NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
January 11, 2022
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 – 37)

3. Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	$3,255.60
To	0100-0409-004419	Property Insurance	$3,255.60

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0581-003100	Office Supplies	$2,500.00
To:	0100-0581-003311	Uniforms	$2,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004212	Postage	$2,000.00
To	0100.0560.004310	Advertising & Legal Notices	$2,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004512	Kitchen Maint. & Repairs	$8,000.00
To	0100.0570.003111	Kitchen Supplies	$8,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003553	Signs	$9,000.00
To	0200-0210-004620	Furniture/Equip. Rental	$9,000.00

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

9. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 01/06/2022 for the Williamson County Tax Assessor/Collector.

10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 12/01/2021 through 12/31/2021.

11. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 12/01/2021 through 12/31/2021.

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

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

14. Discuss, consider, and take appropriate action on reappointing Commissioner Terry Cook to the Central Texas Clean Air Coalition (CAC) of the Capital Area Council of Governments to serve until December 31, 2023 in accordance with the CAC bylaws.

15. Discuss, consider and take appropriate action regarding appointing David Stading and Eric Medford as Assistant County Veteran Service Officers.

16. Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

17. Discuss, consider and take appropriate action on approving the agreements for Tyler Technologies customization requests in the total amount of $14,800, pursuant to Sourcewell contract #090320-TTI, and authorizing execution of the agreements.

18. Discuss, consider and take appropriate action on approving the agreement between Williamson County and Central Square in the amount of $30,470.00, for Safety Project Management and Technical Services and exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the agreement.

19. Discuss, consider and take appropriate action on approving the proposal agreement for the purchase of maintenance and support for the Video Management Systems Software and License for the Williamson County Jail from Knight Security Solutions, Inc. in the amount of $32,476.00, pursuant to DIR contract #DIR-CPO-4494, and authorizing execution of the agreement.

20. Discuss, consider, and take appropriate action on awarding RFP #22RFP38 EMS Shift Schedule Optimization Process Study to Circadian Technologies, Inc. for a study to include paramedics and management in a joint project to determine if the 24-hour shift and 24/48-hour schedule remain the best option and authorizing the execution of the contract.

21. Discuss, consider and take appropriate action on approving the agreement between Knight Security Systems, Inc. for security cameras and accessories in the amount of $11,504.38 pursuant to DIR contract #DIR-CPO-4494, and authorizing execution of the proposal.

22. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Williamson County and Cities Health District Program Evaluation and Transition Recommendations under RFQ 22RFSQ59.

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

24. Discuss, consider and take appropriate action on approving an agreement between TransUnion Risk and Alternative Data Solutions, Inc. and Williamson County for a research database subscription in the amount of $375.00 per month, and authorizing execution of the agreement.

25. Discuss, consider, and take appropriate action on approving the service agreement for county facility Fire Systems Equipment, Services and Repair between Johnson Controls Fire Protection, LP and Williamson County, pursuant to Sourcewell Contract 031517-SGL and authorize the execution of the agreement.

26. Discuss, consider and take appropriate action on rejecting bids received for IFB #22IFB47 Live Oak Ranch Subdivision Roadway and Drainage Improvements Phase One and allow for updated revisions to the specifications to be included in the new solicitation.

27. Discuss, consider and take appropriate action on rejecting proposals submitted on 22IFB34 IFB Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay and authorize the Purchasing Agent to advertise and receive sealed bids under the new 22IFB60 IFB Tradesman's Industrial Park and 79 Business Park Improvements.

28. Discuss, consider and take appropriate action on awarding IFB #22IFB48 Garden Park Subdivision Roadway and Drainage Improvements to Chasco Contractors per the attachment, and authorizing execution of the agreement. Project funding P491.

29. Discuss, consider and take appropriate action on proposed landfill tipping fee rate increases.

30. Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of $114,485.00 to expire on September 1, 2023 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated March 24, 2020 for Schematic Design for CR 305. Funding source: P581.

31. Discuss, consider and take appropriate action on Contract Amendment No. 4 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant– Construction Management/Inspection Services.

32. Discuss, consider and take appropriate action on Contract Amendment No. 5 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

33. Discuss, consider and take appropriate action on ratifying and approving the replat of Lot 23A Big Valley subdivision – Precinct 3.

34. Discuss, consider and take appropriate action on approval of the replat of Lot 55, Bear Creek Ranch, Unit 4 subdivision – Precinct 2.

35. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 4 Section 3 subdivision – Precinct 2.

36. Discuss, consider and take appropriate action on ratifying and approving the final plat for the Eastwood Section 4 subdivision – Precinct 4.

37. Discuss, consider and take appropriate action on ratifying and approving the final plat for the Eastwood Section 5 subdivision – Precinct 4.

REGULAR AGENDA

38. Discuss, consider and take possible action on approving the purchase of COVID Test Kits from ARPA (American Rescue Plan Act) Funding for Williamson County Personnel.

39. Discuss, consider and approve setting a budget of $1,269,176 from the ARPA Funding (American Rescue Plan Act) for project 445P County Attorney Prosecutor Courts Backlog.

40. Discuss, consider and take appropriate action on Social Service Finding Agreement between Williamson County and the United Way for Greater Austin, funded through American Rescue Plan Act (ARPA) to assist in payment of health care services for uninsured legal residents of Williamson County identified with breast cancer.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$1,411.77

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$1,527.77

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$162,415.23
	0546.0000.367440	Jane's Fund Donations	$21,093.03
	0546.0000.367441	Special Project Donations	$30.00
	0546.0000.367442	Play Yard Donations	$1,710.91
	0546.0000.367443	Heart Worm Donations	$105.00
	0546.0000.367445	SIT Team Donations	$837.55
	0546.0000.367447	Animal Transport Donations	$5,525.00
	0546.0000.367448	Kitten Care Donations	$3,626.22
	0546.0000.370150	Sales of Pet Care Products	$1,382.45

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,382.45
	0546.0546.003670	Use of Donations	$162,415.23
	0546.0546.004100	Professional Services	$21,093.03
	0546.0546.004105	Foster Home Care	$3,626.22
	0546.0546.004109	Special Needs	$30.00
	0546.0546.004231	Travel	$5,525.00
	0546.0546.004232	Training	$837.55
	0546.0546.004509	Facility Enhancements	$1,710.91
	0546.0546.004975	Animal Medical Care	$105.00

45. Discuss, consider and take appropriate action on approving a 2013 Park Bond transfer to move $150,000 from P500 (2013 Park Bond Non-Departmental) to P560 (Southwest Regional Park Restrooms).

46. Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $190,000.00 pursuant to Omnia Partners co-op contract #R161501.

47. Discuss, consider and take appropriate action on approving the First Amended and Restated Development and Management Agreement with Hill Country Cricket Association.

48. Hear presentation of a donation to Berry Springs Park.

49. Discuss, consider and take appropriate action on approving the FY22 renewal of Microsoft EA Licenses with SHI Government Solution, Inc.in the amount of $820,686.36 pursuant to DIR Contract #DIR-TSO-4092 to support the operations of the Williamson County ITS Department.

50. Receive updates on the Department of Infrastructure projects and issues including an update from TxDOT.

51. Discuss, consider, and take appropriate action on awarding IFB #22IFB39 CR 111 (Westinghouse Road) and CR 110 North to Capital Excavation and authorizing the execution of the agreement. Funding Source is P292.

52. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Corridor H – Sam Bass Road Project, a 2019 Road Bond Project in Commissioner Pct. 3. Project #: P462, Funding Source: Road Bonds

53. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Davilla Culvert Replacement and Thrall Street Project contract between Williamson County and RS&H, Inc. relating to the 2019 Road Bond Program. Projects: P486 and P374. Fund Source: Road Bonds.

54. Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of -$737,540.85 for 1809-261 CR 110 Middle (James Construction Group), a Road Bond project in Commissioner Pct. 4 P:261 Funding Source: Road Bond.

55. Discuss, consider and take appropriate action on a Real Estate Contract with 4400 Sam Bass Road, LLC for ROW needed on Sam Bass Road. (PARCEL 32). Funding Source: Road Bonds P462.

56. Discuss, consider and take appropriate action on a Letter Agreement with Jason Hatfield and Kasey Hatfield as Co-Trustees of the JHK Trust Dated February 17, 2015 for ROW needed on Sam Bass Road. (PARCEL 52). Funding Source: Road Bonds P462.

57. Discuss, consider and take appropriate action on a Letter Agreement with Community Christian Church for OSSF replacement cost reimbursement relating to right of way acquired on Sam Bass Road. (PARCEL 38). Funding Source: Road Bonds P462.

58. Discus and consider authorizing the County Judge to execute a Correction Roadway Closure Order on CR 401.

59. Discuss, consider and take appropriate action on an Agreement for Gift of Real Property with Highland Village Georgetown, LP., a Texas limited partnership for ROW needed on CR 245. (PARCEL 12)

60. Discuss, consider and take appropriate action on a Real Estate Contract with Mirna S. Vargas for ROW needed on CR 129. (PARCEL 11). Funding Source: Road Bonds P462.

61. Discuss, consider and take appropriate action on 4 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462
Unit D14- Button
Unit O21- Smith
Unit D03- McCalmont
Unit 123- Mason

62. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.075 acres) required for the construction of CR 401, and take appropriate action. (Prewitt/Parcel 1)

63. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (5.661 acres) required for the construction of CR 401, and take appropriate action. (Prewitt/Parcel 2)

EXECUTIVE SESSION

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

64. 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

g) Discuss the sale of 106 Dana Drive, Hutto, Texas

h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

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.

65. 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
m) Project Fittipaldi
n) Project Venture
o) Project 007

66. 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 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.
i) 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.
j) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the

United States District Court for the Western District of Texas, Austin Division.
k) 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) 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.
x) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
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.
bb) Property damage claim from Gay Hudson regarding vehicle damage.
cc) Property damage claim from Mohammad David Robinson.
dd) Legal matters pertaining to the Emergency Communications Department.
ee) Legal matters pertaining to the GardaWorld contract.
ff) Case No. 5:21-cv-1223-FB Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al., In the United States District Court for the Western District of Texas San Antonio Division.

67. 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).

68. 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)

69. Discuss and take appropriate action concerning economic development.

70. Discuss and take appropriate action concerning real estate.

71. 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 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.
i) 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.
j) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
k) 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) 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.
x) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
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.
bb) Property damage claim from Gay Hudson regarding vehicle damage.
cc) Property damage claim from Mohammad David Robinson.
dd) Legal matters pertaining to the Emergency Communications Department.
ee) Legal matters pertaining to the GardaWorld contract.
ff) Case No. 5:21-cv-1223-FB Isabel Longoria and Cathy Morgan v. Warren K. Paxton et al., In the United States District Court for the Western District of Texas San Antonio Division.

72. 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.

73. Comments from Commissioners.

74. 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 7th day of January 2022 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: 01/11/2022

Line Item Transfer

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Background

This transfer is requested due to an unexpected increase in property insurance costs due to the 2021 winter storm.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	$3,255.60
To	0100-0409-004419	Property Insurance	$3,255.60

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget Office	Ashlie Holladay	01/04/2022 10:44 AM
County Judge Exec Asst. (Originator)	Becky Pruitt	01/04/2022 10:46 AM
Form Started By: Andrea Schiele		Started On: 01/04/2022 09:30 AM
Final Approval Date: 01/04/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 01/11/2022

Line Item Transfer

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

Our department purchased uniforms towards the end of the FY21. After reviewing the purchase the Auditor's Office felt that the purchase should be allocated to FY22 because not all of the shirts were issued in FY21. The purchase was then reallocated into the FY22 budget, which exceeded the amount in that line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0581-003100	Office Supplies	$2,500.00
To:	0100-0581-003311	Uniforms	$2,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/29/2021 01:23 PM
Budget Office	Ashlie Holladay	12/29/2021 01:32 PM
Form Started By: Kelly Luna		Started On: 12/29/2021 12:50 PM
Final Approval Date: 12/29/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 01/11/2022

Line Item Transfer

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer is being requested to provide funding for advertising, recruiting, and hiring for Corrections and Community Engagement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004212	Postage	$2,000.00
To	0100.0560.004310	Advertising & Legal Notices	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/05/2022 10:09 AM
Budget Office	Ashlie Holladay	01/05/2022 10:24 AM
Form Started By: Peggy Braun		Started On: 01/05/2022 08:08 AM
Final Approval Date: 01/05/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 01/11/2022

Line Item Transfer - Corrections

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer will provide funding for additional Styrofoam trays and supplies for inmate meals.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004512	Kitchen Maint. & Repairs	$8,000.00
To	0100.0570.003111	Kitchen Supplies	$8,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 09:07 AM
Budget Office	Ashlie Holladay	01/06/2022 09:42 AM
Form Started By: Peggy Braun		Started On: 01/06/2022 08:57 AM
Final Approval Date: 01/06/2022		

Commissioners Court - Regular Session **7.**

Meeting Date: 01/11/2022

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to continue renting portable traffic signals at the intersection of Ronald Reagan Blvd and Santa Rita Blvd.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003553	Signs	$9,000.00
To	0200-0210-004620	Furniture/Equip. Rental	$9,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2022 04:10 PM
Budget Office	Ashlie Holladay	01/04/2022 08:42 PM
Form Started By: Kelly Murphy		Started On: 01/04/2022 03:42 PM
Final Approval Date: 01/04/2022		

Commissioners Court - Regular Session **8.**

Meeting Date: 01/11/2022

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	01/05/2022 04:32 PM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:43 AM
Form Started By: Kayla Marek		Started On: 01/05/2022 04:25 PM
Final Approval Date: 01/06/2022		

Organization	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	One Time Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Services	Juv Facility Supervisor.1140.001100.	15159	$51,480.00	$1,029.60	2.00	$52,509.60	--	MERIT	7-Jan-22
Juvenile Services	Administrative Specialist.1054.001100.	12245	$42,079.69	$841.59	2.00	$42,921.28	--	MERIT	7-Jan-22
County Attorney	CA Criminal Prosecutor II.0034.001100.	15248	$74,582.30	$1,491.62	2.00	$76,073.92	--	MERIT	7-Jan-22
County Judge	PT Switchboard Operator.9998.001101.	15687	$29,722.37	$594.44	2.00	$30,316.81	--	MERIT	7-Jan-22
County Clerk	Chief Deputy County Clerk.0653.001100.	15767	$78,000.00	$1,560.00	2.00	$79,560.00	--	MERIT	7-Jan-22
Human Resources	HR Generalist II.2001.001100.	14940	$55,410.94	$1,586.26	2.86	$56,997.20	--	MERIT	7-Jan-22
District Clerk	Court Specialist.1799.001100.	14723	$39,300.06	$786.01	2.00	$40,086.07	--	MERIT	7-Jan-22
District Clerk	Financial Specialist.0745.001100.	15819	$43,244.77	$864.90	2.00	$44,109.67	--	MERIT	7-Jan-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0576	001100	1,871.19	
01	0100	0576	001130		1,871.19
01	0100	0475	001100	1,491.62	
01	0100	0475	001130		1,491.62
01	0100	0402	001100	1,586.26	
01	0100	0402	001130		1,586.26
01	0100	0450	001100	1,650.91	
01	0100	0450	001130		1,650.91
01	0100	0403	001100	1,560.00	
01	0100	0403	002010	119.34	
01	0100	0403	002020	252.41	
01	0100	8002	001130		1,560.00
01	0100	8002	002010		119.34
01	0100	8002	002020		252.41
01	0100	0400	001101	594.44	
01	0100	0400	002010	45.47	
01	0100	0400	002020	96.18	
01	0100	8001	001130		594.44
01	0100	8001	002010		45.47
01	0100	8001	002020		96.18

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	1598	Vacant	N/A	N/A	$40,815.25	$36,900.00	$3,915.25	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 1598 & 1655 to PCN 1997	1/7/2022
210 Unified Road Systems	1655	Vacant	N/A	N/A	$39,075.99	$39,054.66	$21.33	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 1598 & 1655 to PCN 1997	1/7/2022
210 Unified Road Systems	1997	Vacant	N/A	N/A	$39,157.01	$43,093.59	N/A	$3,936.58	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 1598 & 1655 to PCN 1997	1/7/2022
540 EMS	1653	13258	$57,073.27	$57,073.27	$70,265.80	$68,230.90	$2,034.90	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1653 to PCN 1986	1/7/2022
540 EMS	1986	Vacant	N/A	N/A	$49,153.90	$51,188.80	N/A	$2,034.90	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1653 to PCN 1986	1/7/2022

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **9.**

Meeting Date: 01/11/2022

Property Tax Refunds – Over 2500 – Thru 01/06/2022

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 01/06/2022 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

121621-010622 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 10:12 AM
Form Started By: Renee Clark		Started On: 01/06/2022 09:58 AM
Final Approval Date: 01/06/2022		

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: January 6, 2022

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of $2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office and Mailing Address:

904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

Property Tax
Account QuickReport
As of January 6, 2022

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	12/28/2021	83026	JULIAN R MEDINA	R585471 - Double payment	-4,175.81
Check	12/29/2021	83062	CALIBER HOME LOANS	R557703 - Erroneous payment	-8,360.73
Total Refunds Payable - Taxpayers					-12,536.54
TOTAL					**-12,536.54**

Commissioners Court - Regular Session **10.**

Meeting Date: 01/11/2022

Assets for Auction Monthly Report 1.11.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Tx. Local Gov't Code 263.152, for the period of 12/01/2021 through 12/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report 1.11.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 05:47 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:36 AM
Form Started By: Mary Watson		Started On: 12/17/2021 09:40 AM
Final Approval Date: 01/06/2022		

"December 2021 Monthly Report **Court Date:** 1/4/2022

Williamson County - Assets for Auction

Agenda #: 28285

Item	Serial Number	Quantity	Department
Dell C3765dnf printer	5BPYF42	1	Constable 2
Cardiac Science Powerheart AED G3	See List	5	Constable 4
Cardiac Science Powerheart AED G3	See List	4	Constable 4
Samsung UN50N76900F Television	07TM3CAK704385V	1	Constable 4
Towers - Dell	See List	11	CSCD - State Purchased
Towers - ACER	42001795296, 41800850596	2	CSCD - State Purchased
Cyberpower Back Up	See List	5	CSCD - State Purchased
APC Back Up	See List	12	CSCD - State Purchased
TC/Cart-Panasonic, RCA, Emerson, Apollo Rolling Cart	See List	5	CSCD - State Purchased
Bookcases		3	CSCD - State Purchased
PC - Lenovo	MJ03F5N9	1	CSCD - State Purchased
DVD - Magnavox, Phillips	U19789908, 3-41-027-01B	2	CSCD - State Purchased
Projector - Epson	EYM02Y0849K	1	CSCD - State Purchased
Kodak Printer / Ink	M088852	4	CSCD - State Purchased
Laptop Rolling Desk		2	CSCD - State Purchased
5 Shelf plastic shelving unit		1	CSCD - State Purchased
Plugable USB Docking Station		4	CSCD - State Purchased
IOGEAR Wireless USB Hub		2	CSCD - State Purchased
D-Link print server		2	CSCD - State Purchased
Memorex 100PK CD Cases		1	CSCD - State Purchased
Fan-Masscool, Seythe Sflex, Arctic Cooling		8	CSCD - State Purchased
KD Links Ethernet Adapter		4	CSCD - State Purchased
Printers - Brother	See List	9	CSCD - State Purchased
Monitors-Dell,Acer,Samsung,Asus,AOC,Viewsosnic,Sceptre, Hanns-G		15	CSCD - State Purchased
Laptops - Toshiba	See List	2	CSCD - State Purchased
Laptops - Acer	See List	7	CSCD - State Purchased
Laptops - Dell, Lenovo	41662872973, LR08NSM8	2	CSCD - State Purchased
Rolling Chairs		13	District Attorney
Dell Latitude PP01X	Wilco ID C01583	1	Emergency Med Services
Magnum Utility Trailer 2008 12'x78" 3000GVW	1V5BA122281135630	1	Emergency Med Services
HP LaserJet Printer 4700N, Product Q7492A	JPLLC09753	1	Emergency Med Services
Dell Monitor M780	5322DE2QD449	1	Emergency Med Services
Dell Laptop Inspiron 2600 PP04L	AP883169000	1	Emergency Med Services
Dell RGBProjector 2200MP	Wilco ID O00110	1	Emergency Med Services
Dell Prjector 1200MP	Wilco ID O00109	1	Emergency Med Services
Battery Charger, Silver Beauty	Model 8270, Series E	1	Fleet Services
Welder, Miller, Thunderbolt 225	JH147568	1	Fleet Services
Chop Saw, Ridgid, CM14500	X0430?	1	Fleet Services
D-Link Day Network Cloud Camera		3	Information Systems
Dell OptiPlex 780	4R8K4M1	1	Information Systems
HP 600 Printer	4864 SN#CNCCG361NS	1	JP2
HP Laser Jet 600 Printer	5038 SN#CNCCG3M18Y	1	JP2
Dell 3130cn Printer	3715 Service Tag #22STYR1	1	JP2
Dell OptiPlex 7060	9KF6BT2	1	JP2
Sentry Safe	Q058111	1	JP2
HP Laser Jet Printer	3720 SN# JPDCJB50PT	1	JP2
HP Laser Jet Printer	4873 SN# JPDCHCV0HL	1	JP2
HP Laser Jet Printer	4870 SN# JPDCJB50Q4	1	JP2
HP Laser Jet Printer	9466 SN# JPDCG6S23V	1	JP2
HP Laser Jet Printer	5045 SN# JPDCJ1T048	1	JP2
Misc. Box of Supplies		1	JP2
Computer Stand		1	JP2
Chairs		2	JP2
Phone	Lucent (old One)	1	Parks
apc smart ups battery Pack		1	Parks
Cannon Printer	mx392	1	Parks
Dell Monitor Desktop	5RWDYV1	1	Parks
Dell CPU	See List	4	Parks
Monitors	See List	4	Parks
Keyboards, MOUSE		12	Parks
Dell CPU	9JQTWK2 (2928)	1	Parks
Dell Laptops	222MR32 (2941)	1	Parks
Star TSP 100		3	Parks
Verifone	See List	5	Parks
POS 2, 3 & 8	WC 5330, RCI 452953, RCI 452952	3	Parks
2003 Better Built Fuel Tank	NA / PZ0310	1	Parks
Point of Sale	2929	1	Parks
Point of Sale		1	Parks
Desktop	BS08F42	1	Parks
Desktop	9JQVWK2	1	Parks
Monitor	CN-02MVD5	1	Parks
Misc office desks		15	URS
Storage lockers		4	URS
large rolling table		1	URS
100 gallon L shaped transfer tank		3	URS
Ford Tail gate		4	URS
Misc wheels and tires		15	URS
Grill guard for pickup		2	URS
Heavy Duty transmission		1	URS

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 16-12-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell C3765dnf printer
1. Manufacturer ID #:	5BPYF42
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William H. Beechinor 12/16/2021 4:54 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 16-12-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell C3765dnf printer
1. Manufacturer ID #:	5BPYF42
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ William H. Beechinor 12/16/2021 4:54 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|brian.olson@wilco.org - 11-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	CARDIAC SCIENCE POWERHEART AED G3
1. Manufacturer ID #:	4037544, 375985, 4312495, 4042349, 4274293
1. Oracle Asset #:	196697, 203704, 203703, 193714, 193717
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	4
2. Description:	CARDIAC SCIENCE POWERHEART AED G3
2. Manufacturer ID #:	4301110, 4026132, 4026066, 4041626
2. Oracle Asset #:	193716, 196695, 196698, 193715
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	SAMSUNG UN50N76900F TELEVISION
3. Manufacturer ID #:	SN: 07TM3CAK704385V / WILCO TAG: 10341
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 4
Transferring Dept. Contact Person	Brian Olson
Transferring Dept. Contact Ph#:	512-352-4181
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ BRIAN OLSON 11/11/2021 5:54 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|brian.olson@wilco.org - 11-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	CARDIAC SCIENCE POWERHEART AED G3
1. Manufacturer ID #:	4037544, 375985, 4312495, 4042349, 4274293
1. Oracle Asset #:	196697, 203704, 203703, 193714, 193717
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	4
2. Description:	CARDIAC SCIENCE POWERHEART AED G3
2. Manufacturer ID #:	4301110, 4026132, 4026066, 4041626
2. Oracle Asset #:	193716, 196695, 196698, 193715
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	SAMSUNG UN50N76900F TELEVISION
3. Manufacturer ID #:	SN: 07TM3CAK704385V / WILCO TAG: 10341
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 4
Transferring Dept. Contact Person	Brian Olson
Transferring Dept. Contact Ph#:	512-352-4181
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ BRIAN OLSON 11/11/2021 5:54 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	11
1. Description:	TOWERS- DELL
1. Manufacturer ID #:	DFJCDX1, DZ8V8Y1, DYWT8Y, DZ0V8Y1, DZ9T8Y1, 463DGX1, DZ1V8Y1, DZ1W8Y1, DZ0X8Y1, 76M57Y1, OKXGVD
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	TOWERS- ACER
2. Manufacturer ID #:	42001795296, 41800850596
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	5
3. Description:	CYBERPOWER BACK UP
3. Manufacturer ID #:	CPM902000180, CQB05200084, CPABZ2002768, CQBOS2000082, CPADV2005343
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	12
4. Description:	APC BACK UP
4. Manufacturer ID #:	JB044301947, BB0522037416, JB0443016976, JB0443016898, 5B1040T64256, 3B0848X66758, 3B0848X66752, 3B0848X66815, 3B0848X66749, 3B0848X66840, 3B0848X66882, QB0432232744
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	5
5. Description	TV/CART- PANASONIC, RCA, EMERSON, APOLLO ROLLING CART
5. Manufacturer ID #	PV-M2037, C243M71LF, 652-30300056
5. Oracle Asset #	NOT FOUND IN ORACLE

Asset Status Change

Asset Status Change

5. Condition of Assets	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	5129433504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 11/9/2021 3:25 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	11
1. Description:	TOWERS- DELL
1. Manufacturer ID #:	DFJCDX1, DZ8V8Y1, DYWT8Y, DZ0V8Y1, DZ9T8Y1, 463DGX1, DZ1V8Y1, DZ1W8Y1, DZ0X8Y1, 76M57Y1, OKXGVD
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	2
2. Description:	TOWERS- ACER
2. Manufacturer ID #:	42001795296, 41800850596
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	5
3. Description:	CYBERPOWER BACK UP
3. Manufacturer ID #:	CPM902000180, CQB05200084, CPABZ2002768, CQBOS2000082, CPADV2005343
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	12
4. Description:	APC BACK UP
4. Manufacturer ID #:	JB044301947, BB0522037416, JB0443016976, JB0443016898, 5B1040T64256, 3B0848X66758, 3B0848X66752, 3B0848X66815, 3B0848X66749, 3B0848X66840, 3B0848X66882, QB0432232744
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	5
5. Description	TV/CART- PANASONIC, RCA, EMERSON, APOLLO ROLLING CART
5. Manufacturer ID #	PV-M2037, C243M71LF, 652-30300056
5. Oracle Asset #	NOT FOUND IN ORACLE

Asset Status Change

Asset Status Change

5. Condition of Assets	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	5129433504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 11/9/2021 3:25 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	BOOKCASES
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	PC- LENOVO
2. Manufacturer ID #:	MJ03F5N9
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	DVD- MAGNAVOX, PHILLIPS
3. Manufacturer ID #:	U19789908, 33-41-027-01B
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	PROJECTOR- EPSON
4. Manufacturer ID #:	EYM02Y0849K
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	4
5. Description	KODAK PRINTER/INK
5. Manufacturer ID #	MO88852
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	5129433504

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 11/9/2021 3:26 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	BOOKCASES
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	PC- LENOVO
2. Manufacturer ID #:	MJ03F5N9
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	DVD- MAGNAVOX, PHILLIPS
3. Manufacturer ID #:	U19789908, 33-41-027-01B
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	PROJECTOR- EPSON
4. Manufacturer ID #:	EYM02Y0849K
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	4
5. Description	KODAK PRINTER/INK
5. Manufacturer ID #	MO88852
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	5129433504

Asset Status Change

Asset Status Change

Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 11/9/2021 3:26 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	LAPTOP ROLLING DESK
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	5-SHELF PLASTIC SHELVING UNIT
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	4
3. Description:	PLUGABLE USB DOCKING STATION
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	IOGEAR WIRELESS USB HUB
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	D-LINK PRINT SERVER
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	5129433504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 11/9/2021 3:26 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	LAPTOP ROLLING DESK
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	5-SHELF PLASTIC SHELVING UNIT
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	4
3. Description:	PLUGABLE USB DOCKING STATION
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	IOGEAR WIRELESS USB HUB
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	D-LINK PRINT SERVER
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	5129433504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 11/9/2021 3:26 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MEMOREX 100PK CD CASES
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	8
2. Description:	FAN- MASSCOOL, SEYTHE SFLEX, ARCTIC COOLING
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	4
3. Description:	KD LINKS ETHERNET ADAPTER
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	5129433504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 11/9/2021 3:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MEMOREX 100PK CD CASES
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	8
2. Description:	FAN- MASSCOOL, SEYTHE SFLEX, ARCTIC COOLING
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	4
3. Description:	KD LINKS ETHERNET ADAPTER
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	5129433504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa Ramos 11/9/2021 3:27 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	PRINTERS- BROTHER
1. Manufacturer ID #:	U62712D3N396882, U61443K7J305707, U61281A7J683523, U62712H3N836774, U61443G7J173486, U64966L7N310802, U63084K4N887720, U63084H4N830240, U61506L8J806554
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	15
2. Description:	Monitors- DELL, ACER, SAMSUNG, ASUS, AOC, VIEWSONIC, SCEPTRE, HANNS-G,
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	LAPTOPS- TOSHIBA
3. Manufacturer ID #:	DC19V-2.37A, 90126579QDC19V-3.42A
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	7
4. Description:	LAPTOPS- ACER
4. Manufacturer ID #:	LXT2G030060510CE851601, TP500LA-EB317, NXV7QAA004230058B01601, NXV7QAA00423003FBE1601, NXV7QAA004230057CC1601, NXV9VAA011445198FE7600, NXV7QAA0042300586A1601
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	LAPTOPS- DELL, LENOVO
5. Manufacturer ID #	41662872973, LR08NSM8
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown

Asset Status Change

Asset Status Change

Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	5129433504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa Ramos 11/9/2021 3:13 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|renee.saucedo@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	PRINTERS- BROTHER
1. Manufacturer ID #:	U62712D3N396882, U61443K7J305707, U61281A7J683523, U62712H3N836774, U61443G7J173486, U64966L7N310802, U63084K4N887720, U63084H4N830240, U61506L8J806554
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	15
2. Description:	Monitors- DELL, ACER, SAMSUNG, ASUS, AOC, VIEWSONIC, SCEPTRE, HANNS-G,
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	2
3. Description:	LAPTOPS- TOSHIBA
3. Manufacturer ID #:	DC19V-2.37A, 90126579QDC19V-3.42A
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	7
4. Description:	LAPTOPS- ACER
4. Manufacturer ID #:	LXT2G030060510CE851601, TP500LA-EB317, NXV7QAA004230058B01601, NXV7QAA00423003FBE1601, NXV7QAA004230057CC1601, NXV9VAA011445198FE7600, NXV7QAA0042300586A1601
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	2
5. Description	LAPTOPS- DELL, LENOVO
5. Manufacturer ID #	41662872973, LR08NSM8
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown

Asset Status Change

Asset Status Change

Transferring Dept.:	CSCD - State Purchased
Transferring Dept. Contact Person	Melissa Ramos
Transferring Dept. Contact Ph#:	5129433504
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Melissa Ramos 11/9/2021 3:13 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|gfrias@wilco.org - 15-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	13
1. Description:	Rolling Chairs
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	District Attorney
Transferring Dept. Contact Person	Grace Frias
Transferring Dept. Contact Ph#:	5129431234
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Grace Frias 11/15/2021 11:36 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022
Asset(s) delivered to warehouse on:	11/19/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|gfrias@wilco.org - 15-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	13
1. Description:	Rolling Chairs
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	District Attorney
Transferring Dept. Contact Person	Grace Frias
Transferring Dept. Contact Ph#:	5129431234
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Grace Frias 11/15/2021 11:36 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022
Asset(s) delivered to warehouse on:	11/19/2021
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL LATITUDE PP01X
1. Manufacturer ID #:	WILCO ID C01583
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mike Knipstein 11/9/2021 11:53 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	DELL LATITUDE PP01X
1. Manufacturer ID #:	WILCO ID C01583
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mike Knipstein 11/9/2021 11:53 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP LASERJET PRINTER 4700N, PRODUCT # Q7492A
1. Manufacturer ID #:	WILCO ID 3576, SERIAL # JPLLC09753
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL MONITOR M780
2. Manufacturer ID #:	POSSIBLE SERIAL # 5322DE2QD449
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	DELL LAPTOP INSPIRON 2600 PP04L
3. Manufacturer ID #:	POSSIBLE SERIAL # AP883169000
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	DELL RGB PROJECTOR 2200MP
4. Manufacturer ID #:	WILCO ID O00110
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	DELL PROJECTOR 1200MP
5. Manufacturer ID #	WILCO ID O00109
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mike Knipstein 11/9/2021 11:52 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/11/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 09-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP LASERJET PRINTER 4700N, PRODUCT # Q7492A
1. Manufacturer ID #:	WILCO ID 3576, SERIAL # JPLLC09753
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	DELL MONITOR M780
2. Manufacturer ID #:	POSSIBLE SERIAL # 5322DE2QD449
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	DELL LAPTOP INSPIRON 2600 PP04L
3. Manufacturer ID #:	POSSIBLE SERIAL # AP883169000
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	DELL RGB PROJECTOR 2200MP
4. Manufacturer ID #:	WILCO ID O00110
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	DELL PROJECTOR 1200MP
5. Manufacturer ID #	WILCO ID O00109
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mike Knipstein 11/9/2021 11:52 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/11/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 19-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MAGNUM UTILITY TRAILER 2008 12' X 78" 3000GVW
1. Manufacturer ID #:	1V5BA122281135630 EQUIPMENT # EF0812
1. Oracle Asset #:	157381
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mike Knipstein 11/19/2021 2:34 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 19-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MAGNUM UTILITY TRAILER 2008 12' X 78" 3000GVW
1. Manufacturer ID #:	1V5BA122281135630 EQUIPMENT # EF0812
1. Oracle Asset #:	157381
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-430-0991
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Mike Knipstein 11/19/2021 2:34 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 18-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	BATTERY CHARGER, SILVER BEAUTY,MODEL 8270,SERIES E
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	WELDER, MILLER,THUNDERBOLT 225
2. Manufacturer ID #:	JH147568
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	CHOP SAW, RIDGID,CM14500
3. Manufacturer ID #:	X0430?
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Ed Pospisil
Transferring Dept. Contact Ph#:	5129433343
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Ed Pospisil 11/19/2021 3:51 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jsalazar@wilco.org - 18-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	BATTERY CHARGER, SILVER BEAUTY,MODEL 8270,SERIES E
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	WELDER, MILLER,THUNDERBOLT 225
2. Manufacturer ID #:	JH147568
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	CHOP SAW, RIDGID,CM14500
3. Manufacturer ID #:	X0430?
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Ed Pospisil
Transferring Dept. Contact Ph#:	5129433343
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Ed Pospisil 11/19/2021 3:51 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 15-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	D-Link Day Network Cloud Camera
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell OptiPlex 780
2. Manufacturer ID #:	4R8K4M1
2. Oracle Asset #:	53769
2. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 11/16/2021 9:29 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 15-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	D-Link Day Network Cloud Camera
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell OptiPlex 780
2. Manufacturer ID #:	4R8K4M1
2. Oracle Asset #:	53769
2. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Tammy McCulley 11/16/2021 9:29 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sfriedman@wilco.org - 07-12-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP 600 Printer
1. Manufacturer ID #:	4864 Serial# CNCCG361NS
1. Oracle Asset #:	83235
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP Laser Jet 600 Printer
2. Manufacturer ID #:	5038 Serial# CNCCG3M18Y
2. Oracle Asset #:	83236
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell 3130cn Printer
3. Manufacturer ID #:	3715 Service Tag#22STYR1
3. Oracle Asset #:	60606
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell OptiPlex 7060
4. Manufacturer ID #:	9KF6BT2
4. Oracle Asset #:	219042
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Sentry Safe
5. Manufacturer ID #	Q058111
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Sheri Friedman

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-260-4253
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa East 12/9/2021 8:55 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sfriedman@wilco.org - 07-12-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP 600 Printer
1. Manufacturer ID #:	4864 Serial# CNCCG361NS
1. Oracle Asset #:	83235
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP Laser Jet 600 Printer
2. Manufacturer ID #:	5038 Serial# CNCCG3M18Y
2. Oracle Asset #:	83236
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Dell 3130cn Printer
3. Manufacturer ID #:	3715 Service Tag#22STYR1
3. Oracle Asset #:	60606
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Dell OptiPlex 7060
4. Manufacturer ID #:	9KF6BT2
4. Oracle Asset #:	219042
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Sentry Safe
5. Manufacturer ID #	Q058111
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Non-Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Sheri Friedman

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-260-4253
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa East 12/9/2021 8:55 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sfriedman@wilco.org - 07-12-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Misc Box of supplies
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Computer Stand
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	Chairs
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Sheri Friedman
Transferring Dept. Contact Ph#:	512-260-4253
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa East 12/7/2021 3:59 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sfriedman@wilco.org - 07-12-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Misc Box of supplies
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	Computer Stand
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	Chairs
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Sheri Friedman
Transferring Dept. Contact Ph#:	512-260-4253
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa East 12/7/2021 3:59 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sfriedman@wilco.org - 07-12-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Laser Jet Printer
1. Manufacturer ID #:	3720 SERIAL# JPDCJB50PT
1. Oracle Asset #:	173568
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP Laser Jet Printer
2. Manufacturer ID #:	4873 SERIAL# JPDCHCVOHL
2. Oracle Asset #:	148380
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	HP Laser Jet Printer
3. Manufacturer ID #:	4870 SERIAL# JPDCJB50Q4
3. Oracle Asset #:	173569
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HP Laser Jet Printer
4. Manufacturer ID #:	9466 SERIAL# JPDCG6S23V
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	HP Laser Jet Printer
5. Manufacturer ID #	5045 SERIAL# JPDCJ1T048
5. Oracle Asset #	151361
5. Condition of Assets	Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Sheri Friedman

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-260-4253
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa East 12/9/2021 8:55 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sfriedman@wilco.org - 07-12-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP Laser Jet Printer
1. Manufacturer ID #:	3720 SERIAL# JPDCJB50PT
1. Oracle Asset #:	173568
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP Laser Jet Printer
2. Manufacturer ID #:	4873 SERIAL# JPDCHCVOHL
2. Oracle Asset #:	148380
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	HP Laser Jet Printer
3. Manufacturer ID #:	4870 SERIAL# JPDCJB50Q4
3. Oracle Asset #:	173569
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	HP Laser Jet Printer
4. Manufacturer ID #:	9466 SERIAL# JPDCG6S23V
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	HP Laser Jet Printer
5. Manufacturer ID #	5045 SERIAL# JPDCJ1T048
5. Oracle Asset #	151361
5. Condition of Assets	Working
Transferring Dept.:	Justice of the Peace 2
Transferring Dept. Contact Person	Sheri Friedman

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-260-4253
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Melissa East 12/9/2021 8:55 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bbonner@wilco.org - 12-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Phone
1. Manufacturer ID #:	Lucent (old one).
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	apc smart ups battery Pack
2. Manufacturer ID #:	no info
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Cannon Printer
3. Manufacturer ID #:	mx392
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Benita Bonner
Transferring Dept. Contact Ph#:	512-943-1926
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Benita Bonner 11/12/2021 4:24 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bbonner@wilco.org - 12-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Phone
1. Manufacturer ID #:	Lucent (old one).
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	apc smart ups battery Pack
2. Manufacturer ID #:	no info
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	1
3. Description:	Cannon Printer
3. Manufacturer ID #:	mx392
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Benita Bonner
Transferring Dept. Contact Ph#:	512-943-1926
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Benita Bonner 11/12/2021 4:24 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bbonner@wilco.org - 12-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor Desktop
1. Manufacturer ID #:	5RWDYV1
1. Oracle Asset #:	65114
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	Dell CPU
2. Manufacturer ID #:	5RXBYV1, 8MG7JV2, G8PK4K1, 1DS9Q22
2. Oracle Asset #:	65113, 224117, 49931, 113258
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	Monitors
3. Manufacturer ID #:	CN0X318J7426195G7R25, CN0FP816742617AP7EMS, CN0C182J744, cseb5ha00001045992FL14
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	12
4. Description:	Keyboards, MOUSE
4. Manufacturer ID #:	wired 7; wireless 2; Wireless 1(not working); mouse 2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Benita Bonner
Transferring Dept. Contact Ph#:	512-943-1926
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Benita Bonner 11/12/2021 4:22 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept.	✘

Asset Status Change

Asset Status Change

Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bbonner@wilco.org - 12-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Monitor Desktop
1. Manufacturer ID #:	5RWDYV1
1. Oracle Asset #:	65114
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	Dell CPU
2. Manufacturer ID #:	5RXBYV1, 8MG7JV2, G8PK4K1, 1DS9Q22
2. Oracle Asset #:	65113, 224117, 49931, 113258
2. Condition of Assets:	Working
3. Quantity (Mandatory):	4
3. Description:	Monitors
3. Manufacturer ID #:	CN0X318J7426195G7R25, CN0FP816742617AP7EMS, CN0C182J744, cseb5ha00001045992FL14
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	12
4. Description:	Keyboards, MOUSE
4. Manufacturer ID #:	wired 7; wireless 2; Wireless 1(not working); mouse 2
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Benita Bonner
Transferring Dept. Contact Ph#:	512-943-1926
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Benita Bonner 11/12/2021 4:22 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept.	✘

Asset Status Change

Asset Status Change

Head/Auth Staff Signature:	
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|bbonner@wilco.org - 12-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell CPU
1. Manufacturer ID #:	9JQTWK2 (2928)
1. Oracle Asset #:	193762
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell Laptops
2. Manufacturer ID #:	222MR32 (2941)
2. Oracle Asset #:	125306
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	Star TSP 100
3. Manufacturer ID #:	Printer for POS system.
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
4. Quantity (Mandatory):	5
4. Description:	Verifone
4. Manufacturer ID #:	904218987, 904218890, 903919260, 904218886, 904218993. See note below.
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Non-Working
5. Quantity (Mandatory):	3
5. Description	POS 2, 3, & 8
5. Manufacturer ID #	WC # 5330, RCI 452953, RCI 452952,
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Benita Bonner

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	512-943-1926
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Russell Fishbeck 11/16/2021 3:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kgeer@wilco.org - 22-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2003 Better Built Fuel Tank
1. Manufacturer ID #:	NA / PZ0310
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Keith Geer
Transferring Dept. Contact Ph#:	512-943-1944
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Keith Geer 11/22/2021 3:47 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|alejandra.urista@wilco.org - 13-12-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Point of Sale
1. Manufacturer ID #:	2929
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Point of Sale
2. Manufacturer ID #:	5376
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Desktop
3. Manufacturer ID #:	BS08F42
3. Oracle Asset #:	125310
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Desktop
4. Manufacturer ID #:	9JQVWK2
4. Oracle Asset #:	193763
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Monitor
5. Manufacturer ID #	CN-02MVD5
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Alejandra Urista

Asset Status Change

Asset Status Change

Transferring Dept. Contact Ph#:	5129433560
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Benita Bonner 12/13/2021 11:54 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|shea.webb@wilco.org - 22-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	15
1. Description:	Misc office desks
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	Storage lockers
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	large rolling table
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Working
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Shea Webb
Transferring Dept. Contact Ph#:	512-943-5293
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Shea Webb 11/22/2021 10:05 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|shea.webb@wilco.org - 22-11-2021
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	100 gallon L shaped transfer tank
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	4
2. Description:	Ford Tail gate
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	15
3. Description:	Misc wheels and tires
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	2
4. Description:	Gill Guard for pickup
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	Heavy Duty transmission
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Unified Road Systems
Transferring Dept. Contact Person	Shea Webb
Transferring Dept. Contact Ph#:	512-943-5293
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Shea Webb 11/22/2021 10:02 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘

Asset Status Change

Asset Status Change

Purchasing Final Determination	Auction
Court Date:	1/4/2022

Asset Status Change

Commissioners Court - Regular Session **11.**

Meeting Date: 01/11/2022

Assets for Transfer Monthly Report 1.11.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Tx. Local Gov't Code 263.152, for the period of 12/01/2021 through 12/31/2021.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report 1.11.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 05:48 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:37 AM
Form Started By: Mary Watson		Started On: 12/17/2021 09:42 AM
Final Approval Date: 01/06/2022		

"December 2021 Monthly Report **Court Date:** 1/11/2022

Williamson County - Assets for Transfer

Agenda #: 28288

Item	Serial Number	Quantity	From Department	To Department
metal shelving rolling unit		7	County Attorney	County Clerk

Asset Status Change

Title:	i:0#.f|membership|slloyd@wilco.org - 08-12-2021
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	7
1. Description:	metal shelving rolling unit
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Working
Transferring Dept.:	County Attorney
Transferring Dept. Contact Person	Stephanie Lloyd
Transferring Dept. Contact Ph#:	943-1116
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Stephanie Lloyd 12/15/2021 4:08 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	County Clerk
Receiving Department Contact Person:	Bradley Weems
Receiving Dept. Contact Ph#:	943-1151
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Nancy Rister
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ Nancy E Rister 12/15/2021 4:07 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/4/2022

Asset Status Change

Commissioners Court - Regular Session **12.**

Meeting Date: 01/11/2022

Justice of the Peace 3 NOVEMBER 2021 Monthly Report

Submitted For: Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November 2021 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/29/2021 01:22 PM
Form Started By: Mary Alcala		Started On: 12/29/2021 11:10 AM
Final Approval Date: 12/29/2021		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 15 **day of** December **2021, to certify which witness my hand and seal of office.**

P. KAMMERER
Notary Public, State of Texas
Comm. Expires 09-11-2023
Notary ID 132168296

NOTARY PUBLIC
in and for the State of Texas

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2021 - 11/30/2021** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	4,206.75
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	5,160.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	815.00
	0100 - General Fund Total:	**10,181.75**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-3-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,630.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-3-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	978.00
	0399 - State Agency Fund Total:	**2,608.00**
	Fee Totals for All Funds:	**12,789.75**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2021 - 11/30/2021** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	15.00	3	0.00	0	0.00	0	15.00	3
CCFF	Counter/Cross Claim Filing Fee	50.00	2	0.00	0	0.00	0	50.00	2
CCOP	Civil Copies	8.50	7	0.00	0	0.00	0	8.50	7
CERT	Certified Copy	17.25	4	0.00	0	0.00	0	17.25	4
CONT3	Constable Service Fee Pct #3	4,410.00	49	0.00	0	0.00	0	4,410.00	49
EFF	Electronic Filing Fee	1,630.00	163	0.00	0	0.00	0	1,630.00	163
ISF	Indigent Legal Services Fee	978.00	163	0.00	0	0.00	0	978.00	163
JCF	Civil Filing Fee	3,675.00	147	0.00	0	0.00	0	3,675.00	147
JCTF	Judicial/Court Training Fee Due to State	815.00	163	0.00	0	0.00	0	815.00	163
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
SCFF	Small Claims Filing Fee	350.00	14	0.00	0	0.00	0	350.00	14
WPOSS	Writ of Possession	25.00	5	0.00	0	0.00	0	25.00	5
WSF3	JP3 - Writ Service Fee	750.00	5	0.00	0	0.00	0	750.00	5
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		12,789.75	728	0.00	0	0.00	0	12,789.75	728

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2021 - 11/30/2021** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	10.00
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,898.12
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	406.30
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	137.60
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	1,173.58
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	867.76
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	5.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	57,538.50
	0100 - General Fund Total:	**63,036.86**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	214.99
	0361 - JP Security Fund Total:	**214.99**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	5.59
	0365 - Child Safety Fund Total:	**5.59**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	263.70
	0367 - JP-3 Truancy Program Fund Total:	**263.70**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	214.99
	0372 - Justice Court Technology Fund Total:	**214.99**

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2021 - 11/30/2021** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	95.48
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	2,029.68
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	202.99
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	304.41
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	221.10
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	3.00
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	657.96
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	101.52
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	62.50
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	1,193.71
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	513.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	62.90
	0399 - State Agency Fund Total:	**5,448.25**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	500.00
	JP BOND Total:	**500.00**
	Fee Totals for All Funds:	**69,684.38**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2021 - 11/30/2021** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	171.10	39	0.00	0	0.00	0	171.10	39
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	87.60	23	0.00	0	0.00	0	87.60	23
CB	Cash Bond	500.00	1	0.00	0	0.00	0	500.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	2,029.68	61	0.00	0	0.00	0	2,029.68	61
CFINE	County Fine	57,538.50	567	0.00	0	0.00	0	57,538.50	567
CHS	Courthouse Security Fee (CCP 102.017)	161.23	64	0.00	0	0.00	0	161.23	64
CHSJC	JP Security Fee (CCP 102.017)	53.76	64	0.00	0	0.00	0	53.76	64
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.60	1	0.00	0	0.00	0	0.60	1
COLLFEE	Collection Agency Fee	2,898.12	50	0.00	0	0.00	0	2,898.12	50
COPIES	Certified Copies	2.75	1	0.00	0	0.00	0	2.75	1
COPY	Copies	1.00	1	0.00	0	0.00	0	1.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	5.59	1	0.00	0	0.00	0	5.59	1
DDF	Deferred Disposition Fee	1,071.00	13	0.00	0	0.00	0	1,071.00	13
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	3.04	1	0.00	0	0.00	0	3.04	1
FNTC1	Child Safety Seat Fine Trauma Center	62.50	2	0.00	0	0.00	0	62.50	2
IDF	Indigent Defense Fee (LGC 133.107)	101.52	61	0.00	0	0.00	0	101.52	61
JCTF	Justice Court Technology Fee (CCP 102.0173)	214.99	64	0.00	0	0.00	0	214.99	64
JFR	Jury Reimbursement Fee (CCP 102.0045)	202.99	61	0.00	0	0.00	0	202.99	61
JTP	Juvenile Truancy Program (CCP 102.0174)	263.70	63	0.00	0	0.00	0	263.70	63
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	47.74	58	0.00	0	0.00	0	47.74	58
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	47.74	58	0.00	0	0.00	0	47.74	58
JUSFC	Judicial Support Fund - County (LGC 133.105)	29.80	60	0.00	0	0.00	0	29.80	60
JUSFS	Judicial Support Fund - State (LGC 133.105)	274.01	61	0.00	0	0.00	0	274.01	61
MVF	Moving Violation Fee (CCP 102.022)	3.00	36	0.00	0	0.00	0	3.00	36
OMNI	OMNI Fee	238.77	46	0.00	0	0.00	0	238.77	46
OMNIC	OMNI Fee - County	159.17	46	0.00	0	0.00	0	159.17	46
OMNIS	OMNI Fee - State	795.77	46	0.00	0	0.00	0	795.77	46
SFC3	Service/Arrest Fee - Const. 3	55.00	10	0.00	0	0.00	0	55.00	10

Payment Report - Fee Code Summary

Transaction Date: **11/01/2021 - 11/30/2021** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFC4	Service/Arrest Fee - Const. 4	5.00	1	0.00	0	0.00	0	5.00	1
SFMCWV	State Fine - Motor Carrier Weight Violation	513.00	7	0.00	0	0.00	0	513.00	7
SFOC	Service Fee - Out of County	30.00	6	0.00	0	0.00	0	30.00	6
STF	State Traffic Fee (TC 542.4031)	657.96	26	0.00	0	0.00	0	657.96	26
TPC	Time Payment Fee - County	26.66	3	0.00	0	0.00	0	26.66	3
TPS	Time Payment Fee - State	36.24	5	0.00	0	0.00	0	36.24	5
TPWF	Texas P&W Fine	406.30	4	0.00	0	0.00	0	406.30	4
UFA	Uniform Traffic Act (TC 542.403)	65.79	26	0.00	0	0.00	0	65.79	26
WARC3	Warrant Fee - Constable Pct. 3	812.76	19	0.00	0	0.00	0	812.76	19
WCSO	Williamson County Sheriff	50.00	1	0.00	0	0.00	0	50.00	1
WFDPS	Warrant Fee - DPS	50.00	1	0.00	0	0.00	0	50.00	1

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	69,684.38	1,660	0.00	0	0.00	0	69,684.38	1,660

Commissioners Court - Regular Session **13.**

Meeting Date: 01/11/2022

County Attorney November 2021 Monthly Report

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/03/2022 11:21 AM
Form Started By: Stephanie Lloyd		Started On: 12/30/2021 04:15 PM
Final Approval Date: 01/03/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 30th day of December, 2021, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

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

CA - AR Receipts

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	04-Nov-2021	30708	2019-6293	$ 60.00
			17-Nov-2021	30750	2019-5239	$ 300.00
			24-Nov-2021	30785	2021-1310	$ 450.00
207015 Total						**$ 810.00**
341300	0406	CO ATTY HC FEES	05-Nov-2021	30715	HC FEES OCT 2021	$ 225.00
341300 Total						**$ 225.00**
351000	0364	CO ATTY INTERVENTION	01-Nov-2021	30693	2021-0756	$ 500.00
			03-Nov-2021	30702	2019-6293 2020-0733 2021-0243 2021-0341 2021-0772 2021-1751	$ 2,860.00
			05-Nov-2021	30715	2020-0399 2020-3611	$ 1,000.00
			10-Nov-2021	30734	2020-2229 2021-2369	$ 720.00
			17-Nov-2021	30750	2020-2343 2020-3234 2020-3424 2021-1134	$ 1,860.00
			22-Nov-2021	30770	2021-1353	$ 500.00
			29-Nov-2021	30791	2021-1920 2021-1993	$ 720.00
			30-Nov-2021	30578-C	REVERSE 2020-3790 REC 30578-3 ALREADY ACCOUNTED FOR IN REC 30578-2	$ 5.00
351000 Total						**$ 8,165.00**
352200	0100	CO ATTY	05-Nov-2021	30715	21-0625-CC3/JUAN CARLOS ROSAS-CRUZ	$ 678.00
			12-Nov-2021	30739	21-1540-CC2, 21-1541-CC2 B BANDA	$ 200.00
			19-Nov-2021	30761	21-1550-CC3/WILMA JANE BEAN	$ 500.00
352200 Total						**$ 1,378.00**
Grand Total						**$ 10,578.00**

Restitution November 2021

Date	Payor	Amount	Case #	Deposit Date
11/3/2021	Chase Thomas Tuxhorn	$ 60.00	2019-6293	11/4/2021
		$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
11/10/2021	Gerard Green	$ 300.00	2019-5239	11/16/2021
		$ 300.00		
Date	Payor	Amount	Case #	Deposit Date
11/18/2021	Ramon Villalobos Enriquez	$ 450.00	2021-1310	11/23/2021
		$ 450.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **10/01/2021 - 10/31/2021** **Ignore Tender Holds: No**

Final Copy

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary						
Code Word	**Description**	**(+) Collection Amount**	**(+) Previous Escrow**	**(-) Escrow Deductions**	**(-) Escrow Held**	**Disbursement Amount**
CHKFEE	Check Fee	225.00	0.00	0.00	0.00	225.00

	(+) Collection Amount	**(+) Previous Escrow**	**(-) Escrow Deductions**	**(-) Escrow Held**	**Disbursement Amount**
Disbursement Summary Totals	225.00	0.00	0.00	0.00	225.00

Disbursement Detail

Check ID Number	**Defendant**	**Code**	**(+) Collection Amount**	**(+) Previous Escrow**	**(-) Escrow Deductions**	**(-) Escrow Held**	**Disbursement Amount**
19-00272	Padilla, Wendy (PID #: 1480426)	CHKFEE	75.00	0.00	0.00	0.00	75.00
19-00273	Padilla, Wendy (PID #: 1480426)	CHKFEE	75.00	0.00	0.00	0.00	75.00
21-00038	Cotner, Sondra (PID #: 1416816)	CHKFEE	30.00	0.00	0.00	0.00	30.00
21-00042	Mahajan, Puneet (PID #: 1779723)	CHKFEE	15.00	0.00	0.00	0.00	15.00
21-00043	Simon, Samantha (PID #: 1782194)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			**225.00**	**0.00**	**0.00**	**0.00**	**225.00**

PTI Fees November 2021

10/30/2021	Carl Davis Buntz	$ 500.00	2021-0756	11/1/2021
		$ 500.00		
11/1/2021	Amoriest Devanee Saavedra	$ 500.00	2021-1751	11/3/2021
11/1/2021	Thomas Ray Bartley	$ 360.00	2021-0772	11/3/2021
11/1/2021	Alec John Quinn	$ 500.00	2021-0243	11/3/2021
11/2/2021	Delton Cobert Drum	$ 500.00	2021-0341	11/3/2021
11/2/2021	Angela Ellen Sheridan	$ 500.00	2020-0733	11/3/2021
11/2/2021	Chase Thomas Tuxhorn	$ 500.00	2019-6293	11/3/2021
		$ 2,860.00		
11/3/2021	Fon Edward Sparks	$ 500.00	2020-0399	11/5/2021
11/4/2021	Jennifer Irene Gildon	$ 500.00	2020-3611	11/5/2021
		$ 1,000.00		
11/8/2021	Jose Nolasco	$ 360.00	2020-2229	11/10/2021
11/9/2021	Nathan Salty	$ 360.00	2021-2369	11/10/2021
		$ 720.00		
11/15/2021	Mina Sotelo	$ 360.00	2020-3234	11/17/2021
11/15/2021	Darryl Antwine Williams	$ 500.00	2020-3424	11/17/2021
11/16/2021	Anna Emilia Fernandez-Guerrero	$ 500.00	2021-1134	11/17/2021
11/16/2021	Ronald Gabriel Andrade, II	$ 500.00	2020-2343	11/17/2021
		$ 1,860.00		
11/19/2021	Julia Lee Forister	$ 500.00	2021-1353	11/22/2021
		$ 500.00		
11/22/2021	Rebecka Gloria Almanza	$ 360.00	2021-1920	11/24/2021
11/23/2021	Pamela Ann Hammett	$ 360.00	2021-1993	11/24/2021
		$ 720.00		

Commissioners Court - Regular Session **14.**

Meeting Date: 01/11/2022

Reappointment to the Clean Air Coalition

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

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on reappointing Commissioner Terry Cook to the Central Texas Clean Air Coalition (CAC) of the Capital Area Council of Governments to serve until December 31, 2023 in accordance with the CAC bylaws.

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	12/29/2021 04:05 PM
Form Started By: Garry Brown		Started On: 12/29/2021 04:00 PM
Final Approval Date: 12/29/2021		

Commissioners Court - Regular Session **15.**

Meeting Date: 01/11/2022

Appointment of Veteran Service Officers

Submitted By: Sherry Golden, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding appointing David Stading and Eric Medford as Assistant County Veteran Service Officers.

Background

Designating David Stading and Eric Medford as Assistant County Veteran Service Officers makes them eligible for training Pursuant to Texas Government Code Section 434.038(a) and Texas Government Code Section 434.038 TRAINING AND CERTIFICATION.

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	01/06/2022 02:59 PM
Form Started By: Sherry Golden		Started On: 01/06/2022 02:55 PM
Final Approval Date: 01/06/2022		

Commissioners Court - Regular Session **16.**

Meeting Date: 01/11/2022

Recognize completion of required continuing education hours for the Tax Assessor Collector

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

Background

Pursuant to Section 6.231(d) which requires the Tax Assessor/Collector to file annually a continuing education certificate of completion with the Commissioners' Court of the county in which the county Assessor/Collector holds office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TAC Continuing education

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	12/17/2021 04:37 PM
Form Started By: Judy Kocian		Started On: 12/17/2021 04:34 PM
Final Approval Date: 12/17/2021		

TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 1/2/2021 - 1/1/2022

Hon. Larry Gaddes, PCAC, CTA
Tax Assessor-Collector
Williamson County
904 S Main St
Georgetown, TX 78626-5829

ID: 231060
Phone: (512) 943-1954
Fax: (512) 943-3263
Enrolled Date: 01/02/2017

Date	Description	Earned Hours
01/02/2021	Excess hours carried from 2021	10.00
03/05/2021	Cybersecurity	1.00
03/26/2021	Texas Public Funds Investment Act	2.00
04/14/2021	Bluebonnet Regional Meeting	4.00
06/10/2021	87th Annual Tax Assessor-Collectors Association Conference	13.75
06/30/2021	Conference of the County Investment Academy	15.00
11/10/2021	Accounting in a County Tax Office	2.00
11/11/2021	2021 VG Young School for Tax Assessor-Collectors	11.00
	Total Hours for Year:	58.75

You have met your education requirements for the period 01/02/2021 - 01/01/2022.

You may carry forward to the next reporting period 10.00 hours.

Texas Property Tax Code § 6.231
(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.
(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

Print Date: 12/15/2021

For questions regarding CE hours, please contact the TACA Education Director at education@tacaoftexas.org.

Commissioners Court - Regular Session **17.**

Meeting Date: 01/11/2022

Approval of Agreement for Odyssey Customization Requests from Tyler Technologies, Inc. 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 agreements for Tyler Technologies customization requests in the total amount of $14,800, pursuant to Sourcewell contract #090320-TTI, and authorizing execution of the agreements.

Background

Approval of this item will add customizations to current Tyler Technologies software products and benefit the Pre-Trial Department. These customizations include the addition of arrest date column to caseload report ($2,000), addition of mugshots to the Odyssey Integration ($4,800), and financial assessment revisions ($8,000). An agreement is attached for each customization request. IT, legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to FY22 01.0100.0503.004100. Department contact is Deanna Saucedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Arrest Date Column

Addition of Mugshots

Addition of Financial Assessment

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 09:37 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 10:07 AM
Form Started By: Erica Smith		Started On: 12/30/2021 12:12 PM
Final Approval Date: 01/06/2022		

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Development Services: Add Arrest Date Column to Caseload Report	10	200	$2,000
		TOTAL CONTRACT AMOUNT	**$2,000**

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

By: Sherry Clark
Sherry Clark (Dec 15, 2021 08:45 CST)

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: Dec 15, 2021

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

Professional Services Agreement
Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

3. Termination. The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCTOF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
a) Commercial general liability of at least $1,000,000;
b) Automobile liability of at least $1,000,000;
c) Professional liability of at least $1,000,000; and
d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

(k) 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 Client 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 Client 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 Client'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.

(l) Right to Audit: Tyler agrees that client or its duly authorized representatives shall, once per year until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that client shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. Client shall be responsible for the cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement.

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

2021.12.15-TX Williamson County-PSA-Add Arrest Date Column to Caseload Report

Final Audit Report 2021-12-15

Created:	2021-12-15
By:	Stephanie Brooks (stephanie.brooks@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkuRKapnzwr4dJCpCks4bXj5vtpV9FMez

"2021.12.15-TX Williamson County-PSA-Add Arrest Date Column to Caseload Report" History

Document created by Stephanie Brooks (stephanie.brooks@tylertech.com)
2021-12-15 - 2:36:39 PM GMT- IP address: 163.116.129.119

Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2021-12-15 - 2:37:41 PM GMT

Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2021-12-15 - 2:45:04 PM GMT- IP address: 163.116.129.113

Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2021-12-15 - 2:45:18 PM GMT - Time Source: server- IP address: 163.116.129.113

Agreement completed.
2021-12-15 - 2:45:18 PM GMT

Adobe Sign

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Development Services: Add Mugshots to the Odyssey Intergration	24	200	$4,800
		TOTAL CONTRACT AMOUNT	**$4,800**

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

By: Sherry Clark
Sherry Clark (Dec 15, 2021 08:44 CST)

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: Dec 15, 2021

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

Professional Services Agreement
Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

3. Termination. The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCTOF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
a) Commercial general liability of at least $1,000,000;
b) Automobile liability of at least $1,000,000;
c) Professional liability of at least $1,000,000; and
d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

(k) 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 Client 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 Client 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 Client'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.

(l) Right to Audit: Tyler agrees that client or its duly authorized representatives shall, once per year until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that client shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. Client shall be responsible for the cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement.

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

2021.12.15-TX Williamson County-PSA-Add Mugshots-Odyssey Intergration

Final Audit Report 2021-12-15

Created:	2021-12-15
By:	Stephanie Brooks (stephanie.brooks@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjAymiWIsrrOcIS19Bv7cjvZ-C09Ns_G9

"2021.12.15-TX Williamson County-PSA-Add Mugshots-Odyssey Intergration" History

Document created by Stephanie Brooks (stephanie.brooks@tylertech.com)
2021-12-15 - 2:38:13 PM GMT- IP address: 163.116.129.119

Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2021-12-15 - 2:39:48 PM GMT

Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2021-12-15 - 2:43:44 PM GMT- IP address: 52.54.254.104

Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2021-12-15 - 2:44:05 PM GMT - Time Source: server- IP address: 163.116.129.113

Agreement completed.
2021-12-15 - 2:44:05 PM GMT

Adobe Sign

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Development Services: Wilco Financial Assessment Revisions	40	$200.00	$8,000
		TOTAL CONTRACT AMOUNT	**$8,000**

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.

By: Sherry Clark
Sherry Clark (Dec 15, 2021 08:38 CST)

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: Dec 15, 2021

CLIENT

By: _____

Name: _____

Title: _____

Date: _____

Professional Services Agreement
Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

3. Termination. The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving party shall not disclose, use, or reproduce, or authorize any third party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing party; provided, however, that the receiving party may disclose such confidential information to its employees and representatives of the receiving party as may be required to perform its obligations under this Agreement and, provided further, that the receiving party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (i) information that is publicly known or becomes publicly known through no fault of the receiving party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either party before entering into this Agreement and thereafter.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCTOF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
a) Commercial general liability of at least $1,000,000;
b) Automobile liability of at least $1,000,000;
c) Professional liability of at least $1,000,000; and
d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

(k) 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 Client 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 Client 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 Client'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.

(l) Right to Audit. Tyler agrees that client or its duly authorized representatives shall, once per year until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any and all books, documents, papers and records of Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, provided however, that any such audit shall be subject to Tyler's current confidentiality and security policies. Tyler agrees that client shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Tyler reasonable advance notice, but no less than thirty (30) days advance written notice, of intended audits. Client shall be responsible for the cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement.

(m) Texas Law Applicable to Indemnification. All indemnifications or limitations of liability shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Client's rights.

2021.12.15-TX Williamson County-PSA-Wilco Financial Assess

Final Audit Report 2021-12-15

Created:	2021-12-15
By:	Stephanie Brooks (stephanie.brooks@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv_siqDvV3OL2VwhOfWvmIDHbpne7SWif

"2021.12.15-TX Williamson County-PSA-Wilco Financial Assess " History

Document created by Stephanie Brooks (stephanie.brooks@tylertech.com)
2021-12-15 - 2:34:46 PM GMT

Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2021-12-15 - 2:36:10 PM GMT

Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2021-12-15 - 2:37:48 PM GMT- IP address: 163.116.129.113

Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2021-12-15 - 2:38:10 PM GMT - Time Source: server- IP address: 163.116.129.113

Agreement completed.
2021-12-15 - 2:38:10 PM GMT

Commissioners Court - Regular Session **18.**

Meeting Date: 01/11/2022

Approval of Central Square Agreement for Safety Project Management and Technical Services for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Williamson County and Central Square in the amount of $30,470.00, for Safety Project Management and Technical Services and exempting the purchase from the competitive bidding requirements for said service established by Section 262.024 (a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions, and authorizing the execution of the agreement.

Background

Approval of this item will support the Williamson County Sheriff's Office. Central Square was sole sourced under discretionary exemptions as the sole provider for public safety software in Commissioner's Court on 5.5.2020. This agreement is for a one-time service fee from the existing vendor to assist with moving data to new servers. The attached quote has more defined information regarding the summary of service. Legal, IT, Contract Audit and Budget have reviewed this quote. The line item being charged is 01.0100.0503.004100. The department point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Central Square redacted quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 09:26 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 10:06 AM
Form Started By: Mary Watson		Started On: 12/22/2021 11:22 AM
Final Approval Date: 01/06/2022		

DocuSign Envelope ID: E15CE31A-63A7-4F96-B837-87256F638CF3

CENTRALSQUARE

SALES ORDER
PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Williamson County, TX ("Client") and Superion, a CentralSquare Technologies company, as successor in interest to SunGard Public Sector Inc. ("Superion") and shall be effective as of the date of the last signature herein.

Quote Number: is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Services

- 100% due upon completion

Payment due in full 30 days from date of invoice.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: Software License and Services Agreement; Contract No. 100273 dated and signed March 30th, 2010, including addenda (the "Master Agreement"). ALL OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT AND PREVIOUS AMENDMENTS THERETO REMAIN THE SAME.

Purchase Order. Customer may provide Superion with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to Superion shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay Superion in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Signature Page to Follow

4100

DocuSign Envelope ID: E15CE31A-63A7-4F96-B837-87256F638CF3

Superior, LLC	Williamson County, TX
1000 Business Center Dr. Lake Mary, FL 32746	301 SE Inner Loop Road, Suite 105 Georgetown, TX 78626
By: DocuSigned by: Dan Maier E4124F28B4F5410...	By:
Print Name: Dan Maier	Print Name:
Print Title: CRO	Print Title:
Date Signed: 12/8/2021	Date Signed:

DocuSign Envelope ID: E15CE31A-63A7-4F96-B837-87256F638CF3

Exhibit A

(Attached)

DocuSign Envelope ID: E15CE31A-63A7-4F96-B837-87256F638CF3

CENTRALSQUARE

Quote prepared on:
December 03, 2021
Quote prepared by:
Lindsey Bjerke
lindsey.bjerke@centralsquare.com

Quote #:
Primary Quoted Solution: ONESolution PS
Quote expires on: September 30, 2022

Quote prepared for:
Janessa Stephens
Williamson County Sheriff's Office
301 SE Inner Loop Road, Suite 105
Georgetown, TX 78626
(512) 943-1300

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION		TOTAL
Public Safety Project Management Services - Fixed Fee		5,850.00
Public Safety Technical Services - Fixed Fee		22,620.00
Public Safety Travel & Living Expenses Estimate		2,000.00
	Services Total	30,470.00 USD

QUOTE SUMMARY

Services Subtotal	30,470.00 USD
Quote Total	**30,470.00 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00

DocuSign Envelope ID: E15CE31A-63A7-4F96-B837-87256F638CF3

CENTRALSQUARE

Quote prepared on:
December 03, 2021
Quote prepared by:
Lindsey Bjerke
lindsey.bjerke@centralsquare.com

FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

DocuSign Envelope ID: E15CE31A-63A7-4F96-B837-87256F638CF3

CENTRALSQUARE

Quote prepared on:
December 03, 2021
Quote prepared by:
Lindsey Bjerke
lindsey.bjerke@centralsquare.com

SPECIAL TERMS/PRODUCT NOTES:

- **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, Customer will only be liable for its pro rata share of services rendered and goods actually received.
- **Texas Prompt Payment Act Compliance**: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- **Mediation**: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- **Venue and Governing Law**: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of

such, are void and will have no legal effect.

PO Number:

_____

Initials:

_____

DocuSign Envelope ID: E15CE31A-63A7-4F96-B837-87256F638CF3

CENTRALSQUARE

Summary of Services

Project: Williamson County Sheriff, TX, ONESolution and Tellus Rehost.

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Services Scope of Project

The project includes the following scope of services.

CentralSquare Technologies Professional Services proposes the following Technical Services related to the implementation of ONESolution Public Safety and Justice products outlined herein. Services include analysis, planning, business hours delivery and follow-up documentation for the component systems. Hardware, software licensing and installation and configuration of hardware shall be provided by the client or another third party vendor and should satisfy the recommendations defined in the hardware specifications for Central Square applications.

Read this document carefully to confirm the work activities listed here are comprehensive, inclusive, and accurate for your project. Report discrepancies or questions to your Central Square account executive for revisions to this document and any associated quote for professional services.

The goal of Central Square is to minimize downtime for production systems. Estimates of downtime listed in this document are determined using typical averages and will vary based on customer environment and technologies available. Actual downtime may be significantly less or more than the estimates provided herein but will always be as short as possible for production systems. Please work with your assigned Technical Engineer from Central Square to address specific application priorities for your organization.

Central Square makes every effort to provide concise and complete and helpful information regarding the steps required for each migration and for third-party software and devices used with Central Square software solutions. This document may contain information regarding steps or actions that are covered in the scope of a typical migration, but which may not apply to your specific situation. You may also find information regarding compatibility and upgrade requirements for third party software and/or hardware products used with our solutions. If these conditions apply to your environment, please pay special attention to these statements. We are happy to provide this information as a courtesy and work to provide the most up-to-date information available to us at the time but cannot accept responsibility for third party product compatibility.

The following Servers will be rehosted from their current Operating Systems and SQL Server Versions to the latest supported Operating Systems and SQL Server versions for the products.

Note: In some cases, SQL Server versions must match between certain server groups – example of these being SQL Replication partners, SQL Server versions per product across installed instances (i.e., Production and Test must match for refresh purposes), SQL Server versions for integrated products within a product line, SQL Cluster nodes:

Detailed Outline

The technical services will include the following:

Rehost the Following Servers to the latest supported Operating Systems and RDBMS versions:
ONESolution
PS-CAD (CAD Application Server)
PS-RMS (RMS Application Server)
PS-MSG (Message Switch)
PSUTILITY (Services Workstation -> Utility Server): Server OS Recommended
PSOPSCENTER (OpCenter)
PS-FTO (FTO)

Tellus
CADFUSION (Tellus CAD Hub)
NEW (Tellus CAD hub Load balanced second node)
FBDB1 (Tellus DB Node 1)
FBDB1 (Tellus DB Node 2)
FBDB1 (Tellus DB Node 3)
PSTP-FATPOT (TX-DOT Relay Server)

- Server Preparation – Third party vendors shall provide necessary hardware and software, including installation and configuration of such components prior to the scheduled date of delivery. The hardware environment must meet the specifications and services proposal data stated herein or incorporated by reference. The configuration shall present virtual machines running the Windows 2016 or later Operating System for installation, configuration of Central Square software solutions.

- Preparation/Follow-up
  - Preparation
    - Validation of existing client services and systems in place
    - Review and document current configuration for relevant systems
    - Create execution plan.
    - Verification of valid domain credentials, access & functionality
  - Follow up.
    - Review any unresolved issues.
    - Update CentralSquare documentation

- CAD Migration
  - Preparation
    - Data cleanup– identify and remove old software versions, unused temporary files, old backups, etc.
    - Configuration review

        - Documentation of configuration changes needed.
    - Migration
        - Estimated outage = ~4-8 hours
        - Copy production file share data to new production server.
        - Copy training file share data to new training server.
        - Export/Import share permissions
        - Export/Import user permissions
        - Execute required configuration changes for production.
        - Update configurations for training environment on separate servers
        - Validate application functionality.
    - Post Migration
        - Troubleshooting any remaining issues
        - Documentation of changes in infrastructure for client records and support

- RMS Migration
    - Preparation
        - Data cleanup– identify and remove old software versions, unused temporary files, old backups, etc.
        - Configuration review
        - Documentation of configuration changes needed.
    - Migration
        - Estimated outage = ~4-8 hours
        - Copy file share data to new server.
        - Export/Import share permissions
        - Export/Import user permissions
        - Execute required configuration changes.
        - Validate application functionality.
    - Post Migration
        - Troubleshooting any remaining issues
        - Documentation of changes in infrastructure for client records and support

- Message Switch/Mobile Migration
    - Preparation
        - Configuration review, including file locations and network configuration for state connection.
        - Documentation of configuration changes needed.
    - Migration
        - Estimated outage = ~2-6 hours
        - Copy switch configuration and files to new server.
        - Execute required configuration changes, including network routing configuration as needed.
        - Install Query Server & Mobile Data Service
        - Validate application functionality.
    - Post Migration
        - Troubleshooting any remaining issues
        - Documentation of changes in infrastructure for client records and support
    - Notes on Server Names and IP Addressing:
        - **NOTE:** If the new server's Name and IP will not match the old server's name and IP. This will require further configuration, and possible interface configuration, potentially including State interface requirements. Please note statement on State Connectivity below.
        - **NOTE:** For clients on Visual MCT changing the server name and/or IP of the message switch may entail editing a hosts file on each MCT device, and possibly CAD and RMS workstations. This is a client responsibility. CentralSquare can assist with the changes on servers.

- **NOTE:** For clients on ONESolution MCT changing the server name and/or IP of the message switch may entail editing a hosts file on CAD and RMS workstations. This is a client responsibility. CentralSquare can assist with the changes on servers.

- P2C Migration
  - Preparation
    - Data cleanup– identify and remove old software versions, unused temporary files, old backups, etc.
    - Configuration review
    - Documentation of configuration changes needed.
  - Migration
    - Estimated outage = ~2-6 hours
    - Copy files to new server.
    - Set security permissions.
    - Reconfigure scheduled jobs for synchronization of necessary files.
    - Execute required configuration changes.
    - Validate application functionality.
  - Post Migration
    - Troubleshooting any remaining issues
    - Documentation of changes in infrastructure for client records and support

- Utility Server Setup/Configuration
  - Installation and configuration of base product install on new server.
    - Configure CentralSquare applications on new utility server.
    - Verify application functionality and remote accessibility for support.
  - Post Migration
    - Troubleshooting any remaining issues
    - Documentation of changes in infrastructure for client records and support

- FTO Migration
  - Preparation
    - Data cleanup– identify and remove old software versions, unused temporary files, old backups, etc.
    - Configuration review
    - Documentation of configuration changes needed.
  - Migration
    - Estimated outage = ~2-6 hours
    - Copy files to new server.
    - Set security permissions.
    - Reconfigure scheduled jobs for synchronization of necessary files.
    - Execute required configuration changes.
    - Validate application functionality.
  - Post Migration
    - Troubleshooting any remaining issues
    - Documentation of changes in infrastructure for client records and support

- OpCenter Server Migration
  - Preparation
    - Data cleanup – old application versions, unused temporary files, old backup files, etc.
    - Review and document current configuration
    - Identification and documentation of configuration changes required.
    - Installation and configuration of IIS

- Migration
  - Estimated outage = ~2 hours
  - Copy configuration and files to new server.
  - Migrate database to new SQL server.
  - Execute required configuration changes.
  - Validate application functionality.
- Post Migration
  - Troubleshoot any remaining migration related issues.
  - Document changes for client records and support

- CentralSquare Interface Updates
  - Migration of CentralSquare interfaces
  - Post migration resolution and configuration updates as needed.
  - Client agency responsible for any 3rd party vendor engagement and resolution for non-CentralSquare interface migrations or configuration updates

- Migration to new IP Addresses within VLAN
  - Coordination and consultation for CentralSquare applications and servers to be migrated to new IP Addresses. DNS names to remain the same.

- Tellus Migration
  - Scale out Hub Application Server to new two node cluster
    - It is assumed the Client will install a Load Balancer in preparation for this scale out
  - Migrate configuration to new cluster
    - Migrate CAD Interfaces to new cluster
  - Bring new cluster into operation
  - Migrate three node Database cluster to new three node Database cluster.
  - Migrate Relay Server to new server

- On Site Go Live
  - 1 Technical Services Engineers to travel to client site for 4 nights to cover Go Live

- After Hours Go Live
  - CentralSquare personnel to provide downtime work after normal local business hours.
  - CentralSquare Personnel to document and hand off system to regular hours staff post rehost to ensure continued project support.

- Mobile Data Service Migration – NOT SCOPED

- SQL Server and Application Database Migration – NOT SCOPED

- Data warehouse Migration – NOT SCOPED

- P2P Migration – NOT SCOPED

- Freedom/ONESolution MCT Server Migration – NOT SCOPED

- Training Environment – NOT SCOPED

- Neverfail Consult – NOT SCOPED

- Migration to new Active Directory Domain – NOT SCOPED
- ONESolution Migrate to Clustered environment – NOT SCOPED

Additional Considerations

Security Statement:

Windows Firewall is supported and can be enabled on servers as part of the project. CentralSquare will utilize exceptions to allow traffic between CentralSquare applications and databases. It is not recommended to rely solely on local firewalling for security. Enabling local firewalling should be discussed with the assigned project staff and can be implemented as part of the rehost project.

Windows UAC will be enabled by default on servers provided to CentralSquare for installation. Any changes to UAC settings to facilitate troubleshooting will be reversed when troubleshooting is complete, prior to Go Live.

The CentralSquare ONESolution product line has no reliance on the SQL "sa" user.

The CentralSquare ONESolution product line can make use of Windows Service accounts to enhance security. The use of Windows Service accounts should be discussed with the assigned project staff and can be implemented as part of the rehost project.

Dependencies for a successful engagement may include:

• **Statement on network throughput**: CentralSquare ONESolution desktop applications (CAD, RMS, JMS, MobLAN, CAD Status Monitor) require consistent 100mbps throughput between workstations and servers. This must be a constant throughput, not a burst or maximum attainable speed. CentralSquare recommends 4G or better wireless technology for ONESolution Mobile infrastructure (ONESolution MCT, ONESolution Freedom). ONESolution Visual MCT requires 3G or better. Network bandwidth should be measured with current loads and factored accordingly prior to any proposed increase in traffic or change in network infrastructure or carrier.

• State Connect connectivity with the new server system (and location as applicable) – Please ensure the state network is accessible to the new server intended to run the Message Switch application. Multi-homed configurations require static routes, other network configurations depend on infrastructure routing for successful state connectivity.

• Remote or physical site and system access

• Active Directory Domain level system authentication/access

• Access to IT and data management department personnel

• Changes to primary systems are typically performed offsite. For Onsite engagements travel costs are not included in the costs for professional services. Travel costs are billed as incurred, in accordance with the customers master

agreement where applicable and in addition to the costs associated with professional services. Please ensure appropriated funding for travel as needed.

• Changes involving web based applications are collaborative efforts between onsite engineers and remote staff dedicated to those applications

Assumptions and Client Responsibilities

This Statement of Work and estimation of effort uses and implies certain technical assumptions, limitations, and conditions. Please review this section carefully. The "Special Notes" section above is for documentation of any special or unusual conditions or other concurrent projects to confirm their consideration in preparation of this scope of work. Exclusion or misrepresentation may significantly increase the level of effort required for a successful project and result in additional, unexpected cost. The following list is a sample of common work items that are not included shall not impact the effort of this engagement in any way unless their expected impact is specifically mentioned in the "Special Notes" section of this document. This is not a comprehensive list of all potential external influencers and are only representative samples of items that are excluded unless specifically requested and noted above:

• Implementation of new Active Directory domain or domain configurations

• Relocation of systems to another Active Directory domain

• Relocation of systems to other network zones

• Other concurrent projects for systems related or interconnected with solutions proposed herein

Please notify your account team immediately if any such items or similar conditions apply to your project and have not been noted in the "Special Notes" section prior.

Further Assumptions:

- Implementation will be carried out remotely during CentralSquare's regular business hours unless specifically noted in Services Scope.
- Client to supply hardware, virtualization software, Operating System licensing, SQL Server licensing and licensing of any other third party hardware or software not specifically listed in the quote or Services Scope.
- Client to install hardware, create virtual machines and install Operating Systems unless specified as a CentralSquare or partner responsibility in the quote or Services Scope.
- Client will maintain remote connectivity to the site either through CentralSquare's preferred remote connectivity solution, or a mutually agreed upon alternative.
- CentralSquare staff will be permitted console access to all servers.
- CentralSquare staff will be permitted SQL administrator access to all database instances.
- Client will adhere to minimum specifications and disk space recommendations and guidelines as documented in the CentralSquare documentation and the client-specific specifications documented by the CentralSquare project team as a project artefact.
- Client to ensure any client-installed third party software (for example utilities for backups, antivirus) are certified to operate on the new operating system.
- Client will be responsible for any physical connections to the servers such as serial interface connections.
- During the staging process no new builds or configuration changes are recommended in any environment to be rehosted. If necessary, changes are to be coordinated through the Project Manager as well as Client Support. Some changes may require a Change Order to the project.
- SQL Server replication is supported between SQL Servers within 2 major versions of publisher and subscriber. There is conflicting information available about compatibility and field experience has shown replication issues when there is even a small difference in SQL Server versions between publisher and subscriber(s). Therefore, it is recommended that all SQL Servers involved in a replication topology should be upgraded/replaced at the

same time to avoid compatibility and reliability issues related to employee replication and/or replication for data warehouse reporting.

- For customers using PageGate, version 8 or higher is required for compatibility with Windows Server 2016 and later. An upgrade to PageGate can be purchased directly through Notepage for existing clients.

Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

Commissioners Court - Regular Session **19.**

Meeting Date: 01/11/2022

Approval of SecurePlan Agreement for Video Management Systems Software and License Knight Security Systems, In for the Williamson County Jail

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 agreement for the purchase of maintenance and support for the Video Management Systems Software and License for the Williamson County Jail from Knight Security Solutions, Inc. in the amount of $32,476.00, pursuant to DIR contract #DIR-CPO-4494, and authorizing execution of the agreement.

Background

Approval of this item will support the operations at the Williamson County Jail. The proposal provides a master SecurePlan agreement for Video Management Systems software and licenses supporting up to 319 cameras and miscellaneous attached components and pieces including 6 client workstations and 10 monitors in the coverage plan. The term of this agreement will begin on January 11th, 2022 and renew annually at 12-month intervals for a 5-year term on anniversary date beginning October 1st, 2022. Recurring fees for subsequent years are $29,218.00. IT, legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to FY22 01.0100.0503.004500. Department contact is Chris Ball.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 11:19 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 11:23 AM
Form Started By: Erica Smith		Started On: 12/30/2021 12:11 PM
Final Approval Date: 01/06/2022		

Proposal: [redacted]

Wilco-Jail-SecurePlan FY22

Prepared for:

[redacted]

Williamson County - Jail
306 W 4th St
Georgetown TX, 78626

Private and Confidential: The proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Knight Security Systems, Inc.

Proposal Issued:
12/28/2021

Proposal Valid To:
1/27/2022

Prepared by:

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

4509 Freidrich Lane
Suite 110
Austin, TX 78744

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

DESCRIPTION

CLIENT INFORMATION

Name: Williamson County - Jail

Site	**Billing**	**Contact**
306 W 4th St Georgetown, TX 78626	306 W 4th St Georgetown, TX 78626	[redacted] **P** [redacted] **E** [redacted]

PROJECT NAME: Wilco-Jail-SecurePlan FY22

PROJECT SCOPE OF WORK

[redacted]

Knight Security Systems is to provide ongoing maintenance and support for the critical systems "Video Surveillance" for the Williamson County Jail.

Scope: Provide a master SecurePlan agreement for Video Management Systems software and licenses supporting upto 319 cameras and Misc. attached components and pieces including 6 client workstations and 10 monitors are included in this coverage plan.

Client Workstation breakdown:

a. 2 stations in Central Control 4 monitors each viewing various tile layouts
b. 1 Station on 2nd North with 2 monitors each viewing various tile layouts
c. 1 station on 3rd North with 2 monitors each viewing various tile layouts
d. 1 station on 2nd South with 1 monitor viewing various tile layouts
e. 1 station on 3rd South with 1 monitor viewing various tile layouts

Note: The archive video servers, network infrastructure POE switches are supported by County IT.

This proposal includes services for 1 initial systems commissioning and mapping in order to on board this systems condition for SecurePlan support. Any deficiencies found will be documented and presented with the option for repair/corrections for full coverage of the Secureplan on those items.

Term start: January 11th, 2022 renewing annually at 12 month intervals for a 5 Year term on anniversary date beginning October 1st, 2022

Renewal for, Genetec Security Center Enterprise License. Details include:
Software Version 5.9

1 - Base 5.9 version "Omnicast Enterprise package"
319 - Genetec Advantage software support for Enterprise Camera connections
20 - Genetec Advantage Enterprise Security Desk client **add-on** connections (25 total)

Coverage of SecurePlan includes:

- System software upgrades and annual support license fees associated
- Priority Dispatch with GUARANTEED same day service if the service call is placed before noon on regular business day
- Labor and travel cost during normal business hours

Client Initials:_____

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

- Extended manufacturer's warranty on hardware covered
- **Semiannual (twice per annual coverage period)** System functional tests for entire system
- System Health monitoring with remote assistance (does not include access to live video feeds)
- Device repair or replacement for normal wear and tear*
- Includes Loaner equipment*

*Due to manufacturer supply chain issues with shipping and delivery, in some situations, KSS may need to exercise a **"Like or Better"** for the model being replaced/loaned for a period of time.

[redacted]

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

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

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

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

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

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

Client Initials:_____

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

PROJECT INVESTMENT

SecurePlan-SLA

Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$29,128.00

Initial term (8 month) Recurring Subtotal **$29,128.00**

Pre-Inspection Onboard

Labor Subtotal **$3,348.00**

Pre-Inspection Onboard SubTotal **$3,348.00**

Investment Summary

Total Equipment **$0.00**

Total Labor **$3,348.00**

Total Proposal Amount **$3,348.00**

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

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$3,348.00**

Recurring **$29,128.00**

Grand Total $ 32,476

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

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

COUNTY:
WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity:

Date: _____, 20____

KNIGHT SECURITY SYSTEMS:

By:

Printed Name: Kevin Garlick

Representative Capacity: Account Manager

Date: 12/28/2021, 20____

Client Initials:_____

Commissioners Court - Regular Session **20.**

Meeting Date: 01/11/2022

Award RFP #22RFP38 EMS Shift Schedule Optimization Process Study, EMS

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #22RFP38 EMS Shift Schedule Optimization Process Study to Circadian Technologies, Inc. for a study to include paramedics and management in a joint project to determine if the 24-hour shift and 24/48-hour schedule remain the best option and authorizing the execution of the contract.

Background

The Purchasing Department sent 7,300 notification and received three (3) submittals through our Bonfire bidding portal. After extensive in-depth evaluation, the EMS Department is recommending award to, Circadian Technologies, Inc. in the amount of $58,000.00. It is recognized that an optimal schedule can improve recruiting and retention of personnel, operational productivity, and the overall health and safety of personnel. The value of a properly determined shift schedule and supporting policies can have an enormous return-on-investment and overall operating benefits. Williamson County EMS wishes to have an employee involved approach and proven process that will determine the most suitable schedule structure for meeting employee and departmental needs. The Point of Contact is Mike Knipstein. Funding source is 0540-0100-004100 approved for FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Statement of Opening

Recommendation Letter

Scoresheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 11:00 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 11:01 AM
Form Started By: Kim Chappius		Started On: 01/05/2022 09:05 AM
Final Approval Date: 01/06/2022		

Statement of Opening 12-7-21

Supplier	Date Submitted	Name
Circadian Technologies, Inc.	Dec 06, 2021 10:11 AM CST	Sam Sirois
Element26, Inc.	Dec 07, 2021 11:51 AM CST	Daniel Caspi
Center for Public Safety Management	Dec 07, 2021 1:55 PM CST	Ethan Matarese

Williamson County Emergency Medical Services

To Respect, Care and Serve

January 4, 2022

Joy Simonton
Purchasing Agent
Williamson County
100 Wilco Way, Suite P101
Georgetown, TX 78626

Ms. Simonton,

Our office assisted in the preparation and evaluation of proposal 22RFP38 for Shift Optimization Process Study for Williamson County EMS.

The County received three proposals for this study. Once the review process was complete, Circadian Technologies, Inc. had the highest qualification score. Based on the qualification score it is our recommendation that the County select Circadian Technologies, Inc. for the Shift Schedule Optimization Process study.

Please contact me with any questions or concerns.

Sincerely,

Mike Knipstein
Director
Williamson County EMS

P.O. Box 873
3189 SE Inner Loop, Ste. A
Georgetown, Texas 78627

Main: (512) 943-1264
Fax: (512) 943-1269
www.wilco.org/ems

Scoring Summary

Active Submissions

View Proposal Analysis

Supplier	Total / 100 pts	Qualifications / 25 pts	Timeline / 25 pts	Approach/Method / 25 pts	Compliance with Specifications/Cost / 25 pts
Circadian Technologies, Inc.	88 pts	24 pts	21 pts	18 pts	25 pts
Center for Public Safety Management	83 pts	23 pts	18 pts	21 pts	21 pts
Element26, Inc.	60 pts	13 pts	18 pts	21 pts	8 pts

Commissioners Court - Regular Session **21.**

Meeting Date: 01/11/2022

Approval of Purchase of Security Cameras for Elections Ballot Room from Knight Security Systems, Inc. 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 the agreement between Knight Security Systems, Inc. for security cameras and accessories in the amount of $11,504.38 pursuant to DIR contract #DIR-CPO-4494, and authorizing execution of the proposal.

Background

Approval of this item will support the operations of the Williamson County Elections Department. Proposal attached outlines the security cameras and accessories to be purchased for the Ballot Rooms. IT, legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to the following FY 22 budget lines: Total Equipment ($4,376.50) charged to 01.0376.0376.003010, Total Labor ($5,842.08) charged to 01.0376.0376.004100, Total Maintenance ($1,285.80) charged to 01.0100.0503.004500. Department contact is Chris Davis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 06:15 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:42 AM
Form Started By: Erica Smith		Started On: 01/05/2022 12:00 PM
Final Approval Date: 01/06/2022		

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

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

Name: Williamson County - Info Tech Services

Site	**Billing**	**Contact**
301 SE Inner Loop, Ste 105 Georgetown, TX 78626	301 SE Inner Loop, Ste 105 Georgetown, TX 78626	[redacted] **P** **E** [redacted]

PROJECT NAME: Wilco-Inner Loop-Ballot room cameras

PROJECT SCOPE OF WORK

[redacted]
Knight Security Systems (KSS) will provide and install Security additions for Wilco-Inner Loop Annex Center.

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

General Scope of Work : Video Surveillance System additions

- One Axis S2212 Camera Station Network video recorder
  - 12TB of storage space (includes 6TB standard + 6TB expansion hard drive)
  - Integrated Network POE managed switch
  - Rack-mount hardware included
- Five IP Axis security cameras, mounts, Axis camera station licenses and programming
  - Five M3015 Interior rated dome cameras (ceiling mounted)
  - KSS provided cameras, mounts, cabling, Patch panel,/cables, terminations, licenses and programming
  - Cabling will be run to the data rack in the IDF Rm 201

New camera license(s) will be added to the new KSS provided Axis video server. Based on normal interior conditions a **180 day storage** will need **11.2TB** of estimated space.
KSS will enroll the cameras and set up basic motion detection.

Note: It will be intended to Live stream the video camera images and is the responsibility of Wilco IT for any configurations outside of KSS scope in the details above.

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

[redacted] Wilco-Inner Loop-Ballot room cameras-Survey-1

Customer Provided Items

- PoE switches and patch panels
- Network configurations for connection of devices to Customer's network
- Network configurations and setup for live streaming
- IP address assignments

Finance

Purchaser hereby agrees to pay KSS the following terms:

Project Milestones and Invoicing Procedures

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

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

Engineering - Not included with this scope.

Cabling & Wiring - **IS** included with this scope.

Client Initials:_____

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

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

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

Rental Equipment - Not included with this scope.

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

Training - Not included with this scope.

Conditions and Qualifications

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

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

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

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

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

Right to Audit: Knight Security Systems, LLC agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Knight Security Systems, LLC which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations,

Client Initials:_____

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

excerpts, and transcriptions. Knight Security Systems, LLC agrees that licensee shall have access during normal working hours to all necessary Knight Security Systems, LLC facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Knight Security Systems, LLC reasonable advance notice of intended audits.

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

PROJECT INVESTMENT

Estimate

QTY	Description	Unit Price	Ext.Price
5	AXIS M3065-V is an ultra-compact, indoor fixed min	$208.68	$1,043.40
1	AXIS Camera Station S2212 Appliance is a twelve ch	$2,326.55	$2,326.55
1	Surveillance Hard Drive 6TB is a 3.5-inch internal	$278.50	$278.50
6	Mini-Com Module, Category 6, UTP, 8-Position 8-Wir	$14.86	$89.16
6	PANDUIT CBL ASSY MOD 28-4PR STRANDED 1ft thin Cat6	$11.22	$67.32
1	Mini Com 24-port modular patch panel with faceplat	$45.08	$45.08
5	DIR- Project Install Kit	$33.00	$165.00
1	23-4P UNS SOL CMP C6 Ylw Jkt	$361.49	$361.49

Investment Summary

Total Equipment	**$4,376.50**
Total Labor	**$5,842.08**
Total Proposal Amount	**$10,218.58**

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

Client Initials:_____

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

Investment Total

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **$10,218.58**

Annual SecurePlan Recurring **$1,285.80**

Grand Total : $11,504.38

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

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

COUNTY:
WILLIAMSON COUNTY

By:

Printed Name: _____

Representative
Capacity: _____

Date: _____, 20_____

KNIGHT SECURITY SYSTEMS:

By:

Printed Name: Kevin Garlick

Representative
Capacity: Account Manager

Date: 12/13/2021, 20_____

Client Initials:_____

Commissioners Court - Regular Session **22.**

Meeting Date: 01/11/2022

Authorize Advertising RFQ Williamson County and Cities Health District Program Evaluation and Transition Recommendation 22RFSQ59 - Health District

Submitted By: Kerstin Hancock, 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 qualifications for Williamson County and Cities Health District Program Evaluation and Transition Recommendations under RFQ 22RFSQ59.

Background

This is for the re-issuance of the RFQ formerly issued on 09.14.2021 and where no responses were received. A scope adjustment has been made to the specifications. On behalf of the Williamson County Cities and Health District (WCCHD) the Purchasing Agent shall solicit Statements of Qualifications (SOQ) from qualified respondents to contract for the program evaluation of the WCCHD and to develop recommendations as to any modification or transition of provided services. WCCHD seeks to contract with an individual or team who has demonstrated experience in consulting withy public health districts and departments in Texas. A draft RFQ document is herein provided. The WCCHD has budgeted $60,000 for the consulting project. A funding letter is herein attached. Kathy Pierce is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Funding letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 05:31 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:38 AM
Form Started By: Kerstin Hancock		Started On: 12/29/2021 12:01 PM
Final Approval Date: 01/06/2022		

WCCHD Board of Health:

Kathy Pierce, Chair, Williamson County
Chris Copple, Cedar Park
David Morgan, Georgetown
Vacant, Hutto
Rick Beverlin, Leander/Liberty Hill
Laurie Hadley, Round Rock
Jeffrey Jenkins, Taylor
Ed Tydings, Williamson County

Derrick L. Neal, M.P.A., Executive Director

September 08, 2021

Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

RE: Request for Qualification (RFQ) for Williamson County and Cities Health District Services Evaluation

At the Williamson County and Cities Health District (WCCHD) Board of Health (BOH) meeting, held on Wednesday, September 01, 2021, the BOH discussed and voted regarding a review of WCCHD services and contracts. The BOH discussed and approved the release of a consultant RFQ with the support of the Williamson County Purchasing Department and allocated $60,000.00 for the expenses related to the consultant / independent review.

This letter serves as a written guarantee that the BOH has allocated sufficient funds in WCCHD's FY21 and FY22 budgets to pay for any contract awards related to the above requested RFQ.

The BOH requests the assistance of the Williamson County Purchasing Department to advertise and assist the WCCHD with the RFQ process.

Respectfully,

Derrick L. Neal
Executive Director

Enc. Request for Qualification

Commissioners Court - Regular Session **23.**

Meeting Date: 01/11/2022

Approval of Lease Agreement with Kenfield Golf Cars for Expo Center FY 22 for Parks Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

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

Background

This agreement is for a 3 to 6 month lease of one (1) 6 passenger gas golf cart for the Expo Center. The monthly rental will be at a rate of $475 per month plus a one time pickup/delivery fee of $80.00. Department point of contact is Jason Brown. Funding source 01.0100.3106.004620. This expense is budgeted for FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 11:09 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 11:23 AM
Form Started By: Andrew Portillo		Started On: 01/04/2022 11:42 AM
Final Approval Date: 01/06/2022		

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

Fixed Rental-Golf Car Short-Term Lease Agreement

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

and: Williamson County Expo.

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

THE LESSOR AGREES TO THE FOLLOWING:

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

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

THE LESSEE AGREES TO THE FOLLOWING:

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

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

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

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

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

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

SPECIAL PROVISIONS:

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

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

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

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

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

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

TERMS:

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

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

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

By: _____ Dated: _____

Authorized Lessee Representative

By: _____ Dated: 1/4/22

Authorized Kenfield Golf Car Representative

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

Commissioners Court - Regular Session **24.**

Meeting Date: 01/11/2022

Approval of Database Subscription from TransUnion Risk and Alternative Data Solutions, Inc. for the Sheriff'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 an agreement between TransUnion Risk and Alternative Data Solutions, Inc. and Williamson County for a research database subscription in the amount of $375.00 per month, and authorizing execution of the agreement.

Background

Approval of this agreement will support the operations of the Williamson County Sheriff's Office. TransUnion will provide real time data that is updated daily to help locate persons, assets, and addresses with support through Social Media Search, Reverse Phone Lookup, Real-time Phone Carrier Search, and more. The attached supplement provides additional detail. The subscription will be for a period of 24 months. The monthly billing rate is $375.00 for a yearly total of $4,500.00 per year. IT, legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to 01.0100.2008.4210. Department contact is Kurt Showalter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 09:44 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 10:09 AM
Form Started By: Erica Smith		Started On: 01/05/2022 01:03 PM
Final Approval Date: 01/06/2022		

TransUnion

SUBSCRIBER AGREEMENT & APPLICATION FOR TRADS SERVICES

Application (must be completed in its entirety):

Company

Name of Company or Agency (Subscriber): Williamson County Sheriff's Office DBA:	
Federal Employer Identification Number (FEIN):	
Physical Address: 508 S. Rock St. -- Georgetown, TX 78626	
Phone Number: 512-943-1300	Number of Employees: 100 - 499
Type of Business (LLC, C-Corp, S-Corp):	Industry: Law Enforcement
Web Site Address: www.WILCO.org/WCSO	
Business/Profession License # (if applicable): Please provide copy of license	

Primary Administrator (The person responsible for managing your account on behalf of the Company.)

Name: Jason Braeutigam	Title: Lieutenant
Address (if not Headquarters): 508 S. Rock St. -- Georgetown, TX 78626	
Direct Phone #: 512-943-1334	Cell Phone #: 737-240-0359
E-mail Address: jason.braeutigam@wilco.org	

Subscriber Agreement:

This Subscriber Agreement & Application for TRADS Services (the "Agreement") is entered into as of the date indicated below, by and between the below-identified Subscriber and TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS"), effective on the date of the approval of the foregoing Application by TRADS (the "Effective Date").

1. Subscriber understands and agrees that TRADS offers public record and proprietary information services and other products and services (the "TRADS Services") that may contain sensitive information that is governed by applicable state and federal laws, including, but not limited to, the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) ("GLBA") and the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) ("DPPA"), all of with which Subscriber certifies to comply.

2. TRADS is not a "consumer reporting agency," and the TRADS Services do not constitute "consumer report(s)," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"). Accordingly, the TRADS Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, or employment, or for any other purpose contemplated by the FCRA.

3. TRADS may make a reasonable number of TRADS Services available to Subscriber on a trial basis free of charge until the earlier to occur of: (i) reaching 300 transactions or seven (7) calendar days from the commencement of such free trial, unless otherwise agreed to by TRADS in writing (which may be by means of an email to the primary account administrator); or (ii) the start date of purchased TRADS Services ordered by Subscriber. Subscriber's access to the TRADS Services during any such free trial shall be subject to all terms of this Subscriber Agreement and the Terms and Conditions. After the expiration of a free trial, if any, Subscriber agrees to pay TRADS all applicable fees and charges for the TRADS Services accessed, including taxes, duties and other charges imposed by any governmental entity for the TRADS Services provided under this Agreement within twenty (20) days of the date of each invoice.

4. Unless provided otherwise in a pricing supplement to this Agreement, either party may terminate this Agreement at any time for any reason upon notice to the other party.

5. The online Additional Terms and Conditions located at http://www.TLO.com/termsandconditions (the "Terms and Conditions") are incorporated herein by reference. This Agreement, which includes the incorporated Terms and Conditions and any attachments hereto, constitutes the entire agreement between the parties, and supersedes and replaces all previous agreements and understandings, whether oral or written, express or implied, with respect to the subject matter of this Agreement.

AUTHORIZATION AND ACCEPTANCE OF TERMS

Subscriber agrees to be bound by this Agreement and agrees to pay all fees and charges according to the Terms and Conditions. The undersigned hereby certifies their authority to execute this Agreement on behalf of the Subscriber and that the statements provided in this Agreement are true and correct.

Name of Company or Agency ("Subscriber"):	**DBA:**
Authorized Signature:	**DATE:**
Print Name of Authorized Signer:	**TITLE:**

DocuSign Envelope ID: 4DEF993B-D8E6-4492-B5C9-9035B65FEFF6

TransUnion

PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the below-identified Agency ("Agency"). The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.

2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.

3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings given to them in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank.
Signature page follows on the attached Pricing Sheet.]

[redacted]

[redacted]

TransUnion

PRICING SHEET
to Pricing Supplement

"Agency": Williamson County Sheriff's Office - TX **Agency ID:** [redacted] **TRADS Services:** TLOxp® Online - Non-Batch LE Flat Rate. **Effective Date:** 02/01/2022 **Supplement Term:** 24 month(s) without auto-renewal.	**"Monthly Fee":** $ 375.00 **"Number of Monthly Transactions":** 1,250 The Monthly Fee includes the Number of Monthly Transactions, subject to the Excluded Items and Transactional Overage Pricing. Should Agency not submit the Number of Monthly Transactions, Agency shall not receive a refund of the Monthly Fees paid. Unused Number of Monthly Transactions do not rollover into a subsequent month.

INCLUDED SEARCHES AND REPORTS:

The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, with the exception of the searches and reports listed below ("Excluded Items"), unless checked, in which case, the checked items are included in the Monthly Fee.

- ☐ Social Media Comprehensive Report
- ☐ Social Media Basic Search
- ☐ Super Reverse Phone Lookup
- ☒ Relationship Report
- ☐ Real-Time Phone Carrier Search
- ☐ Real-Time Incarcerations & Arrests Search
- ☐ Household Search
- ☒ Comprehensive Report – Person
- ☒ Comprehensive Report – Business
- ☒ Locate/Asset Report
- ☒ Address Report
- ☒ Phone Report
- Predictive Attributes Suite

The Excluded Items are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Items are in addition to the Monthly Fee. TRADS reserves the right to exclude (as Excluded Items) future released searches and/or reports from the Monthly Fee.

TRANSACTIONAL OVERAGE PRICING:

Transactions exceeding the Number of Monthly Transactions are subject to overage pricing ("Transactional Overage Pricing") at TRADS' then-current fees and charges on a per Transaction basis, unless specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing is in addition to the Monthly Fee.

"Transactions" means any information returned by TRADS in response to a search query (whether in the form of search results or reports).

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

_____
Agency Name ("Subscriber")

_____
Authorized Signature Signature Date

_____
Type or Print Name of Authorized Signer

[redacted]

[redacted]

Commissioners Court - Regular Session **25.**

Meeting Date: 01/11/2022

Approval of Agreement for Johnson Control for Fire Systems Maintenance, Repairs and Related Services Facilities Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement for county facility Fire Systems Equipment, Services and Repair between Johnson Controls Fire Protection, LP and Williamson County, pursuant to Sourcewell Contract 031517-SGL and authorize the execution of the agreement.

Background

The initial term shall commence on award date and expire on September 30, 2022. The contract shall renew for one (1) year on October 1, 2022 and shall continue until September 30, 2023. Contract documents and facilities list is attached. The Department Point of contact is Christi Stromberg. Estimated amount for FY22 is $75,000.00 Funding Source: 100-509-4500, 100-509-4510, 100-509-4509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Additional Terms

Facilities List

Service Agreement

Pricing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 09:36 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 10:14 AM
Form Started By: Johnny Grimaldo		Started On: 01/05/2022 01:19 PM
Final Approval Date: 01/06/2022		

1. TECHNICAL CONTACT:

1.1. Senior Director of Facilities or Designee, Williamson County, 3101 SE Inner Loop, Georgetown, TX 78626 shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery, together with the Purchasing Department. The Technical Contact, together with the Purchasing Department, will serve as liaison between Williamson County Commissioners Court and the Successful Respondent.

2. ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:

2.1. Access to the following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives at the following restricted and escorted facilities prior to or at time of service being performed under this contact. Facilities under this requirement include, but are not limited to:
2.1.1. Detention Center, Jail, Treatment and ESOC Premises:
2.1.1.1. JJC
2.1.1.2. SO/Jail
2.1.1.3. ESOC
2.1.1.4. CJIS Areas

2.2. Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
2.2.1. A photocopy of valid Government Issued Identification
2.2.2. Company Identification

2.3. Upon entering and leaving any Williamson County premises, Contractor's service representative may be required to sign in and out at receptionist desk or with the Authorized personnel.

2.4. Contractor's service representative shall log all service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized personnel.

2.5. Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted premises and should attempt to become familiar with all applicable procedures.

3. CONTRACT ADMINISTRATION RESPONSIBILITY:

3.1. Williamson County shall provide a designated "Contracts Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.

3.2. Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.
3.2.1. Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.

3.3. Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.

3.3.1. Decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.

3.3.2. Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator or designee during the progress of the Contract, to:
3.3.2.1. Discover, discuss and/or reject unacceptable work;
3.3.2.2. Discover and discuss work not in accordance with the contract;

3.3.2.3. Failure to exercise any remedies in connection therewith, shall not be deemed an acceptance thereof, nor a waiver, of Williamson County's right to full performance of the contract.

3.4. Williamson County will furnish no materials, labor, equipment, or facilities unless otherwise provided in the Scope of Work Order Ticket.

4. **PROGRAM EVALUATION**:

4.1.1. Williamson County Contract Administrator or designee will continually evaluate the progress of this contract in terms of effectiveness and safety and will require such changes, as are necessary.

4.1.2. Contractor shall take prompt action to correct all identified deficiencies.

5. **SCOPE OF WORK ORDER TICKET CHANGES**:

5.1.1. Williamson County Contract Administrator or designee shall make changes within the scope of this contract at any point in time.

5.1.2. Any change must be implemented within thirty (30) business days from the date of receipt by the Contractor of the notification. Any change in pricing, rather increase or decrease, must be provided in writing to the Williamson County Contract Administrator or designee and must receive approval in writing before Contractor makes pricing change(s).

5.1.3. Williamson County Contract Administrator or designee will attempt to provide awarded Contractor with at least 30 days' notice of new address in the event of office relocation or closure of premises. The effective date of any addition or deletion will be no later than five (5) business days after receipt of Williamson's County's written notification of said addition or deletions.

5.1.4. Williamson County Contract Administrator or designee reserves the right, in its sole discretion, to add or delete service locations during the period covered by any resulting contract(s).

6. SCHEDULES:

6.1. The schedules for all approved work shall be approved by the Contract Administrator or designee. All schedules must be submitted and approved fifteen (15) days prior, if applicable, may only be altered at the discretion of the Contract Administrator or designee.

6.2. All maintenance services and installation shall be conducted during established business hours, on approved weekends or approved Williamson County holidays.

6.3. Visual inspections, troubleshooting, maintenance repair, or installation that will not interfere with day-to-day business operations in the facilities may be conducted during normal business hours.

6.4. **Emergency Services:**

6.4.1. Contractor shall provide twenty-four (24) hour emergency service contact number(s) and name(s) in case of any urgent issue that may arise.

6.4.1.1. Emergency contact at minimum shall be licensed NICET, Level II.

6.5. **Service Hours:**

6.5.1. Service shall be made available to Williamson County 365 days per year, 24 hours per day. All services performed under this Contract shall be performed between the hours of 6:00 am and 6:00 pm unless other arrangements are made in advance with the Contract Administrator or designee. No premium charges will be paid for any off-hours work.

6.6. **Business Hours** at a minimum, shall be work performed between 6:00 am and 6:00 pm Monday through Friday, unless hours are extended by Contractor in the offer as agreed upon in the awarded contract.

6.7. **After Hours Service** shall be work performed after 6:00 pm and before 6:00 am.

6.8. **Weekend and Holiday** shall be work performed during Saturday, Sunday or during any Williamson County approved holiday.

6.9. Williamson County Holidays: Holidays observed by Williamson County are listed at http://www.wilco.org/Residents/County-Holidays or by obtaining a list from the Williamson County Contracts Administrator or designee. Williamson County does not specifically require the Contractor to work on these holidays but does require the Contractor to fulfill the requirements of the contract. If this requires the Contractor to work on holidays observed by Williamson County or the Contractor, then Contractor shall fulfill obligations at no additional expense to Williamson County.

7. CONTRACTOR'S RESPONSIBILITIES:

7.1. Contractor's shall provide turnkey services in accordance with requirements specified herein and the resulting contract(s) and adhere to Williamson County's Terms and Conditions.

7.2. Contractor's shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract.

7.3. Contractor is responsible for all costs incurred in the performance of the contract.

7.4. Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the service requested herein, and shall obtain such permits, licenses or other authorizations, if applicable.

7.5. Contractor shall follow relevant safety rules and conduct the work in a safe manner.

7.6. Contractor shall be prepared and equipped to provide services in a timely manner and on relatively short notice or in accordance with the request for Scope of Work Order Ticket so as to enable Williamson County to meet critical, and at time, unpredictable, time deadlines and schedules.

7.7. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting contract(s).

7.8. Contractor agrees to conduct all services under this contract by and through appropriate communications with the Contracts Administrator or designee. No work, installation or other services shall be undertaken by contractor except with the prior written direction of the Contracts Administrator or designee. Contractor understands and agrees that work, installation, or any other service performed without the prior written direction of Williamson County's Contracts Administrator or designee is work outside the scope of this contract and shall be performed exclusively at contractor's risk and own expense. contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this contract, who shall be satisfactory to Williamson County. Personnel assigned to perform services under this contract may not be reassigned without the prior written notification to, and approval from, Williamson County Contracts Administrator or designee.

7.9. Respondent agrees to maintain a branch/office within one (1) hour of Williamson County throughout the duration of this contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

8. **PROCEDURES FOR PROJECT (STATEMENT OF WORK) ASSIGNMENT AFTER AWARD:**

8.1. As specific projects are identified, Williamson County will develop a project Statement of Work and select an awarded contractor for each project by one of the following methods:

8.2. Contractor may be required to visit the work site to attend a scheduled pre-proposal conference.
- 8.2.1. Contractor's travel and related expenses for pre-proposal conference shall be at the contractor's expense and will not be reimbursed.
- 8.2.2. Contractor shall be responsible for costs associated with the preparation of proposals.
- 8.2.3. Travel, labor, and materials shall not be reimbursed.

8.3. Williamson County will provide the contractor the opportunity to accept or reject project assignment. If a contractor fails to notify by written communication (e-mail), Williamson County of project acceptance within twenty-four (24) hours, Williamson County may cancel award and proceed with the next vendor to avoid delay of the project.

8.4. Williamson County shall receive contractor proposal for the project by a predetermined date and time stated on the request.

8.4.1. The project proposal shall include:

8.4.1.1. Narrative description of the Contractor's understanding of the project scope of work;

8.4.1.2. Detailed statement of the services anticipated for the project;

8.4.1.3. Fee Proposal detailing the total fee for providing the services and the number of hours (by specialty in accordance with the approved fee scheduled) Firm fixed rate fee shall include all expenses associated with the project, to include but not limited to, labor, equipment, material, travel, etc.;

8.4.1.4. Period of performance to complete the specified scope of services; and

8.4.1.5. Contractor's assigned project manager and contact information.

8.4.2. Williamson County will review Contractor's Proposal and negotiate any changes, clarifications, or modifications thereto. The Contractor shall submit a revised Proposal incorporating any changes, clarifications, or modifications made in the review process.

8.4.3. Williamson County may accept, reject, or see modification(s) of any proposal.

8.4.4. Williamson County will evaluate proposal(s) and select a contractor determined to provide the best value. Awarded Contractor(s) shall be responsible for all expenses associated with the work identified in the purchase order (Labor, equipment, materials, travel, etc) at the firm fixed price.

9. **PROJECT HISTORY:**

9.1. Williamson County premises included in this contract are identified in Attachment B– Williamson County Premises. Williamson County Contracts Administrator or designee reserves the right, in its sole discretion, to add or delete service locations during the period covered by any resulting contract(s) at the same rate quoted in the contract for the same model, product or service. Service locations added to this contract will be in Williamson County.

9.2. Services include, but not limited to, parts and materials, repairs and replacement, and inspections. When a need is identified for work, a Request for Work Order Proposal (RWOP) is issued and an agreed upon fee and scope of work for such service are negotiated and executed by Work Order.

9.3. Williamson County Facilities Department supports various Departments throughout Williamson County. These departments include, but not limited to: Correctional Departments, County Parks, Law Enforcement Department, and Probation Departments.

9.3.1. Park sites include a wide range of facilities ranging from restrooms, showers, staff residences, camping sites, piers, docks, splash pad, Show Barn, etc.

10. DESCRIPTION OF SERVICES:

10.1. The scope of service will vary from project to project. The majority of the Work Orders are anticipated to be less than $25,000; however, a single Work Order may be awarded up to $99,999. Upon identification of a need for services, Williamson County will request a proposal based on the fee schedule Attachment C – Compensation and Fee Schedule of applicable rates and upon acceptance of proposal, Williamson County will issue a Work Order. The size and quantity of Work Orders issued to a firm will vary depending on a project need, schedule, the contractor's workload, and availability of funding.

11. **MAINTENANCE AND WORK AUTHORIZATION:**

11.1. Williamson County may, from time-to-time, request Contractor through a Service call to complete maintenance and repair services based on deficiencies or system failures. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Work Authorization"). Such Work Authorization will constitute amendments to this Contract, subject to the terms and conditions set forth in this contract and shall include a description of the scope of services, schedule and term, and compensation specific to the Work Authorization which shall be negotiated. Any work completed by Contractor without written authorization from the Contracts Administrator or designee will not be paid for by Williamson County.

11.2. **Response Time:**

11.2.1. Contractor shall acknowledge receipt of Williamson County's request for Work Order Proposal by electronic communication (email) within twenty-four (24) hours from receipt of request.

11.3. Contractor understands and agrees that no guaranteed minimum number of Work Authorizations or amount of work will arise from this Contract.

11.4. Upon receipt of a Work Authorization, Contractor shall respond to the Contract Administrator or designee within twenty-four (24) hours. Contractor shall perform all work under a Work Authorization within the timeframe agreed upon; if Contractor cannot perform the work within timeframe stated, Contractor may be subject to liquidated damages up to twenty percent (20%) of total cost of the Work Authorization.

11.5. Contractor shall check in and out with the Contract Administrator to ensure that the Contract Administrator logs the commencement and completion times for the "Service Ticket", or summary list, for the services performed under a Work Authorization. Contractors shall provide the following information on the Service Ticket:

11.5.1. building name;
11.5.2. floor number;
11.5.3. name of Contractor personnel performing the work;
11.5.4. license type and number of the Contractor personnel performing the work;
11.5.5. number of hours worked for each license type;
11.5.6. start and end worked hour;
11.5.7. itemized list of parts/material used/replaced; and
11.5.8. narrative description of what the technician found that was causing the problem(s) and what was done to correct the problem(s)

11.6. **GENERAL REQUIREMENTS:**

11.6.1. **Waste Removal:**

11.6.1.1. Contractor shall keep the premises clean on a continual basis, and no trash or debris will be permitted to accumulate in work areas. Contractor shall be responsible for removal and disposal of all debris and waste materials associated with this Contract.

11.6.2. **Security and Identification:**

11.6.2.1. Contractor shall abide by all procedures and rules as conveyed by Williamson County's Contract Administrator regarding security requirements of the property where work is to be performed.

11.6.3. **UNIFORMS AND PROTECTIVE CLOTHING:**

11.6.3.1. All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.

11.6.3.2. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

11.6.3.3. Contractor personnel shall wear clean and presentable clothing; no shorts or open toed shoes.

11.6.3.4. Contractor personnel shall display their name and Contractor identification information at all times while performing services under this contract.

11.6.4. **Transportation:**

11.6.4.1. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County premises.

11.6.4.2. Contractor vehicles must meet Texas Department of Transportation requirements.

11.6.4.3. Contractor shall provide and maintain proper vehicle insurance coverage as required by Williamson County.

11.6.4.4. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Licensing and Regulations.

11.6.4.5. All Contractor personnel providing services under this contract must maintain licensing (in categories appropriate to the work being performed).

11.6.4.6. Unlicensed applicators and technicians will not be permitted to provide service to the Williamson County premises under this contract.

11.6.5. Williamson County Facilities department is responsible for providing emergency building services and equipment repair during emergency evacuation situations and requests cooperation from all contractors providing on-call services to Williamson County. During a wide-scale emergency, Contractors may be contacted to provide services and/or equipment. Contractors must agree that Williamson County's request for services will be a top priority.

11.6.6. The Contractor shall abide by the provisions of the latest edition of the Work Area Traffic Control Handbook.

12. **BILLING:**

12.1. Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5th business day following the end of each month. Invoices received before services are 100% completed or materials are in installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.

12.2. Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:

12.2.1. Name and address of Contractor;

12.2.2. Contractor's Texas Identification Number;

12.2.3. Contractor's invoice remittance address;

12.2.4. Itemized and detailed description of services provided; and

12.2.5. Total price for each product and/or service provided.

12.3. Williamson County fiscal year is October 1st – September 30th. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.

12.4. Contractor agrees to conduct all its services under this Contract by and though appropriate communications with Williamson County's Contracts Administrator or designee. Contractor understands and agrees that services performed, or materials provided without the prior written direction of Williamson County Contracts Administrator is work outside the approved Work Authorization and this Contract, shall be performed exclusively at Contractor's risk and own expense.

12.5. **As-Built Documents:** If applicable to the work order the Contractor shall set aside one set of construction drawings and specifications to be used for keeping a record of all changes made during construction. The Contractor shall be responsible for keeping these drawings and specifications current and neatly noting with colored pencil or ink the actual conditions of the Work and show and reference all changes made during construction. These drawings will be checked at minimum monthly by the Contracts Administrator or designee and partial payments will not be made to the Contractor until the Contracts Administrator or designee verifies that the records are being properly kept. Such inspections shall not constitute review or approval of the as-built documents for accuracy or completeness. These construction drawings shall be hand delivered or by approved electronic communication method to the Contracts Administrator or designee at the completion of the project. Final payment will not be made until these documents have been received and approved by the Contracts Administrator or designee.

13. **SUBCONTRACTING:**

13.1. Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.

13.2. No subcontractor under this contract shall act as the primary vendor of responsibility for the services.

13.3. The Contractor shall be the only contact for Williamson County Contracts Administrator or designee and subcontractors.

13.4. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.

13.5. Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

13.6. Williamson County Contracts Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).

13.7. Any negative response may result in disqualification of the subcontractor.

13.8. Williamson County Contracts Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.

13.9. Subcontracting shall be at the Contractor's expense.

14. CONTRACTOR ACCESS:

14.1. Access routes, entrance gates or doors, parking and storage areas, and other necessary Contactor access, along with any imposed time limitations shall be designated by Williamson County's Contract Administrator. Contractor shall conduct operations in strict observation of the access routes and other areas established. Under no circumstances shall any of Contractor's personnel, vehicles, or equipment enter or move upon any area not authorized by Williamson County Contract Administrator or designee for access by Contractor.

15. EXISTING UTILITIES AND STRUCTURES:

15.1. Contractor shall adequately protect the work, Williamson County property, adjacent property and the public. In the event of damage to facilities as a result of Contractor's operations, Contractor shall take immediate steps to notify Williamson County Contract Administrator or designee and subsequently repair or restore all services to the satisfactory approval of Williamson County's Contract Administrator. Further, Contractor shall engage any additional outside services which may be necessary to facilitate repairs until services are restored. All costs involved in making repairs and restoring disrupted services shall be at the expense of Contractor, and Contractor shall be fully responsible for any and all claims resulting from the damage. Williamson County's Contract Administrator or designee may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside services from amounts due to Contractor. Upon the approval of Williamson County Contract Administrator or designee, Contractor shall have the right to utilize air, water, gas, steam, electricity, and similar items of expense from existing outlets on Williamson County property.

16. TRAVEL TIME:

16.1. Travel time to and from job site is not reimbursable under this Contract. Contractor shall ensure that the authorized Williamson County representative or designee logs the start and completion time on the service tickets for the services rendered. Any work not logged is subject to withholding or delay of acceptance or payment, at the sole discretion of Williamson County Contract Administrator or designee.

17. TRAINING OF WILLIAMSON COUNTY PERSONNEL:

17.1. Contractor shall provide training to Williamson County designated personnel for all mechanical, sprinkler equipment, fire systems and parts installed, upon request by the Contract Administrator or designee.

17.2. Contractor shall provide hands on training pertaining to fire panel, sprinklers and relevant systems to ensure staff are familiar with systems, upon request.

17.3. Contractor shall provide training to Williamson County designated personnel for materials and materials used to ensure understanding of the application process and importance of the requirements.

18. DISPOSAL OF SALVAGEABLE ITEMS:

18.1. Contracts Administrator or designee shall mark and/or otherwise inform the Contractor of any material that will be salvaged by the Williamson County. Disposal may include depositing in a central location for salvage by the Williamson County or delivery to the Williamson County's warehouse located at 301 S.E., Inner Loop, Georgetown, TX 78626 or such other location as determined by the Contract Administrator or designee.

19. TOBACCO USE:

19.1. Tobacco Free - Contractor personnel and subcontractors are prohibited from using tobacco products while performing services under this contract.

19.2. Intoxication and Drug Free - Contractor personnel and subcontractors are prohibited from the use of or possession of any kind of illegal drugs or performing any services under this contract while intoxicated.

19.3. If Contractor personnel or subcontractors are found intoxicated, using or in possession of any kind of illegal drug while on Williamson County premises or performing services under this contract, it may result in contract termination.

20. CONTRACATOR'S RESPONSIBILITIES AND WARRANTIES:

20.1. **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS** - Contractor shall procure, at Contractor's expense, all necessary and required licenses and permits necessary for the performance of this Contract. Contractor represents and warrants that the services provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, the Occupational Safety and Health Administration (OSHA), Uniform Building Code (UBC), Uniform Mechanical Code, Uniform Plumbing Code, National Fire Protection Association (NFPA) and all Texas health and safety standards. All electrical items must also bear the appropriate listings and certification from the Underwriters Laboratories Inc. (UL), Factory Mutual Research Corporation (FMRC) or National Electrical Manufacturers Association (NEMA).

20.1.1. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.

20.1.2. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by Williamson County of the materials or services, they shall be:

20.1.2.1. A quality to pass without objection in the trade under the Contract description;

20.1.2.2. Fit for the intended purposes for which the materials or services are used;

20.1.2.3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;

20.1.2.4. Adequately contained, packaged and marked as the Contract may require; and

20.1.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

20.1.2.6. **Fitness** - Contractor warrants that any material or service supplied to Williamson County shall fully conform to all requirements of the contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.

20.1.3. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by Williamson County.

20.1.4. **Compliance with Applicable Laws** – The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permits.

20.2. **PERFORMANCE WARRANTY** - All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority having lawful jurisdiction. Work performed under this Contract shall meet all applicable requirements of the latest revision of the NFP A codes. Contractor shall guarantee all work included in the Contract against any defects in workmanship and shall satisfactorily correct, at no cost to Williamson County, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon the date of acceptance by Williamson County.

20.3. **MATERIAL WARRANTY** - All material and equipment furnished under this Contract is guaranteed by Contractor to be in compliance with this Contract, fit and sufficient for the purpose intended, new and free from defects. Materials furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MODELS OR MATERIAL ARE NOT ACCEPTABLE. The warranty period for Contractor-provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is longer. The warranty period shall commence upon date of acceptance by Williamson County. Contractor shall provide Williamson County's Contract Administrator with all manufacturers' warranty documents within five (5) business days of completion of each project.

20.4. **NOTICE OF DEFECTS:**

20.4.1. Contractor shall notify the Contract Administrator prompt notice of any defective work or which the Contractor has actual knowledge. Prompt notice of all defective work of which Contract Administrator has actual knowledge may be given to the Contractor. Payment may be withheld by the Contract Administrator for identified defective work until such time as the Contract Administrator has determined the defective work has been corrected.

20.5. **OPERATIONS AND MAINTENANCE MANUALS:**

20.5.1. Contractor shall provide Operations and Maintenance Manuals for all equipment and parts installed as part of the work under this contract, upon request by the Contract Administrator. Contractor shall compile all specified instructions, maintenance manuals and operations date.

20.6. **FREIGHT AND SHIPPING COSTS:**

Freight and shipping costs are not an allowable expense under this Contract. Expedited shipping charges, with prior approval from the Williamson County Contract Administrator, may be allowed.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment - B
Williamson County Premises

#	Facility Name	Address	City
1000	Historical Courthouse	710 S Main St	Georgetown
1001	Williamson County Museum & Old Bank	716 Austin Ave	Georgetown
1002	Georgetown Health Dept	102 W 3rd St	Georgetown
1003	Taylor Health Dept	115 W 6th St	Taylor
1005	Round Rock Annex - Bldg A	211 Commerce Cove	Round Rock
1006	Round Rock Annex - Bldg B	211 Commerce Cove	Round Rock
1007	516 Pine Street	516 Pine St	Georgetown
1008	Sheriff Administration	508 S Rock St	Georgetown
	Jail		
	Jail - Kitchen		
1009	Criminal Justice Center	405 MLK	Georgetown
1011	Lott Building	107 S Holly	Georgetown
	Portable Building - A		
	Portable Building - B		
1012	Health Dept Education	300 S Main St	Georgetown
1015	EMS Station Medic 42	1425 N Main St	Taylor
1017	Game Warden	517 Pine St	Georgetown
1019	305 MLK	305 MLK	Georgetown
1020	303 MLK	303 MLK	Georgetown
1022	Historical Jail	312 S Main St	Georgetown
1024	Life Steps	311 S Main St	Georgetown
1026	Central Maintenance Facility	3151 SE Inner Loop	Georgetown
	Road & Bridge		
	Paint Shop		
	Sign Shop		
1029	Brown Santa Warehouse	508 Holly Bldg 1	Georgetown
1032	Cedar Park Annex	350 Discovery Blvd	Cedar Park
1033	Taylor Annex	412 Vance St	Taylor
1034	EMS Station Medic 41	2604 Northlawn	Taylor
1037	EMS Station Medic 23	209 W Willis/200 Bagdad Rd	Leander
1042	Central Texas Treatment Center	601 N Alligator Road	Granger
	Central Texas Treatment Center - Kitchen		
1043	Inner Loop Annex	301 SE Inner Loop	Georgetown
1044	Sheriff's Office Eastside	2501 Mallard Lane	Taylor
1045	Juvenile Justice Center	200 Wilco Way	Georgetown
	Juvenile Justice Center - Kitchen		
1046	Parking Garage	305 W 4th Street	Georgetown
1047	Expo Center	5350 Bill Picket Trail	Taylor
1048	JP Pct 4	211 W 6th	Taylor
1050	Sheriff Gun Range	3901 County Road 130	Hutto
	Sheriff Gun Range - Restrooms		
	Sheriff Gun Range Training bldg		
1051	Tax Office	904 S Main	Georgetown
1062	Hutto Condos	321 Ed Schmidt Blvd, #200	Hutto
1063	Facilities Services	3101 SE Inner Loop	Georgetown
	Facilities Services - Warehouse		
1064	Children's Advocacy Center	1811 SE Inner Loop	Georgetown
	Children's Advocacy Center - Blgd # 2		
1066	Jester Annex	1801 E Old Settlers Rd	Round Rock
1068	Blackland Heritage County Park - Caretaker House	12000 E Hwy 29	Georgetown
	Blackland Heritage County Park - Shop		
1071	Emergency Services Operations Center	911 Tracy Chambers Lane	Georgetown
1072	Southwest Regional Parks HQ	219 Perry Mayfield	Leander
1073	Williamson County Cities Health District	355 Texas Avenue	Round Rock
1075	Sheriff Office Training Center	8160 Chandler Rd	Hutto
1077	Wireless Communication / Radio Shop	3171 SE Inner Loop	Georgetown
1078	EMS Training	3189 SE Inner Loop	Georgetown
1079	Vehicle Inspection/Impound	3181 SE Inner Loop	Georgetown
1080	Georgetown Annex	100 Wilco Way	Georgetown
1081	Libety Hill CSCD	3803 FM 1869	Liberty Hill
1082	Public Safety Bldg	1781 E. Old Settlers Blvd	Round Rock
1083	Carquest	909 S Austin Ave	Georgetown
1087	River Ranch Park HQ	194 Reveille Way	Liberty Hill
	River Ranch Interp Center		
	River Ranch Park - Caretaker Home		
1084	Internal Audit	901 S Austin Lane	Georgetown
1088	Berry Springs Park & Preserve - Caretaker Home		
1089	Southwest Regional Parks - Caretaker Home	219 Perry Mayfield	Leander
	401 W. 6th Street	401 W. 6th Street	Georgetown
no #	WC Regional Animal Shelter	1855 SE Inner Loop	Georgetown

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR FIRE SYSTEMS MAINTENANCE, REPAIRS AND RELATED ITEMS VIA Sourcewell Contract #031517-SGL

(Johnson Controls Fire Protection LP)

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 **Johnson Controls Fire Protection LP** (hereinafter "Service Provider" or "Vendor" or "JCI"), with a local address at 1608 Royston Lane, Bldg. 1, Round Rock, TX 78664 (ph. 512-634-1800). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

II.

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

A. Attachment A – Facilities Service Additional Requirements;

B. Attachment B – Williamson County Building List;

C. Attachment C – JCI Sourcewell Fee Schedule;

D. Sourcewell Contract #031517-SGL, including addenda;

E. Williamson County Vendor Reimbursement Policy (as amended); and

F. Any required insurance certificates evidencing required coverages.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on Attachment C – Sourcewell Fee Schedule, which is incorporated herein as if copied in full. **This agreement is subject to available funding for these services set forth in the Facilities Department budget for any applicable fiscal year.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The

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

VI.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

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

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

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT

OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

As described in Attachment C – Sourcewell Fee Schedule, which is incorporated herein as if copied in full.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue through the end of the current county fiscal year on September 30, 2022. This contract shall renew for one (1) year on October 1, 2022 and shall continue until September 30, 2023, unless terminated earlier pursuant to paragraph XI. After September 30, 2023, this contract **may** be renewed for additional terms in the form of an addendum mutually agreed to and signed by both parties in writing.

XIV.

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

XV.

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

XVI.

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

XVII.

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

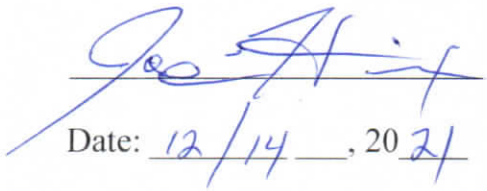
Executed this 14 day of December, 2021 to be effective as of the date of the last party's execution below.

County:

_____

Date: _____ ___, 20____

Service Provider:



Date: 12/14, 2021

Exhibit(s)

Attachments A, B & C;

Sourcewell Contract #031517-SGL, including addenda; and

Williamson County Vendor Reimbursement Policy (as amended)

(All incorporated herein as if copied in full)

Johnson Controls **Fire Protection**

Sourcewell Cooperative Contract #031517-SGL

Sourcewell Formerly NJPA
Awarded Contract
Contract # 031517-SGL

Sourcewell Customer:	**Williamson County**	***CCA Use Only:***
Site Name:	**Williamson County**	Sourcewell Region Code#
Street Address:	**301 SE Inner Loop STE 106**	AR#
City, State, Zip	**Georgetown, TX 78626-8207**	Ship to Customer #
		Bill to Customer #
Sourcewell Member #:	9076	Sourcewell Rev 3 Effective 9-05-19
Sales Representative	Angela Bremar	Annual Contract Value:
Contract Period Begin and End Date		$0.00

Pricing Breakout by Product Line & Inspection Information

Fire Alarm (Test & Inspect)	**Quantity:**		**Inspect Frequency:**	**Inspect Month(s):**
Make/Model:			Annual	
Fire Panel(s)	0			
Pull Stations	0			
Smoke Detector - Sensitivity report from panel per 250	0			
SmokeDetectors - Test & Inspect	0			
SmokeDetector - Cleaning	Not included			
SmokeDetector - Sensitivity	Not included			
Duct Detectors - Functional test	0			
Duct Detectors - Cleaning	Not included			
Duct Detectors - Sensitivity	Not included			
Elevator Recall	0			
AV's, Horn/Strobes	0			
Speakers	0			
Heat Detectors	0			
Warden Phone Jacks	0			
Transponder	0			
NAC	0			
Annunciator	0			
Other (AHU input, relays, etc.)	0			
Vesda Early Detection Device	0		**W/T Frequency:**	
WaterFlow	0			
Tamper Switches	0			
Dact (Dialer Panel)	0			
Door Holder	0			
Optional Standard Labor Coverage	**No**			
Optional 24/7 Labor Coverage	**No**			
Optional Full Service Parts Coverage	**No**			
Inspection After-Hours	**No**			
		$0.00		
Annual Cost		**$0.00**		

Monitoring	**Quantity:**		
Single building fire alarm service	0		
Single building burglar alarm service	0		
Multi building applications / and or partitions	0		
Single building combo panel service (fire/security)	0		
Elevator Monitoring	0		
UL Certified Fire Alarm Monitoring	0		
		$0.00	
		$0.00	

MONITORING:
By ordering this service you are agreeing to the Master Monitoring Terms and Conditions applicable with this contract. These terms can be referenced in the monitoring tab below.

Sprinkler System (Test & Inspect)	**Quantity:**		**Inspect Frequency:**	**Inspect Month(s):**
Wet Risers	0			
Dry Risers	0			
Dry Sprinkler Trip Test	0			
Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above).	0			
Additional Control Assemblies (Tamper and Flow)	0			
PIV's (Post indicator valve)	0			
Deluge Risers	0			
AFFF (Foam tank inspect & lab analysis of foam)	0			
Fire Hose Stations	0			
Standpipe	0			
Anti-Freeze Loops	0			
Fire Pump	0			
Monthly Pump Run (each)	0			
Private Fire Hydrants	0			
Backflow Preventer (Sprinkler, Domestic, Irrigation)	0			
Backflow preventer: LA, IN, MN, MD, IL, MO, MI	0			
Monthly Valve Inspections (# of Valves - select inspection frequency)	0			
Optional Sprinkler Standard Labor Coverage	**No**			
After-Hours Sprinkler Inspection	**No**			
		$0.00		
Annual Wet Sprinkler Cost		**$0.00**		
		$0.00		
Annual Cost of Monthly Valve Inspections		**$0.00**		
		$0.00		
Annual Dry Sprinkler Cost		**$0.00**		
		$0.00		
Annual Anti-Freeze Cost		**$0.00**		
		$0.00		
Annual Backflow Cost		**$0.00**		
		$0.00		
Annual Deluge Cost		**$0.00**		
		$0.00		
Annual Fire Hose Cost		**$0.00**		
		$0.00		
Annual Fire Pump Inspection Cost		**$0.00**		
		$0.00		
Annual Monthly Fire Pump Run Cost		**$0.00**		
		$0.00		
Annual Pre-Action Cost		**$0.00**		
		$0.00		
Annual Standpipe Cost		**$0.00**		
		$0.00		
Annual Fire Hydrant Cost		**$0.00**		

Special Hazards (Test & Inspect	**Quantity:**		**Inspect Frequency:**	**Inspect Month(s):**
FM200 or Halon System - Up to 300# Tank (Note: Use A&D prices for the testing of devices)	0			
Panel	0			
Clean Agent System additional cylinder less than 350lbs	0			
Clean Agent System additional cylinder greater than 350lbs	0			
SmokeDetectors - Test & Inspect	0			
SmokeDetector - Cleaning	Not included			
SmokeDetector - Sensitivity	Not included			
Heat Detectors	0			
Pull Stations	0			
Above Ceiling Smoke Detector (functionality test of smoke detector above ceiling grid)	0			
Subfloor Detector - Test & Inspect	0			
Subfloor Detector - Cleaning	Not included			
Subfloor Detector - Sensitivity	Not included			
Audio/Visual	0			
Abort	0			
		$0.00		
Annual Cost		**$0.00**		

Extinguishers (Test & Inspect)	**Quantity:**		**Inspect Frequency:**	**Inspect Month:**
ABC Portable Units	0			
Clean Agent,Halon	0			
CO2/K-Class	0			
Water - stored pressure	0			
Wheeled Unit - stored pressure	0			
Nevada (Includes parts and chemicals)	0			
Optional Platinum (parts, recharge, service)	**No**			
		$0.00		
Annual Cost		**$0.00**		

Emergency Lighting (Test & Inspect)	**Quantity:**		**Inspect Frequency:**	**Inspect Month:**
Emergency Lights with Battery Pack	0			
Exit Lights with Battery Pack	0			
Optional Platinum Coverage	**No**			
		$0.00		
Annual Cost		**$0.00**		

Kitchen Hoods (Test & Inspect)	**Quantity:**		**Inspect Frequency:**	**Inspect Month(s):**
Hood System (incl test & inspection of 1 tank & up to 3 links)	0			
Additional Tanks	0			
Additional Links	0			
Optional Platinum Coverage	**No**			
		$0.00		
Annual Cost		**$0.00**		

Emergency Shower / Eyewash Stations (Test & Inspect)	**Quantity:**		**Inspect Frequency:**	**Inspect Month(s):**
Initial Shower / Eyewash Station	0			
Eash Additional	0			
Additional Hours for Training or to meet Monthly Requirements	0			
		$0.00		
Annual Cost		**$0.00**		

Closed Circuit Television (Test & Inspect)	**Quantity:**		**Inspect Frequency:**	**Inspect Month(s):**
Multiplexer	0			
Camera's (Indoors)	0			
Camera's (Outdoor)	0			
Monitors	0			
Input Switcher	0			
Lense Cleaning	0			
Pan/Tilt	0			
Controller	0			
Heater/Blower	0			
Battery Testing /Per Battery	0			
		$0.00		
Annual Cost		**$0.00**		

Viakoo for CCTV	**Quantity:**		**Service Frequency:**
Viakoo Predictive™ per camera/encoder	0		
Viakoo Preemptive™ per Camera/encoder	0		
Viakoo Proactive™ Per camera/encoder	0		
Standard Labor Coverage (M-F, 8 to 5)	**No**		8-5 Standard Coverage
24/7 Labor Coverage	**No**		24/7 Labor Coverage
		$0.00	
			Service Type:
Additional Inspector Time	0		Fire Alarm
		$0.00	

Insert addt'l svc coverage desc. (hood clean, parts, union labor)	
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

Annual Recurring Cost: **$0.00**

Date: _____

Customer Signature:_____

Sourcewell Labor Rates Effective 9-05-19

	USA	Canada
Product Line	FY19	FY19
Sprinkler		
Sprinkler Non Union	122	N/A
Sprinkler Union	148	140
Metro Area (NY) 2hr. Min	170	
Suppression		
Suppression Extinguishers	117	122
Suppression Special Hazards	143	143
Metro Area Ext. 2 hr. Min	127	
Metro Area SP HZD 2hr. Min	180	
Fire Alarm		
Alarm & Detection	148	148
Metro Area (NY) 2hr. Min	186	

All Labor Subject to the Following:

- **Overtime Multiplier 1.50**
- **Double-time Multiplier 2.0**

Time Classification	Start Time	End Time	Hourly Rate Modifier
Standard Time M-F	8:00 AM	5:00 PM	N/A
Standard Hours M-T Except Friday	5:01 PM 12:01 PM	7:59 AM 12:00 AM Midnight	1.5x
Saturday	12:01 AM	12:00 AM Midnight	1.5x
Sunday & Holidays	12:01 AM	12:00 AM Midnight	2x

- **Minimum Charge for an Emergency and a Priority Call Is 3 Hours**
- **Maximum Travel Charge Is 4 Hours**
- **Prices are subject to change**

Monitoring Service Agreement Terms and Conditions

Instructions and Explanation List

SUBSCRIBER'S NAME:

The Subscriber's legal name. If a business, this would be the name as indicated on the business license. Also include name of the build¬ing or premise if the Subscriber is a commercial property manager.

MONITORING ACCOUNT #

The account number (location address code) given to you by the Monitoring Center.

ADDRESS:

This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

CITY:

City, Township, etc. where the Subscriber is located.

STATE:

State in which Subscriber is located.

ZIP:

Zip code in which Subscriber is located.

ALARM PERMIT #

Required by some Police Departments before they will respond to alarm activations. Usually there is a 4 to 6 week grace period to obtain Alarm Permit, after which time the police will no longer respond until a valid permit for the customer premise is obtained. Check the laws as they pertain to your area. For more information, contact your authority having jurisdiction.

CUSTOMER NUMBER/SEQUENCE:

The eight digit number assigned to this customer in the
Johnson Controls Fire Protection billing system, along with the four digit Sequence
Number which identifies the monitoring unit created for this account.

PREMISE TELEPHONE #

Subscriber's phone number. Used to verify alarm signals and to contact subscriber in the event of alarm malfunction.

PREMISE FAX #

Subscriber's fax number, if appropriate.

CROSS STREET:

Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

BILLING ADDRESS:

Subscriber billing address if it is different from the premise address.

CONTACT / CALL LIST (RESPONSIBLE PARTIES)

KEY:

Check box if responsible party has keys to Subscriber's premises and is able to disarm alarm system. At least two of the responsible parties should have keys to the premises.

NAME:

Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

PHONE #

Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone

PASS CODE / ABORT CODE:

This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber.

EMERGENCY CALL LIST:

List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.). Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

COMMUNICATOR:

Manufacturer's name and type of dialer (DACT) used.

MODEL #

Model number of dialer (DACT) used.

INTRUSION PANEL MODEL

Example: 3001, 3007, etc.

FORMAT REPORTING:

Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

TIME ZONE:

EST, CST, MST, PST.

AUTOMATIC TEST TIMER INTERVAL:

The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or None.

OPENING AND CLOSING SIGNALS:

On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

OPEN / CLOSE - LOG ONLY:

All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

OPEN / CLOSE - SUPERVISED:

The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

WINDOW:

If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

ACTIVITY REPORTS:

Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly, weekly, or on some other basis.

ZONE:

Zones transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all zone information to be used by the dialer.

PROTECTED AREA:

Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

AUD / SIL / VFY / DISP:

Check appropriate box.

AUD = Audible Alarm; SIL = Silent Alarm; VFY = Verify; DISP = Dispatch

ALARM TYPE:

Fire, duress, burglary, etc.

SIGNAL:

Numeric or alphanumeric code sent by the alarm dialer to the Monitoring Center. Example: 1 or 01, 3 or 03, etc. depending on format.

SPECIAL INSTRUCTIONS:

Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

STATE LICENSE #

Include Johnson Controls Fire Protection State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

DISTRICT CODE:

This will normally be the district office listing number.

COMPLETED BY:

Name of person completing form.

DATE:

Date form was completed and signed.

MAINTENANCE AGREEMENT COVERAGE CODE:

Insert technical support response code for contracted response services.

ANNUAL MONITORING FEE:

Write in the dollar amount to be billed to the customer on an annual basis.

SUBSCRIBER AUTHORIZED SIGNATURE:

This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by Johnson Controls Fire Protection on the reverse side of the Monitoring Service Agreement form.

TERMS AND CONDITIONS

1. Introduction. Subscriber has contracted with Johnson Controls Fire Protection for monitoring services at the location indicated on the front side of this Agreement.

2. Johnson Controls Fire Protection's Duties. Subscriber agrees and acknowledges that Johnson Controls Fire Protection's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology, and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, Johnson Controls Fire Protection shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.

3. Waiver of Warranty; Exculpatory Clause. Subscriber understands that Johnson Controls Fire Protection offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: Johnson Controls Fire Protection IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT Johnson Controls Fire Protection IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT Johnson Controls Fire Protection IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO Johnson Controls Fire Protection'S NEGLIGENCE OR FAILURE TO PERFORM. Johnson Controls Fire Protection MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. Johnson Controls Fire Protection MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATES BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.

4. Third Party Indemnification. Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless Johnson Controls Fire Protection, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance, or other services by Johnson Controls Fire Protection or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list Johnson Controls Fire Protection, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.

5. Limitation of Liability; Liquidated Damages. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF Johnson Controls Fire Protection TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY Johnson Controls Fire Protection'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; OR (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST Johnson Controls Fire Protection, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY Johnson Controls Fire Protection'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR TWENTY FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE Johnson Controls Fire Protection'S SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL Johnson Controls Fire Protection BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY Johnson Controls Fire Protection, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes Johnson Controls Fire Protection to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that Johnson Controls Fire Protection is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. Johnson Controls Fire Protection assumes no responsibility for any loss in excess of such amount.

6. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold Johnson Controls Fire Protection harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Johnson Controls Fire Protection during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify Johnson Controls Fire Protection immediately. If space/interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by Johnson Controls Fire Protection. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify Johnson Controls Fire Protection. (c) Subscriber shall notify Johnson Controls Fire Protection regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with Johnson Controls Fire Protection in the installation, operation, and maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to Johnson Controls Fire Protection. Subscriber acknowledges that alarm signals from Subscriber's premises to Johnson Controls Fire Protection are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by Johnson Controls Fire Protection during any such interruption in telephone service and the interruption will not be known to Johnson Controls Fire Protection. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by Johnson Controls Fire Protection to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by Johnson Controls Fire Protection in receiving and/or responding to the excessive signals.

7. Authorized Personnel & Emergency Information. Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revision and modifications to the above to Johnson Controls Fire Protection in writing in a timely manner. Subscriber shall furnish to Johnson Controls Fire Protection certain emergency information and shall keep it current by providing Johnson Controls Fire Protection with any changes in writing, providing the required identifying information in a timely manner.

8. Assignees and/or Subcontractors of Johnson Controls Fire Protection. Johnson Controls Fire Protection shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Johnson Controls Fire Protection's maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of Johnson Controls Fire Protection, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to Johnson Controls Fire Protection.

9. Assignment by Subscriber. Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless Johnson Controls Fire Protection agrees in writing to the transfer of the Agreement.

10. Taxes, Fees, Fines, Licenses, and Permits. (a)Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges, if any. Johnson Controls Fire Protection shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on Johnson Controls Fire Protection by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend Johnson Controls Fire Protection and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, Johnson Controls Fire Protection shall not be responsible for performing the services and may terminate the services with notice to Subscriber.

11. Increase in Service Charges. Johnson Controls Fire Protection shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials serv-ices are based upon Johnson Controls Fire Protection's service rates in effect at the time of the service, and are subject to change without notice.

12. Delay or Interruptions. Johnson Controls Fire Protection assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the system related to date handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of Johnson Controls Fire Protection, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. Johnson Controls Fire Protection assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which Johnson Controls Fire Protection's equipment is attached.

13. Outside Charges. Subscriber understands and accepts that Johnson Controls Fire Protection specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by Johnson Controls Fire Protection, its agents, or subcontractors.

14. Default/Termination. In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after Johnson Controls Fire Protection gives Subscriber written notice of such default, in addition to any other remedies provided by law, Johnson Controls Fire Protection may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to Johnson Controls Fire Protection; (b) Take possession of all Johnson Controls Fire Protection owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to Johnson Controls Fire Protection immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by Johnson Controls Fire Protection on account of such default including all court costs and reasonable attorneys' fees. The waiver by Johnson Controls Fire Protection of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by Johnson Controls Fire Protection shall not be deemed a waiver of any prior existing breach, regardless of Johnson Controls Fire Protection's knowledge of such prior existing breach at the time of acceptance of such payments.

15. One Year Limitation on Actions. It is agreed that no suit or cause of action shall be brought against Johnson Controls Fire Protection more than one (1) year after the accrual of the cause of action therefor.

16. Waiver of Subrogation. Subscriber does hereby for itself and all other parties claiming under it release and discharge Johnson Controls Fire Protection from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Johnson Controls Fire Protection.

17. Entire Agreement; Modification; Waiver. This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

18. Choice of Law; Venue. The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

Offer to NA	Old PID	New PID	Size	Item	Sourcewell Price
				All inclusive Hydrotest Extinguishers	
Y		EX3302	2.5	2.5 LB D/C All inclusive Hydrotest Extinguisher	$45
Y		EX3305	5	5 LB D/C All inclusive Hydrotest Extinguisher	$50
Y		EX3310	10	10 LB D/C All inclusive Hydrotest Extinguisher	$55
Y		EX3320	20	20 LB D/C All inclusive Hydrotest Extinguisher	$75
Y		EX6905	5	5 LB CO2 All Inclusive Hydrotest Extinguisher	$65
Y		EX6910	10	10 LB CO2 All Inclusive Hydrotest Extinguisher	$70
Y		EX6915	15	15 LB CO2 All Inclusive Hydrotest Extinguisher	$75
Y		EX6920	20	20 LB CO2 All Inclusive Hydrotest Extinguisher	$80
Y		EX6925	2.5g	Pressurized water All inclusive Hydrotest Extir	$65
Y		EX2903	6L	K-class All inclusive Hydrotest Extinguisher	$175
				All inclusive 6yr Extinguishers	
Y		EX3202	2.5	2.5 LB D/C All inclusive 6yr Maint Extinguisher	$40
Y		EX3205	5	5 LB D/C All inclusive 6yr Maint Extinguisher	$45
Y		EX3210	10	10 LB D/C All inclusive 6yr Maint Extinguisher	$50
Y		EX3220	20	20 LB D/C All inclusive 6yr Maint Extinguisher	$70
				All inclusive Recharged Extinguishers	
Y		EX3402	2.5	2.5 LB D/C All inclusive Recharge Extinguisher	$35
Y		EX3405	5	5 LB D/C All inclusive Recharge Extinguisher	$40
Y		EX3410	10	10 LB D/C All inclusive Recharge Extinguisher	$45
Y		EX3420	20	20 LB D/C All inclusive Recharge Extinguisher	$65
Y		EX5905	5	5 LB CO2 All Inclusive Recharge Extinguisher	$50
Y		EX5910	10	10 LB CO2 All Inclusive Recharge Extinguisher	$55
Y		EX5915	15	15 LB CO2 All Inclusive Recharge Extinguisher	$60
Y		EX5920	20	20 LB CO2 Ext All Inclusive Recharge Extinguis	$65
Y		EX5925	2.5g	Pressurized water All inclusive Recharge Extin	$60
Y		EX5903	6L	K-class All inclusive Recharge Extinguisher	$155
	Generic SG	Ansul US		**New Equipment**	
Y	EX1025	438735	2.5	ABC dry chemical fire extinguisher	$52.00
Y	EX1050	442257	5	ABC dry chemical fire extinguisher	$68.00
Y	EX1010	436500	10	ABC dry chemical fire extinguisher	$93.00
Y	EX1020	434747	20	ABC dry chemical fire extinguisher	$195.00
Y	EX1150	431553	5	CO2 fire extinguisher	$198.00
Y	EX1110	431554	10	CO2 fire extinguisher	$257.00
Y	EX1115	431555	15	CO2 fire extinguisher	$301.00
Y	EX1120	431556	20	CO2 fire extinguisher	$453.00
Y	EX1250	442255	5	Clean Guard fire extinguisher	$233.00
Y	EX1210	429021	9	Clean Guard fire extinguisher	$470.00
Y	EX1214	429022	13	Clean Guard fire extinguisher	$745.00
Y	EX1560	434909	6L	K-class fire etinguisher	$224.00
Y	EX1425	430847	2.5g	Pressurized water fire extinguisher	$162.00

				Recharge	
Y	EX3025	**EX8025**	2..5	ABC dry chemical fire extinguisher	$12.00
Y	EX3050	**EX8050**	5	ABC dry chemical fire extinguisher	$17.00
Y	EX3010	**EX8010**	10	ABC dry chemical fire extinguisher	$22.00
Y	EX3020	**EX8020**	20	ABC dry chemical fire extinguisher	$42.00
Y	EX3021	**EX8150**	5	CO2 fire extinguisher	$28.00
Y	EX3110	**EX8110**	10	CO2 fire extinguisher	$35.00
Y	EX3115	**EX8115**	15	CO2 fire extinguisher	$40.00
Y	EX3120	**EX8120**	20	CO2 fire extinguisher	$45.00
Y	EX3060	**EX8030**	6L	K-class fire extinguisher	$132.00
Y	EX3200	**EX8035**	2.5g	Pressurized water fire extinguisher	$27.00
				Hydrostatic testing	
Y		EX2089		Pressurized water fire extinguisher	$20.00
Y		EX2084		Dry chemical fire extinguisher	$20.00
Y		EX2080		CO2 fire extinguisher	$20.00
Y		**EX8070**		HYDROTEST K-CLASS	$20.00
N				Cartridge operated fire extinguisher	
N				Clean Guard fire extinguisher	
Y		EX2060		**Six Year Maintenance**	$10.00
				Service Parts	
Y		EX4005		Valve stem	$12.00
Y		EX4100		VR seal (o-ring)	$5.00
Y		EX4002		Service collar	$4.00
Y		EX4001		Locking pin	$2.50
Y		EX4004		Tamper device	$2.00
Y		EX4412		CO2 SAFETY RELEASE DEVICE	$15.00
				Parts	
Y		EX4200		Extinguisher gauge	$13.00
Y		EX5100		Extinguisher stick on sign	$4.50
Y		EX5102		Extinguisher stand out sign	$18.00
Y		EX5200		Extinguisher hanger	$6.00
Y		EX5002		Decal class	$2.00
Y		EX5002		Decal hazmat	$2.00
Y		EX5002		Decal DOT	$2.00
Y		EX5503		Bracket Economy	$25.00
Y		EX5504		Bracket Heavy Duty	$50.00
				Other service charges	
Y		EX2017		Hazmat shipping	$30.00
				Batteries Updated description	
Y		EE6101		4V 4.6AH BATTERY	$65.00
Y		EE6102		4V 10AH BATTERY	$65.00

Y	EE6103	**6V 4AH/5AH BATTERY**	$50.00
Y	EE6104	6V 7AH BATTERY	$60.00
Y	EE6105	6V 8AH BATTERY	$65.00
Y	EE6106	**6V 10AH/12AH BATTERY**	$50.00
Y	EE6107	6V 20AH BATTERY	$130.00
Y	EE6108	6V 36AH BATTERY	$145.00
Y	EE6109	12V 32AH BATTERY	$175.00
Y	EE6110	12V 55AH BATTERY	$225.00
Y	EE6201	AC BULB	$12.00
Y	EE6202	DC BULB	$10.00
Y	EE6203	SEALED BEAM BULB	$50.00
Y	EE6204	FLUORESCENT BULB	$25.00
Y	EE6205	LED BULB	$75.00
Y	**EE6004**	BATTERY DISPOSAL	$10.00
Y	**EE6116**	4.8v 800MAH NICAD	$75.00
Y	**EE6116**	4.8v 800MAH NICAD	$75.00
Y	**EE6116**	4.8v 800MAH NICAD	$75.00
Y	**EE6116**	4.8v 800MAH NICAD	$75.00
Y	**EE6114**	2.4v 800MAH NI-CAD	$50.00
Y	**EE6115**	3.6v 700MAH NI-CAD	$50.00
Y	**EE6113**	1.2v 1200MAH NI-CAD	$50.00
Y	**EE6113**	1.2v 1200MAH NI-CAD	$50.00
		E-Light Units	
Y	**BELR1**	ECONOMY EMERGENCY LIGHT	$50.00
Y	**LED1**	ECONOMY EXIT SIGN LED W/BATTERY BACK UP LIGHT	$50.00
Y	**LED4**	COMBINATIONS EXIT EMERGENCY LIGHT	$100.00
Y	**LED1B**	RED/BLACK LED EXIT SIGN AC/DC	$100.00
Y	**LED4B**	RED LED EXIT/EMERG BLK COMBO UNIT	$100.00
Y	**BELR1B**	EMERG LIGHT BLK 6V, 10.8W	$50.00
Y	**BELR1**	EMERGENCY LIGHT 6V, 10.8W	$50.00

NA pricing - labor included in charge for replace battery & bulbs
NA will quote labor to replace E light units

Johnson Controls **e Protection**

Sourcewell #031
Effective Date:

Customer Name:
Location Name:
Location Address:
Contact Name:
Contact Phone:
Contact Email:
Sales Representative:
Branch:

COVERED EQUIPMENT:

NON-RECCURING SERVICES

	Quantity:
Monitoring Setup and Installation	
One-time configuration and connection charge	0
Monitoring equipment and installation includes digital communicator and programming	0
Fire Damper and Doors	
Smoke/Fire Damper Inspections	0
Fire Door Inspections	0
Rolling Fire Doors Inspections	0
Actuators	0
Smoke/Fire Damper Minimum Fee To be used if the total of fire dampers and doors does not equal ($2,185.00) . If the minimums are not met, line item quantities should be removed and just select yes on line 43.	**No**
Smoke/Fire Damper Inspections *(Pricing for AK, HI)*	0
Fire Door Inspections *(Pricing for AK, HI)*	0
Rolling Fire Doors Inspections*(IPricing for AK, HI)*	0
Actuators *(Pricing for AK, HI)*	0
Smoke/Fire Damper Minimum Fee To be used if the total of fire dampers and doors does not equal ($5,175.00) . If the minimums are not met, line item quantities should be removed and just select yes on line 48. *(pricing for AK, HI)*	**No**

One-Time Cost

Sprinkler System (5 Year Inspect)	**Quantity:**
FDC 5-Year Certification Test - (1) Riser & (1) FDC	0
5 Year Obstruction/Investigaction - Risers	0
Lift rental (enter number of days)	0
Obstruction/Investigation - In the State of California	**No**

5 Year Cost

Additional Tech Time	
	0
Customer Training Center	
5 Day Security System Administrator Training (PID: 9500-0057)	0
3 Day Service And Maintenance Training (PID: 9500-0058)	0
2 Day Integrated System Upgrade Training (PID: 9500-0059)	0
4 Day Integrated Security System Admin Training (PID: 9500-0129)	0
2 Day ID Badge Training (PID: 9500-0127)	0
2 Day ID Badge Training (PID: 9500-0144)	0
2 Day Integrated Graphical Maps Training (PID: 9500-0141)	0
2 Day Integrated CCTV Control Training (PID: 9500-0128)	0
4 Hours Of Integrated System Training (PID: 9500-0145)	0
1 Day Integrated Security System Pre-Delivery Svcs (PID: 9500-0146)	0
4 Hour Integrated Security System Programming (PID: 9500-0147)	0
6 Day Enhanced Security Training (PID: 9500-0148)	0
Training Guide (PID: 3700-9315)	0
Reduction	
Training Total Cost	

Insert addt'l services

Customer Signature: _____

Date : _____

Total non-recurring cost

.517-SGL

Frequency:

One-Time

$0.00

$0.00

Inspect Month:

$0.00

$0.00

Fire Alarm

$0.00

$0.00

$0.00
$0.00
$0.00
$0.00
$0.00

$0.00

Sourcewell Premier Communicat

EMERGENCY CALL: System/unit is not operational and backup system/unit is not available. Life safety and proper
significant damage.

- Technician will be dispatched within 3 hours, unless a different time frame is required by applicable law

PRIORITY CALL System/unit is operational and maintenance or service work is required to maintain system/unit in

- Technician will be on site within 24 hours

THREE DAY SERVICE CALL System/unit is operational; general repair is required.

- Technician will be on site within three(3) business days

SCHEDULED CALL System/unit is operational; planned appointment for inspection, maintenance, and/or service w

- Technician will be on site within fourteen (14) calendar days

ALL SERVICE RATES WILL BE BILLED ACCORDING TO NJPA PREFERRED HOURLY SERVICE RATES

Minimum charge for an Emergency and a Priority
Maximum travel charge is 4 hours
Overtime fees prevail before 7:00 AM or after 4:30 PM and double time f

ion Standards

ty protection is non-existent or property assets are in imminent danger of

ıtegrity.

ork.

Call is 3 hours

ees prevail on weekends and holidays

Commissioners Court - Regular Session **26.**

Meeting Date: 01/11/2022

Rejection of Bids received for IFB #22IFB47 Live Oak Ranch Subdivision Roadway and Drainage Improvements Phase 1 - Road Bond Program

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting bids received for IFB #22IFB47 Live Oak Ranch Subdivision Roadway and Drainage Improvements Phase One and allow for updated revisions to the specifications to be included in the new solicitation.

Background

It is staff's recommendation that all responses received to IFB #22IFB47 Live Oak Ranch Subdivision Roadway and Drainage Improvements Phase 1 be rejected to allow for modifications to the specifications and rebid to obtain competitive pricing that would serve in the best interest of the County. Smith Contracting is the low bidder for #22IFB47 Live Oak Ranch Subdivision Roadway and Drainage Improvements Phase 1 project. The bid from Smith Contracting was 39.1 % over the engineer's cost estimate. Road and Bridge Division is Interested in conducting an analysis for determining a more cost-effective scope and schedule for this project. Point of Contact is Terron Evertson. Funding Source P487.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Statement of Opening

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 05:52 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:41 AM
Form Started By: Kim Chappius		Started On: 01/03/2022 10:18 AM
Final Approval Date: 01/06/2022		

Submissions

Supplier	Date Submitted	Bid Pricing
Patin Construction	Dec 16, 2021 1:48 PM CST	$1,944,672.79
Smith Contracting	Dec 16, 2021 2:03 PM CST	$1,707,733.71

Commissioners Court - Regular Session **27.**

Meeting Date: 01/11/2022

Rejection Proposal of 22IFB60 IFB Tradesman's Industrial Park and 79 Business Park Improvements

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting proposals submitted on 22IFB34 IFB Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay and authorize the Purchasing Agent to advertise and receive sealed bids under the new 22IFB60 IFB Tradesman's Industrial Park and 79 Business Park Improvements.

Background

It is the recommendation that we reject all submissions to 22IFB34 Tradesman's Industrial Park and 79 Business Park Improvements to allow for modifications to the specifications and rebid to obtain competitive pricing that would serve in the best interest of the county. The project will be modified and rebid to obtain the competitive pricing in the best interest of the County. The contract duration shall be for one (1) year. New estimated contract amount is $876,127.00. Terron Evertson is the Road and Bridge Department contact. This expenditure will be charged to 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rejection Letter

Bid Tab

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 10:08 AM
Form Started By: Andrew Portillo		Started On: 01/04/2022 10:11 AM
Final Approval Date: 01/06/2022		

WILLIAMSON COUNTY
1848

December 14, 2021

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

Subject: Rejection Request for IFB #22IFB34 Tradesman's Industrial Park & Business Park Milling, Sealing, and Overlay

Lone Star Paving submitted the only offer for the IFB #22IFB34 Tradesman's Industrial Park & Business Park Milling, Sealing, and Overlay Project. Upon analysis of the bid items from Lone Star Paving, it was 20.5% over the engineer's cost estimate. Road and Bridge Division recommends to reject this bid and re-advertise it to obtain more bidders and competitive pricing.

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

Sincerely,

J. Terron Evertson, P.E.
County Engineer

		Bid Tab				11/16/2021
22IFB34 IFB Industrial and Business Park						
Williamson County						
						Asphalt Inc., LLC dba Lone Star Paving Company
ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Total Price
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	285	$ 118.00	$ 33,630.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	11,449	$ 3.40	$ 38,926.60
340	6011	D - GR HMA (SQ) TY - B PG64 - 22	TON	2,118	$ 112.00	$ 237,216.00
340	6122	D - GR HMA (SQ) TY - D PG70 - 22	TON	3,599	$ 125.00	$ 449,875.00
340	6246	D-GR HMA (SQ) TY-D PG64-22(LEVEL-UP)	TON	150	$ 205.00	$ 30,750.00
354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	12,014	$ 4.00	$ 48,056.00
354	6082	PLANE ASPH CONC PAV (10")	SY	3,850	$ 18.00	$ 69,300.00
500	6001	MOBILIZATION	LS	1	$ 97,000.00	$ 97,000.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 45,000.00	$ 45,000.00
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	10	$ 1.00	$ 10.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	36	$ 1.00	$ 36.00
666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	190	$ 2.00	$ 380.00
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	85	$ 20.00	$ 1,700.00
666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	1	$ 175.00	$ 175.00
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	2	$ 350.00	$ 700.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	100	$ 0.50	$ 50.00
666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	190	$ 1.00	$ 190.00
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	85	$ 5.00	$ 425.00
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	1	$ 75.00	$ 75.00
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	2	$ 100.00	$ 200.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	715	$ 0.50	$ 357.50
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	100	$ 1.00	$ 100.00
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	715	$ 1.00	$ 715.00
672	6007	REFL PAV MRKR TY I-C	EA	5	$ 15.00	$ 75.00
672	6009	REFL PAV MRKR TY II-A-A	EA	36	$ 15.00	$ 540.00
				Project Total		$ 1,055,482.10

Commissioners Court - Regular Session **28.**

Meeting Date: 01/11/2022

Awarding IFB #22IFB48 Garden Park Subdivision Roadway and Drainage Improvements Phase 1 for Road and Bridge

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #22IFB48 Garden Park Subdivision Roadway and Drainage Improvements to Chasco Contractors per the attachment, and authorizing execution of the agreement. Project funding P491.

Background

The Purchasing Department solicited sealed bids for Garden Park Subdivision Roadway and Drainage Improvements Phase 1. Two- Hundred (200) suppliers were invited to bid of which Thirty-Seven (37) suppliers viewed the bid documents and Two (2) responded. Road and Bridge recommends award to Chasco Constructors who was the lowest bidder with an amount of $619,119.00. The Road and Bridge Department point of contact is Terron Everston.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tab

Award Letter

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 11:07 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 11:09 AM
Form Started By: Andrew Portillo		Started On: 01/04/2022 10:58 AM
Final Approval Date: 01/06/2022		

BID FORM
CR 375
WILLIAMSON COUNTY, TX

K.C. ENGINEERING, INC.
FIRM REG NO.: F-977

Bid Form (Dated 12/01/21) Garden Park Subdivision Roadway and Drainage Improvements Phase 1 Williamson County, Texas							
IFB 22IFB48						Patin Construction	Chasco Construction
ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
0100 6002	PREPARING ROW	STA	17	$3,500.00	$59,500.00	$ 2,000.00	$ 34,000.00
0110 6002	EXCAVATION (CHANNEL)	CY	800	$20.00	$16,000.00	$ 20.00	$ 16,000.00
0132 6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	430	$10.00	$4,300.00	$ 30.00	$ 12,900.00
0160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	4148	$4.00	$16,592.00	$ 3.00	$ 12,444.00
0162 6002	BLOCK SODDING	SY	150	$7.00	$1,050.00	$ 6.00	$ 900.00
0164 6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	4145	$1.00	$4,145.00	$ 0.25	$ 1,036.25
0166 6001	FERTILIZER	AC	1	$1,000.00	$1,000.00	$ 1,000.00	$ 1,000.00
0168 6001	VEGETATIVE WATERING	MG	155	$10.00	$1,550.00	$ 20.00	$ 3,100.00
0169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	915	$2.00	$1,830.00	$ 2.00	$ 1,830.00
0247 6056	FL BS (CMP IN PLC)(TY D GR 4)(FNAL POS)	CY	613	$60.00	$36,780.00	$ 60.00	$ 36,780.00
0275 6001	CEMENT	TON	66	$220.00	$14,520.00	$ 175.00	$ 11,550.00
0275 6011	CEMENT TREAT(EXIST MATL)(8")	SY	4412	$5.00	$22,060.00	$ 12.75	$ 56,253.00
0310 6027	PRIME COAT(MC-30 OR AE-P)	GAL	882	$6.00	$5,292.00	$ 5.00	$ 4,410.00
0316 6175	AGGR(TY-B GR-4 SAC-B)	CY	40	$412.00	$16,480.00	$ 200.00	$ 8,000.00
0316 6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	1544	$15.00	$23,160.00	$ 4.50	$ 6,948.00
0340 6122	D-GR HMA(SQ) TY-D PG70-22	TON	484	$158.00	$76,472.00	$ 120.00	$ 58,080.00
0354 6042	PLANE ASPH CONC PAV (8")	SY	4335	$15.00	$65,025.00	$ 5.00	$ 21,675.00
0432 6002	RIPRAP (CONC)(5 IN)	CY	16	$500.00	$8,000.00	$ 375.00	$ 6,000.00
0460 6009	CMP AR (GAL STL DES 2)	LF	530	$70.00	$37,100.00	$ 90.00	$ 47,700.00
0460 6010	CMP AR (GAL STL DES 3)	LF	144	$75.00	$10,800.00	$ 110.00	$ 15,840.00
0460 6011	CMP AR (GAL STL DES 4)	LF	70	$175.00	$12,250.00	$ 160.00	$ 11,200.00
0467 6523	SET (TY II) (DES 2) (CMP) (4: 1) (C)	EA	2	$1,500.00	$3,000.00	$ 1,900.00	$ 3,800.00
0467 6525	SET (TY II) (DES 2) (CMP) (6: 1) (P)	EA	32	$2,000.00	$64,000.00	$ 2,000.00	$ 64,000.00
0467 6532	SET (TY II) (DES 3) (CMP) (3: 1) (C)	EA	2	$2,000.00	$4,000.00	$ 2,600.00	$ 5,200.00
0467 6537	SET (TY II) (DES 3) (CMP) (6: 1) (P)	EA	1	$2,500.00	$2,500.00	$ 2,800.00	$ 2,800.00
0467 6546	SET (TY II) (DES 4) (CMP) (3: 1) (C)	EA	4	$3,000.00	$12,000.00	$ 3,700.00	$ 14,800.00
0496 6007	REMOV STR (PIPE)	LF	78	$20.00	$1,560.00	$ 25.00	$ 1,950.00
0496 6050	REMOV STR (DRIVEWAY CULVERT)	EA	18	$250.00	$4,500.00	$ 500.00	$ 9,000.00
0500 6001	MOBILIZATION	LS	1	$30,000.00	$30,000.00	$ 59,509.00	$ 59,509.00
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	$3,500.00	$7,000.00	$ 3,000.00	$ 6,000.00
0506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	48	$30.00	$1,440.00	$ 25.00	$ 1,200.00
0506 6011	ROCK FILTER DAMS (REMOVE)	LF	48	$10.00	$480.00	$ 5.00	$ 240.00
0506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	110	$25.00	$2,750.00	$ 12.00	$ 1,320.00
0506 6024	CONSTRUCTION EXITS (REMOVE)	SY	110	$10.00	$1,100.00	$ 5.00	$ 550.00
0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	2,655	$3.00	$7,965.00	$ 3.00	$ 7,965.00
0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	2,655	$1.00	$2,655.00	$ 0.25	$ 663.75
0530 6004	DRIVEWAYS (CONC)	SY	491	$100.00	$49,100.00	$ 115.00	$ 56,465.00
0530 6005	DRIVEWAYS (ACP)	SY	231	$51.00	$11,781.00	$ 60.00	$ 13,860.00
0560 6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	10	$300.00	$3,000.00	$ 215.00	$ 2,150.00
				PROJECT TOTAL	$642,737.00	TOTAL	$619,119.00

WILLIAMSON COUNTY
1848

December 28, 2021

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

Subject: Recommendation for Garden Park Subdivision Roadway and Drainage Improvements Phase 1 – Bid #22IFB48

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Chasco Constructors) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Chasco Constructors - $619,119.00
2. Patin Construction, LLC - $642,737.00

The Contractor's low base bid is $45,669.00 above the Engineer's Estimate, a cost increase of 7.4%.

In addition to meeting the bid qualifications subject to being low bidder, Chasco Constructors has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $619,119.00 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Chasco Constructors the contract for the Garden Park Subdivision Roadway and Drainage Improvements Phase 1 project.

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

Sincerely,

J. Terron Evertson, P.E.
County Engineer

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ____Chasco Constructors.____ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the _IFB__ Solicitation # __22IFB48_, _ Garden Park Subdivision Roadway and Drainage Improvements Phase 1__; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of _One Hundred Fifty Thousand Nine Hundred dollars_ ($__619,119.00_) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the ___IFB___ Solicitation # __22IFB48__, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from

the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before** TBD; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Five Hundred per day ($500/day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance
(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Chasco Constructors, LTD., LLP., by
Chasco Contracting, GP, LLC., its GP

By: _____

Printed Name: Charles King

Title: Vice President

Date: 01/04/2022

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

Beth Carpenter
Beth.carpenter@chasco.com
2801 E. Old Settlers Blvd, Round Rock
TX 78665
Phone 512-244-0600
Fax 512-244-6085

Commissioners Court - Regular Session **29.**

Meeting Date: 01/11/2022

Landfill Tip Fee Increase

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on proposed landfill tipping fee rate increases.

Background

Per Article III Section 3.2 of the Landfill Agreement, Waste Management may propose a Tip Fee rate increase once per fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Landfill Tipping Fee

Austin Competitive LF Rate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/04/2022 03:14 PM
Form Started By: Vicky Edwards		Started On: 01/04/2022 03:06 PM
Final Approval Date: 01/04/2022		

WASTE MANAGEMENT
9900 Giles Lane
Austin, TX 78754
(512) 272-9387
(512) 272-9370 Fax

December 8, 2021

The Honorable Bill Gravell
Williamson County Judge
Williamson County Courthouse
710 Main Street
Georgetown, Texas 78626

Subject: Williamson County Landfill Price Adjustment

Dear Judge Gravell:

Pursuant to Article III, Section 3.2 of the March 3, 2009 Williamson County Landfill Operation Agreement between Williamson County and Waste Management of Texas, Inc., Waste Management may increase the Tip Fee with advance written notice to the County. The purpose of this letter is to notify the County that based upon current market conditions a $2.90 per ton or 6.6% Tip Fee adjustment will be implemented effective February 1, 2022. The last Tip Fee adjustment was on August 1, 2020.

Current Tip Fee:
$44.00 per ton + TCEQ fee, Williamson County fees, and fuel surcharge, if applicable

New Tip Fee Effective August 1, 2020:
$46.90 per ton + TCEQ fee, Williamson County fees, and fuel surcharge, if applicable

The Tip Fee for all cars and pickups without trailers will remain at a flat rate of $40.00/vehicle plus Fees. A one-ton minimum will be applied to all other vehicles plus applicable fees. The *brush* rate will also increase effective February 1, 2022 from $7.50/cubic yard to $8.00/cubic yard. Further, because of the special fund and host fund fees are derived from the Tip Fee, the combined 6% of these funds will yield $2.81/Ton instead of the $2.64/Ton once the new Tip Fee takes effect.

Please feel free to contact me at 512-272-9387 or 512-748-4235 should you have any questions or comments. As always, Waste Management looks forward to continuing to serve Williamson County.

Sincerely,

James "Bubba" Smith
Area Manager of Disposal Operations
Waste Management of Texas, Inc.

	Austin Competitive Landfill Rates					
Landfill Facility	Cars/Pickups Minimum	Cars/Pickups	Commercial Rates	Commercial Minimum	Comments	Example 5 ton load incl. fees
TDS	$55/Load	$10/CY	$55.00/Ton	$90.00/Load	Rates include All Fees	$275.00
Waste Connections Type IV	$110.00/Load	$36.67/CY	$68.92/Ton	$137.84/Load	Rate Include All Fees	$344.60
WM Austin Community	$175/Load	62.00/ton + fees	$62/ton + fees	$185.00/Load	$62/Ton Base Rate plus Fees 2.0 Ton Minimum plus Fees	$389.00
Williamson County LF (Current)	$40.00/Load	$40/load	$44.00 + fees	$44.00/Load	(1) $44.00/Ton plus (1) TCEQ Fee $0.94/Ton (2) WC User Fee $2.52/Ton and (3) Fuel Surcharge 8.00% (2) Minimum 1-Ton plus Fees	$256.00
Williamson County LF (Proposed)	$40.00/Load	$40/Load	$46.90 + fees	$46.90/Load	(1) $46.90/Ton plus (1) TCEQ Fee $0.94/Ton (2) WC User Fee $2.81/Ton and (3) Fuel Surcharge 8.00% (2) Minimum 1-Ton plus Fees	$273.00

Commissioners Court - Regular Session **30.**

Meeting Date: 01/11/2022

KC Engineering 2965 WA6 CR 305

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 6 in the amount of $114,485.00 to expire on September 1, 2023 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated March 24, 2020 for Schematic Design for CR 305. Funding source: P581.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 2965 WA6 CR 305

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/06/2022 08:37 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 11:02 AM
Form Started By: Vicky Edwards		Started On: 01/05/2022 02:18 PM
Final Approval Date: 01/06/2022		

WORK AUTHORIZATION NO. 6

PROJECT: Schematic Design for CR 305

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 24, 2020** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K.C. Engineering, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$114,485.00.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 1, 2023**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
K.C. Engineering, Inc.	Williamson County, Texas
By:	By: _____
Signature	Signature
Greg Haley, P.E.	_____
Printed Name	Printed Name
President	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Topographic and R.O.W. Surveys, if available
- ROW Documents and Drainage Reports, if available
- Other documentation, if available

Attachment B – Services to be Provided by Engineer

Services to be Provided by Engineer

Project Locations

1. Name of Roadways – CR 305

Task 1: Project Management

Attend Progress Review Meetings with County Road and Bridge Department at 50%, 90%, and Final. Prepare monthly progress reports and invoices. Maintain project schedule, project records, and perform QA/QC.

Task 2: Topographic Surveys and R.O.W. Surveys

To be provided by the County, if available

Task 3: Preliminary Schematic

Prepare preliminary schematic layout of proposed improvements.

Conduct Site Visit and Field Reconnaissance to document existing conditions. Data collection including available as-builts. Develop conceptual geometric layout on scroll plot (1" = 20' H, 1" = 2' V, or other scales, if necessary to adequately convey the project intent) showing roadway horizontal and vertical geometry, existing and proposed typical section. Indicate property ownership based upon Williamson County Appraisal District digital data. Prepare preliminary cross sections (50' interval and driveways). Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr, 50-yr, and 100-yr based upon Atlas 14, and proposed structures. Indicate existing flood hazard areas based upon existing FEMA digital data. Indicate general runoff detention best management practices.

Task 4: Geotechnical Investigations

N/A

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

N/A

Task 7: FEMA Coordination

N/A

Task 8: Final Schematic

Prepare final schematic layout of proposed improvements.

Develop final conceptual geometric layout on scroll plot (1" = 20' H, 1" = 2' V, or other scales, if necessary to adequately convey the project intent) showing roadway horizontal and vertical geometry, existing and proposed typical section. Indicate property ownership based upon Williamson County Appraisal District digital data. Prepare preliminary cross

sections (50’ interval and driveways). Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr, 50-yr, and 100-yr based upon Atlas 14 and proposed structures. Indicate existing flood hazard areas based upon existing FEMA digital data. Indicate general runoff detention best management practices.

Deliverables:

50% Submittal:

- 1 PDF of scroll plot

90% Submittal

- 1 PDF of scroll plot

100% Submittal

- 1 PDF of scroll plot
- 1 paper scroll plot

ATTACHMENT C

WORK SCHEDULE

WORK AUTHORIZATION NO. 6

Task No.	Task Name	Duration	Time	Start	Finish
1	WA #6 - Notice to Proceed	0	Days	2/1/2022	2/1/2022
2	Survey (by others)	0	Days	2/1/2022	2/1/2022
3	Schematic	150	Days	2/1/2022	7/1/2022
4	50% Schematic	5	Days	7/1/2022	7/6/2022
5	QA/QC	5	Days	7/6/2022	7/11/2022
6	Submit 50% Schematic	0	Days	7/11/2022	7/11/2022
7	County Review	5	Days	7/11/2022	7/16/2022
8	90% Schematic	90	Days	7/16/2022	10/14/2022
9	QA/QC	5	Days	10/14/2022	10/19/2022
10	Submit 90% Schematic	0	Days	10/19/2022	10/19/2022
11	County Review	5	Days	10/19/2022	10/24/2022
12	Address 90% comments	10	Days	10/24/2022	11/3/2022
13	Final Schematic	5	Days	11/3/2022	11/8/2022
14	Final Quantities	0	Days	11/8/2022	11/8/2022
15	Final Estimate	0	Days	11/8/2022	11/8/2022
16	Assemble Final Schematic	5	Days	11/8/2022	11/13/2022
17	Submit Final Schematic	0	Days	11/13/2022	11/13/2022
18	County Review	5	Days	11/13/2022	11/18/2022
19	Submit Signed and Sealed Schematic	5	Days	11/18/2022	11/23/2022
20	Bid Advertisement	0	Days	11/23/2022	11/23/2022
21	Letting	0	Days	11/23/2022	11/23/2022
22	Award and Bonds	0	Days	11/23/2022	11/23/2022
23	Construction	0	Days	11/23/2022	11/23/2022
24	Complete Project	0	Days	11/23/2022	11/23/2022

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 6
COUNTY ROAD 305 SCHEMATIC

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1	**PS&E or Schematic Development**										
1.1	**Roadway Design**										
1.1.1	Establish Horizontal Alignment				16	24					$ 7,080.00
1.1.2	Establish Vertical Alignment				16	32					$ 8,400.00
1.1.3	Site Visits				4						$ 780.00
1.1.4	Superelevation Table										$ -
1.1.5	Roadway Cross Sections	1			24	36	40				$ 15,870.00
1.1.6	Earthwork Calculations										$ -
1.1.7	Roadway Plan Profile Sheets	1			8	16	24				$ 7,450.00
1.1.8	Driveway Profiles / Details / Summaries										$ -
1.1.9	Side Road Profiles / Details / Summaries										$ -
1.1.10	Miscellaneous Roadway Details										$ -
1.1.11	Alignment Data				1	5	4				$ 1,520.00
1.1.12	Sequence of Construction										$ -
1.1.13	Intersection Layouts				8	10	12				$ 4,710.00
1.1.14	Project Layout				2	4	8				$ 2,050.00
1.1.15	Title Sheet				1	2	4				$ 1,025.00
1.1.16	Survey Data										$ -
1.1.17	Compile Available Data				4	6	8				$ 2,770.00
1.1.18	Roadway Typical Sectons	1			2	4	8				$ 2,300.00
1.1.19	Index of Sheets										$ -
1.1.20	Summary of Roadway Quantities										$ -
1.1.21	Construction Estimate										$ -
1.1.22	Assemble Applicable Standards										$ -
	Task 2.1 Total	**3**	**0**	**0**	**86**	**139**	**108**	**0**	**0**	**0**	**$ 53,955.00**
1.2	**Hydrology & Hydraulics**										
1.2.1	Drainage Area Mapping				4	12	16				$ 4,760.00
1.2.2	Roadway Hydrology				8	16	24				$ 7,200.00
1.2.3	Roadway Hydraulics				8	16	12				$ 5,700.00
1.2.4	Roadway Culvert Sizing	1			6	12	8				$ 4,400.00
1.2.5	Roadway H&H Summary Sheet & Tables				2	4	8				$ 2,050.00
1.2.6	Driveway Hydrology										$ -
1.2.7	Driveway Hydraulics										$ -
1.2.8	Driveway Culvert Sizing										$ -
1.2.9	Driveway H&H Summary Sheet & Tables										$ -
1.2.10	Culvert Layouts & Culvert Details	1			4	10	12				$ 4,180.00
1.2.11	Miscellaneous Drainage Details										$ -
1.2.12	Summary of Drainage Quantities										$ -
1.2.13	Assemble Applicable Standards										$ -
	Task 2.2 Total	**2**	**0**	**0**	**32**	**70**	**80**	**0**	**0**	**0**	**$ 28,290.00**
1.3	**Signing & Pavement Marking**										
1.3.1	Sign Layouts										$ -
1.3.2	Pavement Marking Layouts										$ -
1.3.3	Pavement Marking Details										$ -
1.3.4	Summary of Pavement Markings										$ -
1.3.5	Small Sign Summary										$ -
1.3.6	Assemble Applicable Standards										$ -
	Task 2.3 Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
1.4	**Traffic Control Plans / SW3P**										
1.4.1	Traffic Control Layouts										$ -
1.4.2	Traffic Control Typical Sections										$ -
1.4.3	Intersection Design	1			8	10	20				$ 5,960.00
1.4.4	Driveway Design										$ -

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 6
COUNTY ROAD 305 SCHEMATIC

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1.4.5	Storm Water Pollution Prevention Plan (SW3P)										$ -
1.4.6	Prepare Env. Permits, Issues & Commitments										$ -
1.4.7	Erosion Control Plan										$ -
1.4.8	Miscellaneous TCP and Erosion Details										$ -
1.4.9	Assemble Applicable Standards										$ -
	Task 2.4 Total	**1**	**0**	**0**	**8**	**10**	**20**	**0**	**0**	**0**	**$ 5,960.00**
1.5	**PS&E Documents**										
1.5.1	Summary of Quantities										$ -
1.5.2	Basis of Estimate										$ -
1.5.3	Construction Cost Estimate										$ -
1.5.4	Construction Duration Estimate										$ -
1.5.5	General Notes & Specifications										$ -
1.5.6	Supporting Contract Documentation										$ -
	Task 2.5 Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
1.6	**Project Management**										
1.6.1	Project Administration	24								10	$ 6,800.00
1.6.2	Maintain Project Records	2			8					18	$ 3,500.00
1.6.3	Periodic Progress Meetings (County)				8						$ 1,560.00
1.6.4	Periodic Meetings/Coordination (Others)				16	24					$ 7,080.00
1.6.5	QA/QC	4			4	8				4	$ 3,420.00
1.6.6	Invoice Preparation	4								8	$ 1,640.00
1.6.7	Progress Reports	4								8	$ 1,640.00
1.6.8	Plans Preparation for Submittal									8	$ 640.00
	Task 2.6 Total	**38**	**0**	**0**	**36**	**32**	**0**	**0**	**0**	**56**	**$ 26,280.00**
	Task 1 - PS&E Total	**44**	**0**		**162**	**251**	**208**	**0**	**0**	**56**	**$ 114,485.00**
2	**Project Bidding**										
2.1	**Project Bidding**										
2.1.1	Prepare Addenda										$ -
2.1.2	Contractor Questions (RFI)										$ -
2.1.3	Attend Pre-Bid Conference										$ -
2.1.4	Tabulate Bids										$ -
2.1.5	Prepare Recommendation Letter										$ -
	Task 2 Project Bidding Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
3	**Construction Support**										
3.1	**Construction Support (If Required)**										
3.1.1	Preconstruction Meeting										$ -
3.1.2	Review Shop Drawings										$ -
3.1.3	General Construction Support										$ -
3.1.4	Prepare Change Orders as Necessary										$ -
	Task 3 Construction Support Total	**0**	**0**	**0**	**0**	**0**	**0**			**0**	**$ -**
	Total Tasks 1, 2, & 3	**44**	**0**		**162**	**251**	**208**	**0**	**0**	**56**	**$ 114,485.00**

Commissioners Court - Regular Session **31.**

Meeting Date: 01/11/2022

HNTB 70391 Road Bond GEC Contract Amend 4

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 4 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant– Construction Management/Inspection Services.

Background

This contract amendment adjusts the rate schedule to align with the change in the Consumer Price Index (CPI) in accordance with the Agreement. The adjustment results

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 70391 Road Bond GEC Contract Amend 4

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/06/2022 11:39 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 12:30 PM
Form Started By: Vicky Edwards		Started On: 01/06/2022 09:13 AM
Final Approval Date: 01/06/2022		

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

HNTB Corporation
Engineers Architects Planners

701 Brazos
Suite 450
Austin, Texas 78701

Telephone (512) 447-5590
Facsimile (512) 447-5329
www.hntb.com

Pamela Navarrette
Assistant Financial Director
Williamson County Auditor
710 S. Main Street, Suite 301
Georgetown, TX 78626

December 17, 2021

Ms. Navarrette,

Per our Agreement, effective December 17, 2021, with Williamson County as the Road Bond Program General Engineering Consultant for Construction Management Services, HNTB respectfully requests to begin use of the new 2021 Rates presented in Exhibit C, attached hereto.

This request for rate adjustment is in accordance with the Agreement whereas the Consumer Price Index (CPI) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100) has substantially moved higher and the product of the variances of the CPIs results in a 7.2% increase from our 2020 Rates. This is further summarized with backup documentation included in Exhibit C.

We will begin applying the 2021 Rates on our next invoice to Williamson County. We sincerely value our long-standing relationship with Williamson County. Should there be any concerns with this request please do not hesitate to contact Christen Eschberger at 512-527-1768.

Best regards,

Scott Haywood

Scott Haywood
Vice President, HNTB Companies

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
(General Engineering Consultant (GEC) – Construction Management/Inspection Services)

THIS CONTRACT AMENDMENT NO. **4** to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **December 17, 2019** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit C of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit C of the Contract are hereby amended as shown in the attached revised Exhibit C.

All other terms of the Contract are unchanged and will remain in full force and effect.

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: DocuSigned by: Daniel J. Kellerman 6DAA031B30F74CA...	By: _____
Signature	Signature
Daniel J. Kellerman, PE	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
1/6/2022	_____
Date	Date

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

HNTB

EXHIBIT C

RATE SCHEDULE

Classification	2020 Billing Rate	2020 Premuim OT Billing Rate	2021 Billing Rate	2021 Premuim OT Billing Rate
Principal	$364		$390	
Sr. Financial Advisor	$344		$369	
Sr. Project Advisor	$329		$353	
Project Advisor	$287		$308	
Sr. Project Manager	$277		$297	
Project Manager	$225		$241	
Deputy Project Manager	$202		$217	
Sr. Engineer	$202		$217	
Project Engineer	$172		$184	
Design Engineer	$136		$146	
EIT	$111		$119	
Sr. CADD Technician	$162		$174	
CADD Technician	$81		$87	
Principal Planner	$251		$269	
Sr. Environmental Specialist	$248		$266	
Environmental Specialist	$200		$214	
Sr. Environmental Planner	$157		$168	
Environmental Planner	$116		$124	
Sr. GIS Analyst	$176		$189	
GIS Analyst	$121		$130	
Sr. Public Involvement Representative	$118		$126	
Public Involvement Representative	$101		$108	
Sr. Urban Planner	$198		$212	
Urban Planner	$113		$121	
Sr. ROW Agent	$190		$204	
ROW Agent	$146		$157	
Sr. Construction Manager	$190		$204	
Construction Manager	$167		$179	
Sr. Construction Representative	$157	$184	$168	$197
Construction Representative III	$137	$160	$147	$172
Construction Representative II	$127	$149	$136	$160
Construction Representative	$91	$107	$98	$115
Sr. Developer	$174		$187	
Developer II	$152		$163	
Developer	$113		$121	
Sr. Business Manager	$200		$214	
Business Manager	$152		$163	
Sr. Project Analyst	$142		$152	
Project Analyst	$97		$104	
Quality Manager	$162		$174	
Sr. Project Controls	$146		$157	
Project Controls	$91		$98	
Sr. Scheduler	$202		$217	
Scheduler	$160		$172	
Administrative Assistant	$77		$83	
Intern	$76		$81	

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

Summary of Changes to CPI

Month	Year	CPI
Nov	2020	250.255
Nov	2021	268.36
Variance		18.105
% Variance (escalation)		**7.2%**

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

NEWS RELEASE
BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR

For Release: Friday, December 10, 2021 **21-2131-ATL**

SOUTHEAST INFORMATION OFFICE: Atlanta, Ga.
Technical information: (404) 893-4222 BLSInfoAtlanta@bls.gov www.bls.gov/regions/southeast
Media contact: (404) 893-4220

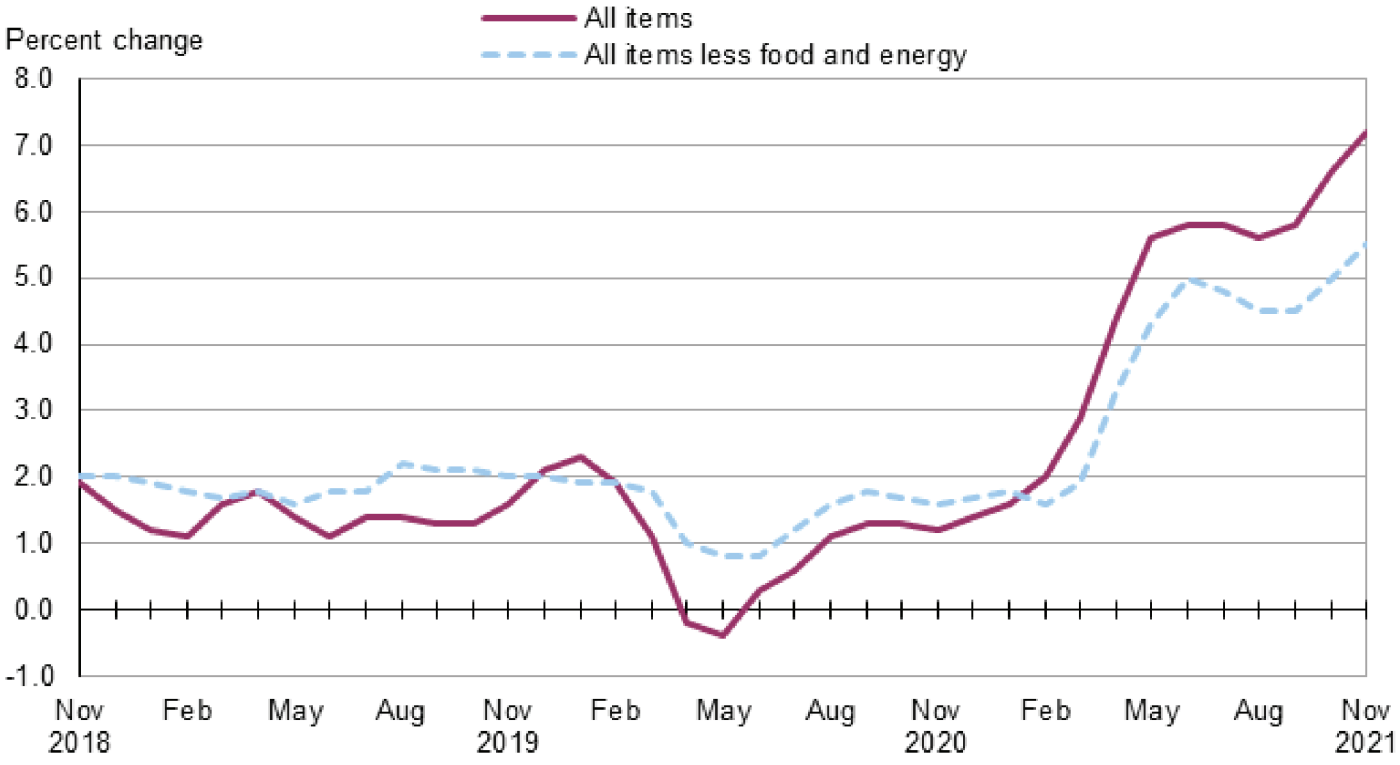
Consumer Price Index, South Region – November 2021

Prices in the South up 0.4 percent over the month and 7.2 percent over the past year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South increased 0.4 percent in November, the U.S. Bureau of Labor Statistics reported today. The index for all items less food and energy also rose 0.4 percent in November. The energy index increased 1.3 percent over the month, while the food index edged up 0.2 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South advanced 7.2 percent for the 12 months ending in November, after increasing 6.6-percent over the 12-month period ending in October. The index for all items less food and energy increased 5.5 percent over the past year, while the energy index rose 33.0 percent. The food index advanced 5.5 percent over the past 12 months. (See chart 1 and table 1.)

Chart 1. Over-the-year percent change in CPI-U, South region, November 2018–November 2021



Source: U.S. Bureau of Labor Statistics.

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

Food

The food index edged up 0.2 percent in November. The food away from home index rose 0.4 over the month, while the food at home index was unchanged in November.

The food index advanced 5.5 percent for the 12 months ending in November, reflecting increases in the food at home (5.9 percent) and food away from home (4.9 percent) indexes.

Energy

The energy index rose 1.3 percent in November, led by a 2.8-percent increase in the gasoline index. The utility (piped) gas service index rose 3.2 percent in November, while the electricity index declined 1.1 percent over the month.

The energy index advanced 33.0 percent for the 12 months ending in November, led by a 63.5-percent jump in the gasoline index. The electricity and the utility (piped) gas service indexes also increased over the year, up 5.9 percent and 21.7 percent, respectively.

All items less food and energy

The index for all items less food and energy rose 0.4 percent in November. The new and used motor vehicles index increased 2.0 percent over the month, reflecting increases in the used cars and trucks (2.4 percent) and new vehicles (1.1 percent) indexes. The shelter index rose 0.4 percent in November, while the recreation index fell 1.2 percent over the month.

The index for all items less food and energy advanced 5.5 percent for the 12 months ending in November, reflecting increases across many indexes. The new and used motor vehicles index advanced 18.9 percent over the past 12 months, led by a 31.2-percent increase in the used cars and trucks index. Shelter (4.3 percent) was also among the indexes to increase over the past year.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. The all items CPI-U advanced 0.5 percent in the West South Central division in November. The all items index also increased in the South Atlantic and East South Central divisions in November, up 0.4 percent each.

Over the year, the all items index advanced 7.8 percent in the East South Central division. The all items index rose 7.4 percent in the West South Central division and 7.0 percent in the South Atlantic division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2017		2018		2019		2020		2021	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.5	2.6	0.5	1.8	0.2	1.2	0.3	2.3	0.5	1.6
February	0.2	2.8	0.6	2.1	0.5	1.1	0.2	1.9	0.5	2.0
March	0.0	2.2	0.2	2.3	0.7	1.6	-0.1	1.1	0.8	2.9
April	0.2	2.0	0.4	2.4	0.5	1.8	-0.8	-0.2	0.7	4.4
May	0.0	1.7	0.3	2.7	-0.1	1.4	-0.2	-0.4	0.8	5.6
June	0.2	1.5	0.2	2.7	-0.1	1.1	0.6	0.3	0.9	5.8
July	-0.2	1.6	0.0	2.9	0.3	1.4	0.6	0.6	0.5	5.8
August	0.4	1.9	-0.1	2.4	-0.1	1.4	0.4	1.1	0.3	5.6
September	0.7	2.4	0.0	1.7	0.0	1.3	0.2	1.3	0.3	5.8
October	-0.2	2.0	0.2	2.1	0.2	1.3	0.1	1.3	1.0	6.6
November	-0.1	2.1	-0.3	1.9	0.0	1.6	-0.1	1.2	0.4	7.2
December	-0.1	1.8	-0.5	1.5	0.0	2.1	0.2	1.4		

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

The Consumer Price Index for December 2021 is scheduled to be released on Wednesday, January 12, 2022, at 8:30 a.m. (ET).

Coronavirus (COVID-19) Impact on November 2021 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended almost entirely since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in November was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed.

While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm.

Technical Note

The Consumer Price Index (CPI) is a measures of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from $100 to $107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **South region** is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted) (not seasonally adjusted)

Item and Group	Indexes			Percent change from-		
	Sep. 2021	Oct. 2021	Nov. 2021	Nov. 2020	Sep. 2021	Oct. 2021
Expenditure category						
All Items	264.593	267.160	268.360	7.2	1.4	0.4
All items (December 1977=100)	429.206	433.371	435.318	-	-	-
Food and beverages	275.426	278.215	278.681	5.3	1.2	0.2
Food	277.392	280.435	280.901	5.5	1.3	0.2
Food at home	259.928	263.147	263.105	5.9	1.2	0.0
Cereal and bakery products	299.473	301.019	302.109	4.2	0.9	0.4
Meats, poultry, fish, and eggs	287.217	292.778	291.974	12.7	1.7	-0.3
Dairy and related products	230.258	231.894	232.282	1.2	0.9	0.2
Fruits and vegetables	300.525	303.516	301.598	4.6	0.4	-0.6
Nonalcoholic beverages and beverage materials	178.345	180.845	178.935	2.9	0.3	-1.1
Other food at home	224.346	227.000	229.087	4.5	2.1	0.9
Food away from home	306.240	309.069	310.275	4.9	1.3	0.4
Alcoholic beverages	247.947	247.308	247.772	2.6	-0.1	0.2
Housing	260.865	262.273	263.137	4.8	0.9	0.3
Shelter	301.178	302.555	303.697	4.3	0.8	0.4
Rent of primary residence	315.596	317.726	319.290	3.8	1.2	0.5
Owners' equiv. rent of residences(1)	302.913	304.596	306.203	4.0	1.1	0.5
Owners' equiv. rent of primary residence(1)	302.914	304.594	306.201	4.0	1.1	0.5
Fuels and utilities	257.695	259.760	259.340	7.1	0.6	-0.2
Household energy	207.580	209.677	208.792	8.5	0.6	-0.4
Energy services	207.470	209.347	208.328	8.0	0.4	-0.5
Electricity	203.458	203.495	201.238	5.9	-1.1	-1.1
Utility (piped) gas service	217.010	230.948	238.236	21.7	9.8	3.2
Household furnishings and operations	132.841	133.946	134.633	6.1	1.3	0.5
Apparel	130.867	131.939	131.720	5.7	0.7	-0.2
Transportation	236.719	242.844	247.393	22.5	4.5	1.9
Private transportation	239.216	245.570	250.302	23.9	4.6	1.9
New and used motor vehicles(2)	120.661	123.658	126.095	18.9	4.5	2.0
New vehicles	165.216	168.782	170.555	11.0	3.2	1.1
New cars and trucks(2)(3)	112.525	114.963	116.172	11.1	3.2	1.1
New cars(3)	163.479	166.689	168.572	10.9	3.1	1.1
Used cars and trucks	191.021	196.602	201.401	31.2	5.4	2.4
Motor fuel	257.740	271.606	279.337	63.4	8.4	2.8
Gasoline (all types)	256.554	270.273	277.881	63.5	8.3	2.8
Unleaded regular(3)	250.549	264.406	271.915	65.6	8.5	2.8
Unleaded midgrade(3)(4)	286.102	299.018	307.364	54.6	7.4	2.8
Unleaded premium(3)	279.344	290.747	298.386	48.5	6.8	2.6
Motor vehicle insurance(5)	955.753	949.398	961.051	6.8	0.6	1.2
Medical care	498.025	502.016	501.880	2.3	0.8	0.0
Medical care commodities	350.555	354.701	354.119	1.7	1.0	-0.2
Medical care services	547.943	551.885	551.899	2.5	0.7	0.0
Professional services	385.645	385.494	385.936	2.9	0.1	0.1
Recreation(2)	127.335	127.743	126.223	3.2	-0.9	-1.2
Education and communication(2)	139.237	139.465	139.463	2.3	0.2	0.0
Tuition, other school fees, and child care(5)	1,394.750	1,396.210	1,398.050	1.7	0.2	0.1
Other goods and services	458.062	460.236	463.349	3.8	1.2	0.7
Commodity and service group						
All Items	264.593	267.160	268.360	7.2	1.4	0.4
Commodities	201.358	204.842	206.450	12.3	2.5	0.8

Note: See footnotes at end of table.

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted) (not seasonally adjusted) - Continued

Item and Group	Indexes			Percent change from-		
	Sep. 2021	Oct. 2021	Nov. 2021	Nov. 2020	Sep. 2021	Oct. 2021
Commodities less food and beverages	166.288	169.872	171.821	16.9	3.3	1.1
Nondurables less food and beverages	210.335	215.048	217.396	18.4	3.4	1.1
Nondurables less food, beverages, and apparel	258.584	265.387	269.182	22.3	4.1	1.4
Durables	123.073	125.623	127.132	15.4	3.3	1.2
Services	328.011	329.548	330.289	4.1	0.7	0.2
Rent of shelter(1)	309.671	311.102	312.305	4.3	0.9	0.4
Transportation services	361.680	363.333	368.356	4.6	1.8	1.4
Other services	367.252	368.016	366.303	2.6	-0.3	-0.5
Special aggregate indexes						
All items less medical care	251.803	254.288	255.548	7.7	1.5	0.5
All items less food	262.353	264.845	266.156	7.5	1.4	0.5
All items less shelter	251.441	254.474	255.701	8.6	1.7	0.5
Commodities less food	168.830	172.324	174.243	16.3	3.2	1.1
Nondurables	241.087	244.875	246.322	10.9	2.2	0.6
Nondurables less food	212.156	216.542	218.772	17.2	3.1	1.0
Nondurables less food and apparel	256.324	262.423	265.900	20.3	3.7	1.3
Services less rent of shelter(1)	361.405	363.124	363.312	3.8	0.5	0.1
Services less medical care services	308.250	309.588	310.379	4.3	0.7	0.3
Energy	226.245	233.774	236.921	33.0	4.7	1.3
All items less energy	269.969	272.056	273.069	5.5	1.1	0.4
All items less food and energy	269.122	271.048	272.156	5.5	1.1	0.4
Commodities less food and energy commodities	158.434	160.701	161.937	9.9	2.2	0.8
Energy commodities	262.050	276.172	284.012	62.7	8.4	2.8
Services less energy services	340.795	342.299	343.221	3.8	0.7	0.3

Footnotes
(1) Indexes on a December 1982=100 base.
(2) Indexes on a December 1997=100 base.
(3) Special index based on a substantially smaller sample.
(4) Indexes on a December 1993=100 base.
(5) Indexes on a December 1977=100 base.
- Data not available.
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Commissioners Court - Regular Session **32.**

Meeting Date: 01/11/2022

HNTB 77139 R&B GEC Contract Amend 5

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 5 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated December 17, 2019 for General Engineering Consultant – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

Background

This contract amendment adjusts the rate schedule to align with the change in the Consumer Price Index (CPI) in accordance with the Agreement. The adjustment results in a 7.2% increase in the labor rates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 77139 R&B GEC Contract Amend 5

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/06/2022 11:39 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 12:30 PM
Form Started By: Vicky Edwards		Started On: 01/06/2022 09:16 AM
Final Approval Date: 01/06/2022		

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

HNTB Corporation
Engineers Architects Planners

701 Brazos
Suite 450
Austin, Texas 78701

Telephone (512) 447-5590
Facsimile (512) 447-5329
www.hntb.com

Pamela Navarrette
Assistant Financial Director
Williamson County Auditor
710 S. Main Street, Suite 301
Georgetown, TX 78626

December 17, 2021

Ms. Navarrette,

Per our Agreement, effective December 17, 2021, with Williamson County as the Road and Bridge Department Projects General Engineering Consultant for Construction Management Services, HNTB respectfully requests to begin use of the new 2021 Rates presented in Exhibit C, attached hereto.

This request for rate adjustment is in accordance with the Agreement whereas the Consumer Price Index (CPI) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100) has substantially moved higher and the product of the variances of the CPIs results in a 7.2% increase from our 2020 Rates. This is further summarized with backup documentation included in Exhibit C.

We will begin applying the 2021 Rates on our next invoice to Williamson County. We sincerely value our long-standing relationship with Williamson County. Should there be any concerns with this request please do not hesitate to contact Christen Eschberger at 512-527-1768.

Best regards,

Scott Haywood

Scott Haywood
Vice President, HNTB Companies

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

CONTRACT AMENDMENT NO. _5__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
(General Engineering Consultant (GEC) – Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects)

THIS CONTRACT AMENDMENT NO. **_5_** to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **_HNTB Corporation** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **_December 17, 2019** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit C of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit C of the Contract are hereby amended as shown in the attached revised Exhibit C.

All other terms of the Contract are unchanged and will remain in full force and effect.

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: DocuSigned by: Daniel J. Kellerman 6DAA031B30F74CA...	By: _____
Signature	Signature
Daniel J. Kellerman, PE	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
1/6/2022	_____
Date	Date

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

HNTB

EXHIBIT C

RATE SCHEDULE

Classification	2020 Billing Rate	2020 Premuim OT Billing Rate	2021 Billing Rate	2021 Premuim OT Billing Rate
Principal	$364		$390	
Sr. Financial Advisor	$344		$369	
Sr. Project Advisor	$329		$353	
Project Advisor	$287		$308	
Sr. Project Manager	$277		$297	
Project Manager	$225		$241	
Deputy Project Manager	$202		$217	
Sr. Engineer	$202		$217	
Project Engineer	$172		$184	
Design Engineer	$136		$146	
EIT	$111		$119	
Sr. CADD Technician	$162		$174	
CADD Technician	$81		$87	
Principal Planner	$251		$269	
Sr. Environmental Specialist	$248		$266	
Environmental Specialist	$200		$214	
Sr. Environmental Planner	$157		$168	
Environmental Planner	$116		$124	
Sr. GIS Analyst	$176		$189	
GIS Analyst	$121		$130	
Sr. Public Involvement Representative	$118		$126	
Public Involvement Representative	$101		$108	
Sr. Urban Planner	$198		$212	
Urban Planner	$113		$121	
Sr. ROW Agent	$190		$204	
ROW Agent	$146		$157	
Sr. Construction Manager	$190		$204	
Construction Manager	$167		$179	
Sr. Construction Representative	$157	$184	$168	$197
Construction Representative III	$137	$160	$147	$172
Construction Representative II	$127	$149	$136	$160
Construction Representative	$91	$107	$98	$115
Sr. Developer	$174		$187	
Developer II	$152		$163	
Developer	$113		$121	
Sr. Business Manager	$200		$214	
Business Manager	$152		$163	
Sr. Project Analyst	$142		$152	
Project Analyst	$97		$104	
Quality Manager	$162		$174	
Sr. Project Controls	$146		$157	
Project Controls	$91		$98	
Sr. Scheduler	$202		$217	
Scheduler	$160		$172	
Administrative Assistant	$77		$83	
Intern	$76		$81	

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

Summary of Changes to CPI

Month	Year	CPI
Nov	2020	250.255
Nov	2021	268.36
Variance		18.105
% Variance (escalation)		**7.2%**

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

NEWS RELEASE
BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR

For Release: Friday, December 10, 2021 **21-2131-ATL**

SOUTHEAST INFORMATION OFFICE: Atlanta, Ga.
Technical information: (404) 893-4222 BLSInfoAtlanta@bls.gov www.bls.gov/regions/southeast
Media contact: (404) 893-4220

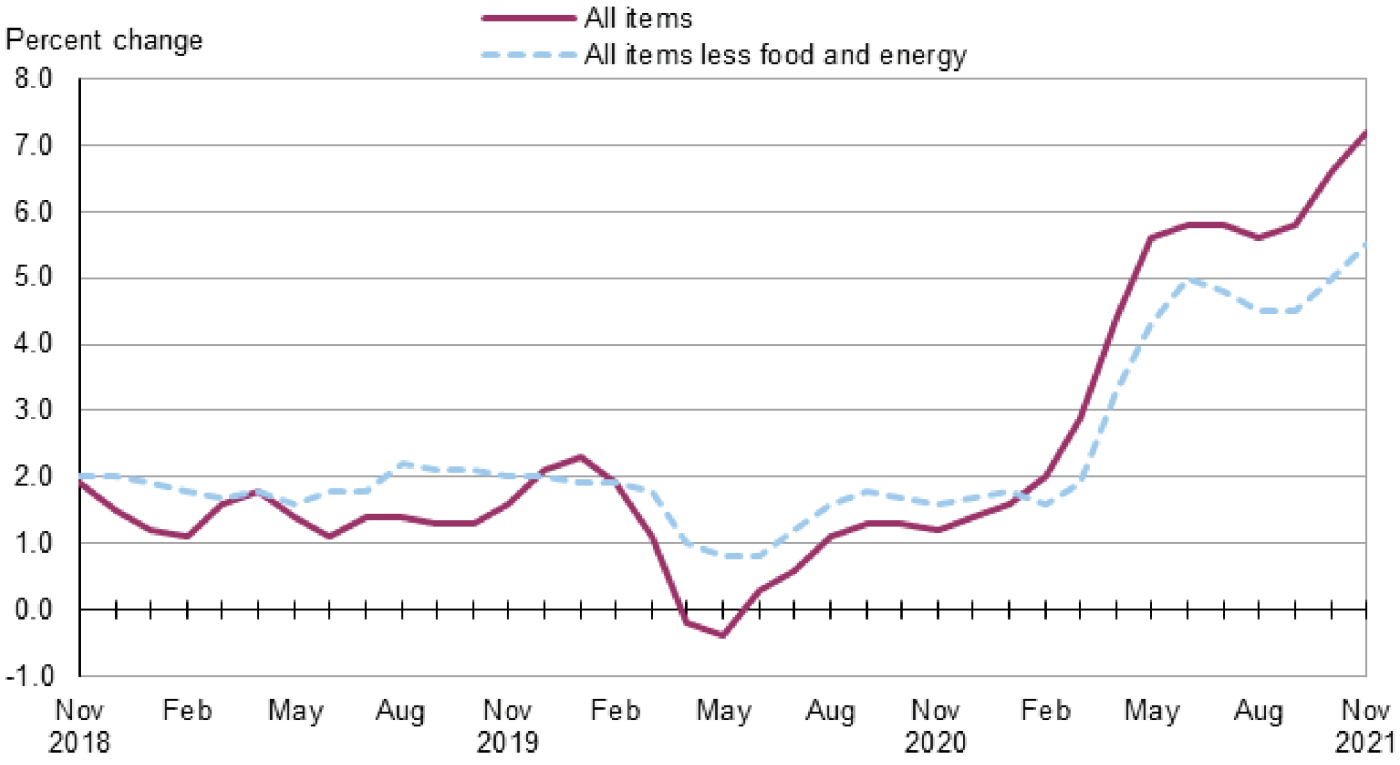
Consumer Price Index, South Region – November 2021

Prices in the South up 0.4 percent over the month and 7.2 percent over the past year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South increased 0.4 percent in November, the U.S. Bureau of Labor Statistics reported today. The index for all items less food and energy also rose 0.4 percent in November. The energy index increased 1.3 percent over the month, while the food index edged up 0.2 percent. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes reflect the impact of seasonal influences.)

The all items CPI-U for the South advanced 7.2 percent for the 12 months ending in November, after increasing 6.6-percent over the 12-month period ending in October. The index for all items less food and energy increased 5.5 percent over the past year, while the energy index rose 33.0 percent. The food index advanced 5.5 percent over the past 12 months. (See chart 1 and table 1.)

Chart 1. Over-the-year percent change in CPI-U, South region, November 2018–November 2021



Source: U.S. Bureau of Labor Statistics.

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

Food

The food index edged up 0.2 percent in November. The food away from home index rose 0.4 over the month, while the food at home index was unchanged in November.

The food index advanced 5.5 percent for the 12 months ending in November, reflecting increases in the food at home (5.9 percent) and food away from home (4.9 percent) indexes.

Energy

The energy index rose 1.3 percent in November, led by a 2.8-percent increase in the gasoline index. The utility (piped) gas service index rose 3.2 percent in November, while the electricity index declined 1.1 percent over the month.

The energy index advanced 33.0 percent for the 12 months ending in November, led by a 63.5-percent jump in the gasoline index. The electricity and the utility (piped) gas service indexes also increased over the year, up 5.9 percent and 21.7 percent, respectively.

All items less food and energy

The index for all items less food and energy rose 0.4 percent in November. The new and used motor vehicles index increased 2.0 percent over the month, reflecting increases in the used cars and trucks (2.4 percent) and new vehicles (1.1 percent) indexes. The shelter index rose 0.4 percent in November, while the recreation index fell 1.2 percent over the month.

The index for all items less food and energy advanced 5.5 percent for the 12 months ending in November, reflecting increases across many indexes. The new and used motor vehicles index advanced 18.9 percent over the past 12 months, led by a 31.2-percent increase in the used cars and trucks index. Shelter (4.3 percent) was also among the indexes to increase over the past year.

Geographic divisions

Additional price indexes are now available for the three divisions of the South. The all items CPI-U advanced 0.5 percent in the West South Central division in November. The all items index also increased in the South Atlantic and East South Central divisions in November, up 0.4 percent each.

Over the year, the all items index advanced 7.8 percent in the East South Central division. The all items index rose 7.4 percent in the West South Central division and 7.0 percent in the South Atlantic division.

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2017		2018		2019		2020		2021	
	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month	1-month	12-month
January	0.5	2.6	0.5	1.8	0.2	1.2	0.3	2.3	0.5	1.6
February	0.2	2.8	0.6	2.1	0.5	1.1	0.2	1.9	0.5	2.0
March	0.0	2.2	0.2	2.3	0.7	1.6	-0.1	1.1	0.8	2.9
April	0.2	2.0	0.4	2.4	0.5	1.8	-0.8	-0.2	0.7	4.4
May	0.0	1.7	0.3	2.7	-0.1	1.4	-0.2	-0.4	0.8	5.6
June	0.2	1.5	0.2	2.7	-0.1	1.1	0.6	0.3	0.9	5.8
July	-0.2	1.6	0.0	2.9	0.3	1.4	0.6	0.6	0.5	5.8
August	0.4	1.9	-0.1	2.4	-0.1	1.4	0.4	1.1	0.3	5.6
September	0.7	2.4	0.0	1.7	0.0	1.3	0.2	1.3	0.3	5.8
October	-0.2	2.0	0.2	2.1	0.2	1.3	0.1	1.3	1.0	6.6
November	-0.1	2.1	-0.3	1.9	0.0	1.6	-0.1	1.2	0.4	7.2
December	-0.1	1.8	-0.5	1.5	0.0	2.1	0.2	1.4		

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

The Consumer Price Index for December 2021 is scheduled to be released on Wednesday, January 12, 2022, at 8:30 a.m. (ET).

Coronavirus (COVID-19) Impact on November 2021 Consumer Price Index Data

Data collection by personal visit for the Consumer Price Index (CPI) program has been suspended almost entirely since March 16, 2020. When possible, data normally collected by personal visit were collected either online or by phone. Additionally, data collection in November was affected by the temporary closing or limited operations of certain types of establishments. These factors resulted in an increase in the number of prices considered temporarily unavailable and imputed.

While the CPI program attempted to collect as much data as possible, many indexes are based on smaller amounts of collected prices than usual, and a small number of indexes that are normally published were not published this month. Additional information is available at www.bls.gov/covid19/effects-of-covid-19-pandemic-on-consumer-price-index.htm.

Technical Note

The Consumer Price Index (CPI) is a measures of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from $100 to $107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **South region** is comprised of Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted) (not seasonally adjusted)

Item and Group	Indexes			Percent change from-		
	Sep. 2021	Oct. 2021	Nov. 2021	Nov. 2020	Sep. 2021	Oct. 2021
Expenditure category						
All Items	264.593	267.160	268.360	7.2	1.4	0.4
All items (December 1977=100)	429.206	433.371	435.318	-	-	-
Food and beverages	275.426	278.215	278.681	5.3	1.2	0.2
Food	277.392	280.435	280.901	5.5	1.3	0.2
Food at home	259.928	263.147	263.105	5.9	1.2	0.0
Cereal and bakery products	299.473	301.019	302.109	4.2	0.9	0.4
Meats, poultry, fish, and eggs	287.217	292.778	291.974	12.7	1.7	-0.3
Dairy and related products	230.258	231.894	232.282	1.2	0.9	0.2
Fruits and vegetables	300.525	303.516	301.598	4.6	0.4	-0.6
Nonalcoholic beverages and beverage materials	178.345	180.845	178.935	2.9	0.3	-1.1
Other food at home	224.346	227.000	229.087	4.5	2.1	0.9
Food away from home	306.240	309.069	310.275	4.9	1.3	0.4
Alcoholic beverages	247.947	247.308	247.772	2.6	-0.1	0.2
Housing	260.865	262.273	263.137	4.8	0.9	0.3
Shelter	301.178	302.555	303.697	4.3	0.8	0.4
Rent of primary residence	315.596	317.726	319.290	3.8	1.2	0.5
Owners' equiv. rent of residences(1)	302.913	304.596	306.203	4.0	1.1	0.5
Owners' equiv. rent of primary residence(1)	302.914	304.594	306.201	4.0	1.1	0.5
Fuels and utilities	257.695	259.760	259.340	7.1	0.6	-0.2
Household energy	207.580	209.677	208.792	8.5	0.6	-0.4
Energy services	207.470	209.347	208.328	8.0	0.4	-0.5
Electricity	203.458	203.495	201.238	5.9	-1.1	-1.1
Utility (piped) gas service	217.010	230.948	238.236	21.7	9.8	3.2
Household furnishings and operations	132.841	133.946	134.633	6.1	1.3	0.5
Apparel	130.867	131.939	131.720	5.7	0.7	-0.2
Transportation	236.719	242.844	247.393	22.5	4.5	1.9
Private transportation	239.216	245.570	250.302	23.9	4.6	1.9
New and used motor vehicles(2)	120.661	123.658	126.095	18.9	4.5	2.0
New vehicles	165.216	168.782	170.555	11.0	3.2	1.1
New cars and trucks(2)(3)	112.525	114.963	116.172	11.1	3.2	1.1
New cars(3)	163.479	166.689	168.572	10.9	3.1	1.1
Used cars and trucks	191.021	196.602	201.401	31.2	5.4	2.4
Motor fuel	257.740	271.606	279.337	63.4	8.4	2.8
Gasoline (all types)	256.554	270.273	277.881	63.5	8.3	2.8
Unleaded regular(3)	250.549	264.406	271.915	65.6	8.5	2.8
Unleaded midgrade(3)(4)	286.102	299.018	307.364	54.6	7.4	2.8
Unleaded premium(3)	279.344	290.747	298.386	48.5	6.8	2.6
Motor vehicle insurance(5)	955.753	949.398	961.051	6.8	0.6	1.2
Medical care	498.025	502.016	501.880	2.3	0.8	0.0
Medical care commodities	350.555	354.701	354.119	1.7	1.0	-0.2
Medical care services	547.943	551.885	551.899	2.5	0.7	0.0
Professional services	385.645	385.494	385.936	2.9	0.1	0.1
Recreation(2)	127.335	127.743	126.223	3.2	-0.9	-1.2
Education and communication(2)	139.237	139.465	139.463	2.3	0.2	0.0
Tuition, other school fees, and child care(5)	1,394.750	1,396.210	1,398.050	1.7	0.2	0.1
Other goods and services	458.062	460.236	463.349	3.8	1.2	0.7
Commodity and service group						
All Items	264.593	267.160	268.360	7.2	1.4	0.4
Commodities	201.358	204.842	206.450	12.3	2.5	0.8

Note: See footnotes at end of table.

DocuSign Envelope ID: BFE5915F-5439-4986-B2AA-A39E19E2DF5C

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods South (1982-84=100 unless otherwise noted) (not seasonally adjusted) - Continued

Item and Group	Indexes			Percent change from-		
	Sep. 2021	Oct. 2021	Nov. 2021	Nov. 2020	Sep. 2021	Oct. 2021
Commodities less food and beverages	166.288	169.872	171.821	16.9	3.3	1.1
Nondurables less food and beverages	210.335	215.048	217.396	18.4	3.4	1.1
Nondurables less food, beverages, and apparel	258.584	265.387	269.182	22.3	4.1	1.4
Durables	123.073	125.623	127.132	15.4	3.3	1.2
Services	328.011	329.548	330.289	4.1	0.7	0.2
Rent of shelter(1)	309.671	311.102	312.305	4.3	0.9	0.4
Transportation services	361.680	363.333	368.356	4.6	1.8	1.4
Other services	367.252	368.016	366.303	2.6	-0.3	-0.5
Special aggregate indexes						
All items less medical care	251.803	254.288	255.548	7.7	1.5	0.5
All items less food	262.353	264.845	266.156	7.5	1.4	0.5
All items less shelter	251.441	254.474	255.701	8.6	1.7	0.5
Commodities less food	168.830	172.324	174.243	16.3	3.2	1.1
Nondurables	241.087	244.875	246.322	10.9	2.2	0.6
Nondurables less food	212.156	216.542	218.772	17.2	3.1	1.0
Nondurables less food and apparel	256.324	262.423	265.900	20.3	3.7	1.3
Services less rent of shelter(1)	361.405	363.124	363.312	3.8	0.5	0.1
Services less medical care services	308.250	309.588	310.379	4.3	0.7	0.3
Energy	226.245	233.774	236.921	33.0	4.7	1.3
All items less energy	269.969	272.056	273.069	5.5	1.1	0.4
All items less food and energy	269.122	271.048	272.156	5.5	1.1	0.4
Commodities less food and energy commodities	158.434	160.701	161.937	9.9	2.2	0.8
Energy commodities	262.050	276.172	284.012	62.7	8.4	2.8
Services less energy services	340.795	342.299	343.221	3.8	0.7	0.3

Footnotes
(1) Indexes on a December 1982=100 base.
(2) Indexes on a December 1997=100 base.
(3) Special index based on a substantially smaller sample.
(4) Indexes on a December 1993=100 base.
(5) Indexes on a December 1977=100 base.
- Data not available.
Regions defined as the four Census regions. South includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.

Commissioners Court - Regular Session **33.**

Meeting Date: 01/11/2022

Replat of Lot 23A Big Valley 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 ratifying and approving the replat of Lot 23A Big Valley subdivision – Precinct 3.

Background

This subdivision consists of 2 lots and no new roads. The purpose of this replat is to create an additional lot, Lot 23C, out of the existing Lot 23A of the Big Valley subdivision. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this replat in order to meet the review timelines set forth in House Bill 3167.

Timeline

2021-10-29 – initial submittal of replat application
2021-11-17 – 1st review complete with comments
2021-12-03 – 2nd submittal of replat
2021-12-04 – 2nd review complete with comments
2021-12-15 – 3rd submittal of replat
2021-12-20 – 3rd review complete with comments clear
2021-12-20 – replat received with signatures
2022-01-04 – County Engineer approval letter sent
2022-01-06 – replat placed on the January 11, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

replat - Lot 23A Big Valley

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 11:26 AM
Form Started By: Adam Boatright		Started On: 01/06/2022 08:04 AM
Final Approval Date: 01/06/2022		

REPLAT OF LOT 23A OF THE REPLAT OF LOT 23 BIG VALLEY SUBDIVISION & LOT 24A, REPLAT OF LOT 24 BIG VALLEY SUBDIVISION

WILLIAMSON COUNTY, TEXAS

OWNER: RICHARD F. GEIGER AND PAMELA J. GEIGER
ACREAGE: 17.55 ACRES
SURVEY: JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478
NUMBER OF BLOCKS: 1
NUMBER OF LOTS: 2

PLAT PREPARERS SURVEYOR:
ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD, AUSTIN, TEXAS 78729
PHONE # 512-249-8149 TBPLES FIRM NO. 10135000
REF# A0516119

DATE PREPARED: JULY 23, 2019
FEMA F.I.R.M. MAP NO.: 48491C 0275 E - 09/26/2008

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 68°43'18" W	50.00'
L2	N 60°15'14" E	43.10'
L3	S 56°37'06" W	49.90'
L4	S 87°23'43" W	23.10'

CURVE TABLE				
CURVE	RADIUS	ARC	BEARING	CHORD
C1	65.00'	119.75'	N 58°06'08" W	103.52'
C2	65.00'	68.43'	N 80°43'19" W	65.31'
C3	65.00'	51.32'	N 27°56'35" W	50.00'

LEGEND

- 1/2" ROD FOUND
- 1/2" ROD W/CAP SET "ALLSTAR 5729"
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- PUE PUBLIC UTILITY ESMT
- BL BUILDING LINE
- SEPTIC TANK
- PROPOSED WATER METER
- UTILITY POLE
- DOWN GUY
- OH OVERHEAD UTILITY LINE(S)

N
NW NE
W SCALE 1" = 100' E
SW SE
S

100 0 100 200 300
GRAPHIC SCALE

BEARING BASIS:
BEARINGS ARE BASED TO THE TEXAS COORDINATE SYSTEM CENTRAL TEXAS ZONE (4203) NAD83 HARN HORIZONTAL CONTROL

LISA S. PETERSON & JASON L. PETERSON (DOC# 2018001013) LOT 8, 10.00 ACRES BIG VALLEY SUBDIVISION (CABINET E, SLIDE 337)

LARRY A. LACEY & JOY N. LACEY (DOC# 2002043664) LOT 7, 10.00 ACRES BIG VALLEY SUBDIVISION (CABINET E, SLIDE 337)

LARRY A. LACEY & JOY N. LACEY (DOC# 2005027202) LOT 6D, 10.00 ACRES BIG VALLEY SUBDIVISION (CABINET E, SLIDE 337)

LARRY A. LACEY & JOY N. LACEY (VOL. 2511, PG. 517) LOT 6C, 14.65 ACRES BIG VALLEY SUBDIVISION (CABINET E, SLIDE 337)

FORTINO GUTIERREZ (DOC# 2003073585) LOT 22, 11.00 ACRES BIG VALLEY SUBDIVISION (CABINET E, SLIDE 337)

DONALD L. GRASKI (DOC# 2005061116) RESUB OF LOT 6-A & 6-B BIG VALLEY SUBDIVISION LOTS 1 & 2, 10.00 ACRES (CABINET E, SLIDE 337)

DOUGLAS D. CAYWOOD (DOC# 2019008177) LOT 23B, 1.91 ACRES REPLAT OF LOT 23 BIG VALLEY SUBDIVISION & LOT 24A, REPLAT OF LOT 24 BIG VALLEY SUBDIVISION (DOC# 2019005401)

CHAD KNUDSEN (DOC# 2004007355) BIG VALLEY SUBDIVISION LOT 5 RESUB LOT 5C, 2.38 ACRES (CABINET T, SLIDE 224)

CHAD KNUDSEN (DOC# 2004007355) BIG VALLEY SUBDIVISION LOT 5 RESUB LOT 5D, 1.0 ACRES (CABINET T, SLIDE 224)

LEONARD H. PATON & ADANA P. PATON LOT 4A, 5.00 ACRES RESUBDIVISION OF LOT 4 OF BIG VALLEY SUBDIVISION (DOC# 1996053330)

KEANE ROBERTS (DOC# 2018051516) LOT 24B, 2.00 ACRES REPLAT OF LOT 24, BIG VALLEY SUBDIVISION (DOC# 2015052659)

LEONARD H. PATON & ADANA P. PATON LOT 25, 11.00 ACRES BIG VALLEY SUBDIVISION (VOL. 2713, PG. 229)

DWAINE HAGEMAN & BONNIE HAGEMAN (DOC# 2013107090) LOT 21, 11.00 ACRES BIG VALLEY SUBDIVISION (CABINET E, SLIDE 337)

LOT 23C 1.85 ACRES

LOT 23A 15.70 ACRES

N 68°48'25" E 1132.41'
751.12'
381.29'
N 68°48'25" E 297.57'
S 24°33'19" E 83.48'
S 56°33'38" W 308.57'
N 09°31'03" W 430.08'
S 05°24'01" E 320.86'
N 36°16'28" W 443.62'
N 87°13'51" W 421.07'
S 78°07'09" W 157.27'
N 02°10'38" E 114.06'
S 77°47'28" W 405.48'
S 01°59'35" E 926.37'
265.70'
660.67'
(S 71°00'00" W 968.59')
S 68°43'18" W 334.57'

25' OSSF SETBACK
DRAIN FIELD
BURIED SEPTIC LID
WOOD BUILDING
METAL BUILDING
75' OSSF BUFFER
75' OSSF SETBACK
EDGE OF 100 YEAR FLOOD PLAIN "ZONE X"
100 YEAR FLOOD PLAIN "ZONE A"
ORIGINAL LOT LINE
25' BL
10' PUE
WEST VALLEY SPUR (50' R.O.W.)

METES AND BOUNDS:

BEING 17.55 ACRES OF LAND, BEING ALL OF LOT 23A, REPLAT OF LOT 23 BIG VALLEY SUBDIVISION & LOT 24A, REPLAT OF LOT 24 BIG VALLEY SUBDIVISION, RECORDED IN DOCUMENT NUMBER 2019005401, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 17.55 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2" iron rod found for the southeast corner of said Lot 23A, and for the southeast corner hereof;

THENCE with the south line of said Lot 23A, for a portion of the south line hereof, South 77°47'28" West, a distance of 405.48 feet to a 1/2" iron rod found for the southeast corner of Lot 24B, Replat of Lot 24 Big Valley Subdivision, recorded in Document Number 2015052659, Official Public Records, said county, and for an angle corner in the south line hereof;

THENCE with the common line of said Lot 24B and said Lot 23A, for a portion of the south line hereof, the following three (3) courses:

1. North 02°10'38" East, a distance of 114.06 feet to a 1/2" iron rod found for an angle corner hereof;
2. South 78°07'09" West, a distance of 157.27 feet to a 1/2" iron rod found for an angle corner hereof;
3. North 87°13'51" West, a distance of 421.07 feet to a 1/2" iron rod found in the east/north right-of-way line of West Valley Spur (50 foot right-of-way), being in a curve to the left having a radius of 65.00 feet, for the northwest corner of said lot 24B, for an angle corner of said Lot 23A, and for an angle corner in the south line hereof;

THENCE with said right-of-way line and the south line of said Lot 23A, for the remaining portion of the south line hereof, with said curve turning to the left, with an arc length of 119.75 feet, with a radius of 65.00 feet, a chord bearing of North 58°06'08" West, a chord length of 103.52 feet to a 1/2" iron rod found at the end of said curve for an angle corner in the south line of Lot 23B, of said Replat of Lot 23 Big Valley Subdivision & Lot 24A, Replat of Lot 24 Big Valley Subdivision, for the west corner of said Lot 23A, and for the southwest corner hereof;

THENCE with the common line of said Lot 23B and said Lot 23A, for the west line hereof, the following two (2) courses:

1. North 60°15'14" East, a distance of 43.10 feet to a 1/2" iron rod with cap stamped "ALLSTAR 5729" found for the southeast corner of said Lot 23B, for an angle corner of said Lot 23A, and for an angle corner hereof;
2. North 09°31'03" West, a distance of 430.08 feet to a 1/2" iron rod with cap stamped "ALLSTAR 5729" found in the south line of Lot 6C, Big Valley Subdivision, recorded in Cabinet E, Slide 337, Plat Records, said county, for the northeast corner of said Lot 23B, for the northwest corner of said Lot 23A, and for the northwest corner hereof;

THENCE with a portion of the south line of said Lot 6C, the south lines Lot 6D and Lot 7, and a portion of the south line of Lot 8 of said Big Valley Subdivision, same being the north line of said Lot 23A, for the north line hereof, North 68°48'25" East, a distance of 1132.41 feet to a 1/2" iron rod found for the northwest corner of Lot 22, of said Big Valley Subdivision, for the northeast corner of said Lot 23A, and for the northeast corner hereof;

THENCE with the west line of said Lot 22, a portion of the west line of Lot 21 of said Big Valley Subdivision, same being the east line of said Lot 23A, for the east line hereof, South 01°59'35" East, a distance of 926.37 feet to the POINT OF BEGINNING, containing an area of 764,496 square feet or 17.55 acres.

VICINITY MAP
NOT TO SCALE
FARRIS RANCH RD
CR 255
CR 289
SITE
WEST VALLEY SPUR
BIG VALLEY SPUR
S VALLEY DR

REVISION DATE: 06/28/2021

REPLAT OF LOT 23A OF THE REPLAT OF LOT 23 BIG VALLEY SUBDIVISION & LOT 24A, REPLAT OF LOT 24 BIG VALLEY SUBDIVISION

WILLIAMSON COUNTY, TEXAS

NOTES:

1. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF GEORGETOWN, WASTEWATER: OSSF, AND ELECTRIC: PEC.

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

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

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 DATUM.

6. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

7. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY, OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS 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 BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE CITY AND/OR COUNTY.

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. THIS REPLAT IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SET FORTH IN THE ORIGINAL PLAT OF BIG VALLEY SUBDIVISION, AS RECORDED IN CABINET E, SLIDE 337, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND IN THE REPLAT OF LOT 23 BIG VALLEY SUBDIVISION & LOT 24A, REPLAT OF LOT 24, BIG VALLEY SUBDIVISION, RECORDED IN DOCUMENT NUMBER 2019005401, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

14. 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.

15. 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.

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

17. 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.

18. 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.

19. THIS PLAT CONTAINS EXISTING DRIVEWAYS AND CULVERT PIPES FOR DRAINAGE.

20. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.

21. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

22. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.

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

I, RICHARD F. GEIGER, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NOS. 2001053406 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

"REPLAT OF LOT 23A OF THE REPLAT OF LOT 23 BIG VALLEY SUBDIVISION & LOT 24A, REPLAT OF LOT 24 BIG VALLEY SUBDIVISION".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20___.

_____
RICHARD F. GEIGER DATE
135 WEST VALLEY SPUR
GEORGETOWN, TX 78628

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD F. GEIGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

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

I, PAMELA J. GEIGER, CO-OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NOS. 2001053406 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

"REPLAT OF LOT 23A OF THE REPLAT OF LOT 23 BIG VALLEY SUBDIVISION & LOT 24A, REPLAT OF LOT 24 BIG VALLEY SUBDIVISION".

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

Pamela J. Geiger 12-20-2021
PAMELA J. GEIGER DATE
135 WEST VALLEY SPUR
GEORGETOWN, TX 78628

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED PAMELA J. GEIGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF December 2021

Jaysie Ashby
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: March 28, 2022

JAY-SIE ASHBY
My Notary ID # 131508867
Expires March 28, 2022

A PORTION OF LOT 23A IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA, ONE (1) PERCENT CHANCE (ZONE A) FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE 9-26-2008 FOR WILLIAMSON COUNTY, TEXAS.

NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE (FLOODPLAIN DEVELOPMENT PERMIT) FOR LOT 23C AND LOT 23D FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, EDWARD C. RUMSEY, 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 ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY MONUMENTATION ARE IN PLACE AS INDICATED HEREON

_____
EDWARD C. RUMSEY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5729
DATE 12-17-21

STATE OF TEXAS
REGISTERED
EDWARD RUMSEY
5729
PROFESSIONAL
LAND SURVEYOR

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 OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

_____ 1/5/22
J. TERRON EVERTSON, PE, DR, CFM DATE
COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 20th DAY OF December, 2021 A.D.

TeresaBaker Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, DAN A. GATTIS, 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

I, NANCY RISTER, CLERK OF COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FORGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATIONS OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____,20___, A.D., AT ____ O'CLOCK ___.M. AND DULY RECORDED ON THIS THE DAY OF _____, 20___, A.D., AT ___ O'CLOCK ___.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NUMBER_____.

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

_____
NANCY RISTER, CLERK, COUNTY COURT

Commissioners Court - Regular Session **34.**

Meeting Date: 01/11/2022

Replat of Lot 55 Bear Creek Ranch Unit 4 subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat of Lot 55, Bear Creek Ranch, Unit 4 subdivision – Precinct 2.

Background

This subdivision consists of 2 lots and no new roads. The purpose of this replat is to subdivide Lot 55 of the Big Valley Unit 4 subdivision into 2 lots.

Timeline

2021-10-29 – initial submittal of replat application
2021-11-16 – 1st review complete with comments
2021-12-08 – 2nd submittal of replat
2021-12-22 – 2nd review complete with comments
2021-12-22 – 3rd submittal of replat
2022-01-03 – 3rd review complete with comments clear
2022-01-05 – replat received with signatures
2022-01-06 – replat placed on January 11, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

replat - Lot 55 Bear Creek Ranch Unit 4

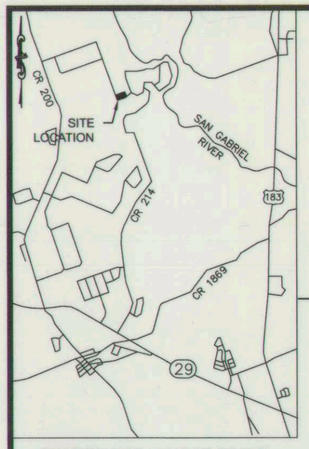
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 11:24 AM
Form Started By: Adam Boatright		Started On: 01/06/2022 08:23 AM
Final Approval Date: 01/06/2022		

REPLAT OF LOT 55 - BEAR CREEK RANCH UNIT 4

BEING 4.864 ACRES AND CONSISTING OF 2 LOTS, BEING OUT OF THE JAMES LEONARD SURVEY, ABSTRACT NO. 383, RECORDED IN CABINET B, SLIDE 182 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

SCALE: 1"= 40'



LOCATION MAP (NOT TO SCALE)

LOT 57 BEAR CREEK RANCH UNIT-4

LOT 54 BEAR CREEK RANCH UNIT-4

S69°21'19"W 28.30'

N69°21'19"E 429.45'

S69°21'19"W 665.11'

S69°21'19"W 235.65'

10' UTILITY EASEMENT

60.00' ROADWAY EASEMENT PER PLAT FILED: APRIL 12, 1971 VOLUME:B, PAGE 182 OPRWC

EXISTING WATER WELL

100.00' SANITARY SETBACK EASEMENT

LOT 56 BEAR CREEK RANCH UNIT-4

617 BLESSING RANCH ROAD (60' R.O.W.)

N20°33'56"W 329.04'

EDGE OF ASPHALT

LOT 55-A
3.160 ACRES
(137,638 SQ.FT.)

LOT 55
JOHNIE L. WADE AND DELORES F. WADE
TO
DANIEL FREDERICK SCOTT AND ROSALIE VIRGINIA SCOTT
FILED: DECEMBER 6, 2004
DOCUMENT No. 2004093896 OPRWC

S16°41'25"E 329.82'

LOT 55-B
1.704 ACRES
(74,206 SQ.FT.)

S20°59'26"E 270.58'

LOT 148A
AMENDED PLAT OF SAN GABRIEL RIVER RANCH:
LOTS 145-150
DOC. No. 2011072241 OPRWC

25' BUILDING SETBACK

POINT OF BEGINNING

S59°38'34"W 170.12'

S21°24'37"E 29.77'

60.2'

60.00' ROADWAY EASEMENT PER PLAT FILED: APRIL 12, 1971 VOLUME:B, PAGE 182 OPRWC

EDGE OF ASPHALT

S69°21'19"W 407.16'

N69°21'19"E 499.91'

N69°21'19"E 92.75'

0.1709 ACRE
DANIEL FREDERICK SCOTT AND ROSALIE VIRGINIA SCOTT
TO
WILLIAMSON COUNTY
FILED: APRIL 14, 2009
DOC. No. 2009025334 OPRWC

0.0659 ACRE
EASTBURN PROPERTIES, LTD
TO
WILLIAMSON COUNTY
FILED: MAY 6, 2011
DOC. No. 2011029283 OPRWC

HIDDEN BEAR ROAD (60' R.O.W.)

LOT C-4 BEAR CREEK RANCH UNIT-4

LOT C-5 BEAR CREEK RANCH UNIT-4

LOT C-6 BEAR CREEK RANCH UNIT-4

LOT C-7 BEAR CREEK RANCH UNIT-4

LOT C-8 BEAR CREEK RANCH UNIT-4

LEGEND

- ● 1/2 INCH IRON ROD FOUND (UNLESS NOTED)
- △ CALCULATED CORNER
- ○ 5/8 INCH IRON ROD WITH CAP STAMPED "KONTUR TECH" SET
- ✱ COTTON SPINDLE FOUND
- SUBDIVISION BOUNDARY
- CHAIN LINK FENCE
- WOOD FENCE
- WROUGHT IRON FENCE
- OVERHEAD ELECTRIC

ABBREVIATIONS

DRWC	=	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
ORWC	=	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
OPRWC	=	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
PRWC	=	PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
P.U.E.	=	PUBLIC UTILITY EASEMENT
ROW	=	RIGHT-OF-WAY
SQ. FT.	=	SQUARE FEET

OWNER: DANIEL FREDERICK SCOTT
617 BLESSING RANCH ROAD
LIBERTY HILL, TEXAS 78642

ACREAGE: 4.864 ACRES (211,844 SQ. FT.)

NUMBER OF LOTS: 2

SURVEY: JAMES LEONARD SURVEY, A-383

SUBMITTAL DATE: DECEMBER 23, 2021

SURVEYOR: COREY JOSEPH HALL, RPLS
KONTUR TECHNICAL, LLC.
TEXAS SURVEY FIRM 10194591

26 WOODLAND LANE
ROUND ROCK, TEXAS 78664
(512) 360-0012

REPLAT OF LOT 55 - BEAR CREEK RANCH UNIT 4

BEING 4.864 ACRES AND CONSISTING OF 2 LOTS, BEING OUT OF THE JAMES LEONARD SURVEY, ABSTRACT NO. 383, RECORDED IN CABINET B, SLIDE 182 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD 83(2012B), CENTRAL ZONE, UTILIZING THE LEICA SMARTNET REFERENCE NETWORK.
2. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER
3. UTILITY PROVIDERS - WATER: ; ELECTRICITY: PEG.WATER SERVICE IS PROVIDED BY: AQUA AMERICA. WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY.
4. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
5. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OFWAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF BEAR CREEK RANCH UNIT 4, AS RECORDED IN CABINET B, SLIDE 182 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
7. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
8. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
9. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
10. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
11. NO LOT IN THIS RESUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0235F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS
12. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
13. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT
14. A 10-FT UTILITY EASEMENT IS RESERVED ALONG ALL TRACT LINES.
15. ALL DRIVEWAYS ARE EXISTING FOR BOTH LOTS AND NO NEW DRIVEWAYS ARE PROPOSED.
16. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
17. 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.
18. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

OWNER'S SIGNATURE BLOCK:

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS;**
COUNTY OF WILLIAMSON §

I, Daniel Frederick Scott, sole owner of the certain Lot 55, Bear Creek Ranch Unit 4 shown hereon and conveyed in a deed recorded in Document No. 2004093896 of the Official Public Records of Williamson County, Texas, and do hereby resubdivide, said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens This subdivision is to be known as REPLAT OF LOT 55 - BEAR CREEK RANCH UNIT 4.

TO CERTIFY WHICH, WITNESS by my hand this 5 day of January, 2022.

Daniel Frederick Scott (owner)
617 Blessing Ranch Road
Liberty Hill, Texas 78642

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Daniel Frederick Scott known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of the office of this the 5 day of January, 2021.

NOTARY PUBLIC in and for the State of Texas

MARCAYA JACKSON
Notary Public, State of Texas
Comm. Expires 06-03-2024
Notary ID 132504468

SURVEYOR'S CERTIFICATION:

That I, Corey Joseph Hall, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines of roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the subdivision regulations of Williamson County.

This tract is not located within the Edward Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS my hand and seal at Round Rock, Williamson County, Texas, this 23rd day of December, 2021.

Corey Joseph Hall
Registered Professional Land Surveyor
No. 6362 State of Texas

STATE OF TEXAS
REGISTERED
COREY JOSEPH HALL
6362
PROFESSIONAL
LAND SURVEYOR

12/23/2021

FIELDNOTES

BEING A 4.864 ACRE (211,844 SQUARE FEET) TRACT OF LAND OUT OF THE JAMES LEONARD SURVEY, ABSTRACT NO. 383, LOCATED IN WILLIAMSON COUNTY, TEXAS, SAID 4.864 ACRE TRACT BEING LOT 55 OF BEAR CREEK RANCH UNIT 4 CONVEYED FROM JOHNIE L. WADE AND DELORES F. WADE TO DANIEL FREDERICK SCOTT AND ROSALIE VIRGINIA SCOTT, FILED DECEMBER 6, 2004 AND RECORDED IN DOCUMENT NO. 2004093896 OF THE OFFICIAL PULBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC); SAID 4.864 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a 1/2 inch iron rod found for the Southeast corner of the herein described tract, being the Southeast corner of said Lot 55, the Northeast corner of a 0.1709 acre tract of land conveyed from Daniel Frederick Scott and Rosalie Virginia Scott to Williamson County, filed April 14, 2009 as recorded in Document No. 2009025334 OPRWC, and the Southwest corner of Lot 148A of the Amended Plat of San Gabriel River Ranch: Lots 145-1501, recorded in Document No. 2011072241 OPRWC;

THENCE, South 59°38'34" West, with the South line of the said Lot 55 and the North line of the said 0.1709 acre tract, a distance of 170.12 feet to a 5/8 inch diameter iron rod with a blue plastic cap stamped "KONTUR TECH" set for the Northwest corner of the said 0.1709 acre tract;

THENCE, South 21°24'37" East, with the South line of the said Lot 55 and the West line of the said 0.1709 acre tract, a distance of 29.77 feet, to a cotton spindle found in asphalt in the centerline of Hidden Bear Road right-of-way (60' wide), also being the Southwest corner of the said 0.1709 acre tract;

THENCE, South 69°21'19" West, with the South line of the said Lot 55 and the centerline of said Hidden Bear Road right-of-way, a distance of 499.91 feet to a calculated corner at the intersection said Hidden Bear Road right-of-way and Blessing Ranch Road right-of-way (60' wide), also being the Southwest corner of the said Lot 55 and the Southwest corner of the herein described tract;

THENCE, North 20°33'56" West, with the West line of the said Lot 55 and the centerline of said Blessing Ranch Road right-of-way, a distance of 329.04 feet to a calculated corner for Northwest corner of the herein described tract, also being the Northwest corner of the said Lot 55, and the Southwest corner of Lot 54 of Bear Creek Ranch Unit 4, from which a 1/2 inch iron rod found bears South 69°21'19" West, a distance of 28.30 feet;

THENCE, North 69°21'19" East, with the common line of the said Lot 55 and the said Lot 54, a distance of 665.11 feet to a 1/2 inch diameter iron found for the Northeast corner of the herein described tract, also being the Northeast corner of the said Lot 55, the Southeast corner of the said Lot 54, and the West line of the said Lot 148A;

THENCE, South 20°59'26" East, with the East line of the said Lot 55 and the West line of the said Lot 148A, a distance of 270.58 feet to the **POINT OF BEGINNING,** containing within these metes and bounds 4.864 acres (211,844 square feet) of land, more or less.

ON-SITE SEWAGE FACILITY APPROVAL:

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

J. Terron Evertson PE, DR, CFM
Williamson County Engineer

1/5/22
Date

911 ADDRESSING APPROVAL:

Road name and address assignments verified this the 5 day of January, 2022 A.D.

Williamson County Addressing Coordinator
Cindy Bridges

WILLIAMSON COUNTY COMMISSIONERS' COURT:

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS;**
COUNTY OF WILLIAMSON §

I, Bill Gravell, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, that the subdivision having been fully presented to the Commissioners' Court of Williamson County, Texas, and by the said court duly considered on this day approved and plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

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

By:_____ Date:_____

WILLIAMSON COUNTY CLERK:

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS;**
COUNTY OF WILLIAMSON §

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 20___ A.D., at _____ o'clock, __ .M., and duly recorded this the day of _____ 20___A.D., at _____o'clock,__.M., in the Official Public Records of said County in Instrument No._____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court
of Williamson County, Texas

By:_____, Deputy

Commissioners Court - Regular Session **35.**

Meeting Date: 01/11/2022

Final plat for the Santa Rita Ranch Phase 4 Section 3 subdivision – Pct 2

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 4 Section 3 subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 4 development. It consists of 40 single family lots, 2 drainage/open space lots and 1,741 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $459,162.75 has been posted with the County to cover the cost of the remaining construction.

Timeline

2021-11-01 – initial submittal of the final plat
2021-11-02 – receipt of a financial security for the remaining construction
2021-12-01 – 1st review complete with comments
2021-12-17 – 2nd submittal of final plat
2021-12-30 – 2nd review complete with comments clear
2022-01-03 – final plat with signatures received
2022-01-06 – final plat placed on the January 11, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

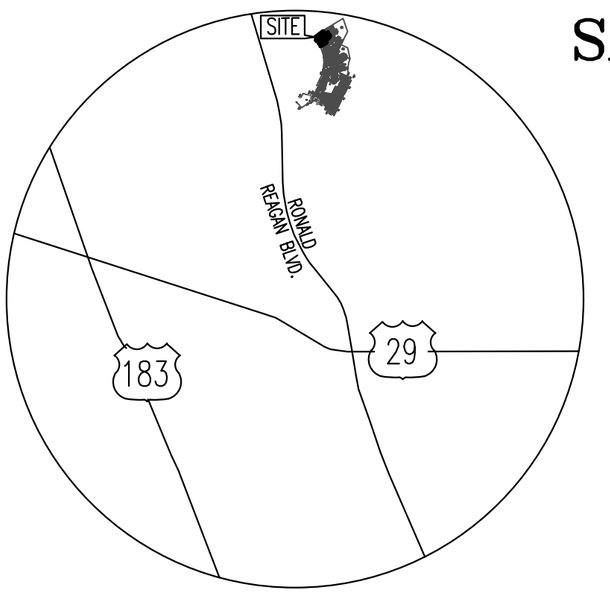
Attachments

final plat - Santa Rita Ranch Ph 4 Sec 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 11:24 AM
Form Started By: Adam Boatright		Started On: 01/06/2022 08:23 AM
Final Approval Date: 01/06/2022		

SANTA RITA RANCH PHASE 4, SECTION 3
FINAL PLAT

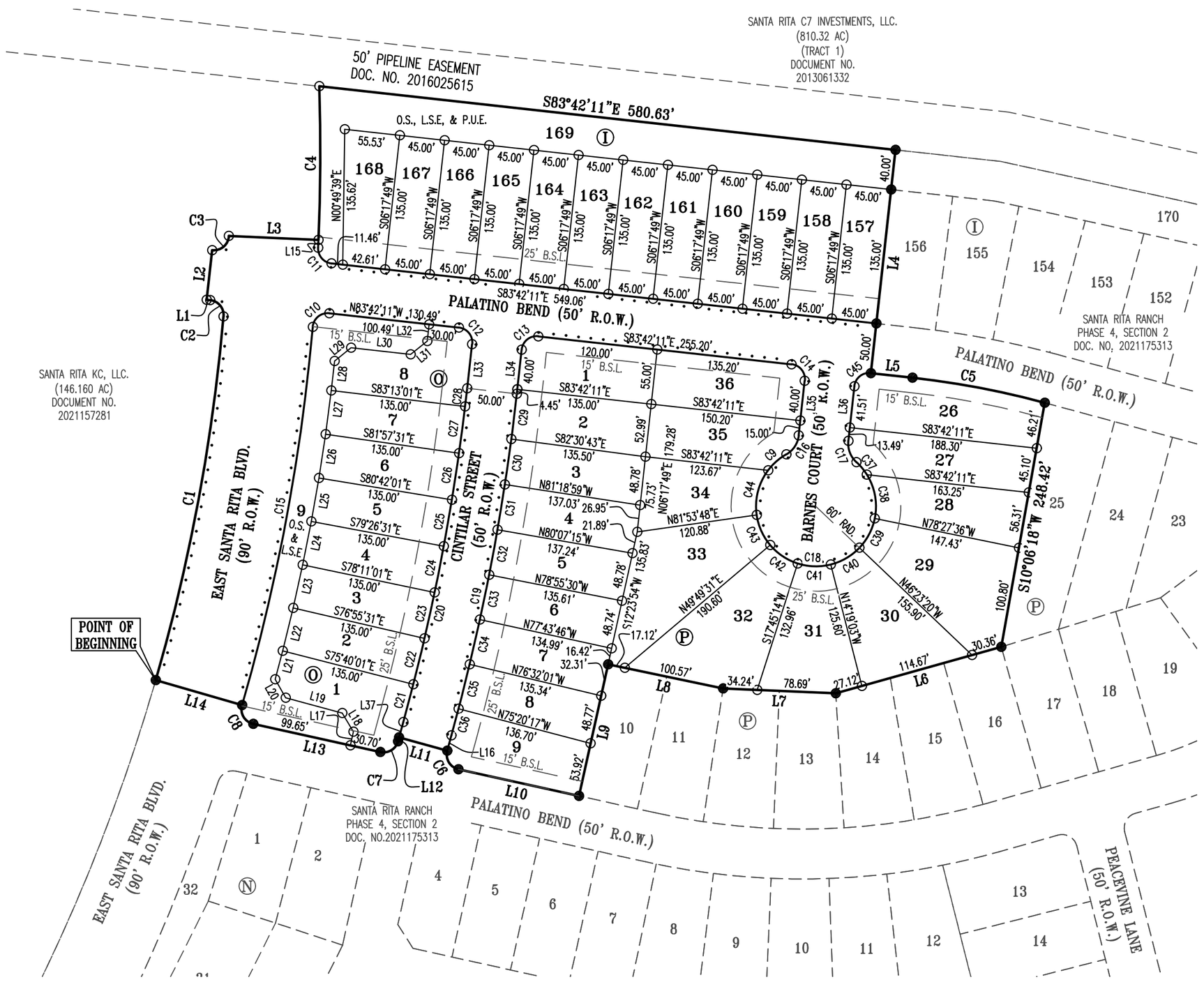


SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



LEGEND

- ● 1/2" IRON ROD FOUND
- ○ 1/2" CAPPED IRON ROD SET
- P.U.E. PUBLIC UTILITY EASEMENT
- L.S.E LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- B.S.L. BUILDING SETBACK LINE
- • • • SIDEWALK

TOTAL ACREAGE: 10.094 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5

DATE: DECEMBER 16, 2021

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK DRIVE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK DRIVE, STE. 100
LIBERTY HILL, TX 78642

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

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

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
BARNES COURT	164'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CINTILARM STREET	445'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
EAST SANTA RITA BLVD	463'	90' R.O.W.	44' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
PALATINO BEND	669'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	1,741'					

TOTAL OF LOTS	42
SINGLE FAMILY LOTS:	40
O.S., P.U.E. & L.S.E LOTS:	1
O.S., & L.S.E LOTS:	1

SHEET NO. 1 OF 3

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

J:\AC3D\5257\Survey\5257 – SANTA RITA RANCH, PH. 4, SEC.3 PLAT

SANTA RITA RANCH PHASE 4, SECTION 3
FINAL PLAT

FIELD NOTES

BEING A 10.094 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 195.138 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, IN DOCUMENT NUMBER 2021003517, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 10.094 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE WESTERN TERMINUS OF EAST SANTA RITA BOULEVARD (90' R.O.W.), BEING AT THE A NORTHWESTERN CORNER OF SANTA RITA RANCH, PHASE 4, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021175313, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING IN A WESTERN LINE OF SAID 195.138 ACRE TRACT OF LAND, ALSO BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS A CALLED 810.32 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC. IN DOCUMENT NUMBER 2013061332, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A WESTERN AND NORTHERN LINES OF SAID 195.138 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1900.00 FEET, AN ARC LENGTH OF 371.13 FEET, AND A CHORD THAT BEARS N10°32'30"E, A DISTANCE OF 370.54 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.21 FEET, AND A CHORD THAT BEARS N39°22'43"W, A DISTANCE OF 20.96 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) N83°42'11"W, A DISTANCE OF 3.59 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) N06°17'49"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
5) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.55 FEET, AND A CHORD THAT BEARS N49°24'15"E, A DISTANCE OF 21.90 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
6) S87°29'18"E, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
7) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1990.00 FEET, AN ARC LENGTH OF 153.95 FEET, AND A CHORD THAT BEARS N00°17'43"E, A DISTANCE OF 153.91 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND
8) S83°42'11"E, A DISTANCE OF 580.63 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 170, BLOCK I, SAID SANTA RITA RANCH, PHASE 4, SECTION 2, BEING IN A NORTHERN LINE OF SAID 195.138 ACRE TRACT OF LAND, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 195.138 ACRE TRACT, AND WITH A WESTERN LINE OF SAID SANTA RITA RANCH, PHASE 4, SECTION 2, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

1) S06°17'49"W, A DISTANCE OF 225.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTH TERMINUS OF PALATINO BEND (50' R.O.W.),
2) S83°42'11"E, A DISTANCE OF 41.90 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 875.00 FEET, AN ARC LENGTH OF 135.00 FEET, AND A CHORD THAT BEARS S79°16'59"E, A DISTANCE OF 134.87 FEET TO A 1/2 INCH IRON ROD FOUND AT FOR THE EASTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
4) S10°06'18"W, A DISTANCE OF 248.42 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
5) S74°21'19"W, A DISTANCE OF 172.15 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
6) N87°31'59"W, A DISTANCE OF 112.93 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
7) N78°09'57"W, A DISTANCE OF 117.69 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
8) S12°28'32"W, A DISTANCE OF 135.00 FEET TO A 1/2 INCH IRON ROD FOUND IN A NORTHERN LINE OF SAID PALATINO BEND, FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, CONTINUING OVER AND ACROSS SAID 195.138 ACRE TRACT, WITH A NORTHERN LINE OF SAID SANTA RITA RANCH, PHASE 4, SECTION 2, AND A NORTHERN LINE OF SAID PALATINO BEND, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

1) N77°31'22"W, A DISTANCE OF 123.64 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.32 FEET, AND A CHORD THAT BEARS N31°04'21"W, A DISTANCE OF 21.74 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
3) N74°37'19"W, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
4) S15°22'41"W, A DISTANCE OF 4.05 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
5) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.80 FEET, AND A CHORD THAT BEARS S58°55'39"W, A DISTANCE OF 20.67 FEET TO A 1/2 INCH IRON ROD FOUND,
6) N77°31'22"W, A DISTANCE OF 130.34 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
7) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.52 FEET, AND A CHORD THAT BEARS N30°41'33"W, A DISTANCE OF 21.88 FEET TO A 1/2 INCH IRON ROD FOUND, BEING AT THE EASTERN TERMINUS OF SAID EAST SANTA RITA BOULEVARD, AND
8) N73°51'45"W, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.094 ACRES OF LAND.

GENERAL:

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

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS EXCEPT LOT 169, BLOCK I AND LOT 9, BLOCK O WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., DATED NOVEMBER 4, 2020.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

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

ROADWAY AND RIGHT-OF-WAY:

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

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	371.13	1900.00	N10°32'30"E	370.54	186.16	11°11'30"
C2	23.21	15.00	N39°22'43"W	20.96	14.65	88°38'56"
C3	24.55	15.00	N49°24'15"E	21.90	16.03	93°47'07"
C4	153.95	1990.00	N00°17'43"E	153.91	77.01	4°25'57"
C5	135.00	875.00	S79°16'59"E	134.87	67.64	8°50'24"
C6	24.32	15.00	N31°04'21"W	21.74	15.78	92°54'02"
C7	22.80	15.00	S58°55'39"W	20.67	14.26	87°05'58"
C8	24.52	15.00	N30°41'33"W	21.88	15.99	93°39'37"
C9	24.23	60.00	N48°41'42"E	24.07	12.28	23°08'25"
C10	23.89	15.00	S50°39'42"W	21.45	15.34	91°16'13"
C11	22.63	15.00	S40°28'56"E	20.54	14.10	86°26'29"
C12	23.56	15.00	N38°42'11"W	21.21	15.00	90°00'00"
C13	23.56	15.00	S51°17'49"W	21.21	15.00	90°00'00"
C14	23.56	15.00	N38°42'11"W	21.21	15.00	90°00'00"
C15	385.90	1990.00	N10°34'56"E	385.30	193.56	11°06'39"
C16	23.55	25.00	N33°16'51"E	22.69	12.73	53°58'05"
C17	23.55	25.00	S20°41'14"E	22.69	12.73	53°58'05"
C18	301.53	60.00	S83°42'11"E	70.59	43.64	287°56'10"
C19	348.69	2200.00	N10°50'15"E	348.32	174.71	9°04'52"
C20	340.76	2150.00	N10°50'15"E	340.41	170.74	9°04'52"
C21	39.21	2150.00	N14°51'20"E	39.20	19.60	1°02'41"
C22	47.22	2150.00	N13°42'14"E	47.22	23.61	1°15'30"
C23	47.22	2150.00	N12°26'44"E	47.22	23.61	1°15'30"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C24	47.22	2150.00	N11°11'14"E	47.22	23.61	1°15'30"
C25	47.22	2150.00	N09°55'44"E	47.22	23.61	1°15'30"
C26	47.22	2150.00	N08°40'14"E	47.22	23.61	1°15'30"
C27	47.22	2150.00	N07°24'44"E	47.22	23.61	1°15'30"
C28	18.24	2150.00	N06°32'24"E	18.24	9.12	0°29'10"
C29	45.73	2200.00	S06°53'33"W	45.73	22.87	1°11'28"
C30	45.91	2200.00	S08°05'09"W	45.91	22.96	1°11'44"
C31	45.91	2200.00	S09°16'53"W	45.91	22.96	1°11'44"
C32	45.91	2200.00	S10°28'38"W	45.91	22.96	1°11'44"
C33	45.91	2200.00	S11°40'22"W	45.91	22.96	1°11'44"
C34	45.91	2200.00	S12°52'07"W	45.91	22.96	1°11'44"
C35	45.91	2200.00	S14°03'51"W	45.91	22.96	1°11'44"
C36	27.49	2200.00	S15°01'12"W	27.49	13.75	0°42'57"
C37	16.35	60.00	S39°51'55"E	16.30	8.23	15°36'44"
C38	45.66	60.00	S10°15'35"E	44.56	24.00	43°35'56"
C39	33.59	60.00	S27°34'32"W	33.15	17.25	32°04'17"
C40	33.59	60.00	S59°38'49"W	33.15	17.25	32°04'17"
C41	33.59	60.00	N88°16'54"W	33.15	17.25	32°04'17"
C42	33.59	60.00	N56°12'38"W	33.15	17.25	32°04'17"
C43	33.59	60.00	N24°08'21"W	33.15	17.25	32°04'17"
C44	47.36	60.00	N14°30'38"E	46.14	24.99	45°13'41"
C45	23.56	15.00	S51°17'49"W	21.21	15.00	90°00'00"

Line Table		
Line #	Length	Direction
L1	3.59	N83°42'11"W
L2	50.00	N06°17'49"E
L3	90.00	S87°29'18"E
L4	225.00	S06°17'49"W
L5	41.90	S83°42'11"E
L6	172.15	S74°21'19"W
L7	112.93	N87°31'59"W
L8	117.69	N78°09'57"W
L9	135.00	S12°28'32"W
L10	123.64	N77°31'22"W
L11	50.00	N74°37'19"W
L12	4.05	S15°22'41"W
L13	130.34	N77°31'22"W
L14	90.00	N73°51'45"W
L15	7.88	N02°37'30"E
L16	15.93	S15°22'41"W
L17	14.06	N12°28'38"E
L18	21.72	S31°08'48"E
L19	58.65	S74°46'14"E

Line Table		
Line #	Length	Direction
L20	21.18	S29°41'35"E
L21	29.47	S14°45'08"W
L22	44.25	S13°42'14"W
L23	44.25	S12°26'44"W
L24	44.25	S11°11'14"W
L25	44.25	S09°55'44"W
L26	44.25	S08°40'14"W
L27	44.25	S07°24'44"W
L28	29.74	S06°21'37"W
L29	21.26	S51°25'03"W
L30	60.00	S83°42'11"E
L31	21.21	S51°17'49"W
L32	16.83	N06°17'49"E
L33	44.45	N06°17'49"E
L34	44.45	N06°17'49"E
L35	55.00	N06°17'49"E
L36	55.00	N06°17'49"E
L37	19.98	S15°22'41"W

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

J:\AC3D\5257\Survey\5257 - SANTA RITA RANCH, PH. 4, SEC.3 PLAT

SANTA RITA RANCH PHASE 4, SECTION 3
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER THAT CERTAIN CALLED 195.138 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2021003517, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE, 10.094 ACRE SAID TRACTS AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 4, SECTION 3 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 14 DAY OF December, 20 21.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

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

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

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF DECEMBER, 20 21 A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

CONSENT OF MORTGAGEE

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

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: FIRST VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15th DAY OF December, A.D., 2021.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Jamie B. Burkett

MY COMMISSION EXPIRES 5-26-2025

JAMIE B. BURKETT
Notary Public, State of Texas
Commission Expires 05-26-2025
Notary ID 10868787

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

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

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

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

ENGINEERING BY: _____ 12/10/2021
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

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

STATE OF TEXAS:

COUNTY OF TRAVIS:

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

SURVEYED BY: _____ 15DEC2021
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

CITY OF LIBERTY HILL APPROVAL

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

_____ 12-20-2021
JOHN BYRUM, DIRECTOR OF PLANNING DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 14th DAY OF December, 2021 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Teresa Baker

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ , 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE_____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 3 OF 3

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

Commissioners Court - Regular Session **36.**

Meeting Date: 01/11/2022

Final plat for the Eastwood Section 4 subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the final plat for the Eastwood Section 4 subdivision – Precinct 4.

Background

This is the next section of the Eastwood development. It consists of 106 single family lots and 2,995 feet of new public roads. Roadway and drainage construction has been completed. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this final plat in order to meet the review timelines set forth in House Bill 3167.

Timeline

2021-06-17 – initial submittal of the final plat
2021-07-16 – 1st review complete with comments
2021-09-03 – 2nd submittal of final plat
2021-09-15 – 2nd review complete with comments
2021-12-15 – 3rd submittal of final plat
2021-12-22 – 3rd submittal updated with final plat with signatures
2021-12-30 – 3rd review complete with comments clear
2022-01-06 – County Engineer approval letter sent
2022-01-06 – final plat placed on the January 11, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

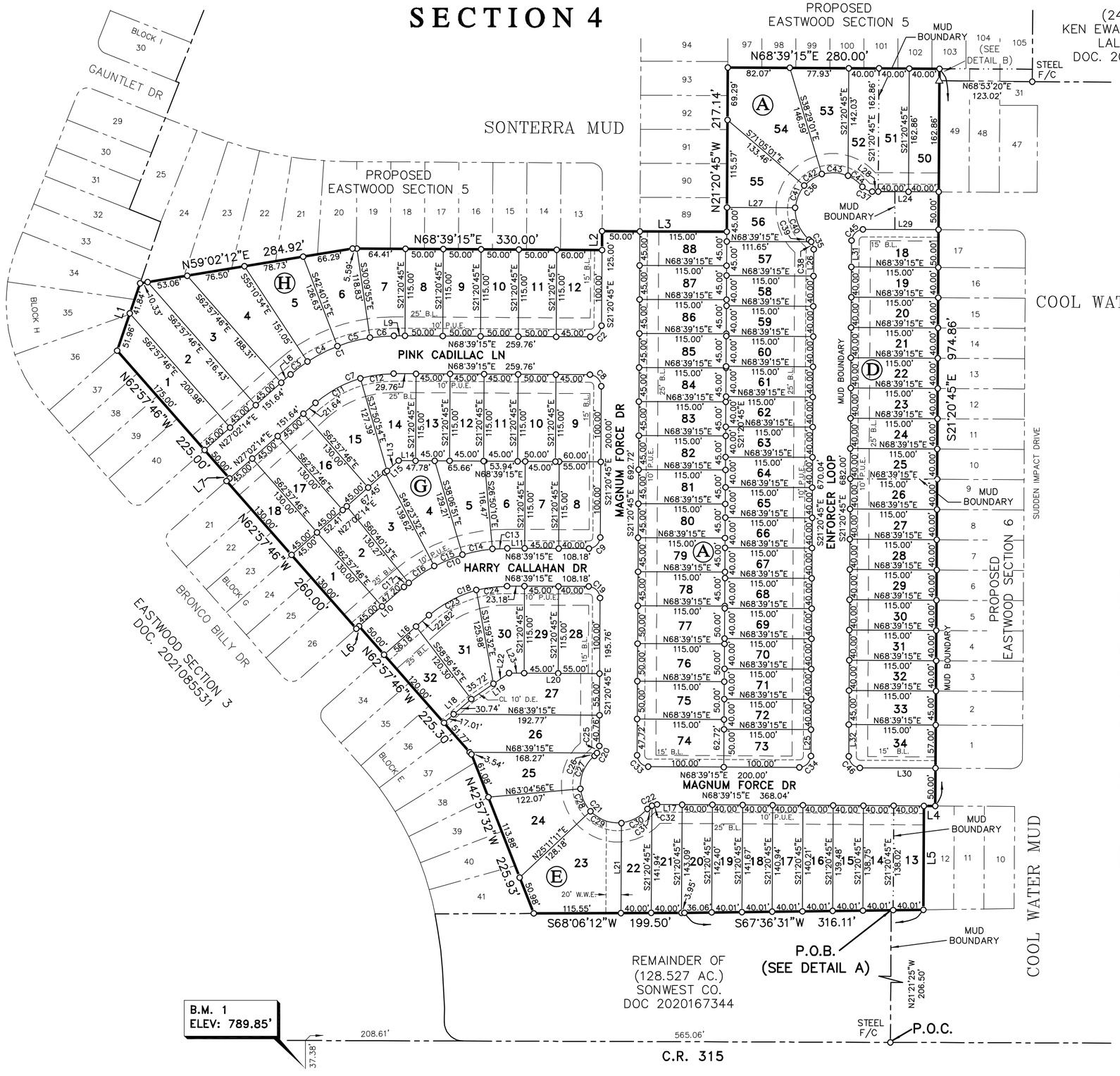
Attachments

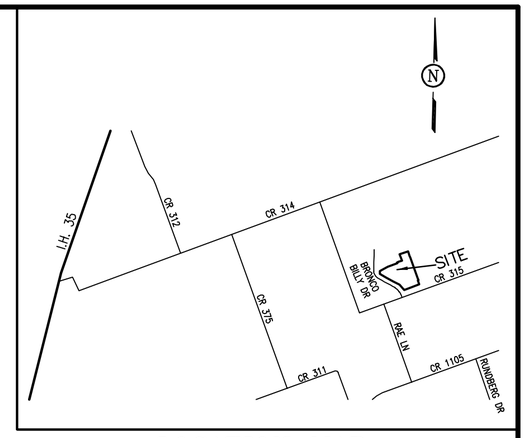
final plat - Eastwood Sec 4

Form Review

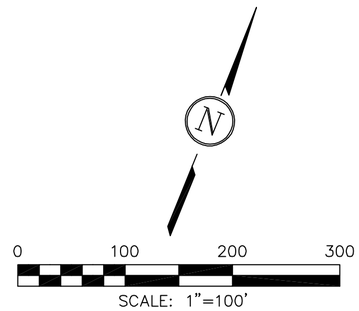
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 11:34 AM
Form Started By: Adam Boatright		Started On: 01/06/2022 08:25 AM
Final Approval Date: 01/06/2022		

EASTWOOD SECTION 4





LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION:
17.897 ACRES OUT OF THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, WILLIAMSON COUNTY, TEXAS

OWNER:
FR EASTWOOD, LLC
A DELAWARE LIMITED LIABILITY COMPANY
11 DU PONT CIRCLE, SUITE 900
WASHINGTON D.C., 20036

ENGINEER:
SCOTT J. FOSTER, P.E.
360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
512-354-4682

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
512-443-1174

LOT SUMMARY:

DEVELOPED LOTS: 106

LEGEND

■	CONCRETE MONUMENT FOUND
●	1/2"STEEL PIN FOUND (UNLESS NOTED)
1817●	1/2"STEEL PIN FOUND W/ CAP MARKED 'RPLS 1817'
F ●	1/2"STEEL PIN FOUND W/ CAP MARKED 'FOREST'
○	1/2"STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
⊙	PIPE FOUND
▲	60d NAIL FOUND AT FENCE CORNER
△	COMPUTED POINT
⊠	MAILBOX CLUSTER
F⊛	SPINDLE FOUND
S⊛	SPINDLE SET
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
F/C○	METAL FENCE CORNER POST
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.W.E.	WASTEWATER EASEMENT
W.L.E.	WATERLINE EASEMENT
S.D.E.	SIGHT DISTANCE EASEMENT
B.L.	BUILDING LINE
(BRG.~DIST.)	RECORD CALL
(J)	BLOCK LABEL
R.O.W.	RIGHT-OF-WAY
S.D.E.	SIGHT DISTANCE EASEMENT
W.C.A.D.	WILLIAMSON COUNTY APPRAISAL DISTRICT
L.S.	LANDSCAPE LOT

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0.99988.

ELEVATIONS ARE NAVD88 (GEOID 12A)

SITE BENCHMARK #1 – SQUARE ON EAST END OF HEADWALL, NORTH SIDE OF C.R. 315
ELEV. 789.85'

ELEVATIONS (NAVD88, GEOID 12A)

BUILDING SETBACKS:

FRONT STREET	25'
SIDE STREET	15'
REAR	10'
SIDE	5'

STREET DATA

STREET	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
PINK CADILLAC LN	582.1	50'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
HARRY CALLAHAN DR	357.9	50	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
MAGNUM FORCE DR	1152.7	50'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
ENFORCER LOOP	902.0	50'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
TOTAL	2994.7					

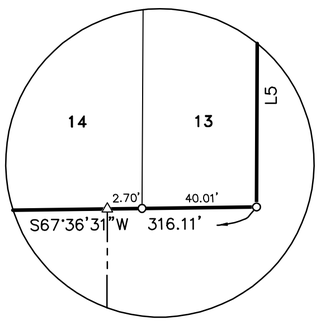
SUBMITTAL DATE: NOVEMBER 23, 2021

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020-0541 F.B.

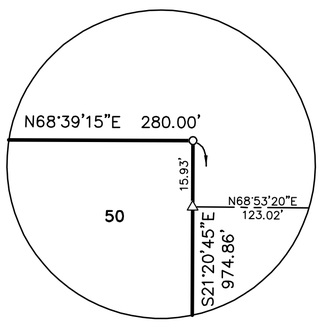
EASTWOOD
SECTION 4

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N02°57'48"W	93.81'
L2	N21°20'45"W	25.00'
L3	N68°39'15"E	165.00'
L4	S68°39'15"W	15.00'
L5	S21°20'45"E	137.29'
L6	S27°02'14"W	5.00'
L7	N27°02'14"E	5.00'
L8	N27°02'14"E	16.64'
L9	N68°39'15"E	14.76'
L10	N27°02'14"E	79.00'
L11	N68°39'15"E	23.18'
L12	N27°02'14"E	33.36'
L13	N27°02'14"E	20.37'
L14	N68°39'15"E	22.38'
L15	N27°02'14"E	23.86'
L16	N27°02'14"E	79.00'
L17	N68°39'15"E	33.04'
L18	N27°02'14"E	47.75'
L19	N33°52'03"E	60.62'
L20	N68°39'15"E	120.00'
L21	S21°20'45"E	119.11'
L22	N33°52'03"E	24.90'
L23	N68°39'15"E	20.00'
L24	N68°39'15"E	88.04'
L25	S21°20'45"E	35.00'
L26	S21°20'45"E	35.04'
L27	N68°39'15"E	90.09'
L28	N68°39'15"E	8.04'
L29	N68°39'15"E	100.00'
L30	N68°39'15"E	100.00'
L31	S21°20'45"E	35.00'
L32	S21°20'45"E	42.00'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	41°37'01"	205.00'	148.90'	N47°50'44"E	145.65'
C2	90°00'00"	15.00'	23.56'	N23°39'15"E	21.21'
C3	7°47'13"	205.00'	27.86'	N30°55'50"E	27.84'
C4	12°30'19"	205.00'	44.74'	N41°04'36"E	44.65'
C5	12°30'19"	205.00'	44.74'	N53°34'55"E	44.65'
C6	8°49'10"	205.00'	31.56'	N64°14'40"E	31.52'
C7	41°37'01"	155.00'	112.58'	N47°50'44"E	110.13'
C8	90°00'00"	15.00'	23.56'	S66°20'45"E	21.21'
C9	90°00'00"	15.00'	23.56'	N23°39'15"E	21.21'
C10	41°37'01"	205.00'	148.90'	N47°50'44"E	145.65'
C11	25°06'52"	155.00'	67.94'	N39°35'40"E	67.40'
C12	16°30'09"	155.00'	44.64'	N60°24'10"E	44.49'
C13	5°29'25"	205.00'	19.64'	N65°54'32"E	19.64'
C14	11°16'41"	205.00'	40.35'	N57°31'29"E	40.29'
C15	11°16'41"	205.00'	40.35'	N46°14'48"E	40.29'
C16	11°16'41"	205.00'	40.35'	N34°58'07"E	40.29'
C17	2°17'33"	205.00'	8.20'	N28°11'00"E	8.20'
C18	41°37'01"	155.00'	112.58'	N47°50'44"E	110.13'
C19	90°00'00"	15.00'	23.56'	S66°20'45"E	21.21'
C20	51°23'12"	16.50'	14.80'	N04°20'51"E	14.31'
C21	192°46'25"	50.00'	168.23'	S66°20'45"E	99.38'
C22	51°23'12"	16.50'	14.80'	N42°57'38"E	14.31'
C23	26°27'16"	155.00'	71.57'	N40°15'52"E	70.93'
C24	15°09'45"	155.00'	41.02'	N61°04'22"E	40.90'
C25	34°04'16"	16.50'	9.81'	S04°18'37"E	9.67'
C26	17°18'56"	16.50'	4.99'	N21°22'59"E	4.97'
C27	56°57'31"	50.00'	49.71'	N01°33'41"E	47.68'
C28	37°53'45"	50.00'	33.07'	S45°51'57"E	32.47'
C29	52°16'17"	50.00'	45.62'	N89°03'02"E	44.05'
C30	45°38'51"	50.00'	39.84'	N40°05'28"E	38.79'
C31	26°25'53"	16.50'	7.61'	N30°28'59"E	7.54'
C32	24°57'19"	16.50'	7.19'	N56°10'35"E	7.13'
C33	90°00'00"	15.00'	23.56'	S66°20'45"E	21.21'
C34	90°00'00"	15.00'	23.56'	N23°39'15"E	21.21'
C35	51°23'12"	16.50'	14.80'	S47°02'22"E	14.31'
C36	192°46'25"	50.00'	168.23'	N23°39'15"E	99.38'
C37	51°23'12"	16.50'	14.80'	S85°39'09"E	14.31'
C38	37°08'38"	16.50'	10.70'	S39°55'05"E	10.51'
C39	14°14'34"	16.50'	4.10'	S65°36'41"E	4.09'
C40	54°49'42"	50.00'	47.85'	S45°19'07"E	46.04'
C41	36°49'15"	50.00'	32.13'	N00°30'22"E	31.58'
C42	32°36'00"	50.00'	28.45'	N35°12'59"E	28.07'
C43	40°42'57"	50.00'	35.53'	N71°52'28"E	34.79'
C44	27°48'31"	50.00'	24.27'	S73°51'49"E	24.03'
C45	90°00'00"	15.00'	23.56'	N23°39'15"E	21.21'
C46	90°00'00"	15.00'	23.56'	S66°20'45"E	21.21'



DETAIL A
(N.T.S)



DETAIL B
(N.T.S)

FIELD NOTE DESCRIPTION
17.897 ACRES
A.A. LEWIS SURVEY, A–384
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 17.897 ACRES OF LAND OUT OF THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 52.964 ACRE TRACT OF LAND IN A DEED TO FR EASTWOOD, LLC RECORDED IN DOCUMENT NUMBER 2021177727 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 17.897 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE ½ INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

COMMENCING AT A STEEL FENCE CORNER FOUND ON THE NORTH LINE OF COUNTY ROAD 315 AT THE SOUTHEAST CORNER OF A REMAINDER OF THAT CERTAIN 128.527 ACRE TRACT OF LAND DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2020167344 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS THE SAME BEING THE SOUTHWEST CORNER OF A REMAINDER OF THAT CERTAIN 27.47 ACRE TRACT OF LAND DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2020167344 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, N 21°21'25" W, 206.50 FEET ALONG AN EAST LINE OF THE SAID 128.527 ACRE SONWEST CO. TRACT, THE SAME BEING THE WEST LINE OF THE SAID 27.47 ACRE SONWEST CO. TRACT, TO A COMPUTED POINT ON THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT FOR THE PLACE OF BEGINNING;

THENCE, ALONG A SOUTH LINE OF THE SAID FR EASTWOOD, LLC TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S 67°36'31" W, 273.40 FEET TO A STEEL PIN SET;

2) S 68°06'12" W, 199.50 FEET TO A STEEL PIN SET AT THE SOUTHEAST CORNER OF LOT 41, BLOCK E OF EASTWOOD SECTION 3, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2021085531 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, CONTINUING TO TRAVERSE THE INTERIOR OF THE SAID 128.527 ACRE TRACT, ALONG THE EASTERLY LINE OF THE SAID EASTWOOD SECTION III, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) N 42°57'32" W, 225.93 FEET TO A STEEL PIN SET;

2) N 62°57'46" W, 225.30 FEET TO A STEEL PIN SET;

3) S 27°02'14" W, 5.00 FEET TO A STEEL PIN SET;

4) N 62°57'46" W, 260.00 FEET TO A STEEL PIN SET;

5) N 27°02'14" E, 5.00 FEET TO A STEEL PIN SET;

6) N 62°57'46" W, 225.00 FEET TO A STEEL PIN SET;

7) N 02°57'48" W, 93.81 FEET TO A STEEL PIN SET;

THENCE, TRAVERSING THE INTERIOR OF THE SAID FR EASTWOOD, LLC TRACT, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) N 59°02'12" E, 284.92 FEET TO A STEEL PIN SET;

2) N 68°39'15" E, 330.00 FEET TO A STEEL PIN SET;

3) N 21°20'45" W, 25.00 FEET TO A STEEL PIN SET;

4) N 68°39'15" E, 165.00 FEET TO A STEEL PIN SET;

5) N 21°20'45" W, 217.14 FEET TO A STEEL PIN SET;

6) N 68°39'15" E, 280.00 FEET TO A STEEL PIN SET;

7) S 21°20'45" E, 15.93 FEET TO A COMPUTED POINT IN THE INTERIOR OF THE SAID FR EASTWOOD, LLC TRACT, FROM WHICH A STEEL FENCE AT AN INTERIOR CORNER OF THE SAID FR EASTWOOD, LLC TRACT, THE SAME BEING THE SOUTHWEST CORNER OF THE CALLED 245 ACRE TRACT IN A DEED TO KEN EWAN AND WIFE LALI EWAN RECORDED IN DOCUMENT NUMBER 2003060863 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEARS N 68°53'20" E, 123.02 FEET;

THENCE, CONTINUING TO TRAVERSE THE INTERIOR OF THE SAID 27.47 ACRE SONWEST CO. TRACT, THE FOLLOWING SEVEN (4) COURSES AND DISTANCES:

1) S 21°20'45" E, 958.93 FEET TO A STEEL PIN SET;

2) S 68°39'15" W, 15.00 FEET TO A STEEL PIN SET;

3) S 21°20'45" E, 137.29 FEET TO A STEEL PIN SET;

4) S 67°36'31" W, 42.70 FEET TO THE PLACE OF BEGINNING, CONTAINING 17.897 ACRES OF LAND, MORE OR LESS.

LENZ & ASSOCIATES, INC.
FIRM No. 100290–00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443–1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020–0541 F.B.

EASTWOOD
SECTION 4

NOTES:

1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.

3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

7) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

8) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

16) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY 48491C0150F EFFECTIVE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

17) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

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

19) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.

20) ALL SIDEWALKS ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.

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

22) 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.

23) 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.

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

25) NO LOT WITH LESS THAN 50 FEET OF STREET FRONTAGE SHALL BE FURTHER SUBDIVIDED.

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020-0541 F.B.

EASTWOOD
SECTION4

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT FR EASTWOOD, LLC SOLE OWNER OF THAT CERTAIN 52.964 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021177727, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "EASTWOOD SECTION 4"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 13 DAY OF December, 2021.

_____
FR EASTWOOD, LLC
A DELAWARE LIMITED LIABILITY COMPANY
BY: Brandon Jenkins
11 DU PONT CIRCLE, SUITE 900
WASHINGTON D.C., 20036

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 13 DAY OF December 13, 2021, A.D. BY ~~ANDY BILGER~~ Brandon Jenkins, J.T. ACTING IN THE CAPACITY HEREIN STATED.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF ~~TEXAS~~ District of Columbia, J.T.

MY COMMISSION EXPIRES August 14, 2024

NAZIK TURDAKUNOVA
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 14, 2024

SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, 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 AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

_____ 12-2-2021
TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

STATE OF TEXAS
REGISTERED
TIMOTHY A. LENZ
4393
PROFESSIONAL
LAND SURVEYOR

I, SCOTT J. FOSTER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

_____ 12/17/2021
SCOTT J. FOSTER, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 84652
360 PROFESSIONAL SERVICES
P.O. BOX 3639
CEDAR PARK, TEXAS, 78630
FIRM NO. 4932

STATE OF TEXAS
SCOTT J. FOSTER
84652
LICENSED
PROFESSIONAL ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 20th DAY OF December, 2021, A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

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

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

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

STATE OF TEXAS }
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 COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

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

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

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020-0541 F.B.

Commissioners Court - Regular Session **37.**

Meeting Date: 01/11/2022

Final plat for the Eastwood Section 5 subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the final plat for the Eastwood Section 5 subdivision – Precinct 4.

Background

This is the next section of the Eastwood development. It consists of 70 single family lots, 1 green space/drainage/utility lot and 2,164 feet of new public roads. Roadway and drainage construction has been completed. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this final plat in order to meet the review timelines set forth in House Bill 3167.

Timeline

2021-06-17 – initial submittal of the final plat
2021-07-16 – 1st review complete with comments
2021-09-03 – 2nd submittal of final plat
2021-09-15 – 2nd review complete with comments
2021-12-15 – 3rd submittal of final plat
2021-12-22 – 3rd submittal updated with final plat with signatures
2021-12-30 – 3rd review complete with comments clear
2022-01-06 – County Engineer approval letter sent
2022-01-06 – final plat placed on the January 11, 2022 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

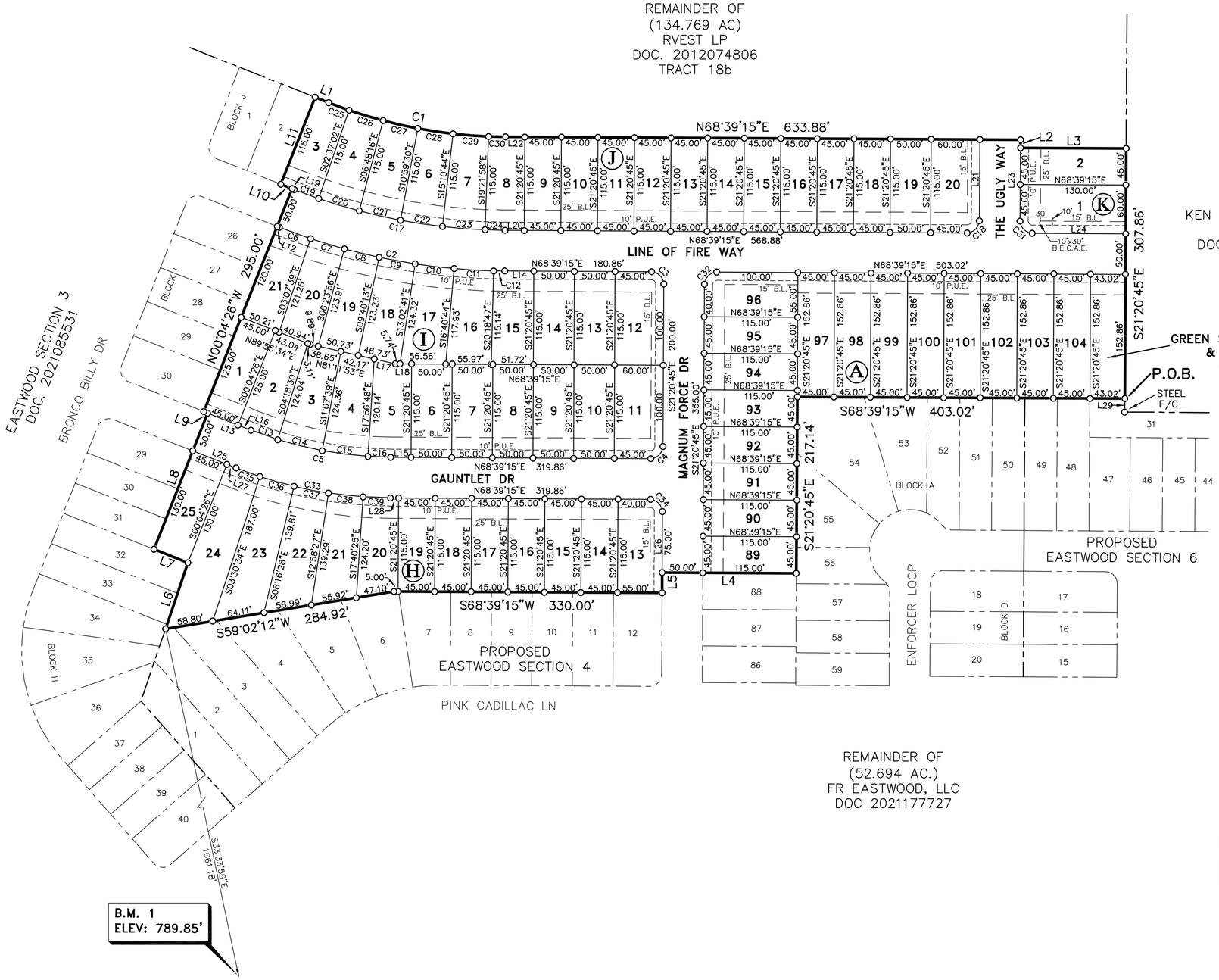
Attachments

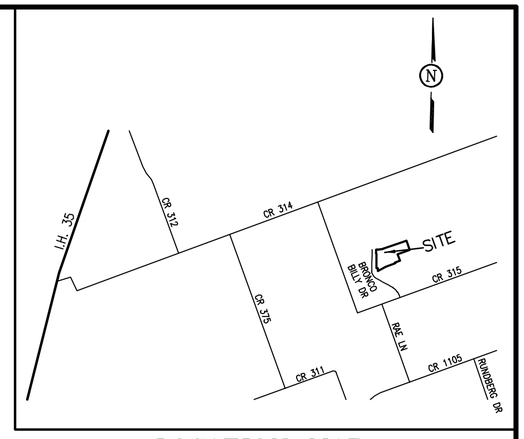
final plat - Eastwood Sec 5

Form Review

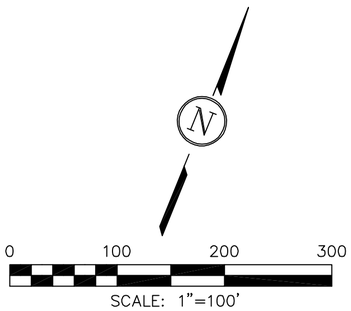
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 11:35 AM
Form Started By: Adam Boatright		Started On: 01/06/2022 08:25 AM
Final Approval Date: 01/06/2022		

EASTWOOD
SECTION 5





LOCATION MAP
NOT TO SCALE



LEGAL DESCRIPTION:
12.089 ACRES OUT OF THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, WILLIAMSON COUNTY, TEXAS

OWNER:
FR EASTWOOD, LLC
A DELAWARE LIMITED LIABILITY COMPANY
11 DU PONT CIRCLE, SUITE 900
WASHINGTON D.C., 20036

ENGINEER:
SCOTT J. FOSTER, P.E.
360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
512-354-4682

SURVEYOR:
TIMOTHY A. LENZ, R.P.L.S.
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
512-443-1174

LEGEND

■	CONCRETE MONUMENT FOUND
●	1/2"STEEL PIN FOUND (UNLESS NOTED)
1817●	1/2"STEEL PIN FOUND W/ CAP MARKED 'RPLS 1817'
F ●	1/2"STEEL PIN FOUND W/ CAP MARKED 'FOREST'
○	1/2"STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
⊙	PIPE FOUND
▲	60d NAIL FOUND AT FENCE CORNER
△	COMPUTED POINT
▣	MAILBOX CLUSTER
F⊛	SPINDLE FOUND
S⊛	SPINDLE SET
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
F/C○	METAL FENCE CORNER POST
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.W.E.	WASTEWATER EASEMENT
W.L.E.	WATERLINE EASEMENT
S.D.E.	SIGHT DISTANCE EASEMENT
B.L.	BUILDING LINE
(BRG.~DIST.)	RECORD CALL
Ⓙ	BLOCK LABEL
R.O.W.	RIGHT-OF-WAY
S.D.E.	SIGHT DISTANCE EASEMENT
W.C.A.D.	WILLIAMSON COUNTY APPRAISAL DISTRICT
L.S.	LANDSCAPE LOT
B.E.C.A.E.	BARTLETT ELECTRIC COOPERATIVE ACCESS EASEMENT

LOT SUMMARY:

DEVELOPED LOTS:	70
GREEN SPACE, DRAINAGE, & UTILITY LOTS:	1

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0.99988.

ELEVATIONS ARE NAVD88 (GEOID 12A)

SITE BENCHMARK #1 – SQUARE ON EAST END OF HEADWALL, NORTH SIDE OF C.R. 315
ELEV. 789.85'

ELEVATIONS (NAVD88, GEOID 12A)

BUILDING SETBACKS:

FRONT STREET	25'
SIDE STREET	15'
REAR	10'
SIDE	5'

STREET DATA

STREET	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
LINE OF FIRE WAY	1026.6'	50'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
THE UGLY WAY	140.0'	50	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
MAGNUM FORCE DR	395.0'	50'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
GAUNTLET DR	602.6'	50'	30' LOG-LOG	25 MPH	PUBLIC	URBAN LOCAL
TOTAL	2164.2'					

SUBMITTAL DATE: DECEMBER 2, 2021

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020-0541 F.B.

EASTWOOD
SECTION 5

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°55'34"E	18.01'
L2	S21°20'45"E	10.00'
L3	N68°39'15"E	130.00'
L4	S68°39'15"W	165.00'
L5	S21°20'45"E	25.00'
L6	N02°57'48"W	86.02'
L7	S89°55'34"W	45.00'
L8	N00°04'26"W	180.00'
L9	S89°55'34"W	5.00'
L10	S89°55'34"W	15.00'
L11	N00°04'26"W	115.00'
L12	N89°55'34"E	3.01'
L13	N89°55'34"E	57.13'
L14	N68°39'15"E	35.86'
L15	N68°39'15"E	24.86'
L16	N89°55'34"E	17.13'
L17	N81°11'53"E	26.53'
L18	N68°39'15"E	20.00'
L19	N89°55'34"E	3.01'
L20	N68°39'15"E	23.88'
L21	S21°20'45"E	100.00'
L22	N68°39'15"E	23.88'
L23	S21°20'45"E	100.00'
L24	N68°39'15"E	115.00'
L25	N89°55'34"E	57.13'
L26	S21°20'45"E	100.00'
L27	N89°55'34"E	12.13'
L28	N68°39'15"E	9.86'
L29	S21°20'45"E	16.43'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	21°16'19"	600.00'	222.76'	N79°17'24"E	221.48'
C2	21°16'19"	765.00'	284.02'	N79°17'24"E	282.39'
C3	90°00'00"	15.00'	23.56'	S66°20'45"E	21.21'
C4	90°00'00"	15.00'	23.56'	N23°39'15"E	21.21'
C5	21°16'19"	475.00'	176.35'	N79°17'24"E	175.34'
C6	3°03'12"	765.00'	40.77'	N88°23'58"E	40.76'
C7	3°16'17"	765.00'	43.68'	N85°14'13"E	43.67'
C8	3°16'17"	765.00'	43.68'	N81°57'56"E	43.67'
C9	3°22'28"	765.00'	45.06'	N78°38'33"E	45.05'
C10	3°38'03"	765.00'	48.52'	N75°08'17"E	48.51'
C11	3°38'03"	765.00'	48.52'	N71°30'14"E	48.51'
C12	1°01'58"	765.00'	13.79'	N69°10'14"E	13.79'
C13	4°14'04"	475.00'	35.10'	N87°48'32"E	35.10'
C14	6°49'09"	475.00'	56.53'	N82°16'55"E	56.50'
C15	6°49'09"	475.00'	56.53'	N75°27'46"E	56.50'
C16	3°23'57"	475.00'	28.18'	N70°21'13"E	28.18'
C17	21°16'19"	715.00'	265.46'	N79°17'24"E	263.93'
C18	90°00'00"	15.00'	23.56'	N23°39'15"E	21.21'
C19	2°32'35"	715.00'	31.74'	N88°39'16"E	31.73'
C20	4°11'14"	715.00'	52.25'	N85°17'21"E	52.24'
C21	4°11'14"	715.00'	52.25'	N81°06'07"E	52.24'
C22	4°11'14"	715.00'	52.25'	N76°54'53"E	52.24'
C23	4°11'14"	715.00'	52.25'	N72°43'39"E	52.24'
C24	1°58'48"	715.00'	24.71'	N69°38'39"E	24.71'
C25	2°32'35"	600.00'	26.63'	N88°39'16"E	26.63'
C26	4°11'14"	600.00'	43.85'	N85°17'21"E	43.84'
C27	4°11'14"	600.00'	43.85'	N81°06'07"E	43.84'
C28	4°11'14"	600.00'	43.85'	N76°54'53"E	43.84'
C29	4°11'14"	600.00'	43.85'	N72°43'39"E	43.84'
C30	1°58'48"	600.00'	20.73'	N69°38'39"E	20.73'
C31	90°00'00"	15.00'	23.56'	S66°20'45"E	21.21'
C32	90°00'00"	15.00'	23.56'	N23°39'15"E	21.21'
C33	21°16'19"	525.00'	194.91'	N79°17'24"E	193.80'
C34	90°00'00"	15.00'	23.56'	S66°20'45"E	21.21'
C35	3°26'08"	525.00'	31.48'	N88°12'30"E	31.48'
C36	4°45'54"	525.00'	43.66'	N84°06'29"E	43.65'
C37	4°41'58"	525.00'	43.06'	N79°22'33"E	43.05'
C38	4°41'58"	525.00'	43.06'	N74°40'34"E	43.05'
C39	3°40'20"	525.00'	33.65'	N70°29'25"E	33.64'

FIELD NOTE DESCRIPTION
12.089 ACRES
A.A. LEWIS SURVEY, A–384
WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 12.089 ACRES OF LAND OUT OF THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 52.694 ACRE TRACT IN A DEED TO FR EASTWOOD, LLC, RECORDED IN DOCUMENT NUMBER 2021177727 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 12.089 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE ½ INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING AT A STEEL PIN SET ON THE WEST LINE OF THE CALLED 245 ACRE TRACT IN A DEED TO KEN EWAN AND WIFE LALI EWAN RECORDED IN DOCUMENT NUMBER 2003060863 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAME BEING AN EAST LINE OF THE SAID FR EASTWOOD TRACT, FROM WHICH A STEEL FENCE CORNER FOUND AT THE SOUTHWEST CORNER OF THE SAID 245 ACRE EWAN TRACT, THE SAME BEING AN INTERIOR CORNER OF THE SAID FR EASTWOOD TRACT BEARS S 21°20'45" E, 16.43 FEET.

THENCE, TRAVERSING THE INTERIOR OF THE SAID FR EASTWOOD TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) S 68°39'15" W, 403.02 FEET TO A STEEL PIN SET;

2) S 21°20'45" E, 217.14 FEET TO A STEEL PIN SET;

3) S 68°39'15" W, 165.00 FEET TO A STEEL PIN SET;

4) S 21°20'45" E, 25.00 FEET TO A STEEL PIN SET;

5) S 68°39'15" W, 330.00 FEET TO A STEEL PIN SET;

6) S 59°02'12" W, 284.92 FEET TO A STEEL PIN SET ON THE EASTERLY LINE OF EASTWOOD SECTION 3, A SUBDIVISION OF RECORD, RECORDED IN DOCUMENT NUMBER 202108553 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE, ALONG THE EASTERLY LINE OF THE SAID EASTWOOD SECTION 3, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) N 02°57'48" W, 86.02 FEET TO A STEEL PIN SET;

2) S 89°55'34" W, 45.00 FEET TO A STEEL PIN SET;

3) N 00°04'26" W, 180.00 FEET TO A STEEL PIN SET;

4) S 89°55'34" W, 5.00 FEET TO A STEEL PIN SET;

5) N 00°04'26" W, 295.00 FEET TO A STEEL PIN SET;

6) S 89°55'34" W, 15.00 FEET TO A STEEL PIN SET;

7) N 00°04'26" W, 115.00 FEET TO A STEEL PIN SET AT THE NORTHEAST CORNER OF THE SAID EASTWOOD SECTION 3, THE SAME BEING THE NORTHWEST CORNER OF THE SAID FR EASTWOOD, LLC TRACT;

THENCE, ALONG THE NORTH LINE OF THE SAID FR EASTWOOD TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) N 89°55'34" E, 18.01 FEET TO A STEEL PIN SET;

2) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 21°16'19", A RADIUS OF 600.00 FEET, AN ARC OF 222.76 FEET AND A CHORD BEARING AND DISTANCE OF N 79°17'24" E, 221.48 FEET TO A STEEL PIN SET ;

3) N 68°39'15" E, 633.88 FEET TO A STEEL PIN SET;

4) S 21°20'45" E, 10.00 FEET TO A STEEL PIN SET;

5) N 68°39'15" E, 130.00 FEET TO A STEEL PIN SET ON THE WEST LINE OF THE SAID EWAN TRACT;

THENCE, S 21°20'45" E, 307.86 FEET ALONG THE WEST LINE OF THE SAID EWAN TRACT, THE SAME BEING AN EAST LINE OF THE SAID FR EASTWOOD TRACT, TO THE PLACE OF BEGINNING, CONTAINING 12.089 ACRES OF LAND, MORE OR LESS.

LENZ & ASSOCIATES, INC.
FIRM No. 100290–00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443–1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020–0541 F.B.

EASTWOOD
SECTION 5

NOTES:

1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

2) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL.

3) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

7) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS.

8) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

13) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

16) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY 48491C0150F EFFECTIVE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

17) A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

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

19) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.

20) ALL SIDEWALKS ARE TO BE MAINTAINED BY THE ADJACENT PROPERTY OWNER.

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

22) 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.

23) 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.

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

25) NO LOT WITH LESS THAN 50 FEET OF STREET FRONTAGE SHALL BE FURTHER SUBDIVIDED.

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744
SURVEY #: 2020-0541 F.B.

EASTWOOD
SECTION 5

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT FR EASTWOOD, LLC, SOLE OWNER OF THAT CERTAIN 52.694 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021177727, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THAT CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "EASTWOOD SECTION 5"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 13 DAY OF DECEMBER, 20 21.

_____
FR EASTWOOD, LLC
A DELAWARE LIMITED LIABILITY COMPANY
BY: Brandon Jenkins
11 DU PONT CIRCLE, SUITE 900
WASHINGTON D.C., 20036

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 13 DAY OF December, 2021, A.D. BY ~~ANDY BILGER~~ Brandon Jenkins, N.T. ACTING IN THE CAPACITY HEREIN STATED.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF ~~TEXAS~~ District of Columbia, N.T.

MY COMMISSION EXPIRES August 14, 2024

NAZIK TURDAKUNOVA
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 14, 2024

SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, 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 AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

_____ 12-2-2021
TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

STATE OF TEXAS REGISTERED TIMOTHY A. LENZ 4393 PROFESSIONAL LAND SURVEYOR

I, SCOTT J. FOSTER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

_____ 12/17/2021
SCOTT J. FOSTER, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER NO. 84652
360 PROFESSIONAL SERVICES
P.O. BOX 3639
CEDAR PARK, TEXAS, 78630
FIRM NO. 4932

STATE OF TEXAS SCOTT J. FOSTER 84652 LICENSED PROFESSIONAL ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 20th DAY OF December, 2021, A.D.

Teresa Baker
TERESA BAKER
WILLIAMSON COUNTY ADDRESS COORDINATOR

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

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

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

STATE OF TEXAS }
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 COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

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

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

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

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

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY

LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4150 FREIDRICH LANE, SUITE A1
AUSTIN, TEXAS 78744

SURVEY #: 2020-0541 F.B.

Commissioners Court - Regular Session **38.**

Meeting Date: 01/11/2022

Purchase Test Kits ARPA Funds

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take possible action on approving the purchase of COVID Test Kits from ARPA (American Rescue Plan Act) Funding for Williamson County Personnel.

Background

Discussion, policy and budget for possible need of the purchase of COVID Test Kits for County personnel. The current inventory has been obtained thru State Resources. We are researching the possible need to source our own purchase.

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	01/06/2022 11:25 AM
Form Started By: Julie Kiley		Started On: 01/06/2022 11:14 AM
Final Approval Date: 01/06/2022		

Commissioners Court - Regular Session **39.**

Meeting Date: 01/11/2022

ARPA-County Attorney Prosecutor Backlog Project Budget

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and approve setting a budget of $1,269,176 from the ARPA Funding (American Rescue Plan Act) for project 445P County Attorney Prosecutor Courts Backlog.

Background

This project was presented to the Court for approval on December 14, 2021. It includes 4 positions-1 Civil Attorney and 3 Intake Prosecutors. The budget includes all salaries, fringe and operating dollars from January 1, 2022 thru December 31, 2024.

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	01/06/2022 11:25 AM
Form Started By: Julie Kiley		Started On: 01/06/2022 11:19 AM
Final Approval Date: 01/06/2022		

Commissioners Court - Regular Session **40.**

Meeting Date: 01/11/2022

Breast Cancer Agreement

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 Social Service Finding Agreement between Williamson County and the United Way for Greater Austin, funded through American Rescue Plan Act (ARPA) to assist in payment of health care services for uninsured legal residents of Williamson County identified with breast cancer.

Background

Due to the increase of women delaying mammograms during the COVID-19 pandemic, the Commissioners Court approved allocations through ARPA funding for breast cancer screening and treatment for uninsured individuals identified with breast cancer, who are at or below 250% of the Federal Poverty Level. Originally, Lone Star Circle of Care was going to be contracting agency to manage the breast cancer program. Lone Star Circle of Care is now recommending that the United Way for Greater Austin be the contracting agency, who will oversee the breast cancer program.

Under this new arrangement, United Way will contract with Lone Star for screening, case management and some medical care. Additionally, United Way will handle the contracting with oncologist and other breast cancer providers, freeing up Lone Star to focus on the patient rather than administration.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Breast Cancer Agreement with United Way

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/05/2022 01:54 PM
Form Started By: Kathy Pierce		Started On: 01/05/2022 11:40 AM
Final Approval Date: 01/05/2022		

WILLIAMSON COUNTY
SOCIAL SERVICE
FUNDING AGREEMENT
WITH
UNITED WAY FOR GREATER AUSTIN

This Social Service Funding Agreement ("the Agreement"), is made by and between **Williamson County, Texas** (the "County") located at 710 Main Street, Georgetown, Texas 78626, and the **United Way for Greater Austin** (the "Agency"), a non-profit corporation, located at 2000 East MLK Jr. Blvd. Austin, TX 78702.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to assist in the payment of health care services for legal residents residing within Williamson County affected by COVID-19; and

WHEREAS, the Agency would like to request funding from the County made available under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act ("ARPA Act");

WHEREAS, the County seeks to implement funding derived from the ARPA Act after March 2, 2021 in order to maximize benefits for local residents; and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the ARPA Act funds.

NOW, THEREFORE, WITNESSETH:

1. **Recitals**. The recitals to this Agreement are hereby incorporated for all purposes.

2. **Effective Date**. The effective date of this Agreement ("Effective Date") is the latest date that either party executes this Agreement, or the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.

3. **Term**. The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2024. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until December 31, 2024. After 2024, the contract must be revisited by County's governing body.

I.

GENERAL OVERVIEW

1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for area residents.

1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures"). All participants in the breast cancer treatment program will be residents of Williamson County, Texas.

1.3 Distribution of ARPA Act Funds. The County will pay ARPA Act funds during the period that begins November 11, 2022 and ends on December 31, 2024. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.

The Agency agrees to accept the not to exceed amount of $2,088,514.00 that will be disbursed from ARPA Act Funds.

II.

AGENCY PERFORMANCE REQUIREMENTS

2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the ARPA Act funds consistent with the terms and conditions of this Agreement and the Act.

2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.

2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over $2,088,514 from ARPA Act Funds.

IV.

ADDITIONAL REQUIREMENTS RELATED TO THE AMERICAN RESCUE PLAN ACT (ARPA) (C.F.D.A. 21027)

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on December 21,, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict ofinterest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each

activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities

provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:
   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

V.

GENERAL CONDITIONS

5.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

5.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either

party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

5.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

5.4. Venue and Law. Venue for any legal action related to this Agreement is in Williamson County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

5.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

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

5.7. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.

5.8. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.

5.9. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

5.10 Notices. Notices required by this Agreement are as follows:

County;

County Judge
710 Main Street, Suite 101

Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Agency:

United Way for Greater Austin
2000 East MLK Jr. Blvd.
Austin, TX 78702
Attention: Chief Executive Officer

(SIGNATURE PAGE FOLLOWS)

WILLIAMSON COUNTY, TEXAS.

_____ _____

Bill Gravell, Jr. **Date**

ATTEST:

_____

Nancy Rister, County Clerk

Date:

_____

UNITED WAY for Greater Austin

By: David C. Smith

David C. Smith

Its: _____

CEO

Date:

_____

EXHIBIT A

United Way for Greater Austin

QUANTITY	DESCRIPTION OF SERVICE	* COST	TOTAL COST
Number of Individuals treated is dependant upon Stage that cancer is identified (Stage 0 - 4)	Breast cancer treatment through hospital and oncology partners, including: Breast surgery (lumpectomy, mastectomy, node surgery, as examples) perioperative charges, inclusive of hospital charges such as anesthesia, supplies, medical devices, pre admission testing, OR time, imageing, PACU, inpatient stay. All treatment provided must be for uninsured residents of Williamson County.	$ 750,000	
	Related hospital and medical facility ancillaries: pathology, radiology, intraoperative radiation therapy, nutrition, Physical Therapy (related to breast cancer treatments).	$ 426,000	
20 individuals @ estimated $6,200/year	Purchase of insurance for uninsured identified with breast cancer.	$ 124,000	
	Pharmaceuticals, not covered by pharmacy assistance programs.	$ 72,279	
	Total for breast cancer treatment		$ 1,372,279
	Continuum of Care - screenings, diagnostics, biopsies, patient navigation .		$507,384
	Program administration (not to exceeed allowable 10%)		$208,851
	TOTAL ARPA FUNDING AMOUNT		**$2,088,514**

* Note: cost categories are preliminary estimates and will be adjusted no later than annually, based on actual patient care data.

Commissioners Court - Regular Session **41.**

Meeting Date: 01/11/2022

Park Donations BA Rev 01.11.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include monies for general donations from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$1,411.77

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/05/2022 01:51 PM
Form Started By: Melanie Denny		Started On: 01/04/2022 08:49 PM
Final Approval Date: 01/05/2022		

Commissioners Court - Regular Session **42.**

Meeting Date: 01/11/2022

Park Donations BA Exp 01.11.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include monies for general donations from various patrons. Includes a prior year donation of $116.00 that was not included in the November 23rd budget amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$1,527.77

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/05/2022 01:52 PM
Form Started By: Melanie Denny		Started On: 01/04/2022 08:49 PM
Final Approval Date: 01/05/2022		

Commissioners Court - Regular Session **43.**

Meeting Date: 01/11/2022

Animal Shelter Donations BA Rev 01.11.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for October 2021 through December 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.367404	Animal Shelter Donations	$162,415.23
	0546.0000.367440	Jane's Fund Donations	$21,093.03
	0546.0000.367441	Special Project Donations	$30.00
	0546.0000.367442	Play Yard Donations	$1,710.91
	0546.0000.367443	Heart Worm Donations	$105.00
	0546.0000.367445	SIT Team Donations	$837.55
	0546.0000.367447	Animal Transport Donations	$5,525.00
	0546.0000.367448	Kitten Care Donations	$3,626.22
	0546.0000.370150	Sales of Pet Care Products	$1,382.45

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/05/2022 01:52 PM

Form Started By: Melanie Denny Started On: 01/04/2022 08:51 PM

Final Approval Date: 01/05/2022

Commissioners Court - Regular Session **44.**

Meeting Date: 01/11/2022

Animal Shelter Donations BA Exp 01.11.22

Submitted For: Melanie Denny **Submitted By:** Melanie Denny, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This is for donation collections for October 2021 through December 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,382.45
	0546.0546.003670	Use of Donations	$162,415.23
	0546.0546.004100	Professional Services	$21,093.03
	0546.0546.004105	Foster Home Care	$3,626.22
	0546.0546.004109	Special Needs	$30.00
	0546.0546.004231	Travel	$5,525.00
	0546.0546.004232	Training	$837.55
	0546.0546.004509	Facility Enhancements	$1,710.91
	0546.0546.004975	Animal Medical Care	$105.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/05/2022 01:53 PM

Form Started By: Melanie Denny Started On: 01/04/2022 08:52 PM

Final Approval Date: 01/05/2022

Commissioners Court - Regular Session **45.**

Meeting Date: 01/11/2022

2013 Park Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Park Bond transfer to move $150,000 from P500 (2013 Park Bond Non-Departmental) to P560 (Southwest Regional Park Restrooms).

Background

This transfer is needed to fund construction contracts that were approved on 5/25/2021 (Public Restroom Company) and 11/02/2021 (Falkenberg Construction).

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	01/04/2022 04:14 PM
Form Started By: Tomika Lynce		Started On: 01/04/2022 09:48 AM
Final Approval Date: 01/04/2022		

Commissioners Court - Regular Session **46.**

Meeting Date: 01/11/2022

Approval of Blanket Purchase Order for Fuelman Fuel Cards FY22 Second Quarter for 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 a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $190,000.00 pursuant to Omnia Partners co-op contract #R161501.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The blanket purchase order will encumber funds for the second quarter of the fiscal year for the Fuelman Fuel Cards, the system used for Sheriff's Office employees to buy fuel. Department contact is Kurt Showalter. This expenditure will be charged to 01.0100.0560.003301.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 05:54 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:40 AM
Form Started By: Erica Smith		Started On: 12/30/2021 10:34 AM
Final Approval Date: 01/06/2022		

Commissioners Court - Regular Session **47.**

Meeting Date: 01/11/2022

Hill Country Cricket Association - Amended Development and Management Agreement

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the First Amended and Restated Development and Management Agreement with Hill Country Cricket Association.

Background

The Hill Country Cricket Association (HCCA) is a contractual partner of Williamson County, assisting in the development and management of the cricket facilities at Southwest Williamson County Regional Park. This amended agreement reflects HCCA's commitment to additional facility enhancements and operational changes affecting both HCCA and general public use. The amended agreement was coordinated with Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hill Country Cricket Association - Amended Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/03/2022 11:20 AM
Form Started By: Russell Fishbeck		Started On: 12/30/2021 01:06 PM
Final Approval Date: 01/03/2022		

FIRST AMENDED AND RESTATED DEVELOPMENT AND MANAGEMENT AGREEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

THIS FIRST AMENDED AND RESTATED DEVELOPMENT AND MANAGEMENT AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into by and between Williamson County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and Hill Country Cricket Association, Inc., a Texas non-profit 501(c3) corporation, hereinafter referred to as "HCCA".

WITNESSETH:

WHEREAS, the County has established the Southwest Williamson County Regional Park ("Park") with a Parks Department to be used by members of the general public; and

WHEREAS, HCCA desires to continue to assist County in the development and management of the cricket field, including the main pitch; existing netted practice facilities ("Original Nets"), a new netted practice facility ("New Nets"), and all cricket-related infrastructure, as depicted in the attached **Exhibit "A"** (collectively, the "Cricket Complex") located at the Park in exchange for HCCA's reserved use during specified times as well as public use so as to promote the sport and hobby of cricket;

WHEREAS, HCCA and County previously entered that certain Development and Management Agreement dated December 20, 2013, which had an expiration date of December 31, 2023 ("Original Agreement"); and

WHEREAS, since the commencement of the Original Agreement, HCCA has invested considerable funds and time into the development, construction and maintenance of the Cricket Complex; and

WHEREAS, HCCA and County now wish to continue their mutually beneficial development and management relationship pursuant to the amended and restated terms set out herein; and

NOW THEREFORE, for and in consideration of mutual covenants, agreements and benefits to the parties herein named, it is agreed as follows:

I. PUBLIC PURPOSE

The parties' performance of the agreements and obligations set out herein serves a public purpose of Williamson County, Texas, to-wit the development and management of a Cricket Complex that can be used and enjoyed by the general public as an additional parks and recreational feature offered by the County. The terms and conditions set out in this Amended and Restated Agreement are intended to serve as adequate controls to ensure that the public purpose is accomplished.

II. CONSIDERATION

The County's agreement to reserve the periods set out herein when the cricket field and Original Nets at the Park may be used by HCCA for its activities shall serve as adequate and sufficient consideration for HCCA's agreement to perform its obligations hereunder and thereby assist the County in the continued development and management of the Cricket Complex at the Park.

III. USE OF CRICKET COMPLEX

A. HCCA's Use of Cricket Complex. In exchange for good and valuable consideration described in this Amended and Restated Agreement and except as otherwise set out herein, the County will, for the term of this Amended and Restated Agreement, reserve portions of the Cricket Complex for HCCA's exclusive use during the specified time periods as follows (the "Reserved Period"):

1) Cricket Field and Main Pitch:
    a) Saturdays and Sundays during the publicly advertised operational hours of the Park, as set by County;
    b) On two weekends of each calendar year, to be chosen by mutual agreement between the parties at least 21 days in advance, for a weekend period beginning no earlier than 4:00 PM on Friday and ending no later than 10:00 PM on Sunday for a night tournament; provided, however, all use of the Cricket Complex during such night tournaments must be completed and concluded, with all lighting turned off, by no later than midnight on Friday and Saturday nights and no later than 10:00 PM on Sunday night in order to avoid disturbances to the adjacent residential neighborhood. Also, all amplified sound must end no later than 10pm each night;

c) For two separate one-week periods (Monday through Sunday) each calendar year during the publicly advertised operational hours of the Park each day, to be chosen by mutual agreement between the parties at least 21 days in advance, for HCCA's youth cricket camps, which shall be open and available to non-HCCA members;
d) HCCA may, at its sole discretion, allow other individuals or groups to use the Cricket Complex during the Reserved Period without waiving its rights under this section; and
e) HCCA may organize events, including games and tournaments, at the Cricket Complex within the Reserved Period.

2) Original Nets: HCCA shall have exclusive use of the Original Nets that were constructed under the Original Agreement as follows:
   a) Weekends, Saturday and Sunday, during the publicly advertised operational hours of the Park; and
   b) Upon completion of the New Nets identified below, on weekdays, Monday through Friday during the publicly advertised operational hours of the Park.

B. General Public's Use of Cricket Complex. The following terms shall apply to the general public's use of the Cricket Complex:

1) Cricket Field and Main Pitch:
   a) At all times other than the Reserved Period, individuals and small groups of up to five individuals, including HCCA members that may be using the Cricket Field and Main Pitch during General Public use periods, may use the cricket field on a first-come, first-served basis or as otherwise managed by a County implemented reservation system as set out hereunder. The parties agree and acknowledge that the intent of this small group limitation is to prevent use of the Cricket Field and Main Pitch for purposes of organized training sessions, team practices and/or team play so that members of the General Public are not precluded from using the Cricket Field and Main Pitch at all times other than the Reserved Period. It is understood and acknowledged that, due to wear and tear, County may restrict use of the Main Pitch during non-reserved periods in order to help ensure longevity of the Main Pitch and immediate adjacent surrounding area.
   b) Up to four hours during the week, as determined by the County in its sole discretion, for organized cricket related activities for individuals and small groups in excess of five individuals;
   c) On Saturday and Sunday of the following holiday weekends: Memorial Day, 4th of July, Labor Day, and Thanksgiving;
   d) Two additional weekends (Saturday and Sunday) each calendar year, for which County and HCCA will coordinate and confirm those weekends no later than January 15 of each calendar year;
   e) County may choose, at its sole discretion, to implement and manage a fee-based reservation system for general public use of the Cricket Field and Main Pitch for time periods that do not conflict with the Reserved Period; and

f) As owner of the Park, County may, at its sole discretion, stipulate additional rules and guidelines when necessary to help manage peak general public usage periods and to ensure good condition of the Cricket Field and Main Pitch.

2) New Nets: The general public may use the New Nets, as described hereinbelow, on weekends and weekdays during the publicly advertised operational hours of the Park, as managed by the County. County may choose, at its sole discretion, to implement and manage a fee-based reservation system for general public's use of the New Nets for time periods that do not conflict with the Reserved Period. The parties acknowledge that the general public's use of the New Nets may coincide with HCCA's Reserved Period for the Cricket Field and Main Pitch, but such use will not affect or preclude HCCA's use of the Cricket Field and Main Pitch during the Reserved Period or HCCA's use of the Original Nets.

C. Signage.

1) At appropriate locations within the Cricket Complex and the Park, County may post signs stating HCCA's Reserved Period, as well as other information related to the Cricket Complex and general public use;
2) With prior approval from the County's Parks Director, County will also provide a specific location for HCCA to install requested signage relating to the Cricket Complex. This signage must comply with all applicable code and rules in effect at the time of installation; and
3) HCCA will be permitted to maintain the small donor acknowledgement plaque in its present location, which was installed next to the Cricket Complex pursuant to the Original Agreement.

D. Rules and Regulations of Use. All use of the Cricket Complex is subject to County's established Park Rules and Regulations (https://www.wilco.org/Departments/Parks-Recreation/Rules-and-Regulations). County hereby acknowledges that any standards of conduct set by HCCA for members of their organization are separate and apart from County rules and regulations and shall not be the County's responsibility to enforce.

IV. HCCA COMMITMENTS AND OBLIGATIONS

A. New Nets. Within one hundred-twenty (120) calendar days from the Effective Date hereof, HCCA will either provide necessary funding to County to construct at least two new lanes of new net facilities or HCCA will independently contract, fund and complete the construction of at least two new lanes of new net facilities ("New Nets"). The proposed design and location of the New Nets must be presented to County for approval in advance of the commencement of any construction. Upon completion, the New Nets will be:

1) Managed and maintained by the County;
2) Made available for General Public use during the publicly advertised operational hours of the Park:

a) County may require and collect use fees for the general public's use of the New Nets.
b) County may require advanced reservations to secure use of the New Nets by the general public.

B. HCCA Maintenance. HCCA will conduct and provide the following maintenance on the Cricket Complex for the term of this Amended and Restated Agreement:

1) Any necessary topsoil and reseeding of the cricket field;
2) Maintenance of main pitch;
3) Maintenance of Original Nets and associated facilities;
4) Maintenance of the storage shed;
5) Wicket maintenance, repair, and replacement where and when necessary; and
6) Painting of or touch-ups to boundary lines of the cricket field.

Notwithstanding the above, HCCA is not responsible for watering or cutting of grass except as requested by County during a period of drought, as set forth herein. At all times, HCCA will determine the timing of maintenance and repairs, which maintenance tasks are necessary, and when replacement of field elements or equipment is appropriate, provided, however, if safety of users becomes compromised due to a lack of maintenance; if the Cricket Complex is not kept in a condition that a similarly situated cricket field and equipment should be kept for safe and productive play; or if HCCA's lack of maintenance causes the Cricket Complex to be incapable of use for its intended purposes, the County will insist appropriate maintenance and repairs are conducted and HCCA hereby agrees to immediately maintain and make any appropriate repairs. HCCA's performance of maintenance tasks does not waive County's obligations to provide maintenance and repairs, as required herein.

C. HCCA's Miscellaneous Commitments and Obligations. HCCA shall also:

1) Promote youth cricket and positive coaching at the Cricket Complex;
2) Provide advertising, promotion, and administration necessary to facilitate hosted events and, where events involve other venues, endeavor to maximize the number of participants and audience who visit and use the Cricket Complex and the Park;
3) Not interfere with County's management and assessment of fees for general public use of the Cricket Complex during times outside the Reserved Period;
4) Refrain from using the ground after heavy rains when such usage would adversely affect field conditions;
5) Make its best efforts to assist County with watering in periods of heavy drought, when the County so requests;
6) Not permit at the Park any disorderly conduct or practice in violation of any federal, state or municipal laws, rules, regulations or ordinances or of a sort likely to bring discredit upon Williamson County or its governing body, or which, in the opinion of the County, are contrary to good morals or that are otherwise objectionable; and

7) Ensure that notice is given to all its members, contractors, subcontractors, volunteers, and any other party associated with HCCA that any access to non-public or non-paved areas of the Park with a motorized vehicle or equipment are approved in advance by the County and that crossing the train tracks with a motorized vehicle or equipment is not allowed except at designated and marked vehicle crossing locations and that all applicable traffic laws are to be followed at all times within the Park. In accordance with this provision, HCCA hereby agrees to be responsible for coordinating and ensuring the funding of any necessary track repairs resulting from prohibited motorized vehicle or equipment crossings by any of HCCA's members, contractors, subcontractors, volunteers or any other party associated with HCCA.

V. COUNTY COMMITMENT AND OBLIGATIONS

A. County hereby agrees to the following commitments and obligations:

1) Assume maintenance and management responsibilities of the New Nets following construction;
2) Except as otherwise set forth herein, assume management of the Cricket Complex during general public use time periods;
3) Conduct the following maintenance for the term of this Amended and Restated Agreement:
    a) Regular watering and cutting of the cricket field grass, on a reasonable schedule to be determined by County;
    b) Watering and cutting of the cricket field grass for specific events, as requested by HCCA in advance of events and to be coordinated with County at least 21 days in advance;
    c) Cleaning and upkeep of the Park parking spaces and restrooms in the proximity of the Cricket Complex.
    d) To the extent possible and reasonably practical, provide and make available existing Park parking spaces and restroom facilities for cricket related events, provided HCCA coordinates and schedules such events with the County at least 21 days in advance;
    e) Help ensure authorized, safe and appropriate use of the Cricket Complex during general public use; provided, however, HCCA shall be responsible to ensure authorized, safe and appropriate use of the Cricket Complex during any Reserved Period;
    f) Refrain from leasing or reserving the Cricket Complex or any component for other users in any way that violates this Amended and Restated Agreement; and
    g) Permit HCCA to provide volunteer or fee-based coaching and instruction to all its members during the Reserved Period.

HCCA hereby acknowledges and agrees that County's performance of maintenance tasks does not waive County's obligations to provide maintenance and repairs, as required herein.

VI. TERM

Subject to the termination rights set out herein, this Amended and Restated Agreement shall continue in full force and effect until December 31, 2028. In the event the County wishes to relocate the Cricket Complex or any portion thereof prior to the termination of this Amended and Restated Agreement, County shall provide, using its best efforts, a mutually agreeable ground that would be reasonably equal or similar to the current location of the Cricket Complex, and all other terms and conditions of this Amended and Restated Agreement shall remain in place unless changed by mutual written agreement.

VII. REPRESENTATIONS

A. County Representations. County represents that it has not entered into any agreements conflicting with this Amended and Restated Agreement and that it has full freedom and authority to enter this Amended and Restated Agreement. County represents that, to the best of its knowledge and belief, entering this Amended and Restated Agreement does not violate any County responsibilities to the public or state or federal laws. County believes it has the funding to support its obligations under this Amended and Restated Agreement; provided, however, the obligations of the County under this Amended and Restated Agreement do not constitute a general obligation or indebtedness of County for which County is obligated to levy, pledge, or collect any form of taxation. In addition to the any other termination rights hereunder, it is understood and agreed by the parties that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question, and that County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

B. HCCA Representations. HCCA represents that it has not entered into any agreements conflicting with this Amended and Restated Agreement and that it has full freedom and authority to enter this Amended and Restated Agreement. HCCA represents that, to the best of its knowledge and belief, entering this Amended and Restated Agreement does not violate any HCCA responsibilities to the public or state or federal laws. HCCA believes it has the funding to support its obligations under this Amended and Restated. HCCA further represents that is a Texas non-profit 501(c3) corporation in good standing with state and federal agencies and that it intends to maintain and use the Cricket Complex solely to promote the sport of cricket among the public in and around Williamson County, including but not limited to, by organizing teams, engaging in coaching, hosting games and tournaments, and actively promoting its activities among the public.

VIII. TERMINATION FOR BREACH

If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Amended and Restated Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured

within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Amended and Restated Agreement. If the Breaching party begins a good faith attempt to cure the Event of Breach within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking any remedies available at law or in equity, terminate this Amended and Restated Agreement.

IX. TERMINATION FOR CONVENIENCE

Either party may terminate this Amended and Restated Agreement for convenience and without cause or further liability upon one (1) year's written notice to the other party. No penalty will be assessed for a party's termination of this Amended and Restated Agreement for convenience.

X. INDEMNITY

HCCA EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS (THE FOREGOING ARE COLLECTIVELY REFERRED TO HEREIN AS "COUNTY"), HARMLESS FROM AND AGAINST ALL CLAIMS, LAWSUITS AND RELATED EXPENSES IN ANY MANNER ARISING OUT OF THE USE OF THE PARK AND ALL ACTIVITIES OF HCCA, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS INCIDENT TO THIS AGREEMENT. HCCA WAIVES AND RELEASES ANY CAUSE OF ACTION OR RIGHT OF RECOVERY WHICH HCCA MAY HAVE AGAINST COUNTY FOR ANY LOSS OR DAMAGE TO HCCA'S PERSONAL PROPERTY LOCATED AT THE PARK.

XI. LIMITATION OF LIABILITY

A. IN NO EVENT SHALL HCCA OR COUNTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF GOODWILL.

B. TO THE EXTENT AUTHORIZED BY LAW, COUNTY HEREBY AGREES TO HOLD HARMLESS HCCA FROM ALL CLAIMS, LAWSUITS AND RELATED EXPENSES ARISING OUT OF THE GENERAL PUBLIC'S USE OF THE NEW NETS ONCE CONSTRUCTED BY HCCA AND FROM ALL CLAIMS, LAWSUITS AND RELATED EXPENSES ARISING OUT OF THE GENERAL PUBLIC'S USE OF THE CRICKET COMPLEX DURING TIMES OUTSIDE OF THE RESERVED PERIOD. THIS PROVISION SHALL NOT AFFECT THE NO WAIVER OF IMMUNITIES PROVISION SET OUT HEREIN.

XII. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing the obligations required of it under the terms of this Amended and Restated Agreement, HCCA will comply with all applicable federal, state, county and city ordinances, rules and regulations, now and hereafter in force, which are applicable to the HCCA's operation of the events and performance hereunder. HCCA will also observe and comply with all rules as may be prescribed by the County 's Parks Director.

XIII. HCCA POINT OF CONTACT

The primary and official contact for HCCA will be the then current President. The HCCA will provide written notice to County of the name and address of the person holding said office. HCCA will give written notice to County of subsequent change in said office.

XIV. NOTICES

Any notice herein provided to be given to County shall be mailed to:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas, 78626

With copy to: Williamson County Parks Director
219 Perry Mayfield
Leander, TX 78641

The name and address to which any notice herein provided to be given to HCCA shall be mailed:

Hill Country Cricket Association
8710 Sea Ash Circle
Round Rock, TX 78681

In the event a party's address changes, such party must immediately notify the other party, in writing, of such change. All notices must be sent by registered or certified United States Mail, return receipt requested, postage prepaid, addressed as herein provided, and shall, for the purposes of this Amended and Restated Agreement, be deemed to have been received by the addressee on the business day next following the date of mailing.

XV. VENUE AND GOVERNING LAW

Each party to this Amended and Restated 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 Amended and Restated Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Amended and Restated Agreement is governed by the laws of the United States, this Amended and Restated Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XVI. RELATIONSHIP OF THE PARTIES

Each party to this Amended and Restated Agreement, in the performance of this Amended and Restated 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.

XVII. NO WAIVER OF IMMUNITIES

Nothing in this Amended and Restated Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XVIII. NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Amended and Restated Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall he in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

XIX. EXTENT AND EFFECT OF AMENDED AND RESTATED AGREEMENT

This Amended and Restated agreement shall replace, supplant, and supersede the Original Agreement as of the Effective Date hereof. HCCA hereby acknowledges and agrees that this

Amended and Restated Agreement controls and affects the existing improvements described herein as being a part of the Cricket Complex and that it does not preclude County from constructing cricket improvements not described as a part of this Amended and Restated Agreement, nor does it control, touch or concern any future cricket related improvements not described as a part of this Amended and Restated Agreement that may be constructed by County in the future.

XX. AMENDMENTS; ENTIRE AGREEMENT & EFFECTIVE DATE

Any oral representations or modifications concerning this Amended and Restated Agreement are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto. This Amended and Restated Agreement constitutes the entire agreement between the County and the HCCA. If any portion of this Amended and Restated Agreement at any time or to any extent is held invalid or unenforceable, the remainder of this Amended and Restated Agreement will not be affected thereby.

IN WITNESS WHEREOF, this instrument, in duplicate originals, has been executed by the parties hereto as follows to be effective as of the date of the last party's execution ("Effective Date"):

a. It has been executed by the County Judge of the County, on behalf of the County pursuant to an Order of the Commissioners Court of the County so authorizing.

b. It has been executed by the President of HCCA, pursuant to a resolution of the governing body of said HCCA so authorizing.

HILL COUNTRY CRICKET ASSOCIATION	WILLIAMSON COUNTY, TEXAS
Srikanth Bandlamudi, President	Bill Gravell, Jr., County Judge
Date: Dec 16, 2021	Date: _____ ____, 2021

Exhibit "A"

Cricket Complex

Commissioners Court - Regular Session **48.**

Meeting Date: 01/11/2022

Private Donation

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation of a donation to Berry Springs Park.

Background

This donation to Berry Springs is through private donations.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	01/06/2022 11:35 AM
Form Started By: Becky Pruitt		Started On: 01/06/2022 11:27 AM
Final Approval Date: 01/06/2022		

Commissioners Court - Regular Session **49.**

Meeting Date: 01/11/2022

Approval of Agreement for Microsoft Enterprise License Renewal from SHI Government Solutions, Inc. IT

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 FY22 renewal of Microsoft EA Licenses with SHI Government Solution, Inc.in the amount of $820,686.36 pursuant to DIR Contract #DIR-TSO-4092 to support the operations of the Williamson County ITS Department.

Background

This is the annual renewal for the Enterprise License Agreement for Microsoft 365 Office products such as Word, Excel, PowerPoint, etc. Coverage term is from February 1st, 2022 through January 31st, 2023. Quote is attached. IT, legal, contract audit and budget have reviewed this purchase. This expenditure will be charged to FY22 01.0100.0503.004208. Department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 06:05 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:42 AM
Form Started By: Erica Smith		Started On: 01/04/2022 03:31 PM
Final Approval Date: 01/06/2022		

Government Solutions

Pricing Proposal

Quotation #:	[redacted]
Description:	Microsoft EA - Year 3 Payment [redacted]
Reference #:	EA# [redacted]
Created On:	Dec-30-2021
Valid Until:	Jan-28-2022

WILLIAMSON COUNTY INFORMATION TECHNOLOGY SERVICES

[redacted]
301 SE INNERLOOP
S 105
ATTN: ACCOUNTS PAYABLE
Georgetown, TX 78626
United States
Phone:
Fax:
Email: [redacted]

Inside Account Manager

Jonathan Gaudet
3828 Pecana Trail
Austin, TX 78749
Phone: (800) 870-6079 Option 2
Fax: 512-732-0232
Email: Jonathan_Gaudet@shi.com

Click here to order this quote

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	O365GCCF1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	622	$32.76	$20,376.72
2	ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	50	$36.15	$1,807.50
3	Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	3	$271.30	$813.90
4	O365GCCE1FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R6-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	212	$63.72	$13,508.64
5	WinSvrSTDCore ALNG SA MVL 16Lic CoreLic Microsoft - Part#: 9EM-00267 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	1	$137.52	$137.52
6	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software VAR	37	$17.52	$648.24

Contract #: DIR-TSO-4092
Coverage Term: Feb-01-2022 – Jan-31-2023
Note: Year 3 of 3

7	SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	144	$48.30	$6,955.20
8	O365GCCE3 ShrdSvr ALNG SU MVL O365GCCE1 PerUsr Microsoft - Part#: AAA-11919 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	212	$135.67	$28,762.04
9	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	1173	$180.50	$211,726.50
10	EntMobandSecE3Full GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-32907 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	1077	$92.89	$100,042.53
11	WinE5 for use wGCC ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-98559 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	738	$113.42	$83,703.96
12	WinE5 for use wGCC ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-98559 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	951	$118.80	$112,978.80
13	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	5	$90.32	$451.60
14	O365AdvThrtPrtctPln2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: GLN-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	1500	$45.20	$67,800.00
15	VisioPlan1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: HWT-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	3	$45.22	$135.66
16	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Microsoft Software VAR	1	$0.00	$0.00

	Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**			
17	EntMobandSecE3FullKGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQV-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	622	$26.60	$16,545.20
18	EMSE5FullGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQY-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	212	$157.40	$33,368.80
19	CloudAppSecGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRA-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	212	$0.00	$0.00
20	AzureATPUsersGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRC-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	212	$0.00	$0.00
21	VisioOnInP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	50	$135.66	$6,783.00
22	O365GCCE5FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T2P-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	212	$339.50	$71,974.00
23	VisioOnInP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	2	$135.66	$271.32
24	CloudAppSecGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRA-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	107	$0.00	$0.00
25	AzureATPUsersGCC ShrdSvr ALNG SubsVL MVL AddOn toEMSE5GCC Microsoft - Part#: MRC-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	107	$0.00	$0.00
26	EMSE5FullGCC ShrdSvr ALNG SU MVL EntMobandSecE3GCC PerUsr Microsoft - Part#: MQY-00002 Contract Name: Microsoft Software VAR	107	$65.76	$7,036.32

	Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**			
27	MeetingRoomGCC ShrdSvr ALNG SubsVL MVL PerDvc Microsoft - Part#: MQH-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	5	$138.48	$692.40
28	O365GCCE5 ShrdSvr ALNG SU MVL O365GCCE3 PerUsr Microsoft - Part#: T2N-00005 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	127	$161.16	$20,467.32
29	DmstcCallingPGCC ShrdSvr ALNG SubsVL MVL PerUsr 120min Microsoft - Part#: LM9-00003 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	5	$63.36	$316.80
30	O365GCCE5 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: T2N-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	10	$374.28	$3,742.80
31	EntMobandSecE3FullKGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQV-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	15	$26.59	$398.85
32	EntMobandSecE5Full GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQY-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	20	$157.39	$3,147.80
33	EntMobandSecE3Full GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-32907 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	50	$92.88	$4,644.00
34	O365GCCF1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	15	$32.76	$491.40
35	ExchgOnlnP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: Feb-01-2022 – Jan-31-2023 **Note: Year 3 of 3**	15	$36.14	$542.10
36	VisioProforO365G ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR	3	$138.48	$415.44

Contract #: DIR-TSO-4092
Coverage Term: Feb-01-2022 – Jan-31-2023
Note: Year 3 of 3

Total $820,686.36

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address, Quote Number, and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Commissioners Court - Regular Session **50.**

Meeting Date: 01/11/2022

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 including an update from TxDOT.

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	12/17/2021 04:37 PM
Form Started By: Vicky Edwards		Started On: 12/14/2021 04:34 PM
Final Approval Date: 12/17/2021		

Commissioners Court - Regular Session **51.**

Meeting Date: 01/11/2022

Award IFB #22IFB39 CR 111 (Westinghouse Road) and CR 110 North, Road Bond

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #22IFB39 CR 111 (Westinghouse Road) and CR 110 North to Capital Excavation and authorizing the execution of the agreement. Funding Source is P292.

Background

The Purchasing Department solicited sealed bids for IFB #22IFB39 CR 111 (Westinghouse Road) and CR 110 North. Fifty-One (51) suppliers participated in the solicitation of which two (2) suppliers submitted a bid. The bids have been reviewed and the apparent low bid (Capital Excavation) was found to be responsive and materially balanced. Capital Excavation was $160,636.42 lower than the Engineers Estimate, a cost savings of 0.8%. In addition to meeting the bid qualifications subject to being low bidder, Capital Excavation is currently the Contractor on North Mays Extension project and has successfully completed past projects for Williamson County including County Road 300/301, County Road 214, and Ronald Reagan South Phase I. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we therefor concur with the recommendation of the Design Engineer, Steger Bizzell, for award of the CR 111 Westinghouse Rd construction contract to Capital Excavation in the contract amount of $21,024,332.88. Department Point of Contact will be Pat Womack.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	01/06/2022 10:57 AM
County Judge Exec Asst.	Becky Pruitt	01/06/2022 11:02 AM
Form Started By: Kim Chappius		Started On: 01/06/2022 08:56 AM
Final Approval Date: 01/06/2022		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

January 5, 2022

Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 111 Westinghouse Rd
Williamson County Project No. 22IFB39
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and the apparent low bid (Capital Excavation) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Capital Excavation	$21,024,332.88
2.	Jordan Foster Construction	$22,655,717.36

The lowest bidder was $160,636.42 lower than the Engineers Estimate, a cost savings of 0.8%. The bidding was competitive with the lowest two bidders being within 7.8% of each other.

In addition to meeting the bid qualifications subject to being low bidder, Capital Excavation is currently the Contractor on North Mays Extension project and has successfully completed past projects for Williamson County including County Road 300/301, County Road 214, and Ronald Regan South Phase I. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we therefor concur with the recommendation of the Design Engineer, Steger Bizzel, for award of the CR 111 Westinghouse Rd construction contract to Capital Excavation in the contract amount of $21,024,332.88.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

CC: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
22IFB39 CR 111 Westinghouse Rd
December 15, 2021

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Capital Excavation	$ 21,024,332.88	1	($160,636.42)	-0.8%	$ -	0.0%
Jordan Foster Construction, LLC	$ 22,655,717.36	2	$1,470,748.06	6.9%	$ 1,631,384.48	7.8%

Williamson County Road Bond Program
22IFB39 CR 111 Westinghouse Rd
December 15, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		Jordan Foster Construciton, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	250.50	STA	5,000.00	$ 1,252,500.00	300.00	$ 75,150.00	4,000.00	$ 1,002,000.00
2	106-6002	OBLITERATING ABANDONDED ROADWAY	23,690.00	SY	4.75	$ 112,527.50	0.80	$ 18,952.00	3.98	$ 94,286.20
3	110-6001	EXCAVATION (ROADWAY)	117,706.00	CY	8.50	$ 1,000,501.00	9.00	$ 1,059,354.00	12.50	$ 1,471,325.00
4	132-6003	EMBANKMENT (FINAL) (ORD COMP) (TY B)	45,999.00	CY	8.00	$ 367,992.00	10.25	$ 471,489.75	6.30	$ 289,793.70
5	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	177,320.00	SY	1.15	$ 203,918.00	3.07	$ 544,372.40	1.75	$ 310,310.00
6	161-WC001	EROSION CONTROL COMPOST (3")	74,400.00	SY	3.45	$ 256,680.00	3.00	$ 223,200.00	1.18	$ 87,792.00
7	162-WC103	MULCH TOPDRESSING (5")	37,133.00	SY	5.75	$ 213,514.75	5.00	$ 185,665.00	1.65	$ 61,269.45
8	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	74,271.00	SY	0.46	$ 34,164.66	0.18	$ 13,368.78	0.19	$ 14,111.49
9	164-WC07	SEEDING FOR EROSION CONTROL (TY 7)	37,267.00	SY	0.50	$ 18,633.50	1.15	$ 42,857.05	1.18	$ 43,975.06
10	164-WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM)(TY 11)	222,801.00	SY	0.69	$ 153,732.69	0.18	$ 40,104.18	0.18	$ 40,104.18
11	166-6001	FERTILIZER (CR 110)	7.70	AC	900.00	$ 6,930.00	3,820.00	$ 29,414.00	2,600.00	$ 20,020.00
12	166-6002	FERTILIZER (CR 111)	9.28	TON	1,109.95	$ 10,300.34	15,200.00	$ 141,056.00	2,500.00	$ 23,200.00
13	168-WC01	VEGETATIVE WATERING	4,829.00	MG	18.00	$ 86,922.00	29.85	$ 144,145.65	29.00	$ 140,041.00
14	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	40,000.00	SY	0.90	$ 36,000.00	1.45	$ 58,000.00	1.50	$ 60,000.00
15	169-6006	SOIL RETENTION BLANKETS (CL 2) (TY F)	5,430.00	SY	1.25	$ 6,787.50	7.80	$ 42,354.00	2.80	$ 15,204.00
16	247-6044	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	46,257.00	CY	70.00	$ 3,237,990.00	41.00	$ 1,896,537.00	43.00	$ 1,989,051.00
17	260-6002	LIME (HYDRATED LIME (SLURRY))	2,407.00	TON	125.00	$ 300,875.00	148.00	$ 356,236.00	200.00	$ 481,400.00
18	260-6027	LIME TRT (EXST MATL) (8")	18,433.00	SY	3.05	$ 56,220.65	2.90	$ 53,455.70	4.25	$ 78,340.25
19	260-6073	LIME TRT (SUBGRADE)(8")	115,225.00	SY	4.25	$ 489,706.25	2.90	$ 334,152.50	3.75	$ 432,093.75
20	310-6001	PRIME COAT (MULTI OPTION)	20,391.00	GAL	4.00	$ 81,564.00	3.90	$ 79,524.90	3.80	$ 77,485.80
21	310-6005	PRIME COAT (AE-P)	2,842.00	GAL	7.54	$ 21,428.68	3.90	$ 11,083.80	3.80	$ 10,799.60
22	316-6005	ASPH (TIER II)	6,472.00	GAL	3.54	$ 22,910.88	4.55	$ 29,447.60	4.60	$ 29,771.20
23	316-6193	AGGR (TY - D GR - 5 SAC - B)	715.70	CY	130.00	$ 93,041.00	151.00	$ 108,070.70	155.00	$ 110,933.50
24	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	25,305.00	GAL	3.40	$ 86,037.00	4.55	$ 115,137.75	4.60	$ 116,403.00
25	351-6004	FLEXIBLE PAVEMENT STRUCTURE REPAIR(8")	500.00	SY	55.00	$ 27,500.00	62.50	$ 31,250.00	65.00	$ 32,500.00
26	354-6041	PLAN ASPH CONC PAV (1.5")	2,273.00	SY	1.75	$ 3,977.75	2.85	$ 6,478.05	3.00	$ 6,819.00
27	354-6044	PLANE ASPH CONC PAV (7")	386.00	SY	4.75	$ 1,833.50	15.60	$ 6,021.60	20.00	$ 7,720.00
28	402-6001	TRENCH EXCAVATION PROTECTION	538.00	LF	3.00	$ 1,614.00	17.45	$ 9,388.10	1.70	$ 914.60
29	432-6002	RIPRAP (CONC)(5 IN)	888.00	CY	445.00	$ 395,160.00	540.00	$ 479,520.00	525.00	$ 466,200.00
30	432-6003	RIPRAP (CONC)(6 IN W/ 6 X 6 X #6 WELDED WIRE)	558.00	CY	525.00	$ 292,950.00	560.00	$ 312,480.00	460.00	$ 256,680.00
31	432-6031	RIPRAP (STONE PROTECTION) (12 IN)	2,116.00	CY	152.46	$ 322,605.36	143.00	$ 302,588.00	148.00	$ 313,168.00
32	432-6045	RIPRAP (MOW STRIP) (4 IN)	58.00	CY	475.51	$ 27,579.58	690.00	$ 40,020.00	525.00	$ 30,450.00
33	460-6002	CMP (GAL STL 18 IN)	367.00	LF	51.00	$ 18,717.00	105.00	$ 38,535.00	125.00	$ 45,875.00
34	460-6003	CMP (GAL STL 24 IN)	673.00	LF	68.00	$ 45,764.00	115.00	$ 77,395.00	132.00	$ 88,836.00
35	462-6004	CONC BOX CULV (4 FT X 3 FT)	180.00	LF	252.50	$ 45,450.00	350.00	$ 63,000.00	360.00	$ 64,800.00
36	462-6007	CONC BOX CULV (5 FT X 3 FT)	600.00	LF	318.00	$ 190,800.00	420.00	$ 252,000.00	390.00	$ 234,000.00
37	462-6010	CONC BOX CULV (6 FT X 3 FT)	2,371.00	LF	360.00	$ 853,560.00	465.00	$ 1,102,515.00	460.00	$ 1,090,660.00
38	464-6003	RC PIPE (CL III) (18 IN)	4,409.00	LF	72.50	$ 319,652.50	80.00	$ 352,720.00	78.00	$ 343,902.00
39	464-6005	RC PIPE (CL III) (24 IN)	2,125.00	LF	90.00	$ 191,250.00	100.00	$ 212,500.00	130.00	$ 276,250.00
40	464-6007	RC PIPE (CL III)(30 IN)	3,095.00	LF	110.00	$ 340,450.00	135.00	$ 417,825.00	122.00	$ 377,590.00
41	464-6008	RC PIPE (CL III)(36 IN)	1,439.00	LF	120.00	$ 172,680.00	155.00	$ 223,045.00	155.00	$ 223,045.00
42	464-6009	RC PIPE (CL III)(42 IN)	174.00	LF	160.00	$ 27,840.00	183.00	$ 31,842.00	220.00	$ 38,280.00
43	465-6005	JCTBOX(COMPL)(PJB)(3FTX3FT)	1.00	EA	4,000.00	$ 4,000.00	4,380.00	$ 4,380.00	3,800.00	$ 3,800.00
44	465-6006	JCTBOX(COMPL)(PJB)(4FTX4FT)	3.00	EA	5,000.00	$ 15,000.00	4,690.00	$ 14,070.00	6,400.00	$ 19,200.00
45	465-6014	INLET (COMPL)(PCO)(3FT)(LEFT)	3.00	EA	5,750.00	$ 17,250.00	7,200.00	$ 21,600.00	7,700.00	$ 23,100.00
46	465-6015	INLET (COMPL)(PCO)(3FT)(RIGHT)	5.00	EA	5,250.00	$ 26,250.00	6,500.00	$ 32,500.00	7,000.00	$ 35,000.00
47	465-6016	INLET (COMPL)(PCO)(3FT)(BOTH)	25.00	EA	5,900.00	$ 147,500.00	7,000.00	$ 175,000.00	7,500.00	$ 187,500.00
48	465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	1.00	EA	5,200.00	$ 5,200.00	4,680.00	$ 4,680.00	5,100.00	$ 5,100.00
49	466-6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	3.00	EA	3,150.00	$ 9,450.00	2,190.00	$ 6,570.00	10,000.00	$ 30,000.00

Williamson County Road Bond Program
22IFB39 CR 111 Westinghouse Rd
December 15, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		Jordan Foster Construciton, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
50	466-6007	HEADWALL (CH - FW - 0) (DIA= 30 IN)	1.00	EA	485.00	$ 485.00	8,300.00	$ 8,300.00	10,200.00	$ 10,200.00
51	466-6009	HEADWALL (CH - FW - 0) (DIA= 36 IN)	1.00	EA	6,200.00	$ 6,200.00	5,900.00	$ 5,900.00	10,800.00	$ 10,800.00
52	466-6010	HEADWALL (CH - FW - 0) (DIA= 42 IN)	2.00	EA	7,300.00	$ 14,600.00	7,300.00	$ 14,600.00	13,500.00	$ 27,000.00
53	466-6022	HEADWALL (CH - FW - 15) (DIA= 30 IN)	2.00	EA	7,475.00	$ 14,950.00	7,200.00	$ 14,400.00	13,000.00	$ 26,000.00
54	466-6054	HEADWALL (CH - FW - 45) (DIA= 36 IN)	1.00	EA	9,200.00	$ 9,200.00	18,400.00	$ 18,400.00	17,500.00	$ 17,500.00
55	466-6132	HEADWALL (CH - PW - S) (DIA= 30 IN)	1.00	EA	9,400.00	$ 9,400.00	8,800.00	$ 8,800.00	13,500.00	$ 13,500.00
56	466-6134	HEADWALL (CH - PW - S) (DIA= 36 IN)	1.00	EA	7,250.00	$ 7,250.00	16,500.00	$ 16,500.00	16,000.00	$ 16,000.00
57	466-6165	WINGWALL (FW - S) (HW=4 FT)	3.00	EA	10,700.00	$ 32,100.00	10,900.00	$ 32,700.00	26,500.00	$ 79,500.00
58	466-6179	WINGWALL (PW-1) (HW = 4 FT)	5.00	EA	9,750.00	$ 48,750.00	10,500.00	$ 52,500.00	16,500.00	$ 82,500.00
59	466-6207	WINGWALL (SW - 0) (HW=4 FT)	3.00	EA	12,405.00	$ 37,215.00	9,100.00	$ 27,300.00	17,000.00	$ 51,000.00
60	467-6014	SET (TY I) (36 IN) (3: 1) (C)	1.00	EA	6,700.00	$ 6,700.00	2,620.00	$ 2,620.00	4,300.00	$ 4,300.00
61	467-6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	2.00	EA	1,450.00	$ 2,900.00	1,750.00	$ 3,500.00	1,600.00	$ 3,200.00
62	467-6357	SET (TY II) (18 IN) (RCP) (3: 1) (P)	1.00	EA	1,450.00	$ 1,450.00	2,170.00	$ 2,170.00	1,650.00	$ 1,650.00
63	467-6363	SET (TY II) (18 IN) (RCP) (6:1) (P)	60.00	EA	1,040.00	$ 62,400.00	1,980.00	$ 118,800.00	1,850.00	$ 111,000.00
64	467-6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	36.00	EA	1,470.00	$ 52,920.00	2,170.00	$ 78,120.00	2,400.00	$ 86,400.00
65	467-6422	SET (TY II) (30 IN) (RCP) (6: 1) (C)	1.00	EA	2,500.00	$ 2,500.00	2,270.00	$ 2,270.00	3,500.00	$ 3,500.00
66	467-6423	SET (TY II) (30 IN) (RCP) (6: 1) (P)	13.00	EA	2,500.00	$ 32,500.00	4,240.00	$ 55,120.00	4,400.00	$ 57,200.00
67	467-6454	SET (TY II) (36 IN) (RCP) (6: 1) (P)	10.00	EA	4,550.00	$ 45,500.00	5,600.00	$ 56,000.00	5,400.00	$ 54,000.00
68	496-6016	REMOV STR (PIPE)	17.00	EA	415.00	$ 7,055.00	310.00	$ 5,270.00	2,700.00	$ 45,900.00
69	500-6001	MOBILIZATION	1.00	LS	1,535,250.00	$ 1,535,250.00	1,300,000.00	$ 1,300,000.00	1,900,000.00	$ 1,900,000.00
70	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	22.00	MO	8,000.00	$ 176,000.00	2,110.00	$ 46,420.00	5,300.00	$ 116,600.00
71	506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	610.00	LF	23.36	$ 14,249.60	30.75	$ 18,757.50	31.00	$ 18,910.00
72	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	1,040.00	LF	30.00	$ 31,200.00	30.75	$ 31,980.00	31.00	$ 32,240.00
73	506-6011	ROCK FILTER DAMS (REMOVE)	1,040.00	LF	9.00	$ 9,360.00	17.45	$ 18,148.00	17.50	$ 18,200.00
74	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	240.00	SY	20.00	$ 4,800.00	15.40	$ 3,696.00	15.50	$ 3,720.00
75	506-6024	CONSTRUCTION EXITS (REMOVE)	240.00	SY	9.25	$ 2,220.00	11.30	$ 2,712.00	11.50	$ 2,760.00
76	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	195.00	LF	2.50	$ 487.50	4.10	$ 799.50	4.25	$ 828.75
77	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	195.00	LF	0.67	$ 130.65	1.05	$ 204.75	1.00	$ 195.00
78	506-6040	BIODEG EROSN CONT LOGS (INSTL) (8")	23,660.00	LF	3.50	$ 82,810.00	3.60	$ 85,176.00	3.65	$ 86,359.00
79	506-6041	BIODEGRADABLE EROSION CONTROL LOGS (INSTALL) (12")	3,350.00	LF	4.30	$ 14,405.00	4.10	$ 13,735.00	4.25	$ 14,237.50
80	506-6043	BIODEG EROSN CONT LOGS (REMOVE)	23,660.00	LF	0.85	$ 20,111.00	1.05	$ 24,843.00	1.05	$ 24,843.00
81	508-6001	CONSTRUCTION DETOURS	3,775.00	SY	70.00	$ 264,250.00	50.30	$ 189,882.50	65.00	$ 245,375.00
82	512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	1,240.00	LF	37.50	$ 46,500.00	17.50	$ 21,700.00	42.00	$ 52,080.00
83	512-6010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	120.00	LF	49.75	$ 5,970.00	17.50	$ 2,100.00	80.00	$ 9,600.00
84	512-6057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	1,240.00	LF	10.00	$ 12,400.00	17.50	$ 21,700.00	10.00	$ 12,400.00
85	512-6058	PORT CTB (REMOVE)(LOW PROF)(TY 2)	120.00	LF	22.00	$ 2,640.00	17.50	$ 2,100.00	12.00	$ 1,440.00
86	528-6001	COLORED TEXTURED CONC (4")	954.00	SY	75.00	$ 71,550.00	112.00	$ 106,848.00	70.00	$ 66,780.00
87	529-6008	CONC CURB & GUTTER (TY II)	27,911.00	LF	21.00	$ 586,131.00	17.00	$ 474,487.00	16.00	$ 446,576.00
88	529-6038	CONC CURB (RIBBON)	616.00	LF	20.00	$ 12,320.00	20.40	$ 12,566.40	23.00	$ 14,168.00
89	530-6004	DRIVEWAYS (CONC)	975.00	SY	95.00	$ 92,625.00	137.00	$ 133,575.00	92.00	$ 89,700.00
90	530-6005	DRIVEWAYS (ACP)	5,568.00	SY	39.00	$ 217,152.00	50.00	$ 278,400.00	33.00	$ 183,744.00
91	531-6001	CONC SIDEWALKS (4")	87.00	SY	70.00	$ 6,090.00	85.40	$ 7,429.80	76.00	$ 6,612.00
92	531-6010	CURB RAMPS (TY 7)	5.00	EA	1,775.00	$ 8,875.00	1,910.00	$ 9,550.00	2,100.00	$ 10,500.00
93	540-6001	MTL W-BEAM GD FEN (TIM POST)	675.00	LF	21.25	$ 14,343.75	29.25	$ 19,743.75	35.00	$ 23,625.00
94	544-6001	GUARDRAIL END TREATMENT (INSTALL)	3.00	EA	2,775.00	$ 8,325.00	3,310.00	$ 9,930.00	3,500.00	$ 10,500.00
95	560-6004	MAILBOX INSTALL-S (TWG-POST) TY 2	18.00	EA	225.00	$ 4,050.00	200.00	$ 3,600.00	295.00	$ 5,310.00
96	560-6005	MAILBOX INSTALL-D (TWG-POST) TY 2	2.00	EA	275.00	$ 550.00	260.00	$ 520.00	295.00	$ 590.00
97	560-6006	MAILBOX INSTALL-M (TWG-POST) TY 2	2.00	EA	515.00	$ 1,030.00	640.00	$ 1,280.00	535.00	$ 1,070.00
98	560-6007	MAILBOX INSTALL - S (WC-POST) TY 3 FND	8.00	EA	122.02	$ 976.16	200.00	$ 1,600.00	585.00	$ 4,680.00
99	618-6023	CONDT (PVC)(SCH 40)(2")	25.00	LF	9.50	$ 237.50	180.00	$ 4,500.00	200.00	$ 5,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		Jordan Foster Construciton, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
100	620-6007	ELEC CONDR (NO.8) BARE	25.00	LF	1.20	$ 30.00	5.25	$ 131.25	8.00	$ 200.00
101	628-6001	RELOCATE ELECTRICAL SERVICES	1.00	EA	2,440.00	$ 2,440.00	700.00	$ 700.00	1,000.00	$ 1,000.00
102	636-6001	ALUMINUM SIGNS (TY A)	35.00	SF	29.00	$ 1,015.00	28.70	$ 1,004.50	38.00	$ 1,330.00
103	644-6001	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	16.00	EA	525.00	$ 8,400.00	770.00	$ 12,320.00	585.00	$ 9,360.00
104	644-6004	INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	2.00	EA	600.00	$ 1,200.00	870.00	$ 1,740.00	775.00	$ 1,550.00
105	644-6007	IN SM RD SN SUP&AM TY 10BWG (1) SA (U)	14.00	EA	1,000.00	$ 14,000.00	1,000.00	$ 14,000.00	890.00	$ 12,460.00
106	644-6061	INS SM RD SN SUP&AM TY TWT(1) WS(T)	61.00	EA	425.00	$ 25,925.00	460.00	$ 28,060.00	370.00	$ 22,570.00
107	658-6046	INSTL OM ASSM (OM-2X)(WC)GND	23.00	EA	75.00	$ 1,725.00	97.40	$ 2,240.20	17.00	$ 391.00
108	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	33,412.00	LF	0.20	$ 6,682.40	0.35	$ 11,694.20	0.35	$ 11,694.20
109	662-6012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	3,389.00	LF	0.55	$ 1,863.95	0.70	$ 2,372.30	0.70	$ 2,372.30
110	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	333.00	LF	4.25	$ 1,415.25	4.75	$ 1,581.75	5.00	$ 1,665.00
111	662-6017	WK ZN PAV MRK NON-REMOV (W) (ARROW)	11.00	EA	120.00	$ 1,320.00	101.00	$ 1,111.00	105.00	$ 1,155.00
112	662-6029	WK ZN PAV MRK NON-REMOV (W) (WORD)	11.00	EA	135.00	$ 1,485.00	130.00	$ 1,430.00	135.00	$ 1,485.00
113	662-6032	WK ZN PAV MRK NON-REMOV (Y) 4" (BRK)	2,010.00	LF	0.25	$ 502.50	0.35	$ 703.50	0.38	$ 763.80
114	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	53,873.00	LF	0.25	$ 13,468.25	0.34	$ 18,316.82	0.38	$ 20,471.74
115	662-6041	WK ZN PAV MRK NON-REMOV (Y) 24" (SLD)	1,831.00	LF	3.50	$ 6,408.50	4.60	$ 8,422.60	4.90	$ 8,971.90
116	666-6008	REFL PAV MRK TY I (W) 4" (LNDP) (090 MIL)	252.00	LF	1.75	$ 441.00	0.55	$ 138.60	0.56	$ 141.12
117	666-6035	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	5,347.00	LF	1.05	$ 5,614.35	1.00	$ 5,347.00	1.05	$ 5,614.35
118	666-6041	REFL PAV MRK TY I (W) 12"(SLD)(090MIL)	370.00	EA	3.25	$ 1,202.50	2.75	$ 1,017.50	2.90	$ 1,073.00
119	666-6047	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	638.00	LF	6.25	$ 3,987.50	5.40	$ 3,445.20	5.70	$ 3,636.60
120	666-6053	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	37.00	EA	116.00	$ 4,292.00	115.00	$ 4,255.00	120.00	$ 4,440.00
121	666-6077	REFL PAV MRK TY I (W) (WORD) (090 MIL)	19.00	EA	140.00	$ 2,660.00	162.00	$ 3,078.00	170.00	$ 3,230.00
122	666-6122	REFL PAV MRK TY I (Y) 4" (DOT) (090 MIL)	6,900.00	LF	0.30	$ 2,070.00	0.50	$ 3,450.00	0.52	$ 3,588.00
123	666-6146	REFL PAV MRK TY I (Y) 24"(SLD)(090MIL)	1,359.00	LF	6.10	$ 8,289.90	5.40	$ 7,338.60	5.70	$ 7,746.30
124	666-6170	REFL PAV MRK TY II (W) 4" (SLD)	3,450.00	LF	0.14	$ 483.00	0.30	$ 1,035.00	0.30	$ 1,035.00
125	666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	6,900.00	LF	0.15	$ 1,035.00	0.30	$ 2,070.00	0.30	$ 2,070.00
126	666-6299	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL)	800.00	LF	0.35	$ 280.00	0.50	$ 400.00	0.55	$ 440.00
127	666-6302	RE PM W/RET REQ TY I (W)4"(SLD)(090MIL)	23,127.00	LF	0.30	$ 6,938.10	0.50	$ 11,563.50	0.52	$ 12,026.04
128	666-6311	RE PM W/RET REQ TY I (Y)4"(BRK)(090MIL)	2,747.00	LF	0.30	$ 824.10	0.50	$ 1,373.50	0.55	$ 1,510.85
129	666-6314	RE PM W/RET REQ TY I (Y)4"(SLD)(090MIL)	47,414.00	LF	0.30	$ 14,224.20	0.50	$ 23,707.00	0.52	$ 24,655.28
130	672-6007	REFL PAV MRKR TY I-C	146.00	EA	3.55	$ 518.30	4.70	$ 686.20	5.00	$ 730.00
131	672-6009	REFL PAV MRKR TY II-A-A	623.00	EA	4.00	$ 2,492.00	4.70	$ 2,928.10	5.00	$ 3,115.00
132	672-6010	REFL PAV MRKR TY II-C-R	116.00	EA	3.60	$ 417.60	4.70	$ 545.20	5.00	$ 580.00
133	677-6001	ELIM EXT PAV MRK & MRKS (4")	545.00	LF	1.00	$ 545.00	1.20	$ 654.00	1.25	$ 681.25
134	677-6003	ELIM EXT PAV MRK & MRKS (8")	150.00	LF	2.00	$ 300.00	2.40	$ 360.00	2.55	$ 382.50
135	677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	1.00	EA	100.00	$ 100.00	87.20	$ 87.20	92.00	$ 92.00
136	677-6012	ELIM EXT PAV MRK & MRKS (WORD)	1.00	EA	100.00	$ 100.00	110.00	$ 110.00	115.00	$ 115.00
137	682-6001	VEH SIG SEC (12")LED(GRN)	1.00	EA	240.00	$ 240.00	420.00	$ 420.00	440.00	$ 440.00
138	682-6002	VEH SIG SEC (12")LED(GRN ARW)	1.00	EA	235.00	$ 235.00	420.00	$ 420.00	440.00	$ 440.00
139	682-6003	VEH SIG SEC (12")LED(YEL)	1.00	EA	240.00	$ 240.00	420.00	$ 420.00	440.00	$ 440.00
140	682-6004	VEH SIG SEC (12")LED(YEL ARW)	1.00	EA	235.00	$ 235.00	420.00	$ 420.00	440.00	$ 440.00
141	682-6005	VEH SIG SEC (12")LED(RED)	1.00	EA	240.00	$ 240.00	420.00	$ 420.00	440.00	$ 440.00
142	682-6025	BACK PLATE (12") (5 SEC)	1.00	EA	105.00	$ 105.00	250.00	$ 250.00	265.00	$ 265.00
143	684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	225.00	LF	2.20	$ 495.00	6.50	$ 1,462.50	7.00	$ 1,575.00
144	684-6080	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	25.00	LF	1.10	$ 27.50	5.00	$ 125.00	6.00	$ 150.00
145	687-6001	PED POLE ASSEMBLY	3.00	EA	2,550.00	$ 7,650.00	5,800.00	$ 17,400.00	6,500.00	$ 19,500.00
146	690-6007	REPLACE OF GROUND BOX	2.00	EA	720.00	$ 1,440.00	2,650.00	$ 5,300.00	3,000.00	$ 6,000.00
147	690-6057	REMOVAL OF PEDESTRIAN RAMPS	3.00	EA	450.00	$ 1,350.00	700.00	$ 2,100.00	1,200.00	$ 3,600.00
148	730-6003	SPOT MOWING	15.30	AC	95.50	$ 1,461.15	810.00	$ 12,393.00	400.00	$ 6,120.00
149	730-6107	FULL - WIDTH MOWING	6.00	CYC	6,250.00	$ 37,500.00	2,070.00	$ 12,420.00	5,300.00	$ 31,800.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		Jordan Foster Construciton, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
150	3076-6001	D-GR HMA TY-B PG64-22	29,201.00	TON	70.00	$ 2,044,070.00	82.00	$ 2,394,482.00	77.00	$ 2,248,477.00
151	3076-6025	D - GR HMA TY - C SAC - B PG70 - 22	1,680.00	TON	106.27	$ 178,533.60	105.00	$ 176,400.00	104.00	$ 174,720.00
152	3076-6042	D-GR HMA TY-D SAC-B PG70-22	12,049.00	TON	100.00	$ 1,204,900.00	105.00	$ 1,265,145.00	100.00	$ 1,204,900.00
153	3076-6066	TACK COAT	8,156.00	GAL	2.90	$ 23,652.40	2.85	$ 23,244.60	2.85	$ 23,244.60
154	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	300.00	DAY	95.00	$ 28,500.00	78.20	$ 23,460.00	130.00	$ 39,000.00
155	6120-6001	DEAD END ROAD BARRICADE	112.00	LF	70.00	$ 7,840.00	32.80	$ 3,673.60	15.50	$ 1,736.00
156	7056-6057	PIPE ENCASEMNET (24") STEEL	129.00	LF	280.00	$ 36,120.00	181.00	$ 23,349.00	250.00	$ 32,250.00
157	J105-01	24" C-151, PC200 D.I. PIPE, POLYETHYLENE TUBE PROTECTION, AND FITTINGS; W / TRACER WIRE; INSTALLED	559.00	LF	130.00	$ 72,670.00	335.00	$ 187,265.00	420.00	$ 234,780.00
158	J105-02	24" C-151, PC200 D.I. RESTRAINED JOINT PIPE, POLYETHYLENE TUBE PROTECTION, AND FITTINGS; W / TRACER WIRE; INSTALLED	510.00	LF	195.00	$ 99,450.00	270.00	$ 137,700.00	425.00	$ 216,750.00
159	J105-03	16" C-905, DR-18 PVC PIPE AND FITTINGS; W / TRACER WIRE; INSTALLED	3,008.00	LF	85.00	$ 255,680.00	185.00	$ 556,480.00	215.00	$ 646,720.00
160	J105-04	16" C-905, DR-18 PVC RESTRAINED JOINT PIPE AND FITTINGS; W / TRACER WIRE; INSTALLED	480.00	LF	95.00	$ 45,600.00	201.00	$ 96,480.00	200.00	$ 96,000.00
161	J105-05	12" C-900, DR-18 PVC RESTRAINED JOINT PIPE AND FITTINGS; W/ TRACER WIRE; INSTALLED	114.00	LF	65.00	$ 7,410.00	195.00	$ 22,230.00	200.00	$ 22,800.00
162	J105-06	8" C-900, DR-18 PVC PIPE AND FITTINGS; W / TRACER WIRE; INSTALLED	20.00	LF	50.00	$ 1,000.00	180.00	$ 3,600.00	110.00	$ 2,200.00
163	J105-07	6" C-900, DR-18 PVC PIPE AND FITTINGS; W / TRACER WIRE; INSTALLED	93.00	LF	40.00	$ 3,720.00	101.00	$ 9,393.00	90.00	$ 8,370.00
164	J105-08	4" C-900, DR-18 PVC PIPE AND FITTINGS; W / TRACER WIRE; INSTALLED	1,481.00	LF	35.00	$ 51,835.00	38.60	$ 57,166.60	68.00	$ 100,708.00
165	J105-09	4" C-900, DR-18 PVC RESTRAINED JOINT PIPE AND FITTINGS; W / TRACER WIRE; INSTALLED	25.00	LF	40.00	$ 1,000.00	140.00	$ 3,500.00	70.00	$ 1,750.00
166	J105-10	2" HDPE SDR 9 AND FITTINGS; W / TRACER WIRE; INSTALLED	28.00	LF	25.00	$ 700.00	54.90	$ 1,537.20	46.00	$ 1,288.00
167	J105-11	1" HDPE SDR 9 AND FITTINGS; W / TRACER WIRE; INSTALLED	35.00	LF	15.00	$ 525.00	53.40	$ 1,869.00	44.00	$ 1,540.00
168	J105-12	36" STEEL ENC. PIPE, BORED; W / 24" RESTRAINED JOINT C-151 PC200 D.I. PIPE; INSTALLED	128.00	LF	800.00	$ 102,400.00	1,170.00	$ 149,760.00	1,200.00	$ 153,600.00
169	J105-13	36" STEEL ENC. PIPE, OPEN CUT; W/24" RESTRAINED JOINT C-151 PC200 D.I. PIPE; INSTALLED	282.00	LF	350.00	$ 98,700.00	575.00	$ 162,150.00	660.00	$ 186,120.00
170	J105-14	24" STEEL ENC. PIPE, BORED; W / 16" RESTRAINED JOINT C900 DR18 PVC PIPE; INSTALLED	145.00	LF	650.00	$ 94,250.00	900.00	$ 130,500.00	830.00	$ 120,350.00
171	J105-15	24" STEEL ENC. PIPE, OPEN CUT; W/16" RESTRAINED JOINT C900 DR18 PVC PIPE; INSTALLED	495.00	LF	300.00	$ 148,500.00	370.00	$ 183,150.00	500.00	$ 247,500.00
172	J105-16	20" STEEL ENC. PIPE, BORED; W/12" RESTRAINED JOINT C900 DR18 PVC PIPE; INSTALLED	92.00	LF	500.00	$ 46,000.00	590.00	$ 54,280.00	620.00	$ 57,040.00
173	J105-17	20" STEEL ENC. PIPE, OPEN CUT; W/12" RESTRAINED JOINT C900 DR18 PVC PIPE; INSTALLED	64.00	LF	250.00	$ 16,000.00	270.00	$ 17,280.00	317.00	$ 20,288.00
174	J105-18	12" STEEL ENC. PIPE,BORED; W/6" RESTRAINED JOINT C900 DR18 PVC PIPE; INSTALLED	67.00	LF	260.00	$ 17,420.00	430.00	$ 28,810.00	410.00	$ 27,470.00
175	J105-19	12" STEEL ENC. PIPE, OPEN CUT; W / 6" RESTRAINED JOINT C900 DR18 PVC PIPE; INSTALLED	193.00	LF	150.00	$ 28,950.00	157.00	$ 30,301.00	180.00	$ 34,740.00
176	J105-20	8" STEEL ENC. PIPE; W / 4" RESTRAINED JOINT C900 DR18 PVC PIPE, BORED; INSTALLED	201.00	EA	160.00	$ 32,160.00	330.00	$ 66,330.00	290.00	$ 58,290.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		Jordan Foster Construciton, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
177	J105-21	8" STEEL ENC. PIPE; W / 4" RESTRAINED JOINT C900 DR18 PVC PIPE, OPEN CUT; INSTALLED	101.00	EA	100.00	$ 10,100.00	195.00	$ 19,695.00	150.00	$ 15,150.00
178	J105-22	4" STEEL ENC. PIPE, BORED W / 1" HDPE SERVICE LINE; INSTALLED	308.00	EA	100.00	$ 30,800.00	320.00	$ 98,560.00	270.00	$ 83,160.00
179	J105-23	4" STEEL ENC. PIPE, OPEN CUT W / 1" HDPE SERVICE LINE; INSTALLED	386.00	EA	80.00	$ 30,880.00	80.70	$ 31,150.20	90.00	$ 34,740.00
180	J105-24	4" STEEL ENC. PIPE, BORED W / 2" HDPE SERVICE LINE; INSTALLED	77.00	EA	105.00	$ 8,085.00	380.00	$ 29,260.00	270.00	$ 20,790.00
181	J105-25	4" STEEL ENC. PIPE, OPEN CUT W / 2" HDPE SERVICE LINE; INSTALLED	63.00	EA	85.00	$ 5,355.00	94.80	$ 5,972.40	90.00	$ 5,670.00
182	J105-26	24" GATE VALVE, BOX, AND MARKER; INSTALLED	4.00	EA	22,000.00	$ 88,000.00	25,700.00	$ 102,800.00	28,000.00	$ 112,000.00
183	J105-27	24" BUTTERFLY VALVE, BOX, AND MARKER; INSTALLED	8.00	EA	11,000.00	$ 88,000.00	12,800.00	$ 102,400.00	12,000.00	$ 96,000.00
184	J105-28	16" GATE VALVE, BOX, AND MARKER; INSTALLED	14.00	EA	9,000.00	$ 126,000.00	8,400.00	$ 117,600.00	9,500.00	$ 133,000.00
185	J105-29	12" GATE VALVE, BOX, AND MARKER; INSTALLED	4.00	EA	3,250.00	$ 13,000.00	3,300.00	$ 13,200.00	2,400.00	$ 9,600.00
186	J105-30	8" GATE VALVE, BOX, AND MARKER; INSTALLED	1.00	EA	2,400.00	$ 2,400.00	2,120.00	$ 2,120.00	2,100.00	$ 2,100.00
187	J105-31	6" GATE VALVE, BOX, AND MARKER; INSTALLED	2.00	EA	2,000.00	$ 4,000.00	1,710.00	$ 3,420.00	1,500.00	$ 3,000.00
188	J105-32	4" GATE VALVE, BOX, AND MARKER; INSTALLED	9.00	EA	1,500.00	$ 13,500.00	1,530.00	$ 13,770.00	1,250.00	$ 11,250.00
189	J105-33	AIR/VACUUM RELIEF VALVE ASSEMBLY AND MARKER; INSTALLED	2.00	EA	10,000.00	$ 20,000.00	13,200.00	$ 26,400.00	14,000.00	$ 28,000.00
190	J105-34	BLOW OFF VALVE ASSEMBLY AND MARKER; INSTALLED	2.00	EA	7,500.00	$ 15,000.00	1,760.00	$ 3,520.00	2,400.00	$ 4,800.00
191	J105-35	CONNECT NEW 16" TO EXISTING 16"; INSTALLED	10.00	EA	5,000.00	$ 50,000.00	8,400.00	$ 84,000.00	2,800.00	$ 28,000.00
192	J105-36	CONNECT NEW 12" TO EXISTING 12"; INSTALLED	2.00	EA	3,500.00	$ 7,000.00	5,900.00	$ 11,800.00	1,600.00	$ 3,200.00
193	J105-37	CONNECT NEW 8" TO EXISTING 8"; INSTALLED	2.00	EA	2,000.00	$ 4,000.00	5,700.00	$ 11,400.00	950.00	$ 1,900.00
194	J105-38	CONNECT NEW 6" TO EXISTING 6"; INSTALLED	2.00	EA	1,750.00	$ 3,500.00	5,600.00	$ 11,200.00	865.00	$ 1,730.00
195	J105-39	INSTALL 12" X 4" TAPPING SLEEVE; INSTALLED	2.00	EA	5,000.00	$ 10,000.00	10,000.00	$ 20,000.00	4,800.00	$ 9,600.00
196	J105-40	CONNECT NEW 4" TO EXISTING 4"; INSTALLED	4.00	EA	1,500.00	$ 6,000.00	1,940.00	$ 7,760.00	650.00	$ 2,600.00
197	J105-41	CONNECT NEW 4" TO EXISTING 2"; INSTALLED	1.00	EA	1,250.00	$ 1,250.00	2,000.00	$ 2,000.00	14,000.00	$ 14,000.00
198	J105-42	16" CAPPED STUB OUT; INSTALLED	1.00	EA	1,500.00	$ 1,500.00	2,020.00	$ 2,020.00	1,700.00	$ 1,700.00
199	J105-43	4" CAPPED STUB OUT; INSTALLED	1.00	EA	1,000.00	$ 1,000.00	650.00	$ 650.00	650.00	$ 650.00
200	J105-44	INSTALL 16" CAP ON EXISTING 16"; INSTALLED	3.00	EA	2,000.00	$ 6,000.00	3,350.00	$ 10,050.00	2,600.00	$ 7,800.00
201	J105-45	NEW FIRE HYDRANTS ASSEMBLY; COMPLETE AND INSTALLED	3.00	EA	7,750.00	$ 23,250.00	6,600.00	$ 19,800.00	7,500.00	$ 22,500.00
202	J105-46	RELOCATE AND RECONNECT WATER SERVICE; COMPLETE AND INSTALLED	16.00	EA	2,000.00	$ 32,000.00	2,820.00	$ 45,120.00	2,000.00	$ 32,000.00
203	J105-47	REMOVE EXISTING GATE VALVE	2.00	EA	1,000.00	$ 2,000.00	570.00	$ 1,140.00	1,000.00	$ 2,000.00
204	J105-48	RECONNECT WATER SERVICE; COMPLETE AND INSTALLED	2.00	LF	2,000.00	$ 4,000.00	1,760.00	$ 3,520.00	1,500.00	$ 3,000.00
205	J105-49	REMOVAL SAW CUT AND REMOVAL AND REPLACEMENT OF EXISTING REINF. CONC. SIDEWALK; COMPLETE	50.00	LF	40.00	$ 2,000.00	75.90	$ 3,795.00	100.00	$ 5,000.00
206	J105-50	REMOVAL SAW CUT AND REMOVAL OF EXISTING HMAC; COMPLETE	289.00	SF	4.00	$ 1,156.00	12.70	$ 3,670.30	10.00	$ 2,890.00
207	J105-51	COMPACTED GRAVEL DRIVE REPLACEMENT, TO INCLUDE COMPACTED GRAVEL TRENCH BACKFILL; INSTALLED	251.00	SF	22.00	$ 5,522.00	10.20	$ 2,560.20	12.00	$ 3,012.00

Williamson County Road Bond Program
22IFB39 CR 111 Westinghouse Rd
December 15, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation		Jordan Foster Construciton, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
208	J105-52	COMPACTED HMAC REPLACEMENT; TO INCLUDE COMPACTED TRENCH BACKFILL PER APPLICABLE DETAIL; INSTALLED	289.00	SF	24.00	$ 6,936.00	12.95	$ 3,742.55	27.00	$ 7,803.00
209	J105-53	GRASS SOD PLACEMENT, LIKE KIND TYPE; REFER TO SHTS 2 AND 3; INSTALLED AND WATERED	1.00	LS	1,000.00	$ 1,000.00	2,360.00	$ 2,360.00	16,000.00	$ 16,000.00
210	J105-54	HYDRO-MULCH SEEDING PROJECT; COMPLETE	1.00	LS	5,000.00	$ 5,000.00	11,800.00	$ 11,800.00	48,000.00	$ 48,000.00
211	J105-55	TRENCH SAFETY SYSTEM DESIGN AND IMPLEMENTATION	7,936.00	LF	1.00	$ 7,936.00	3.55	$ 28,172.80	2.00	$ 15,872.00
212	J105-56	TRAFFIC CONTROL PLAN DEVELOPMENT AND IMPLEMENTATION	1.00	LS	10,000.00	$ 10,000.00	23,600.00	$ 23,600.00	56,000.00	$ 56,000.00
213	J105-57	SWPPP DESIGN AND IMPLEMENTATION	1.00	LS	15,000.00	$ 15,000.00	11,800.00	$ 11,800.00	1,300.00	$ 1,300.00
214	J105-58	MOBILIZATION (NOT TO EXCEED 10% OF TOTAL PROJECT BID)	1.00	LS	100,000.00	$ 100,000.00	112,000.00	$ 112,000.00	5,400.00	$ 5,400.00
215	CIP 11.06.B	Trench Excavation Safety Protection Systems (All Depths)	275.00	LF	4.00	$ 1,100.00	17.10	$ 4,702.50	2.10	$ 577.50
216	WW1.13.A	Precast Manhole w/Precast Base, 5' Dia., 0 ft to 8 ft in depth, Complete and in Place	2.00	EA	7,500.00	$ 15,000.00	7,900.00	$ 15,800.00	10,800.00	$ 21,600.00
217	WW2.09.A	Pipe, 8" Diameter, PVC SDR-26 (All Depths), Includes Excavation and Backfill	231.00	LF	100.00	$ 23,100.00	217.00	$ 50,127.00	155.00	$ 35,805.00
218	WW2.09.B3x3	Wet Connections, 3" Dia x 3" Diam	1.00	EA	2,500.00	$ 2,500.00	2,020.00	$ 2,020.00	1,300.00	$ 1,300.00
219	SPWW1.13.C3"	Disconnect Exist. 3" Forcemain from Exist. Manhole	1.00	EA	1,000.00	$ 1,000.00	5,300.00	$ 5,300.00	2,900.00	$ 2,900.00
220	SPWW1.13.D5'	Extra Depth 5' Precast Manhole	25.00	VF	875.00	$ 21,875.00	450.00	$ 11,250.00	170.00	$ 4,250.00
221	SPWW2.09.A3	Restrain Existing PVC Pipe, 3" Diameter; Includes bell joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length called for on the plans, but shall be restrained up to the next joint	1.00	EA	750.00	$ 750.00	2,740.00	$ 2,740.00	980.00	$ 980.00
222	SSWW2-1	Pipe, 3" Dia., HDPE	32.00	LF	100.00	$ 3,200.00	203.00	$ 6,496.00	71.00	$ 2,272.00
223	SSWW2-2	Transition Coupling, 3" Dia., HDPE to PVC	1.00	EA	500.00	$ 500.00	2,010.00	$ 2,010.00	490.00	$ 490.00
224	999-WC01	FORCE ACCOUNT	25,000.00	DOL	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00
225	3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	102,204.00	DOL	1.00	$ 102,204.00	1.00	$ 102,204.00	1.00	$ 102,204.00
226	3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	60,245.00	DOL	1.00	$ 60,245.00	1.00	$ 60,245.00	1.00	$ 60,245.00
227	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	27,800.00	DOL	1.00	$ 27,800.00	1.00	$ 27,800.00	1.00	$ 27,800.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 21,184,969.30**		**$ 21,024,332.88**		**$ 22,655,717.36**
		ACTUAL BID PROPOSAL				$21,184,969.30		$21,024,332.88		$22,655,717.36
		ADJUSTMENT DIFFERENCE						$0.00		$0.00
		Bid Bond						Y		Y
		Conflict of Interest Questionnaire						Y		Y
		Bidder References (Minimum of Three)						Y		Y

STEGER BIZZELL

December 15, 2021

Mr. Whit Friend, P.E.
HNTB Corporation
101 East Settlers Blvd. Suite 100
Round Rock, TX 78664

Re: CR 111 and CR 110 North Widening Bid Review

Dear Mr. Friend:

We have reviewed the bids provided for the subject project.

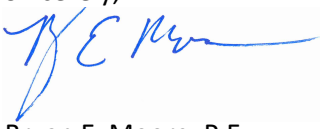
Capital Excavation appears to be the apparent low bidder.

We reviewed their bid for errors and found none.

We recommend their selection for this contract.

If you have any questions or additional comments, please feel free to me at (512) 930-9412.

Sincerely,



Bryan E. Moore, P.E.
Principal

ADDRESS 1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626
PHONE 512.930.9412
FAX 512.930.9416
WEB STEGERBIZZELL.COM
TEXAS REGISTERED ENGINEERING FIRM F-181
SERVICES >> ENGINEERS >> PLANNERS >> SURVEYORS

Commissioners Court - Regular Session **52.**

Meeting Date: 01/11/2022

Corridor H (Sam Bass Rd) TCEQ Agent Authorization

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the Corridor H – Sam Bass Road Project, a 2019 Road Bond Project in Commissioner Pct. 3. Project #: P462, Funding Source: Road Bonds

Background

The Corridor H - Sam Bass Road Project requires TCEQ approval of a Roadway Application (formerly known as a Water Pollution Abatement Plan, or WPAP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of K Friese + Associates to submit the application for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CorridorH(SamBass)-TCEQ-AgentAuthorizationForm

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:39 AM
Form Started By: Marie Walters		Started On: 12/29/2021 03:11 PM
Final Approval Date: 01/06/2022		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Judge Bill Gravell Jr.,
Print Name

County Judge,
Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized Victoria Ortega, P.E.
Print Name of Agent/Engineer

of K Friese + Associates, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature _____ Date _____

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **53.**

Meeting Date: 01/11/2022

Davilla Culvert and Thrall Street RS&H Contract Amendment No. 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the Davilla Culvert Replacement and Thrall Street Project contract between Williamson County and RS&H, Inc. relating to the 2019 Road Bond Program. Projects: P486 and P374. Fund Source: Road Bonds.

Background

The RS&H Contract Amendment No. 2 increases the compensation cap by $33,000.00 from $150,000.00 to $183,000.00 to account for PS&E revisions to preserve additional historic brick pavement on the Davilla Culvert Replacement and construction phase services for the Thrall project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DavillaThrall-RS&H-Amendment2

DavillaCulvert-RS&H-WA01Supp02

Thrall-RS&H-WA02Supp02

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 10:09 AM
Form Started By: Marie Walters		Started On: 01/05/2022 09:51 AM
Final Approval Date: 01/06/2022		

CONTRACT AMENDMENT NO. _2___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Davilla Culvert Replacement and Thrall Street Project ("Project")

THIS CONTRACT AMENDMENT NO. _2_ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RS&H, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective May 5, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 150,000 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $150,000 to $183,000.

II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
George N. Tsiouvaras, PE	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
December 17, 2021	_____
Date	Date

1/4/2022

SUPPLEMENTAL WORK AUTHORIZATION NO. _2_
TO
WORK AUTHORIZATION NO. _1_

WILLIAMSON COUNTY ROAD BOND PROJECT:
DAVILLA STREET CULVERT REPLACEMENT

This Supplemental Work Authorization No. _2_ to Work Authorization No. _1_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated May 5, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RS&H, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective August 18, 2020 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B-2" (attached).

II. The Work Authorization shall terminate on April 30, 2022. The Services to be Provided by Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C-2" (attached).

III. The maximum amount payable for services under the Work Authorization is hereby increased by $22,086.00 from $61,409 to $83,495. The Fee Schedule is attached hereto as "Attachment D-2" (attached).

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

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

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
George N. Tsiouvaras, PE	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
September 15, 2021	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B-2 - Services to be Provided by Engineer

Attachment C-2 – Work Schedule

Attachment D-2 – Fee Schedule

1/4/2022

ATTACHMENT B-2
SWA2
SERVICES TO BE PROVIDED BY THE ENGINEER FOR DAVILLA STREET CULVERT REPLACEMENT

PROJECT DESCRIPTION

Project Limits

The project limits are from the intersection of Walton Street and Davilla Street east to the railroad crossing.

Existing Facility

Existing culvert under two lane brick road north of the intersection of Davilla Street and Walton Street.

Proposed Facility

Proposed culvert and pavement replacement north of the intersection of Davilla Street and Walton Street.

Design Criteria

The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria and UPRR guidelines. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**2** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Project Coordination & Administration:

      - Prepare and maintain routine project record keeping including records of meetings and minutes.

      - Correspondence and coordination will be handled through & with the concurrence of the GEC.

      - Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

d. Progress/Coordination Meetings (**2** external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

e. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

f. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

8. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)

Prepare plans per the current Williamson County Design Criteria Manual including applicable submittal requirements including cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination. The engineer will develop and submit these Plans, Specifications & Estimates (PS&E) at Final Design.

a. Roadway/General:

- Title Sheet
  - Prepare a project title sheet as required for the construction plans, utilizing the template provided by the County.
- Index of Sheets
  - Prepare an index sheet(s) that shows each sheets location in the plan set.
- Project Layout
  - Prepare a project layout sheet(s) that clearly indicates the limits of the entire project.
- Typical Sections
  - Prepare typical section(s) for all proposed and existing roadways and cross streets.
- General Notes
  - Prepare general notes for applicable project-specific items, utilizing the master general notes provided by the County.

- Horizontal Alignment Data
  - Prepare horizontal alignment data sheet(s) that depict the horizontal geometric information for the roadways to be included in the construction plan set.
- Summary Sheets
  - Prepare summary sheet(s) that tabulate, combine, and summarize quantities of the various construction items.
- Removal Plans
  - Prepare removal sheet(s) that clearly identify any items to be removed.
- Roadway Plan & Profiles
  - Prepare roadway plan and profile sheets that depict the proposed construction.
- Miscellaneous/Intersection Grading
  - Develop miscellaneous/intersection grading roadway detail sheets for the project that depict details required, which are not defined in standard detail sheets.
- Cross Sections
  - Develop cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry.
- Special Provision – Colored Textured Concrete and Landscape Pavers (Item 528)
  - Develop special provision for Item 528 for governing matters particular to the project that are not covered in the standard specifications.
- Update plans per final GEC QA/QC comments
  - Address final plans per QA/QC comments provided by the GEC. Comments are to be incorporated prior to letting to construction.

b. Traffic Control:

- Traffic Control Plans (TCP)
  - Prepare a detailed narrative for the sequence of construction and traffic control general notes utilizing the sequence approved during the schematic phase. Any changes to the sequence of construction will be approved by the County prior to developing detailed TCP layouts.
  - Prepare detailed TCP typical section for each phase.
  - Develop traffic control detail(s) for items not covered by County or TxDOT standard details.
  - Compute an Engineer's opinion of construction schedule in order to determine an approximate duration for each of the phases of construction.
  - Consider the construction sequence and plan for temporary functioning of drainage systems.

c. Drainage:

- Roadside Ditch Design
  - Provide pertinent information about the roadside ditch geometry and design, including station, offset, flow line elevation, velocity, ditch lining material, as well as ditch bottom width.

d. Signing and Pavement Markings Layouts:

- Prepare signing and pavement marking layouts.
- Prepare pavement marking details for non-standard conditions.
- Prepare detail sheets for small signs for non-standard signs.

e. Stormwater Pollution Prevention Plan (SW3P):

- Develop SW3P narrative in conformance with the TCP to minimize potential impacts to receiving waterways.
- Prepare Temporary Erosion Control Layouts.

Deliverables:

- Final PS&E Submittals including applicable Williamson County Submittal Checklists

10. CONSTRUCTION PHASE SERVICES

a. Attend Meetings (**3** assumed):

i. Visit the project site on request (3 hours per visit) during construction to address questions on interpretation of plans.

EXCLUSIONS:

The following items are not included in this work authorization:

- DRAINAGE REPORT
- SCHEMATIC DEVELOPMENT.
- FEMA COORDINATION (INCLUDING CLOMR OR LOMR).
- TXDOT NEPA DOCUMENTATION.
- NATIONWIDE PERMIT (NWP) 14 WITH A PRE-CONSTRUCTION NOTIFICATION (PCN).
- UTILITY COORDINATION OR RELOCATION ESTIMATES.

ATTACHMENT C-2

SWA2

WORK SCHEDULE

		2021		2022			
Act ID	**Activity Description**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**
13	Final Design						
14	Final PS&E Submittal Milestone						
15	Final Williamson County Review						
16	Project Ready to Let (RTL)						
	Construction Phase Services (CPS)						

ATTACHMENT D-2
FEE SCHEDULE

Prime Provider: RS&H, Inc.

SUMMARY															
TASK	**TASK DESCRIPTION**	**RS&H, Inc.**		**HVJ South Central Texas - M&J, Inc.**		**McGray and McGray Land Sureveyors, Inc.**		**WSB & Associates, Inc.**		**Cox McLain Environmental Consulting, Inc.**		**TOTALS**	
		Hours	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Total**
PS&E DESIGN													
1	PROJECT MANAGEMENT	21	$ 3,190.00	0	$ -	0	$ -	0	$ -	0	$ -	**21**	**$ 3,190.00**
2	ROUTE AND DESIGN STUDIES	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
3	TRAFFIC EVALUTATIONS & PROJECTIONS	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
4	PUBLIC INVOLVEMENT	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
5	SURVEYING	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
6	ENVIRONMENTAL SERVICES	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
7	GEOTECHNICAL SERVICES	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
8	PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)	122	$ 17,771.00	0	$ -	0	$ -	0	$ -	0	$ -	**122**	**$ 17,771.00**
9	BIDDING PHASE SERIVCES	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
10	CONSTRUCTION PHASE SERVICES	9	$ 1,125.00	0	$ -	0	$ -	0	$ -	0	$ -	**9**	**$ 1,125.00**
LABOR TOTALS		152	**$ 22,086.00**	0	**$ -**	0	**$ -**	0	**$ -**	0	**$ -**	**152**	**$ 22,086.00**
Direct Expenses			$ -		$ -		$ -		$ -		$ -		**$ -**
TOTAL COST			**$ 22,086.00**		**$ -**		**$ -**		**$ -**		**$ -**		**$ 22,086.00**
Percentage Breakdown			**100.00%**		**0.00%**		**0.00%**		**0.00%**		**0.00%**		**100.00%**

ATTACHMENT D-2
FEE SCHEDULE

Prime Provider: RS&H, Inc.

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
1. PROJECT MANAGEMENT	1		4										5
Communication					4								4
Montly Progress Report, Invoices & Billings					2								2
Project Coordination & Administration					10								10
HOURS SUB-TOTALS	**1**	**0**	**4**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**21**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$250.00**	**$0.00**	**$940.00**	**$0.00**	**$2,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,190.00**
SUBTOTAL PROJECT MANAGEMENT													**$3,190.00**

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
8. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)													
Roadway General	1	8											9
Title & Index Sheets					1	2							3
Typical Sections					1	2							3
General Notes													0
Update to latest version			4		4								8
Horizontal Alignment Data						1							1
Summary Sheets			2		2	2							6
Removal Plans						1							1
Roadway Plan & Profiles					2	6							8
Miscellaneous/Intersection Grading Detail Sheet					2	4							6
Cross Sections													0
3D Modeling/Proposed Grading					4	6							10
Special Provision for Item 528			4		10								14
Traffic Control Plans (TCP)													0
Traffic Control Plans (TCP)					2	4							6
Sequence of Construction & Traffic Control General Notes					2	4							6
Detour Layouts revision per UPRR					2	4							6
Compute Engineer's Opinion of Construction Schedule			4		6								10
Drainage													0
Roadside Ditch Design			2		2	2							6
Signing and Pavement Markings Layouts													0
Signing & Pavement Marking Layouts					1	1							2
Stormwater Pollution Prevention Plan (SW3P)													0
Temporary Erosion Control Layouts					1	1							2
Update Plans per final GEC QA/QC Comments		1			6	8							15
													0
HOURS SUB-TOTALS	**1**	**9**	**16**	**0**	**48**	**48**	**0**	**0**	**0**	**0**	**0**	**0**	**122**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$250.00**	**$2,385.00**	**$3,760.00**	**$0.00**	**$6,000.00**	**$5,376.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$17,771.00**
SUBTOTAL PLAN PREPARATIONS (PS&E)													**$17,771.00**

ATTACHMENT D-2
FEE SCHEDULE

Prime Provider: RS&H, Inc.

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
10. CONSTRUCTION PHASE SERVICES													
Request for Information - RFIs (3 assumed)													0
Attend Site Visits and/or meetings													0
Respond to Cntract RFIs & Provide Clarification													0
Review Contractor Submittals & Shop Drawings (10 assumed)													0
Plan Revisions for Field Changes													0
Attend Meetings													0
Attend Meetings at the Project Sige or Williamson County office													0
Visit Project site on on Request (3 hrs per visit)					9								9
HOURS SUB-TOTALS	**0**	**0**	**0**	**0**	**9**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**9**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,125.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,125.00**
SUBTOTAL CONSTRUCTION PHSAE SERVICES													**$1,125.00**

DESCRIPTION												**TOTAL MH BY TASK**	**TOTAL COSTS TASK**
1. PROJECT MANAGEMENT												21	$ 3,190.00
2. ROUTE AND DESIGN STUDIES												0	$ -
3. TRAFFIC EVALUATIONS AND PROJECTIONS												0	$ -
4. PUBLIC INVOLVEMENT												0	$ -
5. SURVEYING												0	$ -
6. ENVIRONMENTAL SERVICES												0	$ -
7. GEOTECHNICAL SERVICES												0	$ -
8. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)												122	$ 17,771.00
9. BIDDING PHASE SERVICES												0	$ -
10. CONSTRUCTION PHASE SERVICES												9	$ 1,125.00
SUBTOTAL LABOR EXPENSES												**152**	**$ 22,086.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	$ 22,086.00
NON-SALARY (OTHER DIRECT EXPENSES)	$ -
SUBCONTRACTS (includes labor costs and direct expenses)	$ -
GRAND TOTAL	**$ 22,086.00**

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
THRALL ROADWAY IMPROVEMENTS

This Supplemental Work Authorization No. 2 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated May 5, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RS&H, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective September 25, 2020 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B-2" (attached).

II. The Work Authorization shall terminate on February 28, 2022. The Services to be Provided by Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C-2" (attached).

III. The maximum amount payable for services under the Work Authorization is hereby increased by $12,612.00 from $86,553.80 to $99,165.80. The Fee Schedule is attached hereto as "Attachment D-2" (attached).

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

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

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

ENGINEER:	**COUNTY:**
By: _____ Signature	By: _____ Signature
George N. Tsiouvaras, PE Printed Name	_____ Printed Name
Vice President Title	_____ Title
November 2, 2021 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B-2 - Services to be Provided by Engineer

Attachment C-2 – Work Schedule

Attachment D-2 – Fee Schedule

11/4/2022

ATTACHMENT B-2
SWA#2
SERVICES TO BE PROVIDED BY THE ENGINEER FOR THRALL ROADWAY IMPROVEMENTS

PROJECT DESCRIPTION

Project Limits
The Roadway improvements limits are along Bounds Street from the Union Pacific Railroad (UPRR) to south of Eckhart Ave, approximately 2000LF.

Existing Facility
Existing two-lane roadway with asphalt pavement. The existing right of way varies from 40 to 60 ft.

Proposed Facility
Proposed two-lane roadway repair or reconstruction limited to edge of pavements each side of the road, signing and striping and drainage improvements.

Design Criteria
The proposed design criteria for the project will be developed from Williamson County and UPRR guidelines. It is anticipated that in most cases the most stringent of the design criteria will be used.

10. CONSTRUCTION PHASE SERVICES

- Plan Revisions for Field Changes (3 CO Assumed):
    - CO #1 – Drainage Revision: Provide drainage revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer. The County will not be billed for plan revisions resulting from engineering errors or omissions.
    - CO #2 and CO #3: Provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer. The County will not be billed for plan revisions resulting from engineering errors or omissions.
- Attend Meetings (**3** assumed):
    - Visit the project site on request (**3** hours per visit) during construction to address questions on interpretation of plans.

DELIVERABLES:

Documents:

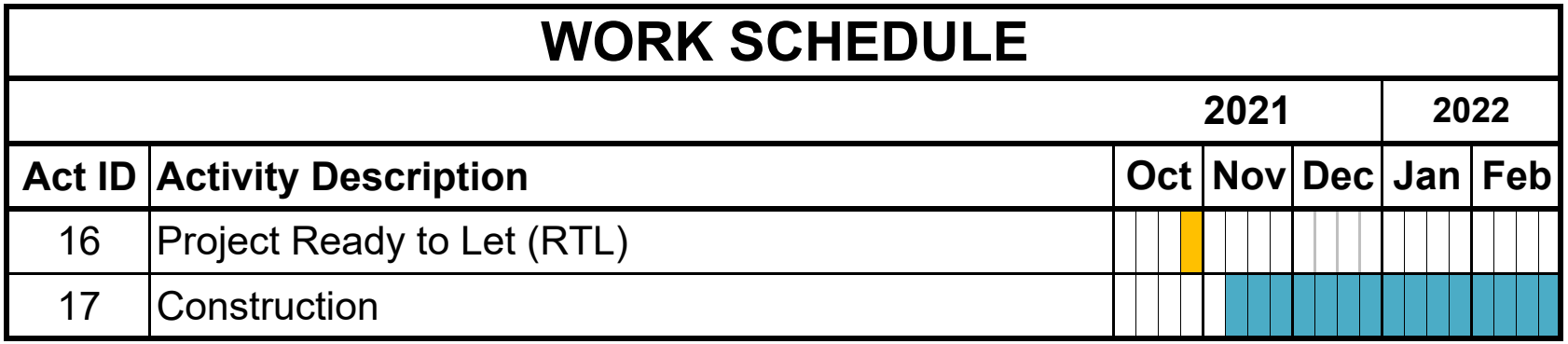
- All contract documents, including hard copies and electronic files, will be turned over to the County at the completion of the project. Documents will be posted to the County's project management database as requested.

EXCLUSIONS:

The following items are not included in this work authorization:

- SCHEMATIC DEVELOPMENT.
- FEMA COORDINATION (INCLUDING CLOMR OR LOMR).
- TXDOT NEPA DOCUMENTATION.
- NATIONWIDE PERMIT (NWP) 14 WITH A PRE-CONSTRUCTION NOTIFICATION (PCN).
- UTILITY COORDINATION OR RELOCATION ESTIMATES.
- TEMPORARY OR PERMANENT EROSION CONTROL DESIGN.
- DETAILED TCP DESIGN.
- CROSS SECTION DESIGN.

WORK SCHEDULE



		2021			2022	
Act ID	**Activity Description**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**
16	Project Ready to Let (RTL)					
17	Construction					

ATTACHMENT D-2
Fee Schedule
SWA#2

Prime Provider: RS&H, Inc.

SUMMARY													
TASK	**TASK DESCRIPTION**	**RS&H, Inc.**		**HVJ South Central Texas - M&J, Inc.**		**McGray and McGray Land Sureveyors, Inc.**		**WSB & Associates, Inc.**		**TOTALS**	
		Hours	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Total**
PS&E DESIGN											
1	PROJECT MANAGEMENT	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
2	ROUTE AND DESIGN STUDIES	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
3	TRAFFIC EVALUTATIONS & PROJECTIONS	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
4	PUBLIC INVOLVEMENT	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
5	SURVEYING	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
6	ENVIRONMENTAL SERVICES	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
7	GEOTECHNICAL SERVICES	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
8	PLAN PREPARATIONS (PS&E) (Roadway Project)	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
9	BIDDING PHASE SERIVCES	0	$ -	0	$ -	0	$ -	0	$ -	**0**	**$ -**
10	CONSTRUCTION PHASE SERVICES	90	$ 12,612.00	0	$ -	0	$ -	0	$ -	**90**	**$ 12,612.00**
LABOR TOTALS		90	**$ 12,612.00**	0	**$ -**	0	**$ -**	0	**$ -**	**0**	**$ 12,612.00**
Direct Expenses			$ -		$ -		$ -		$ -		**$ -**
TOTAL COST			**$ 12,612.00**		**$ -**		**$ -**		**$ -**		**$ 12,612.00**
Percentage Breakdown			**100.00%**		**0.00%**		**0.00%**		**0.00%**		**100.00%**

ATTACHMENT D-2
Fee Schedule
SWA#2

Prime Provider: RS&H, Inc.

TASK DESCRIPTION	PROJECT MANAGER	QUALITY MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	ENGINEER IN TRAINING	ENVIRONMENTAL SPECIALIST	TRANSPORTATION PLANNER	DESIGNER	OPERATION ASST	VISUALIZATION	ADMIN	TOTAL LABOR HRS. & COSTS
10. CONSTRUCTION PHASE SERVICES													
Request for Information - RFIs (5 assumed)													0
Attend Site Visits and/or meetings													0
Respond to Contract RFIs & Provide Clarification													0
Review Contractor Submittals & Shop Drawings (10 assumed)													0
Plan Revisions for Field Changes (3 assumed)													0
Change Order #1 - Drainage Revision		1											1
Summary of Quantities				2		6							8
Drainge Calculations				6		2							8
Culvert Hydraulic Data				8		2							10
Culvert Layout				8		14							22
Drainage Plans						2							2
Grading Layout						2							2
Drainage Detail						2							2
CO Balancing and Estimate Update				1									1
Anticipated Change Order Revisions		1		8		16							25
Attend Meetings													0
Attend Meetings at the Project Site or Williamson County office (3 assumed)													0
Visit Project site on on Request (3 hrs per visit)				9									9
HOURS SUB-TOTALS	**0**	**2**	**0**	**42**	**0**	**46**	**0**	**0**	**0**	**0**	**0**	**0**	**90**
CONTRACT RATE PER HOUR	**$250.00**	**$265.00**	**$235.00**	**$165.00**	**$125.00**	**$112.00**	**$135.00**	**$100.00**	**$135.00**	**$115.00**	**$130.00**	**$70.00**	
TOTAL LABOR COSTS	**$0.00**	**$530.00**	**$0.00**	**$6,930.00**	**$0.00**	**$5,152.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,612.00**
SUBTOTAL CONSTRUCTION PHSAE SERVICES													**$12,612.00**

DESCRIPTION												**TOTAL MH BY TASK**	**TOTAL COSTS TASK**
1. PROJECTMANAGEMENT												0	$ -
2. ROUTE AND DESIGN STUDIES												0	$ -
3. TRAFFIC EVALUATIONS AND PROJECTIONS												0	$ -
4. PUBLIC INVOLVEMENT												0	$ -
5. SURVEYING												0	$ -
6. ENVIRONMENTAL SERVICES												0	$ -
7. GEOTECHNICAL SERVICES												0	$ -
8. PLAN PREPARATIONS (PS&E) (Drainage and Roadway Project)												0	$ -
9. BIDDING PHASE SERVICES												0	$ -
10. CONSTRUCTION PHASE SERVICES												90	$ 12,612.00
SUBTOTAL LABOR EXPENSES												**90**	**$ 12,612.00**

SUMMARY	
TOTAL COSTS FOR PRIME ONLY(includes multiplier)	$ 12,612.00
NON-SALARY (OTHER DIRECT EXPENSES)	$ -
SUBCONTRACTS (includes labor costs and direct expenses)	$ -
GRAND TOTAL	**$ 12,612.00**

Meeting Date: 01/11/2022

1809-261-CR110 Middle-CO#9 (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. 9 in the amount of -$737,540.85 for 1809-261 CR 110 Middle (James Construction Group), a Road Bond project in Commissioner Pct. 4 P:261 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.

The following is a description of items with major changes in quantity.

Item 161-WC001 Erosion Control Compost (3”). Subcontractor chose not to use this item to establish grass on the project, due to the naturally fertile components in the topsoil.

Item 162-WC103 Mulch Topdressing (5”). Subcontractor chose not to use this item to minimize erosion on the project.

Item 168-WC01 Vegetative Watering. The Contractor was able to establish grass on the project without requiring additional watering due to the occurrence of rain events on the project.

Item 341-6008 D-GR HMA Ty B PG 64-22. This item was underrun because the previous CR 110 South project constructed a portion of the south end of the project north of the Limmer Loop intersection.

Item 351-6002 Flexible Pavement Repair (6”). This Item was not used due to the good condition of the existing pavement during the construction of the project.

Item 502-6001 Barricades, Signs and Traffic Handling. This Item was overrun due to the extended duration of the project. This is related to the 122 Days added by Change Order Number 8, that compensated the Contractor for impacts due to the delay in relocation of various utilities on the project.

Item 552-6001 Wire Fence (Ty A). This item was not used because the right of way was already being developed for subdivisions when the project started.

The following is a description of new items added by this Change Order.

Item 999-WC06 Channel Excavation at Culvert C. This item compensated the contractor for additional excavation required at Culvert C to provide positive drainage

Item 999-WC07 Excavation Temporary Ditch from Sta. 209 to 221 at Utility Conflicts.
This item compensates the Contractor for the cost of excavating a temporary ditch in the vicinity of existing utility poles that were not relocated when the contractor needed to grade the area.

Item 999-WC08 Revise ditch at Gas Line. This Item compensates the Contractor for the cost of revising a ditch in the vicinity of the Enterprise Gas line crossing. The ditch was reshaped to be wider and not as deep over the gas line.

Item 999-WC10 Revise Gas Vent. This Item compensates the Contractor for removal and replacement of a gas line vent during ditch grading over the gas line.

This Change Order results in a decrease of $737,540.85 to the Contract amount, for an adjusted Contract total of $8,559,681.50. The original Contract amount was $8,910,862.73. As a result of this and all Change Orders to-date, $351,181.23 has been deducted from the Contract, resulting in an 3.94% net decrease in the Contract cost. Zero (0) additional days will be added to the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1809-261-CR110Middle-CO#9 (Final Balancing)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:38 AM
Form Started By: Mayra Ramos		Started On: 12/21/2021 09:03 AM
Final Approval Date: 01/06/2022		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 9

1. CONTRACTOR: **James Construction Group**

2. Change Order Work Limits: Sta. **207+34** to Sta. **323+50**

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:	***1809-261***
Roadway:	***CR 110 Middle***
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quanities on the project as a result of addressing field conditions not accounted for in the original plans.

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 12/16/21

By

Typed/Printed Name Rick Lewis

Typed/Printed Title Division Manager

The following information must be provided

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

Amount added by this change order: **($737,540.85)**

RECOMMENDED FOR EXECUTION:

Project Manager 12/16/2021 Date

N/A
Design Engineer Date

Program Manager 12/16/2021 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

CHANGE ORDER NUMBER: 9 ***Project # 1809-261***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY			HOURLY

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
104-6054	REMOVING CONCRETE(MOW STRIP)	LF	$4.61	167.00	$769.87	364.00	531.00	$2,447.91	$1,678.04
110-6001	EXCAVATION (ROADWAY)	CY	$4.40	64,149.00	$282,255.60	3,258.44	67,407.44	$296,592.74	$14,337.14
132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$3.18	32,132.00	$102,179.76	5,928.72	38,060.72	$121,033.09	$18,853.33
161 WC001	EROSION CONTROL COMPOST (3")	SY	$3.41	35,085.00	$119,639.85	(35,085.00)	0.00	$0.00	($119,639.85)
162 WC103	MULCH TOPDRESSING (5")	SY	$3.80	35,085.00	$133,323.00	(35,085.00)	0.00	$0.00	($133,323.00)
164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL) (TY 4)	SY	$0.23	70,169.00	$16,138.87	(8,988.54)	61,180.46	$14,071.51	($2,067.36)
164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	SY	$0.28	145,220.00	$40,661.60	(28,886.53)	116,333.47	$32,573.37	($8,088.23)
164-WC10	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	SY	$0.10	70,169.00	$7,016.90	(70,169.00)	0.00	$0.00	($7,016.90)
166-6002	FERTILIZER	TON	$792.00	9.030	$7,151.76	(0.450)	8.580	$6,795.36	($356.40)
168-WC01	VEGETATIVE WATERING	MG	$18.55	5,000.20	$92,753.71	(4,784.20)	216.00	$4,006.80	($88,746.91)
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$1.20	39,275.00	$47,130.00	(8,631.41)	30,643.59	$36,772.31	($10,357.69)
247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	$32.74	29,663.00	$971,166.62	(327.41)	29,335.59	$960,447.22	($10,719.40)
310-6001	PRIME COAT (MULTI OPTION)	GAL	$3.32	12,199.00	$40,500.68	(3,798.40)	8,400.60	$27,889.99	($12,610.69)
316-6193	AGGR(TY-D GR-5 SAC-B)	CY	$92.95	373.00	$34,670.35	124.84	497.84	$46,274.23	$11,603.88
316-6413	ASPH (AC - 15P, HFRS - 2P OR CRS - 2P)	GAL	$3.20	15,249.00	$48,796.80	(264.19)	14,984.81	$47,951.39	($845.41)
341-6008	D-GR HMA TY-B PG64-22	TON	$58.89	14,824.00	$872,985.36	(1,178.98)	13,645.02	$803,555.23	($69,430.13)
341-6042	D-GR HMA TY-D SAC-B PG70-22	TON	$81.73	6,721.00	$549,307.33	182.42	6,903.42	$564,216.52	$14,909.19
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	$32.38	1,390.00	$45,008.20	(1,333.37)	56.63	$1,833.68	($43,174.52)
400-6006	CUT & RESTORING PAV	SY	$37.67	114.00	$4,294.38	98.16	212.16	$7,992.07	$3,697.69
401-6001	FLOWABLE BACKFILL	CY	$126.03	105.00	$13,233.15	74.00	179.00	$22,559.37	$9,326.22
402-6001	TRENCH EXCAVATION PROTECTION	LF	$1.00	88.00	$88.00	214.00	302.00	$302.00	$214.00
403-6001	TEMPORARY SPL SHORING	SF	$25.95	520.00	$13,494.00	(188.00)	332.00	$8,615.40	($4,878.60)
432-6001	RIPRAP (CONC)(4 IN)	CY	$393.16	485.00	$190,682.60	(164.12)	320.88	$126,157.18	($64,525.42)
432-6016	RIPRAP (STONE TY R)(DRY)(12 IN)	CY	$66.73	474.00	$31,630.02	(171.00)	303.00	$20,219.19	($11,410.83)
432-6017	RIPRAP (STONE TY R)(DRY)(18 IN)	CY	$66.73	1,179.00	$78,674.67	(427.19)	751.81	$50,168.28	($28,506.39)
432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	$550.00	86.00	$47,300.00	(3.65)	82.35	$45,292.50	($2,007.50)
464-6025	RC PIPE (CL V)(18 IN)	LF	$54.48	718.00	$39,116.64	16.00	734.00	$39,988.32	$871.68
496-6004	REMOV STR (SET)	EA	$350.72	5.00	$1,753.60	(2.00)	3.00	$1,052.16	($701.44)
TOTALS					$3,831,723.32			$3,288,807.82	($542,915.50)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *9* ***Project #*** *1809-261*

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
496-6007	REMOV STR (PIPE)	LF	$11.09	782.00	$8,672.38	225.00	1,007.00	$11,167.63	$2,495.25
496-6008	REMOV STR (BOX CULVERT)	LF	$64.25	35.00	$2,248.75	(35.00)	0.00	$0.00	($2,248.75)
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$6,000.00	13.00	$78,000.00	9.00	22.00	$132,000.00	$54,000.00
506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)	LF	$22.53	1,090.00	$24,557.70	(287.00)	803.00	$18,091.59	($6,466.11)
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$6.99	1,090.00	$7,619.10	(287.00)	803.00	$5,612.97	($2,006.13)
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	$16.15	500.00	$8,075.00	(120.00)	380.00	$6,137.00	($1,938.00)
506-6024	CONSTRUCTION EXITS (REMOVE)	SY	$5.82	500.00	$2,910.00	(120.00)	380.00	$2,211.60	($698.40)
506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	$4.31	540.00	$2,327.40	(540.00)	0.00	$0.00	($2,327.40)
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$0.88	540.00	$475.20	(540.00)	0.00	$0.00	($475.20)
508-6001	CONSTRUCTING DETOURS	SY	$60.30	1,370.00	$82,611.00	312.00	1,682.00	$101,424.60	$18,813.60
512-6009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	$68.86	440.00	$30,298.40	(260.00)	180.00	$12,394.80	($17,903.60)
512-6033	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	$10.48	640.00	$6,707.20	340.00	980.00	$10,270.40	$3,563.20
512-6034	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	$26.41	120.00	$3,169.20	80.00	200.00	$5,282.00	$2,112.80
512-6045	PORT CTB (STKPL)(LOW PROF)(TY 1)	LF	$13.16	80.00	$1,052.80	20.00	100.00	$1,316.00	$263.20
529-6008	CONC CURB & GUTTER (TY II)	LF	$18.85	9,482.00	$178,735.70	157.00	9,639.00	$181,695.15	$2,959.45
530-6005	DRIVEWAYS (ACP)	SY	$29.94	1,154.00	$34,550.76	(132.00)	1,022.00	$30,598.68	($3,952.08)
550-6001	CHAIN LINK FENCE (INSTALL) (6')	LF	$28.61	320.00	$9,155.20	(320.00)	0.00	$0.00	($9,155.20)
550-6003	CHAIN LINK FENCE (REMOVE)	LF	$5.42	331.00	$1,794.02	(331.00)	0.00	$0.00	($1,794.02)
552-6001	WIRE FENCE (TY A)	LF	$7.08	11,152.00	$78,956.16	(11,152.00)	0.00	$0.00	($78,956.16)
552-6005	GATE (TY 1)	EA	$1,495.00	2.00	$2,990.00	(2.00)	0.00	$0.00	($2,990.00)
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$268.81	5.00	$1,344.05	(1.00)	4.00	$1,075.24	($268.81)
618-6046	CONDT (PVC) (SCH 80) (2")	LF	$13.26	275.00	$3,646.50	(157.00)	118.00	$1,564.68	($2,081.82)
618-6053	CONDT (PVC) (SCH 80) (3")	LF	$39.56	60.00	$2,373.60	45.00	105.00	$4,153.80	$1,780.20
620-6007	ELEC CONDR (NO.8) BARE	LF	$2.81	285.00	$800.85	(160.00)	125.00	$351.25	($449.60)
620-6008	ELEC CONDR (NO.8) INSULATED	LF	$1.40	3,290.00	$4,606.00	532.00	3,822.00	$5,350.80	$744.80
620-6009	ELEC CONDR (NO.6) BARE	LF	$3.66	130.00	$475.80	125.00	255.00	$933.30	$457.50
620-6010	ELEC CONDR (NO.6) INSULATED	LF	$2.28	816.00	$1,860.48	798.00	1,614.00	$3,679.92	$1,819.44
624-6010	GROUND BOX TY D (162922) W/APRON	EA	$1,089.82	1.00	$1,089.82	2.00	3.00	$3,269.46	$2,179.64
644-6002	IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	EA	$493.07	5.00	$2,465.35	(1.00)	4.00	$1,972.28	($493.07)
644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	$338.01	34.00	$11,492.34	3.00	37.00	$12,506.37	$1,014.03
644-6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	EA	$385.01	8.00	$3,080.08	6.00	14.00	$5,390.14	$2,310.06
644-6071	RELOCATE SM RD SN SUP&AM TY TWT	EA	$353.00	3.00	$1,059.00	10.00	13.00	$4,589.00	$3,530.00
658-6008	INSTL DEL ASSM (D-SW)SZ 1(FLX)GF2(BI)	EA	$14.50	26.00	$377.00	5.00	31.00	$449.50	$72.50
658-6046	INSTL OM ASSM (OM-2X)(WC)GND	EA	$40.45	38.00	$1,537.10	(2.00)	36.00	$1,456.20	($80.90)
662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LF	$0.67	13,231.00	$8,864.77	(771.00)	12,460.00	$8,348.20	($516.57)
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	$0.67	12,511.00	$8,382.37	550.00	13,061.00	$8,750.87	$368.50
662-6057	WK ZN PAV MRK REMOV (TRAF BTN) TY W	LF	$0.85	12,998.00	$11,048.30	(1,646.00)	11,352.00	$9,649.20	($1,399.10)
662-6059	WK ZN PAV MRK REMOV (TRAF BTN) TY Y	LF	$0.85	12,393.00	$10,534.05	138.00	12,531.00	$10,651.35	$117.30
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	$0.70	4,679.00	$3,275.30	235.00	4,914.00	$3,439.80	$164.50
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	$8.75	568.00	$4,970.00	(306.00)	262.00	$2,292.50	($2,677.50)
666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	$200.00	15.00	$3,000.00	20.00	35.00	$7,000.00	$4,000.00
666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	$115.00	15.00	$1,725.00	2.00	17.00	$1,955.00	$230.00
666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LF	$8.75	90.00	$787.50	40.00	130.00	$1,137.50	$350.00
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	$0.33	20,867.00	$6,886.11	(1,990.00)	18,877.00	$6,229.41	($656.70)
666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	$0.35	4,550.00	$1,592.50	(70.00)	4,480.00	$1,568.00	($24.50)
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	$0.33	31,634.00	$10,439.22	(1,651.00)	29,983.00	$9,894.39	($544.83)
The "Totals" from Table B of the previous work sheet:					$3,831,723.32			$3,288,807.82	($542,915.50)
TOTALS					$4,504,342.38			$3,924,668.40	($579,673.98)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *9* ***Project #*** *1809-261*

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
672-6007	REFL PAV MRKR TY I-C	EA	$4.55	175.00	$796.25	449.00	624.00	$2,839.20	$2,042.95
672-6009	REFL PAV MRKR TY II-A-A	EA	$3.50	985.00	$3,447.50	493.00	1,478.00	$5,173.00	$1,725.50
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$0.80	21,625.00	$17,300.00	3,956.00	25,581.00	$20,464.80	$3,164.80
677-6003	ELIM EXT PAV MRK & MRKS (8")	LF	$1.70	438.00	$744.60	522.00	960.00	$1,632.00	$887.40
677-6008	ELIM EXT PAV MRK & MRKS (ARROW)	EA	$105.00	6.00	$630.00	(1.00)	5.00	$525.00	($105.00)
677-6012	ELIM EXT PAV MRK & MRKS (WORD)	EA	$120.00	5.00	$600.00	(2.00)	3.00	$360.00	($240.00)
684-6008	TRF SIG CBL (TY A)(12 AWG)(3 CONDR)	LF	$1.81	1,615.00	$2,923.15	154.00	1,769.00	$3,201.89	$278.74
684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	$2.64	1,782.00	$4,704.48	87.00	1,869.00	$4,934.16	$229.68
684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	$2.56	2,044.00	$5,232.64	110.00	2,154.00	$5,514.24	$281.60
730-6002	FULL - WIDTH MOWING	AC	$103.09	23.00	$2,371.07	22.10	45.10	$4,649.36	$2,278.29
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	$54.23	77.00	$4,175.71	(44.00)	33.00	$1,789.59	($2,386.12)
6185-6002	TMA (STATIONARY)	DAY	$160.00	179.00	$28,640.00	(179.00)	0.00	$0.00	($28,640.00)
J102-002	12" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	LF	$46.86	3,117.00	$146,062.62	133.00	3,250.00	$152,295.00	$6,232.38
J102-003	8" C-900, DR-18 PVC Pipe; w/Tracer Wire; Installed	LF	$68.45	15.00	$1,026.75	30.00	45.00	$3,080.25	$2,053.50
J102-006	20" HOPE Dual Wall Enc. Pipe; Bored with 12" C-900, DR-18 RJ Carrier Pipe; Installed	LF	$427.95	60.00	$25,677.00	60.00	120.00	$51,354.00	$25,677.00
J102-009	Slick Bore, Including 16" C-905, DR-18 PVC Pipe; w/TracerWire; Installed	LF	$364.96	125.00	$45,620.00	15.00	140.00	$51,094.40	$5,474.40
J102-013	8" Gate Valve, Box, and Marker; Installed	EA	$1,867.95	1.00	$1,867.95	1.00	2.00	$3,735.90	$1,867.95
J102-014	Air/Vacuum Relief Valve and Marker; Installed	EA	$2,687.88	2.00	$5,375.76	1.00	3.00	$8,063.64	$2,687.88
J102-016	Connect New 16" to Existing 16"; Installed	EA	$1,716.50	3.00	$5,149.50	(2.00)	1.00	$1,716.50	($3,433.00)
J102-019	Connect Existing 8" to New 8"; Installed	EA	$1,160.38	1.00	$1,160.38	1.00	2.00	$2,320.76	$1,160.38
J102-025	Install New Fire Hydrants Assembly; Installed	EA	$4,836.73	6.00	$29,020.38	(1.00)	5.00	$24,183.65	($4,836.73)
J102-028	6" Compacted Crushed Limestone Gravel Replacement; Installed	SF	$5.50	455.00	$2,502.50	(455.00)	0.00	$0.00	($2,502.50)
J102-029	2" HMAC "Type D" Asphalt Replacement With Base Replacement; Installed	SF	$10.40	85.00	$884.00	(85.00)	0.00	$0.00	($884.00)
J102-030	6" Reinforced Concrete Replacement; Installed	SF	$12.96	170.00	$2,203.20	(26.00)	144.00	$1,866.24	($336.96)
WC9039-001	Enterprise Products Pipeline Protection	EA	$13,128.21	2.00	$26,256.42	(2.00)	0.00	$0.00	($26,256.42)
999-WC01	FORCE ACCOUNT	DOL	$1.00	50,000.00	$50,000.00	(50,000.00)	0.00	$0.00	($50,000.00)
585-WC01	FORCE ACCOUNT ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	$1.00	14,000.00	$14,000.00	(19,366.00)	-5,366.00	($5,366.00)	($19,366.00)
341-WC01	FORCE ACCOUNT ESTIMATED PLACEMENT AND PRODUCTION	DOL	$1.00	75,600.00	$75,600.00	(51,059.02)	24,540.98	$24,540.98	($51,059.02)
341-WC02	FORCE ACCOUNT ESTIMATED PLACEMENT AND PRODUCTION	DOL	$1.00	41,200.00	$41,200.00	(26,277.00)	14,923.00	$14,923.00	($26,277.00)
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-AA	EA	$4.60	20.00	$92.00	(20.00)	0.00	$0.00	($92.00)
662-6063	WK ZN PAV MRK REMOV (W) 4" SLD	LF	$0.66	746.00	$492.36	950.00	1,696.00	$1,119.36	$627.00
662-6075	WK ZN PAV MRK REMOV (W) 24" SLD	LF	$5.18	20.00	$103.60	(20.00)	0.00	$0.00	($103.60)
662-6095	WK ZN PAV MRK REMOV (Y) 4" SLD	LF	$0.66	746.00	$492.36	1,100.00	1,846.00	$1,218.36	$726.00
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	$3.24	20.00	$64.80	11.00	31.00	$100.44	$35.64
341-WC05	D-GR HNA TY D SAC-B PG 70-22 (UNIVERSITY BLVD PAVING)	TON	$217.15	160.00	$34,744.00	(47.55)	112.45	$24,418.52	($10,325.48)
658-WC01	INSTL OM ASSM (OM-4)(TWT)GND	EA	$397.81	18.00	$7,160.58	7.00	25.00	$9,945.25	$2,784.67
999-WC05	EXTENDED PROJECT OVERHEAD FOR UTILITY RELOCATION IMPACT	LS	$223,343.80	1.00	$223,343.80	0.04	1.04	$232,277.55	$8,933.75
502-WC01	POLICE-VEHICLES FOR TCP	DOL	$1.00	10,000.00	$10,000.00	(6,139.66)	3,860.34	$3,860.34	($6,139.66)
ADDITIONAL (NEW) CONTRACT ITEMS ADDED BY CHANGE ORDER									
999-WC06	CHANNEL EXCAV AT CULVERT C	LS	$749.30	0.00	$0.00	1.00	1.00	$749.30	$749.30
999-WC07	EXCAVATION TEMP DITCH STA. 209-221 AT UTILITY CONFLICT	LS	$1,706.33	0.00	$0.00	1.00	1.00	$1,706.33	$1,706.33
999-WC08	REVISE DITCH AT GAS LINE	LS	$1,289.79	0.00	$0.00	1.00	1.00	$1,289.79	$1,289.79
999-WC09	POTHOLE FOR GAS LINE	LS	$1,712.81	0.00	$0.00	1.00	1.00	$1,712.81	$1,712.81
999-WC10	REVISE GAS VENT	LS	$508.88	0.00	$0.00	1.00	1.00	$508.88	$508.88
	The "Totals" from Table B of the previous work sheet:				$3,831,723.32			$3,288,807.82	($579,673.98)
	TOTALS				$4,653,388.68			$3,952,606.31	($737,540.85)

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

CR 110 Middle
Williamson County Project No. 1809-261

Change Order No. 9

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.

The following is a description of items with major changes in quantity.

Item 161-WC001 Erosion Control Compost (3”). Subcontractor chose not to use this item to establish grass on the project, due to the naturally fertile components in the topsoil.

Item 162-WC103 Mulch Topdressing (5”). Subcontractor chose not to use this item to minimize erosion on the project.

Item 168-WC01 Vegetative Watering. The Contractor was able to establish grass on the project without requiring additional watering due to the occurrence of rain events on the project.

Item 341-6008 D-GR HMA Ty B PG 64-22. This item was underrun because the previous CR 110 South project constructed a portion of the south end of the project north of the Limmer Loop intersection.

Item 351-6002 Flexible Pavement Repair (6”). This Item was not used due to the good condition of the existing pavement during the construction of the project.

Item 502-6001 Barricades, Signs and Traffic Handling. This Item was overrun due to the extended duration of the project. This is related to the 122 Days added by Change Order Number 8, that compensated the Contractor for impacts due to the delay in relocation of various utilities on the project.

Item 552-6001 Wire Fence (Ty A). This item was not used because the right of way was already being developed for subdivisions when the project started.

The following is a description of new items added by this Change Order.

Item 999-WC06 Channel Excavation at Culvert C. This item compensated the contractor for additional excavation required at Culvert C to provide positive drainage

Item 999-WC07 Excavation Temporary Ditch from Sta. 209 to 221 at Utility Conflicts. This item compensates the Contractor for the cost of excavating a temporary ditch in the vicinity of existing utility poles that were not relocated when the contractor needed to grade the area.

Item 999-WC08 Revise ditch at Gas Line. This Item compensates the Contractor for the cost of revising a ditch in the vicinity of the Enterprise Gas line crossing. The ditch was reshaped to be wider and not as deep over the gas line.

Item 999-WC10 Revise Gas Vent. This Item compensates the Contractor for removal and replacement of a gas line vent during ditch grading over the gas line.

The following new items were added to this change order.

ITEM	DESCRIPTION	QUANTITY	UNIT
999-WC06	CHANNEL EXCAVATION AT CULVERT C	1.00	LS
999-WC07	EXCAVATE TEMPORARY DITCH FROM STA 209 TO 221 AT UTILITY CONFLICT	1.00	LS
999-WC08	REVISE DITCH AT GAS LINE	1.00	LS
999-WC09	POTHOLE FOR GAS LINE	1.00	LS
999-WC10	REVISE GAS VENT	1.00	LS

This Change Order results in a decrease of $737,540.85 to the Contract amount, for an adjusted Contract total of $8,559,681.50. The original Contract amount was $8,910,862.73. As a result of this and all Change Orders to-date, $351,181.23 has been deducted from the Contract, resulting in an 3.94% net decrease in the Contract cost. Zero (0) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

502-WC01

INVOICE

Primoris Services Corporation
James Construction Group

Date:
7/9/2019

Invoice #
10743-LAW070919

Bill To:
WILLIAMSON COUNTY
c/o HNTB
101 E. Old Settlers Blvd.
Round Rock, Texas 78664

RE:
Williamson County
CR 110 Middle
Project No.: 1809-261

Qty	UM	Description	Unit Price	Total
5.25	HR	MARCO SOLIS (CITY OF LEANDER)	$60.00	**$315.00**
5.25	HR	ZACHERY LOPEZ (CITY OF LEANDER)	$60.00	**$315.00**
5.25	HR	BENJAMIN LARA (TRAVIS COUNTY PARK POLICE)	$70.00	**$367.50**
5.25	HR	GABRIEL MEDELLIN (OFFICE OF INSPECTOR GENERAL)	$70.00	**$367.50**
10.5	HR	CITY OF LEANDER VEHICLE USE (SOLIS & LOPEZ)	$10.00	**$105.00**
		James Construction Group Administrative Compensation	5%	**$73.50**
		James Construction Group Bond Cost	1%	**$15.44**
			Total	**$1,558.94**

Notes:

Law Enforcement Officers for controlling traffic on CR 110 and University Blvd during striping and traffic switch operations for Phase 1 Step 2 at University Blvd.

BELTON - CHERYL CARPENTER

PAY TYPE 21

CITY OF LEANDER

POLICE DEPT.

INVOICE

Customer

Name: James Construction Co.
Address:
City: State: ZIP:
Attention: Accounts Payable

Invoice No. 0709193
Invoice Date 07/10/19
Due Date Upon Receipt

Date	Officer Name	Event	Times		Hours	Rate/HR	TOTAL
7/9/2019	Marco Solis	Road Job - Univ. Blvd / CR 110, RR	19:30	0:45	5.25	$60.00	$315.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00

SubTotal $315.00
Shipping
Tax Rate(s)
TOTAL $315.00

Make Check Payable To:

Marco Solis 26936
705 Leander Dr
Leander, TX 78641

Office Use Only

Leander Police Department
705 Leander Dr.
Leander, TX 78641
Phone 512-528-2809 Fax 512-528-2801

CITY OF LEANDER

POLICE DEPT.

INVOICE

Customer

Name: James Construction Co.
Address:
City: State: ZIP:
Attention: Accounts Payable

Invoice No. 070919C
Invoice Date 07/10/19
Due Date Upon Receipt

Date	Officer Name	Event	Times		Hours	Rate/HR	TOTAL
							$0.00
							$0.00
7/9/2019	Zachery Lopez	Road Job - Univ. Blvd / CR 110, RR	19:30	0:45	5.25	$60.00	$315.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00

Sub1otal $315.00
Shipping
Tax Rate(s)
TOTAI $315.00

Make Check Payable To:

Zachery Lopez
705 Leander Dr
Leander, TX 78641

Office Use Only

Leander Police Department
705 Leander Dr.
Leander, TX 78641
Phone 512-528-2809 Fax 512-528-2801

BELTON - CHERYL CARPENTER

PAY TYPE 21

James Construction Co. Invoice Date 7/10/2019

Date	Officer	Event	Times	Hours	Rate/Hr
7/10/19	Benjamin Lara	CR 110	19:30-12:45	5.25	$70.00

Total Hours 5.25

Total Payout $367.50

Make Checks Payable To:

Benjamin Lara 26940
107 Harvest Ln
Hutto, Texas 78634

BELTON-CHERYL CARPENTER

PAY TYPE 21

James Construction Co. Invoice Date 7/10/2019

Date	Officer Name	Event	Times	Hours	Rate/Hr
7/11/19	Gabriel Medellin	CR 110	19:30-12:45	5.25	$70.00

Total Hours 5.25

Total Payout $367.50

Make Checks Payable To

Gabriel Medellin 26942
13412 Nelson Houser St.
Manor, Texas 78653

INVOICE

Primoris Services Corporation
James Construction Group

Date:
7/29/2019

Invoice #
10743-LAW072919

Bill To:
WILLIAMSON COUNTY
c/o HNTB
101 E. Old Settlers Blvd.
Round Rock, Texas 78664

RE:
Williamson County
CR 110 Middle
Project No.: 1809-261

Qty	UM	Description	Unit Price	Total
4.5	HR	BENJAMIN LARA (TRAVIS COUNTY PARK POLICE)	$70.00	**$315.00**
4.5	HR	GABRIEL MEDELLIN (OFFICE OF INSPECTOR GENERAL)	$70.00	**$315.00**
		James Construction Group Administrative Compensation	5%	**$31.50**
		James Construction Group Bond Cost	1%	**$6.62**
Notes:			**Total**	**$668.12**

Law Enforcement Officers for controlling traffic on CR 110 and University Blvd during striping and traffic switch operations for Phase 1 Step 3 at University Blvd.

BELTON-CHERYL CARPENTER

PAY TYPE 21

07/29/19

James Construction Co.

Invoice Date ~~7/30/2019~~

Date	Officer	Event	Times	Hours	Rate/Hr
7/29/19	Benjamin Lara	CR 110	19:30-12:00	4.5	$70.00

Total Hours 4.5

Total Payout $315.00

Make Checks Payable To:

Benjamin Lara 26940
107 Harvest Ln
Hutto, Texas 78634

10743-0596.1004.000
ABurdoric

BELTON - CHERYL CARPENTER

PAY TYPE 21

James Construction Co. Invoice Date 7/30/2019

Date	Officer Name	Event	Times	Hours	Rate/Hr
7/29/19	Gabriel Medellin	CR 110	19:30-12:00	4.5	$70.00

Total Hours 4.5

Total Payout $315.00

Make Checks Payable To

Gabriel Medellin 36942
13412 Nelson Houser St.
Manor, Texas 78653

Abatronic
10743
0596-1004.000

INVOICE

Primoris Services Corporation
James Construction Group

Date:
7/29/2019

Invoice #
10743-LAW072919

Bill To:
WILLIAMSON COUNTY
c/o HNTB
101 E. Old Settlers Blvd.
Round Rock, Texas 78664

RE:
Williamson County
CR 110 Middle
Project No.: 1809-261

Qty	UM	Description	Unit Price	Total
4.5	HR	BENJAMIN LARA (TRAVIS COUNTY PARK POLICE)	$70.00	**$315.00**
4.5	HR	GABRIEL MEDELLIN (OFFICE OF INSPECTOR GENERAL)	$70.00	**$315.00**
		James Construction Group Administrative Compensation	5%	**$31.50**
		James Construction Group Bond Cost	1%	**$6.62**
Notes:			**Total**	**$668.12**

Law Enforcement Officers for controlling traffic on CR 110 and University Blvd during striping and traffic switch operations for Phase 1 Step 3 at University Blvd.

BELTON-CHERYL CARPENTER

PAY TYPE 21

07/29/19

James Construction Co.

Invoice Date ~~7/30/2019~~

Date	Officer	Event	Times	Hours	Rate/Hr
7/29/19	Benjamin Lara	CR 110	19:30-12:00	4.5	$70.00

Total Hours 4.5

Total Payout $315.00

Make Checks Payable To:

Benjamin Lara 26940
107 Harvest Ln
Hutto, Texas 78634

10743-0596.1004.000
ABurdoric

BELTON - CHERYL CARPENTER

PAY TYPE 21

James Construction Co. Invoice Date 7/30/2019

Date	Officer Name	Event	Times	Hours	Rate/Hr
7/29/19	Gabriel Medellin	CR 110	19:30-12:00	4.5	$70.00

Total Hours 4.5

Total Payout $315.00

Make Checks Payable To

Gabriel Medellin 36942
13412 Nelson Houser St.
Manor, Texas 78653

Abatronic
10743
0596-1004.000

ITEM 502-WC01

INVOICE

Date: 6/29/2020

Invoice # 10743-03

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 110
Project No.: 1809-261
Control No.: 1809-261

Qty	UM	Description	Unit Price	Total
11.00	HR	Officer Francisco Artes 7/14/20 from 8:00 - 17:50	$74.24	**$816.64**
			Total	**$816.64**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	6/22/2020	**Project:**	CR110 (MIDDLE SECTION)			**County:**	Williamson
CO Pricing Good For:	45 Days (unless noted otherwise elsewhere)	**Control:**	1809-261			**Highway:**	CR110
Description:	Officer Freddy Nunez 6/22/20 from 7:00 - 18:00	**Original Contract:**		**Net CO:**	$ -	**Revised Contract:**	
Estimated Qty:	11.00 HR	**Narrative:**	An officer was used to provide additional protection at the University intersection while ATS switched the traffic signals to the new intersection and Flasher striped for the switch.				
Estimated Change in Contract Sum:	$ 705.23						
Estimated Change in Contract Time:							

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**		**Extended**
						$	-
						$	-
					Subtotal	$	-
					25% Profit	$	-
					55% Burdens	$	-
					Total Labor	$	-

Equipment	**QTY**	**UM**	**Rate**		**Extended**
				$	-
				$	-
			Subtotal	$	-
			15% Profit	$	-
			Total Equipment	$	-

Subcontractors	**QTY**	**UM**	**Price**		**Extended**
Officer Fransisco Artes from 8:00 - 17.30	9.50	HR	$ 70.00	$	665.00
			Subtotal	$	665.00
			5% Profit	$	33.25
			Total Subcontract	$	698.25

Material	**QTY**	**UM**	**Price**		**Extended**
		CY		$	-
			Subtotal	$	-
			25% Markup	$	-
			Total Material	$	-

Additional Work Items	**QTY**	**Units**	**Price**		**Extended**
		DOL	$ -	$	-
			Total	$	-

TOTAL OF WORK PERFORMED	$	698.25
BOND FEE (ADD 1%)	$	6.98
TOTAL COST	$	705.23
UNIT PRICE (TOTAL COST/EST. QTY)	$	64.11

ITEM 502-WCO1

INVOICE

Date: 6/29/2020

Invoice # 10743-03

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 110
Project No.: 1809-261
Control No.: 1809-261

Qty	UM	Description	Unit Price	Total
11.00	HR	Officer Freddy Nunez 6/22/20 from 7:00 - 18:00	$74.24	**$816.64**
			Total	**$816.64**

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	6/22/2020	**Project:**	CR110 (MIDDLE SECTION)	**County:**	Williamson
CO Pricing Good For:	45 Days (unless noted otherwise elsewhere)	**Control:**	1809-261	**Highway:**	CR110
Description:	Officer Freddy Nunez 6/22/20 from 7:00 - 18:00	**Original Contract:**	**Net CO:** $ -	**Revised Contract:**	
Estimated Qty:	11.00 HR	**Narrative:**	An officer was used to provide additional protection at the University intersection while Texas Materials worked near the intersection placing the final drive surface.		
Estimated Change in Contract Sum:	$ 816.59				
Estimated Change in Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)		Extended
						$	-
						$	-
					Subtotal	$	-
					25% Profit	$	-
					55% Burdens	$	-
					Total Labor	$	-

Equipment	QTY	UM	Rate		Extended
				$	-
				$	-
			Subtotal	$	-
			15% Profit	$	-
			Total Equipment	$	-

Subcontractors	QTY	UM	Price		Extended
Officer Freddy Nunez 6/22/20 from 7:00 - 18:00	11.00	HR	$ 70.00	$	770.00
			Subtotal	$	770.00
			5% Profit	$	38.50
			Total Subcontract	$	808.50

Material	QTY	UM	Price		Extended
		CY		$	-
			Subtotal	$	-
			25% Markup	$	-
			Total Material	$	-

Additional Work Items	QTY	Units	Price		Extended
		DOL	$ -	$	-
			Total	$	-

TOTAL OF WORK PERFORMED	$	808.50
BOND FEE (ADD 1%)	$	8.09
TOTAL COST	$	816.59
UNIT PRICE (TOTAL COST/EST. QTY)	$	74.24

James Construction **Invoice Date 6/25/2020**

Date	Officer Name	Event	Times	Hours	Rate
6/22/20	Freddy Nunez	CR 110 Middle CSJ 1809-261	07:00-18:00	11	$70.00

Total Hours 11

Total Payout $770.00

Make Checks Payable To:

Freddy Nunez
2108 Brewers Place Cv
Taylor, Texas 76574

999-WC06

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	4/9/2020	**Project:**	CR110 (MIDDLE SECTION)	**County:**	Williamson Co
Description:	Added Channel Exc Culvert C	**Control:**		**Highway:**	CR110
Estimated Qty:	1.00				
UOM:	EA	NOTE:			

Labor	**ST Hours**	**OT Hours**	**ST Rate**	**OT Rate**	**Extended**
Mike Willes		3	$26.00		$ 78.00
				25% Profit	$ 19.50
				55% Burdens	$ 42.90
				Subtotal	$140.40

Equipment	**U/M**	**Units**	**Rate**	**Extended**
T609 D6 Dozer	hr	1	$72.31	$ 72.31
EB306 Cat 349 Excavator	hr	2	$225.36	$ 450.72
			15% Profit	$ 78.45
			Subtotal	$ 601.48

Subcontractors	**QTY**	**Units**	**Price**	**Extended**
			5% Profit	
			Subtotal	$ -

Material	**QTY**	**Units**	**Price**	**Extended**
			25% Markup	$ -
			Subtotal	$ -

TOTAL OF WORK PERFORMED	**$ 741.88**
BOND FEE (ADD 1%)	**$ 7.42**
TOTAL COST	**$ 749.30**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 749.30**

4/9/20 - Received grading plan for Culvert C downstream channel that morning. One operator used EB306 to do the initial excavation and then used T609 to grade and track in the slopes. After Discussion with HNTB, a force account was requested for this added work.

Email: accountspayable@prim.com
BATON ROUGE, 70879-9022
Job Phone:
Job Fax:

JCG Force Account

EDDIE CHURCH
HNTB CORPORATION
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

WILLIAMSON Co. - CR 110 MIDDLE SECTION
Job #: 1809-261
Control#: 1809-261
RE: Force Account for the Added Channel Excavation Culvert C

Dear Mr. CHURCH:

Please see attached documentation for the work performed in regards to the channel excavation added to the downstream channel at culvert C. As discussed in the field with the designated observer this work will be paid for under force account Item no: 999-WC01 Force Account. Payment of this item should be $749.30.

Summary of Work:
4/9/20 - Received grading plan for Culvert C downstream channel that morning. One operator used EB306 to do the initial excavation and then used T609 to grade and track in the slopes. A total of 3 hours was spent completing the work.

Respectfully yours,
James Construction Group

Alexander Krejchi
Project Engineer

CC: File

Primoris

Foreman's Daily Time Report

Job No	Day of Week	Date	Week Ending
10743	Thursday	4/9/2020	4/12/2020

Job Name: CR 110 Williamson County

Weather:

Per Diem:

AWA

Employee No.	Name	Craft/Class	Equip. #	Equipment Meters/Mileage	Abs Code	No Injury	Total Hrs Worked	A Hrs	B Hrs	C Hrs	D Hrs	E Hrs
	Allocation							0502.3000	0501.4000	0596-4001-000 0507.2000		
	Phase											
	Description							Finish base	Slopes	Force Account	Traffic Control	
200110	Brown, Nicolas	8/T1405			C/N		8.5	8.5				
204019	Minton, Stevie	16/T1606	3-1988	10214 hrs	C/N		8.5	8.5	1			
226645	Cummins, Richard C	8/T1306	G0487	4057 hrs	C/N		8.5	8.5				
227961	Willess, Mike	8/T1306	T0609	7996 hrs	C/N		8.5		5.5	3		
243082	Copeland, Willie	8/T1369	LW-479	9136 hrs	C/N		8.5	8.5				
243736	Williams, Jase		Boom		C/N		8.5				8.5	
#REF!	336FL Excavator		EB6308		C/N							
	Roller (A1300352)		R8352R	245 hrs	C/N							
	Roller		RA0301		C/N							
	938M Loader		LW0505		C/N							
	Cody's Truck		1-589	54487	C/N							
	349 Excavator		EB D306	8218 hrs	C/N							
Totals							51	34	5.5	3	8.5	

	Quantity		Description / Location, Station, Etc
A	1261.013	SY	Finish base - CR110 - Sta 243+15 to 244 (85x45.5÷9÷2) 214.8SY, CR110 transitions Sta 31.9+50 to 32+50 (500x18.83) 1046.15
B	316.66	CY	Slopes - Shoulder up to base Lt front slope Sta 243+25 to 246, Lt front slope Sta 242 to 242+50
C			Channel Excavation - Culvert C downstream, Open up Channel for drainage Sta 236+21
D			Traffic Control sweep through out job.
E			

Production Report: List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc

(#) Reblading Finish base CR110 over Culvert C, the temporary shoring collapsed. Sta 236+39
Had meeting with HNTB, Clayton Weber and Dave Thomas - DSC Project Manager Heath Taylor to discuss options for repair.

Foreman: ANDREW GUTIERREZ Date: 4-9-2020
Crew - Boss

Project Manager: Date: 4.13.20

ALEXANDER KREJCHI
PROJECT ENGINEER
TEXAS DIVISION

Office Manager: Date:

ALEXANDER KREJCHI
PROJECT ENGINEER
TEXAS DIVISION

EquipmentWatch.

www.equipmentwatch.com

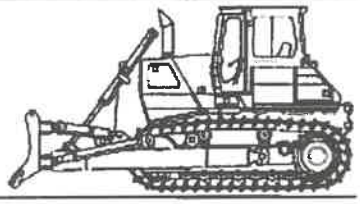
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 13, 2020

Caterpillar D5K2 XL
Standard Crawler Dozers

Size Class:
85 - 104 HP
Weight:
20534 lbs



Configuration for D5K2 XL

Dozer Type	**VPAT**	Net Horsepower	**104.0 hp**
Operator Protection	**ROPS/FOPS**	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 $7,090.00	USD $1,985.00	USD $495.00	USD $74.00	USD $36.50	USD $76.78
Adjustments						
Region (Texas: 88.9%)	(USD $786.99)	(USD $220.34)	(USD $54.94)	(USD $8.21)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,303.01**	**USD $1,764.67**	**USD $440.05**	**USD $65.79**	**USD $36.50**	**USD $72.31**

Non-Active Use Rates

	Hourly
Standby Rate	USD $16.83
Idling Rate	USD $49.18

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $2,127.00/mo
Overhaul (ownership)	52%	USD $3,686.80/mo
CFC (ownership)	9%	USD $638.10/mo
Indirect (ownership)	8%	USD $567.20/mo
Fuel (operating) @ USD 3.07	37%	USD $13.37/hr

Revised Date: 1st half 2020

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 ALLISON CANGELOSI (acangelosi@jcgllc.com)

EquipmentWatch.

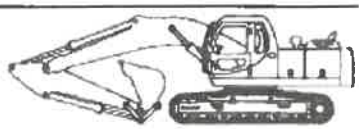
www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

April 14, 2020

Caterpillar 349F
Crawler Mounted Hydraulic Excavators



Size Class:
50.1 - 66.0 MTons
Weight:
N/A

Configuration for 349F

Bucket Capacity - Heaped	**4.2 cu yd**	Net Horsepower	**417.0 hp**
Operating Weight	**117500.0 lbs**	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 $20,295.00	USD $5,685.00	USD $1,420.00	USD $215.00	USD $120.89	USD $236.20
Adjustments						
Region (Texas: 90.6%)	(USD $1,907.73)	(USD $534.39)	(USD $133.48)	(USD $20.21)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $18,387.27**	**USD $5,150.61**	**USD $1,286.52**	**USD $194.79**	**USD $120.89**	**USD $225.36**

Non-Active Use Rates	Hourly
Standby Rate	USD $55.37
Idling Rate	USD $160.61

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD $7,509.15/mo
Overhaul (ownership)	46%	USD $9,335.70/mo
CFC (ownership)	10%	USD $2,029.50/mo
Indirect (ownership)	6%	USD $1,217.70/mo
Fuel (operating) @ USD 3.07	46%	USD $56.14/hr

Revised Date: 1st half 2020

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 ALLISON CANGELOSI (acangelosi@jcgllc.com)

999-WC07

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	5/31/2020	**Project:**	CR110 (MIDDLE SECTION)	**County:**	Williamson Co
Description:	Cut Temp Ditch 209-221 Right of Center	**Control:**		**Highway:**	CR110
Estimated Qty:	1.00				
UOM:	LS	NOTE:			

Labor	**ST Hours**	**OT Hours**	**ST Rate**	**OT Rate**		**Extended**
Mike Willess	13		$26.00			$ 338.00
					25% Profit	$ 84.50
					55% Burdens	$ 185.90
					Subtotal	$608.40

Equipment	**U/M**	**Units**	**Rate**	**Extended**
T609 D6 Dozer	hr	13	$72.31	$ 940.03
			15% Profit	$ 141.00
			Subtotal	$ 1,081.03

Subcontractors	**QTY**	**Units**	**Price**	**Extended**
			5% Profit	
			Subtotal	$ -

Material	**QTY**	**Units**	**Price**	**Extended**
			25% Markup	$ -
			Subtotal	$ -

TOTAL OF WORK PERFORMED	**$ 1,689.43**
BOND FEE (ADD 1%)	**$ 16.89**
TOTAL COST	**$ 1,706.33**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 1,706.33**

PSC cut and shaped a temporary drainage ditch running from sta 209+75 - 221+00 (Rt) to facilitate drainage through culvert B.
This allowed PSC to plug/remove the existing cross culvert at station 211+00 and complete the remaining phase 2 subgrade around the existing culvert.

Email: accountspayable@prim.com
BATON ROUGE, 70879-9022
Job Phone:
Job Fax:

Primeis Services Corporation
James Construction Group

JCG Force Account

EDDIE CHURCH
HNTB CORPORATION
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

WILLIAMSON Co. - CR 110 MIDDLE SECTION
Job #: 1809-261
Control#: 1809-261
RE: Force Account Cutting Temporary Drainage Ditch 209+75 – 221+00

Dear Mr. CHURCH:

Attached is a copy of the force account requested by HNTB to pay for the excavation of a temporary drainage ditch running from 209+75 – 221+00. This ditch redirects water from the existing cross culvert at 211+00 to Culvert B, allowing PSC to plug/remove the cross culvert and complete the remaining phase 2 subgrade.

Respectfully yours,
James Construction Group

Alexander Krejchi
Project Engineer

CC:

FA

P-C Primoris

Foreman's Daily Time Report

Job No	Day of Week	Date	Week Ending
10743	Saturday	5-30 2020	5-31-2020

Job Name: CR 110 Williamson County

Weather:

Allocation:
Phase:
Description:
Per Diem:
AWA:

	A	B	C	D	E
	0501-4000	0501-3000			
	Subgrade	Excavation			

Employee No.	Name	Craft/Class	Equip. #	Equipment Meters/Mileage	Abs Code	No Injury	Total Hrs Worked	A Hrs	B Hrs	C Hrs	D Hrs	E Hrs
200110	Brown, Nicolas	8/T1405	R# 301		C/N		4	4				
204019	Minton, Stevie	18/T1606	3-1988	10264 hrs	C/N		4	4				
226645	Cummins, Richard C	8/T1306	G0487	9229 hrs	C/N		4	4				
227961	Wilkes, Mike	8/T1306	T0609	8223 hrs	C/N		5		5			
243082	Copeland, Willie	8/T1369	LW-479		C/N		0					
243136	Williams, Jon C	14/T1175			C/N		0					
242417	Dowley, Trey	19/T150			C/N		0					
	Wallace, Chris	14/T1178			C/N		0					
					C/N							
	938M Loader		LW0505		C/N							
	Cody's Truck		1-699	57700	C/N							
					C/N							
Totals												

Quantity	Description / Location, Station, Etc.
A	Subgrade CR110 Sta 232 to 234+50 process & rolled - Subgrade too wet.
B	Cut to fill - Cut temporary ditch Lt side Sta 209+75 to 211+50 and stockpiled
C	
D	
E	

Production Report: List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc

(B) Can't cut ditch per plan, still has power poles and water meter in ditch

Foreman: ANDREW GUTIERREZ Date:
Crew - B001

Project Manager: Date: 6-1-20

ALEXANDER KREJCHI
PROJECT ENGINEER
TEXAS DIVISION

Office Manager: Date:

(TA) (TA)

Primoris

Foreman's Daily Time Report

Job No.	Day of Week	Date	Week Ending
10743	Monday	6/1/2020	6/7/2020

Job Name: CR 110 Williamson County

Weather:

Employee No.	Name	Craft/Class	Equip. #	Allocation / Phase / Description / Per Diem / AWA Equipment Meters/Mileage	Abs Code	No Injury	Total Hrs Worked	A 0501-4000 Subgrade Hrs	B 0501-4000 Slopes Hrs	C 0501-2000 Road Repairs Hrs	D 0501-2000 Clean up Hrs	E 0501-2000 Topsoil Hrs
204019	Minton, Stevie	16/T1606	3-1488	10273 hrs	C/N		10	2		2		
227961	Willess, Mike	8/T1306	T0609	8243 hrs	C/N		10		8			2
243082	Copeland, Willie	8/T1369	LW-479	9284 hrs	C/N		8			2	6	
243736	Williams, Jace C	19/T1175			C/N		8			2	6	
282417	Dowley, Trey	19/T1150			C/N		8			2	6	
282420	Walding, Christopher	19/T1175			C/N		8			2	6	
200116	Brown, Nicholas	8/T1405	RA 301	1232 hrs			10	8		2		
226645	Cummins, Richard	8/T1306	60487	9238 hrs			10	10				
	John Deere 250D offroad		TED9446R3	4678 hrs								
	Cody Trucks	1-599		55822 mi/hr								
Totals							72	26	8	12	24	2

	Quantity	Description / Location, Station, Etc.
A		Subgrade - Process CR110 Sta 232 to 234+50, Finish subgrade CR110 Sta 217 to 231
B		Slopes - temporary ditch Rt side Sta 218+50 to 221+00
C		Repairs - fill in potholes with cold mix
D		Clean up throughout job.
E	148.88 cy	Place topsoil w/dozer Lsta 205+98 to 210+00 (4:2 X 30 X 4")

Production Report: List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc.

(A) Surveyors started grade check @ 2pm for subgrade sta 217 to 231

(B) Could not excavate ditch per plan - water line & power poles in the way. Diverted ditch to Culvert B and plugged pipes at sta 211 & 213 CR110

Foreman: ANDREW GUTIERREZ Date: 6-1-2020
Crew - B001
Andrew Gutierrez

Project Manager: Date: 6/1/20
ALEXANDER KREJCHI
PROJECT ENGINEER
TEXAS DIVISION

Office Manager Date

EquipmentWatch.

www.equipmentwatch.com

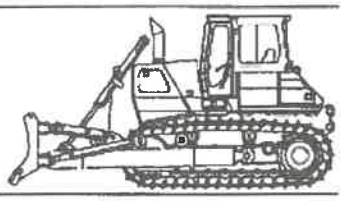
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 13, 2020

Caterpillar D5K2 XL
Standard Crawler Dozers

Size Class:
85 - 104 HP
Weight:
20534 lbs



Configuration for D5K2 XL

Dozer Type	VPAT	Net Horsepower	104.0 hp
Operator Protection	ROPS/FOPS	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 $7,090.00	USD $1,985.00	USD $495.00	USD $74.00	USD $36.50	USD $76.78
Adjustments						
Region (Texas: 88.9%)	(USD $786.99)	(USD $220.34)	(USD $54.94)	(USD $8.21)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,303.01**	**USD $1,764.67**	**USD $440.05**	**USD $65.79**	**USD $36.50**	**USD $72.31**

Non-Active Use Rates

	Hourly
Standby Rate	USD $16.83
Idling Rate	USD $49.18

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $2,127.00/mo
Overhaul (ownership)	52%	USD $3,686.80/mo
CFC (ownership)	9%	USD $638.10/mo
Indirect (ownership)	8%	USD $567.20/mo
Fuel (operating) @ USD 3.07	37%	USD $13.37/hr

Revised Date: 1st half 2020

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 ALLISON CANGELOSI (acangelosi@jcgllc.com)

All material herein © 2003-2020 Informa All rights reserved.

INVOICE

Date: 6/15/2020

Invoice # 10743-01

Primoris Services Corporation
James Construction Group

Bill To:
Eddie Chruch
HNTB Corporation
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

RE:
Williamson
CR 110
Project No.: 1809-261
Control No.: 1809-261

Qty	UM	Description	Unit Price	Total	
1.00	LS	6/2/20 - Additional Cost to Cut Revised Ditchline	$1,289.79	**$1,289.79**	999-WC08
1.00	LS	5/15/20 - Pot Hole for Gas Line Elevation and Slab Location	$1,712.81	**$1,712.81**	999-WC09
1.00	LS	5/12/20 - Survey Gas Line Vent Location	$508.88	**$508.88**	999-WC10
			Total	**$3,511.47**	

5880 WEST HWY 190, SUITE 100
BELTON, TX 76513
PHONE (254) 939-8610
FAX (254) 939-8611

Primoris Services Corporation
James Construction Group

JCG Force Account

CLAYTON WEBER
HNTB CORPORATION
101 E. Old Settlers Blvd, Suite 100
Round Rock, TX 78664

WILLIAMSON Co. - CR 110 MIDDLE SECTION
Job #: 1809-261
Control#: 1809-261
RE: Force Account for the Repair of Potholes 4/6 and 4/13/2020

Dear Mr. Weber:

PSC requests additional compensation for the unplanned costs caused by the conflict between the west ditch line at approximately station 212+00, and the enterprise gas line. Please see the following timeline:

On 5/7/20 – PSC met with HNTB and a representative from Enterprise gas line prior to beginning to dig in the area surrounding the gas line. It was determined that the current plans did not account for the gas line protection previously installed and PSC would not be allowed dig in the area. To mitigate the impact, PSC to cut the ditch but left approximately 300 ft untouched between Sta 211+00 - 214+00 over the gas line.

5/8/20 – PSC submitted RFI 38 requesting direction regarding the conflict.

5/11/20 – Survey requested by HNTB to determine gas line vent locations, PSC survey locations and provided to HNTB the 5/12/20.

5/14/20 – HNTB requested potholing to determine the location and elevation of the gas line and protective pad. PSC used a mini excavator and several laborers to find the gas line while survey provided elevation checks while digging and took final shots when the lines were found.

5/26/20 – PSC received new ditch line plans avoiding all conflicts.

6/2/20 – PSC returns to the area and cuts the revised ditch line.

5880 WEST HWY 190, SUITE 100
BELTON, TX 76513
PHONE (254) 939-8610
FAX (254) 939-8611

Primoris Services Corporation
James Construction Group

PSC requests compensation for the time survey spent collecting information, potholing for the gasline, and for PSC to return to the area to cut the revised portion of the ditch.

Regards,

James Construction Group

Heath Taylor

Heath Taylor
Project Manager

CC: Project File, David Thomas, Alexander Krejchi

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	6/2/2020	**Project:**	CR110 (MIDDLE SECTION)	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	1809-261	**Highway:**	CR110
Description:	Additional cost to cut revised ditchline	**Original Contract:**	**Net CO:** $ -	**Revised Contract:**	
Estimated Qty:	1.00 LS	**Narrative:**	PSC requests compensation for the Operator and Equipment that was pulled from scheduled work to complete the ditch line from station 211+00 - 214+00 after receiving revised plan sheets over the gas line.		
Estimated Change in Contract Sum:	$ 1,289.79				
Estimated Change In Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**		**Extended**
Operator - Mike Willess	10.00		HR	$ 26.00		$	260.00
						$	-
						$	-
						$	-
						$	-
					Subtotal	$	260.00
					15% Markup	$	39.00
					55% Burdens	$	143.00
					Total Labor	$	**442.00**

Equipment	**QTY**	**UM**	**Rate**		**Extended**
CAT D5 Dozer	10.00	HR	$ 72.61	$	726.10
				$	-
			Subtotal	$	726.10
			15% Markup	$	108.92
			Total Equipment	$	**835.02**

Subcontractors	**QTY**	**UM**	**Price**		**Extended**
		LS		$	-
			Subtotal	$	-
			15% Markup	$	-
			Total Subcontract	$	-

Material	**QTY**	**UM**	**Price**		**Extended**
		CY		$	-
			Subtotal	$	-
			15% Markup	$	-
			Total Material	$	-

Additional Work Items	**QTY**	**Units**	**Price**		**Extended**
		DOL	$ -	$	-
			Total	$	-

TOTAL OF WORK PERFORMED	$	**1,277.02**
BOND FEE (ADD 1%)	$	**12.77**
TOTAL COST	$	**1,289.79**
UNIT PRICE (TOTAL COST/EST. QTY)	$	**1,289.79**

Primoris

Foreman's Daily Time Report

Job No.	Day of Week	Date	Week Ending
10743	Tuesday	6/2/2020	6/7/2020

Job Name: CR 110 Williamson County

Weather:

Allocation
Phase
Description
Per Diem
AWA

Employee No.	Name	Craft/Class	Equip. #	Equipment Meters/Mileage	Abs Code	Inj	Total Hrs Worked	A 0501-4000 Subgrade Hrs	B 0501-3000 Cut to fill Hrs	C 0507-2000 Traffic Control Hrs	D Hrs	E Hrs
204019	Minton, Stevie	18/T1606	3-1948	10283hrs	C/N	BM	10	5	5			
227961	Willess, Mike	8/T1306	T0609	8242hrs	C/N	MW	10		10			
243082	Copeland, Willie	8/T1369	LW-479	9294 hrs	C/N	WC	10		10			
243736	Williams, Jace C	18/T1175	6/road		C/N	JCW	10		10			
282417	Dowley, Trey	19/T1150	spotter		C/N	TD	10		10			
282420	Walding, Christopher	19/T1175	2/road flagger		C/N	CW	10		5	5		
22645	Cummins, Richard	8/T1304	60447	9247 hrs	C/N	RC	10	10				
20110	Brown, Nicolas	8T/1405	RA301	1233 hrs	C/N	NB	10	10				
	John Deere 2500 offroad		TE02446R3	4688 hrs	C/N							
	Cat Backhoe		LH119	4270 hrs	C/N							
	Coby Truck		1-55	59137	C/N							
					C/N							
Totals							80	25	50	5		

	Quantity		Description / Location, Station, Etc.
A	2087.19	sy	Finish Subgrade - CR110 Sta 217 to 231 (1400 x 26.83 ÷ 9 = 2)
B	532.	cy	Cut to fill - Cut left ditch Sta 212 to 213+50, CR110 E Ditch Sta 216 to 213 fill Median Sta 264 to 266
C			CR110 Sta 211 to 213
			Traffic Control - flagging, crossing CR110 & CR112

Production Report- List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc.

(B) 1 John Deere offroad - 36 loads @ 14cy per load

Foreman: ANDREW GUTIERREZ Date: 6.2.2020

Crew - B001

Project Manager: Date: 6.4.20

ALEXANDER KREJCHI
PROJECT ENGINEER
TEXAS DIVISION

ENTERED

Office Manager: Date: JUN - 4 2020

#322

CONSTRUCTION DIVISION

EquipmentWatch.

www.equipmentwatch.com

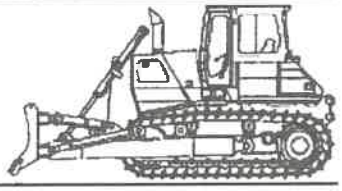
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 13, 2020

Caterpillar D5K2 XL
Standard Crawler Dozers

Size Class:
85 - 104 HP
Weight:
20534 lbs



Configuration for D5K2 XL

Dozer Type	**VPAT**	Net Horsepower	**104.0 hp**
Operator Protection	**ROPS/FOPS**	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 $7,090.00	USD $1,985.00	USD $495.00	USD $74.00	USD $36.50	USD $76.78
Adjustments						
Region (Texas: 88.9%)	(USD $786.99)	(USD $220.34)	(USD $54.94)	(USD $8.21)		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,303.01**	**USD $1,764.67**	**USD $440.05**	**USD $65.79**	**USD $36.50**	**USD $72.31**

Non-Active Use Rates

	Hourly
Standby Rate	USD $16.83
Idling Rate	USD $49.18

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $2,127.00/mo
Overhaul (ownership)	52%	USD $3,686.60/mo
CFC (ownership)	9%	USD $638.10/mo
Indirect (ownership)	8%	USD $567.20/mo
Fuel (operating) @ USD 3.07	37%	USD $13.37/hr

Revised Date: 1st half 2020

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 ALLISON CANGELOSI (acangelosi@jcgllc.com)

All material herein © 2003-2020 Informa All rights reserved.

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	5/14/2020	**Project:**	CR110 (MIDDLE SECTION)	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	1809-261	**Highway:**	CR110
Description:	Pot hole for Gasline Elevations and slab location	**Original Contract:**	**Net CO:** $ -	**Revised Contract:**	
Estimated Qty:	1.00 LS	**Narrative:**	7:00 am - Pot hole for C129 gasline by hand, Albert with Enterprise on site		
Estimated Change In Contract Sum:	$ 1,712.81		9:30 am - Mini-Ex from United and on site		
Estimated Change In Contract Time:			10:00 am - Exposed C129		
			11:00 am - Exposed Slab		
			12:15 pm - Exposed C129 gasline on Right side of Roadway		
			1:00 pm - Backfilled and cleaned up locations finishing the work		

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Laborer - Willie Copeland	6.00		HR	$ 16.00		$ 96.00
Laborer - Jace Williams	6.00		HR	$ 15.00		$ 90.00
Laborer - Chris Walding	6.00		HR	$ 15.00		$ 90.00
Laborer - Trey Dowley	6.00		HR	$ 15.00		$ 90.00
Survey - William Mayhew	6.00		HR	$ 30.00		$ 180.00
Survey - Verlon Tweedle	6.00		HR	$ 38.31		$ 229.86
						$ -
					Subtotal	$ 775.86
					15% Markup	$ 116.38
					55% Burdens	$ 426.72
					Total Labor	**$ 1,318.96**

Equipment	**QTY**	**UM**	**Rate**	**Extended**
United Rentals Mini Ex	1.00	DAY	$ 57.37	$ 57.37
Survey pick up 1/2 ton	6.00	HR	$ 27.56	$ 165.36
GPS Rover	6.00	HR	$ 17.50	$ 105.00
				$ -
			Subtotal	$ 327.73
			15% Markup	$ 49.16
			Total Equipment	**$ 376.89**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
		LS		$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	$ -

Material	**QTY**	**UM**	**Price**	**Extended**
		CY		$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Material	$ -

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
		DOL	$ -	$ -
			Total	$ -

TOTAL OF WORK PERFORMED	**$ 1,695.85**
BOND FEE (ADD 1%)	**$ 16.96**
TOTAL COST	**$ 1,712.81**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 1,712.81**

Primoris

Foreman's Daily Time Report

Job No.	Day of Week	Date	Week Ending
10743	Thursday	5/14/2020	5/17/2020

Job Name: CR 110 Williamson County

Weather:

Allocation		A	B	C	D	E
Phase		0560-3000	0516-4000	0501-3000		
Description		Cut to fill	Pothole	Cleanup		
Per Diem						
AWA						

Employee No.	Name	Craft/Class	Equip. #	Equipment Meters/Mileage	ADS Code	Inj	Total Hrs Worked	Hrs	Hrs	Hrs	Hrs	Hrs
204019	Minton, Stevie	15/T1606	3-1988		C/N							
227961	Willess, Mike	8/T1306	T0809	4165	C/N	PV	10	10				
243082	Copeland, Willie	8/T1369	LW-479		C/N	WC	8		6	2		
243736	Williams, Jace C	15/1175	T0809		C/N	LW	8		6	2		
282420	Walding, Chris				C/N		8		6	2		
282417	Dowley, Trey				C/N	TD	8		6	2		
	336FL Excavator		EB0309		C/N							
	Roller (A1300357)		R0352R		C/N							
	Roller		RA0301		C/N							
	938M Loader		LW0505		C/N							
	Cody's Truck		1-508		C/N							
					C/N							
Totals							42	10	24	8		

Quantity	Description / Location, Station, Etc.
A	Cut to fill w/dozer - rework ditch the revised cross-sections Sta 209+50 to 212+00
B	Pothole Enterprise, #3 gas line - left & right ditch Sta 212+25
C	
D	
E	

Production Report: List Load Counts, Deliveries, Accidents, Owner Verbal Directives, Problems Encountered, Explanation of Down Time, Etc.

(B) used mini excavator w/smooth bucket and hand dig - Albert Saucedo w/ Enterprise was present

Foreman: ANDREW GUTIERREZ Date: 5/14/2020

Crew - B001

Project Manager: Date: 5-15-20

ALEXANDER KREJCHI
PROJECT ENGINEER
TEXAS DIVISION

Office Manager: Date:

United Rentals

BRANCH 19J
1910 WEST PECAN STREET
PFLUGERVILLE TX 78660
512-990-8665
512-990-1944 FAX

RENTAL AND SERVICE AGREEMENT

181844750

Job Site

ROAD CONSTRUCTION PROJECT
COUNTY ROAD 110 & LINNER LOOP
x:CR 110@LINNER LOOP
ROUND ROCK TX 78665
Office: 225-295-4830 Cell: 254-718-4392

JAMES CONSTRUCTION GROUP LLC
PO BOX 90022
BATON ROUGE LA 70879-9022

Customer #	: 759075
Agreement Date	: 05/14/20
Rental Out	: 05/14/20 10:30 AM
Scheduled In	: 05/15/20 10:30 AM
UR Job Loc	: COUNTY ROAD 110 & LI
UR Job #	: 23
Customer Job ID:	
P.O. #	: 524510
Requested By	: ALEX KREJCHI
Reserved By	: JUAN JIMENEZ
Salesperson	: JARED KARNS

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Estimated Amt.
1	10820891	MINI EXCAVATOR 6000 6799# Make: TAKEUCHI Model: TB230 Serial: 130004454 Meter out: 511.30		53.00	370.00	1588.00	53.00
1	907/0534	MINI EXCAVATOR BUCKET 18" SMOOTH					N/C
2	260/9916	BINDER:LOAD RATCHET 5/16" 3/8" CHAIN	6.00	6.00	18.00	65.00	12.00
2	260/9910	TIE-DOWN CHAIN 20 FT	7.00	7.00	13.00	46.00	14.00
						Rental Subtotal:	79.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX	[DRSURTX/MCI]	.111	EACH	.11
				Sales/Misc Subtotal:	.11
				Agreement Subtotal:	79.11
				Tax:	6.52
				Estimated Total:	85.63

COMMENTS/NOTES:

CONTACT: ALEX KREJCHI
CELL#: 254-718 4392

$ 53.00
x 0.0825 SALES TX
4.37
$ 57.37

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. The Rental Protection Plan is only available to direct commercial customers. Upon accepting the optional Rental Protection Plan, Customer agrees to pay a charge equal to 15% of the rental charges on the Equipment Customer wants covered by the Rental Protection Plan. In return, United agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Rental and Service Terms.

NOTICE FOR RENTAL OF A MOTOR VEHICLE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A DAMAGE WAIVER (or "Rental Protection Plan") TO LIMIT CUSTOMER'S FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE MOTOR VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, CUSTOMER MAY WISH TO DETERMINE WHETHER CUSTOMER'S OWN INSURANCE GIVES CUSTOMER COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED OR DECLINED BY CUSTOMER.

A CLEANING CHARGE: WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS.

REFUELING SERVICE CHARGE: Customer is required to return the Equipment with a full tank of fuel. If Customer returns the Equipment with less than a full tank of fuel, Customer agrees to pay a Refueling Service Charge at the per gallon rate applicable at the time Customer returns the Equipment. (The current rate is available from the Store Location; but, the final rate may differ based on market conditions at the time of return). For additional information, see the Rental and Service Terms.

ENVIRONMENTAL SERVICE CHARGE: Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at United's discretion. The Environmental Service Charge is 2.00% of the rental charge and will not exceed $99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

DELIVERY: If Customer chooses to have United deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge.

READ BEFORE SIGNING: By signing below, Customer: (I) agrees that Customer has received, read and agreed to the Rental and Service Terms and the optional Rental Protection Plan ("RPP") Terms (if the RPP is applicable), both of which are posted online at https://www.unitedrentals.com/legal/rental-service-terms-US and https://www.unitedrentals.com/legal/rpp-US, respectively, and are incorporated by reference into this Agreement; (II) authorizes United Rentals to charge the payment method provided per the above-referenced terms; and (III) acknowledges that the Equipment is in the condition as stated on the condition report(s). By agreeing to the Terms, you agree (1) to indemnify United for losses relating to his transaction; (2) that United's liabilities are limited; and (3) that United makes no warranties as the equipment's merchantability, quality or fitness for a particular purpose; as well as other Terms affecting your rights.

X

CUSTOMER SIGNATURE DATE | CUSTOMER NAME PRINTED | UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE

NOTICE: By accepting delivery of the Equipment listed above or making payment(s) to United for the Equipment listed above, Customer agrees to be bound by the Rental and Service Terms at the referenced URLs, even if the Rental and Service Agreement has not been fully executed. COPIES OF THE RENTAL AND SERVICE TERMS AND, IF APPLICABLE, THE RPP ARE AVAILABLE IN PAPER FORM UPON REQUEST.

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

November 18, 2019

Miscellaneous 4X2 1/2 375 CONV GAS
On-Highway Light Duty Trucks

Size Class:
380 HP & Over
Weight
HP

Configuration for 4X2 1/2 375 CONV GAS

Axle Configuration	4X2	Cab Type	Conventional
Horsepower	375 hp	Power Mode	Gasoline
Ton Rating	1/2		

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 $1,025.00	USD $290.00	USD $73.00	USD $11.00	USD $22.24	USD $28.06
Adjustments						
Region (Texas: 91.4%)	(USD $88.15)	(USD $24.94)	(USD $6.28)	(USD $0.95)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD $936.85	USD $265.06	USD $66.72	USD $10.05	USD $22.24	USD $27.58

Non-Active Use Rates	Hourly
Standby Rate	USD $3.78
Idling Rate	USD $23.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	USD $553.50/mo
Overhaul (ownership)	29%	USD $297.25/mo
CFC (ownership)	7%	USD $71.75/mo
Indirect (ownership)	10%	USD $102.50/mo
Fuel (operating) @ USD 2.51	80%	USD $17.88/hr

Revised Date: 2nd half 2019

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 ALLISON CANGELOSI (acangelosi@jcgllc.com)

All material herein © 2003-2019 Informa All rights reserved.

James Construction Group, LLC

Contractor's Basis of Estimate

Date:	5/12/2020	**Project:**	CR110 (MIDDLE SECTION)	**County:**	Williamson
CO Pricing Good For:	**45 Days (unless noted otherwise elsewhere)**	**Control:**	1809-261	**Highway:**	CR110
Description:	Survey Gas Line Vent Locations	**Original Contract:**	**Net CO:** $ -	**Revised Contract:**	
Estimated Qty:	1.00 LS	**Narrative:**	Survey requested by HNTB on 5/11/20 to determine gas line vent locations		
Estimated Change in Contract Sum:	$ 508.88				
Estimated Change In Contract Time:					

JCG reserves the right to request equitable time and monetary adjustments for additional or unforeseen work resulting from this change order.

Labor	**Reg Hrs**	**OT Hrs**	**UM**	**Reg Rate**	**OT Rate (x1.5)**	**Extended**
Survey - William Mayhew	3.00		HR	$ 30.00		$ 90.00
Survey - Verlon Tweedle	3.00		HR	$ 38.31		$ 114.93
						$ -
					Subtotal	$ 204.93
					15% Markup	$ 30.74
					55% Burdens	$ 112.71
					Total Labor	**$ 348.38**

Equipment	**QTY**	**UM**	**Rate**	**Extended**
Survey pick up 1/2 ton	3.00	HR	$ 27.56	$ 82.68
GPS Rover	3.00	HR	$ 17.50	$ 52.50
				$ -
			Subtotal	$ 135.18
			15% Markup	$ 20.28
			Total Equipment	**$ 155.46**

Subcontractors	**QTY**	**UM**	**Price**	**Extended**
		LS		$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Subcontract	$ -

Material	**QTY**	**UM**	**Price**	**Extended**
		CY		$ -
			Subtotal	$ -
			15% Markup	$ -
			Total Material	$ -

Additional Work Items	**QTY**	**Units**	**Price**	**Extended**
		DOL	$ -	$ -
			Total	$ -

TOTAL OF WORK PERFORMED	**$ 503.84**
BOND FEE (ADD 1%)	**$ 5.04**
TOTAL COST	**$ 508.88**
UNIT PRICE (TOTAL COST/EST. QTY)	**$ 508.88**

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

November 18, 2019

Miscellaneous 4X2 1/2 375 CONV GAS
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight:
HP

Configuration for 4X2 1/2 375 CONV GAS

Axle Configuration	**4X2**	Cab Type	**Conventional**
Horsepower	**375 hp**	Power Mode	**Gasoline**
Ton Rating	**1/2**		

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 $1,025.00	USD $290.00	USD $73.00	USD $11.00	USD $22.24	USD $28.06
Adjustments						
Region (Texas: 91.4%)	(USD $88.15)	(USD $24.94)	(USD $6.28)	(USD $0.95)		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $936.85**	**USD $265.06**	**USD $66.72**	**USD $10.05**	**USD $22.24**	**USD $27.56**

Non-Active Use Rates	Hourly
Standby Rate	USD $3.78
Idling Rate	USD $23.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	USD $553.50/mo
Overhaul (ownership)	29%	USD $297.25/mo
CFC (ownership)	7%	USD $71.75/mo
Indirect (ownership)	10%	USD $102.50/mo
Fuel (operating) @ USD 2.51	80%	USD $17.88/hr

Revised Date: 2nd half 2019

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 ALLISON CANGELOSI (acangelosi@jcgllc.com)

All material herein © 2003-2019 Informa All rights reserved.

TERM AND LONG-TERM RENTAL NEEDS AT COMPETITIVE PRICES!

Frontier Precision also rents specialty items, like the **SonarMite, High Accuracy GNSS Antenna's, WiFi Modems,** and **SPAR Utility Modules,** so if you need something you do not see here, chances are — ***we rent it!***

All of our rental equipment is tested, calibrated, and serviced in one of our **8 Certified Service Centers**, so you can be assured the equipment will work to your satisfaction, the first time.

GPS EQUIPMENT/SYSTEMS RENTALS

GPS Equipment/Systems/Handhelds
GPS Equipment/Controllers/Accessories
GPS RTK System (GNSS – includes all system accessories.)
$275 Per Day
GPS Rover (GNSS – includes all rover accessories.)
$175 Per Day
VRS Rover (GNSS – includes all VRS rover accessories.)
$210 Per Day
Trimble R2 RTK Rover
$140 Per Day
GEO (Submeter)
$80 Per Day
GEO (Subfoot)
$110 Per Day

Commissioners Court - Regular Session **55.**

Meeting Date: 01/11/2022

Sam Bass Rd. 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 4400 Sam Bass Road, LLC for ROW needed on Sam Bass Road. (PARCEL 32). Funding Source: Road Bonds P462.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parcel 32 Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:46 AM
Form Started By: Charlie Crossfield		Started On: 01/06/2022 08:18 AM
Final Approval Date: 01/06/2022		

REAL ESTATE CONTRACT
Corridor H/Sam Bass Road Right of Way—Parcel 32

THIS REAL ESTATE CONTRACT ("Contract") is made by 4400 SAM BASS ROAD, LLC (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.078 acre (3,393 sq. ft.) tract of land out of the J.H.DILLARD SURVEY, ABSTRACT NO. 179, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. **(Parcel 32);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of THIRTY-ONE THOUSAND FIVE HUNDRED TWENTY-FIVE and 00/100 Dollars ($31,525.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. As Additional Consideration for the conveyance of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of its proposed Corridor H/Sam Bass Road interim roadway improvement project ("Project") it shall cause a replacement driveway between Sam Bass Road and the remaining property of Seller to be constructed in the location and according to the design, plan and specifications as shown in Exhibit "B" attached hereto and incorporated herein, or otherwise as closely as commercially possible to the driveway design specifications existing at the time of construction. By execution of this Agreement, Seller grants permission to Purchaser, its contractors and agents to temporarily access the remaining property of Seller solely to the extent and only for the duration necessary for Purchaser to carry out the obligations of this paragraph.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with each of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before February 15, 2022, 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 the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

4400 SAM BASS ROAD, LLC

By: _____

Name: Strart Dupuy

Its: Manager

Date: 1/4/2021

Address: 4713 Mirador Drive
Austin, Texas 78735

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT "A"

County: Williamson
Parcel No.: 32
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

January 10, 2020

PROPERTY DESCRIPTION FOR PARCEL 32

DESCRIPTION OF A 0.078 ACRE (3,393 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF CALLED 1.887 ACRE TRACT OF LAND DESCRIBED IN A DEED TO E.D. THOMAS AND WIFE, W.L. THOMAS, RECORDED MAY 7, 1986 IN VOLUME 1361, PAGE 738, OFFICAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 0.078 ACRE (3,393 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 404.49 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 312+97.00 on the east line of a called 4.54 acre tract of land, described in a deed to Maria Digiulio and Craig Digiulio, recorded in Document No. 2013108510, O.P.R.W.C.TX., for the northwest corner of said 1.887 acre tract, same being the southwest corner of a called 2.95 acre tract of land described in a deed to Timothy Salomani and Nicole Salomani, recorded in Document No. 2017036850, O.P.R.W.C.TX.;

THENCE S 06°07'35" E, with the common line of said 1.887 acre tract and said 4.54 acre tract, a distance of 381.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,802.61, E=3,111,380.56) set 77.54 feet left of Sam Bass Road E.C.S 315+11.62 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 4.54 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said 1.887 acre tract, the following two (2) courses and distances numbered 1-2:

1) S 68°22'32" E, a distance of 61.04 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. 315+75.11, and

2) S 69°47'20" E, a distance of 95.80 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. 316+70.91 on the common line of said 1.887 acre tract and of a called 1.204 acre tract of land, described in a deed to Steven M. Counts and spouse, Kelly D. Counts, recorded in Document No. 2007038981, O.P.R.W.C.TX., for the northeast corner of the parcel described herein, from which a 1/2-inch iron rod found, for northwest corner of said 1.204 acre tract bears N 09°57'11" E, a distance of 115.74 feet;

3) **THENCE** S 09°57'11" W, departing the proposed 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 a 1/2-inch iron rod found on the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southwest corner of said 1.204 acre tract, same being the southeast corner of said 1.887 acre tract and the parcel described herein;

THENCE departing the common line of said 1.887 acre tract and said 1.204 acre tract, with the existing north right-of-way line of said Sam Bass Road, the following two (2) courses and distances numbered 4-5:

4) N 65°36'43" W, a distance of 9.98 feet to a calculated point, and

5) N 64°31'49" W, a distance of 144.61 feet to a 1/2-inch iron rod found, for the southeast corner of said 4.54 acre tract, same being the southwest corner of said 1.887 acre tract and the parcel described herein;

6) **THENCE** N 06°07'35" W, 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 4.54 acre tract, a distance of 18.19 feet to the **POINT OF BEGINNING**, and containing 0.078 acre (3,393 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF 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.

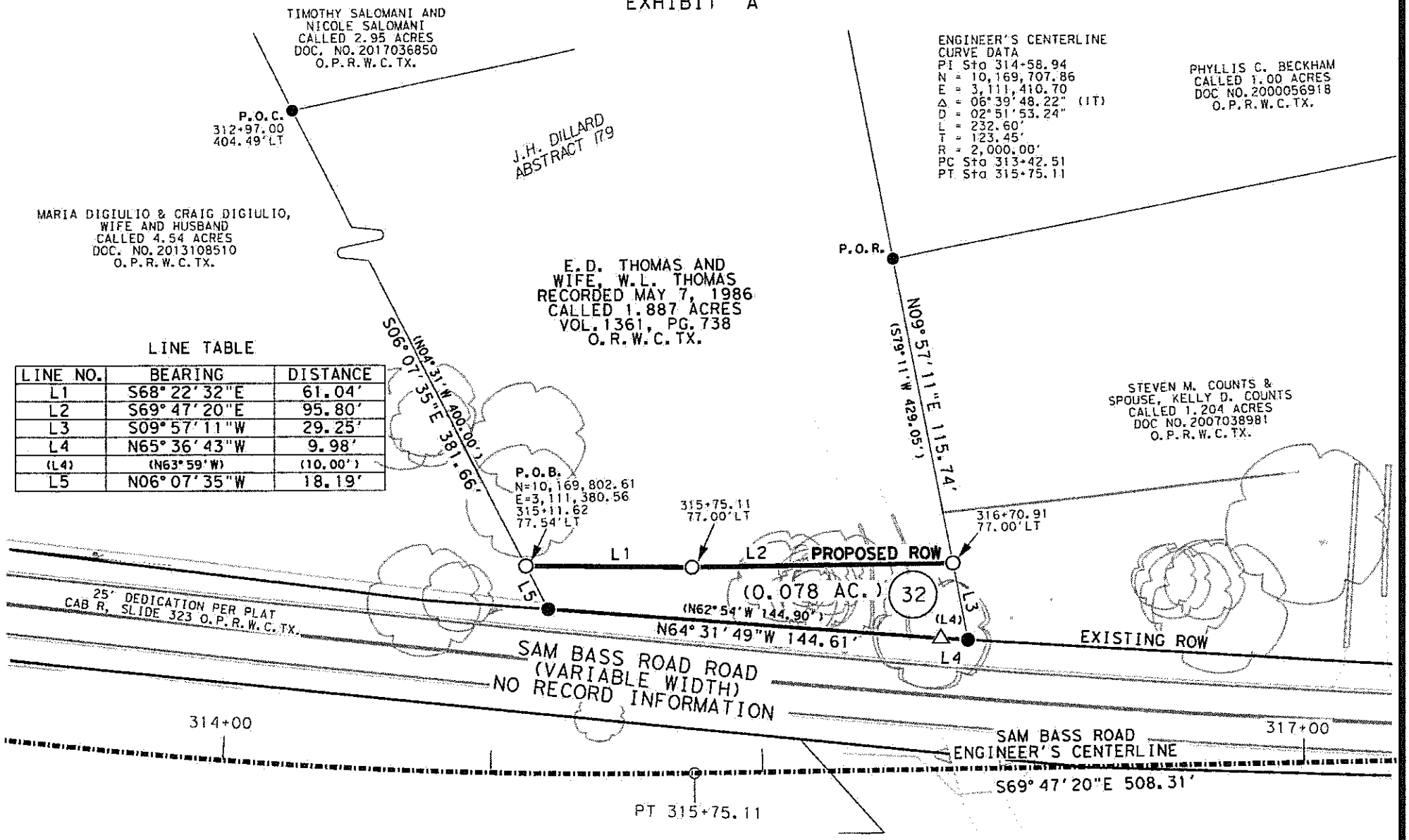
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
01/10/2020 2:52:30 PM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68°22'32"E	61.04'
L2	S69°47'20"E	95.80'
L3	S09°57'11"W	29.25'
L4	N65°36'43"W	9.98'
(L4)	(N63°59'W)	(10.00')
L5	N06°07'35"W	18.19'

REF. FIELD NOTE NO. 46603

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\32\PLAT\00\P-32.dgn

EXISTING	1.887 AC.	ACQUIRE	0.078 AC.	REMAINING	1.809 AC. LEFT

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

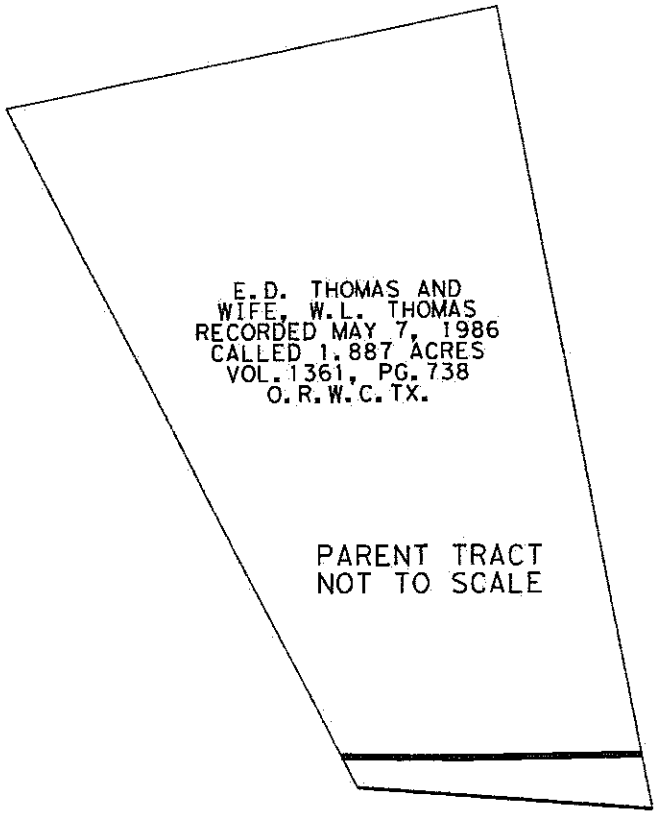
SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
E.D. THOMAS AND
WIFE, W.L. THOMAS
PARCEL 32
0.078 AC. (3,393 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)



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 WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
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.

Preliminary

01/10/2020 2:52:45 PM

DATE

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

REF. FIELD NOTE NO. 46603

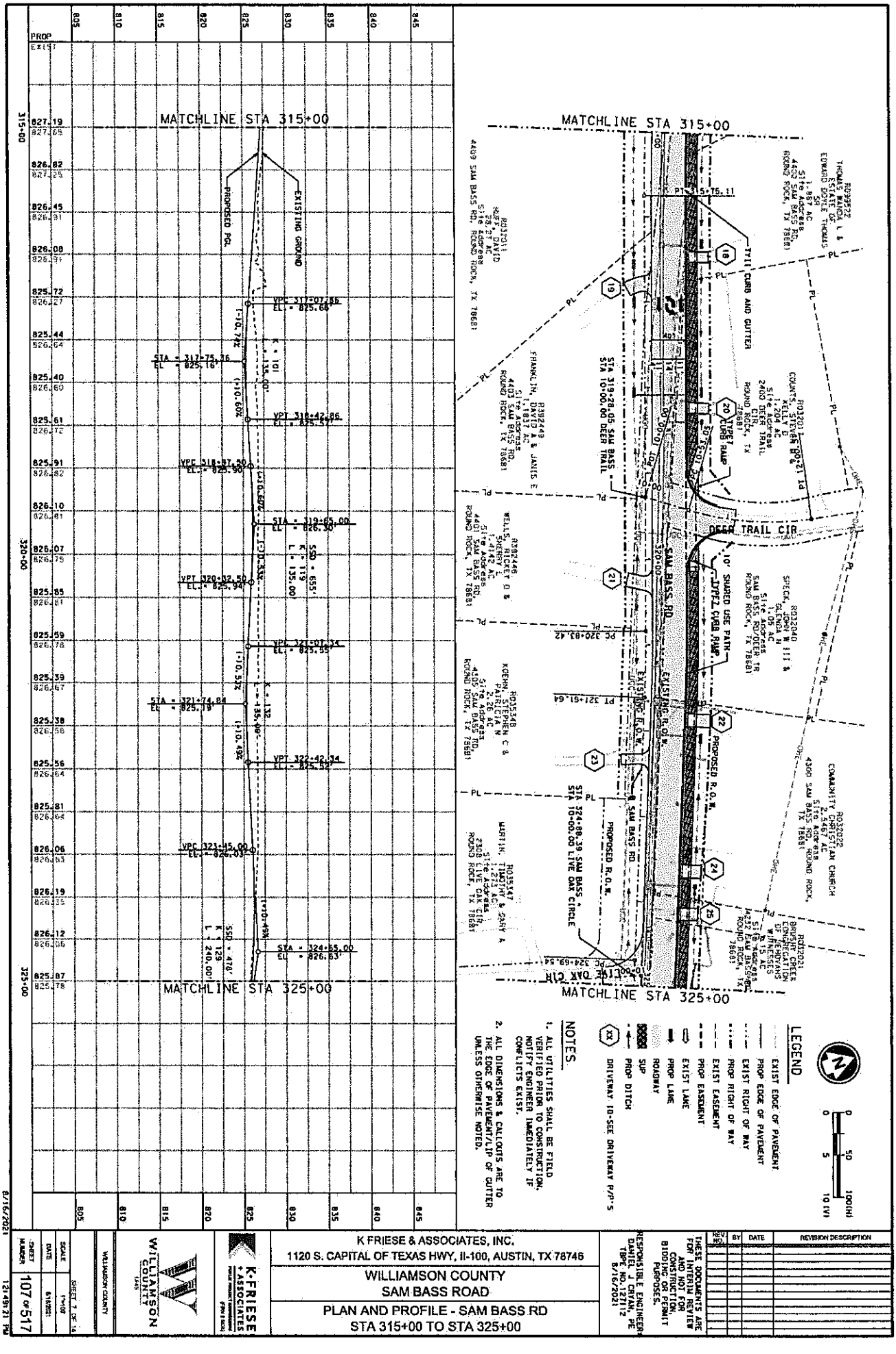
FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\32\PLAT\00\P-32.dgn

EXISTING	1.887 AC.	ACQUIRE	0.078 AC.	REMAINING	1.809 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
E.D. THOMAS AND
WIFE, W.L. THOMAS
PARCEL 32
0.078 AC. (3,393 SQ. FT.)

EXHIBIT "B"



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 315+00 TO STA 325+00

RESPONSIBLE ENGINEER
DANIEL CRAWFORD, PE
TBPE NO. 127112
8/16/2021

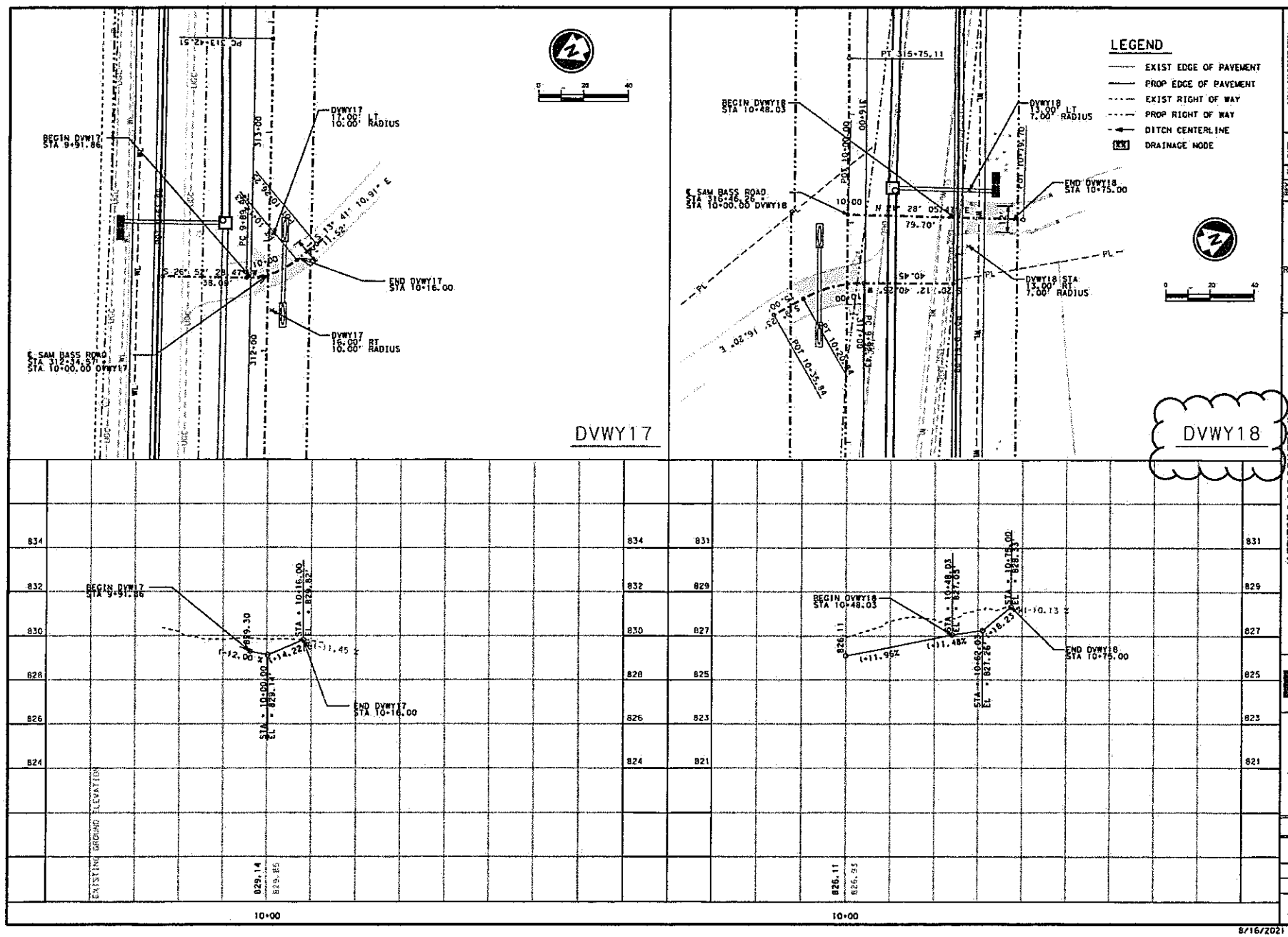
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

REV NO.	BY	DATE	REVISION DESCRIPTION

WILLIAMSON COUNTY
WILLIAMSON COUNTY

SHEET NUMBER 107 OF 517
DATE 8/16/2021
SCALE 1"=100'
SHEET 7 OF 14

8/16/2021 12:49:21 PM



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
DRIVEWAY PLAN AND PROFILE
DRIVEWAY 17 AND 18

K·FRIESE + ASSOCIATES

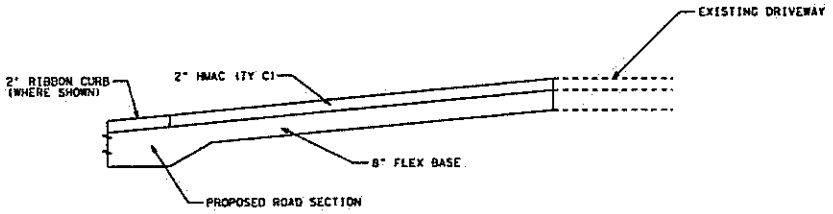
WILLIAMSON COUNTY

WILLIAMSON COUNTY

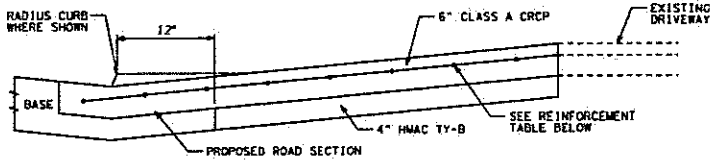
SHEET 9 OF 29

SCALE	1"=40'
DATE	8/16/2021
SHEET NUMBER	137 OF 517

8/16/2021 12:49:59 PM



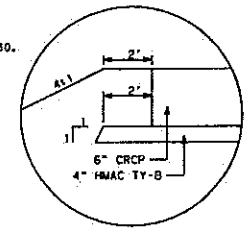
ASPHALT DRIVEWAY SECTION



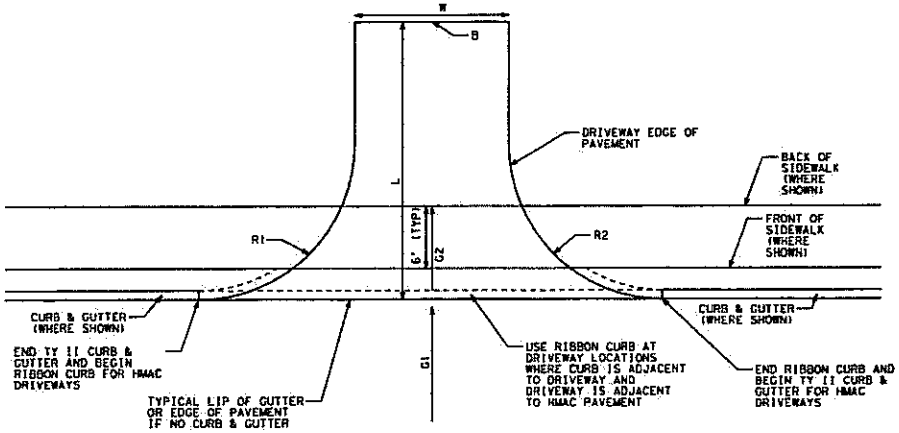
NOTE:

1. PLACE AN EXPANSION JOINT DOWN THE CENTER OF DRIVEWAYS 30 FEET AND WIDER. USE ½" ASPHALT BOARD OR OTHER APPROVED MATERIAL FOR CURB AND GUTTER EXPANSION JOINTS, SIDEWALK, AT THE ROW LINE, AND AT MID-WIDTH.
2. HMAC BASE IS CONSIDERED SUBSIDIARY TO ITEM 530.

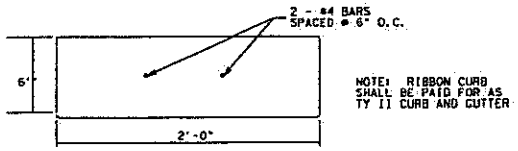
USE	THICKNESS	REINFORCEMENT
RESIDENTIAL	6"	#3@18" EW OR 6X6XW1.5XW1.5, MINIMUM
COMMERCIAL	6"	#3@12" EW OR 6X6XW5.0XW5.0, MINIMUM



CONCRETE DRIVEWAY SECTION



DRIVEWAY DETAIL



NOTE: RIBBON CURB SHALL BE PAID FOR AS TY II CURB AND GUTTER

RIBBON CURB

NO.	BY	DATE	REVISION DESCRIPTION

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY., II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD
ROADWAY DETAILS
DRIVEWAY DETAILS

K·FRIESE + ASSOCIATES
PUBLIC PROJECT SPECIALISTS
(FIRM # 9536)

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

SHEET 1 OF 2

SCALE	NA
DATE	8/16/2021
SHEET NUMBER	158 OF 517

8/16/2021 12:50:24 PM

PROPOSED DRIVEWAY TABLE

DRIVEWAY P&P SHEET	DRIVEWAY ID	ROADWAY STA (A)	LEFT/ RIGHT	SURFACE TYPE	USE	LENGTH (L)	WIDTH (W)	RADIUS (R1)	RADIUS (R2)	DRIVEWAYS AREA
						(FT)	(FT)	(FT)	(FT)	(SY)
1	1	10+60.39	LT	ASPH	RESIDENTIAL	32.8	13	7	7	50
	2	9+99.26	RT	ASPH	RESIDENTIAL	63.7	12	10	10	50
2	3	9+91.77	RT	ASPH	RESIDENTIAL	39.0	13	10	10	62
	4	9+91.90	RT	ASPH	RESIDENTIAL	22.1	12	10	10	34
3	5	9+91.11	RT	ASPH	RESIDENTIAL	24.8	13	10	10	43
	6	9+92.00	RT	ASPH	RESIDENTIAL	29.0	12	10	10	43
4	7	9+91.70	RT	ASPH	RESIDENTIAL	29.3	12	10	10	45
	8	9+91.95	RT	ASPH	RESIDENTIAL	62.0	14	10	10	102
5	9	9+92.00	RT	ASPH	RESIDENTIAL	73.0	12	10	10	102
	10	9+91.87	RT	CONC	RESIDENTIAL	74.1	12	10	10	104
6	11	10+49.37	LT	ASPH	RESIDENTIAL	30.4	12	7	7	43
	12	10+52.52	LT	ASPH	RESIDENTIAL	37.9	12	7	7	53
7	13	10+48.00	LT	CONC	RESIDENTIAL	44.8	12	7	7	62
	14	10+51.44	LT	CONC	RESIDENTIAL	27.8	13	7	7	43
8	15	10+48.00	LT	ASPH	RESIDENTIAL	29.2	12	7	7	41
	16	10+49.14	LT	ASPH	RESIDENTIAL	21.9	12	7	7	32
9	17	9+91.86	RT	ASPH	RESIDENTIAL	24.1	12	10	10	40
	18	10+48.03	LT	ASPH	RESIDENTIAL	27.0	12	7	7	38
10	19	9+91.98	RT	CONC	RESIDENTIAL	30.0	17	10	10	62
	20	10+39.14	LT	ASPH	RESIDENTIAL	26.9	12	7	7	38
11	21	9+92.00	RT	CONC	RESIDENTIAL	30.1	16	10	10	52
	22		LT					7	7	
12	23	9+91.98	RT	ASPH	RESIDENTIAL	25.0	12	10	10	49
	24		LT					7	7	
13	25		LT					7	7	
	26		LT					7	7	
14	27		LT					7	7	
	28	9+92.00	RT	CONC	RESIDENTIAL	27.0	12	10	10	41
15	29		LT					7	7	
	30	9+92.00	RT	CONC	RESIDENTIAL	25.1	13	10	10	41
16	31		LT					7	7	
	32	9+92.00	RT	CONC	RESIDENTIAL	25.2	14	10	10	45
17	33		LT					7	7	0
	34	9+91.97	RT	CONC	RESIDENTIAL	23.0	14	10	10	41
18	35		LT					7	7	
	36	9+91.92	RT	CONC	RESIDENTIAL	22.0	13	10	10	37
19	37	9+91.92	RT	CONC	RESIDENTIAL	26.0	19	10	10	60
	38	10+62.72	LT	ASPH	RESIDENTIAL	58.1	28	7	7	120
20	39	9+92.00	RT	CONC	RESIDENTIAL	26.0	18	10	10	57
	40	9+91.73	RT	CONC	RESIDENTIAL	25.3	15	10	10	48
21	41	9+92.00	RT	CONC	RESIDENTIAL	76.4	15	10	10	132
	42	9+91.94	RT	ASPH	RESIDENTIAL	55.1	16	10	10	103
22	43	9+92.00	RT	ASPH	RESIDENTIAL	54.0	12	10	10	77
	44	9+91.99	RT	ASPH	RESIDENTIAL	54.0	13	10	10	83
23	45	9+92.00	RT	ASPH	RESIDENTIAL	63.0	12	10	10	89
	46	9+91.96	RT	ASPH	RESIDENTIAL	65.0	12	10	10	92
24	47	9+92.00	RT	ASPH	RESIDENTIAL	64.0	13	10	10	97
	48	9+91.99	RT	ASPH	RESIDENTIAL	58.0	12	10	10	82
25	49	9+92.00	RT	ASPH	RESIDENTIAL	58.0	14	10	10	95
	50	9+92.00	RT	CONC	RESIDENTIAL	64.0	12	10	10	90
26	51	9+91.80	RT	CONC	RESIDENTIAL	65.2	15	10	10	114
	52	9+91.96	RT	CONC	RESIDENTIAL	64.3	14	10	10	104
27	53	9+92.00	RT	CONC	RESIDENTIAL	65.0	12	10	10	91
	54	9+94.22	RT	CONC	RESIDENTIAL	60.8	17	10	10	120
28	55	9+97.07	RT	CONC	RESIDENTIAL	51.6	18	10	10	107
	56	9+97.41	RT	ASPH	RESIDENTIAL	58.1	12	10	10	82
29	57	10+46.00	RT	ASPH	RESIDENTIAL	27.8	30	10	10	97
	58	10+12.05	RT	ASPH	RESIDENTIAL	72.0	12	10	10	22

REV NO.	BY	DATE	REVISION DESCRIPTION

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SAM BASS ROAD
ROADWAY DETAILS
DRIVEWAY SUMMARY

K·FRIESE + ASSOCIATES
FIRM # 8595

WILLIAMSON COUNTY

WILLIAMSON COUNTY

SHEET 1 OF 2

SCALE	NA
DATE	8/16/2021
SHEET NUMBER	159 OF 517

8/16/2021 12:50:30 PM

EXHIBIT "C"

Parcel 32

DEED

Corridor H/Sam Bass Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That 4400 SAM BASS ROAD, LLC, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.078 acre (3,393 sq. ft.) tract of land out of the J.H.DILLARD SURVEY, ABSTRACT NO. 179, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached. **(Parcel 32)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or the City of Round Rock or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor H/Sam Bass Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2022.

[signature pages follow]

GRANTOR:

4400 SAM BASS ROAD, LLC

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
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 **56.**

Meeting Date: 01/11/2022

Sam Bass Rd. Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement with Jason Hatfield and Kasey Hatfield as Co-Trustees of the JHK Trust Dated February 17, 2015 for ROW needed on Sam Bass Road. (PARCEL 52). Funding Source: Road Bonds P462.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JHK Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:47 AM
Form Started By: Charlie Crossfield		Started On: 01/06/2022 08:20 AM
Final Approval Date: 01/06/2022		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

don@scrrlaw.com

September 14, 2021

SETTLEMENT AND CONDEMNATION AGREEMENT

Via e-mail preznik@braungresham.com
Jason Hatfield and Kasey Hatfield as Co-Trustees of the JHK Trust Dated February 17, 2015
c/o Patrick Reznik
Braun & Gresham
P.O. Box 1148
Dripping Springs, Texas 78620

Re: Williamson County—Corridor H/Sam Bass—Parcel 52

Dear Patrick:

Pursuant to our recent discussions, please allow this letter to constitute a Settlement and Condemnation Agreement between Williamson County, Texas ("County") and Jason Hatfield and Kasey Hatfield as Co-Trustees of the JHK Trust Dated February 17, 2015 ("Owner") in connection with the project identified herein and the property to be acquired as part of the Sam Bass/Corridor H roadway construction project ("Project"). The terms of this Agreement and the settlement reached are follows:

1. County agrees to pay, and Owner agrees to accept, the sum of **$7,500.00** for the 0.03 acre of fee simple right of way (Parcel 52) sought to be acquired in a proposed condemnation suit, any improvements contained within the parcel, and any damages to or costs for reconfiguration of the remaining property of Owner, which parcel of property is further described in Exhibit "A" attached hereto and incorporated herein (the "Property").

2. The parties agree that an Agreed Special Commissioners Award in the amount identified herein shall be entered by the appointed commissioners at a hearing to be scheduled by County, and which shall occur on a date as soon as possible after filing of the condemnation suit by County to acquire the Property, which hearing may occur with less than 20 days advance notice to Owner if necessary.

Upon request from County, Owner agrees to execute an Agreed Order Appointing Special Commissioners, which persons shall be chosen by County from the current list of available special commissioners maintained by the Williamson County Clerk and/or County Courts at Law.

3. County agrees to deposit the sum of $7,500.00 into the registry of the court where the condemnation suit is filed within twenty-one (21) days after the entry of the Agreed Special Commissioners Award as set out herein.

4. It is agreed that neither County nor Owner shall file objections to the Award of Special Commissioners in this cause so long as the deposit is made by County in accordance with the requirements of the preceding paragraph.

5. The parties further agree that this Agreement shall be allowed to be admitted and shall be enforceable as a Texas Rules of Civil Procedure Rule 11 agreement in any condemnation suit filed by County to acquire the Property as set out herein.

If this letter sets forth the terms of our Agreement and the settlement reached between the County and Owner, please so indicate by having the appropriate person execute this letter in the space indicated below on behalf of Owner.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC
Attorneys for Williamson County

AGREED AND ACCEPTED:

By:_____
Patrick Reznik
Braun & Gresham

Date: October 11, 2021

Attorneys for Jason Hatfield and Kasey Hatfield

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Date:_____

EXHIBIT "A"

County: Williamson
Parcel No.: 52 March 26, 2021
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

PROPERTY DESCRIPTION FOR PARCEL 52

DESCRIPTION OF A 0.030 ACRE (1,288 SQ. FT.) PARCEL LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 19, GREAT OAKS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET B, SLIDE 372, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO THE JHK TRUST, RECORDED APRIL 11, 2016 IN DOCUMENT NO. 2016030052, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.030 ACRE (1,288 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 22.12 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 334+05.69 on the existing south right-of-way line of County Road 175 (Sam Bass Road) a variable width right-of-way, no record information found, for the northeast corner of Lot 17 of said Great Oaks Subdivision, described in a deed to Chad Frers and Brandi Frers, recorded in Document No. 2008057823, O.P.R.W.C.TX., same being the northwest corner of Lot 18 of said Great Oaks Subdivision, described in a deed to Chad Taylor and Jennifer Taylor, recorded in Document No. 2009040031, O.P.R.W.C.TX.;

THENCE S 57°41'08" E, departing the common line of said Lot 17 and said Lot 18, with the existing south right-of-way line of said Sam Bass Road, a distance of 158.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (1/2-inch iron rod found replaced with 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY") (Surface Coordinates: N=10,168,884.75, E=3,113,214.32) set 17.36 feet right of Sam Bass Road E.C.S. 335+65.60 on the proposed south right-of-way line of Sam Bass Road, for the northeast corner of said Lot 18, same being the northwest corner of said Lot 19 and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 57°41'08" E, departing the proposed south right-of-way line of said Sam Bass Road, continuing with the existing south right-of-way line of said Sam Bass Road and the north line of a 5-feet wide Road Widening Easement show on said Great Oaks subdivision plat, a distance of 204.16 feet to a 1/2-inch iron rod found, for the northwest corner of Lot WW of said Great Oaks Subdivision, described in a deed to TAL/TEX Inc., recorded in Volume 1301, Page 850, O.P.R.W.C.TX., now known as Aquasource Utility, Inc., by merger recorded in Document No. 2001082279, O.P.R.W.C.TX., same being the northeast corner of said Lot 19 and the parcel described herein;

2) **THENCE** S 32°31'56" W, departing the existing south right-of-way line of said Sam Bass Road, with the common line of said Lot 19 and said Lot WW, crossing at a distance of 4.94 feet the south line of said 5-feet wide Road Widening Easement, and continuing for a total distance of 10.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 337+70.01 on the proposed south right-of-way line of said Sam Bass Road, for the southeast corner of the parcel described herein;

3) **THENCE** N 55°04'08" W, departing the common line of said Lot 19 and said Lot WW, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 19, crossing at a distance of 131.78 feet the south line of said 5-feet wide Road Widening Easement, and continuing for a total distance of 204.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 19.00 feet right of Sam Bass Road E.C.S. 335+65.68, for the southwest corner of the parcel described herein;

4) **THENCE** N 32°12'52" E, continuing with the proposed south right-of-way line of said Sam Bass Road, a distance of 1.65 feet to the **POINT OF BEGINNING,** and containing 0.030 acre (1,288 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF 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.

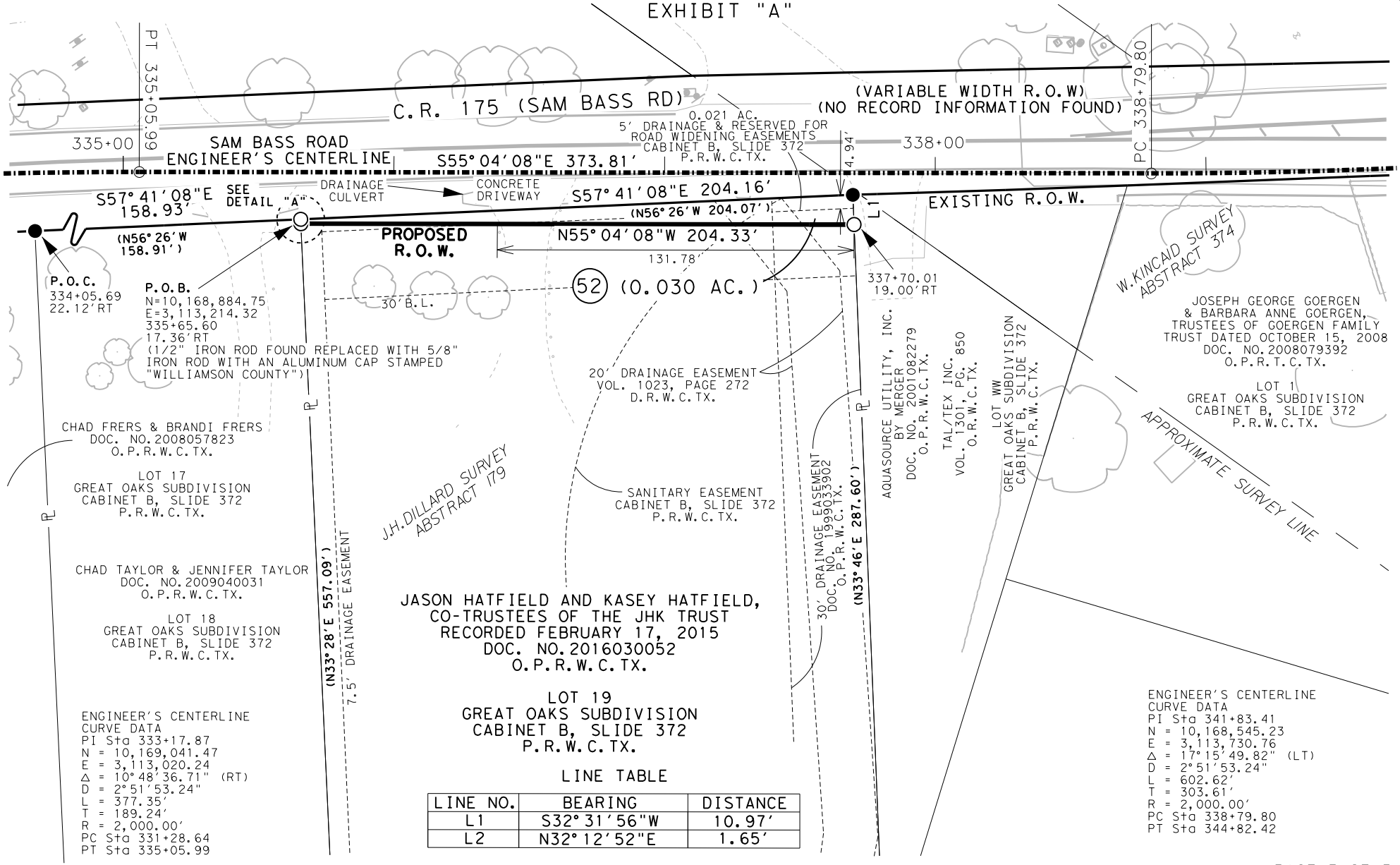
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 3/25/21

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear. Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S32°31'56"W	10.97'
L2	N32°12'52"E	1.65'

REF. FIELD NOTE NO. 45952

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\52\PLAT\00\P-52.dgn

EXISTING	*2.311 AC.	ACQUIRE	0.030 AC.	REMAINING	2.281 AC. RIGHT

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
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
JASON HATFIELD AND KASEY HATFIELD,
CO-TRUSTEES OF THE JHK TRUST
PARCEL 52
0.030 AC. (1,288 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952119, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 20, 2019, AND ISSUED DATE JANUARY 2, 2020.

1. RESTRICTIVE COVENANTS: CABINET B, SLIDE 372, PLAT RECORDS AND VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: WATER WELL AND SANITARY EASEMENT
LOCATION: TRAVERSING THE PROPERTY AS SHOWN (AFFECTS AS SHOWN)

B. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: DRAINAGE
LOCATION: 30' TRAVERSES THE LOT AS SHOWN AND FURTHER AFFECTED BY DOCUMENT NO. 199933902, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

C. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: DRAINAGE
LOCATION: 7.5' ALONG A PORTION OF THE NORTHERLY SIDE PROPERTY (AFFECTS AS SHOWN)

D. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: ROAD WIDENING
LOCATION: 5' ALONG THE FRONT PROPERTY LINE (AFFECTS AS SHOWN)

E. EASEMENT AS SHOWN ON PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF:
PURPOSE: UTILITY
LOCATION: 10' ALONG THE REAR AND A PORTION OF THE SOUTHERLY SIDE PROPERTY LINES (AFFECTS REAR OF PROPERTY)

F. BUILDING SETBACK LINES AS SHOWN ON THE RECORDED PLAT AND DEDICATION SET OUT IN SCHEDULE A HEREOF. (AFFECTS AS SHOWN)

G. BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

H. EASEMENT:
RECORDED: VOLUME 577, PAGE 685, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: PEDERNALES ELECTRIC COOPERATIVE, INC.
PURPOSE: ELECTRIC AND TELEPHONE (MAY AFFECT)

I. EASEMENT:
RECORDED: VOLUME 635, PAGE 643, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: PEDERNALES ELECTRIC COOPERATIVE, INC.
PURPOSE: ELECTRIC AND TELEPHONE (MAY AFFECT)

J. EASEMENT:
RECORDED: VOLUME 427, PAGE 229, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: LONE STAR GAS COMPANY
PURPOSE: PIPELINE (MAY AFFECT)

K. EASEMENT:
RECORDED: DOCUMENT NO. 199933903, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
PURPOSE: DRAINAGE (LOT 19)
(SAME EASEMENT AS DOC. NO. 199933902, AFFECTS AS SHOWN)

L. EASEMENT:
RECORDED: VOLUME 1023, PAGE 272 AND CORRECTED BY VOLUME 1055, PAGE 160, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.
PURPOSE: PUBLIC UTILITY (LOT 19)(AS SHOWN ON PLAT)

M. AFFIDAVIT TO THE PUBLIC REGARDING AN ON-SITE SEWAGE FACILITY AS RECORDED IN DOCUMENT NO. 2006103521 (LOT 19), OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO)

N. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT:
RECORDED: VOLUME 554, PAGE 135, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TYPE: USE OF ADJOINING PROPERTY

O. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID. (SUBJECT TO, IF APPLICABLE)

REF. FIELD NOTE NO. 45952
FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\52\PLAT\00\P-52.dgn

EXISTING	*2.311 AC.	ACQUIRE	0.030 AC.	REMAINING	2.281 AC. RIGHT

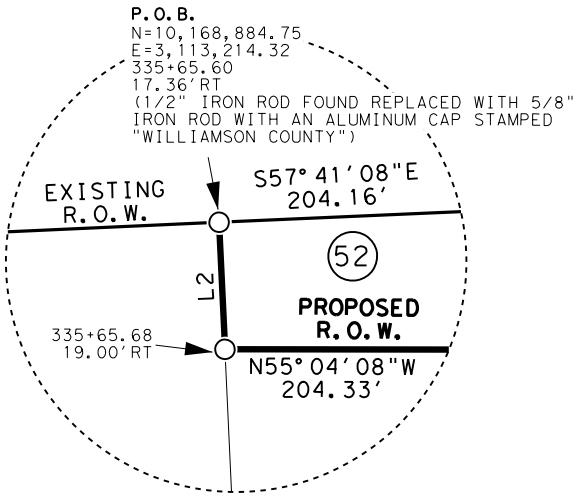
SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JASON HATFIELD AND KASEY HATFIELD,
CO-TRUSTEES OF THE JHK TRUST
PARCEL 52
0.030 AC. (1,288 SQ. FT.)

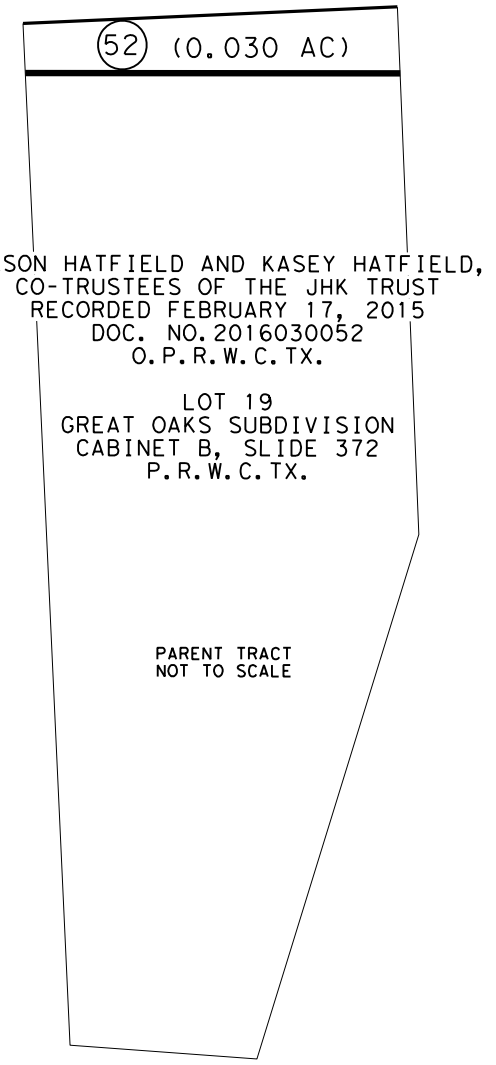
EXHIBIT "A"

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)



DETAIL "A"
NOT TO SCALE



PARENT TRACT
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. 1952119, EFFECTIVE DATE DECEMBER 20, 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.

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. 45952

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\52\PLAT\00\P-52.dgn

EXISTING	*2.311 AC.	ACQUIRE	0.030 AC.	REMAINING	2.281 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
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
JASON HATFIELD AND KASEY HATFIELD,
CO-TRUSTEES OF THE JHK TRUST
PARCEL 52
0.030 AC. (1,288 SQ. FT.)

Commissioners Court - Regular Session **57.**

Meeting Date: 01/11/2022

Sam Bass Road Letter Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Letter Agreement with Community Christian Church for OSSF replacement cost reimbursement relating to right of way acquired on Sam Bass Road. (PARCEL 38). Funding Source: Road Bonds P462.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CCChurch Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:48 AM
Form Started By: Charlie Crossfield		Started On: 01/06/2022 08:22 AM
Final Approval Date: 01/06/2022		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

December 21, 2021

Community Christian Church
PJ Condit--Minister
4300 Sam Bass Road
Round Rock, Texas 78681

Re: Williamson County—Sam Bass Road/Corridor H
Additional OSSF replacement cost reimbursement
Parcel No.: 38

Dear Mr. Condit:

Please allow this letter to set out my understanding regarding our Agreement for the payment of supplemental curative costs related to the replacement of the On Site Sewage Facility ("OSSF") at the Community Christian Church ("Owner") property which was required due to Williamson County's ("County") acquisition of a portion of the church property required for its Sam Bass roadway expansion project ("Project").

As part of the previously negotiated and completed real estate contract and transaction for the County's purchase of a 0.300 acre parcel of land, the County included $74,500 Additional Compensation for replacement of the OSSF system which was to be displaced by the acquisition.

However, the actual installation costs of the OSSF are now going to exceed the original estimate provided by Owner, as documented by supplemental cost estimates which Owner has separately provided, and the County is now willing to agree to pay additional compensation to cover the excess actual costs for this item.

So by this letter agreement County shall be obligated to pay Owner the sum of **$21,300.00** in cash or other good funds in full and final settlement of any and all costs, compensation and claims related to the right of way purchase or any additional damages or curative costs in any way related to the previously negotiated real estate acquisition transaction, and by execution of this agreement Owner agrees to release and hold County harmless from any and all claims or additional compensation, whether known or unknown, in connection with the prior 0.300 acre public purpose right of way transaction.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

AGREED:

COMMUNITY CHRISTIAN CHURCH OF ROUND ROCK, TEXAS,
a Texas non-profit corporation

By: Phillip J Condit

Name: Phillip J Condit

Its: Lead Minister

Date: 12/22/21

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

Commissioners Court - Regular Session **58.**

Meeting Date: 01/11/2022

Correction Roadway Closure Order

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discus and consider authorizing the County Judge to execute a Correction Roadway Closure Order on CR 401.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Correction Roadway Closure Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:48 AM
Form Started By: Charlie Crossfield		Started On: 01/06/2022 08:24 AM
Final Approval Date: 01/06/2022		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

CORRECTION

ROADWAY CLOSURE ORDER

AN ORDER OF WILLIAMSON COUNTY, TEXAS, FINDING THAT PORTIONS OF CR 401 AND CR 404 ARE NOT NECESSARY FOR PUBLIC USE AS A THOROUGHFARE; PROVIDING FOR THE VACATION, ABANDONMENT AND CLOSURE OF THE ROADWAYS; AND RELEASING ANY AND ALL PUBLIC RIGHTS, TITLE, AND INTEREST.

WHEREAS, pursuant to Chapter 251.058 of the Texas Transportation Code, the County has the authority to vacate, abandon, and close roadways within the County; and

WHEREAS, within the County there are portions of CR 401 and CR 404 described in more detail in Exhibit A, (hereafter referred to as the "Right-of-Way"); and

WHEREAS, in a sworn petition dated December 9, 2021, Samsung Austin Semiconductor, LLC has requested that the Right-of-Way be vacated; and

WHEREAS, the Commissioners Court has determined that the Right-of-Way is not necessary as a public thoroughfare and has no other public use; and

WHEREAS, the Commissioners Court finds that vacating the Right-of-Way would have no adverse effect on adjacent properties; and

WHEREAS, the Commissioners Court has determined that it is in the best interest of the County to vacate, abandon, and close the Right-of-Way; and

NOW THEREFORE, be it ordered by the Commissioners Court of Williamson County, Texas:

1. **Finding of Fact**: That the foregoing recitals are incorporated into this Order by reference as findings of fact as if set forth herein at length.

2. **Right-of-Way Closure**: The Commissioners Court hereby vacates, abandons, and closes the Right-of-Way which is more particularly described in Exhibit A.

3. **Abandonment of Rights**: The Commissioners Court hereby abandons any and all public rights, title and interest, if any, to the Right-of-Way.

4. **Land Records**: The Commissioners Court hereby authorizes and instructs a signed and sealed copy of this Order to be recorded in the Official Records of Williamson County, Texas. This Order corrects and replaces a previous Order approved by the Commissioners Court on December 14th, 2021 and recorded in Doc. # 2021189911,

Official Records, Williamson County, Texas, because incorrect field notes were attached to the previous Order.

5. **Severability**: If any word, article, phrase, paragraph, sentence, clause, or provision of this Order shall be adjusted by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Order which can be given effect without the invalid provision, and to this end the provision of this Order is declared to be severable.

6. **Effective Date**: This Order shall take effect immediately from and after the date of this Order.

7. **Underlying Property Owner**. Pursuant to Section 251.058 of the Texas Transportation Code, Samsung Austin Semiconductor, LLC is the underlying property owner receiving this conveyance.

8. **Proper Notice & Open Meeting**: It is hereby officially found and determined that the meeting at which this Order was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED & APPROVED, this the _____ day of _____, 202___, by a majority vote of the Commissioners Court of Williamson County, Texas.

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravel, County Judge

ATTEST:

_____
Nancy Rister, County Clerk

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me, the undersigned notary public, personally appeared Bill Gravel, County Judge for Williamson County, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public, State of Texas

DESCRIPTION

A 14.37 Acre (626,058 Square Feet), tract of land, lying within the Benjamin J. Tyler Survey Abstract 631, the Lucius A Tyler Survey Abstract 632, the Thomas B Lee Survey Abstract 800, the Watkins Nobles Survey Abstract 484, the H.T.&B.R.R.Co Survey Abstract 318, the GW Tyler Survey Abstract 636, the George N Tyler Survey Abstract 634 and the H.T.&B.R.R.Co. Survey, Abstract 315, Williamson County, Texas, and being a portion of County Road 401 and County Road 404 as occupied and maintained by Williamson County Texas, as shown on Page 4 of 5, described As Follows:

COMMENCING, at a 1/2" iron rod found on the eastern right of way line of County Road 401 (right of way varies), being the northwestern corner of a called 1.13 acre tract, Tract 2, conveyed to Prophet Capital Management, LTD in Document No. 2021187922, Official Public Records of Williamson County, Texas and also being the southwestern corner of a called 48.100 acre tract, conveyed to Laurice Marie Bush in Document No. 2018101419, Official Public Records of Williamson County, Texas;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 1.13 acre tract and of the remainder of a called 8.43 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184854, Official Public Records of Williamson County, Texas, S 07° 18' 23" W, a distance of 482.83 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southwestern corner of said remainder of 8.43 acre tract and also being an ell corner of a called 79.36 acre tract, Tract 1, conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184492, Official Public Records of Williamson County, Texas;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 79.36 acre tract, S 07° 06' 15" W, a distance of 365.08 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the eastern right of way line of County Road 401 and also being the western line of said 79.36 acre tract, S 07° 06' 15" W, a distance of 1159.54 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southwestern corner of said 79.36 acre tract and also being the northwestern corner of a called 0.93 acre tract, conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021187920, Official Public Records of Williamson County, Texas;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 0.93 acre tract, S 09° 41' 07" W, a distance of 19.59 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set, for the southwestern corner of said 0.93 acre tract and also being the northwestern corner of a called 140.73 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184511, Official Public Records of Williamson County, Texas;

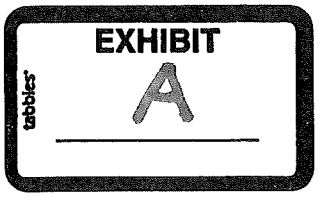
THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 140.73 acre tract, S 07° 49' 01" W, a distance of 2491.60 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for an ell corner of said 140.73 acre tract and also being the northwestern corner of a called 5.30 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184505, Official Public Records of Williamson County, Texas;

THENCE, with the eastern right of way line of County Road 401 and also being the western line of said 5.300 acre tract, S 07° 49' 01" W, a distance of 352.00 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southwestern corner of said 5.30 acre tract and also being on the northern right of way line of County Road 404 (right of way varies);

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 5.30 acre tract, S 82° 10' 59" E, a distance of 655.87 feet to a 1/2" iron rod found for the southeastern corner of said 5.30 acre tract and also being an ell corner of said 140.73 acre tract;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 140.73 acre tract, S 82° 10' 59" E, a distance of 874.15 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for an ell corner of said 140.73 acre tract and also being the southwestern of a called 2.00 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184507, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 2.00 acre tract, S 82° 10' 59" E, a distance of 619.59 feet to a 1/2" iron rod found for the southeastern corner of said 2.00 acre tract and also being an ell corner of said 140.73 acre tract;



THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 140.73 acre tract, S 82° 10' 59" E, a distance of 117.38 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the southeastern corner of said 140.73 acre tract and also being the southwestern corner of the remainder of a called 75 acre tract, conveyed to Tony Daniel Michalik in Volume 440, Page 579, Deed Records of Williamson County, Texas;

THENCE, over and across said County Road 404, S 07° 48' 15" W, a distance of 65.26 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set on the southern right of way line of County Road 404 and also being on the northern line of a called 100.57 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184352, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 100.57 acre tract, N 82° 09' 51" W, a distance of 880.85 feet to a fence post found for an ell corner said 100.57 acre tract and also being the northeastern corner of a called 0.875acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021183313, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 0.875 acre tract, N 80° 54' 23" W, a distance of 188.66 feet to a fence post found for the northwestern corner of said 0.875 acre tract and also being the northeastern corner of a called 159.14 acre tract, Tract 2 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184492, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 159.14 acre tract, N 82° 11' 33" W, a distance of 1941.14 feet to a 1/2" iron rod found, for the northwestern corner of said 159.14 acre tract and also being the northeastern corner of a called 84.06 acre tract, Tract 2 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021181069, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of said 84.06 acre tract, the following two (2) courses and distance:

1. N 81° 52' 45" W, a distance of 1365.92 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found;
2. N 82° 10' 07" W, a distance of 718.39 feet to a mag nail on top of fence post found, for the northwestern corner of said 84.06 acre tract and also being the northeastern corner of a called 70.38 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184494, Official Public Records of Williamson County, Texas;

THENCE, with the southern right of way line of County Road 404 and also being the northern line of the said 70.38 acre tract, N 82° 00' 45" W, a distance of 1463.50 feet to a 1/2" iron rod with cap stamped "KC ENG" found;

THENCE, over and across said County Road 404, N 07° 58' 51" E, a distance of 55.72 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set on the northern right of way line of County Road 404 and also being on the southern line of a called 164.63 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184270, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 164.63 acre tract, S 82° 01' 09" E, a distance of 1990.31 feet to a 1/2" iron rod found for the southeastern corner of said 164.63 acre tract and also being the southwestern corner of a called 61.29 acre tract, Tract 1 conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021181069, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 61.29 acre tract, S 82° 09' 52" E, a distance of 871.92 feet to a 1/2" iron rod found for the southeastern corner of said 61.29 acre tract and also being the southwestern corner of a called 95.27 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021184038, Official Public Records of Williamson County, Texas;

THENCE, with the northern right of way line of County Road 404 and also being the southern line of said 95.27 acre tract, S 82° 10' 39" E, a distance of 1359.65 feet to a 1/2" iron rod with cap stamped "BRYAN TECH" found for the southeastern corner of said 95.27 acre tract and also being on the western right of way line of County Road 401 (right of way varies);

THENCE, with the western right of way line of County Road 401 and also being the eastern line of said 95.27 acre tract, N 08° 05' 03" E, a distance of 3031.44 feet to a 6" wood post found for the northeastern corner of said 95.27 acre tract and also being the southeastern corner of a called 51.57 acre tract conveyed to Samsung Austin Semiconductor, LLC in Document No. 2021183993, Official Public Records of Williamson County, Texas;

THENCE, with the western right of way line of County Road 401 and also being the eastern line of said 51.57 acre tract, N 07° 34' 17" E, a distance of 990.46 feet to a 1/2" iron rod with cap stamped "ATWELL LLC" set for the northeastern corner of said 51.57 acre tract and also being the southeastern corner of a called 79.74 acre tract, conveyed to C. Ernest Lawrence Family Limited Partnership in Document No. 2005011333, Official Public Records of Williamson County, Texas;

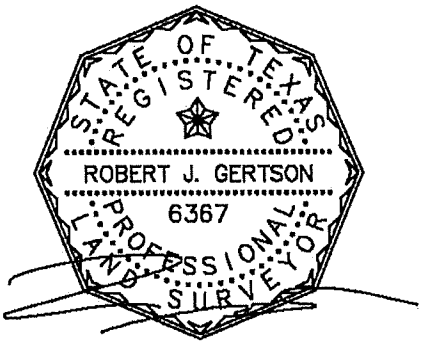
THENCE, over and across said County Road 401, S 82° 46' 28" E, a distance of 45.64 feet to the **POINT OF BEGINNING**.

Containing 14.37 acres or 626,058 square feet, more or less.

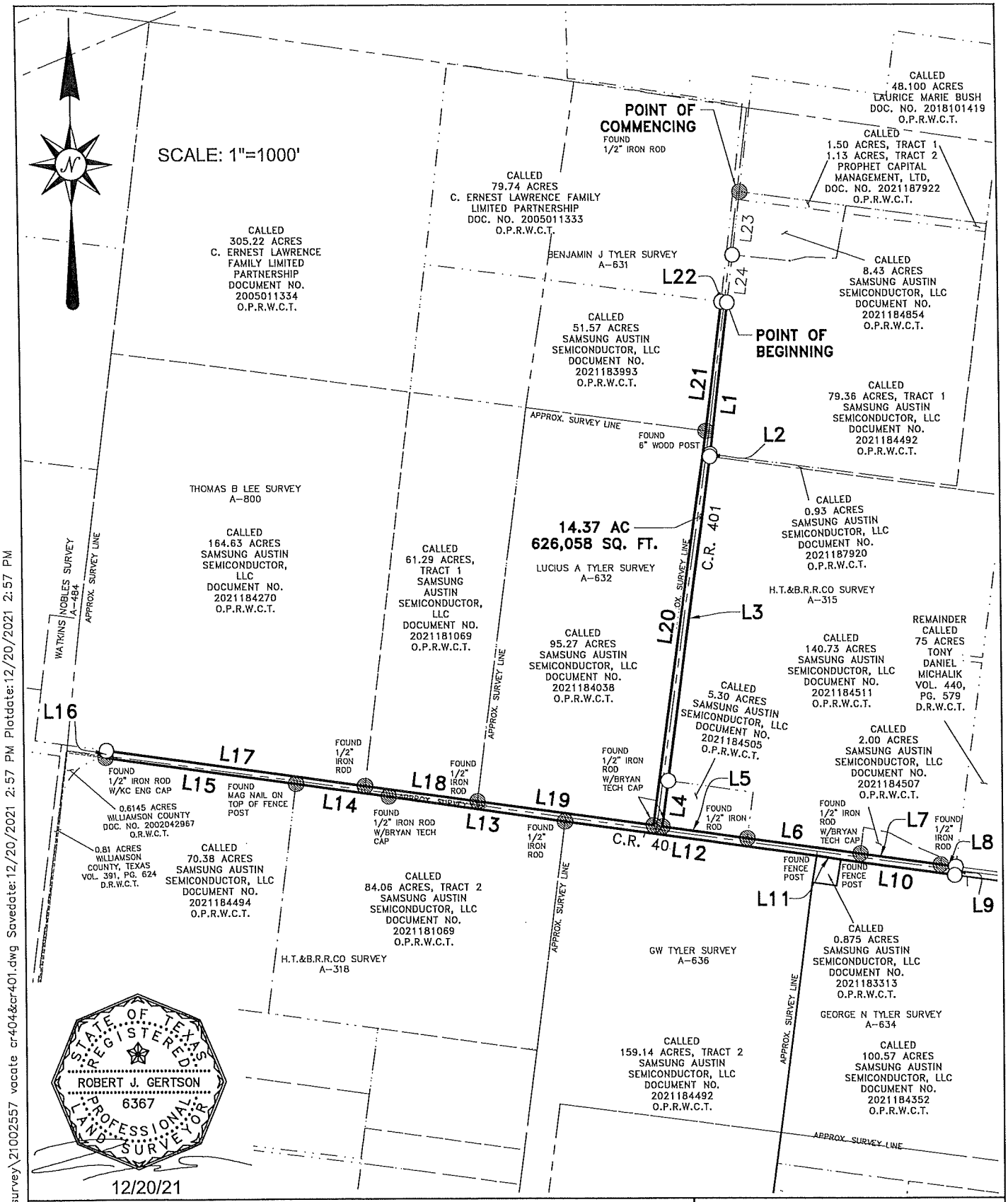
BEARING BASIS NOTE

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System NAD 83 (2011 adjustment), Central Zone (4203). The Grid to Surface combined scale factor is 1.000120.

Robert J. Gertson, RPLS
Texas Registration No. 6367
Atwell, LLC
805 Las Cimas Parkway, Suite 310
Austin, Texas 78746
Ph. 512-904-0505
TBPE LS Firm No. 10193726



12/20/2021



14.37 ACRE
WILLIAMSON COUNTY, TEXAS

DATE:	12/07/21
DRAWN:	AY
CHECKED:	RG
JOB NO.:	21002557

PG. 04 OF 05

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

k:\21002557\dwg\survey\21002557 vacate cr404&cr401.dwg Savedate:12/20/2021 2:57 PM Plotdate:12/20/2021 2:57 PM

LINE DATA TABLE		
LINE #	DIRECTION	LENGTH
L1	S7°06'15"W	1159.54'
L2	S9°41'07"W	19.59'
L3	S7°49'01"W	2491.60'
L4	S7°49'01"W	352.00'
L5	S82°10'59"E	655.87'
L6	S82°10'59"E	874.15'
L7	S82°10'59"E	619.59'
L8	S82°10'59"E	117.38'
L9	S7°48'15"W	65.26'
L10	N82°09'51"W	880.85'
L11	N80°54'23"W	188.66'
L12	N82°11'33"W	1941.14'
L13	N81°52'45"W	1365.92'
L14	N82°10'07"W	718.39'
L15	N82°00'45"W	1463.50'
L16	N7°58'51"E	55.72'
L17	S82°01'09"E	1990.31'
L18	S82°09'52"E	871.92'
L19	S82°10'39"E	1359.65'
L20	N8°05'03"E	3031.44'
L21	N7°34'17"E	990.46'
L22	S82°46'28"E	45.64'
L23	S7°18'23"W	482.83'
L24	S7°06'15"W	365.08'

k:\21002557\dwg\survey\21002557 vacate cr404&cr401.dwg Savedate:12/20/2021 2:57 PM Plotdate:12/20/2021 2:57 PM

14.37 ACRE
WILLIAMSON COUNTY, TEXAS

DATE:	12/07/21
DRAWN:	AY
CHECKED:	RG
JOB NO.:	21002557

PG. 05 OF 05

ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

Commissioners Court - Regular Session **59.**

Meeting Date: 01/11/2022

Agreement for Gift of Real Property on Cr 245

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 Gift of Real Property with Highland Village Georgetown, LP., a Texas limited partnership for ROW needed on CR 245. (PARCEL 12)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Gift of Real Property

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:49 AM
Form Started By: Charlie Crossfield		Started On: 01/06/2022 08:26 AM
Final Approval Date: 01/06/2022		

AGREEMENT FOR GIFT OF REAL PROPERTY

CR 245 Right of Way

THIS AGREEMENT FOR GIFT OF REAL PROPERTY ("Agreement") is entered into as of the date set forth below by and between **HIGHLAND VILLAGE GEORGETOWN, LP, a Texas limited partnership**, hereinafter referred to as "Donor," and the **WILLIAMSON COUNTY, TEXAS**, hereinafter referred to as "County". Donor desires to donate to County, and County desires to accept from Donor, the property which is more thoroughly described by metes and bounds in Exhibit "A" attached hereto (the "Parcel").

IN CONSIDERATION of the mutual covenants set forth herein, Donor and County hereby agree as follows:

Section 1. Transfer & Acceptance.

a. The Donor dedicates the Parcel to the County. Donor shall convey and grant marketable title in and to the Parcel, free and clear of any monetary liens, to County by deed in the form as shown in Exhibit "B" attached hereto. The deed shall be fully executed, notarized, and delivered to County by Donor within ten (10) days following final approval and execution of this Agreement by County.

b. The County accepts the public dedication of the Parcel from the Donor. The County shall accept from the Donor title to, and interest in, the Parcel.

Section 2. Consideration. As a condition of Donor's gift and assignment of its interests in the Parcel to County, the County agrees to the following:

a. *Property Valuation.* The Parcel is valued at One Hundred Ninety-Nine Thousand Eight Hundred Twenty-Three and 25/100 Dollars ($199,823.25), for purposes of this Agreement. This value was determined using an appraisal prepared by CenTex Appraisals effective December 1, 2021, and provided by Donor.

Section 3. Representations and Warranties. The County hereby represents and warrants that:

a. County accepts the Parcel **AS IS, IN ITS PRESENT CONDITION.**

Section 4. Donor's Duties, Representations and Warranties.

a. Donor is responsible for all property taxes associated with the Parcel up to and including the date of execution of the Deed for the Parcel.

b. Donor may realize any proper tax benefit or future Road District reimbursement to which it is entitled through this gift of real property, and County shall provide any reasonable assistance requested by Donor to complete any required documentation for same.

c. Donor understands and acknowledges that Donor has been informed of the entitlement to receive fair market value payment for the Parcel, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving those rights.

Section 5. Assigns; Beneficiaries. Neither the County or Donor shall have the right to assign this Agreement to any party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of Donor and County.

Section 6. Entire Agreement. This Agreement is the entire agreement between Donor and County concerning the gift of interest in the Parcel, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing, and signed by the party to be bound.

Section 7. Choice of Law; Venue; Dispute Resolution. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any action brought under or with regard to this Agreement or the breach of this Agreement is in *Williamson County*, Texas, except to the extent otherwise mandated by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Agreement or the breach of same.

EXECUTED BY the County and by Donor as follows:

DONOR:

HIGHLAND VILLAGE GEORGETOWN, LP, a Texas Limited Partnership

By: _____

Name: V. W. Barge

Its: President

Date: 1-4-22

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Date:_____

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

September 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 12

DESCRIPTION OF a 15,081 square foot (0.3462 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 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, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 15,081 square foot (0.3462 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 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, O.P.R.W.C.T.;

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 said 120.53 acre Highland Village Georgetown tract, 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 21°11'01" W**, along the proposed west right-of-way line of CR 245, crossing said 120.53 acre Highland Village Georgetown tract, a distance of **794.62 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the north line of said 120.53 acre Highland Village Georgetown tract, being in the south line of a called 15.55 acre tract conveyed to Williamson County, Texas, and recorded in Document No. 2010006962, O.P.R.W.C.T., and in the existing south right-of-way line of Ronald Reagan Boulevard (220 foot width), and being 67.50 feet left of Engineer's Baseline Station 155+42.61, from which a 1/2-inch iron rod found at a corner in the north line of said 120.53 acre Highland Village Georgetown tract, being in the south line of said 15.55 acre Williamson County, Texas tract and the existing south right-of-way line of Ronald Reagan Boulevard bears S 84°01'28" W, a distance of 624.72 feet;

EXHIBIT A

County: Williamson
Highway: County Road 245
Project Limits: From RM 2338 to Ronald Reagan Blvd.

September 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 12

2) **THENCE, N 84°01'28" E**, along the north line of said 120.53 acre Highland Village Georgetown tract, the south line of said 15.55 acre Williamson County, Texas tract and the existing south right-of-way line of Ronald Reagan Boulevard, a distance of **18.93 feet** to a 1/2-inch iron rod with "McKim & Creed" cap found at the northeast corner of said 120.53 acre Highland Village Georgetown tract, being in the west line of a 3.07 acre right-of-way dedication conveyed in Document No. 9553392, Official Records of Williamson County, Texas (O.R.W.C.T.), and being in the existing west right-of-way line of CR 245 (varying width);

3) **THENCE, S 21°18'01" E**, along the east line of said 120.53 acre Highland Village Georgetown 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 **787.28 feet** to a calculated point at the southeast corner of said 120.53 acre Highland Village Georgetown tract, being at the northeast corner of said 33.006 acre Continental Homes of Texas tract, 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;

4) **THENCE, S 61°59'38" W**, along the south line of said 120.53 acre Highland Village Georgetown tract and the north line of said 33.006 acre Continental Homes of Texas tract, a distance of **20.01 feet** to the **POINT OF BEGINNING** and containing 15,081 square feet (0.3462 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.

September 20, 2021

PROPERTY DESCRIPTION FOR PARCEL 12

A parcel plat of even date was prepared in conjunction with this property description.

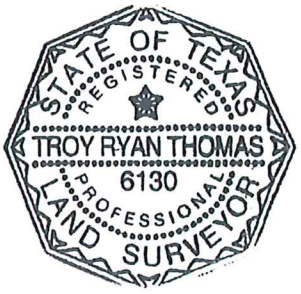
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 20th day of September, 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



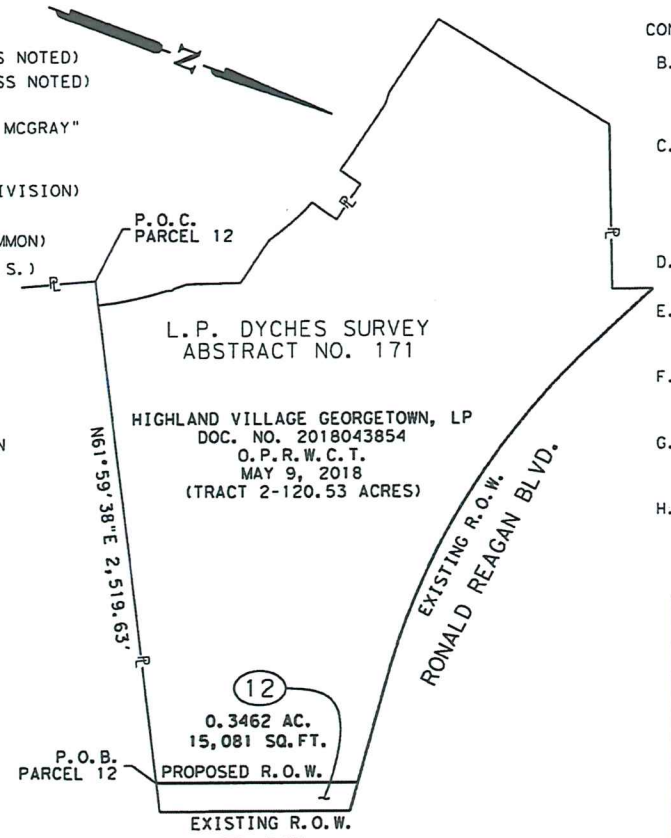
9/20/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130

2021/Descriptions/CR 245 Williamson County/Parcel 12

LEGEND

●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—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.

THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2129191-KFO ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE: JUNE 16, 2021, ISSUED DATE: JUNE 30, 2021.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

A. STATE OF TEXAS RIGHT-OF-WAY AS DESCRIBED IN VOLUME 416, PAGE 60, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

CONTINUED ABOVE

CONTINUED

B. 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

C. CHISHOLM TRAIL WSC WATER DISTRIBUTION LINES AND SYSTEMS AS DESCRIBED IN VOLUME 1596, PAGE 458, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING ASSIGNED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 2168, PAGE 44, DEED RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT, UNABLE TO PLOT

D. ACCESS AS DESCRIBED IN DOCUMENT NO. 9872664, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

E. CHISHOLM TRAIL SPECIAL UTILITY DISTRICT WATER LINE EASEMENT AS DESCRIBED IN DOCUMENT NO. 199945396, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - BLANKET EASEMENT, UNABLE TO PLOT

F. CITY OF GEORGETOWN UTILITY EASEMENT AS DESCRIBED IN DOCUMENT NO. 2016078783, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

G. PEDERNALES ELECTRIC COOPERATIVE, INC. UTILITY EASEMENT AS DESCRIBED IN DOCUMENT NO. 2017101872, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - DOES NOT AFFECT

H. HIGHLAND VILLAGE GEORGETOWN, LP UTILITY EASEMENT AS DESCRIBED IN DOCUMENT NO. 2019058109, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS - AS SHOWN

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

9/20/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

REVISIONS

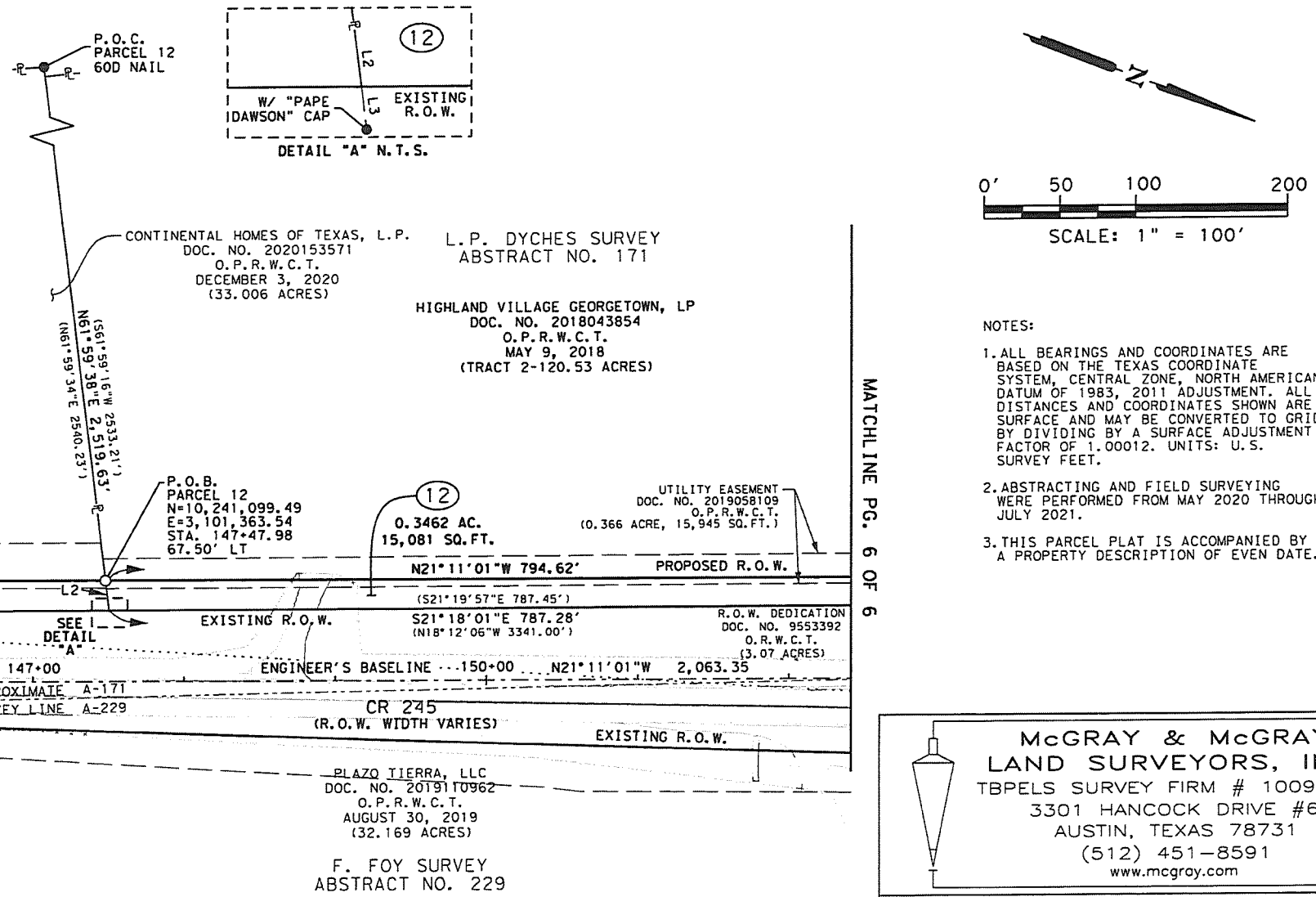
RECORD	ACQUISITION	REMAINING LT
120.53 AC. (5,250,287 SQ. FT.)	0.3462 AC. (15,081 SQ. FT.)	120.18 AC. (5,235,206 SQ. FT.)

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 12

CR 245 - FROM R.M. 2338 TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 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.

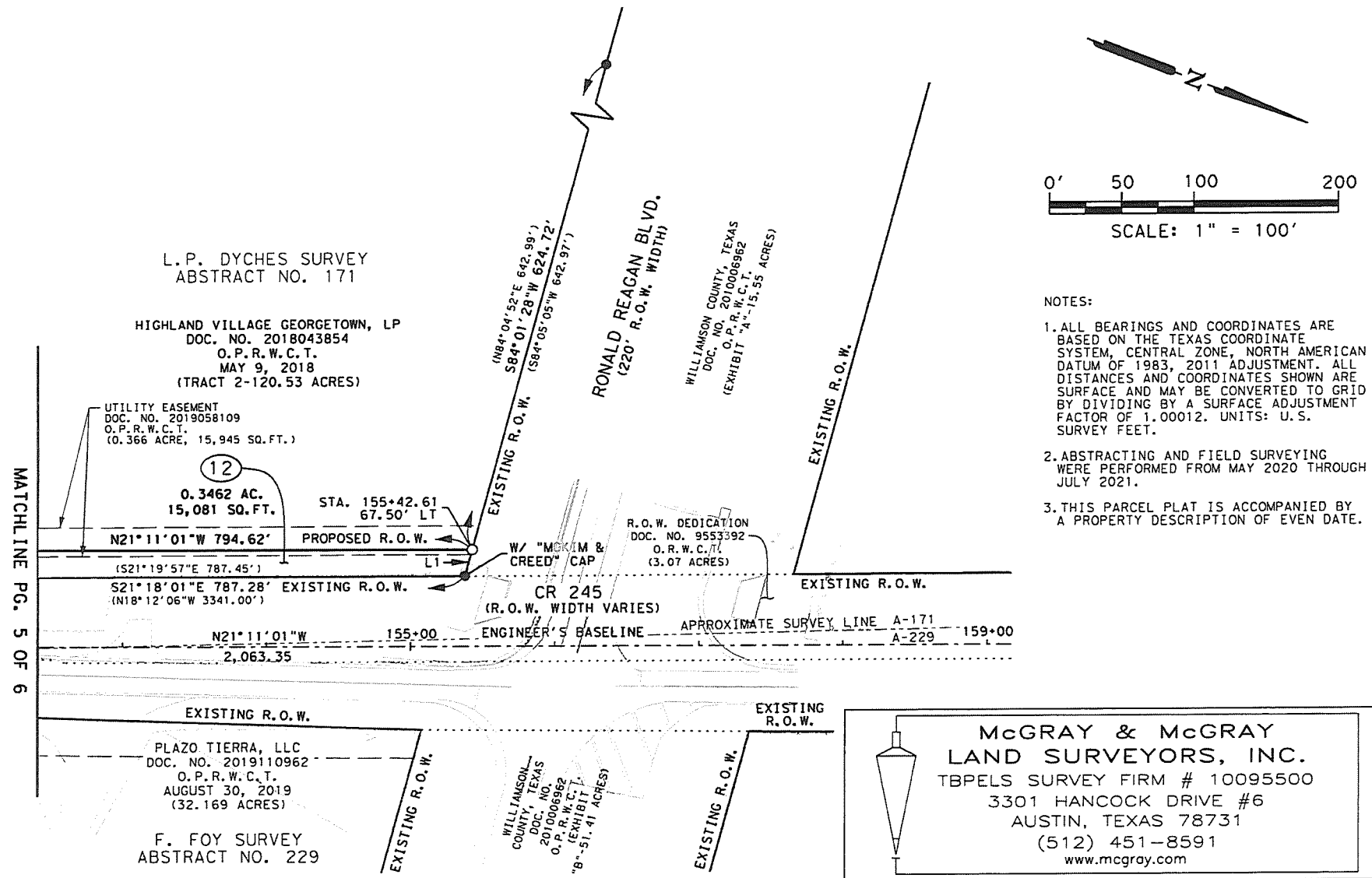
LINE TABLE		
LINE	BEARING	DISTANCE
L2	S61°59'38"W	20.01'
L3	N61°59'38"E	0.39'

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 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 | SCALE: 1"=100'



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	N84°01'28"E	18.93'

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 245 - FROM R.M. 2338
TO RONALD REAGAN BLVD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 | SCALE: 1"=100'

EXHIBIT "B"

Parcel 12

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 **HIGHLAND VILLAGE GEORGETOWN, LP, 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 15,081 square foot (0.3462 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 12**)

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.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 202___.

[signature on following page]

GRANTOR:

HIGHLAND VILLAGE GEORGETOWN, LP,
a Texas limited partnership

By: _____

Name: V.W. Barge

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Bell §

This instrument was acknowledged before me on this the 4th day of January, 2022 by V.W. Barge, in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

Lu Ann Popelka
Commission # 609780-4
My Commission Expires
September 15, 2022

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 **60.**

Meeting Date: 01/11/2022

CR 129 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 Mirna S. Vargas for ROW needed on CR 129. (PARCEL 11). Funding Source: Road Bonds P462.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vargas Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:49 AM
Form Started By: Charlie Crossfield		Started On: 01/06/2022 08:29 AM
Final Approval Date: 01/06/2022		

REAL ESTATE CONTRACT

County Road 129 Right of Way—Parcel 11

THIS REAL ESTATE CONTRACT ("Contract") is made by **MIRNA S. VARGAS and spouse MARCO ANTONIO VARGAS** (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 0.0476 acre (2,075 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 11**);

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 SEVENTEEN THOUSAND FIVE HUNDRED and 00/100 Dollars ($17,500.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before February 15, 2022, 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 March 30, 2021 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and 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:

Mirna S. Vargas

Date: 1/4/22

Marco Antonio Vargas

Date: 1-4-2022

EXHIBIT A

County: Williamson
Highway: County Road 129
Project Limits: From FM 1660 to Travis County Line

November 19, 2021

PROPERTY DESCRIPTION FOR PARCEL 11

DESCRIPTION OF a 2,075 square foot (0.0476 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 8.376 acres (Tract 1) conveyed to Mirna S. Vargas by General Warranty Deed dated May 16, 2019, of record in Document No. 2019043584, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.); said 2,075 square foot (0.0476 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 "B&G Surveying" cap found at the northwest corner of said 8.376 acre tract, being at the southwest corner of that tract described as 2.010 acres (Tract 2) conveyed to Mirna S. Vargas by said Document No. 2019043584, and being in the existing east right-of-way line of County Road 129 (CR 129, varying width);

THENCE S 07°52'49" W, along the west line of said 8.376 acre tract and the existing east right-of-way line of CR 129, a distance of 282.15 feet to a 1/2-inch iron rod with "McGray McGray" cap set in the proposed east right-of-way line of CR 129, for the **POINT OF BEGINNING**, being 19.10 feet right of Engineer's Baseline Station 38+00.00 and having Surface Coordinates of North=10,152,860.48, East=3,189,340.35;

1) **THENCE, S 81°54'32" E**, along the proposed east right-of-way line of CR 129, crossing said 8.376 acre tract, a distance of **3.90 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 23.00 feet right of Engineer's Baseline Station 38+00.00;

2) **THENCE, S 08°05'28" W**, continuing along the proposed east right-of-way line of CR 129, crossing said 8.376 acre tract, a distance of **52.64 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 23.00 feet right of Engineer's Baseline Station 37+47.36;

3) **THENCE, S 05°56'31" W**, continuing along the proposed east right-of-way line of CR 129, crossing said 8.376 acre tract, a distance of **133.32 feet** to a 1/2-inch iron rod with "McGray McGray" cap set, being 28.00 feet right of Engineer's Baseline Station 36+14.14;

PROPERTY DESCRIPTION FOR PARCEL 11

4) **THENCE, S 08°05'28" W**, continuing along the proposed east right-of-way line of CR 129, crossing said 8.376 acre tract, a distance of **125.78 feet** to a 1/2-inch iron rod with "McGray McGray" cap set in the south line of said 8.376 acre tract, being in the north line of that tract described as 5.00 acres conveyed to Chad Cotton by General Warranty Deed dated June 12, 2020, as recorded in Document No. 2020062193, O.P.R.W.C.T., and being 28.00 feet right of Engineer's Baseline Station 34+88.36, from which a 1/2-inch iron rod found at the northeast corner of said 8.376 acre tract bears S 89°21'13" E, a distance of 521.60 feet, and N 08°07'40" E, a distance of 890.88 feet;

5) **THENCE, N 89°21'13" W**, along the south line of said 8.376 acre tract and the north line of said 5.00 acre tract, a distance of **8.96 feet** to a 1/2-inch iron rod with "B&G Surveying" cap found at the southwest corner of said 8.376 acre tract, being at the northwest corner of said 5.00 acre tract, and being in the existing east right-of-way line of CR 129;

6) **THENCE, N 08°23'15" E**, along the west line of said 8.376 acre tract and the existing east right-of-way line of CR 129, a distance of **128.37 feet** to a point at an angle;

7) **THENCE, N 07°52'49" E**, continuing along the west line of said 8.376 acre tract and the existing east right-of-way line of CR 129, a distance of **184.43 feet** to the **POINT OF BEGINNING** and containing 2,075 square feet (0.0476 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

November 19, 2021

PROPERTY DESCRIPTION FOR PARCEL 11

A parcel plat of even date was prepared in conjunction with this property description.

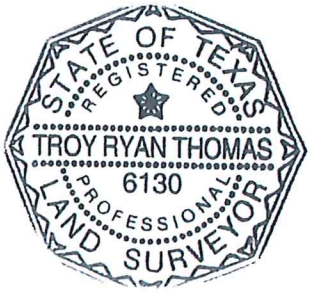
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 19th day of November, 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

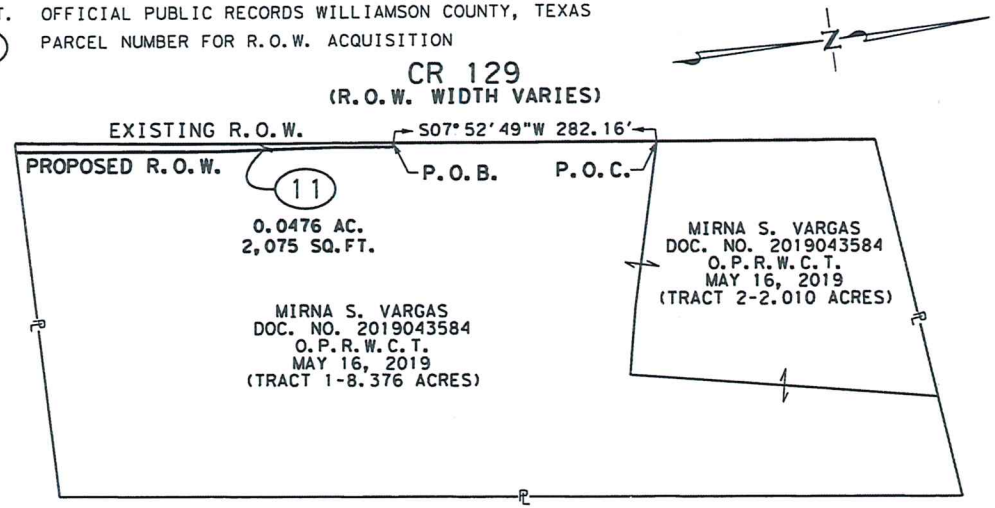


TRT 11/19/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2021/Descriptions/CR 129 Williamson County/Parcel 11

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)
—P—	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
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



DICY HOPKINS SURVEY, ABSTRACT NO. 300

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.

11/19/2021

TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

STATE OF TEXAS
REGISTERED
TROY RYAN THOMAS
6130
PROFESSIONAL
LAND SURVEYOR

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 TEXAN TITLE INSURANCE COMPANY IN JULY 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JUNE 2020 THROUGH NOVEMBER 2021.
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. 21061628 ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 1, 2021, ISSUED DATE JULY 13, 2021.

1. RESTRICTIVE COVENANTS: VOLUME 835, PAGE 36, SUBJECT TO:

10A. EASEMENT TO TEXAS POWER & LIGHT COMPANY IN VOLUME 286, PAGE 422, D.R.W.C.T. (UNABLE TO PLOT)

10B. EASEMENT AND RIGHT OF WAY TO ONCOR ELECTRIC DELIVERY COMPANY IN DOCUMENT NO. 2010061118, O.P.R.W.C.T. (UNABLE TO PLOT)

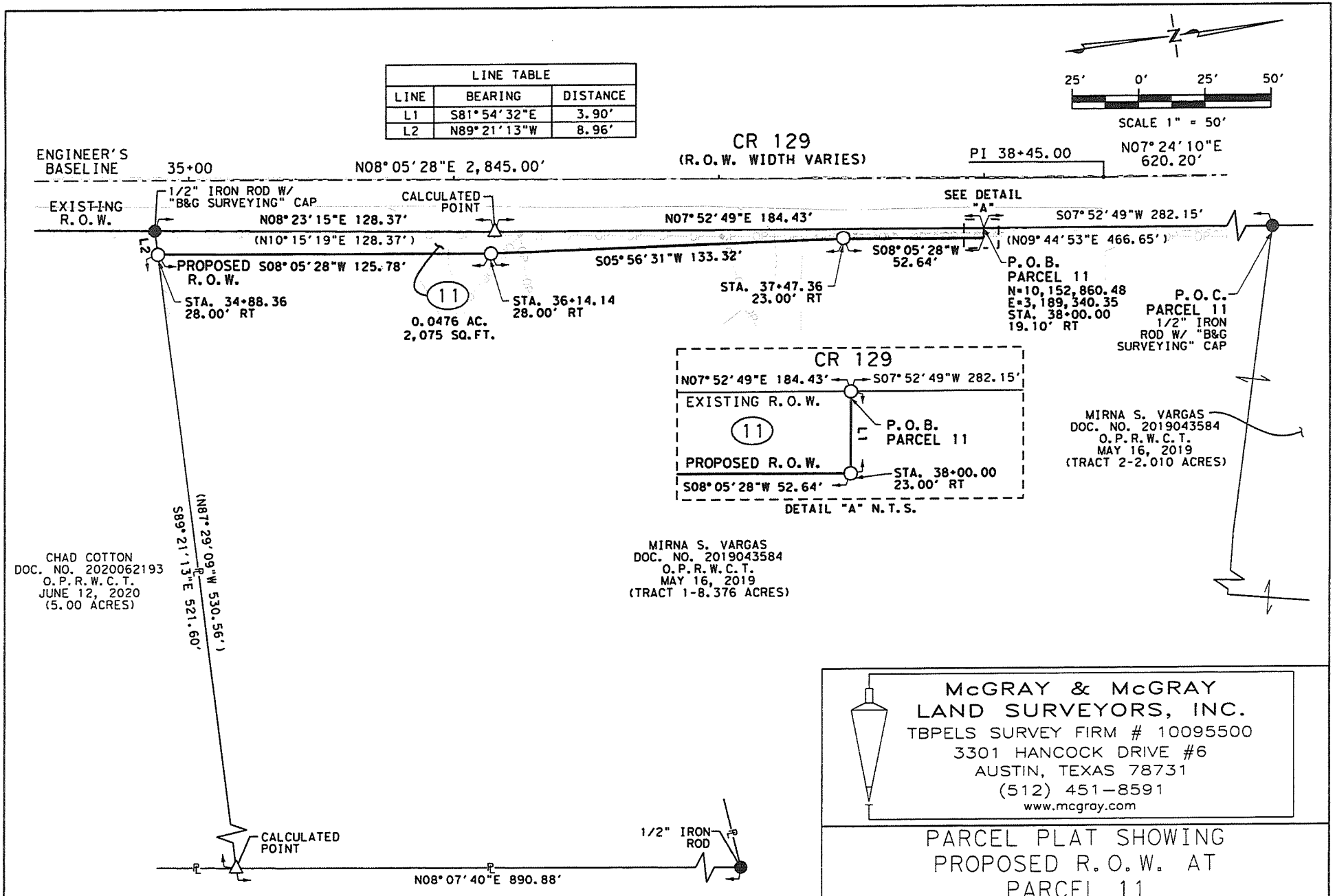
REVISIONS

RECORD	ACQUISITION	REMAINING RT
8.376 AC. (364,859 SQ.FT.)	0.0476 AC. (2,075 SQ.FT.)	8.328 AC. (362,784 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 11 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: N.T.S.



McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING PROPOSED R.O.W. AT PARCEL 11 CR 129 FM 1660 TO THE TRAVIS COUNTY LINE WILLIAMSON COUNTY, TEXAS

DATE: NOVEMBER 2021 | SCALE: 1"= 50'

EXHIBIT "B"

Parcel 11

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 **MIRNA S. VARGAS and spouse MARCO ANTONIO VARGAS**, 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 0.0476 acre (2,075 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 11**)

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 _____, 2022.

[signature on following page]

GRANTOR:

_____
Mirna S. Vargas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Mirna S. Vargas in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

GRANTOR:

_____
Marco Antonio Vargas

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2022 by Marco Antonio Vargas, 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 **61.**

Meeting Date: 01/11/2022

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 4 claims for moving expenses related to the right of way acquisition on Sam Bass Road--Parcel 13. Funding Source: Road Bonds P462
Unit D14- Button
Unit O21- Smith
Unit D03- McCalmont
Unit 123- Mason

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unit 123
Unit D03
Unit O21
Unit D14

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:51 AM
Form Started By: Charlie Crossfield		Started On: 01/06/2022 08:36 AM
Final Approval Date: 01/06/2022		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Randy + Ranna Mason		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #123**

2. Address of Property Acquired by Williamson County:
4700 Sam Bass Road
Round Rock, Texas 78681

[redacted]

3. Address Moved To:

[redacted]

[redacted] of Property Acquired by Williamson County:

From (Date): 07/19 To (Date of Move): 12/21/21

☐ 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

7. Mover's Name and Address:

Self-Move based off approved fee schedule
Trailer

9. Amount of Claim:

Moving Expenses	$250.00
Total Amount	**$250.00**

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: 12/23/21 Ranna Mason

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 $ 250.00 12-30-2021

Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Ronna Mason
Tenant Personal Property Relocation Estimate			Unit Number 123
			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: Randy Mason

Unit/Space #: 123

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature Date: 11/9/21

Randy Mason
Signature Date: 11/9/21

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC
6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125. AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # 123

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 — 11-9-21 Date

Randy Mason Print Name — 123 UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 123

Name Ronda Mason

Phone [redacted]7

[redacted]il [redacted]n

Date	Comments
9-27-2021 9-28-2021	Ronda Mason called and asked about the project and relocation benefits. The address we had was not correct so she did not receive our letter I verified her correct address and I said that I would email her the letter. Sent letter to tenant by email.
12-23-2021 12-27-2021 12-23-2021	Email from Ronna Mason that the had moved their trailer. Prepared and sent claim forms to Ms. Mason for signature. Verified move Signed claim forms returned from tenant.
12-30-2021	Claim package prepared 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) Darryl McCalmont	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #D03**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No [redacted]2	3. Address Moved To: Five Star Boat and RV Storage 5201 RM 2243 Georgetown, TX 78628
4. Occupancy of Property Acquired by Williamson County: From (Date): 1/15/2016 To (Date of Move): 11/30/2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 10 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **Boat**

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:	
Moving Expenses	$300.00
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.

Signature Claimant

Date of Claim: 12/21/21

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

12-30-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			**Displacee Name** Darryl McCalmont
Tenant Personal Property Relocation Estimate			**Unit Number** D03
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]2
Passenger Vehicles		$250.00	[redacted]et
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: Darryl McCalmont

Unit/Space #: D3

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.

Darryl McCalmont
Signature

Date: 11/3/21

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # D3

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	11/3/21 Date
Darryl McCalmont Print Name	D3 UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # D03

Name Darryl McCalmont

Phone [redacted]2

[redacted]il [redacted]t

Date	Comments
11-3-2021	Darryl McCalmont called and was asking about moving his boat. I explained the project and his relocation entitlements he said he would be out by November 30 I told him to call me when he is moved and I would forward him claim forms.
12-20-21 12-21-21 12-21-2021	Darryl Called and said that he had moved I let him know I would prepare the needed claim forms and send them to him. Sent Required claim forms for signature. Verified move
12-30-2021	Prepared move claim package and 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
TIM SMITH		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #021**

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681	[redacted]

4. Occupancy of Property Acquired by Williamson County:	5. Distance Moved: 3 Miles
From (Date): 1-01-2019 To (Date of Move): 12-22-21	7. Mover's Name and Address:
☐ Owner/Occupant ☒ Tenant	**Self-Move based off approved fee schedule** **Trailer**

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:	
Moving Expenses	$250.00
Total Amount	**$250.00**

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: 12-22-21

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 $ 250.00

12-23-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Tim Smith
Tenant Personal Property Relocation Estimate			Unit Number 21
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]9
Passenger Vehicles		$250.00	[redacted]m
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: TIMOTHY SMITH

Unit/Space #: 21

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature _____ Date: 7-27-21

Signature _____ Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant _____ Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # 21

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]	7-27-21
Signature	Date
TIMOTHY SMITH	21
Print Name	UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 021

Name Tim Smith

Phone [redacted]9

[redacted]il [redacted]m

Date	Comments
12-22-2021	Tim Smith called said he had moved his trailer from Sam Bass storage and ask about relocation. I explained the project to him and his eligible relocation benefits. I told him I would prepare the needed forms and sent to him.
12-22-2021 12-22-2021 12-27-2021 12-30-2021	I prepared the forms and emailed to Mr. Smith for his signature Tenant returned signed claim forms. Verified move Prepared move 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) Beau L. Button	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage **Unit #D14**

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road [redacted]1 Claimant's Telephone No.: (504) 231-2174	3. Address Moved To: [redacted]1 [redacted]h [redacted]3 [redacted]28
4. Occupancy of Property Acquired by Williamson County: From (Date): 9/17/2020 To (Date of Move): 12/9/2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 5.1 Miles 7. Mover's Name and Address: **Self-Move based off approved fee schedule** **TYPE PERSONAL PROPERTY BOAT**

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:	
Moving Expenses	$300.00
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.

Signature Claimant

Date of Claim: 12/14/2021

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

12-15-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Beau Buttons
Tenant Personal Property Relocation Estimate			Unit Number D14
			Comments:
Type of Property		Buehler	
		cost per each	[redacted]4
Passenger Vehicles		$250.00	[redacted]m
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: Beau L. Button

Unit/Space #: D14

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature

Date: 12/14/2021

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

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 D14

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:

	12/14/2021
Signature	Date
Beau L. Button	D14
Print Name	UNIT

Phone _____

Email _____

PLEASE COMPLETE, SIGN, DATE AND RETURN

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # D14

Name Beau L Button

Phone [redacted]4

[redacted]il [redacted].com

Date	Comments
11-08-2021	Received a call from Beau Button regarding our email of 10-30-21. He was asking about the project and his relocation options for moving his boat. I explained the project and what his relocation eligibility was he said that he was going to move his boat to New Orleans.
	He ask if we could pay an actual cost move, I explained that that is an option but we could only move his boat up to 50 miles. I also explained that he would need to provide me move estimates. Mr. Button said he would get estimates to me.
11-09-2021 11-10-2021 11-12-2021	Received move estimates and sent to Lisa to approve low estimate of $418. Lisa approved the estimate for the actual cost move. Called Mr. Buttons and let him know that the estimate for his actual cost move was approved. I explained the requirement for requesting reimbursement for the actual cost move, he said that he would just do the fixed move. I told him ok and to let me know when he moved.
12-13-2021 12-14-2021	Beau Buttons sent an email stating that he had moved. I prepared the required claim documents and sent to Mr. Buttons for signature. Verified move
12-14-2021 12-20-2021	Received back signed claim forms. Prepared claim package and sent to Sheets and Crossfield for approval and payment.

Commissioners Court - Regular Session **62.**

Meeting Date: 01/11/2022

CR 401 Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.075 acres) required for the construction of CR 401, and take appropriate action. (Prewitt/Parcel 1)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:45 AM
Form Started By: Charlie Crossfield		Started On: 01/06/2022 08:15 AM
Final Approval Date: 01/06/2022		

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 1.075 acres (Parcel 1) described by metes and bounds in Exhibit "A" owned by **PREWITT FARMS Ltd., a Texas Limited Partnership and ZIZINIA WILLIAMSON COUNTY, Ltd., a Texas Limited Partnership** for the purpose of constructing, reconstructing, maintaining, and operating County Road 401 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 _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

June 25, 2021

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 1.075 ACRE (46,810 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, SURVEY NO. 5, ABSTRACT NO. 373, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.075 ACRE (46,810 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 3-inch iron pipe found, for an interior ell corner of said remainder of a called 290.77 acre tract, same being the northwest corner of a called 70 acre tract of land, described in a deed to Taylor Texas Holdings, Inc., recorded in Document No. 2008053881, O.P.R.W.C.TX.;

THENCE S 21°57'24" E, with the common line of said remainder of a called 290.77 acre tract and said 70 acre tract, a distance of 2,430.64 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,181,801.74, E=3,204,230.70) set 121.72 feet right of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 206+16.36 on the proposed east right-of-way line of C.R. 401, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 21°57'24" E, with the proposed east right-of-way line of said C.R. 401, a distance of 223.67 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.77 feet right of C.R. 401 E.C.S 203+83.57 on the existing north right-of-way line of U.S. 79, a 200 foot wide right-of-way, as described to the State of Texas in Volume 372, Page 368, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in TXDOT right-of-way strip map CSJ 204-03-12 dated December 1951, for the southwest corner of said 70 acre tract, same being the southeast corner of said remainder of a called 290.77 acre tract and of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "HOLT & CARSON" found bears N 72°13'24" E, a distance of 23.82 feet;

2) **THENCE** S 66°58'03" W, departing the proposed east right-of-way line of said C.R. 401, with the existing north right-of-way line of said U.S. 79, a distance of 207.81 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 203+79.61 on the proposed west right-of-way line of said C.R. 401, for the southwest corner of the parcel described herein, from which a Type I concrete monument found on the existing north right-of-way line of said U.S. 79 bears S 66°58'03" W, a distance of 2,114.03 feet;

THENCE departing the existing north right-of-way line of said U.S. 79, with the proposed west right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 3-5:

3) N 21°56'18" W, a distance of 147.64 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 205+27.24, said point being the beginning of a curve to the right,

4) With said curve to the right, an arc distance of 80.05 feet, through a central angle 03°34'30", having a radius of 1,283.00 feet, and a chord that bears N 20°09'03" W, a distance of 80.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 206+02.12, and

5) N 68°03'42" E, a distance of 205.20 feet to the **POINT OF BEGINNING**, and containing 1.075 acres (46,810 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

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.

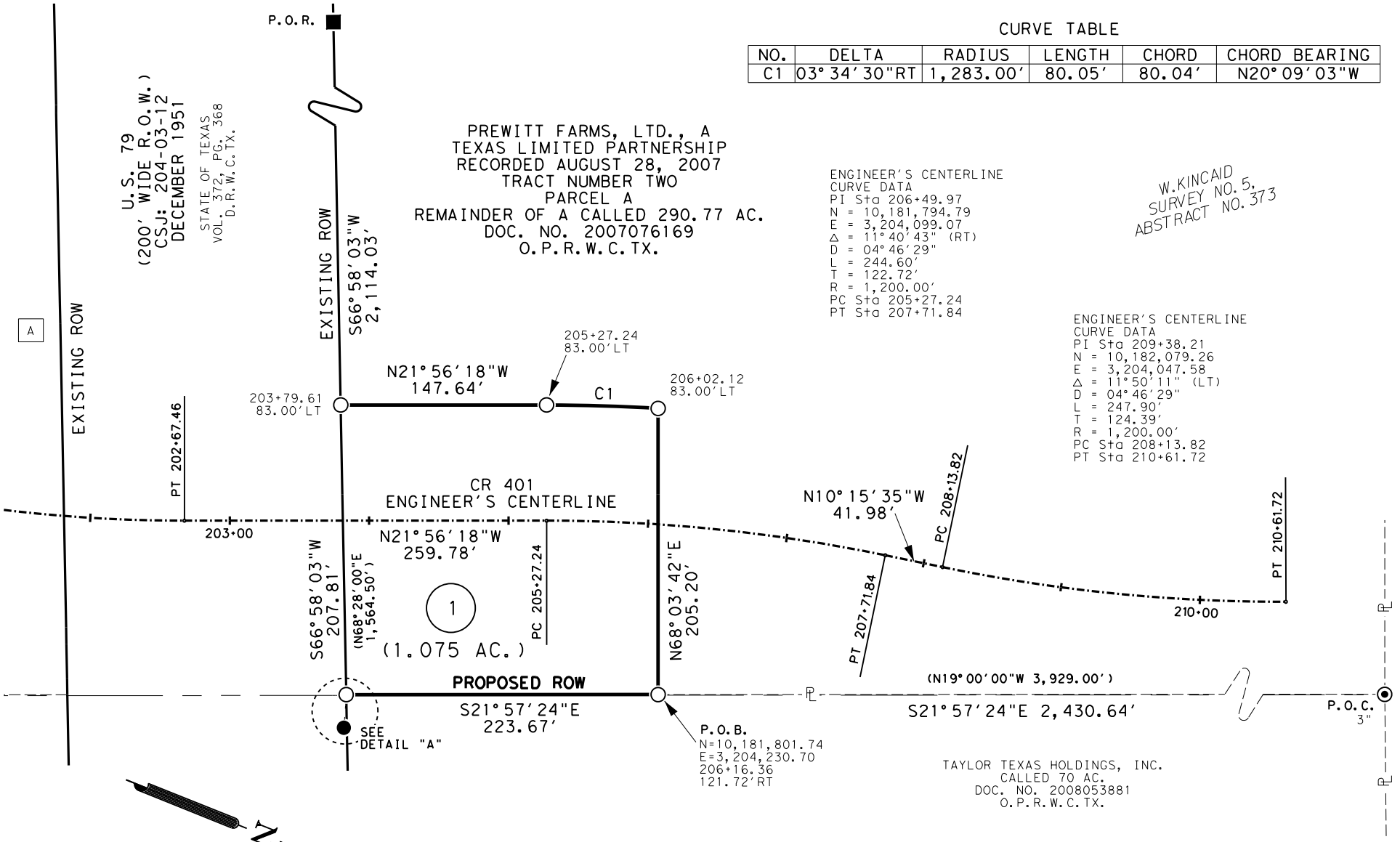
Preliminary

06/25/2021 3:19:26 PM

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03°34'30"RT	1,283.00'	80.05'	80.04'	N20°09'03"W

REF. FIELD NOTE NO. 48892

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\1\PLAT\00\P-1.dgn

EXISTING	*236.017 AC.	ACQUIRE	1.075 AC.	REMAINING	234.942 AC. LEFT

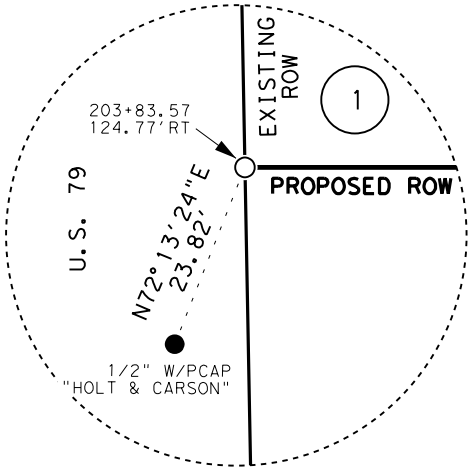
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 1
1.075 AC. (46,810 SQ. FT.)

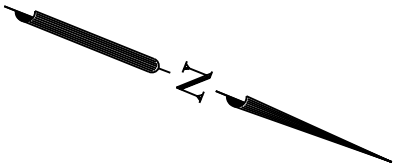
LEGEND

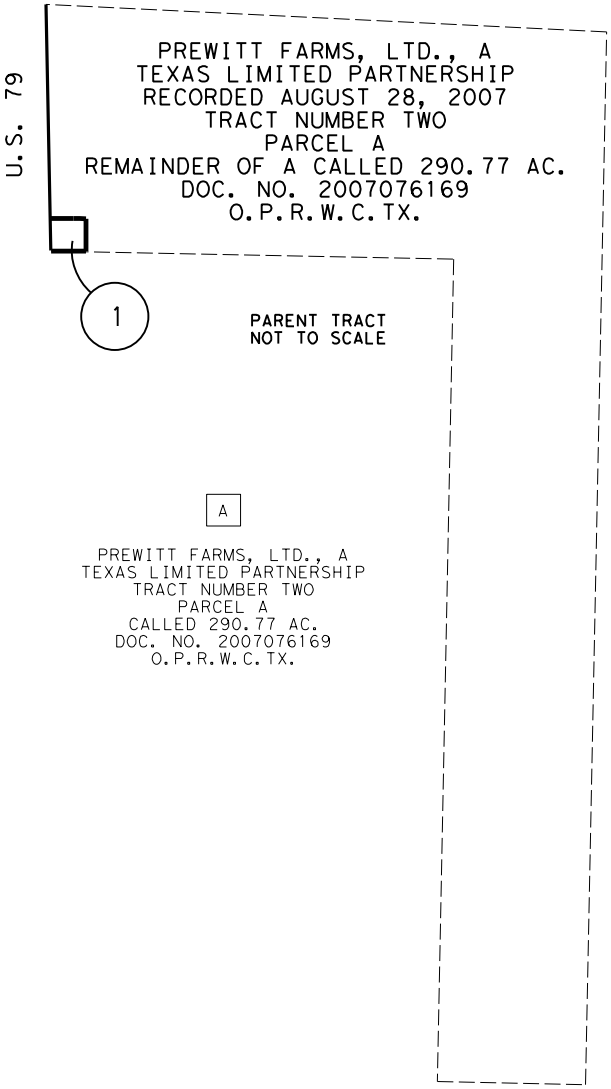
○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD 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
---1---	DEED LINE (COMMON OWNERSHIP)

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 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 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.

Preliminary

06/25/2021 3:19:34 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 48892

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\1\PLAT\00\P-1.dgn

EXISTING	*236.017 AC.	ACQUIRE	1.075 AC.	REMAINING	234.942 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
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 1
1.075 AC. (46,810 SQ. FT.)

Meeting Date: 01/11/2022

CR 401 Resolution

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 (5.661 acres) required for the construction of CR 401, and take appropriate action. (Prewitt/Parcel 2)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	01/06/2022 08:46 AM
Form Started By: Charlie Crossfield		Started On: 01/06/2022 08:17 AM
Final Approval Date: 01/06/2022		

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 5.661 acres (Parcel 2) described by metes and bounds in Exhibit "A" owned by **PREWITT FARMS Ltd., a Texas Limited Partnership and ZIZINIA WILLIAMSON COUNTY, Ltd., a Texas Limited Partnership** for the purpose of constructing, reconstructing, maintaining, and operating County Road 401 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 _____, 2022.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 2
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

June 25, 2021

PROPERTY DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 5.661 ACRE (246,578 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, SURVEY NO. 5, ABSTRACT NO. 373, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 5.661 ACRE (246,578 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 127.73 feet right of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 201+92.28 on the existing south right-of-way line of U.S. 79, a 200 foot wide right-of-way, as described to the State of Texas in Volume 372, Page 368, Deed Records of Williamson County, Texas (D.R.W.C.TX.), as depicted in TXDOT right-of-way strip map CSJ 204-03-12 dated December 1951, for the northeast corner of said remainder of a called 290.77 acre tract, same being the northwest corner of a called 0.60 acre tract of land, described in a deed to T W Ford, LP, recorded in Document No. 2019080599, O.P.R.W.C.TX., being further described in Volume 1567, Page 157, D.R.W.C.TX., from which a 3/4-inch iron pipe found on the existing north right-of-way line of C.R. 403, a variable width right-of-way, no record information found, for the southeast corner of said remainder of a called 290.77 acre tract bears S 22°01'18" E, a distance of 1,078.81 feet ;

THENCE S 66°58'03" W, with the existing south right-of-way line of said U.S. 79, a distance of 48.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,181,389.86, E=3,204,344.64) set 79.59 feet right of C.R. 401 E.C.S. 201+88.32 on the proposed east right-of-way line of C.R. 401, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the existing south right-of-way line of said U.S. 79, with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following five (5) courses and distances numbered 1-5:

1) S 21°30'09" E, a distance of 293.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 134.08 feet right of C.R. 401 E.C.S 199+25.34,

2) S 68°34'53" W, a distance of 56.82 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 80.00 feet right of C.R. 401 E.C.S 199+09.45,

3) S 05°40'39" W, a distance of 115.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 401 E.C.S 198+02.26, said point being the beginning of a curve to the right,

4) With said curve to the right, an arc distance of 791.99 feet, through a central angle 39°11'11", having a radius of 1,158.00 feet, and a chord that bears S 22°06'30" W, a distance of 776.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 401 E.C.S 190+56.77, said point being the beginning of a curve to the left, and

5) With said curve to the left, an arc distance of 535.76 feet, through a central angle 30°02'09", having a radius of 1,022.00 feet, and a chord that bears S 26°41'01" W, a distance of 529.64 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 401 E.C.S 184+85.37 on the existing north right-of-way line of said C.R. 403, for the southeast corner of the parcel described herein, from which a 3/4-inch iron pipe found on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, for the northeast corner of the remainder of a called 89.4 acre tract of land, described in a deed to Fred Gola and wife, Angelee M. Gola, recorded in Volume 2194, Page 568, Official Records of Williamson County, Texas (O.R.W.C.TX.), bears S 80°22'49" E, a distance of 478.64 feet;

THENCE departing the proposed east right-of-way line of said C.R. 401, with the existing north right-of-way line of said C.R. 403, the following two (2) courses and distances numbered 6-7:

6) S 67°13'42" W, a distance of 14.13 feet to a calculated point, and

7) S 71°28'42" W, a distance of 140.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 184+11.17 on the proposed west right-of-way line of said C.R. 401, for the southwest corner of the parcel described herein, said point being the beginning of a curve to the right,

THENCE departing the existing north right-of-way line of said C.R. 403, with the proposed west right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following two (2) courses and distances numbered 8-9:

8) With said curve to the right, an arc distance of 685.88 feet, through a central angle 33°56'10", having a radius of 1,158.00 feet, and a chord that bears N 24°44'01" E, a distance of 675.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 190+56.77, said point being the beginning of a curve to the left, and

9) With said curve to the left, an arc distance of 1,047.38 feet, through a central angle 58°43'06", having a radius of 1,022.00 feet, and a chord that bears N 12°20'32" E, a distance of 1,002.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet left of C.R. 401 E.C.S 201+73.84 on the existing south right-of-way line of said U.S. 79, for the northwest corner of the parcel described herein;

THIS SPACE IS INTENTIONALLY LEFT BLANK

10) **THENCE** N 66°58'03" E, departing the proposed west right-of-way line of said C.R. 401, with the existing south right-of-way line of said U.S. 79, a distance of 148.30 feet to the **POINT OF BEGINNING**, and containing 5.661 acres (246,578 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

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.

Preliminary

06/25/2021 3:24:59 PM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

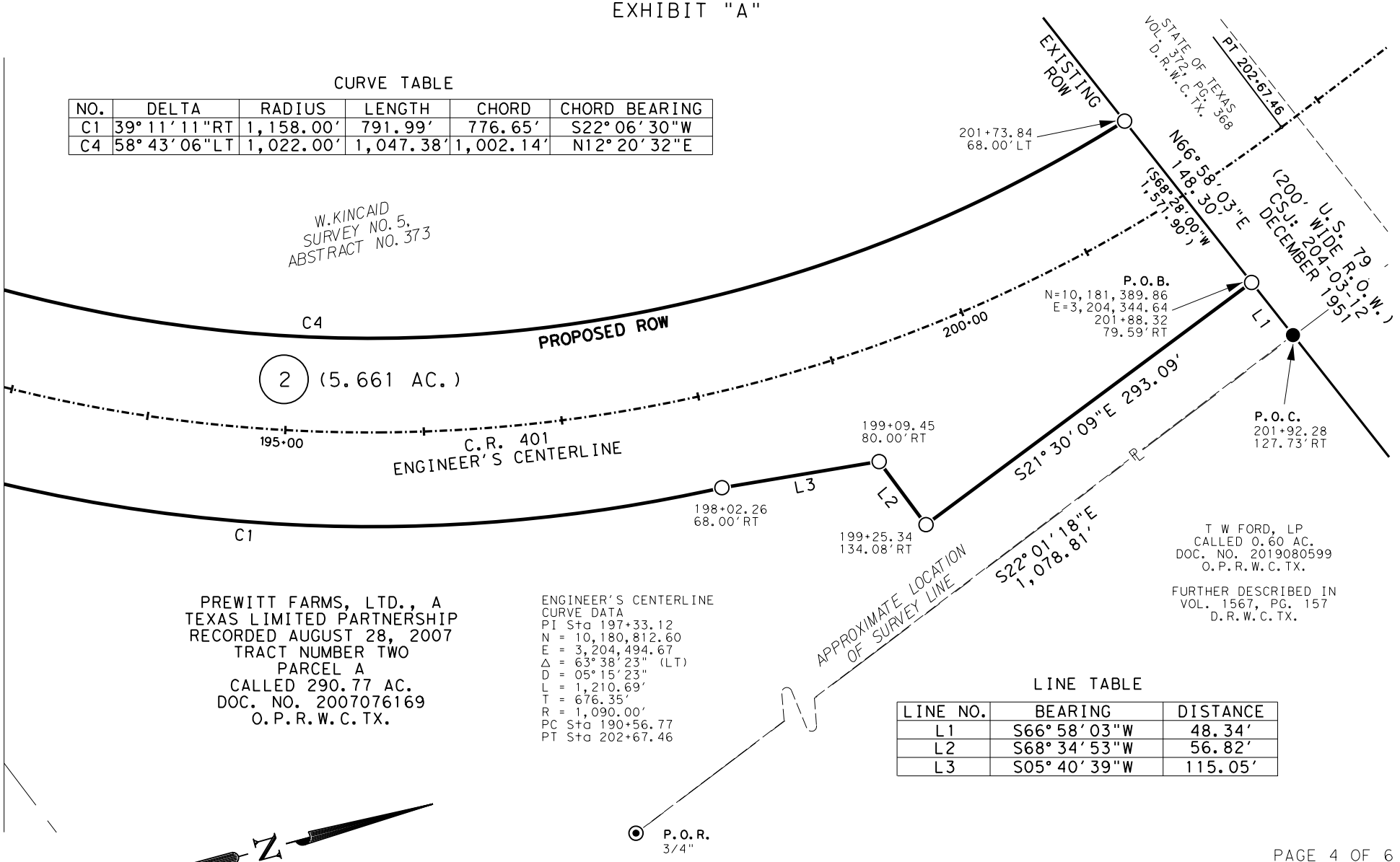
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

MATCH SHEET 5 OUT OF 6

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	39° 11' 11"RT	1,158.00'	791.99'	776.65'	S22° 06' 30"W
C4	58° 43' 06"LT	1,022.00'	1,047.38'	1,002.14'	N12° 20' 32"E



PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 28, 2007
TRACT NUMBER TWO
PARCEL A
CALLED 290.77 AC.
DOC. NO. 2007076169
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 197+33.12
N = 10,180,812.60
E = 3,204,494.67
Δ = 63° 38' 23" (LT)
D = 05° 15' 23"
L = 1,210.69'
T = 676.35'
R = 1,090.00'
PC Sta 190+56.77
PT Sta 202+67.46

T W FORD, LP
CALLED 0.60 AC.
DOC. NO. 2019080599
O.P.R.W.C.TX.

FURTHER DESCRIBED IN
VOL. 1567, PG. 157
D.R.W.C.TX.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S66° 58' 03"W	48.34'
L2	S68° 34' 53"W	56.82'
L3	S05° 40' 39"W	115.05'

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48893

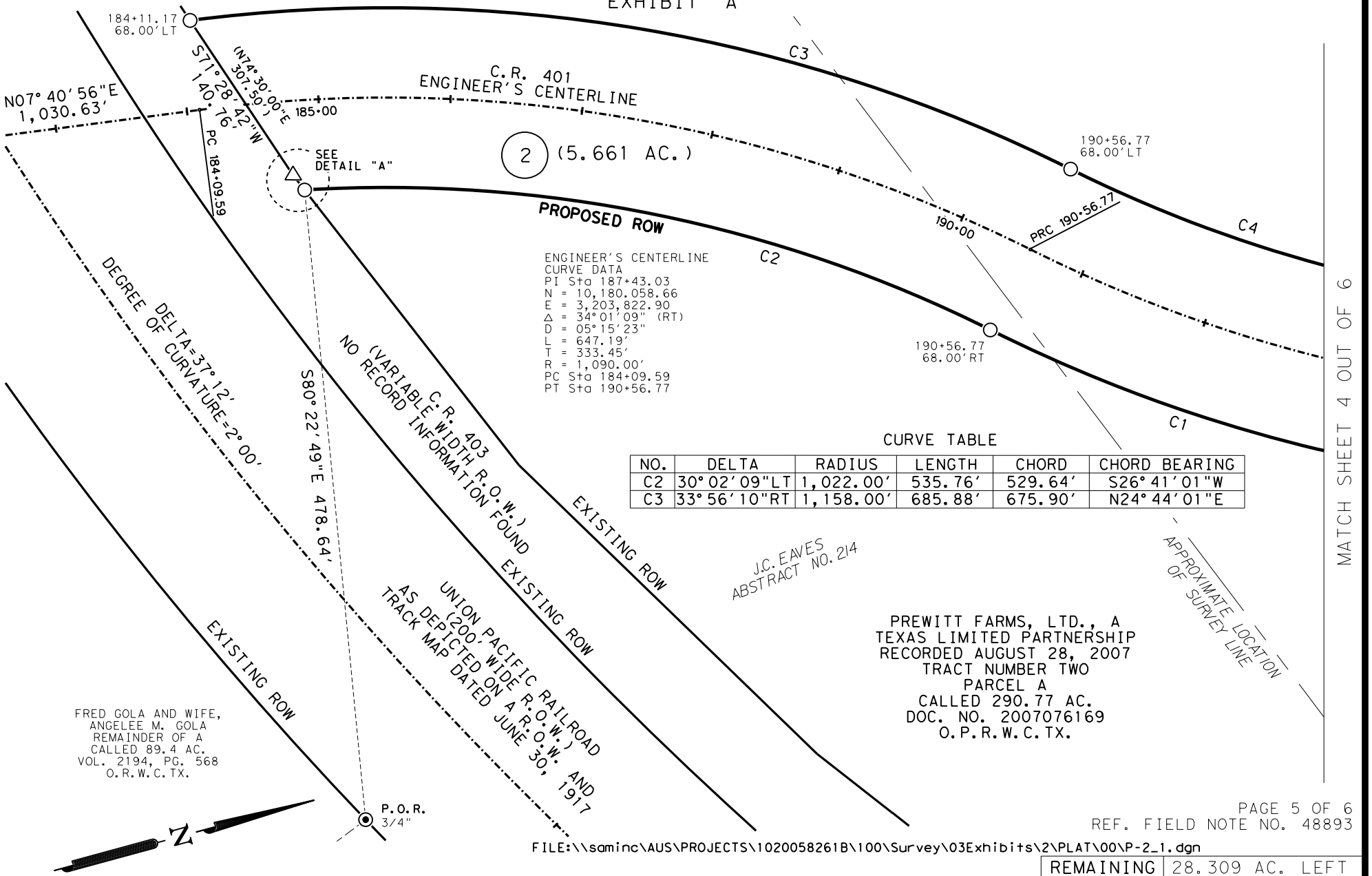
FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\00\P-2_2.dgn

				REMAINING	28.309 AC. LEFT
EXISTING	*45.082 AC.	ACQUIRE	5.661 AC.	REMAINING	11.112 AC. RIGHT

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
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
5.661 AC. (246,578 SQ. FT.)

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	30°02'09"LT	1,022.00'	535.76'	529.64'	S26°41'01"W
C3	33°56'10"RT	1,158.00'	685.88'	675.90'	N24°44'01"E

PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 28, 2007
TRACT NUMBER TWO
PARCEL A
CALLED 290.77 AC.
DOC. NO. 2007076169
O.P.R.W.C.TX.

MATCH SHEET 4 OUT OF 6

REF. FIELD NOTE NO. 48893

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\00\P-2_1.dgn

				REMAINING	28.309 AC. LEFT
EXISTING	*45.082 AC.	ACQUIRE	5.661 AC.	REMAINING	11.112 AC. RIGHT

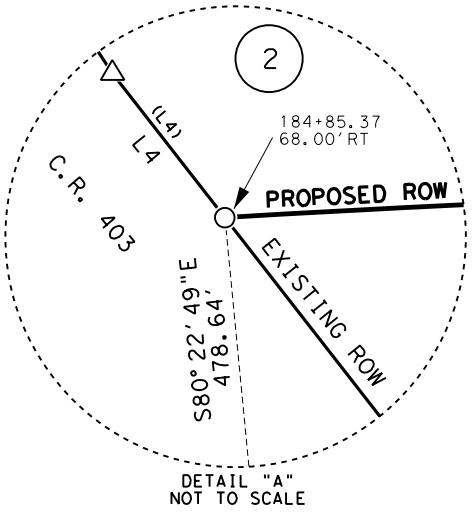
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
5.661 AC. (246,578 SQ. FT.)

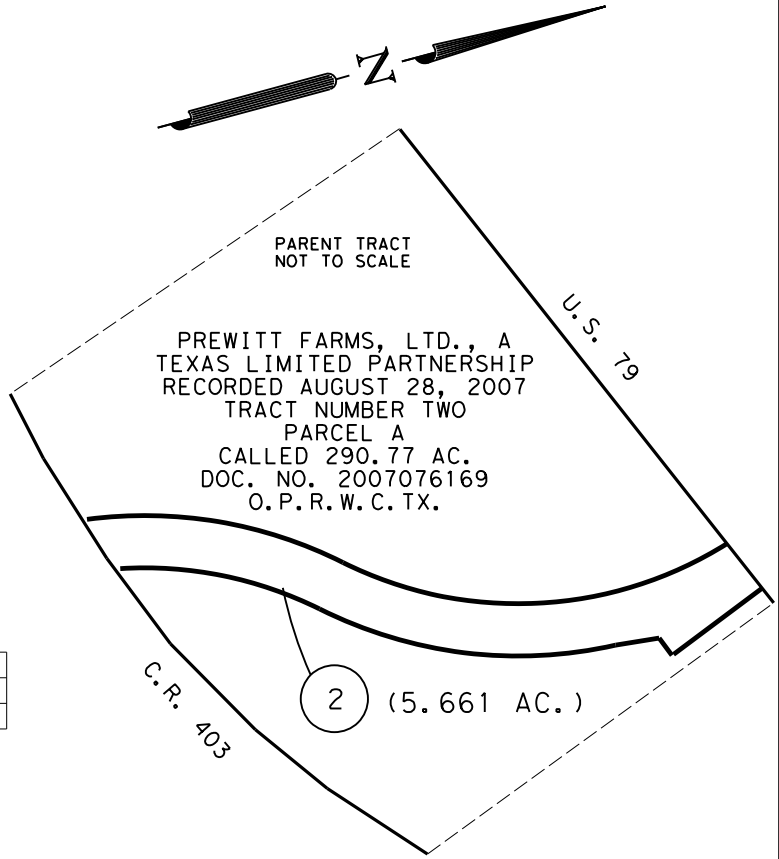
LEGEND

○	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)

EXHIBIT "A"



DETAIL "A"
NOT TO SCALE



LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	S67°13'42"W	14.13'
(L4)	(N70°15'00"E)	(278.00')

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 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

REF. FIELD NOTE NO. 48893

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.

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\00\P-2_2.dgn

Preliminary

06/25/2021 3:25:05 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

				REMAINING	28.309 AC. LEFT
EXISTING	*45.082 AC.	ACQUIRE	5.661 AC.	REMAINING	11.112 AC. RIGHT

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
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
5.661 AC. (246,578 SQ. FT.)

Meeting Date: 01/11/2022
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
g) Discuss the sale of 106 Dana Drive, Hutto, Texas
h) Discuss the sale of property located adjacent to the existing Williamson County EMS Bay/SO and MOT building at 1801 E. Settlers Boulevard, Round Rock, Texas

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	01/06/2022 08:54 AM
Form Started By: Charlie Crossfield		Started On: 01/06/2022 08:42 AM
Final Approval Date: 01/06/2022		

Commissioners Court - Regular Session **65.**

Meeting Date: 01/11/2022

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
m) Project Fittipaldi
n) Project Venture
o) Project 007

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	01/06/2022 08:55 AM
Form Started By: Charlie Crossfield		Started On: 01/06/2022 08:42 AM
Final Approval Date: 01/06/2022		