.000	145.23	4,937.82	4,941.69	(3.87)	9.35	37.40
NORTHROP GRUMMAN CORP	15.000	360.15	5,402.25	5,335.40	66.85	0.00	94.20
PEPSICO INC	119.000	150.41	17,898.79	17,301.86	596.93	0.00	511.70
S&P GLOBAL INC	26.000	424.89	11,047.14	10,034.80	1,012.34	0.00	80.08
SALESFORCE COM INC COM	55.000	271.22	14,917.10	12,815.76	2,101.34	0.00	0.00
SERVICENOW INC	15.000	622.27	9,334.05	7,822.58	1,511.47	0.00	0.00
SPDR S&P BIOTECH ETF	159.000	125.71	19,987.89	21,249.96	(1,262.07)	0.00	34.34
THE WALT DISNEY CO	116.000	169.17	19,623.72	20,979.28	(1,355.56)	0.00	0.00
UNITEDHEALTH GROUP INC	13.000	390.74	5,079.62	5,220.54	(140.92)	0.00	75.40
VANGUARD INFORMATION TECHNOLOGY INDEX ETF	7.000	401.29	2,809.03	2,656.28	152.75	6.21	19.54
WORKDAY INC CLASS A	49.000	249.89	12,244.61	12,019.32	225.29	0.00	0.00
Total Common Stock			**635,739.83**	**627,391.11**	**8,348.72**	**517.47**	**8,226.34**

FIRST FINANCIAL TRUST

YOUR FUTURE FIRST

Detailed Holdings

For the Period September 1, 2021 - September 30, 2021

HEF Endowment Fund

Description	Shares/ Par	Current Price	Total Market Value	Total Cost	Unrealized Gain/(Loss)	Accrued Income	Estimated Annual Income
Mutual Funds - Equity							
JPMORGAN SMALL CAP EQUITY FUND SEL	439.893	75.78	33,335.09	33,995.48	(660.39)	0.00	71.70
Total Mutual Funds - Equity			**33,335.09**	**33,995.48**	**(660.39)**	**0.00**	**71.70**
Total Equity			**669,074.92**	**661,386.59**	**7,688.33**	**517.47**	**8,298.04**
Total Market Value			**963,059.37**	**955,864.47**	**7,194.90**	**816.08**	**12,920.28**

FIRST FINANCIAL TRUST

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Portfolio Changes

For the Period September 1, 2021 - September 30, 2021

HEF Endowment Fund

Description	Shares/ Par	Average Price/Unit	Cost	Proceeds	Realized Gain/(Loss)
Sold					
Cash and Cash Equivalents					
FINANCIAL SQUARE GOVERNMENT FUND	(894.32)	1.00	894.32	894.32	0.00
Total Cash and Cash Equivalents			**894.32**	**894.32**	**0.00**
Equity					
SERVICENOW INC	(4.00)	652.82	2,240.63	2,611.07	370.44
VANGUARD INFORMATION TECHNOLOGY INDEX	(6.00)	429.70	2,323.29	2,577.93	254.64
Total Equity			**4,563.92**	**5,189.00**	**625.08**
Total Sold			**5,458.24**	**6,083.32**	**625.08**
Purchased					
Cash and Cash Equivalents					
FINANCIAL SQUARE GOVERNMENT FUND	1,614.16	1.00	(1,614.16)		
Total Cash and Cash Equivalents			**(1,614.16)**		
Equity					
CITIGROUP INC	36.00	70.95	(2,556.19)		
MASTERCARD INC CL A	8.00	346.21	(2,770.15)		
Total Equity			**(5,326.34)**		
Total Purchased			**(6,940.50)**		

FIRST FINANCIAL TRUST

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Capitalization Changes

For the Period September 1, 2021 - September 30, 2021

HEF Endowment Fund

No transactions in the reporting period.

FIRST FINANCIAL TRUST

YOUR FUTURE FIRST

Transaction Detail (Cash Basis)

For the Period September 1, 2021 - September 30, 2021

HEF Endowment Fund

Date	Transaction	Description	Principal Cash Receipt	Principal Cash Disbursement
Beginning Cash Balance			**0.00**	
Income Received				
Dividends				
09/01/21	CASH DIVIDEND	91 shares @ 0.43 CONOCOPHILLIPS Rec Dt 07/26/2021 Pay Dt 09/01/2021	39.13	
09/01/21	CASH DIVIDEND	FINANCIAL SQUARE GOVERNMENT FUND	0.04	
09/02/21	CASH DIVIDEND	BLACKROCK FDS V CR STRG INM INST Rec Dt 09/01/2021 Pay Dt 09/01/2021	42.19	
09/02/21	CASH DIVIDEND	VANGUARD TOT BD MKT IDX ADM Rec Dt 09/01/2021 Pay Dt 09/01/2021	113.06	
09/02/21	CASH DIVIDEND	VANGUARD SHORT-TERM INVMT GRADE FUND ADM Rec Dt 09/01/2021 Pay Dt 09/01/2021	102.72	
09/02/21	CASH DIVIDEND	VANGUARD INTM TERM INV G-ADM Rec Dt 09/01/2021 Pay Dt 09/01/2021	32.53	
09/02/21	CASH DIVIDEND	1,364.646 shares @ 0.0256282 DOUBLELINE TOTAL RET BD-I FUND Rec Dt 08/30/2021 Pay Dt 08/31/2021	34.97	
09/02/21	CASH DIVIDEND	3,512.412 shares @ 0.0046 VANGUARD SHORT-TERM TREASURY INDEX ADMRL Rec Dt 08/30/2021 Pay Dt 09/01/2021	16.16	
09/03/21	CASH DIVIDEND	75 shares @ 0.93 HONEYWELL INTERNATIONAL INC Rec Dt 08/13/2021 Pay Dt 09/03/2021	69.75	
09/03/21	CASH DIVIDEND	FEDERATED GOVT ULTRASHT DURATION FD Rec Dt 09/01/2021 Pay Dt 09/01/2021	1.23	
09/03/21	CASH DIVIDEND	1,505.219 shares @ 0.0276043 FEDERATED HERMES GOVT INC TR FH FLTNG RT R6 Rec Dt 08/31/2021 Pay Dt 08/31/2021	41.55	
09/07/21	CASH DIVIDEND	105 shares @ 1.06	111.30	

FIRST FINANCIAL TRUST

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Transaction Detail (Cash Basis)

For the Period September 1, 2021 - September 30, 2021

HEF Endowment Fund

Date	Transaction	Description	Principal	
			Cash Receipt	Cash Disbursement
		JOHNSON & JOHNSON Rec Dt 08/24/2021 Pay Dt 09/07/2021		
09/09/21	CASH DIVIDEND	98 shares @ 0.56 MICROSOFT CORP Rec Dt 08/19/2021 Pay Dt 09/09/2021	54.88	
09/10/21	CASH DIVIDEND	156 shares @ 1.34 CHEVRON CORP NEW COM Rec Dt 08/19/2021 Pay Dt 09/10/2021	209.04	
09/10/21	CASH DIVIDEND	26 shares @ 0.77 S&P GLOBAL INC Rec Dt 08/26/2021 Pay Dt 09/10/2021	20.02	
09/15/21	CASH DIVIDEND	15 shares @ 1.57 NORTHROP GRUMMAN CORP Rec Dt 08/30/2021 Pay Dt 09/15/2021	23.55	
09/21/21	CASH DIVIDEND	13 shares @ 1.45 UNITEDHEALTH GROUP INC Rec Dt 09/13/2021 Pay Dt 09/21/2021	18.85	
09/22/21	CASH DIVIDEND	17 shares @ 4.13 BLACKROCK INC Rec Dt 09/07/2021 Pay Dt 09/22/2021	70.21	
09/24/21	CASH DIVIDEND	25 shares @ 2.6 LOCKHEED MARTIN CORP Rec Dt 09/01/2021 Pay Dt 09/24/2021	65.00	
09/30/21	CASH DIVIDEND	52 shares @ 0.564007 ISHARES TR US TRANSPORTATION ETF FD Rec Dt 09/27/2021 Pay Dt 09/30/2021	29.33	
09/30/21	CASH DIVIDEND	377 shares @ 0.978723 ISHARES CORE S&P MIDCAP ETF Rec Dt 09/27/2021 Pay Dt 09/30/2021	368.98	
09/30/21	CASH DIVIDEND	119 shares @ 1.075 PEPSICO INC Rec Dt 09/03/2021 Pay Dt 09/30/2021	127.93	
Total Dividends			**1,592.42**	
Total Income Received			**1,592.42**	

FIRST FINANCIAL TRUST

YOUR FUTURE FIRST

Transaction Detail (Cash Basis)
For the Period September 1, 2021 - September 30, 2021

HEF Endowment Fund

Date	Transaction	Description	Principal Cash Receipt	Principal Cash Disbursement
Sales				
09/08/21	SALE CASH SETTLEMENT	6 shares VANGUARD INFORMATION TECHNOLOGY INDEX Trade 09/03/2021 Settle 09/08/2021 6 Units @ 429.7067	2,577.93	
09/20/21	SALE CASH SETTLEMENT	4 shares SERVICENOW INC Trade 09/16/2021 Settle 09/20/2021 4 Units @ 652.8215	2,611.07	
	SWEEP SALE	FINANCIAL SQUARE GOVERNMENT FUND 894.32 shares for 894.32	894.32	
Total Sales			**6,083.32**	
Purchases				
09/08/21	PURCHASE CASH SETTLEMENT	36 shares CITIGROUP INC Trade 09/03/2021 Settle 09/08/2021 36 Units @ 70.9553		(2,556.19)
09/20/21	PURCHASE CASH SETTLEMENT	8 shares MASTERCARD INC CL A Trade 09/16/2021 Settle 09/20/2021 8 Units @ 346.2195		(2,770.15)
	SWEEP PURCHASE	FINANCIAL SQUARE GOVERNMENT FUND 1,614.16 shares for 1,614.16-		(1,614.16)
Total Purchases				**(6,940.50)**
Expenses				
Fees				
09/16/21	MANAGEMENT FEE	For The Period 08/15/2021 To 09/15/2021		(735.24)

FIRST FINANCIAL TRUST

YOUR FUTURE FIRST

Transaction Detail (Cash Basis)

For the Period September 1, 2021 - September 30, 2021

HEF Endowment Fund

Date	Transaction	Description	Principal	
			Cash Receipt	Cash Disbursement
Total Fees				**(735.24)**
Total Expenses				**(735.24)**
Ending Cash Balance			**0.00**	

FIRST FINANCIAL TRUST

YOUR FUTURE FIRST

Pending Trades

For the Period September 1, 2021 - September 30, 2021

HEF Endowment Fund

No transactions in the reporting period.

FIRST FINANCIAL TRUST

YOUR FUTURE FIRST

Realized Gain (Loss) Detail

For the Period September 1, 2021 - September 30, 2021

HEF Endowment Fund

Sale Date	Description	Shares/ Par	Proceeds	Cost	ST Realized Gain (Loss)	LT Realized Gain (Loss)
Sold						
Equity						
09/08/2021	VANGUARD INFORMATION TECHNOLOGY INDEX	(6.00)	2,577.93	(2,323.29)	254.64	0.00
09/20/2021	SERVICENOW INC	(4.00)	2,611.07	(2,240.63)	370.44	0.00
Total Equity			**5,189.00**	**(4,563.92)**	**625.08**	**0.00**
Total Sold			**5,189.00**	**(4,563.92)**	**625.08**	**0.00**

	Period ended 09/30/2021	Year to date* 09/30/2021
Total net short-term gain (loss)	625.08	283.56
Total short term capital gain distribution	0.00	0.00
Total net long-term gain (loss)	0.00	0.00
Total long term capital gain distribution	0.00	0.00
Total Gain (Loss)	**625.08**	**283.56**

FIRST FINANCIAL TRUST

YOUR FUTURE FIRST

Additional Notes
As of September 30, 2021

HEF Endowment Fund

Client Soft Dollar Notice

First Financial Trust & Asset Management Co. N.A. (FFTAM) may direct client brokerage to broker-dealers who provide research and brokerage services to FFTAM. Such arrangements are structured to comply with the safe harbor of Section 28(e) of the Securities Exchange Act of 1934, which permits the payment of commissions that exceed commissions other broker-dealers may charge if FFTAM determines that such commissions are reasonable in relation to the research or brokerage services provided. Such an arrangement necessarily involves the potential for a conflict of interest since FFTAM may have an incentive to select broker-dealers based on FFTAM's interest in receiving research services rather than based on the client's interest in receiving the most favorable execution. The research or brokerage services that FFTAM may obtain from broker-dealers may include, among others, economic statistics and forecasting services, industry and company analyses, portfolio strategy services, quantitative data and market information systems. Research and brokerage services received may include proprietary research generated by the broker-dealers that execute the transactions, brokerage services, or a rebate on brokerage services, provided by the executing broker-dealer, or research generated by third parties.

A broker-dealer might also furnish FFTAM with a "mixed-use" product or service that is useful both in making investment decisions for managed accounts and in performing administrative or other non-research functions. Where this occurs, FFTAM allocates the cost of the product or service such that the portion or specific component that assists in the investment decision-making process is obtained with portfolio commissions and the portion or specific component that provides non-research assistance is paid for by FFTAM from its own funds.

The Board of Directors for FFTAM reviews annually the firm's use of portfolio commissions to obtain research and brokerage services. It evaluates such matters as the types and costs of services received, the commissions used to obtain such services and the allocation of "mixed-use" items.

FFTAM does not allocate the relative costs or benefits of research or brokerage services, believing that the services received are, in the aggregate, of assistance in fulfilling overall responsibilities to clients. Accordingly, any research or brokerage services received for a particular client's brokerage commissions may be useful to the client, but also may be useful in the management of other client accounts. Similarly, the research or brokerage services received for the commissions of such other client accounts may be useful for the client.

Oil and Gas Asset Notice

For accounts that hold oil and gas assets, the market value of the oil and gas assets is an estimated value.

Cost Data/Realized Capital Gains & Losses

Cost Data and Realized Capital Gains/Losses are provided in this statement for informational purposes only. Please review for accuracy. FFTAM is not responsible for omitted or restated data. Please consult your tax advisor to determine the tax consequences of your securities transactions. Your statement is not an official accounting of gains/losses. Please refer to your records, trade confirmations, and your Tax Reporting Statement (Form 1099).

Estimated Annual Income

Estimated Annual Income for certain types of securities could include a return of principal or capital gains in which case the Estimated Annual Income would be overstated. Estimated Annual Income is an estimate and the actual income might be lower or higher than the estimated amounts.

Customer Service- Contact your Administrator

Please promptly report any inaccuracy, discrepancy, and/or concern by calling First Financial Trust & Asset Management Company, N.A. at (325) 627-7100 or your Account Administrator found on the first page of this statement within 10 business days after delivery of or communication of the account statement. You should re-confirm any oral communications in writing to protect your rights.

THE TSTC FOUNDATION

THE TSTC FOUNDATION
3801 Campus Drive
Waco, Texas 76705
O: 254-867-3900
F: 254-867-3997

Ms. Claudia Cardwell,

Below are the students that have met the Hutto Education Foundation's criteria for the Fall 2021 Semester:

Term	Location	First Name	Last Name	Major Description	Degree Code
21/FA	EWCHEC	Jackson	[redacted]	Welding Technology	CER2
21/FA	EWCHEC	Alexis	[redacted]	Culinary Arts	AAS
21/FA	EWCHEC	Madison	[redacted]	Cyber Security	AAS
21/FA	EWCHEC	Onyema-Onyinyech	[redacted]	Cyber Security	AAS
21/FA	EWCHEC	Gilberto	[redacted]	Welding Technology	AAS
21/FA	EWCHEC	Guadalupe	[redacted]	Welding Technology	CER2

The TSTC Foundation is requesting $3000 to fund the 2nd half of the HEF Scholarships. We appreciate The Hutto Education's generosity and continued partnership.

V/R,

Michael J. Smith
Vice-President of Development
Texas State Technical College

THE TSTC FOUNDATION

THE TSTC FOUNDATION
3801 Campus Drive
Waco, Texas 76705
SO: 254-867-3900
F: 254-867-3997

Hutto Education Foundation
Activity Report
For Fall 2020 & Spring 2021

Your donations have created the Hutto Education Foundation Scholarship fund at Texas State Technical College. Below is a detail of the activity for your scholarship awarded in Fall '20 and Spring '21 of the 2020/2021 academic year.

Students receiving the Hutto Education Foundation scholarship funds must have graduated from Hutto ISD and have completed at least 36 credit hours. In the Fall 2020 semester we awarded 6 student scholarships for a total of $3,000. In the Spring 2021 semester we have awarded 4 of those students the second installment of their scholarship with the remainder of the funds.

Scholarship Activity

Gift made in August 2020	$5,000
Awards made in Fall 2020	*-3,000*
Awards made in Spring 2021	*-2,000*
Funds Remaining	**$0.00**

Recipient Summary

First	Last	Program	Campus	Semester	Award Amount
Joshua	[redacted]	Cyber Security	East Williamson	Fall '20	$500.00
Julio	[redacted]	Culinary	East Williamson	Fall '20	$500.00
Christopher	[redacted]	Culinary	East Williamson	Fall '20	$500.00
Daxxon	[redacted]	Facilities Maint.	Waco	Fall '20	$500.00
Mathew	[redacted]	Automotive	Waco	Fall '20	$500.00
Kent	[redacted]	Precision Machining	East Williamson	Fall '20	$500.00
Joshua	[redacted]	Cyber Security	East Williamson	Spring '21	$500.00
Julio	[redacted]	Culinary	East Williamson	Spring '21	$500.00
Mathew	[redacted]	Automotive	Waco	Spring '21	$500.00
Kent	[redacted]	Precision Machining	East Williamson	Spring '21	$500.00

$5,000.00

Commissioners Court - Regular Session **29.**

Meeting Date: 11/09/2021

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 projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Pan Act (ARPA) and the 2021 Tax Anticipation Note (TAN).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:16 AM
Form Started By: Tomika Lynce		Started On: 11/03/2021 04:29 PM
Final Approval Date: 11/04/2021		

Commissioners Court - Regular Session **30.**

Meeting Date: 11/09/2021

Williamson County Crisis Center d/b/a Hope Alliance First Addendum

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving a First Addendum to the agreement between Williamson County and Williamson County Crisis Center d/b/a Hope Alliance for reimbursement under the Coronarvirus Aid, Relief and Economic Security Act (CARES Act) for expenses incurred as a result of COVID-19.

Background

Exhibit A is being amended. Total Funding requested remains the same at not to exceed amount of $1,000,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CARES Act Williamson County Crisis Center First Addendum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:19 AM
Form Started By: Julie Kiley		Started On: 11/03/2021 08:07 PM
Final Approval Date: 11/04/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST ADDENDUM FOR SOCIAL SERVICE FUNDING AGREEMENT BETWEEN WILLIAMSON COUNTY AND WILLIAMSON COUNTY CRISIS CENTER D\B\A HOPE ALLIANCE

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, and the Texas Health & Safety Code.

THIS ADDENDUM TO THE SOCIAL SERVICE FUNDING AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and the **Williamson County Crisis Center d/b/a Hope Alliance** (hereinafter the "Agency"). County agrees to continue engaging Agency as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Original Social Service Funding Agreement; and
B. This Williamson County Addendum.

II.

Exhibit "A" Revised: A revised Exhibit "A" to show updated allowable expenses is attached hereto and incorporated herein.

III.

In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:	AGENCY:
_____	Richard M. Brown _____
Authorized Signature	Authorized Signature
Date: _____, 2021	Date: November 01, 2021

County Addendum (Revised Exhibit A for Hope Alliance) 11.1

Final Audit Report 2021-11-02

Created:	2021-11-01
By:	Zenda Hyden (zenda.hyden@hopealliancetx.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHDnryVGwC9YqTnX8yRoY0tuS8UNkJbTW

"County Addendum (Revised Exhibit A for Hope Alliance) 11.1" History

Document created by Zenda Hyden (zenda.hyden@hopealliancetx.org)
2021-11-01 - 8:16:43 PM GMT- IP address: 71.41.203.30

Document emailed to Richard Brown (rick.brown@hopealliancetx.org) for signature
2021-11-01 - 8:17:04 PM GMT

Email viewed by Richard Brown (rick.brown@hopealliancetx.org)
2021-11-02 - 2:14:53 AM GMT- IP address: 71.223.134.204

Document e-signed by Richard Brown (rick.brown@hopealliancetx.org)
Signature Date: 2021-11-02 - 2:16:04 AM GMT - Time Source: server- IP address: 71.223.134.204

Agreement completed.
2021-11-02 - 2:16:04 AM GMT

October 29, 2021

Williamson County Auditor's Office
710 Main Street, Suite 301
Georgetown, TX 78626

RE: Williamson County Social Services Cares Exhibit A

There are two service types that will be billed for:

Non-Shelter services include hotline assistance, online crisis chat, crisis intervention, intake, hospital accompaniment, court accompaniment, legal Assistance, peer support, adult counseling, child counseling, family counseling, support groups, and therapeutic group.

Shelter services include nights of safety, transportation, crisis intervention, intake, hospital accompaniment, court accompaniment, legal assistance, peer support, adult counseling, child counseling, family counseling, support groups, and therapeutic group.

Total Units of Service for both service types not to exceed 36,372.
Average cost per unit of service ranges from $22.68 to $38.89.
Total funding not to exceed $1,000,000.00.

Thank you,

Richard M. Brown, Ed. D
CEO

Williamson County Crisis Center dba

HOPE Alliance

Survive. Thrive. Prevent.
Allied to End Family & Sexual Violence

1-800-460-SAFE (7233)

1011 Gattis School Road
Suite #110
Round Rock, Texas 78664
Phone: 512.255.1212
Fax: 512.255.7331

www.hopealliancetx.org

CEO - Richard M. Brown, Ed. D.

VP, Programs - Ellen Payne, LCSW

VP, Finance - Zenda Hyden

VP, Resource Development - Lesa Cantrell, MSL

Board of Directors 2021—2022

President - Charlie Pittman
Past President - Renee Petsche
Vice President - Vacant
Secretary - Virginia Gen
Treasurer - Sally Volling
Diane Bennett
Estella Galan Colmenero
Dr. Joanna Davis
Shawn Dick
Valerie Francois
Donna Miller
Andrew Norris
Carol Rabago
Sandy Sargent
Janet Vito
Jason Williams

Outreach Offices:

Cedar Park
Georgetown
Hutto
Liberty Hill
Taylor

Commissioners Court - Regular Session **31.**

Meeting Date: 11/09/2021

Office of Governor Grant in support of Family Recovery Court and Creating Grant Funded Case Manager Position

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Request to Accept Office of Governor Grant in support of Family Recovery Court and Creating Grant-Funded Case Manager Position.

Background

The Child Welfare Courts have been notified that they were approved for the requested Office of Governor Grant in support of the Family Recovery Court program. We request that the Court authorize acceptance of this Grant and creation of the Grant-Funded position associated with the grant.

This Grant amounts to $150,838.52, and includes funding in the following categories:

- Personnel (creating Case Manager position): $63,024.36, to include salary and benefits
- Contractual and Professional Services (enhanced treatment capacity and substance use monitoring): $75,402
- Other Programmatic Expenses (travel and training, FF&E, software licenses, etc.): $12,412.16

It will allow the Courts to provide case management and increased substance abuse/mental health treatment to parents involved in the Child Welfare (CPS) Court System. It will also allow the Courts to utilize the Williamson County Bridge Model in CPS cases and test the ability of that Model to increase safe reunification of children with families.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/03/2021 12:57 PM
Form Started By: Ronald Morgan		Started On: 11/03/2021 12:31 PM
Final Approval Date: 11/03/2021		

Commissioners Court - Regular Session **32.**

Meeting Date: 11/09/2021

Purchase of Four (4) Chevy Tahoes from Holiday Chevrolet for Constable 4

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of four (4) Chevrolet Tahoes from Holiday Chevrolet in the amount of $243,050.00, pursuant to TXSmartBuy Contract #070-A1 for the vehicle and Tarrant County Cooperative Contract #2019-181 for the upfitting.

Background

Approval of this purchase will support the operations of Williamson County Constable Pct.4 Department. These Tahoes will replace units 4B1533, 4B1676, 4B1771 and 4B1822. The quotes are attached that outline the vehicles and upfittings.

Three (3) vehicles will be purchased for $62,000.00 each for a total of $186,000.00 and one (1) vehicle will be purchased for $57,050.00 for a total of $243,050.00.

The Fleet Services and Budget Department have both reviewed this purchase. Department contact is Brian Olson. This expenditure will be charged to 01.0100.0554.005700.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Constable 4 Holiday Chevrolet Redacted Quotes

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 09:17 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 09:20 AM
Form Started By: Mary Watson		Started On: 11/03/2021 08:20 AM
Final Approval Date: 11/04/2021		

Req 127447

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1 Vehicle Color - Blue

Description	Location	Qty	Price	Total
2022 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Additional Key FOBs & Radio Suppression. (No Spotlight) Purchased Through Holiday Chevrolet on Texas Smart Buy Cooperative Contract # 070-A1 Series XS135PUR - Commodity Code 0710540306 Holiday Chevrolet 1009 Highway 82 West Whitesboro, Tx 76273 Options: GLU Midnight Blue Metallic V76 Recovery Hooks $50.00 VK3 Front License Plate Bracket BTV Remote Start $300.00 AMF Additional FOBs $75.00 Customer PO # (1) Supervisor Unit @ $57,050.00 Payment to be made to Holiday Chevrolet on Texas Contract # 070-A1 Series XS135PUR Vin #'s GM Order # ZZDGX7 Vehicle titles should be in the name & address of: Williamson County Attn: Auditors Office 710 S. Main St., Suite 301 Georgetown, Texas 78626 Williamson Co TX PCT. 4 Constable - WO # - Work Order		1	33,737.00	33,737.00

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

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1 Vehicle Color - Blue

Description	Location	Qty	Price	Total
2 Year Texas State Inspection Certificate		1	7.00	7.00
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply # DS-PAN-1112-2		1	1,099.00	1,099.00
Defender Supply Computer Mount; Console. Includes Installation.		1	345.00	345.00
Federal Signal 3' Round 6 LED Compartment / Dome Light that is Switchable between Red or White - (1) Mounted in Cabin Ceiling Mount & (2) on Rear Tailgate with 3-Way Switches		3	45.00	135.00
Defender Supply Two-Way (800) Radio Antenna and Coaxial Cable. Includes Installation. Roof Mount		1	155.00	155.00
Federal Signal 51" Valor Light Bar Dual Color, Low-Profile LED, Non-Linear "V-shape" Off-Axis Lighting, Solaris® LED Reflector Technology, SpectraLux® Multi-Color LED technology, Reduced Wind Noise, FSJoin technology & Low Hook Mount Height		1	3,400.00	3,400.00
Federal Signal Hook Kit for 51" and 53" Light Bar- 2021 Tahoe, Silverado 1500		1	0.00	0.00
Federal Signal Siren/Light Controller with 17-Button Controller, 100/200 W, OBDII with Integration Capability, Integrated Rumbler Capability &Integrated Dual-tone Capability		1	0.00	0.00
Federal Signal DynaMax 100W Speaker		1	0.00	0.00
Federal Signal ES100 Speaker Bracket, Universal Bail		1	0.00	0.00
Federal Signal - 25 foot OBDII Interface Cable		1	0.00	0.00
Federal Signal 24 Channel Expansion Module for Pathfinder Siren/Light Controller		1	0.00	0.00
Federal Signal Pair of Rumbler® Low-Frequency Siren for Police Vehicles Delivering up to 10 dB more Sound Pressure		1	325.00	325.00
Federal Signal Rumbler Brackets, 2021 Tahoe		1	0.00	0.00

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1 Vehicle Color - Blue

Description	Location	Qty	Price	Total
Federal Signal Push Bumper, 2021 Tahoe		1	391.63	391.63
Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe 9C1 & Ford F-150 bumpers, use with MPS600U or MPS620U lights		1	24.00	24.00
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White Mounted in Front Bumper Tube - Whites to do Take Downs When Activated - Red/Blue/Red/Blue		2	82.50	165.00
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted in Front Bumper Tube - Whites to do Take Downs When Activated - Red/Blue/Red/Blue		2	82.50	165.00
Federal Signal Micropulse 620 Ultra - 12 LED Lighthead Dual Color Red/Blue - Mounted on Sides of Push Bumper		2	81.00	162.00
Federal Signal Micropulse 620 Ultra Surface Mount - 18LED Lighthead Tri-Color Red/White/Blue on Front Side Mirrors		4	132.495	529.98
Federal Signal Wedge Kit Pair for MPS lights Mounted Near Running Board Area or for FPIU Lights on Front Side Mirrors on 2021 Chevrolet Tahoe 9C1 or SSV		4	10.83	43.32
Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Glass on Top of window – Programmed to do White Alley Lights when Activated		2	167.50	335.00
Federal Signal MicroPulse Ultra 6, Dual-Color Red/Blue, Surface Mount Lights - Mounted under Rear Spoiler		6	80.40	482.40
Federal Signal Rear Spoiler Bracket Kit for MPS600 or MPS600U Lights for the 2021+ Chevrolet Tahoe 9C1 & SSV		1	100.00	100.00
Federal Signal Hideaway Light in Red/White Split - Mounted in Reverse Lights		1	65.00	65.00
Federal Signal Hideaway Light in Blue/White Split - Mounted in Reverse Lights		1	65.00	65.00
Federal Signal Universal Tail Light Flasher		1	59.95	59.95

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1 Vehicle Color - Blue

Description	Location	Qty	Price	Total
Federal Signal - 24LED Lighthead Dual Color Red/Blue - Surface Mounted Horizontal right beside Rear License Plate		2	130.00	260.00
Federal Signal Micropulse 620 Ultra - 12 LED Lighthead Dual Color Red/Blue - Mounted on Bottom of Liftgate		2	87.50	175.00
Defender Supply TAHOE Free Standing Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		1	742.50	742.50
Setina T-Rail Universal Lock, EoTech Bracket to Fit Oversize Locks to fit AR-15 optics		1	14.85	14.85
Defender Supply TAHOE Cargo Barrier with Mesh Window. Includes Shipping Installation.		1	540.00	540.00
Defender Supply Rear Seat Dome Light - Includes 2, 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Switches on the C-pillar for the Coresponding Side. Includes Installation.		1	255.00	255.00
Stalker DSR - 'Ka' Band - Front & Rear Antenna Moving Radar Unit with Remote and Vehicle Specific Brackets. Includes Installation.		1	3,140.00	3,140.00
Streamlight Strion SL-DS - 74614		1	130.00	130.00
Installation of Above Emergency Equipment		1.25	110.00	137.50
Plastic Plus Level 3 Single Drawer Poly Vault with FULL HEIGHT BACK WALL (Fits 2021 Tahoe)		1	1,995.00	1,995.00
Plastic Plus 3rd drawer option with Southco locking latches - # PP-TAH-2021-3 RD-L1-5x36 - Est # 7945		1	395.00	395.00
Plastic Plus Shipping of Above Cargo Box		1	295.00	295.00
Custom Reflective Vehicle Graphic Kit by Mike Glass with Defender Supply		1	520.00	520.00
Ghost Graphics Reflective Chevrons for the Rear of Tahoe Bumpers by Mike Glass		1	78.00	78.00
Professional Installation of Graphics by Defender Supply & Mike Glass		1	160.00	160.00
Window Tint - For Two Front Windows		1	79.95	79.95

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1 Vehicle Color - Blue

Description	Location	Qty	Price	Total
Defender Supply Custom Made Vehicle Wiring Harness, Power Distribution Module & Blue Sea Battery Management System Designed for Heavy Duty Use		1	499.95	499.95
Plastix Plus 2021 Chevy Tahoe center console. INCLUDES Arm Rest Pad and (1) aftermarket 12v plug. ***DOES NOT INCLUDE FACEPLATES***		1	815.77	815.77
Plastix Plus Shipping		1	160.00	160.00
Havis Equipment Bracket for Panasonic Arbitrator - ARB-WJ-VR30		1	20.00	20.00
Havis 1-Piece Equipment Mounting Bracket, 4' Mounting Space, Fits Federal Signal Smart Siren SSP3000		1	20.00	20.00
Havis 1-Piece Equipment Mounting Bracket, 2.5' Mounting Space, Fits Motorola XTL2500, XTL5000-05, APX-7500,		1	20.00	20.00
Jotto Desk Magnetic Console Mic Clip		2	28.00	56.00
Havis - Console Mount Mic Clip Bracket		2	10.00	20.00
Additional 12-Volt DC Heavy Duty Electrical Power Socket with Moisture Covers - Mounted on Side of Console		3	6.40	19.20
Installation of Above Plastix Plus Console		3	110.00	330.00
Vehicle Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00
Installation of Above Emergency Equipment & Customer Supplied: Panasonic Video System Police Radio - Motorola APX7500 1-Piece Police Radio Speaker Police Radio Roof Antenna Radio Wiring Harness Cradle Point Wiring Harness Cradle Point Antenna (Mounted in the Front on the Side of Console).		37	110.00	4,070.00
Customer to Pick Up Vehicles				

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1 Vehicle Color - Blue

Description	Location	Qty	Price	Total
Make & Model of Customer Supplied Police Radio - Motorola APX7500 Is Customer Supplied Police Radio a One or Two Piece Unit - One - Hot all the Time What is the Frequency of Customer Supplied Police Radio - 800MHz Make & Model of Customer Supplied Laptop - Panasonic Toughbook CF33 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF Does the of Customer Supplied Laptop have a built-in power supply - No Last year the tech installed two antennas on the roof & the vehicle only needs one, a 800Mhz Note - Roof Antenna Placement: 800 MhZ Antenna – Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Multi Purpose GPS Cradlepoint Antenna -- Roof mounted between B-C pillars Tech Please Pre-Wire to Console for Radio Power, Ground & Roof Antenna Note - Cradle Point Mounting Placement: On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat. On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please. CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock				

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

Vehicle & Emergency Equipment Total	**$57,050.00**

Signature _____

Req 127447

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1 Vehicle Color - Blue

Description	Location	Qty	Price	Total
2022 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Additional Key FOBs & Radio Suppression. (No Spotlight) Purchased Through Holiday Chevrolet on Texas Smart Buy Cooperative Contract # 070-A1 Series XS135PUR - Commodity Code 0710540306 Holiday Chevrolet 1009 Highway 82 West Whitesboro, Tx 76273 Options: GLU Midnight Blue Metallic V76 Recovery Hooks $50.00 VK3 Front License Plate Bracket BTV Remote Start $300.00 AMF Additional FOBs $75.00 Customer PO # (3) Patrol Units @ $62,000.00 X 3 = $186,000.00 Payment to be made to Holiday Chevrolet on Texas Contract # 070-A1 Series XS135PUR Vin #'s GM Order #'s ZZDGX4, ZZDGX5, ZZDGX6 Vehicle titles should be in the name & address of: Williamson County Attn: Auditors Office 710 S. Main St., Suite 301 Georgetown, Texas 78626		1	33,737.00	33,737.00

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

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1 Vehicle Color - Blue

Description	Location	Qty	Price	Total
Williamson Co TX PCT. 4 Constable - WO # - Work Order				
2 Year Texas State Inspection Certificate		1	7.00	7.00
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
Defender Supply TAHOE Console Package - Contoured Police Console With Dual Cup Holder, Arm Rest, 2 Mic Clips, Base Plate.				786.00
Includes Installation.				
Havis Docking Station with Dual Pass-Through Antenna connection for Panasonic Toughbook 33, 2-in-1 Laptop with Power Supply # DS-PAN-1112-2		1	1,099.00	1,099.00
Defender Supply Computer Mount; Console. Includes Installation.		1	345.00	345.00
Federal Signal 3' Round 6 LED Compartment / Dome Light that is Switchable between Red or White - (1) Mounted in Cabin Ceiling Mount & (2) on Rear Tailgate with 3-Way Switches		3	45.00	135.00
Defender Supply Two-Way (800) Radio Antenna and Coaxial Cable. Includes Installation. Roof Mount		1	155.00	155.00
Federal Signal 51" Valor Light Bar Dual Color, Low-Profile LED, Non-Linear "V-shape" Off-Axis Lighting, Solaris® LED Reflector Technology, SpectraLux® Multi-Color LED technology, Reduced Wind Noise, FSJoin technology & Low Hook Mount Height		1	3,400.00	3,400.00
Federal Signal Hook Kit for 51" and 53" Light Bar- 2021 Tahoe, Silverado 1500		1	0.00	0.00
Federal Signal Siren/Light Controller with 17-Button Controller, 100/200 W, OBDII with Integration Capability, Integrated Rumbler Capability &Integrated Dual-tone Capability		1	0.00	0.00
Federal Signal DynaMax 100W Speaker		1	0.00	0.00
Federal Signal ES100 Speaker Bracket, Universal Bail		1	0.00	0.00
Federal Signal - 25 foot OBDII Interface Cable		1	0.00	0.00

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

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1	Vehicle Color - Blue

Description	Location	Qty	Price	Total
Federal Signal 24 Channel Expansion Module for Pathfinder Siren/Light Controller		1	0.00	0.00
Federal Signal Pair of Rumbler® Low-Frequency Siren for Police Vehicles Delivering up to 10 dB more Sound Pressure		1	325.00	325.00
Federal Signal Rumbler Brackets, 2021 Tahoe		1	0.00	0.00
Federal Signal Push Bumper, 2021 Tahoe		1	391.63	391.63
Federal Signal - PBX Series Push Bumper Four-Light top-channel for Chevy Tahoe 9C1 & Ford F-150 bumpers, use with MPS600U or MPS620U lights		1	24.00	24.00
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White Mounted in Front Bumper Tube - Whites to do Take Downs When Activated - Red/Blue/Red/Blue		2	82.50	165.00
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted in Front Bumper Tube - Whites to do Take Downs When Activated - Red/Blue/Red/Blue		2	82.50	165.00
Federal Signal Micropulse 620 Ultra - 12 LED Lighthead Dual Color Red/Blue - Mounted on Sides of Push Bumper		2	81.00	162.00
Federal Signal Micropulse 620 Ultra Surface Mount - 18LED Lighthead Tri-Color Red/White/Blue on Front Side Mirrors		4	132.495	529.98
Federal Signal Wedge Kit Pair for MPS lights Mounted Near Running Board Area or for FPIU Lights on Front Side Mirrors on 2021 Chevrolet Tahoe 9C1 or SSV		4	10.83	43.32
Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Glass on Top of window – Programmed to do White Alley Lights when Activated		2	167.50	335.00
Federal Signal MicroPulse Ultra 6, Dual-Color Red/Blue, Surface Mount Lights - Mounted under Rear Spoiler		6	80.40	482.40
Federal Signal Rear Spoiler Bracket Kit for MPS600 or MPS600U Lights for the 2021+ Chevrolet Tahoe 9C1 & SSV		1	100.00	100.00
Federal Signal Hideaway Light in Red/White Split - Mounted in Reverse Lights		1	58.50	58.50

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

2022 Chevrolet Tahoe 9C1 Vehicle Color - Blue

Description	Location	Qty	Price	Total
Federal Signal Hideaway Light in Blue/White Split - Mounted in Reverse Lights		1	58.50	58.50
Federal Signal Universal Tail Light Flasher		1	59.95	59.95
Federal Signal - 24LED Lighthead Dual Color Red/Blue - Surface Mounted Horizontal right beside Rear License Plate		2	130.00	260.00
Federal Signal Micropulse 620 Ultra - 12 LED Lighthead Dual Color Red/Blue - Mounted on Bottom of Liftgate		2	87.50	175.00
Defender Supply TAHOE Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.		1	645.50	645.50
Pro-Gard Space Saver Plus partition w/ center sliding window and Viper Shields. Includes Shipping and Installation.		1	3,182.97	3,182.97
Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.				453.00
Setina T-Rail Universal Lock, EoTech Bracket to Fit Oversize Locks to fit AR-15 optics		1	14.85	14.85
Defender Supply TAHOE Cargo Barrier with Mesh Window, Plastic Prisoner Seat with Center Pull Seat Belt System. Includes Shipping and Installation.		1	1,585.00	1,585.00
Defender Supply TAHOE Steel Window Guards . Includes Shipping and Installation.		1	361.00	361.00
Defender Supply TAHOE Prisoner Door Panels. Includes Shipping and Installation.		1	363.00	363.00

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1 Vehicle Color - Blue

Description	Location	Qty	Price	Total
Defender Supply Rear Seat Dome Light - Includes 2, 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Switches on the C-pillar for the Coresponding Side. Includes Installation.		1	255.00	255.00
Applied Concepts/Stalker DSR radar system - 'Ka' Band - Front & Rear Antenna Moving Radar Unit with Remote and Vehicle Specific Brackets. Includes Installation.		1	3,140.00	3,140.00
Streamlight Strion SL-DS – 74614		1	130.00	130.00
Installation of Above Emergency Equipment		1.25	110.00	137.50
Plastic Plus Level 3 Single Drawer Poly Vault with FULL HEIGHT BACK WALL (Fits 2021 Tahoe)		1	1,995.00	1,995.00
Plastic Plus 3rd drawer option with Southco locking latches - # PP-TAH-2021-3 RD-L1-5x36 - Est # 7945		1	395.00	395.00
Plastic Plus Shipping of Above Cargo Box		1	295.00	295.00
Custom Reflective Vehicle Graphic Kit by Mike Glass with Defender Supply		1	520.00	520.00
Ghost Graphics Reflective Chevrons for the Rear of Tahoe Bumpers by Mike Glass		1	78.00	78.00
Professional Installation of Graphics by Defender Supply & Mike Glass		1	160.00	160.00
Window Tint - For Two Front Windows		1	79.95	79.95
Defender Supply Custom Made Vehicle Wiring Harness, Power Distribution Module & Blue Sea Battery Management System Designed for Heavy Duty Use		1	499.95	499.95
Vehicle Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1 Vehicle Color - Blue

Description	Location	Qty	Price	Total
Installation of Above Emergency Equipment & Customer Supplied: Panasonic Video System Police Radio - Motorola APX7500 1-Piece Police Radio Speaker Police Radio Roof Antenna Radio Wiring Harness Cradle Point Wiring Harness Cradle Point Antenna (Mounted in the Front on the Side of Console). Customer to Pick Up Vehicles Make & Model of Customer Supplied Police Radio - Motorola APX7500 Is Customer Supplied Police Radio a One or Two Piece Unit - One - Hot all the Time What is the Frequency of Customer Supplied Police Radio - 800MHz Make & Model of Customer Supplied Laptop - Panasonic Toughbook CF33 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF Does the of Customer Supplied Laptop have a built-in power supply - No		40	110.00	4,400.00

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Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	10/18/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845



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

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

2022 Chevrolet Tahoe 9C1	Vehicle Color - Blue

Description	Location	Qty	Price	Total
Last year the tech installed two antennas on the roof & the vehicle only needs one, a 800Mhz Note - Roof Antenna Placement: 800 MhZ Antenna – Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Multi Purpose GPS Cradlepoint Antenna -- Roof mounted between B-C pillars Tech Please Pre-Wire to Console for Radio Power, Ground & Roof Antenna Note - Cradle Point Mounting Placement: On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat. On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please. CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock				

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

Vehicle & Emergency Equipment Total	$62,000.00

Signature _____

Commissioners Court - Regular Session **33.**

Meeting Date: 11/09/2021

WilCo - UT School of Social Work BAA

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a business associate agreement (BAA) between Williamson County and The University of Texas at Austin School of Social Work.

Background

This BAA would allow Williamson County EMS to share data with The University of Texas at Austin School of Social Work to aid in the development of an EMS/fire reporting system related to overdose events. Project Connect is a project to improve overdose tracking and prevention efforts across Texas. The project is developing a platform tailored to first responders. BAA has been reviewed by WilCo legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BAA

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/01/2021 10:01 AM
County Judge Exec Asst.	Becky Pruitt	11/01/2021 11:11 AM
Form Started By: Michael Knipstein		Started On: 11/01/2021 07:36 AM
Final Approval Date: 11/01/2021		

Business Associate Agreement

This Business Associate Agreement ("Agreement"), effective the date of last signature ("Effective Date"), is entered into by and between Williamson County Emergency Medical Services ("Covered Entity") and The University of Texas at Austin on behalf of Steve Hicks School of Social Work ("Business Associate", as more fully defined in section 1(c)) (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, Covered Entity is providing identifiable data to Business Associate in support of a research study entitled Project CONNECT (Project) conducted by Business Associate that seeks to improve overdose reporting and prevention efforts through an innovative community-academic-industry partnership and data platform;

WHEREAS, Covered Entity possesses Protected Health Information that is protected under HIPAA and the HIPAA Regulations, HITECH Act and state law, including the Medical Records Privacy Act (MRPA), and is permitted to manage such information only in accordance with HIPAA and the HIPAA Regulations, HITECH Act, and MRPA;

WHEREAS, Business Associate may receive such information from Covered Entity, or create, receive, maintain or transmit such information on behalf of Covered Entity, in support of the Project;

WHEREAS, the Parties desire to comply with health information privacy and security protections subsequent to the enactment of the HITECH Act, Subtitle D of the American Recovery and Reinvestment Act of 2009 which has established requirements for compliance with HIPAA. In particular, the requirements provide that: (1) Covered Entity give affected individuals notice of security breaches affecting their PHI, and Business Associate give notice to Covered Entity pursuant to the provisions below; (2) Business Associate comply with the HIPAA security regulations; and (3) additional and/or revised provisions be included in Business Associate Agreement;

WHEREAS, Under HIPAA and HITECH, Covered Entity is required to enter into protective agreements, generally known as "business associate agreements," with certain downstream entities that will be entrusted with HIPAA-protected health information;

WHEREAS, Health information is further protected by state law, including the MRPA; and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Protected Health Information.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions. The Parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and the HIPAA Regulations and the MRPA. All

capitalized terms used in this Agreement but not defined below shall have the meaning assigned to them under the HIPAA Regulations.

a. "Breach" shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time.

b. "Breach of System Security" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Sensitive Personal Information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

c. "Business Associate" means, with respect to a Covered Entity, a person who:

1) on behalf of such Covered Entity or of an Organized Health Care Arrangement (as defined under the HIPAA Regulations) in which the Covered Entity participates, but other than in the capacity of a member of the workplace of such Covered Entity or arrangement, creates, receives, maintains, or transmits PHI for a function or activity regulated by HIPAA, HIPAA Regulations, or MRPA including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 C.F.R. 3.20, billing, benefit management, practice management, and re-pricing; or

2) provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an Organized Health Care Arrangement in which the Covered Entity participates, where the provision of the service involves the disclosure of PHI from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.

d. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

e. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

f. "HIPAA Regulations" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164 subparts A and E ("The Privacy Rule") and the Security Standards as they may be amended from time to time, 45 C.F.R. Parts 160, 162 and 164, Subpart C ("The Security Rule").

g. "HITECH Act" means the provisions of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health Information Technology for Economic and Clinical Health, Act 42 U.S.C. §3000 et. seq., and implementing regulations and guidance, including the regulations implemented in 78 Fed. Reg. 5566 (January 25, 2013).

h. "Individually Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and:

1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

2) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

a) that identifies the individual; or

b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

i. "MRPA" means Texas Medical Records Privacy Act, as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code.

j. "Protected Health Information" or "PHI" means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the HIPAA Regulations; or transmitted or maintained in any other form or medium. The term excludes Individually Identifiable Health Information in educational records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g; records described at 20 U.S.C. § 1232g(a)(4)(B)(iv); and employment records held by a Covered Entity in its role as employer and regarding a person who has been deceased more than 50 years.

k. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a routine basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

l. "Sensitive Personal Information" means: (1) an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (a) social security number; (b) driver's

license number or government-issued identification number; (c) account number or credit or debit card number in combination with any required security code, access, code, or password that would permit access to an individual's financial account; or (2) PHI information that identifies an individual and relates to: (a) the physical or mental health or condition of the individual; (b) the provision of health care to the individual; or (c) payment for the provision of health care to the individual.

m. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in the guidance issued under Section 13402(h)(2) of the HITECH Act on the HHS web site.

2. Permitted Uses and Disclosures.

a. Compliance with Law. Covered Entity and Business Associate agree to comply with HIPAA, HIPAA Regulations, the HITECH Act, and the MRPA.

b. Performance of Services. Except as otherwise permitted by this Agreement, Business Associate may create, receive, maintain or transmit PHI on behalf of Covered Entity only in connection with the Project or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).

c. Proper Management and Administration. Business Associate may use PHI it receives in its capacity as Covered Entity's Business Associate in support of the Project as permitted by this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103), and to carry out the legal responsibilities of Business Associate. Business Associate may also disclose Covered Entity's PHI for such proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate. Any such disclosure of PHI shall only be made in accordance with the terms of this Agreement, including Section 5(c) if to an agent or subcontractor of Business Associate, and only if Business Associate obtains reasonable written assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (2) Business Associate will be notified by such person of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

d. Data Aggregation. Business Associate may use and disclose PHI received by Business Associate in its capacity as Covered Entity's business associate in order to provide Data Aggregation services relating to Covered Entity's health care operations only with Covered Entity's permission.

e. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules.

3. Nondisclosure.

a. As Provided in Agreement. Business Associate shall not use or further disclose Covered Entity's PHI other than as permitted or required by this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).

b. Disclosures Required By Law. Business Associate shall not, without prior written consent of Covered Entity, disclose any PHI on the possibility that such disclosure is required by law without notifying, to the extent legally permitted, Covered Entity so that the Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such a disclosure, Business Associate, shall, to the extent permissible by law, refrain from disclosing the PHI until Covered Entity has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from persons receiving PHI in accordance with Section 2(c) that such persons will provide Covered Entity with similar notice and opportunity to object before disclosing PHI when a disclosure is required by law.

c. Additional Restrictions. If Covered Entity notifies Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of Covered Entity's PHI pursuant to HIPAA or the HIPAA Regulations, Business Associate shall be bound by such additional restrictions and shall not disclose Covered Entity's PHI in violation of such additional restrictions to the extent possible consistent with Business Associate's obligations set forth in this Agreement.

d. Restrictions Pursuant to Subject's Request. If Business Associate has knowledge that an individual who is the subject of PHI in the custody and control of Business Associate has requested restrictions on the disclosure of PHI, Business Associate must comply with the requested restriction if (a) the Covered Entity agrees to abide by the restriction; or (b) the disclosure is to a health plan for purposes of carrying out payment or health care operations and the PHI pertains solely to a health care item or service for which Covered Entity has been paid out of pocket in full. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

e. Remuneration. Business Associate shall not directly or indirectly receive remuneration in exchange for disclosing PHI received from or on behalf of Covered Entity except as permitted by HITECH Act § 13405, the MRPA, and any implementing regulations that may be promulgated or revised from time to time.

f. Disclosure. Business Associate shall not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. part 164, or MRPA, if done by the Covered Entity itself except as authorized under Section 2 of this Agreement.

4. Minimum Necessary. Business Associate shall limit its uses and disclosures of, and requests for, PHI, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

5. Additional Business Associate Obligations.

a. Safeguards. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. 164 with respect to electronic PHI to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

b. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of the obligations.

c. Business Associate's Agents and Subcontractors.

1) Business Associate shall ensure that any agents and subcontractors to whom it provides PHI agree to only create, receive, maintain or transmit PHI on behalf of the Business Associate under the same restrictions that apply to Business Associate. Such agreement between Business Associate and subcontractor or agent must be in writing and must comply with the terms of this Agreement and the requirements outlined at 45 C.F.R. §164.504(e)(2); 45 C.F.R. §164.502(e)(1)(ii); 45 C.F.R. §164.314; and 45 C.F.R. §164.308(b)(2). Additionally, Business Associate shall ensure agent or subcontractor agree to and implement reasonable and appropriate safeguards to protect PHI.

2) If Business Associate knows of a pattern of activity or practice of its subcontractor or agent that constitutes a material breach or violation of the agent or subcontractor's obligation under the contract or other arrangement, the Business Associate must take steps to cure the breach and end the violation and if such steps are not successful, must terminate the contract or arrangement if feasible. If it is not feasible to terminate the contract, Business Associate must promptly notify the Covered Entity.

d. Reporting. Business Associate shall, as soon as practicable but not more than five (5) business days after becoming aware of any successful security incident or use or disclosure of Covered Entity's PHI or Sensitive Personal Information in violation of this Agreement, report any such use or disclosure to Covered Entity. With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. § 164.412 or as otherwise required by applicable state law, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than ten (10) calendar days upon discovery of a Breach of Unsecured PHI or Breach of Security System. Such notice must include, to the extent possible, the name of each individual whose Unsecured PHI or Sensitive Personal

Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate shall also provide, to the extent possible, Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 C.F.R. § 164.404(c) and Section 521.053, Texas Business & Commerce Code at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. For purposes of this Agreement, a Breach of Unsecured PHI or Breach of Security System shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate (including any person, other than the individual committing the breach, who is an employee, officer, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should reasonably have been known to Business Associate following the exercise of reasonable diligence.

e. Mitigation. Business Associate shall have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from any Use or Disclosure (as defined by 45 C.F.R. §160.103).

f. Sanctions. Business Associate shall apply appropriate sanctions in accordance with Business Associate's policies against any employee, subcontractor or agent who uses or discloses Covered Entity's PHI in violation of this Agreement or applicable law.

g. Covered Entity's Rights of Access and Inspection. From time to time upon reasonable notice, or upon a reasonable determination by Covered Entity that Business Associate has breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Business Associate related to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity or the safeguarding of such PHI to monitor compliance with this Agreement. Business Associate shall document and keep current such security measures and safeguards and make them available to Covered Entity for inspection upon reasonable request including summaries of any internal or external assessments Business Associate performed related to such security controls and safeguards. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (1) failure to detect or (2) detection but failure to require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement or termination rights under this Agreement. This Section shall survive termination of this Agreement.

h. United States Department of Health and Human Services. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA and the HIPAA regulations, provided that Business Associate shall promptly notify Covered Entity upon receipt by Business Associate of

any such request for access by the Secretary of the United States Department of Health and Human Services, and shall provide Covered Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto, unless otherwise prohibited by law.

i. Training. Business Associate shall provide such training in the privacy and security of PHI to its Workforce (as that term is defined by 45 C.F.R. § 160.103) as is required for Business Associate's compliance with HIPAA, HIPAA Regulations, HITECH, and the MRPA.

6. Obligation to Provide Access, Amendment and Accounting of PHI.

a. Access to PHI. Business Associate shall make available to Covered Entity, in the time and manner designated by the Covered Entity, such information as necessary to allow Covered Entity to meet its obligations under the HIPAA Regulations, PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, and copies of, PHI in accordance with HIPAA and the HIPAA Regulations and MRPA. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall notify Covered Entity within five (5) business days that such request has been made.

b. Amendment of PHI. Business Associate shall make available to Covered Entity PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI in accordance with HIPAA and the HIPAA Regulations. In addition, Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such information maintained by Business Associate. In the event that any individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.

c. Accounting of Disclosures of PHI.

1) Record of Disclosures. Business Associate shall maintain a record of all disclosures of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, except for those disclosures identified in Section 6(c)(2) below, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure which includes an explanation of the reason for such disclosure. Business Associate shall make this record available to Covered Entity upon Covered Entity's request. If Business Associate maintains records in electronic form, Business Associate shall account for all disclosures made during the period of three (3) years preceding the request. In the event that any individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall notify Covered Entity within five (5) business days that such request has been made and provide Covered Entity with a record of disclosures within ten (10) days of an individual's request. If the request from an individual comes

directly to Covered Entity and Covered Entity notifies Business Associate that it requires information from Business Associate in order to respond to the individual, Business Associate shall make available to Covered Entity such information as Covered Entity may require within ten (10) days from the time of request by Covered Entity.

2) Certain Disclosures Need Not Be Recorded. The following disclosures need not be recorded:

a) disclosures to carry out Covered Entity's treatment, payment and health care operations as defined under the HIPAA Regulations;

b) disclosures to individuals of PHI about them as provided by the HIPAA Regulations;

c) disclosures for Covered Entity's facility's directory, to persons involved in the individual's care, or for other notification purposes as provided by the HIPAA Regulations;

d) disclosures for national security or intelligence purposes as provided by the HIPAA Regulations;

e) disclosures to correctional institutions or law enforcement officials as provided by the HIPAA Regulations;

f) disclosures that occurred prior to the later of (i) the Effective Date or (ii) the date that Covered Entity is required to comply with HIPAA and the HIPAA Regulations;

g) disclosures pursuant to an individual's authorization in accordance with HIPAA and the HIPAA Regulations; and

h) any other disclosures excepted from the right to an accounting by the HIPAA Regulations.

7. Material Breach, Enforcement and Termination.

a. Term. This Agreement shall become effective on the Effective Date and shall continue unless or until this Agreement terminates or the Project is completed, whichever is earlier.

b. Termination. Either Party may terminate this Agreement:

1) immediately if the other Party is finally convicted in a criminal proceeding for a violation of HIPAA or the HIPAA Regulations;

2) immediately if a final finding or stipulation that the other Party has violated any standard or requirement of HIPAA or other security or privacy

laws is made in any administrative or civil proceeding in which the other Party has been joined; or the Project is completed, whichever is earlier.

3) pursuant to Sections 7(c) or 8(b) of this Agreement.

c. Remedies. Upon a Party's knowledge of a material breach by the other Party, the non-breaching Party shall either:

1) provide an opportunity for the breaching Party to cure the breach and end the violation or terminate this Agreement if the breaching Party does not cure the breach or end the violation within ten (10) business days or a reasonable time period as agreed upon by the non-breaching party; or

2) immediately terminate this Agreement Agreement if cure is not possible.

d. Injunctions. Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

e. Indemnification. This indemnification provision is enforceable against the Parties only to the extent authorized under the Constitution and laws of the State of Texas. The Parties will indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under MRPA, HIPAA, the HIPAA Regulations, and the HITECH Act by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce.

f. Breach of PHI and Breach of System Security. Business Associate will pay or reimburse Covered Entity for all costs and penalties incurred by Covered Entity in connection with any incident giving rise to a Breach of PHI and/or a Breach of System Security, including without limitation all costs related to any investigation, any notices to be given, reasonable legal fees, or other actions taken to comply with HIPAA, the HITECH Act, or any other applicable law or regulation, where (i) the PHI was in the custody or control of Business Associate when the Breach of PHI and/or Breach of System Security occurred, or (ii) the Breach of PHI and/or Breach of System Security was caused by the negligence or wrongful acts or omissions of Business Associate and its employees, directors, officers, subcontractors, agents or other members of its workforce.

8. General Provisions.

a. State Law. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

b. Amendment. Covered Entity and Business Associate agree to enter into good faith negotiations to amend this Agreement to come into compliance with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event that Business Associate does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with such laws and regulations.

c. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

d. Ambiguities. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security, and confidentiality of PHI, including, without limitation, MRPA, HIPAA, the HIPAA Regulations, and the HITECH Act.

e. Primacy. To the extent that any provision of this Agreement conflicts with the provision of any other agreement or understanding between the Parties, this Agreement shall control.

f. Destruction/Return of PHI. Business Associate agrees that, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), upon termination of this Agreement or the the Project is completed, for whatever reason,

1) It will return or destroy all PHI, if feasible, received from or created or received by it on behalf of Covered Entity that Business Associate maintains in any form, and retain no copies of such information which for purposes of this Agreement shall mean all backup tapes. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. Upon request, an authorized representative of Business Associate shall certify in writing to Covered Entity, within thirty (30) days from the date of termination or other expiration of this Agreement, that all PHI has been returned or disposed of as provided above and that Business Associate or its subcontractors or agents no longer retain any such PHI in any form.

2) If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify the Covered Entity in writing. The notification shall include a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession,

and the specific reasons for such determination. Business Associate shall comply with the Security Rule and extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

3) If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to comply with the Security Rule and extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

g. Offshore Work. In performing the functions, activities or services for, or on behalf of Covered Entity, Business Associate shall not, and shall not permit any of its agents or subcontractors who receive Covered Entity's PHI to, transmit or make available any PHI to any entity or individual outside the United States without prior written consent of Covered Entity.

h. Integration. This Agreement embodies and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof.

i. Governing Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Texas without regard to choice of law principles.

j. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Covered Entity: Williamson County EMS
3189 SE Inner Loop, Suite A
Georgetown, Texas 78626

If to Business Associate: The University of Texas at Austin
Steve Hicks School of Social Work
1925 San Jacinto Blvd
Austin, Texas 78712
Attn: Office of the Associate Dean for Research

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

k. Privilege. Notwithstanding any other provision in this Agreement, this Agreement shall not be deemed to be an agreement by Business Associate to disclose information that is privileged, protected, or confidential under applicable law to the extent that such privilege, protection or confidentiality (a) has not been waived or (b) is not superseded by applicable law.

l. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile and electronic (pdf) signatures shall be treated as if they are original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives in the manner legally binding upon them as of the date indicated below.

Williamson County EMS	The University of Texas at Austin
By: _____ (Authorized Signature)	By: DocuSigned by: Linda Shaunessy D9E4716847F042B... (Authorized Signature)
Name: _____ (Type or Print)	Name: Linda Shaunessy (Type or Print)
Title: _____	Title: Businesss Contracts Administrator
Date: _____	Date: 2021-09-23 | 10:03:55 PDT

Commissioners Court - Regular Session **34.**

Meeting Date: 11/09/2021

Trade In and Purchase of Ambulance for EMS Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the disposal of county assets through trade-in (Quote attached) pursuant to Tex. Local Gov't Code 263.152(2) and the purchase of five (5) Wheeled Coach Ford F450 Type1 (Ambulances) from Siddons – Martin, LLC in the total amount of $1,279,434.00 through the H-GAC purchasing cooperative contract #AM10-20 (EMS) and authorizing the purchase.

Background

The attached quote is for the purchase of 5 each EMS Department Ambulances with the trade in allowances of county assets: ET1604 ($12,000.00), ET1495 ($12,000.00), ET1365 ($15,000.00), ET1368 ($14,000.00), and ET1363 ($14,000.00.) The Department Point of contact is Mike Knipstein. Funding Source is 0100.0540.005700.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 10:25 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 10:26 AM
Form Started By: Kerstin Hancock		Started On: 11/01/2021 10:07 AM
Final Approval Date: 11/04/2021		

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

October 25, 2021

Mike Knipstein
WILLIAMSON COUNTY EMS
3151 SE INNER LOOP
GEORGETOWN, TX 78626

Proposal For: 2022 Williamson County

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to WILLIAMSON COUNTY EMS. Units will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB WILLIAMSON COUNTY EMS and training on operation and use of the apparatus.

Description	Amount

Qty. 5 - 10077-0017 - Wheeled Coach Ford F 450 Type 1
(Unit Price - $253,869.00)
Delivery within 13-14 months of order date
QUOTE # - SMEG-0002852-2

	Vehicle Price	$1,269,345.00
(5) Stryker	$18,323.00	
(3) Stryker	$57,766.00	
2013 - Ford - F450 - WC	($12,000.00)	
2014 - Ford - F450 - WC	($12,000.00)	
2015 - Ford - F450 - WC	($15,000.00)	
2015 - Ford - F450 - WC	($14,000.00)	
2015 - Ford - F450 - WC	($14,000.00)	
10077-0017 - UNIT TOTAL	**$1,278,434.00**	
SUB TOTAL	$1,278,434.00	
HGAC AM10-20(EMS)	$1,000.00	
TOTAL	**$1,279,434.00**	

Price guaranteed for 30 days

Additional: The delivery terms of this proposal are contingent upon chassis arrival at REV Ambulance Group Orlando and signed work order confirmation by Williamson County EMS and Siddons-Martin Emergency Group.

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

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 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 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.

The terms and acceptance of this quote/proposal will be governed by the laws of the state of TX, with venue in Williamson County, TX.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.
Sincerely,

Gretchen Peters
Gretchen Peters

I, _____, the authorized representative of WILLIAMSON COUNTY EMS, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____
Signature & Date

Commissioners Court - Regular Session **35.**

Meeting Date: 11/09/2021

Agreement for Cabling Installation with IES Communications at Sheriff's Office

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 data cabling installation proposal from IES Communications, LLC for cabling at the Sheriff's Office in the amount of $105,307.74 pursuant to DIR contract #DIR-CPO-4813, and authorizing execution of the proposal and addendum.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Proposal attached outlines the labor and materials to remove and install new cabling. IT, legal, contract audit, and budget have reviewed this purchase. Per legal's request the Williamson County Addendum is also included. This expenditure will be charged to 01.0100.0503.004510. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

County Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 03:52 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:04 AM
Form Started By: Erica Smith		Started On: 10/26/2021 01:55 PM
Final Approval Date: 11/04/2021		



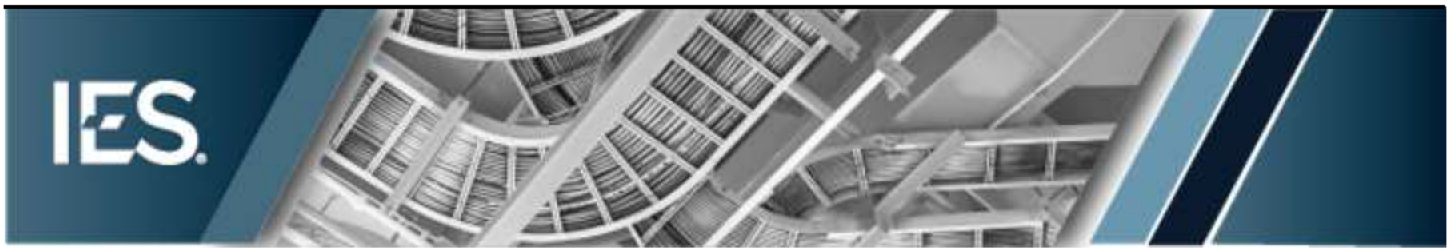
Bryan Beard
Bryan.Beard@iescomm.com

www.iescomm.com

Wilco

[redacted] - Wilco Sherriff Office
10/8/2021





CLIENT		Quote Date:	10/8/2021
Wilco		Web ID:	[redacted]
Chris Ball		DIR	DIR -CPO-4813
508 S. Rock St.		Project:	Wilco Sherriff Office
Georgetown, TX 78626			

BACKGROUND:

IES Communications, LLC is pleased to submit for your review and approval the following proposal. Please feel free to contact us with any questions you might have during your review. The following is an outline of IES's proposal.

MANAGEMENT QUALITY ASSURANCE:

IES's plan for ensuring quality in the project starts with our pre-installation review. From the initial exchange of information concerning the project, an engineered and documented installation package has been constructed as part of the response process.

OVERVIEW:

IIES will provide & install communication cabling connectivity per customer provided documentation. All cabling installed shall be in compliance with the ANSI/TIA/EIA 568-C Commercial Building Telecommunications Cabling Standards. IES will provide a fully tested and compliant structured cabling system at the following location:

508 S. Rock St.
Georgetown, TX 78626

The following documents were used to create the proposal:
-Sheriff Basement Network Drops
-Sheriff 1st Fl Network Drops

"Due to extreme supply chain volatility, all material pricing and material delivery schedules are subject to change"

Scope of Work

Horizontal Cabling R1

IES will provide labor to demo (372) existing Cat 6 cables.

IES shall provide and install the following:

(15) Dual Cat 6 WAP Locations.

(176) Dual Cat 6 Wall Locations.

(7) Quad Cat 6 Wall Locations.

(18) Category 6 24 Port Modular Patch Panel Kits W/ all Jacks.

(10) Single Cat 6 Locations where needed.

(1) 18" Ladder Rack - Black 10' section

(4) Toolless Cross Member Radius Drop -18"

(4) Firestop Speed Sleeve CP 653 4".

Project Standards

QUALITY ASSURANCE

An IES Project Manager will have the responsibility of meeting all quality objectives as defined in the installation package. Upon completion of specific tasks throughout the project, the Project Manager will be required to sign off before any additional work may be performed.

Each IES project is completed following the installation package, IES Standards Manual and IES Quality Audit policy. Informal and formal audits will be conducted throughout the life of the project. In case of any discrepancies between the installation criteria and the delivered product, a punch list will be developed and the corrections will be made promptly. After the final project audit has been completed, and any discrepancies corrected, a CLIENT representative will be asked to sign a project acceptance form.

INSTALLATION STANDARDS

All exposed cabling shall be neatly dressed and bundled.

IES shall test each U/UTP cable with a Fluke DTX-1800 and will fully certify each U/UTP cable in accordance with industry standards. IES shall provide the end user with test results in electronic format.

Unless otherwise notified IES shall implement an industry standard labeling scheme in accordance with the TIA/EIA-606A and TIA/EIA-942.

All cables shall be labeled within 4 inches of the termination point with a machine generated label.

Unless specifically stated in the scope of work there will be NO service loop at the workstation end.

IES shall support all cabling every 4-5 feet in accordance with the TIA/EIA 568-C.

LABELING / DOCUMENTATION

Documentation is critical to the success of an installation and contributes significantly to the ongoing level of customer satisfaction. Our engineered installation plan will serve as an installation blueprint.

An electronically printed adhesive label will be installed at the cable destination end to denote the origination point and the destination point on the faceplate and the patch panel. All labeling will conform to the ANSI/TIA/EIA 606, Administration Standard for the Telecommunications infrastructure of commercial Buildings.

All red line as-builds will be supplied to CLIENT and they will be updated throughout the project. Upon completion of the project, a logical drawing of the communication system will be provided to CLIENT.

Upon completion of the project, a cabling matrix will be provided to CLIENT that documents the location of all cabling within the TR and the floor.

Upon completion of the project, a complete turnover package will be submitted to CLIENT containing updated drawing as builds, cabling matrix, test results and any other pertinent information pertaining to the project.

General Terms and Conditions

The following terms and conditions may be super ceded if a current MSA (master service agreement) is in place:

A current MSA (Master Service Agreement) may supersede the below terms

TERMS OF PAYMENT: The customer agrees to pay IES (Contractor) the total purchase price, plus applicable sales tax, listed for the material and labor used as outlined in this Purchase Agreement. ~~Material balance will be due upon customer acceptance.~~ Contractor will provide labor progress invoices for work performed in association with this Purchase Agreement. All invoices are due no later than 30 days from receipt. If customer elects to finance the services and equipment on this Purchase Agreement through a Contractor third party authorized leasing source, an initial deposit of 20% is required at signing of this Purchase Agreement. The Contractor Finance department must give approval for special arrangements or terms other than stated herein.

~~LATE CHARGES ON PAST DUE ACCOUNTS: Customer agrees to pay Contractor 1.5% interest per month (an annual rate of 18%) on any unpaid balance after the due date.~~

EXPEDITE CHARGE: To avoid an expedite charge, Contractor must receive a signed Purchase Agreement and purchase order (if customers purchasing policy requires that a purchase order be issued) five (5) business days prior to the work commencing. Any special rush requests, if not included in this Purchase Agreement will be invoiced separately at a rate not to exceed 10% of this Purchase Agreements total selling price.

TIMELINE: Customer recognizes that if the project is delayed or accelerated due to reasons beyond the reasonable control of Contractor or its employees, that Contractor may incur additional expenses. Such expenses may include, but are not limited to, employee wages, materials, mileage, design and re-engineering fees and lodging. Customer agrees to reimburse Contractor for these additional expenses at a rate equal to Contractor's standard fees.

CHANGE IN SCOPE: Any change to the scope of work, as specified in this Purchase Agreement, which is requested by the customer or its duly authorized representative may only be effected through a written change order. The change order must be signed by an authorized representative of the customer, and an additional purchase order, or an amendment to the original purchase order, issued. All change orders to the original scope of work shall be bound to the Terms and Conditions stated herein.

CANCELLATION: Customer acknowledges that this is a non-cancelable Purchase Agreement. If customer elects to return any material or equipment delivered as part of this Purchase Agreement it must be un-used and in its original packaging. Customer will be liable for any restocking fees incurred by Contractor, at a rate equal to the amount charged to Contractor, on all returned material and equipment. Customer will also be liable for any and all labor hours performed at Contractor's standard hourly rate.

CUSTOMER RESPONSIBILITIES: Unless stated otherwise in the General Notes, Exclusions and Clarifications section of this contract it is the responsibility of the customer to provide the following:
A safe and secure method for storing all materials and equipment related to this project.
Copies of floor plans (electronic CAD files preferred in the DWG or DXF format) including the furniture layout and outlet locations (outlet locations maybe hand drawn).
Adequate environment at the work site IE: ventilation, lighting etc.
A single point of contact for the duration of the project.

LIMITATION: All prices remain in effect for thirty (20) days from the date of this Purchase Agreement.

INSURANCE: IES will maintain the following types of insurance coverage and liability limits:
Commercial automobile insurance for all non-owned vehicles, covering bodily injury and property damage, with a limit of $1,000,000 for each occurrence.
Commercial general liability insurance covering bodily injury, property damage, and contractual liability, with a limit of $3,000,000 for each occurrence and $6,000,000 general aggregate.
Workers' compensation, with the statutory requirement for coverage.
Additional Insured: IES will name CLIENT as an additional insured on IES Communications, LLC general liability policy.
Waiver of Subrogation: Rights of subrogation under the policies listed above will be waived in favor of CLIENT.
Certification: IES will provide CLIENT with a certificate of insurance confirming all insurance

Pricing:

Labor	$54,121.60
Material	$51,186.15
Other	$0.00
Services	$0.00
Total	$105,307.74
Tax	$0.00
Total with tax	$105,307.74

The total lump sum for this proposal is **$105,307.74** which includes all tax, material, labor, equipment, supplies, travel expenses and misc. expenses. Excluded from this proposal are any adds, moves, or changes during project, which will be billed separate from original proposal.

Authorization

Dear Chris Ball **Web ID:** [redacted]

By signing below, I am accepting this proposal and the attached terms and conditions.

Customer Authorized Signature

Date

Customer Print Name

Customer Title

IES Communications, LLC

Account Rep: Bryan Beard

Steven Schneider Digitally signed by Steven Schneider Date: 2021.10.18 09:06:45 -07'00'

IES Authorized Signature

October 18, 2021

Date

Steven Schneider, Legal Director

IES Print Name

NOTES AND EXCLUSIONS

The following activities are not included unless specifically listed in the above detailed Scope of Work; and if required, additional charges may apply:

ASSUMPTIONS

IES assumes that variations (of) or accelerated schedule request that differ from the mutually agreed upon schedule could result in a cost change.

IES has Assumed there will be one mobilization for all phases, and project phasing will be simultaneous.

IES assumes that the electrical contractor will provide and install all EMT conduits, stub ups, floor boxes and conduit sleeves penetrating walls for the use of data cabling.

IES assumes that a conduit pathway will be provided for UTP cabling running through inaccessible ceilings.

IES assumes any changes to the scope of work must be submitted in writing prior to the work being performed.

IES assumes this proposal does not include labor to move furniture, PC or other end user equipment that will preclude IES from performing their duties.

IES assumes all work is scheduled for regular business hours unless otherwise noted.

IES assumes technicians will have free and clear access to all areas being cabled.

EXCLUSIONS

IES excludes the procurement or installation of all access hatches or panels.

IES excludes all references to manholes, including but not limited to ladders and steps, cable rack supports, brackets, necks, rings, covers, sump-holes, conduits, pull strings, etc.

IES has excluded all demolition of any Category (Low voltage) cabling.

IES has excluded all CATV Final Distribution in Telecom Rooms, all CATV Satellite Distribution Equipment.

IES excludes installation of all conduit.

IES excludes procurement or installation of Telecommunications Grounding Backbone (TBB) connecting the primary bonding conductor between the TMGB and other TGBs.

IES excludes procurement or installation of Grounding Equalizer Conductors or Telecommunication Bonding Back Bone.

IES excludes installation of all floor boxes, poke through devices, wall boxes, and

NOTES AND EXCLUSIONS

The following activities are not included unless specifically listed in the above detailed Scope of Work; and if required, additional charges may apply:

backboxes, related to this scope.

IES excludes all connection to electrical service ground bus (Bonding Conductor for Telecommunications).

IES excludes all closet buildout in existing spaces other than noted.

IES excludes all installation of fire rated plywood in the MDF or IDFs.

IES excludes the procurement or installation of power and communications poles, or raceways feeding furniture.

IES excludes the procurement, installation, or configuration of all customer network equipment.

IES excludes all procurement or installation of surveillance equipment, servers, or NVRs.

IES excludes all multipair copper, and fiber entering the building from the street to the Demarcation Point. Provided by Service Provider.

IES excludes the installation of all Wireless Access Points, WAP mounts, or WAP brackets.

IES excludes all Access Control cabling or equipment installation.

IES excludes all vertical conduit sleeves between floors and entrance into the MPOE, MDF and IDF's to be provided by the electrical contractor or General Contractor.

IES excludes scanning (X-Rayed), coring and drilling of walls, floors, or headers.

IES excludes the procurement or installation of floor boxes, or poke through devices.

IES excludes improvement to building grounding system.

IES excludes underground trenching or boring.

IES excludes concrete/asphalt cutting or patching.

IES excludes architectural / engineered designs or consulting fees.

IES excludes engineered stamped drawings.

IES excludes cutting, patching, painting.

IES excludes modifications to correct existing code/building violations or upgrade of systems to comply with State or City codes expressly excluded.

NOTES AND EXCLUSIONS

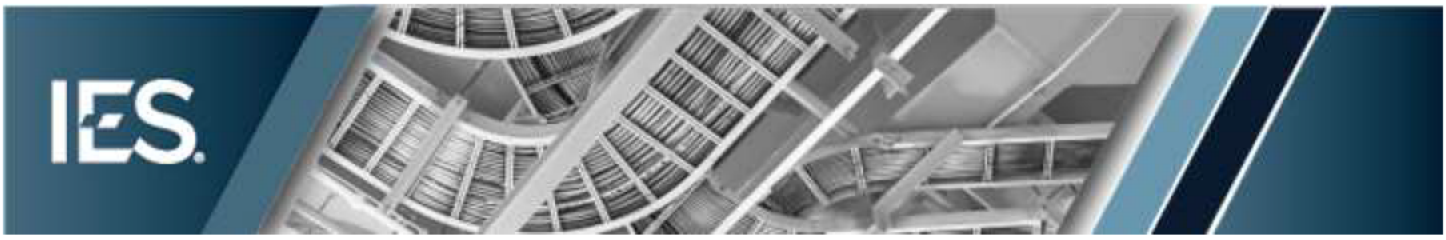
The following activities are not included unless specifically listed in the above detailed Scope of Work; and if required, additional charges may apply:

IES excludes the procurement or installation of all patch cords.

IES will not certify cable runs longer than 90 meters.

Bill of Material

Part Description	Part #	MFG	Units	QTY
Threaded Rod, 1/4" x 10'	ATR 1/4X120 ZN	B-Line	EA	355
18" Triangular Support Bracket, Aluminum, Width 12" to 18", Maximum of 100lbs, Black	11312-718	Chatsworth	EA	3
18" Ladder Rack - Black 10' section	10250-718	CPI	EA	1
Toolless Cross Member Radius Drop -18"	14304-718	CPI	EA	4
1/4" THREADED ROD HANGER W/	0203CLR14222	HD	EA	10
Cartridge 6.8/11 M .27 cal yellow	50352	Hilti	EA	8
Firestop Speed Sleeve CP 653 4"	CP653	Hilti	EA	4
Demo existing 4pr cable/s	DEMO	IES	FT	36270
Dress Category 6 Cabling - Closet Side	DRSCAT6	IES	EA	420
Labeling - Final	LBLFIN	IES	EA	420
Labeling - Rough In	LBLRGH	IES	EA	420
Terminate	TRM4PR	IES	EA	420
Testing Cat 6 Cabling - Per Cable	TSTCAT6	IES	EA	420
2 port surface mount box, White	CBX2WH-AY	Panduit	EA	25
2 Port Faceplate	CFPL2IWY	Panduit	EA	176
4 Port Faceplate	CFPL4IWY	Panduit	EA	7
Category 6, RJ45, 8-Position, 8-Wire Modular Jack - Blue	CJ688TGBU	Panduit	EA	420
Cat 6 Yellow RJ-45 Mini-Com Module Jacks	CJ688TGYL	Panduit	EA	30
Face Plate Blanks 10 PK	CMBWH-X	Panduit	EA	2
Category 6 24 Port Modular Patch Panel Kit	CPPKL6G24WBL	Panduit	EA	18
Tak-Ty ® Hook & Loop Cable Ties, 15' Continuous Rolls	HLS-15R0	Panduit	EA	4
2" J Hook - Drop Wire and Threaded RodMount	JP2DW-L20	Panduit	EA	520
4" J-hook with grid wire attachment	JP4DW-X20	Panduit	EA	190
Blue Category 6 UTP cable.	PUP6004BU-UY	Panduit	FT	76000
CAT6 Yellow Cable for Security Cameras	PUP6004YL-UY	Panduit	FT	6000
.75" Wide, ContinuousRoll Hook and Loop Cable Ties	TTR-35RX0	Panduit	EA	1
Velcro-75 Ft roll	189645	Velcro USA	EA	4



Customer Pricing Breakdown (Options - Scope of Work)

Option ID: [redacted] **Option Date:** **10/8/2021**

Option Name: Taxes

Option Description: Taxes have been removed from the project. If a tax exemption form is not given to IES at time of award $8,661.03 will be added to the base price.

Option Price with tax: **$8,661.03**

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM
FOR
SERVICES CONTRACT
(EQUIPMENT INSTALL)
(Sheriff's Office Additions and Upgrades)
(IES Communications, LLC, #DIR -CPO-4813)

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, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** ("The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **IES Communications, LLC** ("IES"). The County agrees to engage IES to assist in providing certain goods and services pursuant to the following terms, conditions, and restrictions:

I.

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

A. IES Proposal [redacted], dated 10/8/21;
B. DIR Contract #DIR -CPO-4813;
C. This Williamson County Contract Addendum; and
D. Any necessary insurance certificates.

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

II.

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

III.

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

IV.

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

V.

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

VI.

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

VII.

Right to Audit: IES expressly agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books,

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

VIII.

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

IX.

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

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

WILLIAMSON COUNTY:	IES:
	Steven Schneider Digitally signed by Steven Schneider Date: 2021.10.18 09:08:23 -07'00'
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: October 18, 2021

Commissioners Court - Regular Session **36.**

Meeting Date: 11/09/2021

Proposal for Aerial and Underground Fiber Installation by Brycomm, LLC for Lott Center

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriation action on approving the proposal and Williamson County Services Contract between Brycomm, LLC and Williamson County for the construction of a new aerial and underground fiber route and fiber placement at the Lott Center located at 107 Holly St. Georgetown, TX in the amount of $188,759.74 pursuant to DIR cooperative contract #DIR-CPO-4777, and authorizing execution of the contract.

Background

Approval of this item will support operations at the Lott Center. Proposal is attached outlining the scope of the fiber installation project to include design, permitting, and installation for $188,759.74. IT, legal, and contract audit reviewed this purchase. This expenditure will be charged to 418P. Cares Funding approval was verified. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Services Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 04:04 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:05 AM
Form Started By: Erica Smith		Started On: 10/26/2021 01:59 PM
Final Approval Date: 11/04/2021		

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP

Williamson County
TX



A Proposal For

WILLIAMSON COUNTY
1848

DIR CONTRACT NUMBER: [redacted]

New Fiber Build for [redacted]

[redacted], *Georgetown, Texas 78626*

Prepared by:
Justin Sumwalt
[redacted]

Date: 10-15-21

Submit Contracts & PO's to: [redacted]

We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name: [redacted] Georgetown
Scope of Work: New aerial and underground OSP construction and fiber placement
Estimated By: Justin Sumwalt **Submit Contracts & PO's to:** [redacted]

I. SCOPE OF WORK

Aerial Construction & ISP:

1. Field, design, and permit new aerial and underground fiber route from 306 W 4th Street to buildings at the corner of E 7th St and Holly Ave, then to 107 Holly Ave.
2. Installation of all aerial and underground material necessary to place fiber
    - Bore 500 ft and place 2 – 2" Conduits
    - Place 2 ea 24x36x36 hand holes for underground conduits
    - Place 7500 ft of new aerial make ready
    - Place 1250 ft of over lash on existing aerial infrastructure
    - Place 5250 ft of 96ct fiber
    - Place 3800 ft of 24ct fiber
3. Splice and test newly installed 96 ct and 24 ct fiber

Clarifications/Exclusions :

1. Proposal is based on using existing poles. During the design and permitting phase the route could change causing an increase or decrease in pricing.

II. PRICING SUMMARY:

Please see Attachment A

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

BRYCOMM
Well Connected.

[redacted]
Project Manager - OSP
[redacted] | [redacted]
www.brycomm.com
Security License #B17431

ATTACHMENT A

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP
1051 New Technology Blvd. Hutto, TX 78634
Phone: (512) 712-4008 Fax: (512) 712-4009

CUSTOMER	BRYCOMM REP
Williamson County [redacted]	[redacted]

DATE	PROPOSAL NUMBER	DIR CONTRACT NUMBER
10/6/21		[redacted]

PROJECT ADDRESS	PROJECT DESCRIPTION
[redacted]	New Aerial and Underground OSP

ITEM #	LABOR DESCRIPTION / LABOR	QTY	UNIT OF MEASURE	LIST PRICE	ZONE 1 DISCOUNT	COST	TOTAL
MGMT SVCS PM	Project Manager	350	hr.	$ 88.57	30%	$ 62.00	$ 21,699.65
HC-OSP-013	3man line crew	310	hr.	$ 135.71	30%	$ 95.00	$ 29,449.07
HC-OSP-014	Bucket Truck Usage	309	hr.	$ 107.14	30%	$ 75.00	$ 23,174.38
HC-OSP-003	Field and Design	200	hr.	$ 68.57	30%	$ 48.00	$ 9,599.80
HC-OSP-004	Permit	175	hr.	$ 50.00	30%	$ 35.00	$ 6,125.00
UC-OSP-010	Place New Strand, over 1001' with hardware	7,500	ft.	$ 0.79	30%	$ 0.55	$ 4,147.50
UC-OSP-003	Place New Fiber, Lashed (ABV), over 1001'	8,750	ft.	$ 1.06	30%	$ 0.74	$ 6,492.50
UC-OSP-032	Place or Replace Loopers (Slack Mgmt Brackets)	5	Pair	$ 142.86	30%	$ 100.00	$ 500.01
UC-OSP-035	Fusion Splice Fiber Optic Pigtails	9	ea.	$ 41.43	30%	$ 29.00	$ 261.01
UC-OSP-040	Uni-Direction OTDR Testing (single wavelength)	200	ea.	$ 12.86	30%	$ 9.00	$ 1,800.40
UC-OSP-049	Pole Make Ready (for cable assignment)	45	ea.	$ 64.29	30%	$ 45.00	$ 2,025.14
UC-OSP-090	Place or Replace Anchor w ½" Rod	8	ea.	$ 285.71	30%	$ 200.00	$ 1,599.98
UC-OSP-014	Place New Fiber Cable in Existing Conduit or DOM,	800	ft.	$ 1.07	30%	$ 0.75	$ 599.20
UC-OSP-031	Hang or Rehang splice case	2	ea.	$ 164.29	30%	$ 115.00	$ 230.01
UC-OSP-036	Fusion Splicing, SM Fiber	200	ea.	$ 50.00	30%	$ 35.00	$ 7,000.00
UC-OSP-092	Place New or Replace Overhead Guy	8	ft.	$ 0.71	30%	$ 0.50	$ 3.98
UC-OSP-093	Place, Replace or Rehoist Down Guy	8	ea.	$ 64.29	30%	$ 45.00	$ 360.02
UC-OSP-094	Place or Replace Guy Guard	8	ea.	$ 50.00	30%	$ 35.00	$ 280.00
UC-OSP-097	Place or Replace Riser Guard	2	ea.	$ 57.14	30%	$ 40.00	$ 80.00
UC-OSP-103	Conduit Proofing	800	ft.	$ 0.65	30%	$ 0.46	$ 364.00
	0		$0.00	$ -	0%	$ -	$ -
	0		$0.00	$ -	0%	$ -	$ -
	0		$0.00	$ -	0%	$ -	$ -
	0		$0.00	$ -	0%	$ -	$ -
	0		$0.00	$ -	0%	$ -	$ -
	0		$0.00	$ -	0%	$ -	$ -
	0		$0.00	$ -	0%	$ -	$ -
						LABOR SUB-TOTAL:	$106,874.43

ITEM #	MATERIAL DESCRIPTION	QTY	UNIT OF MEASURE	LIST PRICE	DISCOUNT	COST	TOTAL
60	Traffic Control	1	ea	$ 6,900.00	0%	$ 6,900.00	$ 6,900.00
61	Underground Construction Contractor	1	ea	$ 57,500.00	0%	$ 57,500.00	$ 57,500.00
10	1/4" strand with attachment hardware - General	7500	ft.	$ 0.45	22%	$ 0.35	$ 2,632.50
11	Anchors	8	ea.	$ 31.25	20%	$ 25.00	$ 200.00
12	Slack Management Brackets (Loopers) - General	5	set	$ 71.88	22%	$ 56.06	$ 280.31
13	Lashing Material	8750	ft.	$ 0.11	20%	$ 0.09	$ 787.50
14	Misc. Hardware: Straps/spacers/ 3 bolt clamps	8750	ft.	$ 0.06	20%	$ 0.05	$ 437.50
15	Splicing Consumables - Leviton	3000	ea.	$ 0.63	20%	$ 0.50	$ 1,500.00
19	FOSC 450 Splice Enclosure - Commscope	2	ea.	$ 513.13	20%	$ 410.50	$ 821.00
20	FOSC 450 Splice Trays - Commscope	4	ea.	$ 38.75	20%	$ 31.00	$ 124.00
25	Anchor, Downguy, and Guard - General	8	ea.	$ 68.75	22%	$ 53.63	$ 429.00
36	Riser Guard	2	ea.	$ 32.50	20%	$ 26.00	$ 52.00
39	Mule Tape	2000	ft.	$ 0.15	20%	$ 0.12	$ 240.00
51	4" HDPE SDR11 Roll Pipe	500	ea.	$ 5.19	20%	$ 4.15	$ 2,075.00
62	24X36X36 PG STACKABLE BOX W/O BASE	2	ea	$ 395.00	0%	$ 395.00	$ 790.00
63	24X36X36 PG STACKABLE BOX COVER - 2BOLTS	2	ea	$ 175.00	0%	$ 175.00	$ 350.00
64	72" Polydome Fiber Post	3	ea	$ 49.00	0%	$ 49.00	$ 147.00
1	96 Strand OSP Fiber	5250	ft.	$ 0.87	0%	$ 0.87	$ 4,567.50
46	24 Strand SM Armored OSP SMF28E+	3800	ft.	$ 0.68	20%	$ 0.54	$ 2,052.00
	0					MATERIAL SUB-TOTAL:	$81,885.31
						TOTAL:	$ 188,759.74

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
FIBER BUILD
(OSP construction and fiber placement)
(107 Holly St, Georgetown, TX)
DIR-CPO-4777

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and 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 **BRYCOMM, LLC**, **(hereinafter "Service Provider")**, 15302 Marsha St., Austin, TX 78728. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

> **As described in the attached Statement of Work/Quote, dated October 15, 2021, which is designated Exhibit "A" and incorporated herein as if copied in full.**

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

pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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

III.

Consideration and Compensation: Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be $188,759.74.**

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

IV.

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

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

Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

V.

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

A. As described in the attached Statement of Work/Quote, dated October 15, 2021, which is incorporated herein as if copied in full;

B. DIR-CPO-4777; and

C. Any required insurance certificates evidencing required coverages.

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVIII.

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

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

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
	Mike Baker Digitally signed by Mike Baker Date: 2021.11.01 14:54:57 -05'00'
Authorized Signature	Authorized Signature
	Mike Baker
Printed Name	Printed Name
Date: _____ ____, 2021	Date: November 1 ____, 2021

Exhibit(s)
Statement of Work/Quote, dated October 15, 2021

Commissioners Court - Regular Session **37.**

Meeting Date: 11/09/2021

Firehouse Software Renewal with ESO Solutions, Inc.

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 ESO Solutions, Inc. Firehouse Maintenance and Support in the amount of $6,591.09 and exempting ESO Solutions, 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 our partner firehouses around Williamson County. The original agreement was approved by Commissioner's Court on 5/11/2010 and supports computer automated dispatch (CAD) project participants from that time period. Renewal agreement is for on year. The Purchasing Agent's recommends this renewal be exempted from the competitive bidding requirements as ESO Solutions is a captive provider of the annual maintenance for Firehouse software. Legal also suggested that the county continue to operate off of the original agreement as terms are favorable for the county. This expenditure will be charged to FY22 01.0100.0503.004505. Department contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Agreement

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 05:34 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 09:34 AM
Purchasing (Originator)	Joy Simonton	11/04/2021 09:43 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 10:25 AM
Purchasing (Originator)	Joy Simonton	11/04/2021 01:43 PM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 01:53 PM
Form Started By: Erica Smith		Started On: 11/02/2021 01:20 PM
Final Approval Date: 11/04/2021		

FIREHOUSE *Software:* **Software Maintenance Agreement**

THIS AGREEMENT (hereinafter "Agreement") is made, and entered into this ___day of _____, 20___, by and between ACS, located at 2900 100th Street, Suite 309, Urbandale, IA 50322 (hereinafter "ACS" or "Vendor"), and Williamson County, Texas, a political subdivision of the State of Texas, located at 301 S.E. Inner Loop Rd, Suite 105 Georgetown, TX 78626 (hereinafter "Customer").

WHEREAS, Vendor and Customer have entered into a certain license agreement (the "License Agreement") pursuant to which Vendor agrees to license to Customer a software system known as FIREHOUSE Software (the "System") as specified in the License Agreement; and

WHEREAS, Vendor desires to maintain, and Customer desires to obtain the maintenance of, the System on the terms and conditions hereinafter provided.

NOW, THEREFORE, Vendor and Customer agree as follows:

1. Maintenance Services
The maintenance services to be hereunder (the "Maintenance Services") shall consist of: (a) technical or operation assistance provided by Vendor to Customer relating to the System (FIREHOUSE) or enhancements thereto and (b) distribution by Vendor to Customer at no charge of enhancements to the System which may be developed from time to time by Vendor.

2. Term and Maintenance Fees
During the term commencing on the Acceptance Date, as defined in the License Agreement, and continuing as long as all software maintenance agreement fees are current, Vendor shall provide the Maintenance Services to Customer for a fee payable annually on each Anniversary Date in advance. At least thirty (30) days prior to each Anniversary Date, Vendor shall notify Customer of the yearly maintenance fee to be charged by Vendor for the next succeeding year, whereupon, if Customer pays such yearly maintenance fee prior to the upcoming Anniversary Date, this Agreement shall be extended and renewed for an additional period of one year at the fee so specified by Vendor and paid by Customer.

Termination for Convenience: The Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Vendor. In the event of such termination, it is understood and agreed that only the amounts due to Vendor as of and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination of this Agreement for convenience.

3. Additional Services
At the request of Customer, and with the consent of Vendor, Vendor may also provide technical, operational or other assistance or consulting to Customer in excess of the amount included as the Maintenance Services at Vendor's standard hourly rates then in effect.

4. Conditions
The termination of the License Agreement, or of the license granted therein, shall automatically result in the termination of this Agreement. VENDOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OF ANY KIND WHATSOEVER, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED BY VENDOR AND WAIVED BY CUSTOMER. VENDOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEM-PLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT VENDOR'S MAXIMUM LIABILITY TO CUSTOMER HEREUNDER SHALL BE LIMITED TO THE ACTUAL AND DIRECT DAMAGES ACTUALLY INCURRED BY CUSTOMER AS A RESULT OF THE ERRORS, ACTS AND/OR OMISSIONS OF VENDOR.

5. Confidentiality

Vendor acknowledges that in the course of providing the Maintenance Services or other services provided hereunder, Vendor, or its employees or consultants, may be supplied with or come into possession of information which is proprietary to Customer including information as to customers, methods of doing business or operations. Vendor hereby agrees that it will keep all such information confidential, and will disclose such information to no other person. In addition, Vendor agrees to take such action as may be necessary or appropriate by way of agreement with, and instruction to, its employees so as to maintain the confidentiality of such information of Customer. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Indemnity

FURTHERMORE, ACS SHALL ALSO INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS CUSTOMER, 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 ACS OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

7. Notices

All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown below, or to such other place as the party may subsequently designate for its receipt of notices.

ACS Government Systems, Inc.: 2900 100th St. Ste 309
Urbandale IA 50322

CUSTOMER: Williamson County, TX
c/o: Williamson County ITS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

8. Force Majeure

Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

9. Assignment

Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that

results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Vendor's assignment of this Agreement or of any Vendor rights under this Agreement to Vendor's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Vendor's assignment of this Agreement to any person or entity to which Vendor transfers any of its rights in the Software.

9. No Waiver
A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

10. Choice of Law and Venue; Severability
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, and the parties hereto expressly consent and submit to such jurisdiction. 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. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

11. 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.

12. Gender, Number and Headings
Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

13. Incorporation of Exhibits and Attachments
All of the Exhibits and Attachments, and Appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

14. Entity Status
By signature below, Vendor certifies that Vendor is duly authorized to transact and do business in the State of Texas.

15. 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.

16. 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 Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer 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.

17. Successors and Assigns
This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

18. Remedies
Notwithstanding any provision herein to the contrary, either party to this Agreement may avail itself of any and all remedies available at law or in equity and neither party hereto waives its right to do so.

19. Entire Agreement
This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

By the signatures of their duly authorized representatives below, ACS and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

Williamson County, TX	**ACS Government Systems, Inc.**
BY: _____	BY: _____
PRINT NAME: _____	PRINT NAME AND TITLE: Sanjay Kalasa, VP
PRINT TITLE: _____	
DATE SIGNED: _____	DATE SIGNED: April 15th 2010.

FIREHOUSE *Software* License Agreement

ACS FIREHOUSE Software
2900 100th St
Urbandale, Iowa 50322
Software License Agreement
Serial Number: _____
Customer: Williamson County, Texas, a political subdivision of the State of Texas
Number of Users: _____

Carefully read the following terms and conditions before opening the package. Only an Authorized Representative of the purchaser should open the package. Opening this package indicates acceptance of these terms and conditions. ACS Government Systems, Inc. (ACS) and the party who opens this package hereby agree as follows:

1). **Materials**: This package contains program diskette(s) and/or CDs and applicable manual(s).
2). **License**: ACS hereby grants a revocable, non-exclusive, non-transferable license to use the materials on a single microcomputer or on a predetermined number of network workstations, in the United States of America, subject to the terms hereof. You agree not to (a) rent, lease, sublicense, or otherwise transfer any of the materials or your rights thereunder, (b) remove or obscure our proprietary notices, (c) translate, alter, decompile or disassemble any of the materials, (d) copy any of the materials without our prior written consent, (e) use the software for other agencies. You shall have no right to access, copy or otherwise use the source code for software licensed under this license. You are prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the software licensed under this license. You are prohibited from modifying, improving or otherwise enhancing the software licensed under this license. ACS understands and agrees Customer operates a consolidated Public Safety Answering Point (PSAP). As such, Customer may use the materials in conjunction with the agencies, jurisdictions, or political subdivisions of the State of Texas serviced by Customer, and listed in Exhibit 1 hereto, as needed to provide emergency services.
3). **Terms**: This license is effective until terminated (the evaluation is effective for 90 days from the date of installation). You may terminate it at any time by destroying the materials and all copies of any material made from the original materials and notify ACS immediately. This license terminates automatically upon breach of any of the conditions of this license. Upon termination you agree to destroy all copies of the materials. Use of the materials without a valid license of the materials is unauthorized and may subject you to monetary penalties.
4). **Confidentiality**: By accepting this license you receive the right to use the materials as specified herein, but you do not become the owner of the materials. The materials are protected by trade secret, copyright, and trademark law. You acknowledge that the materials are ACS property and contain valuable, confidential, unpublished information developed by ACS at a great expense. You agree to protect the materials from unauthorized reproduction, distribution, disclosure, or use of publication. You may not transfer any materials or software to anyone or entity without the written consent of ACS authorized personnel. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
5). **U.S. Government Restricted Rights**: The software and documentation were developed at private expense and are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-14 and DFAR 252.227-7013 et seq. or its successor.
6) **Export Laws**: You agree that the distribution and export/reexport of the software is in compliance with laws, regulations, orders or other restrictions of the U.S. Export Administration Regulations.
7). **Warranty**: We warrant the enclosed diskette(s) and/or CDs and printed materials to be free from material defect in normal use for 90 days from the date of installation. We do not warrant the error free operation of the software contained on the diskette or that such software will meet your requirements. The software is developed "as is". We will however attempt to correct or bypass any actual reproducible and significant error in the software described to us in writing within 90 days from the date of installation of the materials by providing to you at our option either a corrected copy or work around instructions within a reasonable time. This does not cover altered software or require us to customize our software to meet your hardware or operating system requirements. Section 8 is your exclusive remedy for any breach by us of this section. No dealer, company, or person is authorized to expand, alter this section or any other provision of this agreement. Any such agreement will not bind ACS. **ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE ENCLOSED SOFTWARE LICENSED UNDER THIS LICENSE, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN THIS SECTION OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

8). Limitation of Liability: ACS' LIABILITY IN CONNECTION WITH THE SOFTWARE LICENSED UNDER THIS LICENSE, OR ANY OTHER MATTER RELATING TO THIS LICENSE WILL NOT EXCEED THE FEE THAT YOU ACTUALLY PAID TO ACS FOR THE SOFTWARE GIVING RISE TO THE LIABILITY. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL ACS BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT ACS HAS SET ITS FEES AND ENTERED INTO THIS LICENSE IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS LICENSE, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9). **Remedy**: In the event that ACS breaches this agreement, your sole remedy is to notify us of such breach within the applicable warranty period and we will at our sole option, either cure the breach or refund the license fee paid to us for the materials. In no event will ACS be responsible for any damage beyond the amount of the license fee or for any indirect, special, incidental, consequential or similar damages or profits to you or any other person, or entity, regardless of the legal basis. Even if ACS has been advised of the possibility of such damages, except to the extent applicable state law specifically prohibits such exclusion.

10.) **General** (System Only): This license shall be governed by Texas laws. All prior correspondence oral or written including without limitation, all understandings with respect to materials are hereby superseded. This license constitutes your and our agreement and understanding regarding the materials. General (Evaluation Only): This evaluation program is provided free of charge to the registered requestor of the evaluation software and is to be used solely as an evaluation copy.

11.) **Software Maintenance Agreement**. 90 days free phone support is provided with purchase of FIREHOUSE Software. A separate software maintenance contract is available for an additional charge. This contract is not mandatory but highly recommended. The annual maintenance contract includes phone support and program updates. The cost of the software maintenance contract is based on the type and number of modules installed. After the 90 days of free support has expired and no software maintenance contract has been established, per call fee will be billed to the customer for telephone technical support.

A primary contact person will be designated for departments with 5 user licenses and higher. This primary contact person will collect user questions and problems and direct them to ACS technical support department for resolution.

12.) **Indemnity by ACS.** SUBJECT TO THE LIMITATION OF LIABILITY PROVISION CONTAINED IN SECTION 8 OF THIS AGREEMENT, ACS WILL DEFEND, INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM AND AGAINST ANY LOSS, COST AND EXPENSE THAT CUSTOMER INCURS BECAUSE OF A CLAIM THAT USE OF THE SOFTWARE AND MATERIALS INFRINGES ANY UNITED STATES COPYRIGHT OF OTHERS. ACS' OBLIGATIONS UNDER THIS INDEMNIFICATION ARE EXPRESSLY CONDITIONED ON THE FOLLOWING: (I) CUSTOMER MUST PROMPTLY NOTIFY ACS OF ANY SUCH CLAIM; (II) CUSTOMER MUST IN WRITING GRANT ACS SOLE CONTROL OF THE DEFENSE OF ANY SUCH CLAIM AND OF ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE (IF CUSTOMER CHOOSES TO REPRESENT ITS OWN INTERESTS IN ANY SUCH ACTION, CUSTOMER MAY DO SO AT ITS OWN EXPENSE, BUT SUCH REPRESENTATION MUST NOT PREJUDICE ACS' RIGHT TO CONTROL THE DEFENSE OF THE CLAIM AND NEGOTIATE ITS SETTLEMENT OR COMPROMISE); (III) CUSTOMER MUST COOPERATE WITH ACS TO FACILITATE THE SETTLEMENT OR DEFENSE OF THE CLAIM; (IV) THE CLAIM MUST NOT ARISE FROM MODIFICATIONS OR (WITH THE EXPRESS EXCEPTION OF THE OTHER COMPONENT SYSTEMS AND THIRD PARTY HARDWARE AND SOFTWARE SPECIFIED BY ACS IN WRITING AS NECESSARY FOR USE WITH THE SOFTWARE) FROM THE USE OR COMBINATION OF PRODUCTS PROVIDED BY ACS WITH ITEMS PROVIDED BY CUSTOMER OR OTHERS. IF ANY OF THE SOFTWARE AND MATERIALS IS, OR IN ACS' OPINION IS LIKELY TO BECOME, THE SUBJECT OF A UNITED STATES COPYRIGHT INFRINGEMENT CLAIM, THEN ACS, AT ITS SOLE OPTION AND EXPENSE, WILL EITHER: (A) OBTAIN FOR CUSTOMER THE RIGHT TO CONTINUE USING THE SOFTWARE AND MATERIALS UNDER THE TERMS OF THIS AGREEMENT; (B) REPLACE THE SOFTWARE AND MATERIALS WITH PRODUCTS THAT ARE SUBSTANTIALLY EQUIVALENT IN FUNCTION, OR MODIFY THE SOFTWARE AND MATERIALS SO THAT IT BECOMES NON-INFRINGING AND SUBSTANTIALLY EQUIVALENT IN FUNCTION; OR (C) REFUND TO CUSTOMER THE PORTION OF THE LICENSE FEE PAID TO ACS FOR THE SOFTWARE AND MATERIAL(S) GIVING RISE TO THE INFRINGEMENT CLAIM, LESS A CHARGE FOR USE BY CUSTOMER BASED ON STRAIGHT LINE DEPRECIATION ASSUMING A USEFUL LIFE OF FIVE (5) YEARS. THE FOREGOING IS ACS' EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

13.) **Notices:** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown below, or to such other place as the party may subsequently designate for its receipt of notices.

ACS Government Systems, Inc.:

ACS Government Systems, Inc.
c/o: Sanjay Kalasa, VP
2900 100th Street
Suite 309
Urbandale, IA 50322

CUSTOMER:

Williamson County, TX
c/o: Williamson County ITS
301 S.E. Inner Loop Rd, Suite 105
Georgetown, TX 78626

14.) **Force Majeure:** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

15.) **No Waiver:** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

16.) **Choice of Law and Venue; Severability:** 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, and the parties hereto expressly consent and submit to such jurisdiction. 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. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

17.) **Compliance with Laws:** Each party to this Agreement shall comply with all applicable 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.

18.) **Gender, Number and Headings:** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

19.) **Incorporation of Exhibits and Attachments:** All of the Exhibits and Attachments, and Appendices referred to in this Agreement, if any, are incorporated by reference as if set forth verbatim herein.

20.) **Entity Status:** By signature below, Vendor certifies that Vendor is duly authorized to transact and do business in the State of Texas.

21.) **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.

22.) **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 Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer 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.

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

24.) **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

25.) **Remedies:** Notwithstanding any provision herein to the contrary, either party to this Agreement may avail itself of any and all remedies available at law or in equity and neither party hereto waives its right to do so.

26.) **Entire Agreement:** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

By the signatures of their duly authorized representatives below, ACS and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

Williamson County, TX

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

ACS Government Systems, Inc.

BY: _____

PRINT NAME AND TITLE: Sanjay Kalasa, VP

DATE SIGNED: 5/4/10.

EXHIBIT 1

Customer may use the materials in conjunction with the following agencies, jurisdictions, or political subdivisions of the State of Texas serviced by Customer:

Williamson County
Williamson Cities and County Health District
Bartlett Volunteer Fire Department
City of Cedar Park
Coupland Volunteer Fire Department
Florence Volunteer Fire Department
Granger Volunteer Fire Department
Hutto Volunteer Fire Department
Jarrell Volunteer Fire Department
Jollyville Volunteer Fire Department
City of Leander
Liberty Hill Volunteer Fire Department
Sam Bass Volunteer Fire Department
City of Taylor
Taylor Volunteer Fire Department
Thrall Volunteer Fire Department
Weir Volunteer Fire Department
City of Hutto
City of Granger
City of Florence
City of Liberty Hill
City of Thrall
City of Bartlett
City of Jarrell
City of Weir

Please send payments to:
ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Quote

Date: 9/23/2021
Invoice # [redacted]
Terms Net 30

Bill To

Williamson County Fire
301 SE Inner Loop
Suite 105 Georgetown
TX 78626 United States
rsemple@wilco.org

Ship To

Williamson County Fire 301
SE Inner Loop Suite 105
Georgetown TX 78626
United States
rsemple@wilco.org

Weir Fire Dept:

Item	From	To	QTY	UOM	Total
FH Web - Bundled System Support Annual support for FIREHOUSE Web bundled system.	12/1/2021	11/30/2022	1	Seats	$436.90
FH Web - CAD Monitor Support Annual support renewal for CAD Monitor for FIREHOUSE Web.	12/1/2021	11/30/2022	1	Seats	$372.65

Hutto Fire Rescue:

Item	From	To	QTY	UOM	Total
FH Web - Bundled System Support Annual support for FIREHOUSE Web bundled system.	12/1/2021	11/30/2022	1	Seats	$436.90
FH Web - CAD Monitor Support Annual support renewal for CAD Monitor for FIREHOUSE Web.	12/1/2021	11/30/2022	1	Seats	$372.65

Granger Volunteer Fire Dept.:

Item	From	To	QTY	UOM	Total
FH Web - Bundled System Support Annual support for FIREHOUSE Web bundled system.	12/1/2021	11/30/2022	1	Seats	$436.90
FH Web - CAD Monitor Support Annual support renewal for CAD Monitor for FIREHOUSE Web.	12/1/2021	11/30/2022	1	Seats	$372.65

Jarrell Volunteer Fire Dept.:

Item	From	To	QTY	UOM	Total
FH Web - Bundled System Support Annual support for FIREHOUSE Web bundled system.	12/1/2021	11/30/2022	1	Seats	$436.90
FH Web - CAD Monitor Support Annual support renewal for CAD Monitor for FIREHOUSE Web.	12/1/2021	11/30/2022	1	Seats	$372.65

Quote

Date: 9/23/2021
Invoice # [redacted]
Terms Net 30

Please send payments to:
ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Bill To

Williamson County Fire
301 SE Inner Loop
Suite 105
Georgetown TX 78626United
States
rsemple@wilco.org

Ship To

Williamson County Fire 301
SE Inner Loop Suite 105
Georgetown TX 78626
United States
rsemple@wilco.org

Jollyville Volunteer Fire Dept.:

Item	From	To	QTY	UOM	Total
FH Web - Bundled System Support Annual support for FIREHOUSE Web bundled system.	12/1/2021	11/30/2022	1	Seats	$436.90
FH Web - CAD Monitor Support Annual support renewal for CAD Monitor for FIREHOUSE Web.	12/1/2021	11/30/2022	1	Seats	$372.65

Williamson County HazMat

Item	From	To	QTY	UOM	Total
FH Web - Bundled System Support Annual support for FIREHOUSE Web bundled system.	12/1/2021	11/30/2022	1	Seats	$436.90
FH Web - CAD Monitor Support Annual support renewal for CAD Monitor for FIREHOUSE Web.	12/1/2021	11/30/2022	1	Seats	$809.55

Williamson County Fire:

Item	From	To	QTY	UOM	Total
FH Web - CAD Monitor Support Annual support renewal for CAD Monitor for FIREHOUSE Web.	12/1/2021	11/30/2022	1	Seats	$383.83
FH Web - Bundled System Support Annual support for FIREHOUSE Web bundled system.	12/1/2021	11/30/2022	1	Seats	$449.99
FH Web - Additional User Support Annual support for additional users of FIREHOUSE Web Edition.	12/1/2021	11/30/2022	2	Seats	$899.97

Remit Payment to:

ESO Solutions, Inc.
PO Box 679449
Dallas, TX 75267-9449

Total (Without Tax):	$6,591.09
Tax: Grand	$0.00
Total:	$6,591.09

Amounts quoted are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact:
AccountsReceivable@eso.com
866-766-9471 option 8

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or need to make a change.

[redacted]

Commissioners Court - Regular Session **38.**

Meeting Date: 11/09/2021

Data Outlets and Cabling from Links Communications, Inc. at Lott Center

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 an agreement between Williamson County and Links Communications, Inc. for the installation of new data outlets and cables in the Lott Center, in the amount of $5,322.00; exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) an item necessary to preserve the health and safety of the residents of Williamson County, and authorize the County Judge to execute all associated documents.

Background

Approval of this item will support the operations and renovation at the Lott Center. Proposal is attached outlining the work to be done. Links communications will install new data outlets, cabling, and new rack and patch panels. Legal has reviewed this proposal. CARES Act funds shall be used for this project as previously approved. The department point of contact is Chris Ball. The budgeted, not to exceed amount is $5,332.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 11:58 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 12:01 PM
Form Started By: Erica Smith		Started On: 11/04/2021 11:06 AM
Final Approval Date: 11/04/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR DATA OUTLETS AND CABLE INSTALLATION AND RELATED WORK (LE Drop Center - Lott Building) (Links Communications, Inc.)

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

I.

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

A. As described in the attached Statement of Work, dated October 19, 2021, which is incorporated herein as if copied in full.

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

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and will expire upon the completion of the services or when terminated pursuant to paragraph X. below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $5,332.00 for related goods and services. The not-to-exceed amount may only be revised by an addendum or change order and must be approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$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

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

V.

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

A. As described in the attached Statement of Work, dated October 19, 2021, which is incorporated herein as if copied in full; and

B. Any required insurance certificates.

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

VI.

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

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY

WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20____

SERVICE PROVIDER:

R Lomax
Authorized Signature

Ronald Lomax VP
Printed Name

Date: 11-4, 2021

Exhibit:

Statement of Work, dated October 19, 2021
and incorporated herein as if copied in full

LINKS
COMMUNICATIONS, INC.

40225 Industrial Park Circle, Suite 104
Georgetown, Texas 78626

Phone: 512-930-5580
rlomax@linkscommunications.com

10-19-2021

Williamson county ITS
Inner loop
Georgetown TX

Lott Training Center
College street
Georgetown TX

Install 16 new data outlets with 2 cat6 plenum cables each per plan
Install 1 cat6 plenum cables for Wi-Fi
Install new rack and patch panels
Cables will be installed above ceiling and in existing conduits
Label and test cables

$5332.00

Commissioners Court - Regular Session **39.**

Meeting Date: 11/09/2021

DOI Projects and Issues

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2021 12:42 PM
Form Started By: Vicky Edwards		Started On: 10/19/2021 12:35 PM
Final Approval Date: 10/19/2021		

Commissioners Court - Regular Session **40.**

Meeting Date: 11/09/2021

Juvenile Justice Detention Center Flood Control - THC Transfer of Ownership for Archeological Collections

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Juvenile Justice Center Smith Branch Flood Control project, a Road & Bridge Project in Commissioner Pct. 3.

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAR. A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JJC - THC Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 10:38 AM
Form Started By: Vicky Edwards		Started On: 11/04/2021 10:06 AM
Final Approval Date: 11/04/2021		

Acc CAR _____

CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT

This letter documents the transfer of archaeological collections and records from

Williamson County

name of governmental agency and/or subdivision

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project Williamson County Juvenile Justice Detention Center Flood Control

Project No. 19156

County(ies) Williamson

Site No(s) 41WM1434 and 41WM1435

Permitting Agency Texas Historical Commission Permit # 9314

Description of Materials
Records Only

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency	Signature - Authorized Agent of Sub. Arch.
Judge Bill Gravell, Jr.	Andrea Burden
Authorized Agent of Sponsor (type or print)	Authorized Agent of Sub. Arch. (type or print)
Williamson County Judge	Principal Investigator
Title/Position	Title/Position
	09/27/2021
Date	Date
Address:	Address:
710 South Main St.	Blanton & Associates
Suite 101	5 Lakeway Centre Court, Suite 200
Georgetown, TX 78626	Austin, Texas 78734

Commissioners Court - Regular Session **41.**

Meeting Date: 11/09/2021

T1873 Ronald Reagan at Silver Spur & Sun City Change Order No. 1 (final balancing)

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. 1 in the amount of -$29,746.06 for T1873 Ronald Reagan at Silver Spur and Sun City (QA Construction Services, Inc.), a Road Bond Project in Commissioner Pct.3 P:354 and 357 Funding Source: Road Bond.

Background

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. This Change Order also adds new items to the contract to pay the Contractor for additional work. The added work includes:

999-WC02 Remove and Replace an Existing Flashing Beacon Assembly. The existing flashing beacon was located within the limits of the roadway widening. It was relocated to a location outside the limits of construction.

999-WC03 Milling and Hot Mix for profile revision at Silver Spur. The existing profile of Silver Spur did not match the profile shown in the plans. The proposed profile was modified to match the existing profile and minimize work in the intersection. The modification took place on the departure side of the entrance and the roadway had to be closed to allow the Contractor a safe work zone to complete the work.

999-WC04 Place Block Sod in Center Median of Silver Spur. Trenching for the power service to the new illumination pole and modifications to match the existing profile of Silver Spur disturbed the vegetation in the center median. The existing buffalo grass vegetation was regraded and replaced.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T1873 Ronald Reagan at Silver Spur & Sun City Change Order No. 1 (final balancing)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 10:00 AM
Form Started By: Mayra Ramos		Started On: 11/02/2021 12:14 PM
Final Approval Date: 11/04/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project:	***Ronald Reagan at Silver Spur & Sun City***
Roadway:	***Safety Improvements***
Project Number:	***T1873***

1. CONTRACTOR: **QA Construction Services, Inc.**

2. Change Order Work Limits: Sta. **100+30.00** to Sta. **311+63.33**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E, 2C** (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

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 on the project as a result of addressing field conditions not accounted for in the original plans. **2C: Differing Site Conditions. New Development (conditions changing after PSE).** This Change Order adds new items to the contract to pay the Contractor for additional work. The added work includes, removing and replacing an existing flashing beacon assembly, milling and overlaying Silver Spur to maintain the existing profile and placing block sod in the center median of Silver Spur.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 11-01-2021

By Major Davenport Digitally signed by Major Davenport DN: cn=Major Davenport, o, ou, email=major@terra-path.com, c=US Date: 2021.11.01 13:14:33 -05'00'

Typed/Printed Name Major Davenport

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **1** Days added on this CO: **44**

Amount added by this change order: **($29,746.06)**

RECOMMENDED FOR EXECUTION:

Project Manager 11/1/2021
Date

N/A
Design Engineer Date

Program Manager 11/2/2021
Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

1 *Project #* *T1873*

Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	RONALD REAGAN AT SILVER SPUR								
104-9999	REMOVING CONC (RIBBON CURB)	LF	$12.00	205.00	$2,460.00	402.00	607.00	$7,284.00	$4,824.00
162-WC103	MULCH TOPDRESSING (5")	SY	$3.00	4,382.00	$13,146.00	(4,382.00)	0.00	$0.00	($13,146.00)
164-WC04	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	SY	$0.25	8,763.00	$2,190.75	(8,763.00)	0.00	$0.00	($2,190.75)
166-6002	FERTILIZER	TON	$425.00	1.11	$471.75	(0.49)	0.62	$263.50	($208.25)
169-6001	SOIL RETENTION BLANKETS (CL1) (TY A)	SY	$0.90	8,485.00	$7,636.50	2,258.00	10,743.00	$9,668.70	$2,032.20
310-6005	PRIME COAT (AE-P)	GAL	$3.50	1,170	$4,095.00	(425.00)	745.00	$2,607.50	($1,487.50)
316-6193	AGGR (TY-D GR-5 SAC-B)	CY	$194.00	46	$8,924.00	22.25	68.25	$13,240.50	$4,316.50
316-6413	ASPH (AC-15P, HFRS-2P or CRS-2P)	GAL	$4.53	1,754	$7,945.62	(554.00)	1,200.00	$5,436.00	($2,509.62)
340-6011	D-GR HMA(SQ) TY-B PG64-22	TON	$85.00	1,609.0	$136,765.00	(520.90)	1,088.10	$92,488.50	($44,276.50)
340-6120	D-GR HMA(SQ) TY-D SAC-B PG70-22	TON	$93.00	1,837.0	$170,841.00	221.31	2,058.31	$191,422.83	$20,581.83
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$2,500.00	5	$12,500.00	1.00	6.00	$15,000.00	$2,500.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$45.00	227.0	$10,215.00	(23.00)	204.00	$9,180.00	($1,035.00)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$10.00	227.0	$2,270.00	(23.00)	204.00	$2,040.00	($230.00)
529-6038	CONC CURB (RIBBON)	LF	$20.00	156	$3,120.00	388.00	544.00	$10,880.00	$7,760.00
618-6023	CONDT (PVC) (SCH 40) (2")	LF	$15.00	10	$150.00	230.00	240.00	$3,600.00	$3,450.00
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100 MIL)	LF	$0.50	4,950.0	$2,475.00	92.00	5,042.00	$2,521.00	$46.00
666-6030	REFL PAV MRK TY I (W) 8" (DOT) (100 MIL)	LF	$1.40	238.0	$333.20	15.00	253.00	$354.20	$21.00
666-6036	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	$1.00	1,704.0	$1,704.00	(1.00)	1,703.00	$1,703.00	($1.00)
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100 MIL)	LF	$0.45	5,600	$2,520.00	(48.00)	5,552.00	$2,498.40	($21.60)
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.35	4,950.0	$1,732.50	129.00	5,079.00	$1,777.65	$45.15
666-6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	$1.00	238.0	$238.00	24.00	262.00	$262.00	$24.00
666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.90	1,704.0	$1,533.60	(58.00)	1,646.00	$1,481.40	($52.20)
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.35	5,600	$1,960.00	(89.00)	5,511.00	$1,928.85	($31.15)
					$395,226.92			$375,638.03	($19,588.89)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *T1873*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
	RONALD REAGAN AT SILVER SPUR								
666-6212	REFL PAV MRK TY II (Y) 12" (SLD)	LF	$10.00	62.0	$620.00	58.00	120.00	$1,200.00	$580.00
666-6141	REFL PAV MRK TY I (Y) 12" (SLD) (100 MIL)	LF	$13.00	62.0	$806.00	(10.00)	52.00	$676.00	($130.00)
672-6007	REFL PAV MRKR TY I-C	EA	$3.00	85.0	$255.00	72.00	157.00	$471.00	$216.00
672-6009	REFL PAV MRKR TY II-A-A	EA	$3.25	280	$910.00	(82.00)	198.00	$643.50	($266.50)
3076-6066	TACK COAT	GAL	$3.68	1,964.0	$7,227.52	(764.00)	1,200.00	$4,416.00	($2,811.52)
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	$115.00	60.0	$6,900.00	(60.00)	0.00	$0.00	($6,900.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	12,500.0	$12,500.00	(12,500.00)	0.00	$0.00	($12,500.00)
999-WC02	REMOVE AND RELOCATE EXISTING FLASHING BEACON ASSEMBLY	LS	$6,190.63	0.00	$0.00	1.00	1.00	$6,190.63	$6,190.63
999-WC03	MILLING AND HOT MIX FOR PROFILE REVISION - SILVER SPUR	LS	$13,390.05	0.00	$0.00	1.00	1.00	$13,390.05	$13,390.05
999-WC04	BLOCK SOD IN CENTER MEDIAN - SILVER SPUR	LS	$4,808.27	0.00	$0.00	1.00	1.00	$4,808.27	$4,808.27
	RONALD REAGAN AT SUN CITY								
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100 MIL)	LF	$0.50	547.0	$273.50	(245.00)	302.00	$151.00	($122.50)
666-6030	REFL PAV MRK TY I (W) 8" (DOT) (100 MIL)	LF	$1.40	75.0	$105.00	58.00	133.00	$186.20	$81.20
666-6036	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	LF	$1.00	321.0	$321.00	29.00	350.00	$350.00	$29.00
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100 MIL)	LF	$0.45	1,564	$703.80	(62.00)	1,502.00	$675.90	($27.90)
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.35	547.0	$191.45	(238.00)	309.00	$108.15	($83.30)
666-6176	REFL PAV MRK TY II (W) 8" (DOT)	LF	$1.00	75.0	$75.00	54.00	129.00	$129.00	$54.00
666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.90	321.0	$288.90	30.00	351.00	$315.90	$27.00
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.35	1,564	$547.40	8.00	1,572.00	$550.20	$2.80
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$1.20	602	$722.40	(162.00)	440.00	$528.00	($194.40)
999-WC01	FORCE ACCOUNT	DOL	$1.00	12,500.00	$12,500.00	(12,500.00)	0.00	$0.00	($12,500.00)
The "Totals" from Table B of the previous work sheet:					$395,226.92			$375,638.03	($19,588.89)
TOTALS					$440,173.89			$410,427.83	($29,746.06)

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

Ronald Reagan at Silver Spur and Sun City
Williamson County Project No. T1873

Change Order No. 1
Reason for Change

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. This Change Order also adds new items to the contract to pay the Contractor for additional work. The added work includes:

999-WC02 Remove and Replace an Existing Flashing Beacon Assembly. The existing flashing beacon was located within the limits of the roadway widening. It was relocated to a location outside the limits of construction.

999-WC03 Milling and Hot Mix for profile revision at Silver Spur. The existing profile of Silver Spur did not match the profile shown in the plans. The proposed profile was modified to match the existing profile and minimize work in the intersection. The modification took place on the departure side of the entrance and the roadway had to be closed to allow the Contractor a safe work zone to complete the work.

999-WC04 Place Block Sod in Center Median of Silver Spur. Trenching for the power service to the new illumination pole and modifications to match the existing profile of Silver Spur disturbed the vegetation in the center median. The existing vegetation was buffalo grass. The median area was re graded and buffalo block sod was replaced.

The following new items are required for this change order:

ITEM	DESCRIPTION	QTY	UNIT
999-WC02	REMOVE AND RELOCATE EXISTING FLASHING BEACON ASSEMBLY	1.00	LS
999-WC03	MILLING AND HOT MIX FOR PROFILE REVISION AT SILVER SPUR	1.00	LS
999-WC04	BLOCK SOD IN CENTER MEDIAN OF SILVER SPUR	1.00	LS

This Change Order results in a net decrease of $29,746.06 to the Contract amount, for an adjusted Contract total of $845,603.94. The original Contract amount was $875,350.00. As a result of this and all Change Orders to-date, $29,746.06 has been deducted from the Contract, resulting in an 3.40% net decrease in the overall Contract cost. As a result of this Change Order, forty four (44) days will be added to the contract for a total duration of 172 days.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

QA CONSTRUCTION

QA Construction Services Inc.
5811 Blue Bluff Road
Austin, TX 78724
Phone: 512-637-6120

7/29/2021

Change Order #1

ITEM 999-WC02

Project: Ronald Reagan Intersection
Owner: Williamson County

Additional Work - Remove & Relocate Existing Solar Flash Beacon

	BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
1 -	N/A	Excavator	Day	1	$ 1,035.00	$ 1,035.00
		Mini Excavator	Day	1	$ 575.00	$ 575.00
		Wheel Loader	Day	1	$ 845.00	$ 845.00
		Hammer Breaker	Day	1	$ 820.00	$ 820.00
		Labor - Superintendent (Ryan Helm)	HR	4	$ 42.00	$ 168.00
		Labor - Foreman (Christian Figueroa)	HR	6	$ 36.00	$ 216.00
		Labor - Operator 1 (Reinaldo Figueroa)	HR	8	$ 28.00	$ 224.00
		Labor - Operator 2 (Erick EstradaReinaldo Figueroa)	HR	3	$ 28.00	$ 84.00
		Labor - General Labor 1 (Miguel Echevarria)	HR	8	$ 25.00	$ 200.00
		Labor - General Labor 2 (Adan)	HR	8	$ 25.00	$ 200.00
		Labor - General Labor 3 (Alfredo)	HR	8	$ 25.00	$ 200.00

Total Cost (Material & Labor)

	Cost	Overhead	
Total Material Cost	$ -	0%	$ -
Equipment	$ 3,275.00	15%	$ 3,766.25
Labor	$ 1,292.00	55%/15%	$ 2,302.99
		Overhead Cost	$ 6,069.24
	Subtotal		$ 6,069.24
	Mark-up	15%	
	Insurance & Bond Adjustments	2%	$ 121.39
		Total Cost	$ 6,190.63

Breakdown:

1 - Additional Work - Remove & Relocate Existing Solar Flash Beacon $ 6,190.63

Total Cost for Change Order No.1 $ 6,190.63

By Contractor:

Jose Ruiz, Estimator/ Project Manager - QA Construction Services Inc. 7/29/2021 Date

Approved by:

Construction Observer: Clayton Weber, HNTB Date

Program Manager: Michael Weaver, Prime Strategies Date

Senior Director of Infrastructure: Robert B. Daigh, Williamson County Date

LABOR $ 1292.00
x1.55 = 2002.60
x1.15 = 2302.99

EQUIPMENT $ 3275.00
x1.15 3766.25

$ 2302.99

$ 3766.25
6069.24
x1.02 $6190.63



Cat Class: 054-0500

50-59K Hydraulic Excavator

- Maximum digging depths of up to 25 feet
- Peak reach of 33 feet
- Maximum lift capacity of 55,736 lbs.
- Wide selection of general-purpose buckets available

Online Rate:

1 Day. **$1,035** USD 1 Week. **$2,555** USD 4 Weeks. **$5,430** USD



Cat Class: 035-0157

13,000lb Mini Excavator Cab

- Fully enclosed cab
- Peak digging force of 4,766 lbs
- Maximum digging depth of nearly 8 1/2 feet with nearly 14 feet of reach
- Backfill blade for leveling and stabilizing
- Rubber tracks reduce damage to hard surfaces

Online Rate:

1 Day: **$575** USD 1 Week: **$1,585** USD 4 Weeks: **$4,770** USD



Cat Class: 057-0006

2-3/4 - 3 Yd Artic Loader

- Up to 40° frame articulation
- 4-wheel drive
- Up to 2-3/4 cubic yard bucket
- Max Dump Height: 8' 11" in.
- Max Weight 23,900 lbs.

Online Rate:

1 Day: **$845** USD 1 Week: **$2,245** USD 4 Weeks: **$4,365** USD



Cat Class: 005-0750

Hydraulic Hammer - 45K - 50K Excavator

The 45K - 50K demolition breaker is designed to be mounted on an excavator using the carrier's hydraulic system for power and are effective for breaking up rock, concrete or other materials.

- Hydraulic demolition breaker
- Mount on 45K - 50K excacator
- Effective for breaking up rock, concrete and other materials

Online Rate:

- 1 Day: **$820** USD
- 1 Week: **$2,430** USD
- 4 Weeks: **$6,825** USD

The displayed rates do not include the taxes or optional charges that may be selected later in the checkout process.

1

ADD

QA CONSTRUCTION

QA Construction Services Inc.
5811 Blue Bluff Road
Austin, TX 78724
Phone: 512-637-6120

7/29/2021

Change Order #2

ITEM 999-WCO 3

Project: Ronald Reagan Intersection
Owner: Williamson County

Additional Work - Milling & Traffic Control at Silver Spur & Ronald Reagen Intersection

	BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
1 -	Force Account	PLANE ASPH CONC PAV (10")	SY	89	$ 42.04	$ 3,741.56
		Labor - Superintendent (Ryan Helm)	HR	10	$ 42.00	$ 420.00
		Labor - Foreman (Christian Figueroa)	HR	10	$ 36.00	$ 360.00
		Labor - General Labor 1 (Miguel Echevarria)	HR	10	$ 25.00	$ 250.00
		Labor - General Labor 3 (Alfredo)	HR	10	$ 25.00	$ 250.00
		Labor- General Labor (Omar)	HR	10	$ 25.00	$ 250.00
		Labor- General Labor (Eugenio)	HR	10	$ 25.00	$ 250.00
		Surveyor-Joe	HR	8.5	$ 30.00	$ 255.00
		Surveyor-Hugo	HR	8.5	$ 30.00	$ 255.00
		Blade	HR	4	$ 156.31	$ 625.24
		Skidster	HR	8	$ 48.43	$ 387.44
		Roller	HR	4	$ 55.38	$ 221.52
		Loader	DAY	1	$ 845.00	$ 845.00
		Light Tower-5/4	LS	1	$ 120.00	$ 120.00
		Traffic Control-5/4	LS	1	$ 1,050.00	$ 1,050.00
		Arrow Board (Weekly)	WK	2	$ 200.00	$ 400.00
		Barricades Sign & Traffic Handling	WK	2	$ 394.00	$ 788.00

Total Cost (Material & Labor)

	Cost	Overhead	
Total Material Cost	$ 3,741.56	0%	$ -
Equipment	$ 4,437.20	15%	$ 9,045.57
Labor	$ 2,290.00	55%/15%	$ 4,081.93
		Overhead Cost	$ 13,127.50
	Subtotal		$ 13,127.50
	Mark-up	15%	
	Insurance & Bond Adjustments	2%	$ 262.55
		Total Cost	$ 13,390.05

Breakdown:

1 - Milling & Traffic Control at Silver Spur & Ronald Reagen Intersection $ 13,390.05

Total Cost for Change Order No.1 $ 13,390.05

By Contractor: _____ 7/29/2021
Major Davenport Project Manager - QA Construction Services Inc. Date

Approved by:

_____ _____
Construction Observer: Clayton Weber, HNTB Date

_____ _____
Program Manager: Michael Weaver, Prime Strategies Date

_____ _____
Senior Director of Infrastructure: Robert B. Daigh, Williamson County Date

EquipmentWatch.

www.equipmentwatch.com

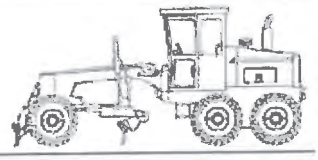
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 16, 2021

Caterpillar 14M (disc. 2015)
Articulated Frame Graders

Size Class:
250 HP & Over
Weight:
46796 lbs



Configuration for 14M (disc. 2015)

Moldboard Size	**14.0 ft**	Operator Protection	**EROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $16,390.00	USD $4,590.00	USD $1,150.00	USD $175.00	USD $75.30	USD $168.43
Adjustments						
Region (Texas: 92.7%)	(USD $1,196.47)	(USD $335.07)	(USD $83.95)	(USD $12.77)		
Model Year (2008: 94.07%)	(USD $900.92)	(USD $252.30)	(USD $63.21)	(USD $9.62)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,292.61**	**USD $4,002.63**	**USD $1,002.84**	**USD $152.61**	**USD $75.30**	**USD $156.51**

Non-Active Use Rates

	Hourly
Standby Rate	USD $40.60
Idling Rate	USD $108.31

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	USD $5,572.60/mo
Overhaul (ownership)	51%	USD $8,358.90/mo
CFC (ownership)	3%	USD $491.70/mo
Indirect (ownership)	12%	USD $1,966.80/mo
Fuel (operating) @ USD 3.27	36%	USD $27.10/hr

Revised Date: 3rd quarter 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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EquipmentWatch.

www.equipmentwatch.com

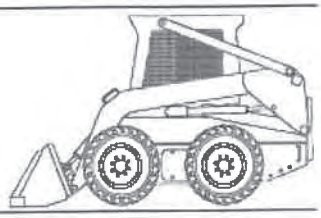
All prices shown in US dollars ($)

Rental Rate Blue Book®

August 3, 2021

Caterpillar 262D
Skid Steer Loaders

Size Class:
2501 - 2900 lbs
Weight:
N/A



Configuration for 262D

Hydraulic Tank Capacity	**10.3 gal**	Operator Protection	**ROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $5,095.00	USD $1,425.00	USD $355.00	USD $53.00	USD $22.46	USD $51.41
Adjustments						
Region (Texas: 89.7%)	(USD $524.78)	(USD $146.77)	(USD $36.56)	(USD $5.46)		
Model Year (2018: 99.9%)	(USD $4.57)	(USD $1.28)	(USD $0.32)	(USD $0.05)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,565.65**	**USD $1,276.95**	**USD $318.12**	**USD $47.49**	**USD $22.46**	**USD $48.40**

Non-Active Use Rates	Hourly
Standby Rate	USD $12.97
Idling Rate	USD $34.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	24%	USD $1,222.80/mo
Overhaul (ownership)	66%	USD $3,362.70/mo
CFC (ownership)	2%	USD $101.90/mo
Indirect (ownership)	8%	USD $407.60/mo
Fuel (operating) @ USD 3.27	40%	USD $8.92/hr

Revised Date: 3rd quarter 2021

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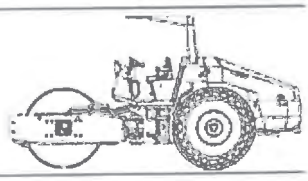
All prices shown in US dollars ($)

Rental Rate Blue Book®

July 16, 2021

Hamm 3410 (disc. 2013)
Single Drum Vibratory Compactors

Size Class:
8.0 - 11.9 MTons
Weight:
22730 lbs



Configuration for 3410 (disc. 2013)

Drum Type	**Smooth**	Drum Width	**84.0 in**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,885.00	USD $1,090.00	USD $275.00	USD $41.00	USD $35.24	USD $57.31
Adjustments						
Region (Texas: 96.4%)	(USD $139.86)	(USD $39.24)	(USD $9.90)	(USD $1.48)		
Model Year (2008: 94.67%)	(USD $199.69)	(USD $56.03)	(USD $14.13)	(USD $2.11)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,545.45**	**USD $994.73**	**USD $250.97**	**USD $37.42**	**USD $35.24**	**USD $55.38**

Non-Active Use Rates

	Hourly
Standby Rate	USD $10.07
Idling Rate	USD $30.97

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	USD $2,097.90/mo
Overhaul (ownership)	29%	USD $1,126.65/mo
CFC (ownership)	3%	USD $116.55/mo
Indirect (ownership)	14%	USD $543.90/mo
Fuel (operating) @ USD 3.27	31%	USD $10.83/hr

Revised Date: 3rd quarter 2021

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Cat Class: 057-0006

2-3/4 - 3 Yd Artic Loader

- Up to 40° frame articulation
- 4-wheel drive
- Up to 2-3/4 cubic yard bucket
- Max Dump Height: 8' 11" in.
- Max Weight 23,900 lbs.

Online Rate:

1 Day: **$845** USD 1 Week: **$2,245** USD 4 Weeks: **$4,365** USD

Price assumes milling 12" and hauling waste off site.

Texas Materials

1320 Arrow Point Drive, Suite 600

Cedar Park, TX. 78613

Estimator	Orion Fox	Project Location	Ronald Reagan
Phone Number	512-948-6924	City	Georgetown
Control:		County	Williamson
Project:	Ronald Reagan Blvd at Shell Road and Sun City Bl	Plant Location	Liberty Hill
Job Number	OF2010002CO		
Date	April 30, 2021		

Excludes Tax on Materials.
HMAC PER WILCO SPECS

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9000	PLANE ASPH CONC PAV (12")	89.00	SY	42.04	3,741.56
GRAND TOTAL					**3,741.56**

NOTES:

**Traffic Control excluded from quote.
**Milling excluded from quote unless quoted as a bid item.

Terms are net 10th of the month. This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review and or revision. All courses preceding those to be paved by Texas Materials shall meet or exceed the governing specifications and also meet or exceed the ride specifications. If longitudinal joint location is critical or desired, they shall be laid out by the general contractor prior to the placement of any courses. This quote will become part of the subcontract agreement and shall supersede any other conflicting language in the subcontract agreement.

Prices on accepted quote are firm until 10/30/2021.

Inclusions:
1. Testing for HMAC QCQA items only.

2. Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed.

3. If a payment and performance bond is required add 1.5% to the overall bid price.

4. Three Mobilizations included. $4,000 per each additional Mobilization.

5. Texas Materials to retain all production, ride and placement bonus/penalty on HMAC item(s) according to specification where applicable. The bonus/penalty calculations shall be based on Texas Materials unit prices or the unit bid prices whichever is greater.

6. General contractor to provide onsite staging area convenient to Texas Materials work for equipment, material storage, and equipment cleaning within the project limits.

7. Additional terms of this quote are based upon: acceptable contract/subcontract language, and credit approval.

**********THIS IS NOT AN INVOICE**********

Prime Cont: Terra Path
Highway:
Project: Ronald Reagan at Silver Spur
County: Williamson

APAC Job #: 550748

PERIOD
From: 5/1/2021 To: 5/31/2021

Item	Description	CONTRACT				Change Order & Over (Underrun)		WORK PERFORMED					
								Previous		This Period		To Date	
		UM	$/Unit	Quantity	Extension	Quantity	Extension	Quantity	Extension	Quantity	Extension	Quantity	Extension
10	PRIME COAT (AF-P)	GAL	$3.92	1,170.00	$4,586.40		$0.00		$0.00	725.00	$2,842.00	725.00	$2,842.00
20	AGGR (TY-B GR-5 SAC-B)	CY	$174.12	46.00	$8,009.52		$0.00		$0.00	52.50	$9,141.30	52.50	$9,141.30
30	ASPH (AC-15P	GAL	$4.53	1,754.00	$7,945.62		$0.00		$0.00	1200.00	$5,436.00	1,200.00	$5,436.00
40	D- GR HMA TY- B PG64 - 22	TON	$70.42	1,609.00	$113,305.78		$0.00		$0.00	1088.10	$76,624.00	1,088.10	$76,624.00
50	D - GR HMA TY- D PG70 - 22	TON	$84.02	1,837.00	$154,344.74		$0.00		$0.00	1800.04	$151,239.36	1,800.04	$151,239.36
60	PLANE ASPH CONC PAV (0" TO 2")	SY	$18.52	735.00	$13,612.20		$0.00		$0.00	1793.49	$33,215.43	1,793.49	$33,215.43
70	TACK COAT	GAL	$3.67	1,964.00	$7,207.88		$0.00		$0.00	325.00	$1,192.75	325.00	$1,192.75
5000	MOBILIZATION	LS	$13,000.00	1.00	$13,000.00		$0.00		$0.00	1.00	$13,000.00	1.00	$13,000.00
9000	CO#1- PLANE ASPH CONC PAV (12")	SY	$42.04	0.00	$0.00	89.00	$3,741.56		$0.00	89.00	$3,741.56	89.00	$3,741.56
800	CO#2- TY-B MIX	TON	$61.00	0.00	$0.00	59.84	$3,650.24		$0.00	59.84	$3,650.24	59.84	$3,650.24
					$0.00		$0.00		$0.00		$0.00	0.00	$0.00
					$0.00		$0.00		$0.00		$0.00	0.00	$0.00
					$322,012.14		$7,391.80		$0.00		$300,082.64		

Original Contract Amount.....	$322,012.14
Revisions To Date.....	$7,391.80
Current Contract Amount.....	$329,403.94

Total To Date.....	$300,082.64
Less Retainage.....	$0.00
Earned To Date.....	$300,082.64
Less Previous Billings.....	$0.00
Total This Period.....	$300,082.64

NOTES

**********THIS IS NOT AN INVOICE**********

RENTAL PROPOSAL

ACME BARRICADES

PROJECT INFORMATION
Wilco. Ronald Reagan Blvd
CONTROL#:
PROJECT#:
Bid Date: 4/28/21
SBE: 946781

ACME BARRICADES
8632 AMITY SCHOOL RD
BELTON, TEXAS 76513
512-379-2900 phone
512-379-2902 fax
Quote# 4J21-28

	DESCRIPTION	UNIT	QNTY	RATE	AMOUNT
	BARRICADES				
500 6001	Pilot Car Operation (4 men crew & a pilot truck) (10 hrs shift)	NIGHT	1.00	$2,100.00	Plus Tax
	Police Officer (Off duty or uniformed) (per hour per officer) (4 hrs minimun)	HR	1.00	$75.00	Plus Tax
	Light Tower (per each per day)	EA	1.00	$120.00	Plus Tax
	Deliver, setup and pickup of equipment (one time setup & one time pick up)	EA	1.00	$1,050.00	Plus Tax
	Equipment rental	DAY	1.00	$150.00	Plus Tax
				Subtotal	$0.00
				Sales Tax	$0.00
				Total	$0.00

	DESCRIPTION	UNIT	DAILY	WEEKLY	MONTHLY
	EXTRAS				
1	ARROW BOARD	EA	$70.00	$200.00	$600.00
2	MESSAGE BOARD	EA	$200.00	$700.00	$1,800.00
3	TMA	EA	$200.00	$1,500.00	$4,000.00
4	RUMBLE STRIPS	EA	$200.00	$600.00	$1,600.00
	*** PRICING IS BASED ON CUSTOMER PICKUP FROM ACME YARD**	**(PLUS TAX)**			

Notes:

Excludes removal, relocation or installation of pavement marking.

Excludes design, engineering permits fines, bonds, or AGC dues.

Excludes rumble strips, WZ (RS)-14 & 16.

Excludes daily monitoring of traffic control devices

Excludes flagmen, pilot car operation or police officer - call for quote

Excludes daily or nightly traffic control TCP sheets. Call for quote

Excludes temporary bridge mounted clearance signs or large ground mount overhead signs.

Contractor is responsible for communicating written discrepancies within 24 hours of notice.

Excludes permanent signs, water filled barrier, CTB, mailbox, signal, and MBGF

Excludes edge line and centerline delineators.

Excludes trailer mounted arrow board.

Excludes ADA pedestrian ramp or covered walkway.

Items not specifically noted will be additional

All material will be as specified herein. Any alterations or deviation from above specifications involving extra costs will be performed only upon written orders executed by the parties hereto and will become an extra charge over and above the cost referenced herein. Acceptance of Proposal – The above prices specifications and conditions are satisfactory and are hereby accepted. Lessor is authorized to do the work as specified. Payment will be made as outlined above. Acceptance of this Proposal is expressly limited to the terms herein.

Customer Signature

JAIME VIERA / ESTIMATOR

Date

Issue Date

RENTAL PROPOSAL

ACME BARRICADES

PROJECT INFORMATION
Wilco. Ronald Reagan Blvd
CONTROL#:
PROJECT#:
Bid Date: 10/2/20
SBE: 946781

ACME BARRICADES
8632 AMITY SCHOOL RD
BELTON, TEXAS 76513
512-379-2900 phone
512-379-2902 fax
Quote# 10J2-20

	DESCRIPTION	UNIT	QNTY	RATE	AMOUNT
	BARRICADES				
500 6001	MOBILIZATION	LS	1.00	$1,661.00	$1,661.00
	BARRICADES SIGNS AND TRAFFIC HANDLING	MO	6.00	$788.00	$4,728.00
	WILLIAMSON COUNTY BOND SINGS	EA	4.00	$400.00	$1,600.00
				Subtotal	$7,989.00
				Sales Tax	$659.09
				Total	$8,648.09

	DESCRIPTION	UNIT	DAILY	WEEKLY	MONTHLY
	EXTRAS				
1	ARROW BOARD	EA	$70.00	$200.00	$600.00
2	MESSAGE BOARD	EA	$200.00	$700.00	$1,800.00
3	TMA	EA	$200.00	$1,500.00	$4,000.00
4	RUMBLE STRIPS	EA	$200.00	$600.00	$1,600.00
	* PRICING IS BASED ON CUSTOMER PICKUP FROM ACME YARD			**(PLUS TAX)**	

Notes:

Includes perimeter barricades as per TXDOT BC (2) - 14 and channalizing devices.

2 weeks avance notice is require for installation of barricades.

Excludes removal, relocation or installation of pavement marking.

Excludes design, engineering permits fines, bonds, or AGC dues.

Excludes rumble strips, WZ (RS)-14 & 16.

Excludes daily monitoring of traffic control devices

Excludes flagmen, pilot car operation or police officer - call for quote

Excludes daily or nightly traffic control TCP sheets. Call for quote

Excludes temporary bridge mounted clearance signs or large ground mount overhead signs.

Contractor is responsible for communicating written discrepancies within 24 hours of notice.

Excludes permanent signs, water filled barrier, CTB, mailbox, signal, and MBGF

Excludes edge line and centerline delineators.

Excludes trailer mounted arrow board.

Excludes ADA pedestrian ramp or covered walkway.

Items not specifically noted will be additional

All material will be as specified herein. Any alterations or deviation from above specifications involving extra costs will be performed only upon written orders executed by the parties hereto and will become an extra charge over and above the cost referenced herein. Acceptance of Proposal – The above prices specifications and conditions are satisfactory and are hereby accepted. Lessor is authorized to do the work as specified. Payment will be made as outlined above. Acceptance of this Proposal is expressly limited to the terms herein.

Customer Signature

JAIME VIERA / ESTIMATOR

Date

Issue Date

CONSTRUCTION

QA Construction Services Inc.
5811 Blue Bluff Road
Austin, TX 78724
Phone: 512-637-6120

7/29/2021

Change Order #3

999-WCO4

Project: Ronald Reagan Intersection
Owner: Williamson County

Additional Work - SOD at Silver Spur & Ronald Reagen Intersection

	BID ITEM #	DESCRIPTION	UNIT	Qty	UNIT PRICE	TOTAL PRICE
1 -	Force Account					
		Labor - Superintendent (Ryan Helm)	HR	4	$ 42.00	$ 168.00
		Labor - General Labor 3 (Ruperto)	HR	12	$ 25.00	$ 300.00
		Labor- General Labor (Edgar)	HR	12	$ 25.00	$ 300.00
		Labor- General Labor (Eugenio)	HR	12	$ 25.00	$ 300.00
		Skidster	HR	4	$ 48.43	$ 193.72
		Loader	DAY	1	$ 700.00	$ 700.00
		SOD (Pallets)	SF	4500	$ 0.20	$ 900.00
		SOD Delivery Charge	EA	1	$ 650.00	$ 650.00

Total Cost (Material & Labor)

	Cost	Overhead	
Total Material Cost	$ 1,550.00	15%	$ 1,782.50
Equipment	$ 893.72	15%	$ 1,027.78
Labor	$ 1,068.00	55%/15%	$ 1,903.71
		Overhead Cost	$ 4,713.99
		Subtotal	$ 4,713.99
		Mark-up 15%	
		Insurance & Bond Adjustments 2%	$ 94.28
		Total Cost	$ 4,808.27

Breakdown: $ 4,808.27

1 - SOD at Silver Spur & Ronald Reagen Intersection

Total Cost for Change Order No.1 $ 4,808.27

By Contractor:

Major Davenport Project Manager - QA Construction Services Inc. — 7/29/2021 Date

Approved by:

Construction Observer: Clayton Weber, HNTB — Date

Program Manager: Michael Weaver, Prime Strategies — Date

Senior Director of Infrastructure: Robert B. Daigh, Williamson County — Date

EquipmentWatch

www.equipmentwatch.com

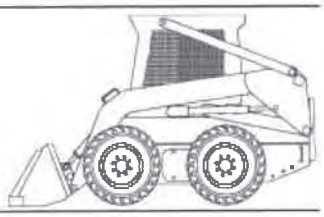
All prices shown in US dollars ($)

Rental Rate Blue Book®

August 3, 2021

Caterpillar 262D
Skid Steer Loaders

Size Class:
2501 - 2900 lbs
Weight:
N/A



Configuration for 262D

Hydraulic Tank Capacity	**10.3 gal**	Operator Protection	**ROPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $5,095.00	USD $1,425.00	USD $355.00	USD $53.00	USD $22.46	USD $51.41
Adjustments						
Region (Texas: 89.7%)	(USD $524.78)	(USD $146.77)	(USD $36.56)	(USD $5.46)		
Model Year (2018: 99.9%)	(USD $4.57)	(USD $1.28)	(USD $0.32)	(USD $0.05)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,565.65**	**USD $1,276.95**	**USD $318.12**	**USD $47.49**	**USD $22.46**	**USD $48.40**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $12.97
Idling Rate	USD $34.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	24%	USD $1,222.80/mo
Overhaul (ownership)	66%	USD $3,362.70/mo
CFC (ownership)	2%	USD $101.90/mo
Indirect (ownership)	8%	USD $407.60/mo
Fuel (operating) @ USD 3.27	40%	USD $8.92/hr

Revised Date: 3rd quarter 2021

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for CLAYTON WEBER (cweber@hntb.com)

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Cat Class: 057-0006

2-3/4 - 3 Yd Artic Loader

- Up to 40° frame articulation
- 4-wheel drive
- Up to 2-3/4 cubic yard bucket
- Max Dump Height: 8' 11" in.
- Max Weight 23,900 lbs.

Online Rate:

1 Day: **$845** USD 1 Week: **$2,245** USD 4 Weeks: **$4,365** USD

Invoice

JOURDANTON FARMS
1228 COUNTY ROAD 303
JOURDANTON TX 78026
830-580-1410

EST. 1853
KING RANCH® TURFGRASS
Growing Quality for Generations

Invoice# 172894
Invoice Date: 6/11/2021
Customer No: 2344270

Sold To
QA CONSTRUCTION
5811 BLUE BLUFF RD
AUSTIN TX 78724-5930

LUPITA
210 300 2362

Ship To
MAJOR
202 YORKTOWN ST
GEORGETOWN TX 78633-2284

PO. 4012

Order Number	Delivery Date	Pick Up/Delivery	Customer PO#	Driver	KR BOL #
232570	06/12/2021	Delivered	4012 (5137)	RPS TRUCKING DRIVER	74130

Item Description	Quantity				Price	Per	Amount
TIFTUF BERMUDA 450SF PL	10.00	PL	4,500.00	SF	$0.2000	Per SF	$900.00
DELIVERY CHARGE	1.00	EA	1.00	EA	$650.0000	Per EA	$650.00

MAJOR
202 YORKTOWN ST
GEORGETOWN TX 78633-2284

Payment Description	Payment Date	Location	Applied Amount
		Total Payments	

Notes

Total Sales Tax	~~$104.63~~
Total Purchased	~~$1,654.63~~
Total Refunds	
Total Payments	
Due On Invoice	~~$1,654.63~~

If Payment Due, please remit to

KING RANCH TURFGRASS LP
PO BOX 733213
DALLAS TX 75373-3213

Signature

TOTAL
$ 1550.00

PAID

6/12

CONCRETE COMPRESSIVE STRENGTH TEST REPORT

Report Number: AC201154.0013
Service Date: 05/20/21
Report Date: 07/16/21 Revision 3 - 56-day results
Task:

Terracon
5307 Industrial Oaks Blvd Ste 160
Austin, TX 78735-8821
512-442-1122 Reg No: F-3272

Client

QA Construction Services Inc
Attn: Ahmad Masoumi
5811 Blue Bluff Rd
Austin, TX 78724

Project

Ronald Reagan at Silver Spur and Sun City
Ronald Reagan Blvd and Sun City Blvd
Georgetown, TX

Project Number: AC201154

Material Information

Specified Strength: 3,600 psi @ 28 days

Mix ID: CC2160A
Supplier: Custom-Crete
Batch Time: 1600 **Plant:** N/A
Truck No.: 757 **Ticket No.:** 498304

Sample Information

Sample Date: 05/20/21 **Sample Time:** 1600
Sampled By: Spencer Blair
Weather Conditions: Clear
Accumulative Yards: N/A **Batch Size (cy):** 9.5
Placement Method: Direct Discharge
Water Added Before (gal): 0
Water Added After (gal): 0
Sample Location: Light pole pier at 110+68 51.00 RT
Placement Location: Light pole piers at 110+68, 110+00, 310+45

Field Test Data

Test	Result	Specification
Slump (in):	7	
Air Content (%):	2.7	
Concrete Temp. (F):	85	
Ambient Temp. (F):	82	
Plastic Unit Wt. (pcf):		
Yield (Cu. Yds.):		

Laboratory Test Data

Set No.	Specimen ID	Avg Diam. (in)	Area (sq in)	Date Received	Date Tested	Age at Test (days)	Maximum Load (lbs)	Compressive Strength (psi)	Fracture Type	Tested By
1	A	4.00	12.57	05/27/21	05/27/21	7 F	77,560	6,170	2	PMC
1	B	4.00	12.57	05/27/21	06/17/21	28 F	104,370	8,310	2	PMC
1	C	4.00	12.57	05/27/21	06/17/21	28 F	103,140	8,210	2	PMC
1	D	4.00	12.57	05/27/21	06/17/21	28 F	102,830	8,180	2	PMC
1	E	4.00	12.57	05/27/21	07/15/21	56 F	114,540	9,110	1	PMC

Initial Cure: Outside **Final Cure:** Water Storage Tank

Comments: **Not tested for plastic unit weight. F = Field Cured**
Note: Reported air content does not include Aggregate Correction Factor (ACF).

Samples Made By: Terracon
Services: Obtain samples of fresh concrete from the ready-mix truck (ASTM C172), perform required field test (ASTM C31) and cast compressive strength samples (ASTM C39).
Terracon Rep.: Spencer Blair
Reported To: HNTB Inspector
Contractor:
Report Distribution:
(1) QA Construction Services Inc, Ahmad Masoumi
(1) Terra Path Inc, Ryan Helms
(1) Terra Path Inc, Major Davenport

Test Methods: ASTM C 31, ASTM C39, ASTM C143, ASTM C172, ASTM C231, ASTM C1064

The tests were performed in general accordance with applicable ASTM, AASHTO, or DOT test methods. This report is exclusively for the use of the client indicated above and shall not be reproduced except in full without the written consent of our company. Test results transmitted herein are only applicable to the actual samples tested at the location(s) referenced and are not necessarily indicative of the properties of other apparently similar or identical materials.

HNTB

REQUEST FOR INFORMATION FORM

RFI NO.: 4 **DATE:** 12/18/20

PROJECT: R. Reagan @ Silver Spur & Sun City **RESPONSE REQUESTED BY DATE:** 1/4/21

TO: WSB: Dan Rogers, P.E,

REFERENCE: Plan Sheet 39 and attachments, concerning center median, exit side of Silver Spur

PROBLEM: Maintain profile of exit portion of Silver Spur, minimize construction

Refer to attached survey information of existing roadway. Plans show center median offset to match the edge of pavement of right turn lane. This creates a lot of work to modify profile of exit side of Silver Spur. Also need to maintain platform where traffic stops to enter Reagan Blvd. Let me know if you have any questions or need to discuss situation.

RECOMMENDED SOLUTION:

We would like to propose to move the center median radius forward to match the offset of the typical roadway widening north of Silver Spur. By moving the radius point, we would minimize the grade change of the exist side portion of Silver Spur. Our goal is to minimize the work so that it can be accomplished with daily short term single lane closures. Alternate route for full closures are long and inconvenient for traffic.

Clayton Weber
Originator

Lowell Choate, P.E.
Supervisor

RESPONSE:

Attached are the updated plan sheets, including an updated driveway detail sheet.

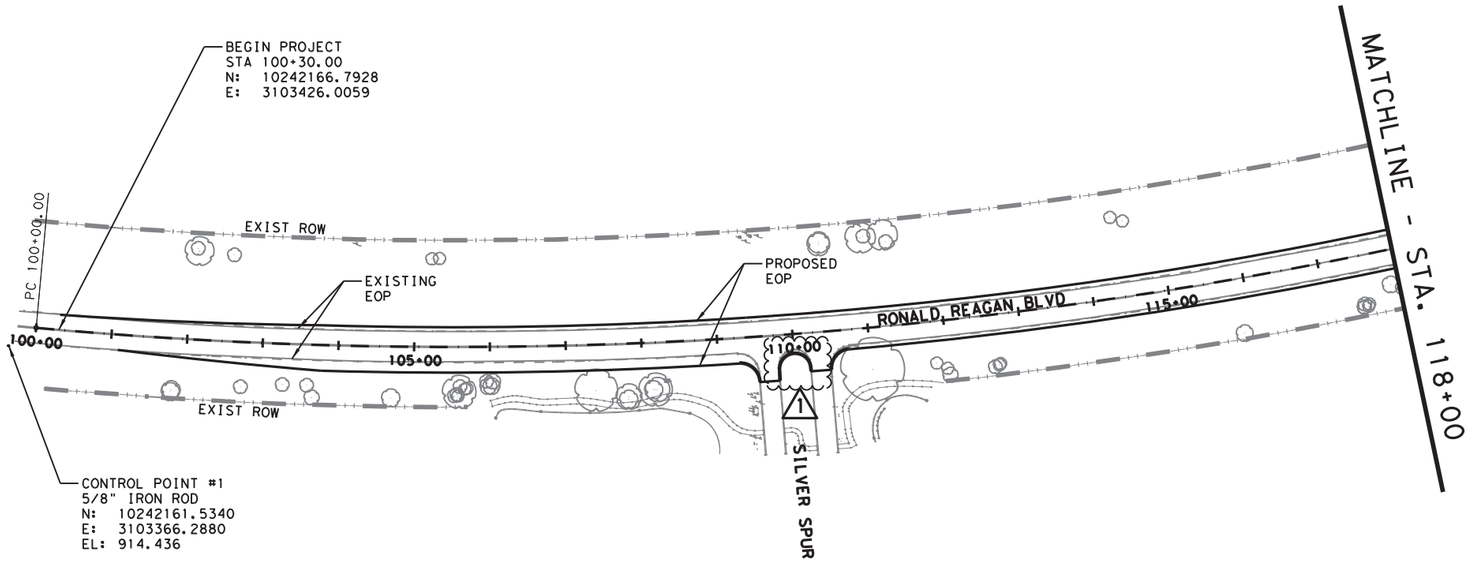
David G. Rogers
Responder

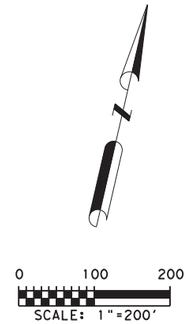
2/3/2021
Date

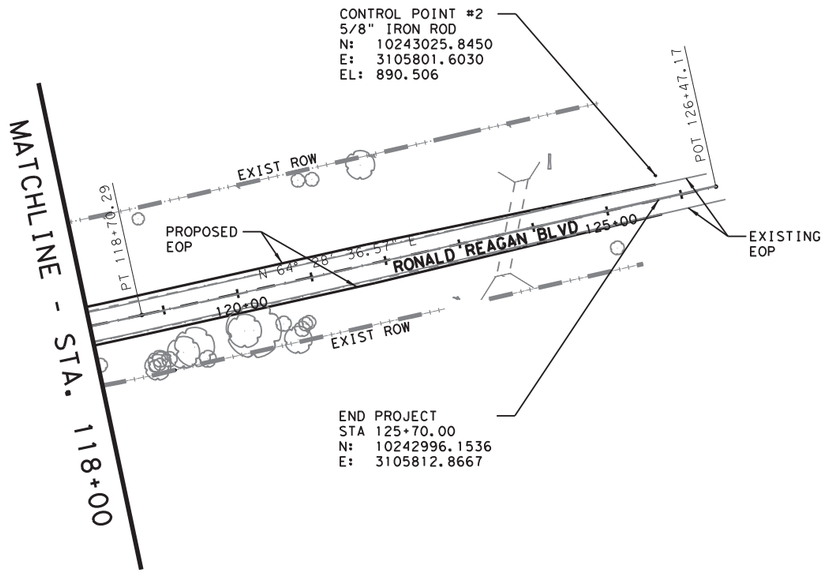
Sign, Date & Return to HNTB via e-mail or fax.

Mail original to: HNTB Corporation
101 E Old Settlers Blvd, Ste 100
Round Rock, Texas 78664

Attachments to RFI: Survey info from contractor
Cc:








```
<*       1    DESCRIBE CHAIN RRWA2

Chain RRWA2 contains:
 CUR RRWA21 RR02

Beginning chain RRWA2 description
================================================================================
                                        Curve Data
                                      *----------*
Curve RRWA21
P.I.   Station          =       109+42.79  N      10,242,288.4392  E      3,104,330.6557
Delta          =      17° 51' 35.86" (LT)
Degree         =       0° 57' 17.75"
Tangent        =           942.7917
Length         =         1,870.2908
Radius         =         6,000.0000
External       =            73.6197
Long Chord     =         1,862.7279
Mid. Ord.      =            72.7273
P.C.   Station          =       100+00.00  N      10,242,162.7180  E      3,103,396.2840
P.T.   Station          =       118+70.29  N      10,242,694.6656  E      3,105,181.4414
C.C.                                       N      10,248,109.1321  E      3,102,596.1846
Back           = N  82° 20' 12.43" E
Ahead          = N  64° 28' 36.57" E
Chord Bear     = N  73° 24' 24.50" E

Course from PT RRWA21 to RR02 N 64° 28' 36.57" E Dist 776.8809

Point RR02              N  10,243,029.4050 E    3,105,882.5073 Sta      126+47.17

================================================================================
Ending chain RRWA2 description
```

SURVEYOR'S NOTES:

1. ALL PROJECT COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD 83 (2011) / NAVD 88. ALL COORDINATES SHOWN HEREON ARE SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012.
   UNITS: U.S. SURVEY FEET

2. CONTROL WAS ESTABLISHED USING GPS OBSERVATIONS PROCESSED WITH THE RTKNET VRS NETWORK.

STATE OF TEXAS
DANIEL A. ROGERS
68794
LICENSED
PROFESSIONAL ENGINEER

2/3/2021

DATE	BY	REV	REVISION
2/1/21	DR	1	EXTEND MEDIAN NOSE

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY PRECINCT #3

wsb

WSB & ASSOCIATES, INC.
FIRM # 16849

RONALD REAGAN BLVD AT SILVER SPUR BLVD

PROJECT LAYOUT

DESIGN	BG	COUNTY	
CAD	MJ	WILLIAMSON	
QC	DR	SHEET	HIGHWAY NO.
QA	KW	5	RONALD REAGAN BLVD.

$PLTDRVS$
11:46:03 AM
2/3/2021
K:\016231-000\Cad\Plan\016231-000sp101.dgn

ROADWAY QUANTITIES SUMMARY

RDWY SHEET NO.	100	110	132	247	310	316	316	340	340	529	3076	6001
	6002	6001	6003	6044	6005	6193	6413	6011	6120	6038	6066	6001
	PREPARING ROW	EXCAVATION (RDWY)	EMBANKMENT (FINAL) (ORD COMP) (TY B)	FL BS (CMP IN PLACE) (TY A GR 4) (FNAL POS)	PRIME COAT (AE-P)	AGGR (TY-D GR-5 SAC-B)	ASPH (AC-15P, HFRS-2P or CRS-2P)	D-GR HMA(SQ) TY-B PG64-22	D-GR HMA(SQ) TY-D SAC-B PG70-22	CONC CURB (RIBBON)	TACK COAT	PORTABLE CHANGEABLE MESSAGE SIGN
	STA	CY	CY	CY	GAL	CY	GAL	TON	TON	LF	GAL	DAY
1 OF 3	10.7	3193	537	1520	576	23	864	794	788	178	876	
2 OF 3	10.0	2380	1253	1145	434	17	651	598	672		721	
3 OF 3	4.7	565	684	394	150	6	224	202	286		291	
SUN CITY									84		66	
TOTAL	25.4	6138	2474	3059	1160	46	1739	1594	1830	178	1954	60

REMOVAL SUMMARY

REMOVAL SHEET	103	104	354	677
	6001	9999	6021	6001
	DISPOSAL OF WATER WELLS	REMOVING CONC (RIBBON CURB)	PLANE ASPH CONC PAV(0" TO 2")	ELIM EXT PAV MRK & MRKS (4")
	EA	LF	SY	LF
SILVER SPUR	1	205		
SUN CITY			735	602
TOTAL	1	205	735	602

EROSION CONTROL QUANTITIES SUMMARY

EROSION CONTROL SHEET NO.	160	161	162	164	164	164	166	168	169	506	506	506	506	506	506
	WC02	WC001	WC103	WC04	WC05	WC10	6002	WC01	6001	6002	6011	6020	6024	6038	6039
	FURNISHING AND PLACING TOPSOIL (4")	EROSION CONTROL COMPOST (3")	MULCH TOPDRESSING (5")	SEEDING FOR EROSION CONTROL (TEMP) (COOL) (TY 4)	SEEDING FOR EROSION CONTROL (PERM) (WARM) (TY 5)	SEEDING FOR EROSION CONTROL (TEMP) (WARM) (TY 10)	FERTILIZER	VEGETATIVE WATERING	SOIL RETENTION BLANKETS (CL 1) (TY A)	ROCK FILTER DAMS (INSTALL) (TY 2)	ROCK FILTER DAMS (REMOVE)	CONSTRUCTION EXITS (INSTALL) (TY 1)	CONSTRUCTION EXITS (REMOVE)	TEMP SEDMT CONT FENCE (INSTALL)	TEMP SEDMT CONT FENCE (REMOVE)
	SY	SY	SY	SY	SY	SY	TON	MG	SY	LF	LF	SY	SY	LF	LF
1 OF 2	13363	3341	3341	6682	13363	6682	0.84	400.9	6132	60	60	78	78	300	300
2 OF 2	4162	1041	1041	2081	4162	2081	0.27	124.9	2353	167	167	78	78	40	40
TOTAL	17525	4382	4382	8763	17525	8763	1.11	525.8	8485	227	227	156	156	340	340

FLASHING BEACON QUANTITIES SUMMARY

FLASHING BEACON SHEET NO.	416	416	610	618	624	680	682	682	684	684	686	6064
	6029	6032	6215	6023	6001	WC01	6003	6005	6001	6010	6007	6080
	DRILL SHAFT (RDWY ILL POLE) (30 IN)	DRILL SHAFT (TRF SIG POLE) (36 IN)	IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	CONDT (PVC) (SCH 40) (2")	GROUND BOX TY A (122311)	INSTALL HWY TRF SIG (FLASH BEACON) (SOLAR)	VEH SIG SEC (12") LED (YEL)	VEH SIG SEC (12") LED (RED)	TRF SIG CBL (TY A)(10 AWG)(2 CONDR)	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	INS TRF SIG PL AM (S)STR(TY B)	ITS POLE MNT CAB (TY 2)(CONF 1)
	LF	LF	EA	LF	EA	EA	EA	EA	LF	LF	EA	EA
SILVER SPUR	8	28	1	10	1	1	4	2	20	110	2	1
SUN CITY		28				1	4	2	20	130	2	1
TOTAL	8	56	1	10	1	2	8	4	40	240	4	2

SIGNING & PAVEMENT MARKINGS SUMMARY

SIGNING & PAVEMENT MARKINGS SHEET NO.	644	644	644	666	666	666	666	666	666	666	672	672
	6060	6068	6071	6303	6030	6036	6054	6078	6315	6141	6007	6009
	INS SM RD SN SUP & AM TYTWT(1) WS(P)	RELOCATE SM RD SN SUP & AM TY 10BWG	RELOCATE SM RD SN SUP & AM TY TWT	RE PM W/RET REQ TY I (W) 4" (SLD) (100 MIL)	REFL PAV MRK TY I (W) 8" (DOT) (100 MIL)	REFL PAV MRK TY I (W) 8" (SLD) (100 MIL)	REFL PAV MRK TY I (W) (ARROW) (100 MIL)	REFL PAV MRK TY I (W) (WORD) (100 MIL)	RE PM W/RET REQ TY I (Y) 4" (SLD) (100 MIL)	REFL PAV MRK TY I (Y) 12" (SLD) (100 MIL)	REFL PAV MRKR TY I-C	REFL PAV MRKR TY II-A-A
	EA	EA	EA	LF	LF	LF	EA	EA	LF	LF	EA	EA
1 OF 3	1	1	1	4010	218	1704	4	4	3880		85	194
2 OF 3				940	20				1720	62		86
3 OF 3	2			547	75	321			1564		13	80
TOTAL	3	1	1	5497	313	2025	4	4	7164	62	98	360

SIGNING & PAVEMENT MARKINGS SHEET NO.	666	666	666	666	666	666	666
	6170	6176	6178	6184	6192	6207	6212
	REFL PAV MRK TY II (W) 4" (SLD)	REFL PAV MRK TY II (W) 8" (DOT)	REFL PAV MRK TY II (W) 8" (SLD)	REFL PAV MRK TY II (W) (ARROW)	REFL PAV MRK TY II (W) (WORD)	REFL PAV MRK TY II (Y) 4" (SLD)	REFL PAV MRK TY II (Y) 12" (SLD)
	LF	LF	LF	EA	EA	LF	LF
1 OF 3	4010	218	1704	4	4	3880	
2 OF 3	940	20				1720	62
3 OF 3	547	75	321			1564	
TOTAL	5497	313	2025	4	4	7164	62

DATE	BY	REV	REVISION
9-30-20	DR	1	ADJUST DITCHES
10-5-20	JT	2	ILLUMINATION BID NO. & SOLAR
10-27-20	DR	3	ADD ITEM 103, DISPOSAL OF WELL
2/1/21	DR	4	EXTEND MEDIAN NOSE

WILLIAMSON COUNTY PRECINCT #3

WSB & ASSOCIATES, INC.
FIRM # 16849

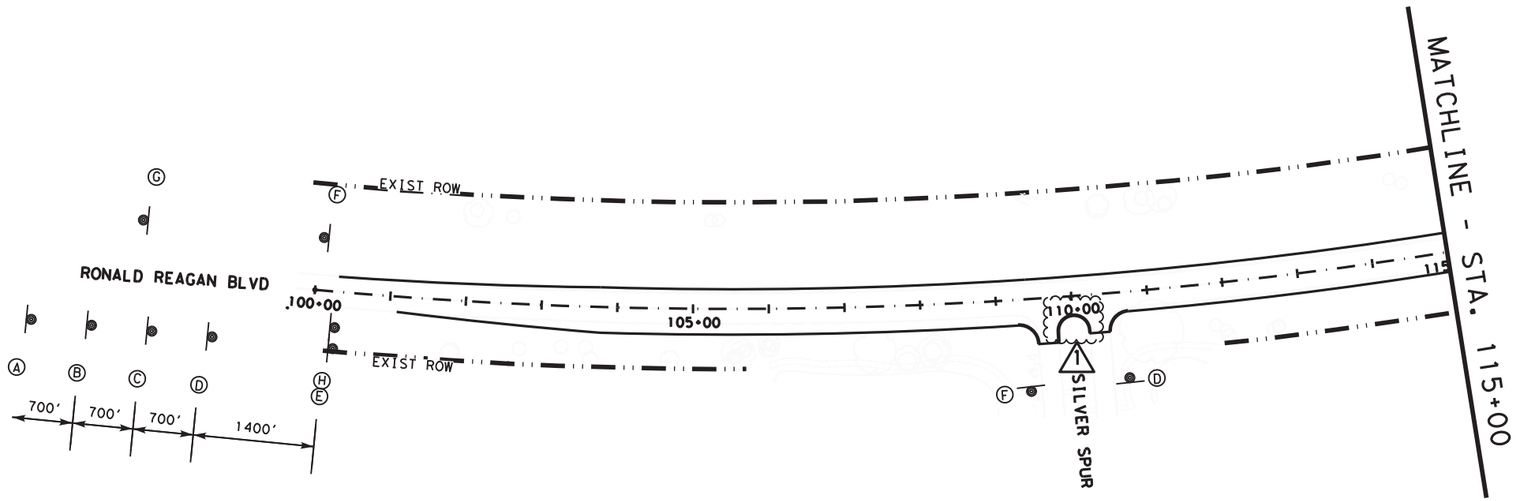
RONALD REAGAN BLVD AT SILVER SPUR BLVD AND SUN CITY BLVD

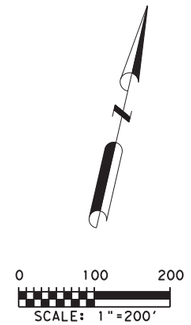
SUMMARY OF QUANTITIES

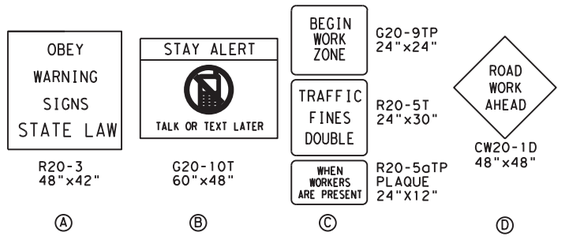
SHEET 1 OF 1

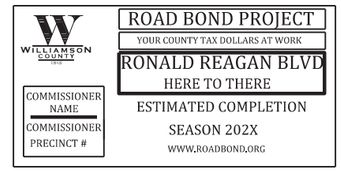
DESIGN	BG	COUNTY	
CAD	MJ	WILLIAMSON	
QC	DR	SHEET	HIGHWAY NO.
QA	KW	9	RONALD REAGAN BLVD.

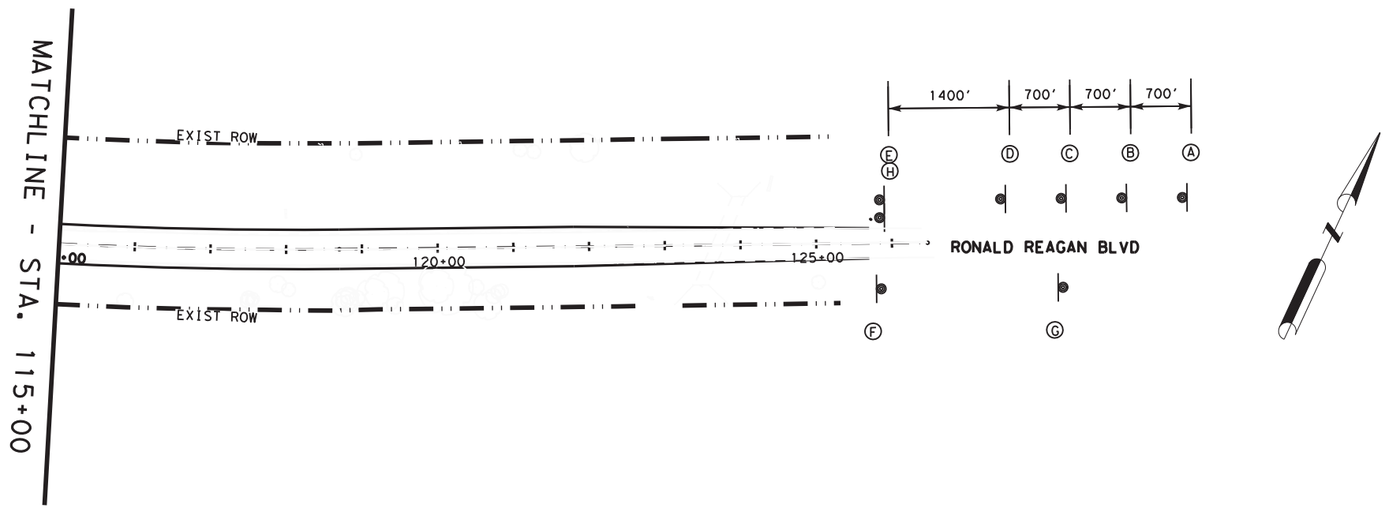
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2/3/2021

DATE	BY	REV	REVISION
2/1/21	DR	1	EXTEND MEDIAN NOSE

WILLIAMSON COUNTY PRECINCT #3

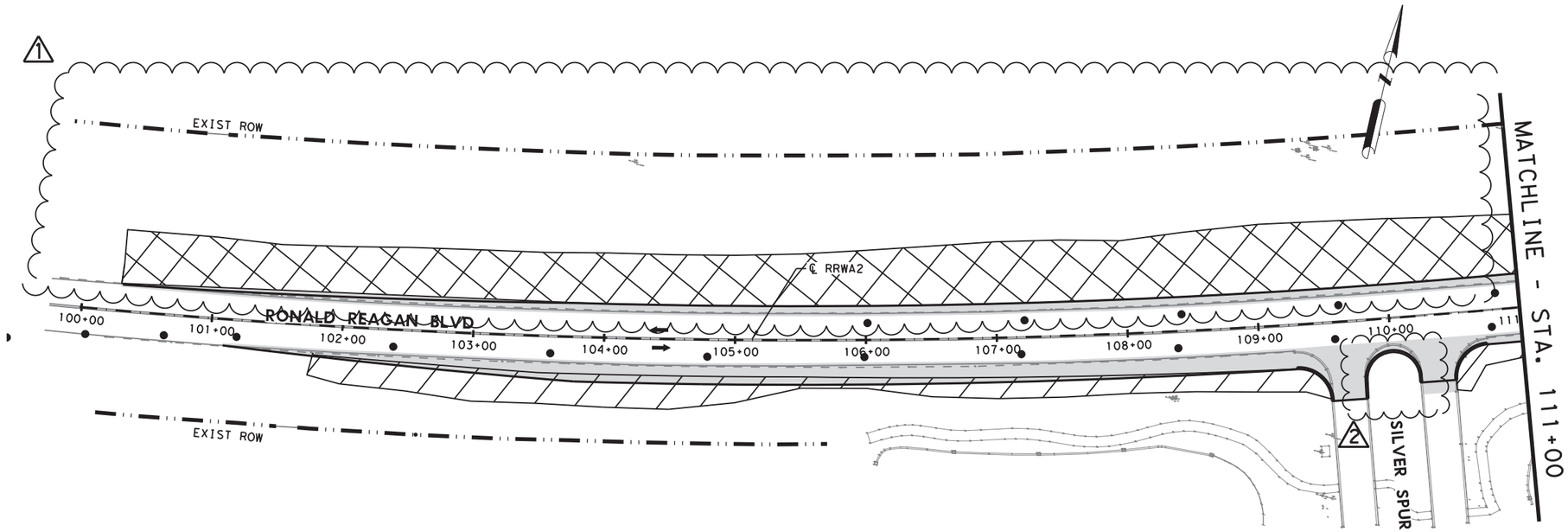
WSB & ASSOCIATES, INC.
FIRM # 16849

RONALD REAGAN BLVD AT SILVER SPUR BLVD

ADVANCED WARNING SIGNS

DESIGN	BG	COUNTY	
CAD	MJ	WILLIAMSON	
QC	DR	SHEET	HIGHWAY NO.
QA	KW	12	RONALD REAGAN BLVD.

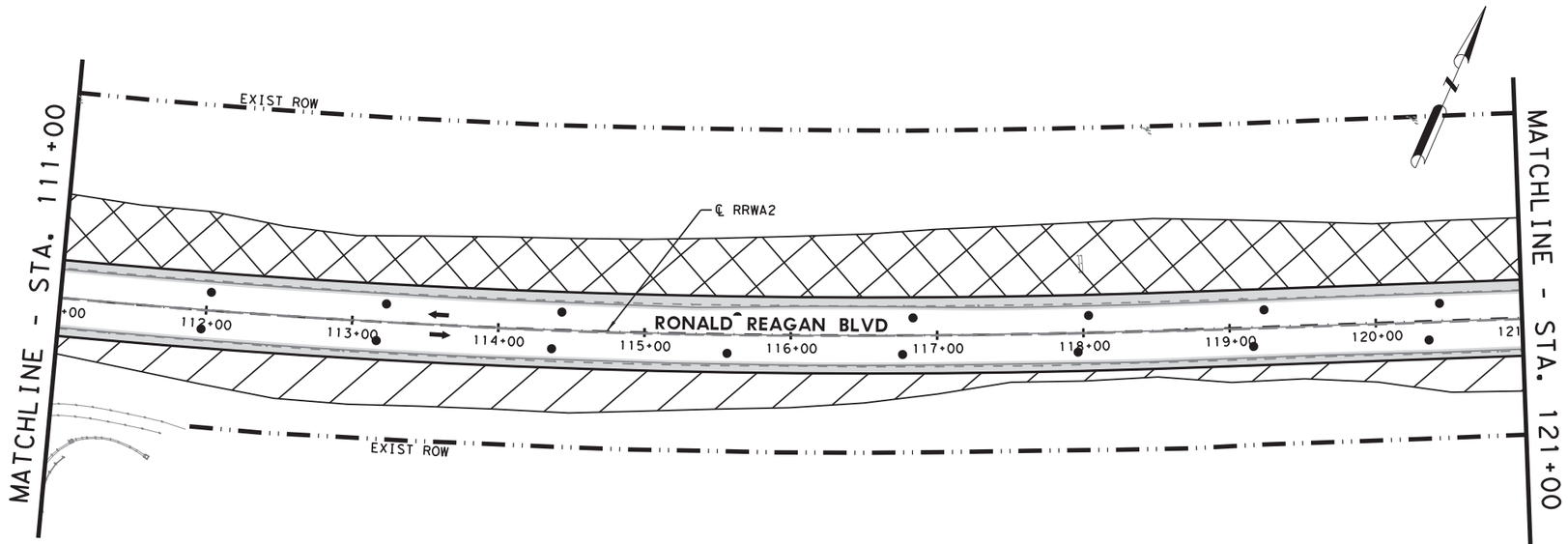
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LEGEND

- CHANNELIZING DEVICE
- CONSTRUCTION SIGN
- BARRICADE TYPE III
- DIRECTION OF TRAFFIC
- PHASE 1 WORKZONE
- PHASE 2 WORKZONE
- PROPOSED PAVEMENT





2/3/2021

DATE	BY	REV	REVISION
9/30/20	DR	1	ADJUST DITCHES
2/1/21	DR	2	EXTEND MEDIAN NOSE

WILLIAMSON COUNTY PRECINCT #3

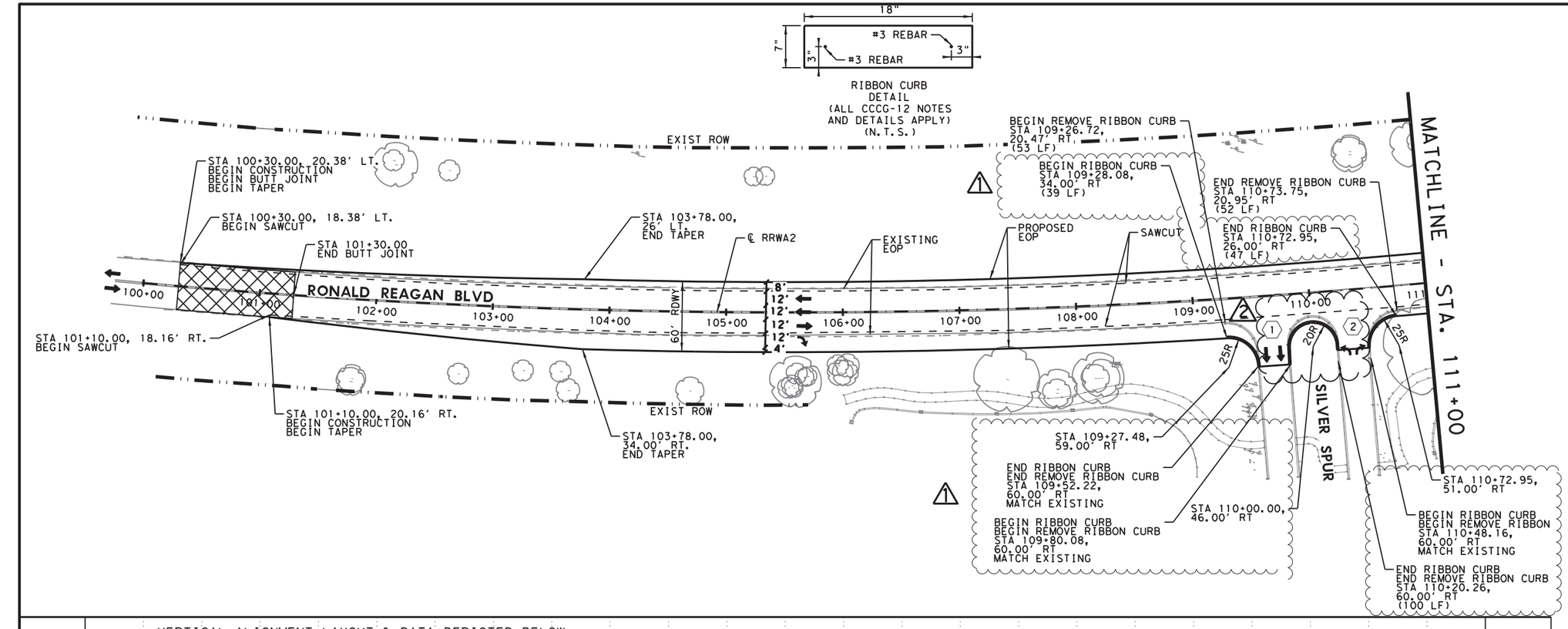
WSB & ASSOCIATES, INC.
FIRM # 16849

RONALD REAGAN BLVD AT SILVER SPUR BLVD TRAFFIC CONTROL PLAN STA 100+50-STA 121+00

SHEET 1 OF 2

DESIGN	BG	COUNTY	
CAD	MJ	WILLIAMSON	
QC	DR	SHEET	HIGHWAY NO.
QA	KW	14	RONALD REAGAN BLVD.

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2/3/2021
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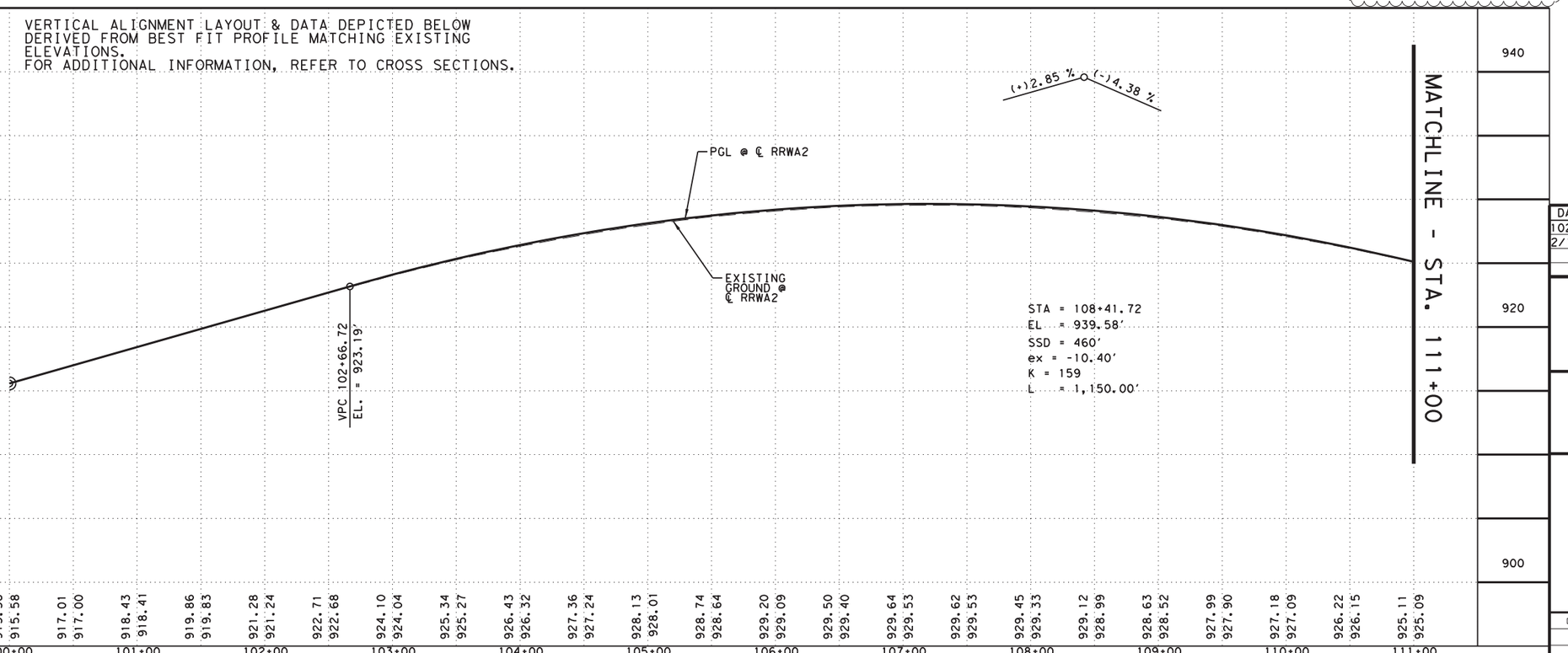


NOTES:

1. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED ON PLANS.
2. SEE DRIVEWAY DETAILS FOR MORE INFORMATION.

LEGEND:

- OE — OVERHEAD TELEPHONE
- OT — OVERHEAD ELECTRIC
- WIRE FENCE
- DIRECTION OF TRAFFIC
- (#) DRIVEWAY NUMBER



STATE OF TEXAS
DANIEL A. ROGERS
88794
LICENSED
PROFESSIONAL ENGINEER

Daniel A. Rogers

2/3/2021

DATE	BY	REV	REVISION
102720	DR	1	DRIVEWAY ADJUSTMENT
2/1/21	DR	2	EXTEND MEDIAN NOSE

WILLIAMSON COUNTY
1848

WILLIAMSON
COUNTY
PRECINCT
#3

wsb

WSB & ASSOCIATES, INC.
FIRM # 16849

RONALD REAGAN BLVD
AT SILVER SPUR BLVD
PLAN AND PROFILE
STA 100+30.00 TO
STA 111+00.00

SHEET 1 OF 3

DESIGN	BG	COUNTY	
CAD	MJ	WILLIAMSON	
QC	DR	SHEET	HIGHWAY NO.
QA	KW	39	RONALD REAGAN BLVD.

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2/3/2021
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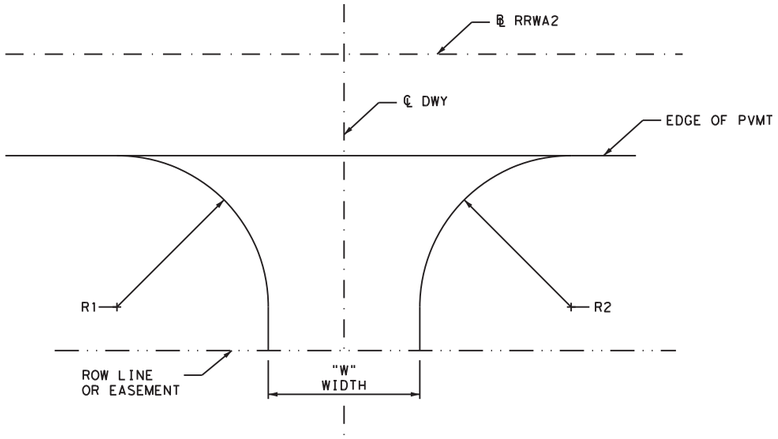
SUMMARY OF DRIVEWAY DETAILS

P&P SHEET NO.	DRIVEWAY ID	CL STATION	RT/LT	R1 (FT)	STA	OFF	R2 (FT)	STA	OFF	W (FT)	L (FT)	RDWY GRADE (%)	EOP ELEV (FT)	L1 (FT)	EL1 (FT)	GRADE1 (%)	L2 (FT)	EL2 (FT)	GRADE2 (%)	L3 (FT)	ELEV 3 (FT)	GRADE3 (%)	APSH DWY (SY)*	CONC DWY (SY)
1	DWY 1	109+65.55	RT	25	109+27.48	59	20	110+00.00	60	25.11	30.0	1.4	928.09	30.0	927.90	-0.6							119	
	DWY 2	112+45.26	RT	20	110+00.00	46	25	110+72.95	51	25.17	26.4	2.5	927.07	26.5	928.11	3.9							102	

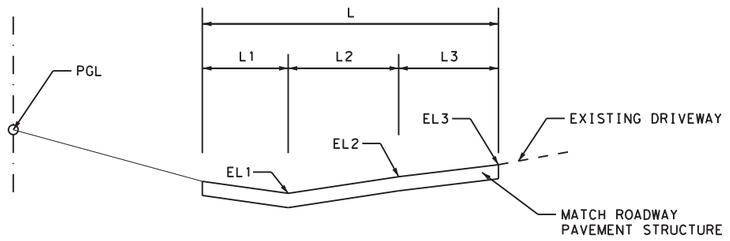
NOTE: DRIVEWAY IS PAID UNDER ROADWAY ITEMS.

* FOR CONTRACTOR'S INFORMATION ONLY

1



TYPICAL ASPHALT DRIVEWAY PLAN



TYPICAL ASPHALT DRIVEWAY PROFILE

STATE OF TEXAS
DANIEL A. ROGERS
88794
LICENSED
PROFESSIONAL ENGINEER

2/3/2021

DATE	BY	REV	REVISION
2/1/21	DR	1	EXTEND MEDIAN NOSE

WILLIAMSON COUNTY
1848

WILLIAMSON
COUNTY
PRECINCT
#3

wsb

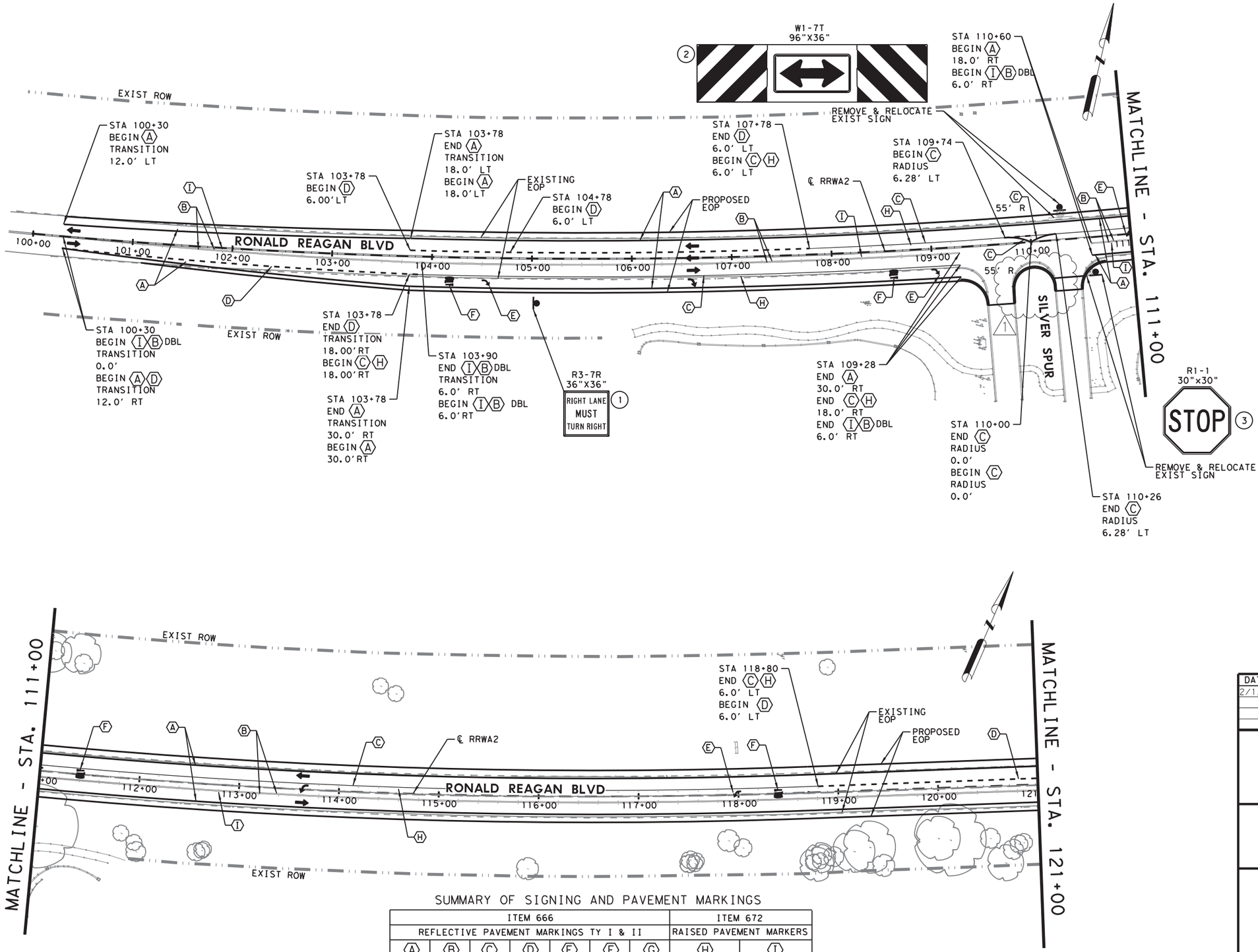
RONALD REAGAN BLVD AT SILVER SPUR BLVD

DRIVEWAY DETAILS

SHEET 1 OF 1

DESIGN	BG	COUNTY	
CAD	MJ	WILLIAMSON	
QC	DR	SHEET	HIGHWAY NO.
QA	KW	41a	RONALD REAGAN BLVD.

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2/3/2021
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NOTES:

1. THE LOCATION OF PROPOSED SIGNS, RELOCATED SIGNS, PAVEMENT MARKINGS, DELINEATORS, AND OBJECT MARKERS SHALL BE IN ACCORDANCE WITH THE STANDARD DETAILS INCLUDED IN THESE PLANS AND THE TMUTCD.

LEGEND

- PROPOSED SIGN ASSEMBLY
- EXISTING SIGN ASSEMBLY

SUMMARY OF SIGNING AND PAVEMENT MARKINGS

ITEM 666							ITEM 672	
REFLECTIVE PAVEMENT MARKINGS TY I & II							RAISED PAVEMENT MARKERS	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
4" WHITE SLD	4" YELLOW SLD	8" WHITE SLD	8" WHITE DOT	ARROW WHITE	WORD WHITE	12" YELLOW SLD	CL B REFL TY I-C	CL B REFL TY II-A-A
LF	LF	LF	LF	EA	EA	LF	EA	EA
4010	3880	1704	218	4	4	-	85	194

STATE OF TEXAS
DANIEL A. ROGERS
68794
LICENSED
PROFESSIONAL ENGINEER

2/3/2021

DATE	BY	REV	REVISION
2/1/21	DR	1	EXTEND MEDIAN NOSE

WILLIAMSON COUNTY PRECINCT #3

WSB & ASSOCIATES, INC.
FIRM # 16849

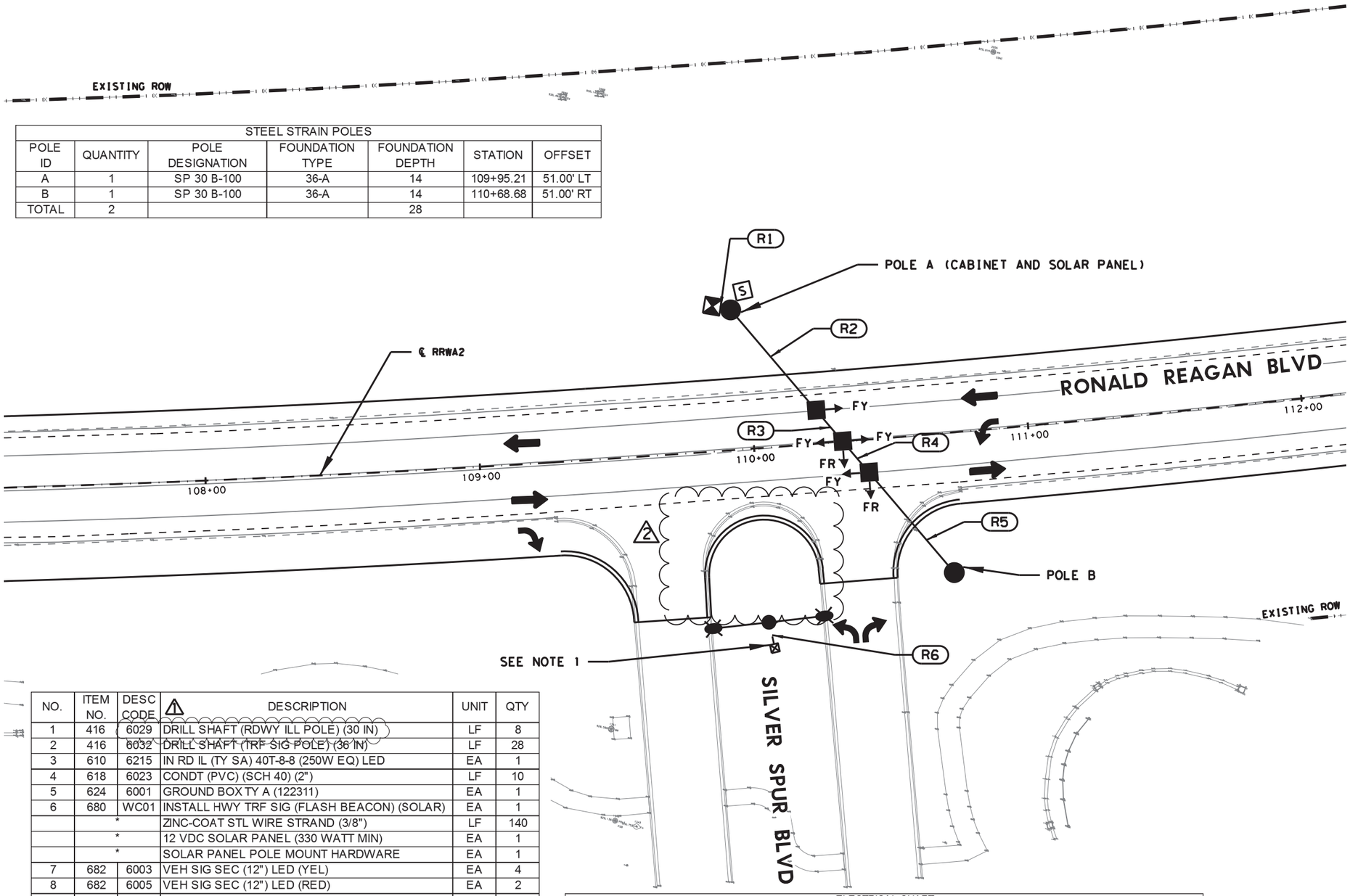
RONALD REAGAN BLVD AT SILVER SPUR BLVD SIGNING AND PAVEMENT MARKERS STA 100+30.56-STA 121+00

SHEET 1 OF 2

DESIGN	BG	COUNTY	
CAD	MJ	WILLIAMSON	
QC	DR	SHEET	HIGHWAY NO.
QA	KW	50	RONALD REAGAN BLVD.

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2/3/2021
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STEEL STRAIN POLES						
POLE ID	QUANTITY	POLE DESIGNATION	FOUNDATION TYPE	FOUNDATION DEPTH	STATION	OFFSET
A	1	SP 30 B-100	36-A	14	109+95.21	51.00' LT
B	1	SP 30 B-100	36-A	14	110+68.68	51.00' RT
TOTAL	2			28		



NO.	ITEM NO.	DESC CODE	⚠ DESCRIPTION	UNIT	QTY
1	416	6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	8
2	416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	28
3	610	6215	IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	EA	1
4	618	6023	CONDT (PVC) (SCH 40) (2")	LF	10
5	624	6001	GROUND BOX TY A (122311)	EA	1
6	680	WC01	INSTALL HWY TRF SIG (FLASH BEACON) (SOLAR)	EA	1
	*		ZINC-COAT STL WIRE STRAND (3/8")	LF	140
	*		12 VDC SOLAR PANEL (330 WATT MIN)	EA	1
	*		SOLAR PANEL POLE MOUNT HARDWARE	EA	1
7	682	6003	VEH SIG SEC (12") LED (YEL)	EA	4
8	682	6005	VEH SIG SEC (12") LED (RED)	EA	2
9	684	6001	TRF SIG CBL (TY A)(10 AWG)(2 CONDR)	LF	20
10	684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	110
11	686	6007	INS TRF SIG PL AM (S)STR(TY B)	EA	2
12	6064	6080	ITS POLE MNT CAB (TY 2)(CONF 1)	EA	1
	**		12 VDC FLASHER CONTROLLER	EA	1
	**		CHARGE CONTROLLER	EA	1
	**		12 V BATTERIES (92 AMP MINIMUM HOUR)	EA	2
	**		12 VDC TO 120 VAC CONVERTER	EA	1

* ITEM SUBSIDIARY TO BID ITEM 680

** ITEM SUBSIDIARY TO BID ITEM 6064

ELECTRICAL CHART									
ITEM	TOTAL QTY.	RUN NUMBER	R1	R2	R3	R4	R5	R6
WIRE SIZE TYPE		RUN LENGTH (FT.)	30	50	15	15	50	10
	110	TRF SIG CBL (TY A) (12 AWG) (5 CNDR)	1	1	1	1		
	20	TRF SIG CBL (TY A) (10 AWG) (2 CNDR)	1					
CONDUIT	10	2" PVC						1

NOTES:

1. CONTRACTOR TO BRING POWER TO THE GROUND BOX FROM THE EXISTING LIGHTING SYSTEM NEAR SILVER SPUR BLVD AND SARATOGA LN INTERSECTION.

0 20 40

SCALE: 1"=40'

LEGEND

- PROPOSED STRAIN POLE
- PROPOSED 12" VERTICAL SPAN WIRE MOUNTED FLASHING BEACON HEADS (SOLAR)
- PROPOSED SIGNAL CABINET
- S PROPOSED SOLAR PANEL
- FR PROPOSED FLASHING RED SIGNAL HEAD
- FY PROPOSED FLASHING YELLOW SIGNAL HEAD
- R# PROPOSED RUN NO.
- PROPOSED LUMINAIRE
- PROPOSED CONDUIT
- PROPOSED GROUND BOX

STATE OF TEXAS
JIGNESH P. THAKKAR
101295
LICENSED PROFESSIONAL ENGINEER
2/3/2021

DATE	BY	REV	REVISION
10-5-20	JT	1	ILLUMINATION BID NO.
2/1/21	DR	2	EXTEND MEDIAN NOSE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY PRECINCT #3

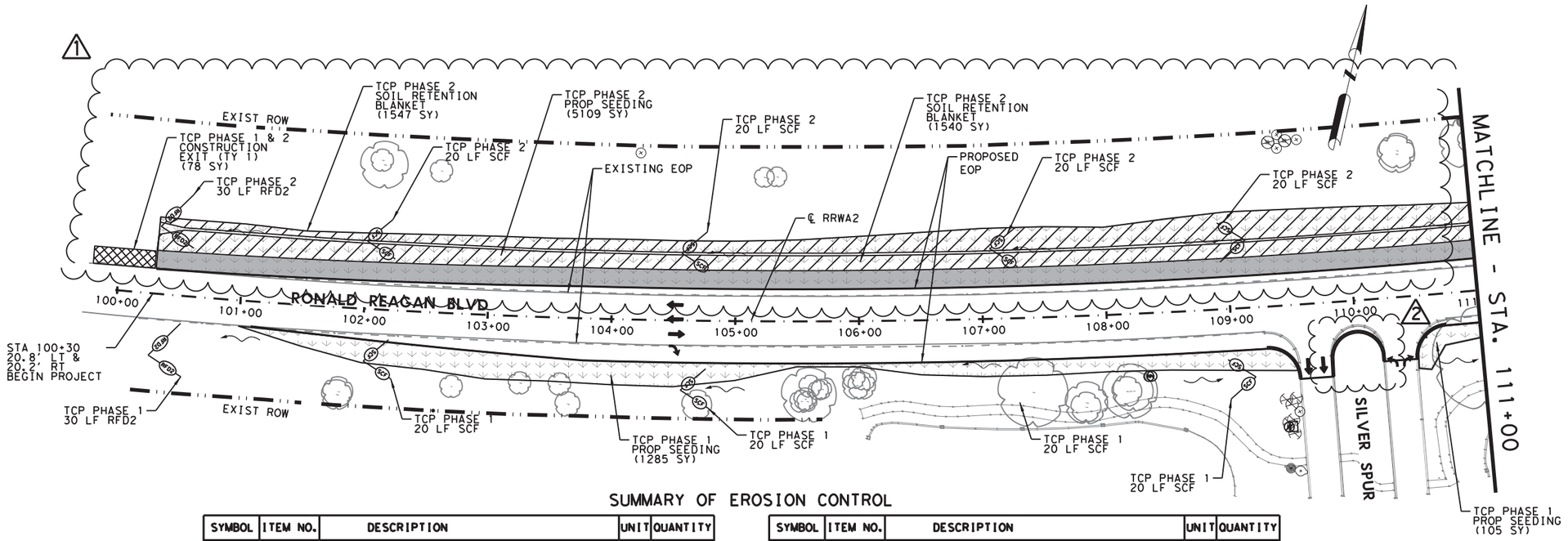
wsb

WSB & ASSOCIATES, INC.
FIRM # 16849

RONALD REAGAN BLVD AT SILVER SPUR BLVD PROPOSED FLASHING BEACON SIGNAL LAYOUT

DESIGN	BC	COUNTY	
CAD	MJ	WILLIAMSON	
QC	DR	SHEET	HIGHWAY NO.
QA	KW	53	RONALD REAGAN BLVD.

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2/3/2021
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0 50 100
SCALE: 1"=100'

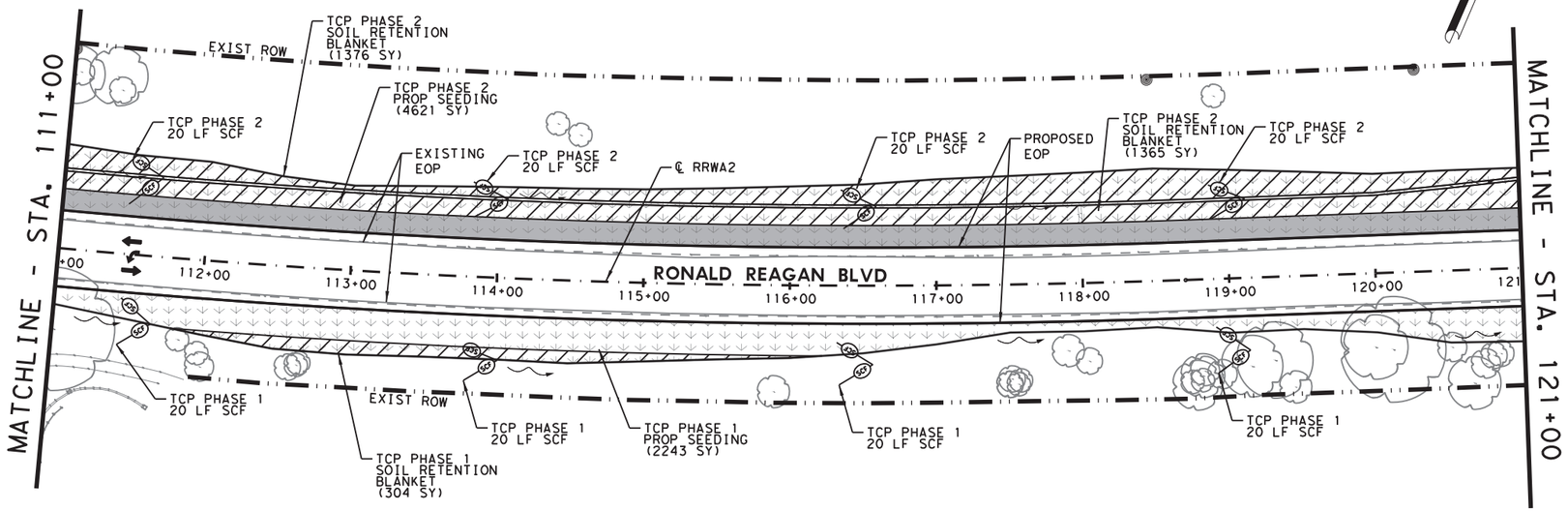
LEGEND

- TOPSOIL AND SEEDING
- SOIL RETENTION BLANKETS (CL1) (TY A)
- VEGETATIVE FILTER STRIP
- CONSTRUCTION EXIT (TY 1)
- FLOW DIRECTION

SUMMARY OF EROSION CONTROL

SYMBOL	ITEM NO.	DESCRIPTION	UNIT	QUANTITY
	160	FURN AND PLAC TPSL (4")	SY	13363
	160	EROSION CONTROL COMPOST (3")	SY	3341
	160	MULCH TOPDRESSING (5")	SY	3341
	164	SEEDING (TEMP) (COOL) (TY 4)	SY	6682
	164	SEEDING (PERM) (WARM) (TY 5)	SY	13363
	164	SEEDING (TEMP) (WARM) (TY 10)	SY	6682

SYMBOL	ITEM NO.	DESCRIPTION	UNIT	QUANTITY
	166	FERTILIZER	TON	0.84
	168	VEGETATIVE WATERING	MG	400.9
	168	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	6132
RFD2	506	ROCK FILTER DAM (TY 2)	LF	60
SCF	506	TEMP SEDIMENT CONTROL FENCE	LF	300
	506	CONSTRUCTION EXIT (TY 1)	SY	78



NOTES:

1. LOCATION OF TEMPORARY SEEDING WILL BE DETERMINED AS DIRECTED BY THE ENGINEER.
2. LOCATION OF CONSTRUCTION EXITS TO BE VERIFIED BY ENGINEER IN THE FIELD.

STATE OF TEXAS
DANIEL A. ROGERS
88794
LICENSED
PROFESSIONAL ENGINEER

Daniel A. Rogers

2/3/2021

DATE	BY	REV	REVISION
9/30/20	DR	1	ADJUST DITCHES
2/1/21	DR	2	EXTEND MEDIAN NOSE

WILLIAMSON COUNTY PRECINCT #3

WSB & ASSOCIATES, INC.
FIRM # 16849

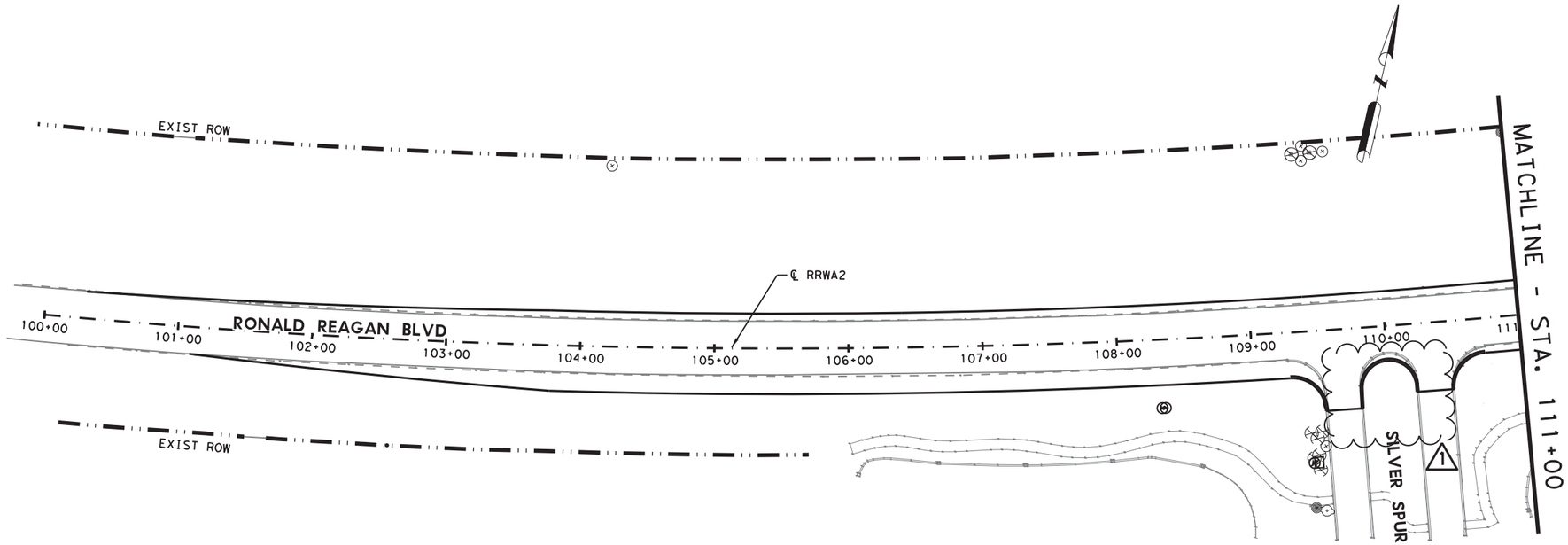
RONALD REAGAN BLVD AT SILVER SPUR BLVD

EROSION CONTROL STA 100+30-STA 121+00

SHEET 1 OF 2

DESIGN	BG	COUNTY	
CAD	MJ	WILLIAMSON	
QC	DR	SHEET	HIGHWAY NO.
QA	KW	80	RONALD REAGAN BLVD.

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2/3/2021
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0 50 100
SCALE: 1"=100'

LEGEND

- OE — OVERHEAD ELECTRICAL
- OT — OVERHEAD TELEPHONE
- FIREHYDRANT
- WATER METER
- WATER VALVE
- SANITARY MANHOLE
- ELECTRIC POLE
- GAS MARKER
- GAS VALVE

STATE OF TEXAS
DANIEL A. ROGERS
68794
LICENSED
PROFESSIONAL ENGINEER

2/3/2021

DATE	BY	REV	REVISION
2/1/21	DR	1	EXTEND MEDIAN NOSE

WILLIAMSON COUNTY
PRECINCT #3

WSB & ASSOCIATES, INC.
FIRM # 16849

RONALD REAGAN BLVD AT SILVER SPUR BLVD

EXISTING UTILITES STA 100+50-STA 121+00

SHEET 1 OF 2

DESIGN	BG	COUNTY	
CAD	MJ	WILLIAMSON	
QC	DR	SHEET	HIGHWAY NO.
QA	KW	85	RONALD REAGAN BLVD.

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2/3/2021
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Commissioners Court - Regular Session **42.**

Meeting Date: 11/09/2021

Public hearing

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 setting a time, date and place for a public hearing regarding the re-adoption of guidelines for Texas Tax Code Chapter 312 Tax Abatements.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 09:28 AM
Form Started By: Charlie Crossfield		Started On: 11/04/2021 09:21 AM
Final Approval Date: 11/04/2021		

Commissioners Court - Regular Session **43.**

Meeting Date: 11/09/2021

CR 129 Real Estate 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 Brent Aaron Cook a/k/a Brent Cook and Tiffany Thi Cook a/k/a Tiffany T. Dinh Cook for right of way needed on the CR 129 project (Parcel 12). Funding Source: Road Bonds P375

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:43 AM
Charlie Crossfield (Originator)	Charlie Crossfield	11/04/2021 08:55 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:58 AM
Form Started By: Charlie Crossfield		Started On: 11/04/2021 08:20 AM
Final Approval Date: 11/04/2021		

REAL ESTATE CONTRACT
County Road 129 Right of Way—Parcel 12

THIS REAL ESTATE CONTRACT ("Contract") is made by **BRENT AARON COOK a/k/a Brent Cook and TIFFANY THI COOK a/k/a Tiffany T. Dinh Cook** (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 0.0059 acre (257 square foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, 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 12**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of ONE HUNDRED SIXTEEN and 00/100 Dollars ($116.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before November 30, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", 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 "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 31, 2021 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed County Road 129 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature on following pages]

SELLER:

Brent Aaron Cook a/k/a
Brent Cook

Address: 18829 Hunting Tower Castle
Pflugerville, Texas 78660

Date: 10/28/2021

Tiffany Thi Cook a/k/a
Tiffany T. Dinh Cook

Date: 10/28/2021

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 129
Project Limits: From FM 1660 to Travis County Line

January 29, 2021

PROPERTY DESCRIPTION FOR PARCEL 12

DESCRIPTION OF a 257 square foot (0.0059 of one acre) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, in Williamson County, Texas, and being a portion of that tract described as 58.638 acres conveyed to Ruth Farrell, Trustee of Ruth Elaine Farrell Living Trust by General Warranty Deed dated April 6, 2018, as recorded in Document No. 2018029026, Official Public Records Williamson County, Texas (O.P.R.W.C.T); said 257 square foot (0.0059 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the southwest corner of said 58.638 acre tract, being at the northwest corner of Tract 8, The Heights at Brushy Creek, a subdivision of record in Document No. 2016121770, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said Tract 8 conveyed to John A. Williams and Trissa C. Williams by Warranty Deed with Vendor's Lien dated March 15, 2017, as recorded in Document No. 2017023470, O.P.R.W.C.T.;

THENCE S 82°27'16" E, along the south line of said 58.638 acre tract, passing at a distance of 564.84 feet, along the north line of said Tract 8, a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the northeast corner of said Tract 8, being at the northwest corner of Tract 4, in said The Heights at Brushy Creek subdivision, said Tract 4 conveyed to Sofia Nader, Adam Guadian and spouse, Nader Guadian by Warranty Deed with Vendor's Lien dated December 4, 2019, as recorded in Document No. 2019117011, continuing an additional distance of 657.79 feet along the north line of said Tract 4, for a total distance of 1,222.63 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of County Road 129 (CR 129), for the **POINT OF BEGINNING**, being 43.00 feet left of Engineer's Baseline Station 37+78.48 and having Surface Coordinates of North=10,152,847.92, East=3,189,275.85;

1) **THENCE, N 08°05'28" E**, along the proposed west right-of-way line of CR 129, crossing said 58.638 acre tract, a distance of **21.52 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 43.00 feet left of Engineer's Baseline Station 38+00.00;

2) **THENCE, S 81°54'32" E**, continuing along the proposed west right-of-way line of CR 129, crossing said 58.638 acre tract, a distance of **11.89 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the east line of said 58.638 acre tract, being in the existing west right-of-way line of CR 129 (varying width), and being 31.11 feet left of Engineer's Baseline Station 38+00.00, from which a 1/2-inch iron with "Forest RPLS 1847" cap found bears N 07°34'12" E, a distance of 984.33 feet;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 12

3) **THENCE, S 07°34'12" W**, along the east line of said 58.638 acre tract and the existing west right-of-way line of CR 129, a distance of **21.40 feet** to a 1/2-inch iron rod with "J.E. Garon RPLS 4303" cap found at the southeast corner of said 58.638 acre Tract, being at the northeast corner of said Tract 4, from which a 1/2-inch iron rod with "Forest RPLS 1847" cap found bears S 07°35'07" W, a distance of 169.46 feet;

4) **THENCE, N 82°27'16" W**, along the south line of said 58.638 acre tract and the north line of said Tract 4, a distance of **12.08 feet** to the **POINT OF BEGINNING** and containing 257 square feet (0.0059 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 surface adjustment factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

January 29, 2021

PROPERTY DESCRIPTION FOR PARCEL 12

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 29th day of January, 2021 A.D.

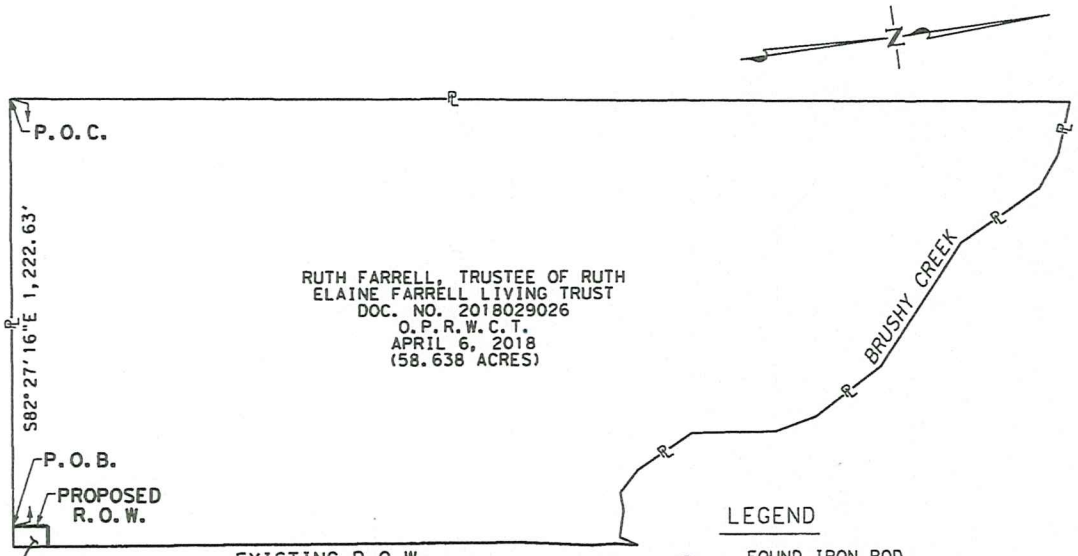
SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130



DICY HOPKINS SURVEY, ABSTRACT NO. 300

PROPERTY INSET
NOT TO SCALE

LEGEND

●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
▲	FOUND NAIL (60-D UNLESS NOTED)
○	1/2" IRON ROD W/ "MCGRAY MCGRAY" CAP SET (UNLESS NOTED)
△	CALCULATED POINT, NOT SET
(XXX)	RECORD INFORMATION
	DEED LINE (OWNERSHIP IN COMMON)
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—S—	APPROXIMATE SURVEY LINE
	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
P.U.E.	PUBLIC UTILITY EASEMENT
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (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 SURFACE ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY XXXXX XXXXXXXXX XXXXXXXX XXXXXXX IN XXXXX 2020.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH DECEMBER 2020.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN JUNE 2020 AND DECEMBER 2020.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. XXXXXXX-XXX ISSUED BY XXXXX XXXXXXXXX XXXXXXXX XXXXXXX, EFFECTIVE DATE XXX XX, 2020, ISSUED DATE XXX XX, 2020.

1. RESTRICTIVE COVENANTS: DOCUMENT NO. XXXXXXXX, SUBJECT TO:

   1A. XXXXX XXXXX X XXXXX XXXXXXX XXXXXXXX XXXXXXX XXXXXXXX XX XXXXXXX XX XXX. XXX, XX. XXX, XXXX XXXXXXX, XXXXXXXXXX XXXXXX, XXXXX, XXXXXXX XX XXXXX.

REVISIONS

RECORD	ACQUISITION	REMAINING LT
58.638 AC. (2,554,271 SQ.FT.)	0.0059 AC. (257 SQ.FT.)	58.632 AC. (2,554,014 SQ.FT.)

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

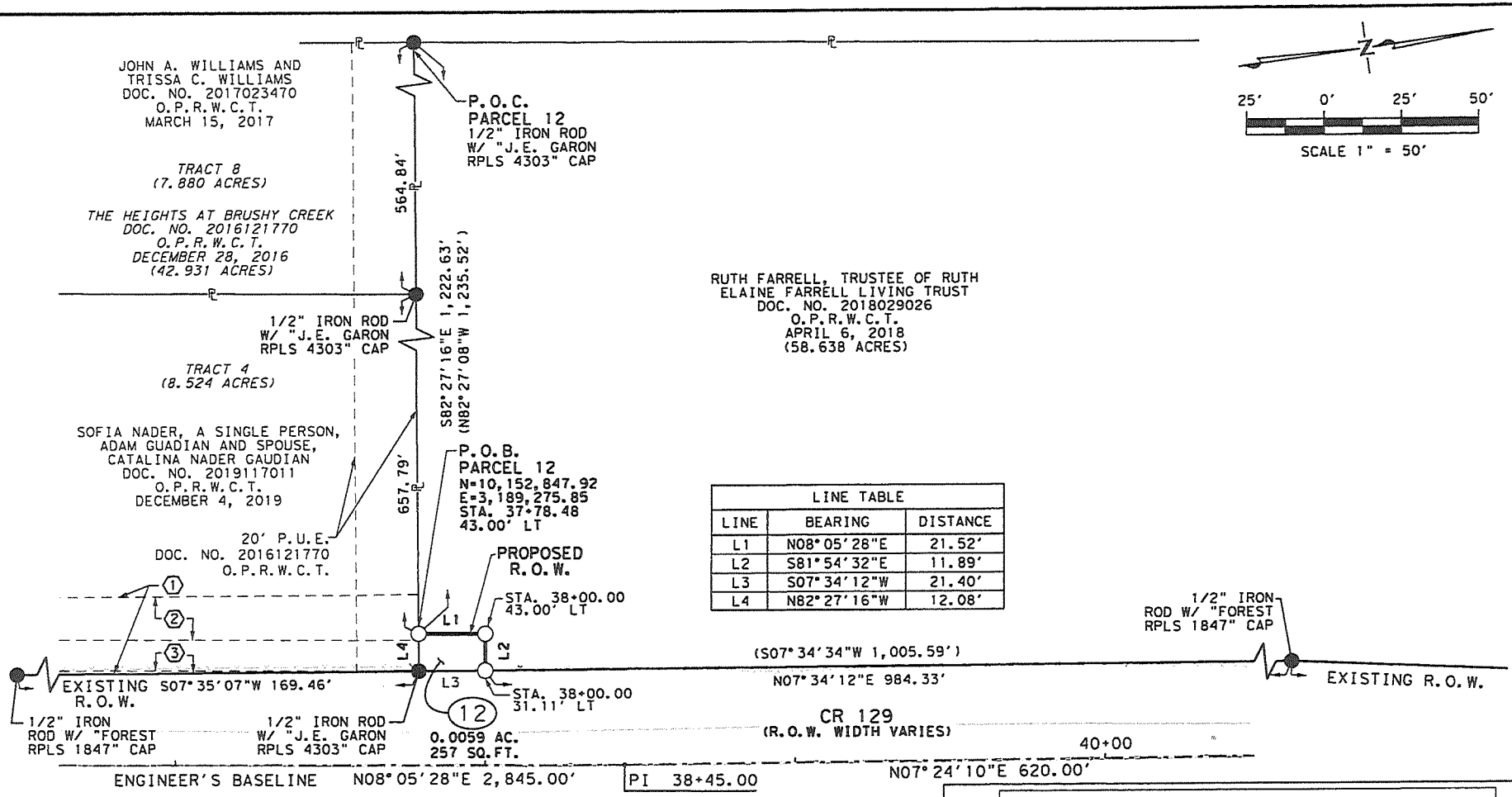
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

01/29/2021
DATE

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 12 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: JANUARY 2021 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N08°05'28"E	21.52'
L2	S81°54'32"E	11.89'
L3	S07°34'12"W	21.40'
L4	N82°27'16"W	12.08'

DICY HOPKINS SURVEY, ABSTRACT NO. 300

EASEMENT CHART			
ID	EASEMENT	FILE NUMBER	EXECUTED DATE
1	25' BUILDING SETBACK	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
2	10' PUBLIC UTILITY EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016
3	ROAD WIDENING EASEMENT	DOC. NO. 2016121770 O.P.R.W.C.T.	DECEMBER 28, 2016

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 12

CR 129
FM 1660 TO THE TRAVIS COUNTY LINE
WILLIAMSON COUNTY, TEXAS

DATE: JANUARY 2021 | SCALE: 1"= 50'

EXHIBIT "B"

Parcel 1

DEED
County Road 129 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **BRENT AARON COOK a/k/a Brent Cook and TIFFANY THI COOK a/k/a Tiffany T. Dinh Cook**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 0.0059 acre (257 foot) parcel of land out of the Dicy Hopkins Survey, Abstract No. 300, 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 12**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 129.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature on following page]

GRANTOR:

_____
Brent Aaron Cook a/k/a
Brent Cook

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Brent Aaron Cook a/k/a Brent Cook in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Tiffany Thi Cook a/k/a
Tiffany T. Dinh Cook

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Tiffany Thi Cook a/k/a Tiffany Dinh Cook, 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 **44.**

Meeting Date: 11/09/2021

CR 245 Donation Deed

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 Donation Deed with Continental Homes of Texas, L.P. for right of way needed on the CR 245 project. (Parcel 10).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Donation Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:28 AM
Form Started By: Charlie Crossfield		Started On: 11/04/2021 08:25 AM
Final Approval Date: 11/04/2021		

Parcel 10

DONATION DEED
County Road 245 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That the **CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership**, 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, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 16,038 square foot (0.3682 acre) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, 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 10**)

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 CR 245.

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.

IN WITNESS WHEREOF, this instrument is executed on this the 1st day of Nov. 2021, 2021.

[signature on following page]

GRANTOR:

CONTINENTAL HOMES OF TEXAS, L.P.,
a Texas limited partnership

By: CHTEX OF TEXAS, INC., a Texas corporation,
its general partner

By: _____

Name: Terry Stanley

Its: Division President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Bell §

This instrument was acknowledged before me on this the 1st day of November, 2021 by Terry Stanley the Division President of CHTEX of Texas, Inc., general partner of Continental Homes of Texas, L.P., on behalf of said limited liability company and limited partnership.

_____
Notary Public, State of Texas

CARRIE D WILSON
NOTARY PUBLIC
ID# 131857579
State of Texas
Comm. Exp. 01-18-2023

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Bill Gravell, Jr., in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

August 10, 2021

PROPERTY DESCRIPTION FOR PARCEL 10

DESCRIPTION OF a 16,038 square foot (0.3682 of one acre) parcel of land out of the L.P. Dyches Survey, Abstract No. 171, in Williamson County, Texas, and being out of a called 33.006 acre tract conveyed to Continental Homes of Texas, L.P. by Special Warranty Deed dated December 3, 2020, as recorded in Document No. 2020153571, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 16,038 square foot (0.3682 of one acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 60D nail found at the northwest corner of said 33.006 acre Continental Homes of Texas tract;

THENCE N 61°59'38" E, along the north line of said 33.006 acre Continental Homes of Texas tract, and partially along the south line of a called 120.53 acre tract (Tract 2) conveyed to Highland Village Georgetown, LP by Warranty Deed with Vendor's Lien dated May 9, 2018, as recorded in Document No. 2018043854, O.P.R.W.C.T., a distance of 2,519.63 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 245, for the **POINT OF BEGINNING**, being 67.50 feet left of Engineer's Baseline Station 147+47.98 and having Surface Coordinates of North=10,241,099.49, East=3,101,363.54;

1) **THENCE, N 61°59'38" E**, continuing along the north line of said 33.006 acre Continental Homes of Texas tract and the south line of said 120.53 acre Highland Village Georgetown tract, a distance of **20.01 feet** to a calculated point at the northeast corner of said 33.006 acre Continental Homes of Texas tract, being at the southeast corner of said 120.53 acre Highland Village Georgetown tract, being in the west line of a 3.07 acre right-of-way dedication recorded in Document No. 9553392, Official Records, Williamson County, Texas (O.R.W.C.T.), and being in the existing west right-of-way line of CR 245 (varying width), from which a 1/2-inch iron rod with "Pape Dawson" cap found bears N 61°59'38" E, a distance of 0.39 feet;

2) **THENCE, S 21°18'01" E**, along the east line of said 33.006 acre Continental Homes of Texas tract, the west line of said 3.07 acre right-of-way dedication and the existing west right-of-way line of CR 245, a distance of **773.78 feet** to a calculated point at the southeast corner of said 33.006 acre Continental Homes of Texas tract, being at the northeast corner of a called 37.617 acre tract conveyed to Gracia Tierra, LLC by Special Warranty Deed dated August 30, 2019, as recorded in Document No. 2019110960, O.P.R.W.C.T., from which a 1/2-inch iron rod with "McKim Creed" cap found bears N 51°00'20" E, a distance of 0.20 feet;

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 10

3) **THENCE, S 51°00'20" W,** along the south line of said 33.006 acre Continental Homes of Texas tract and the north line of said 37.617 acre Gracia Tierra tract, a distance of **22.53 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed west right-of-way line of CR 245, being 67.50 feet left of Engineer's Baseline Station 139+69.69, from which a 1/2-inch iron rod with "McKim Creed" cap found bears S 51°00'20" W, a distance of 435.90 feet;

4) **THENCE, N 21°11'01" W,** along the proposed west right-of-way line of CR 245, crossing said 33.006 acre Continental Homes of Texas tract, a distance of **778.29 feet** to the **POINT OF BEGINNING** and containing 16,038 square feet (0.3682 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 surface adjustment factor of 1.00012. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

August 10, 2021

PROPERTY DESCRIPTION FOR PARCEL 10

A parcel plat of even date was prepared in conjunction with this property description.

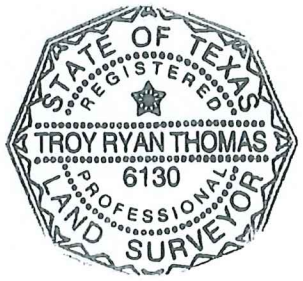
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 10th day of August, 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



TRT 8/10/2021

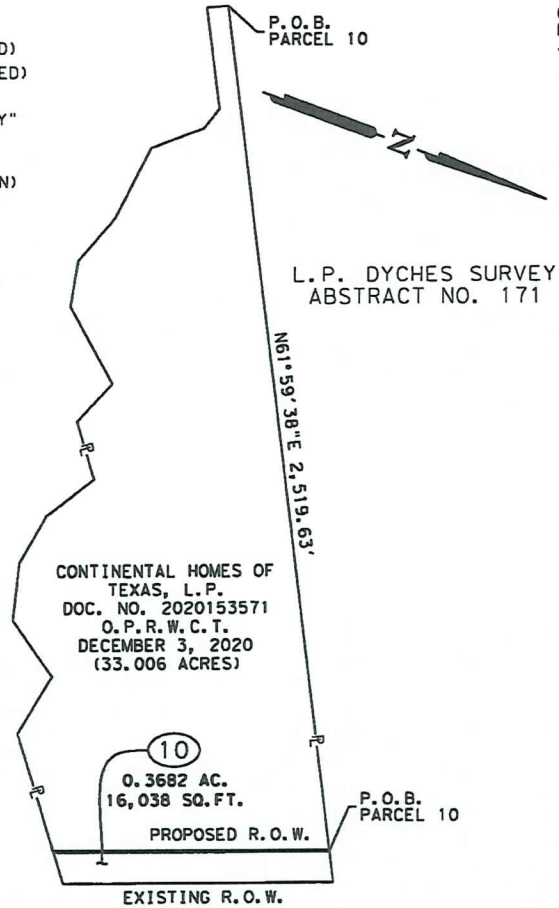
Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 245 Williamson County/Parcel 10

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
—P—	PROPERTY LINE (OWNERSHIP DIVISION)
—S—	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
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.



PROPERTY INSET NOT TO SCALE

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.

8/10/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2129178-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JUNE 16, 2021, ISSUED DATE JUNE 29, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

F. PEDERNALES ELECTRIC COOPERATIVE, INC. ELECTRIC AND/OR TELEPHONE TRANSMISSION OR DISTRIBUTION LINE OR SYSTEM AS DESCRIBED IN VOLUME 643, PAGE 222, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

G. CHISHOLM TRAIL WATER SUPPLY CORPORATION WATER LINES AS DESCRIBED IN VOLUME 790, PAGE 580, DEED RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING TRANSFERRED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT (UNABLE TO PLOT)

H. CHISHOLM TRAIL WATER SUPPLY CORPORATION WATER DISTRIBUTION LINE AS DESCRIBED IN VOLUME 1596, PAGE 458, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING TRANSFERRED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT (UNABLE TO PLOT)

I. CHISHOLM TRAIL SPECIAL UTILITY DISTRICT RIGHT OF WAY EASEMENT AS DESCRIBED IN DOCUMENT NO. 199945396, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT, UNABLE TO PLOT

J. CITY OF GEORGETOWN UTILITY EASEMENT AS DESCRIBED IN DOCUMENT NO. 2019058110, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - AFFECTS AS SHOWN

REVISIONS

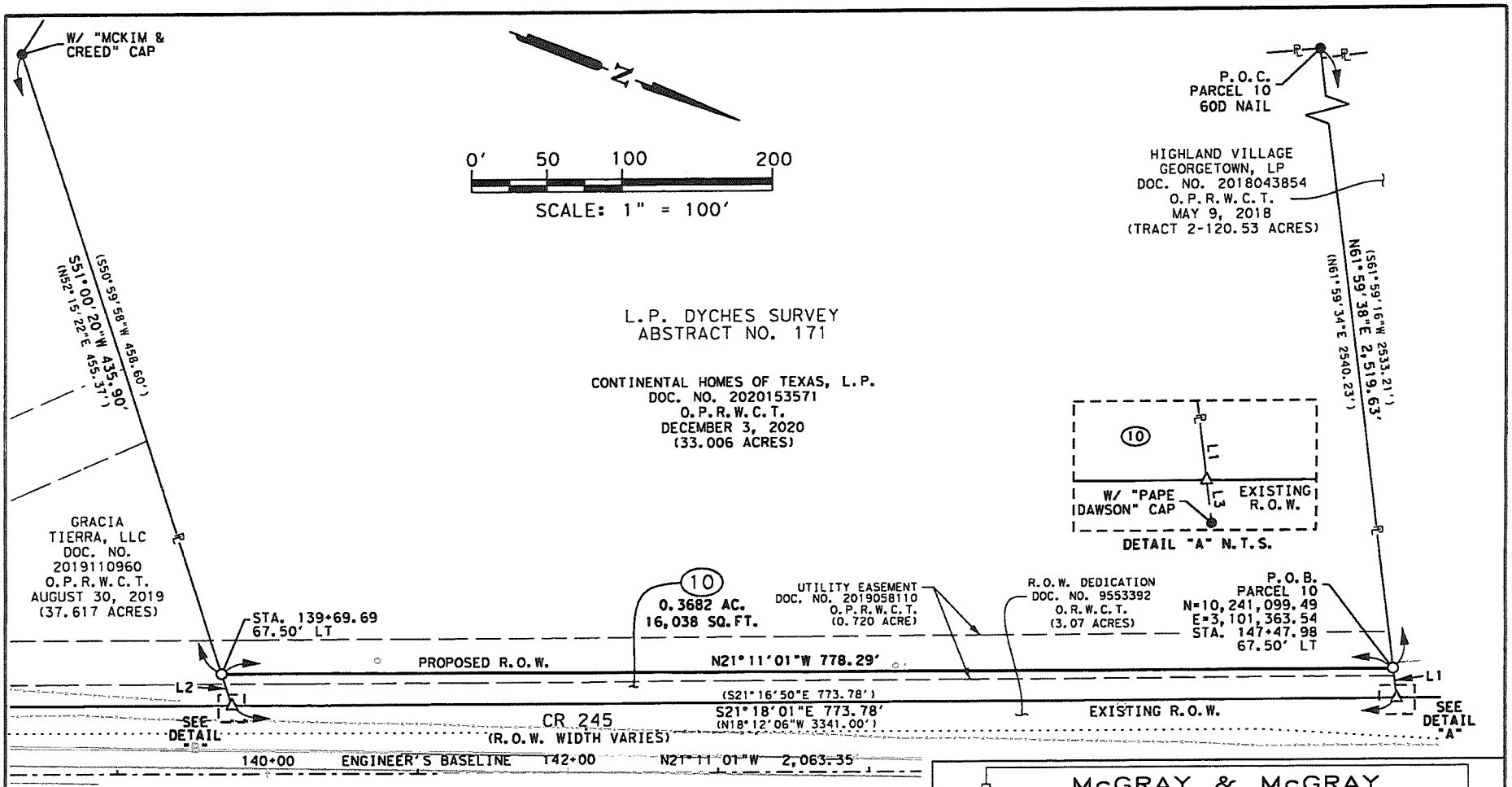
RECORD	ACQUISITION	REMAINING LT
33.006 AC. (1,437,741 SQ. FT.)	0.3682 AC. (16,038 SQ. FT.)	32.638 AC. (1,421,703 SQ. FT.)

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 10

CR 245 - FROM R.M. 2338 TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2021 | SCALE: N.T.S.



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 SURFACE ADJUSTMENT FACTOR OF 1.00012. UNITS: U.S. SURVEY FEET.
2. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM MAY 2020 THROUGH JULY 2021.
3. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N61°59'38"E	20.01'
L2	S51°00'20"W	22.53'
L3	N61°59'38"E	0.39'
L4	N51°00'20"E	0.20'

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
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PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 10

CR 245 - FROM R.M. 2338 TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: AUGUST 2021 | SCALE: 1"=100'

Commissioners Court - Regular Session **45.**

Meeting Date: 11/09/2021

Agreement for Sale of Property with RRISD

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for the Sale of Property for Less Than Fair Market Value with Round Rock Independence School District for right of way needed on the Sam Bass Rd. project (Parcel 59).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:37 AM
Form Started By: Charlie Crossfield		Started On: 11/04/2021 08:26 AM
Final Approval Date: 11/04/2021		

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLILAMSON §

AGREEMENT FOR SALE OF PROPERTY FOR LESS THAN FAIR MARKET VALUE UNDER SECTION 272.001(l) OF THE TEXAS LOCAL GOVERNMENT CODE

This is an agreement between Round Rock Independent School District, a political subdivision of the State of Texas, hereinafter sometimes referred to as "Grantor" or "District," and Williamson County, Texas, another political subdivision of the State of Texas, hereinafter sometimes referred to as "Grantee" or "County," for a sale of the real property hereinafter described and pursuant to subsection (l) of Section 272.001 of the Texas Local Government Code. Together, Grantor and Grantee are referred to herein as the "Parties."

The Parties acknowledge and agree that a political subdivision (here, the District) may donate or sell for less than fair market value a designated parcel of land or an interest in real property to another political subdivision (here, the County) if the following conditions apply, to wit:

(1) The land or interest will be used by Grantee in carrying out a purpose that benefits the public interest of the Grantor;
(2) The donation or sale of the land or interest is made under terms that effect and maintain the public purpose for which the donation or sale is made; and
(3) The title and right to possession of the land or interest **revert** to the Grantor if the Grantee ceases to use the land or interest in carrying out the public purpose.

The Parties hereby agree that, within thirty (30) days after the full execution of this agreement (Effective Date), District shall deliver an executed No-Warranty Deed to the County, subject to the terms and conditions of this agreement, for conveyance of the hereinafter described real property which is required for construction of the specified improvements described herein under **"Fee Simple Determinable Conditions."** The form of the deed granted to County shall be as shown in **Exhibit "E"** attached hereto.

By resolution of District's Board of Trustees dated October 21st, 2021, District, as Grantor, has determined that the real property to be sold to County, as Grantee, for less than fair market value shall carry out a purpose that benefits the public interest of the District and that the sale shall be made under terms that effect and maintain the public purpose for which the sale is made.

THE REAL PROPERTY DESCRIPTION that is the subject of this agreement:

> All of that certain 0.123 acre (5,351 square feet) parcel of land located in the W. Kinkaid Survey, Abstract No. 374, Williamson County, Texas, being a portion of a called 40.41 acre tract of land, described in a deed to Round Rock Independent School District, recorded December 1, 2004, in Document No. 2004092517, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX); said 0.123 acre (5,351 square feet) parcel as shown on a plat prepared by Sam, LLC, being more particularly described by metes and bounds in **Exhibit "A"** hereof, which is

attached hereto and incorporated herein for all purposes, hereinafter sometimes referred to herein as the **"Property."**

FENCING: In return for execution and delivery of the No-Warranty Deed, County agrees that, prior to beginning work on the IMPROVEMENTS described herein (including but not limited to improvement of storm water drainage ditch and grading), County shall at its sole cost and expense cause temporary fencing to be installed and maintained along the northern boundary of the temporary construction area and a portion of the Property boundary, in the locations more specifically as identified in **Exhibits "B" and "D,"** attached hereto. Prior to final completion of the construction of the IMPROVEMENTS, County shall at its sole cost and expense cause permanent perimeter boundary fencing to be reinstalled or reconstructed with substantially similar material and design along the existing northern existing right of way boundary line and portions of the new Property right of way boundary line, in the locations more specifically identified in **Exhibits "B" and "D"** attached hereto.

County shall be responsible for all fees and costs to clear title to the Property (*except for Grantor's attorney's fees in the development of this agreement*), including recording fees. If requested, District shall provide reasonable, non-adversarial assistance to County and its Title Company with any curative measures or mortgage lien partial release required in order to transfer title of the said Property free and clear of any monetary liens.

FEE SIMPLE DETERMINABLE CONDITIONS: The Property to be conveyed under this agreement is accepted by County under the statutory requirements of subsection (l) of Section 272.001 of the Texas Local Government Code, as also set out above, and conditioned on County meeting the following prerequisites at County's sole cost and expense:

The Property shall be used for roadway improvements along Sam Bass Road/Corridor H, by widening Sam Bass Road; establishing a signal-controlled egress and ingress to Grantor's adjacent property; improving pedestrian pathways as more fully described in **Exhibit "C;"** improving water drainage on Grantor's adjacent property as hereinafter described; and alleviating traffic congestion adjacent to Grantor's campus. Together, these Fee Simple Determinable Conditions are also referred to herein as **"IMPROVEMENTS."** After completion of said IMPROVEMENTS, the Property shall be used and maintained as a public road and related transportation facility appurtenances. An affidavit stating that the conditions have been fulfilled, if not contradicted by a subsequent recorded affidavit, is conclusive evidence that the conditions have been satisfied, and Grantee and third parties may rely on same.

Improvement of storm water drainage shall be accomplished through County's construction of a ditch and grading on District's property as more fully described in **Exhibit "D."** County shall be permitted access to the District's property for the limited purpose of the construction of the ditch and grading that shall cause water drainage to flow to a natural waterway large enough to adequately convey Williamson County roadway manual design criteria storm flow capacity that may collect in the ditch. Unless otherwise allowed by law or by granted easement rights, County agrees that the water drainage via the ditch shall not change the natural course of any branch, creek, or stream and shall not harm other property owners in

violation of any Texas law. In the event that an unauthorized change does occur to the natural course of any such branch, creek, or stream because of water drainage from the ditch or in the event that harm is caused to other property owners because of such water drainage, either of which is a direct and proximate result of inadequate or negligent design or initial construction of the drainage facility by the County, County shall be solely responsible therefore and shall make the appropriate corrections to the ditch at County's sole cost and expense.

District agrees to retain ownership of the ditch upon completion of the ditch by County. County shall have no further responsibility for maintaining the ditch following completion except as otherwise provided herein. The Parties agree and understand that retaining ownership of the ditch by the District shall not relieve County of its responsibilities for the proper design and/or construction of the ditch under law and/or under this agreement.

County shall preserve and maintain the IMPROVEMENTS on the Property owned by County and public purpose for which the sale of the Property to Grantee is made. In the event that Grantee does not meet or maintain the **Fee Simple Determinable Conditions** as set out above and in Grantor's No-Warranty Deed to Grantee, the Property shall automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor.

Grantee agrees that the Property to be conveyed to Grantee under this agreement shall not be developable for other purposes than the herein described public purpose benefiting the public interest of Grantor.

Grantee shall complete the IMPROVEMENTS on or before December 31, 2026, provided that Grantee has not obtained an extension or postponement of the IMPROVEMENTS in writing from Grantor, which shall not be unreasonably withheld. In any event, the Parties agree that an extension or postponement of the IMPROVEMENTS shall not be granted and the Property shall not have been used by Grantee in carrying out a purpose that benefits the public interest of Grantor if the IMPROVEMENTS have not been completed by December 31, 2031.

OTHER TERMS and CONDITIONS:

Ad Valorem Taxes: Property owned by the Parties is exempt under Texas Property Tax Code § 11.11. Grantor assumes no responsibility for ad valorem taxes for any period, rollback, or otherwise, not otherwise imposed on it by law.

Counterparts: This agreement may be executed in multiple counterparts, each of which is an original, whether or not all Parties sign the same document. Regardless of their number, counterparts constitute only one agreement. In making proof of this agreement, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all Parties.

Environmental Matters: After closing, as between Grantor and Grantee, the risk of liability or expense for environmental problems, if any, even if arising from events before closing, shall be the sole responsibility of Grantee, regardless of whether the environmental conditions were known

or unknown at closing. Once closing has occurred, Grantee releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the Property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee releases Grantor from any liability for environmental problems affecting the Property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the property.

Effective Date: The effective date of this agreement is the later of the Dates of Approval shown herein following the signatures of the Parties to this agreement.

Exhibits: All exhibits to this agreement are incorporated into it by reference for all purposes as if fully set forth herein.

Federal Law Application: The Parties confirm and acknowledge that the District has been informed by County of District's entitlement to receive fair market value payment for the proposed transaction independent of Section 272.001(l) of the Texas Local Government Code, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC Chapter 61), and that it is the District's intention and desire to waive its right and entitlement to receive fair market value monetary compensation under the federal law which may be allowed in addition to the Property project construction design elements and fence replacement items provided by the County, and chooses to sell the Property (subject to Section 2701.001(l) of the Texas Local Government Code) and under the terms and conditions of this agreement so that the proposed roadway construction project may proceed in a timely fashion.

Integration: This written agreement and all representations made in it embody the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no oral agreements between the Parties.

Jurisdiction: See "Texas Law and Jurisdiction."

Severability: If a provision of this agreement is unenforceable for any reason, to the extent the unenforceability does not prevent or interfere with the Fee Simple Determinable Conditions, the unenforceability does not affect any other provision of this agreement, and this agreement is to be construed as if the unenforceable provision is not a part of the agreement.

Successors: This agreement inures to the benefit of and is binding on the heirs, representatives, successors, and permitted assigns of each of the party. This clause does not authorize any assignment not otherwise authorized.

Survival: The provisions of this agreement that expressly survive termination or closing and other obligations of this agreement that cannot be performed before termination of this agreement or before closing survive termination of this agreement or closing, and the legal doctrine of merger does not apply to these matters. If Grantee fails to perform any of its obligations under this

agreement that survive closing, Grantor shall have all rights and remedies available at law or in equity.

Texas Law and Jurisdiction: The Parties acknowledge that this agreement shall be construed and governed in accordance with the laws of the State of Texas and the rules, orders and regulations imposed on the District in effect at the time of the execution of this agreement. If any legal action is filed pursuant to this agreement, such action must be filed in a court of competent jurisdiction in Williamson County, Texas.

Title and Survey: No independent title search has been conducted. Grantee is advised that it should either have an abstract of title covering the Property examined by an attorney of Grantee's own selection or obtain a policy of title insurance.

Warranties: Grantor has made no warranty in connection with this agreement. The Property shall be conveyed to Grantee in an "As Is, Where Is" condition, with all faults. Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of Texas Property Code § 5.023 or any successor statute or otherwise.

Waiver of Rights: No express or implied waiver by any party of any default shall be a waiver of any future or subsequent default. The failure or delay of any party in exercising any rights granted it hereunder shall not constitute a waiver of any such right and any single or partial exercise of any particular right by such party shall not exhaust the same or constitute a waiver of any other right provided herein.

IN WITNESS WHEREOF, this agreement is approved by action of the District's Board of Trustees on October 21st, 2021, and approved by action of the County's Commissioners Court on _____ ____, 2021; and shall become effective on the later of the Dates Signed shown below.

ROUND ROCK INDEPENDENT SCHOOL DISTRICT
by and through its Board of Trustees

By: _____

Name: Amy Weir

Title: President, Board of Trustees

Date Signed: 10/21/21

WILLIAMSON COUNTY, TEXAS
by and through its Commissioners Court

By: _____

Name: _____

Title: _____

Date Signed: _____

APPROVED AS TO FORM:

_____, counsel for Grantor

_____, counsel for Grantee

EXHIBIT "A" FOLLOWS
(4 Pages)

EXHIBIT "A"

County: Williamson
Parcel No.: 59
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

September 17, 2021

PROPERTY DESCRIPTION FOR PARCEL 59

DESCRIPTION OF A 0.123 ACRE (5,351 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 40.41 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ROUND ROCK INDEPENDENT SCHOOL DISTRICT, RECORDED DECEMBER 1, 2004 IN DOCUMENT NO. 2004092517, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.123 ACRE (5,351 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "CUNNINGHAM ALLEN INC" found 1,152.08 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 361+96.83 on the existing west right-of-way line of Walsh Ranch Boulevard (BLVD.), a 65 foot wide right-of-way, per plat recorded in Document No. 2006013292, O.P.R.W.C.TX.;

THENCE S 22°40'34" W, with the existing west right-of-way of said Walsh Ranch Blvd., a distance of 1,019.30 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,168,203.81, E=3,115,273.61) set 188.98 feet left of Sam Bass Road E.C.S 357+70.03 on the proposed north right-of-way line of Sam Bass Road, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 22°40'34" W, departing the proposed north right-of-way line of said Sam Bass Road, continuing with the existing west right-of-way of said Walsh Ranch Blvd., a distance of 71.55 feet to a calculated point, for the northeast corner of Lot 2, Block J, Landscape Lot Walsh Ranch, Section One, a subdivision of record in Cabinet BB, Slide 196, O.P.R.W.C.TX., described in a deed to The Walsh Ranch Owner's Association, Inc., recorded in Document No. 2017010586, O.P.R.W.C.TX., same being the most easterly southeast corner of said 40.41 acre tract and the parcel described herein;

THENCE departing the existing west right-of-way of said Walsh Ranch Blvd., with the common line of said 40.41 acre tract and said Lot 2, the following two (2) courses and distances numbered 2-3:

2) N 67°19'23" W, a distance of 50.01 feet to a calculated point, for the northwest corner of said Lot 2, and

3) S 22°40'37" W, a distance of 53.81 feet to a calculated point on the existing north right-of-way of Sam Bass Road, a variable width right-of-way, as described to Williamson County in Document No. 2005063737, O.P.R.W.C.TX., for the southwest corner of said Lot 2, same being the most southerly southeast corner of said 40.41 acre tract and the southeast corner of the parcel described herein, said point being the beginning of a curve to the right, from which a 1/2-inch iron rod found bears S 28°00'02" W, a distance of 0.94 feet;

EXHIBIT "A"

County: Williamson
Parcel No.: 59
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

THENCE departing the common line of said 40.41 acre tract and said Lot 2, with the existing north right-of-way line of said Sam Bass Road, the following two (2) courses and distances numbered 4-5:

4) With said curve to the right, an arc distance of 67.17 feet, through a central angle of 04°05'38", having a radius of 940.12 feet, and a chord that bears N 70°07'30" W, a distance of 67.16 feet to a calculated point, and

5) N 67°14'15" W, a distance of 11.77 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 71.95 feet left of Sam Bass Road E.C.S 356+09.10 on the proposed north right-of-way line of said Sam Bass Road, for the southwest corner of the parcel described herein;

6) **THENCE** N 67°43'40" E, departing the existing north right-of-way of said Sam Bass Road, with the proposed north right-of-way line of said Sam Bass Road, over and across said 40.41 acre tract, a distance of 182.07 feet to the **POINT OF BEGINNING,** and containing 0.123 acres (5,351 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

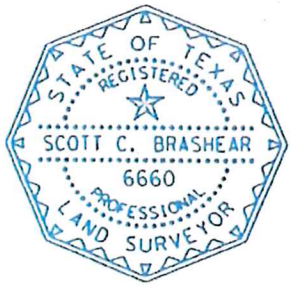
**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 9-17-2021

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

FN 45822

SAM Job No. 38216

EXHIBIT "A"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°05'38"RT	940.12'	67.17'	67.16'	N70°07'30"W
(C1)	(04°05'38" RT)	(940.00')	(67.16')	(67.15')	(S70°07'27"E)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S22°40'34"W	71.55'
L2	N67°19'23"W	50.01'
(L2)	(S67°19'23"E)	(50.00')
L3	S22°40'37"W	53.81'
(L3)	(N22°40'37"E)	(53.80')
L4	N67°14'15"W	11.77'
(L4)	(S67°14'12"E)	(452.48')
L5	N67°43'40"E	182.07'

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 357+95.56
N = 10,167,995.98
E = 3,115,249.87
Δ = 22°14'26.17" (LT)
D = 05°43'46.48"
L = 388.17'
T = 196.56'
R = 1,000.00'
PC Sta 355+99.00
PT Sta 359+87.17

P.O.C.
1/2" W/PCAP
"CUNNINGHAM
ALLEN INC"
361+96.83
1,152.08' LT

S22°40'34"W
1,019.30'
(S22°40'37"W
1,180.70')

P.O.B.
N=10,168,203.81
E=3,115,273.61
357+70.03
188.98' LT

W. KINCAID SURVEY
ABSTRACT 374

ROUND ROCK INDEPENDENT
SCHOOL DISTRICT
RECORDED DECEMBER 1, 2004
CALLED 40.41 AC.
DOC. NO. 2004092517
O.P.R.W.C.TX.

WALSH RANCH BLVD
65' WIDE R.O.W.
DOC. NO. 2006013292
O.P.R.W.C.TX

PROPOSED R.O.W.

L5

L1

UTILITY EASEMENT
VOL. 646, PG. 315
D.R.W.C.TX.

(59) (0.123 AC.)

(L2)
L2

(L3)
L3

A

EXISTING R.O.W.

WILLIAMSON COUNTY
DOC. NO. 2005063737
O.P.R.W.C.TX

(C1)
C1

SEE DETAIL "B"

SEE DETAIL "A"

C.R. 175 (SAM BASS RD)
(VARIABLE WIDTH R.O.W)
(NO RECORD INFORMATION FOUND)

355+00

S67°14'15"E 371.46'

PC 355+99.00

SAM BASS ROAD
ENGINEER'S CENTERLINE

358+00

REF. FIELD NOTE NO. 45822
FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\59\PLAT\02\P-59.dgn

EXISTING	40.41 AC.	ACQUIRE	0.123 AC.	REMAINING	40.287 AC. LEFT

60 0 30 60

GRAPHIC SCALE
SCALE: 1" = 60'
WILLIAMSON COUNTY, TEXAS

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK INDEPEDENT
SCHOOL DISTRICT
PARCEL 59
0.123 AC. (5,351 SQ. FT.)

EXHIBIT "A"

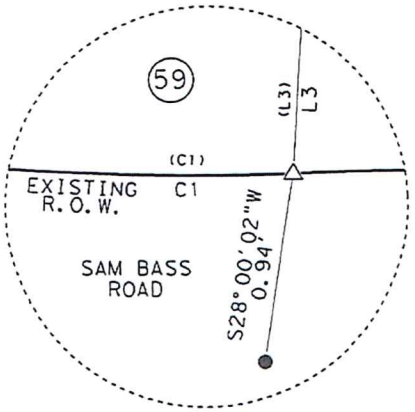
LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--3---	DISTANCE NOT TO SCALE
---1--	DEED LINE (COMMON OWNERSHIP)

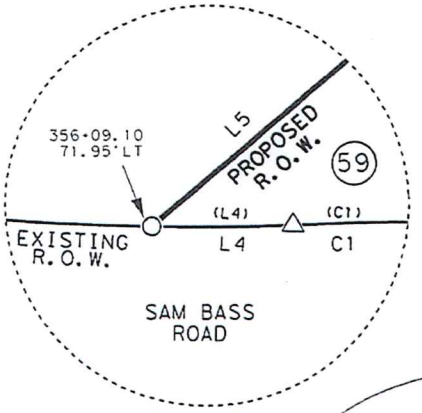
SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952124, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 19, 2019, AND ISSUED DATE JANUARY 2, 2020.

1. RESTRICTIVE COVENANTS: ITEM NO. 1, SCHEDULE B, IS HEREBY DELETED.



DETAIL "A"
NOT TO SCALE

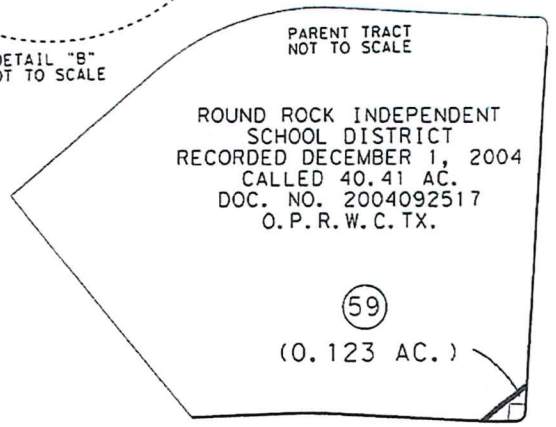


DETAIL "B"
NOT TO SCALE

[A]

THE WALSH RANCH
OWNER'S ASSOCIATION, INC.
DOC. NO. 2017010586
O.P.R.W.C.TX.

LOT 2, BLOCK J
LANDSCAPE LOT
WALSH RANCH,
SECTION ONE
CABINET BB, SLIDE 196
O.P.R.W.C.TX.

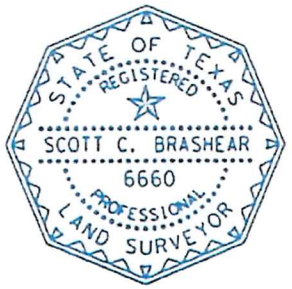


NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952124, EFFECTIVE DATE DECEMBER 19, 2019, AND ISSUED DATE JANUARY 2, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9-17-2021

DATE

REF. FIELD NOTE NO. 45822

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\59\PLAT\02\P-59.dgn

EXISTING	40.41 AC.	ACQUIRE	0.123 AC.	REMAINING	40.287 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK INDEPENDENT
SCHOOL DISTRICT
PARCEL 59
0.123 AC. (5,351 SQ. FT.)

EXHIBIT "B" FOLLOWS
(1 Page)

EXHIBIT "B"

(Agreement for Sale of Property for Less than Fair Market Value
Under Section 272.001(l) of the Texas Local Government Code)

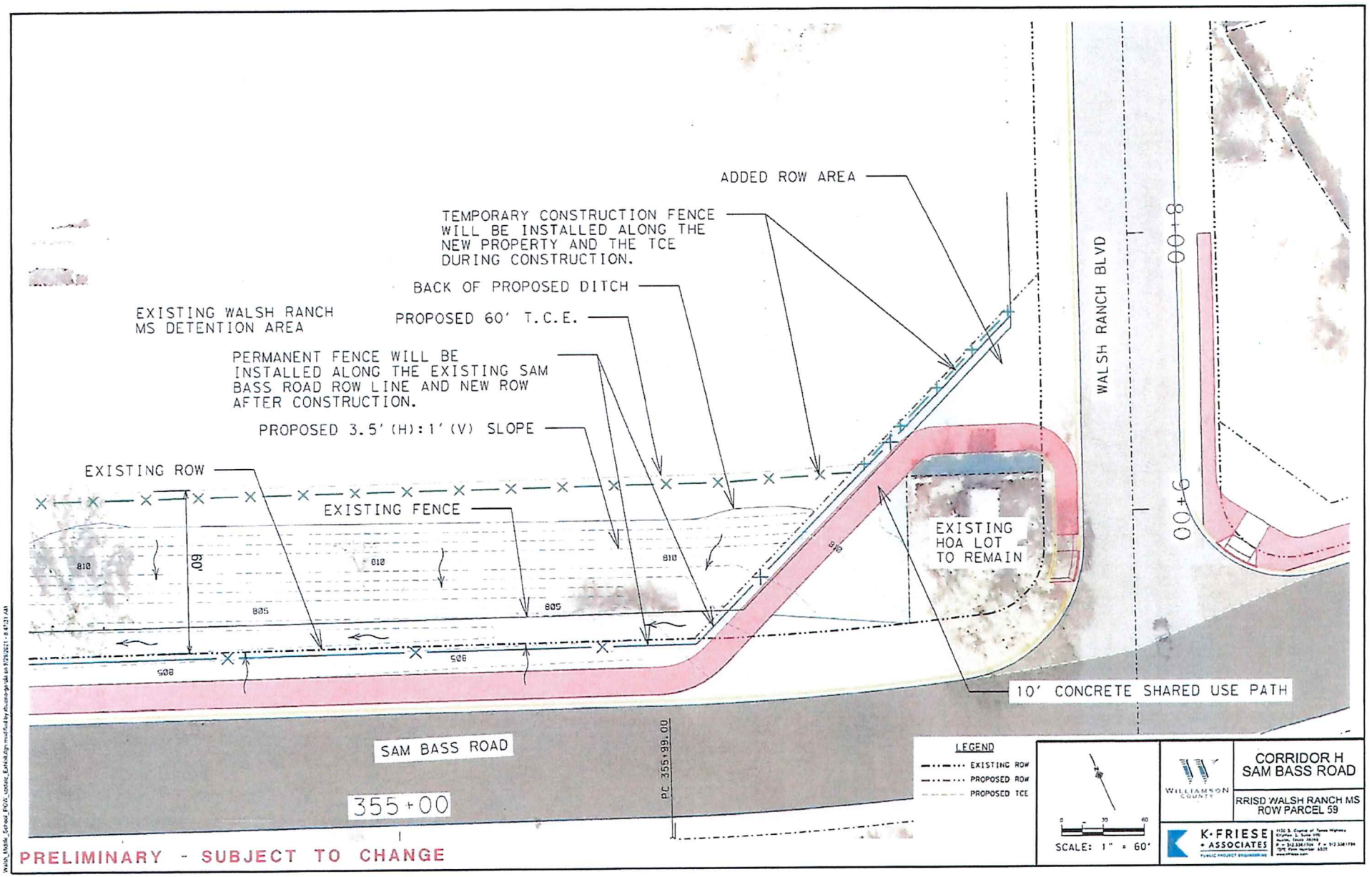


EXHIBIT "C" FOLLOWS
(9 Pages)

EXHIBIT "C"

(Agreement for Sale of Property for Less than Fair Market Value
Under Section 272.001(l) of the Texas Local Government Code)

9 Pages

WILLIAMSON COUNTY

CORRIDOR H - SAM BASS ROAD
PRECINCT NUMBER 1

Williamson County Project No. IFB XXXX-XXX

NET LENGTH OF ROADWAY = 13,414.85 FT (2.541 MILES)
NET LENGTH OF BRIDGE = 35.00 FT (0.007 MILES)
NET LENGTH OF PROJECT = 13,449.85 FT (2.547 MILES)

LIMITS: FROM RM 1431 TO 925' WEST OF WYOMING SPRINGS ROAD

FOR THE CONSTRUCTION OF EARTHWORK, GRADING, BASE, HMAC, SURFACING, BRIDGE, DRAINAGE STRUCTURES, WATER QUALITY FACILITIES, SIGNALIZATION, SHARED USE PATH, SIGNING AND PAVEMENT MARKINGS

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

ROADWAY	CLASSIFICATION	DESIGN SPEED
SAM BASS ROAD	URBAN MINOR ATERIAL	45 MPH
THOUSAND OAKS DR	LOCAL	25 MPH
MAYFIELD DR	LOCAL	30 MPH
WALSH DR	LOCAL	30 MPH
DEER TRAIL CIR	LOCAL	30 MPH
LIVE OAK CIR	LOCAL	30 MPH
GREAT OAKS DR	COLLECTOR	35 MPH
WALSH RANCH DR	COLLECTOR	25 MPH
ARROWHEAD DR	LOCAL	25 MPH
TONKAWA TR	LOCAL	25 MPH

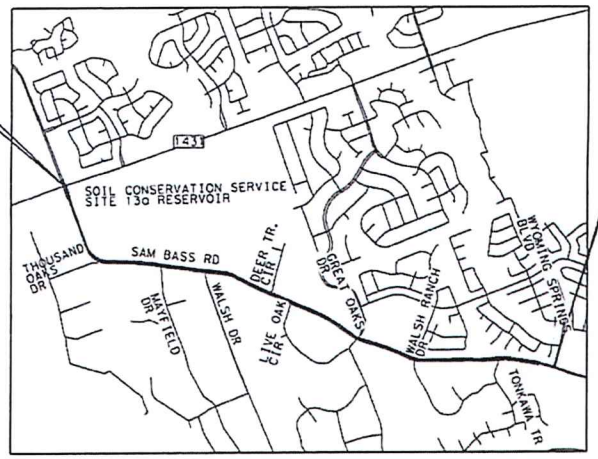
2018 ADT (8,560) 2040 ADT (50,850)

% TRUCKS = 2%
DIRECTIONAL DISTRIBUTION = 49/51
DHV = 5085
TERRAIN: LEVEL

90%
SUBMITTAL

BEGIN PROJECT
STA. 256+80.99

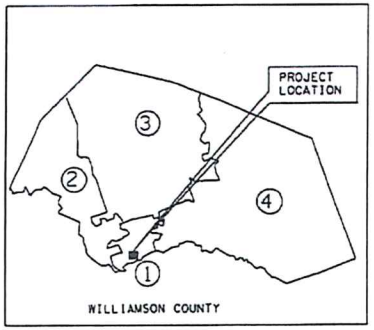
END PROJECT
STA. 391+30.84



VICINITY MAP
N.T.S.

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED
TDLR NO. EABPRJ _____

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-14 THRU BC(12)-14 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.



EXCEPTIONS: N/A
EQUATIONS: N/A
RAILROAD CROSSINGS: N/A
WATERSHED: BRUSHY CREEK
AREA OF DISTURBANCE: 24.27 AC

TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
TBPE FIRM #6535

PREPARED BY:
K FRIESE + ASSOCIATES, INC.

DANIEL J. CRYAN, P.E. DATE
PROJECT MANAGER

INTERIM REVIEW
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DANIEL J. CRYAN, PE 127112 ON 8/16/2021. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

WILLIAMSON COUNTY
1848

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APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL, JR. DATE
WILLIAMSON COUNTY JUDGE

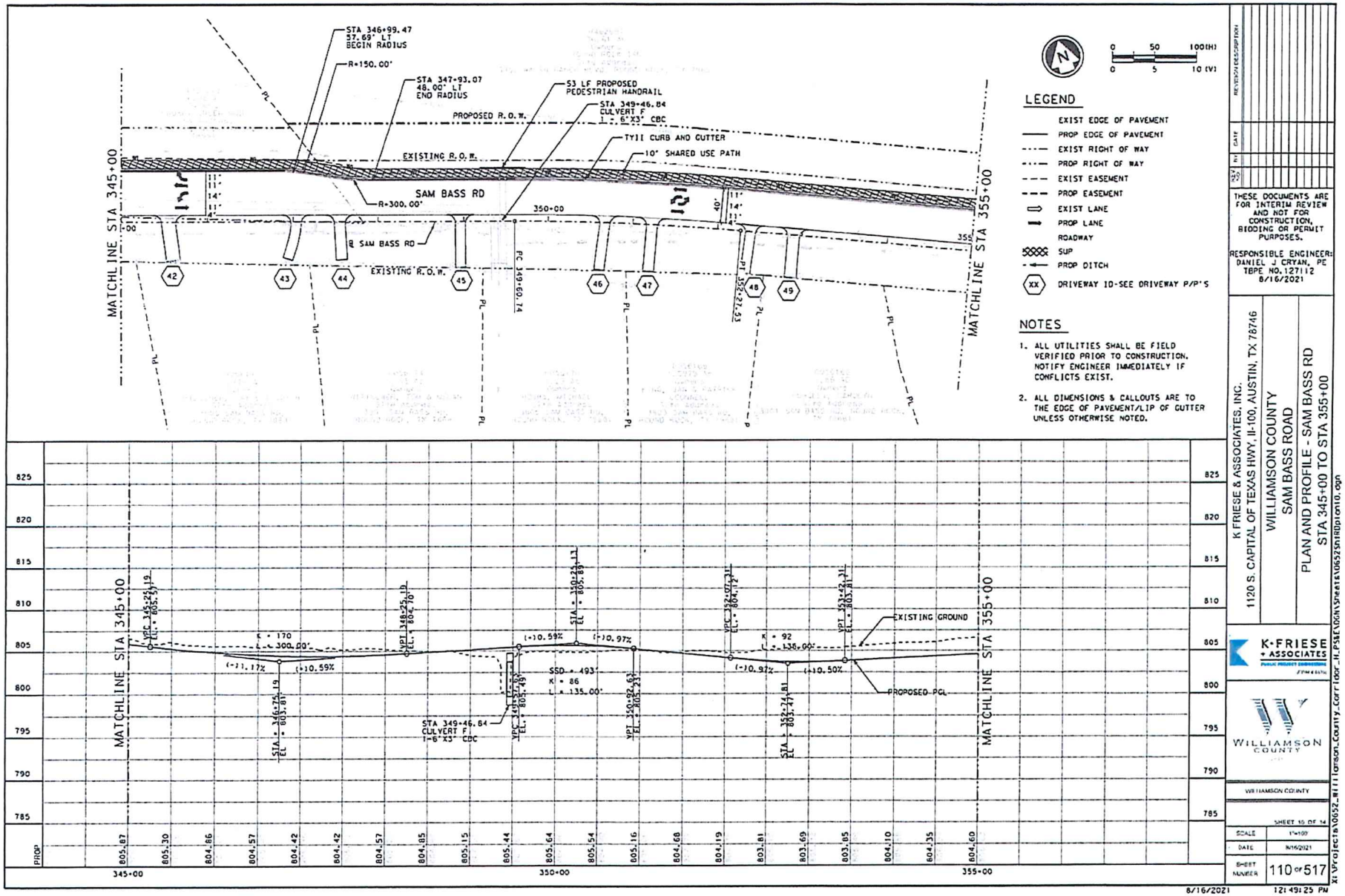
APPROVED BY:
WILLIAMSON COUNTY

COMMISSIONER TERRY COOK DATE
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 1

APPROVED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE DATE
ROAD BOND MANAGEMENT TEAM

EXHIBIT "C"
(Page 2 of 9 Pages



THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER: DANIEL J CRYAN, PE TBPE NO. 127112 8/16/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

PLAN AND PROFILE - SAM BASS RD
STA 345+00 TO STA 355+00

K·FRIESE + ASSOCIATES

WILLIAMSON COUNTY

WILLIAMSON COUNTY

SHEET 10 OF 14

SCALE 1"=100'

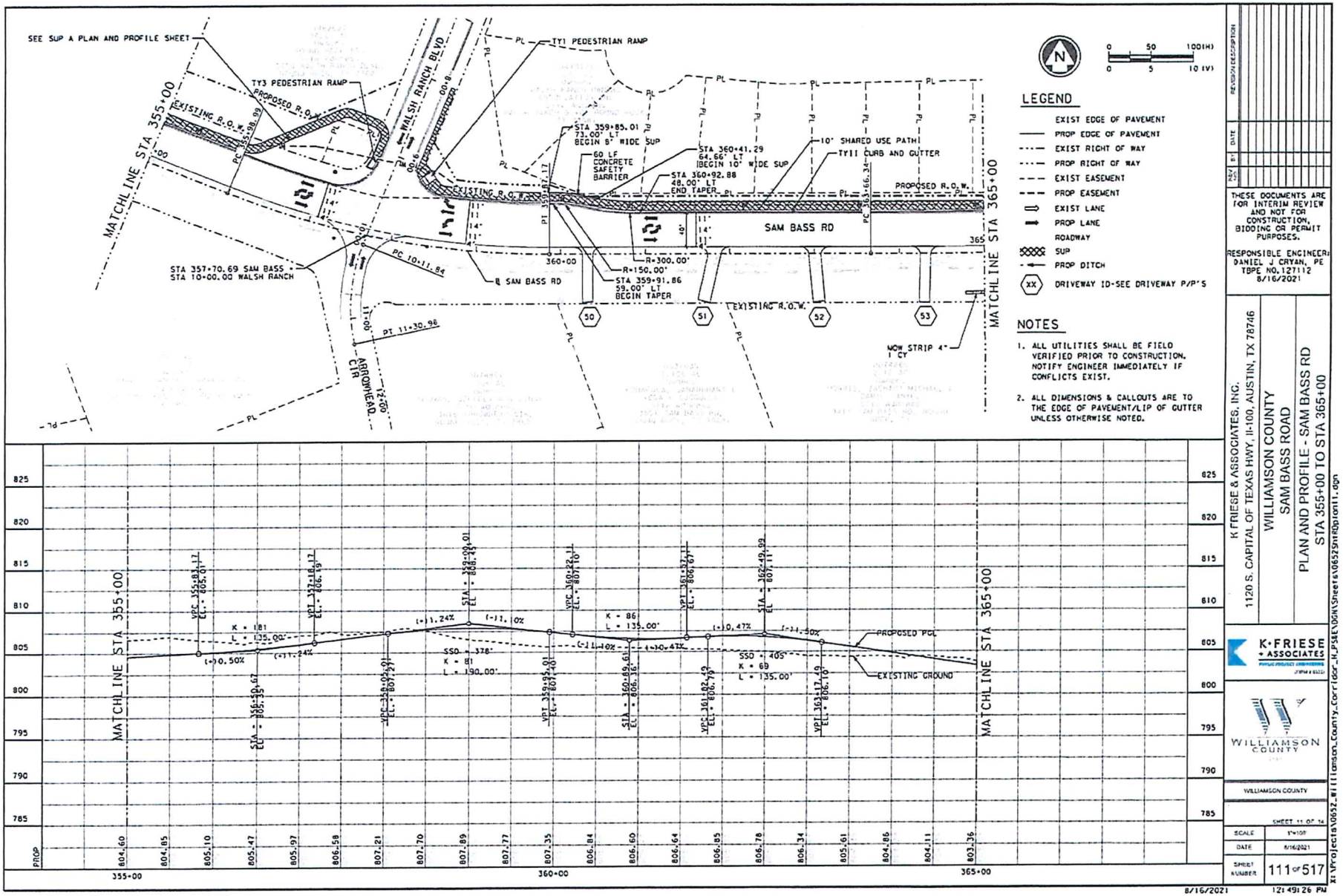
DATE 8/16/2021

SHEET NUMBER 110 OF 517

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EXHIBIT "C"
(Page 3 of 9 Pages



THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER: DANIEL J CRYAN, PE
TBPE NO.127112
8/16/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

PLAN AND PROFILE - SAM BASS RD
STA 355+00 TO STA 365+00

K·FRIESE + ASSOCIATES

WILLIAMSON COUNTY

WILLIAMSON COUNTY

SHEET 11 OF 14

SCALE	1"=100'
DATE	8/16/2021
SHEET NUMBER	111 of 517

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EXHIBIT "C"
(Page 4 of 9 Pages

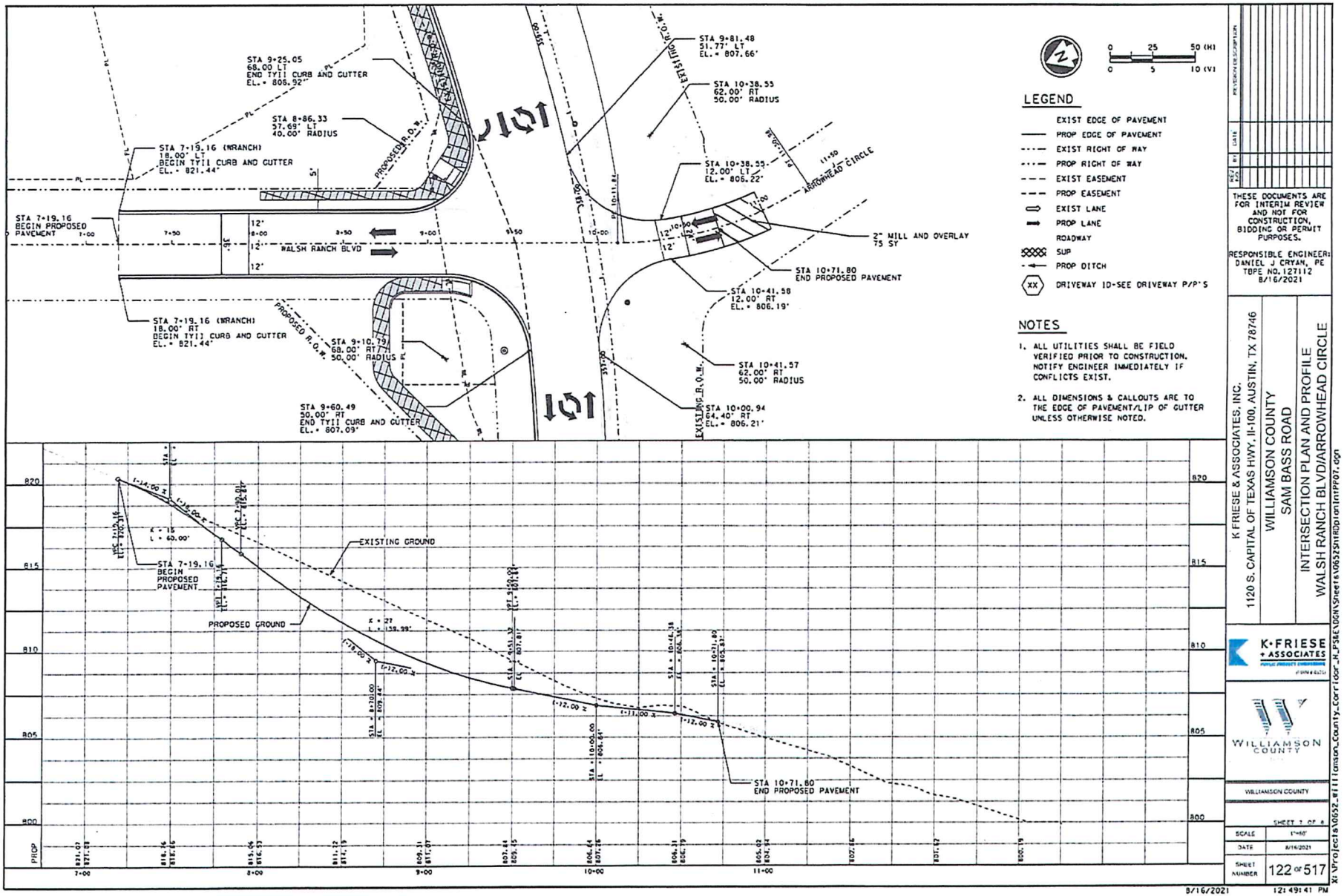


EXHIBIT "C"
(Page 5 of 9 Pages

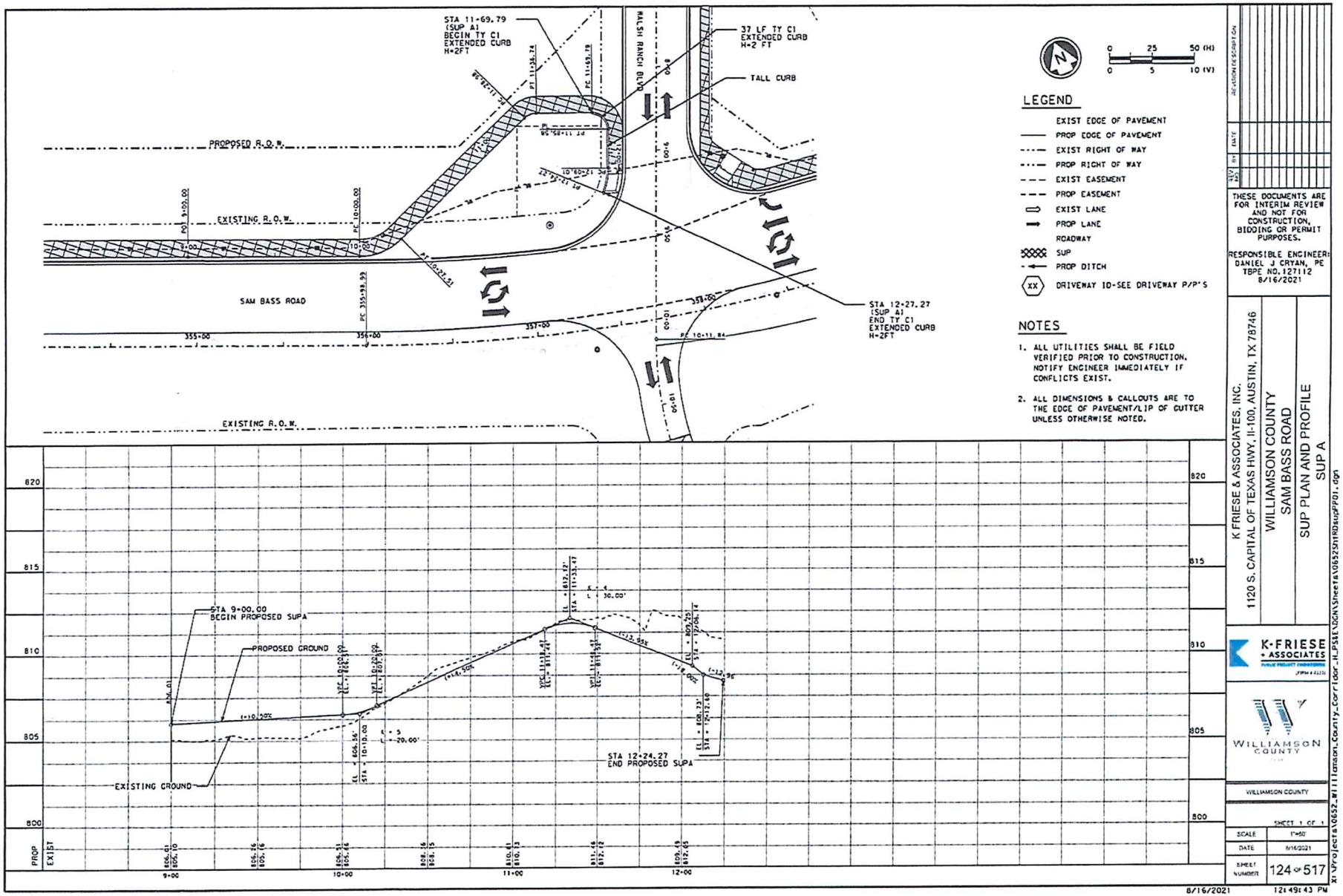
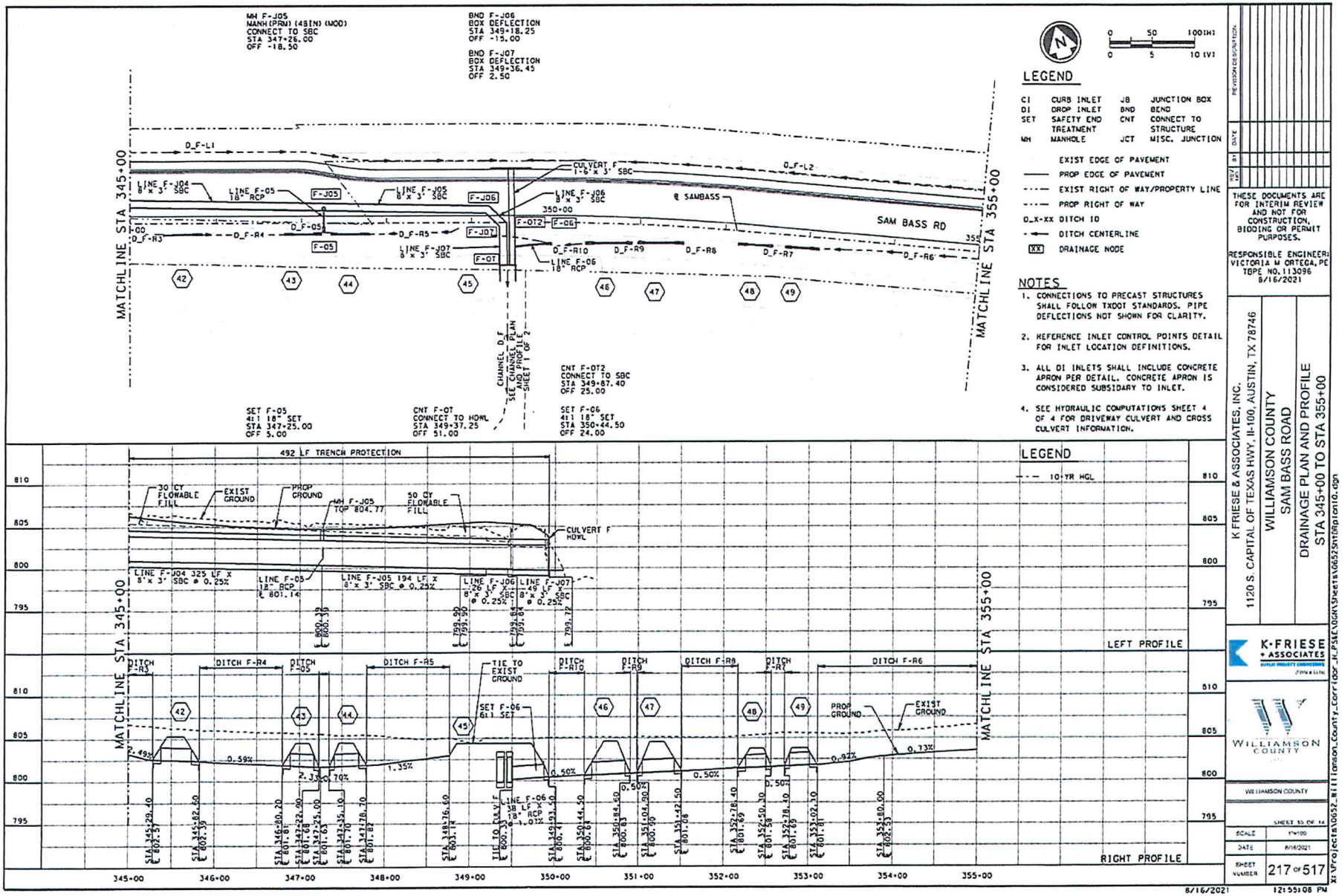


EXHIBIT "C"
(Page 6 of 9 Pages



THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER: VICTORIA M ORTEGA, PE TBPE NO. 113096 8/16/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD
DRAINAGE PLAN AND PROFILE
STA 345+00 TO STA 355+00

K·FRIESE + ASSOCIATES

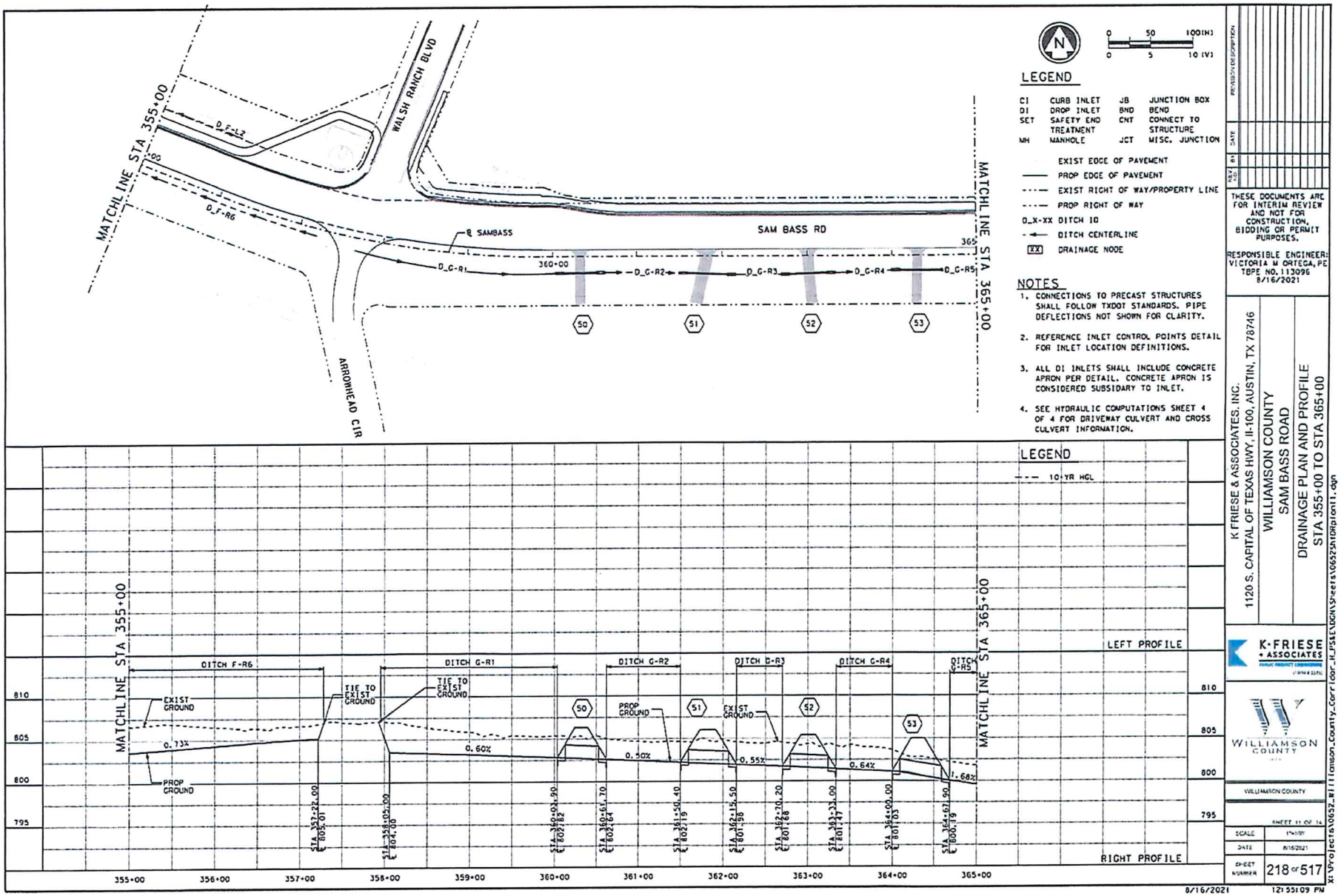
WILLIAMSON COUNTY

SHEET 10 OF 14
SCALE 1"=100'
DATE 8/16/2021
SHEET NUMBER 217 OF 517

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EXHIBIT "C"
(Page 7 of 9 Pages



THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER: VICTORIA M ORTEGA, PE TBPE NO. 113096 8/16/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD

DRAINAGE PLAN AND PROFILE
STA 355+00 TO STA 365+00

K·FRIESE + ASSOCIATES

WILLIAMSON COUNTY

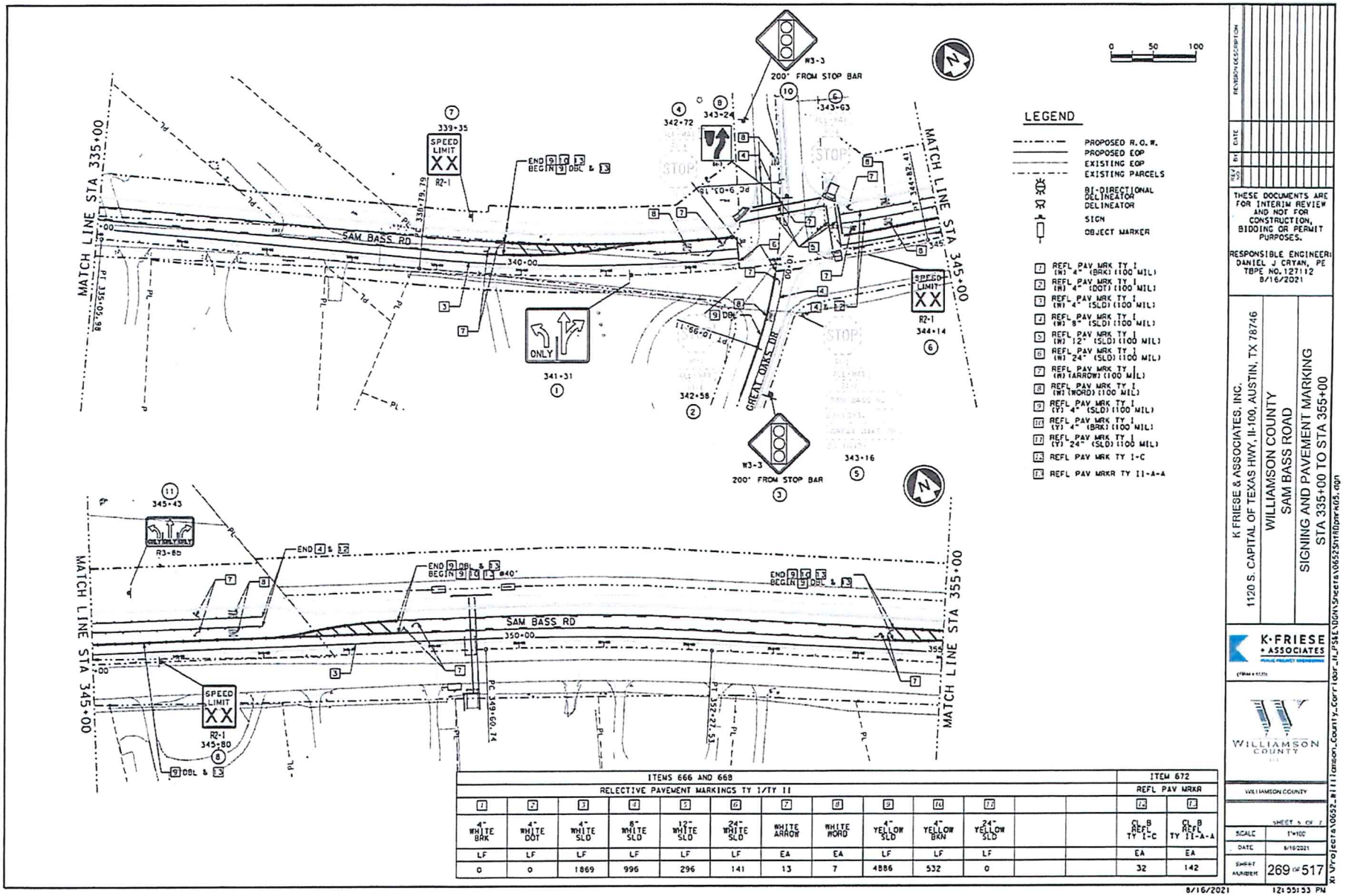
WILLIAMSON COUNTY

SHEET 11 OF 14

SCALE	1"=100'
DATE	8/16/2021
SHEET NUMBER	218 of 517

X:\Projects\0652_Williamson_County_Corridor_K_FSE\DGN\Sheets\0652SH10Rplan11.dgn

EXHIBIT "C"
(Page 8 of 9 Pages



ITEMS 666 AND 668												ITEM 672	
RELECTIVE PAVEMENT MARKINGS TY I/TY II												REFL PAV MRKR	
1	2	3	4	5	6	7	8	9	10	11		12	13
4" WHITE BRK	4" WHITE DOT	4" WHITE SLD	8" WHITE SLD	12" WHITE SLD	24" WHITE SLD	WHITE ARROW	WHITE WORD	4" YELLOW SLD	4" YELLOW BRK	24" YELLOW SLD		CL B REFL TY I-C	CL B REFL TY II-A-A
LF	LF	LF	LF	LF	LF	EA	EA	LF	LF	LF		EA	EA
0	0	1869	996	296	141	13	7	4886	532	0		32	142

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER: DANIEL J CRYAN, PE TBPE NO. 127112 8/16/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD
SIGNING AND PAVEMENT MARKING
STA 335+00 TO STA 355+00

K·FRIESE + ASSOCIATES

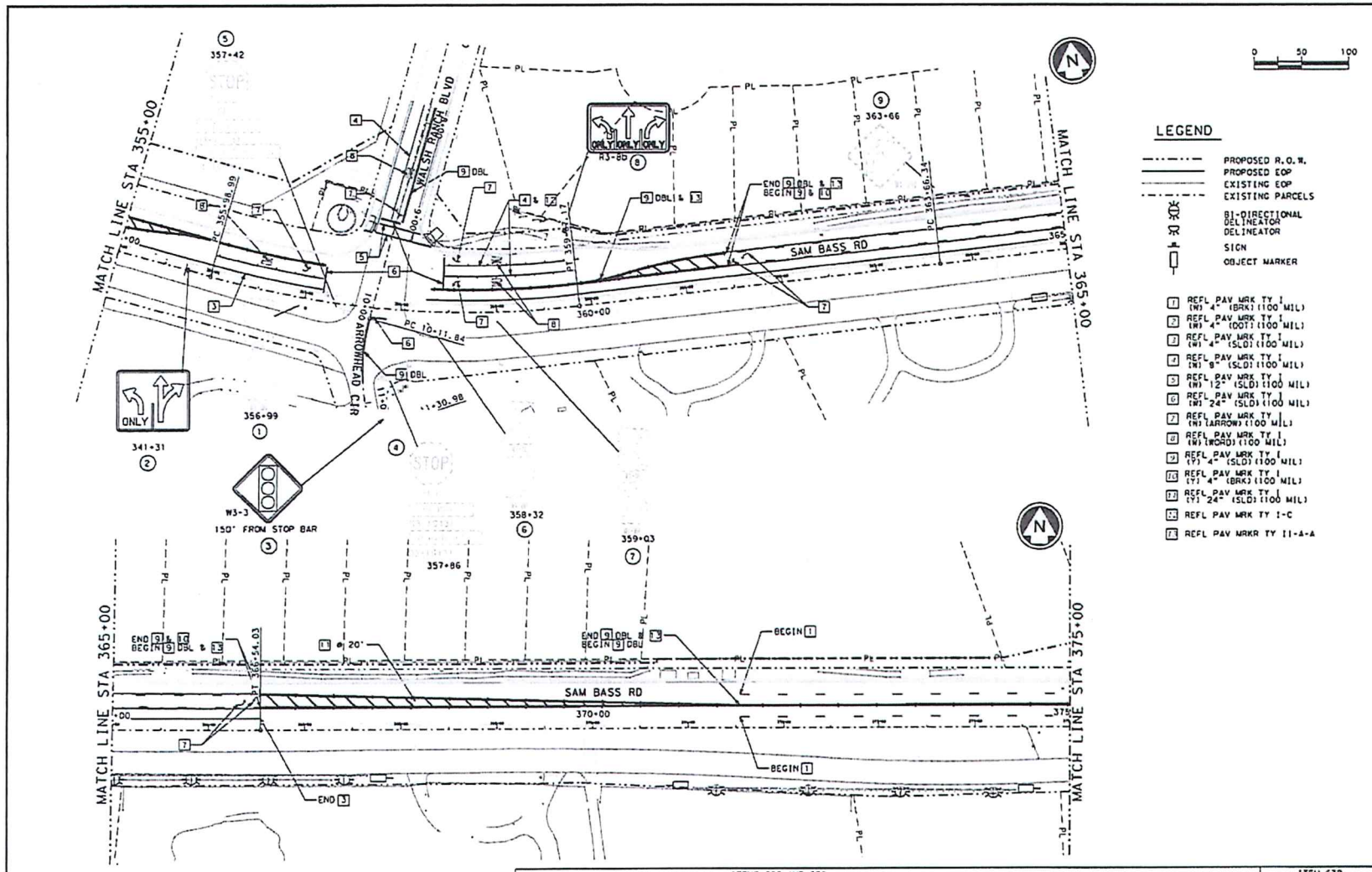
WILLIAMSON COUNTY

SHEET 9 OF 17
SCALE 1"=100'
DATE 8/16/2021
SHEET NUMBER 269 OF 517

8/16/2021 12:55:53 PM

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EXHIBIT "C"
(Page 9 of 9 Pages



ITEMS 666 AND 668													ITEM 672	
RELECTIVE PAVEMENT MARKINGS TY I/TY II													REFL PAV MRKR	
1	2	3	4	5	6	7	8	9	10	11			12	13
4" WHITE BAR	4" WHITE DOT	4" WHITE SLD	8" WHITE SLD	12" WHITE SLD	24" WHITE SLD	WHITE ARROW	WHITE WORD	4" YELLOW SLD	4" YELLOW BKN	24" YELLOW SLD			CL B REFL TY I-C	CL B REFL TY II-A-A
LF	LF	LF	LF	LF	LF	EA	EA	LF	LF	LF			EA	EA
173	0	1040	513	104	101	8	4	5788	254	252			20	238

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER: DANIEL J CRYAN, PE TDPE NO. 127112 8/16/2021

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD
SIGNING AND PAVEMENT MARKING
STA 355+00 TO STA 375+00

K·FRIESE + ASSOCIATES

WILLIAMSON COUNTY

WILLIAMSON COUNTY

SHEET 6 OF 7
SCALE 1"=100'
DATE 8/16/2021
SHEET NUMBER 270 OF 517

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EXHIBIT "D" FOLLOWS
(12 Pages)

EXHIBIT "D"

(Agreement for Sale of Property for Less than Fair Market Value
Under Section 272.001(l) of the Texas Local Government Code)

12 Pages

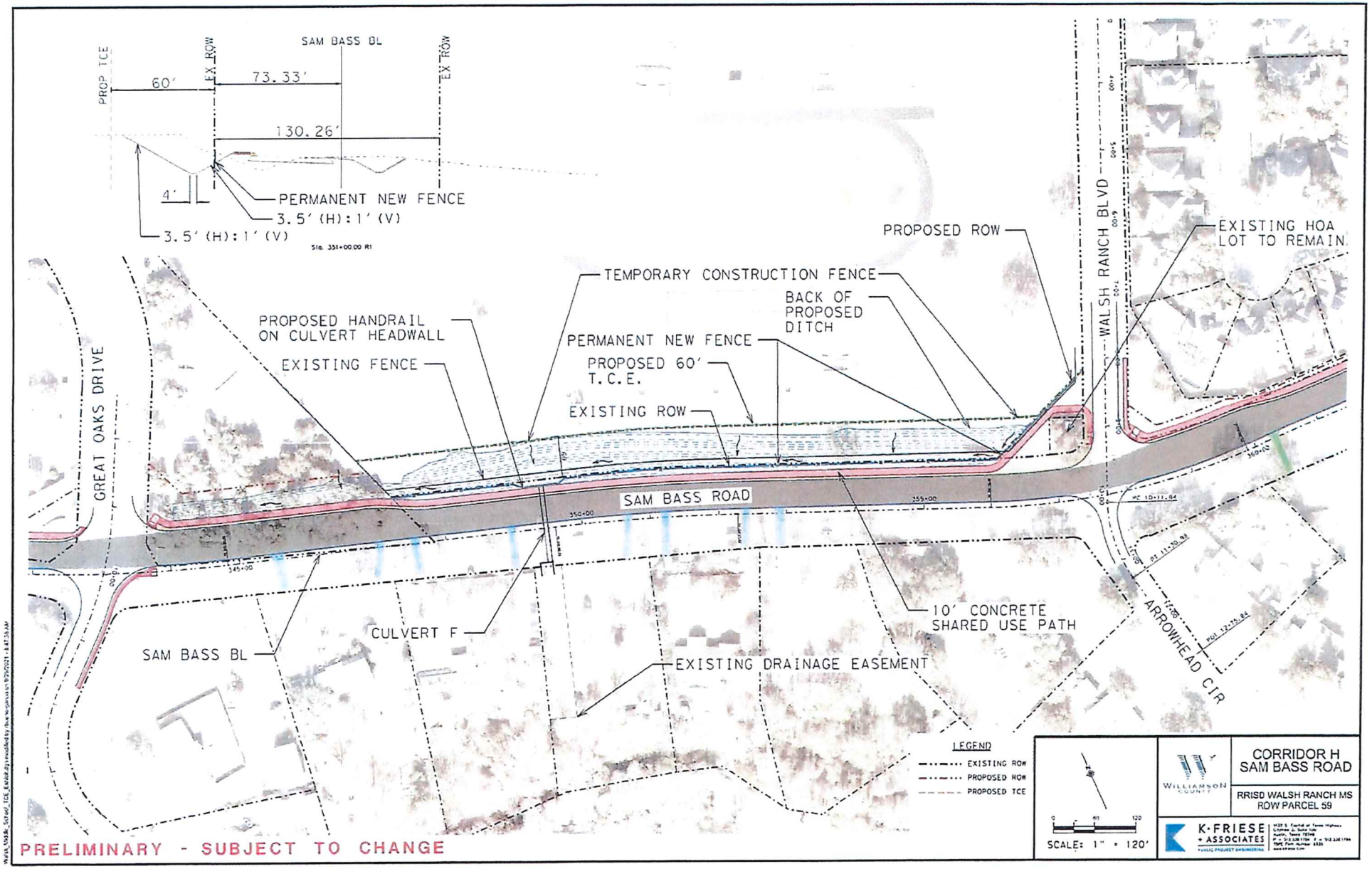


EXHIBIT "D"
(Page 2 of 12 Pages

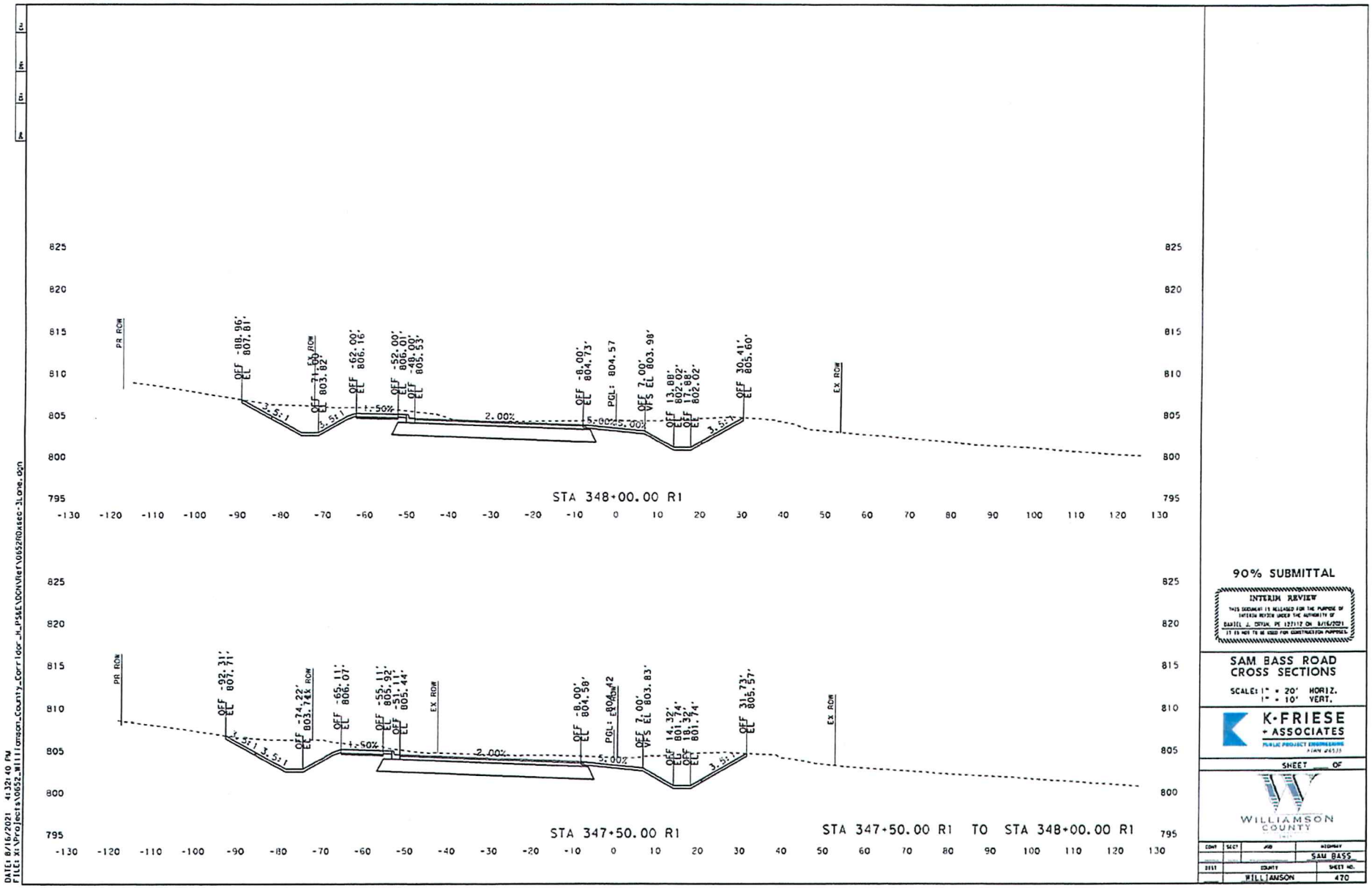


EXHIBIT "D"
(Page 3 of 12 Pages

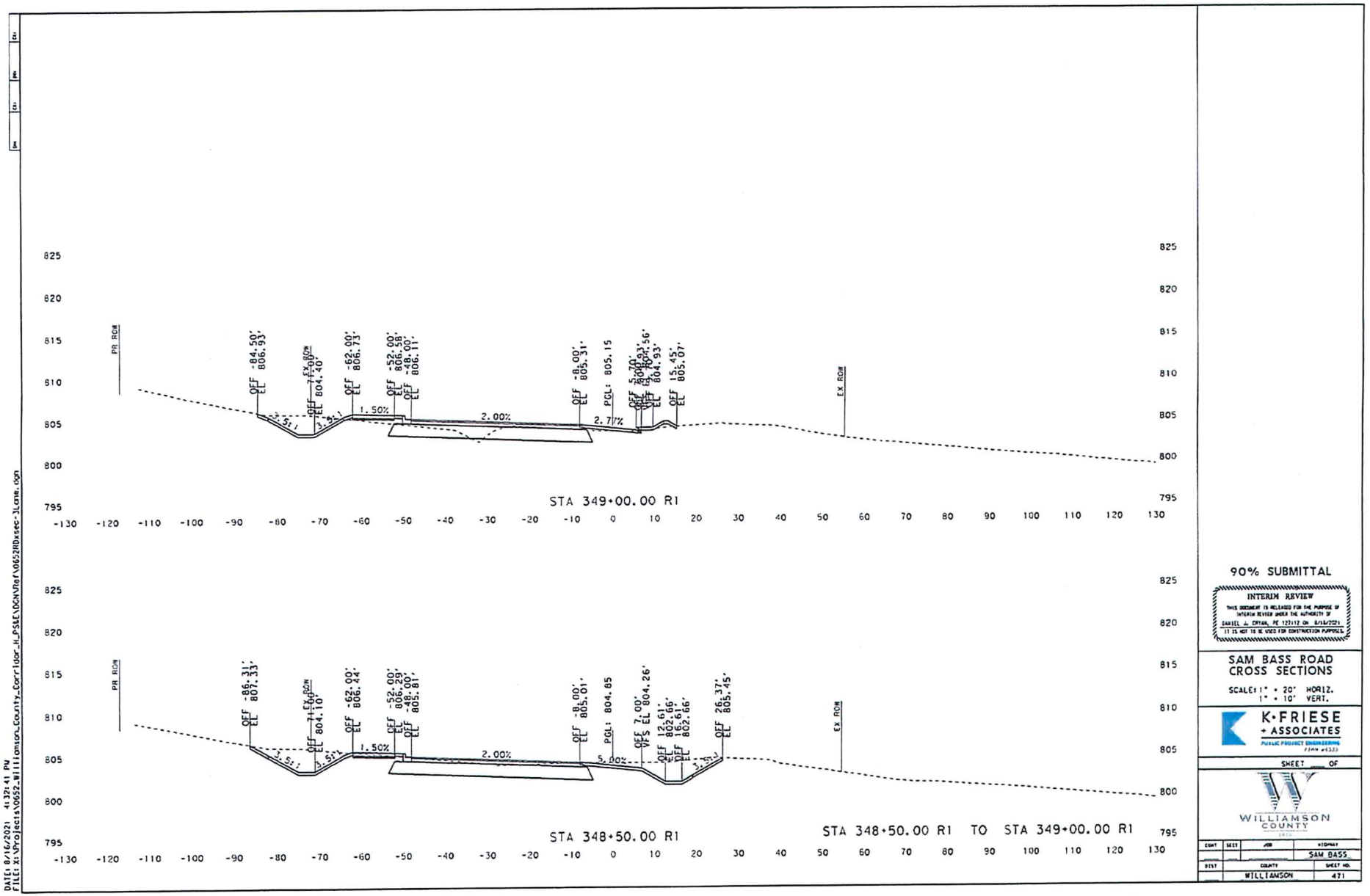
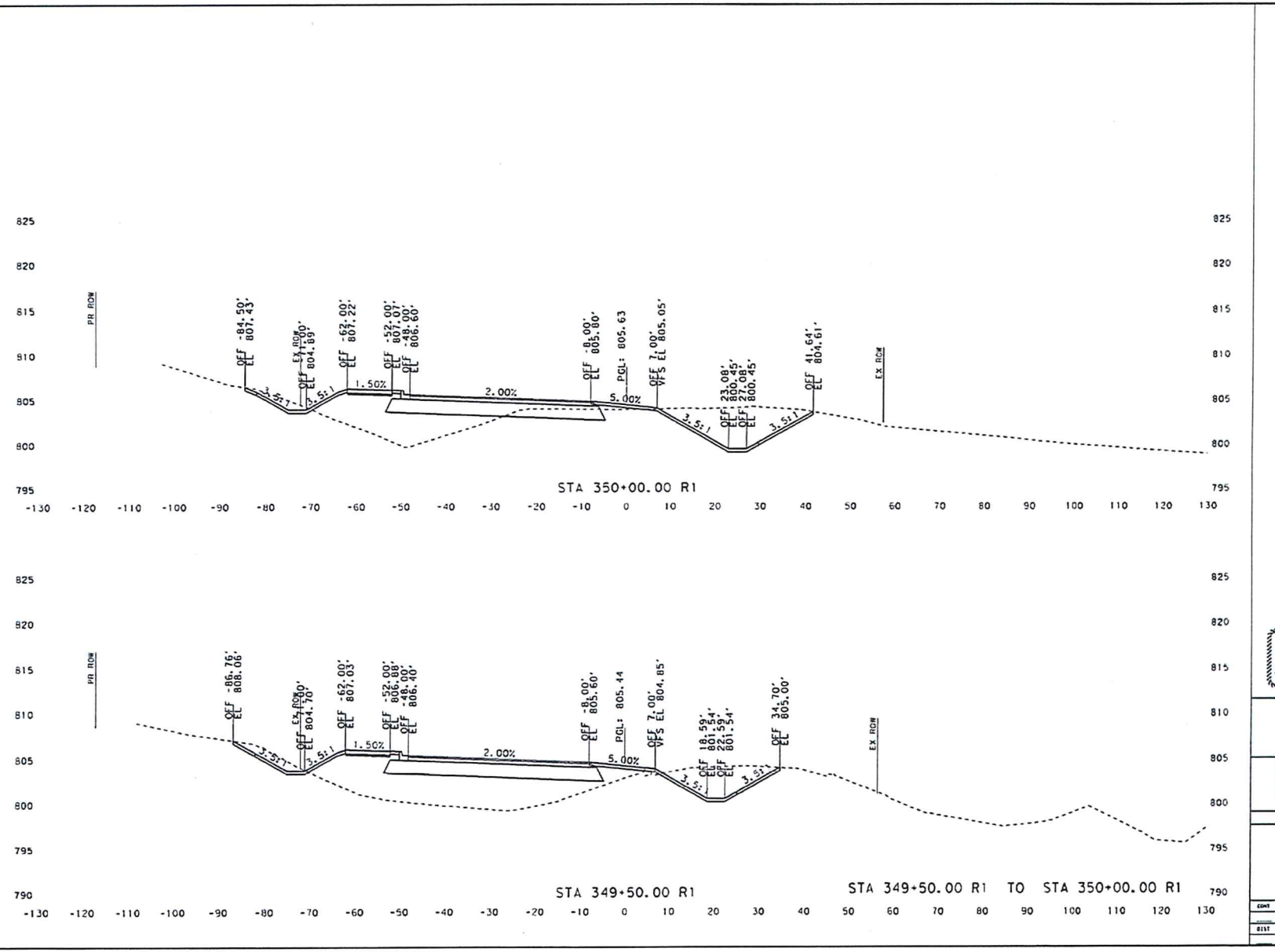


EXHIBIT "D"
(Page 4 of 12 Pages



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INTERIM REVIEW
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SAM BASS ROAD
CROSS SECTIONS

SCALE: 1" = 20' HORIZ.
1" = 10' VERT.

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
FIRM #3322

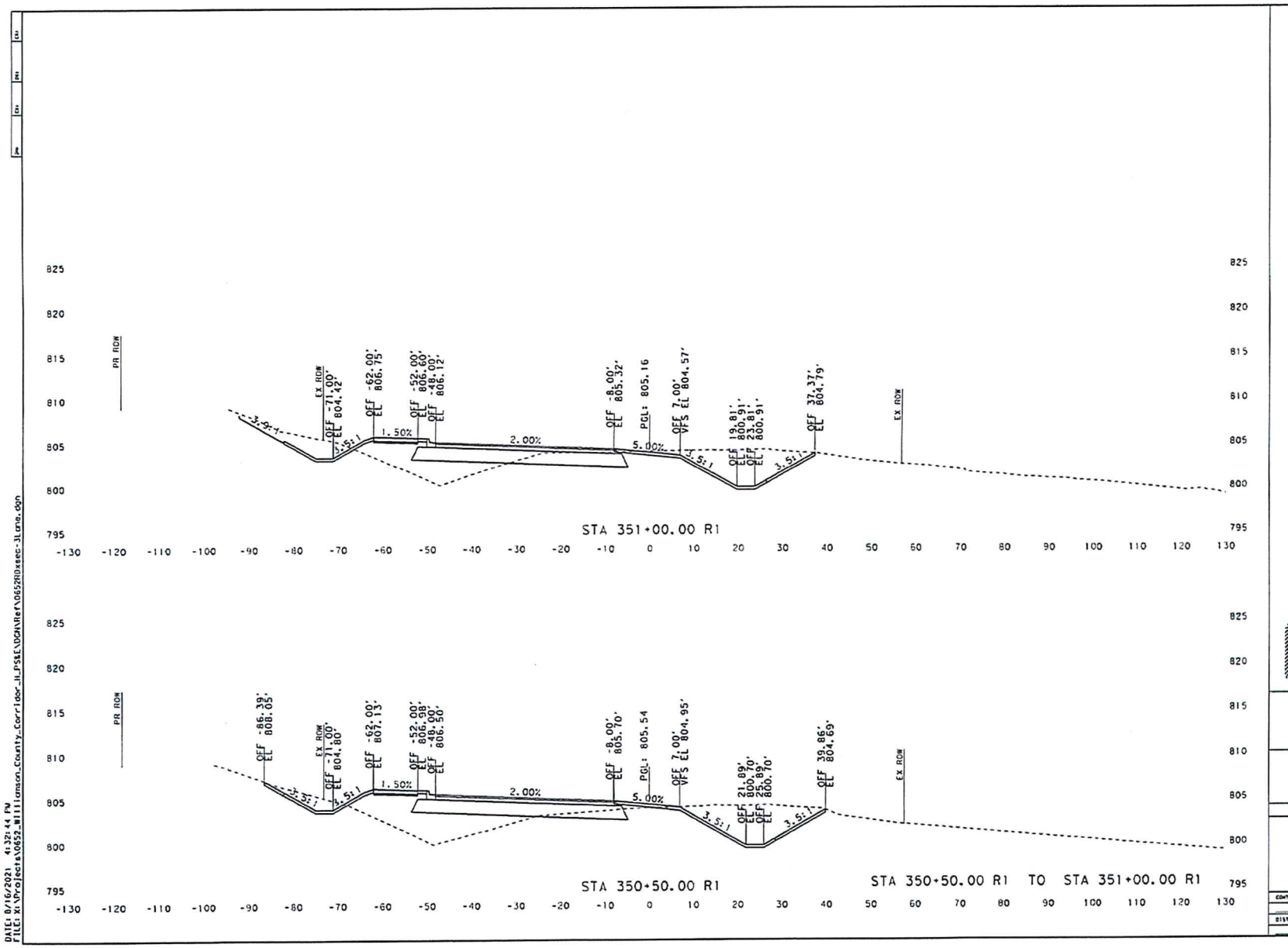
SHEET OF

WILLIAMSON COUNTY
TEXAS

CONT	SECT	JOB	HIGHWAY
			SAM BASS
DIST	COUNTY		SHEET NO.
	WILLIAMSON		472

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EXHIBIT "D"
(Page 5 of 12 Pages



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INTERIM REVIEW
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SAM BASS ROAD
CROSS SECTIONS

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1" = 10' VERT.

K-FRIESE + ASSOCIATES
PROFESSIONAL PROJECT ENGINEERING
FIRM #635

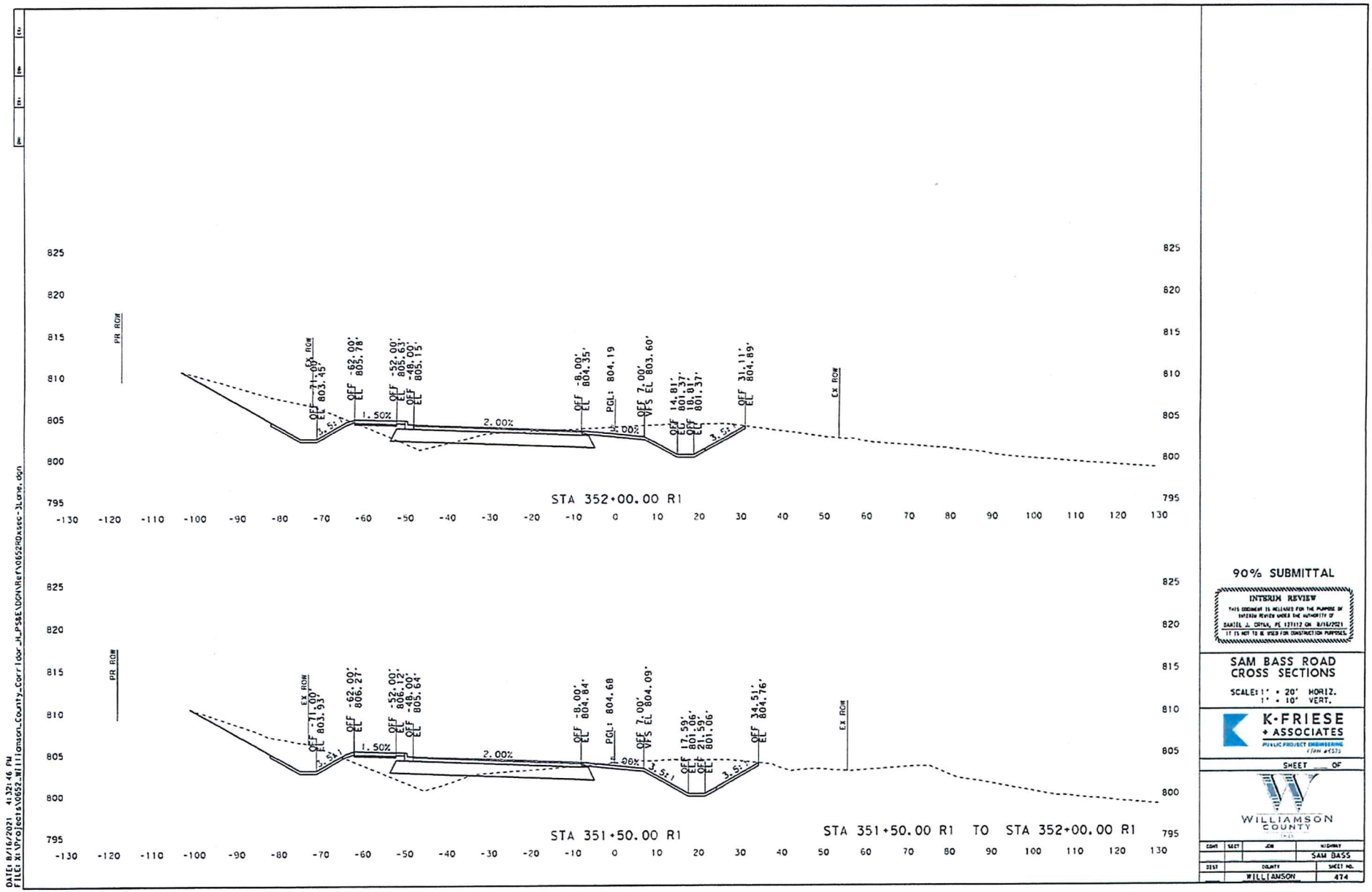
SHEET ___ OF ___

WILLIAMSON COUNTY

CONT	SECT	JOB	HIGHWAY
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DIST	COUNTY		SHEET NO.
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EXHIBIT "D"
(Page 6 of 12 Pages



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SAM BASS ROAD
CROSS SECTIONS

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1" = 10' VERT.

K-FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
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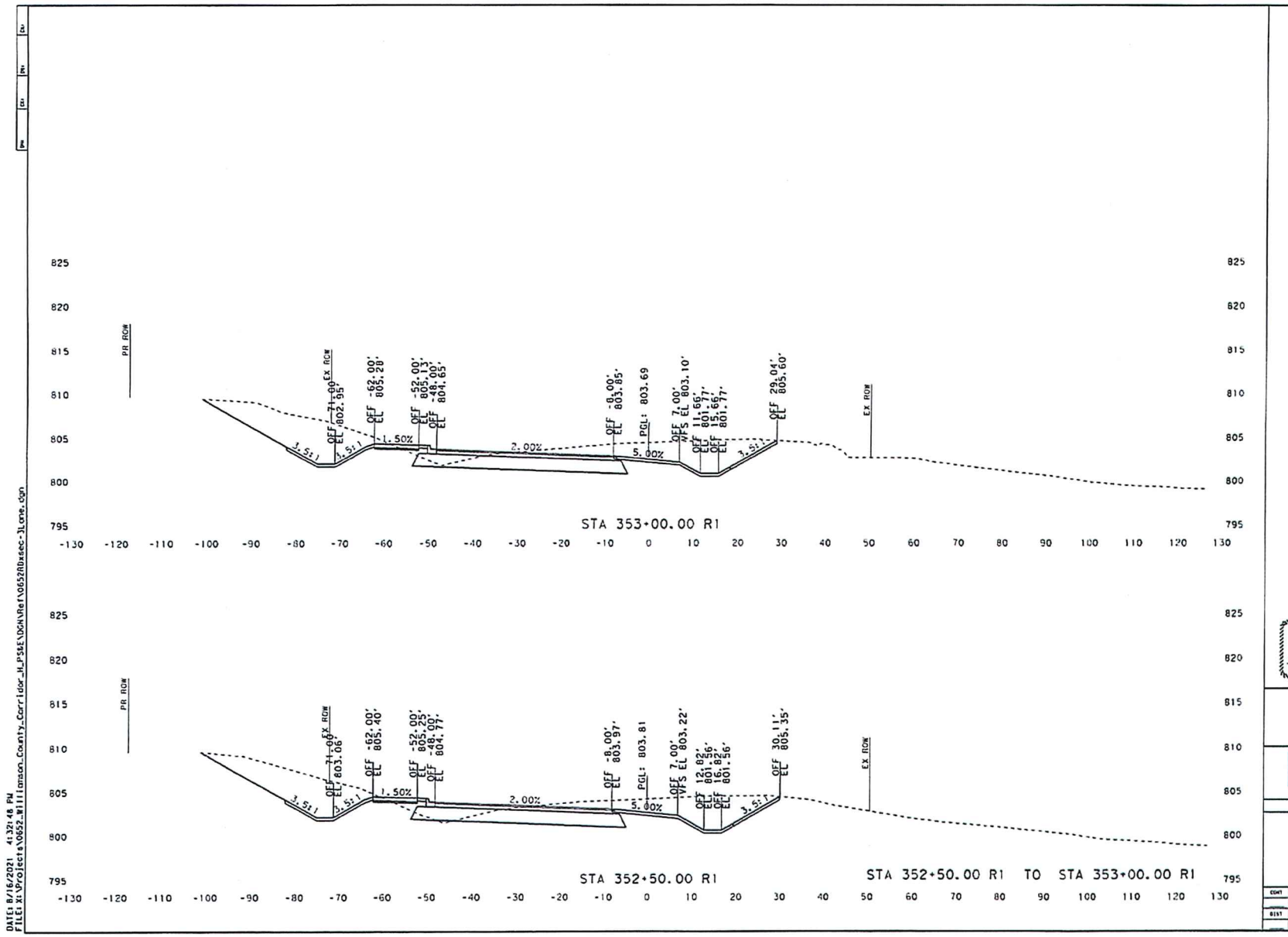
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WILLIAMSON COUNTY

CONT	SECT	JOB	HIGHWAY
			SAM BASS
DIST	COUNTY		SHEET NO.
	WILLIAMSON		474

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EXHIBIT "D"
(Page 7 of 12 Pages



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INTERIM REVIEW

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SAM BASS ROAD
CROSS SECTIONS

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1" = 10' VERT.

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
FIRM #E523

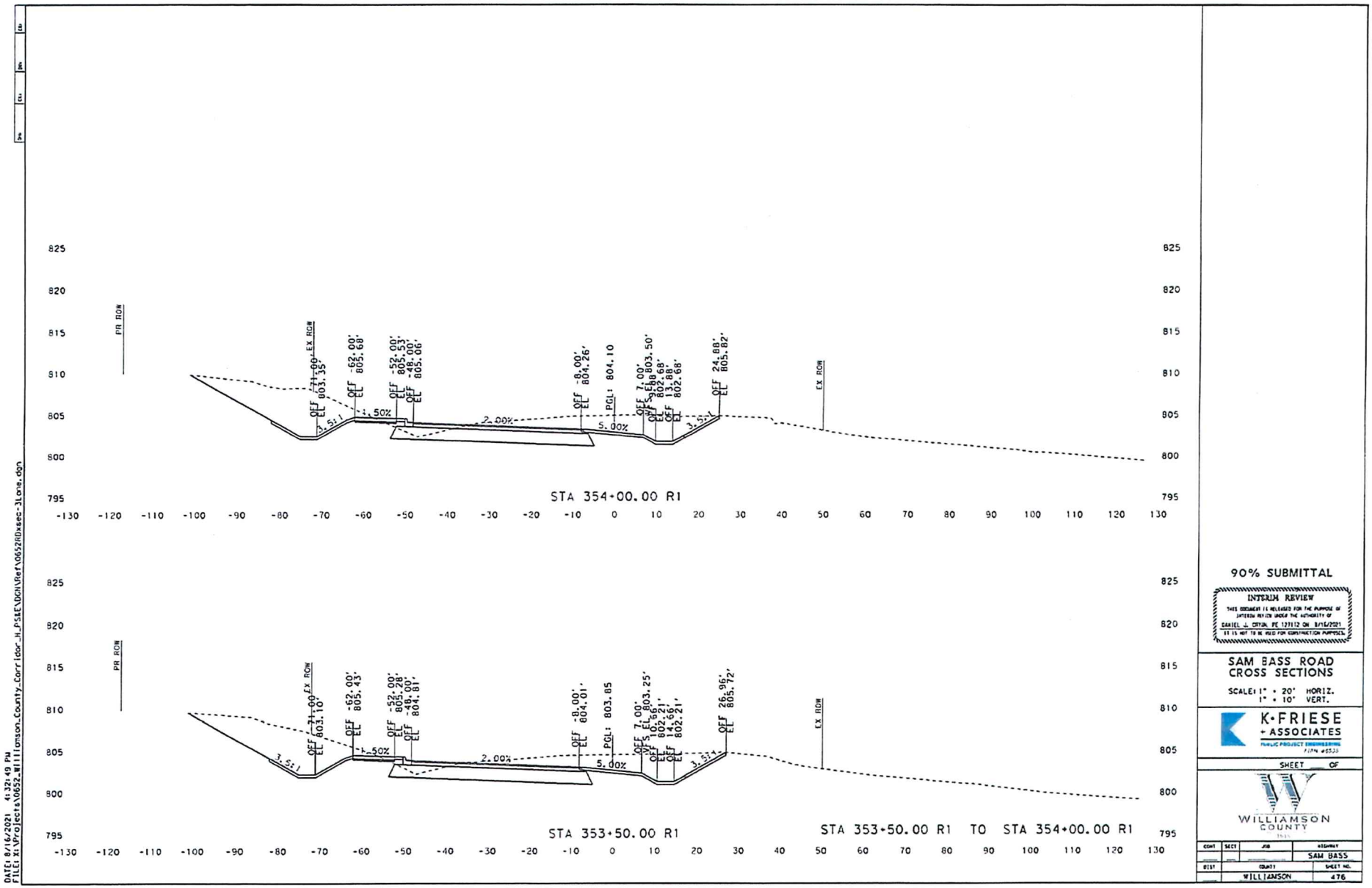
SHEET OF

WILLIAMSON COUNTY
TEXAS

CONT	SECT	JOB	HIGHWAY
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DIST	COUNTY		SHEET NO.
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EXHIBIT "D"
(Page 8 of 12 Pages



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SAM BASS ROAD
CROSS SECTIONS

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1" = 10' VERT.

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
F.I.R.M. #9520

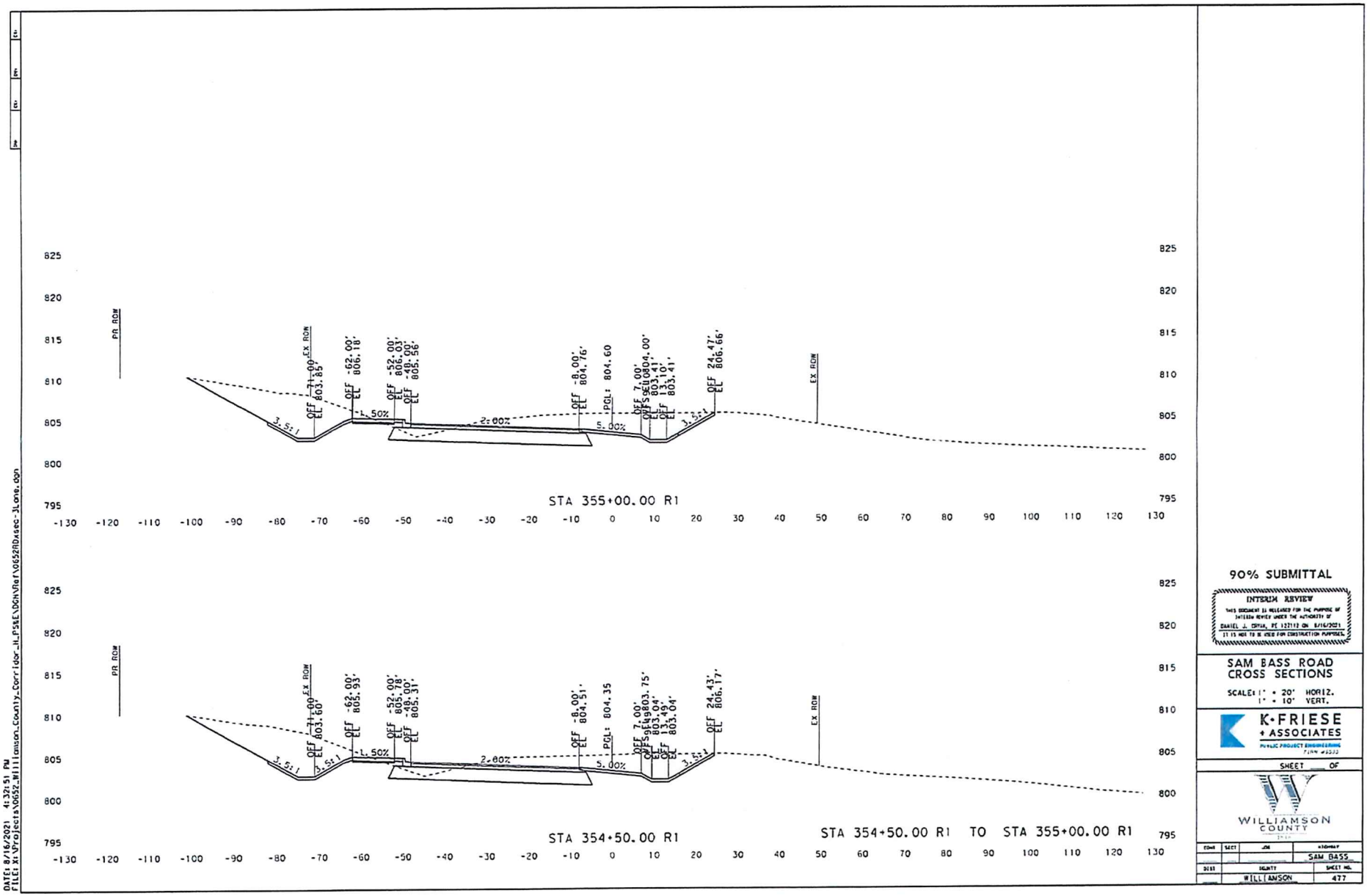
SHEET ___ OF

WILLIAMSON COUNTY TEXAS

cont	sect	job	highway
			SAM BASS
dist	county		sheet no.
	WILLIAMSON		476

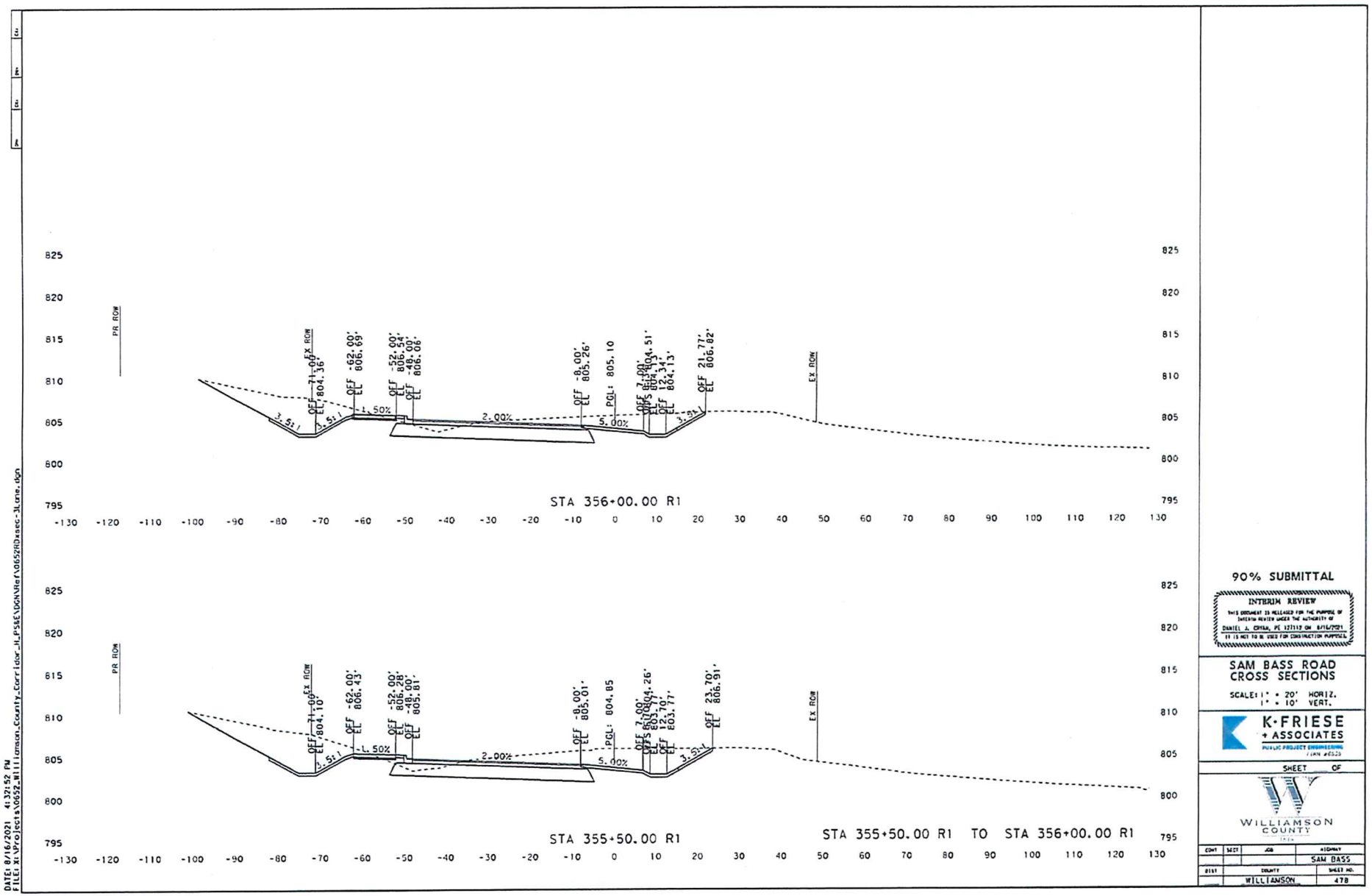
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EXHIBIT "D"
(Page 9 of 12 Pages



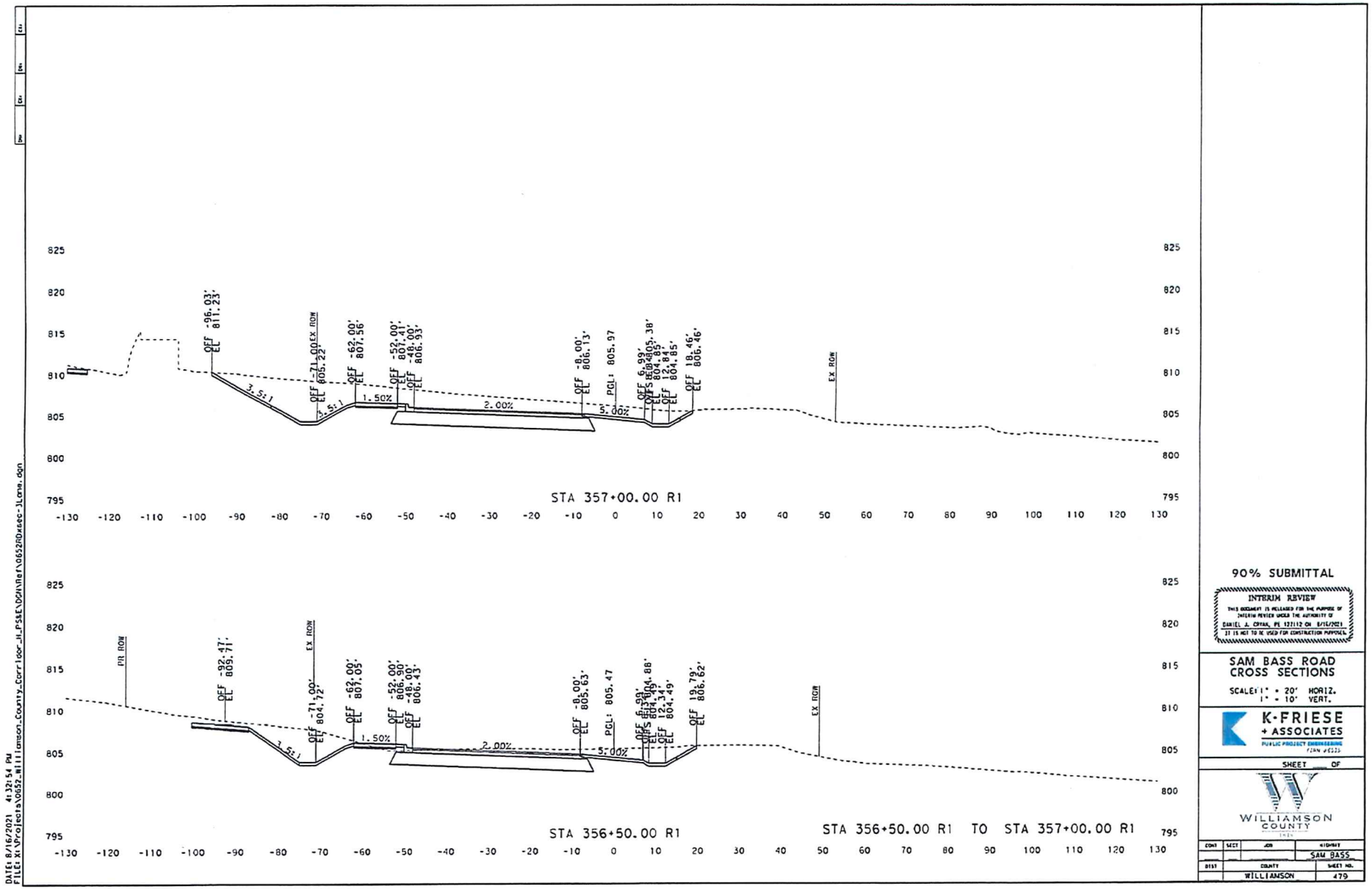
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EXHIBIT "D"
(Page 10 of 12 Pages



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EXHIBIT "D"
(Page 11 of 12 Pages



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INTERIM REVIEW

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SAM BASS ROAD
CROSS SECTIONS

SCALE: 1" = 20' HORIZ.
1" = 10' VERT.

K-FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
FIRM #2525

SHEET OF

WILLIAMSON COUNTY
TEXAS

CONT	SECT	JOB	HIGHWAY
			SAM BASS
DIST	COUNTY		SHEET NO.
	WILLIAMSON		479

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EXHIBIT "D"
(Page 12 of 12 Pages

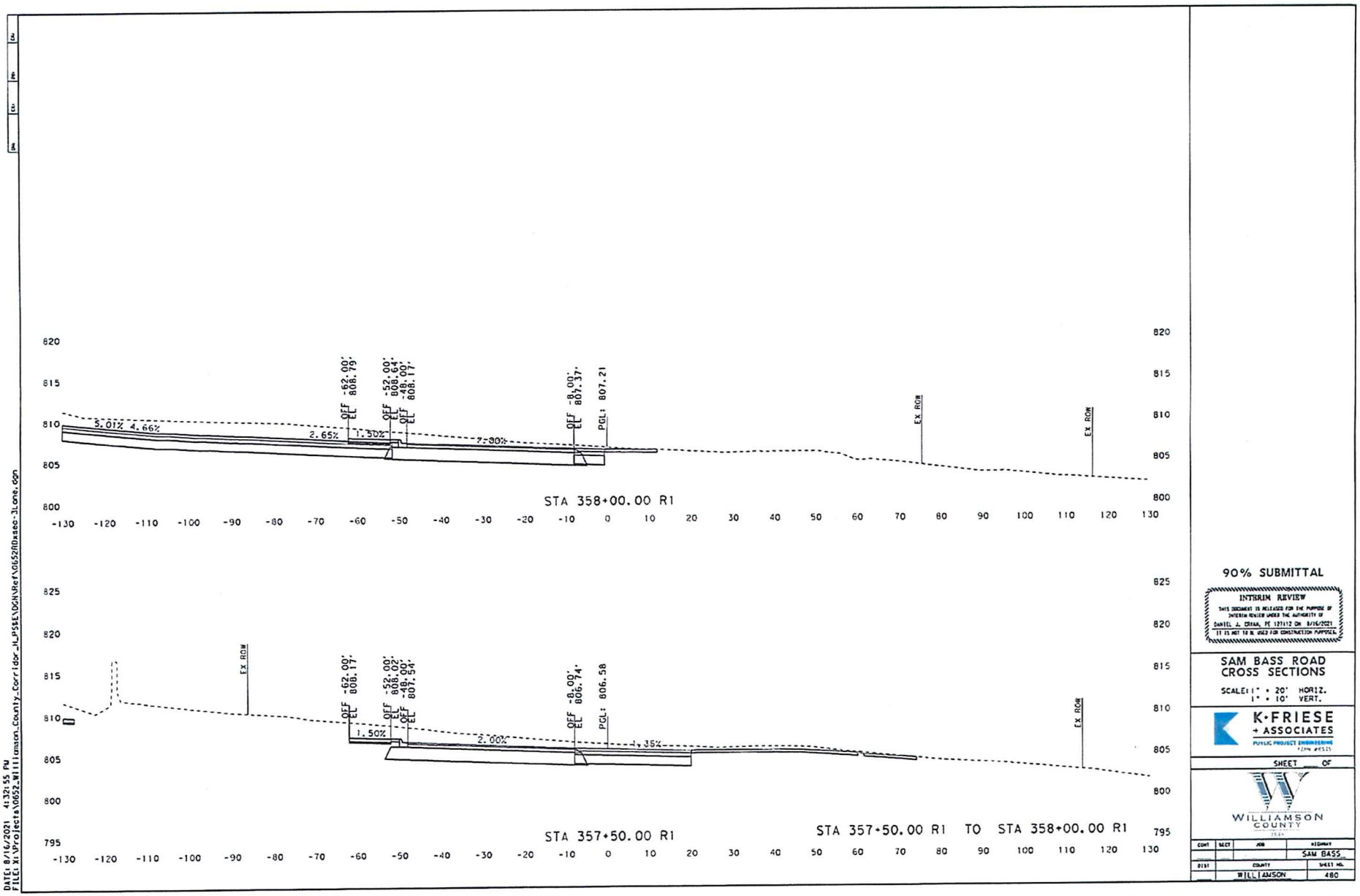


EXHIBIT "E" FOLLOWS
(3 Pages)

EXHIBIT "E"
(Agreement for Sale of Property for Less than Fair Market Value
Under Section 272.001(l) of the Texas Local Government Code)
3 Pages

DEED WITHOUT WARRANTY
(Sam Bass/Corridor H Improvements)

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That ROUND ROCK INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, hereinafter referred to as Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have this day SOLD and by these presents do GRANT, BARGAIN and CONVEY, pursuant to a resolution approved on the ___ day of _____, 2021, by Grantor's governing body, unto WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantee, 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 those certain 0.123-acre (5,351 square feet) parcel of land located in the W. Kinkaid Survey, Abstract No. 374, Williamson County, Texas, being a portion of a called 40.41 acre tract of land, described in a deed to Round Rock Independent School District, recorded December 1, 2004, in Document No. 2004092517, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX); said 0.123-acre (5,351 square feet) parcel as shown on a plat prepared by Sam, LLC, being more particularly described by metes and bounds in **Exhibit "A"** hereof, which is attached hereto and incorporated herein for all purposes, hereinafter sometimes referred to herein as the **"Property."**

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.

All other recorded and unrecorded easements, covenants, and restrictions affecting the Property, whether or not open and obvious. Without limiting the generality of the foregoing, nothing in this deed releases or otherwise impairs the public interest for any right-of-way nor Grantee's obligation to maintain any right-of-way along the Property line.

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 Sam Bass/Corridor H.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

FEE SIMPLE DETERMINABLE CONDITIONS: The Property shall be used for roadway improvements along Sam Bass Road/Corridor H, by widening Sam Bass Road as more fully described in **Exhibit "A,"** and to include signal-controlled egress and ingress to Grantor's adjacent property by Grantee and improved pedestrian pathways; improvement of storm water drainage from Grantor's adjacent property; and alleviation of traffic congestion adjacent to Grantor's campus. Together, these Fee Simple Determinable Conditions are referred to herein as "Improvements." After completion of said Improvements, the Property shall be used and maintained as a public road and related transportation facility appurtenances. An affidavit stating that the condition has been fulfilled, if not contradicted by a subsequent recorded affidavit, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on same.

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, without express or implied warranty, for as long as the Fee Simple Determinable Conditions are satisfied; and if the Fee Simple Determinable Conditions are not satisfied, the Property shall **AUTOMATICALLY REVERT** to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being Grantor's intent to convey a fee simple determinable estate to Grantee. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2021.

[signature page follows]

GRANTOR:

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTEE'S MAILING ADDRESS:

Williamson County
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN COPY TO:

Terry Worcester
Chief Operating Officer
Round Rock ISD
1311 Round Rock Avenue
Round Rock, TX 78681

Commissioners Court - Regular Session **46.**

Meeting Date: 11/09/2021

Sam Bass Rd. 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 6 claims for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462
Unit O35- Taylor Arendale
Unit O57- Philip Perez
Unit E02- Thomas Barch
Unit D17- Samuel King
Unit D06- William Higgins
Unit A08- David Lawrence

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Relocation Claim
Relocation Claim
Relocation Claim
Relocation Claim
Relocation Claim
Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:41 AM

Form Started By: Charlie Crossfield Started On: 11/04/2021 08:30 AM

Final Approval Date: 11/04/2021

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)

Taylor Delbert Arendale

☒ Individual Storage Unit #035

Parcel No: 13

County: Williamson

Project: Corridor H/Sam Bass Rd

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

Claimant's Telephone No.: [redacted]

3. Address Moved To:

4. Occupancy of Property Acquired by Williamson County:

From (Date): 2/15/2017 To (Date of Move): 10/24/2021

☐ Owner/Occupant ☒ Tenant

5. Distance Moved: Miles

7. Mover's Name and Address:

Self-Move based off approved fee schedule

Self Moved – T. D. Arendale

6. Controlling Dates	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
02/15/2017 10/22/2021

Place Stored (Name and Address):
N/A

Gave to Son

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:

a. Moving Expenses	300.00
b. Reestablishment Expenses	$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	**$300.00**

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.

T. Arendale
Signature Claimant

Date of Claim: 10/28/2021

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 300.00

11/3/2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Delbert Arendale
Tenant Personal Property Relocation Estimate			Unit Number 035
			Comments:
Type of Property		Buehler	
		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: Taylor Delbert Arendale

Unit/Space #: 35

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.

T Arendale
Signature

Date: 10/28/2021

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

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Sunday, October 31, 2021 9:34 PM
To: Danny Jackson
Cc: Sam Nassour; eric@sambassstorage.com
Subject: Re: FW: Sam Bass Storage Moves

Hi Danny,

Please see the updates below and let me know if you need more info, thanks. Michelle

- #104, Aliesha Lawhon - Confirmed, moved out
- #084, Shaun Attridge - As of 10/31 NOT moved out, still owes for October and left an engine block in unit
- #061, Jordan Reinke - Confirmed, moved out
- #033, Dell Jordan - Confirmed, moved out
- #015, Jason Minehart - Confirmed, moved out
- #032, Tracy Melnar - Confirmed, moved out
- #051, Chris Hogan - Confirmed, moved out
- #B13, Clint Shelby - Confirmed, moved out
- #035, Delbert Arendale - Confirmed, moved out
- #D17, Sam King - Confirmed, moved out
- #001, Sally Henderson - Confirmed, moved out

On 2021-10-29 14:57, Danny Jackson wrote:

> Michelle, Hi
>
> The ones that I need move out confirmation are
>
> - #104, Aliesha Lawhon
> - #084, Shaun Attridge
> - #061, Jordan Reinke
> - #033, Dell Jordan
> - #015, Jason Minehart
> - #032, Tracy Melnar
> - #051, Chris Hogan
> - #B13, Clint Shelby
> - #035, Delbert Arendale
> - #D17, Sam King
> - #001, Sally Henderson
>
> And the report with the move outs will be great.

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 35

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 10/28/2021

Taylor Delbert Arendale
Print Name

35
UNIT

Phone 409-719-7726

Email TDA1@MSN.COM

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 035

Name Delbert Arendale

Phone [redacted]

Email [redacted]

Date	Comments
10-22-2021 10-27-2021	Sent email to tenant asking for response to letter dated 7-23-21. Received call from Delbert Arendale he was asking about project and he state he has moved. I explained project and his relocation eligibility. I told him I would send him required forms for his signature.
10-28-2021 10-28-2021 10-30-2021	Prepared claim forms and sent to Mr. Arendale for signature. Verified move. Mr. Arendale returned signed claim forms.
11-03-2021	Prepared claim package and sent to Sheets and Crossfield for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Philip Perez		Project: Corridor H/Sam Bass Rd

☒ Individual Storage Unit ~~#059:~~ #057

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	4230 N. Summercrest Loop, Round Rock, TX. 78681
4. Occupancy of Property Acquired by Williamson County: From (Date): June 2016 To (Date of Move): October 2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 5 Miles 7. Mover's Name and Address: Self-Move based off approved fee schedule

6. Controlling Dates	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

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	$400.00
b. Reestablishment Expenses	$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.

10/25/2021 Philip A. Perez Jr.
Signature Claimant

Date of Claim:

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00 11-2-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Philit Perez
Tenant Personal Property Relocation Estimate			Unit Number 056
			Comments:
Type of Property		Buehler	
		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: Philip Perez

Unit/Space #: 057

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.

Philip C. Perez Sr.

Signature Date: 10/25/2021

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

Danny Jackson

Subject: FW: Sam Bass Storage Tenant Vacancy Information

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Friday, October 15, 2021 11:59 AM
To: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Cc: Eric Klingemann <eric@sambassstorage.com>; Sam Nassour <sam.nassour@rightofwayoftexas.com>
Subject: Re: Sam Bass Storage Tenant Vacancy Information

Hi Danny!

We have confirmed that ALL of the below have moved out and terminated their lease agreements.

Thanks,
Michelle

On 2021-10-12 14:03, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement:
>
> Unit #C17, Thomas Guyton
>
> Unit #110, Shane Hawkins
>
> Unit #D18, Jeff Adams
>
> Unit #057, Philip Perez
>
> Unit #089, Earnest Phillips
>
> Unit #E04, Earnest Phillips
>
> Unit # C13, Michael Dodson
>
> 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

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 057

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:

Philip A. Perez Sr. — Signature

10/25/2021 — Date

Philip A. Perez Sr. — Print Name

057 — UNIT

Phone 512-422-6482

Email gkidsrfun@gmail.com

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 057

Name Philip Perez

Phone [redacted]

Email [redacted]

Date	Comments
10-11-2021	Philip Perez call and was asking about Sam Bass Storage and his moving. I explained the project and his relocation eligibility. He has a travel trailer at the facility. He said he has moved, I told him I would prepare the claim document and sent to him for his signature.
10-12-2021 10-15-2021 10-25-2021	Prepared claim documents and sent to tenant for signature. Verified move. Mr. Perez returned signed claim documents.
11-02-2021	Claim package sent to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Thomas M Barch		Project: Corridor H/Sam Bass Rd

☒ Individual Storage Unit #E02

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	5201 RM 2243 Georgetown, TX 78628

4. Occupancy of Property Acquired by Williamson County:
From (Date): 9/1/2020 To (Date of Move): 9/1/2021

☐ Owner/Occupant ☒ Tenant

5. Distance Moved: 5.2 Miles

7. Mover's Name and Address:

Self-Move based off approved fee schedule

6. Controlling Dates	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

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	$400.00
b. Reestablishment Expenses	$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.

Thomas M Barch
Signature Claimant

Date of Claim: 10/27/2021

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00

11-2-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Tom Barch
Tenant Personal Property Relocation Estimate			Unit Number E02
			Comments:
Type of Property		Buehler	
		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: Thomas M Borch

Unit/Space #: E2

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Thomas M Borch
Signature

Date: 8/6/2021

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

Danny Jackson

From: Tom Barch <tbarch@live.com>
Sent: Wednesday, October 13, 2021 6:15 PM
To: Danny Jackson
Subject: RE: Sam Bass Storage Closure Unit E02

Danny,

I have now vacated the Sam Bass Storage Facility and have provided notice to Sam Bass. Please send the claim forms my way and I will work to complete and return.

Thanks!
Tom

From: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Sent: Monday, October 4, 2021 3:18 PM
To: Tom Barch <tbarch@live.com>
Subject: RE: Sam Bass Storage Closure Unit E02

Tom, Hi

I did receive back from you the documents that we sent out in our letter.

Because you are being displaced by the Sam Bass road project you are eligible for relocation costs associated with moving your travel trailer, we have developed a cost schedule for the costs associated with moving your personal property from Sam Bass Storage to a new location. The amount you are eligible for under this cost schedule for moving your travel trailer is $400.

At this time all I need from you is to notify me once you have vacated the storage facility, at that time I will send you the required claim forms. Please provide Sam Bass Storage the required notice to vacate as required by your lease agreement.

If you have any questions or if you need any additional information, please do not hesitate to call me.

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

From: Tom Barch <tbarch@live.com>
Sent: Monday, October 4, 2021 9:28 AM

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Friday, October 15, 2021 10:51 AM
To: Danny Jackson
Cc: Eric Klingemann
Subject: Re: Sam Bass Storage Tenant Information

Hi Danny!

Please see below updates;

- Unit # E02, Tom Barch - confirmed, moved out
- Unit #092, Eric Hartle - confirmed, moved out

There are still a few pending on your list from yesterday, I will send an update on those later today.
Thanks,
Michelle

On 2021-10-15 09:13, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement:
>
> - Unit # E02, Tom Barch
> - Unit #092, Eric Hartle
>
> Thanks,
>
> Danny
>
> **Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**
>
> **Project Manager**
>
> **Right of Way of Texas, LLC.**

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 # E2

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:

Thomas M Barrett — Signature

8/6/2021 — Date

THOMAS M BARRETT — Print Name

E2 — UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # E02

Name Tom Barch

Phone [redacted]

Email [redacted]

Date	Comments
10-04-2021	Received email from Tom Barch asking about relocation benefits for his travel trailer stored at Sam Bass Storage. I explained the project and his relocation entitlements. He said that he would let me know once he has moved.
10-13-2021 10-15-2021	Mr. Barch sent email letting me know he has moved. Prepared claim forms and sent to Mr. Christopherson for signatures.
10-15-2021 10-20-2021 11-02-2021	Vacancy verified. Signed documents returned from Mr. Barch. Claim package sent to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
SAMUEL K. NG		Project: Corridor H Sam Bass Rd

☒ Individual Storage Unit #D17

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.:	RVLANO 23401 I-35 KYLE, TEXAS 78640

4. Occupancy of Property Acquired by Williamson County:	5. Distance Moved: 49.4 Miles
From (Date): 04 / 22 / 2014 To (Date of Move): 10 / 15 / 2021	7. Mover's Name and Address:
☐ Owner Occupant ☒ Tenant	Self-Move based off approved fee schedule

6. Controlling Dates	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

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	$400.00
b. Reestablishment Expenses	$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.

Signature Claimant

Date of Claim:
10 / 19 / 2021

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $400.00

11-2-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Sam King
Tenant Personal Property Relocation Estimate			Unit Number D17
			Comments:
Type of Property		Buehler	
		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: Sam Kiwi

Unit/Space #: D 17

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.

Sam Kiwi
Signature

Date: 07/23/2021

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

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Sunday, October 31, 2021 9:34 PM
To: Danny Jackson
Cc: Sam Nassour; eric@sambassstorage.com
Subject: Re: FW: Sam Bass Storage Moves

Hi Danny,

Please see the updates below and let me know if you need more info, thanks. Michelle

- #104, Aliesha Lawhon - Confirmed, moved out
- #084, Shaun Attridge - As of 10/31 NOT moved out, still owes for October and left an engine block in unit
- #061, Jordan Reinke - Confirmed, moved out
- #033, Dell Jordan - Confirmed, moved out
- #015, Jason Minehart - Confirmed, moved out
- #032, Tracy Melnar - Confirmed, moved out
- #051, Chris Hogan - Confirmed, moved out
- #B13, Clint Shelby - Confirmed, moved out
- #035, Delbert Arendale - Confirmed, moved out
- #D17, Sam King - Confirmed, moved out
- #001, Sally Henderson - Confirmed, moved out

On 2021-10-29 14:57, Danny Jackson wrote:

> Michelle, Hi
>
> The ones that I need move out confirmation are
>
> - #104, Aliesha Lawhon
> - #084, Shaun Attridge
> - #061, Jordan Reinke
> - #033, Dell Jordan
> - #015, Jason Minehart
> - #032, Tracy Melnar
> - #051, Chris Hogan
> - #B13, Clint Shelby
> - #035, Delbert Arendale
> - #D17, Sam King
> - #001, Sally Henderson
>
> And the report with the move outs will be great.

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 # D17

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:

Sam King — Signature

07/26/2021 — Date

SAM KING — Print Name

D17 — UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # D17

Name Sam King

Phone [redacted]

Email [redacted]

Date	Comments
10-1-2021	Sam King called regarding the Sam Bass project and asking about relocation benefits for his travel trailer. I explained the project and hie eligible benefits. He said he would notify me when he moved.
10-15-2021 10-19-2021 10-20-2021 10-27-2021	Received email from Sam Kins notifying me on his move. I prepared move claim documents and sent to him for signature. Signed claim forms returned from Mr. King. Vacancy verified
11-02-2021	Claim package sent to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
WILLIAM HIGGINS		Project: Corridor H/Sam Bass Rd

☒ Individual Storage Unit #D06

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	5201 RM-2243 RONALD REGAN BLVD. GEORGETOWN, TX 78628

4. Occupancy of Property Acquired by Williamson County:		5. Distance Moved: 12 Miles
From (Date): 11/1/21	To (Date of Move): 9/23/21	7. Mover's Name and Address: Self-Move based off approved fee schedule
☐ Owner/Occupant	☒ Tenant	

6. Controlling Dates	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

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	$300.00
b. Reestablishment Expenses	$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	**$300.00**

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.

William C Higgins
Signature Claimant

Date of Claim: 10/21/21

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 300.00

11-2-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Bill Higgins
Tenant Personal Property Relocation Estimate			Unit Number D06
			Comments:
Type of Property		Buehler	[redacted]
		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: WILLIAM HIGGINS

Unit/Space #: 109

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.

William A Higgins
Signature

Date: 10/21/21

_____
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

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Tuesday, September 7, 2021 4:24 PM
To: Danny Jackson
Cc: Eric Klingemann; Sam Nassour
Subject: Re: Sam Bass Storage Tenant Vacancies

Hi Dani,

Yes, Mr. Higgins. He moved out of unit D6 most recently. (He was in unit 109, but he had moved out February 28, 2021.)

I will follow up on the other units by the end of the day tomorrow.

Thanks,
Michelle

On Tue, Sep 7, 2021 at 3:54 PM Danny Jackson <danny.jackson@rightofwayoftexas.com> wrote:

> Michelle, Hi
>
> Thanks
>
> I also have one more to add to the list below is Unit D06 William Higgins.
>
> I have a question with Mr. Higgins my spreadsheets shows him to be in Unit D6 but he sent his paperwork back showing he is in unit 109. But I am showing unit 109 to be Billy Kana.
>
> Thanks,
>
> Danny
>
> **Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**
>
> **Project Manager**
>
> **Right of Way of Texas, LLC.**

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 # D6

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:

William Higgins — Signature
8/25/21 — Date

WILLIAM HIGGINS — Print Name
D6 109 — UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # D06

Name Bill Higgins

Phone [redacted]

Email [redacted]

Date	Comments
8-26-2021 10-07-2021	Received a call from Bill Higgins tenant Unit D06. I explained relocation benefits. He said that he has moved. I prepared claim forms and sent to him for signature. Verified Move
10-20-2021 11-02-2021	Mr. Higgins returned signed claim forms. Claim package prepared and sent to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) David A Lawrence	Parcel No: 13	County: Williamson Project: Corridor H/Sam Bass Rd

☒ Individual Storage Unit #A08

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No. [redacted]	3. Address Moved To: Tres Rios RV Resort 2322 County Road 312 Glen Rose, TX 76043

4. Occupancy of Property Acquired by Williamson County:		5. Distance Moved: 146 Miles
From (Date): 07/2017	To (Date of Move): 10/8/2021	7. Mover's Name and Address: Self-Move based off approved fee schedule
☐ Owner/Occupant	☒ Tenant	

6. Controlling Dates	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

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	$400.00
b. Reestablishment Expenses	$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.

Signature Claimant

Date of Claim: 10/9/2021

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00

10-12-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name David Lawrence
Tenant Personal Property Relocation Estimate			Unit Number A08
			Comments:
Type of Property		Buehler	[redacted]
		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: David A. Lawrence

Unit/Space #: A8

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.

DA Lawrence
Signature

Date: 14 Sept 2021

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

Danny Jackson

From: David Lawrence <wales.lawrence@gmail.com>
Sent: Friday, September 17, 2021 10:19 AM
To: Danny Jackson
Subject: Re: Relocation assistance

Just to let you know. I have closed out my acct at sam bass storage. A8.

David Lawrence

On Thu, Sep 16, 2021, 8:17 AM David Lawrence <wales.lawrence@gmail.com> wrote:

> Hi Danny,
>
> I'm in lot A8 with the sam bass storage. I've been out of town so just saw your letter. Looking to find out what you mean by relocation benefits. I have a camper so it will be difficult to find comparable space in the area. I have not yet canceled my space, until I hear from you.
>
> David Lawrence

Danny Jackson

To: Michelle at Sam Bass Storage
Subject: RE: Parcel 13 Tenant Information

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Thursday, September 30, 2021 11:47 AM
To: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Cc: Eric Klingemann <eric@sambassstorage.com>; Sam Nassour <sam.nassour@rightofwayoftexas.com>
Subject: Re: Parcel 13 Tenant Information

Hi Danny,

I confirmed all tenants below have vacated their units with the exception of:

Unit #A8, David Lawrence 10-27-2021 vaified moved

Although the tenant has moved mostly out, Unit #A8 still has personal belongings in the unit. (All of which is too large and/or heavy for me to be able to lift!) Please let me know if you will close the loop with him?

Thanks,
Michelle

Michelle Klingemann
Sam Bass Covered Storage
512-669-0907
www.SamBassStorage.com
Michelle@SamBassStorage.com

On 2021-09-28 11:00, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement at Sam Bass Storage:
>
> - Unit #065, Robert Kirkpatrick
> - Unit #112, Joseph Carrizales
> - Unit #C5, Dawn Burris
> - Unit #C21, Rigo Vallejo
> - Unit #A8, David Lawrence
> - Unit #E28, Bill Schaefer
> - Unit #A13, Derron Mirtsching
> - Unit #D5, Karel Zuzak

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 # A8

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	14 Sept 2021 Date
David A. Lawrence Print Name	A8 UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # A08

Name David Lawrence

Phone [redacted]

Email [redacted]

Date	Comments
9-16-2021 9-17-2021	David Lawrence called, I explained relocation benefits and that we could pay $400.00 to move his travel trailer. He said that he would be moving in 30 days. Received email from Mr. Lawrence that he has moved.
9-28-2021 10-12-2021 10-15-2021	Prepared claim forms and email to Mr. Lawrence for signature. Claim form returned from tenant. I was unable to get a picture of the travel trailer at the storage facility I had Mr. Lawrence send me a picture to document the file. Requested that tenant finish moving personal property before claim can be processed
10-27-2021 11-2-2021	Vacancy verified Processed claim and sent to S & C for approval and payment

Commissioners Court - Regular Session **47.**

Meeting Date: 11/09/2021

Resolution for Condemnation on Sam Bass Rd.

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.266 acres) required for the construction of Sam Bass Road, and take appropriate action. (Steven M. Counts and Kelly D. Counts)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:59 AM
Form Started By: Charlie Crossfield		Started On: 11/04/2021 08:36 AM
Final Approval Date: 11/04/2021		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.266 acres (Parcel 34) described by metes and bounds in Exhibit "A" owned by **STTEVEN M. COUNTS and KELLY D. COUNTS** for the purpose of constructing, reconstructing, maintaining, and operating Corridor H (Sam Bass Rd) roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2021.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 34
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

March 25, 2021

PROPERTY DESCRIPTION FOR PARCEL 34

DESCRIPTION OF A 0.266 ACRE (11,590 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF CALLED 1.204 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO STEVEN M. COUNTS AND SPOUSE, KELLY D. COUNTS, RECORDED MAY 8, 2007 IN DOCUMENT NO. 2007038981, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.266 ACRE (11,590 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 190.89 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 316+50.30 on the east line of a called 1.887 acre tract of land, described in a deed to E.D. Thomas and wife, W.L. Thomas, recorded in Volume 1361, Page 738, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southwest corner of a called 1.00 acre tract of land, described in a deed to Phyllis C. Beckham, recorded in Document No. 2000056918, O.P.R.W.C.TX., same being the northwest corner of said 1.204 acre tract;

THENCE S 09°57'11" W, with the common line of said 1.887 acre tract and said 1.204 acre tract, a distance of 115.74 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,747.02, E=3,111,527.20) set 77.00 feet left of Sam Bass Road E.C.S 316+70.91 on the proposed north right-of-way line of Sam Bass Road, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 1.887 acre tract and said 1.204 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said 1.204 acre tract, the following two (2) courses and distances numbered 1-2:

1) S 69°47'20" E, a distance of 226.58 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 77.00 feet left of Sam Bass Road E.C.S. 318+97.48, and

2) N 70°27'11" E, a distance of 44.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.25 feet left of Sam Bass Road E.C.S. 319+31.43 on the existing west right-of-way line of Deer Trail Circle, a 50 foot wide right-of-way easement, recorded in Volume 624, Page 808, Deed Records of Williamson County, Texas (D.R.W.C.TX.);

3) **THENCE** S 65°10'15" E, departing the existing west right-of-way line of said Deer Trail Circle, continuing with the proposed north right-of-way line of said Sam Bass Road, over and across said Deer Trail Circle, a distance of 25.09 feet to a calculated point 103.23 feet left of Sam Bass Road E.C.S. 319+56.44 on the centerline of said Deer Trail Circle, for the northeast corner of the parcel described herein, said point being the beginning of a curve to the right;

THENCE departing the proposed north right-of-way line of said Sam Bass Road, with the centerline of said Deer Trail Circle, the following two (2) courses and distances numbered 4-5:

4) With said curve to the right, an arc distance of 30.34 feet, through a central angle 07°19'49", having a radius of 237.12 feet, and a chord that bears S 32°57'25" W, a distance of 30.32 feet to a calculated point, and

5) S 36°37'20" W, a distance of 47.20 feet to a calculated point, for the southeast corner of the parcel described herein;

5) **THENCE** N 65°25'45" W, over and across said Deer Trail Circle, passing at a distance of 25.56 feet a calculated point at the intersection of the existing west right-of-way line of said Deer Trail Circle and the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southeast corner of said 1.204 acre tract, and continuing with the existing north right-of-way line of said Sam Bass Road for a total distance of 261.05 feet to a 1/2-inch iron rod found, for the southeast corner of said 1.887 acre tract, same being the southwest corner of said 1.204 acre tract and the parcel described herein, from which a 1/2-inch iron rod found, for the southwest corner of said 1.887 acre tract bears N 65°36'43" W, a distance of 9.98 feet to a calculated point, and N 64°31'49" W, a distance of 144.61 feet;

THIS SPACE INTENTIONALLY LEFT BLANK

6) **THENCE** N 09°57'11" E, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 1.887 acre tract and said 1.204 acre tract, a distance of 29.25 feet to the **POINT OF BEGINNING**, and containing 0.266 acre (11,590 sq. ft.) of land, more or less of which 0.045 acre (1,953 sq. ft.) lies within the existing right-of-way of Deer Trail Circle.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



3/25/21

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

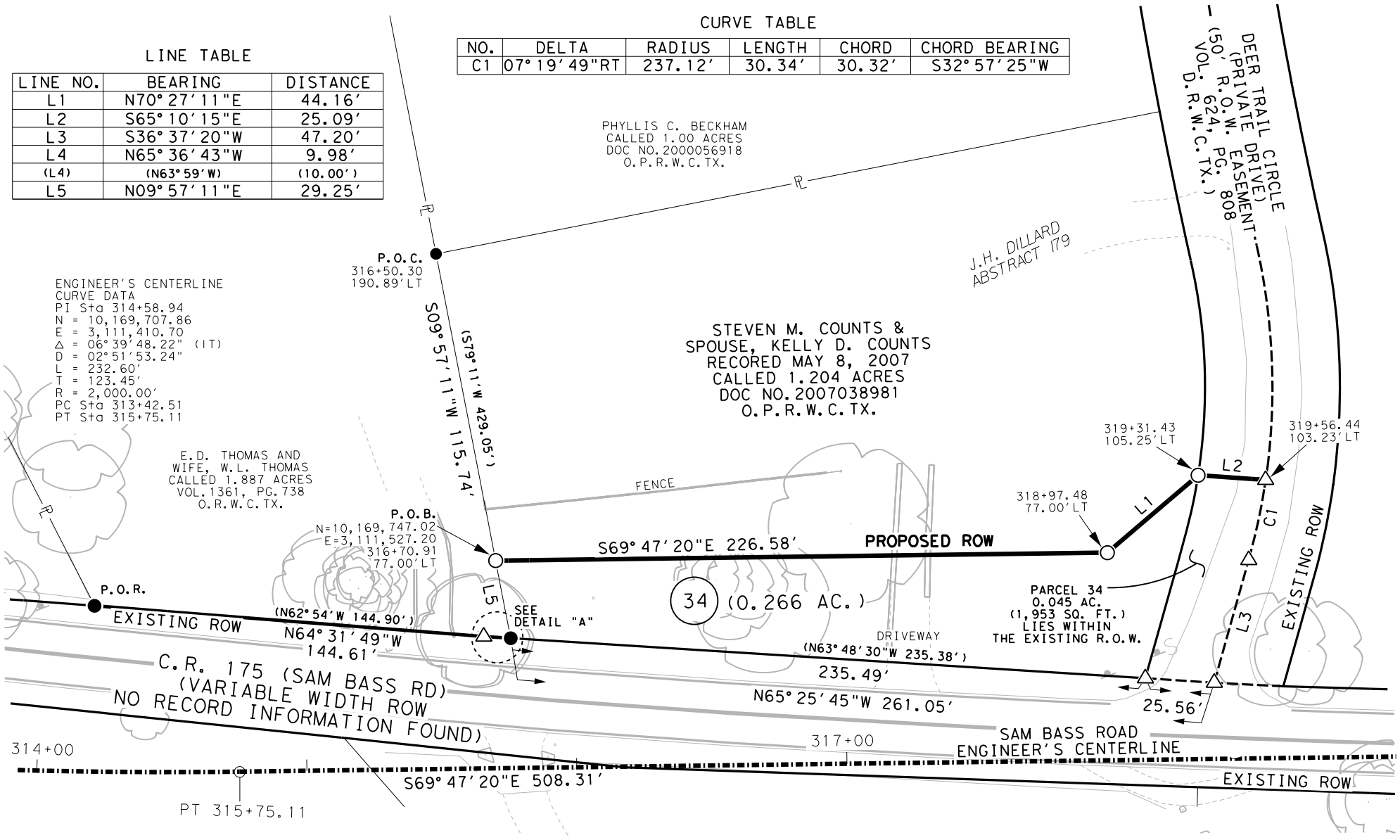
EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N70°27'11"E	44.16'
L2	S65°10'15"E	25.09'
L3	S36°37'20"W	47.20'
L4	N65°36'43"W	9.98'
(L4)	(N63°59'W)	(10.00')
L5	N09°57'11"E	29.25'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°19'49"RT	237.12'	30.34'	30.32'	S32°57'25"W



REF. FIELD NOTE NO. 46725

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\34\PLAT\01\P-34.dgn

EXISTING	1.204 AC.	ACQUIRE	0.266 AC.	REMAINING	0.982 AC. LEFT

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STEVEN M. COUNTS &
SPOUSE, KELLY D. COUNTS
PARCEL 34
0.266 AC. (11,590 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
~~/~~	DISTANCE NOT TO SCALE
---/---	DEED LINE (COMMON OWNERSHIP)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2006593, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 7, 2020, AND ISSUED DATE FEBRUARY 20, 2020.

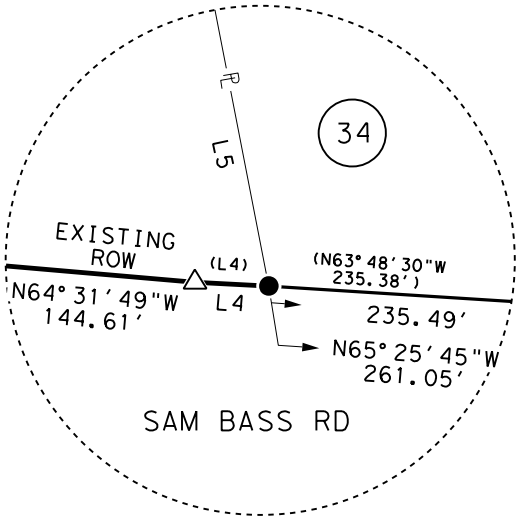
1. RESTRICTIVE COVENANTS: VOLUME 554, PG. 135, SUBJECT TO.

10F. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID, SUBJECT TO IF APPLICABLE.

G. EASEMENT FOR INGRESS AND AGRESS AND A PRIVATE RIGHT OF WAY AS SET FORTH IN VOLUME 624, PG. 808, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY FOR THE PURPOSE OF A COMMUNICATIONS EQUIPMENT STATION, RECORDED IN VOLUME 671, PG. 907, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONSITIONS, AND STIPULATIONS AS SET FORTH IN THE AGREEMENT BETWEEN THE HOWARD CORPORATION AND RAY YATES, DATED AUGUST 16, 1972, RECORDED IN VOLUME 554, PAGE 135, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.



DETAIL "A"
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2006593, EFFECTIVE DATE FEBRUARY 7, 2020, AND ISSUED DATE FEBRUARY 20, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

3/25/21

DATE

REF. FIELD NOTE NO. 46725

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\34\PLAT\01\P-34.dgn

EXISTING	1.204 AC.	ACQUIRE	0.266 AC.	REMAINING	0.982 AC. LEFT

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
STEVEN M. COUNTS &
SPOUSE, KELLY D. COUNTS
PARCEL 34
0.266 AC. (11,590 SQ. FT.)

Commissioners Court - Regular Session **48.**

Meeting Date: 11/09/2021

Resolution for Condemnation on CR 100/CR 118 Project

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.458 acres) required for the construction of CR 100/CR 118, and take appropriate action. (Affordable Shops & RV CR 119, Inc.)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:41 AM
Form Started By: Charlie Crossfield		Started On: 11/04/2021 08:38 AM
Final Approval Date: 11/04/2021		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to those two certain tracts of land being 0.458 acre (Parcel 1) described by metes and bounds in Exhibit "A" owned by **AFFORDABLE SHOPS & RV CR119, INC.** for the purpose of constructing, reconstructing, maintaining, and operating County Road 100/118 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2021.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 1
Highway: C.R. 118
Limits: From: C.R. 119
To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

June 28, 2021

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 0.458 ACRE (19,944 SQ. FT.) PARCEL OF LAND LOCATED IN THE GEORGE KEITH SURVEY, ABSTRACT NO. 370, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 45.8 ACRE TRACT OF LAND, DESCRIBED AS TRACT B IN A DEED TO AFFORDABLE SHOPS & RV CR 119, INC., RECORDED OCTOBER 2, 2018 IN DOCUMENT NO. 2018088736, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.458 ACRE (19,944 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 289.08 feet left of County Road 118 (C.R. 118) Engineer's Centerline Station (E.C.S.) 111+85.21 on the existing north right-of-way line of C.R. 118, a variable width right-of-way, no record information found, for the southwest corner of a called 2.042 acre tract of land, described in a deed to Ricky D. Kruger and wife, Cheryle Kruger, recorded in Volume 964, Page 701, Deed Records of Williamson County, Texas (D.R.W.C.TX.), same being the southeast corner of said 45.8 acre tract;

THENCE S 68°13'55" W, with the existing north right-of-way line of said C.R. 118, a distance of 617.08 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,187,044.12, E=3,166,717.41) set 68.01 feet left of C.R. 118 E.C.S 106+25.46 on the proposed north right-of-way line of C.R. 118, for the east corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 68°13'55" W, departing the proposed north right-of-way line of said C.R. 118, with the existing north right-of-way line of said C.R. 118, a distance of 382.82 feet to a calculated point on the existing north right-of-way line of C.R. 118, a variable width right-of-way, as described in a deed to Williamson County, recorded in Document No. 2015009816, O.P.R.W.C.TX., for an angle corner of said 45.8 acre tract and the parcel described herein;

THENCE with the existing north right-of-way line of said C.R. 118, the following four (4) courses and distances numbered 2-5:

2) N 21°19'08" W, a distance of 13.59 feet to a 1/2-inch iron rod found bent, for an angle corner of said 45.8 acre tract and the parcel described herein,

3) S 68°22'58" W, a distance of 85.99 feet to a 1/2-inch iron rod found bent, for an angle corner of said 45.8 acre tract and the parcel described herein,

4) N 84°53'38" W, a distance of 62.06 feet to a 1/2-inch iron rod found bent, for an angle corner of said 45.8 acre tract and the parcel described herein, and

5) S 67°55'40" W, a distance of 40.00 feet to a 1/2-inch iron rod found bent on the existing east right-of-way line of C.R. 119, a variable width right-of-way, as described in a deed to Williamson County, recorded in Document No. 2015009816, O.P.R.W.C.TX., for the southwest corner of said 45.8 acre tract and the parcel described herein,

6) **THENCE** N 21°20'32" W, with the existing east right-of-way line of said C.R. 119, a distance of 92.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 159.52 feet left of C.R. 118 E.C.S 100+73.95 on the proposed north right-of-way line of said C.R. 118, for the northwest corner of the parcel described herein, from which a 1/2-inch iron rod found bears N 21°20'32" W, a distance of 171.07 feet;

County: Williamson
Parcel No.: 1
Highway: C.R. 118
Limits: From: C.R. 119
To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

THENCE departing the existing east right-of-way line of said C.R. 119, with the proposed north right-of-way line of said C.R. 118, over and across said 45.8 acre tract, the following four (4) courses and distances numbered 7-10:

6) S 66°19'02" E, a distance of 61.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 115.92 feet left of C.R. 118 E.C.S 101+17.55, for an angle corner of the parcel described herein,

7) S 88°51'40" E, a distance of 125.43 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.01 feet left of C.R. 118 E.C.S 102+33.47, for an angle corner of the parcel described herein,

8) N 68°40'58" E, a distance of 82.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.01 feet left of C.R. 118 E.C.S 103+15.61, for an angle corner of the parcel described herein, said point being the beginning of a curve to the right, and

9) With said curve to the right, an arc distance of 325.69 feet, through a central angle 13°20'47", having a radius of 1,398.17 feet, and a chord that bears N 75°21'21" E, a distance of 324.95 feet to the **POINT OF BEGINNING**, and containing 0.458 acres (19,944 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

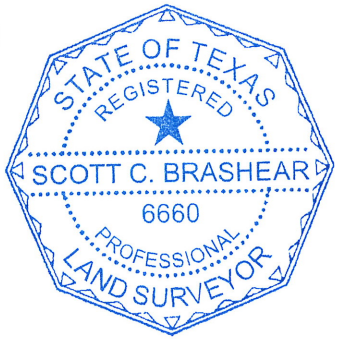
Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0001218190. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



6/28/21
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

FN 48872

SAM Job No. 52774E

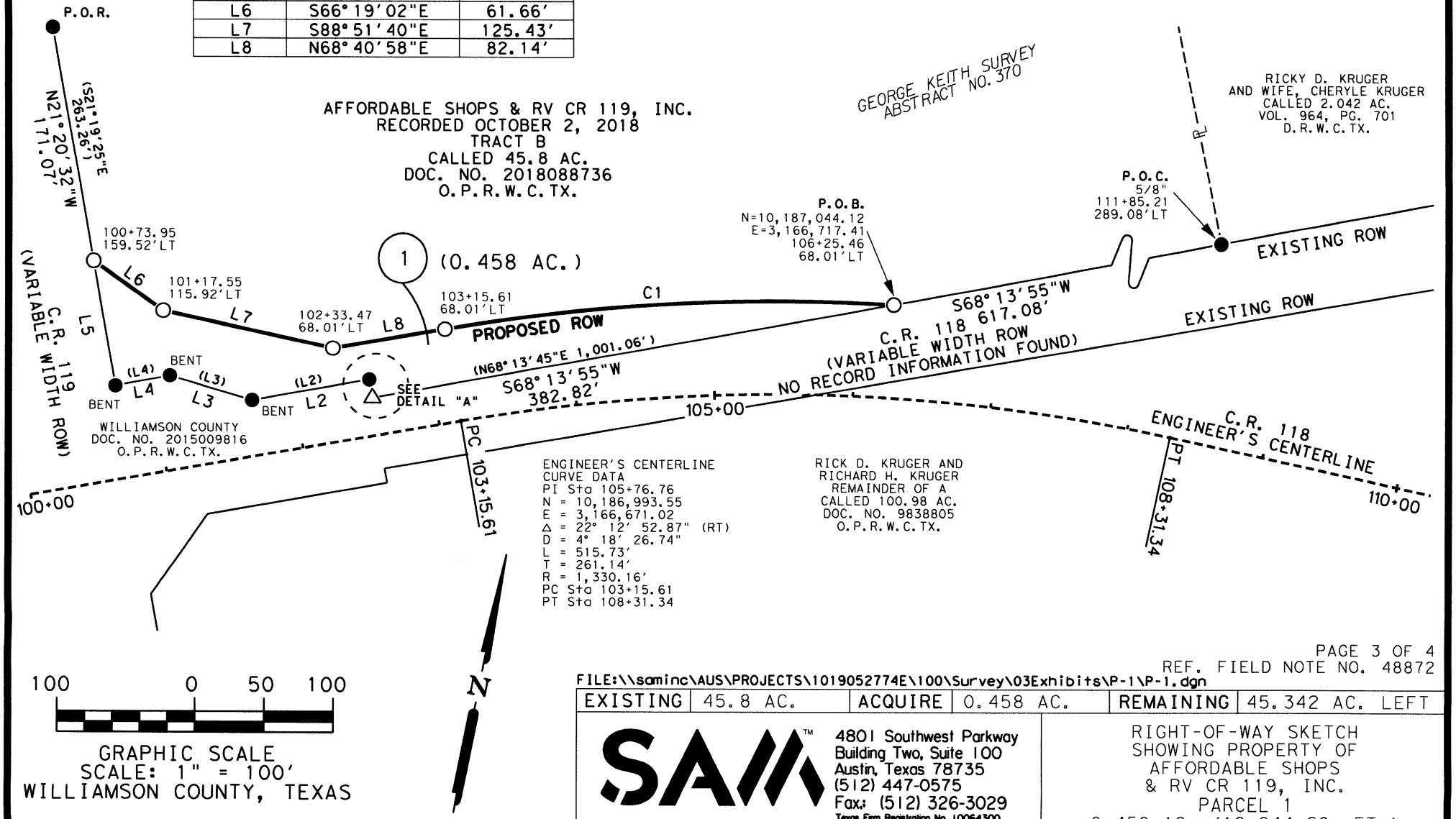
EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N21°19'08"W	13.59'
(L1)	(S21°18'28"E)	(13.59')
L2	S68°22'58"W	85.99'
(L2)	(N68°23'38"E)	(85.98')
L3	N84°53'38"W	62.06'
(L3)	(S85°02'46"E)	(62.09')
L4	S67°55'40"W	40.00'
(L4)	(N68°19'02"E)	(40.00')
L5	N21°20'32"W	92.06'
L6	S66°19'02"E	61.66'
L7	S88°51'40"E	125.43'
L8	N68°40'58"E	82.14'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°20'47"RT	1,398.17'	325.69'	324.95'	N75°21'21"E



REF. FIELD NOTE NO. 48872

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-1\P-1.dgn

EXISTING	45.8 AC.	ACQUIRE	0.458 AC.	REMAINING	45.342 AC. LEFT

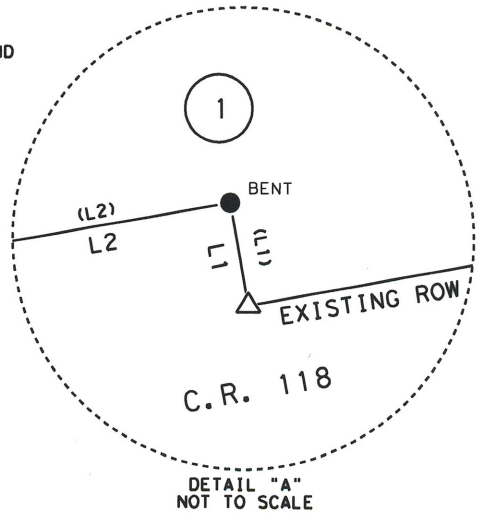
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
AFFORDABLE SHOPS
& RV CR 119, INC.
PARCEL 1
0.458 AC. (19,944 SQ. FT.)

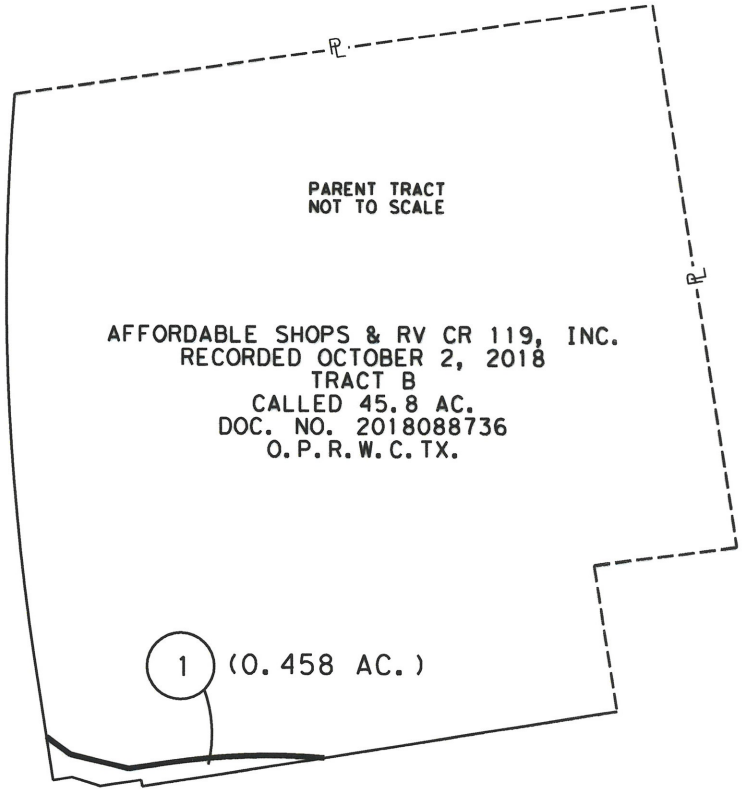
LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
⊙	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
---|---	DISTANCE NOT TO SCALE
------|------	DEED LINE (COMMON OWNERSHIP)
.....	PROPOSED TEMPORARY EASEMENT LINE

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0001218190. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 118 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM WILLIAMSON COUNTY ROAD AND BRIDGE. SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

Sam

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

6/28/21
DATE

REF. FIELD NOTE NO. 48872

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-1\P-1.dgn

EXISTING	45.8 AC.	ACQUIRE	0.458 AC.	REMAINING	45.342 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
AFFORDABLE SHOPS
& RV CR 119, INC.
PARCEL 1
0.458 AC. (19,944 SQ. FT.)

Commissioners Court - Regular Session **49.**

Meeting Date: 11/09/2021

Interlocal Agreement with City of Hutto for SE Loop

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 Segment 3 of the Southeast Loop (FM 3349) Construction Project with the City of Hutto.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hutto ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 09:00 AM
Form Started By: Charlie Crossfield		Started On: 11/04/2021 08:48 AM
Final Approval Date: 11/04/2021		

INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO SEGMENT 3 OF THE SOUTHEAST LOOP (FM 3349) 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 Hutto, 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 Segment 3 of the Southeast Loop along existing FM 3349 from CR 404 to CR 395, 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 design and construction of the County Project. The County Project includes the planning of a future controlled-access facility from SH 130 to US 79 and the design and construction of the first phase of Segment 3, a two lane divided roadway along FM 3349 from CR 404 to CR 395.

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.

2.02 Construction Plans. The County will submit the plans and specifications related to the County Project to the City.

2.03 Inspection. The City may inspect all aspects of the County Project that are within the City Limits 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.

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 for those sections of the County Project that lie within the City Limits. 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 any warranties for the County Project within the city limits to the City upon final completion and acceptance of the Project.

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, including the acquisition of right-of-way, through condemnation or otherwise. The City further agrees to accept maintenance of the County Project within the City limits.

3.02 Utility Conflicts. City and County agree to cooperate regarding the location of water and/or wastewater utilities that conflict with the new right-of-way. The City acknowledges that the County shall be responsible for all design and construction costs to relocate utility lines whether said lines are within existing right-of-way or within easements held by the City.

3.03 City Right-of-Way. The City owns two tracts abutting the proposed right-of-way for the County Project. The two tracts (ROW Tracts, Parcels 63 and 83) are described by metes and bounds in Exhibits "B" and "C". The City agrees to grant the County a license and right-of-entry on, over, and under such portions of the ROW Tracts to allow the County to relocate the existing fence on Parcel 63 and Parcel 83, within ten (10) days after receipt of a request from the County. Additionally, from Parcel 63, the City shall be responsible for dedicating a 25' utility easement to Koch Pipeline Services-Flint Hills Resources, a 50' temporary construction easement to Koch Pipeline Services-Flint Hills Resources and a 20' utility easement to Jonah SUD. The City agrees to allow the County Project to relocate the existing fence on Parcel 63 and Parcel 83 to the proposed right-of-way line.

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.

5.04 Default and Remedies. In the event that the City defaults under this Agreement, and such default is not cured within thirty (30) days after the County provides written notice to cure, County may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement. In the event that the County defaults under this Agreement, and such default is not cured, City may, in addition to any other remedy at law or in equity, immediately terminate this Agreement or seek specific performance of this Agreement.

5.05 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 the Segment 3 of the County Project shown in the plans attached hereto 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: _____
_____
_____

Attn: City Manager

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 HUTTO, TEXAS

By:_____

Name:_____

Its:_____

ATTEST:

By: _____

_____, _____ City Secretary

APPROVED AS TO FORM:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by _____ as City Manager of the City of Hutto, a Texas home-rule city, on behalf of said city.

_____
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

Limmer Loop

Precinct 4

Carpenter Dr

BRUSHY CREEK

BOGGY CREEK

Williamson County

Travis County

Text

130 TOLL

79

101

395

401

404

973

132

134

137

3349

1660

Document Path: X:\61272_WilcoDesign&PlanGEO\TerchprodGIS\MXD\EXHIBITI\Projects_Individual\SE Loop\SE_Loop_2.mxd

TEXAS

Williamson County

35

95

29

130

Project Location

Southeast Loop
SH 130 to US 79

WILLIAMSON COUNTY 1848

- Segment 1
- Segment 2
- Segment 3
- Williamson County Boundary
- Parks and Open Spaces
- Flood Hazard Area (FEMA)
- Rivers/Streams
- Roadways

N W E S

0 0.5 1

Miles

EXHIBIT B1
PROPERTY DESCRIPTION FOR PARCEL 63

DESCRIPTION OF A 3.948 ACRE (171,971 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO THE CITY OF HUTTO, TEXAS RECORDED IN DOCUMENT NO. 2017098333 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 3.948 ACRE (171,971 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,166,487.34 E=3,191,963.27 TxSPC Zone 4203) set, being in the northerly boundary line of said 10.00 acre tract, same being the easterly boundary line of that called remainder of the 64.814 acre tract of land described in Warranty Deed to FM 3349 Holdings, LLC recorded in Document No. 2006048396 of the Official Public Records of Williamson County, Texas in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819" found, being the northwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears with said common boundary line, N 82°33'34" W, at a distance of 599.27 feet;

1) **THENCE**, departing said proposed westerly ROW line, with said common boundary line, **S 82°33'34" E,** for a distance of **300.71** feet to an iron rod with plastic cap stamped "RPLS 3819" found in the existing westerly ROW line of F.M. 3349 (100' ROW width), being in the westerly line of that called 7.2773 acre ROW tract described in Deed to the State of Texas recorded in Volume 669, Page 359 of the Deed Records of Williamson County, Texas, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract, also being the northeasterly corner of said 10.00 acre tract, for the northeasterly corner of the herein described parcel;

2) **THENCE,** with said existing westerly ROW line and the westerly line of said 7.2773 acre ROW tract, same being the easterly boundary line of said 10.00 acre tract, **S 07°26'05" W,** for a distance of **486.93** feet to an iron rod with plastic cap stamped "RPLS 3819" found, being the southeasterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract, for the southeasterly corner of the herein described parcel, and from which, an iron rod found in the northerly line of that called 0.84 acre tract of land (20 foot wide lane) described in Volume 347, Page 145 (Tract No. 3) and cited as being an access easement in Volume 1066, Pg. 459, both of the Deed Records of Williamson County, Texas bears S 38°13'07" W, at a distance of 11.82 feet and also from which, an iron rod found with plastic cap (unreadable) found, being the southeasterly corner of said remainder of the 64.814 acre tract and said 0.84 acre lane, same being the northeasterly corner of that called 92.278 acre tract of land described in Special Trust Distribution Warranty Deed to Walnut Corner, LLC recorded in Document No. 2003043723 of the Official Public Records of Williamson County, Texas in said existing westerly ROW line bears S 07°26'05" W, at a distance of 30.00 feet;

3) **THENCE**, departing said existing westerly ROW line, with the common boundary line of said 10.00 acre tract and said remainder of the 64.814 acre tract, **N 82°11'30" W,** for a distance of **415.63** feet to an iron rod with aluminum cap stamped "ROW 4933" set in said proposed westerly ROW line of said F.M. 3349, for the southwesterly corner of the herein described parcel, and from which, the calculated southwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears N 82°11'30" W, at a distance of 484.40 feet;

4) **THENCE**, with said proposed westerly ROW line, through the interior of said 10.00 acre tract, along a curve to the left, having a delta angle of **05°37'56",** a radius of **5,065.00** feet, passing at an arc length of 29.00 feet an iron rod with aluminum cap stamped "ADL" set for the beginning of an Access Denial Line, and continuing with said ADL for a total arc length of **497.90** feet and a chord which bears **N 20°47'01" E,** for a distance of **497.70** feet to the end of said Access Denial Line and the **POINT OF BEGINNING**, containing 3.948 acre, (171,971 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 468.90 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

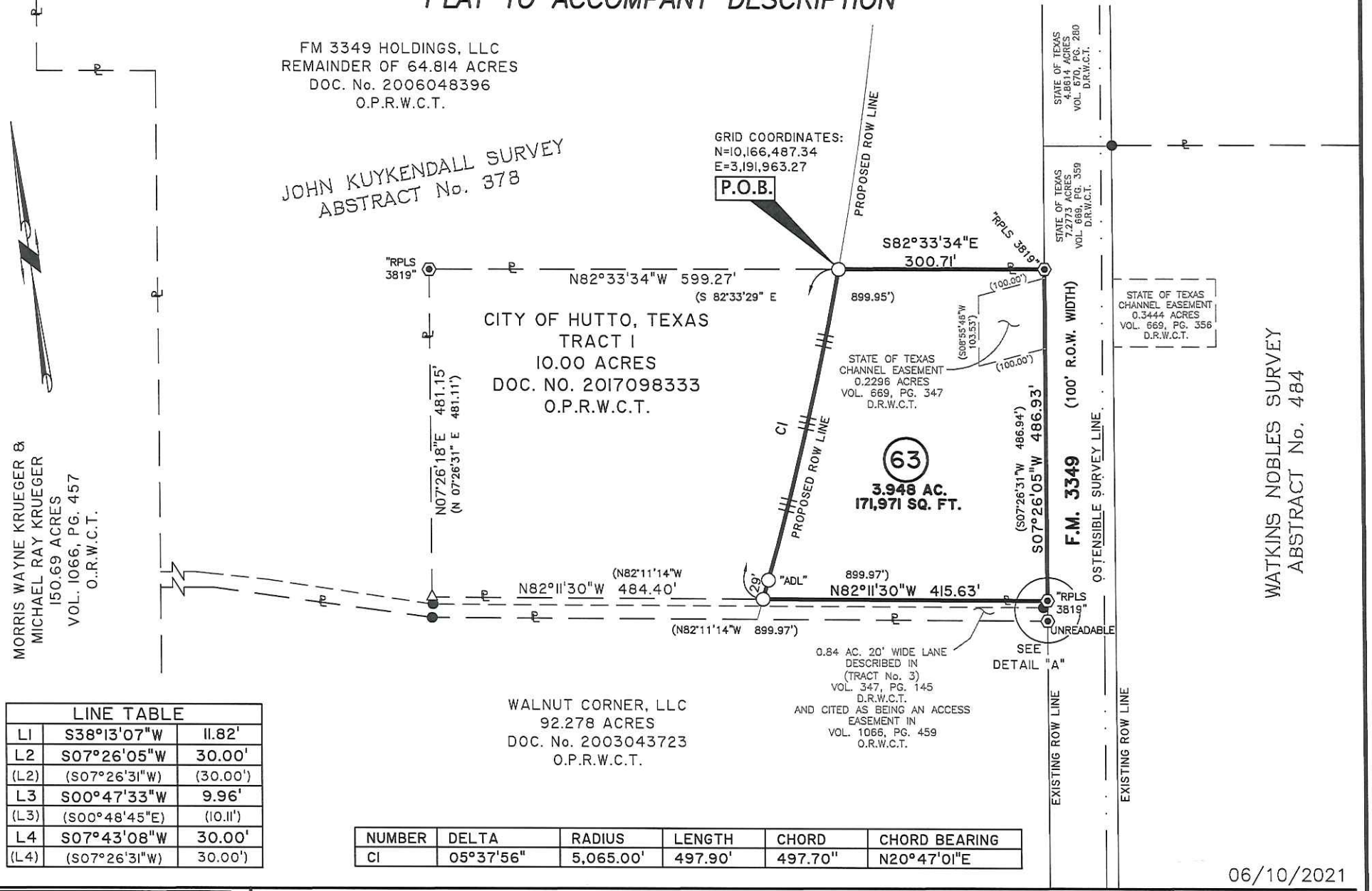
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 23 June 2021
Date

M Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
LI	S38°13'07"W	11.82'
L2	S07°26'05"W	30.00'
(L2)	(S07°26'31"W)	(30.00')
L3	S00°47'33"W	9.96'
(L3)	(S00°48'45"E)	(10.11')
L4	S07°43'08"W	30.00'
(L4)	(S07°26'31"W)	30.00')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
CI	05°37'56"	5,065.00'	497.90'	497.70"	N20°47'01"E

06/10/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

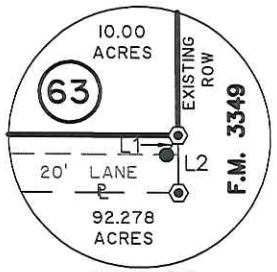
CITY OF HUTTO, TEXAS

PARCEL 63

SCALE		PROJECT	
1" = 200'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 4

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\PARCEL 63-CITY OF HUTTO.dwg

EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION



DETAIL "A"
N.T.S.

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET UNLESS NOTED OTHERWISE
⊛	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
— ||| —	ACCESS DENIAL LINE

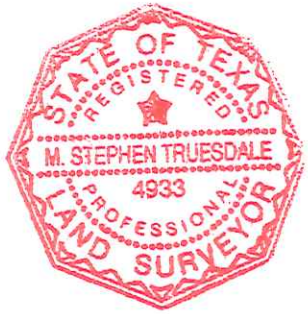
1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83,CENTRAL ZONE.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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 23 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



06/10/2021

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF HUTTO, TEXAS

SCALE		PROJECT	
1" = 200'	WILLIAMSON COUNTY	FM 3349	PARCEL 63

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\PARCEL 63-CITY OF HUTTO.dwg

EXHIBIT B2
PROPERTY DESCRIPTION FOR PARCEL 63 - G.E.

DESCRIPTION OF A 0.286 ACRE (12,444 SQUARE FOOT), PARCEL OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO THE CITY OF HUTTO, TEXAS RECORDED IN DOCUMENT NO. 2017098333 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.286 ACRE (12,444 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated corner (Grid Coordinates determined as N=10,166,493.27 E=3,191,917.89 TxSPC Zone 4203) set, being in the northerly boundary line of said 10.00 acre tract, same being the easterly boundary line of that called remainder of the 64.814 acre tract of land described in Warranty Deed to FM 3349 Holdings, LLC recorded in Document No. 2006048396 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819, being the northwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears N 82°33'34" E, at a distance of 553.49 feet;

1) **THENCE**, with said common boundary line, **S 82°33'34" E,** for a distance of **25.43** feet to a calculated point, being the northwesterly corner of a proposed 20 foot wide waterline easement, for the northeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "ROW 4933" set in the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being the northeasterly corner of said proposed 20 foot wide waterline easement, bears with said common boundary line, S 82°33'34" E, at a distance of 20.34 feet;

2) **THENCE,** departing said 64.814 acre tract, through the interior of said 10.00 acre tract, with the westerly line of said proposed 20 foot wide waterline easement, along a curve to the right, having a delta angle of **05°39'16",** a radius of **5,045.00** feet, an arc length of **497.87** feet and a chord which bears **S 20°50'12" W,** for a distance of **497.67** feet to a calculated point in the southerly boundary line of said 10.00 acre tract, same being in said easterly boundary line of the remainder of the 64.814 acre tract, being the southwesterly corner of said proposed 20 foot wide waterline easement, for the southeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "ROW 4933" set in said proposed westerly ROW line of F.M. 3349, being the southeasterly corner of said proposed 20 foot wide waterline easement, bears with said common boundary line, S 82°11'30" E, at a distance of 20.79 feet;

3) **THENCE**, departing said proposed waterline easement, with the common boundary line of said 10.00 acre tract and said remainder of the 64.814 acre tract, **N 82°11'30" W,** for a distance of **25.99** feet to a calculated point, for the southwesterly corner of the herein described parcel, and from which, the calculated southwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears N 82°11'30" W, at a distance of 437.62 feet;

4) **THENCE**, departing said 64.814 acre tract, through the interior of said 10.00 acre tract, along a curve to the left, having a delta angle of **05°40'56",** a radius of **5,020.00** feet, an arc length of **497.84** feet and a chord which bears **N 20°54'14" E,** for a distance of **497.64** feet to the **POINT OF BEGINNING**, containing 0.286 acre, (12,444 square feet) of land, more or less.

NOTE: There is also a 50 foot wide Temporary Construction Easement (T.C.E.) parallel and westerly of Call 4 of the above description, as depicted on the accompanying Parcel Plat.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

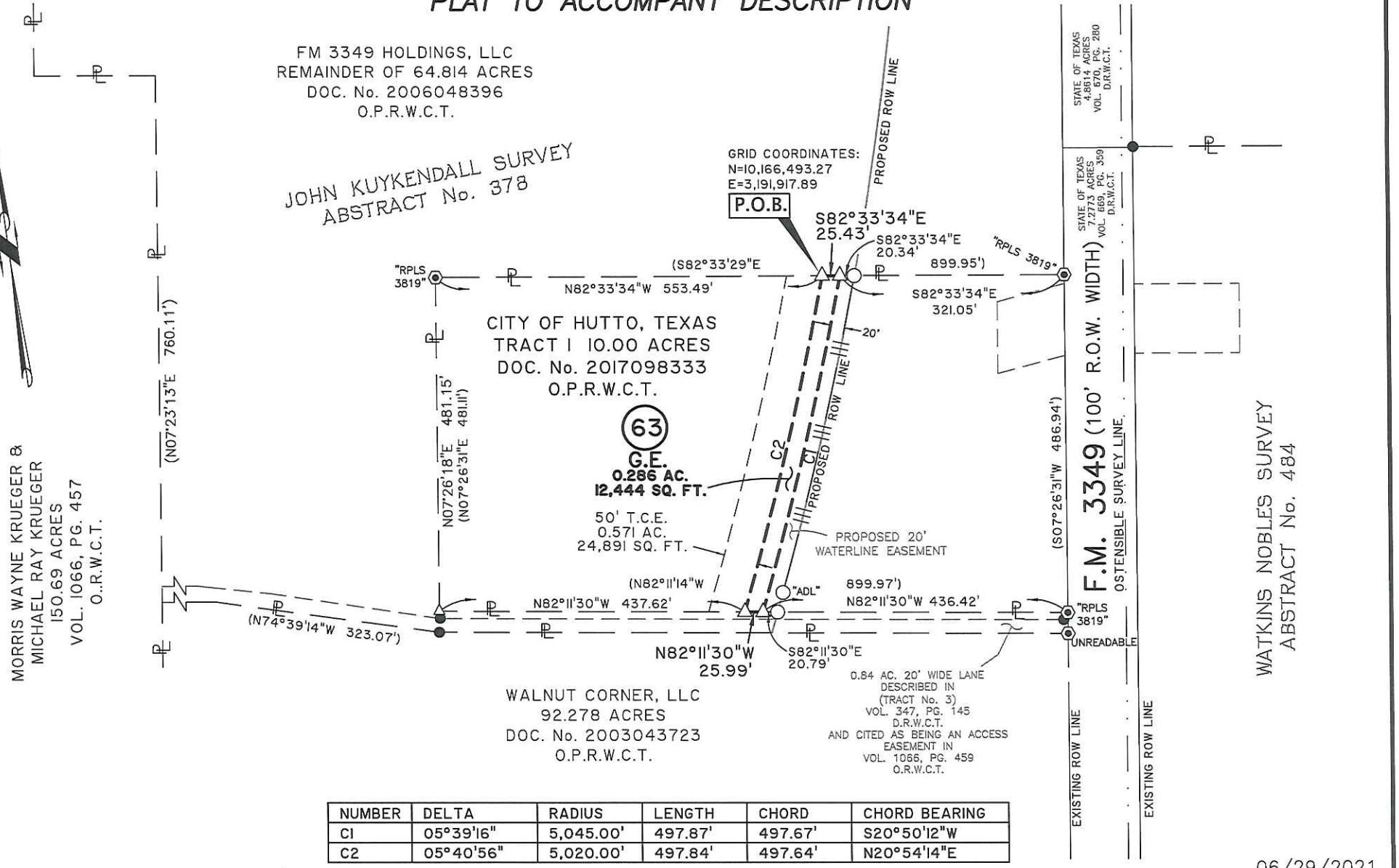
M. Stephen Truesdale — 9 July 2021

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, TX 78681



EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05°39'16"	5,045.00'	497.87'	497.67'	S20°50'12"W
C2	05°40'56"	5,020.00'	497.84'	497.64'	N20°54'14"E

06/29/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF HUTTO, TEXAS

SCALE
1" = 200'

WILLIAMSON COUNTY

PROJECT
FM 3349

PARCEL 63
G.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\GAS\PARCEL 63-CITY OF HUTTO-GE.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
— ||| —	ACCESS DENIAL LINE

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.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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 9 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

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

06/29/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF HUTTO, TEXAS

SCALE 1" = 200'

WILLIAMSON COUNTY

PROJECT FM 3349

PARCEL 63
G.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\GAS\PARCEL 63-CITY OF HUTTO-GE.dwg

EXHIBIT B3
PROPERTY DESCRIPTION FOR PARCEL 63-W.E.

DESCRIPTION OF A 0.229 ACRE (9,959 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN KUYKENDALL SURVEY, ABSTRACT NO. 378 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 10.00 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO THE CITY OF HUTTO, TEXAS RECORDED IN DOCUMENT NO. 2017098333 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.229 ACRE (9,959 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,166,487.34 E=3,191,963.27 TxSPC Zone 4203) set, in the northerly boundary line of said 10.00 acre tract, being the easterly boundary line of that called remainder of the 64.814 acre tract of land described in Warranty Deed to FM 3349 Holdings, LLC recorded in Document No. 2006048396 of the Official Public Records of Williamson County, Texas, same being the proposed westerly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), and the beginning of an Access Denial Line "ADL", for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819" found, in the existing westerly ROW line of F.M. 3349 (100' ROW width), being the northeasterly corner of said 10.00 acre tract same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract bears, with said common boundary line, S 82°33'34" E, at a distance of 300.71 feet;

1) **THENCE**, departing said remainder of the 64.814 acre tract, with said proposed westerly ROW line and said ADL, through the interior of said 10.00 acre tract, along a curve to the right, having a delta angle of **05°37'56",** a radius of **5,065.00** feet, passing at an arc length of 468.90 feet an iron rod with aluminum cap stamped "ADL" set for the end of said Access Denial Line, and continuing for a total arc length of **497.90** feet and a chord which bears **S 20°47'01" W,** for a distance of **497.70** feet to an iron rod with aluminum cap stamped "ROW 4933" set in the southerly boundary line of said 10.00 acre tract, for the southeasterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819" found, being the southeasterly corner of said 10.00 acre tract in said existing westerly ROW line of F.M. 3349, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract, bears S 82°11'30" E, at a distance of 415.63 feet;

2) **THENCE**, departing said proposed westerly ROW line, with the common boundary line of said 10.00 acre tract and said remainder of the 64.814 acre tract, **N 82°11'30" W,** for a distance of **20.79** feet to the calculated southwesterly corner of the herein described parcel;

3) **THENCE**, departing said remainder of the 64.814 acre tract, through the interior of said 10.00 acre tract, along a curve to the left, having a delta angle of **05°39'16",** a radius of **5,045.00** feet, an arc length of **497.87** feet and a chord which bears **N 20°50'12" E,** for a distance of **497.67** feet to the calculated point in the northerly boundary line of said 10.00 acre tract, same being in said easterly boundary line of the remainder of the 64.814 acre tract, for the northwesterly corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "RPLS 3819" found, being the northwesterly corner of said 10.00 acre tract, same being an ell corner in said easterly boundary line of the remainder of the 64.814 acre tract, bears N 82°33'34" W, at a distance of 578.92 feet;

4) **THENCE**, with said common boundary line, **S 82°33'34" E,** for a distance of **20.34** feet to the **POINT OF BEGINNING**, containing 0.229 acre, (9,959 square feet) of land, more or less.

Control of Access Clause:

Access will be prohibited across the 468.90 foot 'Access Denial Line' to the highway facility from the remainder of the property lying adjacent to FM 3349.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 23 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, TX 78681
S:/_ HDR-PROJECTS/FM 3349 OVERPASS/PARCELS/PARCEL 63 – CITY OF HUTTO-JONAH WATER EASE.doc

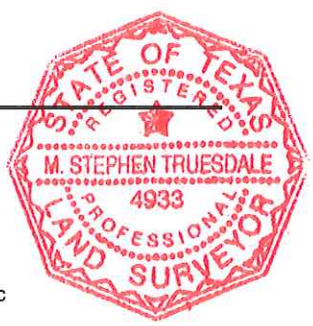
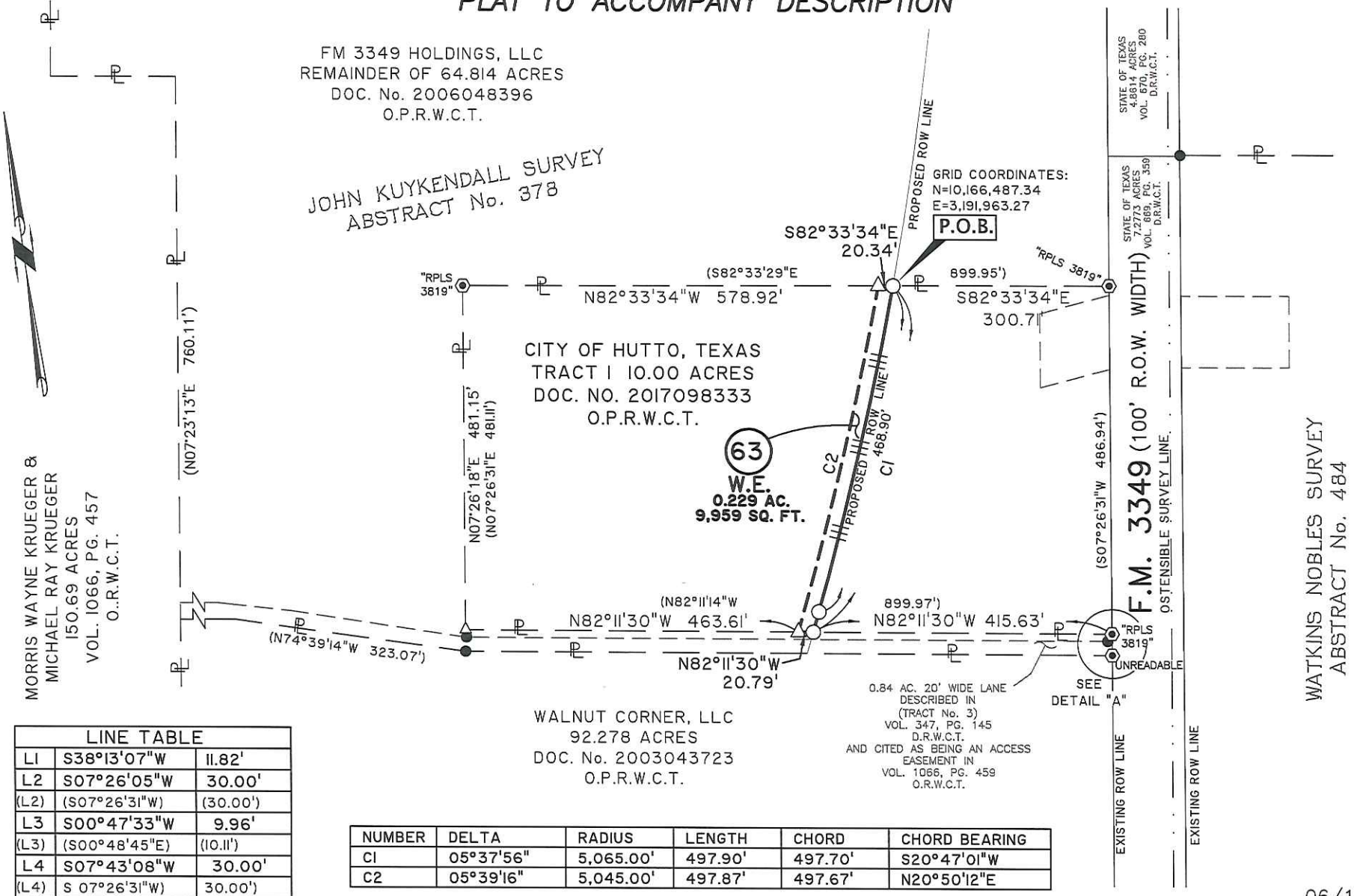


EXHIBIT ____

PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
L1	S38°13'07"W	11.82'
L2	S07°26'05"W	30.00'
(L2)	(S07°26'31"W)	(30.00')
L3	S00°47'33"W	9.96'
(L3)	(S00°48'45"E)	(10.11')
L4	S07°43'08"W	30.00'
(L4)	S 07°26'31"W)	30.00')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05°37'56"	5,065.00'	497.90'	497.70'	S20°47'01"W
C2	05°39'16"	5,045.00'	497.87'	497.67'	N20°50'12"E

06/10/2021

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF HUTTO, TEXAS

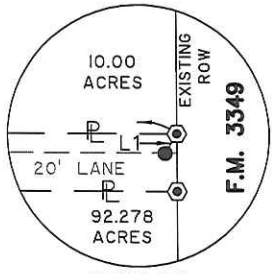
SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	FM 3349

PARCEL 63
W.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\JONAH\PARCEL 63-CITY OF HUTTO-WE.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



DETAIL "A"
N.T.S.

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "ROW 4933" SET
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
℄	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
— ||| —	ACCESS DENIAL LINE

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2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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 23 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



06/10/2021

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF HUTTO, TEXAS

SCALE		PROJECT	
1" = 200'	WILLIAMSON COUNTY	FM 3349	PARCEL 63 W.E.

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 63-CITY OF HUTTO\JONAH\PARCEL 63-CITY OF HUTTO-WE.dwg

EXHIBIT C
PROPERTY DESCRIPTION FOR PARCEL 83

DESCRIPTION OF A 0.113 ACRE (4,920 SQUARE FOOT), TRACT OF LAND SITUATED IN THE J. J. STUBBLEFIELD SURVEY, ABSTRACT NO. 562 AND THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.00 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO THE CITY OF HUTTO RECORDED IN DOCUMENT NO. 2003011596 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.113 ACRE (4,920 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10,175,651.43, E=3,193,627.35 TxSPC Zone 4203) set, in the proposed easterly Right-of-Way (ROW) line of F.M. 3349 (variable width ROW), being in the westerly boundary line of the northerly west remainder of that called 193.41 acre tract of land described in Special Warranty Deed to RCR Taylor Land L.P. recorded in Document No. 2018058726 of the Official Public Records of Williamson County, Texas, for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract, and from which, an iron rod with plastic cap stamped "SAM INC." found, being the southeasterly corner of said 5.00 acre tract, same being an ell corner in the westerly boundary line of said northerly west remainder tract bears S 82°37'54" E, at a distance of 393.68 feet;

1) **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said northerly west remainder tract and said 5.00 acre tract,, **N 82°37'54" W,** for a distance of **43.24** feet to an iron rod with plastic cap stamped "SAM INC." found in the existing easterly ROW line of F.M. 3349 (100' ROW width), being in the easterly line of that called 3.2375 acre ROW tract described in Deed to the State of Texas recorded in Volume 673, Page 200 of the Deed Records of Williamson County, Texas, same being an ell corner in the westerly boundary line of said northerly west remainder tract, also being the southwesterly corner of said 5.00 acre tract, for the southwesterly corner of the herein described tract;

2) **THENCE,** with said existing easterly ROW line, being the easterly line of said 3.2375 acre tract, same being the westerly boundary line of said 5.00 acre tract, **N 07°16'48" E,** at a distance of 59.98 feet, pass a TxDOT Type 1 concrete monument found, and continuing for a total distance of **227.59** feet to an iron rod with aluminum cap stamped "ROW 4933" set at the intersection of said existing easterly ROW line and said proposed easterly ROW line, for the northerly corner of the herein described tract, and from which, an iron rod with plastic cap stamped "VARA" found bears N 07°16'48" E, at a distance of 271.15 feet, being the northwesterly corner of said 5.00 acre tract;

3) **THENCE**, departing said existing easterly ROW line, with said proposed easterly ROW line, **S 03°28'24" E,** for a distance of **231.72** feet to the **POINT OF BEGINNING**, containing 0.113 acre, (4,920 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 5 MAY 2021

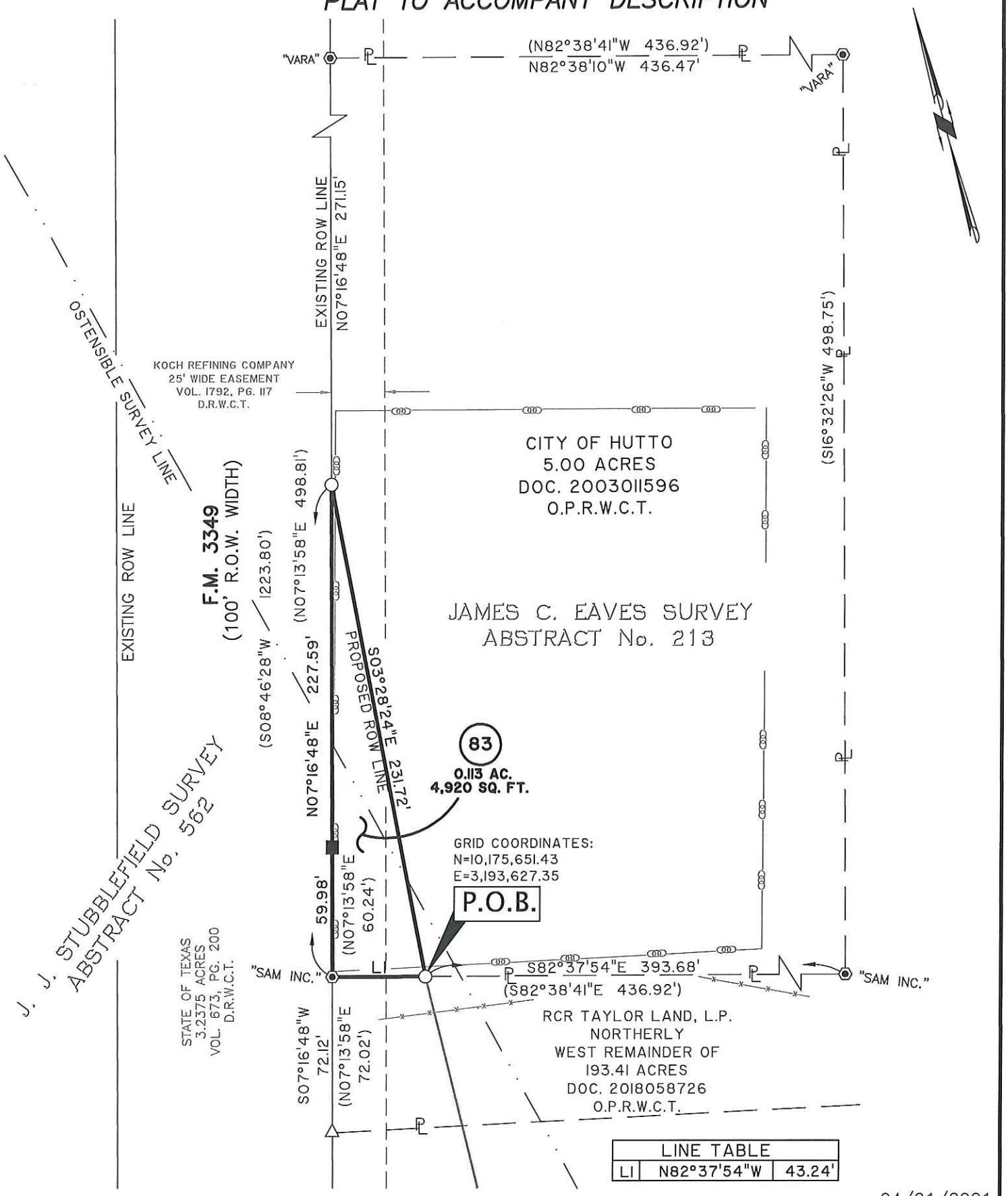
M Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

S:/_ HDR-PROJECTS/FM 3349 OVERPASS/PARCELS/PARCEL 83 – CITY OF HUTTO.doc

EXHIBIT ___
PLAT TO ACCOMPANY DESCRIPTION



LINE TABLE		
L1	N82°37'54"W	43.24'

04/21/2021

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

CITY OF HUTTO

SCALE		PROJECT	PARCEL 83
1" = 60'	WILLIAMSON COUNTY	FM 3349	PAGE 2 OF 3

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 83 CITY OF HUTTO\PARCEL 83 - CITY OF HUTTO.dwg

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "INLAND 4933" SET
◉	IRON ROD WITH PLASTIC CAP FOUND - AS NOTED
●	1/2" IRON ROD FOUND
■	TxDOT TYPE I CONCRETE MONUMENT FOUND
△	CALCULATED POINT
ℙ	PROPERTY LINE
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
( )	RECORD INFORMATION
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

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. 2022340-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 8, 2020, ISSUE DATE MAY 18, 2020.

10A. CHANNEL OR DRAINAGE EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 673, PAGE 204, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

B. PIPELINE EASEMENT TO KOCH REFINING COMPANY RECORDED IN VOLUME 1792, PAGE 117, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINES EASEMENT TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004004117, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 5 MAY 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

04/21/2021

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
CITY OF HUTTO

PARCEL 83

SCALE		PROJECT	
1" = 60'	WILLIAMSON COUNTY	FM 3349	PAGE 3 OF 3

S:_HDR-PROJECTS\FM3349 OVERPASS\PARCELS\PARCEL 83 CITY OF HUTTO\PARCEL 83 - CITY OF HUTTO.dwg

Commissioners Court - Regular Session **50.**

Meeting Date: 11/09/2021

Redistricting of Precincts

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hold a Public Hearing to receive public comment on redistricting of Williamson County Election, Justices of the Peace, Constables and Commissioners Court Precincts.

Background

Fiscal Impact

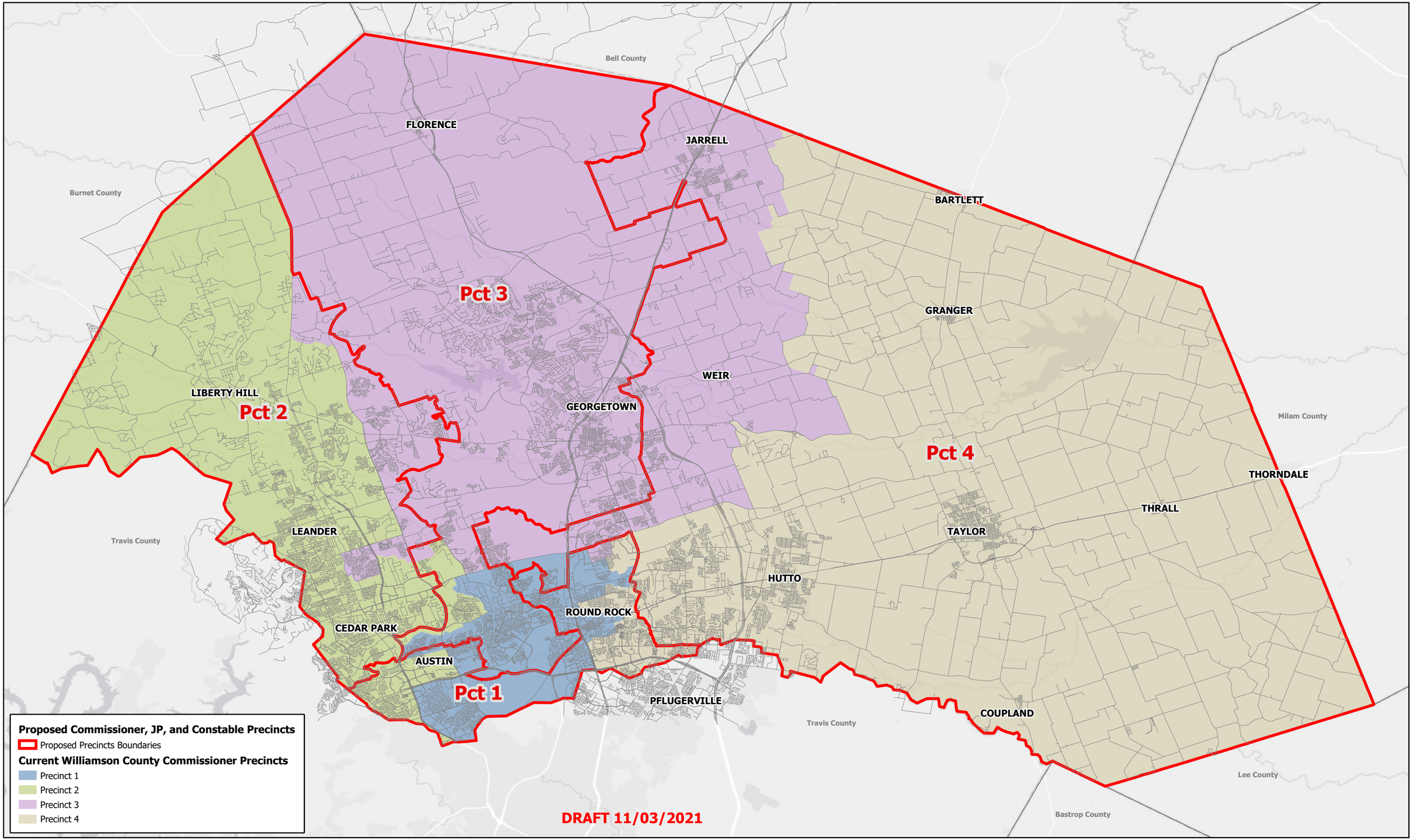
From/To	Acct No.	Description	Amount

Attachments

Draft Wilco Pcts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	11/04/2021 09:18 AM
Form Started By: Becky Pruitt		Started On: 11/04/2021 09:12 AM
Final Approval Date: 11/04/2021		



Proposed Commissioner, JP, and Constable Precincts with Current Commissioner, JP, and Constable Precincts

Williamson County, Texas

0 2.5 5 10 15 20 Miles

N

DISCLAIMER - PLEASE READ:
This map is for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

MAP DATE: Nov 3rd, 2021
MAP AUTHOR:
GIS Staff
MAP CONTACT:
GIS Staff
Williamson County
301 SE Inner Loop Suite 107
Georgetown, TX 78626

Commissioners Court - Regular Session **51.**

Meeting Date: 11/09/2021

Redistricting of Precincts

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding one or more alternative plans for the redistricting of Williamson County Election, Justices of the Peace, Constables and Commissioners Court Precincts, as well as take any and all appropriate actions regarding the redistricting of Williamson County Political Boundaries, including, but not limited to the acceptance of new political boundaries for the Williamson County Election, Justices of the Peace, Constables and Commissioners Court Precincts, modification of any such boundaries, and/or tabling the pending proposals for later consideration and/or action.

Background

Fiscal Impact

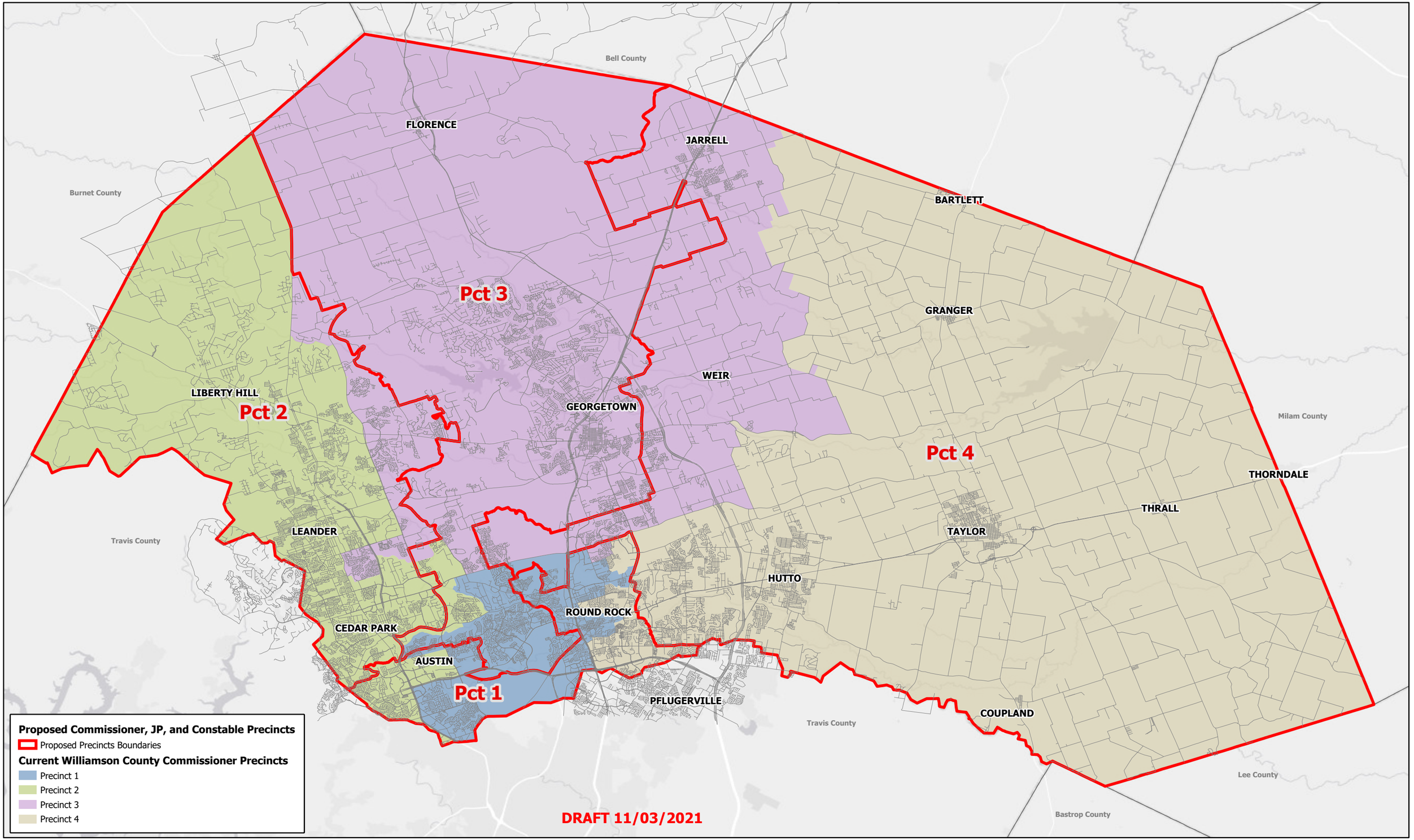
From/To	Acct No.	Description	Amount

Attachments

Draft Wilco Pcts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	11/04/2021 09:19 AM
Form Started By: Becky Pruitt		Started On: 11/04/2021 09:16 AM
Final Approval Date: 11/04/2021		



Proposed Commissioner, JP, and Constable Precincts with Current Commissioner, JP, and Constable Precincts

Williamson County, Texas

0 2.5 5 10 15 20 Miles

N

DISCLAIMER - PLEASE READ:
This map is for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

MAP DATE: Nov 3rd, 2021
MAP AUTHOR:
GIS Staff
MAP CONTACT:
GIS Staff
Williamson County
301 SE Inner Loop Suite 107
Georgetown, TX 78626

Meeting Date: 11/09/2021

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss 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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 09:01 AM
Form Started By: Charlie Crossfield		Started On: 11/04/2021 08:55 AM
Final Approval Date: 11/04/2021		

Commissioners Court - Regular Session **53.**

Meeting Date: 11/09/2021

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Red Hot Chili Pepper
g) Project Nirvana
h) Project Sound Garden
i) Project Def Leopard
j) Project Flex Power
k) Project Pearson Ranch
l) Project Orange

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/04/2021 09:02 AM

Form Started By: Charlie Crossfield Started On: 11/04/2021 08:56 AM

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