NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
February 22, 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 – 21)

3. Discuss, consider, and take appropriate action on a Line Item Transfer for the 277th District Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0437-004010	Visiting Judges	$1,000
From	0100-0437-004999	Miscellaneous	$300
To	0100-0437-003005	Office Furniture	$1,300

4. Discuss, consider, and take appropriate action on a line item transfer for the Elections Department - Discretionary Fund Budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0376-0376-003010	COMPUTER EQUIPMENT < $5,000	$6000.00
From	0376-0376-004506	COMPUTER PRGM/MAINT	$6000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004500	Maintenance Services	$2,000.00
To	0100.0509.004999	Miscellaneous	$2,000.00

6. Discuss, consider and take appropriate actions on amending the salary agreement with Texas AgriLife to provide the middle of the year 3% COLA.

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

8. Discuss, consider and take appropriate action on position changes from cycle 4B of the salary study.

9. Discuss, consider and take appropriate action on a line item transfer (as attached) for various departments as related to Salary Study 4B.

10. Discuss, consider, and take appropriate action on approving property tax collections for the month of January 2022 for the Williamson County Tax Assessor/Collector.

11. Discuss, consider, and take appropriate action to approve the County Attorney January 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

12. Discuss, consider and take appropriate action on an Amendment to Residential Real Estate Listing Agreement between Williamson County, Texas and Baker Realty relating to the residential real estate located 106 Dana Drive, Hutto, Texas 78634; and authorize the Williamson County Judge to execute any documents necessary to sell and covey the property in accordance with the terms of the Listing Agreement (Texas Local Government Code Section 263.008).

13. Discuss, consider and take action on the approval of Team Rubicon performing a fire mitigation project at Twin Springs Preserve on February 25th to the 27th.

14. Discuss, consider, and take appropriate action on canceling the new lease agreement for Williamson County Court at Law #4 with SHARP Electronics, that was approved in Commissioner's Court on 12.21.21 under agenda item #22.

15. Discuss, consider, and take appropriate action on a Customer Engagement License and Release Agreement with Dell Technologies.

16. Discuss, consider, and take appropriate action on approving the agreement renewal between Williamson County and Presidio Networked Solutions Group, LLC in the total amount of $64,990.30, pursuant to the DIR-TSO 4315 contract, and authorizing the execution of the renewal agreement.

17. Discuss, consider, and take appropriate action on approving the extension of the Maintenance and Support Agreement for Digicap and Livescan Software with Idemia, Identity & Security USA LLC, for the total amount of $3,294.00, and authorizing the execution of this agreement.

18. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with The Rosedale Foundation (Annual bike ride on March 26th thru WILCO & Travis County).

19. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between KC Engineering, Inc. and Williamson County dated March 24, 2020 for On Call Professional Engineering Services for Small Maintenance Projects. This supplemental is to extend the expiration date to March 31, 2023. Funding source: 01.0200.0210.004100.

20. Discuss, consider and take appropriate action on approving a license agreement with Bar W Ranch HOA, Inc.

21. Discuss, consider and take appropriate action on approval of the final plat for the Estates at Northgate Phase 1, Section 3 subdivision – Precinct 2.

REGULAR AGENDA

22. Discuss, consider and take appropriate action to approve Order Authorizing Interment of Decedent's Remains by cremation of deceased (Larry Daniels) who passed away in Justice of the Peace, Precinct 4 of Williamson County, Texas where there has been an inquest by the Justice of the Peace, Precinct 1 and the County has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

23. Discuss, consider, and acknowledge historical contributions by celebrated black Williamson County trailblazers.

24. 9:30 A.M. Conduct a public hearing regarding approval of a tax abatement agreement with CelLink, Titan Gateway35 LLC and Williamson County.

25. Discuss, Consider, and take appropriate action to approve a property tax abatement agreement between CelLink, Titan Gateway35 LLC, and Williamson County.

26. Discuss, consider and take action to approve increasing Project 445P Wilco in the amount of $11,500 in the ARPA Funding (American Rescue Plan Act).

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$5,200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004510	Facilities Repair	$5,200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	$8,981.00
To	0100.0576.005700	Vehicles	$8,981.00

From	0100.0576.004102	Residential Services	$1,000.00
To	0100.0576.004501	Facility Repairs	$1,000.00

30. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 19G and the County of Williamson, Texas.

31. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 19H and the County of Williamson, Texas.

32. Discuss, consider, and take appropriate action on approving an interlocal agreement and business associate agreement between Williamson County and Cities Health District and Williamson County related to collaboration for WilCo Care Recipients.

33. Discuss, consider and take appropriate action on approving the purchase of Oracle Enterprise Database License Upgrade from Mythics, Inc. in the amount of $112,800.83, pursuant to DIR contract #DIR-TSO-4158, and authorizing execution of the estimate.

34. Discuss, consider, and take appropriate action on approving the contract between Mission Critical Partners, LLC and Williamson County for development of requirements, expert assistance, and consulting services for computer-aided dispatch system (CAD), mobile data system (MDS) and law enforcement records management system (RMS), in the not-to-exceed amount of $166,800.40, per the proposal pursuant to HGAC Contract #HPO8-21, and authorize the purchase and the execution of the contract.

35. Discuss, consider, and take appropriate action on approving the renewal agreement between Williamson County and Presidio Networked Solutions Group, LLC, for maintenance of Cisco equipment, for the total amount of $125,711.42, pursuant to the Texas DIR-TSO 4167 contract, and authorizing the execution of the agreement.

36. Discuss, consider, and take appropriate action on approving Landscape Architectural Professional Services Supplemental Agreement #7 between Williamson County and Design Workshop, Inc., as per RFQ #14RFQ00111, for River Ranch County Park Phase II, in the not-to-exceed amount of $195,456.00, and authorizing the execution of the agreement.

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

38. Discuss, consider and take appropriate action on ratifying spot Purchase Order (PO) #179796 in the amount of $112.500, and approving spot Purchase Requisition #128143 in the amount of $120,000, for Flex Base, from Central Texas Stone and Aggregate LLC.

39. Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $50,000 from P224 (North Mays) to P284 (Hairy Man Road/Brushy Creek), $350,000 from P224 (North Mays) to P270 (Great Oaks Bridge), $175,000 from P290 (2013 Non-Departmental) to P285 (CR 200), $500,000 from P326 (FM 2243) to P285 (CR 200) and $50,000 from P293 (Kauffman Loop) to P231 (Reagan Blvd at IH35).

Also, to close P302 and move the remaining funds ($197,576.22) to P261 (CR 110 Middle; $100,000) and P290 (2013 Non-Departmental; $97,576.22).

40. Discuss, consider, and take appropriate action on Contract Amendment No. 2 to the CR 245 contract between Williamson County and Bridgefarmer & Associates, Inc. relating to the 2019 Road Bond Program. Project: P353 Fund Source: Road Bonds

41. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Bud Stockton Project, a Road Bond Project in Commissioner Pct. 4 - Project Number P307.

42. Discuss, consider and take appropriate action on a claim for payment fixed move expense- Business with Eric and Michelle Klingemann for property acquired as right of way on the Sam Bass Rd. project (Parcel 13). Funding Source: Road Bonds P459

43. Discuss, consider and take appropriate action on 2 real estate contracts with 3724 Acquisitions LLC for right of way acquired on the N. Mays project (Parcels 5 & 6). Funding Source: Road Bonds P236

44. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with the Round Rock Presbyterian Church of Round Rock for right of way needed on the Sam Bass Rd. project (Parcels 44, 47 & 85). Funding Source: Road Bonds P459

45. Discuss, consider and take appropriate action on a letter agreement with S. Dowdy Inc. for a Jonah SUD replacement waterline easement needed on CR 366 (Parcel 4WE). Funding Source: Road Bonds P296

46. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.077 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (Scott Lee Ira Helms/ Parcel 48)

47. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.923 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (Christina A. Helms/ Parcel 4)

48. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.285 acres and 16.010 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (J. Patrick Harlow and Lisa M. Harlow/Parcels 2 & 47).

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)."

49. 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.

50. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.
a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis

51. 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) 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.
h) 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.
i) 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.
j) Shamona Harris - EEOC Charge #451-2021-00812.
k) 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.
l) 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.
m) 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.
n) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
o) 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.
p) 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.
q) Kelli Bomer - EEOC Charge #451-2021-00920.
r) Gary Haston - EEOC Charge #451-2021-01145.
s) 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.
t) 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.
u) 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.
v) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
w) Williamson County Landfill Operation Agreement Terms and Conditions.
x) 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.
y) Legal matters pertaining to the Emergency Communications Department.
z) Legal matters pertaining to the GardaWorld contract.
aa) 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.
bb) Claim from Roger Minter.
cc) Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas.

52. 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).

53. 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)

54. Discuss and take appropriate action concerning economic development.

55. Discuss and take appropriate action concerning real estate.

56. 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) 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.
h) 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.
i) 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.
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k) 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.
l) 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.
m) 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.
n) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
o) 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.
p) 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.
q) Kelli Bomer - EEOC Charge #451-2021-00920.
r) Gary Haston - EEOC Charge #451-2021-01145.
s) 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.
t) 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.
u) 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.
v) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
w) Williamson County Landfill Operation Agreement Terms and Conditions.
x) 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.
y) Legal matters pertaining to the Emergency Communications Department.
z) Legal matters pertaining to the GardaWorld contract.
aa) 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.
bb) Claim from Roger Minter.
cc) Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the

395th District Court of Williamson County, Texas.

57. 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.

58. Comments from Commissioners.

59. 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 18th day of February 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: 02/22/2022

Discuss, consider, and take appropriate action on a Line Item Transfer for the 277th District Court

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a Line Item Transfer for the 277th District Court.

Background

The Judge's Bench Chair in the 277th needs to be replaced, as it is damaged. While funds are not currently budgeted for this, the Court has funds in two lines that can be moved in order to cover this purchase. This request will facilitate that.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0437-004010	Visiting Judges	$1,000
From	0100-0437-004999	Miscellaneous	$300
To	0100-0437-003005	Office Furniture	$1,300

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/16/2022 08:11 AM
Budget Office	Ashlie Holladay	02/17/2022 09:16 AM
Form Started By: Ronald Morgan		Started On: 02/15/2022 04:33 PM
Final Approval Date: 02/17/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 02/22/2022

Elections line item transfer

Submitted For: Chris Davis **Submitted By:** Jenifer Favreau, Elections

Department: Elections

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Elections Department - Discretionary Fund Budget.

Background

Line item transfer requested to cover proposed work for upgrading the Elections Department's Training Room to capture & livestream video & audio for future virtual training efforts.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0376-0376-003010	COMPUTER EQUIPMENT < $5,000	$6000.00
From	0376-0376-004506	COMPUTER PRGM/MAINT	$6000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:27 AM
Budget Office	Ashlie Holladay	02/17/2022 09:17 AM
Form Started By: Jenifer Favreau		Started On: 02/16/2022 05:11 PM
Final Approval Date: 02/17/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 02/22/2022

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Commissioner Pct 4 condo fees.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004500	Maintenance Services	$2,000.00
To	0100.0509.004999	Miscellaneous	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:34 AM
Budget Office	Ashlie Holladay	02/17/2022 10:39 AM
Form Started By: Gina Wrehsnig		Started On: 02/17/2022 10:12 AM
Final Approval Date: 02/17/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 02/22/2022

AgriLife COLA

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

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate actions on amending the salary agreement with Texas AgriLife to provide the middle of the year 3% COLA.

Background

Texas AgriLife Agents did not receive the 3% middle of the year COLA like other county employees. This amendment allows the agents to receive the COLA.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 12:05 PM
Form Started By: Rachel Rull		Started On: 02/17/2022 11:49 AM
Final Approval Date: 02/17/2022		

TEXAS AGRILIFE EXTENSION SERVICE
SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement ("Agreement") is entered into by and between Williamson County, Texas ("County") and the Texas A&M AgriLife Extension Service of the Texas A&M University System (Agency).

RECITALS

WHEREAS, the Agency provides quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educates Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;

WHEREAS, the Agency improves the lives of Texans through an educational process that uses research-based knowledge focused on issues and needs. Within the broad context of the Agency's mission, the Agency will foster the improvement of agriculture and agribusiness, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families;

WHEREAS, Chapter 43 of the Texas Agricultural Code authorizes and enables Texas counties, through their commissioners court, to employ any means and appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A & M University;

WHEREAS, the Agency and County have established and conducted cooperative demonstration work in agriculture and home economics in cooperation with one another over the years and the Agency and County wish to continue such cooperative;

WHEREAS, the County would like to contribute to the annual salaries of the extension agents serving at the Agency;

WHEREAS, the Agency would like to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County;

NOW, THEREFORE, the parties wish to certify and acknowledge their agreements in relation to the aforesaid cooperative, as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to define the annual contribution of the County towards funding salaries of extension agents at the Agency, as well as outline obligations of the Agency.

ARTICLE II
GENERAL OBLIGATIONS OF AGENCY

During the term of this Agreement, the Agency agrees to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County. As a part of such cooperative, the Agency shall be obligated to do the following:

A. To provide quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educate Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;
B. To endeavor to improve the lives of Williamson County residents through an educational process that uses research-based knowledge focused on issues and needs; and
C. Assist in fostering the improvement of agriculture and agribusiness in Williamson County, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families.

ARTICLE III
TERM

The term of this Agreement is for twelve (12) months, commencing October 1, 2021, and ending September 30, 2022. This Agreement may be renewed by addendum hereto in writing and executed by all parties.

ARTICLE IV
ANNUAL SALARY CONTRIBUTION; CELL PHONE STIPEND

A. Annual Salary Contribution. The County, the State of Texas and other entities co-fund five extension agent positions in Williamson County. The County's contribution towards funding these positions shall be $131,218.84 (which consist of a $123,698.03 contribution towards the Agency's extension agents' salaries plus $7,520.81 of county merit/COLA increases approved by the Williamson County Commissioners Court for a total of $131,218.84) plus employer FICA at the rate of 7.65%, unemployment compensation insurance (UCI), and worker's compensation insurance (WCI) for the term of this Agreement.

B. Cell Phone Stipend. The County will contribute cell phone stipends for each of the five extension agent positions. The amount of the cell phone stipends shall be at the rate set forth by the County.

ARTICLE V
PAYROLL PROCESSING

County shall process the payroll for the portion of salaries paid from County funds on the five agent positions, file and report payroll tax reports and returns and remit payroll taxes to the appropriate federal authorities for the portion of salaries paid from County funds.

ARTICLE VI
AVAILABILITY OF FUNDS

Both parties agree and understand that all financial obligations provided for in this Agreement will be contingent on the availability of each party' funds to meet said obligations.

ARTICLE VII
EQUAL OPPORTUNITY

Agency agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VIII
ASSIGNMENT & SUBCONTRACT

Neither party hereto may assign any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the other party.

ARTICLE IX
OFFICIALS NOT TO BENEFIT

No officer, employee or agent of either party hereto and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X
TERMINATION

This Agreement may be terminated:

A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
B. Upon expenditure of available funds.

ARTICLE XI
GOVERNMENTAL IMMUNITY; NO THIRD-PARTY BENEFICIARIES

This Agreement is expressly made subject to County's governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary. County expressly acknowledges that Agency is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Agency of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE XII
REPRESENTATIONS & WARRANTIES

Both parties hereby represent that they have all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIII
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIV
COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XV
LEGAL CONSTRUCTION

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 unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XVII
INDEPENDENT CONTRACTOR CLAUSE

Both parties hereto, 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. Furthermore, the parties acknowledge and agree that County's sole obligation hereunder is the making of a contribution towards the Agency's extension agents' salaries and that the Agency's extension agents are solely the Agency's employees. The parties hereto further agree and acknowledge that all personnel related matters in relation to the Agency's extension agents, including but not limited to the hiring, firing, salary, job descriptions and benefits shall be solely controlled and made by the Texas A&M University System.

ARTICLE XVIII
ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written and may not be amended or superseded except by written agreement signed by an authorized representative of each party.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

BY: _____
Bill Gravell, Jr.
Williamson County Judge

Date: December 7, 2021

TEXAS A&M AGRILIFE EXTENSION SERVICE

BY: _____
Printed Name: Dr. Jeff Hyde
Title: Director

Date: 11/16/21

LF 9495/22

Commissioners Court - Regular Session **7.**

Meeting Date: 02/22/2022

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	02/16/2022 12:52 PM
County Judge Exec Asst.	Becky Pruitt	02/16/2022 12:57 PM
Form Started By: Kayla Marek		Started On: 02/16/2022 11:53 AM
Final Approval Date: 02/16/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	TCO Specialist.0126.001100.	14597	$54,563.12	$954.84	1.75	$55,517.97	-	MERIT	4-Mar-22
911 Communications	TCO Specialist.0129.001100.	13899	$54,563.12	$1,091.27	2.00	$55,654.39	-	MERIT	4-Mar-22
911 Communications	TCO Specialist.0124.001100.	15217	$54,563.12	$1,091.27	2.00	$55,654.39	-	MERIT	4-Mar-22
911 Communications	TCO Specialist.0125.001100.	15074	$54,563.12	$1,091.27	2.00	$55,654.39	-	MERIT	4-Mar-22
911 Communications	TCO Specialist.0131.001100.	13552	$54,563.12	$818.44	1.50	$55,381.56	-	MERIT	4-Mar-22
911 Communications	TCO Specialist.0157.001100.	14775	$54,563.12	$818.44	1.50	$55,381.56	-	MERIT	4-Mar-22
911 Communications	TCO Specialist.0142.001100.	15073	$54,563.12	$954.84	1.75	$55,517.97	-	MERIT	4-Mar-22
911 Communications	TCO Specialist.0141.001100.	15013	$54,563.12	$1,091.27	2.00	$55,654.39	-	MERIT	4-Mar-22
911 Communications	TCO Specialist.0151.001100.	14164	$54,563.12	$954.84	1.75	$55,517.97	-	MERIT	4-Mar-22
Wilco Pretrial Services	Pretrial Specialist.1212.001100.	15786	$42,370.31	$423.70	1.00	$42,794.00	-	MERIT	4-Mar-22

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0581	001100	8,866.48	
01	0100	0581	002010	678.29	
01	0100	0581	002020	1,434.60	
01	0100	8004	001130		8,866.48
01	0100	8004	002010		678.29
01	0100	8004	002020		1,434.60
01	0100	0591	001100	423.70	
01	0100	0591	001130		423.70

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
570-Corrections	0522	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from Corrections Officer (C1.10) to Commissioned Corrections Officer (C2.1). No fiscal impact to position budget.	2/25/2022
570-Corrections	0403	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from Corrections Officer (C1.11) to Commissioned Corrections Officer (C2.1). No fiscal impact to position budget.	2/25/2022
570-Corrections	0528	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from Corrections Officer (C1.10) to Commissioned Corrections Officer (C2.1). No fiscal impact to position budget.	2/25/2022
570-Corrections	0521	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from Corrections Officer (C1.9) to Commissioned Corrections Officer (C2.1). No fiscal impact to position budget.	2/25/2022
570-Corrections	0365	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from Corrections Officer (C1.10) to Commissioned Corrections Officer (C2.1). No fiscal impact to position budget.	2/25/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
570-Corrections	0536	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from Corrections Officer (C1.8) to Commissioned Corrections Officer (C2.1). No fiscal impact to position budget.	2/25/2022
570-Corrections	0537	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from Corrections Officer (C1.9) to Commissioned Corrections Officer (C2.1). No fiscal impact to position budget.	2/25/2022
570-Corrections	0460	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from Corrections Officer (C1.9) to Commissioned Corrections Officer (C2.1). No fiscal impact to position budget.	2/25/2022
570-Corrections	0335	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from CO Administrative Specialist (B.17) to CO Inventory Coordinator I (B.21) . No fiscal impact to position budget.	2/25/2022
560 Sheriff's Office	1422	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title and Grade change only, from Training Coordinator (B23) to CIT Coordinator (B23). No fiscal impact to position budget.	2/25/2022

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
560 Sheriff's Office	1817	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Reclass: Title change only, from Crime Analyst to Training Office Administrator. No fiscal impact to position budget.	2/25/2022

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **8.**

Meeting Date: 02/22/2022

Salary Study 4B Title and Grade Changes

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on position changes from cycle 4B of the salary study.

Background

Recommendations from cycle 4B were approved on February 15, 2022. Corresponding line item transfers on February 22, 2022 agenda with effective date of March 4, 2022 (first pay date of March 25, 2022 for any fiscal impacts). Attached are the details that we will process in Oracle for those approved changes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Study 4B Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	02/16/2022 03:42 PM
County Judge Exec Asst.	Becky Pruitt	02/16/2022 03:55 PM
Form Started By: Kaylan Diederich		Started On: 02/16/2022 01:53 PM
Final Approval Date: 02/16/2022		

Budget Code	Department	PCN	EE ID	Current Annual Salary	*NEW Annual Salary	Current Position Budget	*NEW Position Budget	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
436	26th District	11	12701	$77,158.90	N/A	$77,158.71	N/A	N/A	N/A	Title/Grade change: Court Admin IV (B.28) to Senior Court Admin (B.32)	3/4/2022
436	26th District	98	13332	$129,355.28	N/A	$129,355.28	N/A	N/A	N/A	Title change: Dist Ct Rept 26 to District Court Reporter	3/4/2022
437	277th District	100	706	$85,174.70	N/A	$85,174.64	N/A	N/A	N/A	Title/Grade change: Court Admin IV (B.28) to Senior Court Admin (B.32)	3/4/2022
437	277th District	101	10798	$129,355.28	N/A	$129,355.28	N/A	N/A	N/A	Title change: Dist Ct Rept 277 to District Court Reporter	3/4/2022
438	368th District	103	12953	$77,870.26	N/A	$77,870.26	N/A	N/A	N/A	Title/Grade change: Court Admin IV (B.28) to Senior Court Admin (B.32)	3/4/2022
438	368th District	104	12951	$129,355.28	N/A	$129,355.28	N/A	N/A	N/A	Title change: Dist Ct Rept 368 to District Court Reporter	3/4/2022
439	395th District	106	13016	$50,187.28	$63,021.37	$50,187.44	$63,021.37	N/A	$12,833.93	Title/Grade change: Court Admin II (B.24) to Court Admin (B.30)	3/4/2022
439	395th District	107	13832	$129,355.28	N/A	$129,355.28	N/A	N/A	N/A	Title change: Dist Ct Rept 395 to District Court Reporter	3/4/2022
441	425th District	109	12743	$77,158.90	N/A	$77,158.71	N/A	N/A	N/A	Title/Grade change: Court Admin IV (B.28) to Senior Court Admin (B.32)	3/4/2022
441	425th District	111	14531	$129,355.28	N/A	$129,355.28	N/A	N/A	N/A	Title change: Dist Ct Rept 425 to District Court Reporter	3/4/2022
435	All District Courts	1968	11477	$42,370.31	$51,660.07	$42,370.29	$51,660.07	N/A	$9,289.78	Title/Grade change: Legal Assistant II (B.22) to Court Operations Admin (B.26)	3/4/2022
435	All District Courts	177	11194	$56,138.10	$57,073.26	$56,138.10	$57,073.26	N/A	$935.16	Title/Grade change: Office Admin District Cts (B.22) to Sr Court Operations Admin (B.28)	3/4/2022
426	County Court at Law 1	699	13657	$49,668.92	$54,625.82	$49,668.99	$54,625.82	N/A	$4,956.83	Title/Grade change: Office Spec Co Ct 1 (B.17) to Assistant Court Admin (B.26)	3/4/2022
426	County Court at Law 1	697	15661	$67,603.12	$69,570.60	$70,440.69	N/A	N/A	N/A	Title/Grade change: Court Admin IV (B.28) to Senior Court Admin (B.32)	3/4/2022
426	County Court at Law 1	698	15374	$94,449.95	$115,000.00	$94,449.95	$115,000.00	N/A	$20,550.05	Title/Grade change: Ct Reptr Co Ct 1 (B.34) to County Court Reporter (EX)	3/4/2022
427	County Court at Law 2	703	10387	$49,668.92	$54,625.82	$49,668.99	$54,625.82	N/A	$4,956.83	Title/Grade change: Office Spec Co Ct 2 (B.17) to Assistant Court Admin (B.26)	3/4/2022
427	County Court at Law 2	701	13860	$69,038.06	$69,570.60	$69,038.09	$69,570.60	N/A	$532.51	Title/Grade change: Court Admin IV (B.28) to Senior Court Admin (B.32)	3/4/2022
427	County Court at Law 2	702	3763	$112,154.64	$115,000.00	$112,150.10	$115,000.00	N/A	$2,849.90	Title/Grade change: Ct Reptr Co Ct 2 (B.34) to County Court Reporter (EX)	3/4/2022
428	County Court at Law 3	707	13219	$42,908.28	$51,660.07	$42,908.28	$51,660.07	N/A	$8,751.79	Title/Grade change: Office Spec Co Ct 3 (B.17) to Assistant Court Admin (B.26)	3/4/2022
428	County Court at Law 3	705	13204	$56,399.72	$69,570.60	$56,399.64	$69,570.60	N/A	$13,170.96	Title/Grade change: Court Admin III (B.26) to Senior Court Admin (B.32)	3/4/2022
428	County Court at Law 3	706	12172	$114,297.04	$115,000.00	$114,295.70	$115,000.00	N/A	$704.30	Title/Grade change: Ct Reptr Co Ct 3 (B.34) to County Court Reporter (EX)	3/4/2022
429	County Court at Law 4	709	10608	$85,609.68	N/A	$85,609.85	N/A	N/A	N/A	Title/Grade change: Court Admin IV (B.28) to Senior Court Admin (B.32)	3/4/2022
429	County Court at Law 4	710	11416	$115,154.00	N/A	$115,153.47	N/A	N/A	N/A	Title/Grade change: Ct Reptr Co Ct 4 (B.34) to County Court Reporter (EX)	3/4/2022
492	Elections	1804	15958	$31,505.28	$40,331.72	$31,505.28	$40,331.72	N/A	$8,826.44	Title/Grade change: Elections Clerk (B.14) to Operations Specialist (B.21)	3/4/2022
492	Elections	9954	14794	$26,722.47	N/A	$26,722.47	N/A	N/A	N/A	Grade change: B.14 to B.16	3/4/2022
492	Elections	9955	14530	$28,144.12	$29,240.50	$28,144.12	$29,240.50	N/A	$1,096.38	Title/Grade change: PT Elections Clerk (B.14) to PT Finance Assistant (B.21)	3/4/2022
492	Elections	9972	15710	$25,451.64	N/A	$25,451.64	N/A	N/A	N/A	Title/Grade change: PT Elections Worker (B.14) to PT Voter Registration Asst (B.17)	3/4/2022
492	Elections	763	13587	$42,172.27	N/A	$42,172.25	N/A	N/A	N/A	Title/Grade change: Adm Tech Elec (B.15) to Ballot By Mail Coordinator (B.21)	3/4/2022
492	Elections	764	15664	$34,944.62	$40,331.72	$36,279.42	$40,331.72	N/A	$4,052.30	Title/Grade change: Training Asst (B.15) to Training Specialist (B.21)	3/4/2022
492	Elections	772	15067	$37,106.37	N/A	$37,104.63	N/A	N/A	N/A	Title/Grade change: Office Spec Elections (B.17) to Sr Administrative Spec (B.18)	3/4/2022
492	Elections	768	15938	$40,003.10	$40,331.72	$40,479.95	N/A	N/A	N/A	Title/Grade change: Elect Recruit Coord (B.18) to Polling Coordinator (B.21)	3/4/2022
492	Elections	765	14374	$46,796.63	N/A	$46,796.64	N/A	N/A	N/A	Title/Grade change: Data Coord Elections (B.22) to Data Coordinator (B.21)	3/4/2022
492	Elections	769	15447	$51,224.78	N/A	$54,253.72	N/A	N/A	N/A	Title/Grade change: Elect Warehouse Super (B.23) to Operations Supervisor (B.24)	3/4/2022
492	Elections	773	13713	$50,517.79	N/A	$50,519.90	N/A	N/A	N/A	Title/Grade change: Train Coord Elections (B.23) to Field Supervisor (B.24)	3/4/2022
492	Elections	774	10177	$61,395.88	N/A	$61,395.92	N/A	N/A	N/A	Grade change: B.23 to B.24	3/4/2022
492	Elections	767	11959	$54,365.00	N/A	$54,365.00	N/A	N/A	N/A	Grade change: B.24 to B.26	3/4/2022
492	Elections	766	11546	$76,145.94	N/A	$76,146.08	N/A	N/A	N/A	Grade change: B.28 to B.33	3/4/2022
492	Elections	770	13442	$113,986.08	$116,000.00	$113,986.05	$116,000.00	N/A	$2,013.95	Market adjustment	3/4/2022
665	Extension Service	908	14501	$33,244.31	N/A	$33,244.31	N/A	N/A	N/A	Title/Grade change: Adm Tech 4H (B.15) to Administrative Specialist (B.17)	3/4/2022
665	Extension Service	909	15500	$33,571.41	N/A	$33,571.84	N/A	N/A	N/A	Title/Grade change: Adm Tech FCS (B.15) to Administrative Specialist (B.17)	3/4/2022
665	Extension Service	910	14368	$36,896.48	$40,586.12	$36,896.46	$40,586.12	N/A	$3,689.66	Title/Grade change: Adm Tech (B.15) to Sr Administrative Spec (B.18)	3/4/2022
882	Fleet Services	918	14044	$80,636.40	N/A	$80,636.39	N/A	N/A	N/A	Title Change: Director of Fleet Services to Fleet Services Division Director	3/4/2022
661	On-Site Sewage Facilities	1819	14468	$113,632.74	$124,996.00	$113,632.62	$124,996.00	N/A	$11,363.38	Title Change: Supervising Envir Engineer to Environmental Svc Div Director	3/4/2022
560	Sheriff's Office	1235	10846	$46,254.42	N/A	$50,429.00	N/A	N/A	N/A	Title/Grade change: Logistics Lead (B.20) to Inventory Coordinator I (B.21)	3/4/2022
560	Sheriff's Office	1376	15880	$48,718.18	N/A	$57,602.23	N/A	N/A	N/A	Grade change: B.22 to B.21	3/4/2022
560	Sheriff's Office	1935	13366	$43,217.72	N/A	$43,217.72	N/A	N/A	N/A	Grade change: B.22 to B.21	3/4/2022
560	Sheriff's Office	1731	14420	$50,254.88	$51,660.07	$50,254.86	$51,660.07	N/A	$1,405.21	Title/Grade change: Media/Evidence Tech CID (B.22) to Digital Evidence Coord (B.26)	3/4/2022
560	Sheriff's Office	1378	14707	$62,650.85	N/A	$62,650.84	N/A	N/A	N/A	Grade change: B.23 to B.25	3/4/2022
560	Sheriff's Office	1247	5401	$72,722.60	N/A	$72,722.61	N/A	N/A	N/A	Title Change: Cr Scene Spec to Crime Scene Specialist	3/4/2022
560	Sheriff's Office	1377	10979	$64,928.76	N/A	$72,260.15	N/A	N/A	N/A	Title Change: Cr Scene Spec to Crime Scene Specialist	3/4/2022
560	Sheriff's Office	1228	13428	$62,065.33	N/A	$62,067.43	N/A	N/A	N/A	Grade change: B.25 to B.26	3/4/2022
560	Sheriff's Office	1249	11520	$72,070.34	N/A	$72,073.58	N/A	N/A	N/A	Grade change: B.25 to B.26	3/4/2022
560	Sheriff's Office	1248	15881	$62,450.96	N/A	$78,237.35	N/A	N/A	N/A	Grade change: B.27 to B.29	3/4/2022
560	Sheriff's Office	1396	2325	$73,923.72	N/A	$73,923.71	N/A	N/A	N/A	Title change: Senior Analyst to Digital Forensic Analyst	3/4/2022
210	Unified Road Systems	1500	15994	$44,152.76	N/A	$48,608.22	N/A	N/A	N/A	Title change: Admin Tech III to Administrative Specialist III	3/4/2022
210	Unified Road Systems	1586	15895	$44,154.86	N/A	$44,152.76	N/A	N/A	N/A	Title change: Admin Tech III to Administrative Specialist III	3/4/2022
210	Unified Road Systems	1994	13496	$51,499.99	N/A	$51,500.00	N/A	N/A	N/A	Title change: Admin Tech IV to Administrative Specialist IV	3/4/2022
210	Unified Road Systems	1573	15737	$51,224.78	N/A	$51,223.41	N/A	N/A	N/A	Grade change: B.23 to B.24	3/4/2022
210	Unified Road Systems	1518	13133	$70,832.20	N/A	$70,832.20	N/A	N/A	N/A	Title/Grade change: Doc Control Spec II (B.26) to Office Administrator (B.25)	3/4/2022
210	Unified Road Systems	1622	15352	$60,551.36	N/A	$60,551.35	N/A	N/A	N/A	Title Change: Inspector II Co Engineer to Inspector II	3/4/2022
210	Unified Road Systems	1512	13247	$65,112.84	N/A	$65,112.86	N/A	N/A	N/A	Title/Grade change: Sr Office Admin II (B.26) to Sr Office Administrator (B.27)	3/4/2022
210	Unified Road Systems	1499	13461	$60,626.02	N/A	$63,446.42	N/A	N/A	N/A	Title change: Foreman I to Foreman	3/4/2022
210	Unified Road Systems	1600	2725	$67,802.02	N/A	$67,802.14	N/A	N/A	N/A	Title change: Foreman I to Foreman	3/4/2022
210	Unified Road Systems	1496	11669	$66,019.46	N/A	$66,019.40	N/A	N/A	N/A	Title change: Foreman R&B to Foreman	3/4/2022
210	Unified Road Systems	1503	11120	$68,130.66	N/A	$68,130.73	N/A	N/A	N/A	Title change: Foreman R&B to Foreman	3/4/2022
210	Unified Road Systems	1504	1772	$69,945.98	N/A	$69,945.88	N/A	N/A	N/A	Title change: Foreman R&B to Foreman	3/4/2022
210	Unified Road Systems	1505	3281	$68,222.70	N/A	$68,222.59	N/A	N/A	N/A	Title change: Foreman R&B to Foreman	3/4/2022
210	Unified Road Systems	1506	4802	$69,265.30	N/A	$69,265.40	N/A	N/A	N/A	Title change: Foreman R&B to Foreman	3/4/2022

Budget Code	Department	PCN	EE ID	Current Annual Salary	*NEW Annual Salary	Current Position Budget	*NEW Position Budget	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
210	Unified Road Systems	1507	3966	$63,633.44	N/A	$63,633.56	N/A	N/A	N/A	Title change: Foreman R&B to Foreman	3/4/2022
210	Unified Road Systems	1509	5839	$69,454.32	N/A	$69,454.20	N/A	N/A	N/A	Title change: Foreman R&B to Foreman	3/4/2022
210	Unified Road Systems	1603	2877	$79,405.30	N/A	$79,405.50	N/A	N/A	N/A	Title/Grade change: Safety Training Coord (B.27) to Safety Training Coord I (B.28)	3/4/2022
210	Unified Road Systems	1494	15437	$72,433.92	N/A	$72,434.10	N/A	N/A	N/A	Title change: Engineer Assistant to Engineer Associate I	3/4/2022
210	Unified Road Systems	1590	VACANT	N/A	N/A	$68,977.68	N/A	N/A	N/A	Title change: Engineer Assistant to Engineer Associate I	3/4/2022
210	Unified Road Systems	1608	15988	$68,977.48	N/A	$68,977.68	N/A	N/A	N/A	Title change: Engineer Assistant to Engineer Associate I	3/4/2022
210	Unified Road Systems	1605	13389	$75,840.96	N/A	$75,840.66	N/A	N/A	N/A	Grade change: B.29 to B.28	3/4/2022
210	Unified Road Systems	1607	12709	$68,977.74	N/A	$68,977.78	N/A	N/A	N/A	Title change: Sr Foreman R&B to Senior Foreman	3/4/2022
210	Unified Road Systems	1599	15233	$68,106.22	N/A	$68,106.13	N/A	N/A	N/A	Title change: Planner II to Planner III	3/4/2022
210	Unified Road Systems	1751	13134	$69,312.36	N/A	$69,312.39	N/A	N/A	N/A	Title change: Planner II to Planner III	3/4/2022
210	Unified Road Systems	1879	15236	$70,366.66	N/A	$70,366.61	N/A	N/A	N/A	Title change: Planner II to Planner III	3/4/2022
210	Unified Road Systems	1898	14376	$73,617.96	N/A	$73,618.02	N/A	N/A	N/A	Title change: Planner II to Planner III	3/4/2022
210	Unified Road Systems	1944	14841	$70,898.10	N/A	$70,898.30	N/A	N/A	N/A	Title change: Planner III to Senior Planner	3/4/2022
210	Unified Road Systems	1495	14653	$88,306.40	N/A	$88,306.51	N/A	N/A	N/A	Title change: Asst Director R&B to Director of Field Operations	3/4/2022
210	Unified Road Systems	1611	13399	$109,653.96	N/A	$109,653.80	N/A	N/A	N/A	Title change: Supervising Inspector II to Supervising Inspector	3/4/2022
210	Unified Road Systems	1498	14072	$118,784.64	N/A	$118,784.43	N/A	N/A	N/A	Title/Grade change: Senior Engineer I (B.38) to Sr Technical Engineer (B.40)	3/4/2022
210	Unified Road Systems	1501	14914	$105,140.36	N/A	$105,140.44	N/A	N/A	N/A	Title change: Senior Engineer I to Senior Engineer	3/4/2022
210	Unified Road Systems	1508	14130	$114,886.46	N/A	$114,886.51	N/A	N/A	N/A	Title change: Senior Engineer I to Senior Engineer	3/4/2022
215	Unified Road Systems	1606	12593	$120,895.36	$132,984.90	$30,223.84	$33,246.23	N/A	$3,022.39	Title/Grade change: Senior Engineer I (B.38) to Supervising Engineer (B.40) *Split*	3/4/2022
210	Unified Road Systems	1606	12593	$120,895.36	$132,984.90	$90,671.52	$99,738.68	N/A	$9,067.15	Title/Grade change: Senior Engineer I (B.38) to Supervising Engineer (B.40) *Split*	3/4/2022
210	Unified Road Systems	1609	14617	$115,561.16	N/A	$115,561.16	N/A	N/A	N/A	Title change: Senior Engineer I to Senior Engineer	3/4/2022
210	Unified Road Systems	1658	13001	$118,670.24	N/A	$118,670.13	N/A	N/A	N/A	Title change: Senior Engineer I to Senior Engineer	3/4/2022
210	Unified Road Systems	1943	13767	$131,651.26	$144,816.39	$131,651.23	$144,816.39	N/A	$13,165.16	Title/Grade change: Supervising Engineer (B.40) to Development Svc Div Dir (B.42)	3/4/2022
210	Unified Road Systems	1497	12130	$158,841.28	N/A	$158,841.24	N/A	N/A	N/A	Title/Grade change: County Engineer I (B.43) to County Engineer (B.44)	3/4/2022
405	Veteran Services	1612	14710	$46,583.68	N/A	$46,583.67	N/A	N/A	N/A	Title/Grade change: Asst Veterans Serv Ofcr I (B.22) to Asst Veterans Officer (B.23)	3/4/2022
405	Veteran Services	1613	12322	$46,500.00	N/A	$47,286.75	N/A	N/A	N/A	Title/Grade change: Asst Veterans Serv Ofcr I (B.22) to Asst Veterans Officer (B.23)	3/4/2022
405	Veteran Services	1615	12993	$70,967.00	N/A	$70,967.08	N/A	N/A	N/A	Title change: Dir of Veterans Svcs V to Veteran Services Officer	3/4/2022
405	Veteran Services	1709	15989	$46,500.00	N/A	$46,500.00	N/A	N/A	N/A	Title/Grade change: Asst Veterans Serv Ofcr I (B.22) to Asst Veterans Officer (B.23)	3/4/2022

*Amounts may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **9.**

Meeting Date: 02/22/2022

Salary Study 4B Line Item Transfer

Submitted By: Sarah Crain, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer (as attached) for various departments as related to Salary Study 4B.

Background

Please see attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Study 4B LIT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/16/2022 03:56 PM
Form Started By: Sarah Crain		Started On: 02/16/2022 01:54 PM
Final Approval Date: 02/16/2022		

entity	fund	dept	object	(TO) dr	(FROM) cr
01	0100	0439	001100	7,404.19	
01	0100	0439	002010	566.42	
01	0100	0439	002020	1,198.00	
01	0100	0435	001100	5,899.00	
01	0100	0435	002010	451.27	
01	0100	0435	002020	954.46	
01	0100	0426	001100	14,715.51	
01	0100	0426	002010	1,125.74	
01	0100	0426	002020	2,380.97	
01	0100	0427	001100	4,811.10	
01	0100	0427	002010	368.05	
01	0100	0427	002020	778.44	
01	0100	0428	001100	13,054.03	
01	0100	0428	002010	998.63	
01	0100	0428	002020	2,112.14	
01	0100	0492	001100	8,591.94	
01	0100	0492	001101	632.53	
01	0100	0492	002010	705.67	
01	0100	0492	002020	1,492.52	
01	0100	0665	001100	2,128.65	
01	0100	0665	002010	162.84	
01	0100	0665	002020	$ 344.42	
01	0100	0661	001100	6,555.80	
01	0100	0661	002010	501.52	
01	0100	0661	002020	1,060.73	
01	0100	0560	001100	810.70	
01	0100	0560	002010	62.02	
01	0100	0560	002020	$ 131.17	
01	0100	0215	001100	1,743.68	
01	0100	0215	002010	133.39	
01	0100	0215	002020	282.13	
01	0100	0409	004998		82,157.66

Commissioners Court - Regular Session **10.**

Meeting Date: 02/22/2022

Property Tax Collections – January 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 collections for the month of January 2022 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

010122-013122 GWI-RFM

010122-013122 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:13 AM
Form Started By: Renee Clark		Started On: 02/17/2022 09:36 AM
Final Approval Date: 02/17/2022		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
January 31, 2022

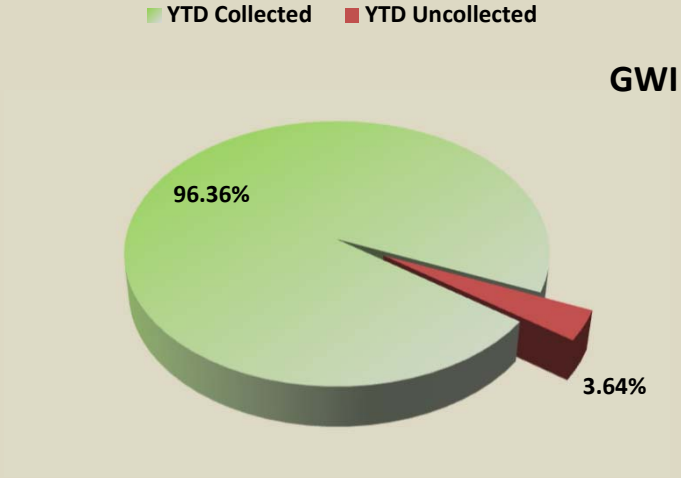
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2021	$338,165,485.42	($96,165.37)	$338,069,320.05	$114,670,110.66	$91.44	($3.90)	$12,290,634.84	$325,778,685.21	96.36%	96.36%	96.63%
2020 & Prior	$2,912,104.50	($141,161.28)	$2,770,943.22	$53,322.52	$24,304.00	$643.17	$2,521,215.70	$249,727.52	9.01%	12.12%	
Rollbacks	$303,027.71	$263,048.30	$566,076.01	$251,128.78	$0.00	$0.00	$0.00	$566,076.01	100.00%	100.00%	
Total All	$341,380,617.63	$25,721.65	$341,406,339.28	$114,974,561.96	$24,395.44	$639.27	$14,811,850.54	$326,594,488.74	95.66%	95.69%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2021	$34,120,490.65	$14,575.11	$34,135,065.76	$11,523,949.20	$9.64	($0.42)	$1,244,332.94	$32,890,732.82	96.35%	96.35%	96.61%
2020 & Prior	$264,578.33	($11,731.00)	$252,847.33	$5,211.54	$2,171.32	$54.86	$227,758.53	$25,088.80	9.92%	13.10%	
Rollbacks	$28,849.49	$25,065.92	$53,915.41	$23,889.97	$0.00	$0.00	$0.00	$53,915.41	100.00%	100.00%	
Total All	$34,413,918.47	$27,910.03	$34,441,828.50	$11,553,050.71	$2,180.96	$54.44	$1,472,091.47	$32,969,737.03	95.73%	95.75%	

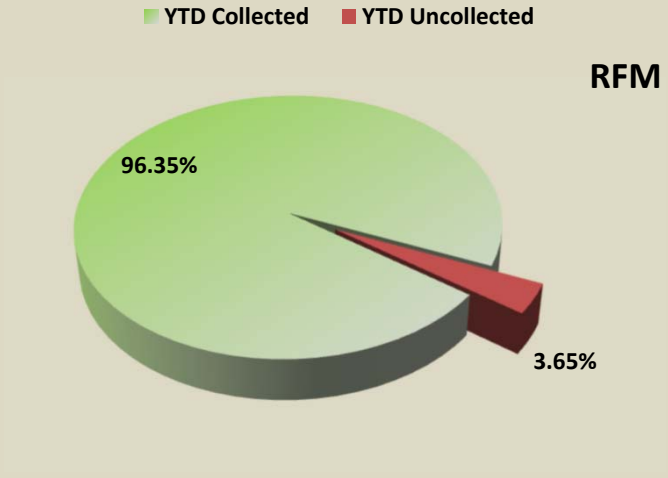
2021 COMBINED MONTHLY BREAKDOWN

Oct-21	$375,794,536.10	$47,590.91	$375,842,127.01	$13,224,298.30	$25,367.31	$503.32	$362,617,325.39	$13,224,801.62
Nov-21	$375,842,127.01	$253,452.94	$376,095,579.95	$18,249,853.40	$18,133.11	$8,781.58	$344,612,143.35	$31,483,436.60
Dec-21	$376,095,579.95	($95,829.26)	$375,999,750.69	$201,551,646.41	$24,278.10	$836.38	$142,963,831.30	$233,035,919.39
Jan-22	$375,999,750.69	($151,582.91)	$375,848,167.78	$126,527,612.67	$26,576.40	$693.71	$16,283,942.01	$359,564,225.77

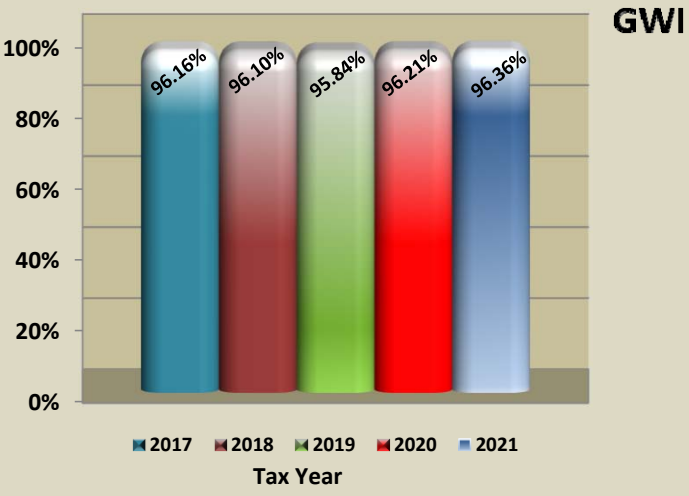
Year to Date Collection Report
Thru January 2022



Year to Date Collection Report
Thru January 2022



Percent of Roll Collected Comparison
2017-2021



Percent of Roll Collected Comparison
2017-2021

Commissioners Court - Regular Session **11.**

Meeting Date: 02/22/2022

County Attorney January 2022 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 January 2022 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

January report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 09:14 AM
Form Started By: Stephanie Lloyd		Started On: 02/17/2022 09:05 AM
Final Approval Date: 02/17/2022		

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 January, 2022.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 17th day of February, 2022, 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	25-Jan-2022	31006	2021-00058-JP	$ 386.00
		CO ATTY 2	28-Jan-2022	31020	2019-4524	$ 1,954.00
		CO ATTY 3	28-Jan-2022	31020	2020-0768 2020-1569	$ 120.00
207015 Total						**$ 2,460.00**
341300	0406	CO ATTY HC FEES	07-Jan-2022	30952	DEC 2021	$ 135.00
341300 Total						**$ 135.00**
351000	0364	CO ATTY INTERVENTION	04-Jan-2022	30934	2020-3869 2021-0236 2021-0878 2021-2257	$ 1,860.00
			06-Jan-2022	30943	2019-1199 2020-2446 2021-0554	$ 1,220.00
			13-Jan-2022	30970	2020-1327 2020-2427 2021-0418 2021-0803 2021-0815 2021-0827	$ 2,720.00
			18-Jan-2022	30978	2020-3698 2021-0609 2021-1688 2021-0924	$ 1,860.00
			19-Jan-2022	30985	2020-3108 2021-1778	$ 860.00
			21-Jan-2022	30994	2020-0255 2020-0768 2020-2104 2020-2878 2020-3086 2021-1110	$ 2,580.00
			25-Jan-2022	31006	2019-6174 2020-1801 2020-3167	$ 1,080.00
			26-Jan-2022	31011	2020-3409 2021-0021 2021-0313	$ 1,500.00
			28-Jan-2022	31020	2020-1569 2021-1035 2021-1174 2021-1524 2021-1870 2021-1983	$ 2,580.00
			31-Jan-2022	31024	REC 2021-0382	$ 500.00
		CO ATTY INTERVENTION 1	10-Jan-2022	30957	2020-0185 2020-2065 2020-3182 2020-3225 2021-0891	$ 2,220.00
		CO ATTY INTERVENTION 2	10-Jan-2022	30957	2020-3305 2021-1802 2021-2254	$ 2,220.00
		CO ATTY INTERVENTION 3	10-Jan-2022	30957	2019-6231 2020-3512 2021-1185	$ 1,220.00
351000 Total						**$ 22,420.00**
352200	0100	CO ATTY	07-Jan-2022	30952	21-0980-CC3/JAQWAN BRUCE BOWSER	$ 500.00
					21-1534-CC3/RONALD WILLIAM STRINGER	$ 250.00
			19-Jan-2022	30985	21-1533-CC3/JOSEPH GOMEZ, 21-1535-CC3 JOSEPH GOMEZ	$ 300.00
					21-1570-CC1/DANIEL FREEMAN ANGELETTA	$ 1,600.00
					21-1758-CC3/LINDA JOYCE HUEY	$ 200.00
		CO ATTY 1	28-Jan-2022	31020	21-1277-CC3/JOSEPH GOMEZ 21-1555-CC1/PRESTON LLORD HOLMES 21-1632-CC1/JAIME MIJAREZ, JR 21-1297-CC1/PAIGE SHELBY YSAIS	$ 7,850.00
352200 Total						**$ 10,700.00**
370500	0100	CO ATTY 2	13-Jan-2022	30970	2021-987-PIA	$ 45.00
370500 Total						**$ 45.00**
Grand Total						**$ 35,760.00**

Criminal Restitution January 2022

Date	Payor	Amount	Case #	Deposit Date
1/24/2022	Lawrence M Tupy, Jr.	$ 386.00	2021-00058-JP	1/25/2022
		$ 386.00		
Date	Payor	Amount	Case #	Deposit Date
1/26/2022	Andy Castaneda	$ 1,954.00	2019-4524	1/26/2022
		$ 1,954.00		
Date	Payor	Amount	Case #	Deposit Date
1/25/2022	Brent James Evans	$ 60.00	2020-0768	1/27/2022
1/26/2022	Pablo Villalobos-Salgado	$ 60.00	2020-1569	1/27/2022
		$ 120.00		

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **12/01/2021 - 12/31/2021** **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	135.00	0.00	0.00	0.00	135.00

	(+) Collection Amount	**(+) Previous Escrow**	**(-) Escrow Deductions**	**(-) Escrow Held**	**Disbursement Amount**
Disbursement Summary Totals	135.00	0.00	0.00	0.00	135.00

Disbursement Detail

Check ID Number	**Defendant**	**Code**	**(+) Collection Amount**	**(+) Previous Escrow**	**(-) Escrow Deductions**	**(-) Escrow Held**	**Disbursement Amount**
20-00079	Wood, Rebecca A (PID #: 1702177)	CHKFEE	15.00	0.00	0.00	0.00	15.00
21-00044	Butler, Jackay M (PID #: 1782204)	CHKFEE	15.00	0.00	0.00	0.00	15.00
21-00055	Olvera, Erick (PID #: 1789204)	CHKFEE	75.00	0.00	0.00	0.00	75.00
21-00056	Olvera, Erick (PID #: 1789204)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			**135.00**	**0.00**	**0.00**	**0.00**	**135.00**

PTI Fees January 2022

date	payor	amount	control #	deposit date
12/16/2021	Andrew Blaque Hall	$ 360.00	2019-6231	12/17/2021
12/16/2021	Shelia Marie Keefer	$ 360.00	2020-3512	12/17/2021
12/16/2021	Victoria Louise Mae Brown	$ 500.00	2021-1185	12/17/2021
		$ 1,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
12/29/2022	Saifeel Hasanali Momin	$ 500.00	2020-3869	1/3/2022
12/29/2022	Jasmine Alexandria Cervantes	$ 500.00	2021-0236	1/3/2022
12/29/2022	Kristiana Joy Elliott	$ 360.00	2021-2257	1/3/2022
12/30/2022	Gillom WalkerThompson	$ 500.00	2021-0878	1/3/2022
		$ 1,860.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/3/2022	Martin Rivera Sanchez	$ 360.00	2020-2446	1/5/2022
1/4/2022	Alejanadro Verdin-Rocha	$ 500.00	2019-1199	1/5/2022
1/4/2022	Jorge Vega-Vega	$ 360.00	2021-0554	1/5/2022
		$ 1,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/5/2022	Tanisha Rae Bell	$ 360.00	2020-0185	1/7/2022
1/5/2022	James Wilburn Richards, III	$ 360.00	2020-3182	1/7/2022
1/5/2022	Daltyn Joshua Grace	$ 500.00	2020-3225	1/7/2022
1/6/2022	Alexis Carpio-Palacios	$ 500.00	2020-2065	1/7/2022
1/6/2022	Jason Simank	$ 500.00	2021-0891	1/7/2022
		$ 2,220.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/7/2022	Nathaniel Alexander Zamora	$ 500.00	2020-3305	1/10/2022
1/7/2022	Joshua James Vega	$ 360.00	2021-2254	1/10/2022
1/8/2022	Elias Castillo	$ 500.00	2021-1802	1/10/2022
		$ 1,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/10/2022	David Lee Ralph	$ 500.00	2020-1327	1/12/2022
1/10/2022	Taylor Nicole Wingard	$ 500.00	2021-0803	1/12/2022
1/10/2022	Thomas Kyle Thompson	$ 360.00	2021-0815	1/12/2022
1/11/2022	Miguel Saldana-Ruiz	$ 500.00	2020-2427	1/12/2022
1/11/2022	Trevon Wayne Monks	$ 360.00	2021-0418	1/12/2022
1/11/2022	Jared O'Neil Carnes	$ 500.00	2021-0827	1/12/2022
		$ 2,720.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/12/2022	Ryan Scott Sebek	$ 500.00	2020-3698	1/14/2022
1/12/2022	Andrew David Salmon	$ 500.00	2021-1688	1/14/2022
1/13/2022	Jennifer Ann Lucas	$ 360.00	2021-0609	1/14/2022
1/13/2022	Edgar Alejandro Gonzalez	$ 500.00	2021-0924	1/14/2022

		$ 1,860.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/17/2022	Felipe Dejesus Bonola	$ 500.00	2020-3108	1/19/2022
1/18/2022	Zacharaiah Asher Cavin	$ 360.00	2021-1778	1/19/2022
		$ 860.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/19/2022	Peyton Kelly Hill	$ 360.00	2020-0255	1/21/2022
1/19/2022	Shawna Corin Price	$ 500.00	2020-2104	1/21/2022
1/19/2022	Justin Craig Lawhorn	$ 360.00	2020-3086	1/21/2022
1/19/2022	Sebastian Cortez Luna	$ 500.00	2021-1110	1/21/2022
1/20/2022	Brent James Evans	$ 500.00	2020-0768	1/21/2022
1/20/2022	Maria Antonietta Elliot	$ 360.00	2020-2878	1/21/2022
		$ 2,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/21/2022	Jose Carlos Martinez	$ 360.00	2019-6174	1/24/2022
1/21/2022	Edith Marin	$ 360.00	2020-1801	1/24/2022
1/23/2022	Christy Gail Fisher	$ 360.00	2020-3167	1/24/2022
		$ 1,080.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/24/2022	Valerie Lynn Carrizal	$ 500.00	2020-3409	1/26/2022
1/25/2022	Angelica Maria DonJuan	$ 500.00	2021-0021	1/26/2022
1/25/2022	Joseph Berkel	$ 500.00	2021-0313	1/26/2022
		$ 1,500.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/26/2022	Pablo Villalobos-Salgado	$ 500.00	2020-1569	1/28/2022
1/26/2022	Anastacia Alvizo Gonzalez	$ 360.00	2021-1035	1/28/2022
1/26/2022	Ivaniel Gamez	$ 360.00	2021-1174	1/28/2022
1/26/2022	Kathryn Lee Drozd	$ 500.00	2021-1524	1/28/2022
1/26/2022	Miguel Angel Mendoza	$ 360.00	2021-1983	1/28/2022
1/27/2022	Sara Ashley Millar	$ 500.00	2021-1870	1/28/2022
		$ 2,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
1/28/2022	Edwin Keith Holmstrom	$ 500.00	2021-0382	1/31/2022
		$ 500.00		

PIA Fee January 2022

date	payor	amount	PIA #	deposit date	deposit total	Month Total
1/12/2022	Laura Pressley	$ 45.00	2021-987-PIA	1/13/2022	$ 45.00	$ 45.00

Commissioners Court - Regular Session **12.**

Meeting Date: 02/22/2022

Dana Property Listing Ag Amd

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Amendment to Residential Real Estate Listing Agreement between Williamson County, Texas and Baker Realty relating to the residential real estate located 106 Dana Drive, Hutto, Texas 78634; and authorize the Williamson County Judge to execute any documents necessary to sell and covey the property in accordance with the terms of the Listing Agreement (Texas Local Government Code Section 263.008).

Background

Baker Realty had to obtain inspections and preparation services in order to market the property. Such services caused a delay in being able to place the property in the Multiple Listing Services (MLS). The property must be listed in the MLS for at least 30 days pursuant to Texas Local Government Code Section 263.008. Due to those facts, Baker Realty would like to change the end date of the listing agreement from March 22, 2022 to May 31, 2022 and increase the listing price pursuant to this amendment. The original Listing Agreement was approved by the Commissioners Court on December 21, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment to Listing Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/14/2022 12:27 PM
Form Started By: Hal Hawes		Started On: 02/14/2022 12:17 PM
Final Approval Date: 02/14/2022		

Authentisign ID: C5E19912-B88D-EC11-A507-501AC5E43BFD

TEXAS REALTORS

AMENDMENT TO LISTING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

106 Dana Dr Hutto TX 78634

"Owner" means the seller or landlord of the above-referenced Property.

Effective 02/17/2022, Owner and Broker amend the above-referenced Listing as follows:

❑ A. The Listing Price in Paragraph 3 of the Listing is changed to: $ 350,000.00.

❑ B. The date the Listing ends in Paragraph 4 of the Listing is changed to: 05/31/2022.

❑ C. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: ❑ (1) receipt of further instructions from Owner; or ❑ (2) _____.
The Listing is not terminated and remains in effect for all other purposes.

❑ D. Paragraph(s) _____ are changed as follows:

Baker Realty	9006190		
Broker's (Company's) Printed Name	License No.	Seller or Landlord Williamson County	Date
By: Matthew R Baker	02/14/2022		
Broker's Associate's Signature	Date	Seller or Landlord	Date
Matthew R Baker			

This copyright protected form was produced using Lone Wolf Real Estate Technologies – 231 Shearson Crescent #310, Cambridge, Ontario, Canada N1T 1J3. This form presented by Mr. Matthew R Baker | Baker Realty | (512) 496-3736 | Matt@BakerRealtyTx.com | InstanetFORMS

Commissioners Court - Regular Session **13.**

Meeting Date: 02/22/2022

Team Rubicon Fire Mitigation Project at Twin Springs Preserve

Submitted By: Shantelle Brannon, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on the approval of Team Rubicon performing a fire mitigation project at Twin Springs Preserve on February 25th to the 27th.

Background

Team Rubicon, Inc. is a 5013(c) organization that is volunteering to mitigate the fire potential for Twin Springs Preserve. Team Rubicon will conduct a Fire Mitigation project and Basic Chainsaw Operations (known in Team Rubicon as “Sawyer 1”) at the Twin Springs Preserve in Williamson County from 0730 to 1700 hours each day from February 25-27, 2022. The mitigation work will consist of approximately 15 volunteers, complete with Command and General Staff, to mitigate the two identified 300’ fuel sources using two chippers provided by the William County Parks Department. There's no cost to Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Twin Springs CAD map

Release Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/15/2022 03:30 PM
Form Started By: Shantelle Brannon		Started On: 02/15/2022 09:09 AM
Final Approval Date: 02/15/2022		

Legend

- County Boundary
- Subdivision
- Tax Parcel

Enter Map Title...

Web Print: 02/11/2022

0 752 1,505 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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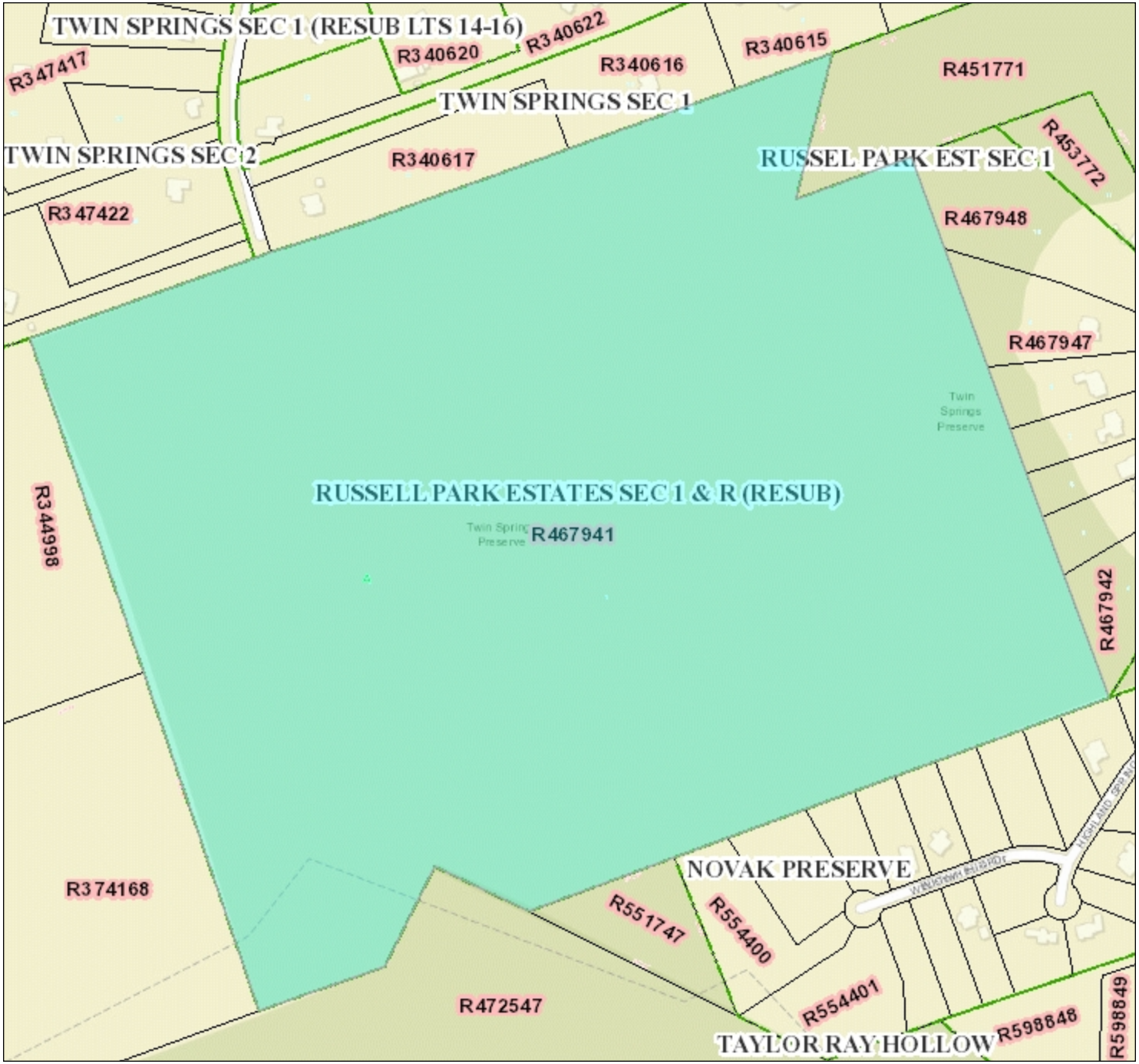

PIN: R467941
STATEDAREA: 145.023
Owner: WILLIAMSON COUNTY
SiteAddress: 530 TWIN SPRINGS RD, GEORGETOWN, TX 78633
Abstract: S8932 - RUSSELL PARK ESTATES SEC 1 & 2 (RESUB)
Entities: CAD,GWI,RFM,SGT,F08
Book: 0
Page: 0
InstrumentNumber: 0
Shape.STArea(): 6369957.81406411
MapName: 1-0915
Shape.STLength(): 10864.95103634

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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USE, LIABILITY AND INDEMNITY AGREEMENT

I. PARTIES

This document constitutes an agreement ("Agreement") between Williamson County ("County") and the entity named herein below ("User") relating to the User's use of County's real property, as more fully described herein below.

II. PURPOSE

County owns property known as the Twin Springs Preserve being located near adjacent residential subdivisions. The Twin Springs Preserve contains environmentally sensitive features. County needs to maintain fuel breaks within the Twin Springs Preserve, which adjoins residential spaces in order to remove dead fuels (hereinafter referred to as the "Project").

User is need of training and certifying individuals in the use of a chainsaws. In consideration for allowing User to use the County's Twin Springs Preserve for purposes of chainsaw training, User has agreed to perform the Project; and the County hereby agrees to permit User to use the Twin Springs Preserve for said limited purpose.

III. LIABILITY AND INDEMNIFICATION

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

USER SHALL CONDUCT ITS ACTIVITIES UPON THE COUNTY'S TWIN SPRINGS PRESERVE SO AS NOT TO ENDANGER ANY PERSON THEREON. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW USER TO USE THE COUNTY'S PROPERTY, USER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LITIGATION EXPENSES) TO WHICH ANY OF THE INDEMNIFIED PERSONS MAY BECOME SUBJECT BY REASON OF, OR IN ANY WAY RELATED TO, (A) THE USE OF THE COUNTY'S TWIN SPRINGS PRESERVE BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS OR BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS, (B) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE USER OR ITS AGENTS, CONTRACTORS,

EMPLOYEES, OR GUESTS. THE INDEMNIFIED PERSONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE USER HEREBY RELEASES AND FOREVER DISCHARGES THE INDEMNIFIED PERSONS FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS IN, ON OR AROUND THE COUNTY'S TWIN SPRINGS PRESERVE OR OTHER PORTION OF THE COUNTY'S PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THEFT AND VANDALISM. IN NO EVENT SHALL ANY INDEMNIFIED PERSONS BE LIABLE TO USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, , OR GUESTS FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY INDEMNIFIED PERSON.

User shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the User's use of the County's Twin Springs Preserve. User shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to User and/or its agents, contractors, employees, or guests, all other persons in, on or around the County's Twin Springs Preserve and all property in, on or around the County's Twin Springs Preserve, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. User hereby agrees to obtain insurance with coverage limits acceptable to County and name County as an Additional Insured.

The terms of this Liability and Indemnification provision shall survive any termination of this Agreement.

IV. TERM OF AGREEMENT

The User shall be allowed to use the County's Twin Springs Preserve from 6**:00 a.m. on February 25, 2022, until 6:00 p.m. on February 27, 2022**

EXECUTED BY THE PARTIES TO BE EFFECTIVE AS OF THE DATE OF THE LAST PARTY'S EXECUTION BELOW:

County:

Williamson County
710 Main Street, Suite 101
Georgetown, TX 78626

Date: _____ _____, 20___

By: _____
Bill Gravell, Jr.
Williamson County Judge

User:

Team Rubicon, Inc.
214 Main St
Suite 354
El Segundo, CA 90245

Date: February 14, 2022

By: _____

Printed Name: Dennis Clancey

Official Capacity: Director

Commissioners Court - Regular Session **14.**

Meeting Date: 02/22/2022

Approval of Cancelation of New Copier Lease with SHARP Electronics for County Court at Law 4

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on canceling the new lease agreement for Williamson County Court at Law #4 with SHARP Electronics, that was approved in Commissioner's Court on 12.21.21 under agenda item #22.

Background

Cancelation of this new lease agreement with SHARP is due to the supplier not being able to deliver the new copier by the approved date because of supply shortage. At this time, Williamson County is moving into the direction of standardizing copy machines. The existing lease on the current machine will be carried out month-to-month until a new contract is awarded. Department Contact: Sharrion Threadgill.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/17/2022 06:35 AM
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:24 AM
Form Started By: Mary Watson		Started On: 02/11/2022 12:03 PM
Final Approval Date: 02/17/2022		

Commissioners Court - Regular Session **15.**

Meeting Date: 02/22/2022

Dell Release Agreement

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a Customer Engagement License and Release Agreement with Dell Technologies.

Background

This agreement allows for Williamson County's efforts around technology and innovation in government to be featured by Dell Technologies through an interview and article as well as an interactive exhibit. The goal of this effort is to highlight the County's efficient use of technology to better serve the public and reduce costs. There is no cost to the County, and information will be approved by departments and the Public Information Office before release.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dell Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:33 AM
Form Started By: Richard Semple		Started On: 02/09/2022 10:55 AM
Final Approval Date: 02/17/2022		

Customer Collaboration License and Release Agreement

This Customer Collaboration License and Release Agreement ("**Release**") authorizes Dell Marketing, L.P. ("**Dell**"), to feature company identified below ("**Customer**" or "You") in Dell Marketing activities described below. This Release extends to all Dell Technologies entities. Dell Technologies thanks you for your willingness to be a reference customer. Your agreement to participate in these activities does not obligate Dell to create them. You retain right to approve materials created hereunder and to instruct Dell to discontinue use of such materials at any time, as described below. The term of this Release is two (2) years from the date of publication of any of these activities. The parties agree as follows:

Customer is willing to participate in the activities selected below:

- ☐ **Company Quote/Logo –** a brief written, public statement and approved brand use in externally facing sales presentations, Dell-managed web properties to describe your innovation, experience and/or expectations of using Dell solutions.
- ☐ **Peer to Peer Reference** – opportunities to tell your innovation story to other customers considering an APEX solution
- ☐ **Written Reference**– an external document/story/profile describing your experience with the use of Dell solutions and corresponding social amplification.
- ☐ **Video Reference** – an external video describing your experience using Dell solutions; to include use of audio or visual recordings.
- ☐ **Media** – opportunities to tell your innovation story with press through news releases, media interviews or blogs.
- ☐ **Industry Analysts –** participation in signature analyst reports, analyst inquires or briefings to share your story and perspective.
- ☐ **Event Participation** – speak at Dell events or with other prospective Dell customers about your experience using Dell solutions.

The following terms apply to all activities described and selected in Section 1:

a. Dell may interview and record (audio and/or video) Customer's employees, contractors, partners and/or end-users for the purpose of creating marketing materials aligned with the activities selected by Customer in Section 1 (the "Dell Material(s)"). Customer agrees to obtain sufficient permissions from any of its employees or contractors whose quotes, names, or pictures appear in Dell Materials.

b. Customer grants Dell a perpetual, non-exclusive, worldwide, royalty-free license to use, display, and distribute, solely in the Dell Materials approved by customer, in any media: (a) Company's trademarks, and trade names ("Customer Marks") and (b) names, titles, images/likenesses of and quotes from Company's employees and/or contractors.

c. Prior to the first public release of any Dell Material, Dell will obtain Customer's written approval of the final content. Customer agrees to provide Dell with its written approval or comments in a timely manner.

d. Except for Customer Marks, Dell shall own the Dell Materials. Dell may grant Customer a license to use and distribute Dell Materials for Customer marketing. Customer agrees not use or alter Dell Materials without Dell's prior written approval.

e. Each party represents and warrants that it has the full right and authority to enter into this Release and extend the rights necessary to grant the licenses herein.

f. Both parties agree to stop using Dell Materials or modify use of the Dell Materials upon written request from the other party.

g. Any personal data Customer provides while engaging in the activities will be used by Dell and/or its agents in accordance with the Dell Privacy Policy.

To the extent authorized by law, each party agrees to release the other party and its agents and assigns from any claims relating to any use of the Dell Materials, provided such use was in accordance with the rights granted under this Release.

This Release shall be governed by the law of the state of Texas. It represents the entire agreement between the parties on this subject and shall not be modified except in a written agreement signed by both parties.

Company Name: Williamson County, Texas

Signature: _____

Name: Bill Gravell, Jr.

Title: County Judge

Date: _____

Dell Technologies
Dell Marketing, L.P.

Denise Emmitte
Vice President, Marketing Communications

Commissioners Court - Regular Session **16.**

Meeting Date: 02/22/2022

Approval of Agreement Renewal for Palo Alto Technology with Presidio Networked Solutions Group LLC 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 renewal between Williamson County and Presidio Networked Solutions Group, LLC in the total amount of $64,990.30, pursuant to the DIR-TSO 4315 contract, and authorizing the execution of the renewal agreement.

Background

Renewal of the Palo Alto agreement will provide premium support for firewall maintenance, threat prevention, advanced URL filtering, and global protection. System support will run through 4/5/2023. Funding source 01.0100.0503.004500. Department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Presidio Palo Alto Redacted Quote for IT

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/17/2022 09:52 AM
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:12 AM
Form Started By: Mary Watson		Started On: 02/15/2022 04:15 PM
Final Approval Date: 02/17/2022		

PRESIDIO™

QUOTE: [redacted]
DATE: 01/13/2022
PAGE: 1 of 4

TO:
[redacted]
301 SE Inner Loop Suite 106
Georgetown, TX 78626

[redacted]
(p) [redacted]

FROM:
Presidio Networked Solutions Group, LLC
Stephen Jolley
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

sjolley@presidio.com
(p) 8133213967

BILL TO:
Williamson County

301 SE Inner Loop- Suite 105
Info Technology Srvs
Georgetown, TX 78626

SHIP TO:
Williamson County

710 S Main St
Georgetown, TX 78626

Customer#: [redacted]
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: Williamson County - Palo Alto Renewal 2022

Contract Vehicle: Texas [redacted] immixTechnology

#	Part #	Description	List Price	Unit Price	Qty	Ext List Price	Ext Price
1	PAN-SVC-PREM-220-R	Premium support renewal, PA-220 **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Comments:** **Serial #s:** [redacted]	$224.96	$204.33	2	$449.92	$408.66
2	PAN-PA-220-TP-HA2-R	Threat prevention subscription for device in an HA pair renewal, PA-220 **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Comments:** **Serial #s:** [redacted]	$193.46	$141.23	2	$386.92	$282.46
3	PAN-PA-220-ADVURL-HA2-R	Subscription Advanced URL Filtering, 1-year, PA-220, HA Pair Renewal **Comments:** 03/10/2022 to 04/05/2023 Serials [redacted]	$342.79	$250.24	2	$685.58	$500.48
4	PAN-PA-220-WF-HA2-R	WildFire subscription renewal for device in HA pair, PA-220 **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$193.46	$141.23	1	$193.46	$141.23
5	PAN-PA-220-WF-HA2	WildFire subscription year 1 for device in HA pair, PA-220 **Comments:** Net New **Serial #s:** [redacted]	$180.60	$131.84	1	$180.60	$131.84
6	PAN-SVC-PREM-3220-R	Premium support renewal, PA-3220 **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Comments:** **Serial #s:** [redacted]	$3,920.71	$3,561.06	2	$7,841.42	$7,122.12

7	PAN-PA-3220-TP-HA2-R	Threat prevention subscription for device in an HA pair renewal, PA-3220 **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$3,381.03	$2,468.15	2	$6,762.06	$4,936.30
8	PAN-PA-3220-ADVURL-HA2-R	Subscription Advanced URL Filtering, 1-year, PA-3220, HA Pair Renewal **Comments:** 03/10/2022 to 04/05/2023 Serials [redacted]	$5,891.78	$4,301.00	2	$11,783.56	$8,602.00
9	PAN-PA-3220-WF-HA2-R	WildFire subscription for device in an HA pair renewal, PA-3220 **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$3,381.03	$2,468.15	2	$6,762.06	$4,936.30
10	PAN-PA-3220-GP-HA2-R	GlobalProtect subscription for device in an HA pair renewal, PA-3220 **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$3,381.03	$2,468.15	2	$6,762.06	$4,936.30
11	PAN-PA-3220-DNS-HA2-R	DNS Security subscription for device in an HA pair renewal, PA-3220 **Comments:** 03/10/2022 to 04/05/2023 Serials [redacted]	$3,381.03	$2,468.15	2	$6,762.06	$4,936.30
12	PAN-SVC-PREM-820-R	Premium support year 1 renewal, PA-820 **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Comments:** **Serial #s:** [redacted]	$985.53	$895.13	2	$1,971.06	$1,790.26
13	PAN-PA-820-TP-HA2-R	Threat prevention subscription renewal for devices in HA pair, PA-820 **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$847.56	$618.72	2	$1,695.12	$1,237.44
14	PAN-PA-820-ADVURL-HA2-R	Subscription Advanced URL Filtering, 1-year, PA-820, HA Pair Renewal **Comments:** 03/10/2022 to 04/05/2023 Serials [redacted]	$1,478.30	$1,079.16	2	$2,956.60	$2,158.32
15	PAN-PA-820-WF-HA2-R	WildFire subscription renewal for devices in HA pair, PA-820 **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$847.56	$618.72	2	$1,695.12	$1,237.44
16	PAN-PA-820-GP-HA2-R	GlobalProtect subscription renewal for devices in HA pair, PA-820 **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$847.56	$618.72	2	$1,695.12	$1,237.44

17	PAN-PA-820-DNS-HA2-R	DNS Security subscription renewal for devices in HA pair, PA-820 **Comments:** 03/10/2022 to 04/05/2023 Serials [redacted]	$847.56	$618.72	2	$1,695.12	$1,237.44
18	PAN-SVC-PREM-PRA-25-R	Premium support renewal, Panorama 25 devices **Start Date:** 03/10/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$2,078.19	$1,887.56	1	$2,078.19	$1,887.56
19	PAN-SVC-PREM-850-R	Premium support year 1 renewal, PA-850 **Start Date:** 02/06/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$2,248.27	$2,050.54	2	$4,496.54	$4,101.08
20	PAN-PA-850-TP-R	Threat prevention subscription renewal year 1, PA-850 **Start Date:** 04/05/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$1,849.00	$1,349.77	2	$3,698.00	$2,699.54
21	PAN-PA-850-ADVURL-R	Subscription Advanced URL Filtering, 1-year, Renewal, PA-850 **Comments:** 04/05/2022 to 04/05/2023 Serials [redacted]	$3,230.00	$2,357.90	2	$6,460.00	$4,715.80
22	PAN-PA-850-WF-R	WildFire subscription renewal year 1, PA-850 **Start Date:** 04/05/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$1,849.00	$1,349.77	2	$3,698.00	$2,699.54
23	PAN-PA-850-DNS-R	DNS Security subscription renewal year 1, PA-850 **Comments:** 04/05/2022 to 04/05/2023 Serials [redacted]	$1,849.00	$1,349.77	2	$3,698.00	$2,699.54
24	PAN-SVC-PREM-220-R	Premium support renewal, PA-220 **Start Date:** 06/03/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$176.05	$160.27	1	$176.05	$160.27
25	PAN-PA-220-WF-R	WildFire subscription renewal, PA-220 **Start Date:** 08/02/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$133.31	$97.32	1	$133.31	$97.32
26	PAN-PA-220-TP-R	Threat prevention subscription renewal, PA-220 **Start Date:** 08/02/2022 **End Date:** 04/05/2023 **Serial #s:** [redacted]	$133.31	$97.32	1	$133.31	$97.32

Total List Price:	**$84,849.24**
Sub Total:	**$64,990.30**
Grand Total:	**$64,990.30**

PRESIDIO™

QUOTE: [redacted]
DATE: 01/13/2022

This quote is governed by Terms and Conditions of Texas [redacted] Contract.
State of Texas Vendor D 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

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

Pursuant to this contract your PO must reflect the following contract:
Texas [redacted]
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

No signed quote. PO required.

Commissioners Court - Regular Session **17.**

Meeting Date: 02/22/2022

Approval of Maintenance and Support Agreement for Digicap and LiveScan Software with Idemia, Identity and Security USA LLC for Juvenile Justice Center

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the extension of the Maintenance and Support Agreement for Digicap and Livescan Software with Idemia, Identity & Security USA LLC, for the total amount of $3,294.00, and authorizing the execution of this agreement.

Background

The approval of this agreement will benefit the Williamson County Juvenile Justice Center with the extension of the LiveScan Ruggedized Mugshot Capture and Printer. The system captures biometric identity information such as fingerprints, palm prints, and mugshots. The attached agreement has more detailed information regarding the equipment and use. This agreement will extend the services though 2/23/2023. The total cost is $3,294.00. The original equipment was installed on 2/24/2020. Legal, Contract Audit, Budget and IT have reviewed this agreement. The line item expenditures are being charged to 01.0100.0576.004500 for the LiveScan and 01.0100.0576.003011 for the Digicap. The department point of contact is Roberto Lopez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Juvenile Justice Center Idemia Redacted

Juvenile Justice Center Addendum Idemia Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/17/2022 06:54 AM
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:27 AM
Form Started By: Mary Watson		Started On: 02/15/2022 11:59 AM
Final Approval Date: 02/17/2022		

5515 East La Palma Ave., Suite 100
Anaheim, CA 92807
Tel: (714) 632-2180
Fax: (714) 238-2049

January 25, 2022

Williamson County Juvenile Justice Center
200 Wilco Way
Georgetown, TX 78626

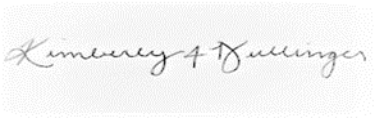
RE: Maintenance and Support Agreement # [redacted]

By means of this letter, Idemia Identity & Security USA LLC ("IDEMIA" or "Seller") hereby extends **Williamson County Juvenile Justice Center** Maintenance and Support Agreement for the period **02/24/2022** through **02/23/2023** per the Terms and Conditions below.

Please indicate acceptance of this agreement by signing in the acceptance block below and returning it to my attention via Email at kimberly.dullinger@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 632-2180 or e-mail kimberly.dullinger@us.idemia.com. Thank you in advance.

Thank you,



Kimberly J. Dullinger
Maintenance Agreement Specialist II
Idemia Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC	**WILLIAMSON COUNTY JUVENILE JUSTICE CENTER**
Signed by:	Signed by: _____
Printed Name: Casey Mayfield	Printed Name: _____
Title: Vice President	Title: _____
Date: January 25, 2022	Date: _____

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA #[redacted]

CUSTOMER: **Williamson County Juvenile Justice Center**

The following table lists the Products under maintenance coverage:

Product	Description	Node	$
LiveScan & Printer	LiveScan – Ruggedized W/ Mugshot Capture – W10 – Installed 02/24/2020 -Printer, Black & White Tenprint Card, Duplexer	TXTPE40503	$3,084.00
Digicap	TPE-HWOX-DIGCAP HWOX- DIGCAP- W95 TP-HWOX-DIGCAPC	N/A	$210.00

Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # [redacted] **Date** January 25, 2022

New Term Effective **Start** 02/24/2022 **End** 02/23/2023

STANDARD SUPPORT

☒ ***Advantage*** **– Software Support**

- ♦ Telephone Response: 2 Hour
- ♦ Remote Dial-In Analysis
- ♦ Unlimited Telephone Support
- ♦ Standard Releases & Updates
- ♦ Software Customer Alert Bulletins
- ♦ Automatic Call Escalation
- ♦ Supplemental Releases & Updates
- ♦ 8 a.m. – 5 p.m. Monday to Friday PPM

☒ **On-Site Hardware Support**

- ♦ 8 a.m. – 5 p.m. Monday to Friday PPM
- ♦ Next Day PPM On-site Response
- ♦ Hardware Vendor Liaison
- ♦ Defective Parts Replacement
- ♦ Escalation Support
- ♦ Hardware Customer Alert Bulletins
- ♦ Hardware Service Reporting
- ♦ Product Repair
- ♦ Equipment Inventory Detail Management

☒ **Parts Support**

- ♦ Parts Ordered & Shipped Next Business Day
- ♦ Parts Customer Alert Bulletins

** If customer is providing their own on-site hardware support, the following applies:*

- ➢ Customer Orders & Replaces Parts
- ➢ Telephone Technical Support for Parts Replacement Available

GRAND TOTAL	**$ 3,294.00**

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as descr bed below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not proh bit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the respons bility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is respons ble for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compat bility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Terms & Conditions

Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a principal place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807, and Williamson County Juvenile Justice Center ("Customer"), having a place of business at 200 Wilco Way, Georgetown, TX 78626, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exh bits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit-A "Description of Covered Products"

Exhibit-B "Support Plan"

Exhibit-C "Support Plan Options and Pricing Worksheet"

Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"IDEMIA" means Idemia Identity & Security USA LLC.

"IDEMIA Software" means Software that IDEMIA or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-IDEMIA Software" means Software that a party other than IDEMIA or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the IDEMIA Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of IDEMIA Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the IDEMIA Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of IDEMIA Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a major release of IDEMIA Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, IDEMIA's opinion will prevail, provided that IDEMIA treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the IDEMIA Software and Non-IDEMIA Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established IDEMIA holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or IDEMIA).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

Section 3. SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as IDEMIA determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3 Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feas ble, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's respons bilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10 Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11 Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11.If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5% escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

Section 6. LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 7. DEFAULT/TERMINATION

7.1. If IDEMIA breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider IDEMIA to be in default. If Customer asserts a default, it will give IDEMIA written and detailed notice of the default. IDEMIA will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If IDEMIA provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless IDEMIA or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law,

IDEMIA may consider Customer to be in default. If IDEMIA asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to IDEMIA. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of IDEMIA's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt

Customer: Williamson County Juvenile Justice Center

Attn: Roberto Lopez

200 Wilco Way

Georgetown, TX 78626

Phone: 512-943-1960

Seller: Idemia Identity & Security USA LLC

Attn: Maintenance Agreements

5515 East La Palma Avenue, Suite 100

Anaheim, CA 92807

Phone: (714)238-2000 Fax: (714)632-2158

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without IDEMIA's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR LIVESCAN SOFTWARE MAINTENANCE & SUPPORT

(Juvenile Justice Center)

(Idemia Identity & Security USA LLC)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Idemia Identity & Security USA LLC** (hereinafter "Idemia" or "Seller"). Customer agrees to engage Idemia as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Idemia Maintenance & Support Agreement # [redacted]; and
B. This Williamson County Addendum ("County Addendum").

In the event a dispute arises between terms and conditions of: 1) this County Addendum; and (2) the Maintenance & Support Agreement # [redacted], applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of this County Addendum; and (2) the Maintenance & Support Agreement # [redacted].

II.

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

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

III.

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

IV.

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

V.

Payment: Idemia will be compensated as set forth in the Idemia Maintenance & Support Agreement # [redacted] (Support Plan Options and Pricing Worksheet), which is incorporated herein as if copied in full.

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

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon

giving 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.

VII.

Right to Audit: Idemia agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Idemia which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Idemia agrees that Customer shall have access during normal working hours to all necessary Idemia facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Idemia reasonable advance notice of intended audits. In no circumstances will Idemia be required to create or maintain documents not kept in the ordinary course of Idemia' business operations, nor will Idemia be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

IX.

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

X.

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.

XI.

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

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

WILLIAMSON COUNTY:	IDEMIA:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2022	Date: February 14, 2022

Commissioners Court - Regular Session **18.**

Meeting Date: 02/22/2022

Rosedale Foundation Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement regarding off duty contracting of County Sheriff Deputies with The Rosedale Foundation (Annual bike ride on March 26th thru WILCO & Travis County).

Background

This agreement gives permission for The Rosedale Foundation to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. (Traffic control to assist riders crossing Hwy 95 in Coupland).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rosedale Foundation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:13 AM
Form Started By: Starla Hall		Started On: 02/17/2022 09:16 AM
Final Approval Date: 02/17/2022		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the March 26, 20 22 and shall terminate on September 30, 20 22. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Rosedale Ride 2022

Signature: Alan Bazard

Printed Name: Alan Bazard

Title: Ride Director

Date: Febuary 15, 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official:

Date: February 17, 2022

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____ _____, 20____

[2] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session **19.**

Meeting Date: 02/22/2022

KC Engineering 2965 WA1 SA1 On Call

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between KC Engineering, Inc. and Williamson County dated March 24, 2020 for On Call Professional Engineering Services for Small Maintenance Projects. This supplemental is to extend the expiration date to March 31, 2023. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 2965 WA1 SA1 On Call

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/17/2022 09:13 AM
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:12 AM
Form Started By: Vicky Edwards		Started On: 02/17/2022 08:58 AM
Final Approval Date: 02/17/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Professional Engineering Services for Small Maintenance Projects

This Supplemental Work Authorization No. __1_ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 24, 2020 ("Contract") 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 "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective April 21, 2020 (the "Work Authorization");

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

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

AGREEMENT

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

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

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

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

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

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

FIRM:	**COUNTY:**
By: Greg Haley, P.E.	By: _____
Signature	Signature
Greg Haley, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
President	County Judge
Title	Title
February 16, 2022	_____
Date	Date

Attachment C - Work Schedule

K.C. Engineering, Inc. will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **20.**

Meeting Date: 02/22/2022

License Agreement with Bar W Ranch HOA Inc

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 approving a license agreement with Bar W Ranch HOA, Inc.

Background

This license agreement is to allow Bar W Ranch HOA, Inc. to install and maintain landscaping and irrigation within the rights-of-way of the Bar W Ranch West subdivision. There are specific locations identified in the license agreement. This license agreement has been reviewed by Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

license agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 11:48 AM
Form Started By: Adam Boatright		Started On: 02/16/2022 11:29 PM
Final Approval Date: 02/17/2022		

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas ("County"), and Bar W Ranch HOA, Inc,, a Texas nonprofit Corporation ("Licensee"), enter into this License Agreement ("Agreement") upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage and irrigation (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit "A" (**the "Licensed Property").

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's

expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/l00 Dollars ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. LICENSEE HEREBY

INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY 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, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee

shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore,

this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests

hereunder shall be addressed:

To Licensee At:

Bar W Ranch HOA, Inc
c/o First Service Residential
5316 W US HWY 290 Service Road, Suite 100
Austin, TX 78735
E-mail: abraham.salazar@fsresidential.com

with copies to: Continental Homes of Texas, L.P.
10700 Pecan Park Blvd., Suite 400
Austin, TX 78750
E-mail: rlgray@drhorton.com

To County At:

Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626
E-mail: teverston@wilco.org

with copy to: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

G. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

H. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any

courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

I. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

J. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY,
a political subdivision of the State of Texas

By:_____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date:_____ _____, 20___

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__ by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

BAR W RANCH HOA, INC.
a Texas nonprofit corporation

By: Keri Rhodes

Printed Name: Keri Rhodes

Title: Director

Date: Feb 11, 2022

ATTEST:

By: _____
Secretary

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 11 day of February, 2022, by Keri Rhodes, Director of Bar W Ranch HOA, Inc., a Texas nonprofit corporation.

Rachel Baring
NOTARY PUBLIC, State of Texas

RACHEL BARING
Notary ID #131157861
My Commission Expires
June 30, 2025

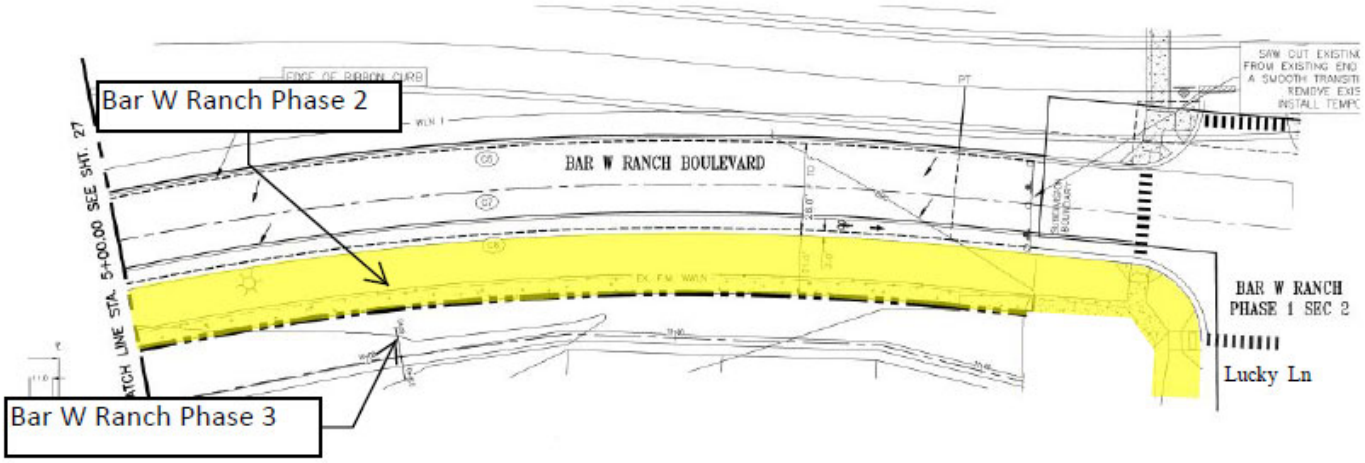
071719

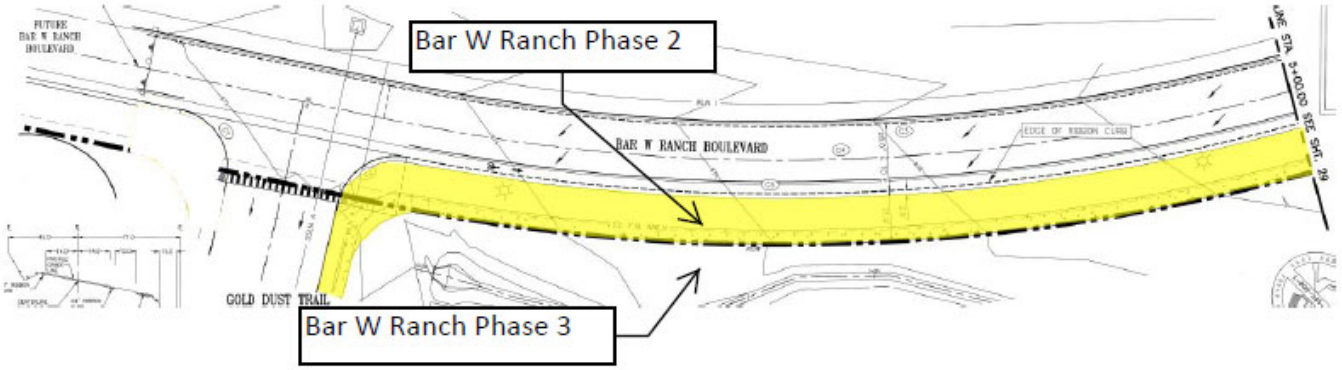
EXHIBIT "A"

LICENSED PROPERTY

The portions of public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of Bar W Ranch Boulevard, Lucky Lane and Gold Dust Trail located within the Bar W Ranch West subdivision and depicted in **Exhibit "A-1"**. For reference, the Bar W Ranch West Phase 1, Section 2 subdivision is generally depicted in **Exhibit "A-2"**, the Bar W Ranch West Phase 2 subdivision is generally depicted in **Exhibit "A-3"**, and the Bar W Ranch West Phase 3 subdivision is generally depicted on **Exhibit "A-4"**.

EXHIBIT "A-1"
LICENSED PROPERTY





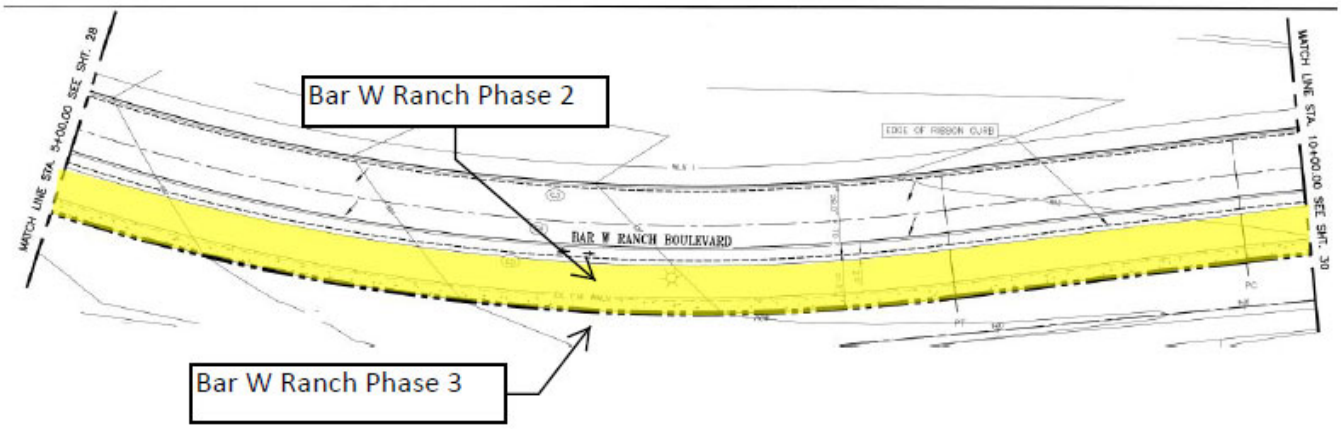
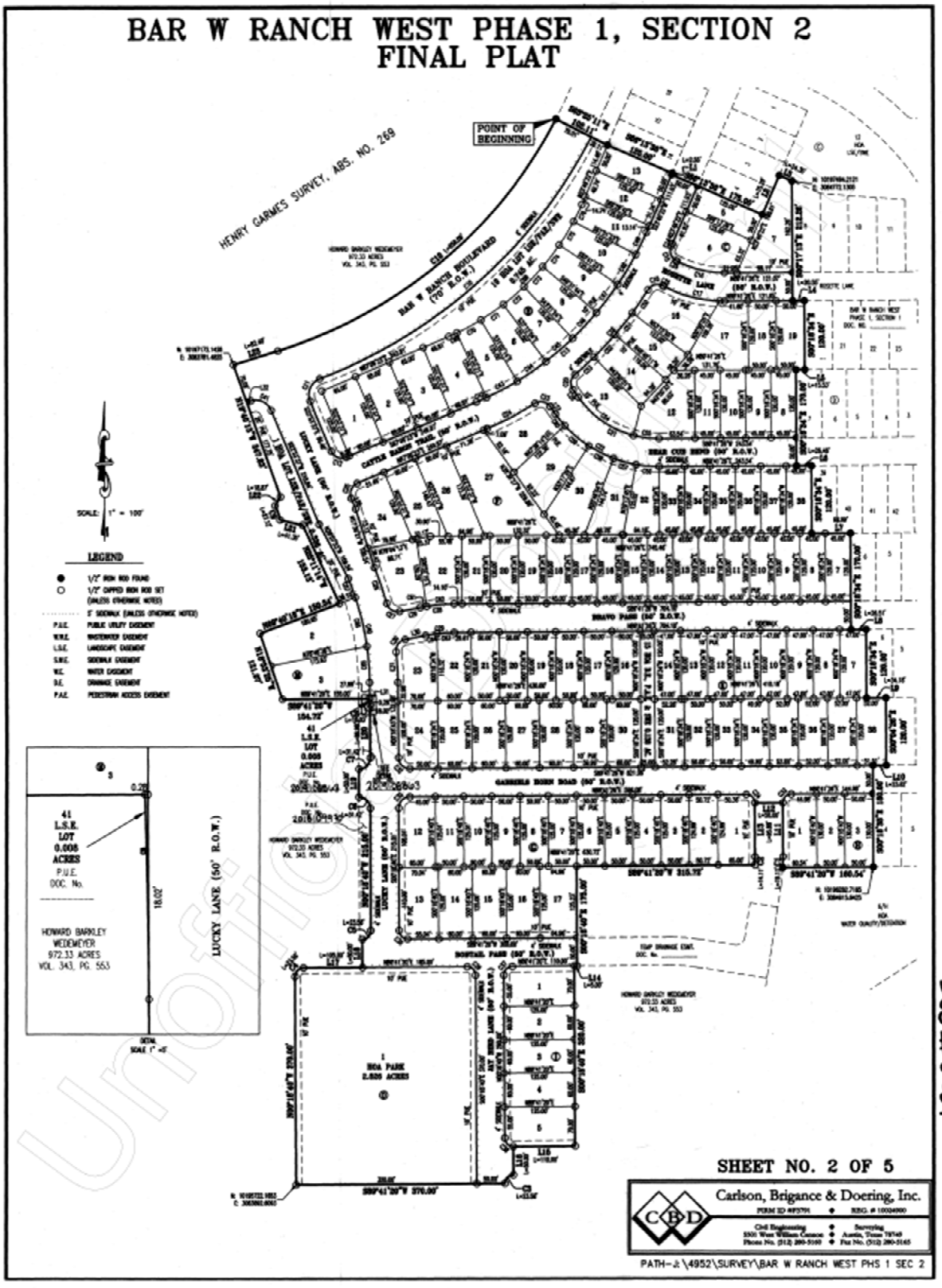


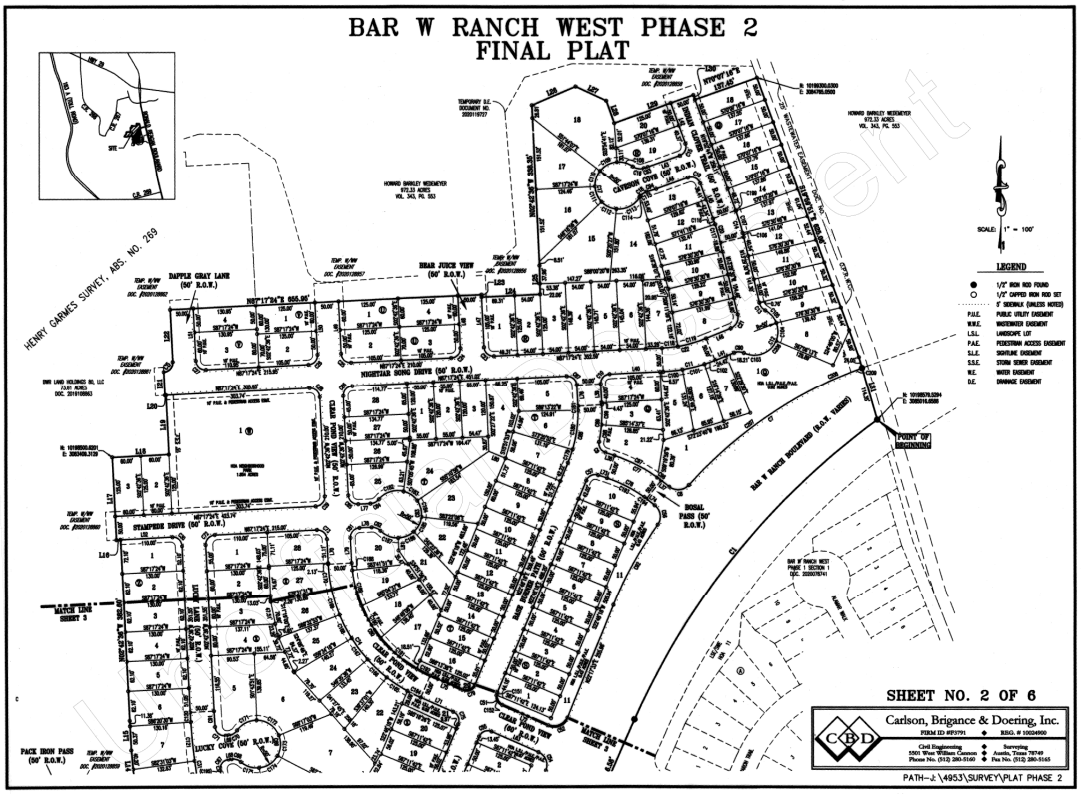
EXHIBIT "A-2"
DEPICTION OF LICENSED PROPERTY



Doc #20210135 75

EXHIBIT "A-3"
DEPICTION OF SUBDIVISION

Doc#2020135808



Doc#2020135808

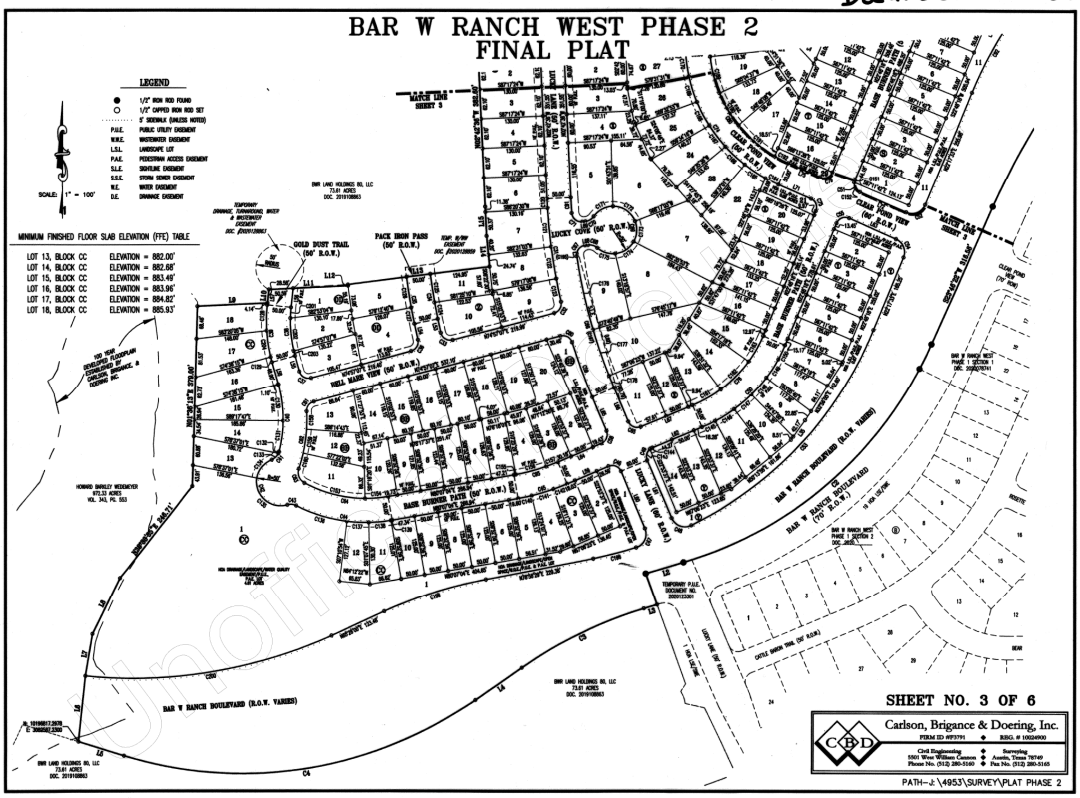
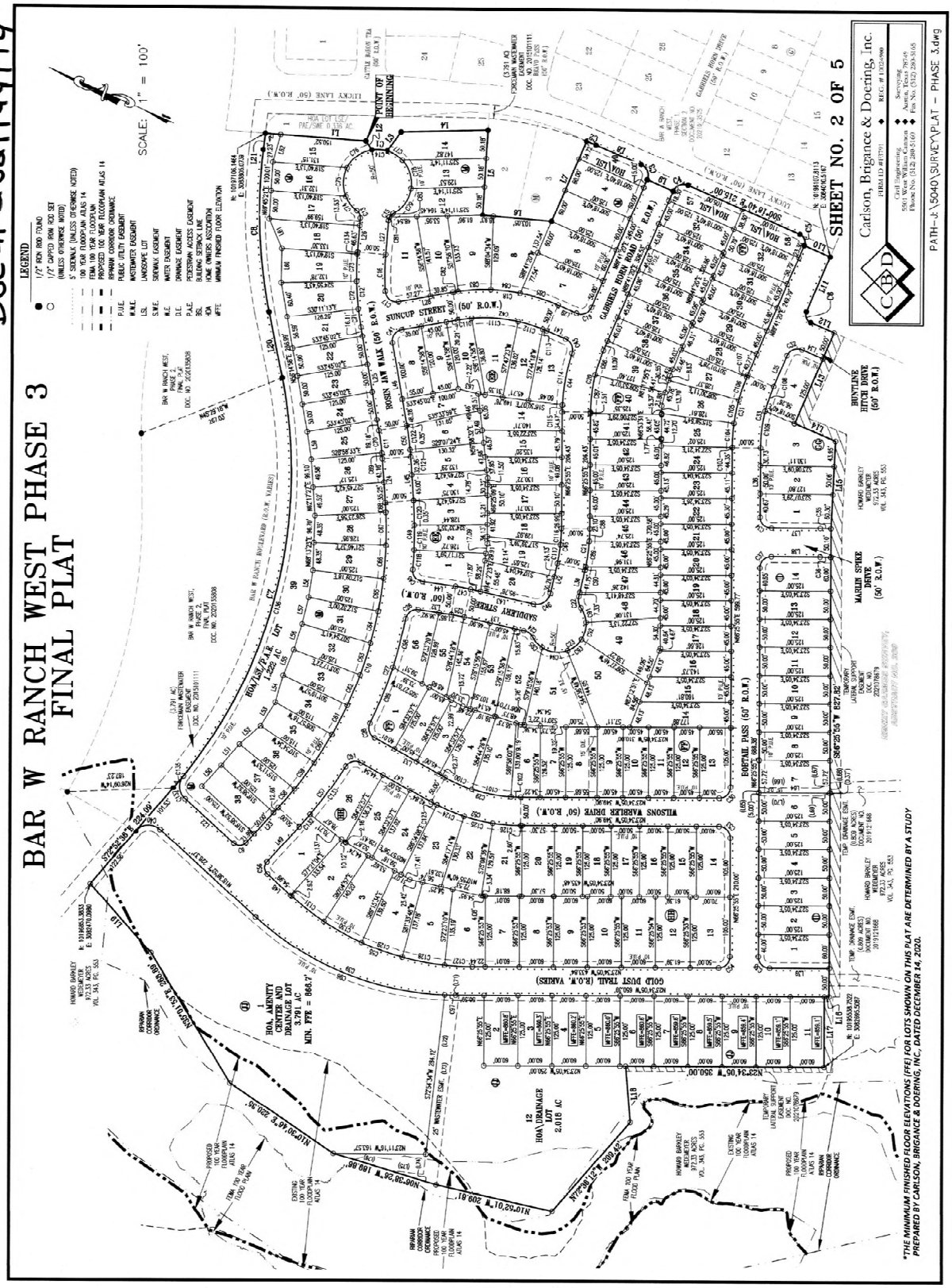


EXHIBIT "A-4"
BAR W RANCH WEST PHASE 3



Commissioners Court - Regular Session **21.**

Meeting Date: 02/22/2022

Final plat for the Estates at Northgate Ph 1 Sec 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 Estates at Northgate Phase 1, Section 3 subdivision – Precinct 2.

Background

This is the next section of the Estates at Northgate development. It consists of 28 lots and 2,694 feet of new public roads. Roadway and drainage construction has been completed.

Timeline

2021-04-29 – initial submittal of final plat
2021-05-28 – 1st review complete with comments
2021-07-22 – 2nd submittal of final plat
2021-08-04 – 2nd review complete with comments
2022-01-06 – 3rd submittal of final plat with minor changes
2022-01-11 – 3rd review complete with minor comments
2022-01-12 – 4th submittal of final plat and comments clear
2022-01-12 – 4th review complete with comments clear
2022-02-16 – final plat received with signatures
2022-02-17 – final plat placed on February 22, 2022 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Estates at Northgate Phase 1 section 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 11:48 AM
Form Started By: Adam Boatright		Started On: 02/16/2022 11:30 PM
Final Approval Date: 02/17/2022		

LAND USE SCHEDULE		
DESCRIPTION	NUMBER	ACREAGE
RESIDENTIAL	26	30.260 AC.
OPEN SPACE/DRAINAGE ESMT.	2	5.867 AC
RIGHT-OF-WAY	–	3.796 AC.
TOTAL	28	39.923 AC.

SUBMITTED DATE: __ _____, 2021

OWNER:

RIVER OAKS LAND PARTNERS, LLC
13809 RESEARCH BLVD., SUITE 745
AUSTIN, TX 78750
TEL: 512-750-0896

ENGINEER & SURVEYOR:

BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TEL: 512-879-0400

SUNDANCE RANCH NORTH PHASE 2
CAB. R, SLD. 7
P.R.W.C.

COUNTY ROAD NO. 214
R.O.W. WIDTH VARIES
NO REFERENCE FOUND

P.O.B.

51
2.398 AC.
O.S./D.E.

STUDIED 100-YR FLOODPLAIN

M BAR RANCH
CALLED 678.09 ACRES
DOC. NO. 2019124416 O.P.R.W.C.

PERMANENT EASEMENT AGREEMENT
PIPELINE EASEMENT
DOC. NO. 2017010605

PERMANENT EASEMENT AGREEMENT
PIPELINE EASEMENT
DOC. NO. 2017002115

J HACKETT SURVEY ABS-312
W H McCULLOUGH SURVEY ABS-465

APPROXIMATE LOCATION OF 50' PIPELINE EASEMENT & R.O.W. VOL. 833, PG. 618

S 65°28'05" E 1,236.19'

SPENCE LANE 60' R.O.W.
N 65°00'30" W 713.39'
S 65°00'30" E 1311.46'

RICKARD DRIVE 60' R.O.W.

HOUSTON LOOP 60' R.O.W.

N 26°11'04" E 1,306.97'

S 62°12'19" E 566.19'

53
1.013 AC.

52
1.009 AC.

51
2.398 AC.

50
1.245 AC.

49
1.144 AC.

48
1.000 AC.

47
1.000 AC.

46
1.001 AC.

34
3.601 AC.

33
3.330 AC.
O.S./D.E.

32
1.010 AC.

31
1.037 AC.

30
1.026 AC.

29
1.156 AC.

28

27

26

32
1.209 AC.

33
1.046 AC.

34
1.038 AC.

35
1.046 AC.

36
1.086 AC.

37
1.040 AC.

29

30

31

50' BUILDING SETBACK LINE

75' OSSF SETBACK

25' O.S.S.F. SETBACK

APPROXIMATE SURVEY LINE

DRAINAGE EASEMENT
PARCEL 6G, EXHIBIT "B"
DOC. NO. 2009093313
O.P.R.W.C.

DRAINAGE EASEMENT
PARCEL 6F, EXHIBIT "A"
DOC. NO. 2009093313
O.P.R.W.C.

DRAINAGE EASEMENT
DOC. NO.
O.P.R.W.C.

STUDIED 100-YR FLOODPLAIN

DRAINAGE EASEMENT
25' OSSF SETBACK FROM DRAINAGE EASEMENT

25' OSSF SETBACK FROM DRAINAGE EASEMENT
DOC. NO. 2018070591 O.P.R.W.C.

SEE DETAIL SHEET 3

DRAINAGE EASEMENT
DOC. NO. 2018070591
O.P.R.W.C.

CHANNEL ESMT. HEREBY DEDICATED (SEE DETAIL SHEET 3)

CHANNEL ESMT. HEREBY DEDICATED

25' O.S.S.F. SETBACK (SEE DETAIL SHEET 3)

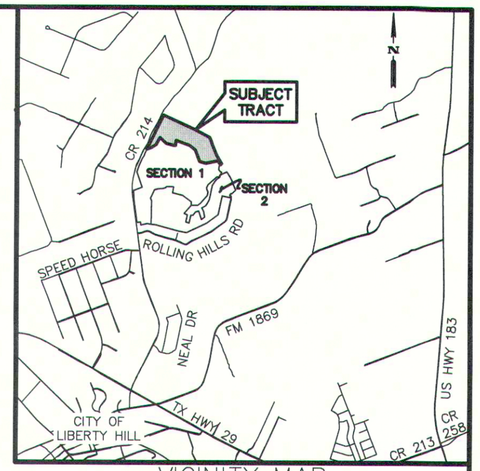
DRAINAGE ESMT. HEREBY DEDICATED

MATCHLINE SHEET 1
MATCHLINE SHEET 2

TBM *SBOX
ELEV: 1004.29'

ESTATES AT NORTHGATE
PHASE 1 SECTION 1
DOC. NO. 2018070591
O.P.R.W.C.

ESTATES AT NORTHGATE
PHASE 1 SECTION 1
DOC. NO. 2018070591
O.P.R.W.C.



VICINITY MAP
NOT TO SCALE

M BAR RANCH
CALLED 678.09 ACRES
DOC. NO. 2019124416 O.P.R.W.C.

PERMANENT EASEMENT AGREEMENT
PIPELINE EASEMENT
DOC. NO. 2017010605

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 3

A SUBDIVISION OF 39.923 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, WILLIAM H. McCULLOUGH SURVEY, A-465, AND THE WILLIAM M. MANGHAM SURVEY, A-468, IN WILLIAMSON COUNTY, TEXAS.

N

0 100 200 300

LEGEND

CAB.	CABINET
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS, WILLIAMSON COUNTY
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY
O.S.	OPEN SPACE
O.S.S.F.	ON-SITE SEWAGE FACILITY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.R.W.C.	PLAT RECORDS, WILLIAMSON COUNTY
PROP.	PROPOSED
R.O.W.	RIGHT-OF-WAY
SLD.	SLIDE
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS NOTED)
"NAME ON CAP" ●	FOUND 1/2" IRON ROD WITH CAP (CAP NOTED ON SURVEY)
▲	FOUND NAIL (TYPE NOTED ON SURVEY)
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT
⊕	TEMPORARY BENCHMARK (SQUARE WITH "X" CHISELED IN CONCRETE)

BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD-83. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00014679.

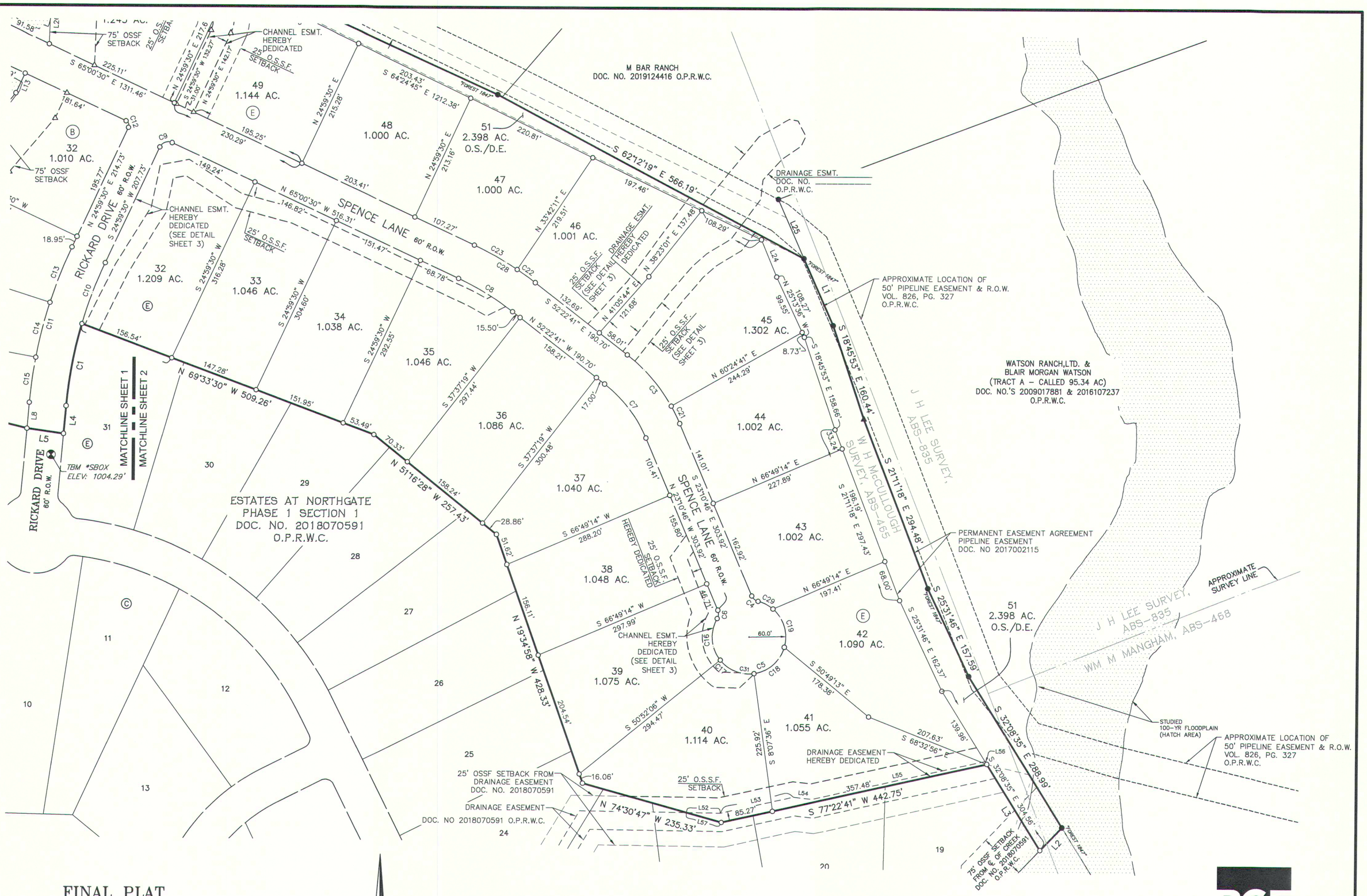
BENCHMARK NOTE:

TEMPORARY BENCHMARK FOR THIS PROJECT IS A "□" WITH AN "X" CHISELED IN CONCRETE APPROXIMATELY 40 FEET SOUTHWEST OF THE NORTHEAST TERMINUS OF RICKARD DRIVE OF NORTHGATE PHASE 1, SECTION 1, A SUBDIVISION AS RECORDED IN DOCUMENT NO. 2018070591, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

ELEVATION 1,004.29 FEET NAVD 88 DATUM
GRID N: 10,224,082.21
GRID E: 3,058,524.67

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

\\browngay.net\panzura\Regions\TXC\Projects\Survey Projects\Northgate Ranch (River Oaks)\7686-00-Northgate_Phase1_Sec3\04_Finals\Drawings\7686-00_NG PH1 Sec 3_20220214.dwg, 2/14/2022 4:58 PM, gneumann, 1:0



FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 3

A SUBDIVISION OF 39.923 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, WILLIAM H. McCULLOUGH SURVEY, A-465, AND THE WILLIAM M. MANGHAM SURVEY, A-468, IN WILLIAMSON COUNTY, TEXAS.

STREET NAMES						
STREET	R.O.W. WIDTH	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
RICKARD DRIVE	60 FEET	26 FEET	549 FEET	25 MPH	PUBLIC	LOCAL ROAD (RURAL)
SPENCE LANE (TO RICKARD DRIVE)	60 FEET	33 FEET	791 FEET	35 MPH	PUBLIC	COLLECTOR ROAD (RURAL)
SPENCE LANE	60 FEET	26 FEET	1,354 FEET	25 MPH	PUBLIC	LOCAL ROAD (RURAL)
TOTAL LINEAR FEET OF NEW STREETS:			2,694 FEET			

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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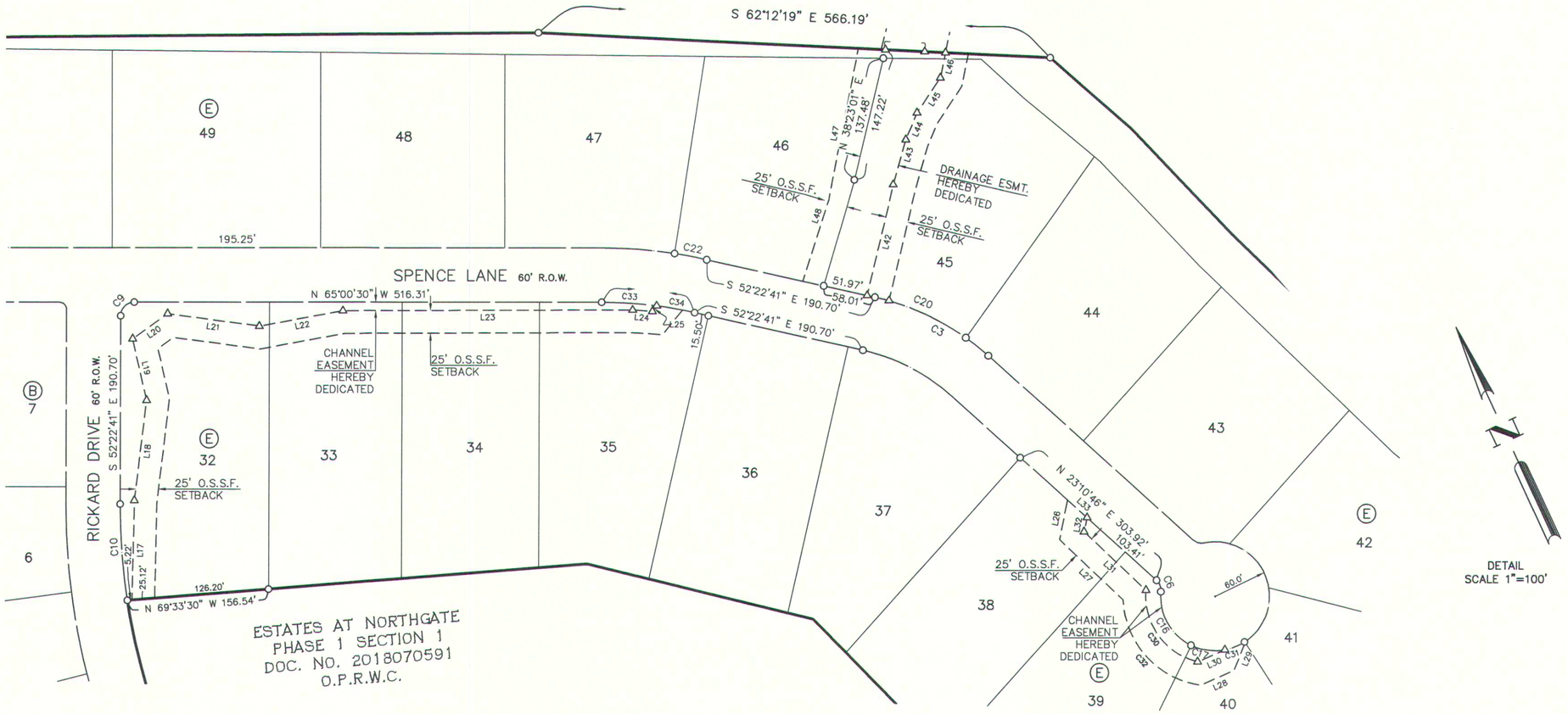

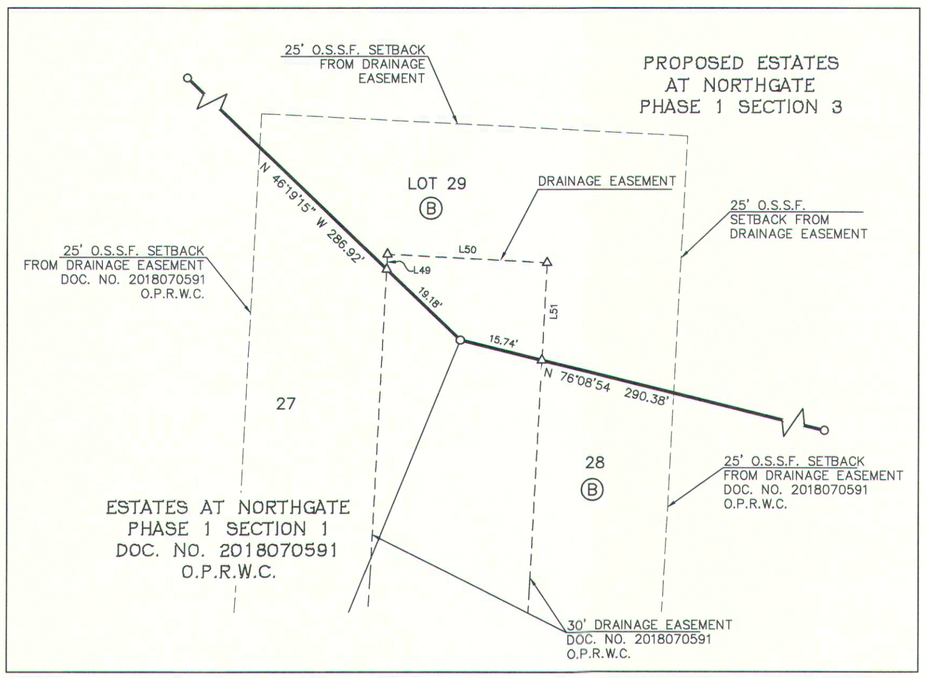

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 3

A SUBDIVISION OF 39.923 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, WILLIAM H. McCULLOUGH SURVEY, A-465, AND THE WILLIAM M. MANGHAM SURVEY, A-468, IN WILLIAMSON COUNTY, TEXAS.

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CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	136.08'	689.55'	11°18'24"	S 10°29'51" W	135.86'
C2	31.20'	1,372.36'	1°18'09"	S 26°52'58" W	31.20'
C3	142.69'	280.00'	29°11'55"	N 37°46'43" W	141.15'
C4	13.91'	15.00'	53°07'48"	S 49°44'40" E	13.42'
C5	299.77'	60.00'	286°15'37"	N 66°49'14" E	72.00'
C6	13.91'	15.00'	53°07'48"	N 03°23'08" E	13.42'
C7	112.11'	220.00'	29°11'55"	N 37°46'43" W	110.91'
C8	103.61'	470.00'	12°37'49"	N 58°41'36" W	103.40'
C9	23.56'	15.00'	90°00'00"	S 69°59'30" W	21.21'
C10	106.40'	689.55'	8°50'26"	S 20°34'16" W	106.29'
C11	263.57'	749.55'	20°08'51"	S 14°55'04" W	262.22'
C12	12.57'	8.00'	90°00'00"	N 20°00'30" W	11.31'
C13	97.21'	749.55'	7°25'51"	S 21°16'34" W	97.14'
C14	92.18'	749.55'	7°02'48"	S 14°02'15" W	92.13'
C15	74.18'	749.55'	5°40'12"	S 07°40'45" W	74.15'
C16	72.34'	60.00'	69°04'57"	S 04°35'26" E	68.04'
C17	61.78'	60.00'	58°59'42"	S 68°37'45" E	59.09'
C18	69.22'	60.00'	66°06'14"	N 48°49'17" E	65.45'
C19	68.62'	60.00'	65°31'46"	N 16°59'43" W	64.94'
C21	31.92'	280.00'	6°31'57"	N 26°26'44" W	31.91'
C22	36.25'	530.00'	3°55'07"	N 54°20'15" W	36.24'
C23	80.59'	530.00'	8°42'42"	N 60°39'09" W	80.51'
C24	22.29'	1,372.36'	0°55'50"	S 26°41'48" W	22.29'
C25	8.91'	1,372.36'	0°22'19"	S 27°20'53" W	8.91'
C26	53.05'	34.00'	89°24'15"	S 19°42'38" E	47.83'
C27	85.82'	55.00'	89°24'15"	N 19°42'38" W	77.38'
C28	116.83'	530.00'	12°37'49"	N 58°41'36" W	116.60'
C29	27.80'	60.00'	26°32'58"	N 63°02'05" W	27.55'
C31	25.00'	60.00'	23°52'24"	S 87°35'58" E	24.82'
C33	60.96'	469.84'	7°26'00"	N 61°17'33" W	60.91'
C34	42.65'	469.74'	5°12'09"	N 54°58'42" W	42.64'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 23°49'16" E	119.14'
L2	S 43°37'30" W	51.58'
L3	N 32°08'35" W	164.60'
L4	S 04°50'39" W	45.20'
L5	N 82°04'41" W	60.09'
L6	S 30°02'13" W	122.22'
L7	S 27°00'33" W	158.05'
L8	N 04°50'39" E	41.97'
L9	N 24°59'30" E	37.18'
L10	N 45°03'20" E	39.12'
L11	N 72°34'58" E	124.58'
L12	S 55°01'05" W	70.46'
L13	S 24°59'30" W	35.48'
L14	S 40°06'50" W	90.23'
L15	S 54°30'56" W	111.93'
L16	S 75°55'08" E	33.25'
L17	S 26°10'39" W	109.62'
L18	S 31°47'40" W	110.97'
L19	S 11°59'44" W	69.80'
L20	S 79°31'58" W	47.73'
L21	N 57°25'05" W	102.24'
L22	N 75°19'38" W	93.64'
L23	N 65°11'36" W	320.04'
L24	S 22°37'50" E	65.48'
L24	N 61°01'53" W	21.82'
L25	N 23°42'58" W	105.26'
L25	S 63°28'54" W	7.77'
L26	N 01°57'42" E	65.68'
L26	N 36°21'44" E	44.44'
L27	S 08°00'43" W	64.29'
L27	N 21°46'53" W	96.81'
L28	S 25°35'14" W	61.28'
L28	N 88°46'38" W	40.58'
L29	S 46°35'59" W	34.86'
L30	N 88°46'38" W	32.85'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L31	N 21°46'53" W	93.90'
L32	N 36°21'44" E	15.84'
L33	S 23°10'46" E	29.00'
L42	N 38°17'10" E	125.63'
L43	N 40°32'58" E	51.53'
L44	N 47°53'15" E	32.02'
L45	N 58°46'04" E	46.29'
L46	N 36°12'34" E	28.23'
L47	S 36°04'00" W	169.56'
L48	S 42°32'28" W	94.40'
L49	N 02°58'07" E	2.79'
L50	S 87°01'53" E	30.00'
L51	S 02°58'07" W	18.27'
L52	S 89°17'42" E	55.09'
L53	N 77°22'41" E	122.08'
L54	S 83°18'47" E	30.24'
L55	N 77°22'41" E	288.61'
L56	S 32°08'35" E	5.30'
L57	N 74°30'47" W	58.79'

LEGAL DESCRIPTION

DESCRIPTION OF A 39.923 ACRE TRACT OF LAND IN THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, WILLIAM H. McCULLOUGH SURVEY, ABSTRACT NO. 465, AND THE WILLIAM M. MANGHAM SURVEY, ABSTRACT NO. 468, WILLIAMSON COUNTY, TEXAS; BEING OUT OF THE REMAINDER OF A CALLED 201.375 ACRE TRACT OF LAND AS CONVEYED UNTO RIVER OAKS LAND PARTNERS, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2016083415 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2–inch iron rod with cap stamped "BGE INC" set on the curvilinear southeasterly right–of–way line of County Road 214 (R.O.W. ~ varies) no deed reference found, at the common corner of the remainder of said 201.375 acre tract and a called 678.09 acre tract of land as conveyed unto M Bar Ranch, LP in Document Number 2019124416 of the Official Public Records of Williamson County, Texas, for the POINT OF BEGINNING and northwest corner of the herein described tact:

THENCE, S 65° 28' 05" E, departing said right–of–way line coincident with the common line of the remainder of the 201.375 acre tract and said 678.09 acre tract, a distance of 1,236.19 feet to a 1/2–inch iron rod with a cap stamped "FOREST 1847" found for an angle point of the herein described tract;

THENCE, S 62° 12' 19" E, continuing coincident with said common line, a distance of 566.19 feet to a 1/2–inch iron rod with a cap stamped "FOREST 1847"found on the common line of the remainder of the 201.375 acre tract and a called 95.34 acre tract of land (Tract "A") as conveyed unto Watson Ranch, LTD. & Blair Morgan Watson in Document Numbers 2009017881 and 2016107237 both recorded in the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE, in a southerly direction, coincident with the common line of the remainder of the 201.375 acre tract and said 95.34 acre tract the following five (5) courses:

1) S 23° 49' 16" E, a distance of 119.14 feet to a 1/2–inch iron rod found for an angle point of the herein described tract;

2) S 18° 45' 53" E, a distance of 160.44 feet to a 60–D nail found in base of 20" live oak tree;

3) S 21° 11' 18" E, a distance of 294.48 feet to a 1/2–inch iron rod with a cap stamped "FOREST 1847" found for an angle point of the herein described tract;

4) S 25° 31' 46" E, a distance of 157.59 feet to a 1/2–inch iron rod found for an angle point of the herein described tract;

5) S 32° 08' 35" E, a distance of 288.99 feet to a 1/2–inch iron rod FOUND with a cap stamped "FOREST 1897" set at the common corner of the remainder of the 201.375 acre tract and a called 10.00 acre tract of land as conveyed unto Steven Buffum in Document Numbers 2017107490, 2017107493, 2017107496, 2017107499, and 2017107617 all recorded on the Official Public Records of Real Property of Williamson County, Texas, for the southeast corner of the herein described tract;

THENCE, S 43° 37' 30" W, coincident with the common line of the remainder of the 201.375 acre tract and said 10.00 acre tract, a distance of 51.58 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the east corner of Lot 19, Block "E" as shown on the plat of Estates At Northgate Phase 1, Section 1, as recorded in Document Number 2018070591 of the Official Public Records of Williamson County, Texas, for the most southerly corner of the herein described tract;

THENCE, coincident with the common line of the remainder of the 201.375 acre tract and said Block "E" the following six (6) courses:

1)N 32° 08' 35" W, a distance of 164.60 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) S 77° 22' 41" W, a distance of 442.75 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

3) N 74° 30' 47" W, a distance of 235.33 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

4) N 19° 34' 58" W, a distance of 428.33 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

5) N 51° 16' 28" W, a distance of 257.43 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

6) N 69° 33' 30" W, a distance of 509.26 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the northwest corner of Lot 31, said Block "E" at the beginning of a non–tangent curve for a re–entrant corner the herein described tract;

7) Curving to the left, with a radius of 689.55 feet, an arc length of 136.08 feet, a central angle of 11° 18' 24", a chord bearing of S 10° 29' 51" W, and a chord distance of 135.86 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;

8) S 04° 50' 39" W, a distance of 45.20 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the northeast corner of the right–of–way of Rickard Drive, (R.O.W. ~ 60') as shown on said plat of Estates At Northgate Phase 1, Section 1, for a southerly corner of the herein described tract;

THENCE, N 82° 04' 41" W, coincident with the common line of the remainder of the 201.375 acre tract and the north right–of–way line of said Rickard Drive, a distance of 60.09 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set at the common corner of Lot 28, Block "B" as shown on said plat of Estates At Northgate Phase 1, Section 1, for an angle point of the herein described tract;

THENCE, coincident with the common line of the remainder of the 201.375 acre tract and said Block "B" the following six (6) courses:

1)N 76° 08' 54" W, a distance of 290.38 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) N 46° 19' 15" W, a distance of 286.92 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

3) S 30° 02' 13" W, a distance of 122.22 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

4) S 27° 00' 33" W, a distance of 158.05 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

5) S 58° 00' 01" W, a distance of 199.25 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

6) S 70° 35' 57" W, a distance of 170.78 feet to a 1/2–inch iron rod with a cap stamped "BGE INC" set on the common line of the remainder of the 201.375 acre tract and the aforementioned southeasterly right–of–way line of County Road 214, at the common corner of Lot 23, said Block "B" and the remainder of the 201.375 acre tract, for the southwest corner of the herein described tract;

THENCE, N 26° 11' 04" E, coincident with the common line of the remainder of the 201.375 acre tract and said right–of–way line, a distance of 1,306.97 feet to a 1/2–inch iron rod with a cap stamped "CS LTD" found for a point of curvature of the herein described tract;

THENCE, curving to the right, with a radius of 1,372.36 feet, an arc length of 31.20 feet, a central angle of 01° 18' 09", a chord bearing of N 26° 52' 58" E, and a chord distance of 31.20 feet to the POINT OF BEGINNING and containing 39.923 acres of land, more or less.

MINIMUM FINISHED FLOOR ELEVATION TABLE		
BLOCK	LOT	F.F.E.
B	29	979.5'
B	30	978.0'
B	31	977.0'
B	32	977.0'
B	34	980.0'
E	50	975.0'
E	52	975.0'

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 3

A SUBDIVISION OF 39.923 ACRES OF LAND LOCATED IN THE JAMES HACKETT SURVEY, A–312, WILLIAM H. McCULLOUGH SURVEY, A–465, AND THE WILLIAM M. MANGHAM SURVEY, A–468, IN WILLIAMSON COUNTY, TEXAS.

STREET NAMES						
STREET	R.O.W. WIDTH	PAVEMENT WIDTH	CENTERLINE LENGTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION
RICKARD DRIVE	60 FEET	26 FEET	549 FEET	25 MPH	PUBLIC	LOCAL ROAD (RURAL)
SPENCE LANE (TO RICKARD DRIVE)	60 FEET	33 FEET	791 FEET	35 MPH	PUBLIC	COLLECTOR ROAD (RURAL)
SPENCE LANE	60 FEET	26 FEET	1,354 FEET	25 MPH	PUBLIC	LOCAL ROAD (RURAL)
TOTAL LINEAR FEET OF NEW STREETS:			2,694 FEET			

CULVERT TABLE		
BLOCK	LOT	CULVERT DIAMETER
E	32	24"
E	33	18"
E	34	18"
E	35	18"
E	38	18"
E	39	18"

THE REMAINDER OF THE LOTS SHALL HAVE A STRAIGHT TIE–IN DRIVEWAY.

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\\Browngay.net\panzura\Regions\TXC\Projects\Survey Projects\Northgate Ranch (River Oaks)\7686-00-Northgate_Phase1_Sec3\04_Finals\Drawings\7686-00_NG PH1 Sec 3_20220214.dwg, 2/14/2022 4:59 PM, gneumann, 1:0

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT RIVER OAKS LAND PARTNERS, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING HEREIN BY AND THROUGH WRR INTERESTS, LLC, A TEXAS LIMITED LIABILITY COMPANY, BY RANDY ROLLO, IT'S MANAGER, OWNER OF 39.923 ACRES OF LAND AS CONVEYED TO IT BY SPECIAL WARRANTY DEEDS AS RECORDED IN DOCUMENT NOS. 2016083415, 2017107620, 2017107622, 2017107624, 2017107626 & 2017107628 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LAND BEING OUT OF THE JAMES HACKETT SURVEY, ABSTRACT NO. 312, WILLIAM H. McCULLOUGH SURVEY, ABSTRACT NO. 465, AND THE WILLIAM M. MANGHAM SURVEY, ABSTRACT NO. 468, WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

ESTATES AT NORTHGATE PHASE 1, SECTION 3.

WITNESS MY HAND, THIS THE 16 DAY OF FEBRUARY, 2022 A.D.

RIVER OAKS LAND PARTNERS, LLC, A TEXAS LIMITED LIABILITY COMPANY
13809 RESEARCH BLVD., SUITE 745
AUSTIN, TX 78750

BY: WRR INTERESTS, LLC, A TEXAS LIMITED LIABILITY COMPANY
IT'S MANAGER

Randy Rollo
RANDY ROLLO, MANAGER

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED RANDY ROLLO, MANAGER, 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 AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

2-16-2022
DATE

Iris Leal
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 07/28/2024

IRIS LEAL
Notary Public, State of Texas
Comm. Expires 07-28-2024
Notary ID 130685944

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP NO. 48491C0235F, DATED DECEMBER 20, 2019.

A PORTION OF THIS SUBDIVISION LIES WITHIN THE STUDIED 100-YEAR FLOODPLAIN AS SHOWN ON THIS PLAT.

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

RICHARD L. RYCHLIK, JR, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 123927
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

2/16/22
DATE

STATE OF TEXAS
RICHARD L RYCHLIK JR
123927
LICENSED
PROFESSIONAL ENGINEER

I, DION P. ALBERTSON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY BY EMPLOYEES OF BGE, INC.

DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216
NOTES:

2/15/22
DATE

STATE OF TEXAS
REGISTERED
DION P. ALBERTSON
4963
PROFESSIONAL
LAND SURVEYOR

FINAL PLAT

ESTATES AT NORTHGATE PHASE I, SECTION 3

A SUBDIVISION OF 39.923 ACRES OF LAND
LOCATED IN THE
JAMES HACKETT SURVEY, A-312, WILLIAM H.
McCULLOUGH SURVEY, A-465, AND THE WILLIAM M.
MANGHAM SURVEY, A-468, IN WILLIAMSON COUNTY,
TEXAS.

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN UTILITY SYSTEMS.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
4. ELECTRIC SERVICES FOR THIS SUBDIVISION WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
5. WHERE RURAL ROUTE MAILBOXES ARE IN USE, SUCH BOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
6. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF THE INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET WHICHEVER IS LESS.
7. A 25 FOOT BUILDING SETBACK ALONG ALL RIGHT-OF-WAYS IS HEREBY DEDICATED.
8. A 15 FOOT PUBLIC UTILITY EASEMENT ALONG ALL RIGHT-OF-WAYS IS HEREBY DEDICATED.
9. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
10. IT IS THE RESPONSIBILITY OF THE OWNERS, 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. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
12. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE WHICHEVER IS HIGHER.
13. 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.
14. 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.
15. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
16. THE MAXIMUM IMPERVIOUS COVER PER LOT IS 20%.
17. NO LOT IN THIS SUBDIVISION 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 NO. 48491C0235F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
18. 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.
19. NO DETENTION IS REQUIRED AS THE DRAINAGE REPORT SHOWS PROPOSED FLOWS LESS THAN OR EQUAL TO EXISTING CONDITIONS FOR ALL STORM EVENTS. (2031 WCSR B 11.1) THE PLAT IS VESTED TO 2013 WILLIAMSON COUNTY SUBDIVISION REGULATIONS AND UTILIZES HYDROLOGY METHODOLOGY APPROPRIATE FOR THESE REGULATIONS.
20. NO FEMA FLOODPLAIN IS IDENTIFIED WITHIN THE PROJECT. THE FLOODPLAIN STUDY REQUIRED BY 2013 WCSR 5.21 WAS IDENTIFIED ON THE PLANS AND REMAINS VALID. CURRENT REVISIONS DO NOT CHANGE THE PREVIOUSLY APPROVED FLOODPLAIN STUDY.
21. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK B LOTS 29, 30, 31, 32, AND 34, AND BLOCK E LOTS 50 AND 52 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPOON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
22. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY FRANCISCO A. ARCE, DATED MARCH 9, 2017.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE ____ DAY OF _____, 2021 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

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

Roger Hutchinson, PE
For Terron Evertson

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

2/16/2022
DATE

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

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

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

DATE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF_____ A.D., 20___, AT _____ O'CLOCK ____M. AND DULY RECORDED ON THE ____DAY OF _____, A.D., 20___, AT _____O'CLOCK ____M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO._____.

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
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

\\browngoy.net\panzuro\Regions\TXC\Projects\Survey Projects\Northgate Ranch (River Oaks)\7686-00-Northgate_Phase1_Sec3\04_Finals\Drawings\7686-00_NG PH1 Sec 3_20220214.dwg, 2/14/2022 4:59 PM, gneumann, 1:0

Commissioners Court - Regular Session **22.**

Meeting Date: 02/22/2022

Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve Order Authorizing Interment of Decedent's Remains by cremation of deceased (Larry Daniels) who passed away in Justice of the Peace, Precinct 4 of Williamson County, Texas where there has been an inquest by the Justice of the Peace, Precinct 1 and the County has duty to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	02/17/2022 01:35 PM
Form Started By: Andrea Schiele		Started On: 02/17/2022 01:26 PM
Final Approval Date: 02/17/2022		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS (Larry Daniels)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Larry Daniels (SSN xxx-xx-7170) passed away on January 8, 2022 at the age of 76 in Williamson County, Texas while residing at: 706 Quail Run Drive, Pflugerville TX.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to cover the costs of interment.

The Court further finds that the magistrate conducting the inquest shall inter the remains pursuant to Texas Health & Safety Code, Chapter 711, Section 711.002(e) and in this case the Justice of the Peace, Pct. 1 of Williamson County, Texas ordered an inquest and has requested county funding for an indigent burial or abandoned body for proper disposition of the deceased's body.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of February, 2022.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **23.**

Meeting Date: 02/22/2022

Black History Month 2022

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and acknowledge historical contributions by celebrated black Williamson County trailblazers.

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	02/15/2022 01:19 PM
Form Started By: Garry Brown		Started On: 02/15/2022 01:17 PM
Final Approval Date: 02/15/2022		

Commissioners Court - Regular Session **24.**

Meeting Date: 02/22/2022

Public Meeting regarding Tax Abatement Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 A.M. Conduct a public hearing regarding approval of a tax abatement agreement with CelLink, Titan Gateway35 LLC and Williamson County.

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	02/17/2022 09:13 AM
Form Started By: Charlie Crossfield		Started On: 02/16/2022 04:50 PM
Final Approval Date: 02/17/2022		

Commissioners Court - Regular Session **25.**

Meeting Date: 02/22/2022

Tax Abatement 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 to approve a property tax abatement agreement between CelLink, Titan Gateway35 LLC, and Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CelLink Property Tax Abatement Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:44 AM
Form Started By: Charlie Crossfield		Started On: 02/17/2022 08:59 AM
Final Approval Date: 02/17/2022		

STATE OF TEXAS §
§ **TAX ABATEMENT AGREEMENT**
COUNTY OF WILLIAMSON §

This Tax Abatement Agreement (the "Agreement") is entered into by and among Williamson County, Texas (the "County"), Titan Gateway35, LLC, a Texas limited liability company ("Owner") and CelLink, a California corporation (the "Lessee") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

W I T N E S S E T H:

WHEREAS, Lessee was founded in 2011 and manufactures flexible circuits for electrical vehicles and battery storage units; and

WHEREAS, Owner owns land in Titan Gateway 35 Business Park in Georgetown, Texas, being further described in Exhibit "A" ("Land"), and intends to construct, or cause to be constructed a building on the Land containing approximately 300,000 square feet of industrial space identified as "Building 1" on the City approved site plan (hereinafter defined as the "Improvements") to be leased to Lessee following construction thereof; and

WHEREAS, Lessee and Owner have entered a lease for the Improvements for a period of not less than seven (7) years (the Lease") for which the Lessee has agreed to pay rent and other charges to Owner; and

WHEREAS, Lessee intends to locate Tangible Personal Property (hereinafter defined) at the Leased Premises (hereinafter defined); and

WHEREAS, Owner and Lessee intend to make a total combined capital investment of approximately Eighty Million No/100 Dollars ($80,000,000.00) in the Improvements and Tangible Personal Property (hereinafter defined) as of the sixth (6^{th}) anniversary date of the First Year of Abatement (hereinafter defined); and

WHEREAS, the County has agreed to abate fifty percent (50%) of the Taxable Value of the Premises (Land and Improvements) and seventy-five percent (75%) of the Taxable Value of Lessee's Tangible Personal Property, for a period of ten (10) consecutive years; and

WHEREAS, the Lease requires Lessee to pay all real property ad valorem property taxes directly to the corresponding governmental authority, and each retaining the right to timely and properly protest such taxes; and

WHEREAS, the Parties intend for Owner to have limited obligations and liability under this Agreement, and that the incentives under this Agreement are being provided solely for the benefit of the Lessee.

WHEREAS, the City Council of the City of Georgetown, Texas (the "City Council"), passed an Ordinance (the "Ordinance") establishing Tax Abatement Reinvestment Zone No. 2022-01 (the "Zone"), for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "Act"); and

WHEREAS, the County has adopted guidelines for tax abatement on December 7, 2021 which are still in effect (the "Tax Abatement Guidelines"); and

WHEREAS, the Tax Abatement Guidelines contain appropriate guidelines and criteria governing tax abatement agreements to be entered by the City as contemplated by the Act; and

WHEREAS, the County has adopted a resolution stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, to maintain and enhance the commercial and industrial economic and employment base of Williamson County area, it is in the best interests of the taxpayers for the County to enter into this Agreement in accordance with said Ordinance, the Tax Abatement Guidelines, and the Act; and

WHEREAS, the operations of Lessee will create permanent new jobs in the County; and

WHEREAS, the Commissioners Court finds that the contemplated use of the Premises (hereinafter defined), and the contemplated Improvements are consistent with encouraging development of the Zone in accordance with the purposes for its creation and/or in compliance with the Tax Abatement Guidelines, the Ordinance adopted by the City, the Act, and all other applicable laws; and

WHEREAS, the Commissioners Court finds that the Improvements sought are feasible and practicable and would be of benefit to the Premises to be included in the Zone and to the County after expiration of this Agreement; and

WHEREAS, a copy of this Agreement has been furnished by the County, in the manner prescribed by the Act, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, including the expansion of primary employment, the attraction of major investment in the Zone, which contributes to the economic development of Georgetown and the enhancement of the tax base in the County, the Parties agree as follows:

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

"Appraisal District" shall mean the Williamson Central Appraisal District or its successor.

"Bankruptcy or Insolvency" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any part of a Party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Base Year Taxable Value" shall mean the Taxable Value for the Land for the year in which the Tax Abatement Agreement is executed (2022).

"Certificate of Occupancy" shall mean a temporary or final certificate of occupancy, the first to be issued by the City for the occupancy of the Improvements by Lessee.

"City" shall mean the City of Georgetown, Texas.

"City Economic Development Agreement shall mean that certain agreement pursuant to Chapter 380 Texas Local Government Code by and between City and Lessee relating to renewable energy credits dated approximate date herewith.

"City Tax Abatement Agreement" shall mean that certain tax abatement agreement by and among the City, Owner and Lessee.

"Commencement Date" shall mean the date the City has issued a Certificate of Occupancy.

"Commencement of Construction" shall mean that: (i) the plans have been prepared and all approvals thereof and permits with respect thereto required by applicable governmental authorities have been obtained for construction of the Improvements on the Land; (ii) all necessary permits for the construction of the Improvements on the Land pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Land or the construction of the vertical elements of the Improvements has commenced.

"Commissioners Court" shall mean the governing body of the County.

"Completion of Construction" shall mean: (i) substantial completion of the Improvements; and (ii) the Certificate of Occupancy has been issued.

"County" shall mean Williamson County, Texas.

"Effective Date" shall mean the last date of execution of this Agreement.

"Expiration Date" shall mean March 1 of the calendar year following the tenth (10th) anniversary date of the First Year of Abatement.

"First Year of Abatement" shall mean January 1 of the calendar year immediately following the date a certificate of occupancy has been issued by the City for the occupancy of the Leased Premises by Lessee

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, government or de facto governmental action, restrictions or interferences (unless caused by the intentional acts or omissions of the Party), fires, explosions, floods or other inclement weather, strikes, slowdowns or work stoppages, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or similar causes that results in a reduction of labor force or work stoppage in order to comply with local, state, or national disaster orders, construction delays, shortages or unavailability of supplies, materials or labor, necessary condemnation proceedings, or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstances are similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance shall be extended for a period of time equal to the period such Party was delayed, provided the Party whose performance is delayed provides written notice to the other Party not later than fifteen (15) business days after the last day of the month of the occurrence of the event(s) or condition(s) causing the delay or the date the Party whose performance has been delayed becomes aware or should have reasonably known of the event, describing such event(s) and/or condition(s) and the date on which such event(s) and/or condition(s) occurred.

"Freeport Goods" shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution. Freeport Goods does not include "Goods in Transit" as defined by Tax Code, Section 11.253.

"Goods in Transit" shall have the same meaning assigned by Tax Code, Section 11.253.

"GEDCO" shall mean the Georgetown Economic Development Corporation, a Type A sales tax corporation.

"GEDCO Economic Development Agreement" shall mean that certain economic development agreement by and between the GEDCO and Company dated approximate date herewith.

"Improvements" shall mean a building to be constructed on the Land containing approximately 300,000 square feet of industrial space identified as "Building 1" on the City approved site plan, and other ancillary facilities such as reasonably required parking and landscaping more fully described in the submittals filed by Owner with the City, from time to time, to obtain a building permit(s).

"Land" means the real property described in **Exhibit "A"**.

"Lease" shall mean Lessee's lease of the Leased Premises for a period of not less than seven(7) years commencing on the Lease Inception Date.

"Lease Inception Date" shall mean the date the term of the Lease commences but no later than December 14, 2022.

"Leased Premises" shall mean the Improvements

"Lessee" shall mean CelLink, a California corporation.

"Lessee Affiliate" shall mean any entity that is directly or indirectly controlled by or is under common control with Lessee.

"Owner" shall mean Titan Gateway35, LLC, a Texas limited liability company.

"Owner Affiliate" shall mean any entity that is directly or indirectly controlled by or is under common control with Owner.

"Premises" shall mean collectively, the Land and Improvements following construction thereof.

"Related Agreement" shall mean any agreement (other than this Agreement) by and between: (i) the County and the Owner or any Owner Affiliate; (ii) the County and Lessee or any Lessee Affiliate; (iii) the GEDCO Economic Development Agreement; (iv) City Economic Development Agreement; and (v) the City Tax Abatement Agreement.

"Required Use" shall mean the continuous lease, use, and occupancy of the Premises by Lessee for the manufacture, and research and development of very large, high-conductance flexible circuits for the solar, LED, and battery industries intelligent wiring systems, or other related manufacturing, research, and development.

"Tangible Personal Property" shall mean furniture, fixtures and equipment owned or leased by Lessee and located at the Premises, after the execution of this Agreement. Tangible Personal Property shall not include inventory, supplies Freeport Goods and Goods in Transit located at the Premises.

"Taxable Value" means the appraised value as certified by the Williamson Central Appraisal District (or its successor) as of January 1 of a given year.

Article II
General Provisions

2.1 Owner is the owner of the Land which is located within the city limits of the City and within the Zone and intends to construct the Improvements and has leased the same to Lessee. Lessee has entered into the Lease and intends to locate and maintain Tangible Personal Property at the Leased Premises.

2.2 The Premises are not in an improvement project financed by tax increment bonds.

2.3 This Agreement is entered into subject to the rights of the holders of outstanding bonds of the City.

2.4 The Premises are not owned or leased by any member of the Commissioners Court of Williamson County.

2.5 Owner and Lessee shall each, before May 1, of each calendar year that the Agreement is in effect, certify in writing to the County that the respective Party is in compliance with each term of the Agreement.

2.6 The Land and the Improvements constructed thereon at all times shall be used in the manner (i) that is consistent with the City's Comprehensive Zoning Ordinance, as amended, and (ii) that, during the period taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment within the Zone.

2.7 During the term of this Agreement beginning on the Lease Inception Date and continuing until the Expiration Date Lessee intends to establish one or more programs at the Leased Premises to create internship and employment opportunities for the benefit of Georgetown Independent School District students.

Article III
Tax Abatement Authorized

3.1 This Agreement is authorized by the Act and in accordance with the County Tax Abatement Guidelines and approved by order of the Commissioners Court.

3.2 Subject to the terms and conditions of this Agreement County hereby grants Owner an abatement of fifty percent (50%) of the Taxable Value of the Premises (Land and Improvements) and grants Lessee an abatement of seventy-five percent (75%) of the Taxable Value of the Tangible Personal Property, for a period of ten (10) consecutive years, beginning with the First Year of Abatement; provided however beginning with the sixth (6^{th}) year of abatement the combined minimum taxable of the Premises and Tangible Personal Property shall be at least Eighty Million and No/100 Dollars ($80,000,000.00) ("Minimum Taxable Value") as of January 1 of such tax year and as of January 1, of each calendar year thereafter during the term of this Agreement. The foregoing percentage of Taxable Value of the Premises subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Premises that exceeds the Base Year Taxable Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to the Tangible Personal Property located at the Premises after execution of this Agreement. The failure of the Premises and the Tangible Personal Property to have the Minimum Taxable Value as of January 1 of the sixth (6^{th}) year of abatement and as of January 1, of any subsequent calendar year shall not be an event of default subject to termination and repayment of the abated taxes pursuant to Article V hereof but shall result in the forfeiture of the tax abatement for the Premises and the Tangible Personal Property for such tax year.

3.3 The period of tax abatement herein authorized shall be for a period of ten (10) consecutive years beginning with the First Year of Abatement.

3.4 During the period of tax abatement herein authorized, Owner and Lessee shall each be subject to all taxation not abated, including but not limited to, sales tax and ad valorem taxation.

3.5 Beginning with the First Year of Abatement and continuing until the Expiration Date the Premises shall not be used for any purpose other than the Required Use and the operation and occupancy of the Premises in conformance with the Required Use shall not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure or for temporary closures for reasonable periods of time not to exceed ninety (90) consecutive days for expansion, renovation or remodeling. Notwithstanding the forgoing Lessee shall not be in breach of Required Use if the Lessee beginning with the date of termination of the Lease and continuing thereafter until the fifteenth (15th) anniversary of the Commencement Date ,continuously leases or owns other real property and improvements in the City and such premises are not used for any purpose other than the Required Use and the operation and occupancy of the such premises in conformance with the Required Use does not cease for more than thirty (30) days except in connection with and to the extent of an event of Force Majeure, or for temporary closures for reasonable periods of time not to exceed ninety (90) consecutive days for expansion, renovation or remodeling.

3.6 The term of this Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article IV
Improvements

4.1 Owner intends to construct or cause to be constructed the Improvements on the Land. Nothing in this Agreement shall obligate Owner to construct the Improvements on the Land, but said actions are conditions precedent to tax abatement for the Owner and Lessee pursuant to this Agreement. Lessee intends locate Tangible Personal Property at the Premises. Nothing in this Agreement shall obligate Lessee to locate Tangible Personal Property at the Premises, but said actions are conditions precedent to tax abatement for the Owner and Lessee pursuant to this Agreement. Nothing in this Agreement shall obligate such Parties to have entered into the Lease, but the execution of the Lease is a condition precedent to the tax abatement for Owner and Lessee pursuant to this Agreement.

4.2 As a condition precedent to the initiation of the tax abatement pursuant to this Agreement, Owner agrees, subject to events of Force Majeure, to cause Commencement of Construction of the Improvements to occur on or before December 31, 2021, and subject to events of Force Majeure to cause Completion of Construction of the Improvements to occur on or before December 31, 2022, as good and valuable consideration for this Agreement, and that all construction of the Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof).

4.3 Construction plans for the Improvements constructed on the Land will be filed with the City, which shall be deemed to be incorporated by reference herein and made a part hereof for all purposes.

4.4 Owner and Lessee each agree to maintain the Premises during the term of this Agreement in accordance with all applicable state and local laws, codes, and regulations.

4.5 The County, its agents and employees shall have the right of access to the Premises during and following construction to inspect the Improvements at reasonable times and with reasonable notice to Owner and Lessee, as the case may be, and in accordance with visitor access and security policies of the Owner and Lessee, as applicable to ensure that the construction and maintenance of the Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof).

Article V
Default; Recapture

5.1 In the event: (i) Owner and/or Lessee fail to cause Commencement and/or Completion of Construction of the Improvements in accordance with this Agreement; (ii) Owner and/or Lessee have delinquent ad valorem taxes owed to the County (provided Owner and Lessee each retain the right to timely and properly protest such taxes); (iii) Owner and/or Lessee have an event of Bankruptcy or Insolvency; or (iv) Owner and/or Lessee breaches any of the terms and conditions of this Agreement, or a Related Agreement, then Owner or Lessee, as the case may be, after the expiration of the notice and cure periods described below, shall be in default of this Agreement (the "Defaulting Party"). As liquidated damages in the event of such default, the Defaulting Party shall , within thirty (30) days after demand, pay to the County the amount of the taxes that would have been paid by the Defaulting Party to County without the benefit of a tax abatement for their respective property the subject of this Agreement for the tax years for which the Defaulting Party was in default of this Agreement (the "Recapture Amount") with interest at the statutory rate for delinquent taxes as determined by Section 33.01 of the Tax Code, as amended, but without penalty. The Parties acknowledge that actual damages in the event of default termination would be speculative and difficult to determine. The Parties further agree that Recapture Amount Taxes, including interest, as a result of this Agreement, shall be recoverable against the Defaulting Party and shall constitute a tax lien against the Premises and the Tangible Personal Property, and shall become due, owing, and shall be paid to the County within thirty (30) days after notice of termination.

5.2 Upon breach by Owner and/or Lessee of any of the obligations under this Agreement, the County shall notify the breaching Party (the "Breaching Party") in writing, which Breaching Party shall have thirty (30) days after delivery of the notice in which to cure any such default. If the default cannot reasonably be cured within such 30-day period, and the Breaching Party has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the County may extend the period in which the default must be cured.

5.3 If the Breaching Party fails to cure the default within the time provided as specified above or, as such time period may be extended, the County, at its sole option, shall have the right to

terminate this Agreement with respect to the Defaulting Party by providing written notice to the Defaulting Party.

5.4 Upon termination of this Agreement by County with respect to a Defaulting Party, the Recapture Amount for the respective property shall become a debt to the County as liquidated damages, and shall become due and payable not later than thirty (30) days after a notice of termination is delivered. The County shall have all remedies for the collection of the Recapture Amount from the Defaulting Party provided generally in the Tax Code for the collection of delinquent property tax. The computation of the Recapture Amount for the purposes of the Agreement shall be based upon the full Taxable Value of the Tangible Personal Property and the Premises, as the case may be, without tax abatement for the years in which Defaulting Party was in Default of this Agreement and for which tax abatement hereunder was received by the Defaulting Party, as determined by the Appraisal District, multiplied by the tax rate of the years in question, as calculated by the County Tax Assessor-Collector. The liquidated damages shall incur penalties as provided for delinquent taxes and shall commence to accrue after expiration of the thirty (30) day payment period.

Article VI
Annual Application for Tax Exemption

It shall be the responsibility of the Owner and Lessee, pursuant to the Tax Code, to file an annual exemption application form for the Tangible Personal Property and the Premises with the Chief Appraiser for the Appraisal District in which the eligible taxable property has situs. A copy of the respective exemption application shall be submitted to the County upon request.

Article VII
Annual Rendition

The Lessee shall annually render the value of the Tangible Personal Property to the Appraisal District and shall provide a copy of the same to the County upon written request. Owner may annually render the value of the Premises to the Appraisal District and shall provide a copy of the same to the County upon written request.

Article VIII
Miscellaneous

8.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit in United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or (ii) on the day received if sent by courier or otherwise hand delivered.

If intended for County, to:

Attn: County Judge
Williamson County
Williamson County Court House
710 South Main Street
Suite 101
Georgetown, Texas 78626

If intended for Lessee, to:

Attn: Rob Misso
VP of Global Operations
CelLink Corporation
610 Quarry Rd
San Carlos, California 94070

With copy to:

Executive Managing Director
Ginovus
9 Municipal Drive Suite 1
Fischers, In
46038

If intended for Owner, to:

Titan Gateway35, LLC
Attn: Joe Iannacone
4903 Woodrow Ave., Bldg. A
Austin, Texas 78756

With copy to:

Titan Gateway35, LLC
Attn : Christopher M. Pacheco
6300 Riverside Plaza Ln, NW Suite 200
Albuquerque, New Mexico 87120

8.2 Authorization. This Agreement was authorized by resolution of the Commissioners Court authorizing the County Judge to execute this Agreement on behalf of the County.

8.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

8.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.6 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

8.7 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

8.8 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

8.9 Assignment. This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by the Owner or Lessee without the prior written consent of the County Judge, which consent shall not be unreasonably withheld, denied, or delayed.

8.10 Employment of Undocumented Workers. During the term of this Agreement, the Owner and Lessee each agree not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), the Owner and/or Lessee as convicted 8 U.S.C. Section 1324a (f), shall repay the taxes abated herein, and any other funds received by the respective Party from the County as of the date of such violation within 120 days after the date the Owner and Lessee are notified by the County of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Owner and Lessee are not liable, and shall not be liable for repayment, for a violation of this section by a subsidiary, affiliate, or franchisee of such Parties or by a person with whom such Party contracts.

8.11 Right of Offset. The County may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the County from the Owner and/or Lessee, regardless of whether the amount due arises pursuant to the terms of this Agreement or a Related Agreement or otherwise and regardless of whether the debt due the County has been reduced to judgment by a court.

8.12 Conditions Precedent. The following are conditions precedent to this Agreement and the obligations of the Parties pursuant to this Agreement are expressly subject to the following: (i) Owner or Lessee have provided a copy of the Lease to the County; (ii) the GEDCO Economic Development Agreement is fully executed; (iii) the City Economic Development Agreement is fully executed; and (iv) the City Tax Abatement Agreement is fully executed.

[Signature page to follow]

EXECUTED in duplicate originals the ____ day of _____, 2021.

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr,. County Judge

Agreed as to Form:

By:_____
County Attorney

EXECUTED in duplicate originals the ____ day of _____, 2022.

CELLINK CORPORATION

By: _____
Kevin Coakley, CEO
CelLink Corporation

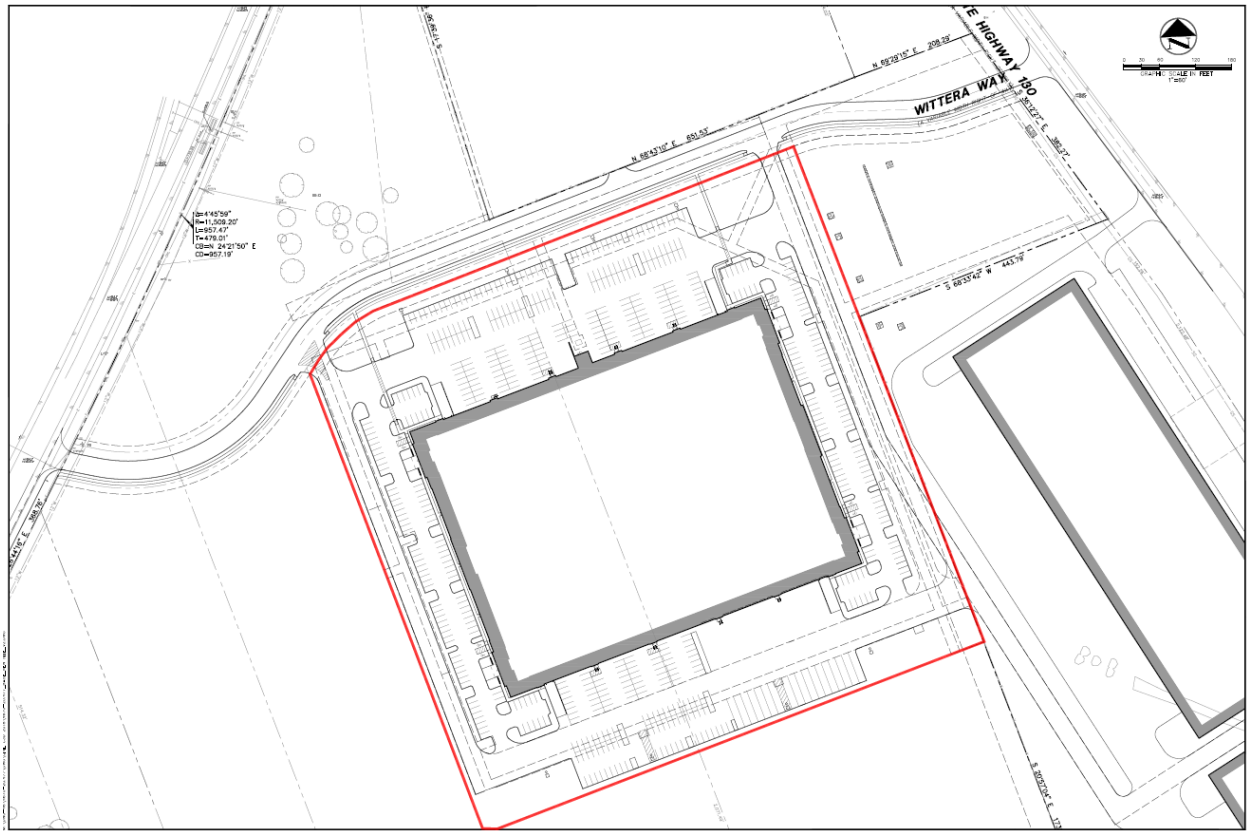
EXECUTED in duplicate originals the ____ day of _____, 2022.

TITAN GATEWAY35, LLC

By: Titan Lone Star, LLC
Its Manager

By: _____
Ben F. Spencer, Manager

EXHIBIT "A"



Commissioners Court - Regular Session **26.**

Meeting Date: 02/22/2022

ARPA Funding for Project 445P Wilco

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take action to approve increasing Project 445P Wilco in the amount of $11,500 in the ARPA Funding (American Rescue Plan Act).

Background

This request is to fund $11,500 for Laserfiche licenses for the Courts to eliminate the need to pass paper exhibits during a court hearing. This will fund 12 licenses.

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	02/17/2022 11:49 AM
Form Started By: Julie Kiley		Started On: 02/17/2022 11:22 AM
Final Approval Date: 02/17/2022		

Commissioners Court - Regular Session **27.**

Meeting Date: 02/22/2022

Facilities Budget Amendment for 2022 Budget

Submitted By: San Juanita Ramos, 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 circumstance to approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

The budget amendment recognizes insurance proceeds received for repairs on the Wilco Gun Range in Georgetown. The proceeds are being used to offset the repairs on the damaged fence at the Wilco Gun Range in Georgetown.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$5,200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/15/2022 03:19 PM
Form Started By: San Juanita Ramos		Started On: 02/15/2022 02:25 PM
Final Approval Date: 02/15/2022		

Commissioners Court - Regular Session **28.**

Meeting Date: 02/22/2022

Facilities Budget Amendment for 2022 Budget

Submitted By: San Juanita Ramos, 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 to approve a budget amendment to acknowledge additional expenditures for Facilities.

Background

The budget amendment recognizes insurance proceeds received for repairs on the Williamson County Gun Range in Georgetown. The proceeds are being used to offset the expenditures on the damaged fence.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004510	Facilities Repair	$5,200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/15/2022 03:19 PM
Form Started By: San Juanita Ramos		Started On: 02/15/2022 02:39 PM
Final Approval Date: 02/15/2022		

Commissioners Court - Regular Session **29.**

Meeting Date: 02/22/2022

Budget Line Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Juvenile Services is requesting a line item transfer from Residential Services to Vehicles in the amount of $8,981.00. Juvenile Services did budget $17,019 for the vehicle, but with recent supply chain and car availability issues, the funding needed to complete the purchase has increased.

Juvenile Services is also requesting a line item transfer from Residential Services to Facilities Repairs in the amount of $1,000.00. These funds will be used for the renewal of a maintenance agreement for our fingerprint scanner. This increase in fees for repairs was not anticipated in our budget request for this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.004102	Residential Services	$8,981.00
To	0100.0576.005700	Vehicles	$8,981.00
From	0100.0576.004102	Residential Services	$1,000.00
To	0100.0576.004501	Facility Repairs	$1,000.00

Attachments

Vehicle Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:34 AM
Budget Office	Ashlie Holladay	02/17/2022 10:38 AM
Form Started By: Denise Carlson		Started On: 02/17/2022 09:55 AM
Final Approval Date: 02/17/2022		

PRODUCT PRICING SUMMARY

GOODBUY 22-22-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY
Contact: KEVIN TELLER
Email:
Product Description: FORD ESCAPE

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: February 15, 2022

A. **Bid Item:** 7.4 ALT — **A. Base Price:** $ 24,030.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
		$ -			
U0F	2022 S MODEL FWD	INCL			
	1.5L ECOBOOST I4; 8-SPD AUTOMATIC	INCL			
	CLOTH SEATS	INCL			
	CARPET FLOORS; CRUISE CONTROL	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	AM/FM W.BLUETOOTH	INCL			
	TIRE INFLATION KIT	INCL			

Total of B. Published Options: $ -

Published Option Discount (5%) $ -

C. **Additional Options [not to exceed 25%]** $= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR		
120-150 DAYS ESTIMATED	DELIVERY		

Total of C. Unpublished Options: $ -

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
F.	**Subcontractor Equipment Price:**	$ -
G.	**Additional Delivery Charge:** 250 miles	$ 437.50
H.	**Subtotal:**	$ 24,467.50
I.	**Quantity Ordered** 1 x K =	$ 24,467.50
J.	**Trade in:**	$ -
K.	**GOODBUY Administrative Fee ($300 per purchase order)**	$ 300.00
L.	**TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE**	$ 24,767.50

Commissioners Court - Regular Session **30.**

Meeting Date: 02/22/2022

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 19G and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Williamson County MUD No. 19G require the County Judge's signature and the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and require the County Judge's signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC MUD No. 19G

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:15 AM
Form Started By: Judy Kocian		Started On: 02/17/2022 09:48 AM
Final Approval Date: 02/17/2022		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Williamson County Municipal Utility District 19G and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District 19G, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed 1/26, 20 22.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson

Larry Gaddes, Tax Assessor/Collector,
County of Williamson

President
Williamson County Municipal Utility District
No. 19G

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19G
WILLIAMSON COUNTY TEXAS

RESOLUTION

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Williamson County Municipal Utility District 19G desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Williamson County Municipal Utility District 19G finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Williamson County Municipal Utility District 19G THAT:

The President of Williamson County Municipal Utility District 19G is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 26th day of January, 2022.

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19G WILLIAMSON COUNTY TEXAS

President,
Williamson County Municipal Utility District 19G

Commissioners Court - Regular Session **31.**

Meeting Date: 02/22/2022

Tax Collection Agreement

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the Williamson County Municipal Utility District No. 19H and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The three original documents of the Tax Collection Agreement with the Williamson County MUD No. 19H require the County Judge's signature and the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and require the County Judge's signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WC MUD No. 19H

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:14 AM
Form Started By: Judy Kocian		Started On: 02/17/2022 09:43 AM
Final Approval Date: 02/17/2022		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS, the Williamson County Municipal Utility District 19H and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District 19H , a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed January 19, 2022.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson

Larry Gaddes, Tax Assessor/Collector,
County of Williamson

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT
TEXAS
WILLIAMSON COUNTY
No. 19H

David Cox, President
Williamson County Municipal Utility District 19H

RESOLUTION

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Williamson County Municipal Utility District 19H desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Williamson County Municipal Utility District 19H finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Williamson County Municipal Utility District 19H THAT:

The President of Williamson County Municipal Utility District 19H is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the 19 day of January, 2022.

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT No. 19H
WILLIAMSON COUNTY TEXAS

David Cox, President
Williamson County Municipal Utility District 19H

Commissioners Court - Regular Session **32.**

Meeting Date: 02/22/2022

WCCHP - WCCHD WilCo Care ILA

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an interlocal agreement and business associate agreement between Williamson County and Cities Health District and Williamson County related to collaboration for WilCo Care Recipients.

Background

This ILA would allow Health District personnel and County Community Heath Paramedicine personnel to work together to provide service to WilCo Care recipients as defined in exhibit A. The overall goal of the ILA is to engage WilCo Care recipients and improve efficiencies of WilCo Care utilization by the target population. There is no payment obligation with this ILA. All work can be accomplished with current County CHP staff. It has been reviewed and approved by WilCo legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BAA

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/15/2022 01:19 PM
Form Started By: Michael Knipstein		Started On: 02/15/2022 08:42 AM
Final Approval Date: 02/15/2022		

HIPAA BUSINESS ASSOCIATE AGREEMENT
(WCCHD and WILCO EMS CHP Collaboration for WilcoCare Recipients)

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

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

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

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

Evaluate, improve, and maintain health services for WilcoCare recipients.

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

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

3.1 Business Associate shall not and shall provide that its directors, officers, employees, subcontractors, and agents, do not disclose PHI to any other person (other than members of their respective workforce as specified in subsection 3.1(ii) below), unless disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure

other than as specifically permitted in the immediately preceding sentences shall be made only if such disclosee has previously signed a written agreement that:

(i) Binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of Covered Entity, Business Associate and, if disclosee is other than Business Associate, the disclosee;

(ii) Contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to disclosee; and

(iii) Obligates disclosee to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.

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

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

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

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

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

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

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

8. Data Breach Notification and Mitigation.

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

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

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

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

(i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address);

(ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery;

(iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, addressees), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);

(iv) a brief description of what Business Associate has done or are doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and

(v) appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the HIPAA Breach.

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

9. Termination.

9.1 This Agreement shall commence on the Effective Date.

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

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

(i) to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or the agents of Business Associate. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at http://www.csrc.nist.gov/; or

(ii) in the case of PHI which is not feasible to "return or destroy," to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

10. Miscellaneous.

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

Covered Entity:

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

Business Associate:

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

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

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

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

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

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

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

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

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

(i) *"Business Associate(s)"* shall have the meaning given to the term "Associate" under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(ii) *"Covered Entity"* shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

(iii) "*Data Aggregation Services*" shall mean the combining of PHI or EPHI by Business Associates with the PHI or EPHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of, payment to, and treatment of patients by the respective covered entities.

(iv) *"Electronic Protected Health Information"* or *"EPHI"* shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, and 164, and under HITECH.

(v) *"Privacy Rule"* shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160, 162 and 164.

(vi) *"Security Rule"* shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.

(vii) *"Protected Health Information"* or *"PHI"* means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. [45 CFR §§160.103 and 164.501].

(viii) The Health Information Technology for Economic and Clinical Health ("HITECH") Act shall mean Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The U.S. Department of Health and Human Services ("HHS") interim final rule at 74 Fed. Reg. 42,740 implements the security breach notice provisions of HITECH.

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

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

FOR COVERED ENTITY:
WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

By: _____
Caroline Hilbert, Interim Executive Director

_____2-11-2022_____
Date

FOR BUSINESS ASSOCIATE:
WILLIAMSON COUNTY

By: _____
Bill Gravell, County Judge

_____
Date

INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND WILLIAMSON COUNTY, TEXAS,
(Collaboration Between Williamson County and Cities Health District and County Community Health Paramedicine Program relating to WilcoCare Recipients)

THIS INTERLOCAL AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter the "Health District"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter the "County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. The Health District and the County are herein referred to collectively as the "Parties" and individually as "Party.

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, the Parties desire to contract with each to allow Health District personnel and County Community Health Paramedicine personnel ("CHP Personnel") to work together to provide services to WilcoCare recipients; and

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

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

1. AUTHORITY

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

2. PURPOSE

2.1 The Parties recognize the importance and need for promoting and ensuring public health and safety.

2.2 The purpose of this Agreement is promote public health and safety by authorizing a collaboration between the CHP Personnel and Health District personnel in providing services to persons enrolled in WilcoCare.

3. TERM

3.1 The term of this Agreement shall extend from the effective date hereof until the first anniversary of the effective date.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the term

4. NO PAYMENT OBLIGATIONS

Neither Party shall have any payment obligations to the other Party for the collaborative services provided under this Agreement.

5. OBLIGATIONS OF THE PARTIES

5.1 The County will use its CHP personnel and the Health District will use its personnel to provide the collaborative services described in Exhibit "A" which is attached hereto and incorporated herein for all purposes (the "Collaborative Services").

5.2 It is understood that CHP personnel and Health District personnel, in performing the Collaborative Services, will be visiting recipients in their homes and having access to and sharing information concerning such recipients. To the extent such information constitutes protected health information, it shall be subject to a HIPAA Business Associate Agreement, executed between the Health District and the County in connection with this Agreement.

6. LIABILITY

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

7. TERMINATION FOR CONVENIENCE

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

8. NOTICE

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

If to Williamson County:
Name: Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626

If to Health District:
Name: Executive Director
Address: 355 Texas Ave.
Round Rock, Texas 78664

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

9. DISPUTE RESOLUTION

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

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

10. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.15 Right to Audit. Both Parties agree that the other Party 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 the other Party which are directly pertinent to the services to be performed under this Agreement by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The Party performing the audit shall give the other Party reasonable advance notice of intended audits.

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

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

[Signature page follows.]

APPROVED by the Williamson County Board of Health on behalf of the Williamson County and Cities Health District, in its meeting held on the _____ day of _____, 20_____, and executed by its authorized representative.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

Caroline Hilbert, Interim Executive Director

Date Signed: ____2-11-2022_____

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 20_____, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____

EXHIBIT A

WCEMS CHP and WCCHD

Goal: Provide a more robust outreach and follow up for WilcoCare recipients.

Initial recipient focus group:

- Residents of Taylor, Jarrell, Florence, Bartlett, Granger
- Anyone over the age of 60 regardless of residence

CHP actions/items to address with each contact:

- Social Needs
- Medical Needs
- Medical home establishment
- Access to medications
- Understanding of medications and medication safety assessment
- Reliable transportation
- Food stability
- Housing stability
- Access to communication

CHP Enrollment description: Clients will be referred by WCCHD navigators via an electronic form. Each consenting enrollee will be assisted for 30 days. Assistance via phone is acceptable, but a home visit is allowable when needed as well. If at anytime during the enrollment, the CHP finds that the client needs more robust services, they can be transitioned to a traditional CHP enrollment program.

Tasks to complete for implementation:

1. Establish launch date and timeline for program building - complete
2. Meet as needed to establish mutual goals – date set
3. Educate on each program's capabilities and duties – date set
4. Establish any documents and data collection systems
5. Establish MOU/ILA for BOH and Commissioner's court

Action Items as discussed in initial meeting:

1. February 8th – full team meeting to introduce program
2. March 1st – launch date for referrals
3. Establish "system" for referrals and communication (Aunt Bertha platform?)
4. Establish consent for services
5. Process development for identification of clients in need and referrals
6. Documentation database for CHP – partially complete
7. Establish reporting process

Commissioners Court - Regular Session **33.**

Meeting Date: 02/22/2022

Approval of Agreement for County-wide Oracle Enterprise Database License Upgrade from Mythics, Inc. for IT Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Oracle Enterprise Database License Upgrade from Mythics, Inc. in the amount of $112,800.83, pursuant to DIR contract #DIR-TSO-4158, and authorizing execution of the estimate.

Background

Approval of this item will support offices County-wide. The purchase of the Oracle Database Enterprise License is being made on recommendation of Oracle and Mythics, Inc. After an informal audit of our existing Oracle E-Business Suite architecture it was found that the Database Standard Edition licenses that are currently in place are invalid and need to be replaced with the Enterprise Edition Database licenses. The estimate is attached that includes a breakdown of the total cost. This expenditure will be charged to 01.0100.0503.005741 ($92,459.70), 01.0100.0503.004505 ($20,341.13). Department contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Estimate

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/17/2022 08:33 AM
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:35 AM
Form Started By: Erica Smith		Started On: 02/15/2022 12:00 PM
Final Approval Date: 02/17/2022		

MYTHICS

ORACLE Platinum Partner

Emily Mercer
Direct: 804-363-4576
Fax: 757.412.1060
Email: emercer@mythics.com

4525 Main Street. Suite 1500
Virginia Beach, VA 23462

End-User Name: Williamson County

Contact: Minnie Beteille
Email: mbeteille@wilco.org
Phone: (512) 943-1448

Estimate Number: [redacted]
Estimate prepared on: December 6, 2021
Valid through: February 23, 2022

Oracle Licensing and Support

Line Item	Oracle Product Description	Term	Oracle License Type	QTY	License Credit	Discounted Unit Price	Extended Price
1	License Upgrade to **Oracle Database Enterprise Edition**	Perpetual	Processor	2	$8,346.81	$22,146.35	$44,292.69
2	Net New Support: Update Rights and Product Technical Support	12 Months	Processor	2		$5,790.35	$9,744.39
3	License Upgrade to **Oracle Database Enterprise Edition**	Perpetual	Named User Plus	100	$4,472.49	$481.67	$48,167.01
4	Net New Support: Update Rights and Product Technical Support	12 Months	Named User Plus	100		$115.81	$10,596.74
5	Support for Migrating licenses	0 days					$0.00
						Subtotal: License	**$92,459.70**
						Subtotal: Year 1 Support & Update Rights	**$20,341.13**
						Subtotal: Delta Support Through 2/27/23	**$0.00**

Existing Products to Be Migrated / Terminated	Existing Quantity	Existing Metric	CSI
Oracle Database SE	50	Named User - SS	3073528
Oracle Database SE	2	Processor	15492318

Software may be downloaded at: http://edelivery.oracle.com

This quotation is subject to management approval.	***License Total***	**$92,459.70**
	Support Total	**$20,341.13**
	Total Price	**$112,800.83**

***Applicable State taxes will be added unless an exemption is provided.**

***All outstanding invoices for existing support, or current renewals, are still due and require payment**

Additional Information:
This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance and software licensing terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.
Mythics DUNS# [redacted]
Mythics Fed Tax [redacted]
CAGE Code [redacted]
NAICS [redacted]

Support services provided under Oracle's then current technical support policies located at: http://www.oracle.com/support/policies.html
You agree that Mythics has the right to cancel your support due to non-payment. In reliance on your order, Mythics will issue a non-cancellable order with its supplier for software or hardware products ordered. Therefore all orders are non-cancellable. If that renewal is not received the cost will need to be revised.
By confirming, referencing or placing an order based on this quote, you are agreeing that the software products are being purchased for electronic delivery only and hence, is no transfer of tangible property.

License Definitions and Rules: Oracle's License Definitions and Rules (LDRs) are available at https://www.oracle.com/corporate/contracts. Please note the LDRs that apply to an order subject to this quote will be those LDRs in effect at the time Contractor accepts Your order. To fully understand Your license, You need to review the definitions for the licensing metric and term designation as well as the licensing rules.
Media is available for download at no additional cost at http://edelivery.oracle.com/
* Please note that the support for the products listed above will begin when Oracle processes this order. If you have a desired period of performance please make sure to discuss this with Mythics in advance delivering the purchase order.

Migration Terms:
By referencing this document in your order, you agree that:
1. All existing licenses being migrated will be terminated upon the execution of this agreement and those terminated licenses have been migrated into a new license type as defined in the "Migration Summary" above;
2. You will no longer have any right to use the terminated licenses;
3. If your licensing needs increase in the future, you must purchase any necessary license(s) to meet the increased needs; and
4. You will not be permitted to reinstate the terminated license(s).

Purchasing Instructions:
Please include the following statements in your order:
1. This order is placed pursuant to the terms and conditions of DIR-TSO-4158: US-GMA-1889764
2. Payment terms are: License - Net 30; Support - Quarterly in Arrears
3. Mythics Estimate Number: [redacted]
Fax order to 757-965-9486 or email to: emercer@mythics.com

Please note this pricing is subject to final management approval.

Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement.

1. Agreement
This order incorporates by reference the terms of the Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective July 30, 2018 (DIR Contract No. DIR-TSO-4158 Oracle Contract No. US-GMA-1889764) and all amendments and addenda thereto ("agreement"). The defined terms in the agreement shall have the same meaning in this order unless otherwise specified herein.

B. General Terms
1. Summary of Fees
You have ordered programs, hardware, and/or 12 months of technical support services. Listed above is a summary of net fees due under this order. These fees are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes. All fees are due in accordance with Appendix A, Section 8.J of the agreement.

2. Territory
a. The program licenses included on this order are for use in the U.S.

3. Delivery
a. Your purchase order must include the following delivery information: Delivery Contact (Name, email address and telephone number) and Delivery Location (your name, full street address, city and zip code).
b. Oracle has made available to you the ordered programs for electronic download in accordance with the terms of section A of Appendix F of the agreement.

4. Segmentation [This language is consistent with the agreement, Appendix F, Section E (Segmentation) and is required by Oracle to be included on the ordering document for accounting purposes.]
The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

5. Offer Validity
The offer is valid through 2/23/22 and shall become binding as provided for in the agreement. As required in the agreement, your purchase order must be submitted with this ordering document and your purchase order must incorporate by reference this ordering document, which is identified by the number listed in the lower left hand corner of the page.

Williamson County Authorized Signature _____
Name_____
Title_____
Signature Date_____

Mythics, Inc. Authorized Signature T. Scott Davis
Name ~~T. Scott Davis~~
Title ~~Senior Director of Partner Contracts, CCMP~~
Signature Date 2/15/2022

Commissioners Court - Regular Session **34.**

Meeting Date: 02/22/2022

Approval of Contract for Procurement and Implementation Services for computer-aided dispatch system

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the contract between Mission Critical Partners, LLC and Williamson County for development of requirements, expert assistance, and consulting services for computer-aided dispatch system (CAD), mobile data system (MDS) and law enforcement records management system (RMS), in the not-to-exceed amount of $166,800.40, per the proposal pursuant to HGAC Contract #HPO8-21, and authorize the purchase and the execution of the contract.

Background

The Williamson County IT Department has identified the need to utilize the services of a consulting firm to assist in the specification and possible future procurement of a computer-aided dispatch (CAD), mobile data system (MDS) and law enforcement records management system (RMS). Services will be provided for a not-to-exceed amount of $166,800.40. Optional phases have not been included. Mission Critical Partners proposes to deliver services on a per-hour basis based on Houston Galveston Area Council (HGAC) Purchase Contract #HP08-21. Legal and the Auditors have reviewed. Funds are budgeted in FY 22, funding source 01.0100.0503.004100. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MCP Proposal

MCP Standard County Addendum

HGAC Master Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/17/2022 09:56 AM
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:10 AM
Form Started By: Brenda Fuller		Started On: 02/15/2022 12:45 PM
Final Approval Date: 02/17/2022		

Proposal

Computer-Aided Dispatch System Procurement and Implementation Support

November 24, 2021

Williamson County, Texas

MissionCriticalPartners

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Introduction Letter

November 24, 2021

[redacted]
[redacted]
Williamson County
100 Wilco Way
Georgetown, TX 78626

Re: Proposal for CAD System Procurement and Implementation Support

Dear [redacted]:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide Williamson County, Texas (County) with a proposal for computer-aided dispatch (CAD), mobile data system (MDS) and records management system (RMS) procurement and an option for implementation support.

MCP is prepared to serve the County by assisting with achieving optimal delivery of emergency communications and systems-related services. If you have any questions regarding the information submitted, please contact me at [redacted] or [redacted]MissionCriticalPartners.com.

On behalf of our entire team, we stand behind Williamson County to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC

David F. Jones, ENP
Senior Vice President

Your Mission Matters

At MCP, Our Mission Is Simple: To Improve Emergency Response and Justice Outcomes

We are committed to working collaboratively with you to implement successful solutions for your networks, data, and operations. More than just a consultant, we act as trusted advisors to our clients, striving to deliver value, efficiency, and fresh ideas—all while mitigating risk. We are solely focused on the public safety, justice, healthcare and critical communications sectors, and what makes us different is our holistic perspective. A leading provider of data integration, consulting, network and cybersecurity services, our vision is to transform the mission-critical communications and public-sector networks and operations into integrated ecosystems.

More importantly, we stand behind the significance of the work our clients do and how critical their missions are—not just for their organizations, but because their communities are counting on them. While we are proud to have the largest, most experienced team of specialized experts in the industry, our greatest pride comes from applying this expertise to work side by side with our clients to implement the best possible solutions—because the mission matters.

By the Numbers

- Since 2009, MCP has supported 2,200+ projects for 750+ public-sector and critical communications agencies
- We serve clients in 48 states and 95% of the nation's largest metropolitan areas
- Our staff consists of 150+ subject-matter experts, each with an average of 25 years of experience, dedicated to supporting our clients and their missions
- We create significant project cost savings for our clients—often 15%, sometimes more
- More than 90% of our clients remain with us from project to project

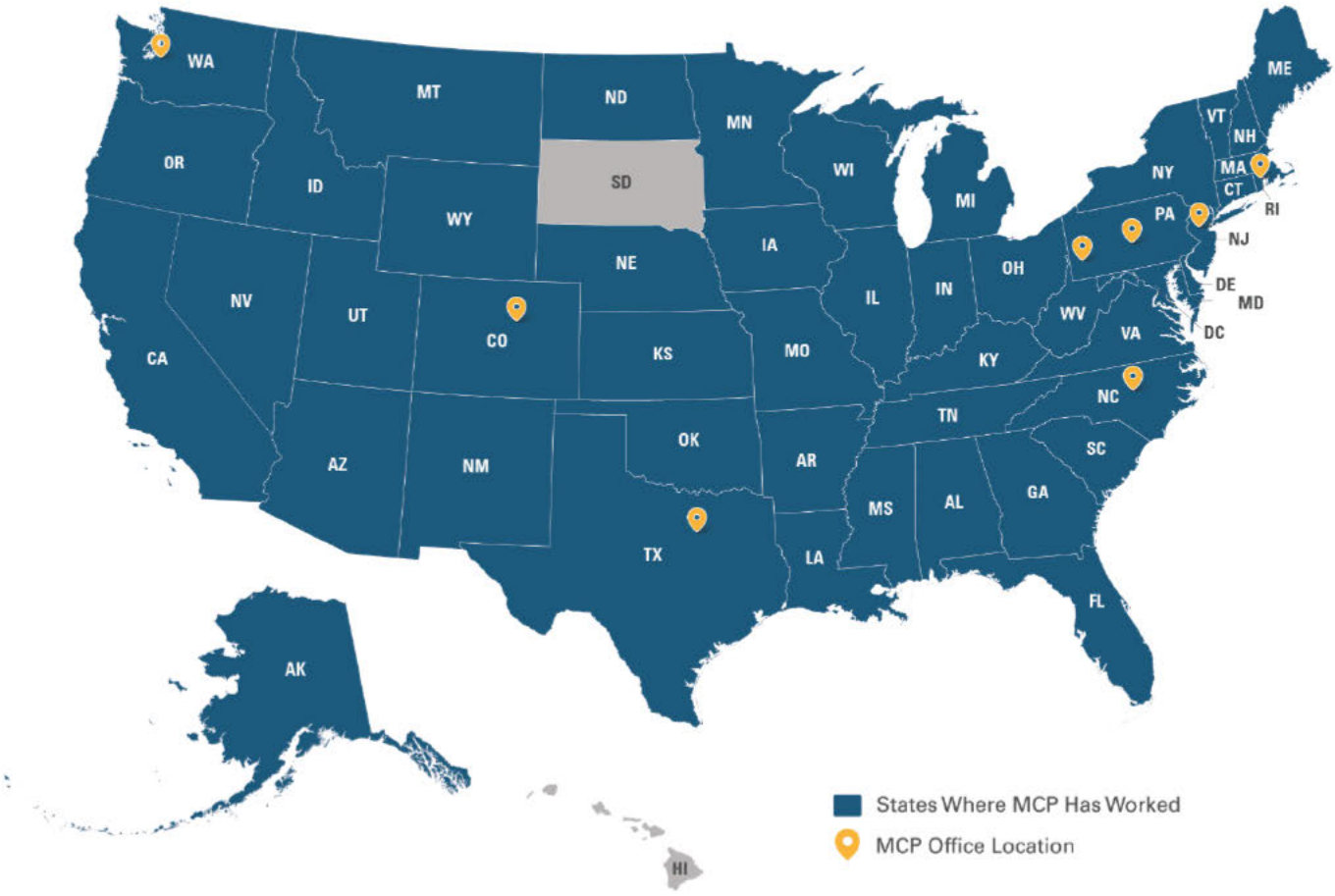
BECAUSE
THE MISSION
MATTERS

MissionCriticalPartners

Nationwide Expertise, Local Insight

Turning Client Goals into Reality

With satellite offices, subject-matter experts, and project managers located across the country, MCP can deliver the right team, with the right experience and expertise, to every client, anywhere in the country.



Corporate Headquarters

690 Gray's Woods Blvd. Port Matilda, PA 16870
Phone: 888-862-7911

Mission Critical Partners Branch Offices

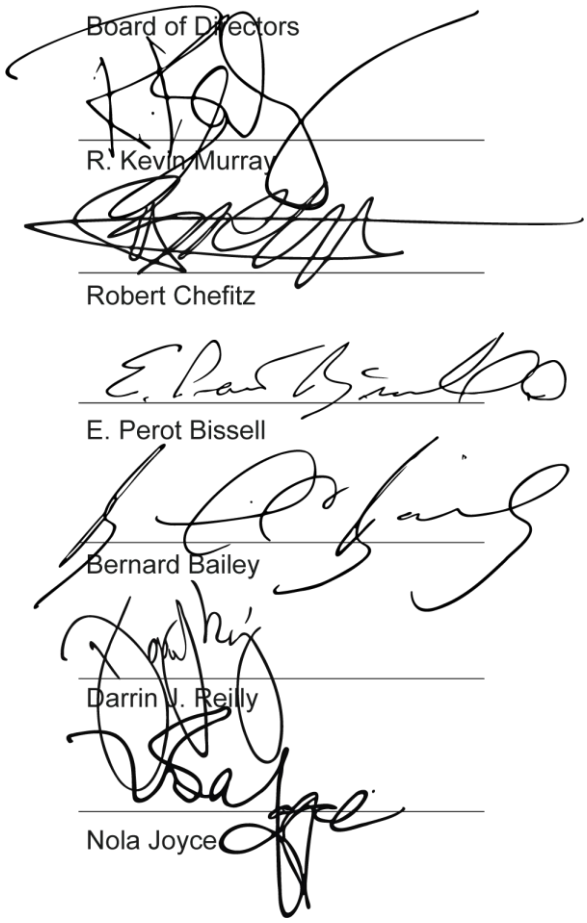
Raleigh, North Carolina
Southlake, Texas
Denver, Colorado
Seattle, Washington
Cranberry Township, Pennsylvania
Providence, Rhode Island
Summit, New Jersey

We’re Committed to Putting our Clients First

Partnering with a firm that brings an independent, objective perspective to every engagement is a top priority of our clients. We stand behind our commitment to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations, and existing technologies. We provide a holistic perspective regarding the entire mission-critical communications ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations always are based solely on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they ultimately are responsible for operating and maintaining, and—more importantly—a successful project that improves outcomes.



Mission Critical Partners understands that this project will be a major expense for Williamson County (County). MCP's rigorous assessment will serve as the foundation for all future system enhancements and will help the County make better-informed decisions in an uncertain environment. We deliver our recommendations in a multifaceted report that encompasses all key system areas to provide a comprehensive picture of an agency's needs.

Our methodology ensures that the County has confidence that the system is not being overengineered and equips you to do more with less by getting the best value from the available budget. MCP has helped clients:

- Lower system maintenance costs by upwards of 20%
- Negotiate savings during the procurement stage that typically ranges from 25% to 40%

Vendor-Neutrality Experience

MCP has vast experience in implementing complex and multidiscipline technology systems, having worked with large (Tier 1), mid-size, and small vendors alike, including, but not limited to:

- Motorola
- Intergraph
- TriTech
- Harris
- AT&T
- Tiburon
- Harris
- AT&T
- SunGard
- Firehouse
- Emergitec
- InterAct
- New World Systems
- Zuercher
- Positron
- VISION
- Aether
- Versaterm
- VisionAir
- Plant
- ESO
- PSSI
- Infor

Monitoring Services

Keeping a mission-critical IT environment running smoothly requires constant attention and the availability of highly specialized staff. Network infrastructure needs to be secure, up to date and operating at peak performance, 24x7. Between the growing number of network devices, identifying and troubleshooting incidents, and managing routine maintenance requirements, public safety agencies find themselves needing support.

Mission-Critical NetPulse® network monitoring services improve network reliability and provide agencies with a greater pulse on their IP network and IT enterprise with technology-agnostic support that spans all aspects of emergency communications.

A proven, trusted partner means proven, trusted success

No one knows the emergency response communications ecosystem better than MCP. We're the proven, trusted partner behind more than 2,200 mission-critical projects. And the trusted expertise of our field engineers and specialists ensures that mission-critical networks across the country are running smoothly and have reduced risk of unplanned downtime.

24x7, independent support, inside and out, and a single point of accountability

NetPulse Advanced monitoring services provide proactive and highly responsive around-the-clock remote support services via a network operations center (NOC) that mitigates, escalates, responds and resolves network incidents quickly. Our field engineers and specialists develop a deep understanding of the client's network environment and coordinate with every key network component provider and vendor involved with the network on behalf of the client, acting as a clearinghouse that manages incidents and events until issue resolution. MCP offers a variety of service plans that provide varying degrees of support—**Essential, Advanced, Secure and Custom.**

A dynamic, integrated view

NetPulse monitoring can provide a holistic, end-to-end view into an agency's entire network and supporting infrastructure, with support available for the following networks and applications:

- Computer-aided dispatch (CAD)
- Records management systems (RMS)
- Telephony
- Environmental site networks
- Microwave
- Call-handling equipment (CHE)
- Emergency Services IP networks (ESInets)
- Fiber-optic
- 911 and administrative servers, databases, router, switches

Unmatched visibility customized to your needs

MCP provides reporting services via **Mission-Critical NetInform® Discover**, a customizable dashboard and web portal that displays detailed visibility and real-time status of all activities impacting network performance and IT infrastructure. This includes status changes, tickets open, average response times, and incident and event status.

MCP also delivers a monthly status report that overviews critical network and IT activities, upcoming maintenance notifications and planned activities, client services, and network engineering support to provide transparent accountability.

Table 1: Sample Monitoring Service

Sample Clients	
Alameda Police Department, CA	Lucas County, OH
Albany/Capital District, NY	Melbourne, FL
Anchorage Police Department, AK	Milwaukee Police Department, WI
Baltimore Police Department, MD	Monterey County, Emergency Communications Center, CA
Brevard County, FL	Monterey County Sheriff's Office, CA
Carson City Sheriff's Office, NV	Montgomery County Sheriff's Office, OH
Forsyth County, GA	New York Metro Transit Authority
Fort Worth, TX	New York State Transit Authority
Harris County Sheriff's Office, TX	Orange County Fire and Rescue Department, FL
Indianapolis, IN	Orange County Sheriff's Office, FL
La Mesa, CA	

Statement of Services

Project Understanding

Mission Critical Partners understands Williamson County, Texas, has identified the need to obtain a professional services consulting firm to assist the County in the procurement of a computer-aided dispatch (CAD), mobile data system (MDS) and records management system (RMS).

On every project MCP leads, our goal is to understand the needs of the client and based on this understanding, develop solutions to meet those needs. Every client and project are unique, with their specific requirements that must be understood to be successful.

MCP will apply our extensive experience and knowledge of public safety software systems in executing the County's project, ensuring the needs assessment, replacement recommendations, and procurement of the County's new systems are successful by utilizing our proven project management processes.

MCP has outlined our approach and solution for the County to support the enhancement of its public safety services. In MCP's experience with similar CAD system replacement projects, we typically divide the level of effort into seven distinct phases:

Phase	Description	Tasks
1	Operational and Functional Needs Analysis and Requirements Outline	• Develop an understanding of the County's operations and the business needs of project stakeholders • Meet with team members/stakeholders to define business processes, functional specifications, and technical requirements • Define the County's interfaces and unique "pain points" to be included in the request for proposal (RFP) and address priorities and future-looking technologies of interest to the stakeholders
2	Specification Writing/RFP Development	• Incorporate MCP's best-practice technical specifications, as well as County legal and procurement requirements into the RFP • Produce a comprehensive RFP document that incorporates specific County issues that must be addressed by the vendor community • Determine specific use-case scenarios and a comprehensive requirements listing
3	System Procurement Process	• Support the competitive procurement process in conjunction with the appropriate County procurement department • Support the proposal-evaluation process with the County • Short-list vendor finalists and lead the use-case demonstrations with select vendors

Phase	Description	Tasks
4	Contract Negotiations	• Assist appropriate County officials, as needed, as they negotiate the vendor contract; provide expertise regarding industry-acceptable contract terms for public safety software systems • Support scope of work, milestone billing and schedule development for inclusion in contract, as appropriate
	Optional Services	
5	System Implementation and Cutover Support	• Provide insight to the County regarding the selected vendor's implementation plan • Collaboratively manage and oversee the vendor's implementation progress with the County staff • Review and critique training plan and delivery • Verify and validate delivery of proposed functionality • Attend and provide support for system cutover • Manage punch list through acceptance period • Support testing and system cutover
6	Technical System Verification	• Load and test operating software and any application software additionally required • Complete a system test of the servers to ensure proper configuration and functionality • Be present for the go-live event to ensure the hardware is functioning properly and the system is operational and stable • Monitor the system to ensure that it is functioning at peak performance levels through system acceptance and that any degradation in system performance is immediately reported to County IT personnel
7	Mission-Critical NetPulse® Network Monitoring Services	• Improve network reliability and provide agencies with a greater insight into their IP network and IT enterprise with technology-agnostic support that spans all aspects of emergency communications • Provide proactive and highly responsive around-the-clock remote support services via a NOC that resolves or escalates network incidents quickly

In the sections that follow, MCP provides a comprehensive analysis of our approach during each phase of the project.

Scope of Work

Phase 1: Operational and Functional Needs Analysis and Requirements Outline

Task 1.1: Project Initiation

MCP will conduct a meeting with the project team and stakeholder representatives to:

- Establish mutual acquaintance
- Clarify roles
- Review and align regarding desired outcomes and deliverables

MCP's project manager (PM) will facilitate the meeting. Prior to the meeting, MCP will review available documentation regarding:

- Current County requirements details
- Documented interfaces
- Desired system architecture and disaster-recovery material
- The County RFP template

Initiation Meeting Review

- *Project and task milestones*
- *Schedules and deliverables*
- *Project budget*
- *System technology*

The County and MCP will use Task 1 to gain a mutual understanding of the County's future vision for its new CAD/MDS/RMS system.

Task 1.2: User and Stakeholder Requirements Gathering

MCP anticipates that after the initiation meeting, we will remain on-site and hold two days of meetings and interviews to review the County's existing functional requirements and determine content that will be incorporated into the final RFP document. During this effort, MCP will facilitate conversations with stakeholders to consolidate requirements. MCP and the County's team will evaluate and determine the following:

- The County functional priorities
- "Pain points" of the existing system and County-specific problem statements
- Future-facing technologies and best practices for inclusion into the RFP

In addition, with MCP's input, the County will develop use cases for future reference and demonstration purposes.

As determined between the County and MCP, follow-up discussions, if necessary, will be held with the staff to gain a better understanding of issues identified during the initial on-site visit. Follow-up conversations will collaboratively look at the use cases developed with MCP's assistance to ensure that they are relevant to the RFP document and can serve in the demonstration step, referenced later in this document.

Analysis of the County's documentation generally will fall into several specific areas of investigation. The team will review the consolidated requirements of the public safety answering point (PSAP) during this phase to ensure that the approach is sufficient to capture data in key focus areas.

MCP will collaborate with the County to ensure that all necessary systems are properly represented in the County's RFP document. These can include, but are not limited to:

- CAD
- MDS
- Law Enforcement RMS
- Automatic vehicle location (AVL)/mapping
- 911 call-handling equipment (CHE)
- Additional existing and desired interfaces

MCP is committed to a holistic approach that helps Williamson County deploy integrated data-sharing solutions that promote communications interoperability and improve collaboration among the County agencies, with the end goal being improved emergency response outcomes.

As MCP works with the County on the RFP document, we also will provide insight into the RFP's language regarding vendor scope of work, maintenance, and service level agreement (SLA) management, defining use-case descriptions for vendor demonstrations and other general proposal best practices. Additionally, MCP will provide problem statements, considering the information exchanged during this phase, which will be introduced into the RFP document.

Deliverables:

- Project initiation meeting
- Updates and recommendations to the County's initial RFP document

Task 1.3: Vendor Due Diligence (Optional)

MCP has worked with many clients that want to engage the vendor community prior to initiating their procurement process to gain a better understanding of what is currently available in the public safety marketplace. The sessions allow stakeholders to observe, in a software demonstration session, the common features, system functionality, data exchange capabilities, and overall look and feel of the software. These are typically conducted by inviting vendors to participate in one-on-one demonstrations for a two- to three-hour window in successive days. MCP will work with the County to host such an event and will assist with scheduling, preparing the agenda, and facilitating the sessions on the County's behalf. MCP has included this task as an option in our pricing table under the assumption that it will occur over a three-day time span with no more than six vendors participating.

Phase 2: Specification Writing/RFP Development

Once requirements and the problem-statement outline are completed, MCP and the County core team members will update the RFP document and prepare it for release. The RFP document will be updated to address and define the systems and subsystems to be procured as part of an integrated CAD/MDS/RMS system.

The functional design and specifications that are developed from Phases 1 and 2 includes standards-based, statutory, and regulatory requirements. In this regard, MCP draws from many sources including, but not limited to:

Industry Standards
• Law Enforcement Information Technology Standards Council (LEITSC) • American National Standards Institute (ANSI) • Telecommunications Industry Association (TIA) • Association of Public-Safety Communications Officials (APCO) • National Emergency Number Association (NENA) • Americans with Disabilities Act (ADA) • National Fire Protection Association (NFPA) • Regional codes and standards • Local application of standards • State regulations

MCP will provide insight and recommendations regarding components of the RFP document, including:

- The functional specifications desired in the system(s) to be procured
- The procurement process and conditions, to include the County-required terms and conditions
- The system requirements, content and format of vendor proposals, so that the proposals received are uniform, cost-competitive, technically acceptable, and support a thorough and balanced evaluation process
- Introductory information for the proposer about the procurement process
- Other requirements
  - Project management
  - Configuration, implementation, and acceptance testing
  - Training programs and courses
  - Warranty and service/support capability requirements
  - Lifecycle—total cost of ownership requirements
- Cost proposals
  - Itemized equipment costs
  - Software licensing
  - Labor costs and rates
    - Data conversion, if applicable
    - Implementation
    - Project management
  - Training
  - Software maintenance costs
  - Hardware maintenance costs, if applicable
  - SLA response and restoral times

Deliverable:

- Final County RFP document

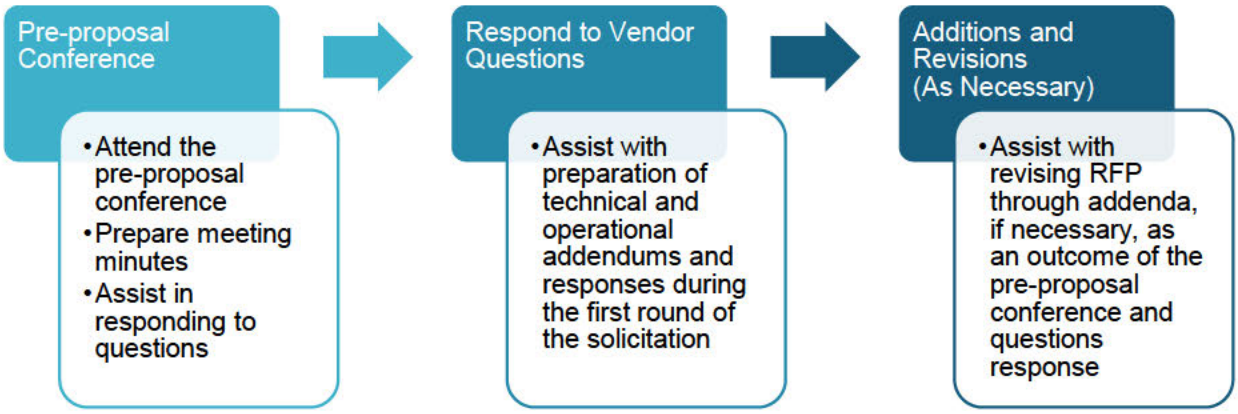
Phase 3: System Procurement Process

The MCP/County team will meet to confirm and finalize the County's decisions regarding the proposal-evaluation process for the future public safety systems. The intended outcome of this phase is for MCP to provide services to augment the County's planning and execution of the CAD/MDS/RMS system purchase. MCP will utilize its extensive experience in:

- Reviewing vendor proposals
- Identifying critical issues, concerns, and discrepancies
- Inquiring about alternative solutions based upon the vendor's software platform
- Judging the validity of the proposed costs

MCP's evaluation methodology and toolset have been reviewed by numerous state, city, and municipal procurement offices and legal teams throughout the country. Our ability to modify our existing processes and evaluation tools makes the process of scoring much more efficient for the County, as well as your procurement and legal representatives.

MCP understands the criticality of maintaining a fair and thorough vendor proposal-evaluation process for selection of the solution that best meets the County's business needs within the budget parameters. The key initial procurement processes and activities after RFP issuance include:



Task 3.1: Proposal Evaluation

Review of Vendor Proposals

MCP will support the County in its evaluation of proposals from responding vendors and provide technical support throughout the procurement process. In conjunction with the County personnel, MCP will participate in the review and evaluation of proposals concerning compliance with the RFP's requirements. MCP will:

- Review proposals and provide a summary evaluation to identify noncompliant responses
- Provide technical and administrative consultation during the proposal-evaluation and vendor-selection processes, utilizing our evaluation matrix to efficiently track the review effort
- Assist with drafting questions to vendors

- Attend an interim evaluation meeting to discuss outstanding issues, as well as a follow-up meeting to review findings and conclusions

Vendor Use-Case Evaluation Demonstrations

MCP will assist the County with conducting vendor use-case evaluations of the top two vendors' solutions, using scenarios crafted specifically for the County and, if desired, using the County-provided data.

The MCP team will prepare a use-case evaluation schedule and assist in the development of all use-case evaluation scripts in cooperation with the County. MCP will facilitate use-case evaluations for up to two vendors to demonstrate their public safety software solutions to the County stakeholder team. MCP has budgeted one MCP resource to be on site to facilitate the two-day evaluation for each vendor.

After completion of the vendor use-case demonstrations, MCP will facilitate a meeting with the evaluation committee to discuss the demonstrations and socialize the benefits and shortcomings of each vendor's system.

MCP will provide scoring documentation to allow evaluators to judge vendors in a fair and impartial nature. MCP will subsequently lead the evaluation team meetings to decide on the top selected vendor. If necessary, MCP will develop best and final offer letters to the top two vendors for further financial benefit.

Evaluation Committee Presentation

MCP will provide a presentation of the recommendation to stakeholders and County officials. This is important to ensure that all stakeholders are kept informed regarding the procurement process and the criteria that led to the selection of the vendor.

Phase 4: Contract Negotiations

MCP will support the County's efforts during contract negotiations by specifically focusing on the vendor's statement of work and the payment milestones established as part of the contract. The appropriate County resources will be responsible for negotiating the contract with the selected vendor.

Once an initial contract is received from the vendor, MCP personnel will:

- Review the contract documents and provide comments regarding the contractual language, scope of work, and line-item pricing that is provided by the vendor
- Redline vendor-supplied software license and maintenance agreements to provide the County with a foundation as to what should be, and should not be, accepted within the vendor contract agreement

Optional Implementation Services

Phase 5: System Implementation and Cutover Support

MCP will provide support to the County throughout the public safety software implementation process. MCP understands the installation of the new CAD/MDS/RMS solution must be completed in a manner that results in minimum disruption of activities and limited disruption of dispatching services.

MCP's deployment support focuses on assisting the County in overcoming the barriers of success typically found in public safety technology projects. MCP will assist the project team and selected vendor(s) in the development of a single, integrated plan that encompasses all activities required to deliver success for the system implementation. Our goal is to support the County during deployment ensuring:

- Compliance with contract requirements and timelines
- Development of test plans and scripts designed to demonstrate functional fulfillment of the technical requirements
- Oversight of all activities associated with the installation of the CAD solution
- Review and approval of all milestone payment certificates
- Review and approval of project change orders, if necessary

MCP will:

- Serve as the County's advocate and participate in vendor kickoff and planning meetings
- Provide installation oversight
  - Periodically provide personnel on site during the installation process
- Work with the County and the vendor to develop a punch list of:
  - Issues
  - Roadblocks
  - Software defects
  - Items that fail to conform to the published technical specifications
- Support system cutover, acceptance testing, and final system approval
  - Resolve issues prior to MCP authorizing system acceptance and release of final vendor payment

MCP will support the County in planning, configuring, installation, testing, and go-live activities. Typical responsibilities of the MCP team during this phase can include support such as:

- General project management
- Schedule coordination and integration oversight between the vendor and the County
- Review of vendor documentation for approval by the County
- Maintenance of the requirements matrix to document delivery of all contracted items and features
- Identification of discrepancies between the vendor, the County, and third-party system elements
- Technical representation during functional, integration, and interface acceptance testing
- System transition and post-cutover reliability testing
- Punch list development and open item resolution
- Review of as-built documentation
- Assistance with coordinating vendor and the County's delivery of training
- Recommendation regarding system acceptance

Phase 6: Technical System Verification

Working collaboratively with the County's IT resources, MCP's role will be to provide third-party verification that the system hardware configuration and operating system, along with the network infrastructure, are operating as specified by the selected vendor. This effort will involve conducting system performance and throughput tests to be accompanied by the vendor's agreement that the system has met its requirements and is ready for operation.

During this process, MCP will load system monitoring software that will detect and measure system performance while the system undergoes testing, loading of applications software and interfaces, as well as other activities, such as end-user training and disaster-recovery testing.

Phase 7: Mission-Critical NetPulse® CAD Monitoring Services

Mission-Critical NetPulse network support services are customizable to an agency's needs and budget. What remains consistent is our level of responsiveness. MCP is committed to delivering a high quality of service that exceeds service level expectations.

CAD monitoring services provide proactive and highly responsive, around-the-clock remote support services via a NOC that mitigates, escalates, responds, and resolves CAD server and CAD network issues quickly. Our field engineers and specialists develop a deep understanding of the client's network environment and coordinate with every key network component provider and vendor involved with the network on behalf of the client, acting as a clearinghouse that manages incidents and events until issue resolution.

The NetPulse Advanced CAD program includes a comprehensive set of services:

- Establish a secure connection between the agency system and MCP's NOC
- Maintain user guide, including contact information and help desk instructions
- Provide a help desk to answer your questions, provide advice, and solve problems
- Dynamically collect status information
- Set thresholds for alerts
- Monitor the status of systems and networks (see below for details)
- Respond when something needs attention
- Assist with operating system and application updates
- Analyze and report on conditions—provide monthly reports on routine matters and immediate reports on critical conditions
- Provide recommendations to keep systems and networks functioning properly
- Serve as an advocate for the agency when dealing with multiple support providers
- Deploy staff when on-site services are needed

NetPulse Advanced CAD monitoring includes Tier One and Tier Two Incident Management services. Our NOC personnel accept, ticket, triage, and work to resolve each network incident as they occur. Should a device exceed a threshold such that an alarm is generated, the following will occur:

1. Alert, with a corresponding explanation, device identification, timestamp, will appear in the network and device health dashboard.
2. All individuals designated by the client will be notified via email and short message service (SMS).
3. MCP's NOC will receive notification and will initiate initial triage.
4. MCP's NOC will initiate actions to remediate failure. These actions will include, but are not limited to:
    a. Initiate hardware maintenance/repair process
    b. Initiate remediation of the event with fiber vendor, if applicable
    c. Coordinate other necessary actions with the County

Systems and Network Monitoring

NetPulse Advanced monitoring utilizes a server to collect and transmit data to the MCP NOC. The following are representative of the conditions monitored:

Server Monitoring	Network Monitoring
• Virtual environments • Processor and memory utilization • Disk utilization • Services • Print queues • Error reports • Event logs • Time sync • Backup logs • Logs for high availability disk arrays	• Device status (up/down) • Average response time (ping) to device • Packet loss to device • Processor utilization • Memory utilization • Port utilization

In summary, MCP monitors the environment and engages as soon as a detected issue requires attention.

Problem Resolution for CAD/RMS

As issues are identified, MCP's CAD services team follows a triage model, working along with your staff, to isolate the matter into one or more of the following categories:

- Application
- Hardware
  - Server
  - Storage
  - CAD workstation
- Database
- Virtualization
  - Network
  - Remote systems and interfaces (not being monitored)

Once the issued is assessed, MCP will resolve the issue or engage your staff and the other parties involved. We will monitor the status until the matter has been resolved.

Communications and Reporting

Critical issues and conditions are communicated to the agency immediately. The other monitoring results are reported monthly, at a minimum. The monthly reports include:

- All issues detected
- Corrective actions taken
- Summary of tickets created
- Review of system performance and utilization
- Link to a customized dashboard
- Required site actions

In addition to these communications, MCP will assist in organizing monthly status calls that are attended by a wide range of stakeholders, including representatives of management, the primary users within the agency, the applications provider, IT support personnel, and others.

Help Desk

NetPulse Advanced monitoring includes a comprehensive telephone support desk which is available for reporting issues, requesting services, solving routine matters, and answering questions during normal working hours.

The help desk and support are available 24x7x365 for critical matters.

Prerequisites

The success of NetPulse Advanced is based upon the condition and capacity of the environment to support the requirements of the application systems. It also is based upon MCP engineers having an in-depth understanding of the requirements and the environment. MCP will take the following steps in establishing the NetPulse Advanced program:

1. Conduct a system assurance review (SAR) to assess the requirements and operating environment and identify vulnerabilities that can contribute to problems
2. Work with the agency to develop a plan to remedy deficiencies and optimize the environment

Agency Support and Facilities

The following are needed for MCP to monitor and perform troubleshooting triage of the systems and network:

- Remote access to the site using a virtual private network (VPN) or other secure access facility
- A server to support monitoring – can be a virtual machine
- Ability to send email alerts and reports from the monitoring system to MCP
- Agency contact to assist in coordinating support services
- On-site assistance during triage and other problem-solving activities

Proposed Timeline

The following figures detail our proposed schedule. Please note, the Phase 1 start date is estimated and can be adjusted to the County's preference.

Task Name	Duration	Start	Finish
Phase I – Needs Assessment	60 days	1/3/22	3/25/22
Phase II – Specification Writing/RFP Development	60 days	3/28/22	6/17/22
Phase III – Procurement Process	100 days	6/20/22	11/4/22
Phase IV – Contract Negotiations	40 days	11/7/22	12/30/22
Contract Executed	0 days	12/30/22	12/30/22

Figure 1: Proposed Schedule

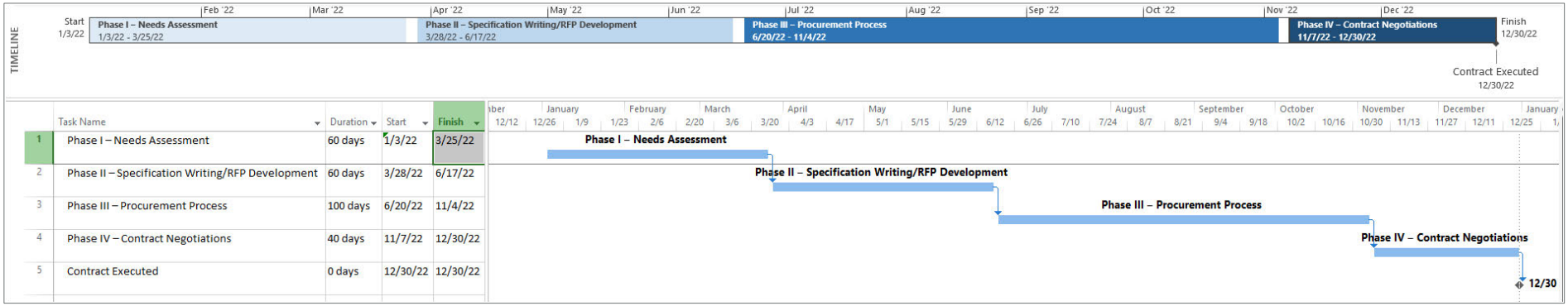


Figure 2: Gantt Chart

Project Methodology

The MCP approach will apply the Project Management Institute (PMI) principles to develop a disciplined project plan for:

- Risk management
- Communications
- Resource allocation
- Scheduling
- Quality assurance of deliverables

This is accomplished by our senior staff working closely with the County's project team in developing the right project approach for your agency and stakeholder community. Once fully defined with the County, this plan will serve to drive the project throughout its lifecycle.

Project Management

MCP will utilize industry-recognized tools (e.g., MS Project, Deltek VantagePoint) to develop and maintain the overall project schedule, as well as track project costs. MCP's PM will provide regular monitoring of the schedule as the project progresses and identify any potential issues between scheduled and actual progress.

A key element of the project plan is the monitoring of project status and interactive communication with the County. MCP's PM will be responsible for establishing the parameters of status reports and interaction with the County and stakeholders; activities may include, but are not limited to:

- Coordinate routine status calls and ad hoc meetings and conference calls as required
- Manage project master schedule with milestones
- Provide project administration including:
  - Accept, route, and distribute project communications
  - Develop schedule and monitor activities
  - Provide written status reports, as needed
  - Contractual compliance monitoring
  - Record keeping
  - Cost tracking
- Provide periodic progress reports and presentations to the executive, senior staff, elected officials, and project advisory committees as identified in the scope of work.

As your selected consultant, MCP will interactively work with the County project management team to fully develop an updated schedule during the kickoff meeting. Updates or changes to the project schedule, as needed, will be performed by MCP's PM, based on the approval of the County designated project lead.

Project Team

With more than 150 staff members, MCP's specialized professionals are integral members of our team:

MCP's Specialized Professionals
• Former executive directors and public safety managers • Consolidation and technology specialists • Facility and staffing experts • Emergency Number Professionals (ENPs) • Technology, forensic, and policy specialists • Project Management Professionals (PMPs)

MCP will support this project with 100% internal staff to protect the County from the risk of 1099 staff or subcontractors that could delay project initiation, delivery or create contractual issues over responsibilities. The figure below identifies the key team members from our staff that we plan to assign to this important project.

Organizational Chart

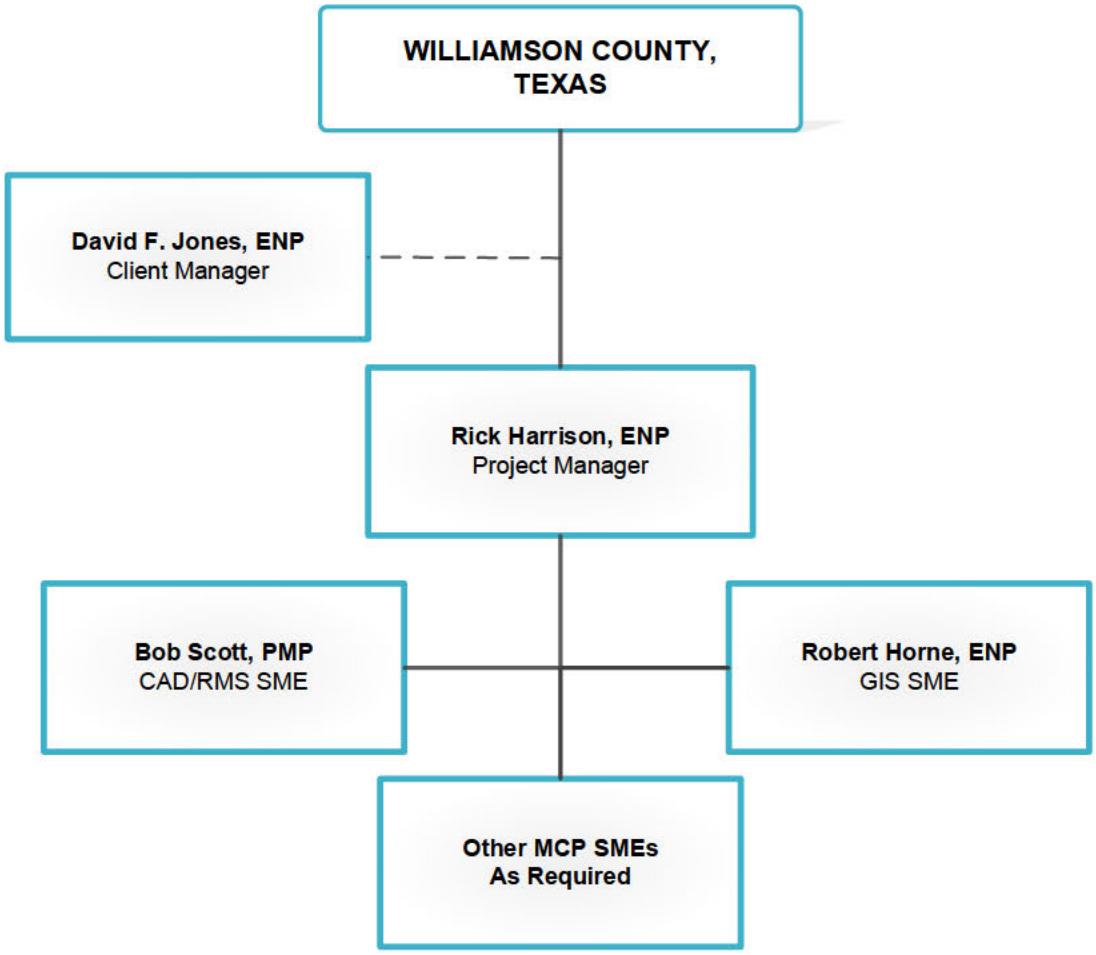


Figure 3: Project Team

Each team member brings a unique skill set and depth of experience in radio system needs assessment. Additional resources and subject matter experts are available also, as we are a full-service firm focused on all aspects of public safety communications.

Resumes

Resumes highlighting our qualifications and experience performing CAD services are included on the following pages.

David F. Jones, ENP

Co-Founder, Senior Vice President, Director of Strategic Accounts, Mission Critical Partners

David provides executive-level consultative services and expertise on matters related to NG911, government affairs, public policy, and legislation. He is an internationally known subject matter expert on 911, NG911, and emergency services. He has advocated for emergency services-related issues throughout North America, as well as in Asia, South America, and Europe. While serving as president of NENA, he testified before the United States Senate Commerce Committee on issues pertaining to 911 and next generation telecommunications networks. David was among the first in the nation to be certified as an ENP and has more than 25 years of experience in the public sector having administered, directed, managed, and operated emergency service agencies and 911 departments. Areas of specialization include:

- Client management ensuring client expectations are met for success
- Program management support and executive-level consultative services

Representative Experience

State/Regional Experience

- Arizona—FirstNet-related support, NG911 planning and implementation, executive-level support
- Association of Central Oklahoma Governments (ACOG)—NG911 design, acquisition and deployment
- California—Leadership development/NG911 training
- Colorado—911 Resource Center NG911 system review
- Kansas—NG911 support
- Michigan—Public safety broadband
- Minnesota—Statewide 911 implementation, technology support, procurement support
- Nebraska—Public Safety Commission NG911 study, professional general consulting
- New Mexico—NG911 Planning and Implementation support
- Oklahoma—NG911 support
- Tennessee—Emergency Communications Board Technology consulting
- Texas—Commission on State Emergency Communications (CSEC)—ESInet facilitation
- North Central Texas Council of Governments (NCTCOG)—911 master planning, executive mentoring, GIS assessment, NG911 implementation and PSAP feasibility study
- Lower Rio Grande Valley Development Council, TX—NG911 migration support

City/County Experience

- Horry County, SC—911, NG911 and radio support
- Shelby County, TN—911 District
  - Memphis Police Department—CAD consulting automatic vehicle location (AVL) procurement assistance, and radio procurement
- Charleston County, SC—Public safety system review and ESInet
- Calhoun and Talladega Counties, AL—Radio system governance and related legislation
- Tarrant County, TX—911 District customer premise equipment (CPE) review and implementation and Regional Interoperability Communications Committee (RICC) study
- Dallas, TX—NG911 System Planning/911 CPE replacement
- San Francisco, CA—911 system replacement
- Spartanburg County, SC—Director, Emergency Services – 911, Emergency Management Agency, Fire Marshal, and Emergency Services Training Academy

Industry Experience

37 years

Education

B.A., Political Science, Wichita State University, KS

Certifications

Emergency Number Professional (ENP)

Associations

National Emergency Number Association (NENA)

NENA, President, 2005-2006; Executive Board, 2001-2007

Association of Public-Safety Communications Officials (APCO)

Industry Council for Emergency Response Technologies (iCERT) Executive and Policy Committee

Awards

"Order of the Palmetto," by South Carolina Governor, October 2005. Highest civilian award in the State for "efforts to improve emergency services and communications"

Richard B. Harrison, ENP

Technology Specialist, Mission Critical Partners

Rick brings extensive telecommunications experience in the public safety sector. His accomplishments include managing large, complex projects and programs, including development of a CAD system that resulted in a national product, initiating a text-to-911 program and implementation of a P25 radio system. Rick also has a 30-year career and background in the fire/EMS service as a former fire chief and EMS provider. He serves as a technology and CAD SME.

Representative Experience

State/Regional Experience

- Pennsylvania Emergency Management Agency (PEMA)—Supported data gathering and reporting for statewide PSAP assessment
- PEMA—NG911 project
- Illinois—NG911 feasibility study
- Northern Virginia Emergency Response System (NVERS)—Fire and EMS assessment
- Tri-Com Central Dispatch, IL—Technology assessment and strategic plan

City/County Experience

- Atlanta, GA—CAD procurement for police and fire
- Philadelphia, PA—CAD procurement for police and fire
- Montgomery County, PA—Technology project management for law enforcement records management system (RMS)
- Hillsborough County, FL—Fire and Rescue Department CAD procurement
- Hamilton County, OH—Communications center assessment
- Charles County, MD—Fire and EMS assessment
- Harford County MD—EMS organizational analysis
- Durham, NC—Police department headquarters complex relocation
- Orange County, VA—Emergency communications consolidation assessment
- Richmond, VA—PSAP assessment and strategic plan development
- Adams County, CO—PSAP assessment
- Orange County, CA—PSAP assessment
- San Bernardino, CA—EMS optimization analysis
- Cobb County, GA—Technology assessment and strategic plan
- El Paso Teller Authority, CO—Regional CAD solution

Additional Experience

- Lancaster County, PA—Countywide communications
  - Served as operations manager, primary supervisor, assistant supervisor dispatcher—police, fire and EMS
  - Assisted in the development of three different CAD systems
  - Planned and oversaw PSAP re-location and renovation of 911 Center
  - Managed PSAP daily operations and development of policy and procedure
  - Developed field communications vehicle and subsequent policies for response
  - Supported P25 radio system project from development of infrastructure to subscriber equipment to code plug development
  - Worked with EMS agencies to align with the Commission on Accreditation of Ambulance Service (CAAS) and to assist them with station locations and system status management

Industry Experience

42 years

Certifications

CJIS Level 4 Security Awareness Certification

Emergency Number Professional (ENP)

Certified Pennsylvania 911 Supervisor

Emergency Management Certification

Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

South Central Task Force Communications Sub-Committee

Board Member Lancaster County Fire Chiefs—Present Treasurer

Lancaster City—County Crime Stoppers

Robert J. Scott, PMP

Senior Technology Specialist, Mission Critical Partners

Bob served the Pennsylvania State Police (PSP) for 26 years where he had the opportunity to serve as a project manager for many large public safety technology projects and leveraged that experience into a successful career as a public safety consultant/project manager. For ten years in the private sector, Bob has led and been a senior technical resource on many public safety projects including public safety software systems procurements and radio system implementations.

Representative Experience

State/Regional Experience

- Pennsylvania State Police—Records management, CAD, mobile data systems replacement project, Project Manager, prepared comprehensive functional requirements, developed RFP for publication and managed a rigorous vendor evaluation which led to vendor selection
- Pennsylvania Emergency Management Agency (PEMA)—NG911 support and management information system procurement
- Pennsylvania Turnpike Commission—Project manager for public safety radio system RFP
- Northwest Central Dispatch, IL—CAD/Mobile Data/Law RMS/Fire RMS procurement.
  - RFP development facilitate vendor selection, contract negotiations, and implementation oversight
- Tri-Com Central Dispatch, IL—CAD/Mobile Data System technology assessment and Strategic Technology Plan, Project Manager, business needs assessment, RFP development, and contract negotiations
- Ohio—Statewide Ohio E911 PSAP Consolidation Assessment
  - Served as a lead technical writer for E911 PSAP Consolidation Assessment report and conducted PSAP site visits interviewing Ohio PSAP directors and dispatch staff

City/County Experience

- Philadelphia, PA—CAD/Mobile Data systems RFI development, functional specifications, use-case demonstrations facilitator, vendor selection and contract negotiations
- Philadelphia, PA—Fire RMS and personnel accountability system RFP development
- Atlanta, GA—Records management implementation consultant
- Chicago, IL—CAD/Mobile Data systems RFP development, vendor evaluation and use-case demonstrations facilitator, and support of contract negotiations
- Frederick County, MD—CAD/Mobile Data/Law RMS/JMS Procurement, RFP development and facilitate vendor selection
- Adams County, CO—PSAP assessment of Adams County Communications Center, assessed PSAP technology, staffing, facility and operations and provided recommendations to enhance services and better utilize resources
- Hamilton County, OH—Communications center efficiency study and funding analysis
- Richmond, VA—PSAP assessment and strategic plan
- Orange County, VA—Emergency communications consolidation feasibility assessment
- Adams County, PA—Project manager on 800 MHz public safety radio system project, negotiated separate contracts with radio, microwave and tower site vendors, and oversight of 19 radio tower site implementation
- Montgomery County, PA—Project manager for countywide 700/800 MHz radio system assessment and APCO P25 Phase II feasibility study

Industry Experience

36 years

Education

Pennsylvania State Police Academy

B.S., Criminal Justice, University of Scranton, Pennsylvania

Certifications

Project Management Professional (PMP)

Associations

Project Management Institute (PMI)

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

Robert Horne, ENP

Senior Technology Specialist, Mission Critical Partners

Robert has built a long and successful career fostering prosperous relationships between local, regional, state and federal GIS programs in the interest of interoperable public safety. Robert has experience with integrating people, processes, systems, and data into 911 PSAPs, EOCs, fire and police command centers and fusion centers across the country. Areas of specialization include the performance of strategic consulting tasks, including information gathering, needs analysis, application definitions, strategic and implementation planning, data modeling, business process reengineering and standard operating procedures development.

Representative Experience

State/Regional Experience

- Maryland 911 Board—NG911 Spatial Interface (SI) data analysis and readiness assessment and statewide NG911 GIS strategic plan and implementation support
- Pennsylvania Emergency Management Agency (PEMA)—NG911 GIS strategic plan and state-wide implementation coordination
- Virginia Information Technologies Agency (VITA)—GIS needs analysis and implementation planning and NG911 strategic planning roadmap
- Nebraska Public Service Commission (NPSC)—NG911 strategic planning and GIS support and wireless integrity testing
- Arizona 911 Program—NG911 GIS strategic plan and state-wide education and outreach to local GIS
- Minnesota Department of Public Safety, Emergency Communications Networks—NG911 strategic planning and GIS support
- Pennsylvania Region 13 Task Force—NG911 GIS readiness gap analysis and five-year strategic plans for each of the 15-member jurisdictions and the region
- National Capital Region (NCR) Urban Area Security Initiative (UASI)—Developed NCR Geospatial Data Exchange (GDX) for real-time emergency geospatial data sharing across the Tri-State region and regional NG911 spatial interface development coordination
- Central Texas Council of Governments (CTCOG)—911 data and process assessment
- North Central Texas Council of Governments (NCT9-1-1)—GIS needs analysis and implementation planning, staffing plan and training, and NG911 gap analysis and transition plan
- District of Columbia Homeland Security and Emergency Management Agency (HSEMA)—As regional GIS lead, developed GIS for EMA program and supported 3 presidential inaugurations, 78 federal national security special events, and more than 100 natural and human-created disaster activations
- Washington, DC—Washington Regional Threat Analysis Center (WRTAC)—Created and managed geospatial intelligence program and provided—for official use only and classified analysis of law enforcement—health and homeland security data for steady-state, national security events and emergency operations

City/County Experience

- Atlanta, City of, GA—CAD and GIS data cleanup, integration and migration support
- Fairfax County, VA—NG911 GIS readiness assessment project support
- Carroll County, MD—NG911 GIS readiness assessment and data improvement
- Charles County, MD—Fire and EMS assessment and strategic plan
- Burke County, NC—NG911 GIS readiness assessment project management
- Wake County, NC—Emergency management study and gap analysis

Industry Experience

29 years

Education

B.S., Computer Science, Business Information Systems, Columbia Southern University, AL

Certifications

Emergency Number Professional (ENP)

Federal Emergency Management Agency (FEMA) Emergency Management Institute, Certified Emergency Operations Center Manager

The State of Florida, Disaster Recovery Operations (G385) "Train the Trainer

Associations

National Emergency Number Association (NENA)

Maryland State Geographic Committee (MSGIC)

Experience

MCP's CAD/RMS Experience

Client	CAD Assessment	CAD Procurement	CAD Implementation	RMS	JMS	CAD Monitoring	RMS Monitoring	CAD/RMS Maintenance/ Monitoring
Adams County, CO				✓				
Addison, Village of, IL		✓	✓	✓				
Albany/Capital District, NY			✓	✓				✓
Allen, TX	✓	✓						
Amarillo, TX	✓	✓						
Anchorage, AK				✓				✓
Atlanta, GA			✓	✓				
Aurora, CO		✓	✓					
Baltimore, MD	✓					✓		
Beaver and Washington Counties, PA		✓	✓			✓		
Brevard County, FL				✓				✓
Carson City, NV				✓				✓
Centre County, PA		✓		✓				
Charleston County, SC		✓		✓	✓			
Chicago, IL		✓						
Delaware, State of	✓	✓	✓	✓				
Delaware County, PA[1]	✓	✓	✓					
Denton, TX	✓	✓	✓	✓				
Des Moines, IA	✓	✓	✓	✓				
El Paso Teller, CO			✓					

[1] CAD-to-CAD, Bucks, Montgomery, Delaware and Chester counties and the City and County of Philadelphia

Client	CAD Assessment	CAD Procurement	CAD Implementation	RMS	JMS	CAD Monitoring	RMS Monitoring	CAD/RMS Maintenance/ Monitoring
Emeryville, CA	✓			✓				
Fairfax, VA	✓							
Forsyth County, GA				✓				✓
Frederick County, MD	✓	✓		✓	✓			
Fulton County, GA	✓					✓		
Gwinnett County, GA						✓		
Harris County, TX								✓
Hawthorne, CA				✓		✓		
Hillsborough County, FL	✓	✓	✓					
Indiana County, PA[2]		✓	✓					
Indianapolis, IN						✓		
Jefferson County, MO	✓							
Lake County, IL		✓		✓	✓			
La Mesa, CA						✓		
Lucas County, OH						✓		
Melbourne, FL						✓		
Memphis, TN	✓	✓	✓					
Milpitas, CA				✓				✓
Milwaukee County, WI	✓					✓		
Monterey County, CA						✓		
Montgomery County, OH				✓			✓	

[2] Indiana, Armstrong, Greene, Fayette, and Somerset counties

Client	CAD Assessment	CAD Procurement	CAD Implementation	RMS	JMS	CAD Monitoring	RMS Monitoring	CAD/RMS Maintenance/ Monitoring
National Capital Region[3]	✓							
National Institutes of Health	✓			✓				
New York Metropolitan Transit Authority				✓			✓	
New York Thruway Authority						✓		
North Texas Emergency Communications Center		✓	✓					
Northwest Central Dispatch, IL	✓	✓	✓	✓				
Orange County, FL			✓	✓				✓
Philadelphia, PA	✓	✓						
Polk County, FL								✓
Raleigh, NC						✓		
Region 13, PA[4]	✓	✓	✓					
Sacramento Regional Fire Authority, CA				✓				✓
Salt Lake City, UT	✓							
San Antonio, TX	✓							✓
San Francisco, CA								✓
San Jose, CA				✓				
Sedgwick County, KS		✓	✓	✓	✓			
Shelby County, TN	✓	✓	✓					
St. Mary's County, MD	✓	✓						

[3] CAD-to-CAD
[4] Butler, Lawrence, Mercer, and Venango counties

Client	CAD Assessment	CAD Procurement	CAD Implementation	RMS	JMS	CAD Monitoring	RMS Monitoring	CAD/RMS Maintenance/ Monitoring
Taylor, TX		✓	✓					
Tulsa, OK	✓	✓						
University of Pennsylvania				✓				
Venango County, PA								✓
Wake County, NC	✓	✓						
Wichita Falls, TX	✓	✓		✓				

Relevant Project Experience

MCP's proven record of success with CAD/MDS/RMS projects is detailed on the following pages.

City of Denton, Texas

Service Provided: CAD and RMS Procurement and Implementation Support

[redacted]

Project Dates: March 2017 to December 2019

Challenge: The City of Denton, Texas, (City) is located about 40 miles northwest of the Dallas-Fort Worth metroplex. The city encompasses about 88 square miles and has a population of about 130,000. The population of the city is expected to grow by at least 80 percent by 2030. The city's public safety answering point (PSAP) provides 911 call-taking and dispatching services to the Denton Police Department and the Denton Fire Department. The PSAP handles more than 120,000 emergency calls for service annually.

The City sought to replace its aging computer-aided dispatch (CAD) system, mobile data system, and law enforcement and fire department records management systems (RMS) with a scalable integrated solution that would accommodate the city's growth. The CAD and RMS needed to interface with numerous other software applications.

Solution: The City hired Mission Critical Partners to support the CAD and RMS procurement and implementation effort. MCP subject matter experts performed specific tasks during the project that included:

- Comprehensive set of technical requirements for each of the applications to assure needed functionality
- Scope of work development document to ensure that vendor could successfully deliver the proposed solution
- Pre-proposal vendor conference support
- Technical expertise and assisted the City in crafting questions for the vendors
- Supported the city staff throughout the proposal evaluation and scoring process
- Vendor demonstrations and site visit support
- Vendor selection and contract negotiation
- Oversaw system implementation, testing, cutover and vendor-provided training

Key Result: The City released a request for proposal that included the scope of work/technical requirement document in December of 2017. MCP supported the City's procurement effort with vendor on-site demonstration occurring in September 2018. MCP assisted the City throughout the implementation process.

El Paso – Teller County 911 Authority, Colorado

Service Provided: Centralized CAD Implementation Support

[redacted]

Project Dates: December 2018 to June 2020

Challenge: The El Paso-Teller County 911 Authority (Authority) sought to obtain professional consulting services to overcome any barriers to success typically found in a public safety technology implementation project and ultimately oversee the implementation of the system.

Solution: Mission Critical Partners was retained to work with the Authority and the PSAPs served by the Authority participating in this project to confirm deliverables being proposed by the CAD vendor. MCP also assisted with overarching project management to meet the needs of the Authority and the member agencies served by the Authority, including:

- CAD System Implementation and Cutover Support
  - Developed integrated plans that tracked and managed activities required to deliver successful implementation
  - Supported the Authority in planning, configuring, installation, testing, and go-live activities
- Additional Implementation Activities
  - General project management
  - Scheduled coordination and integration oversight between the CAD vendor and the Authority
  - Review of CAD vendor documentation for approval by the Authority
  - Identification of demarcation points for discrepancies between the contractor, the Authority and third-party system elements
  - Technical representation during functional, integration and interface acceptance testing
  - System transition and post-cut-over reliability testing
  - Punch list development and open item resolution
  - Review of as-built documentation
  - Recommendation regarding system acceptance

Key Result: MCP supported the Authority in confirming requirements and provided project management support for deploying the new centralized CAD system. MCP aiding the Authority during deployment, ensured compliance to contract requirements, development of test plans and scripts designed to demonstrate functional fulfillment of the requirements; and oversight of activities associated with the solution being implemented.

City of Chicago, Illinois

Service Provided: CAD Procurement Support and Contact Negotiations

[redacted]

Project Dates: April 2018 to January 2020

Challenge: With a population of almost three million residents, the City of Chicago is the third largest city in the United States and one of the most visited cities in the country. The City desired expertise and consultative assistance to support the procurement of a new CAD system and to evaluate potential solutions for a needed replacement with state-of-the-art technology to provide increased efficiency to meet the City's strategic direction and the needs of its citizens and visitors.

Solution: Mission Critical Partners was retained as a sub-consultant to Clarity Partners, LLC to facilitate the CAD vendor evaluation and selection process for the City's Office of Emergency Management & Communications (OEMC) and to provide support for CAD vendor contract negotiations. This included:

- Prepared for and conduct initial planning session with evaluation team
- Determined roles, responsibilities and deliverables
- Conducted critical review of proposals prior to evaluation committee review
- Conducted internal knowledge transfer session on how to evaluate responses to maximize consistency in evaluations by the evaluation team
- Supported evaluation committee review of RFP responses based on established criteria and facilitated discussions around key points of disparity and clarified understanding of the responses
- Drafted, reviewed and finalized a list of clarifying questions to each vendor
- Facilitated the evaluation team sessions to discuss the short-listed firms and reached a consensus recommendation to the chief procurement officer
- Drafted vendor evaluation summary and evaluation committee recommendation
- Facilitated use-case demonstration sessions including three vendors, two-days for each presentation
- Maintained communications with vendors, prepared contract negotiation checklist, reviewed SOW and prepared agenda for SOW negotiation
- Facilitated SOW negotiation sessions and reviewed software license and implementation services agreements

Key Result: With MCP's support, the City received best and final offers from the two vendor finalists and entered the final stages of selecting their new CAD/Mobile Data solution with all the necessary information to ensure a successful procurement and implementation.

County of Charleston, South Carolina

Service Provided: Executive Consulting, CAD, JMS, RMS Procurement Support/Request for Proposal Assistance

[redacted]

Project Dates: October 2012 to March 2015

Challenge: The County of Charleston (County) sought to develop and release a request for proposal (RFP) for a comprehensive public safety system. The system, designed to provide the highest level of data interoperability between law enforcement agencies, is scheduled to include an RMS, JMS, field based reporting civil process, internal affairs, and National Crime Information Center and CAD interfaces. The technical complexity of the project required a logical and efficient RFP that clearly reflected the County's strategic goals. It also needed to provide a framework for the County to quickly and objectively evaluate a vendor's ability to meet the County's operational and functional targets.

Solution: Mission Critical Partners was retained to work with County representatives to finalize a solicitation document for the competitive procurement of public safety applications, hardware, training and support. MCP conducted a series of personal meetings with County stakeholders to identify key project objectives, confirm the required system functionalities, and gain a full understanding of the existing system. In addition, MCP reviewed all materials prepared to date, including the solicitation document, to ensure that documents clearly communicate the operational features and functionality of this complex project.

These and other tasks were designed to help the County re-format and re-organize its solicitation document so that it was more understandable to the vendor community. This helped streamline the procurement process, enhance system performance and achieve cost efficiencies by increasing the likelihood that vendors would propose measurable solutions that could be objectively evaluated.

Key Result: MCP worked in partnership with Charleston County and an RFP was released to the vendor community on March 14, 2013 to ensure a solution that would improve interoperability and information sharing between multiple participating agencies, and interfacing with local and district judicial systems to track the entire cycle from dispatch to disposition.

"MCP gave us the objective analysis we needed to develop a clear and concise RFP for a very technical project. As a result, we expect fewer vendor questions and more proposed solutions that address our specific needs."

- Lori Lambert, Project Officer
Charleston County Consolidated 911 Center

Northwest Central Dispatch System, Illinois

Service Provided: CAD/MDS/RMS Project Management

[redacted]

Project Dates: April 2017 to Present

Challenge: Northwest Central Dispatch System (NWCDS) is a joint PSAP responsible for answering all incoming 911 calls and processing all emergency and non-emergency police, fire and EMS events for its 13 member and contracted agencies. The NWCDS serves 11 suburban Illinois communities located northwest of Chicago. As of 2010, the combined population of these 11 communities had reached nearly 500,000 citizens.

The NWCDS was in need of new CAD and mobile data systems (MDS), as well as law records and fire records management systems. The key aspect of this project was to identify NWCDS' operational and system requirements, publish them in a comprehensive request for proposal (RFP) and select products best suited to enable NWCDS and its partner agencies to fulfill their mission. The selected system must have the capability to scale appropriately to meet specific performance criteria now and in the future, while also accommodating workload increases based on the potential for new communities and/or agencies to join the NWCDS. The system would also need to be sized to ensure sufficient data storage capacities that met initial data requirements, but also could be easily increased to adjust to changes in call volume, operational needs and expanded system functionality.

Ultimately, the NWCDS required a system capable of handling a minimum of 1.5 million events annually and accommodating double the number of existing dispatch positions/workstations. The selected system would need to have the ability to scale to meet approximately 150 percent growth and have a high availability disaster recovery architecture.

Solution: Mission Critical Partners was hired to develop functional and system requirements for the new, more robust system required by the NWCDS. A team of MCP public safety professionals worked with the NWCDS to develop a RFP to procure the necessary systems, conducted rigorous vendor evaluations and assisted the NWCDS in selecting a vendor.

MCP is actively engaged in negotiating a contract with the selected vendor and has been retained by NWCDS to oversee the implementation of the new system after contract signing, a process which is estimated to take approximately 15 months.

Key Result: MCP's extensive experience with RFP development and vendor-neutral approach to the procurement process has allowed the NWCDS to develop and publish an RFP with a level of expertise not readily available within the agency and provided them with invaluable marketplace insights into vendor offerings and pricing. The RFP process resulted in seven vendor responses and ongoing contract negotiations with the selected vendor have already resulted in significant cost savings for the NWCDS. MCP is currently overseeing the implementation of the CAD/MDS/RMS solution.

Pricing

Professional services outlined in the above scope of services will be provided for a **not-to-exceed fee of $166,800.40,** including expenses. Optional phases have not been included. Mission Critical Partners proposes to deliver services on a per-hour basis based on Houston Galveston Area Council (H-GAC) Purchase Contract [redacted], with expenses defined at cost.

Phase	Fee
Phase 1: Operational and Functional Needs Analysis and Requirements Outline	[redacted]
Phase 2: Specification Writing/RFP Development	[redacted]
Phase 3: System Procurement Process	[redacted]
Phase 4: Contract Negotiations	[redacted]
Subtotal	**$137,719.79**
Due Diligence	[redacted]
Three On-site PSAP tours	[redacted]
Total	**$166,800.40**

Mission Critical Partners recognizes that it is responsible for costs related to travel, housing, transportation, communications devices, and computer equipment. Any additional services contracted in subsequent years will be performed at MCP's then-current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from Williamson County.

Based on the current MCP understanding of what is to be accomplished, the pricing identified above represents an estimate of the work anticipated for project success. MCP's priority is for this project to be successful for Williamson County.

Pricing Assumptions

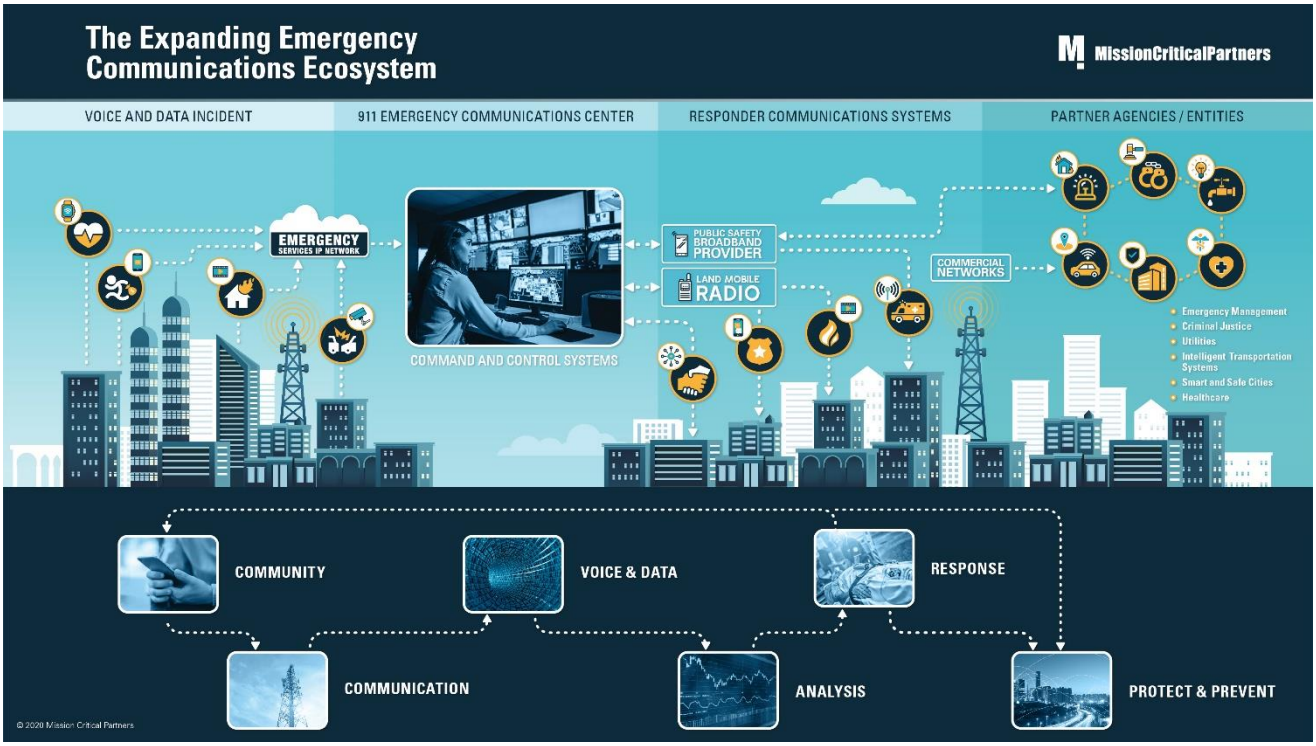
- We stand ready to assist the County by offering these unique services that complement the day-to-day duties of your staff. After 120 days from the submittal date, MCP reserves the right to revisit pricing and scope with the County to address any potential changes that may have occurred since the submittal that could impact delivery.
- To be more responsive to the County's needs, MCP respectfully reserves the right to move professional fees and expenses between tasks, as needed, to complete the scope of work, as long as the total amount billed to the County does not exceed the contract amount.

Appendix A: The Public Safety Ecosystem

Since 911's inception in 1968, public safety officials have continued to leverage technology advancements to make emergency response even more efficient and effective. The counterbalance is these advancements occurred in distinct silos that developed within the emergency communications ecosystem (enhanced 911 service, digital land mobile radio networks, and computer-aided dispatch systems).

Today, we stand on the precipice of another technology transformation like the advent of 911 service. As public safety moves through this transformation over the next several years and beyond, it is critical that the agencies begin thinking of the ecosystem as a holistic network, i.e., a network of networks.

The new public safety ecosystem will interconnect on many levels to enable the smooth flow of critical and relevant data to provide emergency responders with the best information to perform their duties.



MCP can provide the public safety, criminal justice, data integration, network and information technology services required to help agencies start thinking of the ecosystem as a single entity, taking into consideration how each piece will interconnect and interact with the others. With MCP's support, agencies will transition from siloed communication environments to realizing significant improvements in emergency-response outcomes.

Appendix B: MCP's Areas of Specialization

Mission Critical Partners is a comprehensive professional services firm rather than an organization with a single focus or specialization. Our areas of specialization are driven by subject matter experts in each of their respective fields – in other words, our specialization is in all areas of public safety – from operations to technology.

Our planning, design, and implementation services span all aspects of mission critical communications.

Operations and Facilities Services

When everything you do is considered mission-critical, you require reliable systems to meet the demands of your always-on operation. Our planning, designing and integration services improve the return on your technology investments, while delivering project success. And our project management expertise helps you complete your initiatives on time and on budget.

MCP is passionate about creating environments, processes and systems that enable our clients to experience greater success. We do this by bringing innovative ideas to every project with the end goal of improving your operations. Our applications expertise spans all aspects of public safety communications including emergency services studies, computer-aided dispatch (CAD), logging, records management systems (RMS), geographic information systems (GIS), mobile data and more. We believe that the way in which these applications combine with other systems and your agency's unique organization is fundamental to success. Our specialized team of experts work shoulder to shoulder with our clients to align requirements with their goals to implement the best possible solution.

Our operations and facilities services include operations consulting; technology procurement and implementation; shared services and consolidation; strategic and executive-level consulting; facility planning services; and professional development and mentoring.

Shared Services and Consolidation

In today's market, everyone is asking, "How can we do more with less?" Communications centers are impacted by this question as budgets become tighter, technology matures, operational demands become more complex and training needs increase. Many are finding that consolidation is a solution to consider. The MCP team has extensive experience with consolidation efforts in past public-sector roles and as consultants.

We recognize that elected and public safety leaders strive to provide the most effective and efficient emergency response system possible. Ultimately, the delivery of quality life-safety services is the achievable objective. We develop a collaborative approach with our clients to assess the opportunity for operational and administrative efficiencies through potential consolidation, colocation or organizational change. Our professionals use an impartial and even-handed approach that has a proven track record of success.

Today's economic realities require a thorough program analysis to define a future path to economizing, while effectively delivering service. Appropriately applied, consolidation or colocation can achieve operational efficiencies through systemic interoperability via staffing, scheduling, technology, training and reduction in system's costs.

We appreciate the necessary balance required of seemingly competing objectives with operations, organizational, technology, fiscal, human resources and governance issues. The variables and constraints associated with each are carefully weighed to develop an approach with a lasting solution. MCP is sensitive to the sense of ownership and loyalty each community and agency has with a local communications center. We honor the history of service while providing an independent view of how the community is best served by advancing to the future. To ensure a comprehensive, yet smooth, transition, we provide migration assistance and help address the challenges inherent in combining organization, facility, technology and operational resources.

Facility and Technology Design and Integration

MCP is well-versed about the requirements of mission-critical facility architectural and engineering design and we are highly qualified to manage the many complexities that arise with each building project. We also apply our understanding of all elements of the facility construction—including site selection and development, and implementation of electrical, mechanical, structural, security and other technology systems—to coordinate systems installation, acceptance, training and operational transition.

The focus of every project is to optimize the functional use of the space for operational integrity. We work closely with the client to develop technology solutions, migration schedules and a forward-looking operations floor layout that scales as each client's needs grow. Our team has a profound passion for results, an indefatigable work ethic, and a proven record of success; we utilize industry-leading intellectual capital to provide highly responsive, customized, solutions and strategies for our clients.

Executive Consulting Services

MCP partners with clients to develop customized technical and operational solutions for public safety communications—because the mission matters.

Our staff has extensive experience serving in public sector and public safety management roles. We draw on our real-world experience when advocating for our clients. Through first-hand experience, we have earned the reputation for being accountable, prudent, persistent, progressive and reliable problem solvers and innovators.

We provide services that are initiated at a strategic level. An integral part of our executive-level consulting is providing master planning services. Our team of policy specialists collaborates with clients to create comprehensive plans that help direct decision-making in the public safety sector. When developing a strategic plan, MCP incorporates master planning, organizational structuring, hiring assistance, fiscal planning, operations and technology and policy solutions.

We first seek to gather insights into our client's unique organization. We then apply these insights with our deep industry experience to formulate a strategy designed to serve as a guide to our client's future. We focus on combining a comprehensive yet tactical approach that addresses every element of the client's sphere of

influence. Our team directs its collective energy on understanding the full scope of the client's responsibilities and objectives. We uncover the unique challenges that stand in the way of achieving success. Our goal is to mitigate those challenges by leveraging policy, technology, fiscal and human assets to develop a sustainable solution.

Our clients are responsible for delivering reliable service 24 hours a day, seven days a week to emergency responders and the public while operating with limited resources. In recognition of the need to achieve more with less, we aim to put the client in a position to do more with more. This means structuring organizations, programs and projects for available grant funding through policy development, technology and appropriate fiscal planning.

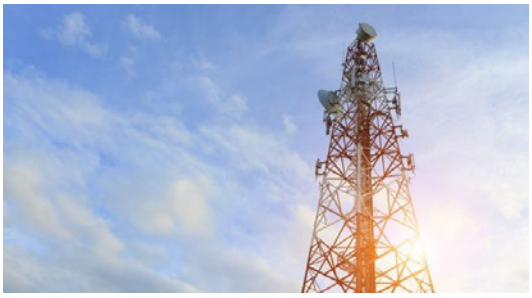
Network 911 Services

Our professionals have extensive experience with planning, designing, procuring, negotiating and implementing all Next Generation 911 (NG911) call delivery and processing elements. The public safety answering point (PSAP) environment continually will evolve with new technologies, processes and expectations. MCP's goal is to help our clients implement resilient, effective and future-focused solutions that enhance emergency response and result in better outcomes for public safety—because the mission matters.

The MCP approach considers funding models, system lifecycle analysis, objectives, incident processing, network resources and governance opportunities to establish a thorough understanding of a client's unique PSAP environment.

Our NG911 experts have extensive experience with incident processing in the PSAP, as well as incident dispatch and data management. MCP can develop a comprehensive master plan for the agency or region and a conceptual design for NG911 deployment. The master plan assesses all options and ensures timely deployment by incrementally upgrading technology and recommending policy, funding and governance modifications. Our offerings include, but are not limited to, master planning and design and procurement support for a wide variety of communications networks, including Internet Protocol (IP)-based networks, such as Emergency Services IP Networks (ESInets).

Wireless Communications Services



Our radio experts bring an average of 25 years of experience to every project and have supported large municipal radio system implementations in ten of the top Metropolitan Statistical Areas. One hundred percent of our experts have hands-on experience using two-way radios. MCP's leadership and support for your project means that your new system will boost coverage and capacity, exceed the needs of the user community and create maximum value.

Our team approaches your project with only one task in mind—helping you achieve your goals. This is accomplished through our unique approach that determines your operational requirements and designs a radio network around your needs and budget. Many agencies face

constraints because of the design and operation of their radio network. The network should serve public safety users, as well as be another tool to keep our emergency responders and communities safe. The protection of life and property begins with a single dispatch. From there, the radio system is the link that connects and delivers your response and services to your citizens. It is far too important to trust to anyone other than your partner, your advocate, and your agent for innovative solutions—because the mission matters. Our professionals work tirelessly to provide the necessary guidance for our clients to evolve to a radio communications system that is capable, reliable and affordable—custom designed for their needs and budgets. Offerings include, but are not limited to, operational and technical assessments, procurement support, Federal Communications Commission (FCC) licensing, performance acceptance testing and First Responder Network Authority (FirstNet) support.

Network and IT Support Services

We help our clients increase the reliability of their network and IT environment long after implementation. Our holistic IT and network support solution helps our clients realize significant IT cost-savings, while remaining confident that their systems are running at peak performance, protected by unplanned network outages.

Clients partner with us so that they can focus on the strategic aspects of managing their public safety operations while we provide expanded continuity, capacity, and capability. We provide solutions that achieve our clients' goals, not their vendors, by applying a technology-independent approach.

With MCP's help maintaining their network environment, our clients have greater confidence that their IT infrastructure and related systems are running smoothly. Our objective is to help our clients drive a greater return from their maintenance investments while reducing their operating expenses. We provide a broad portfolio of assessment, monitoring, and support solutions that improve network reliability and provide agencies with a greater pulse on their IP network and IT enterprise.

IT Network and Support Solutions	Network Management and Monitoring Solutions	Cybersecurity Solutions	Additional Offerings
Mission-Critical NetInform®	Mission-Critical NetPulse®	NetInform Secure security assessments	On-request services
NetInform Discover discovery and reporting	NetPulse Essential 24x7 network management	NetPulse Secure security monitoring	IT helpdesk services
NetInform Assessment enterprise IT network	NetPulse Advanced 24x7 network monitoring		Integrated vendor support services

These support solutions can provide a holistic, end-to-end view into an agency's entire network and supporting infrastructure with support available for the following networks and applications:

- CAD systems
- Call-handling equipment (CHE)
- RMS
- Microwave and fiber optic backhaul systems
- ESInets
- Telephony
- 911 and administrative networks
- Environmental site networks

Data Integration Services

In the courts, justice and public safety arena, the business environment includes vendors, suppliers, partners, community, private organizations, and various government agencies. MCP's Data Integration Services team specializes in the planning and implementation of complex data exchange and integration projects for the criminal justice market. Our successes include integration initiatives that span all major entities within the criminal justice community, including:

- Law Enforcement
- Courts
- State Bureaus of Investigation
- Social Services
- Prosecution
- Probation
- Human and Health Services
- Department of Motor Vehicles
- Public Defenders
- Adult/Juvenile Corrections
- Child Support

We've made it our business to help you facilitate, integrate, and improve your ability to work together—by focusing on workflow integration—to achieve real-time accessibility to information that is relevant to the business environment. This event-triggered information sharing has the benefit of reducing paper dependencies, cutting costs and uncovering innovative revenue opportunities that exist in your ecosystem.

MCP has implemented large-scale, multi-year workflow integration projects at the state, county and local level. The benefit to our clients is that our full range of system integration capabilities is augmented with real-world experiences, proven methodologies, industry standards, and best practices that are demonstrated in the breadth, depth, and realism of our strategic planning and implementation efforts.

Our court, justice, and public safety capabilities include, but are not limited to:

Services
• Strategic Planning and Governance • Analysis • Exchange Architecture • Integration • Project Management • National Standards • Product Solutions

MCP uses national standards, modeling tools, and open technologies day in and day out, including:

- Justice Information Exchange Model (JIEM)
- Service-Oriented Architecture (SOA) and Global Reference Architecture (GRA)
- Web Services Standards
- eXtensible Markup Language (XML) Standards and National Information Exchange Model (NIEM)

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR COMPUTER-AIDED DISPATCH SYSTEM PROCUREMENT AND IMPLEMENTATION SUPPORT

(Mission Critical Partners, LLC)
(H-GAC Contract #[redacted])

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Customer" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mission Critical Partners, LLC** (hereinafter "MCP" or "Service Provider"). Customer agrees to engage MCP as an independent contractor, to assist in providing certain good or operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. MCP Proposal for Computer-Aided Dispatch System Procurement and Implementation Support, dated November 24, 2021;
B. Houston Galveston Area Council (H-GAC) Purchase Contract #[redacted];
C. Williamson County Vendor Reimbursement Policy, as amended; and
D. This Williamson County Addendum.

Where there is any conflict between this Addendum and any of the above- referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

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

III.

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

IV.

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

V.

Payment: MCP will be compensated as set forth in MCP Proposal for Computer-Aided Dispatch System Procurement and Implementation Support, dated November 24, 2021 up to the stated not-to-exceed amount for services actually rendered and invoiced with satisfactory itemization and verification by the Williamson County Auditor's Office and subject to the Williamson County Vendor Reimbursement Policy, as amended.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal

year that does not fall on a Saturday or Sunday.

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving 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.

VII.

Right to Audit: MCP agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MCP which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MCP agrees that Customer shall have access during normal working hours to all necessary MCP facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give MCP reasonable advance notice of intended audits. In no circumstances will MCP be required to create or maintain documents not kept in the ordinary course of MCP' business operations, nor will MCP be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

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.

IX.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration.

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or when terminated pursuant to paragraph VI above.

XV.

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

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

WILLIAMSON COUNTY:	Mission Critical Partners, LLC:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2022	Date: February 11, , 2022

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MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Mission Critical Partners, LLC, hereinafter referred to as the Contractor, having its principal place of business at 690 Gray's Woods Blvd., Port Matilda, PA 16870.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

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ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

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NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Oct 01 2021 and ends Jul 31 2023. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

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ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before

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the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

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D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases
If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases
Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and

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updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

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ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the

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performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C.

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§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

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The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in

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the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

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ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Mission Critical Partners, LLC

Signature DocuSigned by: John L. Spearly 59086D6F15F0476...

Name John L. Spearly

Title VP & Director of Administrative Services

Date 10/14/2021

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 10/20/2021

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of $150,000, a CUSTOMER/END USER may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the CUSTOMER/END USER regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to CUSTOMER/END USER will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

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Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Attachment A

Mission Critical Partners, LLC

All Hazards Preparedness, Planning, Consulting & Recovery Services

Contract No.: HP08-21

Labor Category	2021 Hourly Rates
Support Specialist I	$ 63.00
Support Specialist II	$ 105.00
Operations Specialist I	$ 204.00
Operations Specialist II	$ 218.00
Planner	$ 178.00
Communications Specialist	$ 160.00
Technology Specialist I	$ 191.00
Technology Specialist II	$ 204.00
Project Manager	$ 198.00
Senior Technology Specialist	$ 218.00
Senior Project Manager	$ 224.00
Program Manager	$ 237.00
Forensics Analyst	$ 244.00
Senior Program Manager	$ 264.00
Principal	$ 224.00
Print: Black and White Copy (Per Copy)	$ 0.10
Print: Color Copy (Per Copy)	$ 0.25
Print: Plotter Copy, 24 x 36 (Per Copy)	$ 4.00
Print: Plotter Copy; 30 x 42 (Per Copy)	$ 6.00

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HGACBuy
THE SMART PURCHASING SOLUTION

HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM

FORM-H -- MARKETING & SERVICE PLAN

Respondent: Mission Critical Partners, LLC

H-GAC expects proposer to have the capability and willingness to serve any H-GAC Customers across the nation, and to promote any contract to the best of its ability. Respondent must submit a completed marketing and service plan form and include a detailed written narrative explaining in detail activities that will be undertaken to actively market and promote the awarded contract to H-GAC Customers and provide information on applicable items listed below:

1. Describe types of media to be used, frequency and method of outreach campaigns (social media, ads, sales tools, newsletters, etc.)
2. A description of the dedicated staff resources anticipated in serving and in promoting any contract.
3. Anticipated marketing strategies to increase sales in awarded service areas or categories
4. Anticipated employee representative trainings and frequency
5. Dedicated webpages or other online presence
6. Use of dealer or distributor networks
7. Use of existing company marketing teams and coordination with H-GAC's marketing team
8. Metrics employed to measure outreach and marketing success and measurement of sales

Mission Critical Partners marketing team will implement an aggressive marketing plan to support the H-GAC contract. The company will implement the following multi-channel marketing activities to drive awareness with MCP existing clients and prospects, as well as attract new clients that are H-GAC end users.

• News release announcing participation released to all industry publications, as well inclusion on www.missioncriticalpartners.com and our company newsletter.

• Email announcement to all HGAC end-users in our database.

• Dedicated webpage on missioncriticalpartners.com that provides an overview of participation in the contract as well as client benefits, rates and other applicable information. It will list a key Mission Critical Partners point of contact that may be reached for additional information.

• Update to all Statement of Qualifications and proposals released to H-GAC end-users.

• Face to face presence at many statewide meetings and conferences to promote that attendees can procure MCP services via the H-GAC services via the contract.

• Opportunity for H-GAC end-users to participate in continuing education webinar opportunities hosted by the company, at no cost.

Commissioners Court - Regular Session **35.**

Meeting Date: 02/22/2022

Approval of Con-Smartnet Renewal Agreement with Presidio Networked Solutions Group, LLC for IT Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the renewal agreement between Williamson County and Presidio Networked Solutions Group, LLC, for maintenance of Cisco equipment, for the total amount of $125,711.42, pursuant to the Texas DIR-TSO 4167 contract, and authorizing the execution of the agreement.

Background

The renewal of this agreement will benefit Williamson County by supporting maintenance for all Cisco equipment (routers, switches, phone system). Agreement provides for technical support and 24-hour replacement in the event of a failure. IT, Legal, Budget and Audit have reviewed this renewal agreement. Funding Source is 01.0100.0503.004500. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Presidio ConSmartnet Redacted Renewal

Redacted Presidio ConSmartNet Redacted listing

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/17/2022 08:47 AM
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:48 AM
Form Started By: Mary Watson		Started On: 02/15/2022 01:04 PM
Final Approval Date: 02/17/2022		

PRESIDIO

QUOTE: [redacted]
DATE: 02/08/2022
PAGE: 1 of 1

TO:
Williamson County
[redacted]
301 SE Inner Loop Suite 106
Georgetown, TX 78626

[redacted]
(p) [redacted]

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

dguzman@presidio.com
(p) +1.512.795.7146

Customer#: WILLI035
Account Manager: Daniel Guzman
Inside Sales Rep: Greg Hubbard
Title: WilCo Smartnet Renewal 2021
Comments: *** If purchasing off of the Texas State Contract, please ensure the PO has he following information stated:
Texas State DIR-TSO-4167***

Contract Vehicle: Texas DIR-TSO-4167 Cisco

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	$125,711.42	1 for 3 mo(s)	$125,711.42
		Comments: ***Please see excel spreadsheet for itemized list***			

Sub Total:	**$125,711.42**
Grand Total:	**$125,711.42**

This quote is governed by Terms and Conditions of Texas D R-TSO-4167 Contract.
State of Texas Vendor D 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

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

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

No signed quote. PO required.

INSTALL SITE NAME	SITE ADDRESS LINE 1	SITE CITY	SITE STATE/PROVINCE	SITE POSTAL CODE	SITE COUNTRY	SERVICE SKU
WILLIAMSON COUNTY	301 SE INNER LOOP- SUITE 105	GEORGETOWN	TX	78626	US	[redacted]
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WILLIAMSON COUNTY	301 SE INNER LOOP	GEORGETOWN	TX	78626	US	

Total:

PRO RATED LIST PRICE	CUSTOMER PRICE
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	$ 6,942.12
	$ 1,359.45
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	$	144.00
$ 153,306.61	$	125,711.42

Commissioners Court - Regular Session **36.**

Meeting Date: 02/22/2022

Approval of PSA for Landscape Architectural Services Phase II River Ranch Supplemental #7 for Design Workshop, Inc for the Parks Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Landscape Architectural Professional Services Supplemental Agreement #7 between Williamson County and Design Workshop, Inc., as per RFQ #14RFQ00111, for River Ranch County Park Phase II, in the not-to-exceed amount of $195,456.00, and authorizing the execution of the agreement.

Background

This Supplemental agreement includes creating a set of biddable documents for a new General Contractor to complete the construction work that remains to be done for the site at River Ranch County Park (RRCP)· Further scope is defined as follows:
• Design Engineering fixes for the as-built condition problems listed in the Outstanding Items Log (attached as an exhibit to this proposal).
• Mark-up of the Bid Construction Documents (plans & specs) indicating the exact locations of the deficiencies noted in the Outstanding Items Log.
• Observe destructive exploratory work* and review concealed deficiencies noted in red font in the Outstanding Items Log. (* destructive exploratory work will be performed by Williamson County Facilities Maintenance team).
• Site visits as needed to review the concealed conditions when County opens up any applicable concealed conditions.
• Meetings, calls, emails, general project management.

This proposal includes construction set production only. Bidding and negotiation and construction observation tasks are not included at this time. Department Contact: Trenton Jacobs. Funding Source: P315

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Design Workshop Supplemental No 7

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/17/2022 08:15 AM
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:28 AM
Form Started By: Kerstin Hancock		Started On: 02/16/2022 09:35 PM
Final Approval Date: 02/17/2022		

SUPPLEMENTAL AGREEMENT NO. 7
TO
AGREEMENT FOR LANDSCAPE ARCHITECTURAL PHASE II SERVICES

PROJECT: **River Ranch County Park – Phase II** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER: **Design Workshop, Inc.** ("A/E")
Claire Hempel, PLA, AICP CUD, LEED® Green Associate ™, CDT
812 San Antonio St., Suite 401
Austin, TX 78701

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL AGREEMENT NO. 7 to **Agreement for Landscape Architectural Phase II Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Landscape Architectural Services** being dated effective **06/17/2015** ("Phase I Agreement");

WHEREAS, County and A/E thereafter executed **Agreement for Landscape Architectural Phase II Services** being dated effective **08/03/2016** ("Phase II Agreement");

WHEREAS, County and A/E thereafter executed **Supplemental Agreements 1, 2, 3, 4, 5 and 6 to Agreement for Landscape Architectural Phase II Services** being dated effective **02/09/2017**, **06/22/2017**, **08/13/2019**, **04/23/2020**, **07/14/2020, and 10/05/2021** respectively;

WHEREAS, pursuant to **Article 4**, the terms of the Phase II Agreement, Additional Services will be confirmed in writing;

WHEREAS, County now wishes to **design remedies for roads, drainage systems, and building elements constructed in non-compliance with Construction Documents**; and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

ATTACHMENT A – Scope of Additional Services:
Describes Additional Services required from A/E.

ATTACHMENT B – Fee Schedule:
Describes Additional Fees due to A/E.

ATTACHMENT C – Production Schedule:
Describes Additional Time for A/E to perform services.

All other terms of the Agreement and any prior supplemental agreements thereto, if any, shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Design Workshop, Inc.

By: Claire Hempel
Signature

Claire Hempel
Printed Name

Principal
Title

Date Signed: 02/16/2022

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

ATTACHMENT A

SCOPE OF ADDITIONAL SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Additional Fee provided in the Supplemental Agreement, A/E shall perform the following Additional Services, based on standard planning, landscape architectural, architectural and engineering practices:

SCOPE OF WORK:

River Ranch County Park
2100 County Rd. 279
Liberty Hill, TX 78642
Parks Department
P315

Additional Services associated with creating a set of biddable documents for a new General Contractor to complete the construction work that remains to be done for the site at River Ranch County Park (RRCP).

- Design Engineering fixes for the as-built condition problems listed in the Outstanding Items Log (attached as an exhibit to this proposal).
- Mark-up the Bid Construction Documents (plans & specs) indicating the exact locations of the deficiencies noted in the Outstanding Items Log.
- Observe destructive exploratory work* and review concealed deficiencies noted in red font in the Outstanding Items Log. (* destructive exploratory work will be performed by Wilco Facilities Maintenance team).
- Site visits as needed to review the concealed conditions when County opens up any applicable concealed conditions
- Meetings, calls, emails, general project management

This proposal includes construction set production only. Bidding and negotiation and construction observation tasks are not included at this time.

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
2	Signage	Design Workshop	14		~~F-type signs approved/ located in field~~. F-3 and F-14 sign need to be installed (marked). ~~Contractor to remove signs designated for removal during site walk.~~
3					D-5 not to be installed, will depend on final location of walkway
4					D-6 to be located when adjacent site work is completed
5					L-1 to be located when adjacent site work is completed
6			20		Grind welds smooth for all signage
7			28.3		DW observed some of the signage installed on site and found that the concrete anchors are located too close the edge of the sign panel, thus causing the concrete to fail upon installation. Contractor shall ensure the location of these anchors do not compromise the integrity of the connection and installation. Additionally, the contractor shall ensure each panel is connected in all corners. As observed, a few of the signs did not have all connections in place.
8		Able 2 Access, Inc.			Provide accessible room signs at all new restrooms – no signs noted at restrooms.
9					Sign at accessible parking must comply with the International Symbol of Accessibility accessible sign shows “speedy” wheelchair
10		Wilco Parks Dept.			E-sign map and area signs are incomplete
11			2/1/2021		Plant (Type 1) Signage defective. Remove and replace
12			5/20/2021		Letters mounted incorrectly on signs. All signs of this type should be inspected for similar issues.
13			5/20/2021		Signs at Pavilions do not match signs. Inconcistency in plans.

SITE

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
2		BBI			It appears no ditch was graded on the north side of the entry road, or in between the sidewalk and entry road per the plans. This is causing all of the water from the road to flow south.
3		Design Workshop	15	Concealed	Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
4			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
5			20		Several light poles damaged. Poles were specially finished by manufacturer. Contact manufacturuer and supplier to confirm if a special paint to match coating can be supplied
6				~~9/23/2020~~	~~Several site lights were on during the day while others were off. Check all photocells and controls to confirm proper working order~~
7			22	~~Completed~~	~~Electrical rack poles not vertically plumb.~~
8			23	~~Completed~~	~~Main entrance sign logo incorrectly located. Should be rotated 90 degrees and double sided~~
9				Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
10				Concealed	Pre-emergent herbicide shall be used at planting beds per approved submittal and specifications
11			28.6	~~8/30/2021~~	~~Contractor shall ensure the grade adjacent to the regional trail is brought up flush with the trail. The adjacent grade is currently too low.~~
12					All landscape beds shall be kept weed free and contain pre-emergent herbicide to inhibit weed growth.
13		HCE			The power should be hard piped right up to the light fixture with only the final connection being the flexible cord, this would only be inches long.
14	Entrance	SRI	8/23/2021		Verify the irrigation point of connection. Specifically, the water supply size of pipe supplying the water source to the irrigation in this area. This is typical for all irrigation point of connections since irrigation meters were not installed. The pressure seemed to be a little low?
15					Need to Dig up and verify the size of main line, should be 2” need to verify.
16					Irrigation Controller 120V connection needs to be hardwired into the controller, note plugged into an outlet as done. Conduit needs to be electrical EMT not PVC Pipe. The male adapter into the controller needs to have a lock washer on it so that the conduit is stable and secure.
17					Irrigation control wire conduit into the irrigation controller needs to be electrical EMT conduit not white PVC pipe. The male adapter into the controller needs to have a lock washer on it so that the conduit is stable and secure.
18					Y-Strainer Filter not installed at irrigation point of connection.
19					Drip lines are not installed per plans and details. The tubing was spaced at minimum 24” apart versus 12” specified. The lines also were not installed 3” below soil surface (not including mulch). It was apparent there was no consistency in coverage. Do not believe that end exhaust header or mid-supply headers including line flush valves and air relief valves are installed.
20					Section A1 we noted there was a couple of heads just 5ft apart? Couldn’t figure out why? Note that Rotor Heads should be 12” (close to) from back of curb and 18” off edge of Ribbon Curb.
21					Root Zone Watering Kits (Bubblers) on trees need to installed opposite of each other and level with the tree root ball. Some that are not installed correctly. It the tree is on any slope, opposite location would mean one on top side of slope and the other at bottom side of slope. We were not able to always verify that there were (2) per tree as specified. Need to uncover so that both are visible.
22					At point of connection it appears that the first ball valve isolation valve is not installed. There is a ball valve on the back flow device (DGDC) but that is part of the back flow device.
23					All Quick Coupler Valves not installed per plan details not consistent. The quick coupler valves need to be staked as per detail with galvanized pipe and worm gear. The swings joints appeared to be larger than specified? There was not 4” sleeve over the iso-ball valve. On many boxes they are not center as to allow a quick valve key to be inserted. Valve top should be at level to allow the lid to close on top (not sitting on valve) and key is free to turn when inserted. Valve box to be cleaned out and gravel to be install up to level just under the top of the quick coupler valve as shown in detail.
24					The quick coupler valve near section valves A3 and A6 is leaking.
25					Some of the drip section valve boxes are not centered allowing the filter lid to be removed and allowing the basket filter to be removed for cleaning.

	A	B	C	D	E
26					All section remote control valves including the point of connection master valve did not have a Accu-Sync pressure regulator installed on them. This need to be discussed based on the fact that the exiting pressure may not require them to be installed.
27					A ¾" purple pipe stubbed up in this area. What is it? Can it be cut and capped below grade?
28					The Rain/Freeze Sensor installed is a Rain-Clik and not Solar Sync as specified on the plans. The sensor wire needs to be installed conduit not just hanging bare as it is.
29					All valve boxes need to be cleaned out providing a space under valves and then a minimum 6" gravel sump. Valve ID tags need to be installed.
30		Wilco Parks Dept.	DW 23		Asphalt trail at entrance damaged
31			1/5/2021		Landscaping incomplete – type and quantity of plantings in question - DW to clarify
32				~~Completed~~	~~Irrigation not operational;~~
33				~~Completed~~	~~Rock wall has loose rocks; Not complete on exit side (THJ Notes-2021.05.11)~~
34			2/1/2021	~~Completed~~	~~Scheduler capability on automatic gate not in place for outbound gate~~
35			5/11/2021		Light pole touch-up Paint does not match original coating

	A	B	C	D	E
1	**Building**	**Agency**	**Report**	**Completion**	**Issues**
2	HQ (1)	BBI			It appears that a low point has been created in the sidewalk near the west corner of the building. Silt is building up here. A significant amount of spoils have been placed in the natural area between the sidewalk and parking spaces causing drainage to collect and concentrate flow toward the sidewalk and building. The irrigation and electric lines are installed too shallow in the natural area south of the building which will limit the options for redirecting flow around the HQ building. If contours cannot be adjusted and flow redirected away from the building and sidewalk, a trench plate under the sidewalk may be considered. For the area north of the sidewalk and between the sidewalk and parking spaces, grade the northeast portion to drain per the grading plan and natural grading patterns to push water toward road and then out to the detention pond to the north. Grade the southwest portion to drain to the trench plate, under the sidewalk, to a small ditch to the east of the building, and then the pond. A ditch should be graded through the natural area south of the building to take water toward the pond. However, irrigation must be installed to designed grade. Either the elctric conduit elevations should be fixed or 45's may be added in the irrigation lines to get around the electric lines. Continue a berm from the edge of the pond to the road to ensure water flows into the pond
3					A 4-inch orifice should be near the bottom of the outfall inside of the pond. This was not visible and was buried. The soil is built up on the upstream end of the pond, pushing water onto the road and not allowing it to get into the pond. Fix pond grading to allow water to drain to outlet structure per plan. Remove the spoils that are causing the pond entry to be higher.
5		Design Workshop	4		Slope exceeding 2% cross slope. HQ exterior walkway appears to slope more than 2%.
13			15	Concealed	Ensure full 2" of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company 'Caliche Mix'. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
14			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
16			20		Several light poles damaged. Poles were specially finished by manufacturer. Contact manufacturuer and supplier to confirm if a special paint to match coating can be supplied
19			23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
20				Concealed	Pre-emergent herbicide shall be used at planting beds per approved submittal and specifications
21			26.3		Repair all divots and damage to existing asphalt
23			28.6		All landscape beds shall be kept week free and contain pre-emergent herbicide to inhibit weed growth
52		McKinney York Architects	24		Some roofs were observed without foam closures at hip caps and/or end of panels. 1 piece dislodged
55			PL004		Paint modified gutter bracket on north roof edge
57		Engineering 360	MYA 11		Installed roof decking observed to be 9/16" thick with span ratings of 40/20. Provide 5/8" thick C-D exterior plywood with span ratings of 48/24 as indicated – ref S001 Structural Notes VII. Framing, Note 7. Per previous email by Bob Lubecker @ Wilco, 1-1/2" staples were observed being used to fasten roof decking. These are unacceptable. Provide 6 nails @ 6" O.C. at all supports as indicated.
58				Concealed	Provide continuous rafters as indicated or coordinate support of discontinuous rafters with Structural EOR.
59					Rafters were cut at an incorrect angle resulting in large gaps between the rafter and ridge beam. Recut rafters for continuous contact (max 1/16" gap) between rafter and ridge beam or consult Structural EOR for addition of appropriate hangers.
60			MYA 16	Concealed	Where the slope of the wood hip rafters does not match the slope of the receiving steel saddle, fill gap with continuous wood wedge or other means for a fitted appearance. Confirm connection is acceptable with Structural Engineer.
61			MYA 17	Concealed	Decking shall be fastened through steel into top of rafter as needed, but not more than 5'-0" OC and not less than 2 fasteners per piece of steel.
62			MYA 18	Concealed	Fill the gap between hip rafter and saddle with continuous wood wedge or other means for a fitted appearance.
63			MYA 20	Concealed	Provide missing bolts at all wood/steel connections.
64			MYA 21	Concealed	where there is a gap between the hip beam and the steel saddle, back out the bolts, fill gap with continuous wood panels on each side for a snug fit in the saddle, then reinstall bolts through the beam and filler panels.

	A	B	C	D	E
1	**Building**	**Agency**	**Report**	**Completion**	**Issues**
65	HQ (1)	Engineering 360	2		basically complete with noticeable areas of damage to the wood framing including black discoloration, including the roof decking.
66					A connection point between three beams is not proper need to add beam hanger to beam, reference plan below (Add HU612 Simpson Hanger)
67		HCE	MYA 10	Concealed	Flexible metal conduit observed in all applications to date; confirm conduit type is provided per specifications – ref 260533 Raceways and consult Electrical Engineer as required.
70			1	Concealed	Provide nail plate to protect PEX pipe, PVC pipe and refrigerant piping. Typical
78				Concealed	Properly support horizontal pex. Use saddle as required. Support vertically from above as well.
79			2	Concealed	Pex water piping has been installed in buildings. Pex piping has not been submitted or approved for use on this project. Provide copper piping as specified. Reference Photos '1a' and '1b' in field report
80			9/13/2021		Exhaust fans running continuous not controlled with lights typical all exhaust fans on HQ building
81					Label thermostat
82				Concealed	Confirm that sheet rock lines the entire inside of the return air plenum. Provide duct access doors for the plenum.
83		Able 2 Access, Inc.			~~Handicap,~~ trail kiosk, and other signage missing - ADA restroom signage
84					Provide accessible room signs at all new restrooms – no signs noted at restrooms.
86		SRI	8/23/2021		Valve box along sidewalk too close to edge of sidewalk. Valve boxes should be a minimum of 3ft from edge of sidewalk, roadway or any hardscape.
87					There is a spray head leaking on the east side of the building.
88					Head locations distances off BOC and pavement need to be verified. Spray heads should be 6" off edge.
89					Root Zone Watering Kits (Bubblers) on trees need to installed opposite of each other and level with the tree root ball. It the tree is on any slope, opposite location would mean one on top side of slope and the other at bottom side of slope. We were not able to always verify that there were (2) per tree as specified. Need to uncover so that both are visible.
90					Verify pressure of spray heads in triangle island.
91					Rotor Section (B1) across the road not all the heads are installed? Perhaps under the base along the edge?
92					Temporary irrigation valve located near Section B1 valve needs to capped off and located below grade in a 10" round valve box. It was requested by Robert that the ball valve remain so water source possibly could be used in the future? This is typical of all temporary irrigation point of connections. Do not want pipe exposed above grade.
93					Irrigation Controller 120V connection needs to be hardwired into the controller, note plugged into an outlet as done. Conduit needs to be electrical EMT not PVC Pipe. The male adapter into the controller needs to have a lock washer on it so that the conduit is stable and secure.
94					All Quick Coupler Valves not installed per plan details not consistent. The quick coupler valves need to be staked as per detail with galvanized pipe and worm gear. The swings joints appeared to be larger than specified? There was not 4" sleeve over the iso-ball valve. On many boxes they are not center as to allow a quick valve key to be inserted. Valve top should be at level to allow the lid to close on top (not sitting on valve) and key is free to turn when inserted. Valve box to be cleaned out and gravel to be install up to level just under the top of the quick coupler valve as shown in detail.
95					Verify the irrigation point of connection. Specifically, the water supply size of pipe supplying the water source to the irrigation in this area. The pressure seemed to be a little low? Comparing this to the Day Use Pavilion which is further back in the site and the heads had much more pressure?
96					At point of connection it appears that the first ball valve isolation valve is not installed. There is a ball valve on the back flow device (DGDC) but that is part of the back flow device.

	A	B	C	D	E
1	**Building**	**Agency**	**Report**	**Completion**	**Issues**
98	HQ (1)	Wilco Parks Dept.	10/5/2020		Finish grade at building perimeter too high. Lower 6" below slab to prevent insect and water intrusion plus blockage of masonry weep holes
103			1/5/2021		Damaged pavement and striping due to boring and other construction activities;
107					Landscaping incomplete;
108			2/1/2021		Water main valves and water line to be lowered;
110			3/15/2021		Broken wheel stops
112					Door hardware problems at restroom
113					Check J-boxes for proper installation and labeling
114			4/26/2021		Paint is peeling off of pavement
115					AC unit covered in dust
116					Electrical box covered by erosion
117					Erosion through planting area
118					Sediment going down the road and missing the drainage basin
119					Sand bags at drainage basin
120					Erosion between road and drainage basin
122			5/11/2021		Light pole touch-up Paint does not match original coating
124			5/20/2021		Coleche trails not to grade - no sheet flow. Acting as ditch and washing.
125			8/18/2021		Sprinkler heads below grade
126					PVC pressure sewer pipe exposed in swale
127					PVC stub-ups at electical panel prone to damage
128					F-type sign needs to be installed across the street from flag pole
129					2nd coat of green eave paint never applied
130					Parking striping missing from new asphalt
131					Parking striping missing from new asphalt
132					Unit guards on HVAC compressor temporarily mounted - needs permanent mounting
133					Restroom light switches should be motion sensing
134					Doorstops missing in restrooms
135					Exit door doesn't close and seal all the way. Needs adjustment
136					Electrical pull box below grade in swale
137			8/25/2021		Exterior HVAC condensor unit thermostat wire should be in weather-tight conduit instead of metal
138					Several ground J-boxes are broken and below grade
139					Main panel does not have required 3-ft of front clearance
141			8/30/2021		Various switches and outlets are unlabeled
142					J-box(es) are unlabeled
143					Load descriptions in electrical panel are not accurate
145					Broken cabinetry at desk area
146					Paint gutter and door frames
147					Holes in masonry near rear door
148					HVAC outdoor compressor slab below grade
149					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.
150					

	A	B	C	D	E
1	**Building**	**Agency**	**Report**	**Completion**	**Issues**
151	Park Host Site	Design Workshop	15	Concealed	Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
152			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
155			23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
156				Concealed	Pre-emergent herbicide shall be used at planting beds per approved submittal and specifications
158			28.6		Contractor shall ensure the grade adjacent to the regional trail is brought up flush with the trail. The adjacent grade is currently too low.
159					All landscape beds shall be kept weed free and contain pre-emergent herbicide to inhibit weed growth.
160			8/30/2021		Stiping at Trail Crossing is failing
164		Wilco Parks Dept.	3/15/2021		Check J-boxes for proper installation and labeling
165			5/11/2021		Light pole touch-up Paint does not match original coating
167			5/20/2021		Coleche trails not to grade - no sheet flow. Acting as ditch and washing.
168			8/18/2021		Sprinkler head leak at entry drive
169					Sprinkler head below grade at midpoint of driveway
170					Asphalt edge eroding at road crossing
171					No power or water available
172					Crossing stripes on asphalt are failing
173			8/25/2021		Electrical pedestal is not secure to ground… misssing bolts
174					Septic control conduit not strapped
175			8/30/2021		Verify correct gradig per plan
176					Septic not at grade
177					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.

AREA 23

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
3	Dump Station	Design Workshop	15	Concealed	Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
4			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
5			20		Several light poles damaged. Poles were specially finished by manufacturer. Contact manufacturuer and supplier to confirm if a special paint to match coating can be supplied
8			23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
9				Concealed	Pre-emergent herbicide shall be used at planting beds per approved submittal and specifications
11			8/30/2021		Sign not installed. Sign pole should be refinished
12		SRI	8/23/2021		Irrigation Controller 120V connection needs to be hardwired into the controller, note plugged into an outlet as done. Conduit needs to be electrical EMT not PVC Pipe. The male adapter into the controller needs to have a lock washer on it so that the conduit is stable and secure.
13					Verify the irrigation point of connection. Specifically, the water supply size of pipe supplying the water source to the irrigation in this area. The pressure seemed to be a little low? Comparing this to the Day Use Pavilion which is further back in the site and the heads had much more pressure?
14					At point of connection it appears that the first ball valve isolation valve is not installed. There is a ball valve on the back flow device (DGDC) but that is part of the back flow device.
15					Y-Strainer needs to be installed in specified valve box not 10” round.
16					Root Zone Watering Kits (Bubblers) on trees need to installed opposite of each other and level with the tree root ball. It the tree is on any slope, opposite location would mean one on top side of slope and the other at bottom side of slope. We were not able to always verify that there were (2) per tree as specified. Need to uncover so that both are visible.
19		Wilco Parks Dept.	3/15/2021		Check J-boxes for proper installation and labeling
21			5/10/2021		Lid does not open 90 degrees
22			5/11/2021		Light pole touch-up Paint does not match original coating
24			8/18/2021		Septic clean-out exposed above grade
25					Septic tank settling
26			8/30/2021		Head leak at septic tank
27					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.
28					
29	"Mount Aggie"	Wilco Parks Dept.	8/18/2021		Construction spoils piles need to be removed, water ponding at base

AREA 22

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
2	Equestrian Loop	Design Workshop	15	Concealed	Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
3			20		Several light poles damaged. Poles were specially finished by manufacturer. Contact manufacturuer and supplier to confirm if a special paint to match coating can be supplied
6			23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
8			8/30/2021		Area within loop where soil was harvested was not properly planted, thus creating erosion that appears to have substantially clodded drainage.
9		Wilco Parks Dept.	DW 22		Ensure Area 20 Septic Field where top soil harvesting occured is regraded to ensure positive drainage. Low areas noted holding water.
10			3/15/2021		Check J-boxes for proper installation and labeling
11			5/11/2021		Light pole touch-up Paint does not match original coating
13			8/18/2021		Chainlink tree protection needs to be removed from out in field
14					Pit toilet no gable end flashing, wood is rotting
15					Pit toilet needs core change on lock
16					Pit toilet slab at grade, gravel flowing into interior floor
17					Pit toilet door sign is missing
18					Pit toilet bolts for clean-out manhole not secured
19					Trail sign Type-F is pulling off mounting
20					PVC stub-ups at electrical panel prone to maintenance damage. Conduit strapping is missing on feeder pipe to panel
22			8/30/2021		Trail below grade
23					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.

AREA 19+20

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
3	Tent Camping	Design Workshop	15		Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
4			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
5			23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
6			23		Replace dead plant material. Confirm location of new material with DW prior to replacement. All plant material was to be staked for LA review prior to planting. All new/replacement plan material shall be staked. See note 3. Under “Landscape Planting Notes” on L0-01.
9		SRI	8/23/2021		Area installation appears incomplete.
10					Irrigation point of connection master valve is leaking.
11					Verify the irrigation point of connection. Specifically, the water supply size of pipe supplying the water source to the irrigation in this area. The pressure seemed to be a little low? Comparing this to the Day Use Pavilion which is further back in the site and the heads had much more pressure?
12					At point of connection it appears that the first ball valve isolation valve is not installed. There is a ball valve on the back flow device (DGDC) but that is part of the back flow device.
13					Y-Strainer needs to be installed.
14					This area did not have electricity so recall that the valves are to be controlled by Hunter Node installed on remote control valves and master valve. Saw one node on section valve#2 that was not working.
15					Need to adjust heads to not spray over onto the tent pads.
16		Wilco Parks Dept.	1/5/2021		Incomplete parking area striping;
17					Dumpster pen alignment needs to be mitigated.
18					Landscaping and Irrigation incomplete; open holes filled in, irrigation stub ups capped below grade
19			2/1/2021		Restroom building was set at the elevation of existing ground, rather than above. Silt is collecting inside the restroom from water flowing toward building. Correct grading to divert surface water from building.
20			3/15/2021		Complete water system at walk-in camping
21					Check J-boxes for proper installation and labeling
22			5/11/2021		Light pole touch-up Paint does not match original coating
23					Coleche trails not to grade - no sheet flow. Acting as ditch and washing.
24					Erosion/ reveg needed at walk-in camping parking
26			8/18/2021		Parking stripes missing
27					Pit toilet slab at grade, gravel flowing into interior floor
28					Pit toilet bolts for clean-out manhole not secured
29					Water fountain panel screws missing
30					Water fountain not operational
31					Broken tree limbs near pit toilet need to be mitigated
32					D.G. trail at pit toilet overgrown with weeds. Trail not compacted or mounded to shed water
33					Construction debris is still present
34					Sign Type-F missing letters and loose from mounting
35					Campsite pads are overgrown
36					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.

AREA 18

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
2	4-way Intersection	BBI	1.2		Sidewalk & Culverts at Intersection (C2.19): It appears that the low point of the concrete sidewalk is not where it should be per the plans. The channel has not been graded correctly. The culvert flowline appears to be lower than the low point in the sidewalk. The grading in this area is pushing water from north to south, rather than south to north, as designed. Sediment has filled the area making it impossible to flow as designed. Along the road to the west of the intersection, swales should have been graded on either side. It appears that no swales were graded on the south side of the road, and only a part of the swale was graded on the north side, therefore no water is getting to the culverts and is instead running down the road. If regrading soil and shifting the low point in the sidewalk per design is not feasible, consider raising the sidewalk and adding culverts under. The channel needs to be regraded to slope toward the low point in the sidewalk. The swales along the road running west need to be graded per the plans. Spot elevations are needed at the culvert flowlines, along the sidewalk, at the low point in the sidewalk, and downstream (east) of the sidewalk.
3		Design Workshop	5.5		4-way Intersection on main road: Confirm grade and point of water crossing matches grading plans. Based on field observations, it appears that the low crossing point would occur over asphalt, please confirm grading is not fully in place and that low point of crossing will occur over concrete. Observed near intersection of RV/Main Road and Day use camping.
5			15		Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
6			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
7			20		Several light poles damaged. Poles were specially finished by manufacturer. Contact manufacturuer and supplier to confirm if a special paint to match coating can be supplied
9			23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
10				Concealed	Pre-emergent herbicide shall be used at planting beds per approved submittal and specifications
11			26.3		Repair all divots and damage to existing asphalt.
12			28		At the intersection of the main road and tent camping/RV camping, there are two (2) trees that need to be replaced due to damage sustained. One of the trees is snapped in half and the other tree has lost a significant piece of the tree structure. Despite these findings, both of these trees appear to be declining condition. Contractor shall remove and replace in kind.
13					Contractor shall ensure the grade adjacent to the regional trail is brought up flush with the trail. The adjacent grade is currently too low.
14		Wilco Parks Dept.	3/15/2021		Check J-boxes for proper installation and labeling
15			5/11/2021		Light pole touch-up Paint does not match original coating
16					Coleche trails not to grade - no sheet flow. Acting as ditch and washing.
17			6/1/2021		Water converging from all directions at corner of Reveille Way and Horseback Loop. It appears that grading adjacent to roadways needs to be corrected. Culvert in photo complete washed out.
18			8/18/2021		Bike trail/ ADA crossing uphill funnels water into wrong spot at intersection
19					Stress cracks froming at edges of asphalt
20					Un-designed water-crossing downstream is eroding
21					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.
22					

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
23	RV Loop	BBI			In general, it appears that the road and RV stalls were not constructed to the elevations shown in the plans. It appears that the road is set + fe et too low based on a 1053 tree base elevation. This is causing washout and stormwater to go to stalls that wasn't expected or planned for. Sp oils were placed where they shouldn't be, blocking drainage.
24					Stalls 7 & 8 (C2.16): Stall 7 appears to be approximately 3 feet lower than plans show. Because the stall and road are set lower than the plans show, water that should be draining to the east is now collecting and draining into stall 8, instead of sheet flowing away from the stall. This is c ausing washout on both sides of the DG and also increasing the flow to and under the limestone rock. It appears spoils may have been places in the areas surrounding stall 8, causing it to be several feet lower than the ground next to it. If the elevations cannot be corrected, consider c onstructing a valley gutter (concrete or asphalt) through stall 8 to redirect water to flow from the southwest corner of the stall to the north. A sw ale will need to be graded to direct water north and then east of the stall. Boulders should be added downstream to dissipate water before reac hing the road. Spot elevations are needed along the edge of asphalt along the road from stall 7 to stall 12. Spot elevations are needed along the edge of asphalt around stalls 7 and 8.
25					Stall 9 (C2.16): Washout is occurring along the edge of the stall where the DG and asphalt meet. It appears that the road was placed 2+ feet too low in this area. Therefore, the stall is placed several feet lower than it should be. Because the road and stalls are built too low, the ground areas on either side of stall 9 are too high. The ground surrounding the stall should be level with the stall but are several feet higher. This is causing more water to drain toward this stall than was planned, causing washout. If the elevations cannot be corrected, BBI suggests cutting the soils in the area to the left side of the stall down to elevation of the stall asphalt and grading a small swale to allow water to drain before hitting the DG. The lower road and thus lower stall are causing drainage to collect and cut into and erode the DG. Consider adding a ribbon curb to the north side edge of the stall to prevent washout. Spot elevations are needed along the edge of asphalt around stalls 9 & 10. Spot elevations are also needed along the edge of asphalt of the road from stall 7 to stall 12 to facilitate evaluation of drainage alternatives.
26					Stall 11 (C2.16): Washout is occurring along the edge of the stall where the DG meets the asphalt. The limestone rock added behind the stall should be level with the back of the stall, however it is placed higher than the stall. There are rock spoils left behind the stall blocking drainage. BBI suggests removing the top layer of limestone so that it is level with the back of the RV stall. Consider constructing a ribbon curb along the west edge of the stall to prevent washout of the DG. Spot elevations are needed along the edge of asphalt around the stall.
27					Stalls 16, 17, 18, 21, 22 (C2.19): Stormwater is pooling in these stalls. The area behind these stalls is higher than the stalls, when it should be lower according to the plans. Both stalls have low points, causing the water to pool. An option to consider is constructing a valley gutter (concrete or asphalt) across stall 17 and grading the stall to drain through the proposed valley gutter and north to the area between stalls 16 and 17. Stall 16 needs to be raised and graded to flow toward the area between stalls 16 and 17. A wide and shallow valley gutter (15-20' wide) should be constructed in the road between stalls 16 and 17 to allow water to cross the road. A shallow ditch should be graded on the west side of the road from the valley gutter, to the area south of stall 15 to allow water to move west to the existing channel. Spot elevations are needed along the edge of asphalt for the road between stalls 15 – 18, and along the edge of asphalt around stalls 15 – 18 to further evaluate this option.
30		Design Workshop	15		Ensure full 2" of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company 'Caliche Mix'. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
31			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
32			20		Several light poles damaged. Poles were specially finished by manufacturer. Contact manufacturuer and supplier to confirm if a special paint to match coating can be supplied
34					Set Stall 10 and any other numbers that are facing too far up, forward and dig into grade so that number more directly faces oncoming traffic

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
36	RV Loop	Design Workshop	23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
37				Concealed	Pre-emergent herbicide shall be used at planting beds per approved submittal and specifications
40			26.3		All landscape beds shall be kept weed free and contain pre-emergent herbicide to inhibit weed growth.
41			8/30/2021		Asphalt striping is failing
42		SRI	8/23/2021		Look at the plan and make sure head locations are off edges of pavement and hardscapes as shown on the plans in most cases this will be more than the 12”-18”
43					Heads along sidewalk edge need to be 12” off the edge.
44					Irrigation Controller 120V connection needs to be hardwired into the controller, note plugged into an outlet as done. Conduit needs to be electrical EMT not PVC Pipe. The male adapter into the controller needs to have a lock washer on it so that the conduit is stable and secure.
45					The Rain/Freeze Sensor installed is a Rain-Clik and not Solar Sync as specified on the plans. The sensor wire needs to be installed conduit not just hanging bare as it is.
46					Verify the irrigation point of connection. Specifically, the water supply size of pipe supplying the water source to the irrigation in this area. The pressure seemed to be a little low? Comparing this to the Day Use Pavilion which is further back in the site and the heads had much more pressure?
47					At point of connection it appears that the first ball valve isolation valve is not installed. There is a ball valve on the back flow device (DGDC) but that is part of the back flow device.
48					Y-Strainer filter unable to remove filter to clean due to box obstruction.
49					There are some ½” and/or ¾” pvc pipe stub ups that look like either trees were relocated or not installed. Verify and if trees are not to be installed then cap off pipes below grade.
50					Root Zone Watering Kits (Bubblers) on trees need to installed opposite of each other and level with the tree root ball. Some that are not installed correctly. It the tree is on any slope, opposite location would mean one on top side of slope and the other at bottom side of slope. We were not able to always verify that there were (2) per tree as specified. Need to uncover so that both are visible.
51					At point of connection it appears that the first ball valve isolation valve is not installed. There is a ball valve on the back flow device (DGDC) but that is part of the back flow device.
52					All Quick Coupler Valves not installed per plan details not consistent. The quick coupler valves need to be staked as per detail with galvanized pipe and worm gear. The swings joints appeared to be larger than specified? There was not 4” sleeve over the iso-ball valve. On many boxes they are not center as to allow a quick valve key to be inserted. Valve top should be at level to allow the lid to close on top (not sitting on valve) and key is free to turn when inserted. Valve box to be cleaned out and gravel to be install up to level just under the top of the quick coupler valve as shown in detail.
53					The quick coupler valve near section valves A3 and A6 is leaking.
54					Some of the drip section valve boxes are not centered allowing the filter lid to be removed and allowing the basket filter to be removed for cleaning.
55					All section remote control valves including the point of connection master valve did not have a Accu-Sync pressure regulator installed on them. This need to be discussed based on the fact that the exiting pressure may not require them to be installed.
56					All valve boxes need to be cleaned out providing a space under valves and then a minimum 6” gravel sump. Valve ID tags need to be installed.
57					(1) Rain Bird 500 Rotor head installed on outside of road across from bathrooms instead of Hunter 120.
58		Wilco Parks Dept.	DW 17		Asphalt edge along back of numerous RV stalls does not meet design intent. Contractor shall straighten out edges to clean up the transition between planting and asphalt. See plans for intent.
59			1/5/2021		Drainage swale at site #8 needs to be corrected and erosion damage repaired;
60					Excavated or sunken areas in wastewater drain field need to be corrected;
61					RV Camping Area trails incomplete.
64			3/15/2021		Complete trails around RV camping - not compacted
65					Check J-boxes for proper installation and labeling

AREA 14+17

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
69	RV Loop	Wilco Parks Dept.	5/11/2021		Light pole touch-up Paint does not match original coating
70					Stall 15 needs clean up; 16, 17: Asphalt allows for wrong direction turn; 18 sign busted
71					Asphalt misplaced - should not allow RV's to turn in wrong direction
72					21 tilt sign, 22 remove dirt/tilt sign
74			5/20/2021		Coleche trails not to grade - no sheet flow. Acting as ditch and washing.
75			8/18/2021		Stall #16 sign boulder rolled away
77					D.G. trail covering septic tank lids
78					D.G trail overgrown and not compacted
79					Check all stall code required separation between electrical boxes and water spigots
80					PVC counduit to electrical panel is not nutted or secured
81					Crosswalk paint on asphalt is failing
82					Trail is below grade
83					Sign is not adjacent to trail
84					Need credit for dead trees between Stalls #8 and #9
85			8/26/2021		Main electrical serivice ARC flash calculations missing
86					Main electrical service Junction boxes do not meet code size requirements (24"x24"x8" installed). Use NEC J-box requirement
87					Main electrical service Unistrut U-bolt is not attached at middle support for gutter
88					Main electrical service Sealing locknuts missing on panel penetrations
89					Underground wiring cut repairs have not been traced back to main panel and tested for cross-wiring - relabel panel as necessary
90					Stall #2 - Electrical hook-up is not secured to ground
91					Stall #3 - Electrical hook-up is not secured to ground
92					Stall #4 - Electrical hook-up is not secured to ground
93					Stall #5 - Electrical hook-up is not secured to ground due to water location
94					Stall #6 - Ground Box broken and washers are rusting
95					Stall #7 - Electrical hook-up is not secured to ground
96					Stall #11 - Electrical hook-up is not secured to ground
97					Stall #18 - Electrical hook-up is not secured to ground
98			8/30/2021		Stall #6 Park Host septic tank float valve needs adjustment
99					All stall markers need final install
100			9/9/2021		Main Service - The trip settings on the two (2) 400amp Eaton circuit breakers (KD-35K) is set at the minimum factory settings and have not been adjusted for the installation
101					The two(2) TransGuard surge arrestors are not hooked up and tied into the main services.
102					Panel LB1 has a 150amp circuit breaker that has no identification
103					There is no apparent main service grounding system visible.
104					An insulation test was performed on 9/09/2021. The results are on the spreadsheet attached. There are several concerning readings that indicate there are issues with several of the feeder wires that run from the main service to the camp site pedestal panels. The suggestion moving forward would be to have an outside company measure and verify readings for discovery.
105					Stall #14 has no feeder wires that tie into the pedestal. Wires from main service end and ground junction box located at site #14. There are exposed copper wires in the ground in the junction box and Williamson County Electricians have locked out the circuit breaker to that specific site.
106					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.
107					

AREA 14+17

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
108	Bath House (3)	Design Workshop	15		Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
109			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
110			20		Several light poles damaged. Poles were specially finished by manufacturer. Contact manufacturuer and supplier to confirm if a special paint to match coating can be supplied
112			23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
113				Concealed	Pre-emergent herbicide shall be used at planting beds per approved submittal and specifications
114					All landscape beds shall be kept weed free and contain pre-emergent herbicide to inhibit weed growth.
157		McKinney York Architects	CL 001		Discoloration of painted wood louvers observed. If cleaning does not eliminate discoloration, then strip/ prime/ repaint with the specified system according to MFR's instructions. Confirm surface prep and moisture content of wood are in accordance with paint MFR's instructions prior to repaint.
158					Provide insulation in exterior wall cavities as indicated.
163		Engineering 360	MYA 11		Installed roof decking observed to be 9/16” thick with span ratings of 40/20. Provide 5/8” thick C-D exterior plywood with span ratings of 48/24 as indicated – ref S001 Structural Notes VII. Framing, Note 7. Per previous email by Bob Lubecker @ Wilco, 1-1/2” staples were observed being used to fasten roof decking. These are unacceptable. Provide 6 nails @ 6” O.C. at all supports as indicated.
165					Rafters were cut at an incorrect angle resulting in large gaps between the rafter and ridge beam. Recut rafters for continuous contact (max 1/16” gap) between rafter and ridge beam or consult Structural EOR for addition of appropriate hangers.
166			MYA 16	Concealed	Where the slope of the wood hip rafters does not match the slope of the receiving steel saddle, fill gap with continuous wood wedge or other means for a fitted appearance. Confirm connection is acceptable with Structural Engineer.
167			MYA 17	Concealed	Decking shall be fastened through steel into top of rafter as needed, but not more than 5'-0" OC and not less than 2 fasteners per piece of steel.
168			MYA 18	Concealed	Fill the gap between hip rafter and saddle with continuous wood wedge or other means for a fitted appearance. Confirm connection is acceptable with Structural Engineer. Refer to Field Report16. Typical all buildings. After structural repairs at steel saddles noted in Field Report 16 are complete, fill open cavities in spray foam with more spray foam or pack with batt insulation.
169			MYA 21	Concealed	where there is a gap between the hip beam and the steel saddle, back out the bolts, fill gap with continuous wood panels on each side for a snug fit in the saddle, then reinstall bolts through the beam and filler panels.

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
172	Bath House (3)	HCE	MYA 10	Concealed	Flexible metal conduit observed in all applications to date; confirm conduit type is provided per specifications – ref 260533 Raceways and consult Electrical Engineer as required.
176			1	Concealed	Pay special attention to sealing around exterior boxes. Reference Photos ‘4a’ and ‘4b’ in field report
177				Concealed	No horizontal MC allowed. Replace with pipe wire per specifications. Reference Photos ‘5a’, ‘5b’ and ‘5c’ in field report.
179				Concealed	Provide saddles at refrigerant pipe support to prevent crushing of insulation per specifications
182				Concealed	Insulate transitions behind wall
183				Concealed	Properly support horizontal pex. Use saddle as required. Support vertically from above as well.
184			2	Concealed	Pex water piping has been installed in buildings. Pex piping has not been submitted or approved for use on this project. Provide copper piping as specified. Reference Photos ‘1a’ and ‘1b’ in field report
185			9/13/2021		Still need to address NEMA 1 panel in NEMA 3R location
186					Still needs correct labeling for piping
188		Wilco Parks Dept.	10/5/2020		NEMA 1 Electrical panel used on exterior of building. Remove and replace with outdoor rated panel.
193			5/11/2021		Light pole touch-up Paint does not match original coating
194			5/28/2021		Cracked toilets (2) at the RV bathhouse (one each in women's and men's restroom)
195					Rust stains on toilet. Valves leaking
197			8/18/2021		Rust forming through steel paint
198					Missing 2nd coat of green paint at eaves
199					Exterior sign screws are rusting
200					1-in. gap in bottom door frame not grouted - will allow pest and snake intrusion
201					"butter block" stone bench turned rough side up
202					Leaking shower box
203			8/26/2021		Light pole ground box missing poles
204					Conduit is outside of J-box with exposed wire (in plumbing chase)
205					J-boxes used are not large enough for conduit penetrations (in plumbing chase)
206					Insufficient conduit strapping (in plumbing chase)
207					Radiant heaters in shower areas do not appear to be GFCI
208			8/30/2021		Water not functional in showers. No shut-off valves
209					Mis-matched green paint at eaves
210					Faucets not to specification
211					Doors and hardware incomplete
212					Conduit at supply not installed
213			SR-010422-32		Chase heater inoperable. Wired for thermostat but none installed.
214					

AREA 14+17

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
215	Camping Pavilions (4N & 4S)	Design Workshop	15		Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
216			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
217			20		Several light poles damaged. Poles were specially finished by manufacturer. Contact manufacturuer and supplier to confirm if a special paint to match coating can be supplied
220			23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
221					Fix DG trail. Material has been disturbed and mixed with subgrade/ adjacent soil
231		Engineering 360	MYA 11	Concealed	Installed roof decking observed to be 9/16” thick with span ratings of 40/20. Provide 5/8” thick C-D exterior plywood with span ratings of 48/24 as indicated – ref S001 Structural Notes VII. Framing, Note 7. Per previous email by Bob Lubecker @ Wilco, 1-1/2” staples were observed being used to fasten roof decking. These are unacceptable. Provide 6 nails @ 6” O.C. at all supports as indicated.
233			MYA 17	Concealed	Decking shall be fastened through steel into top of rafter as needed, but not more than 5'-0" OC and not less than 2 fasteners per piece of steel.
234			MYA 18	Concealed	Fill the gap between hip rafter and saddle with continuous wood wedge or other means for a fitted appearance. Confirm connection is acceptable with Structural Engineer. Refer to Field Report16. Typical all buildings. After structural repairs at steel saddles noted in Field Report 16 are complete, fill open cavities in spray foam with more spray foam or pack with batt insulation.
235			MYA 21	Concealed	where there is a gap between the hip beam and the steel saddle, back out the bolts, fill gap with continuous wood panels on each side for a snug fit in the saddle, then reinstall bolts through the beam and filler panels.
246		Wilco Parks Dept.	5/11/2021		Light pole touch-up Paint does not match original coating
248			8/18/2021		PVC conduit to electrical panel is not nutted or secured.
250			8/26/2021		South - Sprinkler system sprays on panel
251					South - conduit strapping missing
252					South - Acuity lighting control boxes do not appear to be outdoor rated
253			8/27/2021		North - Panel breaker blank missing
254					North - conduit strapping missing
255					North - no 3M counduit protection wrap
256					North - no ARC Flash calculations
257					North - Acuity lighting control boxes do not appear to be outdoor rated
258					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.

	A	B	C	D	E
1	**Building**	**Agency**	**Report**	**Completion**	**Issues**
199	Day Use (2)	Design Workshop	14		Island not installed in roadway. Install island in asphalt per plan. *Rounded edges per plans
200			15		Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
201			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
214					Coating on BBQ pits around playground have been damaged and are rusting. Consult manufacturer and repair damage as suggested.
217			20		Several light poles damaged. Poles were specially finished by manufacturer. Contact manufacturuer and supplier to confirm if a special paint to match coating can be supplied
218				Concealed	Light not functioning at intersection of Reveille Way and drive to Day Use. Check all photocells and controls to confirm proper working order
223			22		Replace dead sotol and any other dead plant material
224			23		Plants missing at planting bed at day use based on qty checks. All plants will be counted / verified at all locations during substantial completion unless obvious or egregiously missing as noted in a following item within this report
230				Concealed	Reveg should extend for all disturbed areas. Image below is behind playground. Ensure final grading plans are referenced and followed during top soil placement. Soil is not intended to berm up behind playground wall. Existing soil is okay to remain, additional soil and reveg should be placed to cover exposed areas.
231				Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
232				Concealed	Pre-emergent herbicide shall be used at planting beds per approved submittal and specifications
236			28		All landscape beds shall be kept weed free and contain pre-emergent herbicide to inhibit weed growth.
238			8/30/2021		Day Use generally dirty. Thorough clean-up needed
239					Asphalt striping is failing
240					Several wheelstops are displaced
241					Rock (cibolo) edge detail @ bike racks on approach to playground not in place
268		McKinney York Architects	CL 001		Discoloration of painted wood louvers observed. If cleaning does not eliminate discoloration, then strip/ prime/ repaint with the specified system according to MFR's instructions. Confirm surface prep and moisture content of wood are in accordance with paint MFR's instructions prior to repaint.
269				Concealed	Provide insulation in exterior wall cavities as indicated.
271		Engineering 360	MYA 11	Concealed	Installed roof decking observed to be 9/16” thick with span ratings of 40/20. Provide 5/8” thick C-D exterior plywood with span ratings of 48/24 as indicated – ref S001 Structural Notes VII. Framing, Note 7. Per previous email by Bob Lubecker @ Wilco, 1-1/2” staples were observed being used to fasten roof decking. These are unacceptable. Provide 6 nails @ 6” O.C. at all supports as indicated.
275			MYA 17	Concealed	Decking shall be fastened through steel into top of rafter as needed, but not more than 5'-0" OC and not less than 2 fasteners per piece of steel.
276			MYA 18	Concealed	Fill the gap between hip rafter and saddle with continuous wood wedge or other means for a fitted appearance. Confirm connection is acceptable with Structural Engineer. Refer to Field Report16. Typical all buildings. After structural repairs at steel saddles noted in Field Report 16 are complete, fill open cavities in spray foam with more spray foam or pack with batt insulation.
284		HCE	MYA 10	Concealed	Flexible metal conduit observed in all applications to date; confirm conduit type is provided per specifications – ref 260533 Raceways and consult Electrical Engineer as required.
285			MYA 22	Concealed	Remove PEX per HCEs comments, insulate piping and patch concrete curb.
286			MYA 26	Concealed	Plastic conduit observed at hip/truss connection. Provide metal conduit as indicated.
296			1	Concealed	Insulate transitions behind wall
298			2	Concealed	Pex water piping has been installed in buildings. Pex piping has not been submitted or approved for use on this project. Provide copper piping as specified. Reference Photos ‘1a’ and ‘1b’ in field report
299			5	Concealed	Carrier missing for lavatory. Contractor to ensure pipe and wall cavity insulation are installed prior to closing up wall. Coordinate any reinforcing of structure due to notching with architect.

	A	B	C	D	E
1	**Building**	**Agency**	**Report**	**Completion**	**Issues**
300		HCE	9/13/2021		Address NEMA 1 panel in NEMA 3R installation
301					Provide temperature of mixing valves at all lavatories per plumbing fixture schedule.
302					Irrigation Controller 120V connection needs to be hardwired into the controller, note plugged into an outlet as done. Conduit needs to be electrical EMT not PVC Pipe. The male adapter into the controller needs to have a lock washer on it so that the conduit is stable and secure.
303					Sprayed heads around table not located as per plan.
304					Heads along sidewalk edge need to be 12” off the edge.
305					Section F8 remote control valve installed in a 10” round valve box. Should be a 12”x18” rectangular as specified. Also, isolation ball valve not installed prior to the remote control valve as specified.
306					The Quick Coupler Valve near section F8 is leaking.
307					There is a broken (leaking) rotor head on outside of patio near back.
308					Verify the irrigation point of connection. Specifically, the water supply size of pipe supplying the water source to the irrigation in this area. The pressure seemed to be a little low? Comparing this to the Day Use Pavilion which is further back in the site and the heads had much more pressure?
309					At point of connection it appears that the first ball valve isolation valve is not installed. There is a ball valve on the back flow device (DGDC) but that is part of the back flow device.
310					Some of the drip section valve boxes are not centered allowing the filter lid to be removed and allowing the basket filter to be removed for cleaning.
311	Day Use (2)	SRI	8/23/2021		All section remote control valves including the point of connection master valve did not have a Accu-Sync pressure regulator installed on them. This need to be discussed based on the fact that the exiting pressure may not require them to be installed.
312					All valve boxes need to be cleaned out providing a space under valves and then a minimum 6” gravel sump. Valve ID tags need to be installed.
313					Root Zone Watering Kits (Bubblers) on trees need to installed opposite of each other and level with the tree root ball. Some that are not installed correctly. It the tree is on any slope, opposite location would mean one on top side of slope and the other at bottom side of slope. We were not able to always verify that there were (2) per tree as specified. Need to uncover so that both are visible.
314					Some of the drip section valve boxes are not centered allowing the filter lid to be removed and allowing the basket filter to be removed for cleaning.
315					Drip lines are not installed per plans and details. The tubing was spaced at minimum 24” apart versus 12” specified. The lines also were not installed 3” below soil surface (not including mulch). It was apparent there was no consistency in coverage. Do not believe that end exhaust header or mid-supply headers including line flush valves and air relief valves are installed.
316					Verify Drip Valve installations are as per irrigation plans and details
317					All Quick Coupler Valves not installed per plan details not consistent. The quick coupler valves need to be staked as per detail with galvanized pipe and worm gear. The swings joints appeared to be larger than specified? There was not 4” sleeve over the iso-ball valve. On many boxes they are not center as to allow a quick valve key to be inserted. Valve top should be at level to allow the lid to close on top (not sitting on valve) and key is free to turn when inserted. Valve box to be cleaned out and gravel to be install up to level just under the top of the quick coupler valve as shown in detail.
318		Able 2 Access, Inc.			Provide accessible room signs at all new restrooms – no signs noted at restrooms.

	A	B	C	D	E
1	**Building**	**Agency**	**Report**	**Completion**	**Issues**
320	Day Use (2)	Wilco Parks Dept.	DW 26		Repair all divots and damage to existing asphalt.
322			10/5/2020		Exterior light controls wiring mixed-up between photo-cell operation and timer operation
323					Photo-cell j-box not sealed - Send SME's out need programming
324					J-box overloaded with splices
326					Light pole not plumb and paint bad
327					Side maintenance access to mechanical unit is obstructed by conduits. Underside access requires setting ladder in mop sink.
328					Mop sink backsplash drains water behind mop sink. Silicone insufficient correction
329					Electrical vault below grade. It will be obscured in time.
330					NEMA 1 electrical panel placed in outdoor location. Replace with weather-rated panel.
331			1/5/2021		Irrigation leaks in DG trail from parking to horseshoe area;
340			3/15/2021		Clean-out drainage culvert in Day-Use Area
341			5/11/2021		Light pole touch-up Paint does not match original coating
343			5/20/2021		Coleche trails not to grade - no sheet flow. Acting as ditch and washing.
344			8/18/2021		Light pole at swingset is leaning and oriented the wrong way for motion sensor to operate
345					Light poles at playground are oriented the wrong way for motion sensors to operate
346					1-in. gap in bottom door frame not grouted - will allow pest and snake intrusion
347			8/27/2021		Main service ground bond broken from main disconnect
348					Main service conduit straps missing
349					ARC Flash calculations missing
350					Several light pole bases are below grade
351					vertical GFCI outlets are mounted in horizontal orientation
352					Women's restroom motion sensor does not activate lighting
353					Conduit strapping missing in plumbing chase
354			8/30/2021		Rust coming through paint at steel structure
355					Insulation missing at plumbing in walls
356					GFCI outlets not functioning at serving wall
357					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.
358			SR-010422-32		Chase heater inoperable. Wired for thermostat but none installed.

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
2	Low Water Crossing	BBI	1.3		Sidewalk & Culverts (C2.13): The culvert and road appear to be about 2 feet below the design elevations. The low point in the sidewalk is west of where it was shown in the plans. There is considerable silt build up here. The ground on the north side of the sidewalk is much higher. The grading plan shows the grades should have tied in to existing next to the sidewalk. The rock berm is placed at the wrong location. Per the erosion and sedimentation control plans, the rock berm should be placed further downstream of the sidewalk. It is placed on the north side of the sidewalk, blocking drainage. The relation of the culvert flowline at 1020.75 and the sidewalk low point at 1020 were critical. If these elevations cannot be met through modifications, possibly raise the sidewalk and add culvert pipe under at the low point to let water through. The grades downstream need to be checked to ensure grades allow water to drain. Spot elevations are needed at the culvert flowline, through ditch between culvert and sidewalk, along the sidewalk and at the low point in the sidewalk, at the flowline of the rock berm, and through the creek downstream of the sidewalk.
4		Design Workshop	15	Concealed	Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
5			20	Concealed	Several site lights were on during the day while others were off. Check all photocells and controls to confirm proper working order
6			23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
7			28.6		Contractor shall ensure the grade adjacent to the regional trail is brought up flush with the trail. The adjacent grade is currently too low.
8		Wilco Parks Dept.	5/11/2021		Light pole touch-up Paint does not match original coating
9			5/20/2021		Coleche trails not to grade - no sheet flow. Acting as ditch and washing.
10			8/30/2021		Grading and erosion around undersized culvert. Un-designed, non-approved corrective emasures
11					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.
12					
13	Escarpment	Design Workshop	4		DW observed the current progress of uncovering limestone escarpment. It was noted in the field that rock should continued to be pulled off carefully to further expose the previously existing condition. Please there is another layer of escarpment that has not been uncovered.
14			13		Contractor to finish clean up of damaged escarpment area. All graded base material should be removed and revegetated per previous coordination. Please see RFI 032.
15			15		Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
16			23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
17		Wilco Parks Dept.			Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
2	Trailhead Parking West	Design Workshop	12		Ensure grade behind pit toilet slopes evenly and smoothly. Current condition looks incomplete. Trees should only be placed once final grades have been achieve and deleterious material has been removed. Trail is a washed out ditch, does this go uphill? (THJ Notes-2021.05.10)
3					Soil prep for hydromulch should be per spec.
4			13		Several trees show signs of decline and/or shock. Ensure trees are properly watered, verify soil backfill product matches or exceeds specifications.
5			15		Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
6			16		DW continues to observe plant material that is stressed from lack of water or otherwise not being cared for as needed to sustain life. Contractor shall ensure planting soil meets specs and adequate water is placed to maintain health of trees. The trees seen in images below are rejected and should be replaced with in kind based on contract documents.
7			20		Several light poles damaged. Poles were specially finished by manufacturer. Contact manufacturuer and supplier to confirm if a special paint to match coating can be supplied
11			23	Concealed	Irrigation should be calibrated to eliminate oversaturation or weed migration. Reference specifications for watering in regards to seeding/hydroseeding
13		SRI	8/23/2021		Irrigation controller installed on electrical rack was a plastic cabinet and not metal as per plans.
14					Irrigation Controller 120V connection needs to be hardwired into the controller, note plugged into an outlet as done. Conduit needs to be electrical EMT not PVC Pipe. The male adapter into the controller needs to have a lock washer on it so that the conduit is stable and secure.
15					Verify the irrigation point of connection. Specifically, the water supply size of pipe supplying the water source to the irrigation in this area. The pressure seemed to be a little low? Comparing this to the Day Use Pavilion which is further back in the site and the heads had much more pressure?
16					At point of connection it appears that the first ball valve isolation valve is not installed. There is a ball valve on the back flow device (DGDC) but that is part of the back flow device.
17					Root Zone Watering Kits (Bubblers) on trees need to installed opposite of each other and level with the tree root ball. Some that are not installed correctly. It the tree is on any slope, opposite location would mean one on top side of slope and the other at bottom side of slope. We were not able to always verify that there were (2) per tree as specified. Need to uncover so that both are visible.
18					Remote valves need to be installed.
19					Temporary irrigation line needs to be capped off and installed below grade in a 10” Round Valve Box.
20		Wilco Parks Dept.	10/5/2020		Site grading at pit toilet creates ponding in foreground that floods through the floor vent. Excavate finish grade so that slab is higher than adjacent grade
22			3/15/2021		Check J-boxes for proper installation and labeling
23			5/11/2021		High Voltage Electrical Panel stub-up is PVC wrapped in sheet metal… code issue?
24					Temporary road needs to be converted back to landscape. Erosion occuring
25					Light pole touch-up Paint does not match original coating
28			5/20/2021		Screws and seals missing from NEMA-3 panel. Excavation below panels is not filled-in.
29					Coleche trails not to grade - no sheet flow. Acting as ditch and washing.
30			8/18/2021		Light pole touch-up paint does not match original coating
31					Light poles are oriented the wrong way for motion sensors to operate
32					Contractor temporary road needs revegetation
33					Trail washes-out at Pit-toilet
34					Pit toilet slab at grade, gravel flowing into interior floor
35					Pit toilet bolts for clean-out manhole not secured

AREA 6

	A	B	C	D	E
1	**Feature**	**Agency**	**Report**	**Completion**	**Issues**
39	Trailhead Parking West	Wilco Parks Dept.	8/26/2021		Panel missing sealing locknuts
40					conduit missing strapping
41					Location of meter at main panel is washing away due to water run-off
42					Parking light pole base is below grade
43			8/30/2021		Missing sections of irrigation
44					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.

	A	B	C	D	E
1	**Building**	**Agency**	**Report**	**Completion**	**Issues**
3	Maintenance (5)	Design Workshop	11	Concealed	Slope of maintenance yard and road does not appear to be graded per plans. PCCI to confirm spot grades of CIP wall, shed piers and building slab. Further coordination required.
5			15		Ensure full 2” of topsoil for all areas to be revegetated. Topsoil shall comply with soil preparation specification and be free of aggregate and deleterious material. Seed germination should be representative of the follow species per Native American Seed Company ‘Caliche Mix’. Ensure watering schedule/methods are implemented to avoid wilting, puddling, erosion and displacement of seed per 329200
32		HCE	MYA 10	Concealed	Flexible metal conduit observed in all applications to date; confirm conduit type is provided per specifications – ref 260533 Raceways and consult Electrical Engineer as required.
57		SRI	8/23/2021		Temporary irrigation valve needs to capped off and located below grade in a 10” round valve box.
58		Wilco Parks Dept.	DW 6		CIP wall near residence. CIP concrete wall installed without expansion joints per detail. Wall should have expansion joint and leave out every 20’ to allow water to discharge over wall and discourage water from channeling and eroding behind wall. Contractor to propose solutions for LA/Owner review.
59			DW 26		Repair all divots and damage to existing asphalt.
60			HCE 2	Concealed	Pex water piping has been installed in buildings. Pex piping has not been submitted or approved for use on this project. Provide copper piping as specified. Reference Photos ‘1a’ and ‘1b’ in field report
61			3/15/2021		Patch pavement at Maintenance building
62					Check J-boxes for proper installation and labeling
63			5/11/2021		Electrical conduit main service stub-up is PVC and should be
64					Leak at ridge
65					Coleche trails not to grade - no sheet flow. Acting as ditch and washing.
66			6/1/2021		Water in Maintenance Building – it appears that water entered the overhead ventilation fan and office door on the north side of the building during rainstorm on 5-28-21. This has been noted and addressed on previous reports; however, remains an issue.
68			8/27/2021		Conduit strapping missing at feeder conduit
69					ARC Flash calculations missing
70			9/23/2021		Complete backfill of excavated area
71					Portions of the property/landscape that have been affected and disturbed by construction and are not immediately adjacent to the paved road (example: the pipeline) have not been re-vegetated, or hydro-mulched. This will need to occur in order for us to limit those areas ultimately becoming “rogue or unauthorized” trails.

AREA 2

ATTACHMENT B

FEE SCHEDULE

This schedule indicates Additional Fees by Subconsultants:		$	195,456
100%			

9%	**Design Workshop (Landscape)**	$	18,000
73%	**Huitt-Zollars (Civil)**	$	141,956
8%	**McKinney York Architects**	$	15,000
3%	**Kings E360 - Formerly Engineering 360 (Structural)**	$	5,500
8%	**Hendrix Consulting Engineers (MEP)**	$	15,000

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **Ninety-Eight (98) calendar days** from the date of this Supplemental] Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Supplemental Agreement Execution Date	**02/22/22**
DESTRUCTIVE TESTING	
Field Observation of destructive tests	03/01/22
Draft Plans & Specifications for corrections	03/31/22
CONSTRUCTION DOCUMENTS	
Complete Plans & Specifications	04/29/22
Supplemental Agreement Termination Date	**05/31/22**

Commissioners Court - Regular Session **37.**

Meeting Date: 02/22/2022

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.

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	01/18/2022 11:30 AM
Form Started By: Vicky Edwards		Started On: 01/18/2022 10:03 AM
Final Approval Date: 01/18/2022		

Commissioners Court - Regular Session **38.**

Meeting Date: 02/22/2022

Approval of Ratification of Spot Purchase Flex Base Purchase Order #179796 and approval of Purchase Requisition #128143

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying spot Purchase Order (PO) #179796 in the amount of $112.500, and approving spot Purchase Requisition #128143 in the amount of $120,000, for Flex Base, from Central Texas Stone and Aggregate LLC.

Background

According to the Brooks treatise: “the county would still be able to make “spot purchases” [of road materials] in the event that the contract supplier is unable to perform, so long as such purchases are not done in a manner to avoid competitive bidding.” 36 Tex. Prac., County and Special District Law § 18.11 (2d ed.). Due to this being time critical to allow for County operations to continue, spot purchases are being facilitated while a new solicitation is accomplished and a new contract awarded. The initial spot purchase PO was issued on January 14, 2022, due to the current contractors not being able to provide product at that time. The second spot purchase is in the queue awaiting approval. Both Flex Base vendors were terminated per 02.01.2022 Commissioners Court session, agenda item #23. Funding Source: 01.0200.0210.003551. New solicitation was issued on 02.15.2022. Department Contact: Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	02/17/2022 09:40 AM
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:09 AM
Form Started By: Kerstin Hancock		Started On: 02/14/2022 02:57 PM
Final Approval Date: 02/17/2022		

Commissioners Court - Regular Session **39.**

Meeting Date: 02/22/2022

2013 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Road Bond Budget Transfer per Mike Weaver, Road Bond Manager, to move $50,000 from P224 (North Mays) to P284 (Hairy Man Road/Brushy Creek), $350,000 from P224 (North Mays) to P270 (Great Oaks Bridge), $175,000 from P290 (2013 Non-Departmental) to P285 (CR 200), $500,000 from P326 (FM 2243) to P285 (CR 200) and $50,000 from P293 (Kauffman Loop) to P231 (Reagan Blvd at IH35).

Also, to close P302 and move the remaining funds ($197,576.22) to P261 (CR 110 Middle; $100,000) and P290 (2013 Non-Departmental; $97,576.22).

Background

The attached memo provides more detail on the funds being transferred.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/15/2022 03:08 PM
Form Started By: Tomika Lynce		Started On: 02/14/2022 11:33 AM
Final Approval Date: 02/15/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

February 10, 2022

Re: 2013 Road Bond Project Budget Closure and Adjustment

Dear Ms. Lynce,

Please process the following 2013 Road Bond budget adjustment as well as close the indicated projects:

- Move $50,000.00 from P-224 North Mays to P-284 Hairy Man Rd/Brushy Creek;
- Move $350,000.00 from P-224 North Mays to P-270 Great Oaks Bridge;
- Move $175,000.00 from P-290 Unallocation Interest to P-285 CR 200;
- Move $500,000.00 from P-326 RM 2243 to P-285 CR 200;
- Move $50,000.00 from P-293 Kauffman Loop Phase 1 to P-231 Reagan Blvd at IH35;
- Move $100,000.00 from P-302 SH 130 Frontage Road Phase 3 to P-261 CR 110 Middle;
    - Close P-302 SH 130 Frontage Road Phase 3.

If you have any questions, please let me know.

Thank you

Michael J. Weaver

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **40.**

Meeting Date: 02/22/2022

CR 245 Bridgefarmer 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 Contract Amendment No. 2 to the CR 245 contract between Williamson County and Bridgefarmer & Associates, Inc. relating to the 2019 Road Bond Program. Project: P353 Fund Source: Road Bonds

Background

Bridgefarmer Contract Amendment No. 2 increases the contract compensation cap by $10,000.00 from $1,100,000.00 to $1,110,000.00. The increase will allow for the execution of a Supplemental Work Authorization for the addition of a right turn lane design. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR245-Bridgefarmer-ContractAmendment2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 11:49 AM
Form Started By: Marie Walters		Started On: 02/17/2022 09:55 AM
Final Approval Date: 02/17/2022		

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 245 (RM2338 to Ronald Reagan Blvd.) ("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 Bridgefarmer & Associates, 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 April 7, 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 $1,100,000.00; 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 $1,100,000.00 to $1,110,000.00.

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:

By: _____
Signature

Mansoor Ahsan, P.E.
Printed Name

Chief Executive Officer
Title

_2/10/2022_
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

2/17/2022

Commissioners Court - Regular Session **41.**

Meeting Date: 02/22/2022

Bud Stockton Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission required as part of the Due Diligence Environmental Investigations on the Bud Stockton Project, a Road Bond Project in Commissioner Pct. 4 - Project Number P307.

Background

The permit requests the approval of intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placing on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BudStockton-THC-AntiquitiesPermit-App

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 10:53 AM
Form Started By: Marie Walters		Started On: 02/17/2022 09:42 AM
Final Approval Date: 02/17/2022		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) C. Bud Stockton Loop Extension
County (ies) Williamson
USGS Quadrangle Name and Number Cobbs Cavern (3097-11) and Jarrell (3097-12)
Federal Involvement ☐ Yes ☒ No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Currently private lands that will be purchased by Williamson County and County-owned land
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Williamson County
Representative Judge Bill Gravell, Jr.- County Judge
Address 710 South Main St, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512-943-1550 Email Address bgravell@wilco.org

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Andrea Burden
Affiliation Blanton & Associates Inc
Address 5 Lakeway Centre Court, Suite 200
City/State/Zip Austin, TX 78734
Telephone (include area code) 512-264-1095 Email Address andrea.burden@blantonassociates.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork February 2022
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Attached

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Non-Collection Survey
Permanent Curatorial Facility CAR UTSA (Paperwork only)

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner, _____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, Judge Bill Gravell, Jr., as legal representative of the Sponsor, Williamson County, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Andrea Burden, as Principal Investigator employed by Blanton & Associates (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature Andrea Burden Date 02/16/2022

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.state.tx.us
3/3/09

TEXAS HISTORICAL COMMISSION
The State Agency for Historic Preservation

February 16, 2022

SCOPE OF WORK
INTENSIVE ARCHEOLOGICAL SURVEY OF THE
C. BUD STOCKTON LOOP EXTENSION PROJECT
WILLIAMSON COUNTY, TEXAS
COUNTY JOB NUMBER P307

PROJECT DESCRIPTION

Williamson County is proposing to construct approximately 1.3 miles of new location roadway that would extend C. Bud Stockton Loop from Farm-to-Market (FM) 487 to Williamson County Road (CR) 305 in the City of Jarrell, Williamson County, Texas. The proposed interim project would require an additional 118 feet-wide of new right-of-way (ROW) from 75 feet north of FM 487 to CR 305 (approximately 20.12 acres) in new location. Additional ROW would be required for approximately 955 feet long and 35 feet wide paralleling CR 305 to accommodate drainage improvements affiliated with the project (approximately 0.80 acre). The proposed improvements also include two temporary construction easement (TCE) areas to accommodate future driveway improvements from the City of Jarrell High School facility (0.07 and 0.32 acre, respectively) and a drainage easement along the west proposed ROW surrounding the City of Jarrell High School baseball field (1.09 acres). A proposed grading easement is needed surrounding an existing pond and is approximately 0.51-acre in size.

The existing C. Bud Stockton Loop roadway consists of two 12-foot-wide travel lanes, one in each direction, with 8-foot-wide outside shoulders. Drainage is accommodated through open ditches. Striping and pavement improvements are proposed along the existing C. Bud Stockton Loop roadway from approximately 500 feet south of the FM 487 intersection to the existing FM 487 ROW (approximately 1.14 acres). No additional ROW is proposed for these striping and paving improvements.

The proposed interim C. Bud Stockton Loop improvements would consist of two 12-foot-wide travel lanes, one in each direction, with 8 foot-wide inside and outside shoulders and a 30-foot-wide clear zone. At intersections, the roadway would include an additional 12-foot-wide left turning lane, as well as for right turning areas, a 12-foot-wide turning lane. For the right-turn areas, the roadway would include a flush median that varies between zero and 12 feet in width. Drainage would be accommodated through open ditches and culverts diverting surface flow under existing and proposed improvements at various locations and either discharging into the proposed drainage easement or into existing surface waters east of the intersection of intersection of the proposed future interim C. Bud Stockton Loop/CR 305 intersection.

The existing CR 305 facility contains two 12-foot-wide travel lanes, one in each direction, within an existing 69-foot-wide ROW. The existing ROW for CR 305 is approximately 0.62 acre. Drainage is accommodated through open ditches and swales outside of the travel lanes. Additional striping and pavement improvements

are proposed along CR 305 from approximately 400 feet west to approximately 145 feet east of the proposed future interim C. Bud Stockton Loop/CR 305 intersection. No additional ROW is proposed for these striping and paving improvements.

The proposed project would be approximately 24.67 acres in size, encompassing approximately 21.44 acres of right of way (ROW) across privately-owned land and approximately 3.23 acres of County-owned land. **Figures 1** and **2** (**Appendix A**) provide the project location on a county base map and topographic base map. The preliminary project plans are provided in **Appendix B**.

Since Williamson County either owns or will be purchasing the land where project activities are proposed, the project is subject to review under the Antiquities Code of Texas (9 TNRC 191) and associated state regulations (13 TAC 26). The proposed project will be completely locally funded and is not anticipated to require a federal permit, approval, or license, and as such the project will not require review under Section 106 of the National Historic Preservation Act and associated federal regulations (36 CFR 800).

Definition of the Area of Potential Effects

The project's horizontal area of potential effects (APE) for archeological resources corresponds with the project footprint and would be approximately 24.67 total acres (1.76 acres of existing ROW, 20.92 acres of proposed ROW, 1.09 acres of proposed drainage easement, 0.39 acres of temporary construction easement, and 0.51 acres of grading easement). The vertical APE for the project would be the maximum depth of impacts, which is assumed to be no more than 3 feet deep except for existing and proposed ROW and temporary construction easement and grading easement and 10 feet deep for the proposed drainage easement.

BACKGROUND INFORMATION

A background review of data extracted from area topographic, soils, and geology maps was conducted. Also, previous archeological surveys and locations of recorded archeological sites within 1 mile of the project APE were reviewed by consulting the Texas Historical Commission's (THC's) restricted-access Online Archeological Sites Atlas (Atlas). In addition to identifying recorded archeological sites, the review included the following types of information on the Atlas: National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), and cemeteries. A combination of 1893, 1954, and 1964 U.S. Geological Survey (USGS) topographical maps and 1963 and 1981 aerial photographs of the APE were consulted to identify historical structures, which may or may not be extant, that may represent high probability areas for the presence of historic archeological sites (otherwise known as an Historic High Probability Area or HHPA) (Nationwide Environmental Title Research [NETR] 2021; USGS 2021a). The National Park Service's El Camino Real de los Tejas National Historic Trail GIS viewer was also consulted to determine proximity of the project APE to this resource as it may offer additional contextual information (National Park Service 2021). The Texas Freedom Colonies Atlas was also consulted to determine if a freedom colony has been recorded in this area (Texas A&M University 2021). The results of the comprehensive review are presented below.

Topography

The APE is located within the Edwards Plateau physiographic region (Bureau of Economic Geology [BEG] 1996). This area is dominated by relatively flat terrain with box canyons that ranges in elevation from 450 to 3000 feet above mean sea level (BEG 1996). The area surrounding the APE is a mix of residential, undeveloped rangeland and pasture, and small amounts of commercial uses. The APE crosses uplands overlooking Salado Creek, and would be low to moderate probability for the presence of pre-contact era archeological sites.

Geology

The geologic structure of the Edwards Plateau is characterized by beds tilted south comprised of limestones and dolomites (BEG 1996). The APE crosses two geologic units: Early Cretaceous Georgetown Limestone and Late Cretaceous Buda Limestone and Del Rio Clay (BEG 1981). Buda Limestone, Del Rio Clay, and Georgetown Limestone predate the generally accepted timeframe for human occupation of North America, and thus appear too old to harbor preserved archeological deposits (USGS 2019b).

Soils

The APE crosses three soil associations: Denton silty clay (1 to 3 percent slopes), Doss silty clay (1 to 5 percent slopes), and Houston Black clay (1 to 3 percent slopes (Web Soil Survey 2021). Denton soils are silty and clayey sloping alluvium that formed over residuum weathered from limestone bedrock, while Doss soils are clayey upland sloping soils that developed *in situ* from residuum weathered from marls and limestone (Web Soil Survey 2021). These soils have some potential to contain near surface archaeological deposits, but little to no potential to contain intact buried archeological deposits. Houston Black soils are generally dense clayey upland soils that developed *in situ* from chalks and marls (Web Soil Survey 2021) and have some potential to contain near surface archaeological deposits, but little to no potential to contain intact buried archeological deposits.

Discussion of Previous Work and Sites

According to review of Atlas data on November 10, 2021, no part of the APE has been previously surveyed for archeological resources, but three surveys have been conducted within a 1-mile radius (**Figures 3** and **4** in **Appendix A, Table 1**). No recorded archeological sites cross the APE, although one archeological site (41WM1276) is located within a 1-mile radius of the APE (see **Figures 3** and **4**, **Table 2**).

One cemetery, the non-perpetual care Land Cemetery, also known as the Salado Valley Cemetery, abuts the APE (see **Figures 3** and **4**, **Table 2**). According to research, the first interment within the Land Cemetery occurred in 1862, when the cemetery was exclusively private and used by the Land Family (THC 2006, 2010). The cemetery was rededicated as a public "burying ground for the citizens of Salado Valley and surround County" in 1886 (Williamson County Clerk's Office 1887). To date, Land Cemetery reportedly contains over 200 marked graves, an unknown number of unmarked graves, is open to the public, and is still actively accepting burials (Findagrave.com 2021; THC 2006, 2010). It is unknown if the cemetery was once racially segregated; however, as a community cemetery and given common social practices of the late

nineteenth and early twentieth century in Central Texas, this is likely. The cemetery received a Historic Texas Cemetery designation in 2006 (THC 2010), and the text of the historical marker erected at the site is as follows:

THIS BURIAL GROUND ORIGINALLY SERVED THE CORN HILL COMMUNITY, AN EARLY WILLIAMSON COUNTY SETTLEMENT NAMED BY COUNTY JUDGE JOHN E. KING FOR THE FIELDS OF CORN SURROUNDING HIS HOME. BY THE 1880s, CORN HILL HAD A POST OFFICE, BUSINESSES, CHURCHES, FRATERNAL LODGES, COTTON GINS, MILLS, A NEWSPAPER AND A SCHOOL. LAND CEMETERY IS ON PROPERTY OWNED BY SETTLERS NICHOLAS (d. 1896) AND ELIZABETH ANN (GILES) LAND (d. 1911), WHO IN 1863 BURIED HIS OLDEST SON, JOHN, HERE, ESTABLISHING A FAMILY BURIAL GROUND; THEY SOON OPENED IT TO NEIGHBORING FAMILIES AS WELL. AT LEAST 25 INDIVIDUALS WERE INTERRED IN THE GRAVEYARD BEFORE 1886, WHEN THE SALADO VALLEY CEMETERY ASSOCIATION PURCHASED 4.1 ACRES FROM NICHOLAS AND ELIZABETH LAND FOR CEMETERY USE. OTHERS INVOLVED IN THE LAND TRANSACTION WERE R.K. AND MARY LOU SHAVER, J.B. AND BELL SHAVER, AND TRUSTEES G.B. BUCHANAN, W.P. ROUTON, AND J.W. ROBERTSON. IN 1909, THE BARTLETT WESTERN RAILWAY BYPASSED CORN HILL. THE COMMUNITY OF JARRELL WAS ORGANIZED ALONG THE RAIL LINE AND RESIDENTS SOON BEGAN TO ALSO USE THIS BURIAL GROUND. CEMETERY FEATURES INCLUDE CURBING, OBELISKS, INTERIOR FENCING, VERTICAL STONES, GRAVE SLABS AND FALSE CRYPTS. THE INTERRED INCLUDE VETERANS OF FOREIGN CONFLICTS AND MEMBERS OF THE KNAUTH, LANGENEGGER, AND SCHWERTNER FAMILIES, GERMAN IMMIGRANTS WHO WERE AMONG THE AREA'S EARLY SETTLERS. THE 1997 F5 JARRELL TORNADO, WHICH RESULTED IN THE DEATHS OF 27 INDIVIDUALS, DAMAGED GRAVESTONES IN THE CEMETERY; MANY WERE LATER REPAIRED. TODAY, THE SALADO VALLEY CEMETERY ASSOCIATION CONTINUES TO CARE FOR THIS BURIAL GROUND, WHICH SERVES AS A CONNECTION BETWEEN THE EARLY RESIDENTS OF CORN HILL AND THE MANY OTHERS WHO HAVE LIVED NEAR SALADO CREEK IN NORTHERN WILLIAMSON COUNTY.

Given potential for unmarked burials and the age of the cemetery, it is important to assess the current boundaries considering possible historic-era aberrations. Deed research has indicated that the cemetery measured 4.1 acres in 1886, but current county appraisal district records indicate the property has been reduced to 2.24 acres (97,574 square feet) in size (Williamson County Clerk's Office 1887; Williamson County Appraisal District 2021). A deed record for 163.36 acres of land (comprised of two tracts, one 133.41 acres and the other 29.95 acres), currently owned by Gregory Danek, that abuts the cemetery along its southern boundary states that "This property includes a fenced area that is subject to an old abandoned lane for the Land Cemetary that was formerly a part of the 4.1 acre property that was deeded to the Salado Valley Cemetery Association of record in Vol. 42, Pg. 356, Deed Records", suggesting the missing 1.86 acres is encompassed by this original lane to the cemetery (Williamson County Clerk's Office 2007). Review of aerial photos indicates this original lane must have been replaced before 1953 with an alternative access road, which appears to be the current 0.5-mile-long dirt lane leading to the cemetery from CR 305 (USGS EarthExplorer 2021). Copies of the referenced county records are included in **Appendix C**. A map indicating the location of the abandoned lane is included in **Figure 5** in **Appendix A**.

Two OTHMs are located within 1 mile of the APE (see **Figures 3** and **4**, **Table 2**). No NRHP Properties, or NRHP Districts were identified within 1 mile of the APE. Also, no HHPAs were identified within the APE (NETR 2021). The project is not within 1 mile of the El Camino Real de los Tejas National Historic Trail or any currently documented freedom colony.

Table 1. Previous Investigations within 1 Mile of APE

Project	Sponsor/ Investigator	Site(s) Discovered or Revisited	Approximate Distance of Previous Project APE	Reference
1997 Williamson County Raw Water Pipeline Survey	Williamson County	None w/in 1 mile of APE	0.66 mile	Schroeder et al. 1999
2012 IH-35 Underpass at Bud Stockton Loop Survey	TxDOT (Texas Department of Transportation)	41WM1276	0.81 mile	Beene and Burden 2018
2016 East Williamson County Rural Water Transmission System Survey	Lone Star Regional Water Authority	None w/in 1 mile of APE	0.96 mile	Godwin 2016

Table 2. Resources within 1 Mile of APE

Site/Cemetery/NRHP District	Description	SAL/NRHP eligibility	Approximate Distance to APE
41WM1276	Historic-era farmstead	Determined Ineligible within IH 35 ROW 2014	0.82 mile
Corn Hill Community	Historical Marker	NA	0.81 mile
Land Cemetery	Historical Cemetery/Historical Marker	Undetermined	Abuts the APE

Description of Existing Disturbances

Portions of the APE have been disturbed by roadway construction and the remainder has been subjected to agricultural cultivation for over 40 years. No documented oil and gas pipelines cross the APE (Railroad Commission of Texas 2021). One municipal water pipeline crosses the APE, parallel to the south side of CR 305 (Public Utility Commission 2021).

RESEARCH DESIGN

Blanton & Associates, Inc. (B&A) proposes to conduct 100-percent intensive archeological survey of the APE to identify archeological sites, which will consist of surface examination coupled with systematic shovel testing. Shovel test transect intervals will not exceed 98 feet (30 meters [m]) wide across the APE and shovel test density will be at least one shovel test for every 328 linear feet (100 linear m) per transect.

All 30-centimeter (cm) diameter shovel tests will be excavated in arbitrary 10-cm levels to a minimum of 80 cm in depth or culturally sterile sediments, whichever occurs first. All excavated soil will be screened through 0.25-inch (0.63 cm) hardware cloth.

All field investigations will be carried out prior to the proposed construction in order to identify any potential archeological or historic properties within the APE that may be affected by the undertaking. All survey methods will comply with applicable standards outlined and defined in 13 Texas Administrative Code (TAC) 26.15(6) and policies of the THC, as well as guidelines of the Council of Texas Archeologists (CTA), or plausible justification for deviation from these standards will be explicitly provided in the draft survey report. Field observations will be recorded on appropriate B&A field forms and the locations of each shovel test will be plotted with a hand-held global positioning system (GPS) receiver equipped with sub-meter accuracy. The entire survey area will be photo documented.

In accordance with the 2020 revised state archeological standards, an archeological site and isolated find are defined as follows. An archeological site is any terrestrial or marine-based place that exhibits physical evidence of human activity over 50 years of age that may be surficial or subsurface and includes the material remains of said activity such as discrete cultural features (e.g., stains, middens, pits, hearths, postholes, mounds, roads, trails, human graves, shipwrecks, dams, remains of buildings or structures, rock art, water systems, or artifact caches, etc.) or non-discrete activity areas (e.g., artifact or ecofact scatters, lithic procurement localities, occupation zones, game processing locales, or battlefields, etc.) or a combination thereof that allows for its interpretation. This definition is based on Advisory Council on Historic Preservation Section 106 Archaeology Guidance, the Society for American Archaeology site definition, and 13 TAC 26.3[5]. Sites will be recorded on a State of Texas Archeological Site Data Form, a site sketch map will be drafted, and photos of the site will be taken. This form will be submitted to the Texas Archeological Research Laboratory and a trinomial will be obtained. Each archeological site documented as a result of the survey will be evaluated according to published eligibility criteria for inclusion in the NRHP or designation as a SAL. An isolated find is the location of less than three artifacts (e.g., artifacts originating from one source, such as three pieces of the same bottle should be counted as one artifact) devoid of association with any discrete cultural feature or non-discrete activity area within a 328-foot (100-m) diameter area, unless it is an exceptionally rare and significant find (e.g., Clovis point). Isolated finds will be photographed, and the locations of each will be recorded by GPS and documented in the survey report. This definition is based on State Historic Preservation Officer guidelines for Kansas, Kentucky, Louisiana, Montana, New Mexico, and Utah, as well as Arizona State Museum site designation guidelines.

Survey will be conducted within portions of the APE where right of entry (ROE) has been granted at the time of survey. If ROE is not granted at the time of survey, investigators will attempt to assess the APE from public land and will make recommendations regarding further survey, if necessary.

If cultural materials or indications of an archeological site are discovered during survey, a minimum of six shovel tests will be excavated in a cruciform pattern radiating out from the initial positive shovel test at intervals no greater than 10 m until two negative shovel tests are found in each direction or topographic limits (e.g., landform boundaries, streams) are reached to delineate the horizontal and vertical extent of the site.

Artifacts, if encountered, will not be collected during survey but will be sufficiently described and photographed in the field for further analysis according to 2020 revised state archeological survey standards. All survey records, including photographs, will be processed for curation at the Center for Archaeological Research (CAR) at The University of Texas at San Antonio according to CAR's *Standards and Procedures for the Preparation of Archaeological Collections, Records, and Photographs* (n.d.).

As the Land Cemetery abuts the APE, possible compliance with the Texas Health and Safety Code Title 8 (c) Chapter 711 and associated regulations (13 TAC 22) may be required. Although the cemetery boundary is fenced and has been documented at its present extent since 1886, given the age and condition of the cemetery, there is potential for the existence of unmarked graves outside the fenced boundary near the APE. To determine the potential for unmarked graves to extend into the APE, archival research of historic maps and documents housed at the county courthouse and appraisal district office (e.g., commissioner's court records, deeds, maps, aerial photos), and consultation with the Williamson County Historical Commission and the State Cemetery Coordinator will be conducted. Results of this research will be supplemented by reconnaissance survey of the cemetery boundary as recorded in County records.

Although not anticipated within the APE, if intentional human burials (historic or pre-contact) are encountered during the survey, the find will be secured and B&A will notify Williamson County. In addition, the THC will be consulted to ensure work continues in accordance with provisions of the Texas Health and Safety Code Title 8 (c), Chapter 711, as amended, and associated regulations (13 TAC 22).

REPORTING REQUIREMENTS

Following fieldwork, a report of findings will be generated in accordance with standards for reports relating to archeological permits (13 TAC 26.16), guidelines of the CTA for cultural resources management reports. This report will include discussion of the results of the field investigations, a list of identified sites if any, eligibility recommendations for each site, and the criteria under which the sites were evaluated. The report will also include recommendations for further work or no further work with appropriate justifications based on the requirements of 13 TAC 26.15 and defined in 13 TAC 26.10. The report will also include the locations of each shovel test, recorded site locations, and specify land ownership for these areas.

A copy of the draft report will be submitted to Williamson County and the THC for review and comment. A shapefile of the project location will also be submitted to the THC. Upon concurrence with the draft report, one pdf copy of the final report will be submitted to the THC in partial fulfillment of permit requirements. The pdf copy of the final report will contain at least one map with the plotted location of any and all recorded sites. A copy of the final report will also accompany all survey records and photographs to CAR for curation.

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2010 Historic Texas Cemetery Marker Application- Land Cemetery. Texas Historical Commission, Austin.

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Williamson County Appraisal District

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1887 Deed Records Vol. 42, Page 356. Williamson County Clerk's Office, Georgetown, Texas.

2007 Deed Records Vol. 1584, Page 531. Williamson County Clerk's Office, Georgetown, Texas.

APPENDIX A

Figures

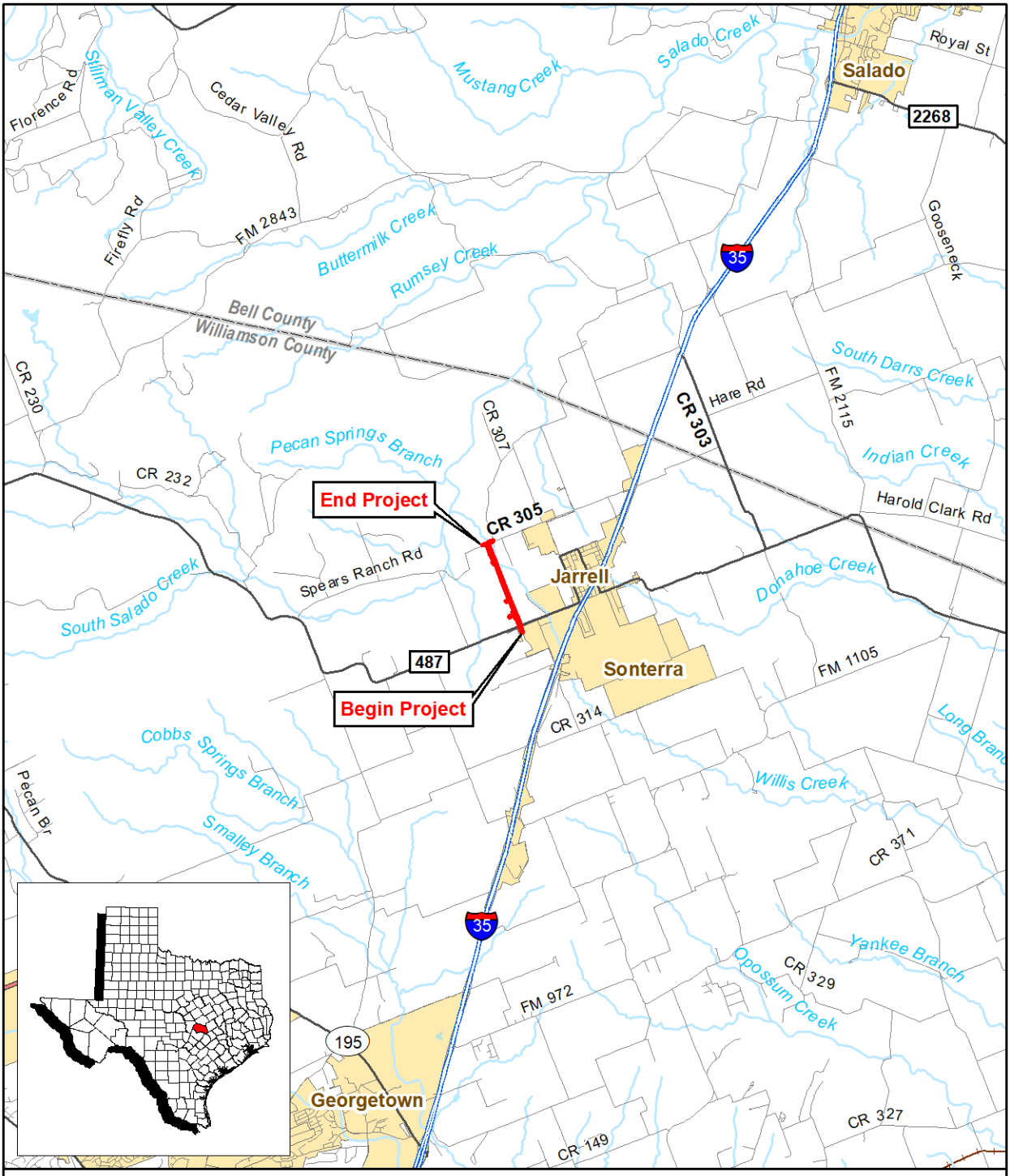

Figure 1
Project Location
on County Base
C. Bud Stockton Loop Extension
Williamson County, Texas
County Job Number: P307

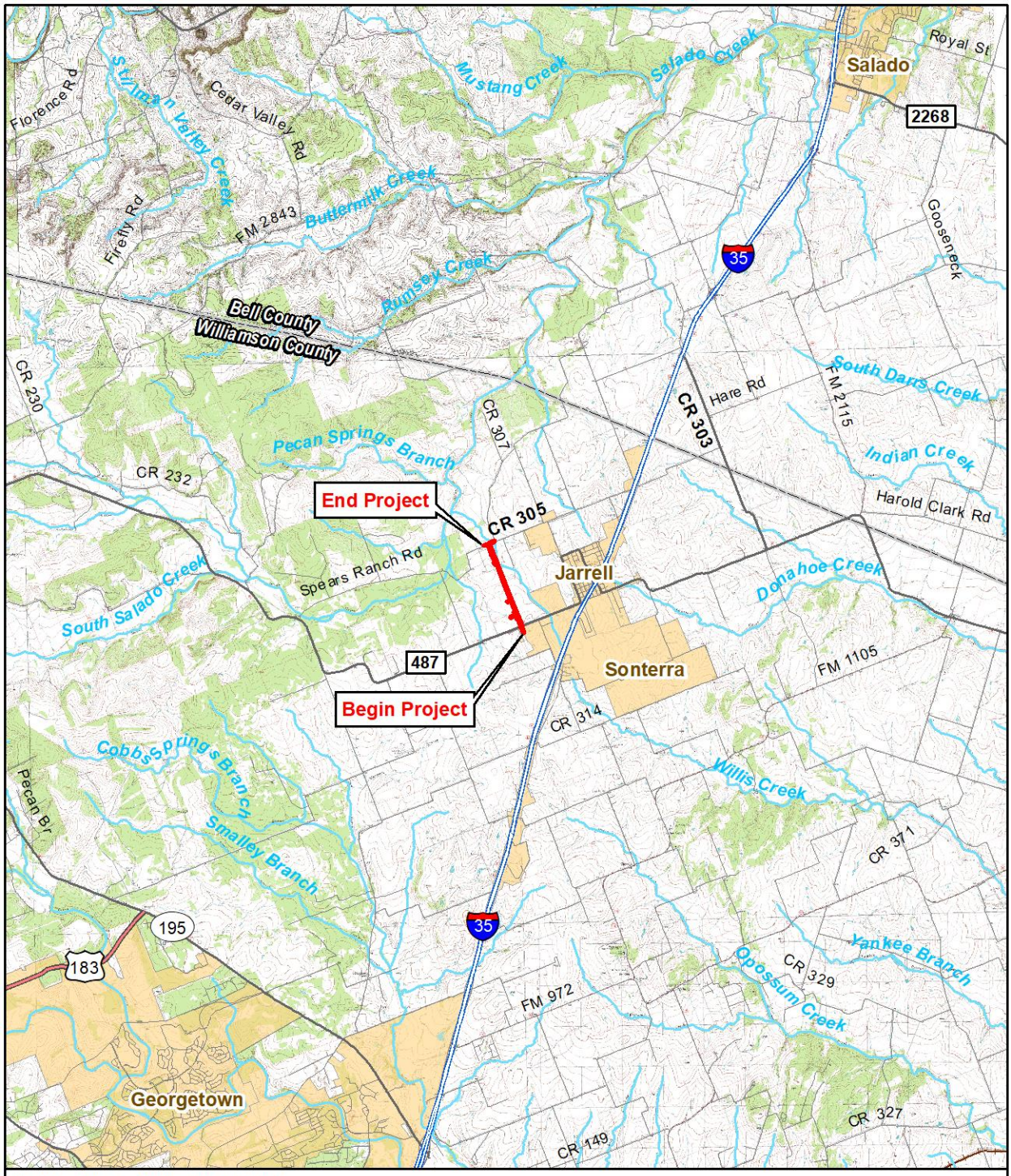

Figure 2
Project Location on
USGS Topographic Map
C. Bud Stockton Loop Extension
Williamson County, Texas
County Job Number: P307

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APPENDIX B

Preliminary Project Plans (Interim Design)

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APPENDIX C

Land Cemetery Archival Records

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Commissioners Court - Regular Session **42.**

Meeting Date: 02/22/2022

Sam Bass Rd. Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a claim for payment fixed move expense- Business with Eric and Michelle Klingemann for property acquired as right of way on the Sam Bass Rd. project (Parcel 13). Funding Source: Road Bonds P459

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Relocation Claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:29 AM
Form Started By: Charlie Crossfield		Started On: 02/17/2022 08:16 AM
Final Approval Date: 02/17/2022		

CLAIM FOR PAYMENT FIXED MOVING EXPENSE - BUSINESS, FARM OR NONPROFIT ORGANIZATION

Print or Type All Information

1. Applicant's Name: Interval Space Company Eric Klingemann Michelle Klingemann	Parcel No.: 13 Project: Sam Bass Road	County: Williamson
2. Applicant's Address: 1806 Eubank St Georgetown TX 78626 Telephone No.: 512-507-4366	3. Name and Address of Business, Farm or Nonprofit Organization: Interval Space Company 4700 Sam Bass Road Round Rock, Texas 78681	
4. Address Moved To (If Applicable): 1531 Red Bud Lane Round Rock, TX 78664	5. Controlling Date	Mo. / Day / Yr.
	a. First Offer in Negotiations	05 / 11 / 2020
	b. Date Property Acquired	05 / 29 / 2021
	c. Date Acquired Property Vacated	01 / 15 / 2022
6. Amount of Claim $ 39,797.50	d. Date Required to Move	01 / 15 / 2022

7. Payment of this claim in the amount shown in Block 6 above is requested. I certify that I am the owner or authorized representative of the business, farm or nonprofit organization named above. I understand this claim for payment is based upon information previously submitted to Williamson County and that all such information is true and correct and part of this claim. I further certify that I have not submitted any claim for, or received reimbursement or compensation for, any 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.

By: Michelle Klingemann
Applicant's Signature

28 January 2022
Date of Claim

Owner
Title or Position (Owner, Manager, Etc.)

Space Below to be Completed by Williamson County

I certify that I have examined this claim and the Request for Determination of Entitlement and have found it to be true and correct and to conform with the applicable provisions of State law. This claim is recommended for payment.

2-1-2022
Date

Right of Way Agent

APPROVED

Date

Williamson County Judge

FIXED MOVING EXPENSE PAYMENT - BUSINESS, FARM OR NONPROFIT ORGANIZATION

Print or Type All Information - Read Rules on the Reverse Side

1. Applicant's Name: Interval Space Company Erik Klingemann Michelle Klingemann	Parcel No.: 13 Project: Sam Bass Road	County: Williamson
2. Applicant's Address: 1806 Eubank St Georgetown, TX 78626 Telephone No.: 512-468-4820 Email: Michelle.Klingemann@gmail.com	1. Name and Address of Business, Farm or Nonprofit Organization: Interval Space Company 4700 Sam Bass Road Round Rock, Texas 78681	
4. Occupancy of Property Acquired by Williamson County From (Date): 13 March 2015 To (Date Required to Move): 17 January 2022	☒ Owner Occupied ☐ Tenant Occupied	
5. Type Operation Business ☒ Farm ☐ Nonprofit ☐ Type of Business, Farm or Nonprofit Organization U-Haul dealer, RV/Boat storage	Will Business, Farm, or Nonprofit be: a. Discontinued? Yes ☐ No ☐ b. Continued at a new location? Yes ☒ No ☐ c. If a business or nonprofit organization, is it part of an enterprise having not more than three (3) other establishments being acquired by the State, and which is engaged in the same or similar activity? Yes ☐ No ☐	
Dates of Operation From: 13 March 2015 To: 17 January 2022		

6. Determination of entitlement for payment in lieu of moving expense and the amount to which the business, farm or nonprofit organization named above may be entitled to, if any, is requested for the reason(s) outlined in the attached statement. I understand this request and the attached documents shall become part of any claim for payment; and that other records needed for determination of eligibility shall be made available on request of Williamson County. I certify that all information attached hereto or included herein is true and correct.

Michelle Klingemann
Signature of Applicant

28 January 2022
Date of Request

Owner
Title or Position (Owner, Manager, Etc.)

Space Below to be Completed by Williamson County

I certify that I have examined the records made available by the above applicant(s) and have found the earnings to be as follows:
2019, $0.00; 2020, $79,595.00; Average Annual Net Earnings: $39,797.50
Year Year

2-1-2022
Date

Right of Way Agent

I certify that I have examined this request for Determination of Entitlement and supporting documentation and:
☒ Recommend a payment of $39,797.50.
☐ Find that payment cannot be authorized because
(List reasons payment cannot be authorized. Use extra page if necessary)

2-1-2022
Date

Right of Way Agent

APPROVED

Date

Williamson County Judge

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Name: Interval Space Company

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.

N/A
_____ Date:
Signature

N/A
_____ Date:
Signature

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.

Michelle Klingemann
_____ Date: February 10th 2022
Claimant

PLEASE COMPLETE, SIGN, DATE AND RETURN

Items moved from:
4700 Sam Bass Rd
Round Rock, TX 78681

Date: 26 January 2022

Moved To 1531 Red Bud Lane
Round Rock, TX 78664

Count	Item
1	Lenovo Laptop
2	Monitors
1	Dell Desktop Monitor/Computer Combo
1	Desk Phone
16	Boxes of paperwork and files
3	Remote gate keypads
2	Printers
2	Wall mounted televisions
1	Large wood 2 drawer filing cabinet
1	Large wood bookshelf
2	Large grey collapsible guest chairs
2	Grey and black guest chairs
1	Large orange office chair
1	Large u-shaped office desk with built in two drawer filing cabinet
2	Small space heaters
1	Large wall mounted white board
1	Large L shaped leather-like sofa
1	Leather-like ottoman
1	Antique pinball machine
1	Large box of Legos
6	Large boxes of misc. construction materials
20	Solar panels
1	Outdoor bench
1	Tub style storage shelf unit

Commissioners Court - Regular Session **43.**

Meeting Date: 02/22/2022

N. Mays Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 2 real estate contracts with 3724 Acquisitions LLC for right of way acquired on the N. Mays project (Parcels 5 & 6). Funding Source: Road Bonds P236

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parcel 5 contract

Parcel 6 contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:30 AM
Form Started By: Charlie Crossfield		Started On: 02/17/2022 08:19 AM
Final Approval Date: 02/17/2022		

REAL ESTATE CONTRACT
North Mays Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between 3724 ACQUISITIONS LLC, a Texas limited liability company (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 5.235 acres (228,015 SF) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5 P1**); and
>
> All of that certain 0.044 acres (1,934 SF) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 5 P2**);

together with all and singular the rights and appurtenances pertaining to the property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A-B" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of FIFTY-FIVE THOUSAND SEVEN HUNDRED NINTEY and 00/100 Dollars ($55,790.00).

Pursuant to the provisions of that certain Possession and Use Agreement for Transportation Purposes which is recorded as Document No. 2017080366, Official Records of Williamson County, Texas, Purchaser has previously paid to the prior owner of the Property compensation of $47,511.00 which amount was to be credited against any final purchase price for the Property. **Therefore, the current net Purchase Price due and owing for the Property will**

be the sum of EIGHT THOUSAND TWO HUNDRED SEVENTY-NINE and 00/100 Dollars ($8,279.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before March 31, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or as specified below (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 marketable title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(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 as incurred.

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. The parties to this Contract are contemporaneously entering a Real Estate Contract for 5.326 acres of land identified as Parcel 6 ("Contemporaneous Contract"). Other than the Contemporaneous Contract, this Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

3724 ACQUISITIONS LLC,
a Texas limited liability company

By: _____

Name:Manny Farahani

Its:_Manager

Date: 2-14-22

Address: 3724 Jefferson Street
Suite 210
Austin, Texas 78731

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 : 5 Part 1
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 5 PART 1

DESCRIPTION OF A 5.235 ACRE (228,015 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A", CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDE 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.235 ACRE (228,015 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, 160.75 feet right of proposed North Mays Baseline Station 55+88.08, being an ell corner in the common boundary line of said Lot 1 and Lot 2, Block "A", of said Cypress Addition;

THENCE, with said common boundary line, N 66°37'12" W for a distance of 61.32 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW - 5050" (Grid Coordinates determined as N=10173449.80, E=3129439.96 (TxSPC Zone 4203) set 105.00 feet right of proposed North Mays Baseline Station 55+96.45, in the proposed easterly right-of-way (ROW) line of North Mays (ROW width varies), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 2, with said proposed ROW line, through the interior of said Lot 1, the following three (3) courses:

1) **S 15°31'49" W,** for a distance of **642.33** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 105.00 feet right of proposed North Mays Baseline Station 49+54.13, for an ell corner;

2) **S 60°31'49" W,** for a distance of **63.64** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 60.00 feet right of proposed North Mays Baseline Station 49+09.13, for an ell corner;

3) **S 15°31'49" W,** for a distance of **699.42** feet to a calculated point in the southerly boundary line of said Lot 1, 60.00 feet right of proposed North Mays Baseline Station 42+09.71, being in the approximate centerline of Chandler Branch, same being in the northerly boundary line of the remainder of that called 26.864 acre tract of land conveyed to Brian T. & Trina D. Dee by instrument recorded In Document No. 2008040866 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, and from which a disturbed 1/2" iron rod found, being a witness corner per said Cypress Addition bears S 60°04'07" E at a distance of 75.25 feet;

THENCE, departing said proposed ROW line, with the approximate centerline of said Chandler Branch, same being with the common boundary line of said Lot 1 and said remainder of the 26.864 acre tract, the following two (2) courses:

4) **N 65°15'12" W,** for a distance of **37.96** feet to a calculated angle point;

5) **S 75°43'18" W,** for a distance of **100.87** feet to a calculated point, 65.00 feet left of proposed North Mays Baseline Station 41+65.64, in the proposed westerly ROW line of said North Mays, for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "BAKER AICKLEN" found, being a witness corner per said Cypress Addition bears N 70°31'37" W at a distance of 134.86 feet;

THENCE, departing said remainder of the 26.864 acre tract, same being the approximate centerline of said Chandler Branch, with said proposed ROW line, through the interior of said Lot 1, the following three (3) courses:

6) **N 15°31'49" E,** for a distance of **758.09** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 49+23.73, for an angle point;

7) **N 29°28'11" W,** for a distance of **42.43** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 49+53.73, for an ell corner;

8) **N 15°31'49" E,** for a distance of **736.46** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 56+90.19, being in said common boundary line of Lot 1 and Lot 2, for the northwesterly corner of the herein described tract;

THENCE, departing said proposed ROW line, with said common boundary line, the following three (3) courses:

9) **S 34°32'42" E,** for a distance of **19.87** feet to a 1/2" iron rod found, for an angle point;

10) **S 23°10'54" W,** for a distance of **55.00** feet to a 1/2" iron rod found, for an ell corner;

11) **S 66°37'12" E,** at a distance of 153.52 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet right of proposed North Mays Baseline Station 56+01.97, in said proposed easterly ROW line, and continuing with said proposed ROW for a total distance of **193.90** feet to the **POINT OF BEGINNING,** containing 5.235 acres (228,015 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

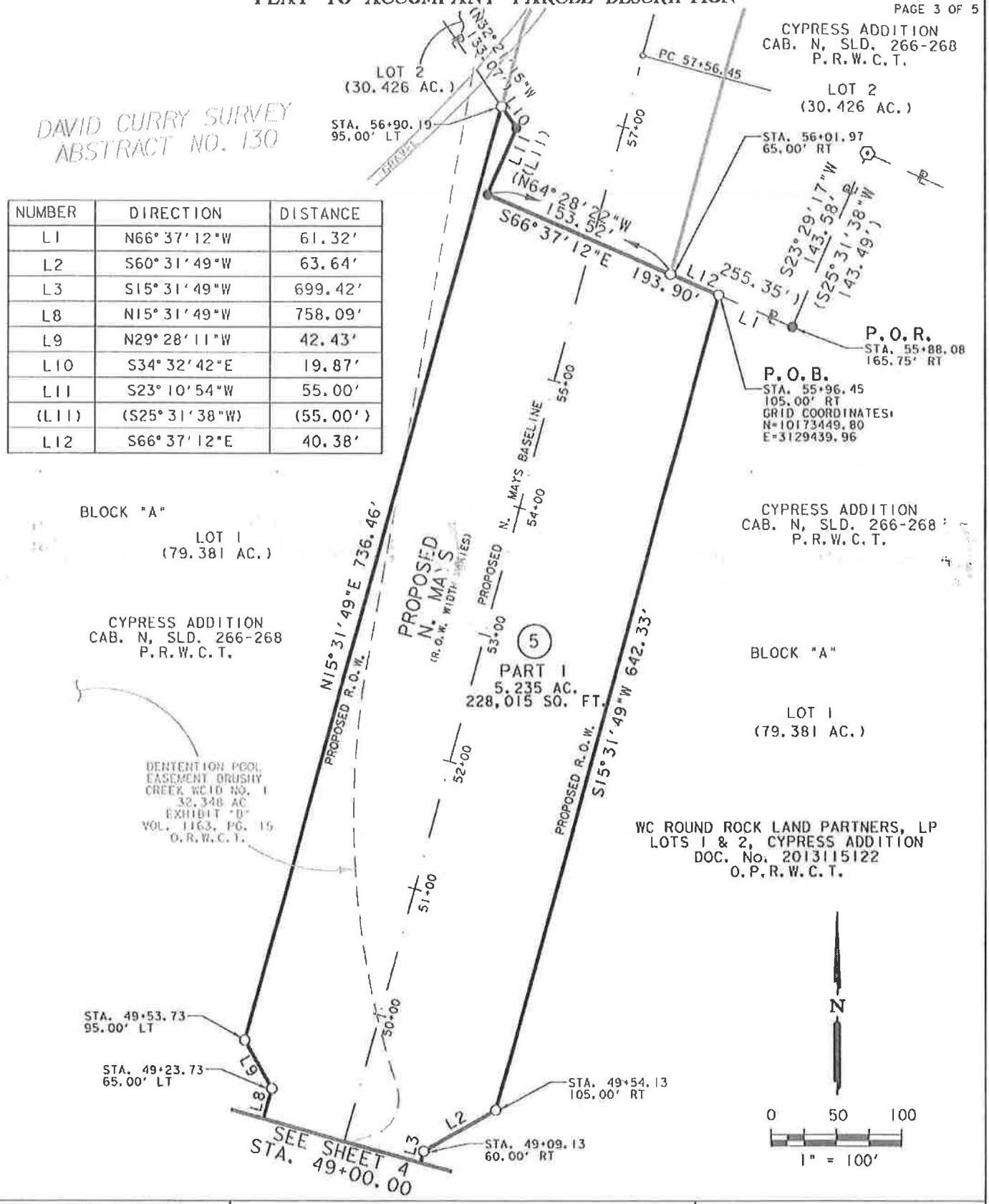
That I, Lawrence M. Russo, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo 04/28/2017
Lawrence M. Russo Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N66° 37' 12"W	61.32'
L2	S60° 31' 49"W	63.64'
L3	S15° 31' 49"W	699.42'
L8	N15° 31' 49"W	758.09'
L9	N29° 28' 11"W	42.43'
L10	S34° 32' 42"E	19.87'
L11	S23° 10' 54"W	55.00'
(L11)	(S25° 31' 38"W)	(55.00')
L12	S66° 37' 12"E	40.38'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

WC ROUND ROCK LAND PARTNERS, LP

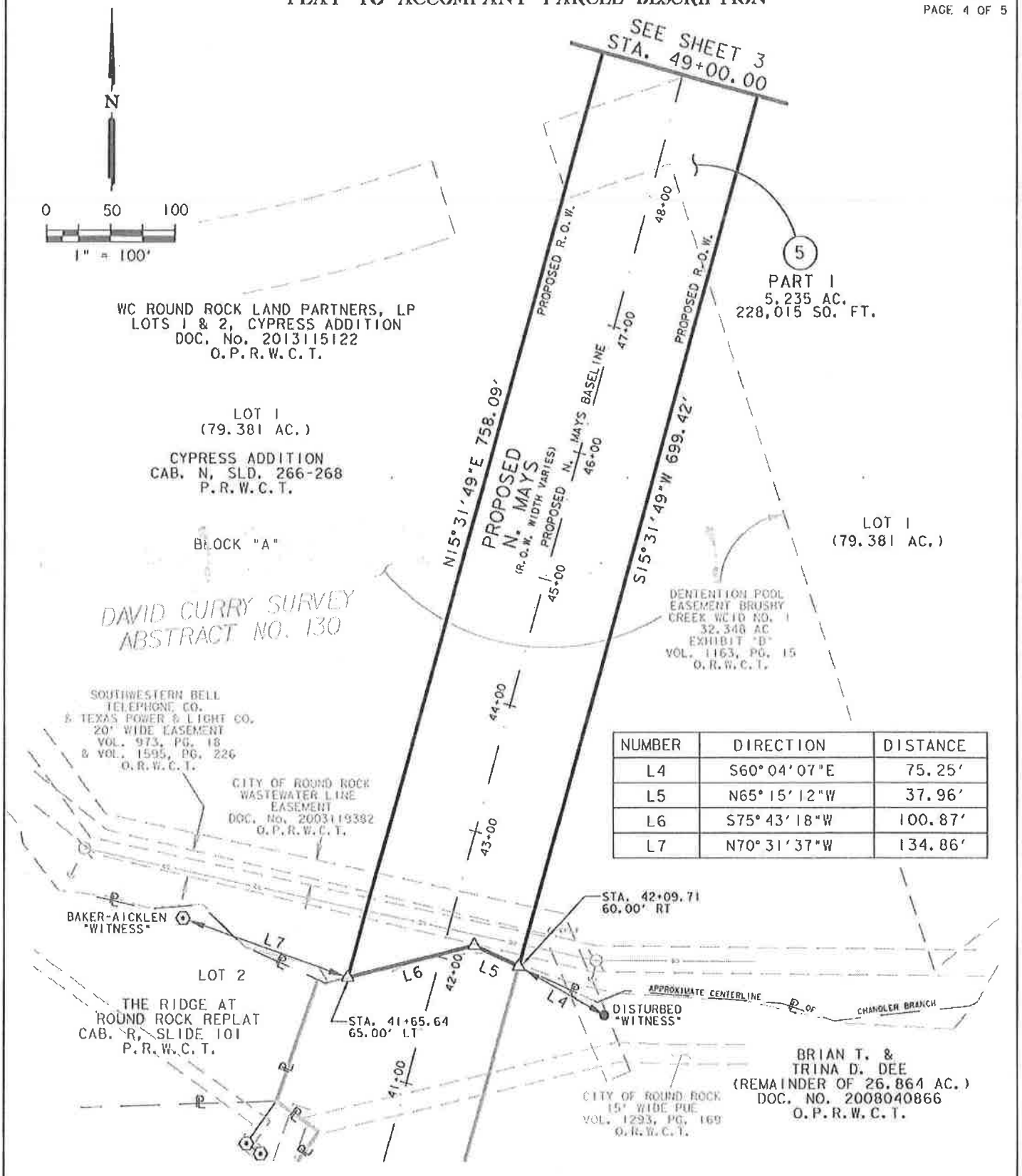
SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 5 PART 1

S:*LJA\MAYS EXT\PARCELS\PARCEL 5-WC ROUND ROCK LAND PARTNERS-LOT 1\FINAL\WC ROUND ROCK LAND PARTNERS-LOT 1-PT1-PG2-REV.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L4	S60°04'07"E	75.25'
L5	N65°15'12"W	37.96'
L6	S75°43'18"W	100.87'
L7	N70°31'37"W	134.86'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
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FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

WC ROUND ROCK LAND PARTNERS, LP

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 5 PART 1

S:*LJA\NMAYS EXT\PARCELS\PARCEL 5-WC ROUND ROCK LAND PARTNERS-LOT 1\FINAL\WC ROUND ROCK LAND PARTNERS-LOT 1-PT1-PG1-REV.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
℘	PROPERTY LINE
( )	RECORD INFORMATION
⌇	LINE BREAK
⌇	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

I. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS 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 DIRECT SUPERVISION.

Lawrence M. Russo 05/03/2017

LAWRENCE M. RUSSO DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS REGISTERED LAWRENCE M. RUSSO 5050 PROFESSIONAL LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION PART 1	5.235	228,015
ACQUISITION PART 2	0.044	1,934
TOTAL ACQUISITION	5.279	229,949
DEED AREA	79.381	3,457,836
REMAINDER AREA	74.102	3,227,887

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

WC ROUND ROCK LAND PARTNERS, LP

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 5 PART 1

S:\LJA\MAYS EXT\PARCELS\PARCEL 5-WC ROUND ROCK LAND PARTNERS-LOT 1\FINAL\WC ROUND ROCK LAND PARTNERS-LOT 1-PT1-PG1-REV.dgn

EXHIBIT B

County: Williamson
Parcel : 5 Part 2
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 5 PART 2

DESCRIPTION OF A 0.044 ACRE (1,934 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "A", CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDES 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.044 ACRE (1,934 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found 153.13 feet left of proposed North Mays Baseline Station 63+09.67, for an angle point in the common boundary line of said Lot 1 and Lot 2, Block "A", said Cypress Addition;

THENCE, with the common boundary line of said Lot 1 and Lot 2, S 23°25'30" W, for a distance of 385.33 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" (Grid Coordinates determined as N=10173858.65, E=3129400.11) (TxSPC Zone 4203) set 65.47 feet left of proposed North Mays Baseline Station 59+68.08, in the proposed westerly right-of-way (ROW line of North Mays (ROW width varies), for the **POINT OF BEGINNING** of the herein described tract;

THEN, departing said proposed ROW line, continuing with said common boundary line the following two (2) courses:

1) **S 23°25'30" W,** for a distance of 203.88 feet to a 1/2" iron rod with plastic cap stamped "BAKER-AICKLEN" found, being an ell corner, for the southeasterly corner of the herein described tract;

2) **N 66°36'44" W,** for a distance of 18.97 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 89.93 feet left of proposed North Mays Baseline Station 57+78.52, in said proposed ROW line, for the southwesterly corner of the herein described tract, and from which a calculated ell corner in said common boundary line bears N 66°36'44" W, at a distance of 88.83 feet;

3) **THENCE,** departing said Lot 2, with said proposed ROW line, through the interior of said Lot 1, **N 28°44'26" E,** for a distance of 204.77 feet to the **POINT OF BEGINNING,** containing 0.044 acres (1,934 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, 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 direct supervision.

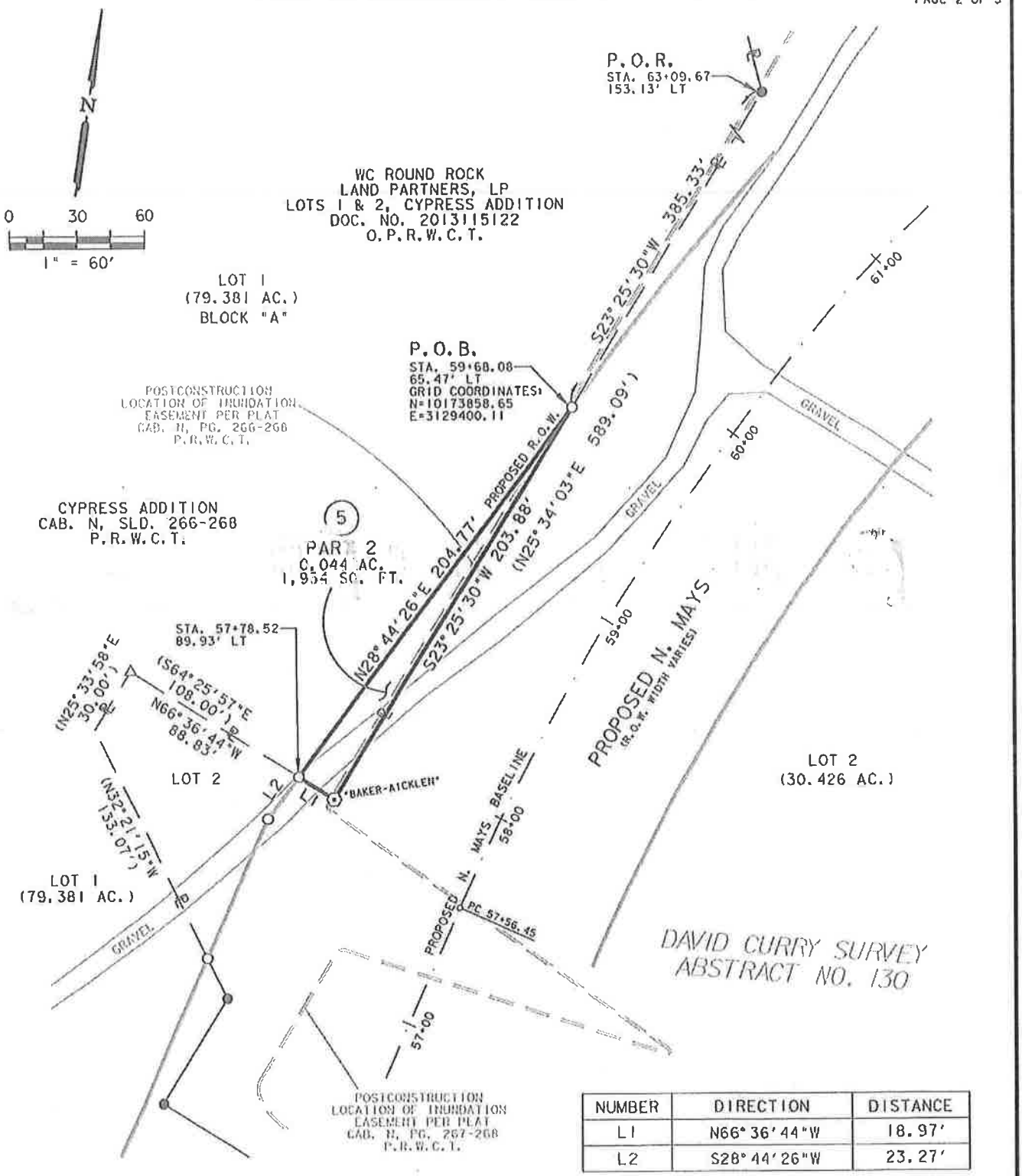
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo 04/28/2017
Lawrence M. Russo Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N66°36'44"W	18.97'
L2	S28°44'26"W	23.27'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
WC ROUND ROCK LAND PARTNERS, LP

SCALE	PROJECT	COUNTY
1" = 60'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 5 PART 2

\LJA\NMAYS EXT\PARCELS\PARCEL 5-WC ROUND ROCK LAND PARTNERS-LOT 1\REV\WC ROUND ROCK LAND PARTNERS-LOT 1-PT2-REV.dgn

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
✱	FENCE CORNER POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	½" IRON PIPE FOUND UNLESS NOTED
X	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
℞	PROPERTY LINE
( )	RECORD INFORMATION
⌐¬	LINE BREAK
⌐¬	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

I. RESTRICTIVE COVENANTS; CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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 DIRECT SUPERVISION.

Lawrence M. Russo 04/28/2017

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS REGISTERED LAWRENCE M. RUSSO 5050 PROFESSIONAL LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION PART 1	5.235	228,015
ACQUISITION PART 2	0.044	1,934
TOTAL ACQUISITION	5.279	229,949
DEED AREA	79.381	3,457,836
REMAINDER AREA	74.102	3,227,887

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

WC ROUND ROCK LAND PARTNERS, LP

SCALE	PROJECT	COUNTY
1" = 60'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 5 PART 2

J:\JOA\MAYS EXT\PARCELS\PARCEL 5-WC ROUND ROCK LAND PARTNERS-LOT 1\REV\WC ROUND ROCK LAND PARTNERS-LOT 1-PT2-REV.dgn

EXHIBIT "C"

NMays--Parcel 5

DEED
North Mays 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 **3724 ACQUISITIONS LLC, a Texas limited liability company,** 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 5.235 acres (228,015 SF) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5 P1**); and

All of that certain 0.044 acre (1,934 SF) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 5 P2**);

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 Exhibits "A-B" 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 State of 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 North Mays Street.

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:

3724 ACQUISITIONS LLC,
a Texas limited liability company

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
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 _____

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:

REAL ESTATE CONTRACT
North Mays Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between 3724 ACQUISITIONS LLC, a Texas limited liability company (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 5.326 acres (231,990 SF) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6**);

together with all and singular the rights and appurtenances pertaining to the property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A-B" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure the remaining property of Seller shall be the sum of SEVEN HUNDRED SIXTY THOUSAND SEVEN HUNDRED NINETY and 00/100 Dollars ($760,790.00).

Pursuant to the provisions of that certain Possession and Use Agreement for Transportation Purposes which is recorded as Document No. 2017080366, Official Records of Williamson County, Texas, Purchaser has previously paid to the prior owner of the Property compensation of $678,573.00 which amount was to be credited against any final purchase price for the Property. **Therefore, the current net Purchase Price due and owing for the Property will be the sum of EIGHTY-TWO THOUSAND TWO HUNDRED SEVENTEEN and 00/100 Dollars ($82,217.00).**

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before March 31, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or as specified below (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 marketable title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(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 as incurred.

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. The parties to this Contract are contemporaneously entering a Real Estate Contract for 5.235 acres and .044 acres of land identified as Parcels 5 P1 and 5 P2 ("Contemporaneous Contract"). Other than the Contemporaneous Contract, 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 pages follow]

SELLER:

3724 ACQUISITIONS LLC,
a Texas limited liability company

By: _____

Name:Manny Farahani

Its:_Manager

Date: 2-14-2022

Address: 3724 Jefferson Street
Suite 210
Austin, Texas 78731

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 : 6
Highway: N. Mays

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 5.326 ACRE (231,990 SQUARE FOOT) TRACT OF LAND SITUATED IN THE DAVID CURRY SURVEY, ABSTRACT NO. 130 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK "A" (30.426 ACRES), CYPRESS ADDITION, A SUBDIVISION OF RECORD IN CABINET N, SLIDE 266-268 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF SAID LOT 2 CONVEYED TO WC ROUND ROCK LAND PARTNERS, LP BY INSTRUMENT RECORDED IN DOCUMENT NO. 2013115122 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.326 ACRE (231,990 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found, 523.23 feet left of proposed North Mays Baseline Station 66+34.07 being an angle point in the common boundary line of said Lot 2, and Lot 3, Block "B", Oakmont Centre, Section Five, a subdivision of record in Cabinet F, Slides 139-142 of the Plat Records of Williamson County, Texas;

THENCE, with said common boundary line, N 68°49'22" E, for a distance of 490.08 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 140.22 feet left of proposed North Mays Baseline Station 72+70.26, (Grid Coordinates determined as N=10174867.67, E=3130019.34 (TxSPC Zone 4203), in the proposed westerly right-of-way (ROW) line of North Mays (ROW width varies) for most northwesterly corner and the **POINT OF BEGINNING** of the herein described tract;

1) **THENCE**, continuing with said proposed westerly ROW line, and said common boundary line, **N 68°49'22" E**, at a distance of 92.00 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 53.20 feet left of proposed North Mays Baseline Station 73+04.61, departing said proposed westerly ROW line, and continuing for a total distance of **168.30** feet to a 1/2" iron rod found, being the most northwesterly corner of Lot 3A of the Replat of Lot 3, Oakmont Centre, Section One Revised, a subdivision of record in Cabinet BB, Slide 137-139 of the Plat Records of Williamson County, Texas, same being an angle point in the southerly boundary line of said Lot 3, for the most northeasterly corner of said Lot 2 and the herein described tract;

2) **THENCE,** departing said Lot 3, with the common boundary line of said Lot 2 and said Lot 3A, **S 21°26'59" E,** for a distance of **151.31** feet, to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 75.00 feet right of proposed North Mays Baseline Station 71+94.41, in the proposed easterly ROW line of said North Mays;

3) **THENCE**, continuing with said common boundary line, same being said proposed easterly ROW line, **S 21°26'59" E,** for a distance of **22.00** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 85.00 feet right of proposed North Mays Extension Baseline Station 71+76.70, being the northerly boundary corner of that called 13.110 acre tract of land conveyed to Round Rock Independent School District by instrument recorded in Document No. 2017016316 of the Official Public Records of Williamson County, Texas, for a point of non-tangent curvature to the right;

THENCE, departing said Lot 3A, with said proposed easterly ROW line, same being the northwesterly boundary line of said 13.110 acre tract, the following eight (8) courses:

4) along said curve to the right, having a delta angle of **04°49'37"**, a radius of **835.00** feet, an arc length of **70.35** feet, and a chord which bears **S 08°40'33" W,** for a distance of **70.33** feet to a Mag Nail with Washer stamped "CUNNINGHAM-ALLEN, INC." found set in a concrete drainage flume 85.00 feet right of proposed North Mays Baseline Station 71+13.51, for a point of non-tangency;

5) **S 37°07'23" W,** for a distance of **48.19** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 65.00 feet right of proposed North Mays Baseline Station 70+73.64, for a point of non-tangency of a curve to the right;

6) along said curve to the right, having a delta angle of **32°28'03"**, a radius of **815.00** feet, an arc length of **461.83** feet, and a chord which bears **S 30°22'09" W,** for a distance of **455.68** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 65.00 feet right of proposed North Mays Baseline Station 66+48.64, for a point of non-tangency;

7) **S 27°27'52" W,** for a distance of **29.10** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 75.00 feet right of proposed North Mays Baseline Station 66+23.64, for a point of non-tangency of a curve to the right;

8) along said curve to the right, having a delta angle of **08°21'50"**, a radius of **825.00** feet, an arc length of **120.43** feet, and a chord which bears **S 52°41'41" W,** for a distance of **120.32** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 75.00 feet right of proposed North Mays Baseline Station 65+14.16, for a point of tangency;

9) **S 56°07'41" W,** for a distance of **25.48** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 75.00 feet right of proposed North Mays Baseline Station 64+86.72, for an angle point;

10) **S 70°10'44" W,** for a distance of **36.65** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found 65.00 feet right of proposed North Mays Baseline Station 64+48.94, for a point of non-tangent curvature to the left;

11) along said curve to the left, having a delta angle of **10°46'14"**, a radius of **985.00** feet, an arc length of **185.16** feet, and a chord which bears **S 47°56'04" W,** for a distance of **184.89** feet to a 1/2" iron rod with plastic cap stamped "CUNNINGHAM-ALLEN, INC." found, being the most westerly corner of said 13.110 acre tract, also being an angle point in the easterly boundary line of the remainder of said 30.426 acres (remainder portion Lot 2 conveyed to said WC Round Rock Land Partners, LP), for a point on curve;

THENCE, departing said 13.110 acre tract, through the interior of said remainder of 30.426 acres, continuing with said proposed easterly ROW line, the following two (2) courses:

12) continuing along said curve to the left, having a delta angle of **27°01'00"**, a radius of **985.00** feet, an arc length of **464.46** feet, and a chord which bears **S 29°02'16" W,** for a distance of **460.17** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet right of proposed North Mays Baseline Station 57+56.45, for a point of tangency;

13) **S 15°31'49" W,** for a distance of **154.48** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet right of proposed North Mays Baseline Station 56+01.97, being in the common boundary line of said Lot 2 and Lot 1 of said Cypress Addition subdivision, also being an angle point in said proposed easterly ROW line, for the southeasterly corner of the herein described tract, and from which a 1/2" iron rod found, being an ell corner in said common boundary line bears S 66°37'12" E, at a distance of 40.38 feet, pass a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 105.00 feet right of proposed North Mays Baseline Station 55+96.45, for an angle point in said proposed easterly ROW line, departing said proposed easterly ROW line and continuing for a total distance of 101.70 feet;

THENCE, departing said proposed easterly ROW line, with said common boundary line, the following three (3) courses:

14) **N 66°37'12" W,** for a distance **153.52** feet to a 1/2" iron rod found, for an ell corner and the southwesterly corner of the herein described tract;

15) **N 23°10'54" E,** for a distance of **55.00** feet to a 1/2" iron rod found, for angle point;

16) **N 34°32'42" W,** for a distance of **19.87** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 56+90.19, in the proposed westerly ROW line of said North Mays, for an angle point, and from which a calculated angle point in said common boundary line bears N 34°32'42" W, at a distance of 113.19 feet;

THENCE, departing said Lot 1, with said proposed westerly ROW line, through the interior of said Lot 2, the following two (2) courses:

17) **N 15°31'49" E,** for a distance of **67.56** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 95.00 feet left of proposed North Mays Baseline Station 57+57.65, for an angle point;

18) **N 28°44'26" E,** for a distance of **23.27** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 89.93 feet left of proposed North Mays Baseline Station 57+78.52, in said common boundary line, for an ell corner, and from which a calculated ell corner in said common boundary line bears N 66°36'44" W, at a distance of 88.83 feet;

THENCE, departing said proposed ROW line, with said common boundary line, the following two (2) courses:

19) **S 66°36'44" E,** for a distance of **18.97** feet to a 1/2" iron rod with plastic cap stamped "BAKER-AICKLEN", for an ell corner;

20) **N 23°25'30" E,** for a distance of **203.88** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.47 feet left of proposed North Mays Baseline Station 59+68.08, in said proposed westerly ROW line, for an angle point, and from which a 1/2" iron rod found, being an angle point in said common boundary line bears N 23°25'30" E, at a distance of 385.33 feet;

THENCE, departing said Lot 1, with said proposed westerly ROW line, through the interior of said Lot 2, the following five (5) courses:

21) **N 28°44'26" E,** for a distance of **32.35** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 59+98.54, for a point of curvature to the right;

22) along said curve to the right, having a delta angle of **28°08'10"**, a radius of **1115.00** feet, an arc length of **547.54** feet, and a chord which bears **N 42°48'31" E,** for a distance of **542.06** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 65+14.16, for a point of reverse curvature;

23) along said curve to the left, having a delta angle of **53°20'13"**, a radius of **685.00** feet, an arc length of **637.67** feet, and a chord which bears **N 30°12'30" E,** for a distance of **614.89** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 65.00 feet left of proposed North Mays Baseline Station 72+12.34, for a point of non-tangency;

24) **S 68°51'00" W,** for a distance of **50.35** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW-5050" set 110.40 feet left of proposed North Mays Baseline Station 71+87.68, for an ell corner;

25) **N 21°09'00" W,** for a distance of **74.92** feet to the **POINT OF BEGINNING**, containing 5.326 acres (231,990 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Lawrence M. Russo, 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo 05/03/2017
Lawrence M. Russo Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

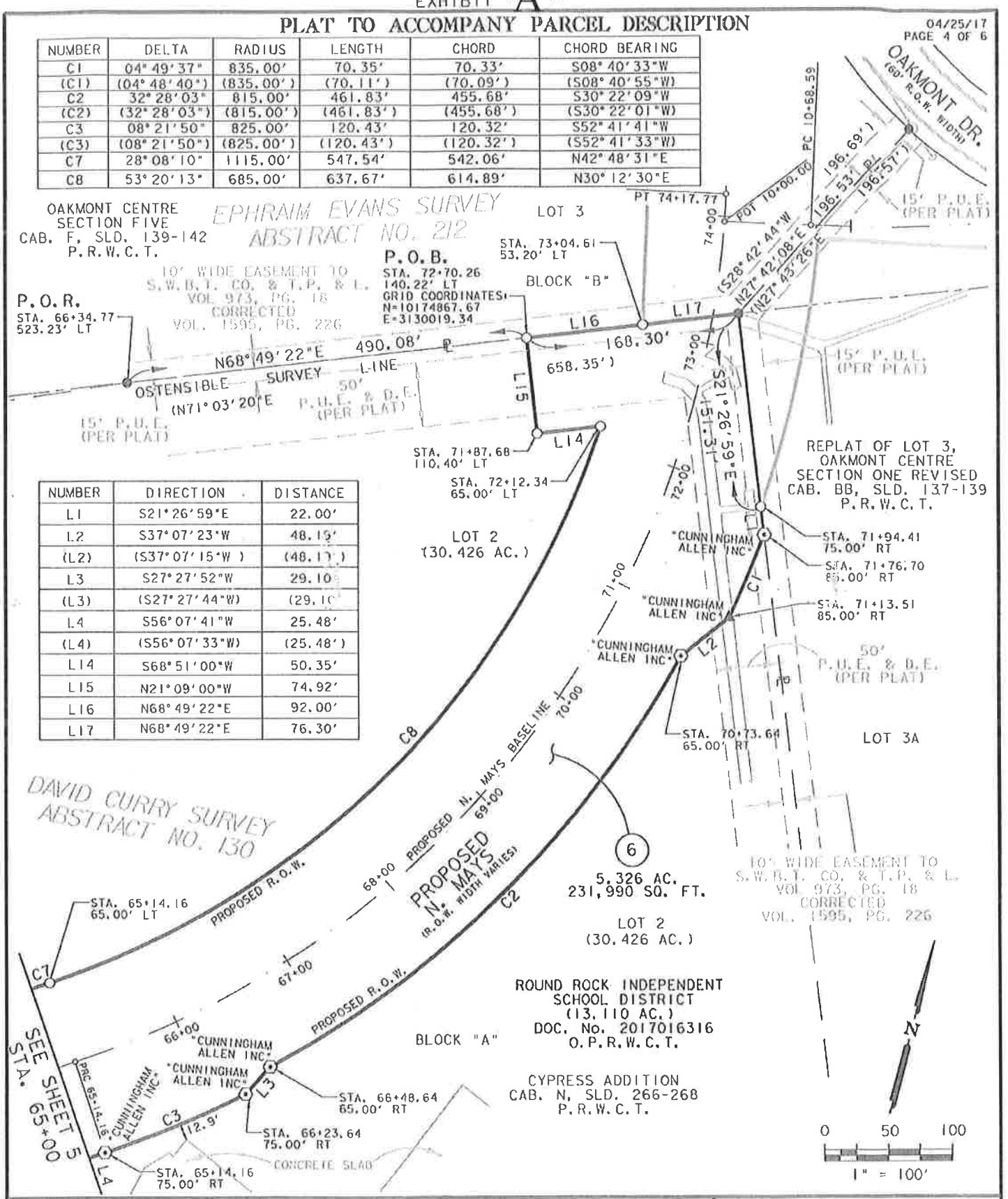
STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	04°49'37"	835.00'	70.35'	70.33'	S08°40'33"W
(C1)	(04°48'40")	(835.00')	(70.11')	(70.09')	(S08°40'55"W)
C2	32°28'03"	815.00'	461.83'	455.68'	S30°22'09"W
(C2)	(32°28'03")	(815.00')	(461.83')	(455.68')	(S30°22'01"W)
C3	08°21'50"	825.00'	120.43'	120.32'	S52°41'41"W
(C3)	(08°21'50")	(825.00')	(120.43')	(120.32')	(S52°41'33"W)
C7	28°08'10"	1115.00'	547.54'	542.06'	N42°48'31"E
C8	53°20'13"	685.00'	637.67'	614.89'	N30°12'30"E

NUMBER	DIRECTION	DISTANCE
L1	S21°26'59"E	22.00'
L2	S37°07'23"W	48.15'
(L2)	(S37°07'15"W)	(48.15')
L3	S27°27'52"W	29.10'
(L3)	(S27°27'44"W)	(29.10')
L4	S56°07'41"W	25.48'
(L4)	(S56°07'33"W)	(25.48')
L14	S68°51'00"W	50.35'
L15	N21°09'00"W	74.92'
L16	N68°49'22"E	92.00'
L17	N68°49'22"E	76.30'



INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

WC ROUND ROCK LAND PARTNERS, LP

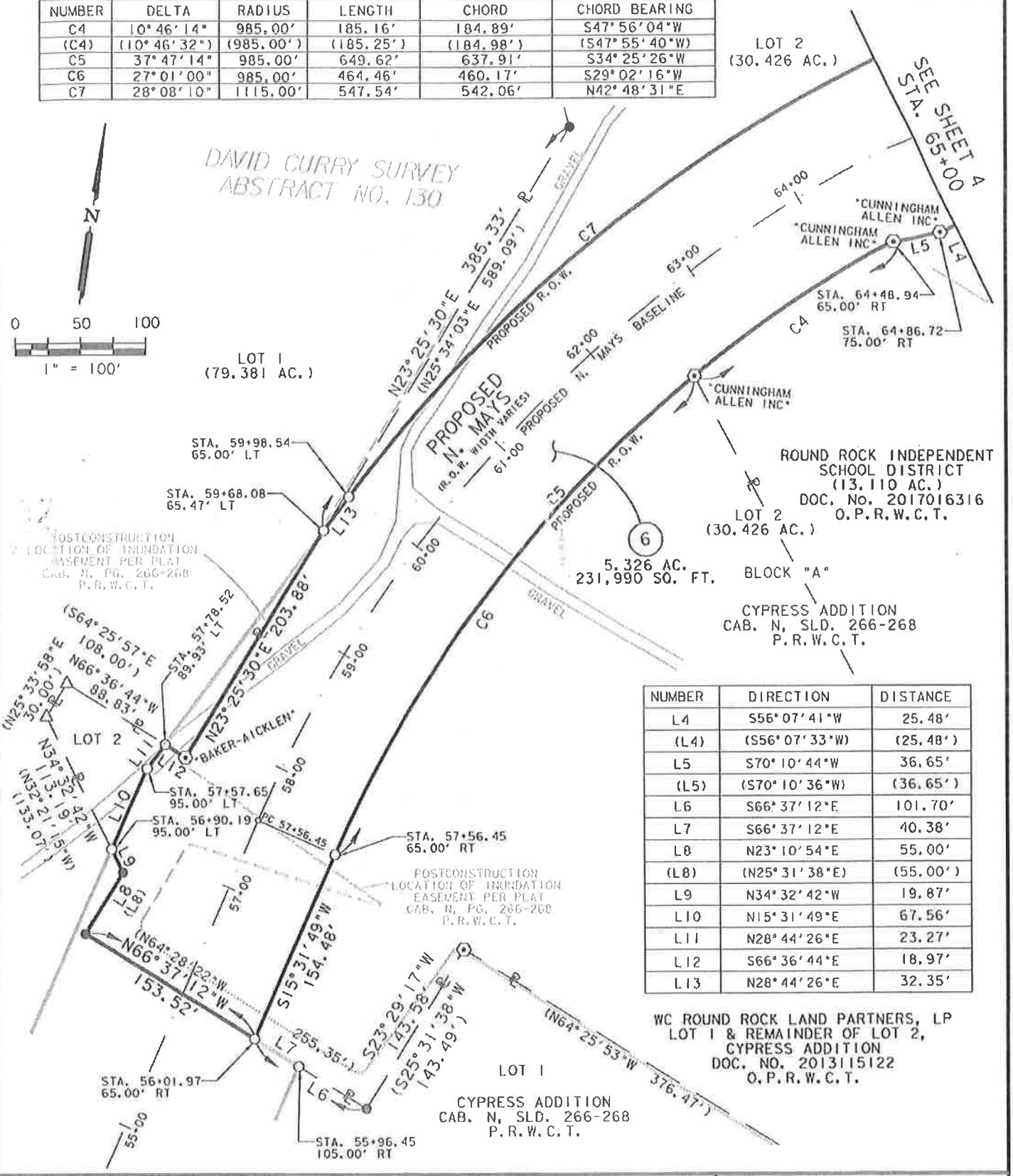
SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 6

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C4	10°46'14"	985.00'	185.16'	184.89'	S47°56'04"W
(C4)	(10°46'32")	(985.00')	(185.25')	(184.98')	(S47°55'40"W)
C5	37°47'14"	985.00'	649.62'	637.91'	S34°25'26"W
C6	27°01'00"	985.00'	464.46'	460.17'	S29°02'16"W
C7	28°08'10"	1115.00'	547.54'	542.06'	N42°48'31"E



NUMBER	DIRECTION	DISTANCE
L4	S56°07'41"W	25.48'
(L4)	(S56°07'33"W)	(25.48')
L5	S70°10'44"W	36.65'
(L5)	(S70°10'36"W)	(36.65')
L6	S66°37'12"E	101.70'
L7	S66°37'12"E	40.38'
L8	N23°10'54"E	55.00'
(L8)	(N25°31'38"E)	(55.00')
L9	N34°32'42"W	19.87'
L10	N15°31'49"E	67.56'
L11	N28°44'26"E	23.27'
L12	S66°36'44"E	18.97'
L13	N28°44'26"E	32.35'

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

WC ROUND ROCK LAND PARTNERS, LP

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 6

S EXT\PARCELS\PARCEL 6-WC ROUND ROCK LAND PARTNERS-LOT 2\FINAL\WC ROUND ROCK LAND PARTNERS-LOT 2-PG1-REV.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■ TXDOT TYPE I CONCRETE MONUMENT FOUND	℄ CENTER LINE
✱ FENCE CORNER POST FOUND	℞ PROPERTY LINE
● ½" IRON ROD FOUND UNLESS NOTED	( ) RECORD INFORMATION
⊙ ½" IRON ROD FOUND W/PLASTIC CAP	LINE BREAK
✪ COTTON GIN SPINDLE FOUND	DENOTES COMMON OWNERSHIP
◉ ½" IRON PIPE FOUND UNLESS NOTED	P.O.B. POINT OF BEGINNING
× X CUT FOUND	P.O.R. POINT OF REFERENCE
▲ MAG NAIL W/ WASHER FOUND	N.T.S. NOT TO SCALE
△ CALCULATED POINT	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
○ ½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 17-293990-GT, ISSUED BY FIRST NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE MARCH 3, 2017, ISSUE DATE MARCH 9, 2017.

I. RESTRICTIVE COVENANTS: CABINET N, SLIDES 266-268, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10G. PUBLIC UTILITY AND DRAINAGE EASEMENT 50 FEET IN WIDTH ALONG THE NORTHWEST AND NORTHEAST PROPERTY LINE(S) OF LOT 2, AS SHOWN ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG ALL STREETSIDE PROPERTY LINE(S), AS STATED ON PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. POST CONSTRUCTION LOCATION OF INUNDATION EASEMENT OVER THE PROPERTY AS SHOWN ON THE PLAT RECORDED IN CABINET N, SLIDE 266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECT AS SHOWN.

J. SANITARY SEWER OR WATERLINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 547, PAGE 96, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

K. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 548, PAGE 249, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

L. WATER FLOWAGE, PERMANENT STORAGE AND TEMPORARY DETENTION EASEMENT TO BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, RECORDED IN VOLUME 480, PAGE 295, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID EASEMENT FURTHER AFFECTED BY SIMULTANEOUS RELEASE AND GRANTING OF EASEMENTS RECORDED IN VOLUME 1163, PAGE 15, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

M. SANITARY SEWER OR WATER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 705, PAGE 49, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

N. ELECTRIC AND TELEPHONE LINE EASEMENT TO TEXAS POWER AND LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 973, PAGE 18, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND CORRECTED IN VOLUME 1595, PAGE 226, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS A SHOWN.

O. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 988, PAGE 83, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

P. SANITARY SEWER LINE EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1123, PAGE 332, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

Q. PUBLIC UTILITY EASEMENT TO CITY OF ROUND ROCK, RECORDED IN VOLUME 1347, PAGE 556, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

R. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN WATER POLLUTION ABATEMENT PLAN BY AFFIDAVIT RECORDED IN DOCUMENT NO. 9616542, OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

S. WASTEWATER LINE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT TO CITY OF ROUND ROCK, RECORDED IN DOCUMENT NO. 2003119382, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

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 DIRECT SUPERVISION.

Lawrence M. Russo 05/03/2017
DATE:

LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

	ACRES	SQUARE FEET
ACQUISITION	5.326	231,990
CALC/DEED AREA	17.316	754,285
REMAINDER AREA	11.99	522,295

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

WC ROUND ROCK LAND PARTNERS, LP

SCALE	PROJECT	COUNTY
1" = 100'	N. MAYS EXTENSION	WILLIAMSON

PARCEL 6

A:\NMAYS EXT\PARCELS\PARCEL 6-WC ROUND ROCK LAND PARTNERS-LOT 2\FINAL\WC ROUND ROCK LAND PARTNERS-LOT 2-PG2-REV.dgn

EXHIBIT "B"

NMays--Parcel 6

DEED
North Mays 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 **3724 ACQUISITIONS LLC, a Texas limited liability company,** 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 5.326 acres (231,990 SF) of land in the David Curry Survey, Abstract No. 130, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 6**)

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 the State of 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 North Mays Street.

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:

3724 ACQUISITIONS LLC,
a Texas limited liability company

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF _____ §
§
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 _____

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **44.**

Meeting Date: 02/22/2022

Sam Bass Rd. PUA

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with the Round Rock Presbyterian Church of Round Rock for right of way needed on the Sam Bass Rd. project (Parcels 44, 47 & 85). Funding Source: Road Bonds P459

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:36 AM
Form Started By: Charlie Crossfield		Started On: 02/17/2022 08:29 AM
Final Approval Date: 02/17/2022		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 44, 47, and 85
COUNTY OF WILLIAMSON	§	Project: Corridor H/Sam Bass Rd

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County" or "Grantee"), and THE ROUND ROCK PRESBYTERIAN CHURCH OF ROUND ROCK, TEXAS, a Texas non-profit corporation (the "Grantor" whether one or more), grants to the County, its contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Corridor H/Sam Bass Rd improvements and related appurtenances and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property. Grantor is not liable for construction activities on the Property while Grantee continues acquisition of fee simple interests in the Property.

2. In full consideration for this irrevocable grant of possession and use, other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **SEVEN HUNDRED THREE THOUSAND EIGHT HUNDRED TWENTY-NINE and 00/100 Dollars ($703,829.00)** directly to Grantor with a check made payable to Grantor's attorney, Braun & Gresham, PLLC as trustee, which payment shall be made within sixty (60) days from the date this Agreement is executed by Grantor. The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulphur. The approved value is the County's determination, contested by the Grantor, of the just compensation owed

to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and Sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered 1933273-KFO, issued July 19, 2021 by Title Resources Guaranty Company/Independence Title (and any subsequent updates prior to the Effective Date and with a copy or copies provided to Grantor's attorney) by Independence Title, and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be **January 14, 2022**.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's subsequent actual removal or construction of improvements on the Property, after the

Effective Date of this Agreement, shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay, and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas, and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against the Property until the Effective Date of this Agreement, including prorated taxes until the Effective Date of this Agreement for the year in which the County takes possession of the Property; thereafter, the County agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

13. It is agreed the County will record this document and provide Grantor's attorney a recorded copy.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

THE ROUND ROCK PRESBYTERIAN CHURCH OF ROUND ROCK, TEXAS,
a Texas non-profit corporation

By: Laurie Born

Laurie Born, President/Stated Executive Officer

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 5th day of February, 2022 by Laurie Born, in the capacity and for the purposes and consideration recited herein.

SERGIO RAMIREZ
Notary Public, State of Texas
Notary ID# 13182900-2
My Commission Expires
DECEMBER 13, 2022

Sergio Ramirez
Notary Public, State of Texas
Printed Name: SERGIO RAMIREZ
My Commission Expires: 12-13-2022

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2022 by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT "A"

County: Williamson
Parcel No.: 44
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

May 28, 2021

PROPERTY DESCRIPTION FOR PARCEL 44

DESCRIPTION OF A 1.049 ACRE (45,679 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.142 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO ROUND ROCK PRESBYTERIAN CHURCH INC., RECORDED MAY 5, 1995 IN VOLUME 2729, PAGE 261, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), ALSO A PORTION OF A CALLED 2.00 ACRE TRACT OF LAND, DESCRIBED AS TRACT I IN A DEED TO ROUND ROCK PRESBYTERIAN CHURCH OF ROUND ROCK, TEXAS, RECORDED DECEMBER 17, 1986 IN VOLUME 1462, PAGE 219, O.R.W.C.TX, AND A PORTION OF A CALLED 2.105 ACRE TRACT OF LAND, DESCRIBED AS TRACT II IN SAID DEED TO ROUND ROCK PRESBYTERIAN CHURCH OF ROUND ROCK, TEXAS, RECORDED DECEMBER 17, 1986 IN VOLUME 1462, PAGE 219, O.R.W.C.TX.; SAID 1.049 ACRE (45,679 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found 422.05 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 328+29.66 on the west line of said 4.142 acre tract, same being the northeast corner of a 1.869 acre tract of land, described in a deed to Brushy Creek Congregation of Jehovah's Witnesses, recorded in Document No. 2008066488, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.);

THENCE S 30°12'22" W, with the common line of said 4.142 acre tract and said 1.869 acre tract, a distance of 348.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,325.42, E=3,112,572.05) set 76.00 feet left of Sam Bass Road E.C.S. 327+92.77 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 4.142 acre tract and said 1.869 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said 4.142 acre tract, said 2.00 acre tract, and said 2.105 acre tract, the following eight (8) courses and distances numbered 1-8:

1) S 65°52'45" E, a distance of 265.13 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 76.00 feet left of Sam Bass Road E.C.S. 330+57.90,

2) N 30°53'32" E, a distance of 4.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 80.42 feet left of Sam Bass Road E.C.S. 330+58.43, said point being the beginning of a curve to the right,

3) With said curve to the right, an arc distance of 9.16 feet, through a central angle of 00°15'07", having a radius of 2,081.61 feet, and a chord that bears S 67°41'10" E, a distance of 9.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 80.71 feet left of Sam Bass Road E.C.S. 330+67.58,

4) S 61°48'19" E, a distance of 73.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.50 feet left of Sam Bass Road E.C.S. 331+40.83, said point being the beginning of a curve to the right,

5) With said curve to the right, an arc distance of 100.80 feet, through a central angle of 02°46'57", having a radius of 2,075.50 feet, and a chord that bears S 64°08'19" E, a distance of 100.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.50 feet left of Sam Bass Road E.C.S. 332+37.96,

6) N 30°55'47" E, a distance of 1.50 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. 332+38.05, said point being the beginning of a curve to the right,

7) With said curve to the right, an arc distance of 278.25 feet, through a central angle of 07°40'33", having a radius of 2,077.00 feet, and a chord that bears S 58°54'24" E, a distance of 278.04 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. 335+05.99, and

8) S 55°04'08" E, a distance of 146.38 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. 336+52.37 on the common line of said 2.105 acre tract and of a called 2.485 acre tract of land, described in a deed to Brushy Creek Municipal Utility District, recorded in Document No. 2014096490, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

9) **THENCE** S 19°37'45" E, with the common line of said 2.105 acre tract and said 2.485 acre tract, passing at a distance of 8.62 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 72.00 feet left of Sam Bass Road E.C.S. 336+59.40, and continuing for a total distance of 70.95 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 2.485 acre tract, same being the southeast corner of said 2.105 acre tract and the parcel described herein;

THENCE departing the common line of said 2.105 acre tract and said 2.485 acre tract, with the existing north right-of-way line of said Sam Bass Road, the following four (4) courses and distances numbered 10-13:

10) N 57°37'52" W, a distance of 394.77 feet to a calculated point,

11) N 63°09'19" W, a distance of 84.43 feet to a calculated point, for the southwest corner of said 2.105 acre tract, same being the southeast corner of said 2.00 acre tract,

12) N 65°13'54" W, a distance of 184.29 feet to a calculated point, for the southwest corner of said 2.00 acre tract, same being the southeast corner of said 4.142 acre tract, and

13) N 65°32'23" W, a distance of 264.34 feet to a 1/2-inch iron rod found, for the southeast corner of said 1.869 acre tract, same being the southwest corner of said 4.142 acre tract and the parcel described herein;

14) **THENCE** N 30°12'22" E, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 4.142 acre tract and said 1.869 acre tract, a distance of 50.56 feet to the **POINT OF BEGINNING,** and containing 1.049 acres (45,679 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Scott C. Brashear 5/28/2021

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	N30°53'32"E	4.45'
L2	S61°48'19"E	73.90'
L3	N30°55'47"E	1.50'
L4	S19°37'45"E	70.95'
(L4)	(S17°59'00"E)	(620.02')
L5	N63°09'19"W	84.43'
(L5)	(N61°51'44"W)	(84.42')
L6	N30°12'22"E	50.56'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°15'07"RT	2,081.61'	9.16'	9.16'	S67°41'10"E
C2	02°46'57"RT	2,075.50'	100.80'	100.79'	S64°08'19"E
C3	07°40'33"RT	2,077.00'	278.25'	278.04'	S58°54'24"E

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 333+24.97
N = 10,169,118.80
E = 3,112,847.53
Δ = 10°48'36.71" (RT)
D = 02°51'53.24"
L = 377.35'
T = 189.35'
R = 2,000.00'
PC Sta 331+35.74
PT Sta 335+13.09

GREAT OAKS DR
100' ROW
DEDICATED IN PLAT
CAB. C, SLIDE 303
DOC. No. 1977003005
P.R.W.C.TX.

W. KINCAID SURVEY
ABSTRACT 374

J.H. DILLARD SURVEY
ABSTRACT 179

BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
TRACT I
REMAINDER OF A CALLED
23.859 AC.
DOC. NO. 2004019077
O.P.R.W.C.TX.

BRUSHY CREEK MUNICIPAL
UTILITY DISTRICT
CALLED 2.485 AC.
DOC. NO. 2014096490
O.P.R.W.C.TX.

ROUND ROCK PRESBYTERIAN
CHURCH, INC.
RECORDED MARCH 15, 1995
CALLED 4.142 AC.
VOL. 2729, PG. 261
O.R.W.C.TX.

ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
RECORDED DECEMBER 17, 1986
TRACT II
CALLED 2.105 AC.
VOL. 1462, PG. 219
O.R.W.C.TX.

(44) (1.049 AC)

P.O.C.
5/8"
328+29.66
422.05' LT

P.O.B.
N=10,169,325.42
E=3,112,572.05
327+92.77
76.00' LT

P.O.R.
5/8"

331+40.83
75.50' LT

335+05.99
77.00' LT

SEE DETAIL "A"
SEE DETAIL "B"
SEE DETAIL "C"

S30°12'22"W 348.01'
(N31°57'49"E 749.36')
(N32°31'02"E 561.22')
N30°55'47"E 337.83'
(N32°29'41"E 390.64')

10' B.L.
VOL. 568, PG. 10 D.R.W.C.TX.

S65°52'45"E 265.13'
PROPOSED R.O.W.
S55°04'08"E 146.38'
62.33'

L2 C2 C3 L4

ASPHALT DRIVEWAY
30' B.L.
HEADWALL

(N63°36'19"W 265.49')
N65°32'23"W 264.34'
(N65°36'19"W 184.29')
N65°13'54"W 184.29'
(L5)
L5
(S56°00'11"E 394.23')
N57°37'52"W 394.77'
(L4)

330+00
335+00
PC 331+28.64
PT 335+05.99

EXISTING R.O.W.
S55°04'08"E 373.81'

C.R. 175 (SAM BASS RD)
VARIABLE WIDTH
NO RECORD INFORMATION FOUND

A
B
L6

REF. FIELD NOTE NO. 48104

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\44\PLAT\02\P-44.dgn

EXISTING	8.247 AC.	ACQUIRE	1.049 AC.	REMAINING	7.198 AC. LEFT

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

SAM®
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
PARCEL 44
1.049 AC. (45,679 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1933273, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE N/A, AND ISSUED DATE N/A.

1. RESTRICTIVE COVENANTS: VOLUME 554, PAGE 135 AND VOLUME 568, PAGE 10, PLAT RECORDS AND VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, DISABILITY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

10A. RIGHTS OF PARTIES IN POSSESSION.

B. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF LAND.

D. ANY PORTION OF SUBJECT PROPERT LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

E. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

F. BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 568, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AFFECTS AS SHOWN)

G. EASEMENT:
RECORDED: VOLUME 427, PAGE 229, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: LONE STAR GAS COMPANY
PURPOSE: PIPE LINE (UNPLOTTABLE, MAY AFFECT)

H. EASEMENT:
RECORDED: VOLUME 466, PAGE 132 MODIFIED IN VOLUME 560, PAGE 471 AND VOLUME 655, PAGE 98, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
TO: TEXAS POWER AND LIGHT COMPANY
PURPOSE: ELECTRIC AND COMMUNICATION LINES (DOES NOT AFFECT)

I. EASEMENT FOR INGRESS AND EGREE AS SET OUT IN VOLUME 624, PAGE 808, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

J. TERMS, CONDITIONS, AND STIPULATIONS IN THE POLLUTION ABATEMENT PLAN:
RECORDED: VOLUME 1667, PAGE 16, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

K. AFFIDAVIT TO THE PUBLIC REGARDING AN ON-SITE SEWAGE FACILITY AS RECORDED IN DOCUMENT NO. 2001011934, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

L. TERMS, CONDITIONS, AND STIPULATIONS IN ORDER NO. 02110: ORDER GRANTING PETITION REQUESTING ADDITION OF LAND TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT:
RECORDED: DOCUMENT NO. 2002006236, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

M. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITITES RELATING THERETOAPPEARING IN THE THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

A

BRUSHY CREEK CONGREGATION
OF JEHOVAH'S WITNESSES
CALLED 1.869 AC.
DOC. NO. 2008066488
O.P.R.W.C.TX.

B

ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
RECORDED DECEMBER 17, 1986
TRACT I
CALLED 2.00 AC.
VOL. 1462, PG. 219
O.R.W.C.TX.

REF. FIELD NOTE NO. 48104
FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\44\PLAT\02\P-44.dgn

EXISTING	8.247 AC.	ACQUIRE	1.049 AC.	REMAINING	7.198 AC. LEFT

SAM®
4801 Southwest Parkway
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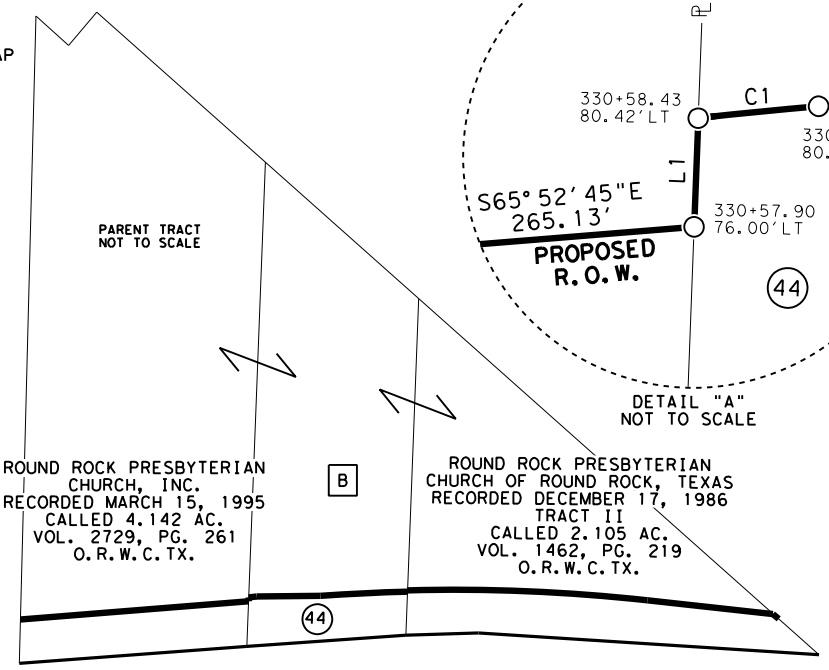
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

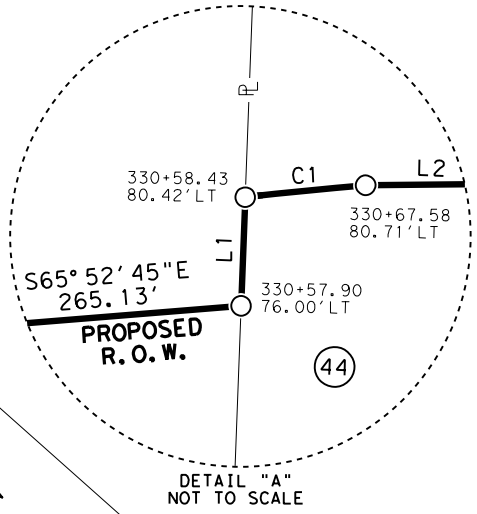
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
PARCEL 44
1.049 AC. (45,679 SQ. FT.)

EXHIBIT "A"

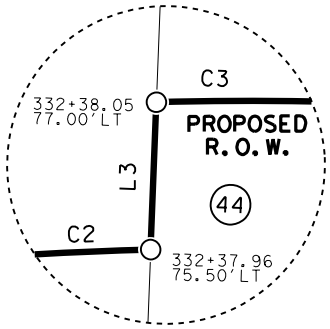
LEGEND

○	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
———1——	DEED LINE (COMMON OWNERSHIP)

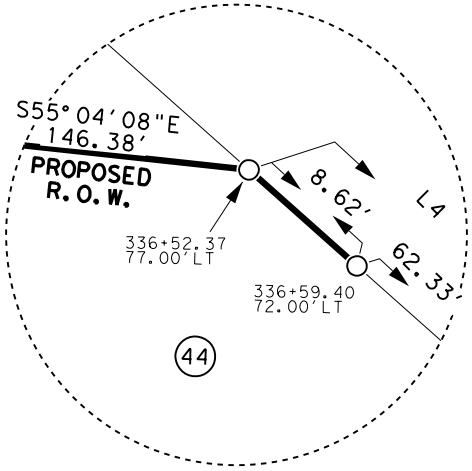




DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "C"
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. 1933273, EFFECTIVE DATE IS N/A (NOT INCLUDED IN TITLE COMMITMENT), AND ISSUED DATE IS N/A (NOT INCLUDED IN TITLE COMMITMENT). 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 — 5/28/2021

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 48104

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\44\PLAT\02\P-44.dgn

EXISTING	8.247 AC.	ACQUIRE	1.049 AC.	REMAINING	7.198 AC. LEFT

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SHOWING PROPERTY OF
ROUND ROCK PRESBYTERIAN
CHURCH OF ROUND ROCK, TEXAS
PARCEL 44
1.049 AC. (45,679 SQ. FT.)

Commissioners Court - Regular Session **45.**

Meeting Date: 02/22/2022

CR 366 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 S. Dowdy Inc. for a Jonah SUD replacement waterline easement needed on CR 366 (Parcel 4WE). Funding Source: Road Bonds P296

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dowdy agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:37 AM
Form Started By: Charlie Crossfield		Started On: 02/17/2022 08:31 AM
Final Approval Date: 02/17/2022		

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

October 26, 2021

Via e-mail pjordan@sneedvine.com
S Dowdy, Inc.
c/o Paul Jordan
Sneed, Vine & Perry, P.C.
108 East 8th Street
Georgetown, Texas 78626

Re: Williamson County—CR 366
Jonah SUD replacement waterline easement
Parcel No.: 4WE

Dear Paul:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement to Jonah Water Special Utility District ("Jonah") in and across portions of the property owned by S. Dowdy, Inc. ("Owner") as part of Williamson County's ("County") proposed improvements to County Road 366 and related utility adjustments ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to Jonah of a fully executed and acknowledged waterline easement ("Easement") in and to a 0.0802 acre (3,494 SF) of land, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **$10,000.00** in cash or other good funds.

2. If requested by County, the Closing and completion of this transaction shall take place at a title company of County's choice ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to Jonah in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any

curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated below 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:

S. DOWDY, INC.

By: _____
Samuel D. Dowdy, Sr.

Date: 1/14/2022

By: _____
Rhonda R. Dowdy

Date: 1/14/2022

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Date:_____

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT
County Road 366

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

S. DOWDY, INC., a Texas corporation ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey on an as-is, where-as basis, with all faults and defects, unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across certain property totaling approximately 0.0802 acre (3,494 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (collectively the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all monetary encumbrances and liens except the following: N/A.

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 14 day of Jan, 2021.

[signature page follows]

GRANTOR:

S DOWDY, INC., a Texas corporation

By: _____
Samuel D. Dowdy, Sr.

By: _____
Rhonda R. Dowdy

Acknowledgment

STATE OF TEXAS

COUNTY OF Williamson

This instrument is acknowledged before me on the 14 day of January, 2021 by Samuel S. Dowdy and Rhonda R. Dowdy, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name: Kathleen Marie Cargill
My Commission Expires: 12-2-2024

Kathleen Marie Cargill
My Commission Expires
12/02/2024
ID No. 126729218

JOINDER AND CONSENT OF LIENHOLDER TO WATER LINE EASEMENT

CLASSIC BANK, NATIONAL ASSOCIATION, as Beneficiary under Deeds of Trust executed by S Dowdy, Inc. to Richard Earl Williams, Jr., Trustee, recorded in Document Nos. 2013058137 and 2017050475 of the Official Records of Williamson County, Texas (the "Grantor Security Documents") that create liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this water line easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

CLASSIC BANK, NATIONAL ASSOCIATION

By:_____

Name:_____

Title:_____

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2021, by _____, the _____ of Classic Bank, National Association, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

_____

Notary Public in and for the State of Texas

EXHIBIT A

County: Williamson
Highway: County Road 366
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

September 15, 2021

PROPERTY DESCRIPTION FOR EASEMENT 4E

DESCRIPTION OF a 3,494 square foot (0.0802 of one acre) water line easement out of the Samuel Pharass Survey, Abstract No. 496, in Williamson County, Texas, being a portion of that tract described as 3.06 acres conveyed to S Dowdy, Inc. by Warranty Deed with Vendor's Lien dated June 20, 2013, as recorded in Document No. 2013058136, Official Public Records, Williamson County, Texas (O.P.R.W.C.T.), said 3.06 acre tract being further described in Document No. 2004044175, O.P.R.W.C.T.; said 3,494 square foot (0.0802 of one acre) water line easement being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod in a 3/4-inch iron pipe found at the southwest corner of said 3.06 acre tract and the southeast corner of that tract described as 1.28 acres conveyed to Tractor Tire, LLC by General Warranty Deed dated December 5, 2019, as recorded in Document No. 2019117995, O.P.R.W.C.T., being in the north line of that tract described as 38.64 acres conveyed to D&L Land Development, LLC by Warranty Deed with Vendor's Lien dated May 17, 2019, as recorded in Document No. 2019043444, O.P.R.W.C.T.;

THENCE, N 68°21'58" E, along the south line of said 3.06 acre tract, with the north line of said 38.64 acre tract, a distance of 469.63 feet to a point, being the southwest corner of this easement, for the **POINT OF BEGINNING**, 85.00 feet left of Engineer's Baseline Station 36+50.30, and having Surface Coordinates of North=10,191,293.76, East=3,205,869.00;

1) **THENCE, N 21°27'49" W,** crossing said 3.06 acre tract, a distance of **232.93 feet** to a point, 85.00 feet left of Engineer's Baseline Station 38+83.22, being in the north line of said 3.06 acre tract and the south line of that tract described as 5.832 acres conveyed to Binstor LLC by Warranty Deed with Vendor's Lien dated August 7, 2020, as recorded in Document No. 2020093985, O.P.R.W.C.T., also being the northwest corner of this easement, from which a 1/2-inch iron rod found at the northwest corner of said 3.06 acre tract and the southwest corner of said 5.832 acre tract, being in the east line of said 1.28 acre tract, bears S 68°20'07" W, along the north line of said 3.06 acre tract and the south line of said 5.832 acre tract, a distance of 470.36 feet;

PROPERTY DESCRIPTION FOR EASEMENT 4E

2) **THENCE, N 68°20'07" E,** along the north line of said 3.06 acre tract, with the south line of said 5.832 acre tract, a distance of **15.00 feet** to a 1/2-inch iron rod with a "Mcgray & Mcgray" cap set in the proposed west right-of-way line of County Road 366 (CR 366), 70.00 feet left of Engineer's Baseline Station 38+83.28, being the northeast corner of this easement;

3) **THENCE, S 21°27'49" E,** along the proposed west right-of-way line of CR 366, crossing said 3.06 acre tract, a distance of **232.94 feet** to a 1/2-inch iron rod with "Mcgray & Mcgray" cap set in the south line of said 3.06 acre tract and the north line of said 38.64 acre tract, 70.00 feet left of Engineer's Baseline Station 36+50.34, being the southeast corner of this easement;

4) **THENCE, S 68°21'58" W,** along the south line of said 3.06 acre tract and the north line of said 38.64 acre tract, a distance of **15.00 feet** to the **POINT OF BEGINNING** and containing 3,494 square feet (0.0802 of one acre) of land, more or less.

All bearings and coordinates shown are based on the Texas Coordinate System (TCS), Central Zone (4203), North American Datum 1983 (NAD 83) 2011 Adjustment, Epoch 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined scale factor of 1.00011. All measurements are in U.S. Survey Feet.

EXHIBIT A

County: Williamson
Highway: County Road 366 September 15, 2021
Project Limits: From Carlos G. Parker Blvd. to Chandler Rd.

PROPERTY DESCRIPTION FOR EASEMENT 4E

A parcel plat of even date was prepared in conjunction with this property description.

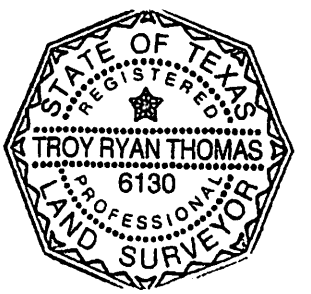
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 15th 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



TRT 9/15/2021

Troy R. Thomas, Reg. Professional Land Surveyor No. 6130
2020/Descriptions/CR 366 Williamson County/Parcel 4E

LEGEND

■	FOUND TxDOT TYPE I MONUMENT
●	FOUND IRON ROD (1/2" UNLESS NOTED)
⊙	FOUND IRON PIPE (1/2" UNLESS NOTED)
△	CALCULATED POINT, NOT SET
○	1/2" IRON ROD W/ "MCGRAY & MCGRAY" CAP SET (UNLESS NOTED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—℄—	APPROXIMATE SURVEY LINE
	DEED LINE (OWNERSHIP IN COMMON)
	DISTANCE NOT TO SCALE (N.T.S.)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT-OF-WAY
N.T.S.	NOT TO SCALE
B.L.	BUILDING SETBACK LINE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
(1)	PARCEL NUMBER FOR R.O.W. ACQUISITION

NOTES:

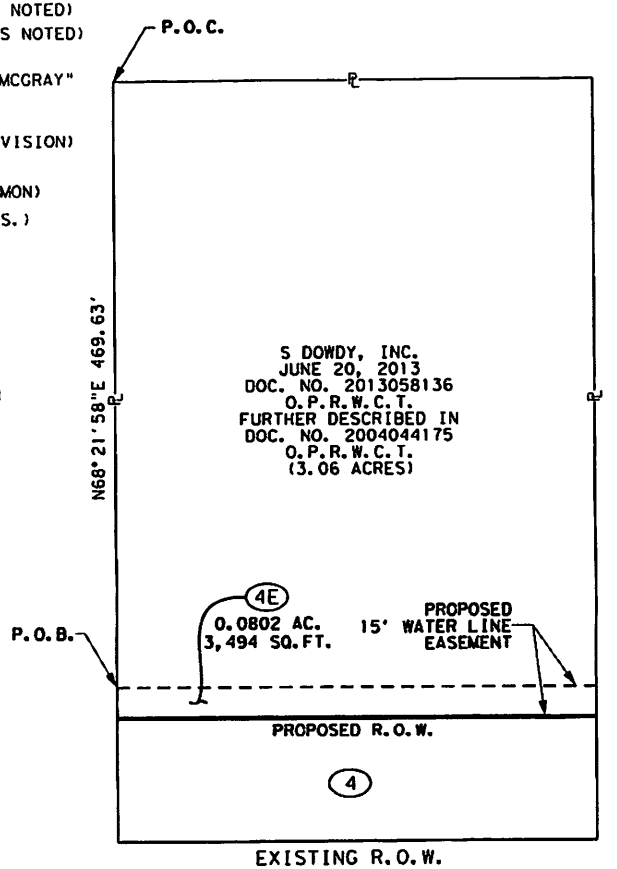
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00011. UNITS: U.S. SURVEY FEET.
2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PROVIDED BY TITLE RESOURCES GUARANTY COMPANY IN SEPTEMBER 2021.
3. ABSTRACTING AND FIELD SURVEYING WERE PERFORMED FROM JANUARY 2020 THROUGH JUNE 2021.
4. PLANIMETRICS SHOWN HEREON WERE COLLECTED BETWEEN SEPTEMBER 2017 AND DECEMBER 2017.
5. THIS PARCEL PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

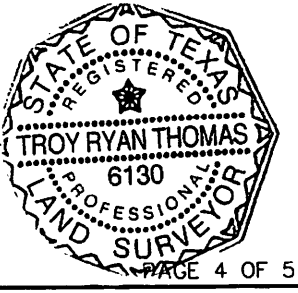
9/15/2021

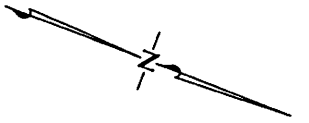
TROY R. THOMAS, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6130 — DATE

SAMUEL PHARASS SURVEY
ABSTRACT NO. 496



PROPERTY INSET
NOT TO SCALE





THE SURVEY SHOWN WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-149323 ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE: JUNE 8, 2021, ISSUED DATE: JUNE 22, 2021.

10. THE FOLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:
-NO EASEMENT DOCUMENTS LISTED

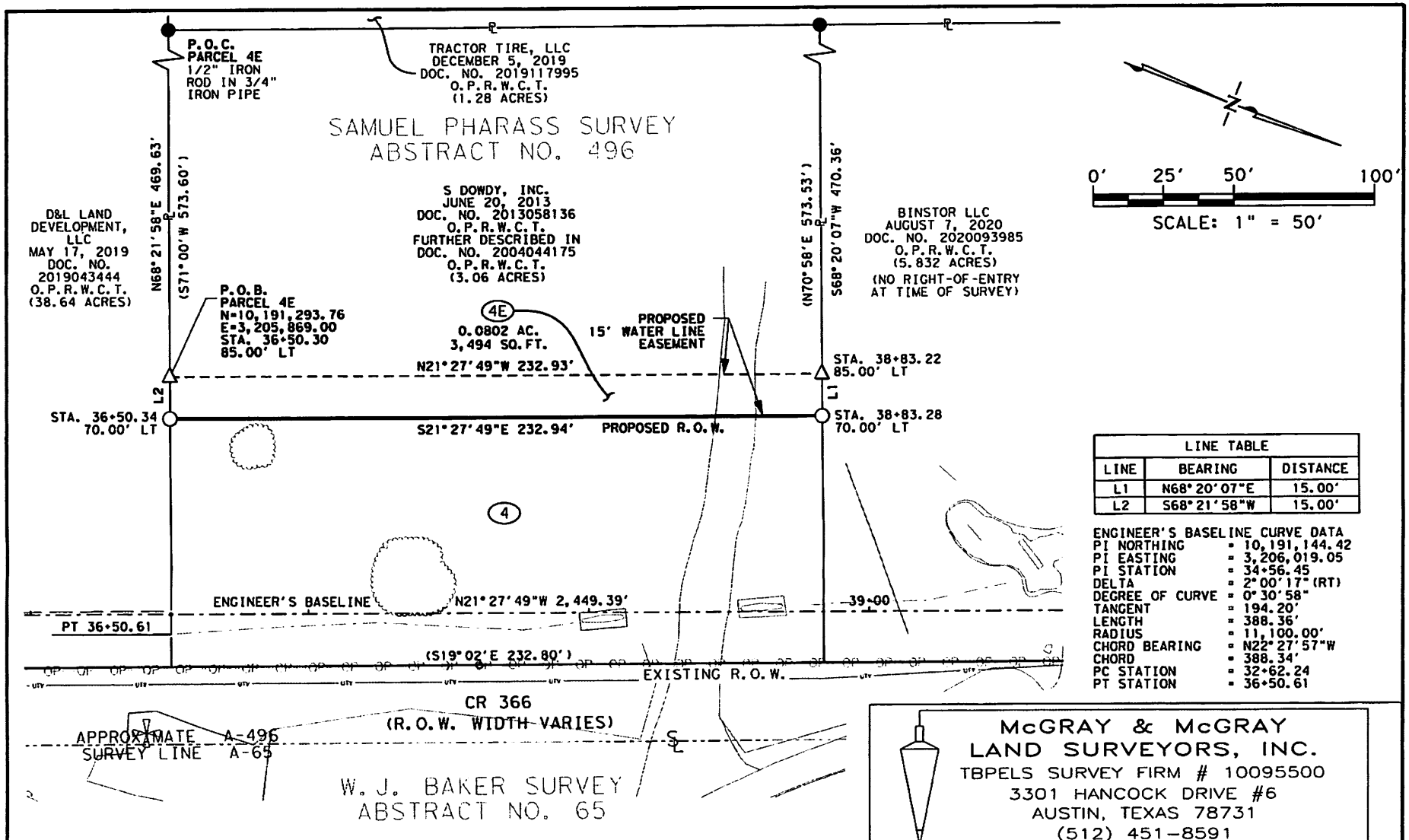
REVISIONS

DEED	ACQUISITION	REMAINING LT
3.06 AC. (133,294 SQ. FT.)	N/A	2.59 AC. (112,657 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 EASEMENT AT
PARCEL 4E
CR 366 - CARLOS G. PARKER BLVD.
TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 | SCALE: N.T.S.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°20'07"E	15.00'
L2	S68°21'58"W	15.00'

ENGINEER'S BASELINE CURVE DATA

PI NORTHING	= 10,191,144.42
PI EASTING	= 3,206,019.05
PI STATION	= 34+56.45
DELTA	= 2°00'17" (RT)
DEGREE OF CURVE	= 0°30'58"
TANGENT	= 194.20'
LENGTH	= 388.36'
RADIUS	= 11,100.00'
CHORD BEARING	= N22°27'57"W
CHORD	= 388.34'
PC STATION	= 32+62.24
PT STATION	= 36+50.61

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 EASEMENT AT PARCEL 4E

CR 366 - CARLOS G. PARKER BLVD. TO CHANDLER RD.
WILLIAMSON COUNTY, TEXAS

DATE: SEPTEMBER 2021 | SCALE: 1"=50'

Commissioners Court - Regular Session **46.**

Meeting Date: 02/22/2022

Liberty Hill Bypass Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.077 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (Scott Lee Ira Helms/ Parcel 48)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:37 AM
Form Started By: Charlie Crossfield		Started On: 02/17/2022 08:34 AM
Final Approval Date: 02/17/2022		

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 3.077 acres (Parcel 48) described by metes and bounds in Exhibit "A" owned by **SCOTT LEE IRA HELMS** for the purpose of constructing, reconstructing, maintaining, and operating the Liberty Hill Bypass 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.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 48ROW

FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 3.077 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF DECEMBER 2020, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10211031.07, E=3058068.84) monumenting the southeast corner of said 23.017 acre Helms tract and the northeast corner of the called 10.005 acre tract of land conveyed to James W. Forbes, recorded in Volume 1427, Page 619 of the Official Records of Williamson County, Texas, same being on the west right-of-way line of County Road 279, being 652.87 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+71.35, for the southeast corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting the southwest corner of the called 6.32 acre tract of land conveyed to James Patrick Harlow, recorded in Volume 1572, Page 365 of the Official Records of Williamson County, Texas, same being on the east right-of-way line of said County Road 279, bears N 84°24'54" E for a distance of 50.89 feet;

THENCE, **S 67°41'56" W** with the south boundary line of said 23.017 acre Helms tract and the north boundary line of said 10.005 acre Forbes tract, for a distance of **141.47 feet** to an iron rod set with aluminum cap marked "Williamson County", being 683.68 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+41.18, for the southeast corner hereof, from which a 60D nail found monumenting the southwest corner of said 23.017 acre Helms tract, bears S 67°41'56" W passing at a distance of 1033.48 feet an iron rod found with cap marked (Forest) 0.08' south of this line, in all a total distance of 1225.54 feet;

THENCE, through the interior of said 23.017 acre Helms tract, the following six (6) courses and distances:

County: Williamson
Parcel No.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

1. **N 20°20’18” W** for a distance of **11.67 feet** to an iron rod set with aluminum cap marked "Williamson County", being 672.23 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 468+39.09;

2. **N 70°42’40” E** for a distance of **2.43 feet** to an iron rod set with aluminum cap marked "Williamson County", being 671.81 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 468+41.35;

3. **N 19°25’13” W** for a distance of **480.69 feet** to an iron rod set with aluminum cap marked "Williamson County", being 198.79 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 467+59.05;

4. **N 59°19’24” W** for a distance of **76.74 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 467+00.74;

5. With a curve to the right an arc length of **200.51 feet**, said curve having a radius of **11150.00 feet**, a delta angle of **1°01’49”** and a chord which bears **S 81°51’53” W** for a distance of **200.50 feet** to a PK nail set in the base of a tree, being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s PC Station 465+02.93;

6. **S 82°22’48” W** for a distance of **31.05 feet** to an iron rod set with aluminum cap marked "Williamson County", on the north boundary line of said 23.017 acre Helms tract and the south boundary line of the called 54.068 acre tract of land (Tract 2) conveyed to J. Patrick Harlow and Lisa M. Harlow, Husband and Wife, recorded in Document No. 9639594 of the Official Records of Williamson County, Texas, being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 464+71.89, for the northwest corner hereof, from which a 60D nail found monumenting an angle point on said north boundary line of the 23.017 acre Helms tract and said south boundary line of the 54.068 acre Harlow tract, bears S 42°06’16” W for a distance of 151.32 feet;

County: Williamson
Parcel No.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

THENCE, with said north boundary line of the 23.017 acre Helms tract and said south boundary line of the 54.068 acre Harlow tract, the following two (2) courses and distances:

1. **N 42°06'16" E** for a distance of **21.95 feet** to a 60D nail found, being 135.81 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+88.64;

2. **N 42°35'15" E** for a distance of **428.27 feet** to an iron rod set with aluminum cap marked "Williamson County", on the northeast corner of said 23.017 acre Helms tract, the southeast corner of said 54.068 acre Harlow tract, the northwest corner of the called 0.06 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1988, Page 638 of the Official Records of Williamson County, Texas and the southwest corner of the called 0.015 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1987, Page 644 of the Official Records of Williamson County, Texas, same being on said west right-of-way line of County Road 279, being 133.73 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+21.62, for the northeast corner hereof, from which a 1/2" iron rod found monumenting the north corner of said 0.015 acre Williamson County, Texas tract, same being on an angle point in the east boundary line of said 54.068 acre Harlow tract and said west right-of-way line of County Road 279, bears N 22°24'21" W for a distance of 79.83 feet;

THENCE, **S 22°24'21" E** with the east boundary line of said 23.017 acre Helms tract, the west boundary line of said 0.06 acre Williamson County, Texas tract and said west right-of-way line of County Road 279, for a distance of **331.01 feet** to a 1/2" iron rod found monumenting the south corner of said 0.06 acre Williamson County, Texas tract, being 188.89 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+95.52;

THENCE, with said east boundary line of the 23.017 acre Helms tract and said west right-of-way line of County Road 279, the following three (3) courses and distances:

1. **S 19°26'15" E** for a distance of **198.96 feet** to a calculated point, being 385.02 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+28.15;

County: Williamson
Parcel No.: 48ROW
Tax ID: R530461
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

2. **S 19°23'37" E** for a distance of **103.43 feet** to a 60D nail found, being 487.03 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 469+44.60;

3. **S 19°37'05" E** for a distance of **168.21 feet** to the **POINT OF BEGINNING** hereof and containing 3.077 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

Date: June 4, 2021

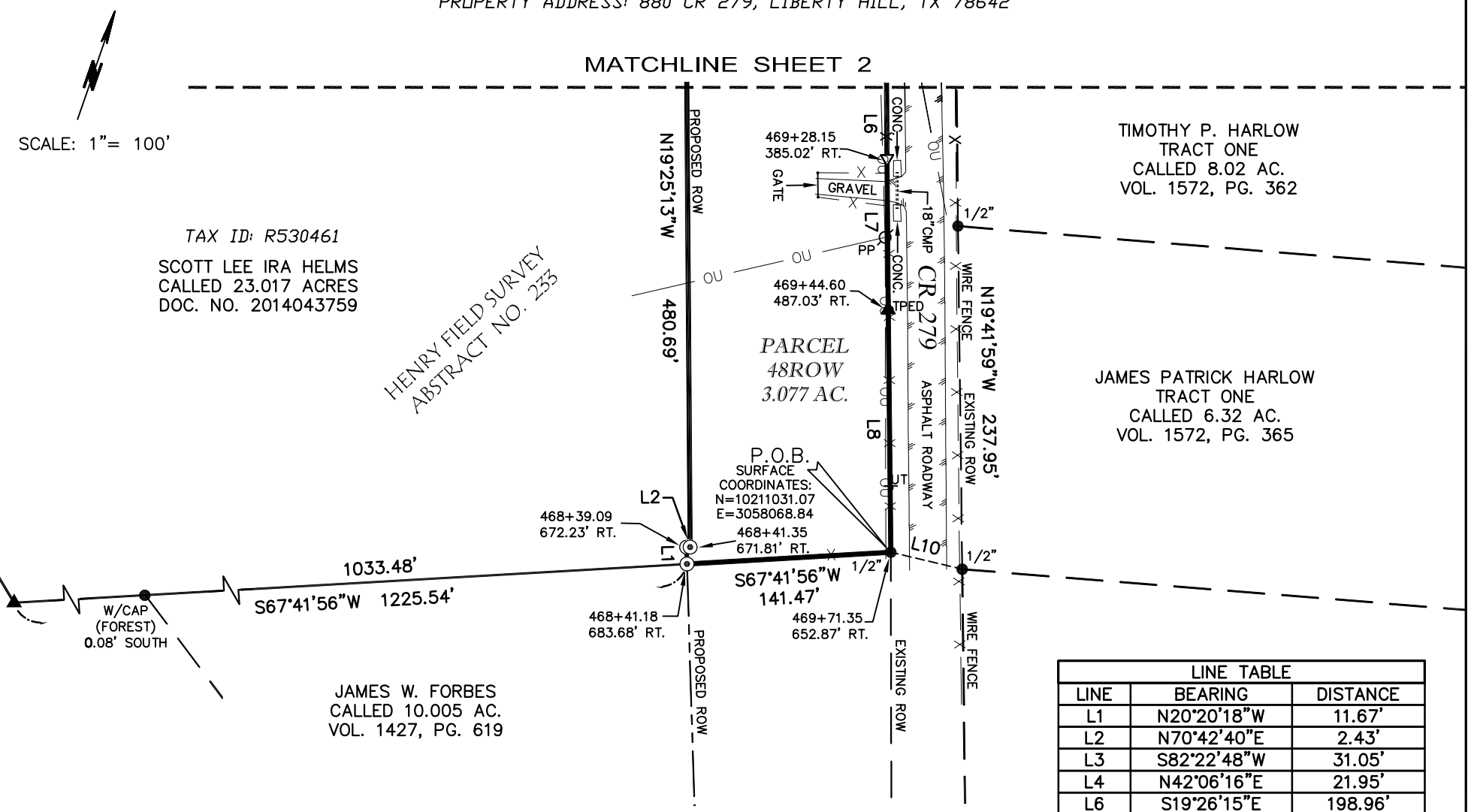
PRELIMINARY FOR REVIEW – NOT TO BE RECORDED

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.L.S. FIRM NUMBER 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS PRELIM SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48ROW N SH 29 BYPASS LH REVISED PRELIMINARY M&B.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642



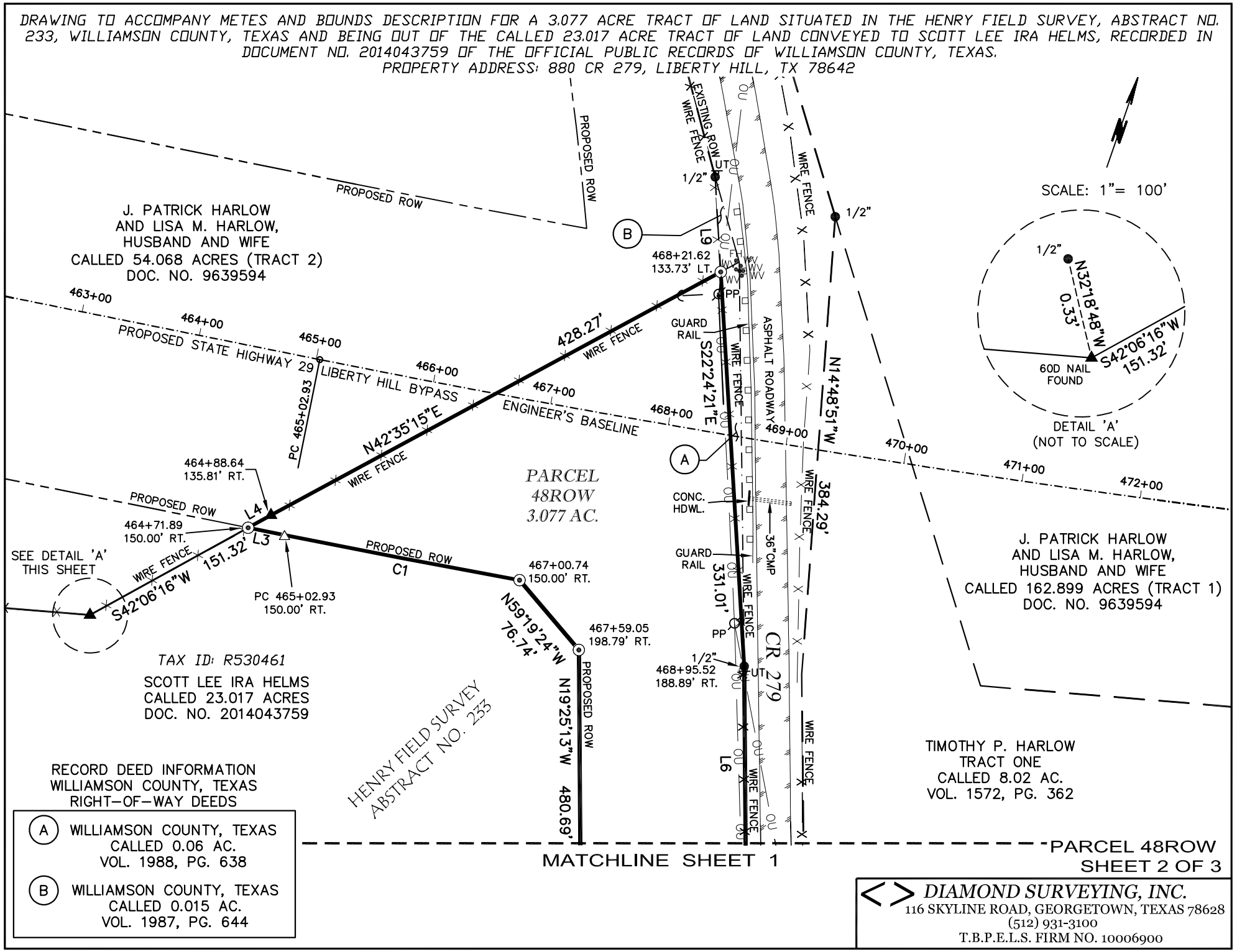
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N20°20'18"W	11.67'
L2	N70°42'40"E	2.43'
L3	S82°22'48"W	31.05'
L4	N42°06'16"E	21.95'
L6	S19°26'15"E	198.96'
L7	S19°23'37"E	103.43'
L8	S19°37'05"E	168.21'
L9	N22°24'21"W	79.83'
L10	N84°24'54"E	50.89'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	11150.00'	200.51'	1°01'49"	S81°51'53"W	200.50'

PARCEL 48ROW
SHEET 1 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS PRELIM SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48 SH 29 BYPASS LH REVISED PRELIMINARY.dwg


DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642
J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE CALLED 54.068 ACRES (TRACT 2) DOC. NO. 9639594
PROPOSED ROW
PROPOSED STATE HIGHWAY 29 LIBERTY HILL BYPASS
ENGINEER'S BASELINE
463+00
464+00
465+00
466+00
467+00
468+00
469+00
470+00
471+00
472+00
PC 465+02.93
428.27'
N42°35'15"E
WIRE FENCE
464+88.64
135.81' RT.
464+71.89
150.00' RT.
L4
L3
151.32'
S42°06'16"W
SEE DETAIL 'A' THIS SHEET
PC 465+02.93
150.00' RT.
C1
467+00.74
150.00' RT.
N59°19'24"W
76.74'
467+59.05
198.79' RT.
N19°25'13"W
480.69'
PARCEL 48ROW
3.077 AC.
TAX ID: R530461
SCOTT LEE IRA HELMS
CALLED 23.017 ACRES
DOC. NO. 2014043759
HENRY FIELD SURVEY
ABSTRACT NO. 233
EXISTING ROW
WIRE FENCE
1/2"
UT
L9
468+21.62
133.73' LT.
PP
GUARD RAIL
S22°24'21"E
ASPHALT ROADWAY
N14°48'51"W
384.29'
CONC. HDWL.
36"CMP
331.01'
468+95.52
188.89' RT.
L6
CR 279
SCALE: 1"= 100'
N32°18'48"W
0.33'
S42°06'16"W
151.32'
60D NAIL FOUND
DETAIL 'A'
(NOT TO SCALE)
J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE CALLED 162.899 ACRES (TRACT 1) DOC. NO. 9639594
TIMOTHY P. HARLOW TRACT ONE CALLED 8.02 AC. VOL. 1572, PG. 362
RECORD DEED INFORMATION
WILLIAMSON COUNTY, TEXAS
RIGHT-OF-WAY DEEDS
A WILLIAMSON COUNTY, TEXAS CALLED 0.06 AC. VOL. 1988, PG. 638
B WILLIAMSON COUNTY, TEXAS CALLED 0.015 AC. VOL. 1987, PG. 644
MATCHLINE SHEET 1
PARCEL 48ROW
SHEET 2 OF 3
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900
Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS PRELIM SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48 SH 29 BYPASS LH REVISED PRELIMINARY.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.077 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 23.017 ACRE TRACT OF LAND CONVEYED TO SCOTT LEE IRA HELMS, RECORDED IN DOCUMENT NO. 2014043759 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 880 CR 279, LIBERTY HILL, TX 78642

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

4) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

LEGEND

●	IRON ROD FOUND
▲	60D NAIL FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
△	PK NAIL SET IN BASE OF TREE
▽	CALCULATED POINT
UT	UNDERGROUND TELEPHONE MARKER
TPED	TELEPHONE PEDESTAL
WV	WATER VALVE
FH	FIRE HYDRANT
PP	POWER POLE
	DOWN GUY
X X	WIRE FENCE
OU	OVERHEAD UTILITY LINE
	EDGE OF PAVEMENT
	GUARD RAIL
	RIGHT-OF-WAY DEED LINE
	ENGINEER'S BASELINE
CONC.	CONCRETE
HDWL.	HEADWALL
CMP	CORRUGATED METAL PIPE
ROW	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

To: Williamson County, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on December 14, 2020. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1B, Condition III Standard Land Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PRELIMINARY - NOT TO BE RECORDED

JUNE 4, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

PARCEL 48ROW
SHEET 3 OF 3

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS PRELIM SURVEYS\PARCEL 48 ROW HELMS\PARCEL 48 SH 29 BYPASS LH REVISED PRELIMINARY.dwg

Commissioners Court - Regular Session **47.**

Meeting Date: 02/22/2022

Liberty Hill Bypass 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 (0.923 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (Christina A. Helms/ Parcel 4)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:38 AM
Form Started By: Charlie Crossfield		Started On: 02/17/2022 08:35 AM
Final Approval Date: 02/17/2022		

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 0.923 acres (Parcel 4) described by metes and bounds in Exhibit "A" owned by **CHRISTINA A. HELMS** for the purpose of constructing, reconstructing, maintaining, and operating the Liberty Hill Bypass 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 : 4 –Helms
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.923 ACRE (40,224 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 13.205 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO SCOTT L. I. HELMS RECORDED IN DOCUMENT NO. 2020012722 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.923 ACRE (40,224 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 115.99 feet left of Bagdad Road Baseline Station 303+45.44 (Grid Coordinates determined as N=10,208,720.49 E=3,057,910.86), being in the southerly boundary line of said 13.205 acre tract, same being in the northerly boundary line of an apparent remainder of the westerly portion (west of County Road) of that called 245 acre tract of land set out in Partition Deed to James W. Forbes and wife, Barbara Ann Forbes recorded in Volume 569, Page 425 of the Deed Records of Williamson County, Texas, said remainder portion described as "....an area used for road widening of an existing 30 foot wide road easement..." in Document No. 2020012722 of the Official Public Records of Williamson County, Texas, and appears to be vested in Scott L. I. Helms, Christina A. Helms and Lacie G. Hale, heirs of Barbara Ann Forbes, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a nail set in a wood fence post, being an angle point in the said southerly boundary line of the 13.205 acre tract bears with said fence, S 64°27'17" W, at a distance of 163.72 feet;

1) **THENCE,** departing said remainder area, with said proposed westerly ROW line, through the interior of said 13.205 acre tract, **N 30°13'52" W,** for a distance of **495.68** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 109.31 feet left of Bagdad Road Baseline Station 308+17.84 in the northerly boundary line of said 13.205 acre tract, same being in the southerly boundary line of that called 10.005 acre tract of land described in Warranty Deed to James W. Forbes recorded in Volume 1427, Page 619 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

2) **THENCE,** departing said proposed westerly ROW line, with the northerly boundary line of said 13.205 acre tract, same being the southerly boundary line of said 10.005 acre tract, **N 67°41'35" E,** for a distance of **129.46** feet to an iron rod with a plastic cap stamped "FOREST SURVEYING RPLS 1847" found in the existing westerly ROW line of County Road 279 (Bagdad Road) (variable width ROW), being the northeasterly corner of said 13.205 acre tract, same being the southeasterly corner of said 10.005 acre tract, for the northeasterly corner of the herein described parcel;

3) **THENCE,** with said existing westerly ROW line, same being the easterly boundary line of said 13.205 acre tract, **S 19°12'27" E,** for a distance of **489.70** feet to a 1/2" iron rod found, being the southeasterly corner of said 13.205 acre tract, same being the northeasterly corner of said remainder tract, for the southeasterly corner of the herein described parcel, and from which, an iron rod with a plastic cap stamped "FOREST RPLS 1847" found, being the southeasterly corner of said remainder tract, same being the northeasterly corner of that called 11.419 acre tract of land described in Warranty Deed With Vendor's Lien to MGD Interest, Ltd. recorded in Document No. 2020076120 of the Official Public Records of Williamson County, Texas, bears, with said existing westerly ROW line, S 17°59'39" E, at a distance of 18.83 feet;

County: Williamson
Parcel : 4 –Helms
Highway: Bagdad Rd (CR 279)

4) **THENCE,** departing said existing westerly ROW line, with the southerly boundary line of said 13.205 acre tract, same being the northerly boundary line of said remainder tract, **S 64°27'17" W,** for a distance of **34.70** feet to the **POINT OF BEGINNING**, containing 0.923 acres (40,224 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 23 Nov 2021

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

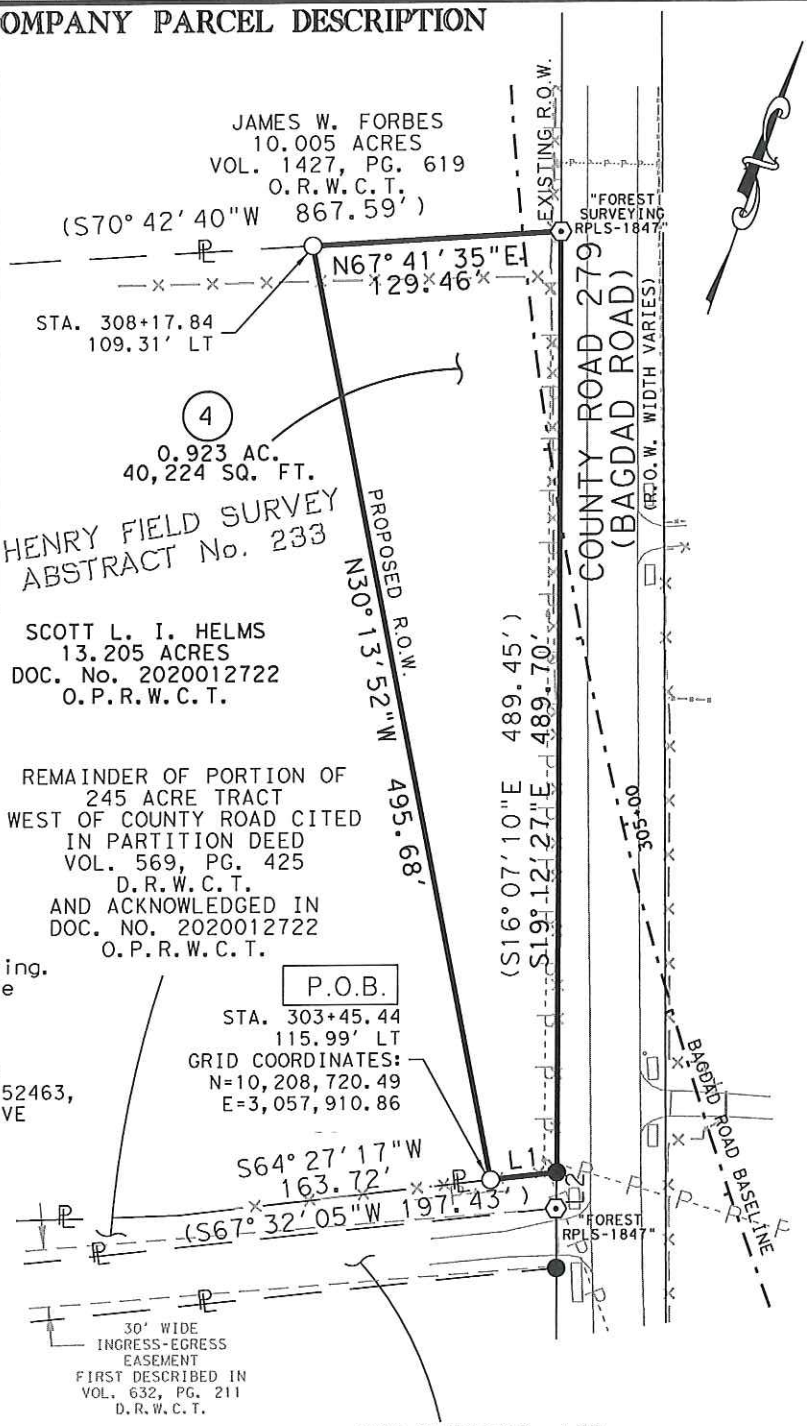
Date

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND IN FENCE POST
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
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



NO.	DIRECTION	DISTANCE
L1	S64° 27' 17"W	34.70'
L2	S17° 59' 39"E	18.83'

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-152463, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE AUGUST 6, 2021, ISSUE DATE AUGUST 17, 2021.

1. RESTRICTIVE COVENANTS: VOLUME 631, PAGE 833 AND VOLUME 642, PAGE 364, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

(10)2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 2014037857, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

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 DIRECT SUPERVISION.

M. Stephen Truesdale 23 Nov 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

11/04/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SCOTT L. I. HELMS

SCALE	PROJECT	COUNTY
1" = 100'	BAGDAD ROAD	WILLIAMSON

PARCEL 4
0.923 ACRES
40,224 Sq. Ft.

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 4 & 9-HELMS\PARCEL 4\PARCEL 4-HELMS-REV.dgn

Commissioners Court - Regular Session **48.**

Meeting Date: 02/22/2022

Liberty Hill Bypass 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 (2.285 acres and 16.010 acres) required for the construction of Liberty Hill Bypass, and take appropriate action. (J. Patrick Harlow and Lisa M. Harlow/Parcels 2 & 47).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	02/17/2022 08:47 AM
Form Started By: Charlie Crossfield		Started On: 02/17/2022 08:36 AM
Final Approval Date: 02/17/2022		

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 the following: (1) approximately 2.285acres (Parcel 2) of land; (2) approximately 16.010 acres (Parcel 47); described by metes and bounds in Exhibits "A&B" owned by **J. PATRICK HARLOW AND LISA M. HARLOW** for the purpose of constructing, reconstructing, maintaining, and operating the Liberty Hill Bypass 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 : 2–Harlow
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 2.285 ACRE (99,551 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 162.899 ACRE TRACT OF LAND (TRACT 1) DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO J. PATRICK HARLOW AND LISA M. HARLOW RECORDED IN DOCUMENT NO. 1996039594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.285 ACRE (99,551 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set at the intersection of the existing easterly Right-of-Way (ROW) line of County Road (C.R.) 279 (ROW width varies) with the proposed easterly ROW line of Bagdad Road (ROW width varies), being 24.54 feet right of Bagdad Road Baseline Station 344+74.59 (Grid Coordinates determined as N=10,212,221.20 E=3,055,846.01), same being in the westerly boundary line of said 162.899 acre tract, for the northerly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an 80D nail found, being the northwesterly corner of said 162.899 acre tract, same being the southwesterly corner of that called 4.65 acre tract of land cited in General Warranty Deed With Vendor's Lien to George E. Peacock, Jr. and Joyce H. Peacock Document No. 2019011190 and described in Document No. 2016035077, both of the Official Public Records of Williamson County, Texas, bears N 48°28'10" W, at a distance of 172.07 feet;

THENCE, departing said existing easterly ROW line, with said proposed easterly ROW line, through the interior of said 162.899 acre tract, the following five (5) courses:

1) **S 53°54'58" E,** for a distance of **142.84** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 35.09 feet right of Bagdad Road Baseline Station 343+30.31, for an angle point;

2) **S 57°18'47" E,** for a distance of **299.21** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 42.68 feet right of Bagdad Road Baseline Station 340+30.33, for the beginning of a non-tangent curve to the right;

3) Along said curve to the right, having a delta angle of **19°50'04",** a radius of **2,715.00** feet, an arc length of **939.87** feet and a chord which bears **S 44°03'50" E,** for a distance of **935.18** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.11 feet right of Bagdad Road Baseline Station 331+10.14, for a point of non-tangency;

4) **S 33°37'22" E,** for a distance of **1,058.63** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 129.32 feet right of Bagdad Road Baseline Station 320+73.67, for an angle point;

5) **S 22°03'14" E,** for a distance of **39.32** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 129.69 feet right of Bagdad Road Baseline Station 320+36.54, in the westerly boundary line of said 162.899 acre tract, same being in the easterly boundary line of that called 8.02 acre tract of land (Tract One) described in Deed of Gift to Timothy P. Harlow recorded in Volume 1572, Page 362 of the Official Records of Williamson County, Texas, for the southerly corner of the herein described parcel;

6) **THENCE,** with said common boundary line**, N 37°30'25" W,** for a distance of **51.21** feet to a 1/2" iron rod found in said existing easterly ROW line of C.R. 279, being an angle point in the westerly boundary line of said 162.899 acre tract, same being the northwesterly corner of said 8.02 acre tract, and from which, a 1/2" iron rod found, being the southwesterly corner of said 8.02 acre tract bears, with said existing easterly ROW line, S 14°47'53" E, at a distance of 383.57 feet a calculated angle point and continuing S 19°38'16" E, at a distance of 238.71 feet;

County: Williamson
Parcel : 2–Harlow
Highway: Bagdad Rd (CR 279)

THENCE, departing said 8.02 acre tract and said proposed easterly ROW line, with said existing easterly ROW line, same being the westerly boundary line of said 162.899 acre tract, the following four (4) courses:

7) **N 35°40'29" W,** for a distance of **1,143.69** feet to a called for chain link fence corner post, for an angle point;

8) **N 36°05'59" W,** for a distance of **77.18** feet to a called for chain link fence corner post, for an angle point;

9) **N 38°16'43" W,** for a distance of **121.36** feet, for a calculated angle point;

10) **N 48°28'10" W,** for a distance of **1,068.37** feet to the **POINT OF BEGINNING**, containing 2.285 acres (99,551 square feet) of land, more or less

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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 direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale — 12 July 2021
M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

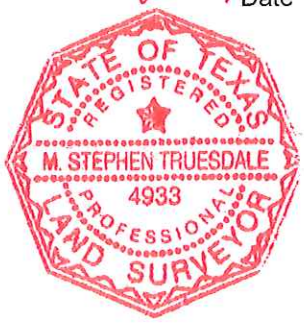
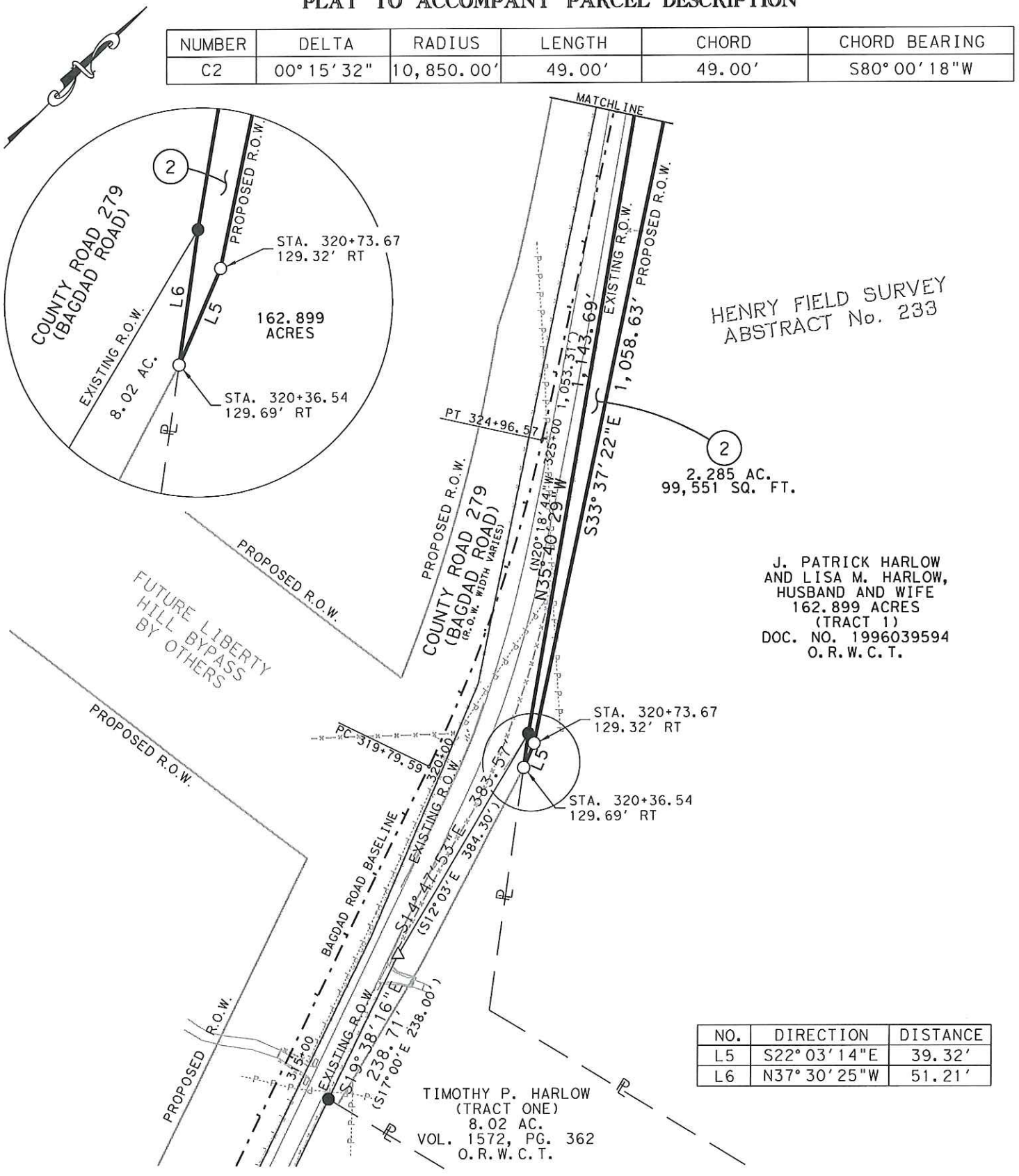


EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	00° 15' 32"	10,850.00'	49.00'	49.00'	S80° 00' 18"W



NO.	DIRECTION	DISTANCE
L5	S22° 03' 14"E	39.32'
L6	N37° 30' 25"W	51.21'

06/23/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

J. PATRICK HARLOW & LISA M. HARLOW

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

PARCEL 2
2.285 ACRES
99,551 Sq. Ft.

S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCELS 2,5,6 & 7-HARLOW\PARCEL 2\PARCEL 2-HARLOW-SH3.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	19°50'04"	2,715.00'	939.87'	935.18'	S44°03'50"E

LEGEND

✲	FENCE POST FOUND
●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	80/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON-COUNTY" SET (UNLESS NOTED OTHERWISE)
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
⌇	LINE BREAK
⌇	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
N.T.S.	NOT TO SCALE
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

NO.	DIRECTION	DISTANCE
L1	N48°28'10"W	172.07'
L2	S53°54'58"E	142.84'
L3	S57°18'47"E	299.21'
L4	S33°37'22"E	1,058.63'
L7	N35°40'29"W	1,143.69'
(L7)	(N20°18'44"W)	(1,053.31')
L8	N36°05'59"W	77.18'
(L8)	(N35°47'48"W)	(76.36')
L9	N38°16'43"W	121.36'
(L9)	(N36°17'32"W)	(121.38')

1) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARING. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE.

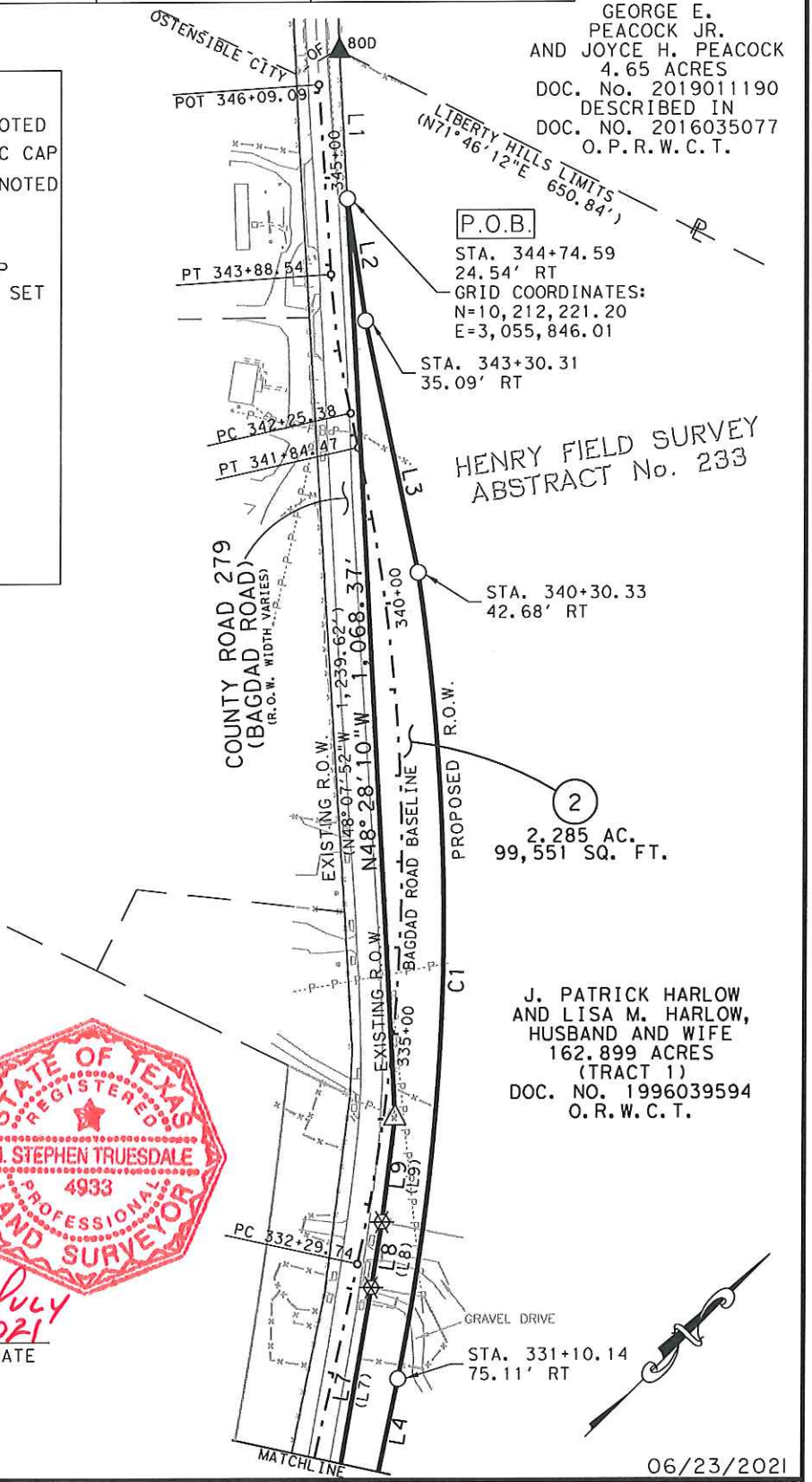
2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEYMADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

STATE OF TEXAS REGISTERED M. STEPHEN TRUESDALE 4933 PROFESSIONAL LAND SURVEYOR

M. Stephen Truesdale 12 July 2021

M. STEPHEN TRUESDALE DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



06/23/2021

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

J. PATRICK HARLOW & LISA M. HARLOW

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

PARCEL 2
2.285 ACRES
99,551 Sq. Ft.

S:_BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCELS 2,5,6 & 7-HARLOW\PARCEL 2\PARCEL 2-HARLOW-SH4.dgn

Exhibit "B"

County: Williamson
Parcel No.: 47ROW
Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 47ROW

FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 16.010 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JULY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found with cap marked “RPLS 5784” (Surface Coordinates: N=10211311.46, E=3055913.39) monumenting the northeast corner of the called 2.362 acre tract of land (Tract 1) conveyed to Fidel G. Loza, recorded in Document No. 2016039911 of the Official Public Records of Williamson County, Texas and the southeast corner of the called 1.828 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016038954 of the Official Public Records of Williamson County, Texas, same being on the west boundary line of said 54.068 acre Harlow tract, from which a 1/2” iron rod found monumenting the southwest corner of said 54.068 acre Harlow tract and the southeast corner of said 2.362 acre Loza tract, same being on the north boundary line of the called 13.929 acre tract of land (Tract 1) conveyed to Murray K. Choate and Pamela R. Choate, recorded in Document No. 2016107912 of the Official Public Records of Williamson County, Texas, bears S 34°59’12” E for a distance of 363.63 feet;

THENCE, N 35°18’56” W with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.828 acre Williamson County, Texas tract, for a distance of 59.66 feet to an iron rod set with aluminum cap marked "Williamson County" (Surface Coordinates: N=10211360.14, E=3055878.90), being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 449+05.38, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE, with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.828 acre Williamson County, Texas tract, the following two (2) courses and distances:

County: Williamson
Parcel No.: 47ROW
Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

1. **N 35°18'56" W** for a distance of **24.87 feet** to a fence post found (leaning), being 132.57 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 448+88.59;

2. **N 50°59'33" W** for a distance of **99.63 feet** to an iron rod found with cap (non-legible) monumenting the northeast corner of said 1.828 acre Williamson County, Texas tract and the southeast corner of the called 1.224 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016043602 of the Official Public Records of Williamson County, Texas, being 86.31 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 448+04.04, from which an iron rod found with cap marked "RPLS 5784" monumenting the northwest corner of said 1.828 acre Williamson County, Texas tract and the southwest corner of said 1.224 acre Williamson County, Texas tract, same being on the east right-of-way of Stubblefield Lane, bears S 55°09'52" W for a distance of 315.88 feet;

THENCE, **N 51°08'08" W** with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.224 acre Williamson County, Texas tract, for a distance of **184.55 feet** to a 1/2" iron rod found monumenting the northeast corner of said 1.224 acre Williamson County, Texas tract and the southeast corner of the called 1.414 acre tract of land (Parcel 45ROW) conveyed to Williamson County, Texas, recorded in Document No. 2021029944 of the Official Public Records of Williamson County, Texas, being 9.27 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 446+39.44, from which a 1/2" iron rod found monumenting the northwest corner of said 1.224 acre Williamson County, Texas tract and the southwest corner of said 1.414 acre Williamson County, Texas tract, same being on said east right-of-way line of said Stubblefield Lane, bears S 71°02'56" W for a distance of 208.99 feet;

THENCE, **N 21°03'34" W** with the west boundary line of said 54.068 acre Harlow tract and the east boundary line of said 1.414 acre Williamson County, Texas tract, for a distance of **203.87 feet** to an iron rod set with aluminum cap marked "Williamson County" for the northeast corner of said 1.414 acre Williamson County, Texas tract and the southeast corner of the called 0.576 acre tract of land (Parcel 45REM) conveyed to Williamson County, Texas, recorded in said Document No. 2021029944, being 150.00

County: Williamson
Parcel No.: 47ROW
Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 445+08.41, for the most westerly northwest corner hereof, same being on the proposed north right-of-way line of the State Highway 29 Liberty Hill Bypass Control of Access (COA), from which an iron rod found with cap marked "Land Dev" monumenting the northeast corner of said 0.576 acre Williamson County, Texas tract and the southeast corner of the called 1.06 acre tract of land conveyed to Liberty Hill Water Supply Corp., recorded in Document No. 2000053600 of the Official Public Records of Williamson County, Texas, same being on the west boundary line of the called 6.50 acre tract of land conveyed to James Wayne Mather, recorded in Document No. 2006068763 of the Official Public Records of Williamson County, Texas, bears N 21°03'34" W for a distance of 213.62 feet;

THENCE, through the interior of said 54.068 acre Harlow tract the following eight (8) courses and distances:

1. With a curve to left passing at an arc length of 886.54 feet a calculated point 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 454+51.53, for the end of said Control of Access, in all a total arc length of **1095.64 feet**, said curve having a radius of **2350.00 feet**, a delta angle of **26°42'47"** and a chord which bears **S 84°15'49" E** for a distance of **1085.75 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's PT Station 456+73.98, for the end of this curve;

2. **N 82°22'48" E** for a distance of **828.95 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's PC Station 465+02.93, on the beginning of a curve to the left;

3. With said curve to the left an arc length of **147.43 feet**, said curve having a radius of **10850.00 feet**, a delta angle of **0°46'43"** and a chord which bears **N 81°59'26" E** for a distance of **147.43 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 466+52.40, for the end of this curve;

County: Williamson
Parcel No.: 47ROW
Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
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4. **N 28°33'44" E** for a distance of **49.27 feet** to an iron rod set with aluminum cap marked "Williamson County", being 189.33 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 466+82.54;

5. With a curve to the left an arc length of **316.75 feet**, said curve having a radius of **2097.19 feet**, a delta angle of **8°39'13"** and a chord which bears **N 27°47'43" W** for a distance of **316.45 feet** to an iron rod set with aluminum cap marked "Williamson County", being 487.58 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 465+73.42, for the end of this curve;

6. **N 30°46'10" W** for a distance of **286.37 feet** to an iron rod set with aluminum cap marked "Williamson County", being 751.11 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+57.72, for the beginning of a curve to the left;

7. With said curve to the left an arc length of **552.84 feet**, said curve having a radius of **4000.00 feet**, a delta angle of **7°55'08"** and a chord which bears **N 34°43'44" W** for a distance of **552.40 feet** to an iron rod set with aluminum cap marked "Williamson County", being 1242.82 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 462+06.00, for the end of this curve;

8. **N 38°41'18" W** for a distance of **134.36 feet** to an iron rod set with aluminum cap marked "Williamson County" on the north boundary line of said 54.068 acre Harlow tract and the south boundary line of the called 1.00 acre tract of land conveyed to Laura Moscatelli, recorded in Document No. 2016095223 of the Official Public Records of Williamson County, Texas, being 1357.91 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 461+36.67, for the most northerly northwest corner hereof, from which a fence post found on the southwest corner of said 1.00 acre Moscatelli tract and an exterior ell corner of the called 10.00 acre tract of land conveyed to Becky Faurie, recorded in Volume 1453, Page 908 of the Official Records of Williamson County, Texas, same being

on said north boundary line of the 54.068 acre Harlow tract, bears S 70°42'27" W for a distance of 148.66 feet and S 71°05'57" W for a distance of 100.66 feet;

THENCE, **N 70°42'27" E** with said north boundary line of the 54.068 acre Harlow tract and said south boundary of the 1.00 acre Moscatelli tract, for a distance of **72.96 feet** to a fence post found on the northeast corner of said 54.068 acre Harlow tract and the southeast corner of said 1.00 acre Moscatelli tract, same being on the west right-of-way line of County Road 279, being 1372.67 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 462+08.12, for the northeast corner hereof, from which a 1/2" iron rod found monumenting an angle point on the east boundary line of said 1.00 acre Moscatelli tract and said west right-of-way line of County Road 279, bears N 42°42'33" W for a distance of 52.78 feet;

THENCE, with the fenced east boundary line of said 54.068 acre Harlow tract and said west right-of-way line of County Road 279, the following two (2) courses and distances:

1. **S 38°09'19" E** for a distance of **230.48 feet** to a calculated point, being 1174.15 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 463+25.22;

2. **S 33°50'18" E** for a distance of **1068.62 feet** to a 1/2" iron rod found monumenting the north corner of the called 0.015 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1987, Page 644 of the Official Records of Williamson County, Texas, being 211.46 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+03.14, from which a 1/2" iron rod found monumenting the northwest corner of the called 8.02 acre tract of land (Tract One) conveyed to Timothy P. Harlow, recorded in Volume 1572, Page 362 of the Official Records of Williamson County, Texas, same being on the west boundary line of the called 162.899 acre tract of land (Tract 1) conveyed to J. Patrick Harlow and Lisa M. Harlow, husband and wife, recorded in said Document No. 9639594, same being on the east right-of-way line of said County Road 279, bears N 89°19'56" E for a distance of 105.99 feet;

THENCE, **S 22°24'21" E** with the east boundary line of said 54.068 acre Harlow tract, the west boundary line of said 0.015 acre Williamson County, Texas tract and said west right-

of-way line of County Road 279, for a distance of **79.83 feet** to an iron rod set with aluminum cap marked "Williamson County" for the southeast corner of said 54.068 acre Harlow tract, the southwest corner of said 0.015 acre Williamson County, Texas tract, the northwest corner of the called 0.06 acre tract of land conveyed to Williamson County, Texas, recorded in Volume 1988, Page 638 of the Official Records of Williamson County, Texas and the northeast corner of the called 23.017 acre tract of land conveyed to Scott Lee Ira Helms, recorded in Document No. 2014043759 of the Official Public Records of Williamson County, Texas, being 133.73 feet left of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 468+21.62, for the southeast corner hereof, from which a 1/2" iron rod found monumenting an angle point on the east boundary line of said 23.017 acre Helms tract and said west right-of-way line of County Road 279, bears S 22°24'21" E for a distance of 331.01 feet;

THENCE, with the south boundary line of said 54.068 acre Harlow tract and the north boundary line of said 23.017 acre Helms tract, the following two (2) courses and distances:

1. **S 42°35'15" W** for a distance of **428.27 feet** to a 60D nail found, being 135.81 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+88.64;

2. **S 42°06'16" W** for a distance of **21.95 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 464+71.89, from which a 60D nail found monumenting an angle point in said south boundary line of the 54.068 acre Harlow tract and said north boundary line of the 23.017 acre Helms tract, bears S 42°06'16" W for a distance of 151.32 feet;

THENCE, through the interior of said 54.068 acre Harlow tract, the following two (2) courses and distances:

1. **S 82°22'48" W** for a distance of **797.90 feet** to an iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the proposed State Highway 29 Liberty Hill Bypass Engineer's PT and End of Control of Access Station 456+73.98, on the beginning of a curve to the right;

County: Williamson
Parcel No.: 47ROW
Tax ID: R356776
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

2. With said curve to the right passing at an arc length of 598.79 feet a calculated point being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Begin Control of Access Station 451+09.08, in all a total arc length of **814.72 feet**, said curve having a radius of **2650.00 feet**, a delta angle of **17°36'54"** and a chord which bears **N 88°48'45" W** for a distance of **811.52 feet** to the **POINT OF BEGINNING** hereof and containing 16.010 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

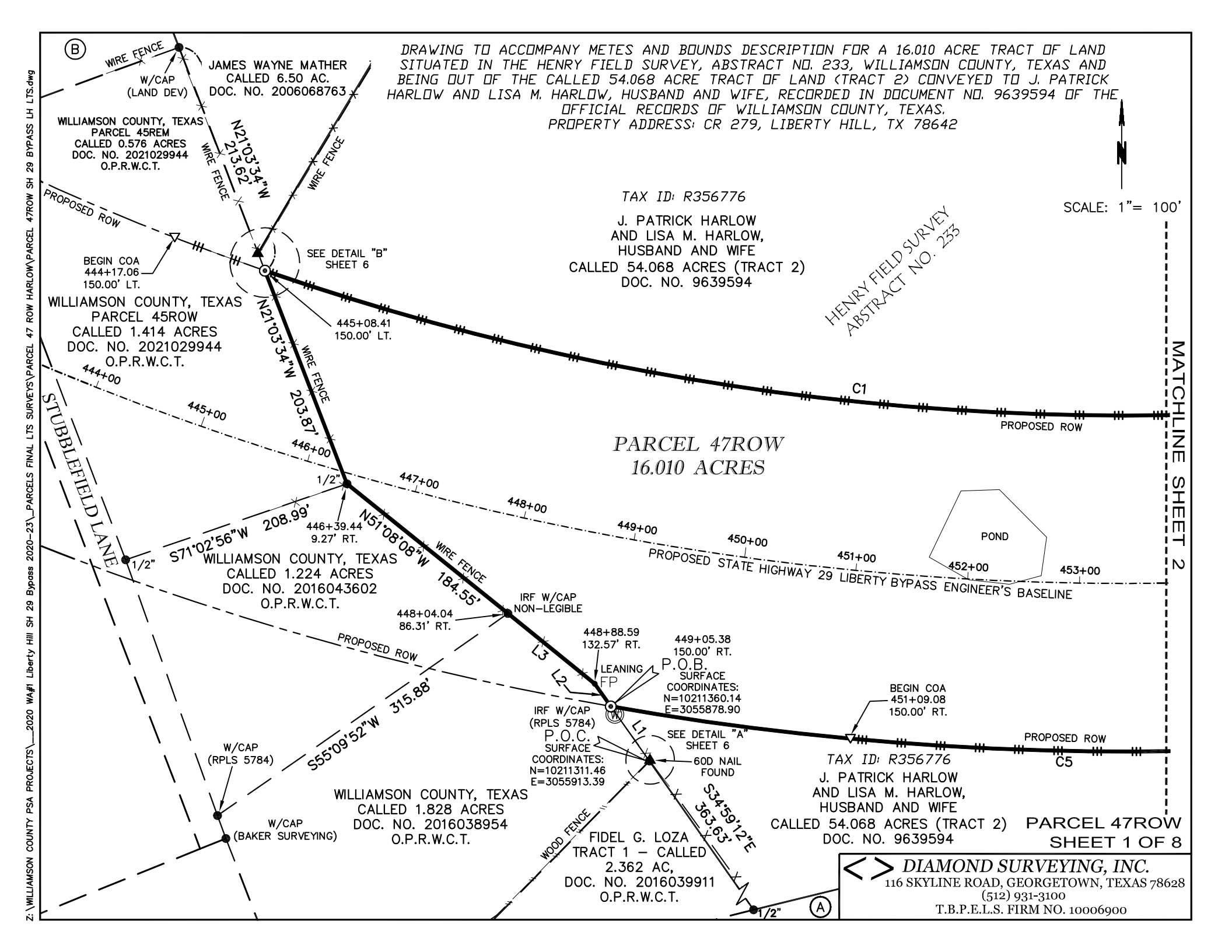
A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

AUGUST 2, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW N SH 29 BYPASS LH LTS M&B.doc


DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642
SCALE: 1"= 100'
PARCEL 47ROW
16.010 ACRES
TAX ID: R356776
J. PATRICK HARLOW
AND LISA M. HARLOW,
HUSBAND AND WIFE
CALLED 54.068 ACRES (TRACT 2)
DOC. NO. 9639594
HENRY FIELD SURVEY
ABSTRACT NO. 233
JAMES WAYNE MATHER
CALLED 6.50 AC.
DOC. NO. 2006068763
WILLIAMSON COUNTY, TEXAS
PARCEL 45REM
CALLED 0.576 ACRES
DOC. NO. 2021029944
O.P.R.W.C.T.
WILLIAMSON COUNTY, TEXAS
PARCEL 45ROW
CALLED 1.414 ACRES
DOC. NO. 2021029944
O.P.R.W.C.T.
WILLIAMSON COUNTY, TEXAS
CALLED 1.224 ACRES
DOC. NO. 2016043602
O.P.R.W.C.T.
WILLIAMSON COUNTY, TEXAS
CALLED 1.828 ACRES
DOC. NO. 2016038954
O.P.R.W.C.T.
FIDEL G. LOZA
TRACT 1 – CALLED
2.362 AC,
DOC. NO. 2016039911
O.P.R.W.C.T.
STUBBLEFIELD LANE
PROPOSED STATE HIGHWAY 29 LIBERTY BYPASS ENGINEER'S BASELINE
PROPOSED ROW
WIRE FENCE
WOOD FENCE
POND
LEANING FP
BEGIN COA
444+17.06
150.00' LT.
445+08.41
150.00' LT.
448+04.04
86.31' RT.
448+88.59
132.57' RT.
449+05.38
150.00' RT.
BEGIN COA
451+09.08
150.00' RT.
446+39.44
9.27' RT.
P.O.B.
SURFACE
COORDINATES:
N=10211360.14
E=3055878.90
P.O.C.
SURFACE
COORDINATES:
N=10211311.46
E=3055913.39
IRF W/CAP
NON-LEGIBLE
IRF W/CAP
(RPLS 5784)
W/CAP
(LAND DEV)
W/CAP
(RPLS 5784)
W/CAP
(BAKER SURVEYING)
60D NAIL
FOUND
1/2"
SEE DETAIL "B"
SHEET 6
SEE DETAIL "A"
SHEET 6
N21°03'34"W
213.62'
N21°03'34"W
203.87'
N51°08'08"W
184.55'
S71°02'56"W
208.99'
S55°09'52"W
315.88'
S34°59'12"E
363.63'
C1
C5
L1
L2
L3
444+00
445+00
446+00
447+00
448+00
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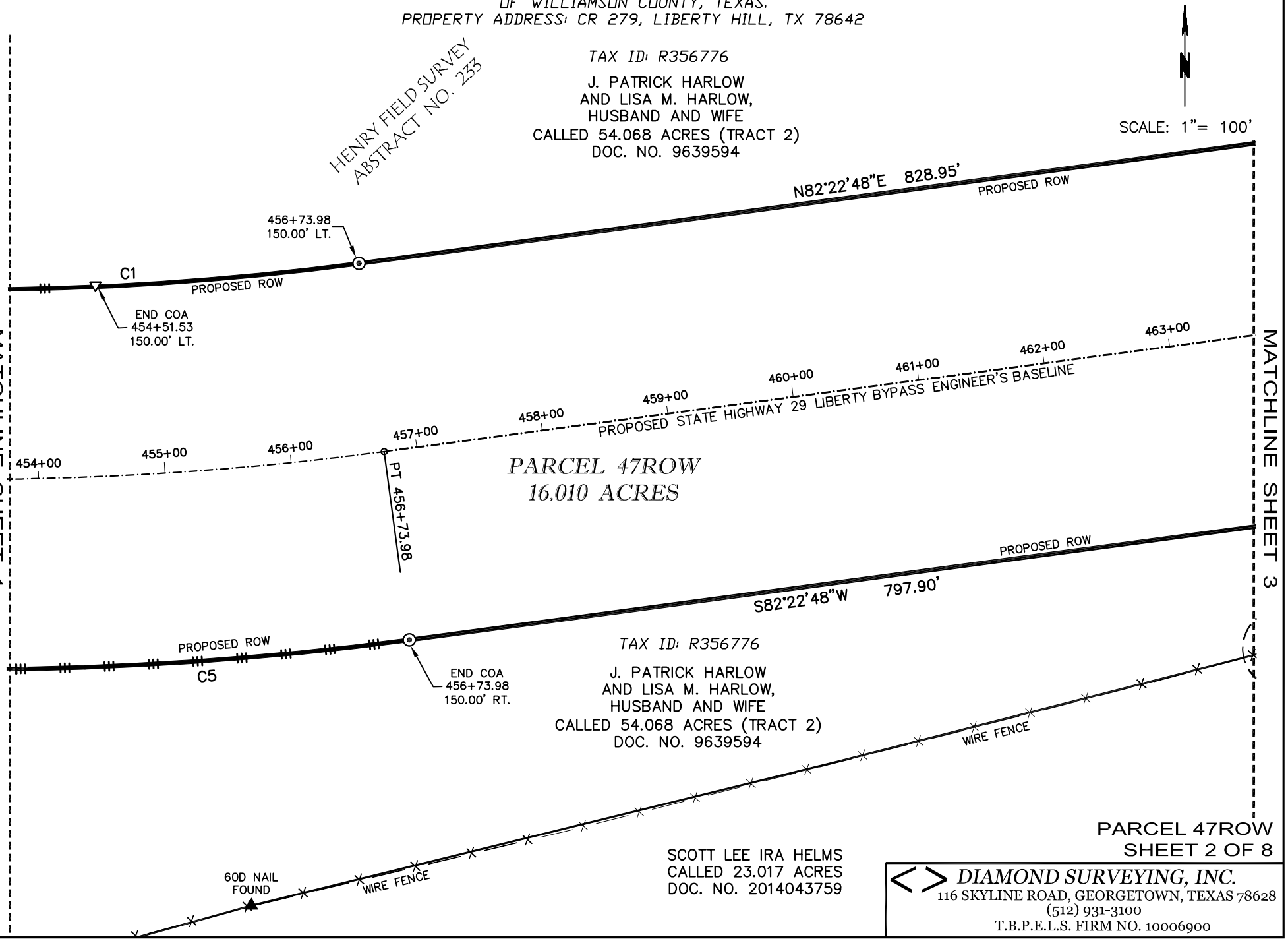
453+00
MATCHLINE SHEET 2
PARCEL 47ROW
SHEET 1 OF 8
DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900
Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW SH 29 BYPASS LH LTS.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642

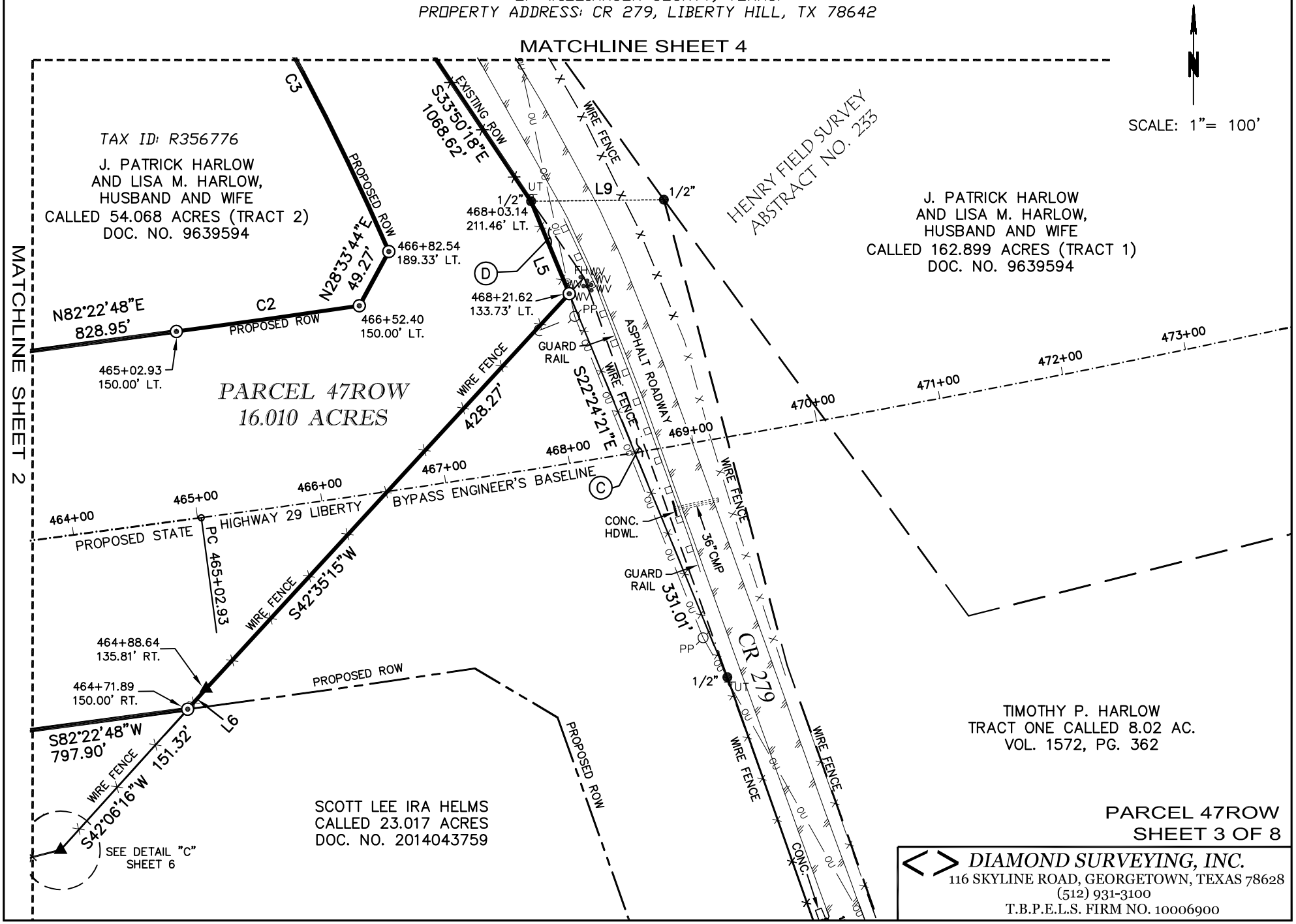


PARCEL 47ROW
SHEET 2 OF 8

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW SH 29 BYPASS LH LTS.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642

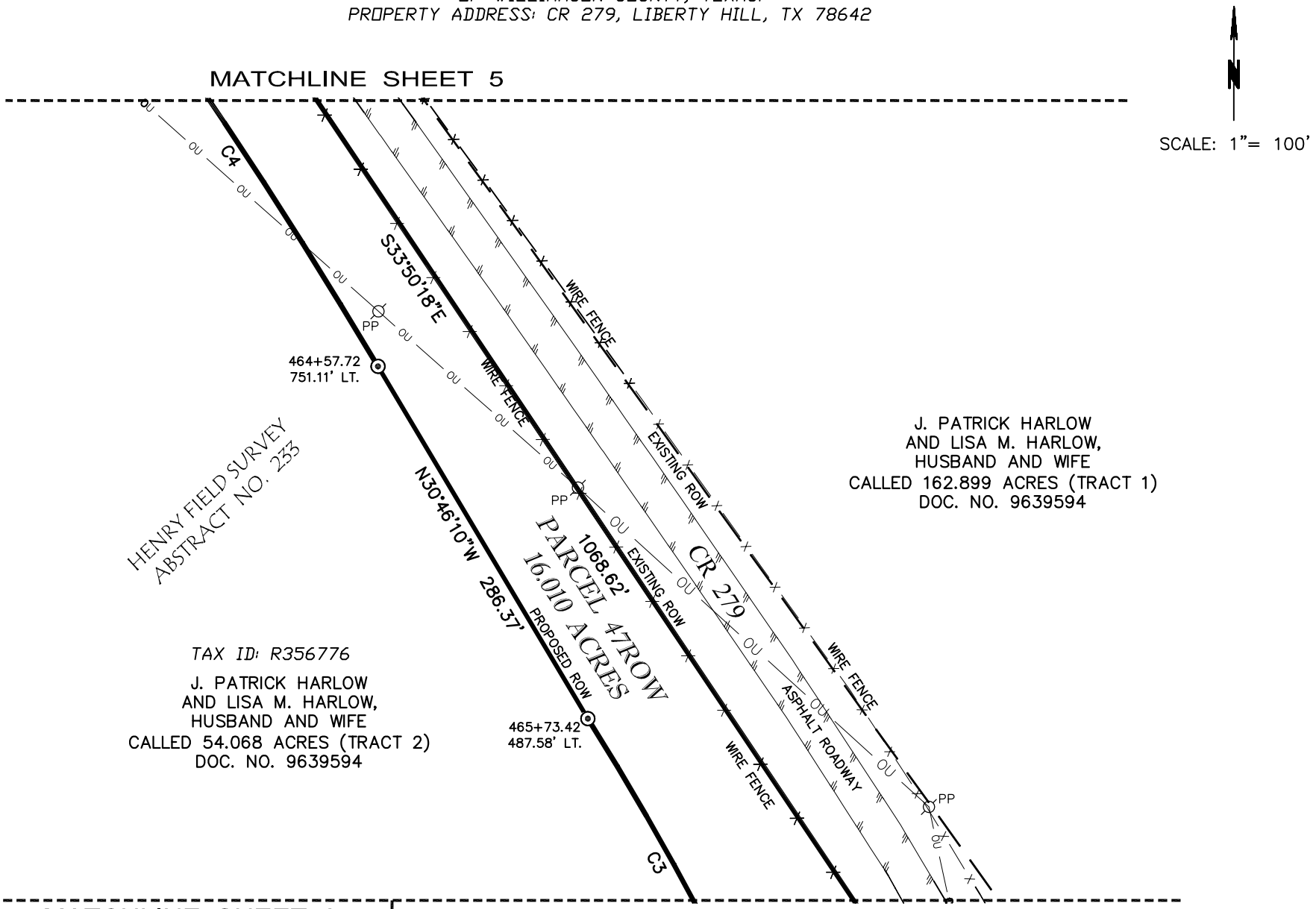


PARCEL 47ROW
SHEET 3 OF 8

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW SH 29 BYPASS LH LTS.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642

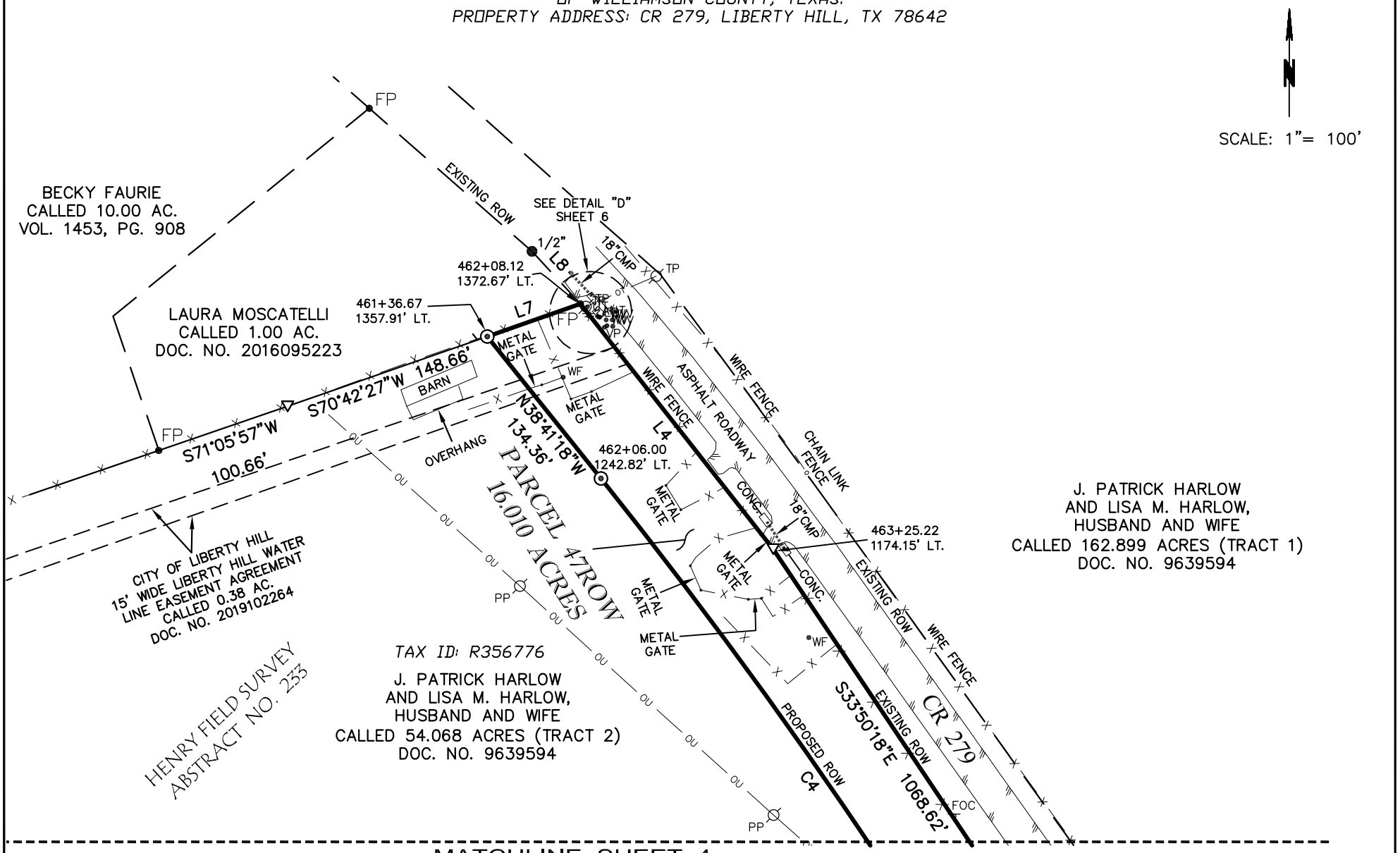


PARCEL 47ROW
SHEET 4 OF 8

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS___2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 47 ROW HARLOW\PARCEL 47ROW SH 29 BYPASS LH LTS.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 16.010 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 54.068 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO J. PATRICK HARLOW AND LISA M. HARLOW, HUSBAND AND WIFE, RECORDED IN DOCUMENT NO. 9639594 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642



PARCEL 47ROW
SHEET 5 OF 8

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

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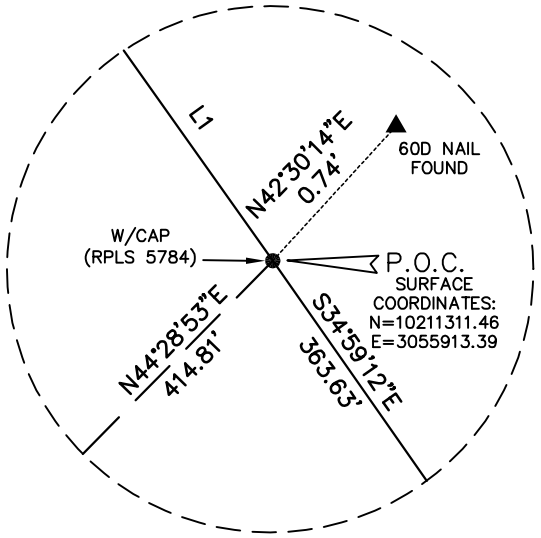
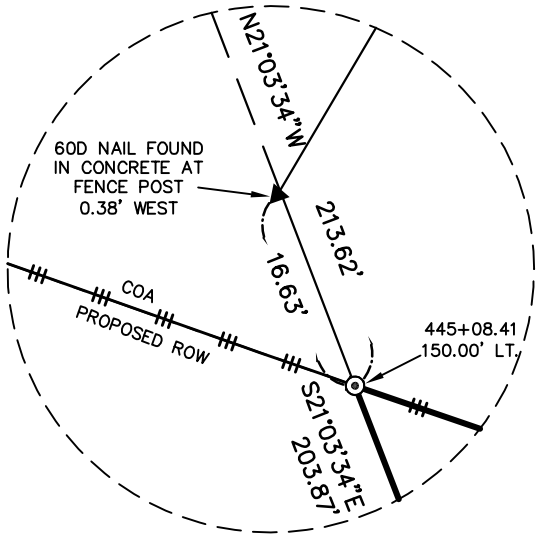
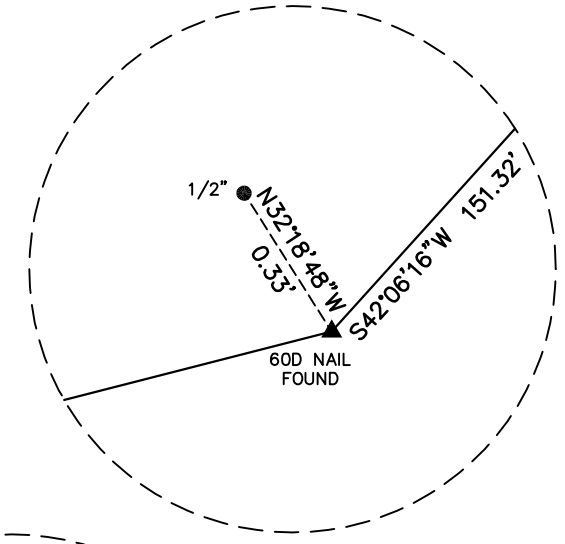


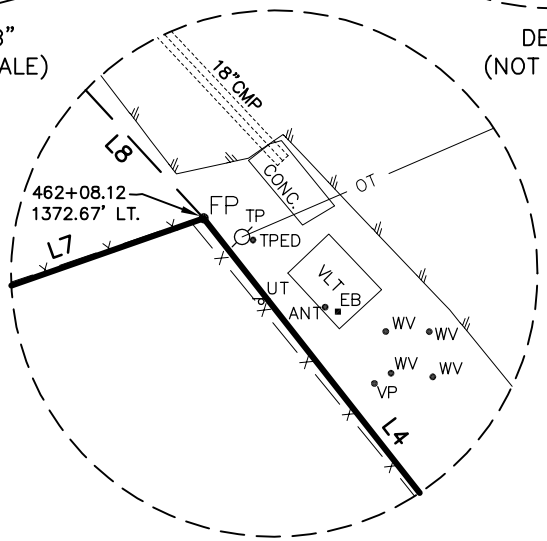
DETAIL 'A'
(NOT TO SCALE)



DETAIL "B"
(NOT TO SCALE)



DETAIL 'C'
(NOT TO SCALE)



DETAIL 'D'
(1" = 20')

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N35°18'56"W	59.66'
L2	N35°18'56"W	24.87'
L3	N50°59'33"W	99.63'
L4	S38°09'19"E	230.48'
L5	S22°24'21"E	79.83'
L6	S42°06'16"W	21.95'
L7	N70°42'27"E	72.96'
L8	N42°42'33"W	52.78'
L9	N89°19'56"E	105.99'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2350.00'	1095.64'	26°42'47"	S84°15'49"E	1085.75'
C2	10850.00'	147.43'	0°46'43"	N81°59'26"E	147.43'
C3	2097.19'	316.75'	8°39'13"	N27°47'43"W	316.45'
C4	4000.00'	552.84'	7°55'08"	N34°43'44"W	552.40'
C5	2650.00'	814.72'	17°36'54"	N88°48'45"W	811.52'

PARCEL 47ROW
SHEET 6 OF 8

DIAMOND SURVEYING, INC.
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PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642

LEGEND

●	IRON ROD FOUND
▲	60D NAIL FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
△	PK NAIL SET IN BASE OF TREE
▽	CALCULATED POINT
FP	FENCE POST
ANT	ANTENNA
VP	VENT PIPE
WF	WATER FAUCET
Ⓦ	WELL
WV	WATER VALVE
FH	FIRE HYDRANT
PP	POWER POLE
	DOWN GUY
TP	TELEPHONE POLE
UT	UNDERGROUND TELEPHONE MARKER
TPED	TELEPHONE PEDESTAL
— X — X — X —	WIRE FENCE
— OT —	OVERHEAD TELEPHONE LINE
— OU —	OVERHEAD UTILITY LINE
	EDGE OF PAVEMENT
	GUARD RAIL
	RIGHT-OF-WAY DEED LINE
	ENGINEER'S BASELINE
	CONTROL OF ACCESS
CONC.	CONCRETE
HDWL.	HEADWALL
CMP	CORRUGATED METAL PIPE
ROW	RIGHT-OF-WAY
COA	CONTROL OF ACCESS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

RECORD DEED INFORMATION
SEE SHEET 1

(A) MURRAY K. CHOATE AND PAMELA R. CHOATE
CALLED 13.929 AC. (TRACT I)
DOC. NO. 2016107912

(B) LIBERTY HILL WATER SUPPLY CORP.
CALLED 1.06 AC.
DOC. NO. 2000053600

RECORD DEED INFORMATION
WILLIAMSON COUNTY, TEXAS
RIGHT-OF-WAY DEEDS
SEE SHEET 3

(C) WILLIAMSON COUNTY, TEXAS
CALLED 0.06 AC.
VOL. 1988, PG. 638

(D) WILLIAMSON COUNTY, TEXAS
CALLED 0.015 AC.
VOL. 1987, PG. 644

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

DIAMOND SURVEYING, INC.
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PROPERTY ADDRESS: CR 279, LIBERTY HILL, TX 78642

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Westcor Land Title Insurance Company, Commitment for Title Insurance T-7, GF No. T-149576, issued by Texas National Title, Inc., which bears an Effective Date June 18, 2021 and an Issued Date of July 1, 2021 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10.1. Electric transmission line easement granted to Texas Power & Light as described in Volume 235, Page 52, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10.2. Electric transmission and/or distribution line easement granted to Texas Power & Light Company as described in Volume 235, Page 89, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10.3. Electric transmission and/or distribution line easement granted to Texas Power & Light Company as described in Volume 235, Page 91, Deed Records, Williamson County, Texas. Maybe a part of the subject tract. Unable to determine exact location of said easement due to a vague description contained in said instrument.

10.4. Electric transmission and/or distribution line easement granted to Texas Power & Light Company as described in Volume 296, Page 28, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10.5. Water distribution and appurtenances easement granted to Liberty Hill Water Supply Corporation as described in Volume 1511, Page 314, Official Records, Williamson County, Texas. Not a part of the subject tract.

10.6. Water distribution and appurtenances easement granted to Liberty Hill Water Supply Corporation as described in Document No. 9618021, Official Records, Williamson County, Texas. May be a part of the subject tract. Unable to determine exact location of said easement due to a vague description contained in said instrument. Said instrument states: "The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the centerline thereof being the pipe line as installed." Attachment A of said instrument further states: "This easement to follow the entire length of property line bordering CR 279. The LHWSC will attempt to stay as close to property line as possible. We will only move away from the fence at the Grantor's instructions. (such as going around a large tree, etc.). A 6"PVC potable water line will be installed in this easement.". However said instrument does not state as to which side of CR 279 the pipeline will be installed.

10.7. All terms, conditions and provisions of that certain Liberty Hill Water Line Easement of record in Document No. 2019102264, Official Public Records of Williamson County, Texas. Is a part of the subject tract as shown hereon.

10.8. Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease: Recorded: Volume 494, Page 114, Deed Records, Williamson County, Texas. Not a survey matter.

10.9. Terms, Conditions, and Stipulations in Oil, Gas and Mineral Lease: Recorded: Volume 829, Page 467, Deed Records, Williamson County, Texas. Not a survey matter.

To: Williamson County, Texas, Westcor Land Title Insurance Company and Texas National Title, Inc., exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 29, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

PARCEL 47ROW
SHEET 8 OF 8

AUGUST 2, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

DIAMOND SURVEYING, INC.
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Meeting Date: 02/22/2022
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	02/17/2022 08:49 AM
Form Started By: Charlie Crossfield		Started On: 02/17/2022 08:38 AM
Final Approval Date: 02/17/2022		

Commissioners Court - Regular Session **50.**

Meeting Date: 02/22/2022

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: Business prospect(s) that may locate or expand within Williamson County.

a) Project Red Hot Chili Pepper
b) Project Flex Power
c) Project Pearson Ranch
d) Project Fittipaldi
e) Project Venture
f) Project 007
g) Project Acropolis

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	02/17/2022 08:50 AM
Form Started By: Charlie Crossfield		Started On: 02/17/2022 08:39 AM
Final Approval Date: 02/17/2022		