NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
September 20, 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 – 29)

3. Discuss, consider and take appropriate action on a line item transfer from Non-Departmental to Indigent Burials.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non-Departmental	$800.00
To	0100-0640-004951	Indigent Burials	$800.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0554-003006	OFFICE EQUIPMENT < $5000	$3240.43
FROM	0100-0554-003120	PRINTER SUPPLIES	$1109.55
FROM	0100-0554-003010	COMPUTER EQUIPMENT < $5000	$2240.00
TO	0100-0554-004541	VEHICLE REPAIRS & MAINT	$6589.98

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.003901	Publications/Books/Periodicals	$653.28

To	0100.0475.004932	Trial Expenses	$653.28

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	$998.78
To	0100.0402.004311	Advertising	$998.78

7. Discuss, consider, and take appropriate action on approving a line item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003010	Computer Equipment	$2,000.00
From	0100-0540-003311	Uniforms	$3,000.00
From	0100-0540-004101	Collection Fees	$10,000.00
From	0100-0540-004410	Bond Premiums	$1,500.00
From	0100-0540-005700	Vehicles > $5,000	$10,500.00
To	0100-0540-004541	Vehicle Repairs & Maintenance	$27,000.00

8. Discuss, consider and take appropriate action on a line item transfer for 911 Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100-0581-004541	Vehicle Maintenance	$2,000.00
TO:	0100-0581-003301	Fuel	$2,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004208	Internet Cloud	$20,000.00
To	0100.0570.003316	Medical/Hospital	$20,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004100	Professional Services	$10,000.00
To	0100.0509.004621	Copier Rental/Lease	$3,500.00
To	0100.0509.004510	Facility Maintenance & Repair	$6,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0661.003311	Uniforms	$448.65
FROM	0100.0661.004212	Postage	$816.07
FROM	0100.0661.004210	Internet/Email Svs	$735.28
TO	0100.0661.003301	Gasoline	$2,000.00

12. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 09/13/22 for the Williamson County Tax Assessor/Collector.

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

14. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, August 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

15. Discuss, consider and take appropriate action on the engagement of the law firm of Thompson, Coe, Cousins & Irons LLP to represent Mark Luera, a former employee of the Williamson County Sheriff's Office, in relation to Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

16. Discuss, consider and take appropriate action on the engagement of the law firm of Wright & Greenhill, P.C. to represent Christopher Pisa, an employee of the Williamson County Sheriff's Office, in relation to Civil Action No. 1:21-cv-00350-RP; Imani Nembhard v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

17. Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Core Office Interiors for the total amount of $24,795.95, pursuant to BuyBoard contract #667-22, and authorizing the execution of the purchase.

18. Discuss, consider and take appropriate action on approving the Agreement between Thomson Reuters and/or West Publishing and Williamson County for a Westlaw Proflex Subscription pursuant to DIR Contract #DIR-LGL-CALIR-02. The term of this agreement is thirty-six (36) months, with a 1% increase in year two and year three. The monthly charges are as such: Year One-$4,987.75; Year Two-$5,037.63; and Year Three-$5,088.01.

19. Discuss, consider, and take appropriate action on approving the Change Order from Data Projections, Inc. for the Williamson County New Court Room furniture for an increase of $1,280.25, pursuant to TIPS contract #210101, and authorizing the execution of the Change Order. Funding Source is P515.

20. Discuss, consider, and take appropriate action on approving the quote from Election System and Software, Inc. for Williamson County Election Department to purchase ballots for the total amount of $61,700.00 pursuant to BuyBoard Contract #622-20 and authorizing the execution of the purchase.

21. Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Cathedral Corporation for a total amount of $13,550.00, for Postage and Ballot by Mail services for the upcoming November 2022 elections, and authorizing the execution of the purchase.

22. Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for a portion of Corridor H, improvements to Sam Bass Road.

23. Discuss, consider and take appropriate action to accept a donation of 130 cases of bottled water for the Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

24. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including one (1) Motorola APX 7500 Dual Band - Remote Mount, installed in MB1250, pursuant to Tx. Local Gov't Code 263.152.

25. Discuss, consider and take appropriate action on renewal of a Professional Services Agreement (PSA) for the purpose of providing pre-employment psychological screenings related to the potential hiring of new Williamson County Sheriff's Office employees, between Williamson County and Dr. Eugene Waters of AdventHealth - Behavioral Health Center; with a not-to-exceed amount of $10,000 for FY23, and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Local Government Code § 262.024(a)(4) and authorizing the execution of the agreement.

26. Discuss, consider and take appropriate action to approve Agreement for software and support services renewal, including hardware and platform upgrades, between Codex Corporation d/b/a Guardian RFID and Williamson County to support jail management and operations of the Sheriff's Department, via Buyboard Contract #669-22, in the total amount of $110,213.75.

27. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Construction Manager at Risk (CMAR) Williamson County Headquarters Building utilizing the one-step process, under RFP #22RFP148. Funding Source is P577.

28. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 4 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for Surveying Services for CR 201 from CR 200 to Approximately 1,100 feet North of Umbrella Sky. This supplemental is to extend the expiration date to September 30, 2022. Funding source: P499.

29. Discuss, consider and take appropriate action on approval of the preliminary plat for the Cove subdivision – Precinct 4.

REGULAR AGENDA

30. 9:30 AM Hold public hearing on the plan for the funding of the preservation and restoration program of the County Clerk's Records Archive Plan for 2022-2023.

31. Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Record Archive for FY 2022-2023.

32. Discuss, consider and take appropriate action on the following 2022-2023 budgets:

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

33. Discuss, consider and acknowledge the following 2022-2023 budgets:

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

34. Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

35. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and Brushy Creek Regional Utility Authority for Infrastructure improvements to the Underwater Pipeline Replacement Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).

36. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Round Rock for Infrastructure improvements to the Regional Water Supply Segment A Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).

37. Discuss, consider, and take appropriate action on awarding IFB #22IFB137, EMS Medical Supplies, split on a per item basis, to eight (8) responsive bidders: Bound Tree Medical, LLC; Henry Schein, Inc; Life-Assist, Inc; Medline Industries, Inc; QuadMed, Inc; Southern Safety Sales; Stryker; and Texas Medical Technology, LLC.

38. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with the Ranch at Cypress Creek Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

39. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Celebration Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Traffic control and security during various church services).

40. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Eye Productions, Inc. for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Traffic Control/Safety while filming in Williamson County).

41. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Grace Bible Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Security for Sunday morning services at church in Georgetown).

42. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Lakeline Mall for off duty contracting of County Sheriff Deputies to be effective October 1, 2022. (Exterior security around the mall).

43. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Orenda Education for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Security/Traffic control of campus at Gateway College Prep School).

44. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Sonterra West HOA for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Jarrell).

45. Discuss, consider, and take appropriate action on awarding IFB #22IFB130 Williamson County Fleet Vehicles to the lowest and best bidder, Caldwell Country Chevrolet - Ford for twenty-nine (29) vehicles, for a total amount of $1,724,372.00.

46. Receive the September 2022 Construction Summary Report and PowerPoint Presentation.

47. Discuss, consider, and take appropriate action on awarding IFB #22IFB138 CR 366 to the lowest and best bidder, James Construction Group, LLC, in the amount of $17,694,262.46 and authorizing the execution of the agreement. Funding Source is P296.

48. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of ($22,591.30) for Project 22IFB67 Davilla Street Culvert Replacement (Chasco Constructors) P: 486 Funding Source: Road Bond.

49. Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $414,400.00 for Project 22IFB57 CR 401 Reconstruction (James Construction) P: 390c Funding Source: Road Bond.

50. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the RM 620/SH 45 Intersection to McNeil Road contract between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond Program.
Project: P338 Fund Source: Road Bonds

51. Discuss, consider and take appropriate action on a consent to assignment with Titan Gateway35, LLC and Property Reserve Inc. regarding the addition of a new assignee to a Tax Abatement Agreement that was approved by Commissioners Court on 2/22/22.

52. Discuss, consider and take appropriate action authorizing the County Judge to execute a Possession and Use Agreement for Transportation Purposes with Bigsky Capital, LTD, Clarendor Capital, LTD and Sparrow Fields Properties, LTD. for 26.005 acres needed as right of way on the SE Loop Segment 2 project (Parcel 47). Funding Source: TANS 588

53. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Mary Annette Hawthorne for 5.836 AC needed for right of way and 23,181 SF needed as a temporary construction easement on the Bud Stockton Extension project (Parcel 4). Funding Source: Road Bonds P307

54. Discuss, consider and take appropriate action authorizing the county judge to execute a Possession and Use Agreement with Mark S. Krueger and Central Southwest Texas Development, LLC for 12.06 AC of right of way and 0.27 AC for a drainage easement needed on the SE Loop Segment 2 project (Parcel 37). Funding Source: TANS P588

55. Discuss, consider and take appropriate action authorizing the county Judge to execute an Amendment to Pass Through Agreement for Payment of Pass-Through Tolls by the Department with the Texas Department of Transportation terminating the original agreement to reimburse costs to construct improvements on FM 1660 (CR 134 to CR 101).

56. Discuss, consider and take appropriate action on a resolution authorizing the county Judge to execute an amendment terminating The Pass Through Agreement for payment of Pass Through Tolls with TXDOT regarding reimbursement costs to construct FM 1660.

57. Discuss, consider and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021, 2022 and 2023 Capital Improvement Programs; 2015 Certificate of Obligation, Long Range Transportation (LTP) and the 2021 Tax Anticipation Note.

EXECUTIVE SESSION

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

58. 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 332
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 Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
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 right-of-way for Hero Way.
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 right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

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.

59. 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
h) Project Crystal Lagoon
i) Project Phantom
j) Project World
k) Project Mellencamp

60. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

b. Litigation:

1. 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
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al.; In the District Court of Williamson County, Texas
3. Civil Action No. 1:20-cv-00842; SonWest Co. v. J. Terron Evertson, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. 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
5. 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
6. 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
7. 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
8. 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
9. Civil Action No. 1:21-00481-LY; 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
10. 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
11. 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
12. Cause No. 22-0159-C395; Gary Watsky v. Williamson County Sheriff Mike Gleason et al.; In the 395th District Court of Williamson County, Texas
13. Cause No. 2022CI0574; Chris Noel Carlin v. Jacquelyn F. Callanen, et al.; 408th District Court, Bexar County, Texas
14. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
15. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court, Travis County, Texas
16. Cause No. 22-0826-C368; Doyle "Dee" Hobbs, Jr., in his official capacity as Williamson County Attorney, v. AHFC Pecan Park PSH Non-Profit Corporation; In the 368th Judicial District Court of Williamson County, Texas
17. Civil Action No. 4-22CV-576-P; Kyle Strongin et al. v. Williamson County et al.; In the United States District Court for the Northern District of Texas
18. Cause No. 22-1152-C425; Catherine Johnston v. Chris Davis et al.; 425 Judicial District Court, Williamson County, Texas
19. Cause No. 22-1213; Williamson County v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425 Judicial District of Williamson County, Texas
20. Cause No. 22-1359-C368; Williamson County v. Ritter, Botkin Prime Construction Company, Inc., and Great American Insurance Company Of New York; In the 368th Judicial Court of Williamson County, Texas
21. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin vs. Williamson County

Animal Shelter; In the Justice Court Precinct Three of Williamson County, Texas

c. EEOC/TWC matters:

d. Claims:

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters pertaining to the GardaWorld contract.
3. Legal matters pertaining to Solara at Highland Horizon Condominium Project.
4. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
5. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
6. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
7. Legal matters pertaining to vendor disqualification in relation to county purchasing solicitations.
8. Legal matters pertaining to DM Medial Billings, LLC

61. 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).

62. 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).

63. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

64. Discuss, consider and take appropriate action to correct the minutes for Item No. 41 of the Regular Session of the Williamson County Commissioners Court on Tuesday, August 30, 2022 to reflect the motion as it was read aloud and adopted by a record vote, which was as follows: **To include a record vote and adopt a Tax Rate of $0.375608, which is effectively a 10.06% increase in the Tax Rate; being comprised of the following rates: a Maintenance and Operations Fund Tax Rate of 20.4216 cents per $100.00 of valuation; a Debt Service Fund Tax Rate of 13.39 cents per $100.00 of valuation; and a Road and Bridge Fund Tax Rate of 3.7492 cents per $100.00 of valuation.**

65. Discuss and take appropriate action concerning economic development.

66. Discuss and take appropriate action concerning real estate.

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

a. General:

1. Litigation or claims or potential litigation or claims against the County or by the County
2. Status Update-Pending Cases or Claims
3. Employee/personnel related matters
4. 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.

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14. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
15. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court, Travis County, Texas
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18. Cause No. 22-1152-C425; Catherine Johnston v. Chris Davis et al.; 425 Judicial District Court, Williamson County, Texas
19. Cause No. 22-1213; Williamson County v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425 Judicial District of Williamson County, Texas
20. Cause No. 22-1359-C368; Williamson County v. Ritter, Botkin Prime Construction Company, Inc., and Great American Insurance Company Of New York; In the 368th Judicial Court of Williamson County, Texas
21. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin vs. Williamson County Animal Shelter; In the Justice Court Precinct Three of Williamson County, Texas

c. EEOC/TWC matters:

d. Claims:

e. Other:

1. Legal matters pertaining to the Emergency Communications Department.
2. Legal matters pertaining to the GardaWorld contract.
3. Legal matters pertaining to Solara at Highland Horizon Condominium Project.
4. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
5. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
6. Legal matters relating to Application of Bryan I. Klepzig for a new Municipal Solid Waste Registration Compost Facility in Williamson County, Texas; Proposed Registration No. 42045.
7. Legal matters pertaining to vendor disqualification in relation to county purchasing solicitations.
8. Legal matters pertaining to DM Medial Billings, LLC

68. 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.

69. Comments from Commissioners.

70. 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 16th day of September 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: 09/20/2022

Line Item Transfer

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer from Non-Departmental to Indigent Burials.

Background

Additional funds are needed in this line to cover two remaining invoices for this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non-Departmental	$800.00
To	0100-0640-004951	Indigent Burials	$800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget Office	Saira Hernandez	09/15/2022 10:48 AM
County Judge Exec Asst. (Originator)	Becky Pruitt	09/15/2022 11:32 AM
Form Started By: Andrea Schiele		Started On: 09/15/2022 10:40 AM
Final Approval Date: 09/15/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 09/20/2022

Constable 4 Line Item Transfer

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Vehicle maintenance expenses have exceeded our budgeted line. This transfer will cover the shortage plus any anticipated amount for September.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0554-003006	OFFICE EQUIPMENT < $5000	$3240.43
FROM	0100-0554-003120	PRINTER SUPPLIES	$1109.55
FROM	0100-0554-003010	COMPUTER EQUIPMENT < $5000	$2240.00
TO	0100-0554-004541	VEHICLE REPAIRS & MAINT	$6589.98

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:32 AM
Budget Office	Saira Hernandez	09/14/2022 12:46 PM
Form Started By: Brian Olson		Started On: 09/13/2022 04:58 PM
Final Approval Date: 09/14/2022		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/20/2022

Line Item Transfer

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 on a line item transfer for the County Attorney's Office.

Background

This line item transfer is being requested to cover trial expenses for the remainder of the budget year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.003901	Publications/Books/Periodicals	$653.28
To	0100.0475.004932	Trial Expenses	$653.28

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:30 AM
Budget Office	Saira Hernandez	09/14/2022 12:46 PM
Form Started By: Stephanie Lloyd		Started On: 09/13/2022 02:57 PM
Final Approval Date: 09/14/2022		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/20/2022

LIT

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

Budget line was verified by AP. This will cover employer booth costs to participate in a job fair at Ft. Hood with Recruit Military.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	$998.78
To	0100.0402.004311	Advertising	$998.78

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 08:56 AM
Budget Office	Saira Hernandez	09/15/2022 09:00 AM
Form Started By: Rebecca Clemons		Started On: 09/14/2022 02:00 PM
Final Approval Date: 09/15/2022		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/20/2022

LIT Vehicle Repairs

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer to cover cost related to repair of vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003010	Computer Equipment	$2,000.00
From	0100-0540-003311	Uniforms	$3,000.00
From	0100-0540-004101	Collection Fees	$10,000.00
From	0100-0540-004410	Bond Premiums	$1,500.00
From	0100-0540-005700	Vehicles > $5,000	$10,500.00
To	0100-0540-004541	Vehicle Repairs & Maintenance	$27,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:28 AM
Budget Office	Saira Hernandez	09/14/2022 12:46 PM
Form Started By: Michael Knipstein		Started On: 09/13/2022 12:19 PM
Final Approval Date: 09/14/2022		

Commissioners Court - Regular Session **8.**

Meeting Date: 09/20/2022

Line Item Transfer

Submitted By: Hilary Martin, 911 Communications

Department: 911 Communications

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for 911 Communications.

Background

This line item transfer is necessary due to a shortage of funds in fuel - 3301 line.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100-0581-004541	Vehicle Maintenance	$2,000.00
TO:	0100-0581-003301	Fuel	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 11:33 AM
Budget Office	Saira Hernandez	09/15/2022 11:36 AM
Form Started By: Hilary Martin		Started On: 09/15/2022 10:43 AM
Final Approval Date: 09/15/2022		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/20/2022

Line Item Transfer-Corrections

Submitted For: Mike Gleason **Submitted By:** Terri Countess, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is being requested to cover current inmate medical bills.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004208	Internet Cloud	$20,000.00
To	0100.0570.003316	Medical/Hospital	$20,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:26 AM
Budget Office	Saira Hernandez	09/15/2022 07:46 AM
Form Started By: Terri Countess		Started On: 09/12/2022 09:22 AM
Final Approval Date: 09/15/2022		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/20/2022

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Facilities Management

Department: Facilities Management

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 copier lease and facility maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004100	Professional Services	$10,000.00
To	0100.0509.004621	Copier Rental/Lease	$3,500.00
To	0100.0509.004510	Facility Maintenance & Repair	$6,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 08:56 AM
Budget Office	Saira Hernandez	09/15/2022 09:00 AM
Form Started By: Gina Wrehsnig		Started On: 09/14/2022 02:39 PM
Final Approval Date: 09/15/2022		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/20/2022

Line item transfer for the OSSF Division

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to effectively continue operation in the Gasoline line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0661.003311	Uniforms	$448.65
FROM	0100.0661.004212	Postage	$816.07
FROM	0100.0661.004210	Internet/Email Svs	$735.28
TO	0100.0661.003301	Gasoline	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 11:53 AM
Budget Office	Saira Hernandez	09/15/2022 11:56 AM
Form Started By: Vicky Edwards		Started On: 09/15/2022 11:14 AM
Final Approval Date: 09/15/2022		

Commissioners Court - Regular Session **12.**

Meeting Date: 09/20/2022

Property Tax Refunds - Over 2500 - Thru 09/13/22

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 09/13/22 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

090822-091322 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2022 10:56 AM
Form Started By: Cathy Atkinson		Started On: 09/14/2022 09:59 AM
Final Approval Date: 09/14/2022		

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: September 14, 2022

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

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

Annex Locations:

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

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

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

Property Tax
Account QuickReport
As of September 13, 2022

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	09/13/2022	88738	CORELOGIC	R576446 - Erroneous payment	-7,624.87
Total Refunds Payable - Taxpayers					-7,624.87
TOTAL					**-7,624.87**

Commissioners Court - Regular Session **13.**

Meeting Date: 09/20/2022

Property Tax Collections - August 2022

Submitted For: Larry Gaddes

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

080122-083122 GWI-RFM

080122-083122 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 09:01 AM
Form Started By: Cathy Atkinson		Started On: 09/15/2022 08:46 AM
Final Approval Date: 09/15/2022		

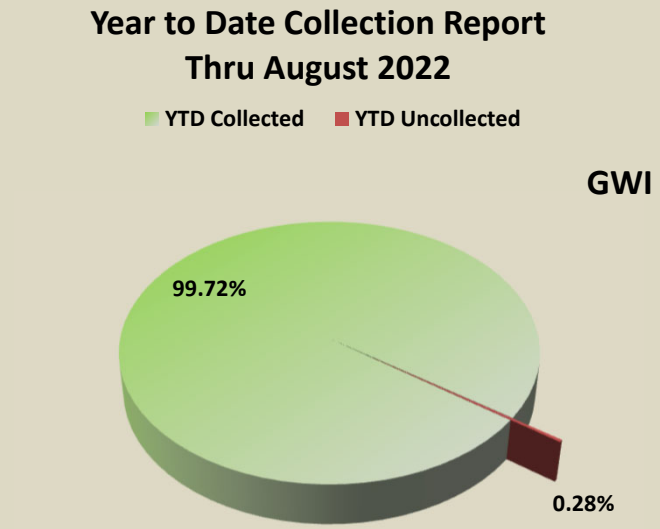
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
August 31, 2022

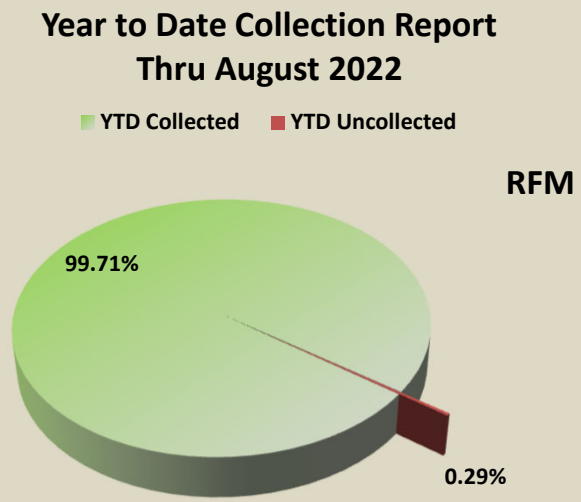
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2021	$338,165,485.42	($736,264.04)	$337,429,221.38	$321,222.92	$42,760.24	$734.41	$959,909.46	$336,469,311.92	99.72%	99.91%	100.47%
2020 & Prior	$2,912,104.50	($597,083.94)	$2,315,020.56	$11,802.62	$3,270.02	$1,986.05	$1,984,068.13	$330,952.43	14.30%	22.82%	
Rollbacks	$303,027.71	$2,553,375.71	$2,856,403.42	$217,689.32	$0.00	$0.00	$1,502,820.98	$1,353,582.44	47.39%	47.39%	
Total All	$341,380,617.63	$1,220,027.73	$342,600,645.36	$550,714.86	$46,030.26	$2,720.46	$4,446,798.57	$338,153,846.79	98.70%	98.95%	

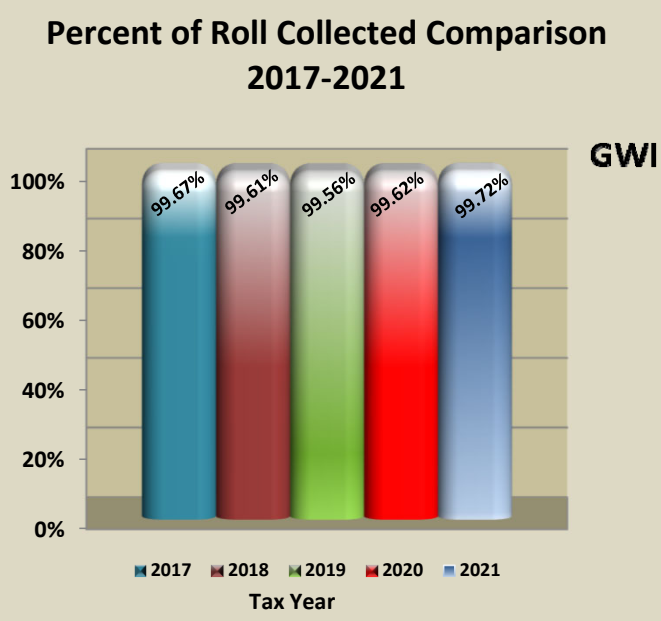
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2021	$34,120,490.65	($31,164.70)	$34,089,325.95	$32,849.63	$4,342.86	$73.35	$98,807.05	$33,990,518.90	99.71%	99.90%	100.43%
2020 & Prior	$264,578.33	($54,389.29)	$210,189.04	$1,138.02	$309.05	$188.75	$177,580.13	$32,608.91	15.51%	24.14%	
Rollbacks	$28,849.49	$244,244.29	$273,093.78	$20,890.28	$0.00	$0.00	$143,738.46	$129,355.32	47.37%	47.37%	
Total All	$34,413,918.47	$158,690.30	$34,572,608.77	$54,877.93	$4,651.91	$262.10	$420,125.64	$34,152,483.13	98.78%	99.03%	

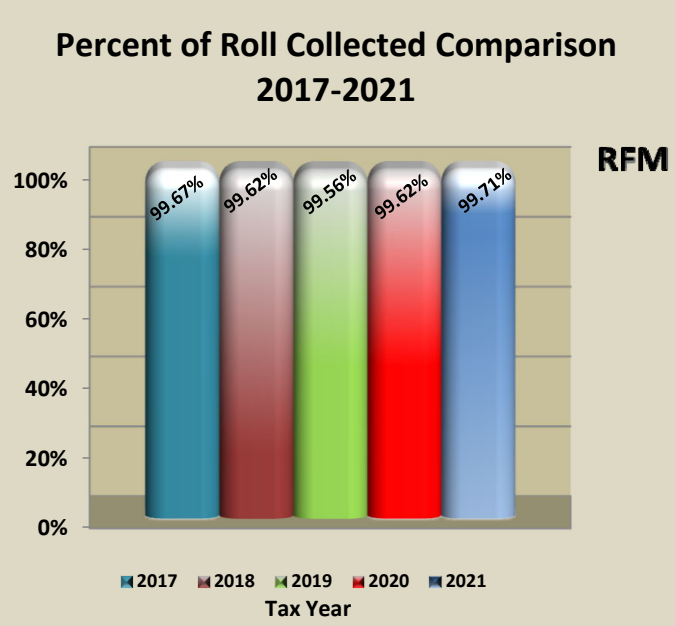
2021 COMBINED MONTHLY BREAKDOWN

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
Feb-22	$375,848,167.78	$67,496.54	$375,915,664.32	$4,731,485.18	$261,542.11	($319,171.54)	$11,939,124.91	$363,976,539.41
Mar-22	$375,915,664.32	($33,655.52)	$375,882,008.80	$3,322,439.26	$213,807.43	$623.15	$8,582,406.98	$367,299,601.82
Apr-22	$375,882,008.80	$665,578.86	$376,547,587.66	$914,415.28	$103,422.54	$968.53	$8,332,602.03	$368,214,985.63
May-22	$376,547,587.66	$486,076.69	$377,033,664.35	$1,864,457.47	$86,721.45	$11,699.98	$6,942,521.27	$370,091,143.08
Jun-22	$377,033,664.35	($20,548.47)	$377,013,115.88	$583,735.69	$69,848.23	$6,912.88	$6,331,324.23	$370,681,791.65
Jul-22	$377,013,115.88	($88,427.45)	$376,924,688.43	$1,011,667.09	$52,771.91	$4,295.83	$5,226,933.86	$371,697,754.57
Aug-22	$376,924,688.43	$248,565.70	$377,173,254.13	$605,592.79	$50,682.17	$2,982.56	$4,866,924.21	$372,306,329.92


Year to Date Collection Report
Thru August 2022
YTD Collected
YTD Uncollected
GWI
99.72%
0.28%


Year to Date Collection Report
Thru August 2022
YTD Collected
YTD Uncollected
RFM
99.71%
0.29%


Percent of Roll Collected Comparison
2017-2021
GWI
100%
80%
60%
40%
20%
0%
99.67%
99.61%
99.56%
99.62%
99.72%
2017
2018
2019
2020
2021
Tax Year


Percent of Roll Collected Comparison
2017-2021
RFM
100%
80%
60%
40%
20%
0%
99.67%
99.62%
99.56%
99.62%
99.71%
2017
2018
2019
2020
2021
Tax Year

Commissioners Court - Regular Session **14.**

Meeting Date: 09/20/2022

Justice of the Peace 4 August 2022 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, August 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM AUG 2022

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 11:31 AM
Form Started By: Veronica Bolander		Started On: 09/15/2022 10:36 AM
Final Approval Date: 09/15/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, on my oath, state that the attached report of money collected is a true and correct report for the month of August 2022.

Signed on this the 15th day of September 2022.

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY, TEXAS

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

Payment Report - Transaction/Adjustment Detail

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**33,490.64**	**33,490.64**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**33,490.64**	**33,490.64**
Tender Method Summary			
Tender Types	Cash	3,441.00	3,441.00
	Certified Payments Credit Card	14,227.31	14,227.31
	Check	3,722.00	3,722.00
	E-File Credit Card	11,267.25	11,267.25
	Money Order	833.08	833.08

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	161.26
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	12.76
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	6,160.31
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	7,950.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	55.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	70.88
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	7,275.75
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: Language Access Fund	591.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	950.41
	0100 - General Fund Total:	**23,227.37**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	7.59
	0361 - JP Security Fund Total:	**7.59**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	9.49
	0369 - JP-4 Truancy Program Fund Total:	**9.49**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0371-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	985.00
	0370 - Alternate Dispute Resolution Fund Total:	**985.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	7.59
	0372 - Justice Court Technology Fund Total:	**7.59**

Payment Report - G/L and Fund Summary

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	3.80
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	75.92
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	4,085.07
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	378.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	7.59
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	11.39
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	206.27
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,731.66
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	3.80
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	250.00
	0399 - State Agency Fund Total:	**6,753.60**
JP BOND		
01-0100-0000-207008 - JP4 Bond Liability Account	L-004-4-01-02-00002: JP4 Registry Bond Account Liability	2,500.00
	JP BOND Total:	**2,500.00**
	Fee Totals for All Funds:	**33,490.64**

Payment Report - Fee Code Summary

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	201.78	41	0.00	0	0.00	0	201.78	41
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	137.66	32	0.00	0	0.00	0	137.66	32
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,085.07	71	0.00	0	0.00	0	4,085.07	71
2020CDF	Compliance Dismissal Fine	100.00	10	0.00	0	0.00	0	100.00	10
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	130.00	13	0.00	0	0.00	0	130.00	13
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	950.41	73	0.00	0	0.00	0	950.41	73
2020LTF	Local Traffic Fine (TC 542.403)	100.90	35	0.00	0	0.00	0	100.90	35
2020STF	State Traffic Fine (TC 542.4031)	1,681.66	35	0.00	0	0.00	0	1,681.66	35
2020TPF	Time Payment Fee CCP 102.030	70.88	6	0.00	0	0.00	0	70.88	6
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	4.49	1	0.00	0	0.00	0	4.49	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	2,500.00	6	0.00	0	0.00	0	2,500.00	6
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	75.92	2	0.00	0	0.00	0	75.92	2
CCOP	Civil Copies	30.75	5	0.00	0	0.00	0	30.75	5
CERT	Certified Copy	6.00	2	0.00	0	0.00	0	6.00	2
CFINE	County Fine	7,275.75	60	0.00	0	0.00	0	7,275.75	60
CHS	Courthouse Security Fee (CCP 102.017)	5.69	2	0.00	0	0.00	0	5.69	2
CHSJC	JP Security Fee (CCP 102.017)	1.90	2	0.00	0	0.00	0	1.90	2
CJS	Criminal Judicial Support Fee (LGC 103.105)	11.39	2	0.00	0	0.00	0	11.39	2
COLLFEE	Collection Agency Fee	161.26	5	0.00	0	0.00	0	161.26	5
CONT4	Constable Service Fee Pct #4	5,250.00	58	0.00	0	0.00	0	5,250.00	58
DDF	Deferred Disposition Fee	600.00	2	0.00	0	0.00	0	600.00	2
FNTC1	Child Safety Seat Fine Trauma Center	250.00	2	0.00	0	0.00	0	250.00	2
IDF	Indigent Defense Fee (LGC 133.107)	3.80	2	0.00	0	0.00	0	3.80	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	7.59	2	0.00	0	0.00	0	7.59	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	7.59	2	0.00	0	0.00	0	7.59	2
JTP	Juvenile Truancy Program (CCP 102.0174)	9.49	2	0.00	0	0.00	0	9.49	2
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1

Payment Report - Fee Code Summary

Transaction Date: **08/01/2022 - 08/31/2022** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SB41CDRF	County Dispute Resolution fund - LGC 135.157	985.00	197	5.00	1	(5.00)	1	985.00	199
SB41JCSF	Justice Court Support Fund	4,925.00	197	25.00	1	(25.00)	1	4,925.00	199
SB41LAF	Language Access Fund - LGC 135.155	591.00	197	3.00	1	(3.00)	1	591.00	199
SB41SCF	State Consolidated Fee	378.00	18	0.00	0	0.00	0	378.00	18
SFC4	Service/Arrest Fee - Const. 4	5.00	1	0.00	0	0.00	0	5.00	1
STFS	State Traffic Fine Due To State (HB2048)	50.00	1	0.00	0	0.00	0	50.00	1
TFC	Traffic	3.00	1	0.00	0	0.00	0	3.00	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	3.80	2	0.00	0	0.00	0	3.80	2
TPWF	Texas P&W Fine	12.76	1	0.00	0	0.00	0	12.76	1
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	85.00	17	0.00	0	0.00	0	85.00	17
WSF4	JP4 - Writ Service Fee	2,700.00	18	0.00	0	0.00	0	2,700.00	18
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		33,490.64	1,130	33.00	3	(33.00)	3	33,490.64	1,136

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 8/01/2022-8/31/2022

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$950.41	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$332.64		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$339.43		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$271.55		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$6.79		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$950.41	$950.41			100.000000%
Collected	$950.41				

Commissioners Court - Regular Session **15.**

Meeting Date: 09/20/2022

Attorney Engagement Letter - Luera/Nelson

Submitted By: Shannon Francis, Commissioners Court

Department: Commissioners Court

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the law firm of Thompson, Coe, Cousins & Irons LLP to represent Mark Luera, a former employee of the Williamson County Sheriff's Office, in relation to Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

engagement letter - luera/nelson

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:30 AM
Form Started By: Shannon Francis		Started On: 09/13/2022 03:01 PM
Final Approval Date: 09/14/2022		

GENERAL COUNSEL
WILLIAMSON COUNTY COMMISSIONERS COURT

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

HAL C. HAWES
General Counsel
(512) 943-3862
hhawes@wilco.org

SHANNON C. FRANCIS
Assistant General Counsel
(512) 943-3865
sfrancis@wilco.org

STANLEY O. SPRINGERLEY
Assistant General Counsel
(512) 943-3878
sspringerley@wilco.org

May 9, 2022

Via Electronic Mail
(rnelson@thompsoncoe.com)
Mr. Mark Luera
c/o Mr. Randy A. Nelson
THOMPSON, COE, COUSINS & IRONS L.L.P.
700 N. Pearl Street, 25th Floor
Dallas, Texas 75201

Re: *Gary Watsky v. Williamson County, Texas, et al.;* Civil Action No. 1:21-cv-00374-RP; In the United States District Court for the Western District of Texas, Austin Division
Germer No. 104999

Dear Mr. Luera:

Williamson County's ("the County") insurance carrier, Travelers Insurance Company, has been providing you with a defense in the above matters. As the County has met its maximum coverage for the policy year these matters fall within, your defense will no longer be provided by Travelers. However, the County will continue to provide you with a defense, subject to the terms and conditions described below:

1. Travelers Insurance Company will no longer be defending you or the County in the above matters. As set forth below, Williamson County has agreed to provide you with a defense, and to cover your reasonable and necessary attorney fees in the above matters, subject to the limitations set forth herein. The County has also agreed that Mr. Randy A. Nelson will continue to represent you in these matters, and his invoices relating to your representation will be presented to the County for payment as set forth below.

2. By signing below, your attorney agrees to submit invoices to Williamson County's third-party administrator, Tristar Risk Management, each month, under the following rates and terms:

   a. Rates:
      i. Partner $160/hr.
      ii. Associate $150/hr.
      iii. Paralegal $75/hr.
   b. Terms:
      i. Your attorney will bill in increments of tenths of an hour.
      ii. Your attorney's invoices will be processed by the County's third-party administrator, Tristar Risk Management, and will also be subject to review by the Williamson County Commissioners Court.

iii. Your attorney will only invoice reasonable and related expenses that are in accordance with the Williamson County Vendor Reimbursement Policy. A copy of the current Vendor Reimbursement Policy is attached and may be updated from time to time.

3. Although the County does not anticipate withdrawing its defense of you in these matters, the County reserves its right to withdraw its defense of you at any time, at its sole discretion.

4. The County has not agreed to, and is not obligated to, indemnify you in these matters or pay any judgment against you in the event you are found liable in these matters.

5. You have the right to retain your own attorney, of your choosing, at your sole expense.

Please confirm your and your attorney's consent by signing in the space provided below and return a signed copy back to my office by electronic mail to sfrancis@wilco.org.

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions.

Very truly yours,

/s/ Shannon C. Francis
Shannon C. Francis
Assistant General Counsel

AGREED TO BY:

Mark Luera **Date** 9/9/22

Randy A. Nelson, Esq. **Date**
Thompson, Coe, Cousins & Irons LLP

GENERAL COUNSEL
WILLIAMSON COUNTY COMMISSIONERS COURT

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

HAL C. HAWES
General Counsel
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May 9, 2022

Via Electronic Mail
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Thank you for your attention to this matter. Please do not hesitate to contact me with any questions.

Very truly yours,

/s/ Shannon C. Francis
Shannon C. Francis
Assistant General Counsel

AGREED TO BY:

Mark Luera **Date**

Randy A. Nelson, Esq. 7/22/22 **Date**
Thompson, Coe, Cousins & Irons LLP

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
   - 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
   - 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. **Car Rental**
   - 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
   - 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
   - 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
   - 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
   - 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
   - 6.6 Insurance purchased when renting vehicle may also be reimbursed.
   - 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. **Personal Car Usage**
   - 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
   - 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
     - 7.2.1.1 Date
     - 7.2.1.2 Destination
     - 7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session **16.**

Meeting Date: 09/20/2022

Attorney Engagement Letter - Pisa/Leake

Submitted By: Shannon Francis, Commissioners Court

Department: Commissioners Court

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the law firm of Wright & Greenhill, P.C. to represent Christopher Pisa, an employee of the Williamson County Sheriff's Office, in relation to Civil Action No. 1:21-cv-00350-RP; Imani Nembhard v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

engagement letter - pisa/leake

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:31 AM
Form Started By: Shannon Francis		Started On: 09/13/2022 03:06 PM
Final Approval Date: 09/14/2022		

GENERAL COUNSEL
WILLIAMSON COUNTY COMMISSIONERS COURT

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

HAL C. HAWES
General Counsel
(512) 943-3862
hhawes@wilco.org

SHANNON C. FRANCIS
Assistant General Counsel
(512) 943-3865
sfrancis@wilco.org

STANLEY O. SPRINGERLEY
Assistant General Counsel
(512) 943-3878
sspringerley@wilco.org

May 9, 2022

Via Electronic Mail
(bleake@w-g.com)
Mr. Christopher Pisa
c/o Mr. Blair Leake
WRIGHT & GREENHILL P.C.
900 Congress Avenue, Suite 500
Austin, Texas 78701

Re: *Imani Nembhard v. Williamson County, Texas, et al.;* Civil Action No. 1:21-cv-00350-RP; In the United States District Court for the Western District of Texas, Austin Division
Germer No. 104966

Dear Mr. Pisa:

Williamson County's ("the County") insurance carrier, Travelers Insurance Company, has been providing you with a defense in the above matters. As the County has met its maximum coverage for the policy year these matters fall within, your defense will no longer be provided by Travelers. However, the County will continue to provide you with a defense, subject to the terms and conditions described below:

1. Travelers Insurance Company will no longer be defending you or the County in the above matters. As set forth below, Williamson County has agreed to provide you with a defense, and to cover your reasonable and necessary attorney fees in the above matters, subject to the limitations set forth herein. The County has also agreed that Mr. Blair Leake will continue to represent you in these matters, and his invoices relating to your representation will be presented to the County for payment as set forth below.

2. By signing below, your attorney agrees to submit invoices to Williamson County's third-party administrator, Tristar Risk Management, each month, under the following rates and terms:

   a. Rates:
      i. Partner $325/hr.
      ii. Associate $275/hr.
      iii. Paralegal $125/hr.
   b. Terms:
      i. Your attorney will bill in increments of tenths of an hour.
      ii. Your attorney's invoices will be processed by the County's third-party administrator, Tristar Risk Management, and will also be subject to review by the Williamson County Commissioners Court.

iii. Your attorney will only invoice reasonable and related expenses that are in accordance with the Williamson County Vendor Reimbursement Policy. A copy of the current Vendor Reimbursement Policy is attached and may be updated from time to time.

3. Although the County does not anticipate withdrawing its defense of you in these matters, the County reserves its right to withdraw its defense of you at any time, at its sole discretion.

4. The County has not agreed to, and is not obligated to, indemnify you in these matters or pay any judgment against you in the event you are found liable in these matters.

5. You have the right to retain your own attorney, of your choosing, at your sole expense.

Please confirm your and your attorney's consent by signing in the space provided below and return a signed copy back to my office by electronic mail to sfrancis@wilco.org.

Thank you for your attention to this matter. Please do not hesitate to contact me with any questions.

Very truly yours,

/s/ Shannon C. Francis
Shannon C. Francis
Assistant General Counsel

AGREED TO BY:

Christopher Pisa **Date** 5/26/22

Blair Leake, Esq. **Date** 5/24/2022
Wright & Greenhill P.C.

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

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7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

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Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
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10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Commissioners Court - Regular Session **17.**

Meeting Date: 09/20/2022

Approval of Purchase of Office Furniture from Core Office Interiors for County Court at Law #5

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 purchase between Williamson County and Core Office Interiors for the total amount of $24,795.95, pursuant to BuyBoard contract #667-22, and authorizing the execution of the purchase.

Background

The approval of this purchase is for new furniture for the County Court at Law #5 office. The attached quote from Core Office Interiors details the furniture being requested and includes set-up and delivery. Legal, Contract Audit and Budget have reviewed this quote. The line item being charged is 01.0100.0430.003005 FY23. The department point of contact is Elizabeth Martin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Core Office Interiors Redacted Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/15/2022 09:28 AM
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:02 AM
Form Started By: Mary Watson		Started On: 09/09/2022 11:27 AM
Final Approval Date: 09/15/2022		

CORE office interiors

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	09/08/2022
Proposal Valid Through	10/08/2022
Customer PO No	
Customer Name	WILLIAMSON COUNTY COURT AT LAW NO. FIVE
Salesperson	Frances Garces
Project Number	
Terms	BUYBOARD TERMS #667-22
Page	1 of 9

TO
WILLIAMSON COUNTY COURT AT LAW NO. FIVE
405 MLK STREET -2ND FLOOR GEORGETOWN, TX 78626

ATTN: Elizabeth Martin (512) 943-1200

SHIP TO
WILLIAMSON COUNTY COURT AT LAW NO. FIVE
405 MLK STREET
GEORGETOWN, TX 78626

ATTN: Elizabeth Martin (512) 943-1200

Prepared for : Elizabeth Martin

BUYBOARD #667-22

HON LEAD TIME: 11-12 WEEKS

Group	Quantity	Description	Unit Price	Extended Amount
01. OFFICE 215	1.0	OFFICE 215	3,721.97	3,721.97

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	HON INDUSTRIES HLED17A 17" LED Light W/PwrSupplyForDaisyChain(STARTER) Tag: Office 215	141.25	141.25
2	2.00 Each	HON INDUSTRIES H2164--.N-$(1)-.CU-19 Cambia Arc arm upholstered back .N:FINISH: Mahogany 640 $(1):Gr 1 UPH .CU:Centurion 19:COLOR: Iron Ore Tag: Office 215	417.05	834.10
3	1.00 Each	HON INDUSTRIES HIWMM--.Y2-.A-.H-.IM-$(1)-.CU-10-.BL-.SB-.T Ignition 2 Task Mid-back, ilira back .Y2:Advanced Synchro- Tilt .A:Arm- Height and Width Adj. Arm .H:Hard Caster .IM:4-Way Black $(1):Gr 1 UPH .CU:Centurion 10:COLOR- Black .BL:Black Adjustable Lumbar .SB:Base- Standard Base .T:Frame- Black Tag: Office 215	366.28	366.28
4	1.00 Each	HON INDUSTRIES H10534--$(L1STD)-.N-N	519.39	519.39

CORE office interiors

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	09/08/2022
Proposal Valid Through	10/08/2022
Customer PO No	
Customer Name	WILLIAMSON COUNTY COURT AT LAW NO. FIVE
Salesperson	Frances Garces
Project Number	
Terms	BUYBOARD TERMS #667-22
Page	2 of 9

		10500 SeriesStack-on Storage 72"W x 14-5/8D x 37-1/8H $(L1STD):Grd L1 Standard Laminates .N:Mahogany N:Mahogany Tag: Office 215		
5	1.00 Each	HON INDUSTRIES H10560--$(L1STD)-.N-N 10500 Series Bridge 42W x 24D x 29-1/2H $(L1STD):Grd L1 Standard Laminates .N:Mahogany N:Mahogany Tag: Office 215	180.09	180.09
6	1.00 Each	HON INDUSTRIES H105856--$(L1STD)-.N 10500 Series Back enclosure for 72"W Stack on Storage $(L1STD):Grd L1 Standard Laminates .N:Mahogany Tag: Office 215	122.68	122.68
7	1.00 Each	HON INDUSTRIES H105895R--$(L1STD)-.N-N 10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop $(L1STD):Grd L1 Standard Laminates .N:Mahogany N:Mahogany Tag: Office 215	699.05	699.05
8	1.00 Each	HON INDUSTRIES H105904L--$(L1STD)-.N-N 10500 Series 72Wx24Dx29-1/2H Single Ped Cred LH F/F Ped $(L1STD):Grd L1 Standard Laminates .N:Mahogany N:Mahogany Tag: Office 215	621.61	621.61
9	1.00 Each	HON INDUSTRIES H90056--$(AA)-.FACT-25 10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure $(AA):Gr AA Fab .FACT:Fabric- Factor 25:COLOR- Cascade Tag: Office 215	168.35	168.35
10	1.00 Each	HON INDUSTRIES HLINEARA2 Field Install Dwr/Door Kits Linear Blk 2-pack Tag: Office 215	32.63	32.63
11	1.00 Each	HON INDUSTRIES HLINEARA3 Field Install Dwr/Door Kits Linear Blk 3-pack Tag: Office 215	36.54	36.54

CORE office interiors

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
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Customer PO No	
Customer Name	WILLIAMSON COUNTY COURT AT LAW NO. FIVE
Salesperson	Frances Garces
Project Number	
Terms	BUYBOARD TERMS #667-22
Page	3 of 9

Group	Quantity	Description	Unit Price	Extended Amount
02. OFFICE 216	1.0	OFFICE 216	11,072.79	11,072.79

Line	Quantity	Description	Unit Price	Extended Amount
38	1.00 Each	HON INDUSTRIES H10738--$(L1STD)-.N 10700 Series Back Enclosure 18-1/2h for Model H10734 $(L1STD):Grd L1 Standard Laminates .N:Mahogany Tag: Tag TG: BE Tag L1: BE	132.52	132.52
39	1.00 Each	HON INDUSTRIES H90034--$(AA)-.FACT-25 Tckbd 68-5/8W for Mdl 10734 with10738 Enclosure $(AA):Gr AA Fab .FACT:Fabric- Factor 25:COLOR- Cascade Tag: Tag TG: TB(TB) Tag L1: TB(TB)	146.60	146.60
40	1.00 Each	HON INDUSTRIES H94234--.NN 94000 Series Stack-on Storage for 72W Credenza .NN:LAM- Mahogany Tag: Tag TG: 72 Tag L1: 72	779.00	779.00
41	1.00 Each	HON INDUSTRIES H94243--.NN 94000 Series Credenza w/Knee- space 2-2 24D x 72W .NN:LAM- Mahogany Tag: Tag TG: 24/72 Tag L1: 24/72	1,081.10	1,081.10
42	1.00 Each	HON INDUSTRIES H94271--.NN 94000 Series Dbl Ped Desk 2-2 36D x 72W .NN:LAM- Mahogany Tag: Tag TG: 36/72 Tag L1: 36/72	1,294.38	1,294.38
43	1.00 Each	HON INDUSTRIES H94435--.NN 94000 Series Strg Cab/Lateral 37-1/2Wx24Dx66-1/2H .NN:LAM- Mahogany Tag: Tag TG: 36/2 Tag L1: 36/2	1,363.73	1,363.73
44	1.00	HON INDUSTRIES	172.75	172.75

CORE office interiors

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
[redacted]	[redacted]
Proposal Valid Through	10/08/2022
Customer PO No	
Customer Name	WILLIAMSON COUNTY COURT AT LAW NO. FIVE
Salesperson	Frances Garces
Project Number	
Terms	BUYBOARD TERMS #667-22
Page	4 of 9

	Each	HLED31AS 31" LED LIGHT W/ POWER SUPPLY (SINGLE) Tag: Tag TG: HLED31AS Tag L1: HLED31AS		
45	1.00 Each	HON INDUSTRIES HPWRMOD2WC--.STRM 2 Receptacle 2 USB Worksurface Clamp .STRM:Storm Tag: Tag TG: Ancillary Tag L1: Ancillary	152.25	152.25
46	1.00 Each	HON INDUSTRIES HBTMS--.P Interlink IQ Elect Wire Mngmnt Strips .P:Color- Black Tag: Tag TG: Ancillary Tag L1: Ancillary	72.68	72.68
47	2.00 Each	HON INDUSTRIES H2164--.N-$(1)-.CU-19 Cambia Arc arm upholstered back .N:FINISH: Mahogany 640 $(1):Gr 1 UPH .CU:Centurion 19:COLOR: Iron Ore Tag: Office 217	417.05	834.10
48	1.00 Each	HON INDUSTRIES HVL873--$(L)-.SB-11 Sofa $(L):GRADE: Leather UPHOLSERY .SB:UPH: SofThread Leather 11:COLOR: Black	1,387.43	1,387.43
49	1.00 Each	HON INDUSTRIES HVL871--$(L)-.SB-11 Club Chair $(L):GRADE: Leather UPHOLSERY .SB:UPH: SofThread Leather 11:COLOR: Black	876.04	876.04
50	1.00 Each	ERGOGENESIS J3507 : B1 : C1 : Y1 : SS : AOPHL/AOPHR J3507 : B1 : C1 : Y1 : SS : AOPHL/AOPHR AOPHL/AOPHR : SFB & SFS : A : S2 G4: BRISA	2,245.65	2,245.65
51	1.00 Each	HON INDUSTRIES HIEH1--.V-.H-.U-$(2)-.WP-40-.T-.SB Ignition Exe HB Pneu Swivel Tilt Tilt Ten Bck Ht Adj .V:Arm: All-Adjustable w/Pivot .H:CASTER: Hard (Standard) .U:Back: Upholstered $(2):GRADE: II UPHOLSTERY .WP:Whisper Vinyl	534.56	534.56

CORE office interiors

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	09/08/2022
Proposal Valid Through	10/08/2022
Customer PO No	
Customer Name	WILLIAMSON COUNTY COURT AT LAW NO. FIVE
Salesperson	Frances Garces
Project Number	
Terms	BUYBOARD TERMS #667-22
Page	5 of 9

		40:COLOR: Black .T:FRAME: Black .SB:Base: Standard Base		

Group	Quantity	Description	Unit Price	Extended Amount
03. OFFICE 217	1.0	OFFICE 217	3,696.73	3,696.73

Line	Quantity	Description	Unit Price	Extended Amount
12	1.00 Each	HON INDUSTRIES HLED17A 17" LED Light W/PwrSupplyForDaisyChain(STARTER) Tag: Office 217	141.25	141.25
13	2.00 Each	HON INDUSTRIES H2164--.N-$(1)-.CU-19 Cambia Arc arm upholstered back .N:FINISH: Mahogany 640 $(1):Gr 1 UPH .CU:Centurion 19:COLOR: Iron Ore Tag: Office 217	417.05	834.10
14	1.00 Each	HON INDUSTRIES HITLM--.Y2-.A-.H-.IM-$(1)-.CU-10-.BL-.SB-.T Ignition 2 Task Low-back, ilira back .Y2:Advanced Synchro- Tilt .A:Arm- Height and Width Adj. Arm .H:Hard Caster .IM:4-Way Black $(1):Gr 1 UPH .CU:Centurion 10:COLOR- Black .BL:Black Adjustable Lumbar .SB:Base- Standard Base .T:Frame- Black Tag: Office 217	341.04	341.04
15	1.00 Each	HON INDUSTRIES H10534--$(L1STD)-.N-N 10500 SeriesStack-on Storage 72"W x 14-5/8D x 37-1/8H $(L1STD):Grd L1 Standard Laminates .N:Mahogany N:Mahogany Tag: Office 217	519.39	519.39
16	1.00 Each	HON INDUSTRIES H10560--$(L1STD)-.N-N 10500 Series Bridge 42W x 24D x 29-1/2H $(L1STD):Grd L1 Standard Laminates	180.09	180.09

CORE office interiors

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	09/08/2022
Proposal Valid Through	10/08/2022
Customer PO No	
Customer Name	WILLIAMSON COUNTY COURT AT LAW NO. FIVE
Salesperson	Frances Garces
Project Number	
Terms	BUYBOARD TERMS #667-22
Page	6 of 9

		.N:Mahogany N:Mahogany Tag: Office 217		
17	1.00 Each	HON INDUSTRIES H105856--$(L1STD)-.N 10500 Series Back enclosure for 72"W Stack on Storage $(L1STD):Grd L1 Standard Laminates .N:Mahogany Tag: Office 217	122.68	122.68
18	1.00 Each	HON INDUSTRIES H105896L--$(L1STD)-.N-N 10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop $(L1STD):Grd L1 Standard Laminates .N:Mahogany N:Mahogany Tag: Office 217	699.05	699.05
19	1.00 Each	HON INDUSTRIES H105903R--$(L1STD)-.N-N 10500 Series 72Wx24Dx29-1/2H Single Ped Cred RH F/F Ped $(L1STD):Grd L1 Standard Laminates .N:Mahogany N:Mahogany Tag: Office 217	621.61	621.61
20	1.00 Each	HON INDUSTRIES H90056--$(AA)-.FACT-25 10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure $(AA):Gr AA Fab .FACT:Fabric- Factor 25:COLOR- Cascade Tag: Office 217	168.35	168.35
21	1.00 Each	HON INDUSTRIES HLINEARA2 Field Install Dwr/Door Kits Linear Blk 2-pack Tag: Office 217	32.63	32.63
22	1.00 Each	HON INDUSTRIES HLINEARA3 Field Install Dwr/Door Kits Linear Blk 3-pack Tag: Office 217	36.54	36.54

Group	Quantity	Description	Unit Price	Extended Amount
04. OFFICE 218	1.0	OFFICE 218	3,268.37	3,268.37

Line	Quantity	Description	Unit Price	Extended Amount
23	2.00 Each	HON INDUSTRIES H2164--.N-$(1)-.CU-19	417.05	834.10

CORE office interiors

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	09/08/2022
Proposal Valid Through	10/08/2022
Customer PO No	
Customer Name	WILLIAMSON COUNTY COURT AT LAW NO. FIVE
Salesperson	Frances Garces
Project Number	
Terms	BUYBOARD TERMS #667-22
Page	7 of 9

		Cambia Arc arm upholstered back .N:FINISH: Mahogany 640 $(1):Gr 1 UPH .CU:Centurion 19:COLOR: Iron Ore Tag: Office 218		
24	1.00 Each	HON INDUSTRIES HITLM--.Y2-.A-.H-.IM-$(1)-.CU-10-.BL-.SB-.T Ignition 2 Task Low-back, ilira back .Y2:Advanced Synchro- Tilt .A:Arm- Height and Width Adj. Arm .H:Hard Caster .IM:4-Way Black $(1):Gr 1 UPH .CU:Centurion 10:COLOR- Black .BL:Black Adjustable Lumbar .SB:Base- Standard Base .T:Frame- Black Tag: Office 218	341.04	341.04
25	1.00 Each	HON INDUSTRIES H105327--$(L1STD)-.N-N 10500 Series Stack on Storage 78"W for 78D Workstations $(L1STD):Grd L1 Standard Laminates .N:Mahogany N:Mahogany Tag: Office 218	587.69	587.69
26	1.00 Each	HON INDUSTRIES H105857--$(L1STD)-.N 10500 Series Back enclosure for 78"W Stack on Storage $(L1STD):Grd L1 Standard Laminates .N:Mahogany Tag: Office 218	133.55	133.55
27	1.00 Each	HON INDUSTRIES H105897R--$(L1STD)-.N-N 10500 Series 66Wx30Dx29-1/2H Sgl Ped DskRH B/B/FRectTop $(L1STD):Grd L1 Standard Laminates .N:Mahogany N:Mahogany Tag: Office 218	631.19	631.19
28	1.00 Each	HON INDUSTRIES H105906L--$(L1STD)-.N-N 10500 Series 48Wx24Dx29-1/2H Return Lt File/File Ped $(L1STD):Grd L1 Standard Laminates .N:Mahogany N:Mahogany Tag: Office 218	494.16	494.16
29	1.00 Each	HON INDUSTRIES H90057--$(AA)-.FACT-25	177.47	177.47

CORE office interiors

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	09/08/2022
Proposal Valid Through	10/08/2022
Customer PO No	
Customer Name	WILLIAMSON COUNTY COURT AT LAW NO. FIVE
Salesperson	Frances Garces
Project Number	
Terms	BUYBOARD TERMS #667-22
Page	8 of 9

		10500 Series Tckbd for 78"W Stack on Strg Bck Enclosure $(AA):Gr AA Fab .FACT:Fabric- Factor 25:COLOR- Cascade Tag: Office 218		
30	1.00 Each	HON INDUSTRIES HLINEARA2 Field Install Dwr/Door Kits Linear Blk 2-pack Tag: Office 218	32.63	32.63
31	1.00 Each	HON INDUSTRIES HLINEARA3 Field Install Dwr/Door Kits Linear Blk 3-pack Tag: Office 218	36.54	36.54
Individual Items				3,036.09

Line	Quantity	Description	Unit Price	Extended Amount
32	1.00 Each	ERGOGENESIS FREIGHT freight	115.86	115.86
33	1.00 Each	CORE Office Interiors - LABOR LABOR - D&I Furnish M&E to receive, offload, reload, deliver and install furniture at the above referenced project. Installation Criteria Regular time delivery Regular time installation Street offload Floor protection is required Freight elevator up to 2nd floor Onsite dumpster is not available Final clean is included Single phase Existing furniture to be removed by others prior to our arrival with new	1,832.24	1,832.24
34	1.00 Each	CORE Office Interiors CONTINGENCY FEE Contingency fee - For any price changes that may happen between the quote being issued and final PO being sent. This cost falls off if not price change.	1,087.99	1,087.99
			Order Sub-Total :	$24,795.95
			TOTAL ORDER :	**$24,795.95**

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Signature: _____

CORE office interiors

Quote

CORE Office Interiors - Austin
10300 Metric Blvd Ste 200
Austin, TX 78758-4966
Phone: 512.832.6400
Email: orders-austin@coreoi.com
https://www.coreoi.com/

Order Number	[redacted]
Date	09/08/2022
Proposal Valid Through	10/08/2022
Customer PO No	
Customer Name	WILLIAMSON COUNTY COURT AT LAW NO. FIVE
Salesperson	Frances Garces
Project Number	
Terms	BUYBOARD TERMS #667-22
Page	9 of 9

Name: _____

Title: _____

Date: _____

Frances Garces

FRANCES GARCES CORE OFFICE INTERIORS ACCOUNT MANAGER
9/9/22

Commissioners Court - Regular Session **18.**

Meeting Date: 09/20/2022

Approval of Thomas Reuters and/or West Publishing Agreement for Westlaw Proflex Subscription Williamson County Attorney

Submitted For: Joy Simonton **Submitted By:** Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Agreement between Thomson Reuters and/or West Publishing and Williamson County for a Westlaw Proflex Subscription pursuant to DIR Contract #DIR-LGL-CALIR-02. The term of this agreement is thirty-six (36) months, with a 1% increase in year two and year three. The monthly charges are as such: Year One-$4,987.75; Year Two-$5,037.63; and Year Three-$5,088.01.

Background

The approval of this item will benefit the operations of the Williamson County Attorney office by providing access for their attorneys and support staff to case law and other research tools. The attached agreement contains more detailed information regarding the subscription. Legal. Contract Audit, Budget, and Information Systems have approved. This agreement will start October, 1, 2022. This has been budgeted for FY23. The Department point of contact is Stephanie Lloyd. The line item expenditure being charged is 01.0100.0475.004210.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Westlaw Agreement Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/15/2022 09:24 AM
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:01 AM
Form Started By: Misty Brooks		Started On: 09/08/2022 02:31 PM
Final Approval Date: 09/15/2022		

THOMSON REUTERS

Order Form

Order ID: [redacted]

Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: [redacted] WILLIAMSON COUNTY ATTORNEY STEPHANIE LLOYD 405 MARTIN LUTHER KING ST STE 229 GEORGETOWN TX 78626-4901 US "Customer"	Account #: [redacted] WILLIAMSON COUNTY ATTORNEY STEPHANIE LLOYD 405 MARTIN LUTHER KING ST STE 229 GEORGETOWN TX 78626-4901 US	Account #: [redacted] WILLIAMSON COUNTY ATTORNEY STEPHANIE LLOYD 405 MARTIN LUTHER KING ST STE 229 GEORGETOWN, TX 78626-4901 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
[redacted]	West Proflex	$4,987.75	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
[redacted]	West Proflex	1	Each	$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: [redacted]

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 9/16/2022.

THOMSON REUTERS

Attachment Order ID: [redacted]

Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: [redacted]
This order is made pursuant to: Texas MSA Contract No. DIR-LGL-CALIR-02

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Lloyd, Stephanie
Email: slloyd@wilco.org

eBilling Contact
Contact Name Stephanie Lloyd
Email **slloyd@wilco.org**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
[redacted]	WILLIAMSON COUNTY ATTORNEY	405 MARTIN LUTHER KING ST STE 229 GEORGETOWN TX 78626-4901 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	[redacted]	West Proflex
28	Attorneys	[redacted]	Westlaw Edge National Primary Law, Enterprise access, Government
28	Attorneys	[redacted]	Westlaw All Analytical, Enterprise access, Government
28	Attorneys	[redacted]	Westlaw Litigation Collection, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Stephanie	Lloyd	slloyd@wilco.org	EML PSWD CONTACT

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
[redacted]	West Proflex	$4,987.75	1.00	$5037.63	1.00	$5088.01	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

Commissioners Court - Regular Session **19.**

Meeting Date: 09/20/2022

Approval of Change Order from Data Projections, Inc. for Williamson County New Court Room, 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 Change Order from Data Projections, Inc. for the Williamson County New Court Room furniture for an increase of $1,280.25, pursuant to TIPS contract #210101, and authorizing the execution of the Change Order. Funding Source is P515.

Background

The original purchase was approved on 9/28/21 under agenda item #17. The Change Order is for an alternate podium with storage drawers for storage of the wireless microphones, listening device and related equipment, per request of Williamson County. The original podium was too high and will block the Judge's view of the jury and the gallery. Legal, Audit and Budget have reviewed this change order. The line item being charged is 01.0777.0401.009007 FY22 (P515). The department point of contact is Don Heflin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Data Projections Redacted Change Order

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/15/2022 11:06 AM
County Judge Exec Asst.	Becky Pruitt	09/15/2022 11:29 AM
Form Started By: Mary Watson		Started On: 08/31/2022 04:13 PM
Final Approval Date: 09/15/2022		

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

CHANGE ORDER QUOTE

[redacted]

BILL TO		SHIP TO			
Company:	Williamson County	**Company:**	Williamson County	**Date:**	07/06/2022
Address:	3101 Se Inner Loop	**Address:**	3101 Se Inner Loop	**Expiry Date:**	07/18/2022
	Ste 105		Ste 105	**P.O. No:**	[redacted]
	Round Rock, TX 78664		Round Rock, TX 78664	**Contract No:**	TIPS 210101
Contact:	Accounts Payable	**Contact:**	Don Heflin	**Sales Rep:**	Mark Mazac
Phone:	(512) 943 1100	**Phone:**	(512)943-1490	**Phone:**	(512) 271 6538

TITLE

CCO-001 Podium Options

SCOPE OF WORK

DPI is providing Customer Change Order (CCO) quote for smaller model podium with storage drawer at WILCO's request.

Project Name: WILCO - AV System and Installation - [redacted] *- TIPS 210101*
Project Number: [redacted]

Project Location: Williamson County Courthouse
405 Martin Luther King Georgetown, TX 78626

Onsite Point of Contact: Don Heflin
Williamson County
Phone: 512-409-6222
Don.Heflin@wilco.org

DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

CHANGE ORDER QUOTE

[redacted]

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
RK5105	AVFI	14U MOBILE RACK IDEAL SOLUTION FOR DISTANCE EDUCATION, ELECTRONIC CLASSROOMS AND CORPORATE TRAINING	1.00	$1,085.19	$1,085.19
9052-2	AVFI	2U SLIDING METAL DRAWER	1.00	$195.06	$195.06
				Subtotal:	$1,280.25
				Tax:	$0.00
				Total:	$1,280.25

CHANGE ORDER - PROJECT HISTORY

ORDER DATE	ORDER NO.	PROJECT NO.	TITLE	TOTAL
05/31/2022	[redacted]	[redacted]	WILCO - [redacted] - TIPS 210101	$150,287.78
			Project Sum Prior To This CCO:	**$150,287.78**
			CCO Quote:	$1,280.25
			New Project Sum Including This CCO:	**$151,568.03**

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/ deposit contingent on the creditworthiness of the customer.

This change order incorporates both TIPS #210101 and Williamson County's contract addendum approved by the Williamson County Commissioner's Court on September 28, 2021. To the extent there is any conflict between this change order quote, TIPS #210101 and the Williamson County contract addendum, the terms and conditions of the Williamson County's contract addendum approved by the Williamson County Commissioner's Court on September 28, 2021 shall govern.

DPI ACCOUNT REP: Mark Mazac (Print Name) SIGNATURE: Mark Mazac DATE: 09/08/2022

BUYER: (Print Name) SIGNATURE: DATE:

Commissioners Court - Regular Session **20.**

Meeting Date: 09/20/2022

Approval of Purchase of Ballots from Election Systems and Software, Inc. for the Elections 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 quote from Election System and Software, Inc. for Williamson County Election Department to purchase ballots for the total amount of $61,700.00 pursuant to BuyBoard Contract #622-20 and authorizing the execution of the purchase.

Background

The approval of this purchase will benefit the Williamson County Elections Department with the purchase of 17" Express Ballot Stock for the upcoming November 2022 elections. All hardware and related software are certified by the Texas Secretary of State. Legal, Contract Audit and Budget have reviewed this quote. The Funding Source being charged is 01.0375.0375.004251 FY23. The Department point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ES&S Redacted Quote 9.20.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/15/2022 09:00 AM
County Judge Exec Asst.	Becky Pruitt	09/15/2022 09:00 AM
Purchasing (Originator)	Joy Simonton	09/15/2022 10:38 AM
Form Started By: Mary Watson		Started On: 08/31/2022 02:30 PM
Final Approval Date: 09/15/2022		

Election Systems & Software
6055 Paysphere Circle
Chicago, IL 60674
(877) 377-8683

Quote

Quote Date
9/7/22

Election Date
11/8/2022

Customer Number
[redacted]

Page
1 (1)

Customer's PO No
Expressvote Activation Cards

Invoice Address
Williamson County, Texas
301 SE Inner Loop St 104
Georgetown, TX 78626-8207
US - UNITED STATES

Delivery Address
Williamson County, Texas
301 SE Inner Loop St 104
Georgetown, TX 78626-8207
US - UNITED STATES

Sales

Pos	Description	Sales Qty	Unit	Price	Disc %	Tax %	Net Amount USD
1	17" Activation Cards. Exact Packs of 250	400,000	EA	0.145	0.00	0.00	58,000.00

BuyBoard # 622-20

Sub Total Amount	58,000.00
ESTIMATED FREIGHT	3,700.00
Admin Collection Surcharge *The Administrative Collection Surcharge may be deducted from the payment of this invoice if remittance is received within 45 days ofinvoice date.	
Total Exclusive Tax	61,700.00
Total Tax	0.00
Quote Amount	61,700.00

Customer Number
[redacted]

TX: Texas

Election Systems & Software
ABA Routing No: 071000039
Account No: [redacted]

Commissioners Court - Regular Session **21.**

Meeting Date: 09/20/2022

Approval of Purchase of Postage from Cathedral Corporation for for the Elections 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 purchase between Williamson County and Cathedral Corporation for a total amount of $13,550.00, for Postage and Ballot by Mail services for the upcoming November 2022 elections, and authorizing the execution of the purchase.

Background

The approval of this purchase is for the postage and ballot by mail services for the upcoming November 2022 election.
This is an off-contract purchase and a total of three (3) quotes were received. The department has chosen the attached vendor quote. Legal, Audit and Budget have reviewed these quotes. The funding source for this expenditure is being charged to line item 01.0100.0492.004212 FY23. The department point of contact is Vikki Farrow.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cathedral Corp Redacted Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/15/2022 09:43 AM
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:02 AM
Form Started By: Mary Watson		Started On: 09/09/2022 11:39 AM
Final Approval Date: 09/15/2022		

Cathedral CORPORATION

1500 Tradeport Drive, Suite B
Orlando, Florida 32824
Phone: 407-351-0232 Fax: 407-363-4586

Request No. [redacted]

Please note our NEW ADDRESS for payments: 1500 Tradeport Drive, Suite B, Orlando, Florida 32824

Postage Request

Name WILLIAMSON CO ELECTIONS DEPT
Contact
Address
City State ZIP
Phone
Attn: ACCOUNTS PAYABLE

08/24/22

Terms Upon Receipt

Acct # [redacted]

Qty		Unit Price	TOTAL
	POSTAGE DUE		
1	GENERAL ELECTION	$13,550.00	**$13,550.00**
	[redacted]		
	please include company name & request # when sending		
		SubTotal	$13,550.00
		Total Due	**$13,550.00**

PLEASE MAKE CHECKS PAYABLE TO:
CATHEDRAL CORPORATION

Commissioners Court - Regular Session **22.**

Meeting Date: 09/20/2022

Participation in regional habitat conservation plan for a WCRBP project - Corridor H, Sam Bass Road Improvements

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on participation by Williamson County Road Bond Program under the County's habitat conservation plan (HCP) for a portion of Corridor H, improvements to Sam Bass Road.

Background

This portion of Corridor H proposes to improve the two-lane portion of Sam Bass Road to a three to four-lane roadway with curb and gutters to include shoulders with much of the alignment reconstructed north of the existing roadway (project). The existing roadway will be removed and regraded. The project would also include installation of a 10-foot-wide shared-use path north of the Sam Bass Road and intersection improvements at RM 1431, Walsh Ranch Boulevard, and Great Oaks Drive, Williamson County, Texas. The project area is approximately 2.5 miles long and encompasses approximately 44.1 acres. The project lies over geological Karst Zone 1 and may impact habitat features of listed species.

Staff recommends the following action: Authorize County Judge (or designee) to acknowledge/sign the Determination Letter to enroll the project under the Williamson County Regional Habitat Conservation Plan, and to execute, when presented, the Participation Agreement for this project, WCCF File #20220906 and to sign any related documents as may be required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Determination Letter

Project Area Graphic

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:27 AM
Form Started By: Josh Renner		Started On: 09/12/2022 04:07 PM
Final Approval Date: 09/14/2022		

WILLIAMSON COUNTY CONSERVATION FOUNDATION

Copy to Christen Eschberger at ceschberger@hntb.com and Pat Womack at kwilder@hntb.com both of HNTB.

Board of Directors

Pct. 3 Commissioner
Valerie Covey
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Round Rock, TX

Paul Barron
Cedar Park, TX

Allen Bowersox
Georgetown, TX

Doug Fell
Hutto, TX

Lyle Grimes
Cedar Park, TX

September 12, 2022

Williamson County Road Bond Program
c/o The Honorable Bill Gravell, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Re: Corridor H to improve the two-lane portion of Sam Bass Road to a three to four-lane roadway with curb and gutters to include shoulders with much of the alignment reconstructed north of the existing roadway (project). The existing roadway will be removed and regraded. The project would also include installation of a 10-foot-wide shared-use path north of the Sam Bass Road and intersection improvements at RM 1431, Walsh Ranch Boulevard, and Great Oaks Drive, Williamson County, Texas. The project area is approximately 2.5 miles long and encompasses approximately 44.1 acres.

Dear Judge Gravell,

Thank you for your participation in the Williamson County Regional Habitat Conservation Plan (RHCP). The following determination of fees relates to the referenced project area as a condition of participation under the RHCP. A review of the application and supporting documents has been conducted in accordance with the RHCP. Accordingly, the Williamson County Conservation Foundation (WCCF) makes the following determination as to this application:

1. The fee for participation under the Williamson County Regional Habitat Conservation Plan for the referenced project will be $4,500.00 (Four Thousand Five Hundred and No Hundredths Dollars) representing the approximate 44.1± acres in the Edwards Limestone geological karst zone unassociated with Zone A & B impacts of known inhabited karst features, as defined in the RHCP, and being assessed at $100/acre rounded UP to the nearest acre.

2. Please notify this office as soon as possible – by email to josh.renner@wilco.org or by return mail to the address shown to the left below – of agreement to these participation terms. A signed (in blue ink), scanned copy or signed electronic copy of this letter is sufficient for acknowledgement of these terms.

3. A Participation Agreement based on the terms outlined in this Letter and following the Williamson County Regional Habitat Conservation Plan will be delivered to you for execution upon receipt of the participation fee indicated in #1 above. Upon receipt of that document please have the appropriate individuals sign where indicated (and notarized where applicable). An accompanying cover memo will further explain the process.

4. A portion of the Participation Agreement ("Memorandum of Participation") is to be filed in the deed records of Williamson County. The signed copy of the Participation Agreement should be returned to us.

Joshua D. Renner
Secretary
Environ. Program Manager

Williamson County Conservation Foundation
c/o Parks and Recreation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

After WCCF receives the original recorded copy from the County Clerk, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation certificate. The optional, upon request only, certificate is not an official document but if desired it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

Should you have any questions about this letter, or questions concerning participation under the Williamson County Regional Habitat Conservation Plan, please contact the WCCF.

Sincerely,

Joshua D. Renner
Environmental Program Manager
Williamson County Conservation Foundation

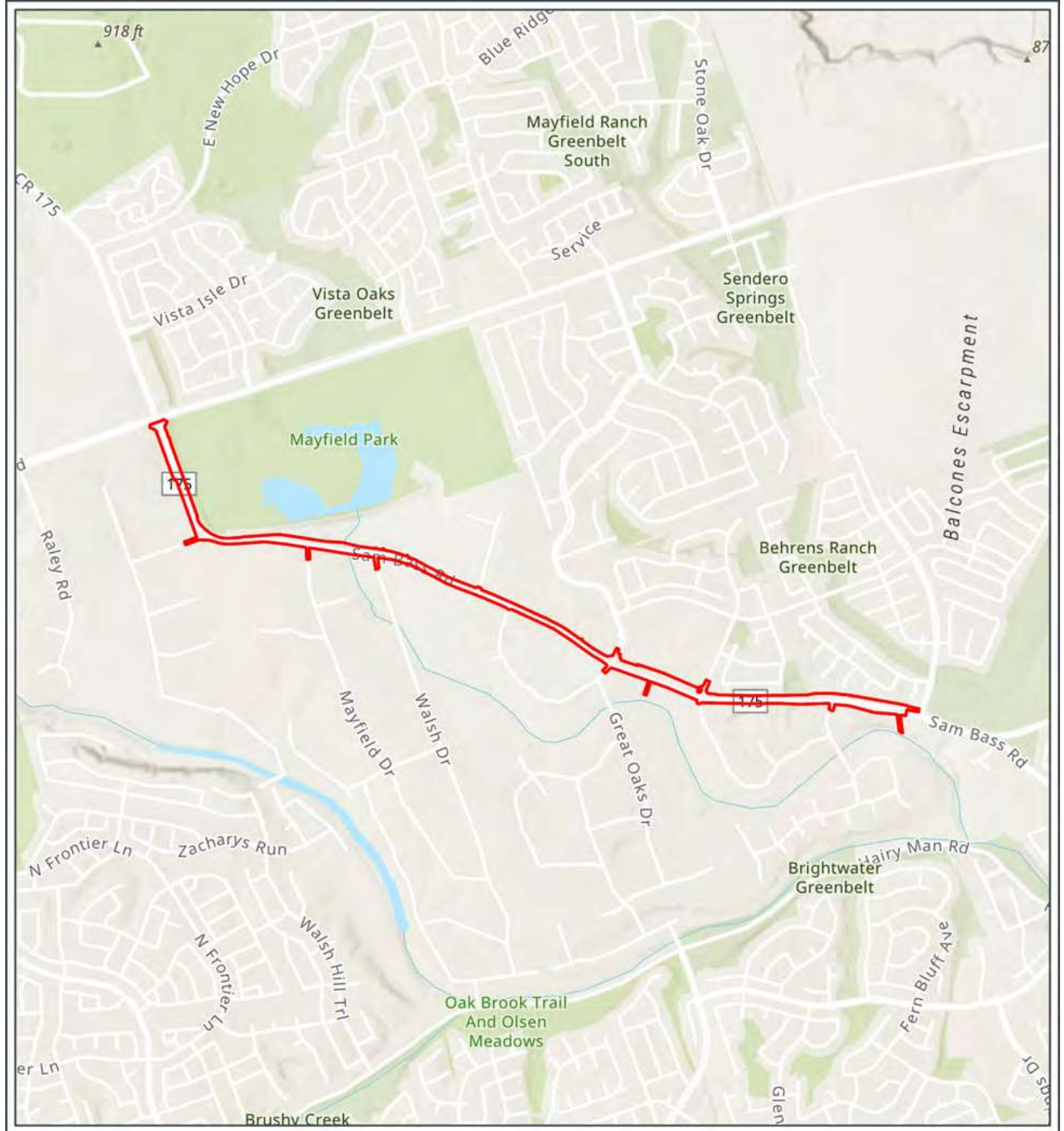
~~~~~~
Agreed as to both form and substance:

By: _____

Title: _____

Date: _____

~~~~~~



CORRIDOR H SAM BASS RD

Corridor Location Map

Project Area

Williamson County, TX

USGS 7.5' Quadrangle:
Leander, TX, 30097-E7
Round Rock, TX, 30097-E6
NAD 1983 UTM Zone 14N

N

1:30,000

Base Map: ESRI ArcGIS Online, accessed August 2022

0 1,000 2,000 Feet

0 320 640 Meters

Updated: 8/19/2022
Project No. 30932.26
File: 30932_26 Corridor Area Map

SWCA ENVIRONMENTAL CONSULTANTS

Commissioners Court - Regular Session **23.**

Meeting Date: 09/20/2022

Donation of Bottled Water for Sheriff's Office

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of 130 cases of bottled water for the Sheriff's Office pursuant to Tex. Loc. Gov't Code 81.032.

Background

On September 8, 2022, Wal-Mart graciously donated to the Sheriff's Office 130 cases of bottled water a value of $696.80.

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	09/14/2022 08:27 AM
Form Started By: Starla Hall		Started On: 09/12/2022 03:00 PM
Final Approval Date: 09/14/2022		

Commissioners Court - Regular Session **24.**

Meeting Date: 09/20/2022

Assets for Transfer Greater than $5,000 Mobile Outreach to Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including one (1) Motorola APX 7500 Dual Band - Remote Mount, installed in MB1250, pursuant to Tx. Local Gov't Code 263.152.

Background

This transfer is from Mobile Outreach to the Sheriff's Office. Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Transfer from Mobile Outreach to SO (8/7/22)

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/15/2022 10:07 AM
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:07 AM
Form Started By: Mary Watson		Started On: 09/12/2022 08:47 AM
Final Approval Date: 09/15/2022		

Asset Status Change

Title:	i:0#.f|membership|jwilliby@wilco.org - 08-07-2022
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Capital Asset (greater than $5000)
1. Quantity (Mandatory):	1
1. Description:	Motorola APX 7500 Dual Band - Remote Mount, installed in MB1250
1. Manufacturer ID #:	656CSV1513, Asset #197086
1. Oracle Asset #:	197086
1. Condition of Assets:	Working
Transferring Dept.:	Mobile Outreach
Transferring Dept. Contact Person	Jeanne Williby
Transferring Dept. Contact Ph#:	5125545036
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ jeanne williby 8/22/2022 1:13 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Sheriff's Office
Receiving Department Contact Person:	Peggy Braun
Receiving Dept. Contact Ph#:	pbraun@wilco.org
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Peggy Braun
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Peggy Braun 8/31/2022 11:26 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	9/13/2022

Asset Status Change

Commissioners Court - Regular Session **25.**

Meeting Date: 09/20/2022

Approval of Renewal of Professional Services Agreement (PSA) for Pre-Employment Psychological

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on renewal of a Professional Services Agreement (PSA) for the purpose of providing pre-employment psychological screenings related to the potential hiring of new Williamson County Sheriff's Office employees, between Williamson County and Dr. Eugene Waters of AdventHealth - Behavioral Health Center; with a not-to-exceed amount of $10,000 for FY23, and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Local Government Code § 262.024(a)(4) and authorizing the execution of the agreement.

Background

The approval of this agreement will benefit the Williamson County Sheriff's Office with pre-employment psychological screenings of potential employees as needed. Dr. Eugene Waters with AdventHealth - Behavioral Health Center will complete these screenings both in-person and/or telephonically. The cost of the screenings will be $250.00 per each evaluation, with a cap of $10,000.00 for FY23. The term of this agreement will continue until September 30, 2023, unless terminated sooner as authorized within this agreement. The agreement may be extended beyond the initial term for up to one (1) additional twelve (12) month periods upon a mutual renewal approved by the County's governing body. Please see the attached agreement for more detailed information. Funding Source is 01.0100.0570.004705. The department Point of Contact is Kathleen Pokluda.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA for Psychological Pre Screening SO

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/15/2022 10:04 AM
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:07 AM
Form Started By: Kim Chappius		Started On: 09/13/2022 09:06 AM
Final Approval Date: 09/15/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY RENEWAL ADDENDUM FOR PROFESSIONAL SERVICES AGREEMENT FOR PRE-EMPLOYMENT PSYCHOLOGICAL SCREENINGS FOR THE WILLIAMSON COUNTY SHERIFF'S OFFICE (Dr. Eugene Waters)

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Dr. Eugene Waters** (hereinafter "Provider"). Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Original Professional Services Agreement approved by Williamson County Commissioners Court on June 21, 2022, including attached exhibits; and
B. This Williamson County Renewal Addendum.

II.

Term: This amendment will renew this Agreement for an additional one (1) year term and continue until September 30, 2023. The parties may renew at the end of FY2023 pursuant to Section II of the original Professional Services Agreement.

III.

In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:	PROVIDER:
_____	Eugene C. Waters, Ph.D. Eugene C. Waters, Ph.D. (Sep 13, 2022 08:44 CDT)
Authorized Signature	Authorized Signature
Date: _____, 2022	Date: Sep 13, 2022, 2022

PROFESSIONAL SERVICE AGREEMENT FOR PRE-EMPLOYMENT PSYCHOLOGICAL SCREENINGS FOR THE WILLIAMSON COUNTY SHERIFF'S OFFICE

This Professional Services Agreement for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Dr. Eugene Waters hereinafter referred to as PROVIDER, for the purpose of providing pre-employment psychological screenings related to the potential hiring of new Williamson County Sheriff's Office employees.

I.
SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, pre-employment psychological screenings for potential employees as needed. PROVIDER will complete these screening both in-person and or telephonically. All services provided by PROVIDER and professionals shall be performed according to the regularly accepted standards for such services in the State of Texas and all applicable federal and state statutes and regulations

II.
TERM

This initial term under this Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2022, unless terminated sooner as authorized

herein. The Agreement may be extended beyond the initial term for up to two (2) additional twelve (12) month periods upon a mutual renewal approved by COUNTY'S governing body. If the COUNTY exercises any extension option, all terms, conditions, and provisions of the Agreement shall remain in effect for that extension period, subject only to any economic price adjustment if necessary.

III.
COST AND PAYMENT

PROVIDER will be compensated based on rate of $250 per evaluation, with a not to exceed cap of $10,000 for FY22. Sessions may be completed via remote electronic methods including telephone or videoconferencing or in-person as needed. The fees under this Agreement shall be subject to the budgeted and available funding allotted and available for this category of services with the WCSO for each fiscal year.

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

IV.
AGENCY-INDEPENDENT CONTRACTOR

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

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

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

VI.
THIRD PARTY BENEFICIARY EXCLUDED

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

VII.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. In the event of further lockdowns or shelter-in-place orders related to COVID19 or any other communicable diseases or pandemic, if PROVIDER is able to provide services under this agreement by way of telephone, teleconference, or remote electronic means, this paragraph will not apply to relieve PROVIDER of the obligation to provide services or to relieve COUNTY of the obligation to pay for services provided as set forth in this agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for payment for services rendered by PROVIDER and goods actually received as of 5:00 pm on the termination date.

IX.
NOTICE

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

Stay up to date on new arrivals, email exclusives, and more.

Enter your email address

SUBSCRIBE

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Dr. Eugene Waters
1610 South 31st #102-298
Temple, TX 76504

X.
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.

XI.
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, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XII.
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.

XIII.
COUNTY'S RIGHT TO AUDIT

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

XIV.
APPROPRIATION OF FUNDS

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

XV.
ENTIRE AGREEMENT

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

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

_____

Bill Gravell
Williamson County Judge

Date: _____, 20

PROVIDER

Dr. Eugene Waters

Dr. Eugene Waters

Date: 6-14, 2022

Commissioners Court - Regular Session **26.**

Meeting Date: 09/20/2022

Approval of Agreement for Codex Corporation d/b/a Guardian RFID Buyboard Contract for software for Williamson County Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Agreement for software and support services renewal, including hardware and platform upgrades, between Codex Corporation d/b/a Guardian RFID and Williamson County to support jail management and operations of the Sheriff's Department, via Buyboard Contract #669-22, in the total amount of $110,213.75.

Background

The Guardian RFID system is designed to maximize compliance and defensibility by digitally transforming the care, custody, and control environment in the jail setting. The proposed software and services agreement, which was previously paid for solely with commissary funds, now involves a hybrid funding approach with both county budget funds (see quote for software system and services renewal $110,213.75 over three (3) years) and commissary funds (see quote for hardware and software upgrades $78,877.02). Due to the involvement of county funding, the agreements require approval by the county Commissioners Court. The vendor has added essential terms, including termination-for-convenience and qualifications of indemnification under Texas law. The hardware in the amount of $78,887.02 to be funded from Sheriff's Commissary. The platform upgrades of $110,213.75 over three (3) years to be funded from 01.0100.0570.004500. IT, Budget, Legal and Contract Audit have reviewed this item. Department contact is Susan Carmack.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Platform quote redacted

Hardware quote redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/15/2022 09:55 AM
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:02 AM
Form Started By: Brenda Fuller		Started On: 09/12/2022 10:37 AM
Final Approval Date: 09/15/2022		

Company Address	6900 Wedgwood Rd. N, Suite 325 Maple Grove, Minnesota 55311 United States	Created Date	9/7/2022
		Expiration Date	9/30/2022
Quote Name	WilliamsonCoTx - System Renewal (Buy Board No. 669-22)		
Quote Number	[redacted]		

Prepared By	Daniel Quam	Contact Title	Cmdr.
Email	daniel.quam@guardianrfid.com	Contact Name	Jeffrey Williams
		Phone	(512) 943-1406
		Email	jwilliams@wilco.org

Note: Please note that some items in this quote carry a yearly renewal fee. Please speak with your Account Manager for more details.

Product	Product Family	Quantity	Sales Price	Discount	Total Price	Warranty	Max Replacements
System Renewal Fee - Annual	Professional Service	1.00	$38,794.00	5.30%	$36,737.92	None	N/A
System Renewal Fee - Year 02	Professional Service	1.00	$38,794.00	5.30%	$36,737.92	None	N/A
System Renewal Fee - Year 03	Professional Service	1.00	$38,794.00	5.30%	$36,737.92	None	N/A

Subtotal	$116,382.00
Discount	5.30%
Total Price	$110,213.75
Grand Total	$110,213.75

*Each purchased "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFID® SPARTAN 3™" (the main body of the device), the GUARDIAN RFID Mobile Device Charging Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is purchased. During the warranty period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of two replacements per GUARDIAN RFID Mobile Device. During the warranty period applicable to the GUARDIAN RFID Mobile Device, none of the accompanying GUARDIAN RFID Mobile Device Accessories will be covered by warranty. Additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories may be separately purchased pursuant to Section 10(d) at GUARDIAN RFID's then-current pricing list for the Customer (a copy of which is available upon the Customer's request). The warranty and maximum replacements for those additional purchases will be as specified in the quote for the purchase of such additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories.

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Company Address	6900 Wedgwood Rd. N, Suite 325 Maple Grove, Minnesota 55311 United States	Created Date	9/7/2022
		Expiration Date	9/30/2022
Quote Name	WilliamsonCoTx - Spartan Replacements x 37, OI, (Buy Board No. 669-22)		
Quote Number	[redacted]		

Prepared By	Daniel Quam	Contact Title	Cmdr.
Email	daniel.quam@guardianrfid.com	Contact Name	Jeffrey Williams
		Phone	(512) 943-1406
		Email	jwilliams@wilco.org

Note: Please note that some items in this quote carry a yearly renewal fee. Please speak with your Account Manager for more details.

Product	Product Family	Line Item Description	Quantity	Sales Price	Discount	Total Price	Warranty	Max Replacements
GUARDIAN RFID® OnDemand™ Level 04 System Renewal Fee (501-1000 beds)	Platform	Buy Board 5.30% discount	1.00	$11,000.00	5.30%	$10,417.00	N/A	N/A
GUARDIAN RFID® SPARTAN 3™	Hardware	Buy Board 5.30% discount	37.00	$1,195.00	5.30%	$41,871.61	Three-Year	1 per Serial#
GUARDIAN RFID® Mobile Command™ for SPARTAN™	Software	Buy Board 5.30% discount	47.00	$400.00	5.30%	$17,803.60	N/A	N/A
GUARDIAN RFID® Operational Intelligence™ Level 04 License (501-1000 beds)	Software	Buy Board 5.30% discount	1.00	$7,495.00	5.30%	$7,097.77	N/A	N/A
GUARDIAN RFID® Medication Manager™ Level 04 License (501-1000 beds)	Software	Buy Board 5.30% discount	1.00	$1,499.00	5.30%	$1,419.55	N/A	N/A
GUARDIAN RFID® ForceField™ Software License	Software		4.00	$250.00	100.00%	$0.00	N/A	N/A

Subtotal	$84,009.00
Discount	6.43%
Total Price	$78,609.52
Shipping and Handling	$267.50
Grand Total	$78,877.02

*Each purchased "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFID® SPARTAN 3™" (the main body of the device), the GUARDIAN RFID Mobile Device Charging Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is purchased. During the warranty period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of two replacements per GUARDIAN RFID Mobile Device. During the warranty period applicable to the GUARDIAN RFID Mobile Device, none of the accompanying GUARDIAN RFID Mobile Device Accessories will be covered by warranty. Additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories may be separately purchased pursuant to Section 10(d) at GUARDIAN RFID's then-current pricing list for the Customer (a copy of which is available upon the Customer's request). The warranty and maximum replacements for those additional purchases will be as specified in the quote for the purchase of such additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories.

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Commissioners Court - Regular Session **27.**

Meeting Date: 09/20/2022

Authorize Issuing RFP #22RFP148 Construction Manager at Risk (CMAR) for Williamson County Headquarters Buildin for Facilities Maintenance

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Construction Manager at Risk (CMAR) Williamson County Headquarters Building utilizing the one-step process, under RFP #22RFP148. Funding Source is P577.

Background

Williamson County is seeking proposals from experienced firms to provide professional Construction Manager at Risk (also referred to herein as “CMAR”) services for the New Williamson County Headquarters Building. The one-step process will allow the respondents to submit qualifications and fee proposals with their submittal. Construction estimated budgeted amount is $35,000,000.00. The funding source is P577. The department point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/15/2022 09:56 AM
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:09 AM
Form Started By: Johnny Grimaldo		Started On: 09/14/2022 03:02 PM
Final Approval Date: 09/15/2022		

Commissioners Court - Regular Session **28.**

Meeting Date: 09/20/2022

Diamond 2586 WA4 SA2 CR 201

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 2 to Work Authorization No 4 under Williamson County Contract between Diamond Surveying and Williamson County dated May 19, 2020 for Surveying Services for CR 201 from CR 200 to Approximately 1,100 feet North of Umbrella Sky. This supplemental is to extend the expiration date to September 30, 2022. Funding source: P499.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 2586 WA4 SA2 CR 201

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/13/2022 02:53 PM
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:29 AM
Form Started By: Vicky Edwards		Started On: 09/13/2022 12:37 PM
Final Approval Date: 09/14/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. __4__

PROJECT: CR 201 From CR 200 to Approximately 1,100 Feet North of Umbrella Sky

This Supplemental Work Authorization No. _2__ to Work Authorization No. __4__ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _4___ dated effective **May 25, 2021** (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 Work Authorization shall terminate on September 30, 2022. The Services to be Provided by the Surveyor 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).

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 Surveyor have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

SURVEYOR:

By: _____
Signature

__Shane Shafer_____
Printed Name

_President_____
Title

_August 22, 2022_____
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

8/25/2022

Attachment C

Work Schedule

Work for survey services for topographic and tree survey within existing right-of-way of CR 201 completed and electronic DGN file with survey data sent.

Commissioners Court - Regular Session **29.**

Meeting Date: 09/20/2022

Preliminary plat for the Cove subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Cove subdivision – Precinct 4.

Background

This proposed subdivision consists of 11 lots and 763 linear feet of new public roads.

Timeline

2022-06-22 – initial submittal of the preliminary plat
2022-07-22 – 1st review complete with comments
2022-08-05 – 2nd submittal of preliminary plat
2022-08-19 – 2nd review complete with comments
2022-08-22 – 3rd submittal of preliminary plat
2022-09-06 – 3rd review complete with comments
2022-09-07 – 4th submittal of preliminary plat
2022-09-15 – 4th review complete with comments clear
2022-09-15 – preliminary plat placed on the September 20, 2022 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

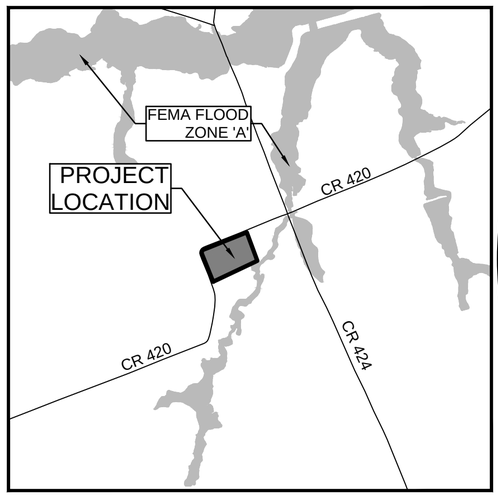
Attachments

preliminary plat - The Cove

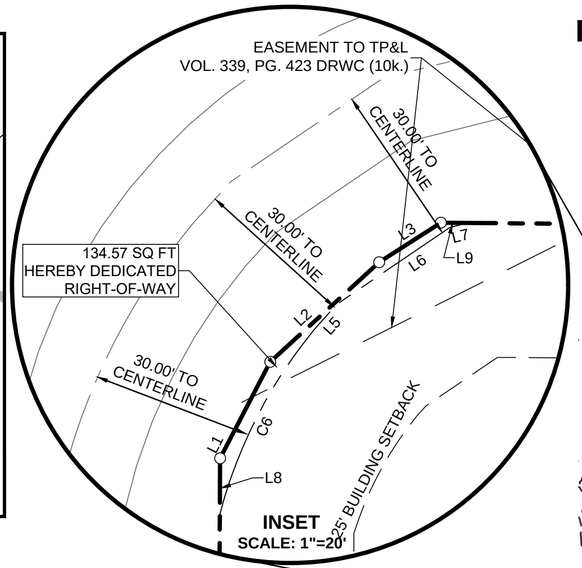
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 11:53 AM
Form Started By: Adam Boatright		Started On: 09/15/2022 11:43 AM
Final Approval Date: 09/15/2022		

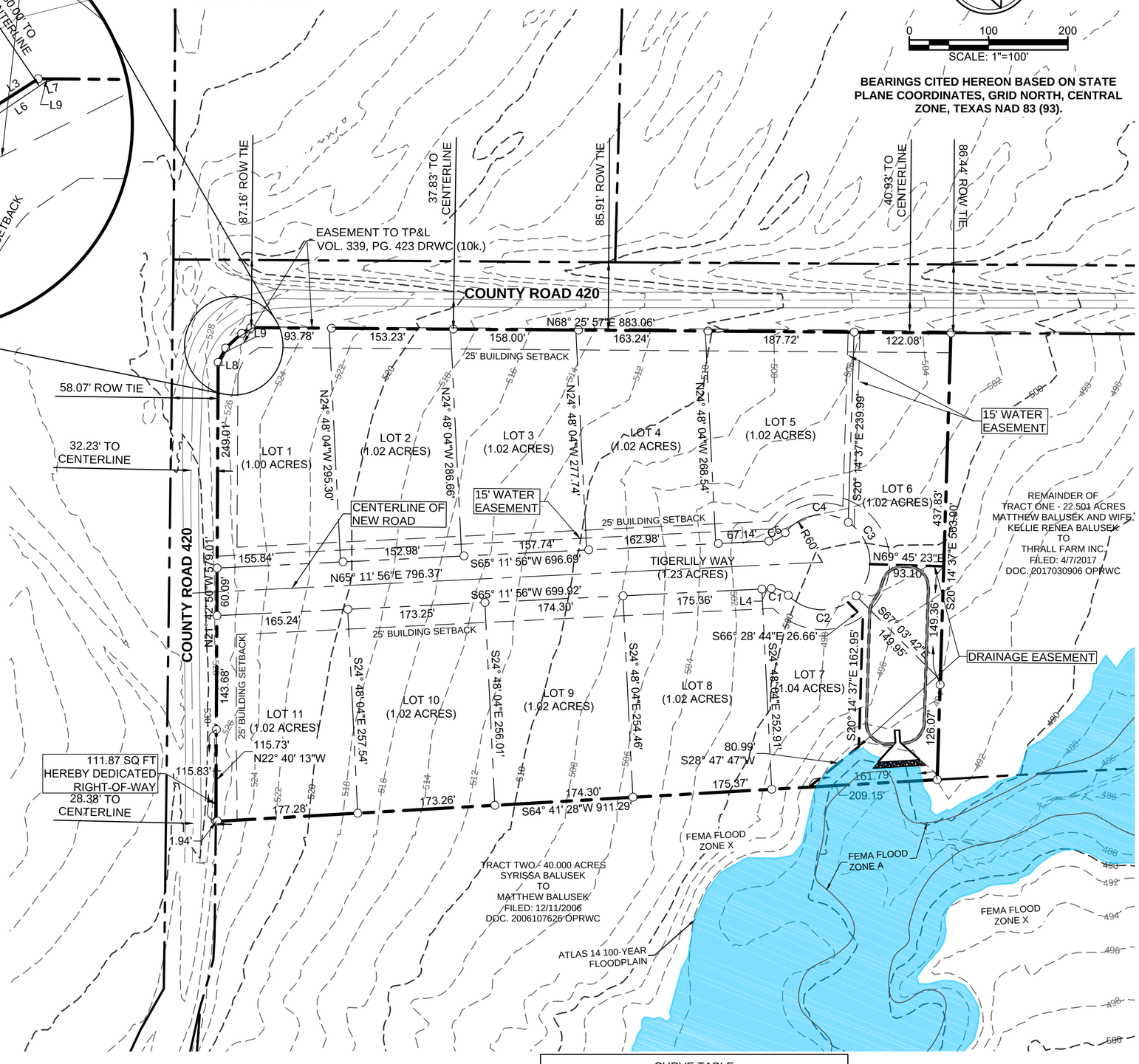
PRELIMINARY PLAT OF THE COVE



VICINITY MAP
SCALE: 1"=2,000'



INSET
SCALE: 1"=20'



LEGEND

- IRON ROD SET
- IRON ROD FOUND
- DRAINAGE EASEMENT
- WATER EASEMENT
- BUILDING SETBACK
- FLOODPLAIN AS THE 100 YR FLOODPLAIN LIMITS BASED ON THE STUDY BY HENDERSON PROFESSIONAL ENGINEERS, DATED JULY 26, 2022

OWNER: DAVID DOWNS
THRALL FARM, INC.
116 W 2ND STREET, STE 109
TAYLOR, TEXAS 76574
PHONE 512.461.5573
E-MAIL DAVID@HJDHOMES.COM

SURVEYOR: COREY HALL, RPLS
KONTUR TECHNICAL, LLC.
26 WOODLAND LANE
ROUND ROCK, TEXAS 78664
PHONE 512.360.0012
E-MAIL HALLC_R@YAHOO.COM

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
PELS FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL DATE: 6/22/2022

ORIGINAL SURVEY: H. T. & B. RAILROAD SURVEY
ABSTRACT NO. 319

FEMA FLOODPLAIN: THERE IS ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0575F, DATED DECEMBER 20, 2019

WATER: SOUTHWEST MILAM WATER SUPPLY

WASTEWATER: OSSF

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	20.23	N05° 26' 10"E
L2	27.51	N25° 32' 14"E
L3	13.67	N35° 24' 47"E
L4	11.78	N65° 11' 56"E
L5	6.06	N20° 10' 38"E
L6	25.37	N33° 48' 35"E
L7	3.44	N53° 54' 45"E
L8	10.41	N21° 42' 50"W
L9	5.01	N68° 25' 57"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	CHORD
C1	24.04'	25.00'	S89° 35' 01"W 23.12'
C2	95.33'	60.00'	N68° 27' 12"E 85.61'
C3	106.83'	60.00'	N28° 04' 16"W 93.27'
C4	88.48'	60.00'	S58° 40' 28"W 80.68'
C5	24.04'	25.00'	S40° 48' 51"W 23.12'
C6	39.30'	90.35'	N05° 10' 44"E 38.99'

ROADWAY TABLE

STREET NAME	ROW WIDTH (FEET)	PAVEMENT WIDTH (FEET)	ROAD LENGTH (FEET)	DESIGN SPEED (MPH)	MAINTENANCE AUTHORITY	CLASSIFICATION
TIGERLILY WAY	60	30	763	25	PUBLIC	LOCAL RURAL

NOTES:
1. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
2. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROADWAY AND NOT TO CR 420, THE ADJACENT COUNTY ROAD.

Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

PROJECT NUMBER _____

Plotted by: Adam, Plot date: 07/09/2022, File name: h:\02 projects\2022\220405 thrall farms\07 Sheet\PP\220405 PP.dwg

Commissioners Court - Regular Session **30.**

Meeting Date: 09/20/2022

Public Hearing for County Clerk Records Archive Plan 2022-2023

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 AM Hold public hearing on the plan for the funding of the preservation and restoration program of the County Clerk's Records Archive Plan for 2022-2023.

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	09/02/2022 09:24 AM
Form Started By: Nancy Rister		Started On: 09/01/2022 03:00 PM
Final Approval Date: 09/02/2022		

Commissioners Court - Regular Session **31.**

Meeting Date: 09/20/2022

County Clerk Records Archive Plan 2022-2023

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the plan for the funding of the preservation and restoration of the County Clerk's Record Archive for FY 2022-2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Records Archive Plan CC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/02/2022 09:25 AM
Form Started By: Nancy Rister		Started On: 09/01/2022 03:04 PM
Final Approval Date: 09/02/2022		

Archive Plan

For Preservation and Restoration
Of Archived Records

for
Nancy E. Rister, County Clerk

September 2022

Executive Summary

The vast majority of the permanent records in the County Clerk's office are paper based. These records are used on a daily basis by the public and are vulnerable to loss by theft and wear and tear.

With no cost to the County, these records can be preserved by using the archive fees collected to cover the cost of scanning the paper based documents and preserving the handwritten ones by encapsulation. In addition to preserving the documents, the images can be added to our existing imaging system and improve customer service by offering a wider date range of documents on the Internet.

Introduction

County Clerks are currently authorized to collect a records management fee for maintaining and preserving current documents. A fee not to exceed $10 may be imposed for recording or filing public documents in county clerk offices in any county for the purpose of preserving, restoring, and managing these county records. The legislation is designed to target archived records. This does not include court records.

This bill authorizes the Commissioners Court to adopt a records archive fee as part of the county's annual budget. This additional revenue will be dedicated to help focus on preserving older records.

Williamson County Commissioners Court approved the $5 fee on August 26, 2003 under agenda item #23.

Historical Data FY2001 – FY2019

In FY 2001-2002 Deed books 1 through 3 and Survey book for 1902 were preserved and encapsulated. In FY 2002-2003 Deed books 4 and 5 were preserved and encapsulated. In FY 2003-2004 Police Court minutes 1850 – 1859; Elections Volume 1 – 1884-1892; Deed books 6 – 26 were preserved and encapsulated. In FY 2004-2005 Deed books 27 – 122 were preserved and encapsulated. In FY 2005-2006 Williamson County Bid 06WC406 was awarded. Deed books 123 – 168 were preserved and encapsulated. In FY 2006-2007 Marriage Indexes 1848 - 1997; Elections Volumes 2-9 were preserved and encapsulated.

The encapsulation effort was halted in 2006 pending the acceptance of the vendor that has done the majority of our books onto the State of Texas contract vendor's list. In early 2008, Brazoria County, TX awarded a contract to this same vendor for repair and restoration of historical books for Brazoria County. At that time, Williamson County Clerk's Office entered into an Interlocal agreement with Brazoria County for the Repair and Restoration of historical books.

Williamson County Commissioners Court approved an Interlocal Agreement with Brazoria County for the Repair and Restoration of historical books for the County Clerk on March 25, 2008 under agenda item #25.

Subsequent to the approval by the Commissioners Court, 52 Marriage books (1850-1997) and 51 Commissioner's Court books were sent to the selected vendor for preservation and encapsulation.

Also completed in FY 2008-2009 were Birth Record Volumes 1-12, 1903-1957, Delayed Birth Records Volumes A-Z and Volumes A-1 through A-10, Still Birth Record and Register of Births 1868-1876, Death Records Volumes 1-12, 31 Naturalization Books, Index to Deeds and the Reverse Indexes for preservation and encapsulation. This was done in FY 2008-2009.

Since February 2005 with a staff of 7, all of the deed books have been scanned. All scanned books are made available on personal computers in the public research area and over the internet. Each book and page is accessible by book and page lookup. Scanning of 943 deed books has been completed. These images are now available online. Staff was reduced to 5 in 2007-2008 FY as people moved on to other jobs. After finishing this initial project, they scanned and indexed all marriage records including old marriage licenses that were not returned or picked up. This project was completed in FY2010-2011.

Restoration of the oldest probate records was started after the archive staff took photos of all documents sent for restoration. They then reviewed the returned books to proof the restoration work and verify what was sent, actually came back. Minor errors were caught and corrected. More books were encapsulated while they worked on photographing probate cases. There were no books restored in FY2009-2010 as staff got caught up with all the marriage books and taking photos of all probate coming up for restoration in FY2011-2012.

In the Fiscal Year 2011– 2012 restoration of all older probate records was completed. The original marriage licenses from the 1800's have been restored, scanned and indexed. They now are available online. Also 40 boxes of civil case files from the 1800's were photographed in preparation for being restored and encapsulated. This was a partial project as restoration couldn't be completed all in one year and was finished in October of 2012.

During FY2012-2013 criminal files from the 1800's consisting of 6,096 cases and 43,934 pages were photographed in preparation for restoration and encapsulation. These were sent out in October 2012 and were received before the end of the fiscal year.

The Archive Division indexed, scanned and entered the 60,000+ birth records in FY2013-2014. They started on the delayed birth records that are recorded from the beginning of the county records through 1940. During this same period technicians also reviewed 231,880 microfilmed OPR documents for image quality and completeness.

Archive personnel continued entering delayed birth records in FY2014-2015 with an anticipated completion by the end of December 2015. Reviewing microfilm is ongoing since we still have many years of reels left to review.

The Delayed Birth Record Project was completed in December 2015. A total of 23 books were photographed and sent to Kofile for restoration. It averages 7 to 12 weeks for Kofile to complete the restoration process.

On April 8, 2016, the Death Record Project was suspended to allow a data dump to be completed for the new Tyler Eagle Recording Project. The go-live for the Tyler project was August of 2016. That data was verified and the Death Record Project resumed.

In October 2016, there were 20 books sent to Kofile to go through the restoration and encapsulation process. These consisted of the Milam Survey 1850-1853, 1 plat Index, Field Notes Original 1874, Embalmer's Record Vol 1, 3 General Index to Civil Minutes, Civil Minutes – County Court Vol A, 2,3,4 & 5, Lunacy Record, Lunacy Document Vol 3, Lunacy Minutes Vol 1 Probate Minutes, Lunacy Minutes Vol 3 Mental Illness Order Commitment, Mental Illness Docket Vol 4, 5 & 6 and Mental Illness Vol 2. It took 12 weeks for the vendor to complete.

Staff completed reviewing the 2007 microfilm from the Texas State Library in late October 2016 then began reviewing the 2013 microfilm from Stars Information Solutions with an estimated completion date of about January/February 2018. The review of the microfilm received from our vendors is necessary to ensure image quality and confirm that no documents have been skipped before filing them in the cabinets that were purchased when we moved into the Justice Center. Microfilm is still a preferred medium because of the length of its service life.

In August of 2017, a shipment of "Plats" were prepared to be sent to Kofile to go through the restoration and encapsulation process. This consisted of Cabinets A through K which consists of 4400 plats. A schedule for additional books to be sent to Kofile in the 2017-2018 budget year was completed. The books were photographed and were shipped to Kofile beginning in October of 2017 with plats shipment midway through the 2017-2018 budget year.

For FY 2017-2018 the Archive Division completed work on the Death Records Projects and started on changing the birth certificate dates from 2 digits to 4 digits while conducting quality control on the indexing of those records. They also finished reviewing the 1995, 1997, 2013, 2014 & 2015 microfilm.

A total of 25 books and a bag of miscellaneous historical documents were photographed and sent to Kofile for restoration and encapsulation on February 6, 2018. This effort included photographing each page, editing the quality of the photo (by cropping and enhancing the image), mapping, packing, then shipping to the vendor. Once the books were received back from the vendor at the end of May, they were reviewed to proof the restoration work and verify what was sent, is what we received.

Over 4,979 photos were taken of the 19 books that are scheduled for the October 2018 shipment to Kofile. An inventory of all books, remaining plats and other miscellaneous documents in Research is also being conducted at this time as well as an inventory of documents and books that are currently store in our storage room in the basement. During this inventory project it is being noted as to which items have been previously restored and by which vendor.

For FY 2018-2019 the Archive Division finished reviewing the 2006 & 2016 microfilm which consisted of a total of 345 reels containing 1,692,442 images. The 2017 microfilm is currently being created by the Texas State Library and should be available for review during the next reporting period.

Kofile completed digitizing the 112 Commissioner Court Minutes books from 1884 to 1996 and Police Court Minutes books from 1850 to 1874 as well as 8 Commissioners Court Index books. The Archive Division completed the comparison of the Commissioner's Court Books to the Optical Character Recognition version. This consisted of 108 books with a total of 89,654 pages.

A total of 19 books were sent to Kofile for restoration and encapsulation in January of 2019. In June of 2019 the books were received back from the vendor. Photostat Probate Minutes Volumes 69-141 which needed a special preservation treatment to keep the pages from sticking to each other. This method of creating books was dropped in the 1970's when they realized the unintended consequences when creating the books by using this method. We have the 2017 reels of microfilm completed as of the spring of 2017. Images for 2018 & 2019 were sent to the State Library for creation of microfilm. Images for 2020 and beyond will be sent to that the State Library's FTP site so they will be able to download weekly to be able to create film almost immediately instead of waiting to the end of a fiscal year.

For FY 2020-2021 We have three pallets of criminal records that we received from the warehouse that were preserved and reviewed once received. These are from the 1800's and early 1900's. Storage room is becoming an issue. We will need to look at a larger facility to house the county historical records very soon. We are required by law to keep Commissioner Court records permanently as they continue to grow in size.

FY 2021-2022

All marriage licenses need to be on microfilm as well as the birth and death records. We have more books and thousands of Probate cases that need to be preserved. We will begin these projects but it may take almost ten years to complete just the thousands of Probate cases. A few more books will be preserved per State contract vendor. Books will need a place to be stored. There is no more room for planned roller shelving in the break room that was taken from us and remains unused. We will need a Records Building to house in a temperature controlled, humidity controlled, lighted with pest control services and other requirements as set forth by the Texas State Library & Archives for permanent record retention storage facilities.

Archive Plan for 2022-2023

Revenue

Document Type	Forecast of # documents filed subject to fee based on 2021 filings	Anticipated maximum revenue at $10.00 per document
Official Public Records	197,943	**$1,979,430**

Proposed Budget of Expenses for 2022-2023

Salaries for 5 people	**$269,377.00**
Longevity	**2,496.00**
Merit/Retention	**3,238.00**
FICA	**21,046.00**
Retirement	**42,752.00**
Insurance	**60,768.00**
Workers Comp	**275.00**
Preservation of books	**375,000.00**
Total	**$774,952.00**

LOCAL GOVERNMENT CODE

§ Sec.118.025. COUNTY CLERK'S RECORDS ARCHIVE. (a) In this section:

(1) "Deterioration" means any naturally occurring process or a natural disaster that result in the destruction or partial destruction of a public document.

(2) "Preservation" means any process that:

(A) Suspends or reduces the deterioration of public documents; or

(B) Provides public access to the public documents in a manner that reduces the risk of deterioration, excluding providing public access to public documents indexed geographically.

(3) "Public document" means any instrument, document, paper, or other record that the county clerk is authorized to accept for filing or maintaining.

(4) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

(5) "Restoration" means any process that permits the visual enhancement of a public document, including making the document more legible.

(b) The commissioner’s court of a county may adopt a records archive fee under Section 118.011(f) as part of the county's annual budget. The fee must be set and itemized in the county's budget as part of the budget preparation process. The fee for "Records Archive" under Section 118.011(f) is for the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.

(c) The fee must be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing.

(d) The fee shall be deposited in a separate records archive account in the general fund of the county. Any interest accrued remains with the account.

(e) The funds generated from the collection of a fee under this section may be expended only for the preservation and restoration of the county clerk's records archive. The county clerk shall designate the public documents that are part of the records archive for purposes of this section. The designation of public documents by the county clerk under this subsection is subject to approval by the commissioner's court in a public meeting during the budget process.

(f) The funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding indexing public records by lot and block description as provided by Section 193.009(b)(4).

(g) BEFORE collecting the fee under this section, the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive. The commissioner's court shall publish notice of a public hearing on the plan in a newspaper of general circulation in the county not later than the 15th day before the date of the hearing. After the public hearing, the plan shall be considered for approval by the commissioner's court. Funds from the records archive account may be expended only as provided by the plan. All expenditures from the records archive account shall comply with Subchapter C, Chapter 262. The hearing may be held during the budget process. **After establishing the fee, the plan MAY be approved annually during the budget process.**

(h) If a county charges a fee under this section, a notice shall be posted in a conspicuous place in the county clerk's office. The notice must state the amount of the fee in the following form: "THE COMMISSIONER'S COURT OF _____ COUNTY HAS DETERMINED THAT A RECORDS ARCHIVE FEE OF $_____ IS NEEDED TO PRESERVE AND RESTORE COUNTY RECORDS."

(i) The fee is subject to approval by the commissioner's court in a public meeting during the budget process.

(j) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 330, Sec. 3, eff. June 17, 2011.

(k) Repealed by Acts 2005, 79th Leg., Ch. 804, Sec. 7, eff. June 17, 2005.

Added by Acts 2001, 77th Leg., ch. 794, Sec. 4, eff. Sept. 1, 2001. Amended by Acts 2003, 78th Leg., ch. 974, Sec. 3, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1275, Sec. 3(32), eff. Sept. 1, 2003.

Amended by:

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 1, eff. June 17, 2005.

Acts 2005, 79th Leg., Ch. 804 (S.B. 526), Sec. 7, eff. June 17, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 2, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 330 (H.B. 2716), Sec. 3, eff. June 17, 2011.

From SB 526 79th Legislature

SECTION 7. Subsection (g), Section 118.011, and Subdivision (4), Subsection (a), and Subsection (k), Section 118.025, Local Government Code, are repealed.

From HB 1513 83rd Legislature and AG Opinion GA1055

Allowed for an increase in the Records Management Fee to $10 maximum and the Records Archive Fee to a maximum of $10 to be implemented on September 1, 2013. The Records Management fee went up to $10 but the Archive fee stayed at $5 as computer and software purchases also come out of RMF as well as salaries which deplete it. This bill had an expiration date of 9-1-2019 but the expiration date was removed by **SB658** and signed by the Governor on 6-14-2019.

Commissioners Court - Regular Session **32.**

Meeting Date: 09/20/2022

FY23 Special Revenue Fund Approval

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the following 2022-2023 budgets:

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY23 Fund Purpose

FY23 Special Revenue Fund Approval

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 11:29 AM
Form Started By: Ashlie Holladay		Started On: 09/12/2022 11:52 AM
Final Approval Date: 09/15/2022		

Williamson County
Active Fund Listing
As of August 2022

Constitutional Funds

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Fund 0380 Judicial Education Probate Court – This fund accounts for fees from all probate, guardianship and mental health court cases filed and is used for the continuing education of the probate judge and staff of the probate court.

Fund 0381 Guardianship – This fund is used to account for the collection of a $20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney ad litem and to fund local guardianship programs for indigent incapacitated persons family members suitable and willing to serve as guardians.

Fund 0382 Specialty Court – Section 121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, The DWI/Drug Court and the Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain these two programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

Fund 0384 Records Archive – County Clerk – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

Fund 0385 Records Management and Preservation – County Clerk – This fund is compiled of the fees for records management and preservation services performed by the County Clerk. This fee may be used for specific records preservation and automation projects.

Fund 0386 Records Management and Preservation – District Clerk – This fund is compiled of the fees for records management and preservation services performed by the District Clerk. This fee may be used for specific records preservation and automation projects.

Fund 0387 Records Technology – District Clerk – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

Fund 0388 Court Records Preservation – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

Fund 0390 Records Management County Wide – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

Fund 0405 County Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0406 County Attorney Hot Check – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

Fund 0408 District Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0410 County Sheriff Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0490 Employee Fund – This fund is used to account for the proceeds collected from Williamson County's vending machine contract. The funds may be used to offset the cost of the County Christmas Party. Flowers for the death of an employee. An award or plaque upon retirement for employee recognition. Employee of the Year Awards.

Fund 0507 Radio Communication System (WCRCS) – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

Fund 0508 Williamson County Conservation Fund – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

Fund 0512 School Fund – Royalties for mineral rights are received from the investments sold for the benefit of various county school districts. The funds are held in trust and distributed to the school districts as directed by the County Judge.

Fund 0515 Appellate Judicial Fund – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

Fund 0516 Unclaimed Juvenile Restitution Fund – Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

Fund 0517 Vehicle Inventory Tax Interest Fund – This fund is used to account for interest earned from the Tax Assessor-Collector's motor vehicle inventory escrow account. Section 23.122 of the Tax Code requires the interest revenue may only be spent to defray the cost of the collection program.

Fund 0520 Juvenile Fee Fund – This fund is used to account for court-ordered fees while a juvenile is on probation. Section 54.061 of the Family Code requires the fees may only be used for juvenile probation or community based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision.

Fund 0543 Fire Code Enforcement Fund – The Commissioners Court adopted a fee schedule on November 17, 2020, per Local Government Code 233.065. The fund is used to account for the fees

related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

Fund 0545 Regional Animal Shelter (WCRAS) – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational costs.

Fund 0546 Regional Animal Shelter Donations (WCRAS) – This fund accounts for WCRAS donations. Many donations are used for a specific purpose. This fund is set up to aid in accounting for the various donations.

Fund 0571 Juvenile Justice Alternative Education Program (JJAEP) Tier II – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

Fund 0636 WC Historical Commission – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

Fund 0777 Project – These funds are set up to account for construction of major capital projects. The majority of the funds are received from Bond Proceeds.

Fund 0852 Avery Ranch Fund – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

Fund 0853 Pearson Place Road District Operating Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0854 Pearson Place Road District Debt Service Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2041.

Fund 0856 Northwoods Road District Debt Service Fund – Northwoods Road District was formed by the Commissioners Court in 2011. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2042.

Fund 0857 Somerset Hills #4 Road District Operating Fund – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0858 Somerset Hills #4 Road District Debt Service Fund – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2045.

Fund 0875 County Sheriff – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

Fund 0876 Local Provider Participation Fund (LPPF) – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

Fund 0882 Fleet Maintenance – This fund is used to account for the maintenance and repair of motor vehicles and related costs.

Fund 0885 Williamson County Benefits Fund – The fund is used to account for the accumulation and allocation of costs associated with the self-funded medical and dental benefit plans.

Fund 0999 Grants – These funds are set up to account for federal, state and private monies provided for the enhancement of programs not fully funded by the County.

Other Funds

Fund 0205 Road & Bridge Special Projects – The fund is set up to account for private road reimbursements. In the early 1990s code allowed for citizens to request Commissioners Court to pay for private road repairs and the landowners along the road to repay thru an assessment. It is not current practice to finance private road repairs. The fund is used to account for the outstanding balances on the various road repairs.

Fund 0399 State Agency Fund – The fund is set up to account for fines and fees collected on behalf of the State. On a monthly and/or quarterly basis the monies are sent to the state. A portion of the fees collected are retained by the county and transferred to the appropriate fund.

Fund 0880 Payroll Fund – The fund is set up to account for payroll liabilities.

CAMPO

Fund 0231 CAMPO Personnel Fund – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

Fund 0831 CAMPO Operating Fund – Effective 10/1/16, the County is the fiscal agent for CAMPO. The fund is set up to account for CAMPO operating activity.

Fund Number	Fund Name	Estimated Fund Balance Fiscal Year 2021-2022	2022-2023 Expense Recommended Budget	2022-2023 Revenue Recommended Budget	Excess (Deficiency) of Revenue/Expense	Projected Fund Balance Fiscal Year 2022/2023
Discuss, consider and take appropriate action on the approval of the following 2022-2023 Budgets:						
0340	Tobacco Fund	$ 8,646,956.00	$ 628,094.00	$ 410,000.00	$ (218,094.00)	$ 8,428,862.00
0350	Law Library Fund	$ 1,109,356.00	$ 200,000.00	$ 280,000.00	$ 80,000.00	$ 1,189,356.00
0364	Pretrial Intervention	$ -	$ 197,200.00	$ 197,200.00	$ -	$ -
0374	County and District Court Technology Fund	$ 109,746.00	$ -	$ 3,680.00	$ 3,680.00	$ 113,426.00
0376	Surplus Elections Contracts Fund	$ 372,650.00	$ 247,248.00	$ -	$ (247,248.00)	$ 125,402.00
0384	Records Archive - County Clerk	$ 4,031,748.00	$ 775,402.00	$ 1,617,000.00	$ 841,598.00	$ 4,873,346.00
0385	County Clerk Records	$ 7,186,871.00	$ 1,164,721.00	$ 1,713,000.00	$ 548,279.00	$ 7,735,150.00
0386	District Clerk - Records Mgmt and Preservation Fund	$ 457,063.00	$ 7,750.00	$ 113,000.00	$ 105,250.00	$ 562,313.00
0387	Records Technology Fund - District Clerk	$ 356,653.00	$ 36,451.00	$ 1,200.00	$ (35,251.00)	$ 321,402.00
0388	Court Records Preservation Fund	$ 782,915.00	$ 135,500.00	$ 5,500.00	$ (130,000.00)	$ 652,915.00
0390	County Wide Records Mgmt and Preservation Fund	$ 593,972.00	$ 151,594.00	$ 28,000.00	$ (123,594.00)	$ 470,378.00
0507	Regional Communication System	$ 597,004.00	$ 1,594,226.00	$ 1,581,680.00	$ (12,546.00)	$ 584,458.00
0545	Regional Animal Shelter Fund	$ -	$ 2,798,522.00	$ 2,798,522.00	$ -	$ -
0546	Regional Animal Shelter Donation Fund	$ 1,159,019.00	$ 148,234.00	$ -	$ (148,234.00)	$ 1,010,785.00
0882	Fleet Maintenance Fund	$ -	$ 4,588,081.00	$ 4,588,081.00	$ -	$ -

Commissioners Court - Regular Session **33.**

Meeting Date: 09/20/2022

FY23 Special Revenue Fund Acknowledgement

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and acknowledge the following 2022-2023 budgets:

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY23 Fund Purpose

FY23 Special Revenue Fund Acknowledgement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 11:30 AM
Form Started By: Ashlie Holladay		Started On: 09/12/2022 11:58 AM
Final Approval Date: 09/15/2022		

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Fund 0378 Election HAVA – The fund was created to account for the rental fees collected from the use of voter equipment purchased with funds from the HAVA grant. The use of these fee revenues includes but is not limited to the maintenance, license fees and upgrades for the voting equipment as well as new equipment, training, storage and other costs associated with the operation and maintenance of the voting systems.

Fund 0380 Judicial Education Probate Court – This fund accounts for fees from all probate, guardianship and mental health court cases filed and is used for the continuing education of the probate judge and staff of the probate court.

Fund 0381 Guardianship – This fund is used to account for the collection of a $20.00 "supplemental court-initiated guardianship fee" required by the State of Texas for support of judiciary guardianship initiated under Section 683 of the Texas Probate Code. The fees are to be used to supplement, not supplant, the compensation of a court-appointed guardian ad litem or attorney ad litem and to fund local guardianship programs for indigent incapacitated persons family members suitable and willing to serve as guardians.

Fund 0382 Specialty Court – Section 121.00 of the Texas Government Code allows the creation of Specialty Court programs. Williamson County has two active programs, The DWI/Drug Court and the Veterans Court. The programs are funded by collection of the court costs of a conviction for certain intoxication and drug related offenses. The fund retains 50% of the total fee to be used exclusively to develop and maintain these two programs. A service fee of 10% is revenue deposited into the General Fund. The remaining 40% of the total fee is sent to the state.

Fund 0384 Records Archive – County Clerk – This fund was established specifically to support the preservation and restoration services performed by the County Clerk in connection with maintaining archived records. These monies support and will be dedicated to assisting County Clerks with maintaining public documents filed before January 1, 1990.

Fund 0385 Records Management and Preservation – County Clerk – This fund is compiled of the fees for records management and preservation services performed by the County Clerk. This fee may be used for specific records preservation and automation projects.

Fund 0386 Records Management and Preservation – District Clerk – This fund is compiled of the fees for records management and preservation services performed by the District Clerk. This fee may be used for specific records preservation and automation projects.

Fund 0387 Records Technology – District Clerk – This fund accounts for money charged when filing suit in a district court. It is designated for the purpose of preservation and restoration services performed in connection with maintaining a district court records archive.

Fund 0388 Court Records Preservation – This fund is used to account for monies collected from fees charged by the County and District Clerks. They are used only to digitize court records and to preserve the records from natural disasters.

Fund 0390 Records Management County Wide – This fund is used to account for monies collected from fees charged by the County and District Clerk. These funds are used Countywide for records management, records management training and for the disposal of large quantities of outdated documents.

Fund 0405 County Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0406 County Attorney Hot Check – This fund is used to account for monies received from fees collected on the payment of hot checks. Expenditures are made for the improvement of the operation of the County Attorney's office.

Fund 0408 District Attorney Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0410 County Sheriff Asset Forfeiture – This fund is used to account for monies received from Federal and State court cases dealing with illegal drug violations. Money is distributed to entities involved in the resolution of the drug case and used for education or equipment needed to enhance law enforcement activities.

Fund 0490 Employee Fund – This fund is used to account for the proceeds collected from Williamson County's vending machine contract. The funds may be used to offset the cost of the County Christmas Party. Flowers for the death of an employee. An award or plaque upon retirement for employee recognition. Employee of the Year Awards.

Fund 0507 Radio Communication System (WCRCS) – This fund is used to account for money collected from governmental entities utilizing the countywide radio communication system. The funds are used for operations and maintenance of the system.

Fund 0508 Williamson County Conservation Fund – This fund was formed by the Williamson County Commissioners Court in December of 2002, as a pro-active approach to providing for conservation of the recovery of endangered species in the Williamson County area.

Fund 0512 School Fund – Royalties for mineral rights are received from the investments sold for the benefit of various county school districts. The funds are held in trust and distributed to the school districts as directed by the County Judge.

Fund 0515 Appellate Judicial Fund – Each county in the Third Court of Appeals is required to establish an Appellate Judicial Fund to assist the court of appeals in the processing of appeals and to defray costs incurred by the county. Fees are assessed for court cases filed in a county court, county court at law, probate court and district courts.

Fund 0516 Unclaimed Juvenile Restitution Fund – Section 54.0482 of the Texas Family Code requires a separate fund to account for unclaimed juvenile restitution. The funds may be spent only for the same purposes as specified for juvenile state aid.

Fund 0517 Vehicle Inventory Tax Interest Fund – This fund is used to account for interest earned from the Tax Assessor-Collector's motor vehicle inventory escrow account. Section 23.122 of the Tax Code requires the interest revenue may only be spent to defray the cost of the collection program.

Fund 0520 Juvenile Fee Fund – This fund is used to account for court-ordered fees while a juvenile is on probation. Section 54.061 of the Family Code requires the fees may only be used for juvenile probation or community based juvenile corrections services or facilities in which a juvenile may be required to live while under court supervision.

Fund 0543 Fire Code Enforcement Fund – The Commissioners Court adopted a fee schedule on November 17, 2020, per Local Government Code 233.065. The fund is used to account for the fees

related to fire code inspections. The funds may be used only for the administration and enforcement of the fire code.

Fund 0545 Regional Animal Shelter (WCRAS) – This fund accounts for the County's percentage share of revenues collected as adoption fees, surrender fees, etc. at the WCRAS. Expenditures are made for the day-to-day operations of the facility. The other regional participants in the shelter share proportionately in the operational costs.

Fund 0546 Regional Animal Shelter Donations (WCRAS) – This fund accounts for WCRAS donations. Many donations are used for a specific purpose. This fund is set up to aid in accounting for the various donations.

Fund 0571 Juvenile Justice Alternative Education Program (JJAEP) Tier II – The Texas Probation Commission provides funding for costs that are reasonable, necessary and directly related to the creation and ongoing operation of a JJAEP to include the purchase of equipment, renovations, or construction. This program is designed to provide an educational setting for students that have been expelled from the public schools. The goal of the program is to reduce delinquency, increase offender accountability, and rehabilitate offenders through a comprehensive, coordinated community-based juvenile probation system.

Fund 0636 WC Historical Commission – The fund is used to account for the monies received from memorial brick sales and donations to the Williamson County Historical Commission. The funds can be used for county historic preservation.

Fund 0777 Project – These funds are set up to account for construction of major capital projects. The majority of the funds are received from Bond Proceeds.

Fund 0852 Avery Ranch Fund – Avery Ranch Road District #1 was formed by the Commissioners Court in 2001. The District issues unlimited tax bonds for the purpose of developing roads in the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2025.

Fund 0853 Pearson Place Road District Operating Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer for construction of the four-lane divided portion of Neenah Avenue within the District. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0854 Pearson Place Road District Debt Service Fund – Pearson Place Road District was formed by the Commissioners Court in 2010. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2041.

Fund 0856 Northwoods Road District Debt Service Fund – Northwoods Road District was formed by the Commissioners Court in 2011. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2042.

Fund 0857 Somerset Hills #4 Road District Operating Fund – Somerset Hills #4 Road District was formed by the Commissioners Court in 2008. The District issues unlimited tax bonds for the purpose of developing roads in the district. The fund is used to reimburse the developer and Williamson County for its share of the costs associated with construction expenses and land dedication for Ronald Reagan Boulevard from Farm to Market Road 2338 to State Highway 195. The District is governed by a Board comprised of the Williamson County Commissioners Court.

Fund 0858 Somerset Hills #4 Road District Debt Service Fund – Somerset Hills Road District was formed by the Commissioners Court in 2008. The fund is used to pay for the long-term debt expenditures for the district. The District is governed by a Board comprised of the Williamson County Commissioners Court. The bonds are scheduled to be paid in full on August 15, 2045.

Fund 0875 County Sheriff – This fund is used to account for jail inmates' purchase of food and toiletry items or other supplies. Expenditures are for the purchase of these items. Any revenue generated may be used for the benefit of the inmate.

Fund 0876 Local Provider Participation Fund (LPPF) – Section 292B of the Texas Health & Safety Code allows Williamson County to create a Local Provider Participation Fund. The county annually sets the rate associated with mandatory provider participation payments from local hospitals. These funds can be spent on certain intergovernmental transfers and indigent care programs as defined by the code.

Fund 0882 Fleet Maintenance – This fund is used to account for the maintenance and repair of motor vehicles and related costs.

Fund 0885 Williamson County Benefits Fund – The fund is used to account for the accumulation and allocation of costs associated with the self-funded medical and dental benefit plans.

Fund 0999 Grants – These funds are set up to account for federal, state and private monies provided for the enhancement of programs not fully funded by the County.

Other Funds

Fund 0205 Road & Bridge Special Projects – The fund is set up to account for private road reimbursements. In the early 1990s code allowed for citizens to request Commissioners Court to pay for private road repairs and the landowners along the road to repay thru an assessment. It is not current practice to finance private road repairs. The fund is used to account for the outstanding balances on the various road repairs.

Fund 0399 State Agency Fund – The fund is set up to account for fines and fees collected on behalf of the State. On a monthly and/or quarterly basis the monies are sent to the state. A portion of the fees collected are retained by the county and transferred to the appropriate fund.

Fund 0880 Payroll Fund – The fund is set up to account for payroll liabilities.

CAMPO

Fund 0231 CAMPO Personnel Fund – This fund is set up to account for payroll expenditures associated with CAMPO county employees.

Fund 0831 CAMPO Operating Fund – Effective 10/1/16, the County is the fiscal agent for CAMPO. The fund is set up to account for CAMPO operating activity.

Fund Number	Fund Name	Estimated Fund Balance Fiscal Year 2021-2022	2022-2023 Expense Recommended Budget	2022-2023 Revenue Recommended Budget	Excess (Deficiency) of Revenue/Expense	Projected Fund Balance Fiscal Year 2022-2023
Discuss, consider and acknowledge the following 2022-2023 Budgets:						
0355	Court Reporter Service Fund	$ 565,700.00	$ 87,361.00	$ 206,400.00	$ 119,039.00	$ 684,739.00
0360	Courthouse Security Fund	$ 524,526.00	$ 252,032.00	$ 292,000.00	$ 39,968.00	$ 564,494.00
0361	JP Security Fund	$ 280,400.00	$ 24,178.00	$ 50,300.00	$ 26,122.00	$ 306,522.00
0367	JP#3 Truancy Program	$ 84,867.00	$ 77,072.00	$ 42,000.00	$ (35,072.00)	$ 49,795.00
0368	JP#2 Truancy Program	$ 110,014.00	$ 44,368.00	$ 6,000.00	$ (38,368.00)	$ 71,646.00
0369	JP#4 Truancy Program	$ 96,463.00	$ 39,777.00	$ 3,000.00	$ (36,777.00)	$ 59,686.00
0370	Alternate Dispute Fund	$ 543,359.00	$ 8,337.00	$ 112,350.00	$ 104,013.00	$ 647,372.00
0372	JP Technology Fund	$ 315,807.00	$ 91,224.00	$ 42,800.00	$ (48,424.00)	$ 267,383.00
0373	JP#1 Truancy Program	$ 66,077.00	$ -	$ 5,700.00	$ 5,700.00	$ 71,777.00
0380	Judicial Education Probate Court Fund	$ 82,413.00	$ 4,000.00	$ 8,300.00	$ 4,300.00	$ 86,713.00

Commissioners Court - Regular Session **34.**

Meeting Date: 09/20/2022

Resolution of Texans Feeding Texans

Submitted For: Ashlie Holladay **Submitted By:** Saira Hernandez, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

Background

The proposed resolution will certify that the county will make a grant of $45,000 to Williamson-Burnet County Opportunities to be used by such organization during October 1, 2022 to September 30, 2023 to provide meals to homebound elderly and/or disabled persons. The resolution also certifies that the county has approved Williamson-Burnet County Opportunities accounting system in relation to the grant requirements. The county has participated in the same grant in prior years. The Williamson County Commissioners Court approved $45,000 funding to Williamson-Burnet County Opportunities' Senior Nutrition program within the FY '23 adopted budget. The Texans Feeding Texans Home-Delivered Meal Grant Program was established to help supplement and extend the applicants current home-delivered meal program for seniors and/or disabled Texans.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 08:55 AM
Form Started By: Saira Hernandez		Started On: 09/14/2022 07:46 AM
Final Approval Date: 09/15/2022		

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2023

A resolution of the County of Williamson (County) Texas certifying that the county has made a grant to Williamson Burnet County Opportunities, dba Opportunities for Williamson & Burnet Counties (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $45,000 to be used between the:

1st of October 2022 and the 30th of September 2023

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 20th day of September, 2022.

_____

Signature of Authorized Official of the County

Bill Gravell Jr., Williamson County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated June 2022

Commissioners Court - Regular Session **35.**

Meeting Date: 09/20/2022

Brushy Creek Regional Utility Authority ARPA Agreement

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and Brushy Creek Regional Utility Authority for Infrastructure improvements to the Underwater Pipeline Replacement Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds. This agreement is a subrecipient grant agreement in the amount of $5 million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brushy Creek Regional Utility Authority Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:31 AM
Form Started By: Julie Kiley		Started On: 09/13/2022 03:40 PM
Final Approval Date: 09/14/2022		

SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND
BRUSHY CREEK REGIONAL UTILITY AUTHORITY
FOR THE UNDERWATER PIPELINE REPLACEMENT PROJECT

WITH FUNDING FROM: (A.L.N. 21.027)
THE AMERICAN RESCUE PLAN ACT (ARPA) (~~C.F.D.A. 21.027~~)

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and Brushy Creek Regional Utility Authority ("SUBRECIPIENT"), (collectively, the "Parties"), and shall be effective on _____, 2022 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLRF FUNDS") authorized the ARPA (C.F.D.A #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLRF FUNDS (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

R-22-08-24-10
BCRUA

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:
This Project will significantly improve reliability of the water supply to the cities of Cedar Park, Leander and Round Rock.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf.

For "drinking water" expenditure category definitions, please see:

https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.
PAYMENT

The COUNTY shall make available an amount of up to **$5,000,000.00 (FIVE MILLION AND NO/100 DOLLARS)** to SUBRECIPIENT from the COUNTY's SLRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
iv. Invoices of all other expenditures
v. Proof of payment of all expenditures

III.
TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

i. Creates a potential threat to health or safety: or
ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV.
AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.
STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

i. Identify and record valid transactions
ii. Record transactions to the proper accounting period in which transactions occurred
iii. Describe transactions in sufficient detail to permit proper classification
iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
v. Adequately identify the source and application of funds of each grant contract
vi. Generate current and accurate financial reports in accordance with contract requirements

VI.
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII.
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX.
EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good condition.

v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition

instructions from the COUNTY.

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov).

XII.
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission ***if required*** by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

Brushy Creek Regional Utility Authority
221 East Main Street
Round Rock, Texas 78664

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 2022

SUBRECIPIENT:

Authorized Signature

Anne K. Burdry
Printed Name

Date: August 24, 2022

APPENDIX A – Scope of Services
&
APPENDIX B – Program or Project Budget/Allowable Expenses

(incorporated herein as if copied in full)

APPENDIX A – Scope of Services

This Underwater Pipeline Replacement project includes the construction of a parallel underwater pipeline that conveys raw water from the BCRUA barge to the Water Treatment Plant. The proposed pipeline will replace an approximately 1,500 feet portion of the Phase 1A, Contract 2 underwater 36-inch diameter ductile iron pipeline that failed in December 2020.

(incorporated herein as if copied in full)

APPENDIX B – Program or Project Budget/Allowable Expenses

Construction cost for Underwater Pipeline Replacement project is budgeted at $5 million.

(incorporated herein as if copied in full)

Commissioners Court - Regular Session **36.**

Meeting Date: 09/20/2022

City of Round Rock ARPA Agreement

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Round Rock for Infrastructure improvements to the Regional Water Supply Segment A Project serving the community for reimbursement under The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding for Water and Wasterwater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) funds. This agreement is a subrecipient grant agreement in the amount of $14 million.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Round Rock ARPA agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:09 AM
Form Started By: Julie Kiley		Started On: 09/15/2022 09:04 AM
Final Approval Date: 09/15/2022		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF ROUND ROCK FOR THE WILLIAMSON COUNTY REGIONAL WATER SUPPLY, SEGMENT A PROJECT

WITH FUNDING FROM: THE AMERICAN RESCUE PLAN ACT (ARPA) (ALN #21.027)

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), political subdivisions of the State of Texas and the City of Round Rock ("SUBRECIPIENT") (collectively, the "Parties"), and shall be effective on _____, 2022 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLRF FUNDS") authorized the ARPA (ALN #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLRF FUNDS (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County,

THEREFORE, the Parties agree as follows:

R-2022-287

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

Infrastructure Project – 5.11 Drinking water: Transmission & Distribution

This water supply project is one of the many future water line segments that will be constructed to meet future needs in Williamson County. Segment A will bring Carrizo-Wilcox Aquifer groundwater and transport it to existing and future customers in the County. This segment extends a waterline along Chandler Road from FM 1660 to State Highway 130.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf.

For "drinking water" expenditure category definitions, please see:

https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.
PAYMENT

The COUNTY shall make available an amount of up to **$14,000,000 (FOURTEEN MILLION AND NO/100 DOLLARS)** to SUBRECIPIENT from the COUNTY's SLRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
iv. Invoices of all other expenditures
v. Proof of payment of all expenditures

III.
TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

i. Creates a potential threat to health or safety: or
ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV.
AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.
STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

i. Identify and record valid transactions
ii. Record transactions to the proper accounting period in which transactions occurred
iii. Describe transactions in sufficient detail to permit proper classification
iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
v. Adequately identify the source and application of funds of each grant contract
vi. Generate current and accurate financial reports in accordance with contract requirements

VI.
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII.
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX.
EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good condition.

v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (ALN #21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov).

XII.
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission ***if required*** by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

City of Round Rock
City Manager
221 E. Main Street
Round Rock, Texas 78664

XVII.
SEVERABILITY

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

KEEP FOR YOUR FILES!

XVIII.
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 2022

SUBRECIPIENT:

_____
Authorized Signature

Craig Morgan, Mayor
Printed Name



Date: August 25, 2022

APPENDIX A – Scope of Services

This Segment A water supply project includes the construction of a waterline along Chandler Creek Road and FM 1660 to State Highway 130 to meet future needs in Williamson County. Segment A will bring Carrizo-Wilcox Aquifer groundwater and transport it to existing and future customers in the County.

APPENDIX B – Program or Project Budget/Allowable Expenses

Construction cost for Segment A water supply project is budgeted at $14 million.

(incorporated herein as if copied in full)

Commissioners Court - Regular Session **37.**

Meeting Date: 09/20/2022

Award of IFB #22IFB137 EMS Medical Supplies to Bound Tree Medical, LLC;

Submitted For: Joy Simonton **Submitted By:** Misty Brooks, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #22IFB137, EMS Medical Supplies, split on a per item basis, to eight (8) responsive bidders: Bound Tree Medical, LLC; Henry Schein, Inc; Life-Assist, Inc; Medline Industries, Inc; QuadMed, Inc; Southern Safety Sales; Stryker; and Texas Medical Technology, LLC.

Background

Award of this solicitation will support the operations of Williamson County Emergency Medical Services. Invitations were sent to 2,177 vendors, 139 vendors viewed the bid with 14 submitting responses. Upon evaluation, the following were the lowest and best bidders:

- Bound Tree Medical, LLC
- Henry Schein, Inc
- Life-Assist, Inc
- Medline Industries, Inc
- QuadMed, Inc
- Southern Safety Sales
- Stryker; and
- Texas Medical Technology, LLC

The list of award recommendation bid items and the tabulation list for the vendors above are attached. The end user reviewed and approved the attached items. The contract term is twelve (12) months, starting 10/01/2022 and ending 09/30/2023. Expenditures for these items will be charged between 01.0100.0540.003307, 01.0100.054.003107, and 01.0100.0540.003200. Funding was approved for the FY23 budget. Legal, Contract Audit, and Budget have approved. The Department point of contact is Kirk Becker.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Tabulation Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/15/2022 09:03 AM
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:01 AM
Form Started By: Misty Brooks		Started On: 09/02/2022 04:53 PM
Final Approval Date: 09/15/2022		

22IFB137-EMS MEDICAL SUPPLIES

Vendor	Items
8 Koi	*No award*
Bound Tree	*1,2,4,5,6,9,10,11,12,13,14,15,16,17,18,21,22,23,24,25,27,39,46,49,51,53,63,66,69,78,81,83,84,85,87,88,89,91,98,100,101,104,105,108,114,119,120,124,127,128,129,130,131,132,134,140,141,142,144,145,146,147,150,154,157,158,160,161,164,165,166,167,168,169,174,182,183,192,196,197,199,203,208,209,212,218,221,224,228,234,238,245,249,253,254,255,258,259,260,261,262,264,276,277,281,283,288,289,290,292,293*
Buyer's Point	*No award*
CBS DME & Medical Supplies	*No award*
Digital Ally	*No award*
Henry Schein	*3,19,20,26,34,41,42,43,44,45,47,48,62,68,70,74,75,93,106,109,110,111,113,126,139,149,163,178,190,195,200,202,204,205,213,214,225,230,231,232,233,236,244,248,250,256,257,263,280,282,284,285,286,287*
Life Assist	*31,33,38,50,57,58,59,60,61,72,76,77,86,90,103,107,112,115,123,137,143,148,151,152,153,156,162,175,177,179,180,193,194,201,210,220,223,226,227,229,237,239,240,241,246,247,278,279*
McKesson Medical-Surgical Government Solutions, LLC	*No award*
Medline Industries	*1,30,52,64,65,71,121,122,138,191,207,235,243*
Pacific Star Corporation	*No award*
QuadMed	*7,54,55,56,82,92,94,95,96,97,99,133,135,136,155,185,186,187,188,189,198,206,211,222*
Southern Safety Sales	*32,40,67,79,80,219*
Stryker	*116,117,118,170,171,172,173,176,181,184,215,216,217,267,268,269,270,271,272,273,274,275*
Texas Medical Technology	*73*
No Bid Awarded	*8,28,29,35,36,37,102,125,159,242,251,252,265,266,291*

HX – History
DEL – Delivery
DNMS – Did Not Meet Specs
NBA – No Bid Accepted
KVT - Keep Vendor Together

ITEM NUMBER		8 KOI	BOUND TREE	BUYER'S POINT	CBS DME & MEDICAL SUPPLIES	DIGITAL ALLY	HENRY SCHEIN	LIFE ASSIST	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS	MEDLINE INDUSTRIES	PACIFIC STAR CORPORATION	QUADMED	SOUTHERN SAFETY SALES	STRYKER	TEXAS MEDICAL TECHNOLOGY
	Items	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost	TotalCost
1	"BAND-AID" BRAND ADHESIVE BANDAGES ; 3/4" X 3" FLEXIBLE FABRIC W/ NON-STICK PAD. (30 to 50 per box)	$0.1060	**$0.0095**	No Bid	$0.1000	No Bid	$ 0.0121	$ 0.074	$0.0185	$1.3700	$0.1463	$0.2102	No Bid	No Bid	$0.1862
2	"M.A.D." INTRANASAL DEVICE WITHOUT SYRINGE (DEVICE ONLY)	$ 9.7944	**$ 3.53**	No Bid	$13.0000	No Bid	$ 6.75	$6.5000	$7.7912	$9.2200	$8.9400	$ 4.64	No Bid	No Bid	$12.5900
3	1 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.	$ 0.2305	$0.1400	No Bid	$0.2000	No Bid	**$ 0.075**	$ 0.15	0.0698DNMS	$1.3900	$0.1770	$0.1558	No Bid	No Bid	$0.5868
4	10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.	No Bid	**$ 0.09**	No Bid	$0.1600	No Bid	$ 0.13	$ 0.12	$2.4770	No Bid	$0.1500	$0.1343	No Bid	No Bid	$4.1555
5	LARGE BIOHAZARD INFECTION WASTE BAGS	$0.8683	**$ 0.09**	No Bid	$0.4333	No Bid	$ 0.22	$ 0.24	$0.5619	$1.3900	$0.3900	$ 0.6845	No Bid	No Bid	$0.5852
6	4 X 4 STERILE GAUZE	$ 0.1564	**$0.0143**	No Bid	$0.1500	No Bid	$ 0.065	$0.0900	$0.0985	$0.0341	$0.1900	$0.0747	No Bid	No Bid	$0.1450
7	4" X 4" NON-STERILE SPONGES 8 PLY	No Bid	$0.0165	No Bid	$0.0300	No Bid	$ 0.01315	$ 0.02495	$0.0283	$0.1250	$0.0300	**$0.0128**	No Bid	No Bid	$0.0410
8	ACETAMINOPHEN , 500MG PER TABLET/CAPLET. LOOKING FOR 12 TO 24 COUNT BOTTLES.	**NO BID ACCEPTED**													
9	ADENOCARD 6mg / 2ml (VIALS ONLY)	$ 7.973	**$2.1700**	No Bid	No Bid	No Bid	$ 2.43	$ 4.65	No Bid	$ 5.29	No Bid	No Bid	No Bid	No Bid	No Bid
10	AFRIN NASAL SPRAY (OXYMETAZOLINE HYDROCHLORIDE 0.05%). LOOKING FOR 1/2 oz. BOTTLES	$13.6000	**$ 1.28**	No Bid	No Bid	No Bid	$ 1.85	$ 1.35	$ 7.46	$8.2600	$18.5100	No Bid	No Bid	No Bid	$13.1600
11	AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1 #8201030	$31.1780	**$ 12.95**	No Bid	No Bid	No Bid	$ 13.98	$ 13.25	$17.0500	$14.5000	$33.7400	$14.2857	No Bid	No Bid	$13.1300
12	AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 1.5 #8211030	$31.1780	**$ 12.95**	No Bid	No Bid	No Bid	$ 13.98	$ 13.25	$17.0500	$14.3900	No Bid	$14.2857	No Bid	No Bid	$13.1300
13	AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2 #8202030	$31.1780	**$ 12.95**	No Bid	No Bid	No Bid	$ 13.98	$ 13.25	$17.0500	$14.5000	$33.7400	$14.2857	No Bid	No Bid	$13.1300
14	AIRWAY: I-GEL SUPRAGLOTTIC, SIZE 2.5 #8225030	$31.1780	**$ 12.95**	No Bid	No Bid	No Bid	$ 13.98	$ 13.25	$17.0500	$14.5000	$33.7400	$14.2857	No Bid	No Bid	$13.1300
15	AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 3 #8703030	$ 21.4276	**$ 21.50KVT**	No Bid	No Bid	No Bid	$ 23.57	$ 21.99	$28.4100	$34.5100	$61.4680	$23.8095	No Bid	No Bid	$ 13.13DNMS
16	AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 4 #8704030	$51.9633	**$ 21.50KVT**	No Bid	No Bid	No Bid	$ 23.57	$ 21.99	$28.4100	$30.6100	$61.4680	$23.8095	No Bid	No Bid	$ 13.13DNMS
17	AIRWAY: RESUS I-GEL O2 SUPRAGLOTTIC, SIZE 5 #8705030	$ 21.8676	**$ 21.50KVT**	No Bid	No Bid	No Bid	$ 23.57	$ 21.99	$28.4100	$30.9100	$61.4680	$23.8095	No Bid	No Bid	$ 13.13DNMS
18	ALBUTEROL 0.083 % UNIT DOSE (30-50 DOSES PER BOX)	$ 0.212	**$0.1152**	No Bid	No Bid	No Bid	$ 0.129	$0.2250	$0.1736	$0.3523	No Bid	No Bid	No Bid	No Bid	$0.4658
19	ALCOHOL PREP PADS @ 200 PER BOX	$ 0.0075	$0.0099	$ 0.007	$0.0175	No Bid	**$ 0.0062**	$0.0077	$0.4713	$0.1400	$0.2690	$0.0077	No Bid	No Bid	$0.0105
20	AMIODARONE (or GENERIC - Bidder to specify which) 150MG / 3ML VIALS (w/ Benzyl Alcohol) IN DARK COLORED VIALS/BOTTLES TO PROTECT FROM LIGHT. NO AMPULES ACCEPTED	$ 2.4888	$1.8060	No Bid	No Bid	No Bid	**$ 1.74**	No Bid	No Bid	$11.1300	No Bid	No Bid	No Bid	No Bid	No Bid
21	ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS.	$0.0248	**$0.0192**	No Bid	No Bid	No Bid	$ 0.025	$0.0222	$1.1300	$1.6800	$1.5300	$0.0338	No Bid	No Bid	$1.6300
22	ASSURE PRISM BLOOD GLUCOSE TEST STRIPS (BOTTLES OF 50)	$ 0.5666	**0.159KVT**	No Bid	$12.5000	No Bid	$ 0.198	$0.1900	$0.3680	$0.1552	$0.6192	$0.2321	No Bid	No Bid	$0.6748
23	ASSURE PRISM MULTI BLOOD GLUCOSE METER (ONLY)	$11.6600	**0.0000KVT**	No Bid	$12.5000	No Bid	$0.0000	$5.6000	$6.4400	$ 12.25	$18.7900	$6.3095	No Bid	No Bid	$14.0100
24	CASE FOR ASSURE BLOOD GLUCOSE METER	No Bid	**0.0000KVT**	No Bid	$10.0000	No Bid	$0.0000	$0.0000	No Bid	$ 3.57	$15.0000	$2.2500	No Bid	No Bid	No Bid
25	ASSURE PRISM MULTI CONTROL SOLUTION, L1 AND L2	$12.9500	**$ 7.09KVT**	No Bid	$12.0000	No Bid	$ 9.36	$8.9000	$10.3000	$5.0317	$28.1600	$6.2619	No Bid	No Bid	$20.7200
26	ATROPINE 8MG/20ML MULTIDOSE VIAL	$ 52.267	$41.7900	No Bid	No Bid	No Bid	**$ 13.46**	$31.5000	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$97.1900
27	ATROVENT (IPRATROPIUM BROMIDE) - BIDDER TO SPECIFY WHICH: 0.02 % IN 2.5 ML UNIT DOSE	$ 0.2544	**$0.1200**	No Bid	No Bid	No Bid	$ 0.1232	$0.2266	$0.1863	$0.3367	No Bid	No Bid	No Bid	No Bid	$12.9400
28	BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VELCRO ATTACHMENTS	**NO BID ACCEPTED**													
29	BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of an adult coffin board)	**NO BID ACCEPTED**													
30	BACK BOARDS (PLASTIC) -ADULT - 72" L x (min.)16"W. W/ ADULT AND (MIN. OF 6) CHILD STRAPPING LOCATIONS. CONCAVE SHAPE PREFERRED. W/O SPEED CLIPS. W/ LARGE GLOVE COMPATABLE HANDHOLDS;	No Bid	$ 135.08	No Bid	No Bid	No Bid	$ 151.14	$150.0000	No Bid	**$ 118.84**	No Bid	$176.5000	No Bid	No Bid	No Bid
31	BACKBOARD RESTRAINT STRAPS: TWO PIECE, 5 ft, LIMITED USE POLYPROPYLENE WOVEN MATERIAL, W/ PLASTIC SIDE RELEASE BUCKLE. W/ PERMANENT STOP ON END OF STRAP TO PREVENT IT FROM COMING OFF OF THE BUCKLE. (ORANGE)	No Bid	$ 1.85	No Bid	No Bid	No Bid	$ 1.63	**$ 1.45**	No Bid	$16.8700	No Bid	$1.8928	No Bid	No Bid	$191.4200
32	BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, INFANT, WITH O2 TUBING (LATEX FREE) AMBU SPUR REQUIRED	No Bid	$ 12.68	No Bid	No Bid	No Bid	$ 11.38	$ 12.75	$13.6708	No Bid	$25.4800	$13.8554	**$ 8.12**	No Bid	$17.9700
33	BED PANS, FRACTURE STYLE	$ 5.3695	$ 0.97	No Bid	$2.5000	No Bid	$ 1.02	**$ 0.95**	$ 1.34	$ 0.8DMNS	$1.5250	$1.7317	No Bid	No Bid	$1.4200
34	BENADRYL (DIPHENHYDRAMINE) 50 MG / 1ML VIALS	$ 1.4208	$5.7600	No Bid	No Bid	No Bid	**$ 0.99**	$1.2000	$1.3060	$2.4000	No Bid	No Bid	No Bid	No Bid	$3.2156
35	BENADRYL LIQUID: 12.5MG/5ML. LOOKING FOR 30 TO 60CC BOTTLES.	**NO BID ACCEPTED**													
36	BENADRYL TABLETS, 25MG PER TABLET. LOOKING FOR 12 TO 24 COUNT BOTTLES	**NO BID ACCEPTED**													

HX – History
DEL – Delivery
DNMS – Did Not Meet Specs
NBA – No Bid Accepted
KVT - Keep Vendor Together

ITEM NUMBER		8 KOI	BOUND TREE	BUYER'S POINT	CBS DME & MEDICAL SUPPLIES	DIGITAL ALLY	HENRY SCHEIN	LIFE ASSIST	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS	MEDLINE INDUSTRIES	PACIFIC STAR CORPORATION	QUADMED	SOUTHERN SAFETY SALES	STRYKER	TEXAS MEDICAL TECHNOLOGY
	Items	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**
37	Betadine Solution (10% Povidone Iodine) 1/2oz BOTTLES ONLY	**NO BID ACCEPTED**													
38	BLANKET, READY-HEAT INFANT WARMING COCOON	$27.2000	$ 14.78	No Bid	No Bid	No Bid	$ 15.41	**$13.8500**	$ 16.15	$39.0200	$33.4400	$ 2.48DNMS	No Bid	No Bid	$44.7500
39	BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE: NAVY (Send Sample)	No Bid	**$ 3.69**	No Bid	No Bid	No Bid	No Bid	No Bid	$6.4025	$ 6.47	No Bid	$7.8048	No Bid	No Bid	2.4816DNMS
40	BLANKETS - DISPOSABLE, YELLOW. Approximate 50" X 84" size. (Send sample) GRAHAM MEDICAL #53382 VisiBlanket PREFERED	No Bid	$ 1.86HX	No Bid	No Bid	No Bid	$ 1.86	No Bid	$4.0980	$5.6436	No Bid	$ 1.92	**$ 1.57**	No Bid	$8.3117
41	BLOOD PRESSURE CUFF, ADULT: MABIS style	$52.5800	$ 6.32	No Bid	$30.0000	No Bid	**$ 5.24**	$ 7.3	$26.2800	$17.5000	$83.7200	$28.8554	No Bid	No Bid	$34.3160
42	BLOOD PRESSURE CUFF, CHILD: MABIS style	$54.1500	$ 6.41	No Bid	$58.0000	No Bid	**$ 5.06**	$ 7.3	$47.1300	$ 18.49	$64.2300	$32.7831	No Bid	No Bid	No Bid
43	BLOOD PRESSURE CUFF, INFANT: MABIS Style	$54.5500	$ 6.41	No Bid	$35.0000	No Bid	**$ 4.92**	$7.3000	$54.6500	$ 18.55	$65.0300	$33.4268	No Bid	No Bid	No Bid
44	BLOOD PRESSURE CUFF, LARGE ADULT: MABIS Style	$53.2000	$ 6.41	No Bid	$30.0000	No Bid	**$ 5.44**	$ 8.15	$27.5300	$ 20.01	$57.6900	$37.1585	No Bid	No Bid	$34.3160
45	BLOOD PRESSURE CUFF, THIGH: MABIS Style	$65.0900	$ 6.72	No Bid	$45.0000	No Bid	**$6.0000**	$ 7.75	$19.6000	$28.3300	$40.8200	$43.2435	No Bid	No Bid	$71.2200
46	BULB SYRINGE 2 OZ, STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL ASPERATION IN NEWBORNS AND INFANTS.	$1.8070	**$ 0.35**	No Bid	$1.7500	No Bid	$ 0.62	$ 0.75	$1.1500	$1.0200	$1.0990	$0.4878	No Bid	No Bid	$0.8932
47	BURETROL SET WITH 1 ULTRASITE INJECTION SITE B-Braun 375111 ONLY (NO SUBS)	$ 13.9995	$ 5.42	No Bid	$13.0000	No Bid	**$ 5.11**	No Bid	$5.9180	No Bid	$16.7220	No Bid	No Bid	No Bid	$9.0145
48	BURN SHEET 60" X 90" (DYNAREX 3520) or (MEDSOURCE MS-BS0033)	$6.2216	$ 1.87	No Bid	$3.0000	No Bid	**$ 1.86**	$ 1.99	$2.0600	$3.6500	$3.2500	$1.8800	No Bid	No Bid	$4.0060
49	CALCIUM CHLORIDE 10%, 1gm/10ml VIAL SINGLE DOSE UNIT	$61.6280	**$11.5980**	No Bid	$24.0000	No Bid	$28.3100	$ 11.15DNMS	No Bid	$22.4490	No Bid	No Bid	No Bid	No Bid	$11.8230
50	CAVI WIPES, DISINFECTANT WIPES: TUB (13-5100 ONLY NO SUB)	$10.9966	$11.0300	$ 0.27DNMS	$14.0000	No Bid	$9.9200	**$7.5500**	$11.1000	$ 9.02	$14.6200	$ 10.0361DNMS	No Bid	No Bid	6.8475HX/DEL
51	CHEST SEALS VENTED H-VENT hvs01 ONLY (NO SUB)	$ 17.7728	**$ 10.58**	No Bid	$16.0000	No Bid	No Bid	$15.0000	9.1156DNMS	No Bid	No Bid	$17.8928	No Bid	No Bid	$17.9700
52	CHLORAPREPS FREPP APPLICATOR 1.5ML	$ 36.1015	$ 1.05	No Bid	No Bid	No Bid	No Bid	No Bid	$ 22.98	**$ 0.94**	$ 1.2962	No Bid	No Bid	No Bid	No Bid
53	CID - MULTI GRIP, ROUND, DISPOSABLE - ADULT SIZE	No Bid	**$ 3.73**	No Bid	No Bid	No Bid	$ 3.75	$3.9000	No Bid	$7.8600	$14.0500	$ 4.09	No Bid	No Bid	No Bid
54	CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual wrapped	$ 1.3625	$ 0.26	No Bid	$1.0000	No Bid	$0.2400	$0.3300	$0.6700	$0.4700	$1.5240	**$ 0.2480HX**	No Bid	No Bid	$0.4229
55	CPAP DELUXE MASK LARGE (MERCURY MEDICAL 10-571-03) (NO SUBS)	No Bid	No Bid	No Bid	No Bid	No Bid	$28.4700	No Bid	No Bid	$41.9780	$55.3620	**$24.4819**	No Bid	No Bid	$48.9740
56	CPAP DELUXE MASK SMALL/CHILD (MERCURY MEDICAL 10-571-05) (NO SUBS)	No Bid	No Bid	No Bid	No Bid	No Bid	$ 23.35	No Bid	No Bid	No Bid	$77.2440	**$18.0602**	No Bid	No Bid	$48.9740
57	CPAP FLOWSAFE II EZ ADULT SMALL KIT (MERCURY MEDICAL 10-573-19) (NO SUBS)	$ 87.716	No Bid	No Bid	No Bid	No Bid	$57.4000	**$54.4000**	$ 63.43	$137.3220	$143.2780	$59.0481	No Bid	No Bid	$160.2100
58	CYANIDE ANTIDOTE KIT (such as CYANOKIT): HYDROXOCOBALAMINE BASED KIT	$1,493.9400	$ 1,136.42	No Bid	No Bid	No Bid	$ 1,230.66	**$999.0000**	$ 1,188.36	No Bid	No Bid	No Bid	No Bid	No Bid	$1,541.6300
59	DEXAMETHASONE 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	$ 1.9744	$1.5000	No Bid	No Bid	No Bid	$ 1.65	**$ 1.11**	$1.8396	$5.4700	$2.3330	No Bid	No Bid	No Bid	$2.6440
60	DEXTROSE 10%, 10 GM PER 100ML, in 250ML BAGS	$8.8145	$ 2.52	No Bid	No Bid	No Bid	$ 3.04	**$2.4000**	$ 2.74	$10.7140	No Bid	No Bid	No Bid	No Bid	$10.7422
61	DILTIAZEM 25MG/5ML REFRIGERATED VIALS	$9.8410	$3.6330	No Bid	No Bid	No Bid	$ 3.57	**$ 3.415**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$13.7820
62	DISPENSING PIN, MICRO PIN; FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPERED VIALS. LUER LOCK CONNECTOR. LATEX FREE: B. BRAUN # 519-415019 ONLY	$ 0.5017	$ 0.34	No Bid	No Bid	No Bid	**$0.3000**	No Bid	$ 0.23DNMS	$ 0.36	No Bid	No Bid	No Bid	No Bid	No Bid
63	DISPOSABLE SICKNESS (EMESIS) BAG, MEDLINE INDUSTRIES # NON70600 @ 25 per package NON LATEX OR CURAPLEX 1071-10208	No Bid	**$.34HX**	No Bid	$1.4000	No Bid	$0.4400	$0.3400	$1.3004	$ 0.44HX	$0.8300	$0.5200	No Bid	No Bid	$0.4520
64	DROPERIDOL 5MG/2ML VIALS	$24.3880	$11.3676	No Bid	No Bid	No Bid	$11.4800	No Bid	No Bid	**$9.0640**	No Bid	No Bid	No Bid	No Bid	$10.7800
65	DRUG CASE, PELICAN #1550EMS ORANGE HARD SIDED; INCLUDING CLEAR POCKETS W/ MULTI POCKET ELASTIC POUCHES ATTACHED TO LID TO STORE CONTENTS. SIZE = 20.5"L x 16.75"W x 8.5"D (OUTSIDE DIMENSIONS). COLOR = ORANGE.	$661.9000	$ 291.38	No Bid	$650.0000	No Bid	No Bid	$270.0000	$437.6900	**$268.0000**	$722.0800	$341.0256	No Bid	No Bid	$312.6700
66	EASY CAP EtCO2 DETECTOR, ADULT	No Bid	**$ 8.62**	No Bid	$12.0000	No Bid	$ 9.14	$8.9000	$13.3600	$11.3400	$19.3300	$9.8452	No Bid	No Bid	$15.8000
67	ECG ELECTRODES, PEDI; 10/PKG. AMBU BLUE SENSOR SP (REF: SP-OO-S/10) (Non-Latex)	$0.6560	$0.1990	No Bid	$0.8000	No Bid	$ 0.222	$ 0.29	No Bid	0.1415DNMS	$0.8280	$0.3095	**$ 0.179**	No Bid	$0.5200
68	EMERGENCY BANDAGE, MILITARY STYLE "ISRALIE": 4 INCH (GREEN PACKAGING) DYNAREX 3683	$ 6.4116	$ 2.78	No Bid	$5.2500	No Bid	**$ 2.77**	$ 3.05	$0.0000	$6.2200	$3.5750	$ 3.58HX	No Bid	No Bid	$7.0560
69	EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 QUART" (NOT THE 500/700 CC BASINS)	No Bid	**$ 0.64**	No Bid	No Bid	No Bid	$ 0.74	No Bid	$54.6900	$0.9272	$2.4540	$ 0.97	No Bid	No Bid	$0.6766
70	EMS SHEARS with SAFETY BANDAGE TIP 7 1/2" (no shorter) (Black or Blue handle only)	$2.3700	$ 0.68HX	No Bid	No Bid	No Bid	**$ 0.62**	$ 0.79HX	$0.7900	$2.1700	$3.5900	$ 0.68	No Bid	No Bid	$2.3000
71	EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (NEEDLELESS)	No Bid	$7.7000	No Bid	No Bid	No Bid	$11.6700	$7.0250	No Bid	**$6.8300**	No Bid	No Bid	No Bid	No Bid	$8.6830
72	EPINEPHRINE 1:1000 1MG/1ML (VIAL ONLY), AMPULES NOT ACCEPTED.	$ 24.2136	$17.5700	No Bid	No Bid	No Bid	$ 19.94	**$ 16.25**	$27.1000	$16.8404	No Bid	No Bid	No Bid	No Bid	$391.7300

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ITEM NUMBER		8 KOI	BOUND TREE	BUYER'S POINT	CBS DME & MEDICAL SUPPLIES	DIGITAL ALLY	HENRY SCHEIN	LIFE ASSIST	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS	MEDLINE INDUSTRIES	PACIFIC STAR CORPORATION	QUADMED	SOUTHERN SAFETY SALES	STRYKER	TEXAS MEDICAL TECHNOLOGY
	Items	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**
73	ESMOLOL 10MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	$ 6.552	$8.3300	No Bid	No Bid	No Bid	$4.6300	No Bid	$16.0300	$11.3000	No Bid	No Bid	No Bid	No Bid	**$3.2448**
74	ET TUBE INTRODUCER, FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 15fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)	No Bid	$ 4.54	No Bid	No Bid	No Bid	**$ 4.42**	No Bid	$9.8200	$4.6700	No Bid	$5.9523	No Bid	No Bid	No Bid
75	ET TUBE INTRODUCER: FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 10fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)	No Bid	$ 5.24	No Bid	No Bid	No Bid	**$ 4.42**	No Bid	$ 9.82	No Bid	No Bid	$4.7619	No Bid	No Bid	No Bid
76	ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO SUBSTITUTES)	No Bid	$ 2.67	No Bid	No Bid	No Bid	$ 2.68	**$ 2.55**	No Bid	No Bid	No Bid	$2.9761	No Bid	No Bid	No Bid
77	ET TUBE; CUFFED, SIZES - 6.0, 7.5, & 8.0mm (LATEX FREE)	No Bid	$ 1.36	No Bid	No Bid	No Bid	$ 0.88	**$ 0.87**	No Bid	$1.5100	$5.4260	$ 0.89	No Bid	No Bid	No Bid
78	ET TUBE; UNCUFFED, SIZE RANGES - 3.0,3.5,4.0,4.5,5.0 & 5.5mm (LATEX FREE)	No Bid	**$0.5000**	No Bid	No Bid	No Bid	$ 0.64	$ 0.81	No Bid	No Bid	$6.1260	$ 0.89	No Bid	No Bid	No Bid
79	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE: INFANT AND PEDI. (AMBU: MINI PERFIT ACE 000281106) NO SUB	$15.7000	$5.0000	No Bid	No Bid	No Bid	$ 4.16	$5.2000	$6.6800	No Bid	$19.3500	$5.5833	**$ 3.65**	No Bid	No Bid
80	EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE - ADJUSTABLE: ADULT (AMBU: PERFIT ACE 000281000) NO SUB	$15.7000	$5.0000	No Bid	No Bid	No Bid	$ 4.16	$5.2000	$6.6800	No Bid	$19.3500	$5.5833	**$ 3.65**	No Bid	No Bid
81	FENTANYL: 0.05MG/ML IN 2ML vials (total 100mcg. per vials) (VIALS ONLY)	$ 1.9408	**$ 1.56**	No Bid	No Bid	No Bid	$ 1.97	$4.5600	$2.7340	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
82	FERNO CODE 1 PEDI Bag w/ pouches, RED	No Bid	$ 162.30DNMS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$ 270.99DNMS	$ 922.43DNMS	**$ 189.75**	No Bid	No Bid	$ 450.00DNMS
83	FERNO AIRWAY Mgmt/TRAUMA BAGS. Red	No Bid	**$ 267.56**	No Bid	No Bid	No Bid	$ 317.37	$299.0000	$458.6600	$404.2600	$988.6800	$310.5769	No Bid	No Bid	$561.6000
84	GLOVES, POWDER FREE-CHLOROPRENE, NEOPRO EC: SIZES: X-TRA SMALL THRU XX-TRA LARGE (Must be MICROFLEX Brand, no substitution allowed)	$0.3111	**$ 0.22**	$ 0.16DNMS	$ 0.14DNMS	No Bid	$ 0.234	$ 0.24	$0.2476	$0.3300	$ 0.132DNMS	No Bid	No Bid	No Bid	$0.4020
85	GLUCAGEN (GLUCAGON) AS A BOXED SET W/ 1 MG VIAL (POWDER) AND 1ML VIAL STERILE WATER FOR RECONSTITUTION (BEDFORD LABS NDC 55390-004-01)	$474.3200	**$ 173.53**	No Bid	No Bid	No Bid	$ 223.39	$185.0000	$ 220.94	$38.4DNMS	No Bid	No Bid	No Bid	No Bid	No Bid
86	HALDOL (HALOPERIDOL); 5MG/ML IN 1 ML VIALS (VIALS ONLY)	$ 1.3336	$ 1.04	No Bid	No Bid	No Bid	$1.1000	**$ 0.29**	$1.1332	$5.5810	No Bid	No Bid	No Bid	No Bid	$2.8268
87	HALO CHEST SEALS (2 PACK)	No Bid	**$13.7200**	No Bid	No Bid	No Bid	$22.9600	$ 16.25	$ 18.68	$ 15.53	$41.6900	$21.5238	No Bid	No Bid	$31.9500
88	HAND SANITIZER, ANTISEPTIC TOWELETTES W/ 0.5% CHLOROXYLENOL (VIONEX, by METREX ONLY) reorder # 10-1510 NO SUBSTITUTIONS	$ 0.2756	**$ 0.06**	No Bid	$0.3400	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.4284
89	HAND SANITIZER, PURELL INSTANT LIQUID (with Moisturizer) by GOJO, IN 2 OZ. BOTTLES ONLY (not 4 oz.) NO SUBSTITUTIONS	$1.9495	**$ 1.24**	No Bid	$2.0000	No Bid	No Bid	No Bid	$ 0.98DNMS	No Bid	$1.9050	$1.9615	No Bid	No Bid	$4.8000
90	I.V. ADMIN. SET 15 GTT. WITH UNIVERSAL SPIKE, TWO ULTRASITE INJECTION SITES, AND SPIN-LOCK CONNECTOR. approx. 80-100" LENGTH (Latex Free) B-Braun # US1150 ONLY (NO SUBS)	$4.3700	$ 2.17	No Bid	No Bid	No Bid	$ 2.22	**$ 1.85**	$ 2.33	$3.8602	$9.7100	No Bid	No Bid	No Bid	$7.7900
91	I.V. ADMIN. SET 60 GTT W/ 1 ULTRASITE INJECTION SITE (Latex Free)	No Bid	**$1.0000**	No Bid	No Bid	No Bid	$ 1.53	$1.6000	No Bid	$ 4.45	No Bid	$4.8171	No Bid	No Bid	No Bid
92	I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)	No Bid	$ 1.34	No Bid	No Bid	No Bid	$ 1.33	$1.5000	$1.7000	$3.8678	$ 2.1258	**$1.2498**	No Bid	No Bid	$3.6154
93	I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)	No Bid	$ 1.34	No Bid	No Bid	No Bid	**$ 1.33**	$1.5000	$2.8450	$3.8678	$ 2.1258	$1.4166	No Bid	No Bid	$3.9028
94	I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)	No Bid	$ 1.34	No Bid	No Bid	No Bid	$ 1.33	$1.5000	$ 1.7018	$3.8678	$ 2.1258	**$1.2498**	No Bid	No Bid	No Bid
95	I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)	No Bid	$ 1.34	No Bid	No Bid	No Bid	$ 1.33	$1.5000	$ 1.7018	$3.8678	$ 2.1258	**$ 1.2498**	No Bid	No Bid	No Bid
96	I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)	No Bid	$ 1.34	No Bid	No Bid	No Bid	$ 1.33	$1.5000	$ 1.7018	$3.8678	$ 2.1258	**$ 1.2498**	No Bid	No Bid	No Bid
97	I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)	No Bid	$ 1.34	No Bid	No Bid	No Bid	$ 1.33	$1.5000	$ 1.7018	$3.8678	$ 2.1258	**$ 1.2498**	No Bid	No Bid	No Bid
98	I.V. CATHETER, CURAPLEX CLEARSAFE COMFORT: SIZES FROM 14ga. THRU 24ga.	No Bid	**$ 1.27**	No Bid	No Bid	No Bid	$1.3300	No Bid	$1.6096	$2.6104	No Bid	$ 1.597	No Bid	No Bid	No Bid
99	I.V. CATHETER: 14ga X 5.25"; SUBCLAVIAN/PARICARDIOCENTESIS NEEDLE	No Bid	$ 18.25	No Bid	No Bid	No Bid	$ 17.63	No Bid	$19.7550	2.6104DNMS	No Bid	**$8.3333**	No Bid	No Bid	No Bid
100	I.V. INJECTION SITE TUBING, with REMOVEABLE ULTRASITE INJECTION SITE; 7"-10" LENGTH; LARGE BORE (PREFERRED: B-BRAUN 352244 ONLY) (Latex Free)	$ 2.2175	**$ 1.22**	No Bid	No Bid	No Bid	$ 1.32	$ 1.25	$ 1.3038	$2.6104	$2.5800	$1.2692	No Bid	No Bid	No Bid

HX – History
DEL – Delivery
DNMS – Did Not Meet Specs
NBA – No Bid Accepted
KVT - Keep Vendor Together

ITEM NUMBER		8 KOI	BOUND TREE	BUYER'S POINT	CBS DME & MEDICAL SUPPLIES	DIGITAL ALLY	HENRY SCHEIN	LIFE ASSIST	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS	MEDLINE INDUSTRIES	PACIFIC STAR CORPORATION	QUADMED	SOUTHERN SAFETY SALES	STRYKER	TEXAS MEDICAL TECHNOLOGY
	Items	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**
101	I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags. (Not any type of Blood Pressure cuff)	$20.2180	**$ 6.54**	No Bid	No Bid	No Bid	$ 7.09	$15.7500	$9.4820	$ 9.47	No Bid	$9.3571	No Bid	No Bid	No Bid
102	INFECTION ISOLATION KIT, UNI-SIZE WITH LONG SLEEVED PERSONAL PROTECTIVE GOWN, N-95 TYPE MASK (universal size), HEAD BOUFFANT, SHOE COVERS, AND INFECTIOUS WASTE BAG IN A PROTECTIVE BAG OR POUCH. (COMMERCIAL KIT) (CITY OF BIRMINGHAM KIT)	**NO BID ACCEPTED**													
103	INSTANT GLUCOSE 15 GRAMS (TUBE ONLY, NO TEAR OPEN POUCHES)	$4.8400	$ 3.12	No Bid	$6.0000	No Bid	$ 4.05	**$2.5000**	$4.0667	$6.1864	$5.5130	$3.1927	No Bid	No Bid	$8.0933
104	INSTANT ICE PACKS 6" X 9" (approximate therapeutic time - 20min)	$0.9342	**$ 0.36**	No Bid	$1.1000	No Bid	$ 0.65	$ 0.61	$0.9417	$0.8000	$1.1346	$0.5604	No Bid	No Bid	$1.7475
105	IRRIGATION CAP WOUND SHIELD (662209)	No Bid	**$3.3000**	No Bid	No Bid	No Bid	$ 4.18	No Bid	$ 3.96	$5.7000	$ 8.6612	No Bid	No Bid	No Bid	$4.8992
106	K Y JELLY .09 OZ FOIL PACK	No Bid	$0.0459	No Bid	No Bid	No Bid	**$ 0.04**	$ 0.05	$0.1024	$0.0595	$0.1800	$0.0749	No Bid	No Bid	$0.1997
107	KENDRICK EXTRICATION DEVICE, such as FERNO MODEL 125	$338.2000	$ 66.41	No Bid	No Bid	No Bid	$ 63.68	**$55.0000**	$196.7300	$97.7800	$371.1800	$ 59.95	No Bid	No Bid	$112.1600
108	KETAMINE: 500MG/10ML VIALS	$ 11.127	**$6.3900**	No Bid	No Bid	No Bid	$ 8.14	No Bid	$7.5000	No Bid	No Bid	No Bid	No Bid	No Bid	3.1617DNMS
109	KETOROLAC 60MG/2ML VIAL	$ 2.3676	$3.7300	No Bid	No Bid	No Bid	**$ 1.37**	$6.2000	1.12DNMS	$3.4200	No Bid	No Bid	No Bid	No Bid	$3.7900
110	KING VISION REUSABLE DISPLAY (KVISO1)	$2,426.2400	$1,111.1000	No Bid	No Bid	No Bid	**$ 1,055.55**	$1,145.0000	1041.7DNMS	$2,441.1500	$2,179.5700	$1,265.0602	No Bid	No Bid	No Bid
111	KING VISION VIDEO CHANNELED BLADES, # 3 (Ref. KVL03C)	$66.6640	$ 42.29	No Bid	No Bid	No Bid	**$ 38.88**	$40.5000	$44.9900	$60.1500	$85.7170	$44.2160	No Bid	No Bid	$98.3900
112	LACTATED RINGERS 1000ML BAG	$4.1117	$ 2.95	No Bid	No Bid	No Bid	$ 3.45	**$ 2.75**	$3.0258	$4.4000	No Bid	No Bid	No Bid	No Bid	$5.9767
113	LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET RETRACTION AFTER USE (Surgilance One-Step safety lancet SLN 240100 {ORANGE}) - NO SUBSTITUTIONS	$ 0.1349	$ 0.08	No Bid	No Bid	No Bid	**$ 0.0727**	$ 0.0925	$0.0936	$0.1675	No Bid	$0.0992	No Bid	No Bid	$0.1008
114	LARYNGOSCOPE BLADE AND HANDLE DISPOSABLE MILLER 0 (TRULITE) (NO SUBS)	No Bid	**$9.1900**	No Bid	No Bid	No Bid	$ 19.30UTI	No Bid	15.199DNMS	2.757DNMS	No Bid	No Bid	No Bid	No Bid	8.4296DNMS
115	LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML; PFS (NEEDLELESS)	$ 3.388DNMS	$ 4.82	No Bid	No Bid	No Bid	$ 4.97	**$4.5000**	No Bid	$6.0130	No Bid	No Bid	No Bid	No Bid	No Bid
116	LUCAS 2 STABILIZATION STRAP (4 PACK) (#11576-000037)	No Bid	$ 91.15	No Bid	No Bid	No Bid	No Bid	No Bid	$75.1150	$119.8175	$137.7000	$131.7073	No Bid	**$63.2700**	$115.6100
117	LUCAS 2: MANUAL CPR DEVICE, SUCTION CUPS (PHYSIO CONTROL BRAND #11576-000047 ONLY)	No Bid	$ 38.67	No Bid	No Bid	No Bid	No Bid	$39.5000	$42.2675	$52.3900	$67.8740	$48.7708	No Bid	**$35.5933**	$53.6358
118	LUCAS 2: PATIENT STRAP - 3 PACK (#11576-000051)	No Bid	$ 84.21	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$121.1333	$164.2060	$120.6097	No Bid	**$77.2667**	$116.4000
119	MAGILL FORCEPS, ADULT	$17.2700	**$ 3.54**	No Bid	No Bid	No Bid	$ 4.46	$ 4.15	$21.1960	$6.6625	$12.5126	$ 3.88	No Bid	No Bid	$14.4283
120	MAGILL FORCEPS, PEDI	$17.2700	**$ 2.89**	No Bid	No Bid	No Bid	$ 4.46	$ 4.15	$13.0000	$6.6567	$11.3200	$ 3.88	No Bid	No Bid	$14.1783
121	MAGNESIUM SULFATE, 1 GM VIALS	No Bid	$ 2.12	No Bid	No Bid	No Bid	$2.3000	No Bid	No Bid	**$1.8568**	No Bid	No Bid	No Bid	No Bid	No Bid
122	MALE URINAL, PLASTIC	$3.5100	$ 0.57	No Bid	$1.2500	No Bid	$ 0.45	$0.6500	$3.5400	**$0.4117**	$ 0.525	$1.2195	No Bid	No Bid	$1.8483
123	METHYLPREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH STERILE WATER DILUENT (SELF CONTAINED UNIT)	$ 11.7444	$ 9.34	No Bid	No Bid	No Bid	$ 11.14	**$8.6000**	$9.9780	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
124	MULTI TRAUMA DRESSING 10" X 30"	$ 4.8968	**$ 0.85**	No Bid	No Bid	No Bid	$ 0.98	$ 1.05	$6.0300	$1.7508	$3.5920	$ 0.94	No Bid	No Bid	No Bid
125	N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH requirements for Tuberculosis protection.	**NO BID ACCEPTED**													
126	NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEEDLELESS)	$49.1070	$ 23.68	No Bid	No Bid	No Bid	**$ 17.88**	$ 33.99	No Bid	$34.9060	No Bid	No Bid	No Bid	No Bid	No Bid
127	NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)	No Bid	**$ 0.27**	No Bid	No Bid	No Bid	$0.4800	$ 0.28	$0.4360	$0.3362	$ 0.5772	$ 0.285	No Bid	No Bid	$0.9900
128	NASAL CANNULA, PEDI (LATEX FREE)	$ 2.4636	**$ 0.27**	No Bid	No Bid	No Bid	$ 0.47	$ 0.57	$15.8760	$0.7158	$2.3570	$ 0.38	No Bid	No Bid	$2.1620
129	NASOPHARYNGEAL AIRWAYS, SIZE RANGES - #14, 16, 18, 20, 22, 24, 26, 28, 30, 32, & 36 (non sterile, w/o expiration dates) ROUSH BRAND #'s 123114 THRU 123136 (Latex Free)	$ 0.341DNMS	**$ 1.54**	No Bid	No Bid	No Bid	$ 2.06	$ 2.18	$13.6342	$7.0380	No Bid	$2.1428	No Bid	No Bid	No Bid
130	NEBULIZER "T" CONNECTOR: WITH (1) - 22MM ID END and (2) - 22MM OD ENDS. (INTERSURGICAL # 1982000) (NO SUB)	No Bid	**$1.2000**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$1.3845	No Bid	No Bid	No Bid	No Bid	$1.7495
131	NEBULIZER W/ MASK - ADULT SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free) (INTERSURGICAL 14836000) NO SUB	No Bid	**$ 0.76**	No Bid	No Bid	No Bid	No Bid	$1.1000	No Bid	No Bid	No Bid	$ 2.88	No Bid	No Bid	$5.2320
132	NEBULIZER W/ MASK - CHILD SIZE TEE PIECE ENDS MUST HAVE CONNECTORS OF 22MM OD AND 22MM ID. NEEDS TO BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. (Latex Free) (INTERSURGICAL 14846000) NO SUB	No Bid	**$ 0.87**	No Bid	No Bid	No Bid	No Bid	$1.9000	No Bid	No Bid	No Bid	$ 2.09	No Bid	No Bid	$5.2560

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	Items	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**
133	NEBULIZER: INDIVIDUAL WRAPPED ITEM. MUST BE CAPABLE OF NEBULIZING FROM UPRIGHT (VERTICLE) POSITION AND ANGLED UP TO 90 DEGREES. INTERSURGICAL #15016000 PREFERRED. (NO SUB)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$ 0.97**	No Bid	No Bid	No Bid
134	NEBULIZER: SUPERSET CATHETER MOUNT W/ DOUBLE SWIVEL ELBOW AND PORT (INTERSURGICAL # 3509031) (NO SUB)	No Bid	**$1.8400**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$ 3.29	No Bid	No Bid	$2.6932
135	NEEDLE, 21ga. X 1.5"; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE (NO SUBSTITUTION)	No Bid	$ 0.33	No Bid	No Bid	No Bid	$ 0.268	$ 0.27	$0.4138	$0.5298	$0.4690	**$0.2559**	No Bid	No Bid	$0.3442
136	NEEDLE, 25ga. X 5/8": LUER LOCK, W/BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE	No Bid	$ 0.13DNMS	No Bid	No Bid	No Bid	$ 0.268	$ 0.27	$ 0.4138	$0.9972	$ 0.289	**$0.2619**	No Bid	No Bid	$0.5324
137	NEOTECH MECONIUM ASPIRATOR, DISPOSABLE (CAT# N0101)	$6.3150	$ 4.39	No Bid	No Bid	No Bid	$5.6900	**$ 4.15**	$ 4.791	$7.7700	$14.7470	$4.6144	No Bid	No Bid	$14.7188
138	NITRO -BID FOILPAKS: NDC 0168-0326-08	$4.0078	$ 2.65	No Bid	No Bid	No Bid	$ 2.97	$2.4000	$2.8377	**$2.3719**	No Bid	No Bid	No Bid	No Bid	$4.1517
139	NITRO TABLETS, 0.4mg @ 25 per bottle. EACH BOTTLE TO BE INDIVIDUALLY PACKAGED SO AS TO BE IDENTIFIED WHEN OPENED.	$ 14.5304	$0.4100	No Bid	No Bid	No Bid	**$ 0.16**	$0.6880	$0.4816	No Bid	No Bid	No Bid	No Bid	No Bid	$1.4492
140	NITROGLYCERIN IN D5W, 25MG/250ML GLASS BOTTLE	$36.3783	**$ 19.77**	No Bid	No Bid	No Bid	$ 23.22	No Bid	$26.3750	$37.5950	No Bid	No Bid	No Bid	No Bid	No Bid
141	NON REBREATHER MASK (TOTAL) ADULT, WITH RESERVOIR & TUBING (LATEX FREE) (NO EXPIRATION DATE)	No Bid	**$ 0.71**	No Bid	No Bid	No Bid	$ 0.95	$0.9000	$1.6360	$1.9400	$1.6856	$0.8428	No Bid	No Bid	$1.5686
142	NON REBREATHER MASK, PEDI; WITH RESERVOIR AND TUBING (LATEX FREE) (NO EXPIRATION DATE)	No Bid	**$ 0.65**	No Bid	No Bid	No Bid	$ 1.48	$ 1.29	$ 2.1706	$ 1.94	No Bid	$1.1190	No Bid	No Bid	$1.5450
143	NOREPINEPHRINE 0.1%: 4MG/4ML (VIALS ONLY, NO AMPULES ACCEPTED)	$18.5670	$23.6000	No Bid	No Bid	No Bid	$ 11.65	**$ 8.35**	$14.7690	$15.7260	No Bid	No Bid	No Bid	No Bid	No Bid
144	NORMAL SALINE, 0.9%: PREFILLED SYRINGE. 10ML VOLUME IN 10ML SYRINGE (LUER LOCK)	$0.6807	**$ 0.36HX/DEL/KVT**	No Bid	No Bid	No Bid	$ 0.4394	$ 0.35	$0.4244	$ 0.33	No Bid	No Bid	No Bid	No Bid	$0.4515
145	NORMAL SALINE, 100 CC BAGS	$3.5123	**$ 2.23HX/DEL/KVT**	No Bid	No Bid	No Bid	$ 2.52	$2.0000	$ 2.27875	$2.6214	$10.2500	No Bid	No Bid	No Bid	$2.9088
146	NORMAL SALINE, 1000 CC BAGS	$ 3.5575	**$ 2.88HX/DEL/KVT**	No Bid	No Bid	No Bid	$ 3.38	$ 2.85	$4.8271	$6.3279	$11.6870	No Bid	No Bid	No Bid	$7.5167
147	NORMAL SALINE, 500 CC BAGS	$4.1471	**$ 2.87HX/DEL/KVT**	No Bid	No Bid	No Bid	$ 3.38	$ 2.95	$ 4.0725	$ 8.68	$10.5500	No Bid	No Bid	No Bid	$7.8000
148	NOSE CLIP PLASTIC	$ 1.8048	$0.4762	No Bid	No Bid	No Bid	$ 0.2765	**$ 0.27**	$1.4329	$2.9800	$1.1120	$0.2979	No Bid	No Bid	$2.1853
149	OB KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MOTION MEDICAL DISTRIBUTING (stock # 1736) ONLY, NO SUBSTITUTIONS.	No Bid	No Bid	No Bid	No Bid	No Bid	**$ 10.79**	No Bid	No Bid	No Bid	$ 20.55	No Bid	No Bid	No Bid	No Bid
150	ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50,60,70, 80, 90 & 100 mm (Latex Free)	No Bid	**$0.1600**	No Bid	No Bid	No Bid	$ 0.24	$ 0.17	$18.0100	$0.4320	$5.9600	$ 0.23	No Bid	No Bid	$3.0417
151	OXYGEN, PRESSURE REGULATOR FOR "D" SIZE TANK, 0-25 LPM CONSTANT FLOW - STANDARD BARB; W/ 1 STANDARD DISS OUTLET WITH CHECK VALVE, BRASS CORE FOR REDUCED WEIGHT; WITH PROTECTED CONTENTS GUAGE; WITH 5 YEAR OR LONGER WARRANTY.	No Bid	$27.0900	No Bid	No Bid	No Bid	$ 26.78	**$25.5000**	No Bid	No Bid	No Bid	$26.4457	No Bid	No Bid	No Bid
152	OXYGEN: "D" CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)	No Bid	$1.8200	No Bid	No Bid	No Bid	$ 4.26	**$ 1.65**	$14.8300	$6.7700	No Bid	$1.9156	No Bid	No Bid	$8.3200
153	OXYGEN: "K" CYLINDER REGULATOR WRENCH, ALUMINUM, (w/ slotted mounting holes)	No Bid	$7.6100	No Bid	No Bid	No Bid	$ 7.24	**$ 6.79**	No Bid	No Bid	No Bid	$7.4268	No Bid	No Bid	No Bid
154	OXYGEN: FLOW METER; REPLACEMENT OXYGEN TREE - PLASTIC	No Bid	**$0.2800**	No Bid	No Bid	No Bid	$ 0.24UTI	$ 0.49	No Bid	$0.6000	No Bid	$ 0.54	No Bid	No Bid	No Bid
155	OXYGEN: PRECISION FLOW CONTROL VALVE/ FIXED FLOW RATE SETTINGS; (O-25 LPM) with PREATTACHED MALE QUICK CONNECT FITTING W/ 1/8" MALE PIPE FOR AMBULANCE WALL MOUNTING (NOT FLOW TUBE).	No Bid	67.71DNMS	No Bid	No Bid	No Bid	$ 50.45	No Bid	$ 113.19DNMS	No Bid	No Bid	**$36.5476**	No Bid	No Bid	No Bid
156	OXYGEN: PRESSURE REGULATOR, HIGH FLOW W/1 STANDARD DISS OUTLET WITH CHECK VALVE; FOR "K" - SIZE OXYGEN TANKS ON TRUCKS.	No Bid	No Bid	No Bid	No Bid	No Bid	$ 61.12UIT	**$43.0000**	No Bid	No Bid	No Bid	$71.8902	No Bid	No Bid	No Bid
157	OXYGEN QUICK CONNECT OHMEDA, (PRECISION MEDICAL 2114)	No Bid	**$19.5600**	No Bid	No Bid	No Bid	$ 21.53	No Bid	$ 24.01	No Bid	$52.3800	$22.0853	No Bid	No Bid	No Bid
158	OXYGEN: SUPPLY TUBING, UNIVERSAL (APPROX. 7 feet length)	No Bid	**$0.3500**	No Bid	No Bid	No Bid	$ 0.39	$ 0.37	$28.8500	$0.5100	$0.8580	$ 0.44	No Bid	No Bid	$0.8700
159	PARA SHIELD FACE SHIELD WITH MASK	**NO BID ACCEPTED**													
160	PATIENT RESTRAINTS LEG, POSEY 2791Q	$46.6400	**$ 15.44**	No Bid	No Bid	No Bid	$30.8500	No Bid	$ 21.34	$ 30.15	$33.5400	$35.6265	No Bid	No Bid	$ 26.25

ITEM NUMBER		8 KOI	BOUND TREE	BUYER'S POINT	CBS DME & MEDICAL SUPPLIES	DIGITAL ALLY	HENRY SCHEIN	LIFE ASSIST	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS	MEDLINE INDUSTRIES	PACIFIC STAR CORPORATION	QUADMED	SOUTHERN SAFETY SALES	STRYKER	TEXAS MEDICAL TECHNOLOGY
	Items	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**
161	PATIENT RESTRAINTS WRIST, POSEY 2790Q	$34.8000	**$ 15.45**	No Bid	No Bid	No Bid	$30.8500	No Bid	$ 21.05	$ 29.22	$ 33.54	$35.5783	No Bid	No Bid	$ 25.89
162	PEEP DISPOSABLE DIVERTER, to fit O-TWO Medical SMART O2 Bag (O-TWO# 17MP7020-cs)	$3.0360	$1.8990	No Bid	No Bid	No Bid	$ 1.77	**$ 1.65**	$2.4150	No Bid	$3.1810	$1.7831	No Bid	No Bid	$4.9820
163	PEEP, DISPOSABLE VALVE WITH INTEGRAL FILTER: 30MM FEMALE FITTING & ADJUSTABLE RANGE 0-20 cm H2O @ 12 PER BOX (Allied HCP #520073)	No Bid	$ 3.11	No Bid	No Bid	No Bid	**$2.5000**	No Bid	No Bid	$5.5358	No Bid	$3.5903	No Bid	No Bid	No Bid
164	PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT.	$2.8917	**$ 0.64**	No Bid	$2.8333	No Bid	$ 0.72HX	$ 0.72	$2.6283	$0.7300	$ 3.183	$1.0150	No Bid	No Bid	$1.6117
165	PHILIPS EtCO2 ADULT SENSOR, NON-INTUBATED, M2526A	$ 33.218	**$ 8.25**	No Bid	No Bid	No Bid	No Bid	$10.0000	No Bid	No Bid	No Bid	$ 6.7195DNMS	No Bid	No Bid	No Bid
166	PHILIPS EtCO2 PEDI SENSOR, NON INTUBATED; M2524A	$ 30.8728	**$ 8.98**	No Bid	No Bid	No Bid	$15.9000	$11.0000	No Bid	No Bid	No Bid	$ 6.3414DNMS	No Bid	No Bid	No Bid
167	PHILIPS EtCO2 SENSOR, ADULT/PEDI INTUBATED; M1920	$ 17.5592	**$ 7.13**	No Bid	No Bid	No Bid	$ 10.73	$ 9.95	$11.4600	$38.1100	No Bid	$ 7.6829dnms	No Bid	No Bid	No Bid
168	PHILIPS EtCO2 SENSOR, NEONATE/INFANT INTUBATED M1923	No Bid	**$ 11.85**	No Bid	No Bid	No Bid	No Bid	$19.7000	No Bid	$ 48.33	No Bid	$20.2146	No Bid	No Bid	No Bid
169	PHILIPS HEARTSTART FR-2+ AED, REPLACEMENT BATTERY	No Bid	**$ 104.77**	No Bid	No Bid	No Bid	No Bid	No Bid	$122.2000	No Bid	No Bid	$169.5121	No Bid	No Bid	No Bid
170	LIFEPAK AC POWER CORD 11140-000015	$129.1300	$ 74.61	No Bid	No Bid	No Bid	$ 71.65	No Bid	$ 80.19	$106.1400	$139.9800	$354.5122	No Bid	**$ 67.64**	$105.1900
171	TEST LOAD FOR USE W/LIFEPAK 21330-001365	$170.9400	$ 98.01	No Bid	No Bid	No Bid	$ 93.87	No Bid	$105.3000	$139.2600	$202.0200	$111.3614	No Bid	**$ 62.05**	$132.2300
172	CHEST LEAD ECG CABLE SET 11111-000022	$191.9000	$ 140.02	No Bid	No Bid	No Bid	$ 136.39	$144.0000	$152.6500	$201.6400	$193.6000	$160.8554	No Bid	**$ 128.44**	$193.8800
173	LIMB LEAD ECG CABLE SET W/ TRUNK CABLE 11111-000018	$476.1000	$ 346.97	No Bid	No Bid	No Bid	$ 338.05	$350.0000	$378.7300	$499.6400	$443.3800	$398.8072	No Bid	**$ 318.44**	$481.2000
174	ECG 100MM CHEMICAL THERMAL PAPER (red) 11240-000016	No Bid	**$ 1.61**	No Bid	No Bid	No Bid	$ 1.95	No Bid	No Bid	No Bid	$18.9150	$10.3780	No Bid	$9.5000	No Bid
175	PULSE OX ADAPTER CABLE RAINBOW 11171-000037	$331.1800	$198.6300	No Bid	No Bid	No Bid	$ 84.27	**$83.0000**	$217.3900	$286.9900	$378.4800	$91.4634	No Bid	$ 183.16	$362.4400
176	RAINBOW PULSE OX REUSABLE ADULT 11171-000049	$777.3200	$565.0000	No Bid	No Bid	No Bid	$ 589.88	$550.0000	$618.3100	$815.4700	$723.8800	$640.2439	No Bid	**$520.6000**	$810.1200
177	RAINBOW PULSE OX REUSABLE PEDI 11171-000050	$856.2600	$905.0500	No Bid	No Bid	No Bid	$ 617.97	**$540.0000**	$681.1100	$898.2600	$797.4100	$670.7317	No Bid	$ 573.04	$892.8000
178	PULSE OX SPO2 REUSABLE ADULT FINGER CLIP 2501 M-LNCS (2712-25010)	No Bid	$ 172.39	No Bid	No Bid	No Bid	**$ 113.63**	No Bid	$322.0600	$162.5000	$368.8200	$180.7228	No Bid	$244.7200	No Bid
179	SpO2 DISPOSABLE SENSOR: Pedi. 11171-000040	$20.9060	$ 15.15	No Bid	No Bid	No Bid	$112.3600	**$ 12.25**	$16.6300	$21.9420	$19.4690	$13.4146	No Bid	$14.5160	No Bid
180	PHILIPS MRX: Q-CPR REPLACEMENT ADHESIVE PADS	No Bid	$ 9.33DNMS	No Bid	No Bid	No Bid	No Bid	**$ 2.03**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
181	THERAPY CABLE FOR MFP 11113-00004	No Bid	$ 360.61	No Bid	No Bid	No Bid	$ 351.39	$365.0000	No Bid	$520.0300	No Bid	$415.9397	No Bid	**$ 332.12**	No Bid
182	MULTI FUNCTION PADS, ADULT 11996-000091	$30.5000	**$ 9.21**	No Bid	No Bid	No Bid	$ 16.49	$ 25.75	$27.5400	No Bid	$34.1000	$ 17.25	No Bid	$31.1600	No Bid
183	MULTI FUNCTION PADS, PEDI 11996-000093	$67.0800	**$ 9.24**	No Bid	No Bid	No Bid	$ 16.49	$31.0000	$33.3300	$41.8700	$70.0700	$ 18.25	No Bid	$37.2400	No Bid
184	NIBP CABLE STRAIGHT HOSE 21300-008147	$134.9800	$ 73.37	No Bid	No Bid	No Bid	$ 71.48UTI	No Bid	$ 80.19	$106.1400	$106.3700	$84.7108	No Bid	**$ 67.64**	$123.8300
185	PHILIPS NBP, ADULT NON-DISPOSABLE: SIZE RANGE 25-35CM	$ 8.181DNMS	$ 35.31	No Bid	No Bid	No Bid	No Bid	$ 24.75	$15.1000	$9.028DNMS	No Bid	**$14.4578**	No Bid	No Bid	No Bid
186	PHILIPS NBP, INFANT NON-DISPOSABLE: SIZE RANGE 10-19CM	$ 178.39	$ 20.03	No Bid	No Bid	No Bid	No Bid	$ 20.95	$ 25.11	$8.864DNMS	No Bid	**$9.9024**	No Bid	No Bid	No Bid
187	PHILIPS NBP, LARGE ADULT NON-DISPOSABLE: SIZE RANGE 33-47CM	$ 9.229DNMS	$ 35.31	No Bid	No Bid	No Bid	No Bid	$25.5000	$ 25.11	$9.93DNMS	No Bid	**$21.3414**	No Bid	No Bid	No Bid
188	PHILIPS NBP, PEDI NON-DISPOSABLE: SIZE RANGE 18-26CM	No Bid	$35.3100	No Bid	No Bid	No Bid	No Bid	$22.4000	$ 15.14	8.968DNMS	No Bid	**$11.1927**	No Bid	No Bid	No Bid
189	PHILIPS NBP, THIGH NON-DISPOSABLE: SIZE RANGE 46-66CM	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$ 33.48	10.62DNMS	No Bid	**$27.3780**	No Bid	No Bid	No Bid
190	PILLOW CASES, DISPOSABLE - PAPER COVERED PATIENT SIDE W/ FLUID RESISTANT BARRIER	$ 0.22	$0.4300	No Bid	$1.7500	No Bid	**$ 0.1959**	$ 0.235	$0.2376	$0.2631	$0.3800	$0.5290	No Bid	No Bid	$0.3283
191	PILLOWS, DISPOSABLE: 21" X 27" HEAVY WEIGHT. (such as Medline NON2439322 or thicker) Send sample.	No Bid	$ 2.78	No Bid	$11.0000	No Bid	No Bid	No Bid	$0.8053DNMS	**$2.6567**	No Bid	$ 5.25	No Bid	No Bid	$4.6192
192	PROVIDINE IODINE PREP PADS	$ 0.0075DNMS	**$ 0.03**	No Bid	$2.0000	No Bid	$ 0.0372	$0.0400	$0.0359	$0.0417	$0.0380	$0.0365	No Bid	No Bid	$0.0511
193	QUANTUM ACR4 CHILD RESTRAINT	No Bid	No Bid	No Bid	No Bid	No Bid	$688.5000	**$655.0000**	No Bid	No Bid	No Bid	$748.7804	No Bid	No Bid	$ 292.20DNMS
194	QUIKCLOT COMBAT GAUZE: 3" X 4 YARD - "Z" fold packages	$40.0200	$ 33.66	No Bid	No Bid	No Bid	$ 32.94	**$31.5000**	$38.6500	$42.4300	$74.6600	$36.1686	No Bid	No Bid	$58.6800
195	RAZOR, GALLANT PREPARATION: CONTOURED HANDLE, Platium coated Stainless Steel Blade	No Bid	$0.4000	No Bid	No Bid	No Bid	**$ 0.35**	$ 0.363	$0.4250	$0.6351	$ 0.4264	$0.3951	No Bid	No Bid	$0.9170
196	REGLAN (METOCLOPRAMIDE); 5MG/ML IN 2ML VIALS 10mg in 2ml vial(VIALS ONLY)	$ 1.5228	**$ 1.34**	No Bid	No Bid	No Bid	$1.8200	No Bid	$1.4012	$1.4488	No Bid	No Bid	No Bid	No Bid	$1.5264
197	RESTRAINTS SOFT POSEY 2510 (NO SUB)	$6.1400	**$2.0000**	No Bid	No Bid	No Bid	$4.1500	$ 3.75	$ 2.93	$4.0700	$5.2100	$5.4800	No Bid	No Bid	$3.9000
198	RING CUTTER	$29.5800	$ 5.87	No Bid	No Bid	No Bid	$ 4.93	$ 6.15	$29.1800	$11.7800	$35.7100	**$4.8717**	No Bid	No Bid	$13.5200
199	ROCHESTER CURVED FORCEPS 8.50" (2812-80994)	$ 13.9132	**$ 4.16**	No Bid	No Bid	No Bid	No Bid	No Bid	$11.0676	$38.2900	$ 11.794	$6.5384	No Bid	No Bid	$20.4720

HX – History
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ITEM NUMBER		8 KOI	BOUND TREE	BUYER'S POINT	CBS DME & MEDICAL SUPPLIES	DIGITAL ALLY	HENRY SCHEIN	LIFE ASSIST	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS	MEDLINE INDUSTRIES	PACIFIC STAR CORPORATION	QUADMED	SOUTHERN SAFETY SALES	STRYKER	TEXAS MEDICAL TECHNOLOGY
	Items	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**
200	ROCURONIUM BROMIDE: 10MG/ML IN 10ML VIALS. REFRIGERATED.	$ 10.925	$ 8.05	No Bid	No Bid	No Bid	**$ 4.85**	$12.4000	$8.6910	$10.1250	No Bid	No Bid	No Bid	No Bid	No Bid
201	SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 10fr, 12FR and 18FR. (w/o expiration date). (Latex Free) NOT LEVIN TUBE!	No Bid	$ 1.96	No Bid	No Bid	No Bid	$ 1.84	**$1.8000**	$2.0840	$8.8002	$ 2.078	$2.4400	No Bid	No Bid	No Bid
202	SCALPEL, RETRACTABLE SAFETY STYLE WITH #11 BLADE (DYNAREX #4161)	$ 1.642	$ 0.84	No Bid	$1.5000	No Bid	**$ 0.75**	$ 0.777	$0.9490	$1.0020	$1.0500	$0.8974	No Bid	No Bid	$1.7980
203	SCOOP STRETCHER: FERNO MODEL 65	$901.7300	**$ 348.63**	No Bid	No Bid	No Bid	$546.5000	$540.0000	$717.2900	$705.7500	No Bid	$ 643.39	No Bid	No Bid	$1,330.8000
204	SHARPS CONTAINER - 5 QUART, KENDALL SHARPS-A-GOTOR, POINT OF USE: SHARPS CONTAINMENT SYSTEM (#4838)	No Bid	$ 4.62	No Bid	No Bid	No Bid	**$ 4.49**	No Bid	$5.1100	$ 4.08DNMS	$ 5.56DNMS	4.44HX/DEL	No Bid	No Bid	$47.1800
205	SHARPS CONTAINER HIDDEN BRACKET W/ INDIVIDUAL KEY - TO FIT KENDALL, SHARPS-A-GATOR SYSTEM: (#4841-HK)	No Bid	$ 6.08	No Bid	No Bid	No Bid	**$ 5.84**	$11.5000	No Bid	$ 10.05DNMS	$ 6.638DNMS	$6.2073	No Bid	No Bid	$21.2300
206	SHARPS SHUTTLE, FOR USE IN MED KIT.	$6.9700	$ 1.38	No Bid	No Bid	No Bid	$ 1.44	$ 1.65	$4.2400	$4.6000	$6.8400	**$ 1.36**	No Bid	No Bid	$5.4400
207	SODIUM BICARB. 8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK PFS	$ 7.37DNMS	$16.1000	No Bid	No Bid	No Bid	$ 18.21	$28.6250	$17.3940	**$11.3000**	No Bid	No Bid	No Bid	No Bid	No Bid
208	SOFT TIP SUCTION CATHETERS; SIZES 6FR, 8FR, 10, 12, 14FR, 16 & 18FR.	No Bid	**$ 0.13**	No Bid	No Bid	No Bid	$ 0.25	$ 0.27	$ 0.294	$0.3874	$ 2.9149	$0.3333	No Bid	No Bid	No Bid
209	SPLINT, MULTI-PURPOSE EMERGENCY.WATERPROOF, MALLEABLE POLYVINYL/ALUMINUM CONSTRUCTION, WASHABLE, REUSEABLE, X-RAY TRANSLUCENT. 36" (ORIGINAL SAM SPLINT REQUIRED)	No Bid	**$ 4.98**	No Bid	No Bid	No Bid	$ 7.11	$ 6.95	$9.8600	$16.0500	$21.4000	$8.7349	No Bid	No Bid	No Bid
210	SPLINT, PELVIC BINDER - SAM PELVIC SLING II	No Bid	$ 65.32	No Bid	No Bid	No Bid	$ 59.17	**$57.5000**	$68.2400	No Bid	$107.6400	$62.6506	No Bid	No Bid	$99.6800
211	SPLINTS 9", PADDED I.V. ARM BOARD	No Bid	$ 1.09	No Bid	No Bid	No Bid	$ 0.82	$ 0.47	$8.2900	$3.2300	$ 1.4037	**$0.4146**	No Bid	No Bid	$1.3205
212	SPONGE HEMOSTATIS XSTAT-12 (REVMEDX RVMFIN-0001-02)	No Bid	**$ 61.25**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$ 35.61UTI	No Bid	No Bid	No Bid	No Bid	No Bid
213	STERILE WATER FOR IRRIGATION, not INJECTION: 250 CC BOTTLES BAXTER 2F7112 (NDC # 0338-0004-02)	No Bid	$ 2.91	No Bid	No Bid	No Bid	**$ 1.42**	$ 2.55	$3.1783	$6.9700	No Bid	No Bid	No Bid	No Bid	$8.0425
214	STETHOSCOPE DUAL HEAD, GENERIC	No Bid	$3.4400	No Bid	No Bid	No Bid	**$ 2.23**	$3.5000	$4.7300	$5.7700	$6.0600	$2.8048	No Bid	No Bid	$7.2400
	STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; CHEST HARNESS STRAP w/ SHOULDER STRAPS. BOTH SIDES OF CHEST HARNESS STRAPS MUST BE ADJUSTABLE. (BLACK). CONSISTS OF THE ITEMS BELOW.														
215	STRYKER 6500001401	$46.8600	$ 28.34	No Bid	No Bid	No Bid	No Bid	No Bid	$37.2800	No Bid	$47.2700	No Bid	No Bid	**$30.32KVT**	$ 69.17
216	STRYKER 6500001402	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$38.89KVT**	$ 57.96
217	STRYKER 6500001403	No Bid	$ 48.26	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$ 40.28KVT**	$ 59.92
218	STRETCHER REPLACEMENT STRAP FOR STRYKER POWER PRO; TO SECURE WAIST AND FEET/LEGS. 2 PIECE, MINIMUM 80" EXTENDED LENGTH. (BLACK)	No Bid	**$ 8.12**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
219	STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" (Like the Taylor E-Force or Curaplex XPS)	No Bid	$ 1.88	No Bid	$2.2500	No Bid	$2.6100	$ 1.58	$1.9700	$2.0000	$2.8100	$ 1.957	**$ 1.66HX/DEL**	No Bid	$2.4240
220	STRETCHER SHEET, FLAT TOP W/ POLY BACKING FOR FLUID BARRIER; DISPOSABLE: APPROX. 40" X 90" .	No Bid	$ 0.48	No Bid	$50.0000	No Bid	$2.4400	**$ 0.41**	$2.0572	$0.4868	$0.9214	$ 0.495	No Bid	No Bid	$0.6248
221	STRETCHER, FLEXABLE: GRAHAM MEDICAL MEGA-MOVER MINIMUM 800 LB. WEIGHT CAPACITY	No Bid	**$ 13.13**	No Bid	No Bid	No Bid	$ 17.62	$16.0000	$28.5950	$19.0050	$20.1470	$16.0256	$ 12.99DNMS	No Bid	$31.0960
222	STRYKER: POWER PRO BASE STORAGE NET (P/N 6500-001-126)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$ 221.45	No Bid	No Bid	**$ 59.95**	No Bid	$ 183.16	No Bid
223	SUCTION CONTAINERS; DISPOSABLE 1200 CC CANISTERS W/ 6" DIAMETER (BEMIS SYSTEM II)	$4.6639	$ 2.01DNMS	No Bid	No Bid	No Bid	$ 3.32	**$3.1000**	2.129DNMS	$5.8700	$14.3530	$ 5.15	No Bid	No Bid	No Bid
224	SUCTION TIP, Hi-D Ducanto by SSCOR 200-00002C (NO SUB) (NON LATEX)	No Bid	**$ 1.85**	No Bid	No Bid	No Bid	$ 1.97	$ 1.95	No Bid	$3.3100	$4.1230	$2.0487	No Bid	No Bid	$5.5900
225	SUCTION TUBING 9/32" ID tubing X 6' W/ MOLDED FEMALE CONNECTORS & MALE CONNECTOR (NON LATEX) DYNAREX 4693 (NO SUB)	No Bid	$ 1.51	No Bid	No Bid	No Bid	**$ 1.02**	No Bid	No Bid	No Bid	$1.7470	No Bid	No Bid	No Bid	$ 15.86UTI
226	SUCTION, BATTERY POWERED: S-SCORT III MODEL 74000, W/ TWO- POSITION REGULATOR (RED COLOR)	No Bid	$ 598.12	No Bid	No Bid	No Bid	$ 574.55	**$540.0000**	No Bid	$ 901.46	$1,097.4200	$ 43.9756DNMS	No Bid	No Bid	$1,051.2000
227	SUCTION, REPLACEMENT BATTERY FOR S-SCORT III [rectangular (80638) battery]	No Bid	$ 58.32	No Bid	No Bid	No Bid	$ 57.57	**$54.0000**	No Bid	$91.2300	$120.3200	$59.7560	No Bid	No Bid	$106.4300
228	SUCTION, REPLACEMENT CHARGER (110VAC TO 12VDC) FOR S-SCORT III (#80533)	No Bid	**$ 65.35**	No Bid	No Bid	No Bid	$ 65.36	$85.0000	No Bid	$ 103.21	$136.1200	$ 70.5128DNMS	No Bid	No Bid	$120.4200

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	Items	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**
229	SYRINGE, 1 CC - LUER LOCK TIP without needle, packaged 5 to a strip, 100 to a box	$ 0.1085DNMS	$0.4100	No Bid	No Bid	No Bid	$0.1300	**$0.0800**	$ 0.1099DNMS	$0.3500	$0.4480	$0.1465	No Bid	No Bid	$0.1727
230	SYRINGE, 10 CC - LUER LOCK without needle; packaged 5 to a strip & 100 to a box.	$ 0.1034	$0.1300	No Bid	No Bid	No Bid	**$0.1000**	$0.1200	$ 0.1511	$0.3000	$5.7408	$0.1084	No Bid	No Bid	$0.1761
231	SYRINGE, 20 CC - LUER LOCK TIP, without needle; packaged (MINIMUM) 40 to a box.	$0.3880	$0.2900	No Bid	No Bid	No Bid	**$ 0.16**	$ 0.18	$0.3930	$0.3600	$0.4550	$0.2048	No Bid	No Bid	$0.2697
232	SYRINGE, 3 CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box.	$ 0.1307	$ 0.08	No Bid	No Bid	No Bid	**$0.0600**	$ 0.0673	$ 0.0874	$0.1400	$0.0880	$0.0819	No Bid	No Bid	$0.0928
233	SYRINGE, 60 CC - CATHETER TIP without needle.	$ 0.099DNMS	$1.1100	No Bid	$0.7500	No Bid	**$ 0.45**	$ 0.55	$0.4995	$0.7000	$0.5810	$0.6351	No Bid	No Bid	$2.3800
234	TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	$2.2241	**$ 0.62**	No Bid	$2.0000	No Bid	$0.6900	$0.7500	$1.5692	$0.6608	$1.1519	$0.7319	No Bid	No Bid	$1.9954
235	TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)	$4.4000	$ 1.39	No Bid	$2.0000	No Bid	$ 1.37	$1.5000	$1.7700	**$1.2883**	$2.3050	$1.4397	No Bid	No Bid	$3.9908
236	Tape, Coban 1"	$1.2977	$ 0.33	No Bid	$1.1000	No Bid	**$ 0.26**	No Bid	$0.8000	$0.9800	$1.4340	$0.4283	No Bid	No Bid	$0.7160
237	Tape, Coban 2"	$2.3717	$ 0.62	No Bid	$2.2500	No Bid	$ 0.65	**$ 0.59**	$1.4556	$1.0600	$2.3920	$0.5958	No Bid	No Bid	$1.2378
238	TETRACAINE 0.5%. 2ML BOTTLES	$ 193.4912DNMS	**$ 89.99**	No Bid	No Bid	No Bid	No Bid	No Bid	$ 35.54DNMS	$ 176.74	$ 136.22	No Bid	No Bid	No Bid	No Bid
239	THERMOMETER WELCH ALLYN SURE TEMP PLUS 690 W/ WALL MOUNT AND ORAL PROBES	No Bid	$283.6000	No Bid	$ 5,000.0	No Bid	$ 282.41	**$255.0000**	217.DNMS	$623.0500	$350.5800	$376.2317	No Bid	No Bid	$ 257.34
240	THERMOMETER PROBE COVERS FOR SURE TEMP PLUS 690	$0.0413	$0.0400	No Bid	$0.0440	No Bid	$ 0.0362	**$ 0.035**	0.03436DNMS	$0.0965	$0.6430	$0.0449	No Bid	No Bid	$0.5916
241	THERMOMETER WALL MOUNTS ONLY FOR SURE TEMP 690	No Bid	$ 38.83	No Bid	No Bid	No Bid	$ 37.82	**$36.6000**	$ 34.6DNMS	$81.9900	$45.1500	$50.6666	No Bid	No Bid	No Bid
242	THERMOMETER, TEMPORAL ARTERY: EXERGEN TAT-2000C (NO SUBSTITUTIONS)	**NO BID ACCEPTED**													
243	Thermovent HME Device (70-580011EA)	$ 1.9958	$3.3300	No Bid	No Bid	No Bid	$3.2100	No Bid	$ 1.5876	**$1.3324**	$2.3300	No Bid	No Bid	No Bid	$2.2416
244	TINCTURE OF BENZOIN; SWAB AMPULES	No Bid	$1.2400	No Bid	No Bid	No Bid	**$ 0.254**	No Bid	0.2306DNMS	$0.3198	No Bid	$0.4522	No Bid	No Bid	$0.3263
245	TOURNIQUET, IV: NON-LATEX, POWDER FREE (PRE-PACKAGED IN BUNDLES OF 50 PREFERRED) - SEND SAMPLE	No Bid	**$ 0.08**	No Bid	No Bid	No Bid	$ 0.083	No Bid	$0.1462	$0.0926	No Bid	$ 0.1178	No Bid	No Bid	$0.1920
246	TOURNIQUET, TRAUMA (C.A.T. ONLY) BLACK	No Bid	$ 23.61	No Bid	No Bid	No Bid	$ 21.49	**$ 20.65**	$25.3300	$24.9900	$33.3600	$ 21.85	No Bid	No Bid	$31.2000
247	TRACTION SPLINT, KENDRICK STYLE: ADJUSTABLE/FOLDABLE	$ 204.6	$141.6100	No Bid	No Bid	No Bid	$ 112.54	**$ 65.15**	$ 76.49	$ 97.78DNMS	$154.4800	$ 78.85	No Bid	No Bid	$143.0200
248	TRANSEXAMIC ACID TXA 100MG/ML (VIAL ONLY) NO AMPULE ACCEPTED	$ 20.847	$11.4000	No Bid	No Bid	No Bid	**$ 3.25**	No Bid	$9.4760	$30.0290	No Bid	No Bid	No Bid	No Bid	No Bid
249	TRAUMA BAG NAVY (CURAPLEX 020555R)	No Bid	**$ 168.78**	No Bid	No Bid	No Bid	No Bid	No Bid	$ 63.09DNMS	$ 90.76DNMS	$ 78.00DNMS	$ 69.95DNMS	No Bid	No Bid	$ 64.58DNMS
250	TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS) (PRE-PACKAGED IN BUNDLES OF 12)	No Bid	$ 0.38	No Bid	No Bid	No Bid	**$ 0.25**	No Bid	$0.5633	$0.5892	$1.1200	$0.3116	No Bid	No Bid	No Bid
251	TYLENOL (ACETAMINOPHEN) 500 MG TABLETS. LOOKING FOR 12 TO 24 COUNT BOTTLES.	**NO BID ACCEPTED**													
252	TYLENOL (ACETAMINOPHEN) SUSPENSION LIQUID, 160 MG /5ML: CHILDREN'S DOSAGE. LOOKING FOR 2 oz. (60cc) BOTTLES	**NO BID ACCEPTED**													
253	VENI-GARD (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE	No Bid	**$ 0.18**	No Bid	No Bid	No Bid	$ 0.3666	$ 0.3665	$1.4163	$1.0400	$0.8290	$0.3614	No Bid	No Bid	0.1193DNMS
254	VERSED (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. VIALS SINGLE DOSE UNITS.	No Bid	**$ 1.52**	No Bid	No Bid	No Bid	$ 1.73	No Bid	0.824DNMS	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
255	VETBOND SKIN ADHESIVE (TWM3M1469)	No Bid	**$ 20.92**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$24.0783	$ 30.09	No Bid	No Bid	No Bid	$ 38.38
256	ZOFRAN (ONDANSETRON) 4MG ORAL DISOLVING TABLETS - SINGLE DOSE UNITS 30/BOX	$0.3500	$ 0.15	No Bid	No Bid	No Bid	**$0.0740**	$ 0.1996	0.058DNMS	$11.0400	No Bid	No Bid	No Bid	No Bid	$0.4833
257	ZOFRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS	$ 0.7284	$1.4100	No Bid	No Bid	No Bid	**$ 0.406**	$ 1.26	$13.3800	$0.8252	No Bid	No Bid	No Bid	No Bid	$2.4956
258	DICK MEDICAL BIOTHANE G1 CROSS HARNESS FEMALE STRAP BLACK 51173XBKF	No Bid	**$ 40.95KVT**	No Bid	No Bid	No Bid	$ 37.72UTI	No Bid	No Bid	$113.6000	No Bid	No Bid	No Bid	No Bid	No Bid
259	DICK MEDICAL BIOTHANE G1 CROSS HARNESS MALE STRAP BLACK 51173XBKM	No Bid	**$ 40.95KVT**	No Bid	No Bid	No Bid	$ 37.72UTI	No Bid	No Bid	$30.2400	No Bid	No Bid	No Bid	No Bid	No Bid
260	DICK MEDICAL BIOTHANE G1 CROSS HARNESS SHOULDER STRAP BLACK 51174XBKS	No Bid	**30.8KVT**	No Bid	No Bid	No Bid	$ 26.39UTI	No Bid	No Bid	$26.3900	No Bid	No Bid	No Bid	No Bid	No Bid
261	DICK MEDICAL BIOTHANE G1 WAIST/LEG STRAP BLACK	No Bid	**18.6KVT**	No Bid	No Bid	No Bid	$ 18.00UTI	No Bid	No Bid	No Bid	$14.3900	No Bid	No Bid	No Bid	No Bid
262	SWAT T TOURNIQUETS	No Bid	**$ 8.63**	No Bid	No Bid	No Bid	$ 10.63	$9.2000	$11.5900	No Bid	$18.5200	$11.1445	No Bid	No Bid	$39.5900
263	BACTERIAL/VIRAL FILTER MEDTRONIC 351U5979	$ 5.2048	$3.1000	No Bid	No Bid	No Bid	**$ 2.92**	$ 0.95DNMS	$3.2700	3.05DNMS	$3.3000	$ 1.8307DNMS	No Bid	No Bid	$6.5100
264	NEEDLE VISE 1-PORT 1860-00103	No Bid	**$ 0.72**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$ 2.16	No Bid	No Bid	No Bid	$ 1.87
265	ULTRASOUND GEL 0101 AQUASONIC 100, 20G	**NO BID ACCEPTED**													
266	SAPPHIRE MULTI THERAPY INFUSION PUMPS	**NO BID ACCEPTED**													
267	RAINBOW DCIP PEDI REUSABLESENSOR LifePak	$2,753.8900	$ 180.00DNMS	No Bid	No Bid	No Bid	$ 617.97	No Bid	$ 450.63DNMS	$893.7500	$ 723.88	$ 23.7951DNMS	No Bid	**$ 573.04**	$954.1200
268	CARRY CASE TOP POUCH FOR USE W/LIFEPAK 12/LIFEPAK 15-LifePak	No Bid	$ 53.92	No Bid	No Bid	No Bid	$ 52.53	No Bid	$359.3600	No Bid	$ 121.49	$ 26.6506DNMS	No Bid	**$49.4000**	$414.2200

HX – History
DEL – Delivery
DNMS – Did Not Meet Specs
NBA – No Bid Accepted
KVT - Keep Vendor Together

ITEM NUMBER		8 KOI	BOUND TREE	BUYER'S POINT	CBS DME & MEDICAL SUPPLIES	DIGITAL ALLY	HENRY SCHEIN	LIFE ASSIST	MCKESSON MEDICAL SURGICAL GOVERNMENT SOLUTIONS	MEDLINE INDUSTRIES	PACIFIC STAR CORPORATION	QUADMED	SOUTHERN SAFETY SALES	STRYKER	TEXAS MEDICAL TECHNOLOGY
	Items	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**	**TotalCost**
269	LIFEPAK 15 CARRY CASE BACK POUCH-LifePak	$135.3300	$76.9000	No Bid	No Bid	No Bid	$ 74.92	No Bid	$ 62.80DNMS	No Bid	$146.6800	$ 89.5975DNMS	No Bid	**$ 70.68**	No Bid
270	LIFEPAK 15 BASIC CARRY CASE W/RIGHT & LEFT POUCHES, SHOULDER STRAP (11577-000001) INCLUDED AT NO ADDITIONAL CHARGEWHEN CASE ORDERED WITH A LIFEPAK 15 DEVICE-LifePak	$586.9800	$ 297.85	No Bid	No Bid	No Bid	$ 290.24	No Bid	No Bid	No Bid	$ 74.14DNMS	$347.7927	No Bid	**$ 274.36**	No Bid
271	TEMP SENSOR, SKIN PROBE, HIGH DIELECTRIC, DISPOSABLE-LifePak	$ 10.6405	$ 6.37	No Bid	No Bid	No Bid	$ 6.08	No Bid	No Bid	No Bid	$11.8500	No Bid	No Bid	**$5.9280**	No Bid
272	LP15 REDI-CHARGE ADAPTER TRAY-LifePak	$2,593.0600	$215.0000	No Bid	No Bid	No Bid	$ 187.75	No Bid	No Bid	No Bid	$ 267.11	No Bid	No Bid	**$ 177.08**	No Bid
273	REDI-CHARGE BASE (POWER CORD NOT INCLUDED)-LifePak	No Bid	$ 1,466.04	No Bid	No Bid	No Bid	$ 1,382.33	No Bid	No Bid	No Bid	$ 2,385.15	No Bid	No Bid	**$ 1,304.92**	No Bid
274	CODE-STAT 11 DATA REVIEW SEAT LICENSE-LifePak	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	**$ 2,510.05**	No Bid
275	LP 15 LITHIUM-ION BATTERY-LifePak	$ 595.95	$ 436.62	No Bid	No Bid	No Bid	$ 425.46	No Bid	$ 477.26	No Bid	$766.4200	$567.0732	No Bid	**$ 402.04**	No Bid
276	M-LNCS DB1 SOFT SENSOR-LifePak	$ 462.46	**$ 177.12**	No Bid	No Bid	No Bid	No Bid	No Bid	$0.2446DNMS	No Bid	$530.7600	$180.7228	No Bid	$ 272.08	No Bid
277	CUFF KIT W/WELCH ALLYN SMALL ADULT, LARGE ADULT, THIGH CUFF-LifePak	$58.1000	**$25.7400**	No Bid	No Bid	No Bid	No Bid	No Bid	$ 175.26	$241.0400	$371.9700	$33.5542	No Bid	No Bid	No Bid
278	REUSE-07-2MQ INFANT CUFF 2-TUBE TWIST LOCK-LifePak	No Bid	$19.7000	No Bid	No Bid	No Bid	$ 17.85	**$ 17.25**	$ 11.27DNMS	No Bid	$35.0900	No Bid	No Bid	No Bid	No Bid
279	REUSE-08-2MQ SMALL CHILD CUFF 2-TUBE TWIST LOCK-LifePak	No Bid	$19.7000	No Bid	No Bid	No Bid	$ 17.85	**$ 17.25**	$ 11.58DNMS	No Bid	$35.0900	No Bid	No Bid	No Bid	No Bid
280	CHILD CUFF 2-TUBE TWIST LOCK-LifePak	No Bid	$ 21.23	No Bid	No Bid	No Bid	**$ 18.49**	No Bid	No Bid	No Bid	$ 36.31	$23.7951	No Bid	No Bid	No Bid
281	SIX HOUR RECHARGEABLE SMART BATTERY-LifePak	$596.0000	**$520.0000**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$ 536.84	No Bid	$791.4634	No Bid	No Bid	No Bid
282	LAERDAL RED SLEEVE FOR CPR METER 2	No Bid	$37.0000	No Bid	No Bid	No Bid	**$ 35.73**	No Bid	No Bid	$ 56.09	$ 68.69	No Bid	No Bid	No Bid	No Bid
283	LAERDAL RUGGED CARRY CASE FOR CPR METER 2	No Bid	**$ 65.06**	No Bid	No Bid	No Bid	$ 70.51	No Bid	No Bid	$ 102.68	$ 148.33	No Bid	No Bid	No Bid	No Bid
284	MERCURY MEDICAL BVM SMART BAG WITH PEEP AND FILTER	No Bid	No Bid	No Bid	No Bid	No Bid	**$25.0000**	$ 42.71	No Bid	$35.0617	$ 30.07	$ 24.8674DNMS	No Bid	No Bid	No Bid
285	MECURY MEDICAL CHILD CUSHION MASK FOR BVM	$ 6.9805	No Bid	No Bid	No Bid	No Bid	**$ 4.22**	$4.5000	$ 3.808DNMS	$ 67.46	$ 64.76	$6.6855	No Bid	No Bid	No Bid
286	BREATHING CIRCUIT J-CIRCUIT W/WATER TRAP PEDI 15MM FOR HT70 PLUS	No Bid	$ 11.08	No Bid	No Bid	No Bid	**$ 10.65KVT**	No Bid	No Bid	$13.8190	$ 12.05	$9.3975	No Bid	No Bid	No Bid
287	BREATHING CIRCUIT J-CIRCUIT W/O WATER TRAP 22MM FOR HT70 PLUS	No Bid	$10.2000	No Bid	No Bid	No Bid	**$ 9.67KVT**	$9.5500	No Bid	No Bid	$ 11.18	$19.5265	No Bid	No Bid	No Bid
288	FLOW SENSOR SEN3420A ADULT/PEDI FOR USE WITH NEWPORT HT70 PLUS	No Bid	**$ 43.99**	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$ 240.21	$ 185.64	No Bid	No Bid	No Bid	No Bid
289	PROXY INLINE FILTER SPHT6004701	$ 25.12	**$ 11.65**	No Bid	No Bid	No Bid	No Bid	No Bid	$14.9420	$16.3460	$ 21.56	No Bid	No Bid	No Bid	No Bid
290	AP416-01 MICROBORE INFUSION SET	$10.4396	**$ 9.27**	No Bid	No Bid	No Bid	No Bid	No Bid	8.340466DNMS	$16.2563	$ 10.53	No Bid	No Bid	No Bid	No Bid
291	AP433-01 INFUSION SET	**NO BID ACCEPTED**													
292	COMMUNICATION CABLE	$ 92.91	**$79.2000**	No Bid	No Bid	No Bid	No Bid	No Bid	73.9DNMS	$ 110.44	$ 93.73	No Bid	No Bid	No Bid	No Bid
293	USB TO 4 PORT RS232 ADAPTER	$218.5000	**$ 185.25**	No Bid	No Bid	No Bid	No Bid	No Bid	$ 173.81DNMS	$259.1600	$ 220.44	No Bid	No Bid	No Bid	No Bid

HX – History
DEL – Delivery
DNMS – Did Not Meet Specs
NBA – No Bid Accepted
KVT - Keep Vendor Together

Commissioners Court - Regular Session **38.**

Meeting Date: 09/20/2022

Ranch at Cypress Creek MUD Standard Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with the Ranch at Cypress Creek Municipal Utility District #1 for off duty contracting of County Sheriff Deputies to be effective October 1, 2022.

Background

This renewal agreement gives permission for the Ranch at Cypress Creek MUD to contract County Sheriff Deputies in a private capacity and the County to invoice that MUD for deputies' vehicle usage. The term of this agreement shall begin on October 1, 2022 and will have two additional one year automatic renewals on October 1, 2023 and October 1, 2024. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2025 (FY'26).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ranch at Cypress Creek MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:24 AM
Form Started By: Starla Hall		Started On: 09/07/2022 07:15 AM
Final Approval Date: 09/14/2022		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractor relationships with DEPUTIES. The LGE, 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 LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or intergovernmental risk pool 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 October 1, 2022 and shall terminate on September 30, 2023, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2023, and October 1, 2024. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2026.

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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE 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. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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.

LGE:

Name of LGE: Ranch at Cypress Creek MUD No. 1

Signature: Patrice M. Coles

Printed Name: Patrice Coles

Title: President

Date: 8/18/2022 _____, 20____

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 9, 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[1]

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____

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

Commissioners Court - Regular Session **39.**

Meeting Date: 09/20/2022

Vehicle Reimbursement Agreement with Celebration Church for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Celebration Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Traffic control and security during various church services).

Background

This is the annual renewal agreement that will give permission for Celebration Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2022 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Celebration Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 08:58 AM
Form Started By: Starla Hall		Started On: 09/14/2022 04:47 PM
Final Approval Date: 09/15/2022		

DocuSign Envelope ID: 81AB4905-9BA0-4D66-9F18-E7A47F585EB8

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

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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 October 1, 20 22 and shall terminate on September 30, 20 23. 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.

DocuSign Envelope ID: 81AB4905-9BA0-4D66-9F18-E7A47F585EB8

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: Celebration Church

Signature: DocuSigned by: Nnamdi Oparanozie 5CFA647B183B43D...

Printed Name: Nnamdi Oparanozie

Title: Business & Finance Director

Date: 9/2/2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 14, 2022

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

DocuSign Envelope ID: 81AB4905-9BA0-4D66-9F18-E7A47F585EB8

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 **40.**

Meeting Date: 09/20/2022

Eye Productions Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Eye Productions, Inc. for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Traffic Control/Safety while filming in Williamson County).

Background

This is the annual renewal agreement that will give permission for Eye Productions to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. This agreement will begin on October 1, 2022 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Eye Productions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 08:59 AM
Form Started By: Starla Hall		Started On: 09/15/2022 06:56 AM
Final Approval Date: 09/15/2022		

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 October 1, 20 22 and shall terminate on September 30, 20 23. 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: Eye Productions INC

Signature: _____

Printed Name: Chris Salazar

Title: Key Asst Location Mgr

Date: September 9, , 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 14, 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 **41.**

Meeting Date: 09/20/2022

Grace Bible Church Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Grace Bible Church for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Security for Sunday morning services at church in Georgetown).

Background

This is the annual renewal agreement that will give permission for Grace Bible Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2022 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grace Bible Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 08:59 AM
Form Started By: Starla Hall		Started On: 09/15/2022 07:21 AM
Final Approval Date: 09/15/2022		

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 October 1, 20 22 and shall terminate on September 30, 20 23. 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: Grace Bible Church

Signature: [signature]

Printed Name: Keith Kilpatrick

Title: Executive Pastor

Date: 8/August 31, 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: [signature]

Date: September 14, 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 **42.**

Meeting Date: 09/20/2022

Lakeline Mall Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Lakeline Mall for off duty contracting of County Sheriff Deputies to be effective October 1, 2022. (Exterior security around the mall).

Background

This is the annual renewal agreement that will give permission for Lakeline Mall to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2022 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lakeline Mall

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 09:00 AM
Form Started By: Starla Hall		Started On: 09/15/2022 07:29 AM
Final Approval Date: 09/15/2022		

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 October 1, 2022 and shall terminate on September 30, 2023. 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: Lakeline Mall

Signature: _____

Printed Name: Johnathon Dickerson

Title: Lakeline Mall Simon Property GM

Date: September 8, 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 14, 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 **43.**

Meeting Date: 09/20/2022

Orenda Education Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Orenda Education for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Security/Traffic control of campus at Gateway College Prep School).

Background

This agreement gives permission for Orenda Education to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. This agreement will begin on October 1, 2022 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Orenda Education

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 09:01 AM
Form Started By: Starla Hall		Started On: 09/15/2022 07:50 AM
Final Approval Date: 09/15/2022		

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 October 1, 20 22 and shall terminate on September 30, 20 23. 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: Orenda Education

Signature: Carla Silber

Printed Name: Carla Silber

Title: Superintendent

Date: August 29, 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 14, 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 **44.**

Meeting Date: 09/20/2022

Sonterra West HOA Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Sonterra West HOA for off duty contracting of County Sheriff Deputies to be effective October 1, 2022 (Jarrell).

Background

This is the annual renewal agreement that will give permission for Sonterra West HOA to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2022 and will terminate on September 30, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sonterra West HOA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 09:01 AM
Form Started By: Starla Hall		Started On: 09/15/2022 08:21 AM
Final Approval Date: 09/15/2022		

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 October 1 AS September 1, 2022 and shall terminate on September 30, 2023. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. AS

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: Santerra West HOA

Signature: Amanda Stone

Printed Name: Amanda Stone

Title: manager

Date: 9 - 1 , 2022

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 14, 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 **45.**

Meeting Date: 09/20/2022

Award of IFB #22IFB130 Williamson County Fleet Vehicles FY23 to Caldwell Country Chevrolet - Ford for Countywide Vehicles

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 awarding IFB #22IFB130 Williamson County Fleet Vehicles to the lowest and best bidder, Caldwell Country Chevrolet - Ford for twenty-nine (29) vehicles, for a total amount of $1,724,372.00.

Background

The Purchasing Department solicited sealed bids under IFB #22IFB130 for various vehicles for seven (7) Williamson County Departments. Vehicle specifications were requested from departments with budgeted new or replacement vehicles to be ordered in FY23. These were reviewed by the Budget Office and Fleet Department prior to issuing the solicitation. A total of 1,454 vendors were notified, with fifty-three (53) document takers, and three (3) responses received. Submissions were reviewed by departments to ensure they met specifications per department requirements. It was determined that Caldwell Country Chevrolet - Ford was the lowest and best bidder. The total price of $1,724,372.00 includes the up-fitting for the vehicles requiring additional equipment. Budget, Audit and Legal reviewed the bid. Please see the attachments that list all the vehicles and pricing and budget line items being charged for each department. A Purchase Order for all awarded vehicles will be issued the first week of October to place the order. Funding sources per department are noted on the attached back-up documentation. The point of contact is Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tabulation

FY 23 Vehicle Approval List and Assigned Bid Item Summary

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/13/2022 10:33 AM
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:26 AM
Form Started By: Mary Watson		Started On: 09/12/2022 08:55 AM
Final Approval Date: 09/14/2022		

IFB #22IFB130 Fleet Vehicles FY 23 - Bid Tabluation

BID TAB ONLY - AWAITING CC BUDGET APPROVALS

Item Name	Item #	New or Replacement	Staff Title	Vehicle Being Replaced	Quantity Required	Caldwell Vehicle Price Only	Caldwell Vehicle Price Plus Upfitting if Applicable with Defender Supply	Total Cost Grapevine	Holiday Vehicle Price Plus Upfitting if Applicable with Defender Supply		TOTAL
2022-2023 Chevrolet Tahoe PPV 4WD Black,Gray or Dark Blue with Black or Gray interior	#1 SO#1	Replacement	PPV	SB1858	1	$42,590.00	$62,400.00	-	$66,112.00		$62,400.00
2022-2023 Chevrolet Tahoe PPV 4WD Black, Gray or Dark Blue with Black or Gray interior	#2 SO#2	Replacement	PPV	SB1873	1	$42,590.00	$62,400.00	-	$66,112.00		$62,400.00
2021-2023 Chevrolet Tahoe PPV 4WD Black with Black interior	#3 SO#3	Replacement	PPV	SB1651	1	$42,590.00	$71,300.00	-	$75,012.00		$71,300.00
2021-2023 Chevrolet Tahoe PPV Black with Black Interior	#4 SO#4	Replacement	PPV	SB1733	1	$42,590.00	$71,300.00	-	$75,012.00		$71,300.00
2021-2023 Single Axle Enclosed Cargo Trailer 2990 GVWR	#5 SO#5	Replacement		SF0427	1	NO BID	NO BID	NO BID	NO BID	Not bid.	
2021-2023 Chevrolet Tahoe PPV 4WD Black with Black Interior	#6 SO#6	Replacement	PPV	SB1723	1	$42,590.00	$68,400.00	-	$72,112.00		$68,400.00
2021-2023 Chevrolet Tahoe PPV 4WD Black with Black Interior	#7 SO#7	Replacement	PPV	SB1724	1	$42,590.00	$68,400.00	-	$72,112.00		$68,400.00
2021-2023 Chevrolet Tahoe PPV 4WD Black with Black Interior	#8 SO#8	Replacement	PPV	SB1729	1	$42,590.00	$68,400.00	-	$72,112.00		$68,400.00
2021-2023 Chevrolet Tahoe PPV 4WD Black with Black Interior	#9 SO#9	Replacement	PPV	SB1736	1	$42,590.00	$68,400.00	-	$72,112.00		$68,400.00
2021-2023 Chevrolet Tahoe PPV 4WD Black with Black Interior	#10 SO#10	Replacement	PPV	SB1741	1	$42,590.00	$68,400.00	-	$72,112.00		$68,400.00
2021-2023 Chevrolet Tahoe PPV 4WD Black with Black Interior	#11 SO#11	Replacement	PPV	SB1746	1	$42,590.00	$68,400.00	-	$72,112.00		$68,400.00
2021-2023 Chevrolet Tahoe PPV 4WD Black with Black Interior	#12 SO#12	Replacement	PPV	SB1857	1	$42,590.00	$68,400.00	-	$72,112.00		$68,400.00
2021-2023 Chevrolet Tahoe PPV 4WD Black with Black Interior	#13 SO#13	Replacement	PPV	SB1866	1	$42,590.00	$68,400.00	-	$72,112.00		$68,400.00
2021-2023 Chevrolet Tahoe PPV 4WD Black with Black Interior	#14 SO#14	Replacement	PPV	SB1869	1	$42,590.00	$68,400.00	-	$72,112.00		$68,400.00
2021-2023 Chevrolet Tahoe PPV 4WD Black with Black Interior	#15 SO#15	Replacement	PPV	SB1976	1	$42,590.00	$68,400.00	-	$72,112.00		$68,400.00
2022-2023 Chevrolet Tahoe PPV 4x4 Black with Black Interior	#16 SO#16	New	PPV		1	$42,590.00	$69,615.00	-	$73,327.00	No award	
2022-2023 Chevrolet Tahoe PPV 4x4 Black with Black Interior	#17 SO#17	New	PPV		1	$42,590.00	$69,615.00	-	$73,327.00	No award	
2022-2023 Chevrolet Tahoe PPV 4x4 Black with Black Interior	#18 SO#18	New	PPV		1	$42,590.00	$69,615.00	-	$73,327.00	No award	
2022-2023 Chevrolet Tahoe PPV 4x4 Black with Black Interior	#19 SO#19	New	PPV		1	$42,590.00	$69,615.00	-	$73,327.00	No award	
2022-2023 Ford F150 Crew Cab 4x4 Black or White with Gray Interior	#20 SO#20	New	Crime Scene Specialist		1	$42,838.00		-	-	Confirm black.	$42,838.00
2021-2023 Ford F250 4x4 Crew Cab Longbed with towing package Black with Gray Interior	#21 SO#21	New	Livestock Deputy		1	$52,860.00		-	-	No award	
2022-2023 Ford F150 Crew Cab Short Bed	#22 COR#1	Replacement		SB0612	1	-		$53,371.00	-	No award. MOT transferred a vehicle for this unit.	
2022-2023 Chevrolet Tahoe C91 2WD Rear WD PPV Black with Black Interior	#23 CON#1-1	Replacement	PPV	1B1354	1	$41,842.00	$61,302.00	-	$65,762.00	Less $1,300 for graphics. Confirm no prisoner cage.	$61,302.00
2023 Chevrolet Tahoe 9C1 RWD PPV Black with Black Interior	#24 CON#3-1	Replacement	PPV	3B1543	1	$41,842.00	$66,142.00	-	$70,602.00		$66,142.00
2023 Chevrolet Tahoe SUV Black with Black Interior	#25 CON#4-1	Replacement	PPV	4B1402	1	$41,842.00	$72,637.00	-	$77,097.00		$72,637.00
2023 Chevrolet Tahoe SUV Black with Black Interior	#26 CON#4-2	New	Deputy Constable		1	$41,842.00	$72,637.00	-	$77,097.00		$72,637.00
2023 Chevrolet Tahoe SUV Black with Black Interior	#27 CON#4-3	New	Deputy Constable		1	$41,842.00	$72,637.00	-	$77,097.00	No award	
2023 Ford F250 White with Gray Interior	#28 FAC#1	New	PT Maintenance Tech		1	$55,665.00		$63,253.00	-		$55,665.00
2023 Ford Explorer or Equivalent Chevy Model White with Gray Interior	#29 FAC#2	New	Contracts Coordinator		1	$33,570.00		-	-		$33,570.00
2023 or newer Ford F250 4x4 Crew Cab White with Gray Interior	#30 R&B#1	Replacement		UB1462	1	$49,890.00		$54,723.00	-		$49,890.00
2023 or newer Ford F250 4x2 Regular Cab with Liftgate White with Gray Interior	#31 R&B#2	Replacement		UB1549	1	$46,040.00		$52,701.00	-		$46,040.00
2023 or newer Ford F250 4x2 Regular Cab with Liftgate White with Gray Interior	#32 R&B#3	Replacement		UB1552	1	$46,040.00		$52,701.00	-		$46,040.00
2023 or newer Ford F250 4x2 Regular Cab White with Gray Interior	#33 R&B#4	Replacement		UB1548	1	$42,040.00		$49,201.00	-		$42,040.00
2023 or newer Ford F250 4x2 Regular Cab White with Gray Interior	#34 R&B#5	Replacement		UB1550	1	$42,040.00		$49,201.00	-		$42,040.00
2023 or newer Ford F150 4x4 Extended Cab White with Gray Interior	#35 R&B#6	New	Foreman		1	$44,609.00		$42,963.00	-		$44,609.00
2023 or newer Ford F150 4x4 Extended Cab White with Gray Interior	#36 R&B#7	New	Inspector III		1	$44,609.00		$42,963.00	-	No award	
2023 or newer Ford F150 4x4 Extended Cab White with Gray Interior	#37 R&B#8	New	Operator IV		1	$44,609.00		$42,963.00	-		$44,609.00
2022-2023 Ford F150 Crew Cab 4x4 (W1E) White with Gray Interior	#38 WCF#1	New			1	$52,913.00		-	-		$52,913.00

$1,724,372.00

= LOWEST AND BEST

005700 FY2023 Recommended Summary		FY23 Adopted							
	Department Name	*Budget*	*Unit Type*	*Unit #*	*Unit Year*	*Unit Model*	*Unit VIN*	*Bid Item Number*	*Bid Amount*
	Total Fund	**1,650,225.00**							
01-0100-0509-005700	**FACILITIES MANAGEMENT**	**97,000.00**							
	New Position-PT Maintenance Tech	56,000.00	New					28	$55,665.00
	New Position-Contracts Coordinator	41,000.00	New					29	$33,570.00
01-0100-0551-005700	**CONSTABLE PRECINCT 1**	**63,500.00**	Replacement	1B1354	2013	Tahoe	1GNLC2E08DR251446	23	$61,302.00
01-0100-0553-005700	**CONSTABLE PRECINCT 3**	**63,500.00**	Replacement	3B1543	2015	Tahoe	1GNSK3EC8FR563803	24	$66,142.00
01-0100-0554-005700	**CONSTABLE PRECINCT 4**	**126,800.00**							
		63,300.00	Replacement	4B1402	2014	Tahoe	1GNSK2E0XER168911	25	$72,637.00
	New Position-Deputy Constable	**63,500.00**	New					26	$72,637.00
01-0100-0560-005700	**COUNTY SHERIFF**	**913,688.00**							
1	PATROL 4x4 Tahoe	63,500.00	Replacement	SB1723	2017	Tahoe	1GNLCDECXHR236569	6	$68,400.00
2	PATROL 4x4 Tahoe	63,500.00	Replacement	SB1724	2017	Tahoe	1GNLCDEC3HR233982	7	$68,400.00
3	PATROL 4x4 Tahoe	63,500.00	Replacement	SB1729	2017	Tahoe	1GNLCDEC9HR229015	8	$68,400.00
4	PATROL 4x4 Tahoe	63,500.00	Replacement	SB1736	2017	Tahoe	1GNLCDEC6HR235869	9	$68,400.00
5	PATROL 4x4 Tahoe	63,500.00	Replacement	SB1741	2017	Tahoe	1GNLCDEC8HR227238	10	$68,400.00
6	PATROL 4x4 Tahoe	63,500.00	Replacement	SB1746	2017	Tahoe	1GNLCDECXHR225409	11	$68,400.00
7	PATROL 4x4 Tahoe	63,500.00	Replacement	SB1857	2018	Tahoe	1GNLCDEC0JR253533	12	$68,400.00
8	PATROL 4x4 Tahoe	63,500.00	Replacement	SB1866	2018	Tahoe	1GNLCDEC5JR251535	13	$68,400.00
9	PATROL 4x4 Tahoe	63,500.00	Replacement	SB1869	2018	Tahoe	1GNLCDEC3JR252893	14	$68,400.00
10	PATROL 4x4 Tahoe	63,500.00	Replacement	SB1976	2019	Tahoe	1GNLCDEC4KR285807	15	$68,400.00
1	CIT - Unmarked Tahoe 4x4	57,200.00	Replacement	SB1858	2018	Tahoe	1GNLCDEC7JR252024	1	$62,400.00
2	CIT - Unmarked Tahoe 4x4	57,200.00	Replacement	SB1873	2018	Tahoe	1GNLCDEC3JR252652	2	$62,400.00
1	K9 Tahoe 4x4	57,144.00	Replacement	SB1651	2016	Tahoe	1GNLCDEC8GR303765	3	$71,300.00
2	K9 Tahoe 4x4	57,144.00	Replacement	SB1733	2017	Tahoe	1GNLCDEC3HR227082	4	$71,300.00
1	New Position-Crime Scene Specialist	50,000.00	New					20	$42,838.00
01-0200-0210-005700	**UNIFIED ROAD SYSTEM**	**330,737.00**							
1	Pickup Truck - Mowing Crew	44,196.00	Replacement	UB1548	2015	Ford F250 RCAB	1FTBF2A67FEC46688	33	$42,040.00
2	Pickup Truck - Mowing Crew	44,196.00	Replacement	UB1550	2015	Ford F250 RCAB	1FTBF2A65FEC46690	34	$42,040.00
1	Pickup Truck - Maint. Crew	48,870.00	Replacement	UB1549	2015	Ford F250 RCAB	1FTBF2A69FEC46689	31	$46,040.00
2	Pickup Truck - Maint. Crew	48,870.00	Replacement	UB1552	2015	Ford F250 RCAB	1FTBF2A67FEC46691	32	$46,040.00
1	Pickup Truck - Base Crew 4X4	52,175.00	Replacement	UB1462	2014	Ford F250 CLUB	1FT7W2B63EEB47191	30	$49,890.00
3	New Position-Foreman	46,215.00	New					35	$44,609.00
4	New Position-Operator IV	46,215.00	New					37	$44,609.00
01-0508-0508-005700	**WMSN CO CONSERVATION**	**55,000.00**	NEW					38	$52,913.00
									$1,724,372.00

Commissioners Court - Regular Session **46.**

Meeting Date: 09/20/2022

Receive the September 2022 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the September 2022 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

September 2022 Construction Summary Report

September 2022 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 11:52 AM
Form Started By: Marie Walters		Started On: 09/15/2022 09:02 AM
Final Approval Date: 09/15/2022		

ROAD BOND PROGRAM

Construction Summary Report

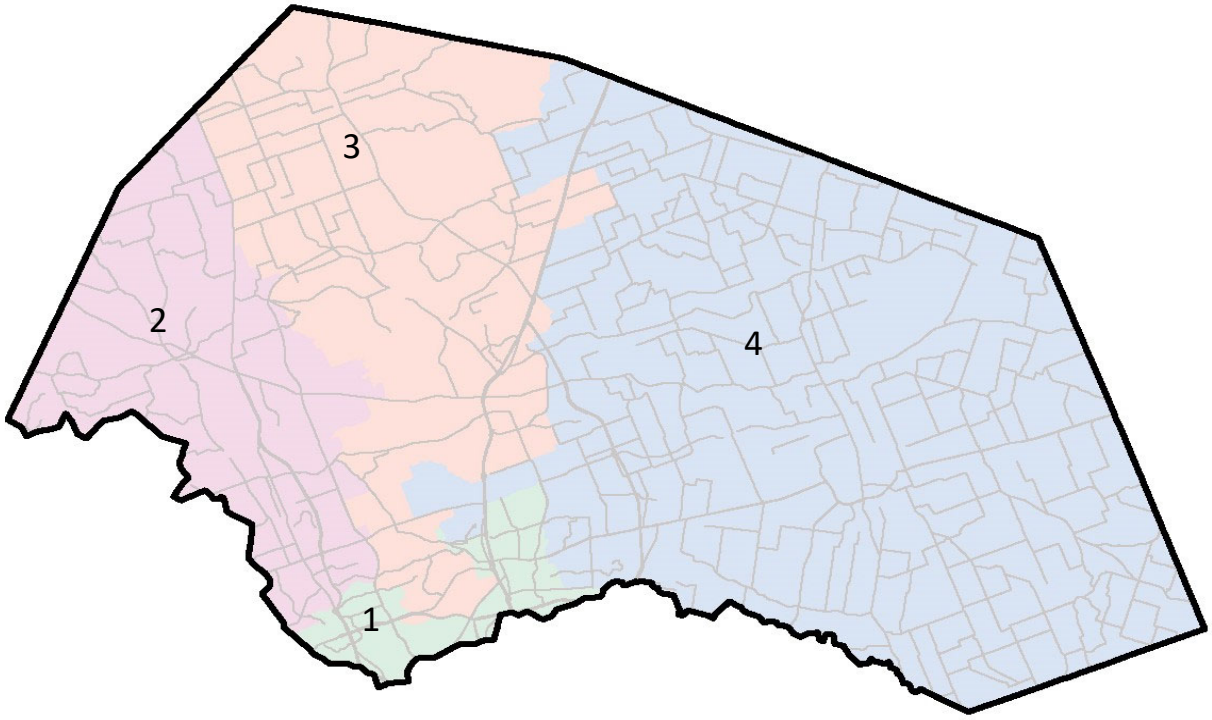
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

August 2022

WWW.ROADBOND.ORG

Volume XXI - Issue No.08



Presented By: HNTB

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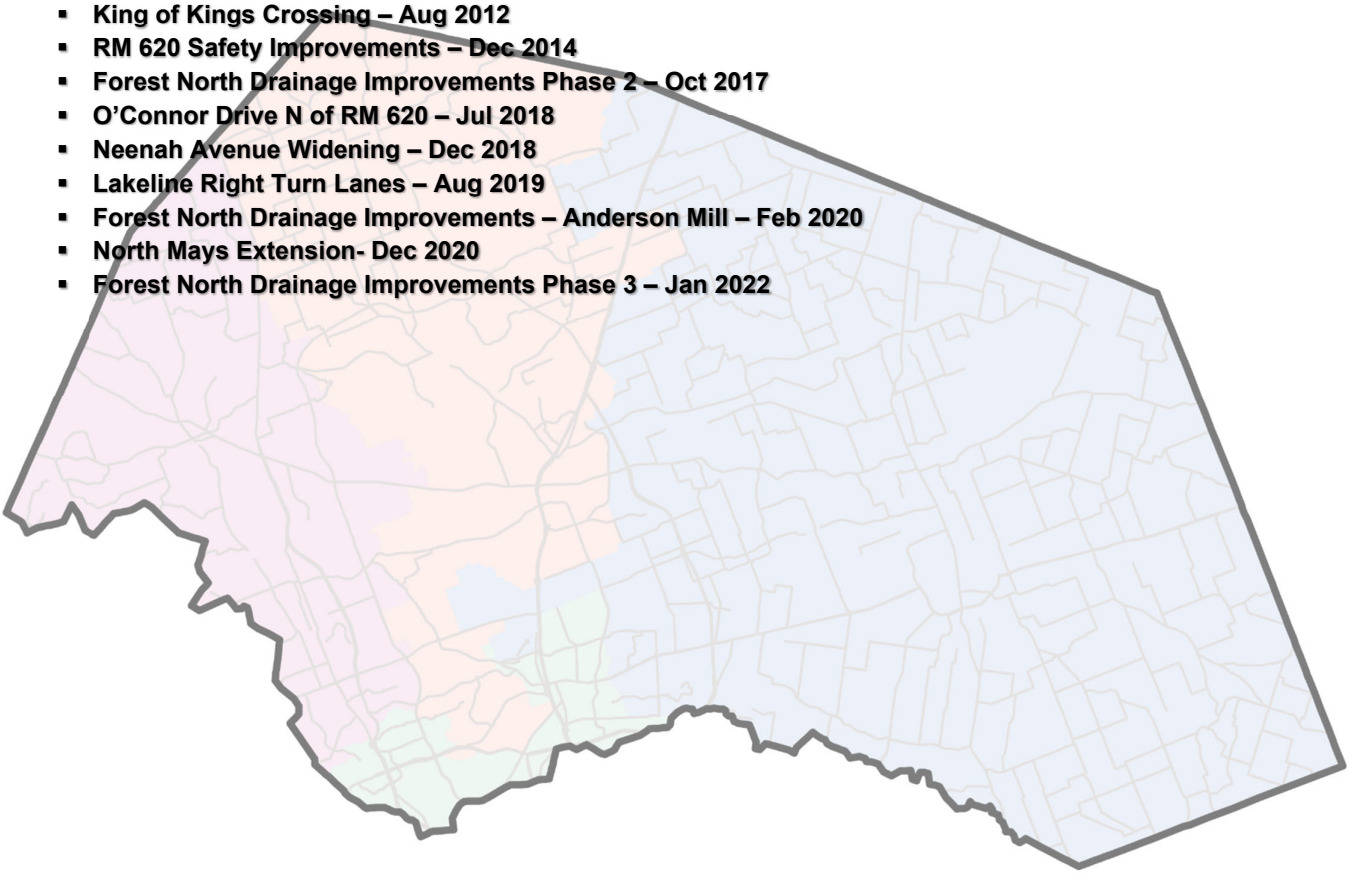
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2022

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**



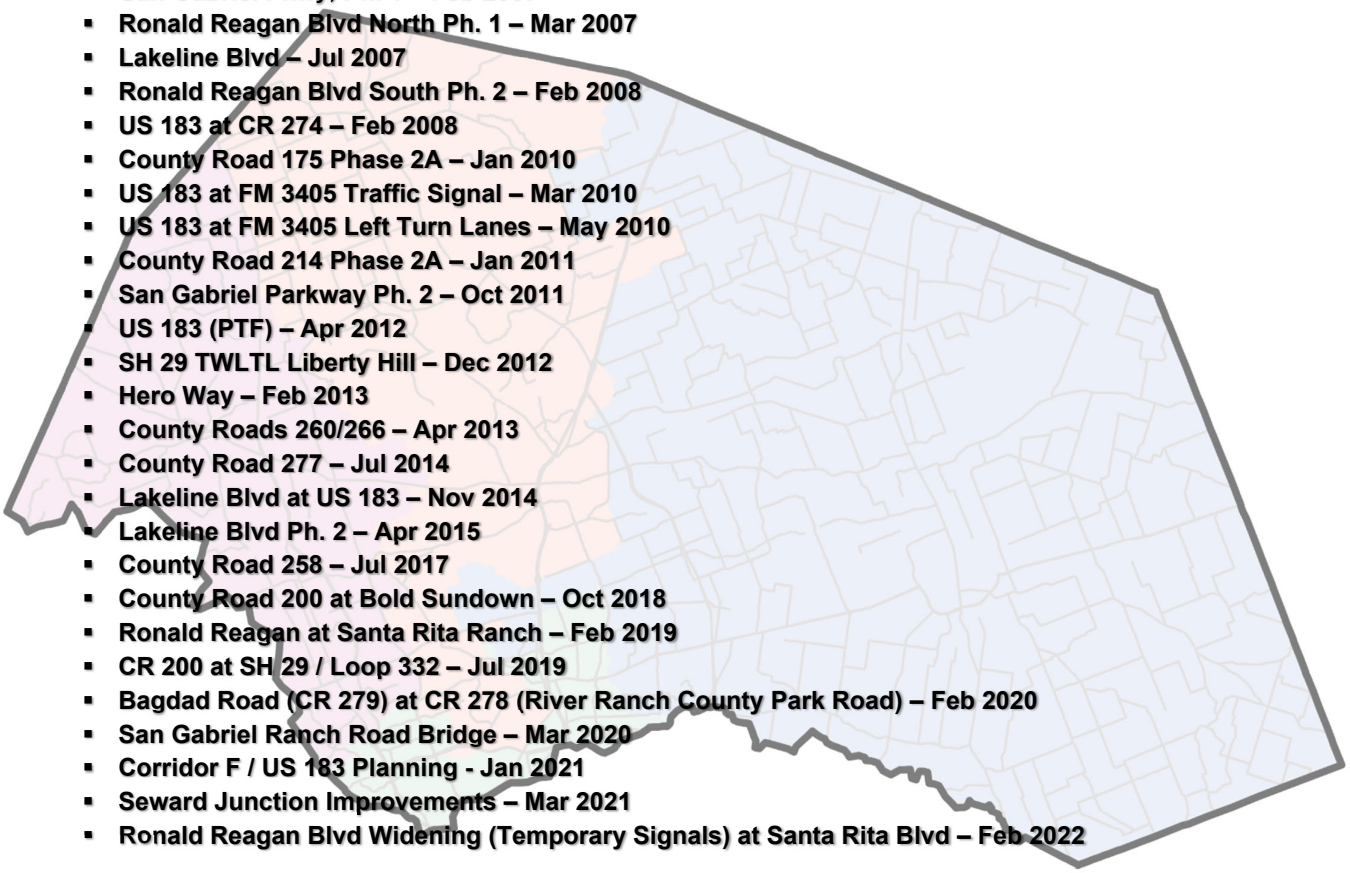
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2022

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**



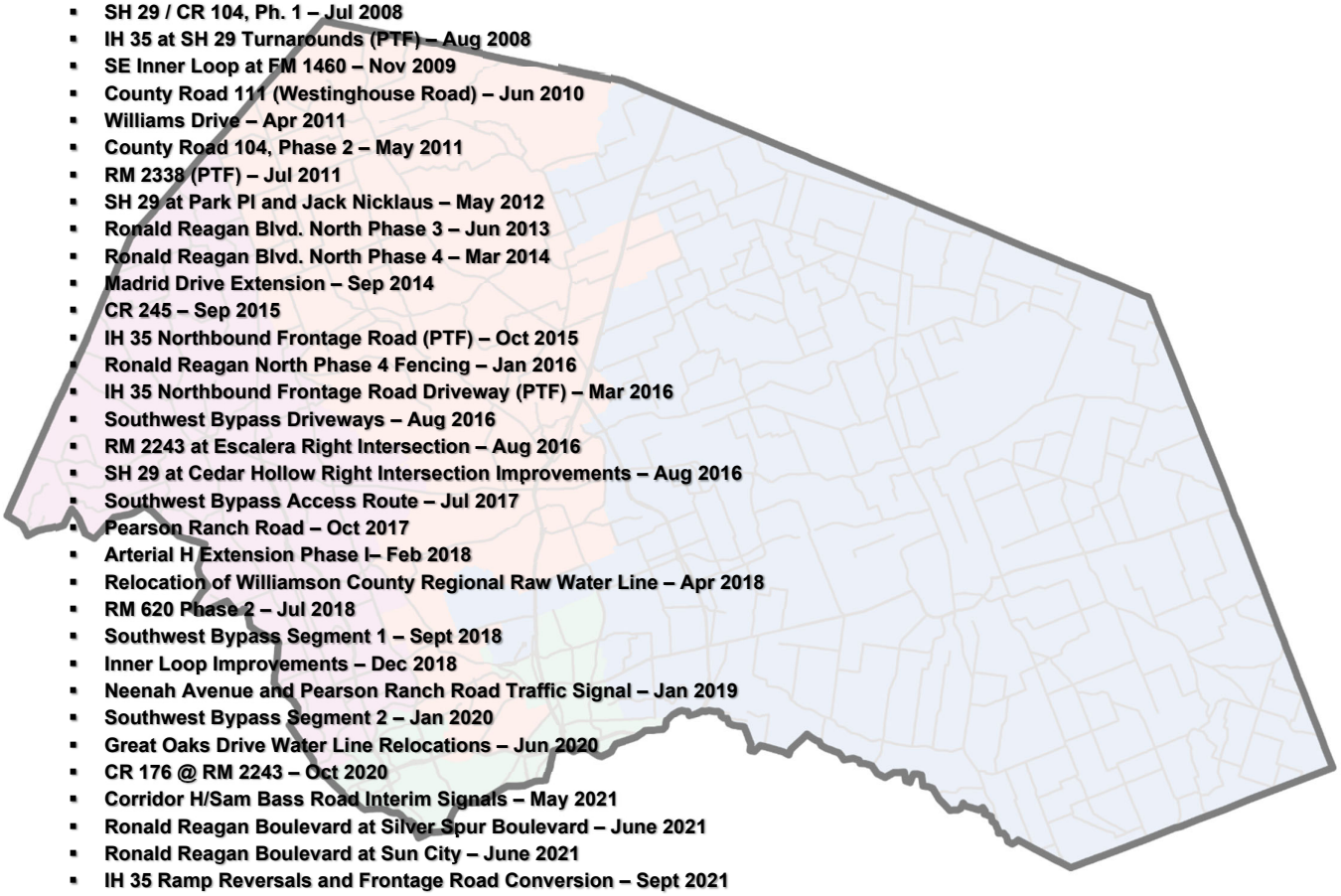
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2022

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Pearson Ranch Road – Oct 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relocation of Williamson County Regional Raw Water Line – Apr 2018**
- **RM 620 Phase 2 – Jul 2018**
- **Southwest Bypass Segment 1 – Sept 2018**
- **Inner Loop Improvements – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**
- **Southwest Bypass Segment 2 – Jan 2020**
- **Great Oaks Drive Water Line Relocations – Jun 2020**
- **CR 176 @ RM 2243 – Oct 2020**
- **Corridor H/Sam Bass Road Interim Signals – May 2021**
- **Ronald Reagan Boulevard at Silver Spur Boulevard – June 2021**
- **Ronald Reagan Boulevard at Sun City – June 2021**
- **IH 35 Ramp Reversals and Frontage Road Conversion – Sept 2021**
- **O'Connor Drive Traffic Signals – Nov 2021**
- **Hairy Man Road/Brushy Creek Road Safety Improvements- Dec 2021**
- **Ronald Reagan Blvd. at IH 35 Bridge Replacement – Dec 2021**
- **Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022**



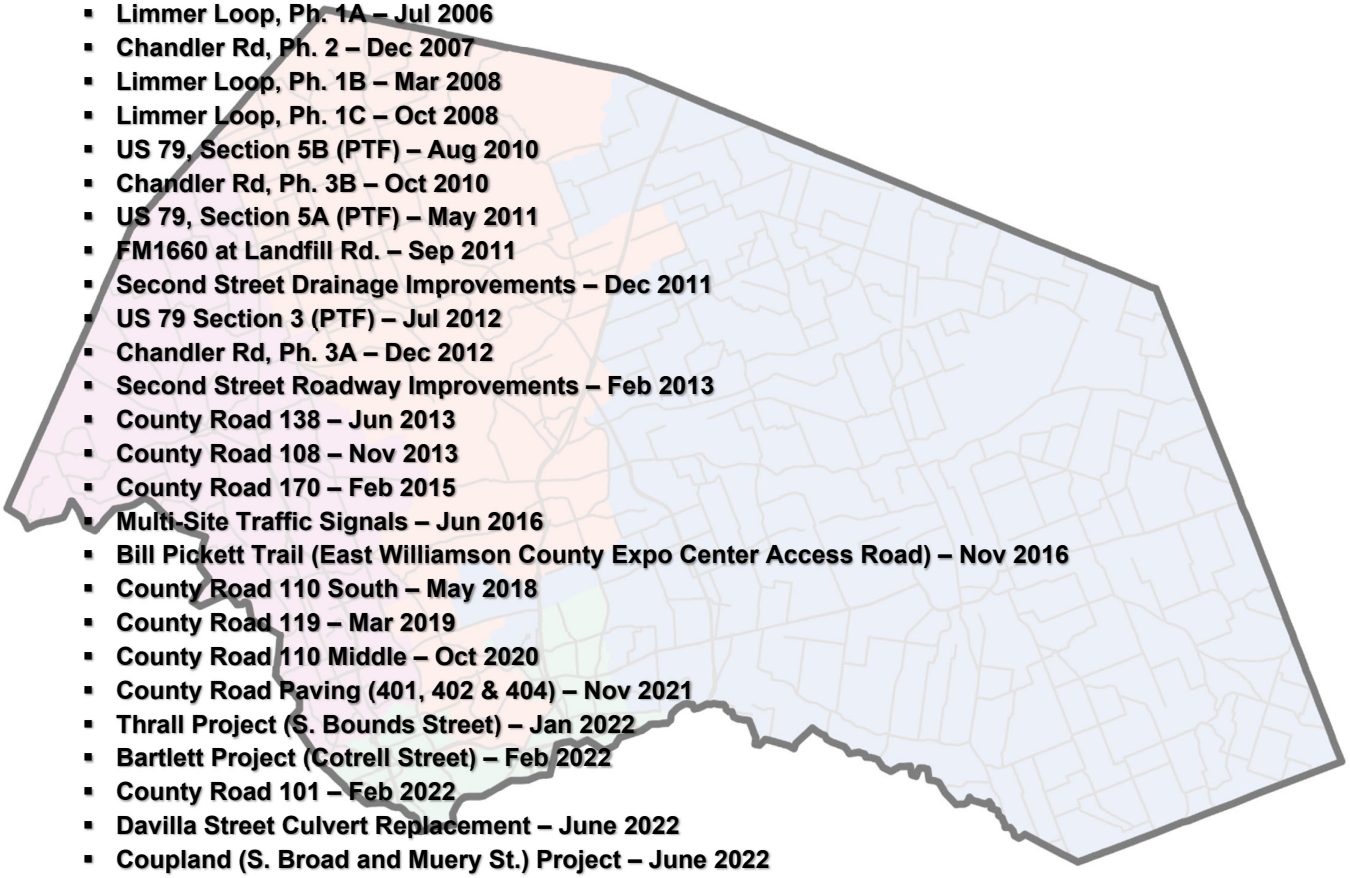
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

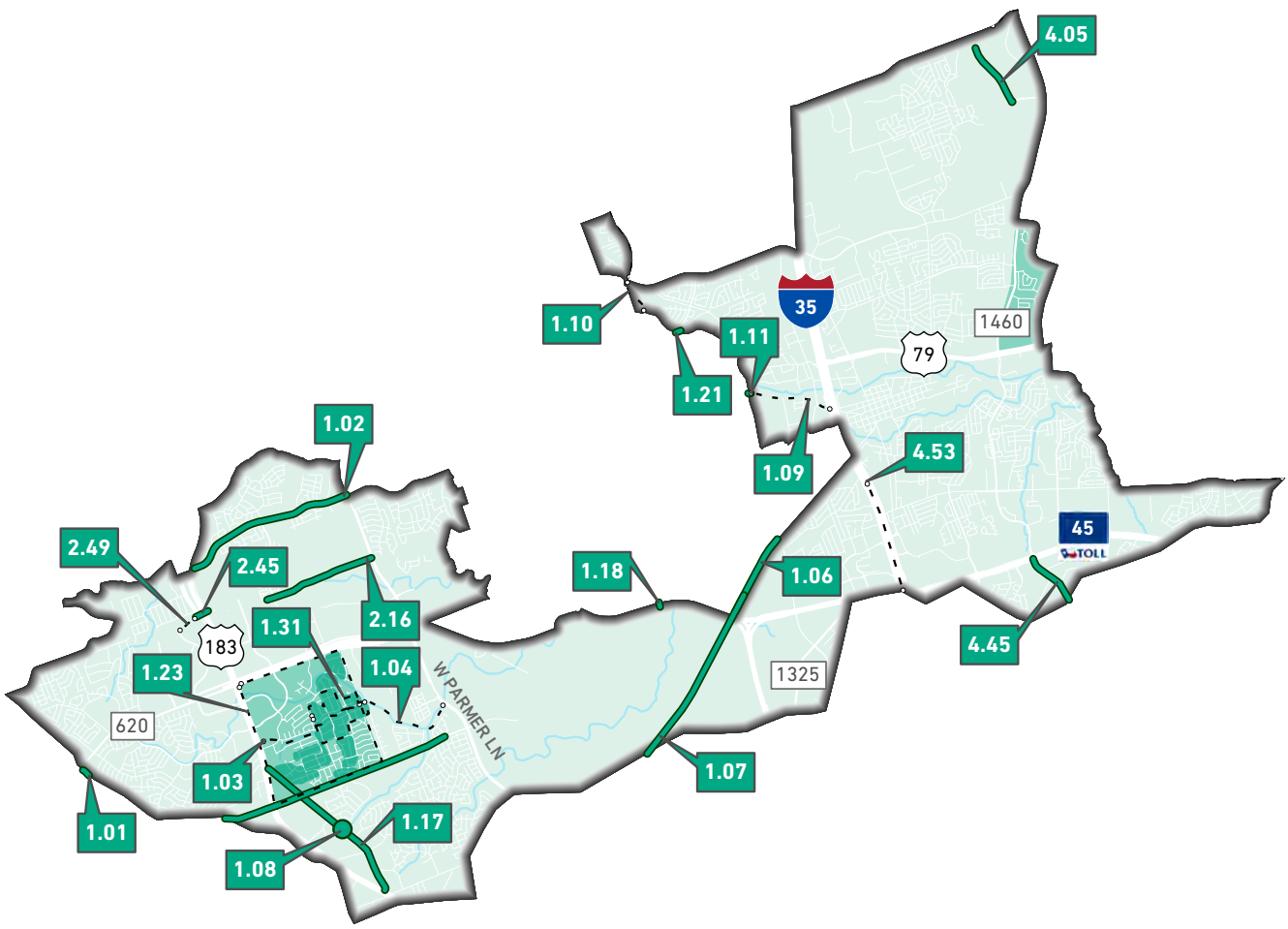
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF AUGUST 2022

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **County Road Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Replacement – June 2022**
- **Coupland (S. Broad and Muery St.) Project – June 2022**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook

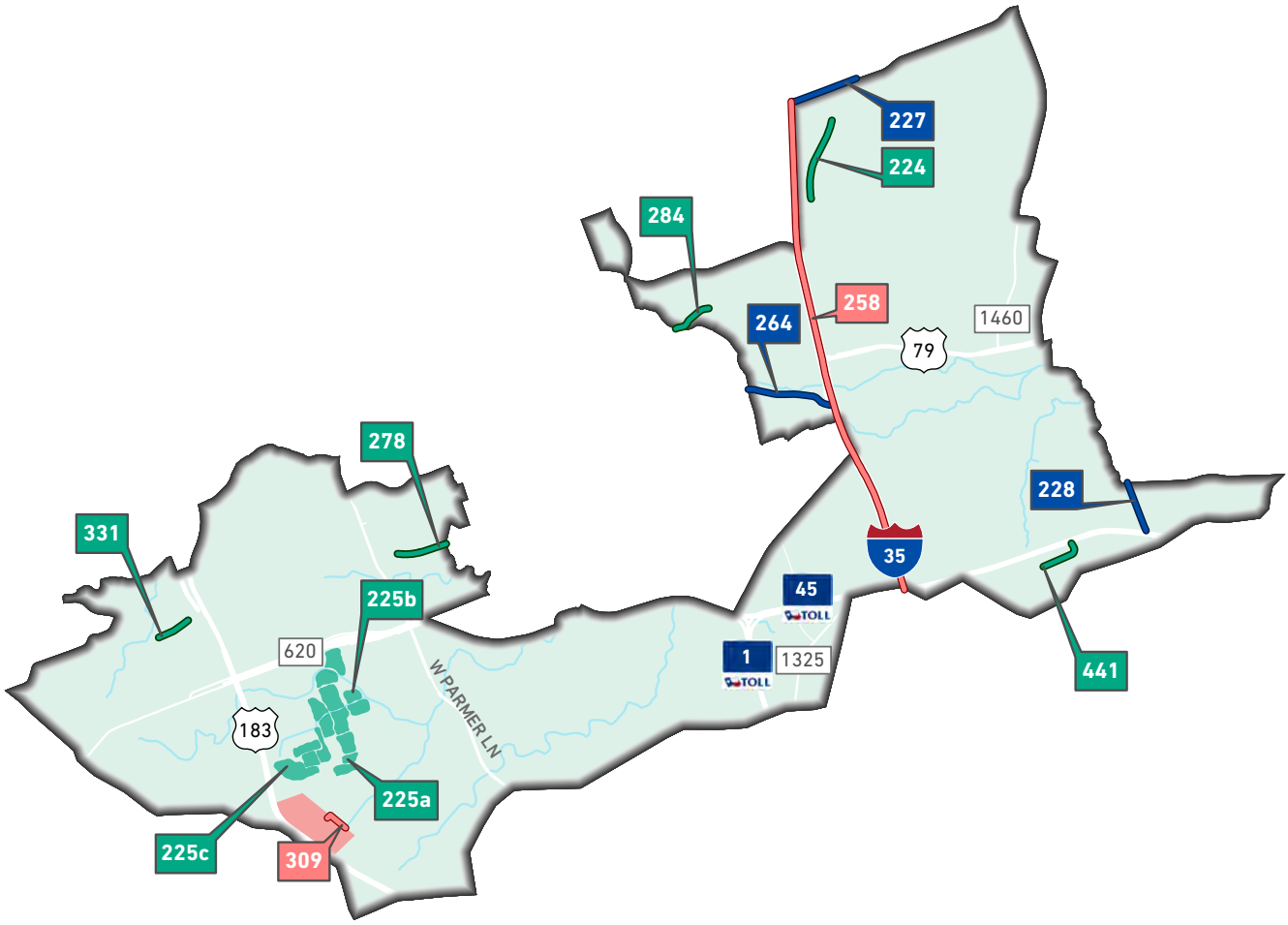


Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1
1.04 Lake Creek Drainage - Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility
1.10 Wyoming Springs North
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis

Design Project
Study

2013 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



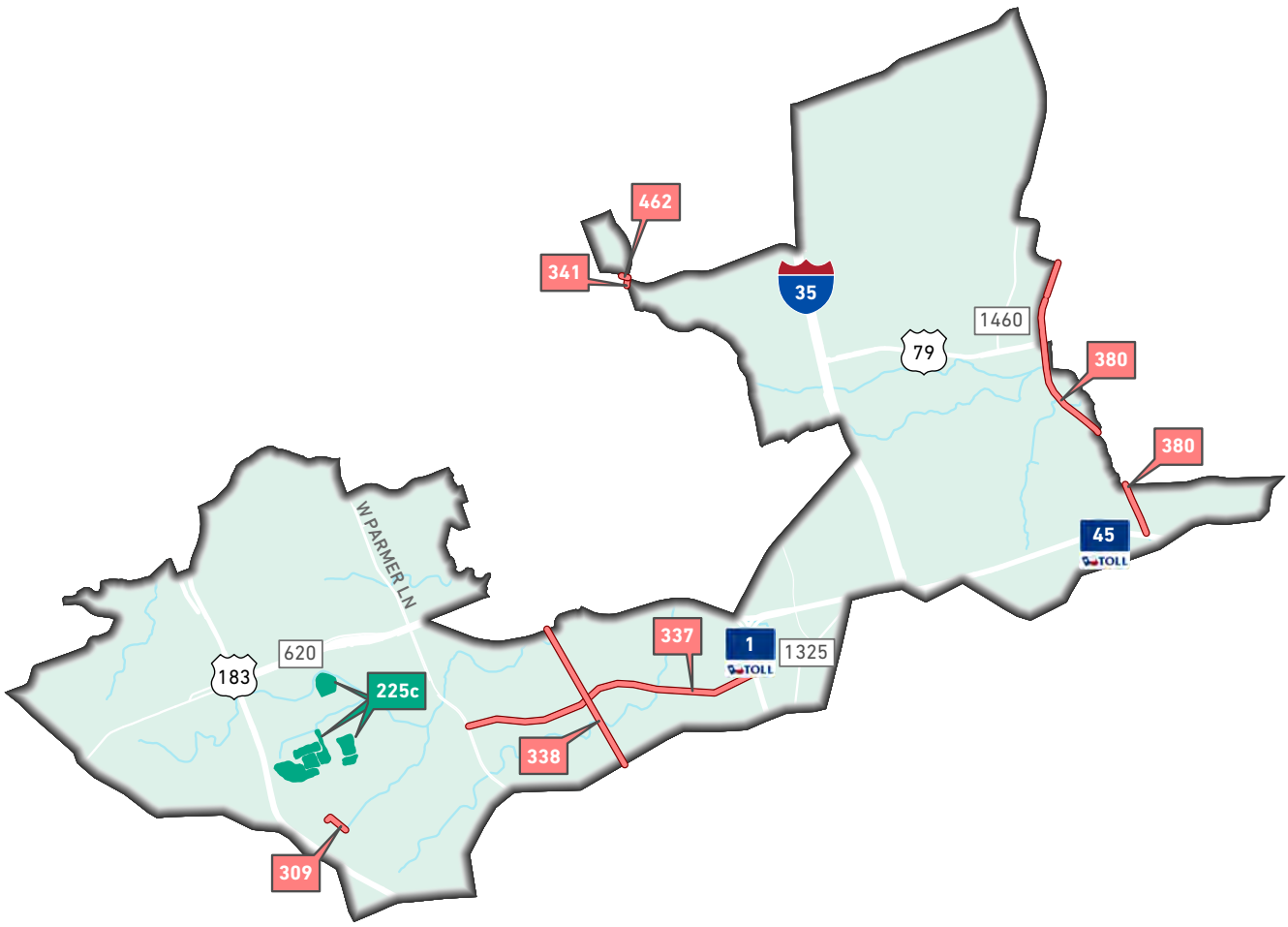
In Design
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road area)

Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Completed/Open to Traffic
224 North Mays Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

Design Project
Study

2019 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



In Design
309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734-Loop1)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
380 MoKan (University Boulevard to SH 45)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic
225c Forest North Drainage Improvements Phase 3

Design Project
Study

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265

Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	5
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	13
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	18
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	13	22
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	19	27
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	25	31
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	47	36
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	54	40
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	58	45
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	61	49
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	64	54
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	65	58
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	67	62
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	71	67
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	73	71
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	77	75
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	81	80
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	83	84
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	84	89
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	87	93
22	11/1/2020	11/30/2020	30	$190,635.28	$9,388,358.93	$21,181.70	$1,043,150.99	89	98
23	12/1/2020	12/31/2020	16	$338,985.41	$9,727,344.34	$37,665.05	$1,080,816.04	92	100
24	1/1/2021	2/28/2021	0	$165,603.43	$9,892,947.77	$18,400.38	$1,099,216.42	94	100
25	3/1/2021	5/31/2021	0	$1,535,933.64	$11,428,881.41	-$1,099,216.42	$0.00	97	100
26	6/1/2021	12/31/2021	0	$18,800.00	$11,447,681.41	$0.00	$0.00	97	100
27	1/1/2022	5/31/2022	0	$264,978.20	$11,712,659.61	$0.00	$0.00	100	100

8/31/2022 Comments - Coordinating acceptance of project with City of Round Rock.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.11	$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Change Order Number	Approved	Cost This CO	Total COs
03	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
04	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	$194,528.81	$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

Change Order Number	Approved	Cost This CO	Total COs
6	3/23/2021	$364,733.96	$ 673,035.73

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
7	4/12/2022	$302,109.20	$ 975,144.93

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

Adjusted Price = $11,750,980.68

Forest North Phase 3
Project No. 3866

Original Contract Price = $4,793,058.15

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
4/23/2020	5/5/2020	6/1/2020	6/11/2020	1/7/2022	3/18/2022		600	2	602

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/11/2020	6/30/2020	20	$162,371.70	$162,371.70	$18,041.30	$18,041.30	4	3
2	7/1/2020	7/31/2020	31	$312,289.20	$474,660.90	$34,698.80	$52,740.10	11	8
3	8/1/2020	8/31/2020	31	$290,125.80	$764,786.70	$32,236.20	$84,976.30	17	14
4	9/1/2020	9/30/2020	30	$287,032.05	$1,051,818.75	$31,892.45	$116,868.75	23	19
5	10/1/2020	10/31/2020	31	$468,464.76	$1,520,283.51	$52,051.64	$168,920.39	34	24
6	11/1/2020	11/30/2020	30	$206,112.42	$1,726,395.93	$22,901.38	$191,821.77	38	29
7	12/1/2020	12/31/2020	31	$311,530.68	$2,037,926.61	$34,614.52	$226,436.29	45	34
8	1/1/2021	1/31/2021	31	$169,934.92	$2,207,861.53	$18,881.66	$245,317.95	49	39
9	2/1/2021	2/28/2021	28	$206,865.00	$2,414,726.53	$22,985.00	$268,302.95	53	44
10	3/1/2021	3/31/2021	31	$214,908.30	$2,629,634.83	$23,878.70	$292,181.65	58	49
11	4/1/2021	4/30/2021	30	$109,026.67	$2,738,661.50	$12,114.07	$304,295.72	61	54
12	5/1/2021	5/31/2021	31	$51,380.93	$2,790,042.43	$5,708.99	$310,004.71	62	59
13	6/1/2021	6/30/2021	30	$132,931.80	$2,922,974.23	$14,770.20	$324,774.91	65	64
14	7/1/2021	7/31/2021	31	$187,562.29	$3,110,536.52	$20,840.26	$345,615.17	69	69
15	8/1/2021	8/31/2021	31	$298,473.57	$3,409,010.09	$33,163.73	$378,778.90	75	74
16	9/1/2021	9/30/2021	30	$443,259.14	$3,852,269.23	-$176,027.89	$202,751.01	81	79
17	10/1/2021	10/31/2021	31	$305,424.55	$4,157,693.78	$16,074.98	$218,825.99	87	84
18	11/1/2021	11/30/2021	30	$349,058.60	$4,506,752.38	$18,371.50	$237,197.49	95	89
19	12/1/2021	12/31/2021	31	$207,174.81	$4,713,927.19	$10,903.94	$248,101.43	99	95
20	1/1/2022	1/31/2022	7	$28,359.87	$4,742,287.06	$1,492.63	$249,594.06	99	96
21	2/1/2022	2/28/2022	0	$7,514.50	$4,749,801.56	$395.50	$249,989.56	100	96
22	3/1/2022	3/31/2022	0	$147,516.30	$4,897,317.86	-$150,041.74	$99,947.82	100	96
23	4/1/2022	7/15/2022	0	$119,947.82	$5,017,265.68	-$99,947.82	$0.00	100	96

8/31/2022 Comments - Processed final payment to Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	10/6/2020	$22,353.00	$ 22,353.00

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order makes various changes to the City of Austin (COA) water line layout on Perthshire Street and Broadmeade Avenue in the Braes Valley Zone. 4B: Third Party Accommodation. Third Party requested work. The cost of this change order is being paid for by the City of Austin and they have reviewed and approved this revision and additional cost.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$5,017.92	$ 27,370.92

3F: County Convenience. Additional work desired by the County. This Change Order modifies the grate elevation of an existing drop inlet and regrades the ditches to improve drainage at 9615 Moorberry Street. The drop inlet was installed in a previous Forest North drainage improvement project.

Change Order Number	Approved	Cost This CO	Total COs
3	1/12/2021	$ 27,841.45	$ 55,212.37

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new item to pay the Contractor for additional potholing needed to locate City of Austin (COA) water lines and services in locations not called for in the plans and outside the normal bid item subsidiary potholing. This Change Order also adds a new item to pay the Contractor to remove and replace mailboxes that are in conflict with COA water line relocations. The City of Austin has agreed to pay the additional costs associated with these items.

Change Order Number	Approved	Cost This CO	Total COs
4	1/12/2021	$ 2,215.00	$ 57,427.37

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds two new items to pay the Contractor to replace a driveway and pipe end treatments located at the intersection of Wisterwood and Broadmeade in the Braes Valley Zone that were impacted by the installation of the City of Austin 12" water line, per Change Order 1. The City of Austin has agreed to pay the additional cost associated with these items.

Change Order Number	Approved	Cost This CO	Total COs
5	1/12/2021	$ 5,117.00	$ 62,544.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds two new items for wood fence gates that were not included in the original plans. Wood fence is shown to be removed and replaced but no items were established to replace wood fence gates encountered within the fence removal areas. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order also adds an item to compensate the Contractor for the cost to relocate a copper water service line on the private side of the water line service at 13013 Stillforest Street. The existing copper water service line is required to be moved because it is in conflict with proposed storm sewer installation. The County is paying the cost of this Change Order.

Change Order Number	Approved	Cost This CO	Total COs
6	3/16/2021	$ 25,200.00	$ 87,744.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds an item to pay for 24" RCP 6:1 safety end treatments (SET's). Plan sheet 120 of 201 (SB7 of SB10) calls for the 24" RCP on Chester Forest Street to have 6:1 SET's but no pay items were created to pay for this item on the bid forms.

Change Order Number	Approved	Cost This CO	Total COs
7	10/5/2021	$ 30,341.85	$ 118,086.22

3F: Additional work desired by the County. County Convenience. This Change Order adds an item to compensate the contractor for a portion of the reconstruction cost of Queensland Drive. Queensland Drive required reconstruction due in part to the condition of the existing roadway and the impact of the Contractor's equipment entering and exiting their staging area adjacent to the roadway.

Change Order Number	Approved	Cost This CO	Total COs
8	10/5/2021	$ 9,733.37	$ 127,819.59

3F: Additional work desired by the County. County Convenience. This Change Order adds a new item to compensate the Contractor to mill and overlay Newberry Drive in lieu of patching the trenches for the waterline and storm sewer pipe ditchlines.

Change Order Number	Approved	Cost This CO	Total COs
9	1/19/2022	$ 182,754.00	$ 310,573.59

3F: Additional work desired by the County. County Convenience. This Change Order provides the interim balancing for the overrun of Contract quantities on the project paid for by Williamson County. The overruns were a result of addressing field conditions not accounted for in the original plans. Item 400-WC01 is being added to compensate the Contractor for repairs to the existing pavement adjacent to the pipe trench repairs.

Change Order Number	Approved	Cost This CO	Total COs
10	4/12/2022	$ 142,048.42	$ 452,622.01

3F: Additional work desired by the County. County Convenience. This Change Order provides the balancing for the overrun and underrun of Contract quantities on the project paid for by the City of Austin. All changes were approved by the City prior to the work being performed.

Change Order Number	Approved	Cost This CO	Total COs
11	4/12/2022	$ (211,080.35)	$ 241,541.66

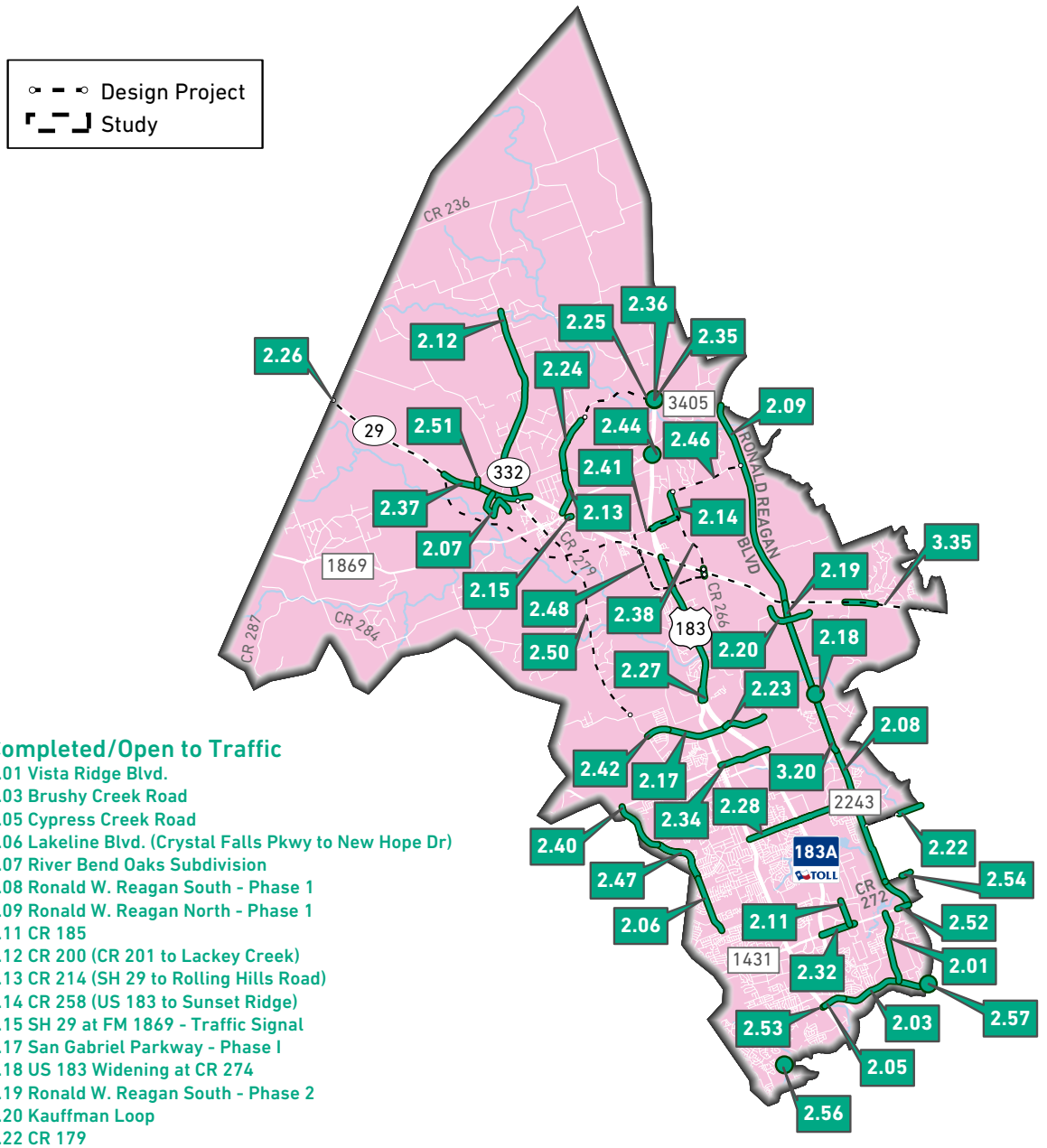
2E: Differing Site Conditions. This Change Order provides the balancing for the overrun and underrun of Contract quantities on the project paid for by Williamson County. The overruns and underruns were a result of addressing field conditions not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
12	8/3/2022	$ (17,206.66)	$ 224,335.00

2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the balancing for the overrun of Contract quantities on the project paid for by Williamson County. The overruns were a result of addressing field conditions not accounted for in the original plans. This Change Order corrects the number of mailboxes billed to the COA. The COA was responsible for 9 mailboxes and the County was responsible for 30 mailboxes.

Adjusted Price = $5,017,393.15

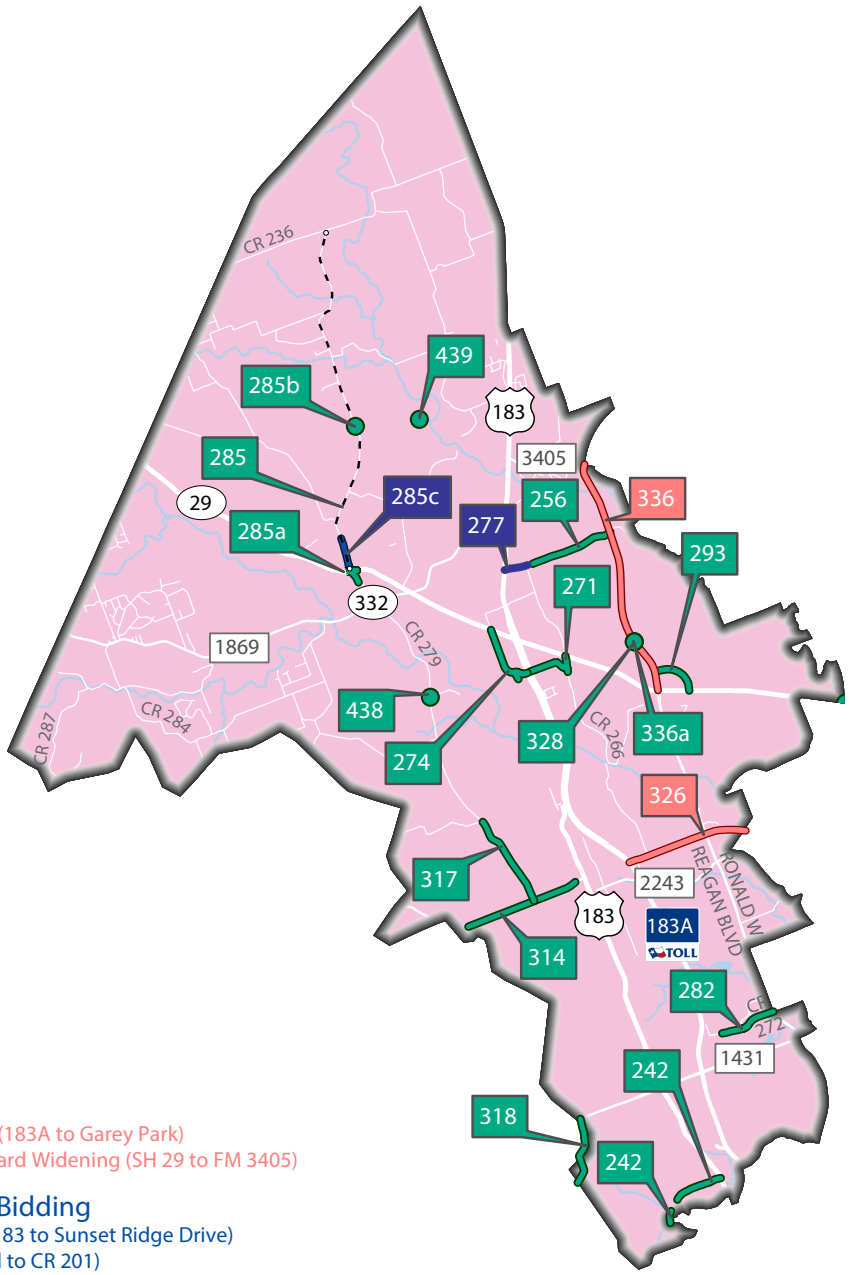
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kauffman Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic
2.26 SH 29 Improvements and Schematic
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long



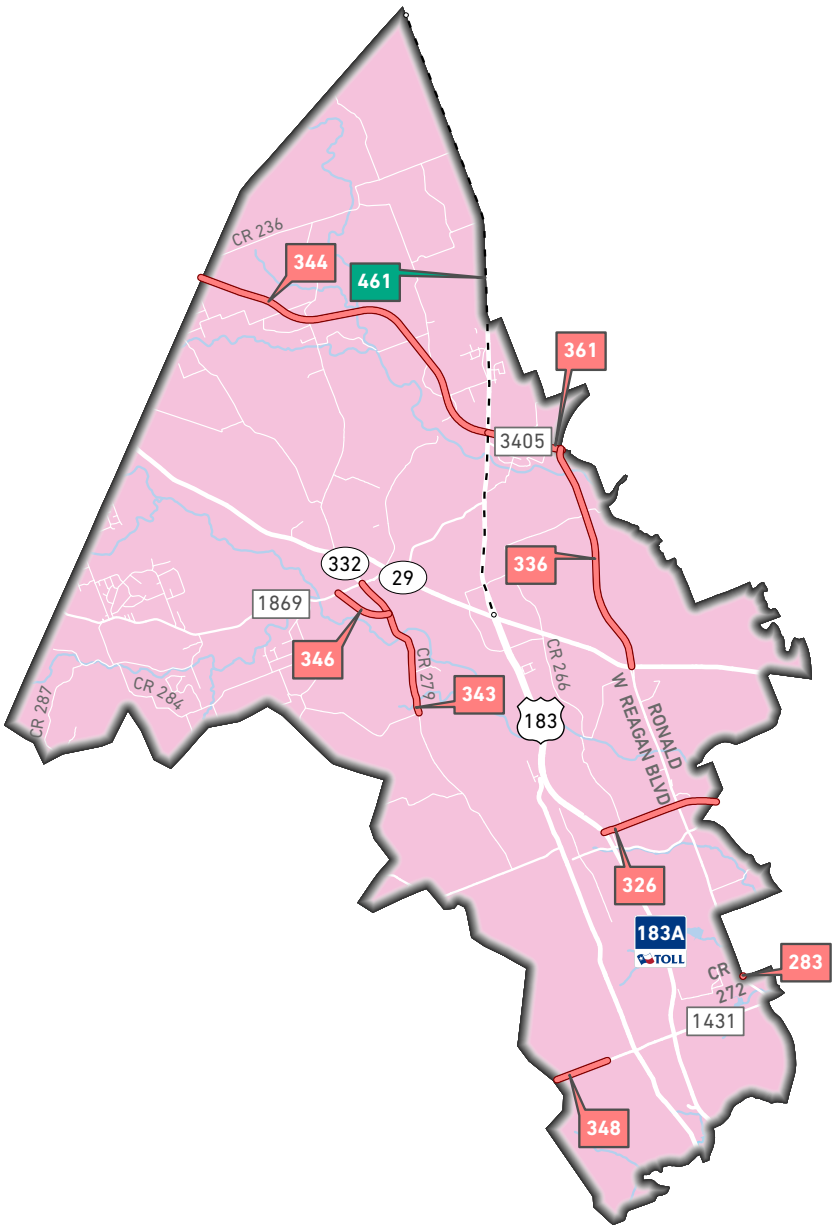
In Design
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
285c CR 200 (CMTA Railroad to CR 201)

Completed/Open to Traffic
242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a SH 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

Design Project
Study

2019 ROAD BOND PROGRAM PROJECTS
Precinct 2 - Commissioner Long



In Design
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
326 RM 2243 Realignment (US 183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (Burnet County Line to US 183)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (US 183 to Ronald Reagan Boulevard)

Completed/Open to Traffic
461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

Design Project
Study

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282

Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019	3/15/2021			600	84	684

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	10	9
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	18	13
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	22	18
4	9/1/2019	9/30/2019	30	$781,187.35	$3,320,327.76	$86,798.60	$368,925.31	29	22
5	10/1/2019	10/31/2019	31	$629,436.02	$3,949,763.78	$69,937.33	$438,862.64	34	27
6	11/1/2019	11/30/2019	30	$278,357.53	$4,228,121.31	$30,928.62	$469,791.26	37	31
7	12/1/2019	12/31/2019	31	$499,295.12	$4,727,416.43	$55,477.23	$525,268.49	41	36
8	1/1/2020	1/31/2020	31	$507,587.04	$5,235,003.47	$56,398.56	$581,667.05	45	40
9	2/1/2020	2/29/2020	29	$495,830.37	$5,730,833.84	$55,092.26	$636,759.31	50	44
10	3/1/2020	3/31/2020	31	$1,495,940.26	$7,226,774.10	-$256,402.78	$380,356.53	59	49
11	4/1/2020	4/30/2020	30	$925,168.98	$8,151,943.08	$48,693.11	$429,049.64	67	53
12	5/1/2020	5/31/2020	31	$751,064.06	$8,903,007.14	$39,529.68	$468,579.32	73	58
13	6/1/2020	6/30/2020	30	$728,210.17	$9,631,217.31	$38,326.85	$506,906.17	79	62
14	7/1/2020	7/31/2020	31	$418,630.14	$10,049,847.45	$22,033.17	$528,939.34	82	67
15	8/1/2020	8/31/2020	31	$266,456.21	$10,316,303.66	$14,024.01	$542,963.35	85	71
16	9/1/2020	9/30/2020	30	$216,227.68	$10,532,531.34	$11,380.40	$554,343.75	86	76
17	10/1/2020	10/31/2020	31	$121,663.91	$10,654,195.25	$6,403.38	$560,747.13	87	80
18	11/1/2020	11/30/2020	30	$386,714.53	$11,040,909.78	$20,353.38	$581,100.51	91	85
19	12/1/2020	12/31/2020	31	$188,106.89	$11,229,016.67	$9,900.37	$591,000.88	92	89
20	1/1/2021	1/31/2021	31	$110,227.19	$11,339,243.86	$5,801.43	$596,802.31	93	94
21	2/1/2021	2/28/2021	28	$371,751.27	$11,710,995.13	$19,565.85	$616,368.16	96	98
22	3/1/2021	3/31/2021	15	$167,168.32	$11,878,163.45	$8,798.34	$625,166.50	97	100
23	4/1/2021	4/30/2021	0	$488,109.50	$12,366,272.95	-$372,793.58	$252,372.92	98	100
24	5/1/2021	5/31/2021	0	$3,507.27	$12,369,780.22	$71.57	$252,444.49	98	100
25	6/1/2021	6/30/1931	0	$7,239.36	$12,377,019.58	$147.75	$252,592.24	98	100
26	7/1/2021	8/31/2021	0	$16,577.12	$12,393,596.70	$338.30	$252,930.54	98	100
27	9/1/2021	12/31/2021	0	$67,554.57	$12,461,151.27	$1,378.67	$254,309.21	99	100
28	1/1/2022	8/1/2022	0	$301,423.05	$12,762,574.32	-$203,053.89	$51,255.32	100	100

8/31/2022 Comments - Grass has been established. Coordinating certification from Engineer of Record.

Change Order Number	Approved	Cost This CO	Total COs
01	2/28/2020	$112,306.36	$ 112,306.36

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$9,946.75	$ 122,253.11

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$3,372.67	$ 125,625.78

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$17,647.04	$ 143,272.82

2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
05	8/4/2020	$272,222.65	$ 415,495.47

2G: Differing Site Conditions (Unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

Change Order Number	Approved	Cost This CO	Total COs
06	10/6/2020	$681.04	$ 416,176.51

2C: Differing Site Conditions (unforeseeable) New development (conditions changing after PS&E completed). This Change Order adds the latest Guardrail End Treatment (MSKT) standard to the contract. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds work to extend a storm sewer pipe, revises the slope on some SET's from 4:1 to 3:1 (RFI 28), due to a change in the PGL of the roadway. A pipe underdrain system was added to the contract to address groundwater encountered during construction of the roadway (RFI #29). Construction Exit items that were not used on the project were deleted from the contract. This Change Order is for work in the Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
07	2/2/2021	$194,882.66	$ 611,059.17

3F: County Convenience. Additional work desired by the County. This Change Order adds the reconstruction of a 500' portion of CR 260 from SH 29 to Terra del sol Parkway to the contract at the request of Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
08	5/4/2021	$91,592.30	$ 702,651.47

Revisions and balancing of asphalt items.

Change Order Number	Approved	Cost This CO	Total COs
09	5/18/2021	($11,573.93)	$ 691,077.54

Revisions and balancing of striping items.

Change Order Number	Approved	Cost This CO	Total COs
10	8/17/2021	$43,291.29	$ 734,368.83

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities for the small signs on the project as a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable): Small signs have been added to the project to provide additional safety measures.

Change Order Number	Approved	Cost This CO	Total COs
11	12/15/2021	$68,933.28	$ 803,302.11

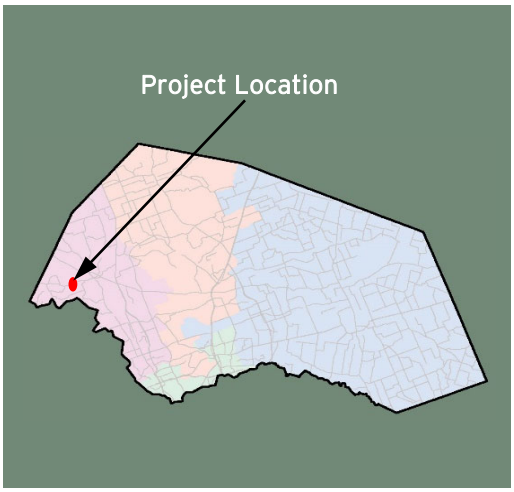
2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for the cost of overhead for the 24 days added to the contract time for the relocation of Liberty Hill water lines along SH 29. The cost of the work was added in Change Order 5 and the time was added in Change Order 10. The time impact of the additional work was not known at the time the cost of the work was negotiated.

Change Order Number	Approved	Cost This CO	Total COs
12	2/1/2022	-1,234,080.84	-430,778.73

2E: Differing Site Condition (Unforeseeable). Miscellaneous difference in site condition (unforeseeable).

Adjusted Price = $12,839,479.37





CR 200 Reconstruction
(North of SH 29 to South of CR 201)

Project Length: 0.947 Miles
Roadway Classification: Rural Collector

Project Schedule: November 2021 - September 2022
Estimated Construction Cost: $5.0 Million



AUGUST 2022 IN REVIEW

8/5/2022: Smith Contracting installed new signs throughout project. Smith completed placing the flexible base for the southbound lanes just north and south of railroad crossing on CR 200.

8/12/2022: Smith Contracting stripped the curb and gutter forms south of the railroad tracks. Subcontractor Rail Works removed the west half of the exisitng CR 200 railroad ties, concrete panels, tamping ballast and installed new concrete panels.

8/19/2022: Smith Contracting backfilled the center medians north and south of the railroad tracks. Subcontractor Rail Works installed new concrete panels across CR 200. Subcontractor CDL tested the new railroad electrical system.

8/26/2022: Smith Contracting laid out points for the remainder of curb and gutter for the median north of the railroad tracks. Subcontractor CDL began boring under the southbound CR 200 lanes, from the west side to the center median to the north, south of the railroad tracks and under the tracks west of southbound lanes.



Design Engineer: Jones & Carter
Contractor: M.A. Smith Contracting
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

HNTB

CR 200 Reconstruction
Project No. T5023

Original Contract Price = $4,975,515.09

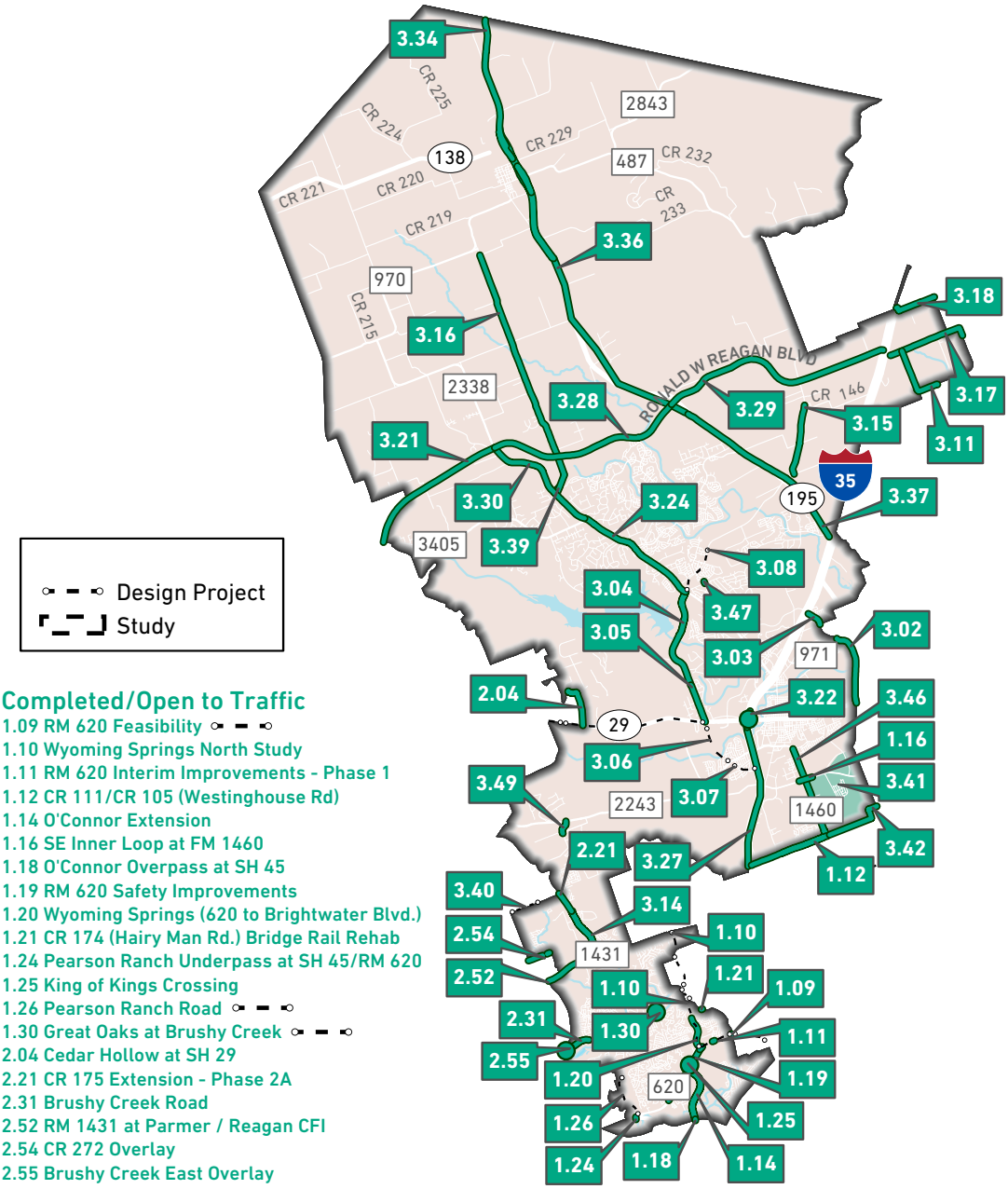
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/8/2021	9/30/2021	11/15/2021	11/25/2021				308		308

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/15/2021	12/3/2021	19	$322,884.45	$322,884.45	$35,876.05	$35,876.05	7	6
2	12/4/2021	12/31/2021	28	$243,429.75	$566,314.20	$27,047.75	$62,923.80	13	15
3	1/1/2022	1/28/2022	28	$322,421.76	$888,735.96	$35,824.64	$98,748.44	20	24
4	1/29/2022	2/28/2022	31	$522,074.39	$1,410,810.35	$58,008.27	$156,756.71	32	34
5	3/1/2022	3/28/2022	28	$360,789.80	$1,771,600.15	$40,087.75	$196,844.46	40	44
6	3/29/2022	4/29/2022	32	$353,052.72	$2,124,652.87	$39,228.08	$236,072.54	47	54
7	4/30/2022	5/27/2022	28	$352,739.26	$352,739.26	$39,193.25	$275,265.79	55	63
8	5/28/2022	7/1/2022	35	$185,880.12	$185,880.12	$20,653.35	$295,919.14	59	74
9	7/2/2022	8/1/2022	31	$258,962.10	$258,962.10	$28,773.57	$28,773.57	66	84

8/31/2022 Comments - Phase 1 (northbound) completed. Construction of western half (southbound) is ongoing.

Adjusted Price = $4,975,515.09

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



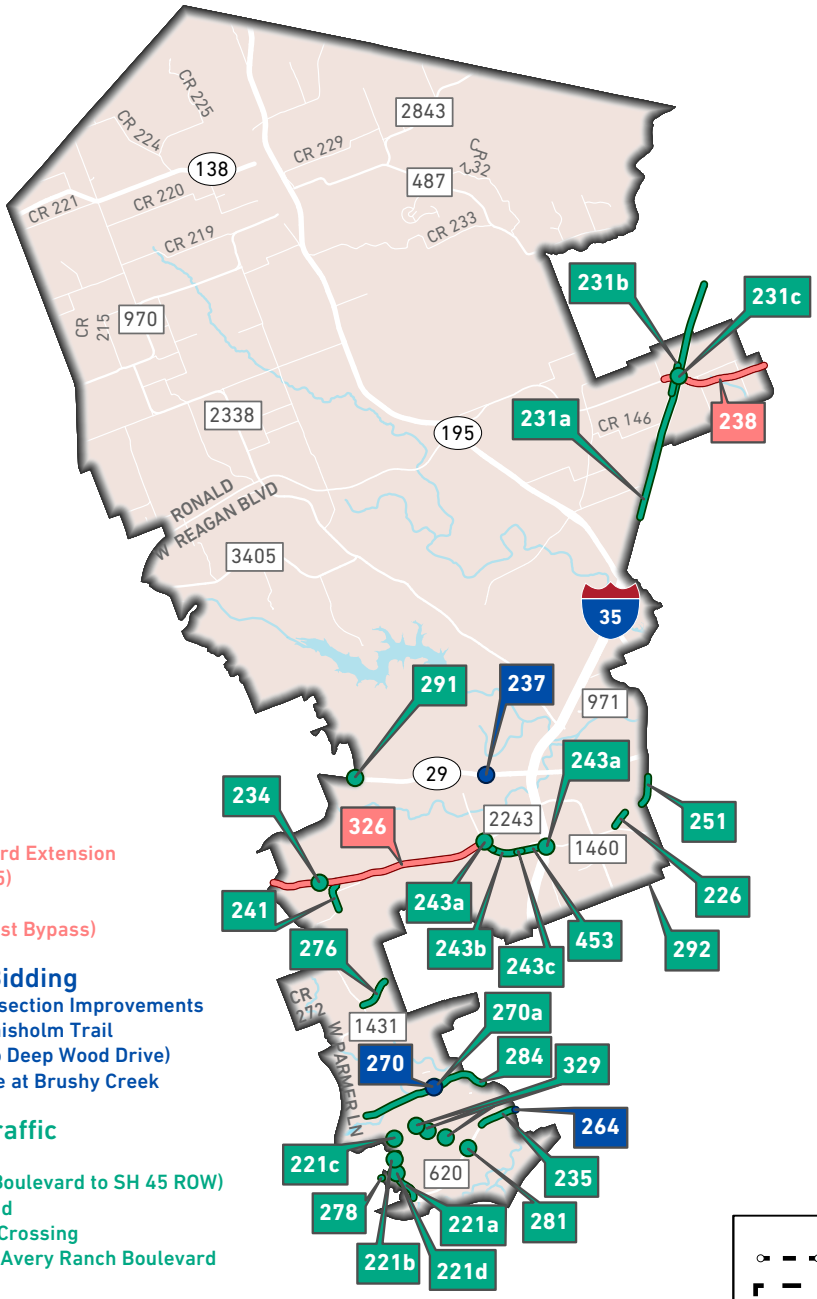
Design Project

Study

Completed/Open to Traffic

1.09 RM 620 Feasibility
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road
1.30 Great Oaks at Brushy Creek
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3
3.07 Georgetown Inner Loop - Project 4
3.08 Georgetown Inner Loop - Project 5
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey



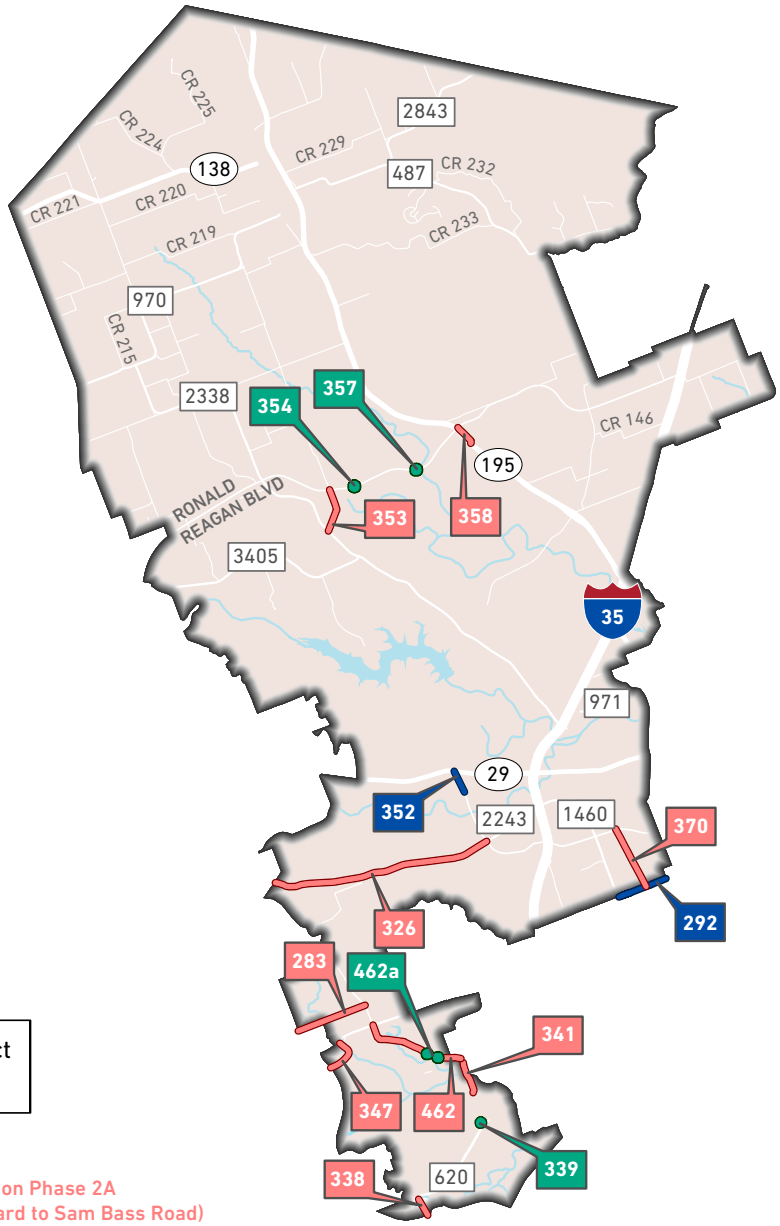
Design Project
Study

In Design
238 Ronald Reagan Boulevard Extension
Planning (IH 35 to SH 95)
326 RM 2243 Realignment
(Garey Park to Southwest Bypass)

Under Construction/Bidding
237 SH 29 at DB Wood Intersection Improvements
264 RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek

Completed/Open to Traffic
221a Pearson Ranch Road
(South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and
Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard
Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion
(FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional
Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements
(LTL at Central Maintenance Facility)
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening
(Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620
Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements
(Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road / CR 111 / CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals
(Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS
Precinct 3 - Commissioner Covey



In Design
283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
358 SH 195 at Ronald Reagan Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Under Construction/Bidding
292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)

Completed/Open to Traffic
339 Wyoming Springs Intersection Improvements (At Smyers Lane)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch Boulevard and Great Oaks Drive Intersections)

Ronald Reagan at Silver Spur / Ronald Reagan at Sun City Intersections (Intersection Improvements)
Project No. T1873 Original Contract Price = $875,350.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/6/2020	10/13/2020	11/24/2020	12/8/2020	6/11/2021	1/12/2022		142	44	186

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/8/2020	12/30/2020	23	$107,172.03	$107,172.03	$11,908.00	$11,908.00	14	12
2	12/31/2020	1/31/2021	32	$56,797.20	$163,969.23	$6,310.80	$18,218.80	22	30
3	2/1/2021	3/31/2021	59	$64,033.20	$228,002.43	$7,114.80	$25,333.60	30	61
4	4/1/2021	5/31/2021	61	$420,254.52	$648,256.95	$46,694.95	$72,028.55	85	94
5	5/31/2021	6/25/2021	11	$111,305.55	$759,562.50	-$32,051.58	$39,976.97	95	100
6	6/26/2021	8/10/2021	0	$64,572.29	$712,829.24	-$23,157.89	$16,819.08	99	100
7	8/11/2021	3/31/2022	0	$21,469.15	$734,298.39	-$16,819.08	$0.00	100	100

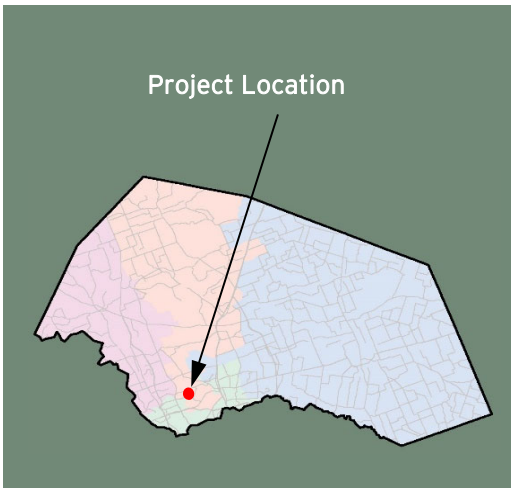
8/31/2022 Comments - Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	11/9/2021	-$29,746.06	$ (29,746.06)

2E: Differing Site Conditions(unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 2C: Differing Site Conditions. This Change Order adds new items to the contract to pay the Contractor for additional work. The added work includes, removing and replacing an existing flashing beacon assembly, milling and overlaying Silver Spur to maintain the existing profile and placing block sod in the center median of Silver Spur.

Adjusted Price = $845,603.94





Great Oaks Drive Bridge at Brushy Creek
(Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive)

Project Length: 0.191 Miles
Roadway Classification: Major Collector

Project Schedule: September 2021 - Spring 2023
Estimated Construction Cost: $10.6 Million



AUGUST 2022 IN REVIEW

8/5/2022: DeNucci Constructors formed and poured the vertical coping at the Hairy Man Abutment. Subcontractor Greater Austin set forms, tied steel, and prepped for the deck slab pour from the Hairy Man Abutment to the Great Oaks Bridge.

8/12/2022: DeNucci Constructors formed and poured the coping on the east side of the Hairy Man Abutment on both Walls 4R and 4L. DeNucci began preparing the subgrade between walls 3L and 3R embankment on Great Oaks.

8/19/2022: DeNucci began placing fill between walls 3L and 3R along Great Oaks. Subcontractor Greater Austin poured the concrete deck slab on the slab beams from the Hairy Man Abutment to Great Oaks Bridge. Greater Austin began setting forms and tying steel for the approach slab at the Hairy Man Abutment.

8/26/2022: DeNucci Constructors formed and poured the moment slab along Wall 4L and the top leveling pad on wall 3R. Subcontractor Greater Austin set forms for the sidewalk on the bridge deck slab at the Hairy Man Abutment to the Great Oaks Bridge. Greater Austin completed setting forms, tying steel, and poured the approach slab at the Hairy Man Abutment.



Design Engineer: P.E. Structural
Contractor: DeNucci Constructors
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = $10,580,634.11

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021				585		585

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/13/2021	9/30/2021	18	$299,881.08	$299,881.08	$33,320.12	$33,320.12	3	3
2	10/1/2021	10/31/2021	31	$305,937.90	$605,818.98	$33,993.10	$67,313.22	6	8
3	11/1/2021	11/30/2021	30	$353,916.66	$959,735.64	$39,324.07	$106,637.29	10	14
4	12/1/2021	12/31/2021	31	$323,378.73	$1,283,114.37	$35,930.97	$142,568.26	13	19
5	1/1/2022	1/31/2022	31	$388,799.66	$1,671,914.03	$43,199.97	$185,768.23	18	24
6	2/1/2022	2/28/2022	28	$496,378.98	$2,168,293.01	$55,153.22	$240,921.45	23	29
7	3/1/2022	3/31/2022	31	$243,581.01	$2,411,874.02	$27,064.55	$267,986.00	25	34
8	4/1/2022	4/30/2022	30	$232,084.08	$232,084.08	$25,787.13	$293,773.13	28	39
9	5/1/2022	5/31/2022	31	$754,642.60	$754,642.60	$83,849.18	$377,622.31	36	45
10	6/1/2022	6/30/2022	30	$340,143.79	$340,143.79	$37,793.75	$415,416.06	7	50
11	7/1/2022	7/31/2022	31	$475,914.67	$475,914.67	$52,879.41	$52,879.41	44	55

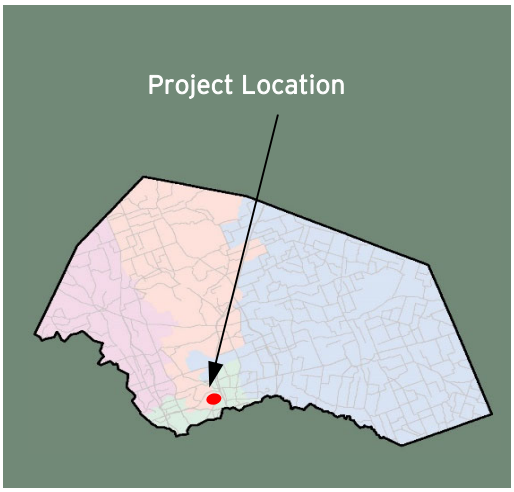
8/31/2022 Comments - Great Oaks Bridge (Phase 1) construction is ongoing and retaining wall construction continues.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	29,487.96	29,487.96

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

Adjusted Price = $10,610,122.07





CR 111 Westinghouse Road
(FM 1460 to SH 130 and CR 110 North to CR 111)

Project Length: 4.633 Miles
Roadway Classification: Rural Collector

Project Schedule: Janaury 2022 - Spring 2024
Estimated Construction Cost: $21 Million



AUGUST 2022 IN REVIEW

8/5/2022: Capital Excavation placed concrete for sidewalk in front of the Gateway School. Subcontractor Texas Materials placed Type B Hot mix on proposed road in front of Gateway school and placed prime and underseal coat on top of flex base at roadway east of FM 1460 to Gaelic Drive. Capital placed of safety end treatments from Gaelic Drive to Culvert 1 by FM 1460.

8/12/2022: Capital Excavation continued earthwork activities from east of FM 1460 to Spur CR 105. Capital continued to set forms and placed concrete for safety end treatments from east of FM 1460 to Gaelic Drive. Capital continued to bore the casing for the water line crossing at CR 111 and CR 110 Spur.

8/19/2022: Capital Excavation installed the drainage system at FM 1460. Capital continued to bore the casing for the water line crossing at CR 111 east of Rockride and East of Bell Gin Road. Subcontractor Texas Materials placed hot mix asphalt on new roadway near Gaelic Drive.

8/26/2022: Capital Excavation continued to process flexible base from FM 1460 to west of Bell Gin Road. Capital completed road drainage systems for Phase 2 from FM 1460 to Pietra Street and continued toward the Gateway School. Capital continued to bore the casing for the water line crossing at CR 111 east of Rock Ridge.



Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

Williamson County
Road Bond Program

HNTB

CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022				700		700

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2022	2/28/2022	28	$142,149.86	$142,149.86	$15,794.43	$15,794.43	1	4
2	3/1/2022	3/31/2022	31	$1,624,724.26	$1,766,874.12	$180,524.92	$196,319.35	9	8
3	4/1/2022	4/30/2022	30	$1,286,121.32	$3,052,995.44	$142,902.37	$339,221.72	16	13
4	5/1/2022	5/31/2022	31	$1,110,146.80	$4,163,142.24	$123,349.64	$462,571.36	21	17
5	6/1/2022	6/30/2022	30	$482,208.08	$4,645,350.32	$53,578.66	$516,150.02	24	21
6	7/1/2022	7/31/2022	31	$787,780.04	$5,433,130.36	$87,524.44	$603,674.46	28	26

8/31/2022 Comments - Roadway, storm sewer, and installation of water lines continue.

Change Order Number	Approved	Cost This CO	Total COs
01	5/3/2022	$233,364.00	$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

Change Order Number	Approved	Cost This CO	Total COs
02	5/3/2022	$7,553.84	$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

Change Order Number	Approved	Cost This CO	Total COs
03	7/142022	$20,307.20	$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

Change Order Number	Approved	Cost This CO	Total COs
04	7/13/2022	$454,267.40	$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

Adjusted Price = $21,739,825.32

Project Name: Wyoming Springs at Smyers Lane
Project No. 22IFB68

Original Contract Price = $355,892.50

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/9/2022	3/22/2022	5/21/2022	5/31/2022	7/5/2022			45		45

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/31/2022	7/1/2022	32	$275,654.25	$275,654.25	$30,628.25	$30,628.25	86	71
2	7/2/2022	7/31/2022	3	$29,402.60	$305,056.85	$6,225.65	$36,853.90	99	78

8/31/2022 Comments - Substantial completion was issued on 7/5/22. Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2022	0.00	0.00

3M. County Convenience: 3I. Other: This Change Order revises the Force Account bid item from “Lump Sum” to “Dollar”.

Adjusted Price = $355,892.50

Project Name: Southwest Bypass Extension
Project No. 22IFB110

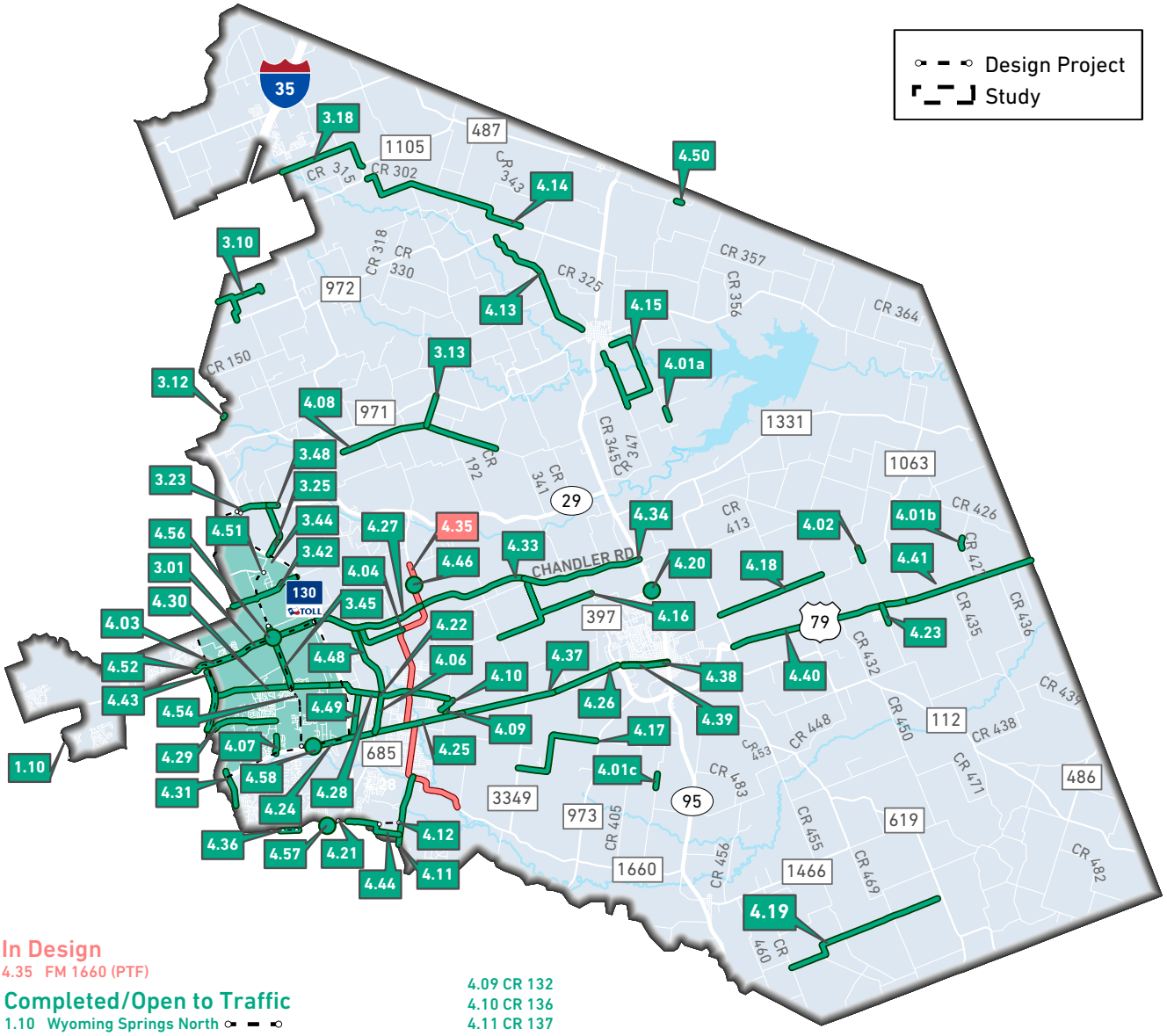
Original Contract Price = $4,288,543.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/23/2022	7/12/2022	8/18/2022	8/29/2022				239		239

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
8/31/2022	Comments - Notice to Proceed was issued on 8/18/22 with time charges starting on 8/29/22.								

Adjusted Price = $4,288,543.00

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



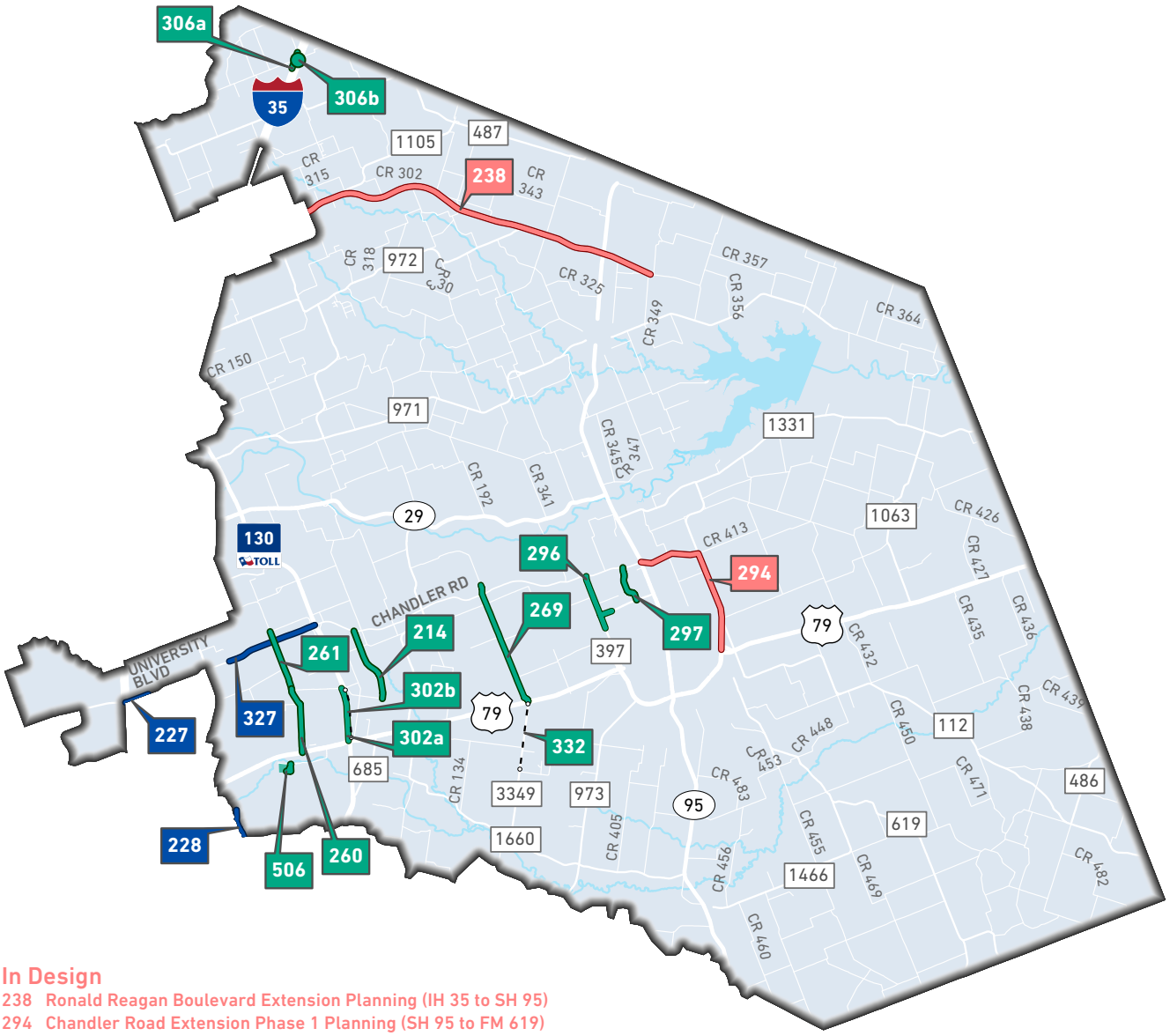
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

1.10 Wyoming Springs North
3.01 FM 1460 to CR 110
3.10 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (US 79 to Limmer Lp)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles



In Design
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 Planning (SH 95 to FM 619)

Under Construction/Bidding
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Boulevard Segments 2 and 3 (Forest Creek Boulevard to SH 45)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

Completed/Open to Traffic
214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
269 CR 101 (US 79 to North of Chandler Road)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

Design Project
Study

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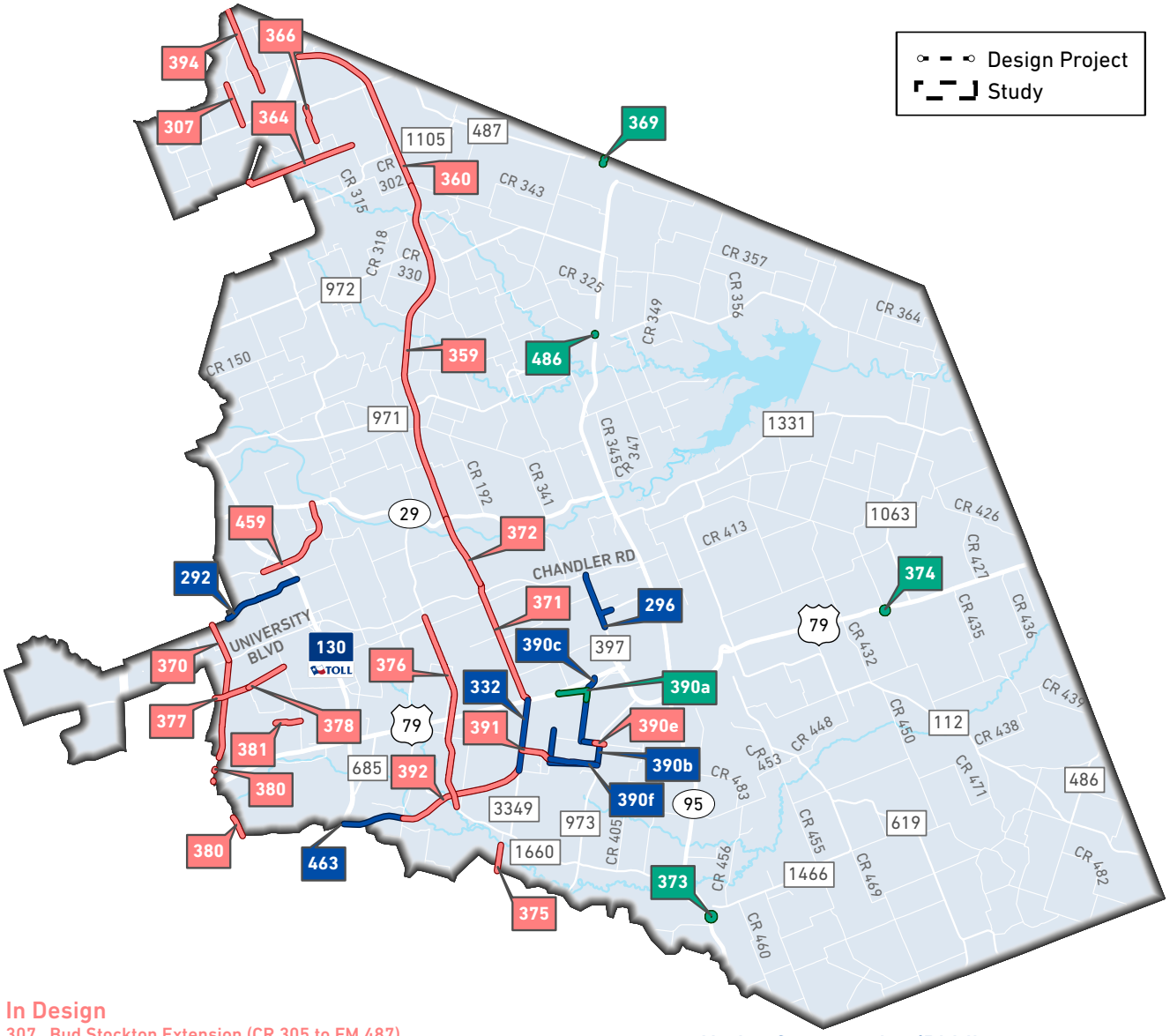
2019 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles



In Design

307 Bud Stockton Extension (CR 305 to FM 487)
359 Corridor E4 (Future SH 29 to Ronald Reagan Extension / Corridor D)
360 Corridor E5 (Ronald Reagan Extension / Corridor D to IH 35 / CR 305)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 Corridor E2 (US 79 to Chandler Road / Corridor B2)
372 Corridor E3 (Chandler Road / Corridor B2 to Future SH 29)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
390e CR 404 at FM 973 (CR 404)
391 CR 404 Realignment (CR 404 to FM 3349)
392 Southeast Loop Segment 2, Phase 1 (CR 137 to CR 404)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Southeast Inner Loop Extension (Corridor C)
(Sam Houston Avenue at Patriot Way to SH 29)

Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G. Parker Boulevard Northwest)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390f Future County Road (CR 404 to FM 973)
463 Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Completed/Open to Traffic

369 Bartlett Project (Cotrell Street)
373 Coupland Street Project (S. Broad & Muery Streets)
390a CR Improvements and Paving (CR401, CR402, CR404)
374 Thrall Street Project - S. Bounds Street
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)

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CR 110 Middle (Limmer Loop to CR 107)
Project No. 1809-261

Original Contract Price = $8,910,862.73

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/14/2018	2/5/2019	4/26/2019	5/6/2019	10/20/2020	6/29/2021		390	144	534

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/6/2019	5/31/2019	26	$719,064.06	$719,064.06	$79,896.01	$79,896.01	9	5
2	6/1/2019	6/30/2019	30	$327,805.09	$1,046,869.15	$36,422.78	$116,318.79	14	10
3	7/1/2019	7/31/2019	31	$406,884.79	$1,453,753.94	$45,209.43	$161,528.22	19	16
4	8/1/2019	8/31/2019	31	$391,244.33	$1,844,998.27	$43,471.59	$204,999.81	24	22
5	9/1/2019	9/30/2019	30	$88,385.54	$1,933,383.81	$9,820.61	$214,820.42	25	28
6	10/1/2019	10/31/2019	31	$295,167.52	$2,228,551.33	$32,796.39	$247,616.81	29	34
7	11/1/2019	11/30/2019	30	$424,033.35	$2,652,584.68	$47,114.82	$294,731.63	34	39
8	12/1/2019	12/31/2019	31	$511,268.18	$3,163,852.86	$56,807.57	$351,539.20	41	45
9	1/1/2020	1/31/2020	31	$385,342.62	$3,549,195.48	$42,815.85	$394,355.05	46	51
10	2/1/2020	2/29/2020	29	$514,688.36	$4,063,883.84	$57,187.60	$451,542.65	53	56
11	3/1/2020	3/31/2020	31	$344,124.14	$4,408,007.98	$38,236.01	$489,778.66	57	62
12	4/1/2020	4/19/2020	19	$293,737.21	$4,701,745.19	$32,637.47	$522,416.13	61	66
13	4/20/2020	5/19/2020	30	$277,306.64	$4,979,051.83	$30,811.87	$553,228.00	65	71
14	5/20/2020	6/24/2020	36	$726,652.00	$5,705,703.83	$80,739.12	$633,967.12	74	78
15	6/25/2020	7/25/2020	31	$410,122.34	$6,115,826.17	$45,569.15	$679,536.27	79	84
16	7/26/2020	8/25/2020	31	$254,747.98	$6,370,574.15	$28,305.33	$707,841.60	83	90
17	8/26/2020	9/23/2020	29	$111,839.24	$6,482,413.39	$12,426.58	$720,268.18	84	95
18	9/24/2020	10/25/2020	27	$962,394.02	$7,444,807.41	-$568,333.33	$151,934.85	89	100
19	10/26/2020	11/25/2020	0	$88,804.62	$7,533,612.03	$1,812.34	$153,747.19	90	100
20	11/26/2020	12/27/2020	0	$50,446.95	$7,584,058.98	$1,029.53	$154,776.72	90	100
21	12/28/2020	1/31/2021	0	$33,416.21	$7,617,475.19	$681.96	$155,458.68	91	100
22	2/1/2021	2/28/2021	0	$44,523.85	$7,661,999.04	$908.65	$156,367.33	91	100
23	3/1/2021	3/31/2021	0	$547,703.24	$8,209,702.28	$11,177.62	$167,544.95	98	100
24	4/1/2021	4/30/2021	0	$69,299.54	$8,279,001.82	$1,414.28	$168,959.23	99	100
25	5/1/2021	5/31/2021	0	$10,190.46	$8,289,192.28	$207.96	$169,167.19	99	100
26	6/1/2021	8/31/2021	0	$64,415.21	$8,353,607.49	$1,314.60	$170,481.79	100	100
27	9/1/2021	Final	0	$196,770.56	$8,550,378.05	-$170,481.79	$0.00	100	100

8/31/2022 Comments - Processing final Balancing Change Order.

Change Order Number	Approved	Cost This CO	Total COs
01	10/8/2019	$66,291.83	$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	$31,881.14	$ 98,172.97

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$10,419.60	$ 108,592.57

3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes f rom just south of CR 112 to the north end of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	12/8/2020	$3,266.23	$ 111,858.80

3L: County Convenience. Revising safety work/measures desired by the County. This Change Order adds a new item to pay the Contractor to repair the guard rail end treatment on southbound CR 110, south of CR 112. This is within the construction project limits.

Change Order Number	Approved	Cost This CO	Total COs
05	3/16/2021	($11,737.85)	$ 100,120.95

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds improvements to drainage and new side street intersections to the project. 3L: County Convenience. Revising safety work/measures desired by the County. This Change Order deletes lime from the pavement section, adds item to pay for police used during traffic control, and repairs damage to a signal controller and repairs potholes in the existing pavement. 4B: Third Party Accommodation. Third party requested work. This change order adds fittings to the Jonah Water line.

Change Order Number	Approved	Cost This CO	Total COs
06	2/2/2021	$46,375.56	$ 146,496.51

3E: County Convenience. Reduction of future maintenance. This Change Order adds pay items to compensate the Contractor to mill and repave a portion of existing University Boulevard that was not called out to be overlayed in the plans.

Change Order Number	Approved	Cost This CO	Total COs
07	3/16/2021	$6,519.31	$ 153,015.82

3F: County Convenience. Additional work desired by the County. This Change Order adds a pay item to compensate the Contractor to remove additional structures in the right of way along CR 110 north of the project.

Change Order Number	Approved	Cost This CO	Total COs
08	3/16/2021	$233,343.80	$ 386,359.62

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
09	1/11/2022	($737,540.85)	$ (351,181.23)

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
10	5/3/2022	-50.90	-351,232.13

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order corrects quantities previously reported in Change Order #9.

Adjusted Price = $8,559,630.60

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/10/2019	11/5/2019	6/26/2020	7/6/2020	3/1/2022			540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	4
2	7/26/2020	8/30/2020	36	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	21	10
3	8/31/2020	9/23/2020	24	$66,831.99	$2,506,087.90	$7,425.78	$278,454.21	21	15
4	9/24/2020	10/25/2020	32	$531,044.64	$3,037,132.54	$59,004.96	$337,459.17	26	21
5	10/26/2020	11/29/2020	35	$424,017.35	$3,461,149.89	$47,113.04	$384,572.21	30	27
6	11/30/2020	12/27/2020	28	$709,324.00	$4,170,473.89	$78,813.77	$463,385.98	36	32
7	12/28/2020	1/27/2021	31	$294,970.38	$4,465,444.27	$32,774.49	$496,160.47	38	38
8	2/1/2021	2/28/2021	28	$293,948.14	$4,759,392.41	$32,660.91	$528,821.38	41	43
9	3/1/2021	3/31/2021	31	$367,172.81	$5,126,565.22	$40,796.97	$569,618.35	44	49
10	4/1/2021	4/30/2021	30	$421,691.16	$5,548,256.38	$46,854.58	$616,472.93	47	55
11	5/1/2021	5/31/2021	31	$703,963.56	$6,252,219.94	$78,218.17	$694,691.10	53	60
12	6/1/2021	6/30/2021	30	$348,806.38	$6,601,026.32	$38,756.27	$733,447.37	56	66
13	7/1/2021	7/31/2021	31	$450,541.31	$7,051,567.63	$50,060.14	$783,507.51	60	72
14	8/1/2021	8/31/2021	31	$759,767.66	$7,811,335.29	$84,418.63	$867,926.14	67	77
15	9/1/2021	9/30/2021	30	$572,768.63	$8,384,103.92	$63,640.93	$931,567.07	71	83
16	10/1/2021	10/31/2021	31	$731,491.99	$9,115,595.91	-$451,798.89	$479,768.18	74	89
17	11/1/2021	11/30/2021	30	$496,699.04	$9,612,294.95	$26,142.05	$505,910.23	78	94
18	12/1/2021	12/31/2021	31	$786,832.47	$10,399,127.42	$41,412.24	$547,322.47	84	100
19	1/1/2022	1/31/2022	31	$168,386.88	$10,567,514.30	$8,862.46	$556,184.93	85	106
20	2/1/2022	2/28/2022	28	$662,254.39	$11,229,768.69	$34,855.50	$591,040.43	91	111
21	3/1/2022	3/31/2022	1	$174,865.08	$11,404,633.77	$9,203.42	$600,243.85	92	111
22	4/1/2022	4/30/2022	30	$427,447.18	$11,832,080.95	-$358,772.84	$241,471.01	93	111
23	5/1/2022	5/31/2022	31	$58,135.36	$11,890,216.31	$1,186.44	$242,657.45	93	111
24	6/1/2022	6/30/2022	30	$1,755.09	$11,891,971.40	$35.81	$242,693.26	93	111

8/31/2022 Comments - Processing Final Balancing Change Order and coordinating final acceptance with the contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2021	139,570.57	$ 139,570.57

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite reconstruction of roadways.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2021	87,600.15	$ 227,170.72

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

Change Order Number	Approved	Cost This CO	Total COs
03	9/28/2021	81,281.83	$ 308,452.55

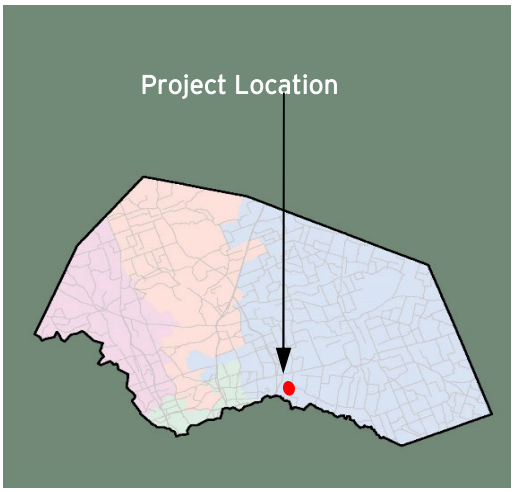
3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

Change Order Number	Approved	Cost This CO	Total COs
04	9/28/2021	(366,519.81)	$ (58,067.26)

3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F. County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

Adjusted Price = $13,034,774.74





Southeast Loop Segment 1, Phase 1
(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - Early 2023
Estimated Construction Cost: $11.7 Million



AUGUST 2022 IN REVIEW

8/5/2022: James Construction (JCG) poured the remaining two columns on Bent 4 and the Bent 5 cap on the SCS Pond Bridge. JCG poured the Tributary Bridge deck and the mow strip on Wall 5. Subcontractor Pike installed utility poles on the north side of CR 138 near the Bridge Church.

8/12/2022: JCG poured a portion of the Abutment 8 riprap and poured the Bent 4 Cap on the SCS Pond 21 Bridge. JCG also completed placing the coping and formed the remainder of the moment slab on Wall 5.

8/19/2022: JCG began grading embankment for the shared-use path on both sides of the SCS Pond. Subcontractor Elite Curb placed curb and gutter from the SCS Pond to the Bridge Church Driveway. Subcontractor Pike continued to work on relocating the utility poles to the west of the Bridge Church.

8/26/2022: JCG excavated and poured the Cement Stabilized Backfill underneath the approach slab on Abutment 1 on the SCS Pond 21 Bridge. JCG began placing drainage line west of the Prose Apartments. JCG excavated and placed flexible base for the Bridge Church shoo-fly. Subcontractor Pike continued relocating utilities and Elite Curb continued placing curb and gutter.



Design Engineer: RTG
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Southeast Loop Segment 1, Phase 1
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	13	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	15	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	18	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	24	35
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	28	40
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	34	46
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	42	51
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	48	57
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	53	62
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	58	68

8/31/2022 Comments - Subgrade, lime treatment, flex base and storm sewer work continues throughout the project. In addition, bridge work over the SCS Pond and the Tributary Creek continues.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	148,710.35	148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Adjusted Price = $11,675,499.44

Project Name: Thrall Project - South Bounds Street
Project No. 21IFB15

Original Contract Price = $889,988.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/23/2021	10/19/2021	11/9/2021	11/12/2021	1/18/2022	4/21/2022		75	0	75

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/12/2021	12/23/2021	42	$298,411.20	$298,411.20	$33,156.80	$33,156.80	40	56
2	1/1/2022	1/31/2022	18	$352,715.63	$651,126.83	$39,190.63	$72,347.43	88	80
3	2/1/2022	2/28/2022	0	$37,813.50	$688,940.33	$4,201.50	$76,548.93	93	80
4	3/1/2022	4/30/2022	0	$112,389.79	$801,330.12	-$60,195.25	$16,353.68	100	80

8/31/2022 Comments - Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	2/16/2022	47,437.00	47,437.00

2G. Differing Site Conditions (unforeseeable). Unadjusted utility. This Change Order revises the location of the drainage pipe and curb inlets to clear existing utilities and changes the curb inlets from PCO to PCU. 3F. County Convenience. Additional work desired by the County. This Change Order revises the pipe connection between the curb inlet and the pipe under the driveway and increases the quantity of pavement repair due to the current condition of the pavement.

Change Order Number	Approved	Cost This CO	Total COs
02	3/29/2022	-117,101.20	-69,664.20

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. New items are being added to pay the contractor for placement of soil retention blanket, installation and removal of construction exits, gravel for a driveway, electronic changeable message boards, asphalt tack and asphalt cold patch material for a driveway crossing.

Adjusted Price = $820,323.80

Project Name: Bartlett Project - Cotrell Street
Project No. 21IFB16

Original Contract Price = $419,919.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/6/2021	10/20/2021	11/10/2021	11/20/2021	2/18/2022	4/21/2022		70	21	91

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/20/2021	2/18/2022	91	$366,507.14	$366,507.14	$40,723.02	$40,723.02	98	100
2	2/19/2022	5/13/2022	0	$41,927.61	$408,434.75	$8,335.40	$49,058.42	100	100

8/31/2022 Comments - Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	-3,148.85	-3,148.85

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. New items are being added to pay the contractor for removal of existing driveway pipe and installation of new driveway pipe.

Adjusted Price = $416,770.15

Project Name: Davilla Street Culvert Replacement
Project No. 22IFB67

Original Contract Price = $664,464.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/22/2022	3/1/2022	3/28/2022	4/8/2022	6/9/2022			46		46

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/8/2022	6/9/2022	63	$609,609.69	$609,609.69	$12,441.01	$12,441.01	94	137

8/31/2022 Comments - Processing balancing Change Order. Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	5/2/2022	0.00	0.00

1. Design Error or Omission. 1B Other: This Change Order modifies the contract to include Addendum #1 for Force Account item to pay for bonus/penalties associated with salvaging & palletizing the bricks.

Adjusted Price = $664,464.00

Project Name: Coupland (S. Broad and Muery St.) Project
Project No. 21IFB20

Original Contract Price = $519,919.00

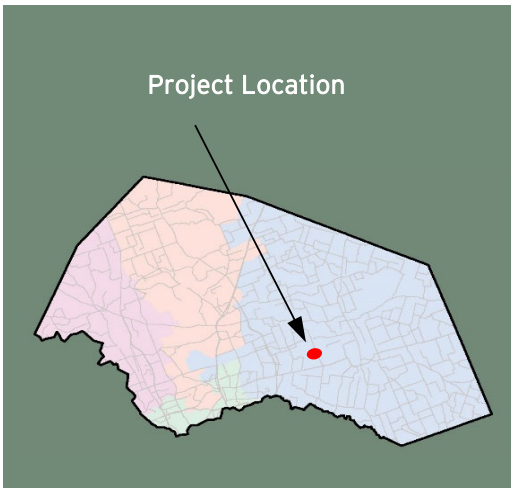
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/13/2021	10/27/2021	3/25/2022	4/5/2022	6/15/2022			126		126

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/5/2022	7/8/2022	95	$284,289.95	$284,289.95	$31,587.77	$31,587.77	61	73

8/31/2022 Comments - Contractor continues to establish vegetation. Processing final balancing Change Order. Coordinating final paperwork with the Contractor.

Adjusted Price = $519,919.00





CR 401 Reconstruction

Project Length: 1.253 Miles
Roadway Classification: Rural Collector

Project Schedule: April 2022 - Summer 2023
Estimated Construction Cost: $12.67 Million



AUGUST 2022 IN REVIEW

8/5/2022: James Construction (JCG) continued excavating the roadway and ditch just north of CR 402. JCG installed 24 inch reinforced concrete pipe and safety end treatments. JCG installed a concrete box culvert on west side at line 3. Subcontractor Austin Underground continued installation of the Jonah Water line relocation at Mustang Creek Tributary 2.

8/12/2022: JCG installed a 18 inch reinforced concrete pipe and safety end treatments at various driveways. Subcontractor Sexton began excavating and placing the City of Taylor water line at the north end of the green field section south of US 79.

8/19/2022: JCG built crane pads for setting beams and poured concrete back walls at abutments 1 and 3 of the Mustang Creek Tributary 2 Bridge. JCG graded and formed for rip rap wing walls at abutments 1 and 3. Subcontractor Austin Underground installed Jonah Water line along CR 403.

8/26/2022: JCG poured bent 2 cap for the bridge at Mustang Creek Tributary 2. JCG began tying reinforcing steel and forming for the headwall on the upstream end of Culvert 3. Subcontractor Austin Underground tied in the Jonah Water line south of the creek and performed a temporary tie-in north of the creek.



Design Engineer: HNTB
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = $12,673,200.94

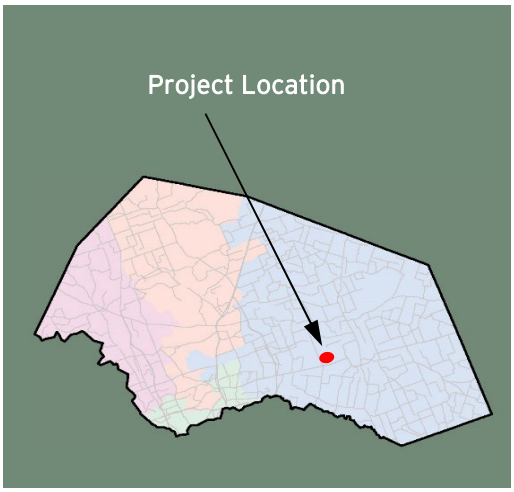
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022				505		505

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/14/2022	4/21/2022	16	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	3
2	4/22/2022	5/31/2022	40	$213,264.25	$754,614.25	$23,696.03	$83,846.03	7	11
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	19	16
4	7/2/2022	7/31/2022	30	$690,418.59	$2,839,826.54	$76,713.17	$315,536.28	24	7

8/31/2022 Comments - Roadway work north and south of CR 402 continues and Mustang Creek Tributary Bridge work began.

Adjusted Price = $12,673,200.94





CR 404 Hutto Water Line HDPE Pipe and
CR 404 Hutto 18-inch Water Line Alignment
(CR 404 to CR 404 at FM 973)

Project Length: 3.0 Miles
Roadway Classification: Waterline Relocation

Project Schedule: May 2022 - Summer 2022
Estimated Construction Cost: $5.1 Million



AUGUST 2022 IN REVIEW

8/5/2022: Austin Underground (AU) continued installing pipe for the Hutto Water line along CR 404. AU continued installing pipe for Water Line B. AU completed placing steel casing under Samsung driveway 3. The contractor began installing steel casing under FM 973.

8/12/2022: AU continued installing pipe for the Hutto Water Line along CR 404. AU continued installing pipe for Water Line B. AU completed placing steel casing under FM 973 and Samsung Driveway 2.

8/19/2022: AU continued installing pipe for the Hutto Water Line along CR 404. Austin Underground completed placement of the water line pipe through steel case under creeks 1 and 2 along CR 404. AU completed installing pipe for Water Line B. AU also completed placing steel casing under Samsung Driveway 1.

8/26/2022: AU continued installing pipe for the Hutto Water Line along CR 404. AU completed placement of water line pipe from Creek 1 to the tie-in with Water Line B along CR 404. AU completed installing water line pipe under Samsung Driveway 3. AU subcontractor Rangeline installed cold taps to the existing water line pipe for future tie-in.



Design Engineer: Cobb Fendley
Contractor: Austin Underground, Inc.
Construction Observation:
Bruce Williams, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: CR 404 Hutto Water Line HDPE Pipe
Project No. 22IFB96

Original Contract Price = $1,862,199.25

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
5/2/2022	5/10/2022	5/13/2022	5/23/2022				30		30

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/23/2022	5/31/2022	9	$1,435,719.80	$1,435,719.80	$75,564.20	$75,564.20	81	30
2	6/1/2022	6/30/2022	30	$115,763.68	$1,551,483.48	$6,092.83	$81,657.03	88	130
3	7/1/2022	7/31/2022	31	$91,900.31	$1,643,383.79	$4,836.85	$86,493.88	93	233

8/31/2022 Comments - Installation of the HDPE pipe continues along CR 404 and Future County Road.

Adjusted Price = $1,862,199.25

Project Name: CR 404 Hutto Water Line Realignment
Project No. T5045

Original Contract Price = $2,897,639.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/25/2021	9/14/2021	5/13/2022	5/23/2022				65		65

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/12/2022	2/6/2022	0	$49,500.00	$49,500.00	$5,500.00	$5,500.00	2	0
2	2/7/2022	4/30/2022	0	$144,305.28	$193,805.28	$16,033.92	$21,533.92	7	0
3	5/23/2022	6/30/2022	39	$397,058.96	$590,864.24	$44,117.66	$65,651.58	20	60
4	7/1/2022	7/31/2022	31	$817,451.13	$1,408,315.37	$90,827.91	$156,479.49	48	108

8/31/2022 Comments - Water line work continues along CR 404 and Future County Road.

Change Order Number	Approved	Cost This CO	Total COs
01	6/9/2022	-232,550.27	-232,550.27

3F. County Convenience. Additional work desired by the County. This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch HDPE pipe. Due to the Contract value of this requested change, the 24 inch HDPE pipe material and the fusion of that pipe is also being removed from this Contract and will be bid under a separate Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	7/12/2022	625,239.52	392,689.25

3F. County Convenience. Additional work desired by the County. This Change Order adds the relocation of the Jonah Water line along CR 401 that is currently in conflict with the CR 401 Reconstruction project. It is necessary to add this scope to this Contract, in order to meet Samsung's deadline of 7/31/2023.

Adjusted Price = $3,290,328.25

Project Name: Future County Road
Project No. 22IFB126

Original Contract Price = $11,289,929.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
7/12/2022	7/19/2022	8/5/2022	8/15/2022			413		413

8/31/2022 Comments - Notice to Proceed was issued on 8/5/22 with time charges starting on 8/15/22.

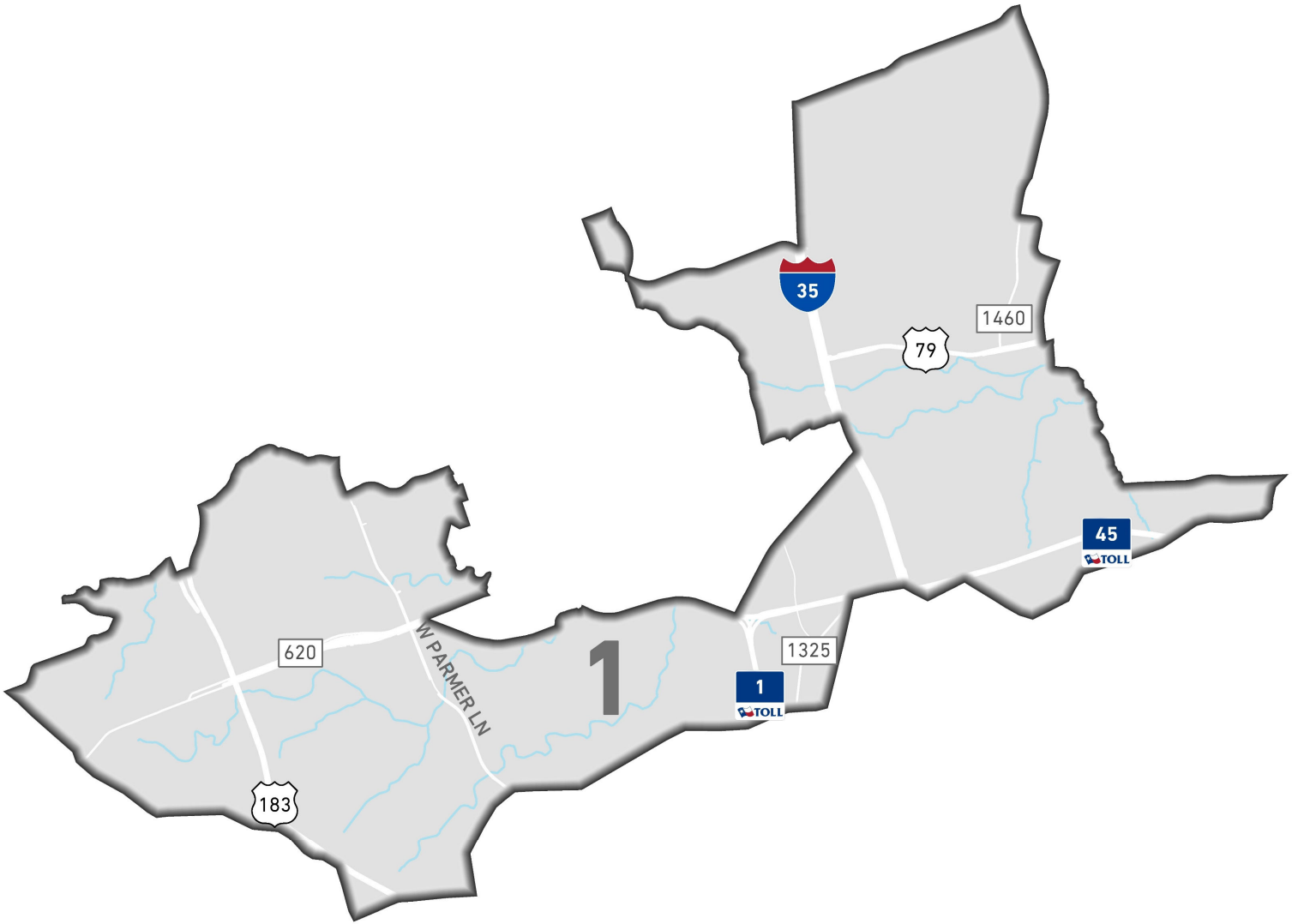
Adjusted Price = $11,289,929.00

Williamson County Commissioners Court

Road Bond Program

September 20, 2022

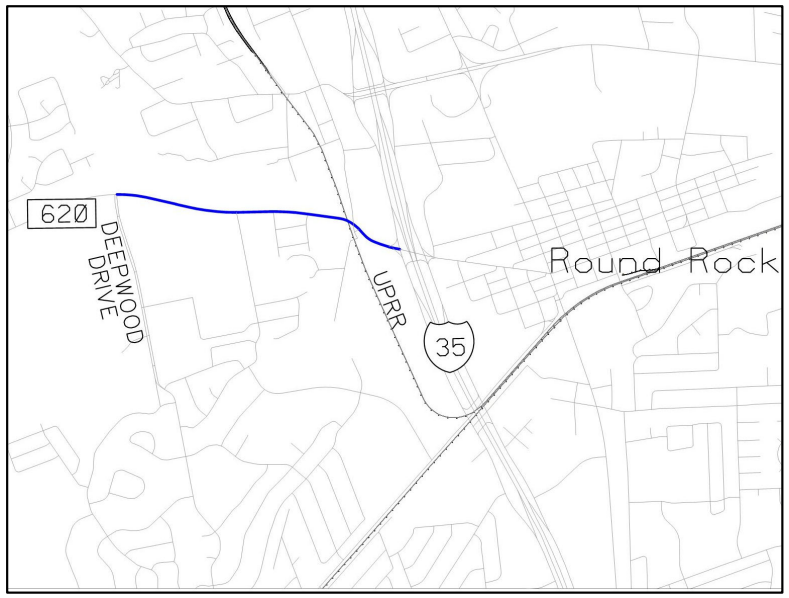
Precinct 1



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2023



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

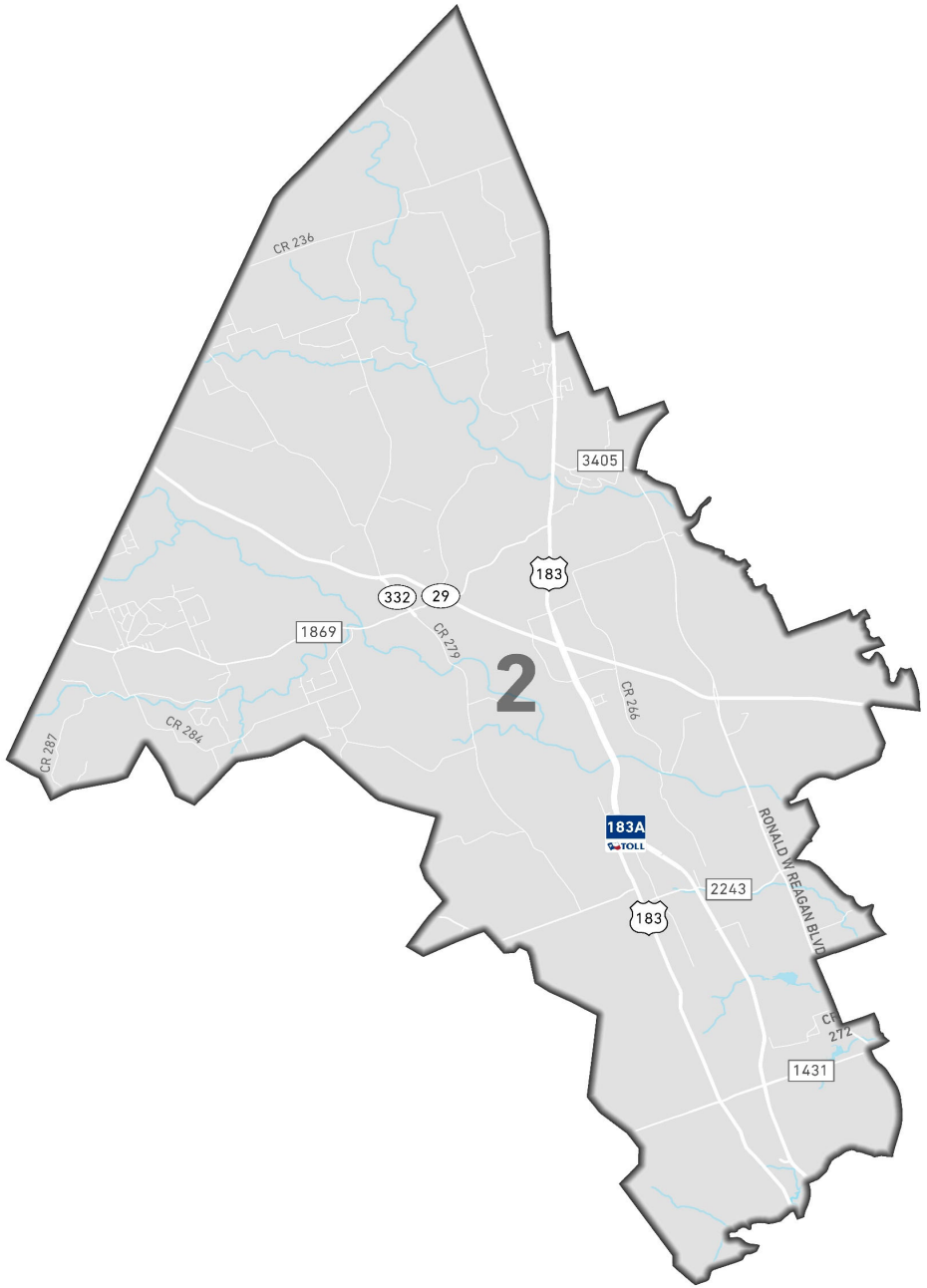


RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)



WILLIAMSON COUNTY
1848

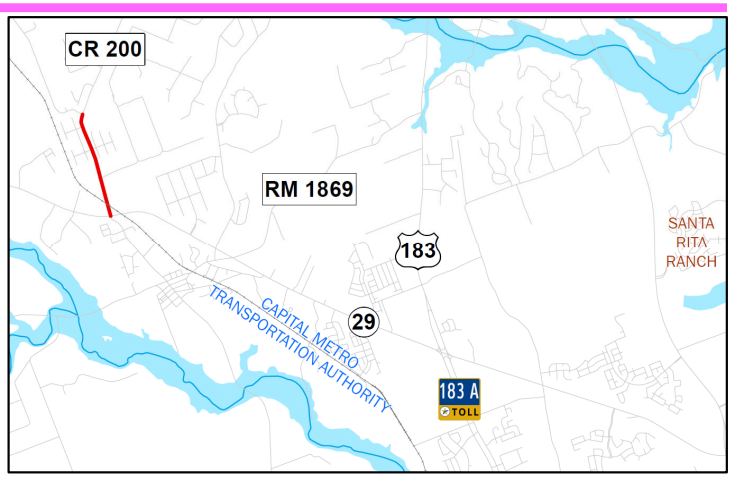
Precinct 2



CR 200 Reconstruction

Anticipated Completion

Fall 2022



Original Contract Price = $4,975,515.09

Total Change Orders to Date = $0

Adjusted Contract Price = $4,975,515.09

Expenditures to Date = $3,246,927.06 (65%)

CR 200 Reconstruction



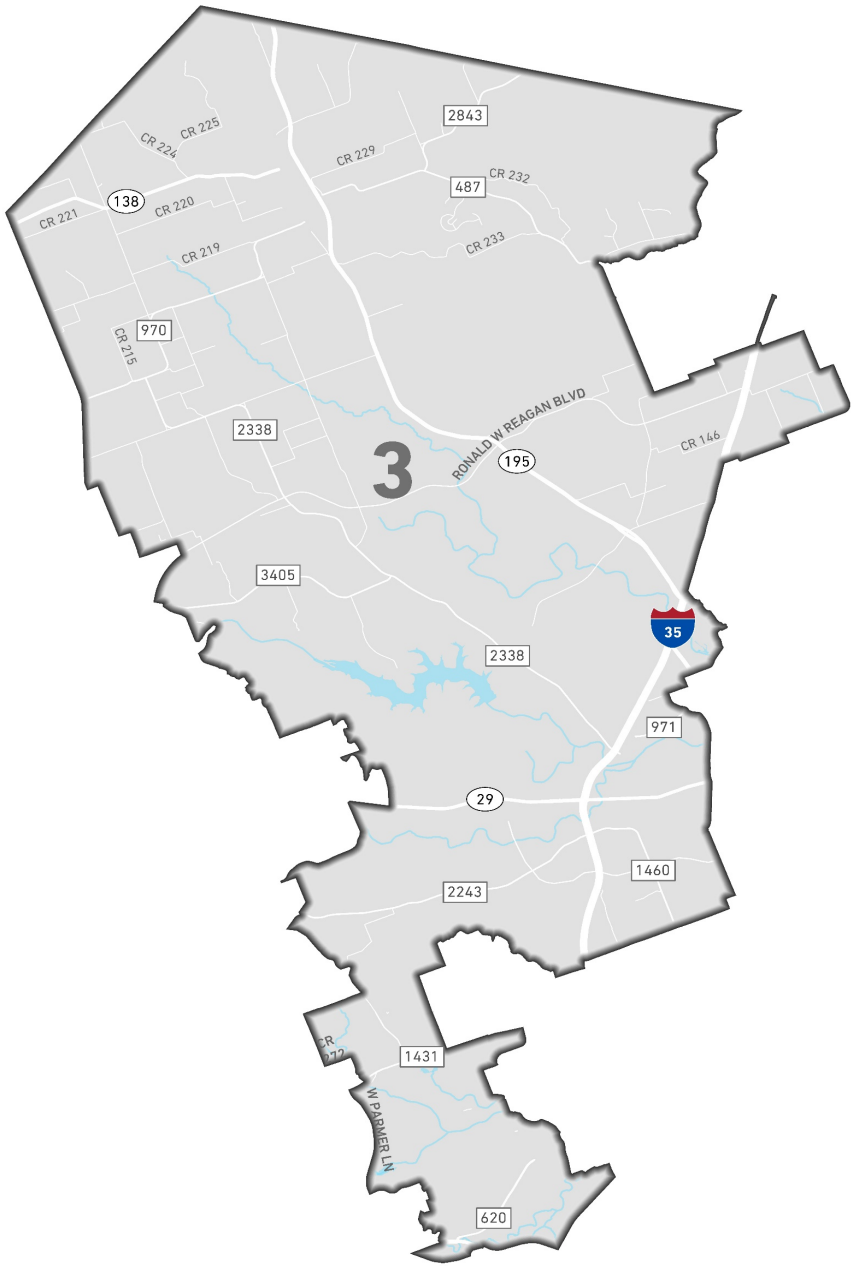
CR 200 Reconstruction



CR 200 Reconstruction



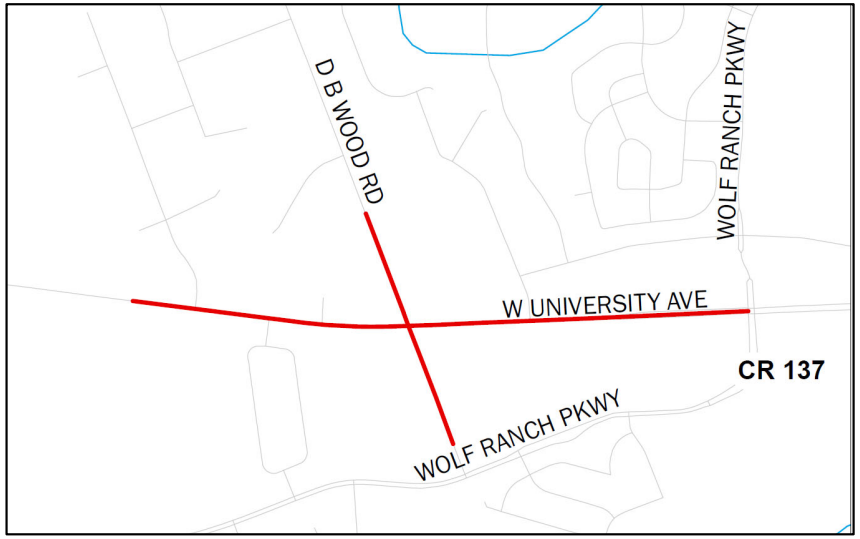
Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 233
CR 219
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

SH 29
(DB Wood Intersection)

Anticipated Completion

Spring 2023



Partnership TxDOT

Original Contract Amount = $5,548,287.93

Construction is managed by TxDOT

SH 29
(DB Wood Intersection)



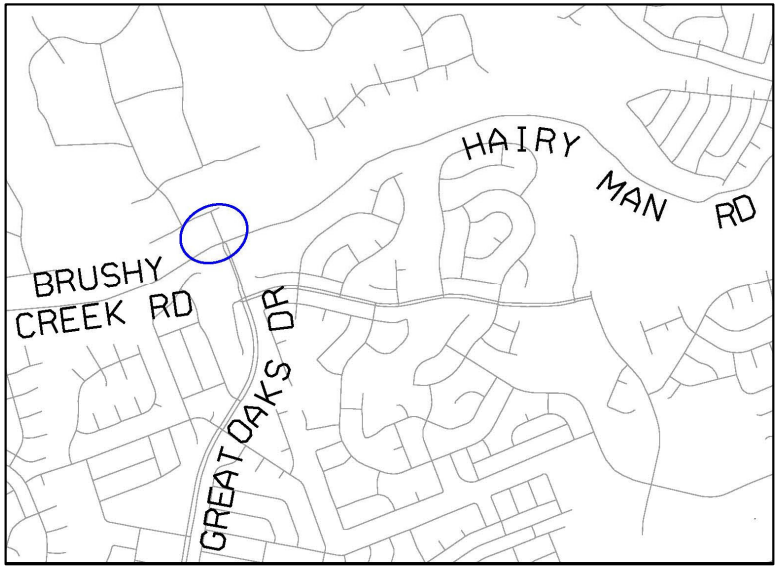
SH 29
(DB Wood Intersection)



Great Oaks Bridge at Brushy Creek

Anticipated Completion

Spring 2023



Original Contract Price = $10,580,634.11

Total Change Orders to Date = $29,487.96

Adjusted Contract Price = $10,610,122.07

Expenditures to Date = $4,682,954.23 (44%)

Great Oaks Bridge at Brushy Creek



Great Oaks Bridge at Brushy Creek



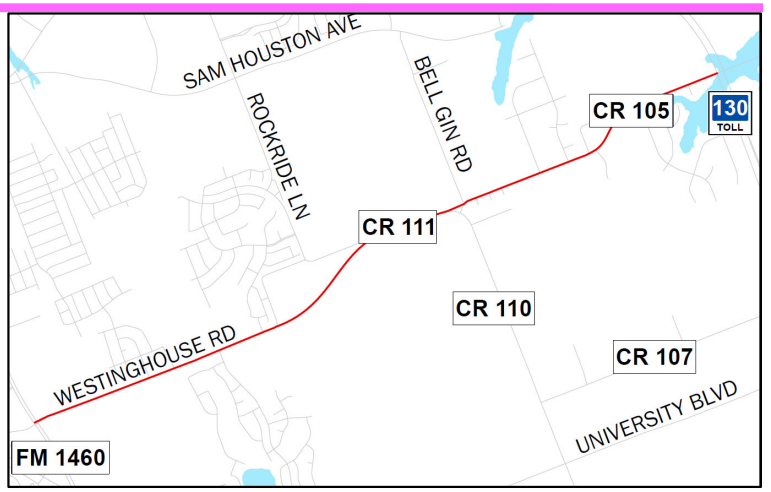
Great Oaks Bridge at Brushy Creek



CR 111 Westinghouse Road

Anticipated Completion

Spring 2024



Original Contract Price = $21,024,332.88

Total Change Orders to Date = $715,492.44

Adjusted Contract Price = $21,739,825.32

Expenditures to Date = $6,036,744.64 (28%)

CR 111 Westinghouse Road



CR 111 Westinghouse Road



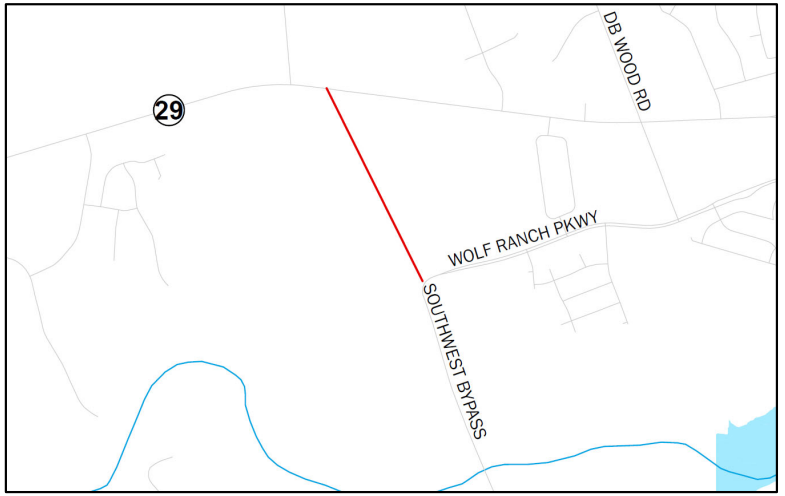
CR 111 Westinghouse Road



Southwest Bypass Extension

Anticipated Completion

Summer 2023



Original Contract Price = $4,288,543.00

Total Change Orders to Date = $0.00

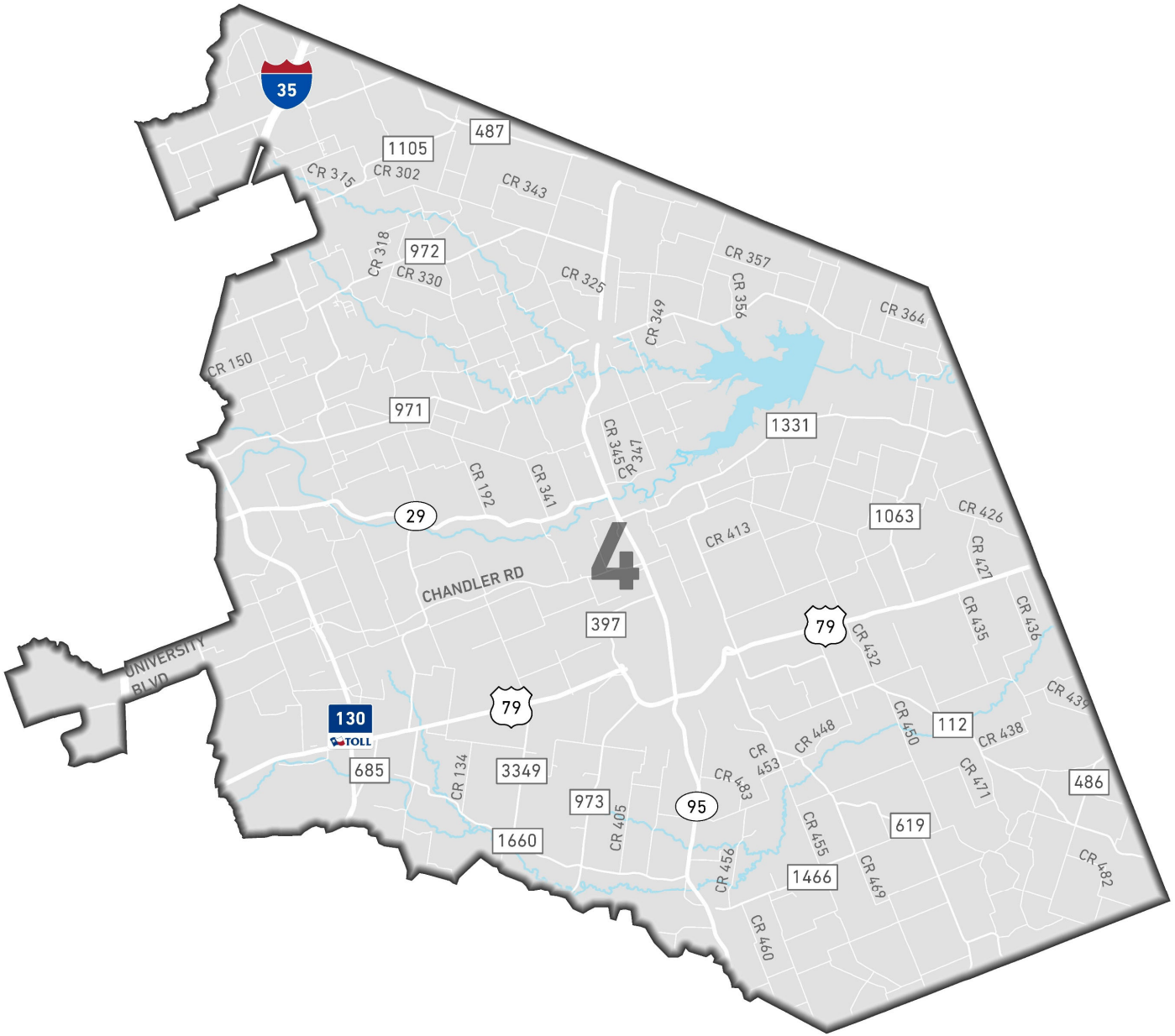
Adjusted Contract Price = $4,288,543.00

Expenditures to Date = $0.00 (0%)

Southwest Bypass Extension



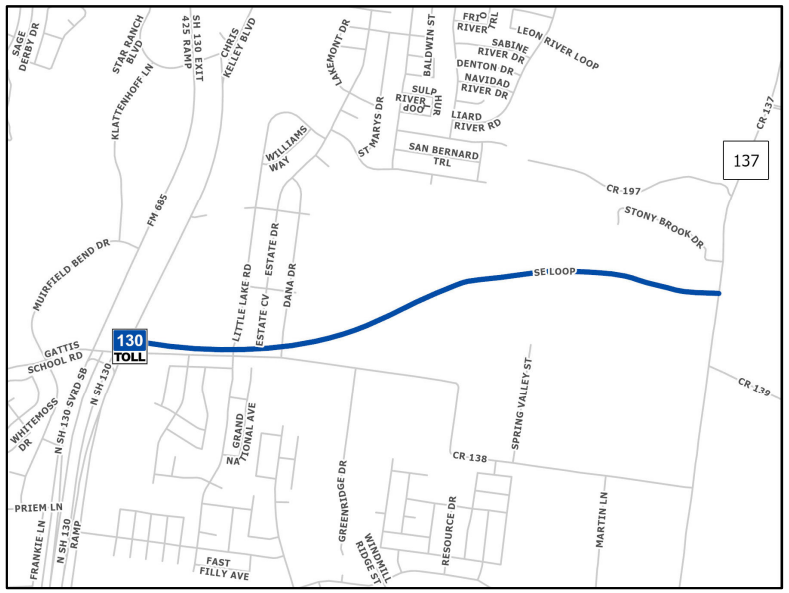
Precinct 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
CR 431
UNIVERSITY BLVD
130
TOLL
79
CR 450
112
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
CR 405
95
486
619
1660
CR 455
CR 456
1466
CR 469
CR 482
CR 460

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Anticipated Completion

Early 2023



Original Contract Amount = $11,526,789.09

Total Change Orders = $148,710.35

Adjusted Contract Price = $11,675,499.44

Expenditures to Date = $6,785,856.46 (58%)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



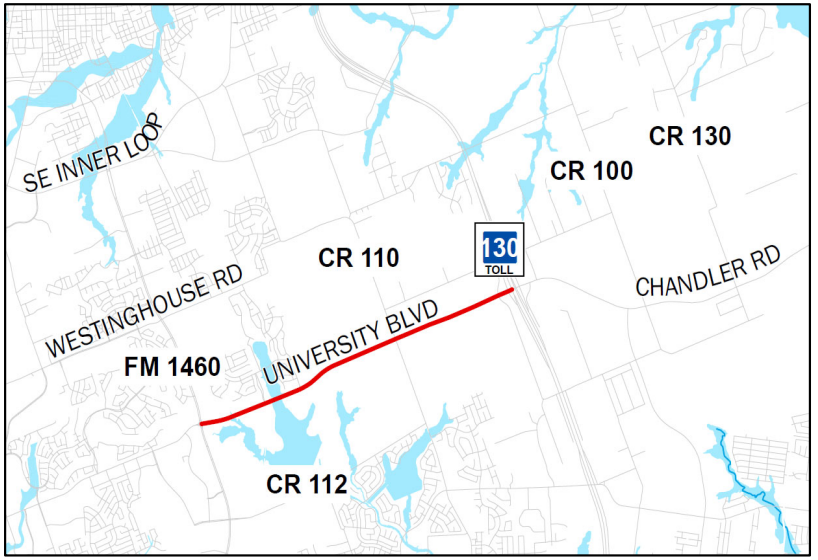
Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



University Boulevard Expansion (Chandler Road)

Anticipated Completion

Late 2022



Partnership with the City of Round Rock

Original Contract Amount = $11,104,890.49

Construction is managed by the City of Round Rock

University Boulevard Expansion (Chandler Road)



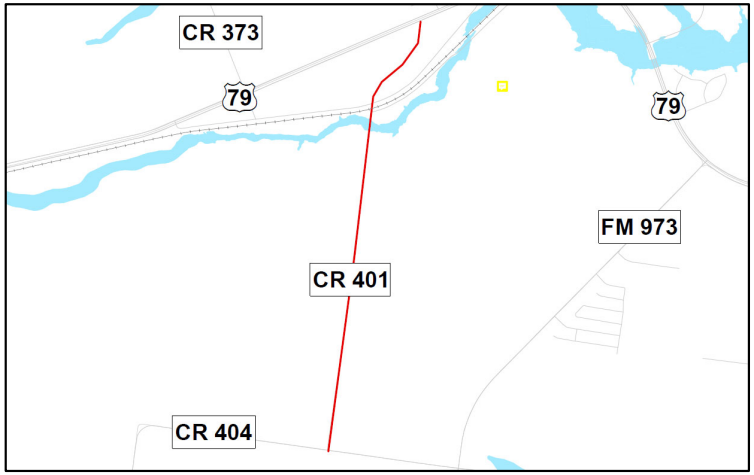
University Boulevard Expansion (Chandler Road)



CR 401 Reconstruction

Anticipated Completion

Summer 2023



Original Contract Amount = $12,673,200.94

Total Change Orders = $0.00

Adjusted Contract Price = $ 12,673,200.94

Expenditures to Date = $3,155,362.82 (25%)

CR 401 Reconstruction



CR 401 Reconstruction



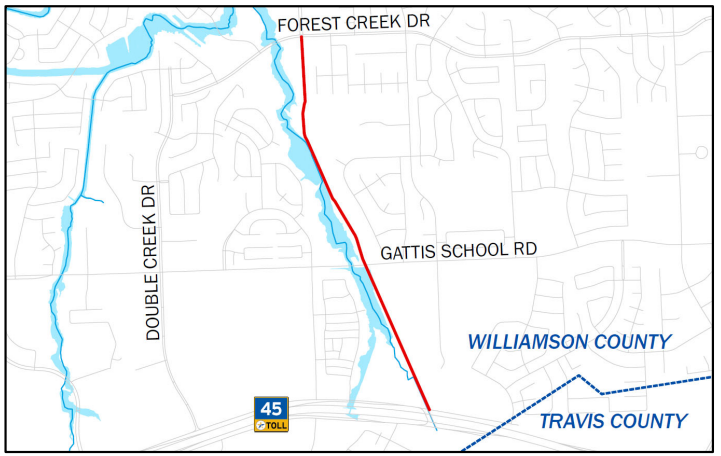
CR 401 Reconstruction



Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion

Winter 2023



Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



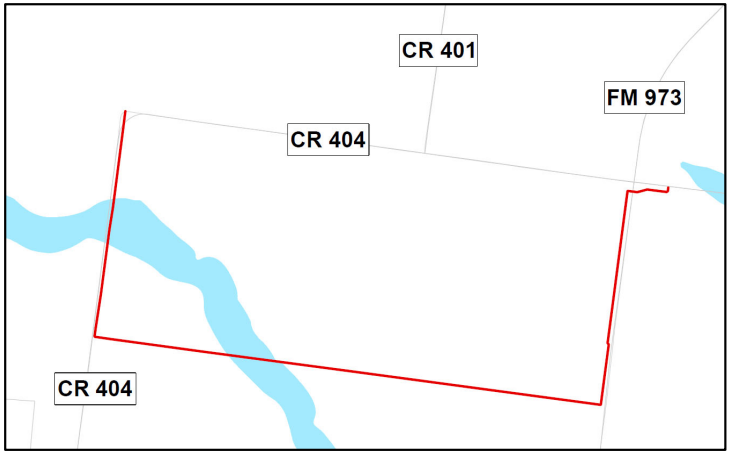
Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



CR 404 Hutto Water Line Realignment

Anticipated Completion

Summer 2022



Original Contract Amount = $4,759,838.25

Total Change Orders = $392,689.25

Adjusted Contract Price = $5,152,527.50

Expenditures to Date = $3,294,672.53 (64%)

CR 404 Hutto Water Line Realignment



CR 404 Hutto Water Line Realignment



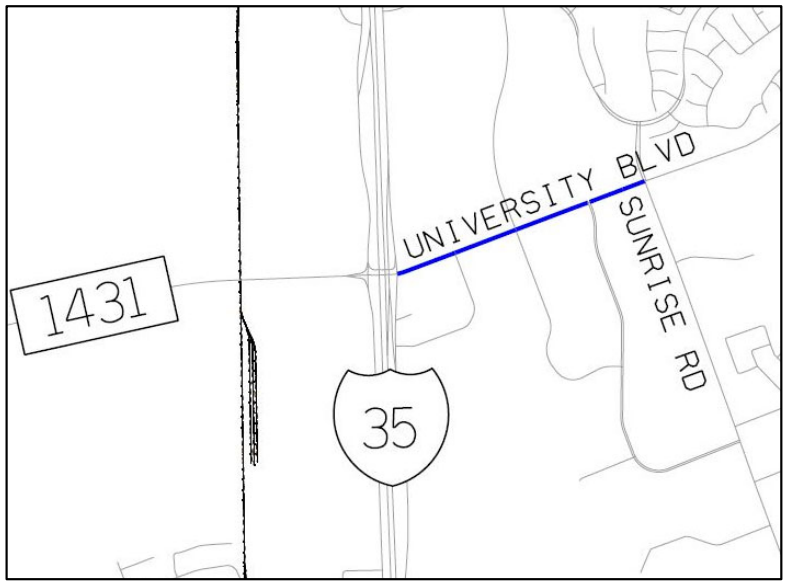
CR 404 Hutto Water Line Realignment



University Boulevard Widening (IH 35 to Sunrise Road)

Anticipated Completion

Spring 2023



Partnership with the City of Round Rock

Original Contract Amount = $12,135,410.45

Construction is managed by the City of Round Rock

University Boulevard Widening
(IH 35 to Sunrise Road)



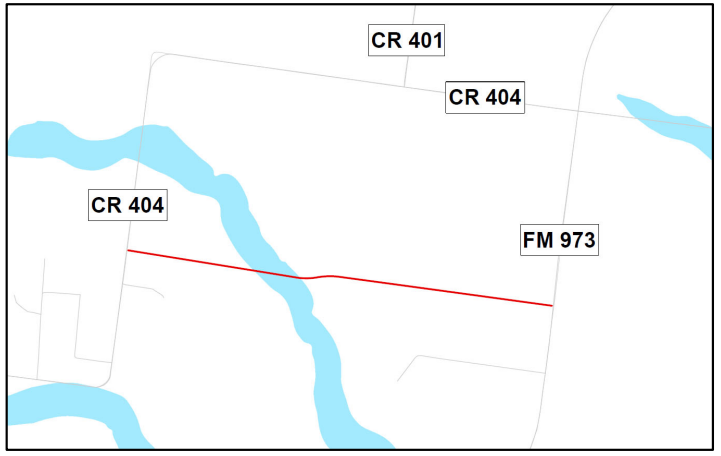
University Boulevard Widening
(IH 35 to Sunrise Road)



Future County Road (CR 404 to FM 973)

Anticipated Completion

Fall 2023



Original Contract Amount = $11,289,929.00

Total Change Orders = $0.00

Adjusted Contract Price = $11,289,929.00

Expenditures to Date = $0.00 (0%)

Future County Road
(CR 404 to FM 973)



Commissioners Court - Regular Session **47.**

Meeting Date: 09/20/2022

Award of IFB #22IFB138 CR366 to James Construction Group, LLC for HNTB

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #22IFB138 CR 366 to the lowest and best bidder, James Construction Group, LLC, in the amount of $17,694,262.46 and authorizing the execution of the agreement. Funding Source is P296.

Background

Williamson County sent out over 5,100 notifications of the solicitation with 104 document takers and received 7 responses. The bids have been reviewed and the apparent low bidder, James Construction Group, LLC, was found to be responsive, and materially balanced. Their lowest bid of $17,694,262.46 is 9.96% lower than the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 4.2% of each other. In addition to meeting the bid qualifications subject to being low bidder, James Construction Group, LLC, has completed previous projects for Williamson County. It is recommended to award IFB #22IFB138 CR 366 to James Construction Group, LLC. Funding Source is P296. Contact is Danette Chamberlin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/15/2022 10:00 AM
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:03 AM
Form Started By: Gretchen Glenn		Started On: 09/13/2022 11:45 AM
Final Approval Date: 09/15/2022		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

September 12, 2022

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 366
Williamson County Project No. 22IFB138
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (James Construction Group, LLC) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	James Construction Group, LLC	$17,694,262.46
2.	Chasco Constructors	$18,444,484.00
3.	Capital Excavation	$18,507,218.12
4.	Austin Bridge & Road, L.P.	$18,570,004.95
5.	Jordan Foster Construction LLC	$18,617,435.80
6.	Austin Engineering Co., Inc.	$20,592,968.44
7.	Joe Bland Construction, L.P.	$22,108,121.62

The lowest bidder was $1,956,495.34 lower than the Engineers Estimate, a cost savings of 9.96%. The bidding was competitive with the lowest two bidders being within 4.2% of each other.

In addition to meeting the bid qualifications subject to being low bidder, James Construction Group, LLC has completed previous projects for Williamson County including Southwest Bypass Segment 2, CR 101, and CR 110 Middle. We concur with the recommendation of the Design Engineer, Garver LLC, for award of the CR 366 construction contract to James Construction Group, LLC in the amount of $17,694,262.46.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
CR 366
August 31, 2022

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
James Construction Group, LLC	$ 17,694,262.46	1	($1,956,495.34)	-9.96%	$ -	0.0%
Chasco Constructors	$ 18,444,484.00	2	($1,206,273.80)	-6.1%	$ 750,221.54	4.2%
Capital Excavation	$ 18,507,218.12	3	($1,143,539.68)	-5.8%	$ 812,955.66	4.6%
Auston Bridge & Road, L.P.	$ 18,570,004.95	4	($1,080,752.85)	-5.5%	$ 875,742.49	4.9%
Jordan Foster Construction, LL	$ 18,617,435.80	5	($1,033,322.00)	-5.3%	$ 923,173.34	5.2%
Austin Engineering Co., Inc.	$ 20,592,968.44	6	$942,210.64	4.8%	$ 2,898,705.98	16.4%
Joe Bland Construction, L.P.	$ 22,108,121.62	7	$2,457,363.82	12.5%	$ 4,413,859.16	24.9%

Williamson County Road Bond Program
CR 366
August 31, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		James Construction Group, LLC		Chasco Constructors		Capital Excavation		Austin Bridge & Road, L.P.		Jordan Foster Constuction LLC		Austin Engineering Co., Inc.		Joe Bland Construction, L.P.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100 6002	PREPARING ROW	147	STA	$ 10,000.00	$ 1,470,000.00	$ 7,815.00	$ 1,148,805.00	$ 1,000.00	$ 147,000.00	$ 2,000.00	$ 294,000.00	$ 6,500.00	$ 955,500.00	$ 5,600.00	$ 823,200.00	$ 2,500.00	$ 367,500.00	$ 1,500.00	$ 220,500.00
2	104 6017	REMOVING CONC (DRIVEWAYS)	615	SY	$ 15.00	$ 9,225.00	$ 5.33	$ 3,277.95	$ 15.00	$ 9,225.00	$ 27.70	$ 17,035.50	$ 40.00	$ 24,600.00	$ 18.00	$ 11,070.00	$ 2.50	$ 1,537.50	$ 30.00	$ 18,450.00
3	104 6021	REMOVING CONC (CURB)	112	LF	$ 5.00	$ 560.00	$ 1.99	$ 222.88	$ 8.00	$ 896.00	$ 20.40	$ 2,284.80	$ 15.00	$ 1,680.00	$ 16.00	$ 1,792.00	$ 6.00	$ 672.00	$ 10.00	$ 1,120.00
4	105 6094	REMOVING STAB BASE & ASPH PAV (12"-27")	34,136	SY	$ 8.00	$ 273,088.00	$ 5.87	$ 200,378.32	$ 6.00	$ 204,816.00	$ 11.30	$ 385,736.80	$ 9.00	$ 307,224.00	$ 6.75	$ 230,418.00	$ 1.50	$ 51,204.00	$ 11.00	$ 375,496.00
5	110 6001	EXCAVATION (ROADWAY)	88,383	CY	$ 10.00	$ 883,830.00	$ 9.04	$ 798,982.32	$ 18.00	$ 1,590,894.00	$ 13.00	$ 1,148,979.00	$ 9.00	$ 795,447.00	$ 8.80	$ 777,770.40	$ 15.50	$ 1,369,936.50	$ 24.00	$ 2,121,192.00
6	132 6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	29,339	CY	$ 15.00	$ 440,085.00	$ 11.10	$ 325,662.90	$ 40.00	$ 1,173,560.00	$ 28.00	$ 821,492.00	$ 15.00	$ 440,085.00	$ 28.00	$ 821,492.00	$ 43.50	$ 1,276,246.50	$ 48.00	$ 1,408,272.00
7	132 6047	EMBANKMENT (FINAL)(ORD COMP)(TY C1)	18,320	CY	$ 30.00	$ 549,600.00	$ 38.70	$ 708,984.00	$ 25.00	$ 458,000.00	$ 40.00	$ 732,800.00	$ 15.00	$ 274,800.00	$ 28.00	$ 512,960.00	$ 44.00	$ 806,080.00	$ 48.00	$ 879,360.00
8	160 WC02	FURNISHING AND PLACING TOPSOIL (4")	142,217	SY	$ 1.50	$ 213,325.50	$ 0.88	$ 125,150.96	$ 1.00	$ 142,217.00	$ 1.05	$ 149,327.85	$ 2.50	$ 355,542.50	$ 1.50	$ 213,325.50	$ 0.55	$ 78,219.35	$ 5.00	$ 711,085.00
9	161 WC03	COMPOST MANUF TOPSOIL (4")	28,443	SY	$ 3.00	$ 85,329.00	$ 1.00	$ 28,443.00	$ 2.50	$ 71,107.50	$ 1.60	$ 45,508.80	$ 2.00	$ 56,886.00	$ 3.48	$ 98,981.64	$ 6.00	$ 170,658.00	$ 5.50	$ 156,436.50
10	164 WC04	BROADCAST SEED (TEMP) (COOL) (TY 4)	71,109	SY	$ 1.00	$ 71,109.00	$ 0.75	$ 53,331.75	$ 0.20	$ 14,221.80	$ 0.30	$ 21,332.70	$ 0.28	$ 19,910.52	$ 0.19	$ 13,510.71	$ 0.50	$ 35,554.50	$ 0.75	$ 53,331.75
11	164 WC10	BROADCAST SEED (TEMP & PERM) (WARM) (TY 10)	213,326	SY	$ 1.00	$ 213,326.00	$ 0.80	$ 170,660.80	$ 0.20	$ 42,665.20	$ 0.30	$ 63,997.80	$ 0.28	$ 59,731.28	$ 0.21	$ 44,798.46	$ 1.00	$ 213,326.00	$ 1.00	$ 213,326.00
12	168 WC01	VEGETATIVE WATERING	4,616	MG	$ 10.00	$ 46,160.00	$ 25.00	$ 115,400.00	$ 20.00	$ 92,320.00	$ 35.76	$ 165,068.16	$ 20.00	$ 92,320.00	$ 0.01	$ 46.16	$ 10.00	$ 46,160.00	$ 30.00	$ 138,480.00
13	169 6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	142,217	SY	$ 1.50	$ 213,325.50	$ 2.00	$ 284,434.00	$ 1.25	$ 177,771.25	$ 1.62	$ 230,391.54	$ 1.00	$ 142,217.00	$ 1.25	$ 177,771.25	$ 2.00	$ 284,434.00	$ 1.50	$ 213,325.50
14	247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	16,655	CY	$ 60.00	$ 999,300.00	$ 48.52	$ 808,100.60	$ 52.00	$ 866,060.00	$ 46.00	$ 766,130.00	$ 60.00	$ 999,300.00	$ 52.00	$ 866,060.00	$ 80.00	$ 1,332,400.00	$ 60.00	$ 999,300.00
15	247 6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	6,052	CY	$ 70.00	$ 423,640.00	$ 52.54	$ 317,972.08	$ 52.00	$ 314,704.00	$ 56.20	$ 340,122.40	$ 60.00	$ 363,120.00	$ 52.00	$ 314,704.00	$ 80.00	$ 484,160.00	$ 60.00	$ 363,120.00
16	260 6001	LIME (HYDRATED LIME(DRY))	1,206	TON	$ 200.00	$ 241,200.00	$ 25.00	$ 30,150.00	$ 250.00	$ 301,500.00	$ 247.00	$ 297,882.00	$ 210.00	$ 253,260.00	$ 208.00	$ 250,848.00	$ 231.00	$ 278,586.00	$ 260.00	$ 313,560.00
17	260 6027	LIME TRT (EXST MATL)(8")	67,005	SY	$ 6.00	$ 402,030.00	$ 0.10	$ 6,700.50	$ 3.75	$ 251,268.75	$ 4.89	$ 327,654.45	$ 6.65	$ 445,583.25	$ 4.25	$ 284,771.25	$ 6.00	$ 402,030.00	$ 11.00	$ 737,055.00
18	310 6001	PRIME COAT (MULTI OPTION)	14,617	GAL	$ 5.00	$ 73,085.00	$ 5.21	$ 76,154.57	$ 5.25	$ 76,739.25	$ 5.30	$ 77,470.10	$ 5.00	$ 73,085.00	$ 5.00	$ 73,085.00	$ 6.00	$ 87,702.00	$ 5.75	$ 84,047.75
19	316 6191	AGGR (TY-D GR-4 SAC-B)	610	CY	$ 80.00	$ 48,800.00	$ 130.37	$ 79,525.70	$ 130.00	$ 79,300.00	$ 132.00	$ 80,520.00	$ 125.00	$ 76,250.00	$ 130.00	$ 79,300.00	$ 301.00	$ 183,610.00	$ 300.00	$ 183,000.00
20	316 6295	HFRS-2 (SPG 70-22)	27,682	GAL	$ 5.00	$ 138,410.00	$ 4.12	$ 114,049.84	$ 4.00	$ 110,728.00	$ 4.20	$ 116,264.40	$ 3.95	$ 109,343.90	$ 4.15	$ 114,880.30	$ 4.50	$ 124,569.00	$ 4.50	$ 124,569.00
21	351 6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	943	SY	$ 75.00	$ 70,725.00	$ 57.36	$ 54,090.48	$ 60.00	$ 56,580.00	$ 58.20	$ 54,882.60	$ 56.57	$ 53,345.51	$ 57.00	$ 53,751.00	$ 141.00	$ 132,963.00	$ 100.00	$ 94,300.00
22	360 6003	CONC PVMT (CONT REINF - CRCP) (9")	13,937	SY	$ 85.00	$ 1,184,645.00	$ 103.82	$ 1,446,939.34	$ 100.00	$ 1,393,700.00	$ 95.00	$ 1,324,015.00	$ 106.50	$ 1,484,290.50	$ 105.00	$ 1,463,385.00	$ 144.00	$ 2,006,928.00	$ 80.00	$ 1,114,960.00
23	400 6005	CEM STABIL BKFL	454	CY	$ 100.00	$ 45,400.00	$ 176.10	$ 79,949.40	$ 240.00	$ 108,960.00	$ 242.00	$ 109,868.00	$ 165.00	$ 74,910.00	$ 180.00	$ 81,720.00	$ 224.00	$ 101,696.00	$ 285.00	$ 129,390.00
24	402 6001	TRENCH EXCAVATION PROTECTION	32	LF	$ 4.00	$ 128.00	$ 11.06	$ 353.92	$ 10.00	$ 320.00	$ 28.00	$ 896.00	$ 16.91	$ 541.12	$ 34.00	$ 1,088.00	$ 17.00	$ 544.00	$ 3.00	$ 96.00
25	416 6001	DRILL SHAFT (18 IN)	180	LF	$ 150.00	$ 27,000.00	$ 139.35	$ 25,083.00	$ 150.00	$ 27,000.00	$ 164.00	$ 29,520.00	$ 132.17	$ 23,790.60	$ 137.00	$ 24,660.00	$ 218.00	$ 39,240.00	$ 185.00	$ 33,300.00
26	416 6004	DRILL SHAFT (36 IN)	720	LF	$ 275.00	$ 198,000.00	$ 238.98	$ 172,065.60	$ 275.00	$ 198,000.00	$ 245.00	$ 176,400.00	$ 242.49	$ 174,592.80	$ 230.00	$ 165,600.00	$ 332.00	$ 239,040.00	$ 325.00	$ 234,000.00
27	416 6032	DRILL SHAFT (TRF SIG POLE)(36")	12	LF	$ 400.00	$ 4,800.00	$ 375.00	$ 4,500.00	$ 395.00	$ 4,740.00	$ 400.00	$ 4,800.00	$ 485.00	$ 5,820.00	$ 395.00	$ 4,740.00	$ 290.00	$ 3,480.00	$ 460.00	$ 5,520.00
28	416 6034	DRILL SHAFT (TRF SIG POLE)(48")	58.5	LF	$ 525.00	$ 30,712.50	$ 390.00	$ 22,815.00	$ 410.00	$ 23,985.00	$ 410.00	$ 23,985.00	$ 610.00	$ 35,685.00	$ 410.00	$ 23,985.00	$ 579.00	$ 33,871.50	$ 480.00	$ 28,080.00
29	420 6011	CL B CONC (FLUME)	2	CY	$ 750.00	$ 1,500.00	$ 968.97	$ 1,937.94	$ 1,200.00	$ 2,400.00	$ 2,090.00	$ 4,180.00	$ 1,200.00	$ 2,400.00	$ 1,300.00	$ 2,600.00	$ 887.00	$ 1,774.00	$ 690.00	$ 1,380.00
30	420 6013	CL C CONC (ABUT)	93.4	CY	$ 1,100.00	$ 102,740.00	$ 1,137.86	$ 106,276.12	$ 1,200.00	$ 112,080.00	$ 1,210.00	$ 113,014.00	$ 1,200.00	$ 112,080.00	$ 1,500.00	$ 140,100.00	$ 1,467.00	$ 137,017.80	$ 1,480.00	$ 138,232.00
31	422 6001	REINF CONC SLAB	4,200	SF	$ 20.00	$ 84,000.00	$ 33.33	$ 139,986.00	$ 30.00	$ 126,000.00	$ 32.55	$ 136,710.00	$ 36.84	$ 154,728.00	$ 45.00	$ 189,000.00	$ 36.00	$ 151,200.00	$ 35.00	$ 147,000.00
32	422 6015	APPROACH SLAB	224	CY	$ 600.00	$ 134,400.00	$ 600.22	$ 134,449.28	$ 800.00	$ 179,200.00	$ 880.00	$ 197,120.00	$ 694.16	$ 155,491.84	$ 510.00	$ 114,240.00	$ 777.00	$ 174,048.00	$ 785.00	$ 175,840.00
33	425 6035	PRESTR CONC GIRDER (TX28)	554.35	LF	$ 185.00	$ 102,554.75	$ 191.20	$ 105,991.72	$ 220.00	$ 121,957.00	$ 209.00	$ 115,859.15	$ 210.93	$ 116,929.05	$ 220.00	$ 121,957.00	$ 303.00	$ 167,968.05	$ 300.00	$ 166,305.00
34	432 6031	RIPRAP (STONE PROTECTION)(12 IN)	959.4	CY	$ 150.00	$ 143,910.00	$ 127.06	$ 121,901.36	$ 165.00	$ 158,301.00	$ 115.00	$ 110,331.00	$ 150.00	$ 143,910.00	$ 180.00	$ 172,692.00	$ 121.00	$ 116,087.40	$ 415.00	$ 398,151.00
35	432 6045	RIPRAP (MOW STRIP)(4 IN)	49	CY	$ 550.00	$ 26,950.00	$ 605.81	$ 29,684.69	$ 750.00	$ 36,750.00	$ 810.00	$ 39,690.00	$ 1,100.00	$ 53,900.00	$ 720.00	$ 35,280.00	$ 1,038.00	$ 50,862.00	$ 625.00	$ 30,625.00
36	450 6006	RAIL (TY T223)	212	LF	$ 150.00	$ 31,800.00	$ 109.69	$ 23,254.28	$ 200.00	$ 42,400.00	$ 134.00	$ 28,408.00	$ 336.18	$ 71,270.16	$ 185.00	$ 39,220.00	$ 250.00	$ 53,000.00	$ 250.00	$ 53,000.00
37	454 6018	SEALED EXPANSION JOINT (4 IN) (SEJ - M)	166	LF	$ 185.00	$ 30,710.00	$ 190.81	$ 31,674.46	$ 235.00	$ 39,010.00	$ 138.00	$ 22,908.00	$ 230.93	$ 38,334.38	$ 220.00	$ 36,520.00	$ 330.00	$ 54,780.00	$ 325.00	$ 53,950.00
38	462 6011	CONC BOX CULV (6 FT X 4 FT)	508	LF	$ 750.00	$ 381,000.00	$ 587.14	$ 298,267.12	$ 600.00	$ 304,800.00	$ 620.00	$ 314,960.00	$ 556.78	$ 282,844.24	$ 585.00	$ 297,180.00	$ 650.00	$ 330,200.00	$ 700.00	$ 355,600.00
39	464 6003	RC PIPE (CL III)(18 IN)	128	LF	$ 100.00	$ 12,800.00	$ 103.67	$ 13,269.76	$ 75.00	$ 9,600.00	$ 90.20	$ 11,545.60	$ 95.26	$ 12,193.28	$ 135.00	$ 17,280.00	$ 67.00	$ 8,576.00	$ 70.00	$ 8,960.00
40	464 6005	RC PIPE (CL III)(24 IN)	249	LF	$ 120.00	$ 29,880.00	$ 82.30	$ 20,492.70	$ 95.00	$ 23,655.00	$ 106.00	$ 26,394.00	$ 112.41	$ 27,990.09	$ 102.00	$ 25,398.00	$ 94.00	$ 23,406.00	$ 90.00	$ 22,410.00
41	464 6017	RC PIPE (CL IV)(18 IN)	308	LF	$ 125.00	$ 38,500.00	$ 85.70	$ 26,395.60	$ 120.00	$ 36,960.00	$ 98.70	$ 30,399.60	$ 94.18	$ 29,007.44	$ 132.00	$ 40,656.00	$ 109.00	$ 33,572.00	$ 80.00	$ 24,640.00
42	464 6018	RC PIPE (CL IV)(24 IN)	92	LF	$ 160.00	$ 14,720.00	$ 107.34	$ 9,875.28	$ 110.00	$ 10,120.00	$ 118.00	$ 10,856.00	$ 123.65	$ 11,375.80	$ 150.00	$ 13,800.00	$ 106.00	$ 9,752.00	$ 105.00	$ 9,660.00
43	464 6020	RC PIPE (CL IV)(36 IN)	274	LF	$ 200.00	$ 54,800.00	$ 157.34	$ 43,111.16	$ 175.00	$ 47,950.00	$ 194.00	$ 53,156.00	$ 325.53	$ 89,195.22	$ 182.00	$ 49,868.00	$ 184.00	$ 50,416.00	$ 175.00	$ 47,950.00
44	464 6025	RC PIPE (CL V)(18 IN)	161	LF	$ 125.00	$ 20,125.00	$ 105.01	$ 16,906.61	$ 165.00	$ 26,565.00	$ 114.00	$ 18,354.00	$ 140.40	$ 22,604.40	$ 168.00	$ 27,048.00	$ 119.00	$ 19,159.00	$ 90.00	$ 14,490.00
45	464 6032	RC PIPE (ARCH)(CL III)(DES 3)	39	LF	$ 220.00	$ 8,580.00	$ 204.57	$ 7,978.23	$ 215.00	$ 8,385.00	$ 217.00	$ 8,463.00	$ 200.02	$ 7,800.78	$ 250.00	$ 9,750.00	$ 186.00	$ 7,254.00	$ 200.00	$ 7,800.00
46	464 6033	RC PIPE (ARCH)(CL III)(DES 4)	396	LF	$ 250.00	$ 99,000.00	$ 235.41	$ 93,222.36	$ 225.00	$ 89,100.00	$ 249.00	$ 98,604.00	$ 234.01	$ 92,667.96	$ 282.00	$ 111,672.00	$ 230.00	$ 91,080.00	$ 250.00	$ 99,000.00
47	464 6034	RC PIPE (ARCH)(CL III)(DES 5)	44	LF	$ 325.00	$ 14,300.00	$ 358.59	$ 15,777.96	$ 440.00	$ 19,360.00	$ 310.00	$ 13,640.00	$ 310.37	$ 13,656.28	$ 335.00	$ 14,740.00	$ 325.00	$ 14,300.00	$ 325.00	$ 14,300.00
48	464 6046	RC PIPE (ARCH)(CL IV)(DES 3)	32	LF	$ 300.00	$ 9,600.00	$ 246.00	$ 7,872.00	$ 300.00	$ 9,600.00	$ 234.00	$ 7,488.00	$ 238.68	$ 7,637.76	$ 260.00	$ 8,320.00	$ 220.00	$ 7,040.00	$ 245.00	$ 7,840.00
49	464 6058	RC PIPE (CL V)(21 IN)	36	LF	$ 175.00	$ 6,300.00	$ 183.74	$ 6,614.64	$ 175.00	$ 6,300.00	$ 135.00	$ 4,860.00	$ 157.72	$ 5,677.92	$ 160.00	$ 5,760.00	$ 114.00	$ 4,104.00	$ 125.00	$ 4,500.00
50	464 6081	RC PIPE (ARCH)(CL V)(DES 1)	130	LF	$ 325.00	$ 42,250.00	$ 222.63	$ 28,941.90	$ 260.00	$ 33,800.00	$ 136.00	$ 17,680.00	$ 202.99	$ 26,388.70	$ 350.00	$ 45,500.00	$ 351.00	$ 45,630.00	$ 230.00	$ 29,900.00
51	464 6084	RC PIPE (ARCH)(CL IV)(DES 1)	366	LF	$ 350.00	$ 128,100.00	$ 190.15	$ 69,594.90	$ 225.00	$ 82,350.00	$ 212.00	$ 77,592.00	$ 194.61	$ 71,227.26	$ 225.00	$ 82,350.00	$ 190.00	$ 69,540.00	$ 225.00	$ 82,350.00
52	466 6153	WINGWALL (FW - 0) (HW=6 FT)	1	EA	$ 12,500.00	$ 12,500.00	$ 24,845.66	$ 24,845.66	$ 14,000.00	$ 14,000.00	$ 10,600.00	$ 10,600.00	$ 15,975.20	$ 15,975.20	$ 24,000.00	$ 24,000.00	$ 50,670.00	$ 50,670.00	$ 33,850.00	$ 33,850.00
53	466 6182	WINGWALL (PW - 1) (HW=7 FT)	1	EA	$ 24,500.00	$ 24,500.00	$ 26,821.38	$ 26,821.38	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,273.07	$ 25,273.07	$ 37,000.00	$ 37,000.00	$ 51,000.00	$ 51,000.00	$ 45,000.00	$ 45,000.00
54	467 6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	34	EA	$ 1,250.00	$ 42,500.00	$ 1,457.33	$ 49,549.22	$ 2,000.00	$ 68,000.00	$ 2,140.00	$ 72,760.00	$ 2,482.37	$ 84,400.58	$ 1,800.00	$ 61,200.00	$ 1,850.00	$ 62,900.00	$ 1,500.00	$ 51,000.00
55	467 6374	SET (TY II) (21 IN) (RCP) (6: 1) (P)	4	EA	$ 1,400.00	$ 5,600.00	$ 1,717.41	$ 6,869.64	$ 2,200.00	$ 8,800.00	$ 2,310.00	$ 9,240.00	$ 2,409.96	$ 9,639.84	$ 2,000.00	$ 8,000.00	$ 2,373.00	$ 9,492.00	$ 3,250.00	$ 13,000.00
56	467 6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	7	EA	$ 2,000.00	$ 14,000.00	$ 1,955.07	$ 13,685.49	$ 2,900.00	$ 20,300.00	$ 3,140.00	$ 21,980.00	$ 2,677.38	$ 18,741.66	$ 2,200.00	$ 15,400.00	$ 2,084.00	$ 14,588.00	$ 2,750.00	$ 19,250.00
57	467 6454	SET (TY II) (36 IN) (RCP) (6: 1) (P)	8	EA	$ 5,300.00	$ 42,400.00	$ 3,425.64	$ 27,405.12	$ 6,000.00	$ 48,000.00	$ 3,270.00	$ 26,160.00	$ 3,847.76	$ 30,782.08	$ 3,500.00	$ 28,000.00	$ 5,296.00	$ 42,368.00	$ 5,500.00	$ 44,000.00
58	467 6519	SET (TY II) (DES 1) (RCP) (6: 1) (P)	24	EA	$ 2,300.00	$ 55,200.00	$ 1,667.42	$ 40,018.08	$ 2,600.00	$ 62,400.00	$ 2,740.00	$ 65,760.00	$ 3,111.96	$ 74,687.04	$ 3,700.00	$ 88,800.00	$ 1,558.00	$ 37,392.00	$ 2,500.00	$ 60,000.00
59	467 6545	SET (TY II) (DES 3) (RCP) (6: 1) (P)	6	EA	$ 3,500.00	$ 21,000.00	$ 2,292.24	$ 13,753.44	$ 5,300.00	$ 31,800.00	$ 2,890.00	$ 17,340.00	$ 4,711.77	$ 28,270.62	$ 3,800.00	$ 22,800.00	$ 1,977.00	$ 11,862.00	$ 5,250.00	$ 31,500.00
60	467 6555	SET (TY II) (DES 4) (RCP) (6: 1) (P)	4	EA	$ 4,750.00	$ 19,000.00	$ 2,878.58	$ 11,514.32	$ 9,400.00	$ 37,600.00	$ 3,320.00	$ 13,280.00	$ 7,207.96	$ 28,831.84	$ 4,200.00	$ 16,800.00	$ 562.00	$ 2,248.00	$ 9,500.00	$ 38,000.00
61	467 6562	SET (TY II) (DES 5) (RCP) (6: 1) (P)	4	EA	$ 5,000.00	$ 20,000.00	$ 4,133.74	$ 16,534.96	$ 15,000.00	$ 60,000.00	$ 4,090.00	$ 16,360.00	$ 9,289.96	$ 37,159.84	$ 4,800.00	$ 19,200.00	$ 3,739.00	$ 14,956.00	$ 11,500.00	$ 46,000.00
62	496 6006	REMOV STR (HEADWALL)	4	EA	$ 1,800.00	$ 7,200.00	$ 1,563.91	$ 6,255.64	$ 5,000.00	$ 20,000.00	$ 2,920.00	$ 11,680.00	$ 2,027.30	$ 8,109.20	$ 2,200.00	$ 8,800.00	$ 375.00	$ 1,500.00	$ 1,750.00	$ 7,000.00
63	496 6007	REMOV STR (PIPE)	1,483	LF	$ 20.00	$ 29,660.00	$ 28.55	$ 42,339.65	$ 40.00	$ 59,320.00	$ 11.25	$ 16,683.75	$ 29.57	$ 43,852.31	$ 15.00	$ 22,245.00	$ 22.00	$ 32,626.00	$ 25.00	$ 37,075.00
64	496 6043	REMOV STR (SMALL FENCE)	3,397	LF	$ 5.00	$ 16,985.00	$ 2.47	$ 8,390.59	$ 2.00	$ 6,794.00	$ 3.40	$ 11,549.80	$ 5.00	$ 16,985.00	$ 3.45	$ 11,719.65	$ 2.00	$ 6,794.00	$ 10.00	$ 33,970.00
65	500 6001	MOBILIZATION	1	LS	$ 1,530,000.00	$ 1,530,000.00	$ 1,750,000.00	$ 1,750,000.00	$ 1,322,000.00	$ 1,322,000.00	$ 1,500,000.00	$ 1,500,000.00	$ 1,692,000.00	$ 1,692,000.00	$ 1,698,388.53	$ 1,698,388.53	$ 277,000.00	$ 277,000.00	$ 750,000.00	$ 750,000.00
66	502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	$ 12,000.00	$ 216,000.00	$ 4,916.26	$ 88,492.68	$ 3,500.00	$ 63,000.00	$ 3,310.00	$ 59,580.00	$ 5,000.00	$ 90,000.00	$ 4,800.00	$ 86,400.00	$ 5,311.00	$ 95,598.00	$ 25,000.00	$ 450,000.00
67	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	796	LF	$ 35.00	$ 27,860.00	$ 37.50	$ 29,850.00	$ 35.00	$ 27,860.00	$ 27.00	$ 21,492.00	$ 25.00	$ 19,900.00	$ 40.00	$ 31,840.00	$ 25.00	$ 19,900.00	$ 30.00	$ 23,880.00
68	506 6011	ROCK FILTER DAMS (REMOVE)	796	LF	$ 10.00	$ 7,960.00	$ 20.00	$ 15,920.00	$ 6.00	$ 4,776.00	$ 21.60	$ 17,193.60	$ 20.00	$ 15,920.00	$ 7.00	$ 5,572.00	$ 5.00	$ 3,980.00	$ 10.00	$ 7,960.00
69	506 6038	TEMP SEDMT CONT FENCE (INSTALL)	4,949	LF	$ 3.00	$ 14,847.00	$ 3.00	$ 14,847.00	$ 4.00	$ 19,796.00	$ 4.30	$ 21,280.70	$ 4.00	$ 19,796.00	$ 3.30	$ 16,331.70	$ 4.00	$ 19,796.00	$ 4.00	$ 19,796.00
70	506 6039	TEMP SEDMT CONT FENCE (REMOVE)	4,949	LF	$ 1.00	$ 4,949.00	$ 0.50	$ 2,474.50	$ 1.00	$ 4,949.00	$ 1.10	$ 5,443.90	$ 1.00	$ 4,949.00	$ 1.35	$ 6,681.15	$ 0.50	$ 2,474.50	$ 1.00	$ 4,949.00
71	506 6042	BIODEG EROSN CONT LOGS (INSTL) (18")	1,365	LF	$ 7.00	$ 9,555.00	$ 7.50	$ 10,237.50	$ 7.00	$ 9,555.00	$ 5.40	$ 7,371.00	$ 5.00	$ 6,825.00	$ 7.25	$ 9,896.25	$ 7.00	$ 9,555.00	$ 7.00	$ 9,555.00
72	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	1,365	LF	$ 1.00	$ 1,365.00	$ 1.00	$ 1,365.00	$ 1.00	$ 1,365.00	$ 1.10	$ 1,501.50	$ 1.00	$ 1,365.00	$ 1.20	$ 1,638.00	$ 1.00	$ 1,365.00	$ 1.00	$ 1,365.00
73	508 6001	CONSTRUCTING DETOURS	1,151	SY	$ 60.00	$ 69,060.00	$ 74.99	$ 86,313.49	$ 70.00	$ 80,570.00	$ 69.42	$ 79,902.42	$ 78.76	$ 90,652.76	$ 75.00	$ 86,325.00	$ 130.00	$ 149,630.00	$ 111.00	$ 127,761.00
74	512 6001	PORT CTB (FUR & INST)(SNG SLOPE)(TY 1)	1,305	LF	$ 50.00	$ 65,250.00	$ 44.30	$ 57,811.50	$ 22.00	$ 28,710.00	$ 96.70	$ 126,193.50	$ 52.76	$ 68,851.80	$ 18.00	$ 23,490.00	$ 96.00	$ 125,280.00	$ 28.00	$ 36,540.00
75	512 6025	PORT CTB (MOVE)(SGL SLP)(TY 1)	650	LF	$ 15.00	$ 9,750.00	$ 7.59	$ 4,933.50	$ 10.00	$ 6,500.00	$ 6.95	$ 4,517.50	$ 13.41	$ 8,716.50	$ 10.00	$ 6,500.00	$ 14.00	$ 9,100.00	$ 19.00	$ 12,350.00
76	512 6049	PORT CTB (REMOVE)(SNG SLOPE)(TY 1)	1,305	LF	$ 7.00	$ 9,135.00	$ 11.01	$ 14,368.05	$ 22.00	$ 28,710.00	$ 19.50	$ 25,447.50	$ 17.63	$ 23,007.15	$ 8.40	$ 10,962.00	$ 9.00	$ 11,745.00	$ 14.00	$ 18,270.00
77	530 6004	DRIVEWAYS (CONC)	2,648	SY	$ 100.00	$ 264,800.00	$ 71.61	$ 189,623.28	$ 140.00	$ 370,720.00	$ 111.00	$ 293,928.00	$ 112.41	$ 297,661.68	$ 95.00	$ 251,560.00	$ 132.00	$ 349,536.00	$ 85.00	$ 225,080.00
78	530 6016	DRIVEWAYS (BASE)	1,582	SY	$ 25.00	$ 39,550.00	$ 30.74	$ 48,630.68	$ 18.00	$ 28,476.00	$ 47.85	$ 75,698.70	$ 19.78	$ 31,291.96	$ 22.00	$ 34,804.00	$ 27.00	$ 42,714.00	$ 68.00	$ 107,576.00
79	540 6001	MTL W-BEAM GD FEN (TIM POST)	637.5	LF	$ 30.00	$ 19,125.00	$ 35.05	$ 22,344.38	$ 35.00	$ 22,312.50	$ 37.00	$ 23,587.50	$ 34.30	$ 21,866.25	$ 35.00	$ 22,312.50	$ 38.00	$ 24,225.00	$ 39.00	$ 24,862.50
80	540 6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	4	EA	$ 2,275.00	$ 9,100.00	$ 1,949.12	$ 7,796.48	$ 1,950.00	$ 7,800.00	$ 2,210.00	$ 8,840.00	$ 2,047.00	$ 8,188.00	$ 1,900.00	$ 7,600.00	$ 2,128.00	$ 8,512.00	$ 2,308.00	$ 9,232.00
81	540 6016	DOWNSTREAM ANCHOR TERMINAL SECTION	4	EA	$ 1,500.00	$ 6,000.00	$ 1,460.51	$ 5,842.04	$ 1,450.00	$ 5,800.00	$ 1,450.00	$ 5,800.00	$ 1,345.00	$ 5,380.00	$ 1,500.00	$ 6,000.00	$ 1,594.00	$ 6,376.00	$ 1,517.00	$ 6,068.00
82	542 6001	REMOVE METAL BEAM GUARD FENCE	321	LF	$ 2.25	$ 722.25	$ 0.53	$ 170.13	$ 6.00	$ 1,926.00	$ 10.80	$ 3,466.80	$ 10.00	$ 3,210.00	$ 0.55	$ 176.55	$ 0.50	$ 160.50	$ 10.00	$ 3,210.00
83	544 6001	GUARDRAI

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		James Construction Group, LLC		Chasco Constructors		Capital Excavation		Austin Bridge & Road, L.P.		Jordan Foster Constuction LLC		Austin Engineering Co., Inc.		Joe Bland Construction, L.P.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
90	618 6046	CONDT (PVC) (SCH 80) (2")	960	LF	$ 15.00	$ 14,400.00	$ 16.00	$ 15,360.00	$ 16.50	$ 15,840.00	$ 17.00	$ 16,320.00	$ 18.00	$ 17,280.00	$ 18.00	$ 17,280.00	$ 16.00	$ 15,360.00	$ 20.00	$ 19,200.00
91	618 6047	CONDT (PVC) (SCH 80) (2") (BORE)	430	LF	$ 38.00	$ 16,340.00	$ 35.00	$ 15,050.00	$ 36.00	$ 15,480.00	$ 37.20	$ 15,996.00	$ 44.00	$ 18,920.00	$ 40.00	$ 17,200.00	$ 75.00	$ 32,250.00	$ 43.00	$ 18,490.00
92	618 6053	CONDT (PVC) (SCH 80) (3")	600	LF	$ 25.00	$ 15,000.00	$ 22.00	$ 13,200.00	$ 23.00	$ 13,800.00	$ 23.40	$ 14,040.00	$ 41.00	$ 24,600.00	$ 25.00	$ 15,000.00	$ 33.00	$ 19,800.00	$ 27.00	$ 16,200.00
93	618 6054	CONDT (PVC) (SCH 80) (3") (BORE)	860	LF	$ 40.00	$ 34,400.00	$ 46.00	$ 39,560.00	$ 48.00	$ 41,280.00	$ 48.90	$ 42,054.00	$ 53.00	$ 45,580.00	$ 52.00	$ 44,720.00	$ 87.00	$ 74,820.00	$ 56.50	$ 48,590.00
94	620 6007	ELEC CONDR (NO.8) BARE	2,510	LF	$ 1.75	$ 4,392.50	$ 2.50	$ 6,275.00	$ 2.75	$ 6,902.50	$ 2.65	$ 6,651.50	$ 2.00	$ 5,020.00	$ 3.00	$ 7,530.00	$ 2.00	$ 5,020.00	$ 3.00	$ 7,530.00
95	620 6008	ELEC CONDR (NO.8) INSULATED	4,960	LF	$ 2.00	$ 9,920.00	$ 2.75	$ 13,640.00	$ 3.00	$ 14,880.00	$ 2.90	$ 14,384.00	$ 2.00	$ 9,920.00	$ 3.20	$ 15,872.00	$ 2.00	$ 9,920.00	$ 3.25	$ 16,120.00
96	620 6009	ELEC CONDR (NO.6) BARE	335	LF	$ 2.25	$ 753.75	$ 3.00	$ 1,005.00	$ 3.25	$ 1,088.75	$ 3.20	$ 1,072.00	$ 2.45	$ 820.75	$ 3.45	$ 1,155.75	$ 2.00	$ 670.00	$ 3.75	$ 1,256.25
97	620 6010	ELEC CONDR (NO.6) INSULATED	670	LF	$ 2.50	$ 1,675.00	$ 3.25	$ 2,177.50	$ 3.50	$ 2,345.00	$ 3.45	$ 2,311.50	$ 2.45	$ 1,641.50	$ 3.70	$ 2,479.00	$ 2.00	$ 1,340.00	$ 4.00	$ 2,680.00
98	624 6010	GROUND BOX TY D (162922)W/APRON	5	EA	$ 1,400.00	$ 7,000.00	$ 1,800.00	$ 9,000.00	$ 1,900.00	$ 9,500.00	$ 1,910.00	$ 9,550.00	$ 2,500.00	$ 12,500.00	$ 2,100.00	$ 10,500.00	$ 1,391.00	$ 6,955.00	$ 2,212.00	$ 11,060.00
99	628 6165	ELC SRV TY D 120/240 070(NS)SP(O)	1	EA	$ 7,500.00	$ 7,500.00	$ 5,500.00	$ 5,500.00	$ 5,800.00	$ 5,800.00	$ 5,800.00	$ 5,800.00	$ 9,900.00	$ 9,900.00	$ 6,300.00	$ 6,300.00	$ 7,000.00	$ 7,000.00	$ 6,758.50	$ 6,758.50
100	644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	47	EA	$ 650.00	$ 30,550.00	$ 576.89	$ 27,113.83	$ 540.00	$ 25,380.00	$ 550.00	$ 25,850.00	$ 800.00	$ 37,600.00	$ 685.00	$ 32,195.00	$ 600.00	$ 28,200.00	$ 874.00	$ 41,078.00
101	644 6002	IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	5	EA	$ 675.00	$ 3,375.00	$ 790.72	$ 3,953.60	$ 740.00	$ 3,700.00	$ 750.00	$ 3,750.00	$ 800.00	$ 4,000.00	$ 950.00	$ 4,750.00	$ 823.00	$ 4,115.00	$ 1,014.00	$ 5,070.00
102	644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	6	EA	$ 800.00	$ 4,800.00	$ 696.05	$ 4,176.30	$ 650.00	$ 3,900.00	$ 660.00	$ 3,960.00	$ 825.00	$ 4,950.00	$ 825.00	$ 4,950.00	$ 724.00	$ 4,344.00	$ 998.00	$ 5,988.00
103	644 6007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	2	EA	$ 1,000.00	$ 2,000.00	$ 913.22	$ 1,826.44	$ 850.00	$ 1,700.00	$ 860.00	$ 1,720.00	$ 1,100.00	$ 2,200.00	$ 1,100.00	$ 2,200.00	$ 951.00	$ 1,902.00	$ 1,212.00	$ 2,424.00
104	644 6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	4	EA	$ 150.00	$ 600.00	$ 1,169.37	$ 4,677.48	$ 1,100.00	$ 4,400.00	$ 1,100.00	$ 4,400.00	$ 1,100.00	$ 4,400.00	$ 1,400.00	$ 5,600.00	$ 1,217.00	$ 4,868.00	$ 1,296.50	$ 5,186.00
105	644 6068	RELOCATE SM RD SN SUP&AM TY10BWG	3	EA	$ 150.00	$ 450.00	$ 462.18	$ 1,386.54	$ 435.00	$ 1,305.00	$ 440.00	$ 1,320.00	$ 600.00	$ 1,800.00	$ 550.00	$ 1,650.00	$ 481.00	$ 1,443.00	$ 620.00	$ 1,860.00
106	644 6076	REMOVE SM RD SN SUP&AM	26	EA	$ 150.00	$ 3,900.00	$ 16.71	$ 434.46	$ 55.00	$ 1,430.00	$ 52.60	$ 1,367.60	$ 150.00	$ 3,900.00	$ 65.00	$ 1,690.00	$ 58.00	$ 1,508.00	$ 197.00	$ 5,122.00
107	658 6004	INSTL DEL ASSM (D-SW)SZ 1(FLX)SRF	26	EA	$ 30.00	$ 780.00	$ 83.53	$ 2,171.78	$ 80.00	$ 2,080.00	$ 78.90	$ 2,051.40	$ 100.00	$ 2,600.00	$ 90.00	$ 2,340.00	$ 87.00	$ 2,262.00	$ 197.00	$ 5,122.00
108	658 6013	INSTL DEL ASSM (D-SW)SZ(BRF)CTB	8	EA	$ 35.00	$ 280.00	$ 22.27	$ 178.16	$ 21.00	$ 168.00	$ 21.05	$ 168.40	$ 40.00	$ 320.00	$ 25.00	$ 200.00	$ 23.00	$ 184.00	$ 39.50	$ 316.00
109	658 6015	INSTL DEL ASSM (D-SW)SZ(BRF)GF1	32	EA	$ 50.00	$ 1,600.00	$ 27.84	$ 890.88	$ 26.00	$ 832.00	$ 26.30	$ 841.60	$ 40.00	$ 1,280.00	$ 30.00	$ 960.00	$ 29.00	$ 928.00	$ 84.50	$ 2,704.00
110	658 6053	INSTL OM ASSM (OM-3L)(TWT)GND	2	EA	$ 350.00	$ 700.00	$ 361.95	$ 723.90	$ 340.00	$ 680.00	$ 340.00	$ 680.00	$ 400.00	$ 800.00	$ 385.00	$ 770.00	$ 376.00	$ 752.00	$ 479.00	$ 958.00
111	658 6057	INSTL OM ASSM (OM-3R)(TWT)GND	4	EA	$ 350.00	$ 1,400.00	$ 361.95	$ 1,447.80	$ 340.00	$ 1,360.00	$ 340.00	$ 1,360.00	$ 400.00	$ 1,600.00	$ 385.00	$ 1,540.00	$ 376.00	$ 1,504.00	$ 479.00	$ 1,916.00
112	662 6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	43,541	LF	$ 0.25	$ 10,885.25	$ 0.31	$ 13,497.71	$ 0.40	$ 17,416.40	$ 0.35	$ 15,239.35	$ 0.31	$ 13,497.71	$ 0.75	$ 32,655.75	$ 1.00	$ 43,541.00	$ 0.30	$ 13,062.30
113	662 6016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	37	LF	$ 3.00	$ 111.00	$ 15.00	$ 555.00	$ 16.00	$ 592.00	$ 21.05	$ 778.85	$ 15.00	$ 555.00	$ 29.00	$ 1,073.00	$ 29.00	$ 1,073.00	$ 17.00	$ 629.00
114	662 6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	47,531	LF	$ 0.25	$ 11,882.75	$ 0.31	$ 14,734.61	$ 0.40	$ 19,012.40	$ 0.35	$ 16,635.85	$ 0.31	$ 14,734.61	$ 0.75	$ 35,648.25	$ 1.00	$ 47,531.00	$ 0.30	$ 14,259.30
115	666 6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	370	LF	$ 1.25	$ 462.50	$ 1.50	$ 555.00	$ 2.00	$ 740.00	$ 1.05	$ 388.50	$ 1.50	$ 555.00	$ 1.75	$ 647.50	$ 2.00	$ 740.00	$ 1.75	$ 647.50
116	666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	5,934	LF	$ 1.00	$ 5,934.00	$ 2.00	$ 11,868.00	$ 2.25	$ 13,351.50	$ 1.60	$ 9,494.40	$ 2.00	$ 11,868.00	$ 2.30	$ 13,648.20	$ 2.00	$ 11,868.00	$ 2.25	$ 13,351.50
117	666 6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	261	LF	$ 4.00	$ 1,044.00	$ 5.35	$ 1,396.35	$ 5.50	$ 1,435.50	$ 5.25	$ 1,370.25	$ 5.35	$ 1,396.35	$ 9.00	$ 2,349.00	$ 9.00	$ 2,349.00	$ 6.00	$ 1,566.00
118	666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	238	LF	$ 8.00	$ 1,904.00	$ 9.20	$ 2,189.60	$ 9.50	$ 2,261.00	$ 10.50	$ 2,499.00	$ 9.20	$ 2,189.60	$ 20.00	$ 4,760.00	$ 20.00	$ 4,760.00	$ 10.00	$ 2,380.00
119	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	53	EA	$ 180.00	$ 9,540.00	$ 100.00	$ 5,300.00	$ 105.00	$ 5,565.00	$ 137.00	$ 7,261.00	$ 100.00	$ 5,300.00	$ 315.00	$ 16,695.00	$ 318.00	$ 16,854.00	$ 113.00	$ 5,989.00
120	666 6072	REFL PAV MRK TY I(W)(LNDP ARW)(100MIL)	2	EA	$ 300.00	$ 600.00	$ 250.00	$ 500.00	$ 260.00	$ 520.00	$ 530.00	$ 1,060.00	$ 250.00	$ 500.00	$ 545.00	$ 1,090.00	$ 550.00	$ 1,100.00	$ 282.00	$ 564.00
121	666 6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	19	EA	$ 175.00	$ 3,325.00	$ 120.00	$ 2,280.00	$ 125.00	$ 2,375.00	$ 210.00	$ 3,990.00	$ 120.00	$ 2,280.00	$ 345.00	$ 6,555.00	$ 347.00	$ 6,593.00	$ 135.00	$ 2,565.00
122	666 6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	1,136	LF	$ 3.50	$ 3,976.00	$ 5.05	$ 5,736.80	$ 5.50	$ 6,248.00	$ 7.35	$ 8,349.60	$ 5.05	$ 5,736.80	$ 9.00	$ 10,224.00	$ 9.00	$ 10,224.00	$ 5.75	$ 6,532.00
123	666 6167	REFL PAV MRK TY II (W) 4" (BRK)	1,412	LF	$ 0.25	$ 353.00	$ 0.15	$ 211.80	$ 0.20	$ 282.40	$ 0.55	$ 776.60	$ 0.15	$ 211.80	$ 0.60	$ 847.20	$ 0.50	$ 706.00	$ 0.20	$ 282.40
124	666 6170	REFL PAV MRK TY II (W) 4" (SLD)	30,443	LF	$ 0.25	$ 7,610.75	$ 0.14	$ 4,262.02	$ 0.20	$ 6,088.60	$ 0.25	$ 7,610.75	$ 0.14	$ 4,262.02	$ 0.60	$ 18,265.80	$ 0.50	$ 15,221.50	$ 0.20	$ 6,088.60
125	666 6205	REFL PAV MRK TY II (Y) 4" (BRK)	3,710	LF	$ 0.25	$ 927.50	$ 0.15	$ 556.50	$ 0.20	$ 742.00	$ 0.25	$ 927.50	$ 0.15	$ 556.50	$ 0.60	$ 2,226.00	$ 0.50	$ 1,855.00	$ 0.20	$ 742.00
126	666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	30,121	LF	$ 0.25	$ 7,530.25	$ 0.14	$ 4,216.94	$ 0.20	$ 6,024.20	$ 0.25	$ 7,530.25	$ 0.14	$ 4,216.94	$ 0.60	$ 18,072.60	$ 0.50	$ 15,060.50	$ 0.20	$ 6,024.20
127	672 6007	REFL PAV MRKR TY I-C	268	EA	$ 4.50	$ 1,206.00	$ 14.00	$ 3,752.00	$ 15.00	$ 4,020.00	$ 5.80	$ 1,554.40	$ 14.00	$ 3,752.00	$ 9.00	$ 2,412.00	$ 9.00	$ 2,412.00	$ 15.75	$ 4,221.00
128	672 6009	REFL PAV MRKR TY II-A-A	1,178	EA	$ 3.75	$ 4,417.50	$ 4.00	$ 4,712.00	$ 5.00	$ 5,890.00	$ 5.80	$ 6,832.40	$ 4.00	$ 4,712.00	$ 9.00	$ 10,602.00	$ 9.00	$ 10,602.00	$ 4.50	$ 5,301.00
129	678 6001	PAV SURF PREP FOR MRK (4")	6,200	LF	$ 0.20	$ 1,240.00	$ 0.01	$ 62.00	$ 0.05	$ 310.00	$ 1.05	$ 6,510.00	$ 0.01	$ 62.00	$ 0.45	$ 2,790.00	$ 0.50	$ 3,100.00	$ 0.01	$ 62.00
130	678 6004	PAV SURF PREP FOR MRK (8")	1,730	LF	$ 0.20	$ 346.00	$ 0.02	$ 34.60	$ 0.10	$ 173.00	$ 1.05	$ 1,816.50	$ 0.02	$ 34.60	$ 0.90	$ 1,557.00	$ 1.00	$ 1,730.00	$ 0.02	$ 34.60
131	678 6006	PAV SURF PREP FOR MRK (12")	259	LF	$ 0.20	$ 51.80	$ 0.05	$ 12.95	$ 0.50	$ 129.50	$ 1.05	$ 271.95	$ 0.05	$ 12.95	$ 2.30	$ 595.70	$ 2.00	$ 518.00	$ 0.06	$ 15.54
132	678 6008	PAV SURF PREP FOR MRK (24")	114	LF	$ 0.50	$ 57.00	$ 0.10	$ 11.40	$ 0.50	$ 57.00	$ 2.10	$ 239.40	$ 0.10	$ 11.40	$ 4.60	$ 524.40	$ 5.00	$ 570.00	$ 0.10	$ 11.40
133	678 6009	PAV SURF PREP FOR MRK (ARROW)	9	EA	$ 13.00	$ 117.00	$ 1.00	$ 9.00	$ 5.00	$ 45.00	$ 21.05	$ 189.45	$ 1.00	$ 9.00	$ 115.00	$ 1,035.00	$ 115.96	$ 1,043.64	$ 1.00	$ 9.00
134	678 6016	PAV SURV PREP FOR MRK (WORD)	6	EA	$ 20.00	$ 120.00	$ 1.00	$ 6.00	$ 5.00	$ 30.00	$ 31.55	$ 189.30	$ 1.00	$ 6.00	$ 145.00	$ 870.00	$ 144.95	$ 869.70	$ 1.13	$ 6.78
135	680 6002	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$ 60,000.00	$ 60,000.00	$ 23,000.00	$ 23,000.00	$ 24,455.00	$ 24,455.00	$ 24,400.00	$ 24,400.00	$ 41,550.00	$ 41,550.00	$ 26,000.00	$ 26,000.00	$ 23,199.00	$ 23,199.00	$ 28,263.00	$ 28,263.00
136	682 6001	VEH SIG SEC (12")LED(GRN)	7	EA	$ 325.00	$ 2,275.00	$ 290.00	$ 2,030.00	$ 300.00	$ 2,100.00	$ 310.00	$ 2,170.00	$ 370.00	$ 2,590.00	$ 335.00	$ 2,345.00	$ 579.00	$ 4,053.00	$ 356.50	$ 2,495.50
137	682 6002	VEH SIG SEC (12")LED(GRN ARW)	5	EA	$ 325.00	$ 1,625.00	$ 290.00	$ 1,450.00	$ 300.00	$ 1,500.00	$ 310.00	$ 1,550.00	$ 360.00	$ 1,800.00	$ 335.00	$ 1,675.00	$ 579.00	$ 2,895.00	$ 356.50	$ 1,782.50
138	682 6003	VEH SIG SEC (12")LED(YEL)	7	EA	$ 325.00	$ 2,275.00	$ 290.00	$ 2,030.00	$ 300.00	$ 2,100.00	$ 310.00	$ 2,170.00	$ 370.00	$ 2,590.00	$ 335.00	$ 2,345.00	$ 579.00	$ 4,053.00	$ 356.50	$ 2,495.50
139	682 6004	VEH SIG SEC (12")LED(YEL ARW)	5	EA	$ 325.00	$ 1,625.00	$ 290.00	$ 1,450.00	$ 300.00	$ 1,500.00	$ 310.00	$ 1,550.00	$ 360.00	$ 1,800.00	$ 335.00	$ 1,675.00	$ 579.00	$ 2,895.00	$ 356.50	$ 1,782.50
140	682 6005	VEH SIG SEC (12")LED(RED)	7	EA	$ 325.00	$ 2,275.00	$ 290.00	$ 2,030.00	$ 300.00	$ 2,100.00	$ 310.00	$ 2,170.00	$ 370.00	$ 2,590.00	$ 335.00	$ 2,345.00	$ 579.00	$ 4,053.00	$ 356.50	$ 2,495.50
141	682 6006	VEH SIG SEC (12")LED(RED ARW)	4	EA	$ 325.00	$ 1,300.00	$ 290.00	$ 1,160.00	$ 300.00	$ 1,200.00	$ 310.00	$ 1,240.00	$ 360.00	$ 1,440.00	$ 335.00	$ 1,340.00	$ 579.00	$ 2,316.00	$ 356.50	$ 1,426.00
142	682 6060	BACKPLATE W/ REFL BRDR(3 SEC)	9	EA	$ 185.00	$ 1,665.00	$ 115.00	$ 1,035.00	$ 120.00	$ 1,080.00	$ 122.00	$ 1,098.00	$ 170.00	$ 1,530.00	$ 130.00	$ 1,170.00	$ 232.00	$ 2,088.00	$ 141.25	$ 1,271.25
143	682 6049	BACKPLATE W/ REFL BRDR(4 SEC)	2	EA	$ 200.00	$ 400.00	$ 145.00	$ 290.00	$ 150.00	$ 300.00	$ 154.00	$ 308.00	$ 200.00	$ 400.00	$ 165.00	$ 330.00	$ 232.00	$ 464.00	$ 178.25	$ 356.50
144	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	2,376	LF	$ 3.00	$ 7,128.00	$ 2.50	$ 5,940.00	$ 2.75	$ 6,534.00	$ 2.65	$ 6,296.40	$ 2.25	$ 5,346.00	$ 2.85	$ 6,771.60	$ 2.00	$ 4,752.00	$ 3.00	$ 7,128.00
145	684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	1,336	LF	$ 3.50	$ 4,676.00	$ 3.00	$ 4,008.00	$ 3.25	$ 4,342.00	$ 3.20	$ 4,275.20	$ 2.65	$ 3,540.40	$ 3.45	$ 4,609.20	$ 2.00	$ 2,672.00	$ 3.75	$ 5,010.00
146	686 6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	1	EA	$ 16,000.00	$ 16,000.00	$ 15,000.00	$ 15,000.00	$ 15,500.00	$ 15,500.00	$ 15,900.00	$ 15,900.00	$ 17,700.00	$ 17,700.00	$ 17,000.00	$ 17,000.00	$ 23,199.00	$ 23,199.00	$ 18,433.00	$ 18,433.00
147	686 6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	1	EA	$ 35,000.00	$ 35,000.00	$ 27,000.00	$ 27,000.00	$ 28,000.00	$ 28,000.00	$ 28,700.00	$ 28,700.00	$ 36,500.00	$ 36,500.00	$ 30,000.00	$ 30,000.00	$ 23,199.00	$ 23,199.00	$ 33,179.00	$ 33,179.00
148	686 6063	INS TRF SIG PL AM(S)1 ARM(60')LUM	1	EA	$ 40,000.00	$ 40,000.00	$ 29,000.00	$ 29,000.00	$ 30,000.00	$ 30,000.00	$ 30,800.00	$ 30,800.00	$ 39,000.00	$ 39,000.00	$ 33,000.00	$ 33,000.00	$ 29,000.00	$ 29,000.00	$ 35,636.00	$ 35,636.00
149	686 6067	INS TRF SIG PL AM(S)1 ARM(65')LUM	1	EA	$ 45,000.00	$ 45,000.00	$ 30,000.00	$ 30,000.00	$ 31,500.00	$ 31,500.00	$ 31,900.00	$ 31,900.00	$ 39,800.00	$ 39,800.00	$ 34,000.00	$ 34,000.00	$ 35,000.00	$ 35,000.00	$ 36,848.00	$ 36,848.00
150	3076 6001	D-GR HMA TY-B PG64-22	7,591	TON	$ 110.00	$ 835,010.00	$ 103.25	$ 783,770.75	$ 100.00	$ 759,100.00	$ 105.00	$ 797,055.00	$ 99.00	$ 751,509.00	$ 103.00	$ 781,873.00	$ 130.00	$ 986,830.00	$ 125.00	$ 948,875.00
151	3076 6007	D-GR HMA TY-B SAC-B PG70-22	8,281	TON	$ 135.00	$ 1,117,935.00	$ 110.55	$ 915,464.55	$ 110.00	$ 910,910.00	$ 112.00	$ 927,472.00	$ 106.00	$ 877,786.00	$ 109.00	$ 902,629.00	$ 127.00	$ 1,051,687.00	$ 120.00	$ 993,720.00
152	3076 6042	D-GR HMA TY-D SAC-B PG70-22	5,070	TON	$ 160.00	$ 811,200.00	$ 148.10	$ 750,867.00	$ 150.00	$ 760,500.00	$ 150.00	$ 760,500.00	$ 142.00	$ 719,940.00	$ 147.00	$ 745,290.00	$ 174.00	$ 882,180.00	$ 165.00	$ 836,550.00
153	3076 6050	D-GR HMA TY-D SAC-B PG76-22	2,064	TON	$ 150.00	$ 309,600.00	$ 148.10	$ 305,678.40	$ 150.00	$ 309,600.00	$ 150.00	$ 309,600.00	$ 142.00	$ 293,088.00	$ 147.00	$ 303,408.00	$ 180.00	$ 371,520.00	$ 175.00	$ 361,200.00
154	3076 6051	D-GR HMA TY-D PG76-22 (LEVEL-UP)	3,985	TON	$ 150.00	$ 597,750.00	$ 153.31	$ 610,940.35	$ 150.00	$ 597,750.00	$ 155.00	$ 617,675.00	$ 147.00	$ 585,795.00	$ 150.00	$ 597,750.00	$ 145.00	$ 577,825.00	$ 140.00	$ 557,900.00
155	3084 6001	BONDING COURSE	1,862	GAL	$ 3.00	$ 5,586.00	$ 5.06	$ 9,421.72	$ 5.00	$ 9,310.00	$ 5.15	$ 9,589.30	$ 4.85	$ 9,030.70	$ 5.50	$ 10,241.00	$ 5.00	$ 9,310.00	$ 5.00	$ 9,310.00
156	5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	52,030	SY	$ 2.00	$ 104,060.00	$ 1.53	$ 79,605.90	$ 2.00	$ 104,060.00	$ 2.65	$ 137,879.50	$ 1.43	$ 74,402.90	$ 1.75	$ 91,052.50	$ 3.50	$ 182,105.00	$ 2.50	$ 130,075.00
157	6292 6001	RVDS(PRESENCE DETECTION ONLY)	4	EA	$ 10,000.00	$ 40,000.00	$ 5,600.00	$ 22,400.00	$ 5,800.00	$ 23,200.00	$ 6,000.00	$ 24,000.00	$ 7,100.00	$ 28,400.00	$ 6,400.00	$ 25,600.00	$ 5,800.00	$ 23,200.00	$ 6,882.00	$ 27,528.00
158	6292 6002	RVDS(ADVANCE DETECTION ONLY)	3	EA	$ 10,000.00	$ 30,000.00	$ 5,800.00	$ 17,400.00	$ 6,000.00	$ 18,000.00	$ 6,200.00	$ 18,600.00	$ 7,600.00	$ 22,800.00	$ 6,600.00	$ 19,800.00	$ 5,800.00	$ 17,400.00	$ 7,127.00	$ 21,381.00
CITY OF TAYLOR WATERLINE RELOCATION																				
159	COA-501S-24	24-IN Casing (Open Cut)	34	LF	$ 460.00	$ 15,640.00	$ 250.00	$ 8,500.00	$ 500.00	$ 17,000.00	$ 290.00	$ 9,860.00	$ 350.00	$ 11,900.00	$ 415.00	$ 14,110.00	$ 269.00	$ 9,146.00	$ 242.00	$ 8,228.00
160	COA-501S-36	36-IN Casing (Open Cut)	207	LF	$ 575.00	$ 119,025.00	$ 650.00	$ 134,550.00	$ 620.00	$ 128,340.00	$ 510.00	$ 105,570.00	$ 559.00	$ 115,713.00	$ 695.00	$ 143,865.00	$ 406.00	$ 84,042.00	$ 435.00	$ 90,045.00
161	COA-509S-1	Trench Excavation & Safety Protection	3,550	LF	$ 4.60	$ 16,330.00	$ 5.00	$ 17,750.00	$ 5.00	$ 17,750.00	$ 6.30	$ 22,365.00	$ 1.00	$ 3,550.00	$ 3.70	$ 13,135.00	$ 3.50	$ 12,425.00	$ 3.00	$ 10,650.00
162	COA-510-AW-24	Factory Restrained Joint Pipe, 24" DIA, Class 250 DI Waterline (all depths), inc. excavation and backfill	2,850	LF	$ 345.00	$ 983,250.00	$ 265.00	$ 755,250.00	$ 355.00	$ 1,011,750.00	$ 330.00	$ 940,500.00	$ 296.00	$ 843,600.00	$ 320.00	$ 912,000.00	$ 316.00	$ 900,600.00	$ 300.00	$ 855,000.00
163	COA-510-AW-12	Factory Restrained Joint Pipe, 12" DIA, DR-18 PVC Waterline (all depths), inc. excavation and backfill	600	LF	$ 201.25	$ 120,750.00	$ 95.00	$ 57,000.00	$ 125.00	$ 75,000.00	$ 200.00	$ 120,000.00	$ 137.00	$ 82,200.00	$ 195.00	$ 117,000.00	$ 158.00	$ 94,800.00	$ 134.00	$ 80,400.00
164	COA-510-AW-6	Pipe, 6" DIA, DI Waterline (all depths), inc. excavation and backfill	100	LF	$ 172.50	$ 17,250.00	$ 70.00	$ 7,000.00	$ 130.00	$ 13,000.00	$ 206.00	$ 20,600.00	$ 78.00	$ 7,800.00	$ 110.00	$ 11,000.00	$ 75.00	$ 7,500.00	$ 71.00	$ 7,100.00
165	COA-510-CONW	Connection to existing water line	7	EA	$ 7,475.00	$ 52,325.00	$ 5,000.00	$ 35,000.00	$ 8,000.00	$ 56,000.00	$ 7,100.00	$ 49,700.00	$ 5,910.00	$ 41,370.00	$ 17,000.00	$ 119,000.00	$ 15,228.00	$ 106,596.00	$ 3,935.00	$ 27,545.00
166	COA-510-CONWS	Connection to existing water service line	2	EA	$ 4,025.00	$ 8,050.00	$ 2,500.00	$ 5,000.00	$ 2,000.00	$ 4,000.00	$ 2,940.00	$ 5,880.00	$ 4,320.00	$ 8,640.00	$ 3,500.00	$ 7,000.00	$ 2,392.00	$ 4,784.00	$ 2,142.00	$ 4,284.00
167	COA-511-B	Fire Hydrants	10	EA	$ 5,175.00	$ 51,750.00	$ 9,700.00	$ 97,000.00	$ 11,000.00	$ 110,000.00	$ 6,600.00	$ 66,000.00	$ 11,409.00	$ 114,090.00	$ 11,000.00	$ 110,000.00	$ 5,787.00	$ 57,870.00	$ 11,357.00	$ 113,570.00
168	COA-511-A-6	Valves, Resilient Seat Wedge Gate, 6" DIA.	10	EA	$ 5,175.00	$ 51,750.00	$ 5,000.00	$ 50,000.00	$ 2,800.00	$ 28,000.00	$ 2,140.00	$ 21,400.00	$ 2,439.00	$ 24,390.00	$ 2,300.00	$ 23,000.00	$ 2,880.00	$ 28,800.00	$ 2,293.00	$ 22,930.00
169	COA-511-A-12	Valves, Resilient Seat Wedge Gate, 12" DIA.	4	EA	$ 8,050.00	$ 32,200.00	$ 10,000.00	$ 40,000.00	$ 6,000.00	$ 24,000.00	$ 4,790.00	$ 19,160.00	$ 4,628.00	$ 18,512.00	$ 5,200.00	$ 20,800.00	$ 5,827.00	$ 23,308.00	$ 5,189.00	$ 20,756.00
170	COA-511-A-24	Valves, Rubber-Seated Butterfly, 24" DIA.	4	EA	$ 32,487.50	$ 129,950.00	$ 32,000.00	$ 128,000.00	$ 14,000.00	$ 56,000.00	$ 20,200.00	$ 80,800.00	$ 26,866.00	$ 107,464.00	$ 29,000.00	$ 116,000.00	$ 19,217.00	$ 76,868.00	$ 30,404.00	$ 121,616.00
171	HDR-33 04 30	Temorary Water Service	1	LS	$ 11,500.00	$ 11,500.00	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 6,900.00	$ 6,900.00	$ 7,308.00	$ 7,308.00	$ 13,000.00	$ 13,000.00	$ 57,137.00	$ 57,137.00	$

Williamson County Road Bond Program
CR 366
August 31, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		James Construction Group, LLC		Chasco Constructors		Capital Excavation		Austin Bridge & Road, L.P.		Jordan Foster Constuction LLC		Austin Engineering Co., Inc.		Joe Bland Construction, L.P.	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
178	COA-510-RMVW	Removing Existing Waterline	1,955	LF	$ 28.75	$ 56,206.25	$ 20.00	$ 39,100.00	$ 30.00	$ 58,650.00	$ 17.15	$ 33,528.25	$ 21.00	$ 41,055.00	$ 12.00	$ 23,460.00	$ 32.00	$ 62,560.00	$ 25.00	$ 48,875.00
179	COA-609S-C	Grass Seeding	1,983	SY	$ 11.50	$ 22,804.50	$ 0.25	$ 495.75	$ 2.00	$ 3,966.00	$ 0.55	$ 1,090.65	$ 0.50	$ 991.50	$ 3.45	$ 6,841.35	$ 1.00	$ 1,983.00	$ 1.75	$ 3,470.25
180	COA-605S-A	Soil Retention Blanket Class 1; Type A	10	SY	$ 23.00	$ 230.00	$ 2.00	$ 20.00	$ 55.00	$ 550.00	$ 10.80	$ 108.00	$ 10.00	$ 100.00	$ 57.00	$ 570.00	$ 2.00	$ 20.00	$ 85.00	$ 850.00
181	0400 6006	CUT & RESTORING PAV	44	SY	$ 97.75	$ 4,301.00	$ 50.00	$ 2,200.00	$ 250.00	$ 11,000.00	$ 157.00	$ 6,908.00	$ 308.00	$ 13,552.00	$ 190.00	$ 8,360.00	$ 1,100.00	$ 48,400.00	$ 254.00	$ 11,176.00
JONAH SUD UTILITY IMPROVEMENTS																				
182	J108-1	8" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	851	LF	$ 140.00	$ 119,140.00	$ 75.00	$ 63,825.00	$ 65.00	$ 55,315.00	$ 87.40	$ 74,377.40	$ 79.00	$ 67,229.00	$ 104.00	$ 88,504.00	$ 81.00	$ 68,931.00	$ 67.00	$ 57,017.00
183	J108-2	8" C-900, DR-18 PVC Restrained Joint Pipe; w/ Tracer Wire; Installed	92	LF	$ 150.00	$ 13,800.00	$ 80.00	$ 7,360.00	$ 70.00	$ 6,440.00	$ 106.00	$ 9,752.00	$ 84.00	$ 7,728.00	$ 120.00	$ 11,040.00	$ 90.00	$ 8,280.00	$ 111.00	$ 10,212.00
184	J108-3	4" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed	850	LF	$ 70.00	$ 59,500.00	$ 50.00	$ 42,500.00	$ 50.00	$ 42,500.00	$ 52.20	$ 44,370.00	$ 61.00	$ 51,850.00	$ 65.00	$ 55,250.00	$ 66.00	$ 56,100.00	$ 48.00	$ 40,800.00
185	J108-4	4" C-900, DR-18 PVC Restrained Joint Pipe; w/ Tracer Wire; Installed	298	LF	$ 75.00	$ 22,350.00	$ 55.00	$ 16,390.00	$ 52.00	$ 15,496.00	$ 46.40	$ 13,827.20	$ 60.00	$ 17,880.00	$ 75.00	$ 22,350.00	$ 42.00	$ 12,516.00	$ 45.00	$ 13,410.00
186	J108-5	16" Steel Enc. Pipe, Bore with 8" C-900, DR-18 RJ Carrier Pipe; Installed	140	LF	$ 520.00	$ 72,800.00	$ 700.00	$ 98,000.00	$ 440.00	$ 61,600.00	$ 560.00	$ 78,400.00	$ 460.00	$ 64,400.00	$ 475.00	$ 66,500.00	$ 433.00	$ 60,620.00	$ 669.00	$ 93,660.00
187	J108-6	8" Steel Enc. Pipe, Open Cut with 4" C-900, DR-18 RJ Carrier Pipe; Installed	359	LF	$ 195.00	$ 70,005.00	$ 150.00	$ 53,850.00	$ 145.00	$ 52,055.00	$ 139.00	$ 49,901.00	$ 151.00	$ 54,209.00	$ 195.00	$ 70,005.00	$ 126.00	$ 45,234.00	$ 129.00	$ 46,311.00
188	J108-7	8" Steel Enc. Pipe, Bored with 4" C-900, DR-18 RJ Carrier Pipe; Installed	416	LF	$ 400.00	$ 166,400.00	$ 450.00	$ 187,200.00	$ 260.00	$ 108,160.00	$ 440.00	$ 183,040.00	$ 429.00	$ 178,464.00	$ 435.00	$ 180,960.00	$ 220.00	$ 91,520.00	$ 470.00	$ 195,520.00
189	J108-8	Concrete Encased 8" Steel Enc. Pipe, Open Cut with 4" C-905, DR-18 RJ Carrier Pipe; Installed	65	LF	$ 230.00	$ 14,950.00	$ 100.00	$ 6,500.00	$ 185.00	$ 12,025.00	$ 179.00	$ 11,635.00	$ 361.00	$ 23,465.00	$ 200.00	$ 13,000.00	$ 260.00	$ 16,900.00	$ 296.50	$ 19,272.50
190	J108-9	4" Steel Enc. Pipe, Bored with Service Line; Installed	135	LF	$ 320.00	$ 43,200.00	$ 350.00	$ 47,250.00	$ 165.00	$ 22,275.00	$ 500.00	$ 67,500.00	$ 423.00	$ 57,105.00	$ 405.00	$ 54,675.00	$ 171.00	$ 23,085.00	$ 435.00	$ 58,725.00
191	J108-10	1" HDPE SDR-9 Service Line; Installed	42	LF	$ 60.00	$ 2,520.00	$ 40.00	$ 1,680.00	$ 50.00	$ 2,100.00	$ 153.00	$ 6,426.00	$ 30.00	$ 1,260.00	$ 50.00	$ 2,100.00	$ 232.00	$ 9,744.00	$ 68.00	$ 2,856.00
192	J108-11	8" Gate Valve, Box, and Marker; Installed	4	EA	$ 2,250.00	$ 9,000.00	$ 3,500.00	$ 14,000.00	$ 3,800.00	$ 15,200.00	$ 2,770.00	$ 11,080.00	$ 2,720.00	$ 10,880.00	$ 3,300.00	$ 13,200.00	$ 4,213.00	$ 16,852.00	$ 3,011.00	$ 12,044.00
193	J108-12	4" Gate Valve, Box, and Marker; Installed	8	EA	$ 1,500.00	$ 12,000.00	$ 3,000.00	$ 24,000.00	$ 2,300.00	$ 18,400.00	$ 2,160.00	$ 17,280.00	$ 1,915.00	$ 15,320.00	$ 2,700.00	$ 21,600.00	$ 2,835.00	$ 22,680.00	$ 2,065.00	$ 16,520.00
194	J108-13	Connect New 4" to Existing 2"; Installed	5	EA	$ 2,000.00	$ 10,000.00	$ 2,500.00	$ 12,500.00	$ 1,200.00	$ 6,000.00	$ 2,360.00	$ 11,800.00	$ 1,257.00	$ 6,285.00	$ 1,800.00	$ 9,000.00	$ 2,072.00	$ 10,360.00	$ 3,782.00	$ 18,910.00
195	J108-14	Connect New 4" to Existing 1.5"; Installed	2	EA	$ 1,750.00	$ 3,500.00	$ 2,500.00	$ 5,000.00	$ 1,200.00	$ 2,400.00	$ 2,290.00	$ 4,580.00	$ 1,110.00	$ 2,220.00	$ 1,900.00	$ 3,800.00	$ 2,072.00	$ 4,144.00	$ 2,443.00	$ 4,886.00
196	J108-15	Connect New 4" to Exisitng 1"; Installed	1	EA	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 2,140.00	$ 2,140.00	$ 862.00	$ 862.00	$ 1,800.00	$ 1,800.00	$ 1,930.00	$ 1,930.00	$ 1,733.25	$ 1,733.25
197	J108-16	Relocation of Existing Single Meter and Reconnection of Service Line; Installed	4	EA	$ 2,500.00	$ 10,000.00	$ 2,500.00	$ 10,000.00	$ 2,500.00	$ 10,000.00	$ 7,000.00	$ 28,000.00	$ 2,820.00	$ 11,280.00	$ 3,000.00	$ 12,000.00	$ 3,041.00	$ 12,164.00	$ 4,132.00	$ 16,528.00
198	J108-17	Cap Existing 1.5" Waterline; Installed	1	EA	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 150.00	$ 150.00	$ 540.00	$ 540.00	$ 313.00	$ 313.00	$ 1,000.00	$ 1,000.00	$ 891.00	$ 891.00	$ 1,272.00	$ 1,272.00
199	J108-18	Cap Existing 2" Waterline; Installed	5	EA	$ 1,250.00	$ 6,250.00	$ 1,000.00	$ 5,000.00	$ 200.00	$ 1,000.00	$ 540.00	$ 2,700.00	$ 322.00	$ 1,610.00	$ 990.00	$ 4,950.00	$ 724.00	$ 3,620.00	$ 1,272.00	$ 6,360.00
200	J108-19	Install New Flush Valve Assembly; Installed	2	EA	$ 2,500.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 3,500.00	$ 7,000.00	$ 3,820.00	$ 7,640.00	$ 2,680.00	$ 5,360.00	$ 2,100.00	$ 4,200.00	$ 3,253.00	$ 6,506.00	$ 3,352.00	$ 6,704.00
201	J108-20	Saw Cut and Remove and Replace Reinforced Concrete Driveway	38	SF	$ 100.00	$ 3,800.00	$ 48.50	$ 1,843.00	$ 80.00	$ 3,040.00	$ 105.00	$ 3,990.00	$ 173.00	$ 6,574.00	$ 200.00	$ 7,600.00	$ 202.00	$ 7,676.00	$ 140.00	$ 5,320.00
202	J108-21	Compacted Gravel Drive Replacement	74	SF	$ 27.00	$ 1,998.00	$ 5.40	$ 399.60	$ 10.00	$ 740.00	$ 17.80	$ 1,317.20	$ 58.00	$ 4,292.00	$ 19.00	$ 1,406.00	$ 67.00	$ 4,958.00	$ 24.75	$ 1,831.50
203	J108-22	Trench Safety	2,167	LF	$ 2.00	$ 4,334.00	$ 5.00	$ 10,835.00	$ 5.00	$ 10,835.00	$ 6.20	$ 13,435.40	$ 1.00	$ 2,167.00	$ 4.00	$ 8,668.00	$ 4.00	$ 8,668.00	$ 4.00	$ 8,668.00
204	J108-23	Storm Water Pollution Prevention Plan Design and Implementation	1	LS	$ 8,000.00	$ 8,000.00	$ 1,000.00	$ 1,000.00	$ 25,000.00	$ 25,000.00	$ 33,800.00	$ 33,800.00	$ 2,000.00	$ 2,000.00	$ 3,200.00	$ 3,200.00	$ 2,898.00	$ 2,898.00	$ 6,200.00	$ 6,200.00
205	J108-24	Traffic Control Plan Development and Implementation	1	LS	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 2,500.00	$ 2,500.00	$ 5,600.00	$ 5,600.00	$ 25,000.00	$ 25,000.00	$ 11,000.00	$ 11,000.00	$ 17,400.00	$ 17,400.00	$ 6,200.00	$ 6,200.00
206	J108-25	Mobilization	1	LS	$ 66,000.00	$ 66,000.00	$ 110,587.00	$ 110,587.00	$ 25,000.00	$ 25,000.00	$ 5,600.00	$ 5,600.00	$ 97,319.00	$ 97,319.00	$ 20,000.00	$ 20,000.00	$ 26,595.00	$ 26,595.00	$ 40,009.00	$ 40,009.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																				
207	999-WC01	FORCE ACCOUNT	50,000	DOL	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00
208	3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	95,300	DOL	$ 1.00	$ 95,300.00	$ 1.00	$ 95,300.00	$ 1.00	$ 95,300.00	$ 1.00	$ 95,300.00	$ 1.00	$ 95,300.00	$ 1.00	$ 95,300.00	$ 1.00	$ 95,300.00	$ 1.00	$ 95,300.00
209	3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	66,700	DOL	$ 1.00	$ 66,700.00	$ 1.00	$ 66,700.00	$ 1.00	$ 66,700.00	$ 1.00	$ 66,700.00	$ 1.00	$ 66,700.00	$ 1.00	$ 66,700.00	$ 1.00	$ 66,700.00	$ 1.00	$ 66,700.00
210	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	9,400	DOL	$ 1.00	$ 9,400.00	$ 1.00	$ 9,400.00	$ 1.00	$ 9,400.00	$ 1.00	$ 9,400.00	$ 1.00	$ 9,400.00	$ 1.00	$ 9,400.00	$ 1.00	$ 9,400.00	$ 1.00	$ 9,400.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 19,650,757.80**		**$17,694,262.46**		**$18,444,484.00**		**$18,507,218.12**		**$18,570,004.95**		**$18,617,435.80**		**$20,592,968.44**		**$22,108,121.62**
		ACTUAL BID PROPOSAL						$17,694,262.46		$18,444,484.00		$18,507,218.12		$18,570,004.95		**$18,617,435.80**		$20,592,968.44		**$22,108,121.62**
		ADJUSTMENT DIFFERENCE						($0.00)		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Addendum Acknowledgement						Y		Y		Y		Y		N		Y		N
		Bid Bond						Y		Y		Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y		Y		Y
		Bidders Affidavit						Y		Y		Y		Y		N		Y		N
		Child Support						Y		Y		Y		Y		N		Y		N
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y		Y		Y

285 SE Inner Loop
Suite 110
Georgetown, TX 78626

TEL 512.485.0020
FAX 512.485.0021

www.GarverUSA.com

Whit Friend, P.E., Project Coordinator
HNTB Corporation
101 East Old Settlers Boulevard
Round Rock, Texas 78664

September 2, 2022

Project: County Road 366 (Garver Project # 17207031)

Mr. Friend,

On August 31, 2022, contractor bids were submitted and opened for the County Road 366 project. We have reviewed the bids and a summary of contractor bid amounts is as follows:

1.	James Construction Group, LLC	$17,694,262.46
2.	Chasco Constructors, LTD., LLP	$18,444,484.00
3.	Capital Excavation	$18,507,218.12
4.	Austin Bridge and Road	$18,570,004.95
5.	Jordan Foster Construction, LLC	$18,617,435.80
6.	Austin Engineering Co., Inc.	$20,592,968.44
7.	Joe Bland Construction, LP	$22,108,121.62

A detailed bid analysis and comparison is attached for your records. The bids ranged from 9.96 percent below to 12.51 percent over the Engineer's Estimate. There were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. James Construction Group, LLC submitted the lowest bid in the amount of $17,694,262.46 at 9.96 percent below the Engineers Estimate.

Based on the low bid amount, we recommend that James Construction Group, LLC be awarded the contract. Let us know if you have any questions.

Sincerely,

Garver, LLC

Glenn G. Gregory, Jr., P.E.
Vice President

Attachment: Bid Tabulation Analysis

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-930022

Date Filed:
09/06/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
James Construction Group, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22IFB138 - CR 366
construction and widening of CR 366, FM 397, and Chandler Road, with realignment of the CR 366 and FM 397 intersection and drainage improvements.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Brian Beetle, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 6 day of Sept (month), 20 22 (year).

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **48.**

Meeting Date: 09/20/2022

22IFB67 Davilla Street Culvert Replacement Change Order #2 (Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of ($22,591.30) for Project 22IFB67 Davilla Street Culvert Replacement (Chasco Constructors) P: 486 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds new items for the installation of a 3'X3' grate inlet, apron, and additional rip rap flume for better drainage at the corner of Davilla and N. Walton. The final item added to this Change Order is for repairing unsuitable material encountered under the proposed roadway where the old wooden water line was located.

Following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	UNIT	QTY
432-6009	4" CONCRETE RIP RAP CHANNEL	CY	.08
465-999	3X3 GRATE ILET WITH APRON	EA	1
999-WC04	REPAIR OF UNSUITABLE MATERIAL	CY	32

This Change Order results in a net decrease of $22,591.30 to the Contract amount, for an adjusted Contract total of $641,872.70. The original Contract amount was $664,464.00. As a result of this and all Change Orders to-date, the Contract has been decreased by $22,591.30, resulting in an 3.40% net decrease in the Contract cost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB67 Davilla Street CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:03 AM
Form Started By: Julissa Vasquez		Started On: 09/13/2022 01:29 PM
Final Approval Date: 09/15/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Chasco Constructors**

2. Change Order Work Limits: Sta. **11+30** to Sta. **12+23**

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

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

Project:	***22IFB67***
Roadway:	***Davilla Street***
CSJ Number:	

5. Describe the work being revised:

2E. Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditons not accounted for in the original plans. This Change Order also provides payment for additional work performed to address an unknown drainage concern and to repair unsuitable material where the wooden water line was discovered.

6. Work to be performed in accordance with Items: **See attached**

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

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

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

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

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

THE CONTRACTOR Date 09.07.22

By

Typed/Printed Name CHARLES KING

Typed/Printed Title VP

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **($22,591.30)**

RECOMMENDED FOR EXECUTION:

Project Manager 9/13/2022 Date

Design Engineer Date

Program Manager 9/13/2022 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *22IFB67*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
164-WC04	SEEDING FOR EROSION CONTROL(TEMP)(COOL)TY 4)	SY	$2.50	385.00	$962.50	(385.00)	0.00	$0.00	($962.50)
247-6044	FL BS (COMP IN PLC)(TY A GR 4)(FINAL POS)	CY	$120.00	151.00	$18,120.00	(56.37)	94.63	$11,355.60	($6,764.40)
316-6413	ASPH (AC-15P,HFRS-2P OR CRS-2P)	GAL	$33.00	123.00	$4,059.00	(123.00)	0.00	$0.00	($4,059.00)
316-6764	AGGR(TY - D GR - 5)	CY	$2,625.00	5.00	$13,125.00	(5.00)	0.00	$0.00	($13,125.00)
401-6001	FLOWABLE BABCKFILL	CY	$160.00	59.00	$9,440.00	21.00	80.00	$12,800.00	$3,360.00
464-6003	RC PIPE (CL III)(18"	LF	$100.00	40.00	$4,000.00	16.00	56.00	$5,600.00	$1,600.00
467-6356	SET (TY II)(18")(RCP)(3:1)	EA	$2,000.00	2.00	$4,000.00	(1.00)	1.00	$2,000.00	($2,000.00)
467-6363	SET (TY II)(18")(RCP)(6:1)(P)	EA	$3,000.00	1.00	$3,000.00	(1.00)	0.00	$0.00	($3,000.00)
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	$25.00	40.00	$1,000.00	(40.00)	0.00	$0.00	($1,000.00)
506-6011	ROCK FILTER DAMS (REMOVE)(TY 2)	LF	$10.00	40.00	$400.00	(40.00)	0.00	$0.00	($400.00)
506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	SY	$15.00	78.00	$1,170.00	(78.00)	0.00	$0.00	($1,170.00)
506-6024	CONSTRUCTION EXITS (RMOVE)(TY 1)	SY	$10.00	78.00	$780.00	(78.00)	0.00	$0.00	($780.00)
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$5.00	95.00	$475.00	10.00	105.00	$525.00	$50.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$2.00	95.00	$190.00	10.00	105.00	$210.00	$20.00
529-6002	CONC CURB (TY II)	LF	$30.00	56.00	$1,680.00	136.00	192.00	$5,760.00	$4,080.00
529-6036	CONC CURB (SPECIAL)	LF	$40.00	86.00	$3,440.00	(86.00)	0.00	$0.00	($3,440.00)
3076-6001	D-GR HMA TY - B PG 64-22	TON	$310.00	21.00	$6,510.00	(5.00)	16.00	$4,960.00	($1,550.00)
3076-6004	D-GR HMA TY - B PG 64-22 (LEVEL UP)	TON	$310.00	136.00	$42,160.00	6.75	142.75	$44,252.50	$2,092.50
TOTALS					$114,511.50			$87,463.10	($27,048.40)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *22IFB67*

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
3076-6043	D-GR HMA (TY - D PG70 - 22 (LEVEL UP)	TON	$625.00	39.00	$24,375.00	(11.00)	28.00	$17,500.00	($6,875.00)
6001-6001	PORTABLE CHANGABLE MESSAGE SIGN	DAY	$75.00	168.00	$12,600.00	(44.00)	124.00	$9,300.00	($3,300.00)
999-WC01	FORCE ACCOUNT	DAY	$1.00	25,000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
999-WC02	FORCE ACCOUNT - RAILROAD FLAGGER	DOL	$1.00	25,000.00	$25,000.00	19,480.10	44,480.10	$44,480.10	$19,480.10
999-WC03	FORCE ACCOUNT -SALVAGE BRICK BONUS/PENALTY	DOL	$1.00	50,000.00	$50,000.00	12,000.00	62,000.00	$62,000.00	$12,000.00
432-6009	4" CONCRETE RIP RAP CHANNEL	CY	$2,000.00	0.00	$0.00	0.80	0.80	$1,600.00	$1,600.00
465-999	3x3 GRATE INLET WITH APRON	EA	$3,800.00	0.00	$0.00	1.00	1.00	$3,800.00	$3,800.00
999-WC04	REPAIR UNSUITABLE SUBGRADE	CY	$86.00	0.00	$0.00	32.00	32.00	$2,752.00	$2,752.00
The "Totals" from Table B of the previous work sheet:					$114,511.50			$87,463.10	($27,048.40)
TOTALS					$251,486.50			$228,895.20	($22,591.30)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Davilla Street
Williamson County Project No. 22IFB67

Change Order No. 2

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds new items for the installation of a 3'X3' grate inlet, apron, and additional rip rap flume to the inlet for better drainage at the corner of Davilla and N. Walton. The final item added to this Change Order is for repairing unsuitable material encountered under the proposed roadway where the old wooden water line was located.

Following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	UNIT	QTY
432-6009	4" CONCRETE RIP RAP CHANNEL	CY	.80
465-999	3X3 GRATE ILET WITH APRON	EA	1
999-WC04	REPAIR OF UNSUITABLE MATERIAL	CY	32

This Change Order results in a net decrease of $22,591.30 to the Contract amount, for an adjusted Contract total of $641,872.70. The original Contract amount was $664,464.00. As a result of this and all Change Orders to-date, the Contract has been decreased by $22,591.30, resulting in an 3.40% net decrease in the Contract cost.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

BID FORM
WILLIAMSON COUNTY, TEXAS

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

6/16/2022

JOB# 22031 DAVILLA STREET CULVERT REPLACEMENT

CP 001

ITEM	DESC CODE	DESCRIPTION	UNIT	PLAN QTY	REV QTY	DELTA	UNIT PRICE	EXTENSION
	432-6009	4" CONCRETE RIPRAP CHANNEL	CY	0	0.8	0.8	$2,000.00	$ 1,600.00
	465-999	3x3 GRATE INLET WITH APRON	EA	0	1	1	$3,800.00	$ 3,800.00
	999-WC04	REPAIR OF UNSUITABLE SUBGRADE	CY	0	32	32	$86.00	$ 2,752.00
								$ 8,152.00

Prices are comparable to TxDOT and reasonable for the quantity of the item.

[1]Refer to the Technical Specifications section for a description of the specific reference number.

Commissioners Court - Regular Session **49.**

Meeting Date: 09/20/2022

22IFB57 CR 401 Reconstruction Change Order #2 (Contract Time)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 2 in the amount of $414,400.00 for Project 22IFB57 CR 401 Reconstruction (James Construction) P: 390c Funding Source: Road Bond.

Background

This Change Order introduces an incentive-based compensation plan to reduce the project Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery commitment of July 31, 2023 specified in the project development agreement. The Project Construction Manual (PCM) will be updated to reflect all required Contract document changes. An incentive Special Provision (000-WC05) and a revised definition of Substantial Completion will also be added to the contract documents via this Change Order.

This Change Order also modifies the Contract to add the State of Texas Child Support Business Ownership Form to the Contract Manual.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
000-WC05	Contract Time Acceleration Incentive	1.00	DOL

This Change Order results in an increase of $414,400.00 to the Contract amount, for an adjusted Contract total of $13,100,916.46. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $427,715.52 has been added to the Contract, resulting in a 3.37% net increase to the overall Contract cost. As a result of this Change Order, seventy (70) days will be subtracted from the Contract Time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB57 - CR 401 Reconstruction CO#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:04 AM
Form Started By: Julissa Vasquez		Started On: 09/14/2022 10:56 AM
Final Approval Date: 09/15/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **James Construction Group, LLC**

2. Change Order Work Limits: Sta. **139+10.75** to Sta. **205+27.24**

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

4. Reasons: **4B** (3 Max. - In order of importance - Primary first)

Project:	***22IFB57***
Roadway:	**CR 401 Reconstruction**
CSJ Number:	

5. Describe the work being revised:

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **See attached.**

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

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

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

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

THE CONTRACTOR Date 9/9/2022

By

Typed/Printed Name Joey Williams

Typed/Printed Title Area Manager

The following information must be provided

Time Ext. #: **1** Days added on this CO: **-70**

Amount added by this change order: **$414,400.00**

RECOMMENDED FOR EXECUTION:

9/14/2022
Project Manager Date

N/A
Design Engineer Date

9/14/2022
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***2*** ***Project #*** ***22IFB57***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
000-WC05	Contract Time Acceleration Incentive	DOL	$1.00	0.00	$0.00	414,400.00	414,400.00	$414,400.00	$414,400.00
TOTALS					$0.00			$414,400.00	$414,400.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 401 Reconstruction
Williamson County Project No. 22IFB57

Change Order No. 2
Reason for Change

This Change Order introduces an incentive-based compensation plan to reduce the project Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023. The Project Construction Manual (PCM) will be updated to reflect all required Contract document changes. An incentive Special Provision (000-WC05) and a revised definition of Substantial Completion will also be added to the contract documents via this Change Order.

This Change Order also modifies the Contract to add the State of Texas Child Support Business Ownership Form to the Contract Manual.

The following new item will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
000-WC05	Contract Time Acceleration Incentive	1.00	DOL

This Change Order results in an increase of $414,400.00 to the Contract amount, for an adjusted Contract total of $13,100,916.46. The original Contract amount was $12,673,200.94. As a result of this and all Change Orders to-date, $427,715.52 has been added to the Contract, resulting in a 3.37% net increase to the overall Contract cost. As a result of this Change Order, seventy (70) days will be subtracted from the Contract Time.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Special Provision to Item 000
Contract Acceleration Incentive

The Dollar Amount for the Contract Time Acceleration Incentive will be defined by Table 1 below. Incentive dollars are only available for a Substantial Completion Date on or before 7/31/2023 and are capped at 70 calendar days or $414,400.00, per the schedule of Incentive Dollars defined in Table 1. If Substantial Completion is not reached by 7/31/2023, then Liquidated Damages will be assessed per the Schedule of Liquidated Damages defined in Special Provision 000-WC04.

Table 1

Contract Time	Calendar Days	Daily Value	Incentive Dollars	Days Early	Substantial Completion Date
505	0	$ -	$ -	0	N/A
485	20	$ 2,590.00	$ 51,800.00	1-20	N/A
465	40	$ 5,180.00	$103,600.00	21-40	N/A
455	50	$ 7,770.00	$ 77,700.00	41-50	7/31/2023
445	60	$ 7,770.00	$ 77,700.00	51-60	7/21/2023
435	70	$10,360.00	$ 103,600.00	61-70	7/11/2023
435	70		$414,400.00		
	Total		Total		

The following is added to General Conditions 1.18:

The Engineer may also make an exception as to installation of the railroad crossing improvements, if the U.P.R.R. permitting is not obtained by 12/1/2022 and the work within the railroad ROW is not complete, provided that the temporary shoo-fly detour with work zone pavement markings remains in place.

State of Texas Child Support Business Ownership Form

County: Williamson

Project Name: CR 401 Reconstruction

TxDOT CSJ: 0204-03-044

LG Project Number: 22IFB57

Business Entity Submitting Bid: James Construction Group, LLC

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number

2. Please check the box below if no individual owns 25% or more of the business.

(✓) No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information collected on this form will be maintained by Williamson County. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

05/17/2022

Date

Brian Beetle - President

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

Commissioners Court - Regular Session **50.**

Meeting Date: 09/20/2022

RM 620 Ext HDR PSA Amendment #1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the RM 620/SH 45 Intersection to McNeil Road contract between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond Program.
Project: P338 Fund Source: Road Bonds

Background

HDR contract amendment No. 1 amends the Exhibit D - Rate Schedule to add sub-consultant UT CTR rate categories. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM620Ext-HDR-PSAAmendment1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 11:31 AM
Form Started By: Marie Walters		Started On: 09/14/2022 05:17 PM
Final Approval Date: 09/15/2022		

CONTRACT AMENDMENT NO. _1___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
RM 620/SH 45 Intersection to McNeil Rd [P338]
("Project")

THIS CONTRACT AMENDMENT NO. 1 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 HDR Engineering, 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 March 18, 2021 (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 $ 950,000.00 ; 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 Rate Schedule in the original Exhibit D of the Contract are hereby amended to include the rate schedule for UT CTR 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

Justin A. Word
Printed Name

Vice President
Title

09/06/2022
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

9/12/2022

EXHIBIT D

RATE SCHEDULE

PROJECT: RM 620/SH 45 INTERSECTION TO McNEIL RD [P338]

HDR Engineering, Inc			
Project Manager	$	255.00	per hour
Senior Advisor	$	290.00	per hour
Sr. QC Reviewer	$	285.00	per hour
Project Engineer	$	170.00	per hour
Design Engineer	$	155.00	per hour
Engineer-in-Training	$	135.00	per hour
Senior GIS Technician	$	150.00	per hour
Sr Engineer Technician	$	116.00	per hour
CADD Operator	$	100.00	per hour
Sr Structural Engineer	$	272.00	per hour
Structural Engineer	$	178.00	per hour
Sr Drainage Engineer	$	180.00	per hour
Sr Traffic Engineer	$	210.00	per hour
Traffic Engineer	$	145.00	per hour
Sr Environmental Project Manager	$	287.00	per hour
Sr Environmental Planner	$	180.00	per hour
Sr Environmental Scientist	$	145.00	per hour
Environmental Scientist	$	82.00	per hour
Sr. Biologist - Endangered Bird Specialist	$	160.00	per hour
Archeologist - Principal Investigator	$	108.00	per hour
Archeologist	$	83.00	per hour
Sr. Historian	$	143.00	per hour
Admin/Clerical	$	75.00	per hour
Round Rock Geophysics, LLC			
Sr Geologist/Sr Engineer	$	201.00	per hour
Principal/PhD (25+)	$	185.00	per hour
Geologist (15-20 yrs)	$	182.00	per hour
Geologist/Principal (25+)	$	185.00	per hour
Geologist (25+)	$	170.00	per hour
Field Geologist (0-5 yrs)	$	49.00	per hour
Field Geologist (10-15 yrs)	$	62.00	per hour
Scientist Technician (1-5 yrs)	$	44.00	per hour

Approved 3/18/2021

PROJECT: RM 620/SH 45 INTERSECTION TO McNEIL RD [P338]

LJA Engineering			
Project Principal	$	275.00	per hour
Project Manager	$	245.00	per hour
Quality Manager	$	230.00	per hour
Senior Engineer	$	215.00	per hour
Project Engineer	$	170.00	per hour
Design Engineer	$	155.00	per hour
Engineer-in-Training	$	135.00	per hour
Senior Structural Engineer	$	220.00	per hour
Strucutral Engineer	$	195.00	per hour
Senior Engineering Technician	$	140.00	per hour
Senior CADD Operator	$	125.00	per hour
CADD Operator	$	100.00	per hour
Utility Engineer	$	150.00	per hour
GIS Analyst/Cartography	$	130.00	per hour
GIS Technician	$	115.00	per hour
Admin	$	80.00	per hour

Cambrian			
Project Manager	$	201.00	per hour
Senior Karst Geoscientist	$	201.00	per hour
Karst Geoscientist	$	114.00	per hour
Karst Technician	$	70.00	per hour
Salamander Biologist	$	88.00	per hour

HVJ South Central Texas - M&J, Inc			
Principal	$	271.00	per hour
Geotechnical Engineering Manager	$	232.00	per hour
Project Engineer	$	133.00	per hour
Staff Engineer	$	102.00	per hour
Engineering Technician	$	71.00	per hour

HVJ Associates, Inc			
Senior Engineer	$	232.00	per hour
Project Manager	$	193.00	per hour
Project Engineer	$	133.00	per hour
Staff Engineer	$	102.00	per hour
Engineering Technician	$	71.00	per hour
Clerical	$	61.00	per hour

Approved 3/18/2021

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6
Austin, Texas 78731
Office 512/451-8591 Fax 512/451-8791
Email mcgray@mcgray.com

SURVEYOR RATE SCHEDULE

Field crew rates include all equipment and overhead necessary to perform any survey related task. Office rates include all equipment and overhead necessary to do drafting, office computations, and other related office tasks. Fees and charges include complete insurance coverage, taxes, and benefits.

SERVICE	RATE
Conventional Field Crew Services:	
1 man reconnaissance or data gathering	$ 120.00 per hour
2 man survey crew, with vehicle and data collection	$ 165.00 per hour
3 man survey crew, with vehicle and data collection	$ 200.00 per hour
GPS/RTK Field Crew Services:	
GPS/RTK 1 man survey crew, with vehicle and data collection	$ 170.00 per hour
GPS/RTK 2 man survey crew, with vehicle and data collection	$ 215.00 per hour
GPS/RTK 3 man survey crew, with vehicle and data collection	$ 250.00 per hour
Additional Crew/Rodman	$ 45.00 per hour
Flagger	$ 45.00 per hour

There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).

Office/Professional/Technical Services:	
Researcher	$ 80.00 per hour
Secretarial/Administrative	$ 70.00 per hour
AutoCAD / Survey Technician	$ 90.00 per hour
Senior Technician	$ 96.00 per hour
LIDAR Technician	$ 98.00 per hour
GPS Processing	$ 108.00 per hour
Field Coordinator	$ 98.00 per hour
Project Manager	$ 165.00 per hour
RPLS	$ 145.00 per hour
Principal	$ 190.00 per hour
RPLS - Consulting, Court Testimony, Despositions, etc.	$ 200.00 per hour

Approved 3/18/2021

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Drive, Suite 6
Austin, Texas 78731
Office 512/451-8591 Fax 512/451-8791
Email mcgray@mcgray.com

SURVEYOR RATE SCHEDULE

Specialized Equipment:

ATV (All Terrain Vehicle)	$ 65.00 per day
Additional Survey Vehicle	$ 70.00 per day
LiDAR Terrestrial Scanner	$ 100.00 per hour
UAV (Drone) Aerial Mapper	$ 5,000.00 per day
Mobile Mapper	$ 9,000.00 per day

Unusual equipment or additional service providers will be charged at cost.

Direct Expenses:

Hotel and Meals will be billed per Exhibit E of the master contract.

Judith J. McGray	RPLS, #2093	Joe D. Webber, Jr.	RPLS, #4552
Chris I. Conrad	RPLS, #5623	Kevin Simpson-Schroeder	RPLS, #5306
		Troy Thomas	RPLS, #6130

Approved 3/18/2021

New

UT CTR

Title	Rates
Sr. Project Manager	$210.00
Sr. Traffic Engineer	$180.00
Project Engineer	$125.00
Graduate Research Assistant	$60.00
Undergraduate Research Assistant	$25.00
Clerical	$65.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Commissioners Court - Regular Session **51.**

Meeting Date: 09/20/2022

Consent to Assignment

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 consent to assignment with Titan Gateway35, LLC and Property Reserve Inc. regarding the addition of a new assignee to a Tax Abatement Agreement that was approved by Commissioners Court on 2/22/22.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Agreement

Consent

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/08/2022 12:07 PM
Charlie Crossfield (Originator)	Charlie Crossfield	09/14/2022 01:41 PM
Form Started By: Charlie Crossfield		Started On: 09/08/2022 11:30 AM
Final Approval Date: 09/14/2022		

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 (6th) 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 (6th) 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 (6th) 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 23 day of February, 2021. 22

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr,. County Judge

Agreed as to Form:

By: _____
County Attorney

EXECUTED in duplicate originals the 23 day of February, 2022.

CELLINK CORPORATION

By: _____
Kevin Coakley, CEO
CelLink Corporation

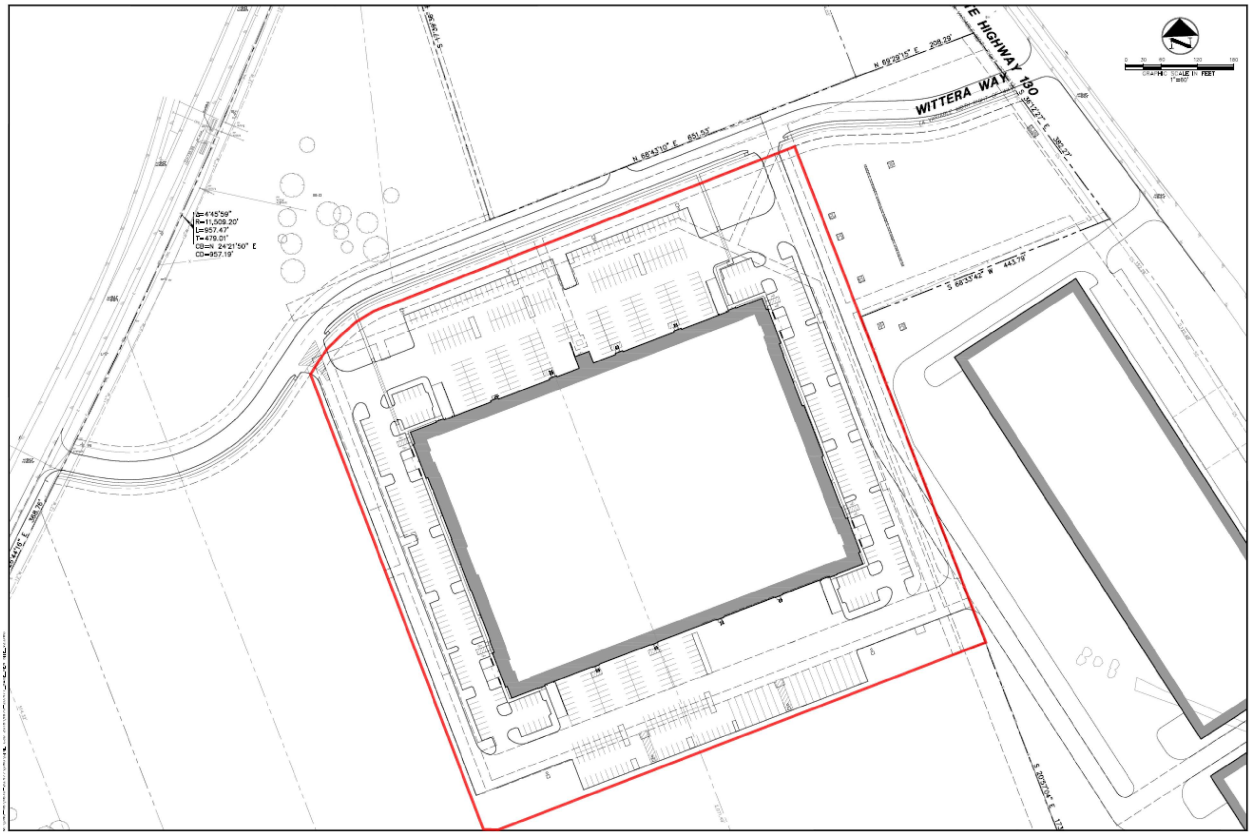
EXECUTED in duplicate originals the 31 day of March, 2022.

TITAN GATEWAY35, LLC

By: Titan Lone Star, LLC
Its Manager

By: _____
Ben F. Spencer, Manager

EXHIBIT "A"



STATE OF TEXAS §
§ **CONSENT TO ASSIGNMENT**
COUNTY OF WILLIAMSON §

This Consent to Assignment (the "Agreement") is entered into by and among Titan Gateway35, LLC, a Texas limited liability company ("Assignor"), Williamson County, Texas (the "County"), and Property Reserve, Inc., a Utah nonprofit corporation ("Assignee") (each a "Party" or collectively the "Parties"), acting by and through their authorized representatives. Capitalized terms used in this Agreement that are not otherwise defined in this Agreement shall have the meaning given to them in the Tax Abatement Agreement (defined below).

W I T N E S S E T H:

WHEREAS, the County and the Assignor entered into that certain *Tax Abatement Agreement* dated March 31, 2022 (the "Tax Abatement Agreement") relating to a building containing approximately 300,000 square feet of industrial space identified as "Building 1" in the City of Georgetown, Williamson County, Texas (the "Property"); and

WHEREAS, the Assignor desires to assign the benefits and obligations of the Owner under the Tax Abatement Agreement to the Assignee; and

WHEREAS, the Assignee desires to assume the benefits and obligations of the Owner under the Tax Abatement Agreement from the Assignor; and

WHEREAS, the County desires and by this Agreement does hereby consent to the assignment of the Tax Abatement Agreement by the Assignor to the Assignee;

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

Article I
Consent to Assignment

1.1 The Assignor does hereby assign all of its rights, responsibilities and obligations as the Owner under the Tax Abatement Agreement to the Assignee, and Assignee does hereby expressly assume all the rights, duties, responsibilities and obligations of Assignee under the Tax Abatement Agreement, effective as of the date of closing of the sale and transfer of the Property (the "Effective Date") which shall occur on or before October 31, 2022, but only to the extent such responsibilities, obligations and duties first arise and relate to periods after the Effective Date of this Assignment; provided Assignor shall remain responsible for, and Assignee is not assuming any obligations or duties of Assignor under the Tax Abatement Agreement which relate to an event, matter or circumstance that occurred prior to the Effective Date, even though such obligations or duties do not accrue until after the Effective Date of this Assignment.

1.2 The County does hereby consent to the assignment of the Tax Abatement Agreement by the Assignor to the Assignee. From and after the Effective Date of this Agreement the County agrees to look solely to the Assignee for the performance and satisfaction of the obligations of the Owner under the Tax Abatement Agreement. Assignor and the County represent that as of the Effective Date of this Agreement there are no uncured defaults under the Tax Abatement Agreement, and that such agreement is in full force and effect.

1.3 This Consent to Assignment is subject to and conditioned on the sale and transfer of the Property by Assignor to the Assignee on or before the Effective Date.

Article II
Miscellaneous

2.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered:

If intended for Assignor, to:

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

With a copy to:

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

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 Assignee, to:

Attn: Ashley Powell
Property Reserve, Inc.
51 South Main Street, Suite 301
Salt Lake City, Utah 84111

With a copy to:

Kirton McConkie
50 East South Temple, 4th Floor
Salt Lake City, Utah 84111
Attention: Robert C. Hyde

2.2 Governing Law. This Agreement shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Agreement shall be the State District Court of Williamson County, Texas. This Agreement is performable in Williamson County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

2.3 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.

2.4 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.

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

2.6 Survival of Covenants**.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Pages to Follow]

EXECUTED in duplicate originals the 8th day of September, 2022.

ASSIGNOR:

TITAN GATEWAY35, LLC

By: Titan Lone Star LLC
Its Manager

By: _____
Ben F. Spencer, Manager

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Agreed as to Form:

By:_____
County Attorney

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

ASSIGNEE:

PROPERTY RESERVE INC.

By:_____
Name:_____
Title:_____

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

ASSIGNOR:

TITAN GATEWAY35, LLC

By: Titan Lone Star LLC
Its Manager

By: _____
Ben F. Spencer, Manager

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

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Agreed as to Form:

By:_____
County Attorney

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

ASSIGNEE:

PROPERTY RESERVE INC.

By: Ashley Powell
Name: Ashley Powell
Title: President

Commissioners Court - Regular Session **52.**

Meeting Date: 09/20/2022

SE Loop Segment 2 Possession & Use Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute a Possession and Use Agreement for Transportation Purposes with Bigsky Capital, LTD, Clarendor Capital, LTD and Sparrow Fields Properties, LTD. for 26.005 acres needed as right of way on the SE Loop Segment 2 project (Parcel 47). Funding Source: TANS 588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:06 AM
Form Started By: Charlie Crossfield		Started On: 09/14/2022 01:26 PM
Final Approval Date: 09/15/2022		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 47
COUNTY OF WILLIAMSON	§	Project: SE Loop Segment 2

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County"), and **BIGSKY CAPITAL, LTD., CLARENDOR CAPITAL, LTD and SPARROW FIELDS PROPERTIES, LTD.** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the SE Loop Segment 2 roadway and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **THREE MILLION SIXTY-FIVE THOUSAND ONE HUDRED FORTY-FOUR and 00/100 Dollars ($3,065,144.00).** The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use

of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be the date on which payment pursuant to Paragraph 2 above was tendered to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GF- T-159160, issued April 25, 2022 by Texas Title Insurance Company/Texas National Title (and any subsequent updates prior to the Effective Date), 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 December 15, 2022. Should the Special Commissioners' Award be greater than the amount paid in paragraph two (2) above, Grantee shall tender the difference to the registry of the court within (45) days following the filing of the award.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: None

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: Gola Bros. Farms LLC

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, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTORS:

BIGSKY CAPITAL, LTD

By: BigSky Capital GP, LLC
Its: General Partner

By: Clayton H. Walther
Name: Clayton H. Walther
Its: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 9 day of September, 2022 by Clayton H. Walther, in the capacity and for the purposes and consideration recited herein.

ELLEN E. SCHNEIDER
Notary Public, State of Texas
Comm. Expires 05-26-2024
Notary ID 132493283

Ellen E. Schneider
Notary Public, State of Texas
Printed Name: Ellen E. Schneider
My Commission Expires: 5/26/2024

SPARROW FIELDS PROPERTIES, LTD

By: Sparrow Fields Properties GP, LLC
Its: General Partner

By: Debra A. Foster

Name: Debra A. Foster

Its: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 9 day of September, 2022 by Debra A. Foster, in the capacity and for the purposes and consideration recited herein.

ELLEN E. SCHNEIDER
Notary Public, State of Texas
Comm. Expires 05-26-2024
Notary ID 132493283

Ellen E. Schneider
Notary Public, State of Texas
Printed Name: Ellen E. Schneider
My Commission Expires: 5/26/2024

CLARENDOR CAPITAL, LTD

By: Clarendor Capital GP, LLC
Its: General Partner

By: Sharon Y. Morris
Name: Sharon Y. Morris
Its: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 9 day of September, 2022 by Sharon Y. Morris, in the capacity and for the purposes and consideration recited herein.

ELLEN E. SCHNEIDER
Notary Public, State of Texas
Comm. Expires 05-26-2024
Notary ID 132493283

Ellen E. Schneider
Notary Public, State of Texas
Printed Name: Ellen E. Schneider
My Commission Expires: 5/26/2024

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.: 47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

PROPERTY DESCRIPTION FOR PARCEL 47

DESCRIPTION OF A 26.005 ACRE (1,132,778 SQ. FT.) PARCEL OF LAND LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, AND THE JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 107.22 ACRE TRACT OF LAND, DESCRIBED AS TRACT 5 IN THE FOLLOWING DEEDS TO BIGSKY CAPITAL, LTD., RECORDED DECEMBER 17, 2021 IN DOCUMENT NO. 2021191281 (2.863333%) OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND IN DOCUMENT NO. 202119282 (30.470%), O.P.R.W.C.TX., AND TO SPARROW FIELDS PROPERTIES, LTD. IN DOCUMENT NO. 2021191283 (2.863333%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191284 (30.470%), O.P.R.W.C.TX., AND TO CLARENDOR CAPITAL, LTD. IN DOCUMENT NO. 2021191285 (2.863334%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191286 (30.470%), O.P.R.W.C.TX.; SAID 26.005 ACRE (1,132,778 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75 on the west line of a called 63.6 acre tract of land, described in a deed to Mark S. Kreuger, recorded in Volume 2551, Page 599, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southeast corner of a called 389.542 acre tract of land, described in a deed to WMV Hutto 390 DE, LLC, recorded in Document No. 2022029057, O.P.R.W.C.TX., same being the most easterly northeast corner of said 107.22 acre tract;

THENCE N 83°05'04" W, with the common line of said 389.542 acre tract and said 107.22 acre tract, a distance of 816.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (replacing a 1/2-inch iron rod found) (Surface Coordinates: N=10,163,225.88, E=3,186,160.31) set 288.37 feet right of Southeast Loop E.C.S. 334+83.79 on the proposed south right-of-way line of Southeast Loop, for the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 389.542 acre tract and said 107.22 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following seven (7) courses and distances numbered 1-7:

1) S 07°58'06" W, a distance of 43.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 329.12 feet right of Southeast Loop E.C.S. 334+67.74, for the southeast corner of the parcel described herein,

2) S 79°14'40" W, passing at a distance of 603.26 feet a calculated point 299.95 feet right of Southeast Loop E.C.S. 328+65.19, for the beginning of a Control of Access (C.O.A.), passing at a distance of 1,054.93 feet a calculated point 278.12 feet right of Southeast Loop E.C.S. 324+14.05, for the end of a C.O.A., and continuing for a total distance of 1,100.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.90 feet right of Southeast Loop E.C.S. 323+68.15,

3) N 48°04'31" W, a distance of 122.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.19 feet right of Southeast Loop E.C.S. 322+98.81, said point being the beginning of a curve to the left,

4) With said curve to the left, an arc length of 59.79 feet, through a delta of 00°21'55", having a radius of 9,380.00 feet, and a chord which bears S 76°39'22" W, a distance of 59.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 322+39.01,

5) S 76°28'25" W, passing at a distance of 628.74 feet a calculated point 175.00 feet right of Southeast Loop E.C.S. 316+10.27, for the beginning of a C.O.A., and continuing for a total distance of 1,542.37 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 306+96.64, said point being the beginning of a curve to the left,

6) With said curve to the left, an arc length of 38.45 feet, through a delta of 00°14'05", having a radius of 9,380.00 feet, and a chord which bears S 76°21'22" W, a distance of 38.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.08 feet right of Southeast Loop E.C.S. 306+58.20, for the end of a C.O.A, and

7) S 41°41'34" W, a distance of 171.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 273.13 feet right of Southeast Loop E.C.S. 305+17.03 on the existing east right-of-way line of County Road (C.R.) 134, a variable width right-of-way, no record information found, for the southwest corner of the parcel described herein;

8) **THENCE** N 07°46'20" E, departing the proposed south right-of-way line of Southeast Loop, with the existing east right-of-way line of said C.R. 134, a distance of 480.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 306+91.73 on the proposed north right-of-way line of Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

THENCE departing the existing east right-of-way line of said C.R. 134, with the proposed north right-of-way line of Southeast Loop, over and across said 107.22 acre tract, the following nine (9) courses and distances numbered 9–17:

9) With said curve to the left, an arc length of 4.91 feet, through a delta of 00°01'48", having a radius of 9,380.00 feet, and a chord which bears N 76°29'19" E, a distance of 4.91 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 306+96.64,

10) N 76°28'25" E, passing at a distance of 1,299.75 feet a calculated point 175.00 feet left of Southeast Loop E.C.S. 319+96.40, for the beginning of a C.O.A., and continuing for a total distance of 1,361.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 320+57.69,

11) N 48°04'31" W, a distance of 121.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.00 feet left of Southeast Loop E.C.S. 319+88.83,

12) N 76°28'25" E, a distance of 510.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.00 feet left of Southeast Loop E.C.S. 324+98.83,

13) S 48°04'31" E, a distance of 55.19 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.54 feet left of Southeast Loop E.C.S. 325+30.13, said point being the beginning of a curve to the left,

14) With said curve to the left, passing at an arc distance of 241.40 feet a calculated point 240.20 feet left of Southeast Loop E.C.S. 327+71.29, for the end of a C.O.A., and continuing for a total arc length of 358.21 feet, through a delta of 02°11'59", having a radius of 9,330.00 feet, and a chord which bears N 73°35'08" E, a distance of 358.19 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 247.59 feet left of Southeast Loop E.C.S. 328+87.87,

15) S 48°04'31" E, a distance of 58.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 199.81 feet left of Southeast Loop E.C.S. 329+20.77, said point being the beginning of a curve to the left,

16) With said curve to the left, an arc length of 34.93 feet, through a delta of 00°12'48", having a radius of 9,380.00 feet, and a chord which bears N 72°11'56" E, a distance of 34.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 202.41 feet left of Southeast Loop E.C.S. 329+55.60, said point being the beginning of a curve to the right, and

17) With said curve to the right, an arc length of 356.92 feet, through a delta of 02°09'59", having a radius of 9,440.00 feet, and a chord which bears N 73°10'31" E, a distance of 356.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 222.95 feet left of Southeast Loop E.C.S. 333+11.91 on the common line of said 389.542 acre tract and said 107.22 acre tract, for the northeast corner of the parcel described herein;

THENCE departing the proposed north right-of-way line of Southeast Loop, with the common line of said 389.542 acre tract and said 107.22 acre tract, the following two (2) courses and distances numbered 18-19:

18) S 07°50'20" W, a distance of 416.78 feet to a 1/2-inch iron rod with a plastic cap stamped "5729" found, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

19) S 82°41'40" E, a distance of 346.36 feet to the **POINT OF BEGINNING**, and containing 26.005 acres (1,132,778 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 NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

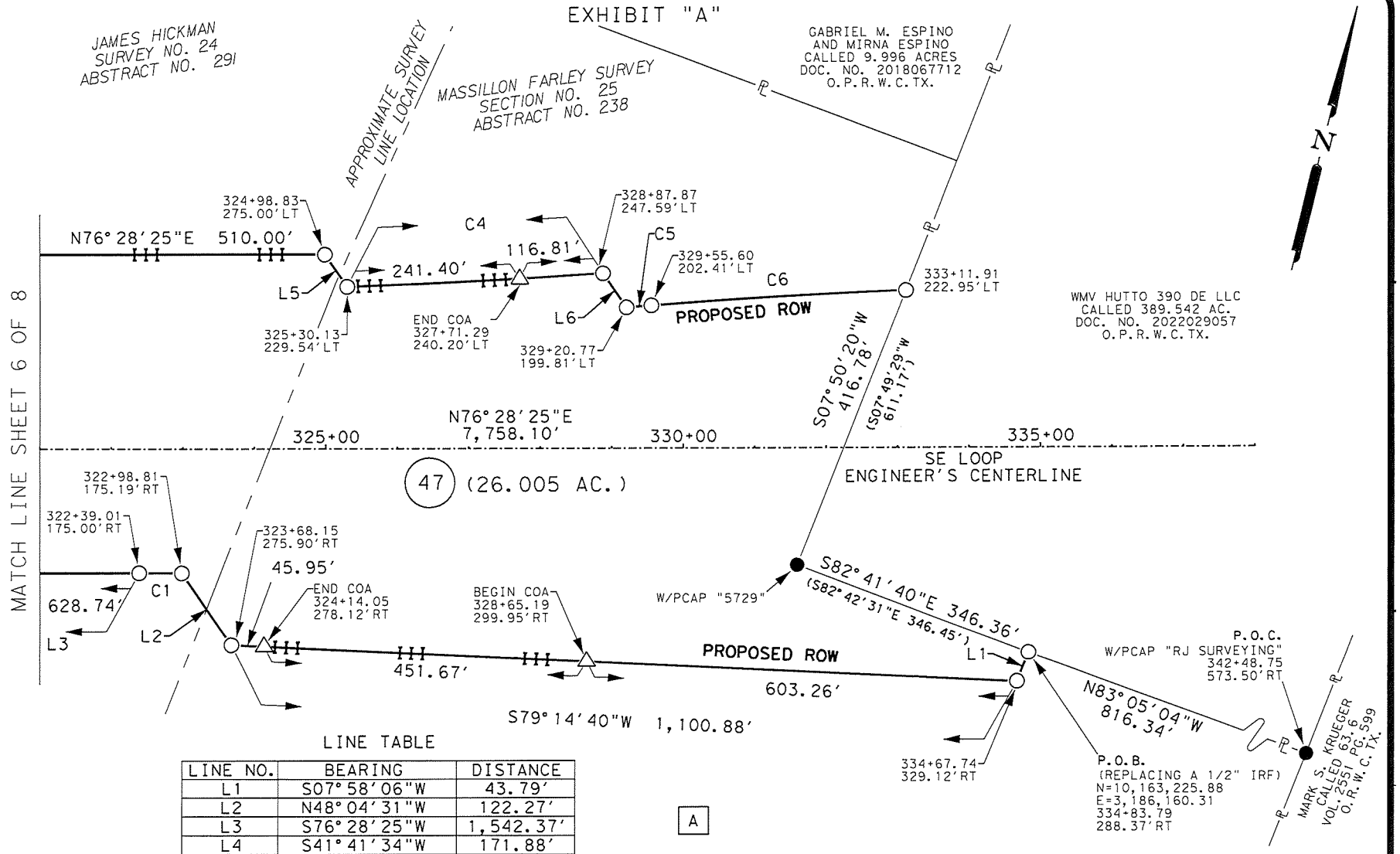
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

Preliminary
06/23/2022 7:55:01 PM

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°58'06"W	43.79'
L2	N48°04'31"W	122.27'
L3	S76°28'25"W	1,542.37'
L4	S41°41'34"W	171.88'
L5	S48°04'31"E	55.19'
L6	S48°04'31"E	58.01'

REF. FIELD NOTE NO. 49170

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47\PLAT\02\P-47-R1_1.dgn

200 0 100 200

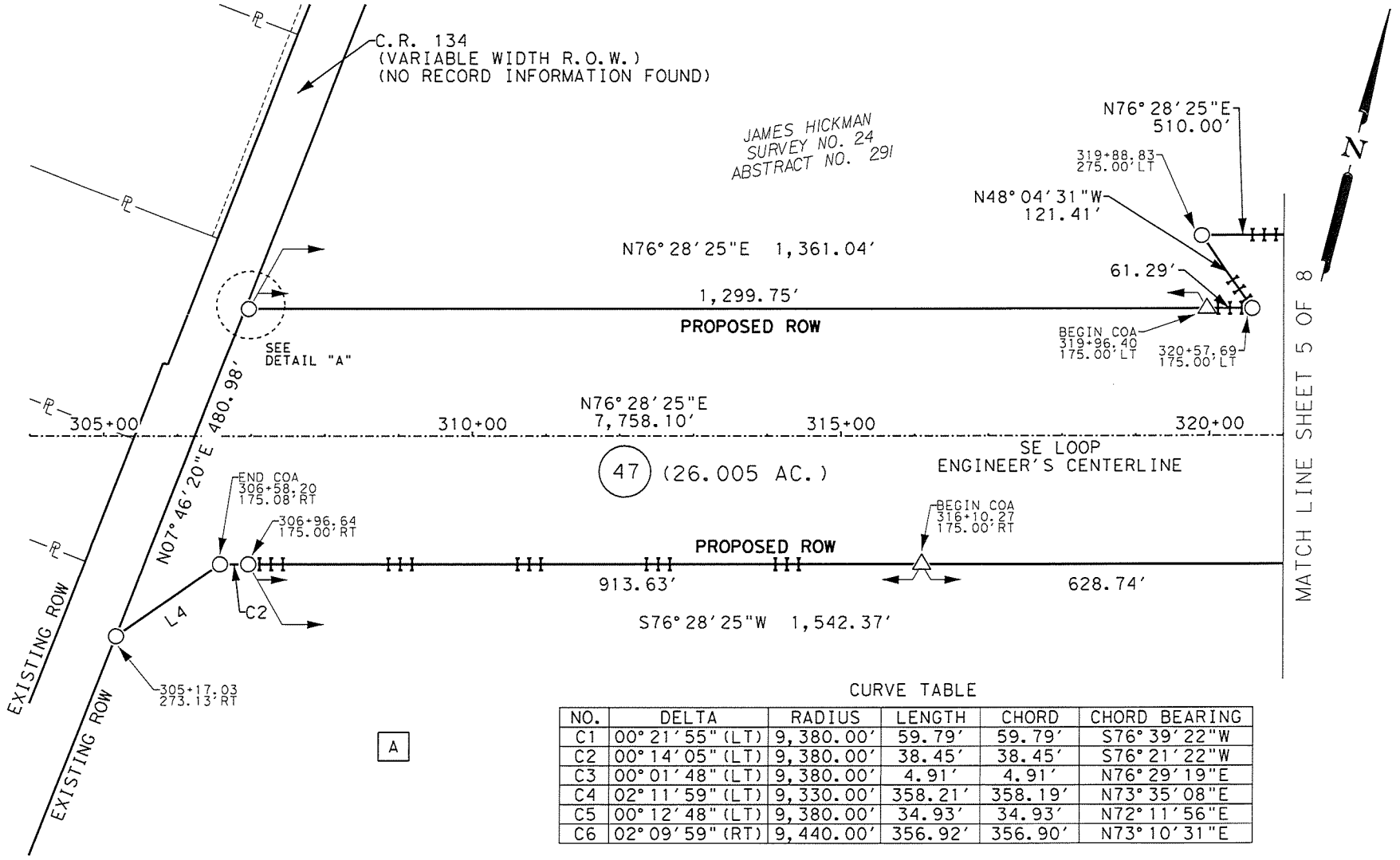
GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

				REMAINING	37.933 AC. LEFT
EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	43.099 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD.,
& CLARENDOR CAPITAL, LTD.
TAX ID: R620630
PARCEL 47
26.005 AC. (1,132,778 SQ. FT.)

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'55" (LT)	9,380.00'	59.79'	59.79'	S76°39'22"W
C2	00°14'05" (LT)	9,380.00'	38.45'	38.45'	S76°21'22"W
C3	00°01'48" (LT)	9,380.00'	4.91'	4.91'	N76°29'19"E
C4	02°11'59" (LT)	9,330.00'	358.21'	358.19'	N73°35'08"E
C5	00°12'48" (LT)	9,380.00'	34.93'	34.93'	N72°11'56"E
C6	02°09'59" (RT)	9,440.00'	356.92'	356.90'	N73°10'31"E

REF. FIELD NOTE NO. 49170

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47\PLAT\02\P-47-R1_2 .dgn

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

				REMAINING	37.933 AC. LEFT
EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	43.099 AC. RIGHT

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(512) 447-0575
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Texas Firm Registration No. 10064300

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& CLARENDON CAPITAL, LTD.
TAX ID: R620630
PARCEL 47
26.005 AC. (1,132,778 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE
INSURANCE GF NO. T-159160, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 286, PAGE 350, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 311, PAGE 418, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 389, PAGE 335, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

4. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 390, PAGE 32, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

6. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 14, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN MEMORANDUM OF AGREEMENT (TENANTS IN COMMON AGREEMENT), RECORDED IN DOCUMENT NO. 2021189750, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

8. 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.

9. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

10. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

11. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

12. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

13. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

14. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

A

BIGSKY CAPITAL, LTD. (2.863333%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191281
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

BIGSKY CAPITAL, LTD. (30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191282
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.
(2.863333%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191283
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.
(30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191284
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.
(2.863334%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191285
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.
(30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191286
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

REF. FIELD NOTE NO. 49170

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47\PLAT\02\P-47-R1_2 .dgn

				REMAINING	37.933 AC. LEFT
EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	43.099 AC. RIGHT

SAM™
4801 Southwest Parkway
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RIGHT-OF-WAY SKETCH
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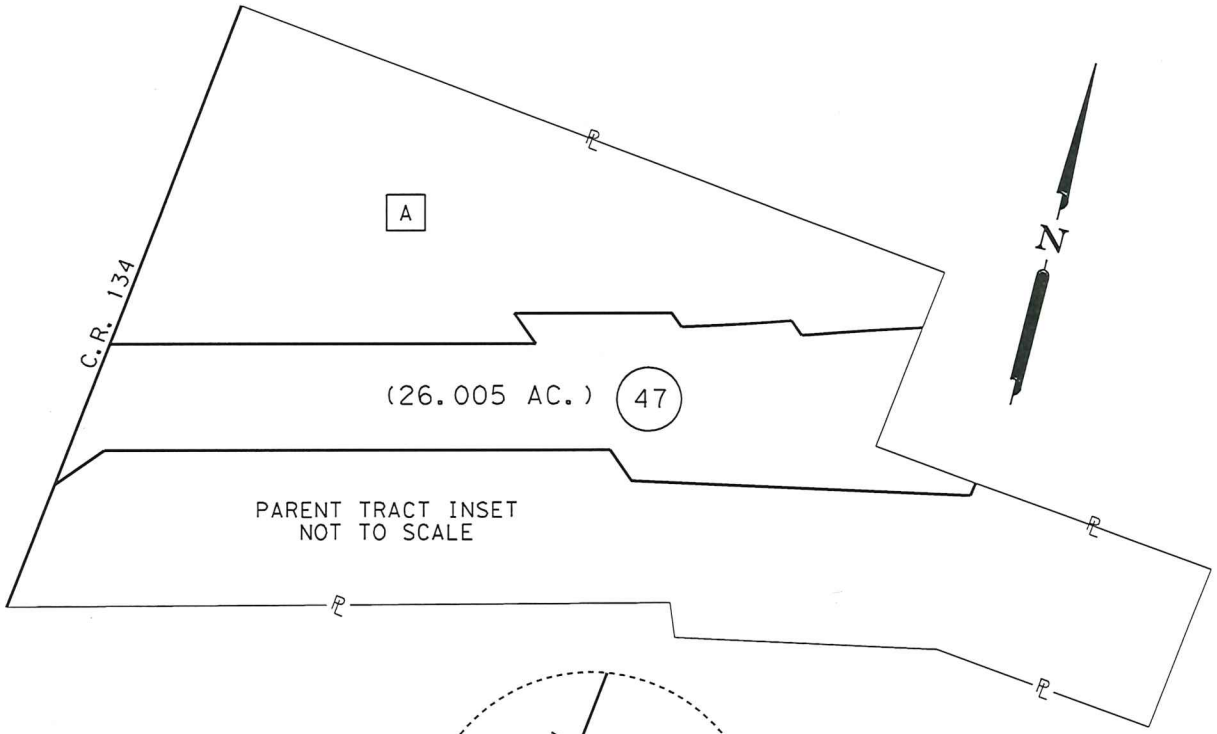
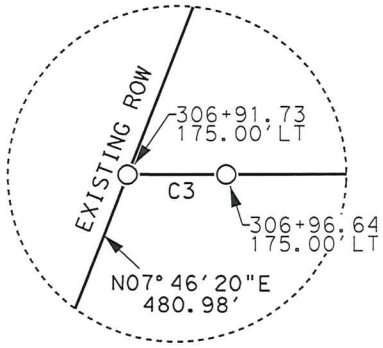
& CLARENDOR CAPITAL, LTD.
TAX ID: R620630
PARCEL 47
26.005 AC. (1,132,778 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)





DETAIL "A"
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159160, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary
06/23/2022 7:55:09 PM

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 49170

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47\PLAT\02\P-47-R1_2 .dgn

				REMAINING	37.933 AC. LEFT
EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	43.099 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD.,
& CLARENDOR CAPITAL, LTD.
TAX ID: R620630
PARCEL 47
26.005 AC. (1,132,778 SQ. FT.)

Commissioners Court - Regular Session **53.**

Meeting Date: 09/20/2022

Bud Stockton Possession and Use Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Mary Annette Hawthorne for 5.836 AC needed for right of way and 23,181 SF needed as a temporary construction easement on the Bud Stockton Extension project (Parcel 4). Funding Source: Road Bonds P307

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:07 AM
Form Started By: Charlie Crossfield		Started On: 09/14/2022 01:41 PM
Final Approval Date: 09/15/2022		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 4
COUNTY OF WILLIAMSON	§	Project: Bud Stockton Loop

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County"), and **MARY ANNETTE HAWTHORNE** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Bud Stockton Loop roadway extension and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of THREE HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED NINETY and 00/100 Dollars ($357,190.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

   The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment

for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be August 31, 2022, (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 GT-2100336, issued December 26, 2021 by Texas Title Insurance Company/Longhorn Title (and any subsequent updates prior to the Effective Date), 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 the Effective Date.

6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not

be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.

11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the County will record this document.

14. Other conditions: County agrees to construct a new fence along the new right of way line in accordance with the specifications outlined in red on the plan sheet attached hereto and incorporated herein as Exhibit "B." County also agrees to construct the new fence before removing Grantor's old fence. Furthermore, County agrees to install temporary fencing across the pond to ensure no cattle leave Grantor's remaining property.

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: Scott Templeton

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, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

Mary Annette Hawthorne

By: Annette Hawthorne

Name: MARY ANNETTE HAWTHORNE

Its: LANDOWNER

ACKNOWLEDGMENT

STATE OF TEXAS

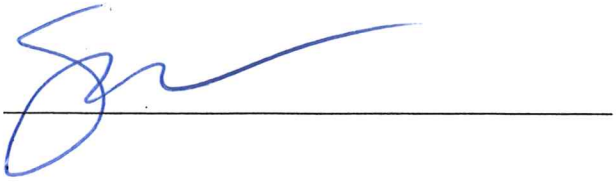
COUNTY OF Williamson

This instrument was acknowledged before me on this the 31st day of August, 2022 by Sylvia Velez, in the capacity and for the purposes and consideration recited herein.

SYLVIA VELEZ
Notary Public, State of Texas
Notary ID# 13069226-8
My Commission Expires
JUNE 8, 2024

Sylvia Velez
Notary Public, State of Texas
Printed Name: Sylvia Velez
My Commission Expires:
June 8, 2024

TENANT (IF APPLICABLE):

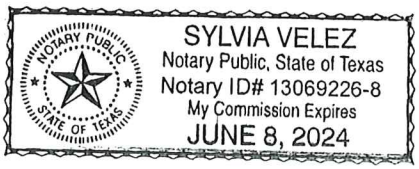


ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 31 day of August, 2022 by Scott Templeton, in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas
Printed Name: Sylvia Velez
My Commission Expires:
June 8, 2024

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

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 5.836 ACRE (254,213 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JAMES ROEBUCK SURVEY, ABSTRACT NO. 527 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 44.04 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO MARY ANNETTE HAWTHORNE BY INSTRUMENT RECORDED IN DOCUMENT NO. 2016037893 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.836 ACRE (254,213 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,277,394.49, E=3,144,414.54 TxSPC Zone 4203), set 97.69 feet right of Bud Stockton Extension baseline station 679+40.85 at the intersection of the proposed easterly Right-of-Way (ROW) line of Bud Stockton Extension (variable width ROW) and the existing southerly ROW line of County Road (C.R.) 305 (variable width ROW), same being the northwesterly corner of that called 0.19 acre tract (Tract Two) of land described in General Warranty Deed to Clifford Dean Tschoerner, Sr. and Nancy Jane Tschoerner, Trustees of The Tschoerner Family Trust by instrument recorded in Document No. 2017054628 of the Official Public Records of Williamson County, Texas, also being the northeasterly corner of said 44.04 acre tract, for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which a 1/2" iron rod found being the northeasterly corner of that called 15 acre tract of land described in Warranty Deed with Vendor's Lien to Danny C. Hammett and J. Bonnie Hammett by instrument recorded in Volume 1905, Page 524 of the Official Records of Williamson County, Texas, same being in said southerly ROW line of C.R. 305, bears N 68°29'11" E, at a distance of 1,126.12 feet;

1) **THENCE**, departing said existing southerly ROW line, with the easterly boundary line of said 44.04 acre tract, same being in part with the westerly boundary line of said 0.19 acre tract, in part with the westerly boundary line of the remainder of that called 1.68 acre tract (Tract Six) of land described in said General Warranty Deed to Clifford Dean and Nancy Jane Tschoerner, in part with the westerly boundary line of that called 8.28 acre tract (Tract Five) of land described in said General Warranty Deed to Clifford Dean and Nancy Jane Tschoerner, and in part the westerly boundary line of that called 13.75 acre tract of land described in Cash Warranty Deed to Lisa Meadows by instrument recorded in Document No. 2008040046 of the Official Public Records of Williamson County, Texas, all of the above being in part with said proposed easterly ROW line of Bud Stockton Extension, **S 20°41'55" E**, at a distance of 810.38 feet, pass an iron rod with plastic cap stamped "RPLS-5784" found, being the southwesterly corner of the remainder of said 1.68 acre tract, same being in the westerly boundary line of said 8.28 acre tract, at a distance of 1,153.38 feet, pass a 5/8" iron rod found, being the southwesterly corner of said 8.28 acre tract, same being the northwesterly corner of said 13.75 acre tract, and from which a 1/2" iron rod found, being the northeasterly corner of said 13.75 acre tract, bears N 68°32'29" E, at a distance of 748.55 feet; at a distance of 1,215.25 feet, pass an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 66.00 feet right of Bud Stockton Extension baseline station 667+15.94, departing said proposed easterly ROW line of Bud Stockton Extension, continuing for a total distance of **1,781.43** feet to a calculated point, being an ell corner in the westerly boundary line of said 13.75 acre tract, same being the southeasterly corner of said 44.04 acre tract, for the southeasterly corner of the herein described parcel;

2) **THENCE**, with the southerly boundary line of said 44.04 acre tract, same being in part the westerly boundary line of said 13.75 acre tract, and in part the northerly boundary line of the remainder of that called 4.1 acre tract of land described in Deed to The Salado Valley Cemetery Association by instrument recorded in Volume 42, Page 356 of the Deed Records of Williamson County, Texas, **S 68°47'07" W**, at a distance of 0.93 feet, pass a 1/2" iron rod found, at a distance of 61.48 feet, pass a fence corner, being the northeasterly corner of said remainder of 4.1 acre tract, same being an ell corner in the westerly boundary line of said 13.75 acre tract, continuing for a total distance of **67.62** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 55.92 feet left of Bud Stockton Extension baseline station 661+54.38 in the proposed westerly ROW line of Bud Stockton Extension, for the southwesterly corner of the herein described parcel;

THENCE, departing said northerly boundary line of the remainder of 4.1 acre tract, with said proposed westerly ROW line of Bud Stockton Extension, through the interior of said 44.04 acre tract, the following four (4) courses:

3) **N 27°22'11" W**, at a distance of 59.09 feet, pass the calculated beginning of a Temporary Construction Easement (T.C.E.), at a distance of 310.45 feet, pass the calculated end of said T.C.E., and continuing for a total distance of **761.45** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 67.00 feet left of Bud Stockton Extension baseline station 669+22.30 at the beginning of a tangent curve to the right;

4) Along said curve to the right, having a delta angle of **06°47'24"**, a radius of **1,533.00** feet, an arc length of **181.67** feet and a chord which bears **N 23°58'29" W**, for a distance of **181.57** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 67.00 feet left of Bud Stockton Extension baseline station 670+96.01;

5) **N 20°34'47" W**, for a distance of **812.23** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 67.00 feet left of Bud Stockton Extension baseline station 679+08.27, for an angle point in the westerly boundary line hereof;

6) **N 65°34'47" W**, for a distance of **41.84** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 96.58 feet left of Bud Stockton Extension baseline station 679+37.85 in said existing southerly ROW line of C.R. 305, same being the northerly boundary line of said 44.04 acre tract, for the northwesterly corner of the herein described parcel;

7) **THENCE**, departing said proposed westerly ROW line of Bud Stockton Extension, with said existing southerly ROW line of C.R. 305, being said northerly boundary line of the 44.04 acre tract, **N 68°32'11" E** for a distance of **194.30** feet to the **POINT OF BEGINNING**, containing 5.836 acres (254,213 square feet) of land, more or less.

Note: This parcel is accompanied by a 23,181 square foot (T.C.E.) lying coincident and parallel 92.22 feet westerly of call 3 of the above description and depicted on the accompanying Parcel Plat.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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 Round Rock, Williamson County, Texas.

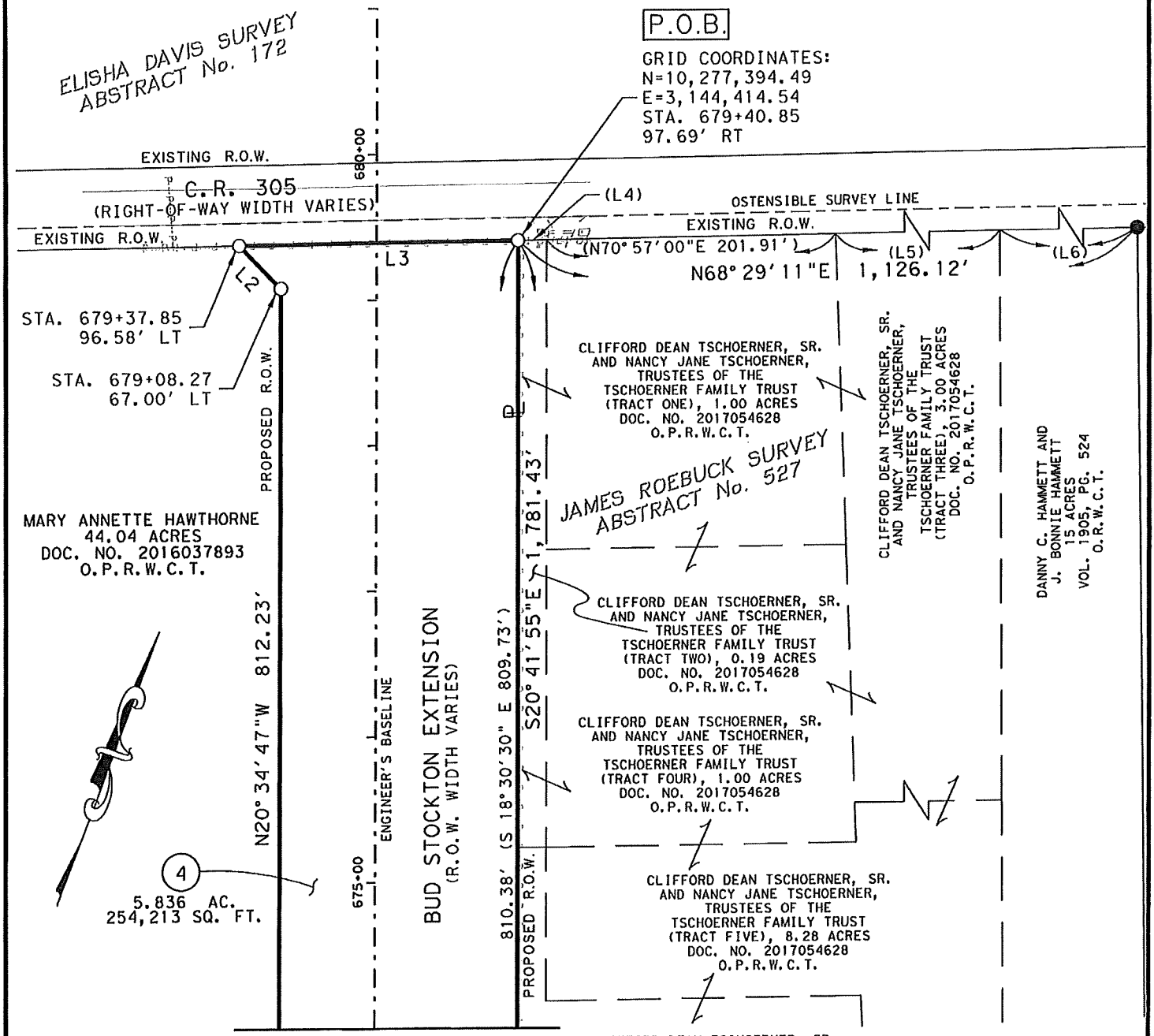
M. Stephen Truesdale 23 MAY 2022

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 4\PARCEL 4-HAWTHORNE.docx



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L2	N65°34'47"W	41.84'
L3	N68°32'11"E	194.30'
(L4)	N70°57'00"E	20.00'
(L5)	N70°57'00"E	341.53'
(L6)	N70°37'00"E	562.92'

05/11/22

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

MARY ANNETTE HAWTHORNE

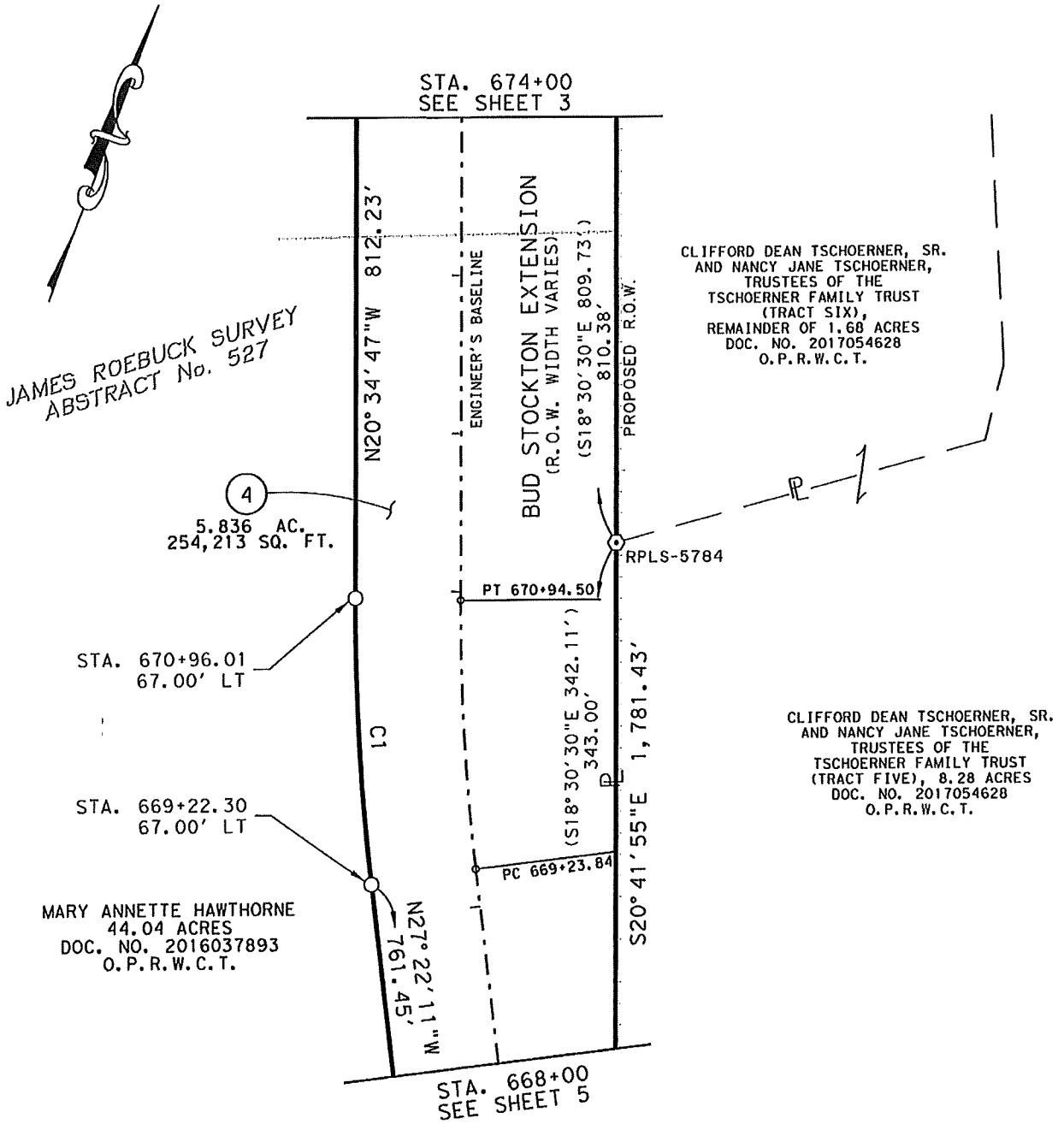
PARCEL 4
5.836 ACRES
254,213 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 4\PARCEL 4-HAWTHORNE-PG1.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	6°47'24"	1,533.00'	181.67'	181.57'	N23°58'29"W

05/11/22

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

MARY ANNETTE HAWTHORNE

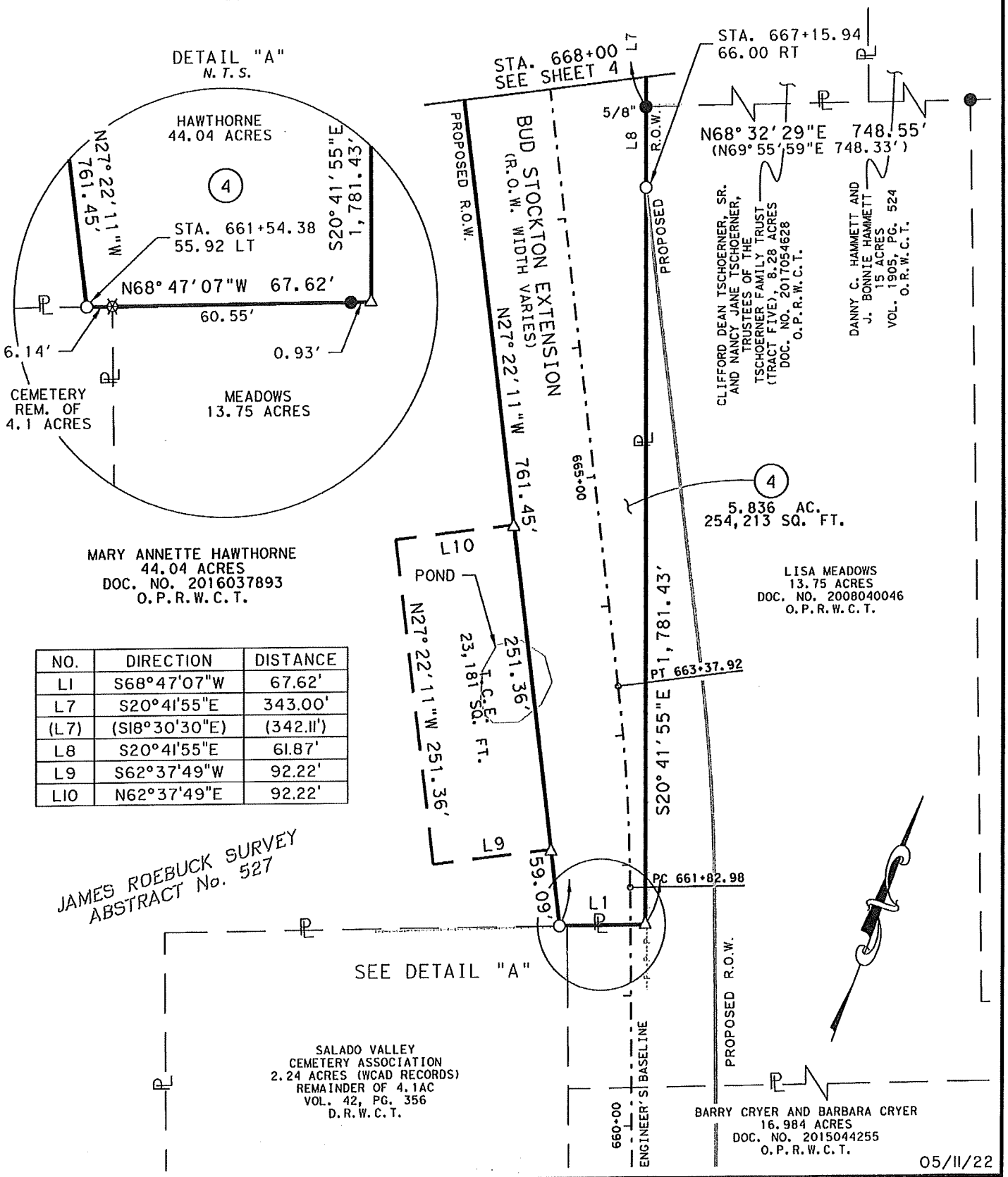
SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

PARCEL 4
5.836 ACRES
254,213 Sq. Ft.

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 4\PARCEL 4-HAWTHORNE-PG2.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S68°47'07"W	67.62'
L7	S20°41'55"E	343.00'
(L7)	(S18°30'30"E)	(342.11')
L8	S20°41'55"E	61.87'
L9	S62°37'49"W	92.22'
L10	N62°37'49"E	92.22'

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

MARY ANNETTE HAWTHORNE

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

PARCEL 4
5.836 ACRES
254,213 Sq. Ft.

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 4\PARCEL 4-HAWTHORNE-PG3.dgn

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.O.B.	POINT OF BEGINNING
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
△	CALCULATED POINT	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
✲	FENCE POST	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK		

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. GT2200566, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE FEBRUARY 8, 2022, ISSUE DATE FEBRUARY 17, 2022.

10A. EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOL. 343, PG. 313, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 23 MAY 2022

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

05/11/22

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

MARY ANNETTE HAWTHORNE

PARCEL 4
5.836 ACRES
254,213 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 4\PARCEL 4-HAWTHORNE-PG3.dgn

EXHIBIT "B"

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

Bud Stockton Extension Improvements

KNOW ALL PERSONS BY THESE PRESENTS:

That MARY ANNETTE HAWTHORNE, (hereafter collectively referred to as "Grantor"), in consideration of One Dollar ($1.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction and grading easement to construct, install, repair, remove and replace earthen and vegetative materials for filling of the existing stock pond which is bisected by the newly acquired right of way boundary line, modification of surface grade and slope to facilitate adequate and proper lateral support and drainage to and across the proposed Bud Stockton Extension roadway improvements and across portions of the remaining property of Grantor ("Project"), in, along, upon and across the property described on the sketch as shown in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement.

The construction, reconstruction and/or removal of any grading, improvements, or other related facilities on the Property shall be in the location of, subject to, and shall be completed in substantial compliance with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein.

The further agree as follows:

Following completion of work within the temporary construction easement area Property described in Exhibit "A", Grantee shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B", taking into consideration the use and purposes to which the Property is to be put.

If necessary to contain the security of any livestock or animals outside of the teporary easement Property and on the remaining property of Grantor, the Grantee shall at its sole expense install and maintain temporary fencing along the boundary of the Property while carrying out the activities described herein, and upon completion of the work on the Property shall fully remove such temporary fencing and restore any impacted permanent fencing along the newly acquired right of way line property boundary.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the Project construction activities described above and as shown on Exhibit "B". This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of six (6) months from the Grantee's issuance of Notice to Proceed to the duly selected and awarded Project construction contractors, (b) on the date of completion of construction of the Project, or (c) on December 31, 2024, whichever occurs first.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable vehicular ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective the _____ day of _____ , 2022.

GRANTOR:

_____
Mary Annette Hawthorne

Acknowledgment

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on this the ____ day of _____ _____, 2022 by Mary Annette Hawthorne, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

ACCEPTED AND AGREED BY GRANTEE:

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., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

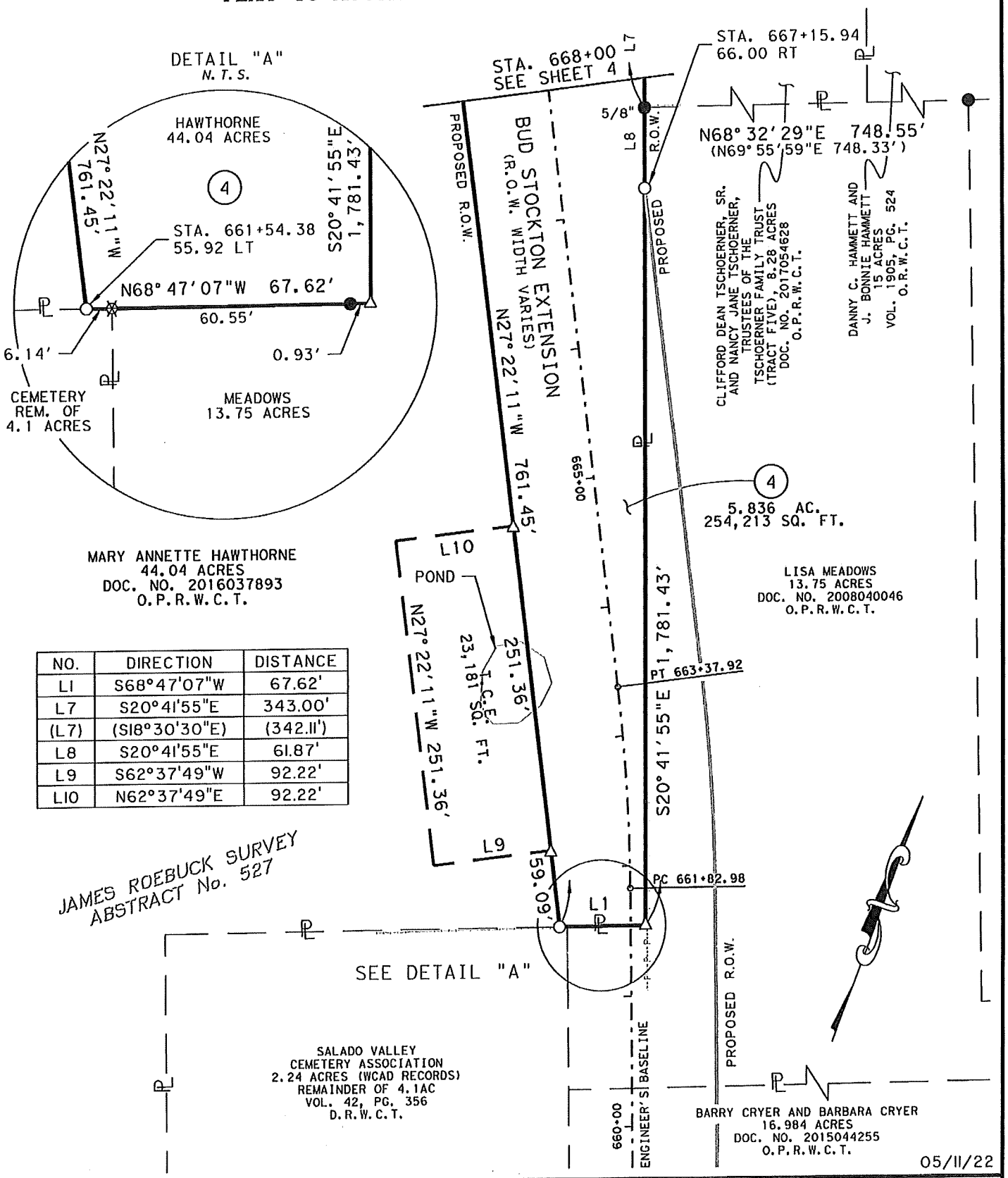
PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S68°47'07"W	67.62'
L7	S20°41'55"E	343.00'
(L7)	(S18°30'30"E)	(342.11')
L8	S20°41'55"E	61.87'
L9	S62°37'49"W	92.22'
L10	N62°37'49"E	92.22'

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

MARY ANNETTE HAWTHORNE

SCALE	PROJECT	COUNTY
1" = 100'	COUNTY ROAD 305	WILLIAMSON

PARCEL 4
5.836 ACRES
254,213 Sq. Ft.

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 4\PARCEL 4-HAWTHORNE-PG3.dgn

EXHIBIT "B" (Page 1 of 3)

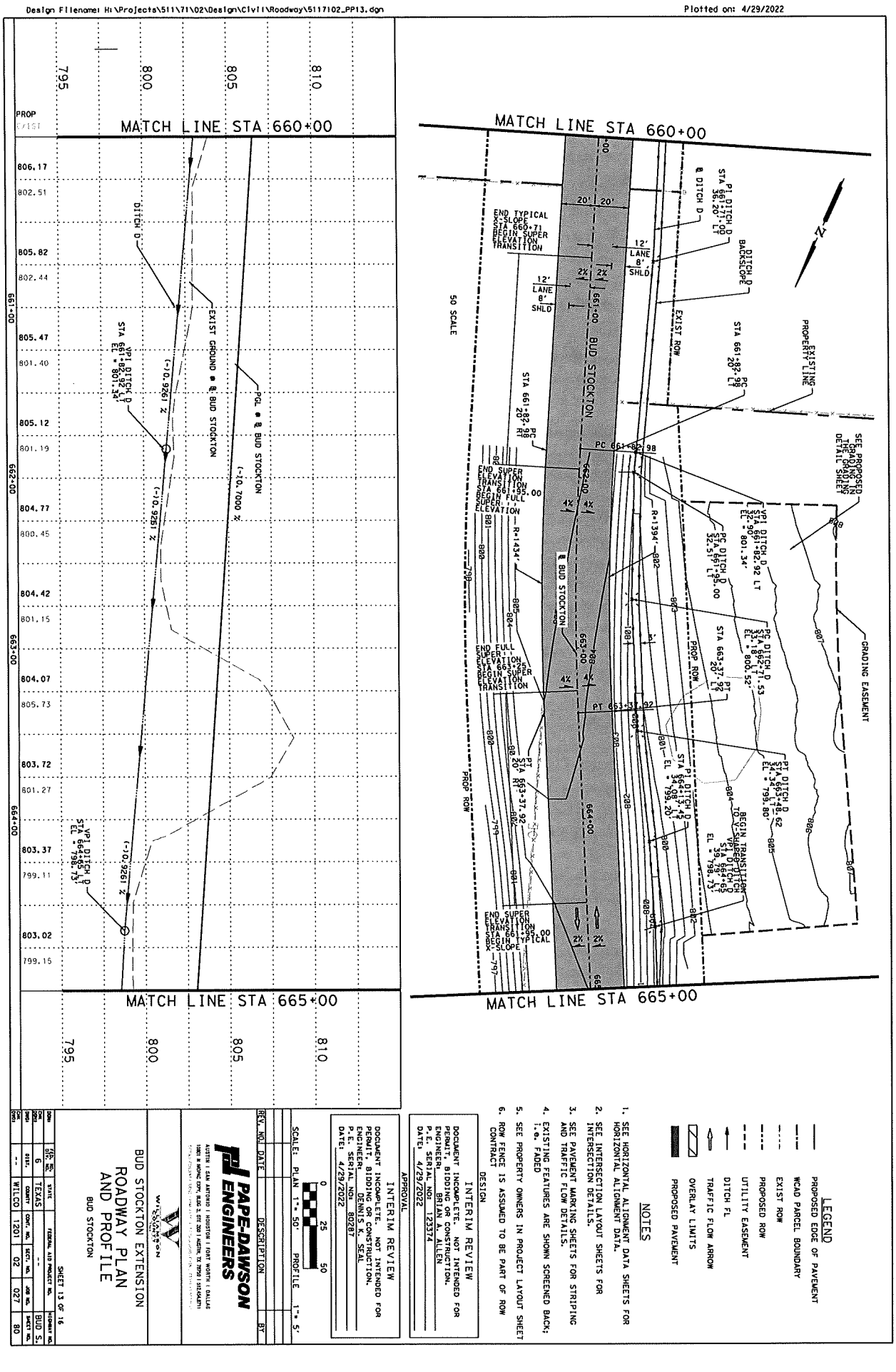


EXHIBIT "B" (Page 2 of 3)

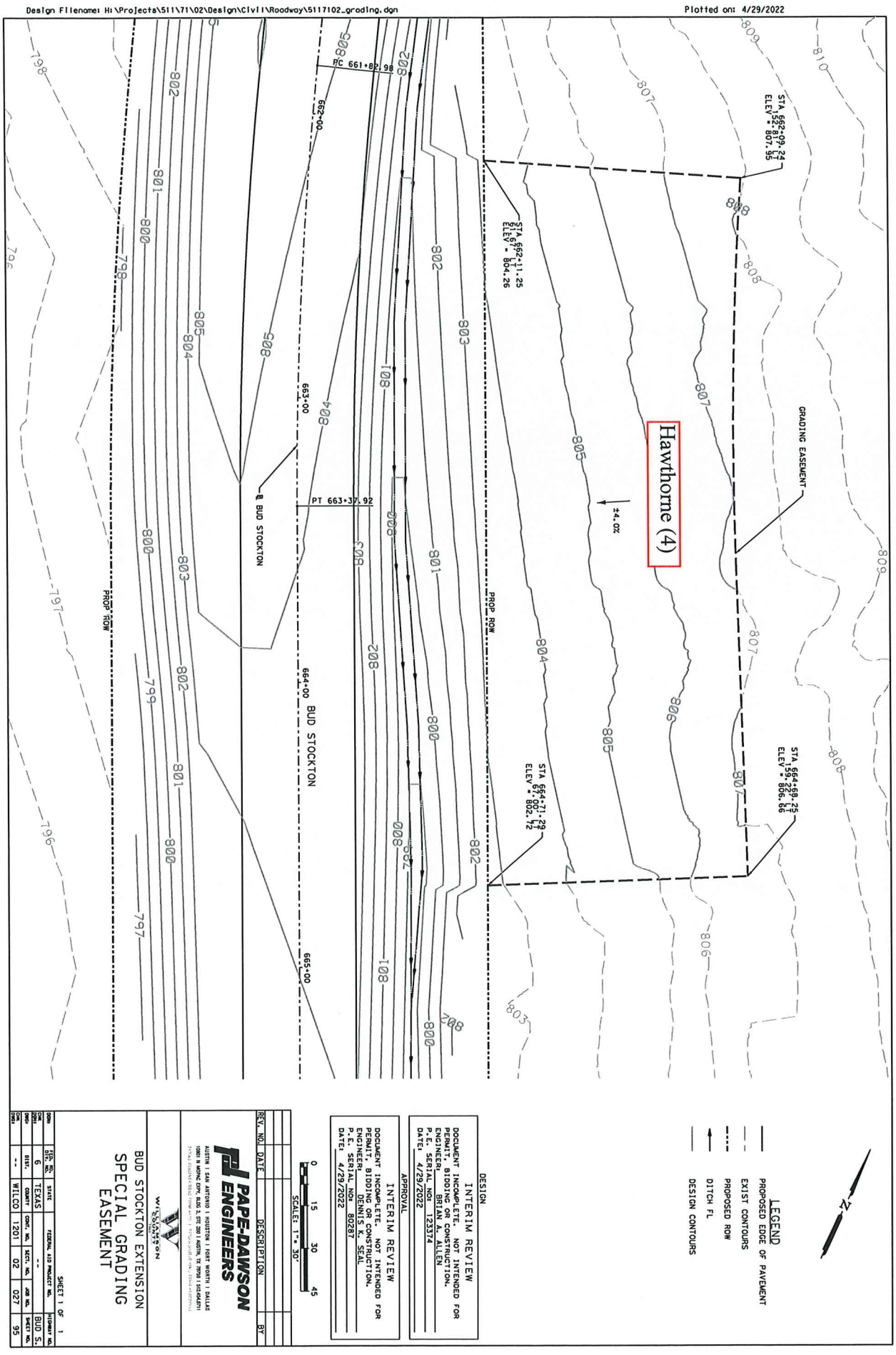
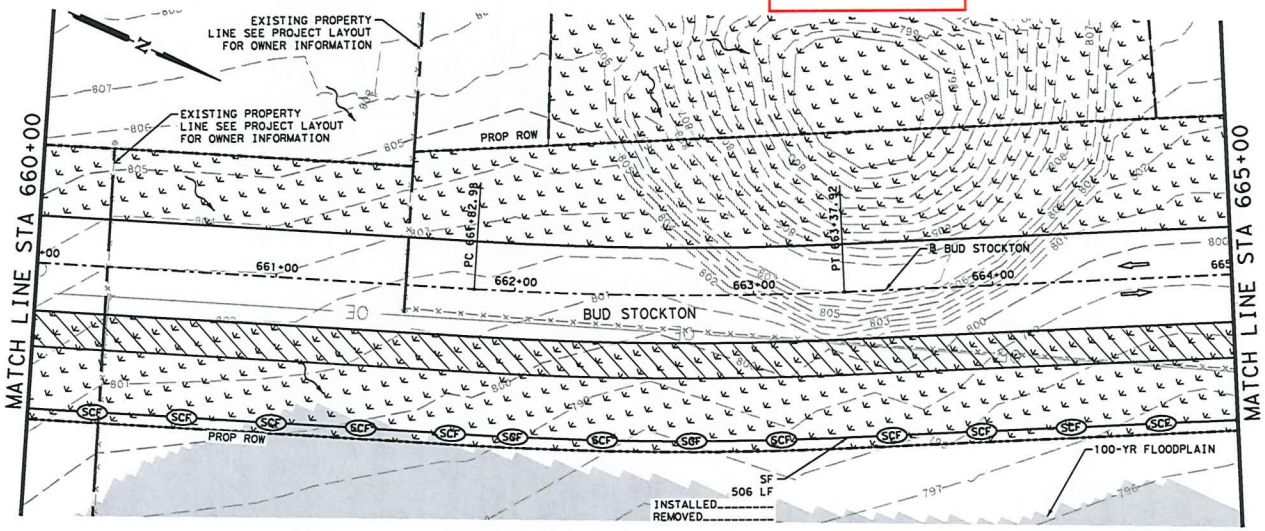
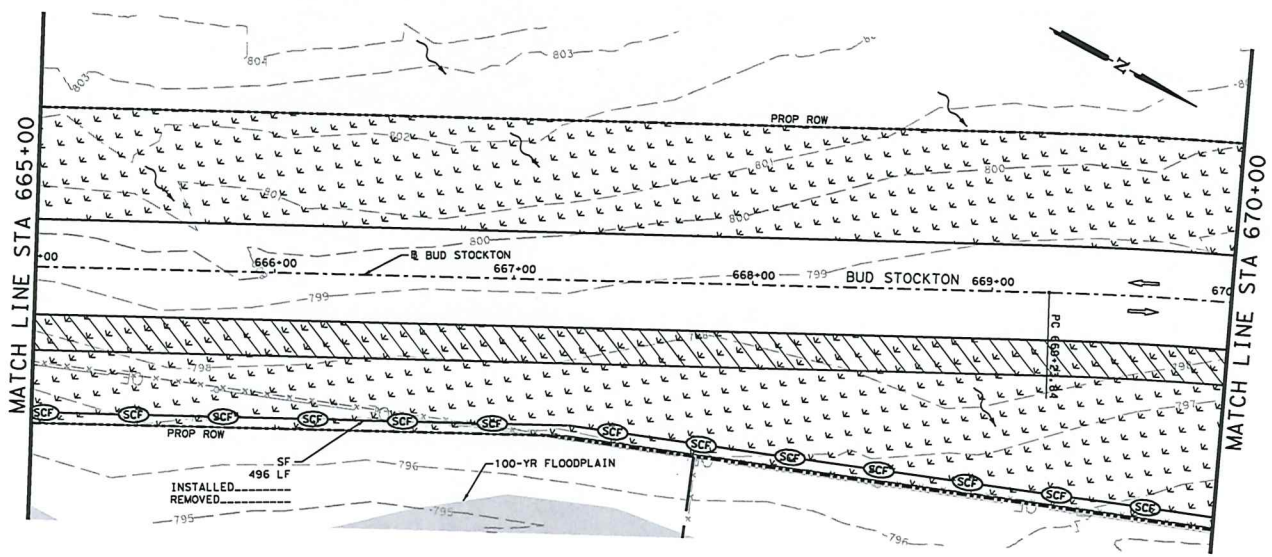


EXHIBIT "B" (Page 3 of 3)

Hawthorne (4)





LEGEND

- RFD2 — ROCK FILTER DAM TY 2
- SCF — SEDIMENT CONTROL FENCE
- FLOW DIRECTION
- VEGETATIVE FILTER STRIP
- BROADCAST SEED
- DIRECTION OF TRAFFIC
- ECL — EROSION CONTROL LOG
- --850-- EXISTING CONTOUR

NOTES:
1. REFER TO SW3P STANDARD SHEETS FOR INSTALLATION DETAILS.
2. SEE SW3P SUMMARY FOR ALL SW3P ITEMS AND QUANTITIES.
3. LOCATION OF SW3P CONTROLS TO BE PLACED AS NEEDED OR AS DIRECTED BY THE ENGINEER.
4. QUANTITIES ARE TO BE ADJUSTED AS PER FIELD CONDITIONS OR AS DIRECTED BY THE ENGINEER.
5. ALL SEDIMENT CONTROL FENCE AND ROCK FILTER DAMS SHALL REMAIN IN PLACE FOR ALL SUBSEQUENT CONSTRUCTION PHASES AND WILL BE ADJUSTED EACH PHASE TO ACCOMODATE CONSTRUCTION OPERATIONS.
6. CONSTRUCTION EXIT LOCATIONS TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.

DESIGN

INTERIM REVIEW
DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.
ENGINEER: BRIAN A. ALLEN
P.E. SERIAL NO: 123374
DATE: 4/29/2022

APPROVAL

INTERIM REVIEW
DOCUMENT INCOMPLETE. NOT INTENDED FOR PERMIT, BIDDING OR CONSTRUCTION.
ENGINEER: DENNIS K. SEAL
P.E. SERIAL NO: 80287
DATE: 4/29/2022

0 25 50 75
SCALE: 1"= 50'

REV. NO.	DATE	DESCRIPTION	BY

PAPE-DAWSON ENGINEERS
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711

WILLIAMSON COUNTY

BUD STOCKTON EXTENSION

SW3P LAYOUT

SHEET 7 OF 8

DGN:	FED. RD. DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
CHK DGN:	6	TEXAS	--			BUD S.
DWG:	DIST.	COUNTY	CONT. NO.	SECT. NO.	JOB NO.	SHEET NO.
CHK DWG:	--	WILCO	1201	02	027	169

Plotted on: 4/29/2022

Design Filename: H:\Projects\511\71\02\Design\Civil\SW3P\5117102_SW3P07.dgn

Commissioners Court - Regular Session **54.**

Meeting Date: 09/20/2022

SE Loop Segment 2 Possession and Use Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the county judge to execute a Possession and Use Agreement with Mark S. Krueger and Central Southwest Texas Development, LLC for 12.06 AC of right of way and 0.27 AC for a drainage easement needed on the SE Loop Segment 2 project (Parcel 37). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:08 AM
Form Started By: Charlie Crossfield		Started On: 09/14/2022 01:47 PM
Final Approval Date: 09/15/2022		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§ Parcel No.: 37/37DE
COUNTY OF WILLIAMSON § Project: Southeast Loop Seg. 2

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **MARK S. KRUEGER and CENTRAL SOUTHWEST TEXAS DEVELOPMENT, L.L.C.** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the Southeast Loop Segment 2 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibits "A-B") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use, the County will tender to the Grantor payment in the amount of **ONE MILLION ONE HUNDRED SEVENTEEN THOUSAND TWO HUNDRED SEVENTY-SIX and no/100 DOLLARS ($1,117,276.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the

amount of the Entry Deposit, then the Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County, or disbursed to the Grantor by a title company acting as escrow agent for the transaction (the "Effective Date").

4. The Grantor warrants and represents by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

   The above made warranties are made by Grantor and accepted by County subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Effective Date.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be December 1, 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 removal or

construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of 100% of the Entry Deposit. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.

10. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

12. It is agreed the County will record this document.

13. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within 30 (thirty) days of the date that the Special Commissioners' Award is entered.

14. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: _____

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

Mark S. Krueger

Mark S. Krueger

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Milam

This instrument was acknowledged before me on this the 8th day of September, 2022 by Mark S. Krueger, in the capacity and for the purposes and consideration recited herein.

CINDY KOHLER
Notary Public, State of Texas
Comm. Expires 11-09-2024
Notary ID 11315864

Cindy Kohler

Notary Public, State of Texas

GRANTOR:

CENTRAL SOUTHWEST TEXAS DEVELOPMENT, L.L.C.

By: _____

Name: Robert O' Farrell

Its: Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on this the 8th day of September, 2022 by Robert O' Farrell, in the capacity and for the purposes and consideration recited herein.

CINDY KOHLER
Notary Public, State of Texas
Comm. Expires 11-09-2024
Notary ID 11315864

_____
Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 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

EXHIBIT "A"

County: Williamson
Parcel No.: 37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

PROPERTY DESCRIPTION FOR PARCEL 37

DESCRIPTION OF A 12.060 ACRE (525,347 SQ. FT.) PARCEL OF LAND LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 63.60 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MARK S. KRUEGER, RECORDED JUNE 20, 1994 IN VOLUME 2551, PAGE 599, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 12.060 ACRE (525,347 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75, on the west line of said 63.60 acre tract, for the northeast corner of a called 107.22 acre tract of land, described as Tract 5 in a deed to Clarendor Capital, LTD., a Texas Limited Liability Partnership, recorded in Document No. 2021191286, Official Public Records of Williamson County (O.P.R.W.C.TX.), for the southeast corner of a called 194.58 acre tract of land, described in a deed to M. Moore Family Farm, LLC., and recorded in Document No. 2018097245, O.P.R.W.C.TX.;

THENCE N 08°01'44" E, with the common line of said 63.60 acre tract and said 194.58 acre tract, a distance of 365.56 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,163,489.57, E=3,187,021.80) set 233.50 feet right of Southeast Loop E.C.S 343+83.05 on the proposed south right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 08°01'44" E, departing the proposed south right-of-way line of said Southeast Loop, continuing with the common line of said 63.60 acre tract and said 194.58 acre tract, a distance of 503.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 234.46 feet left of Southeast Loop E.C.S. 345+67.91 on the proposed north right-of-way line of Southeast Loop, for the northwest corner of the parcel described herein;

THENCE departing the common line of said 63.60 acre tract and said 194.58 acre tract, with the proposed north right-of-way line of said Southeast Loop, over and across said 63.60 acre tract, the following six (6) courses and distances numbered 2 – 7:

2) N 76°12'05" E, a distance of 114.58 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 235.00 feet left of Southeast Loop E.C.S. 346+82.49,

3) N 76°28'25" E, a distance of 479.05 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 235.00 feet left of Southeast Loop E.C.S. 351+61.53,

4) N 77°54'20" E, a distance of 200.06 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 353+61.53,

5) N 76°28'25" E, a distance of 269.51 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 356+31.05,

6) N 07°48'09" E, a distance of 214.67 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 429.96 feet left of Southeast Loop E.C.S. 357+09.12, and

7) S 82°11'51" E, a distance of 42.26 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 414.59 feet left of Southeast Loop E.C.S. 357+48.49, on the common line of said 63.60 acre tract and of a called 461.37 acre tract of land, described in a deed to Judy Boehm-Limmer recorded in Document No. 2018092464, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

8) **THENCE** S 07°47'00" W, departing the proposed north right-of-way line of Southeast Loop, with the common line of said 63.60 acre tract and said 461.37 acre tract, a distance of 724.10 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S. 354+85.34 on the proposed south right-of-way line of said Southeast Loop, for the southeast corner of the parcel described herein;

THENCE departing the common line of said 63.60 acre tract and said 461.37 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 63.60 acre tract, the following five (5) courses and distances numbered 9 – 13:

9) S 76°28'25" W, a distance of 43.48 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S. 354+41.87,

10) N 07°48'09" E, a distance of 32.21 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 354+53.58,

11) S 76°28'25" W, a distance of 877.17 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 345+76.41, said point being the beginning of a curve to the right,

12) With said curve to the right, an arc distance of 62.92 feet, through a delta of 06°22'51", having a radius of 565.00 feet, and a chord which bears S 73°16'59" W, a distance of 62.89 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 345+13.62, and

EXHIBIT "A"

County: Williamson
Parcel No.: 37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

13) S 76°28'25" W, a distance of 130.56 feet to the **POINT OF BEGINNING**, and containing 12.060 acres (525,347 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

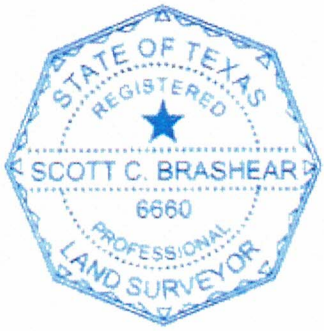
**Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

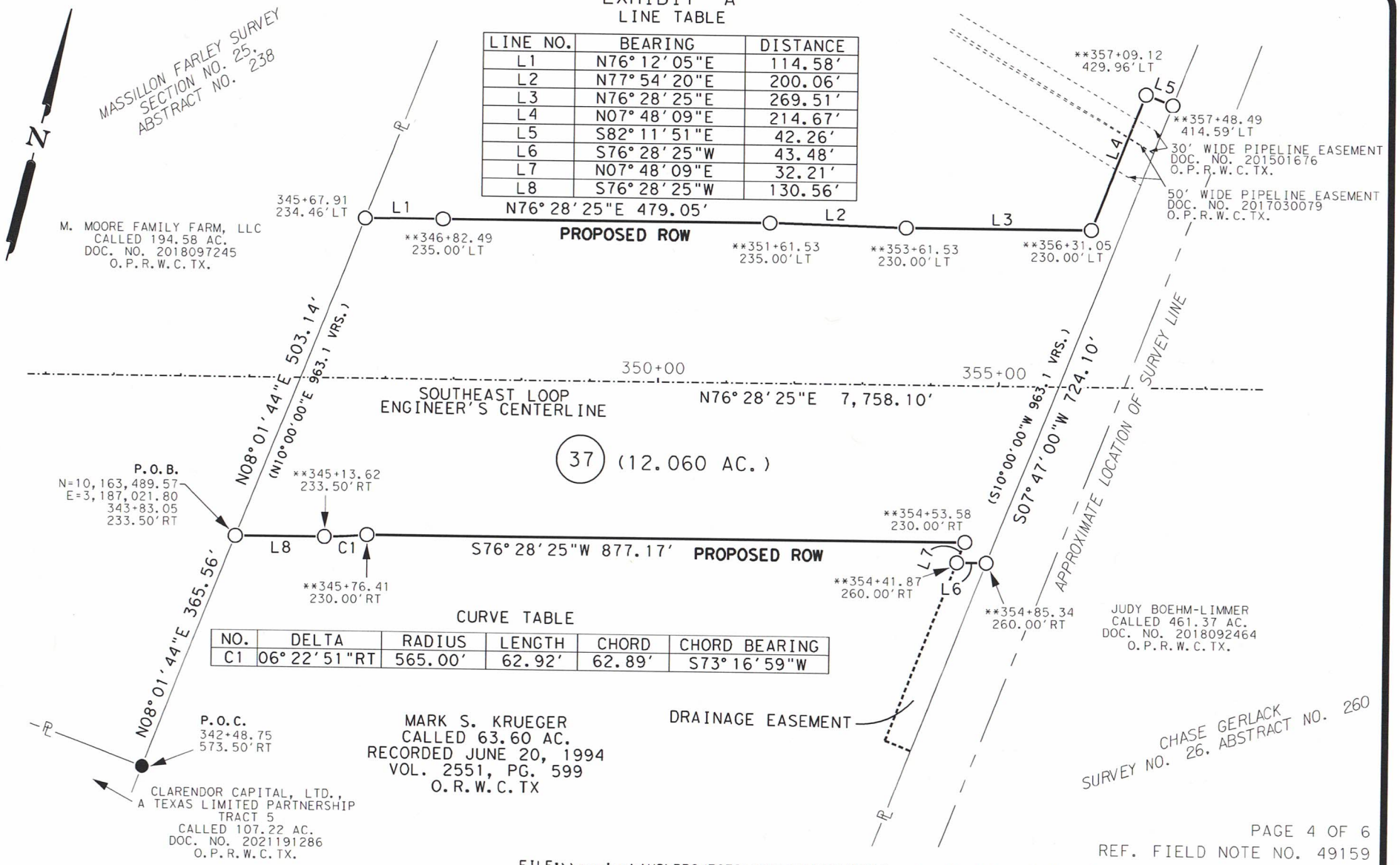


Scott C. Brashear 8/19/2022
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N76°12'05"E	114.58'
L2	N77°54'20"E	200.06'
L3	N76°28'25"E	269.51'
L4	N07°48'09"E	214.67'
L5	S82°11'51"E	42.26'
L6	S76°28'25"W	43.48'
L7	N07°48'09"E	32.21'
L8	S76°28'25"W	130.56'



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06°22'51"RT	565.00'	62.92'	62.89'	S73°16'59"W

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49159

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\37\PLAT\02\P-37.dgn

				REMAINING	28.658 AC. LEFT
EXISTING	63.600 AC.	ACQUIRE	12.060 AC.	REMAINING	22.882 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MARK S. KRUEGER
TAX ID: R020548
PARCEL 37
12.060 AC. (525,347 SQ. FT.)

EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159142, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 27, 2022, AND ISSUED DATE AUGUST 4, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

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11. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

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REF. FIELD NOTE NO. 49159

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EXISTING	63.600 AC.	ACQUIRE	12.060 AC.	REMAINING	22.882 AC. RIGHT

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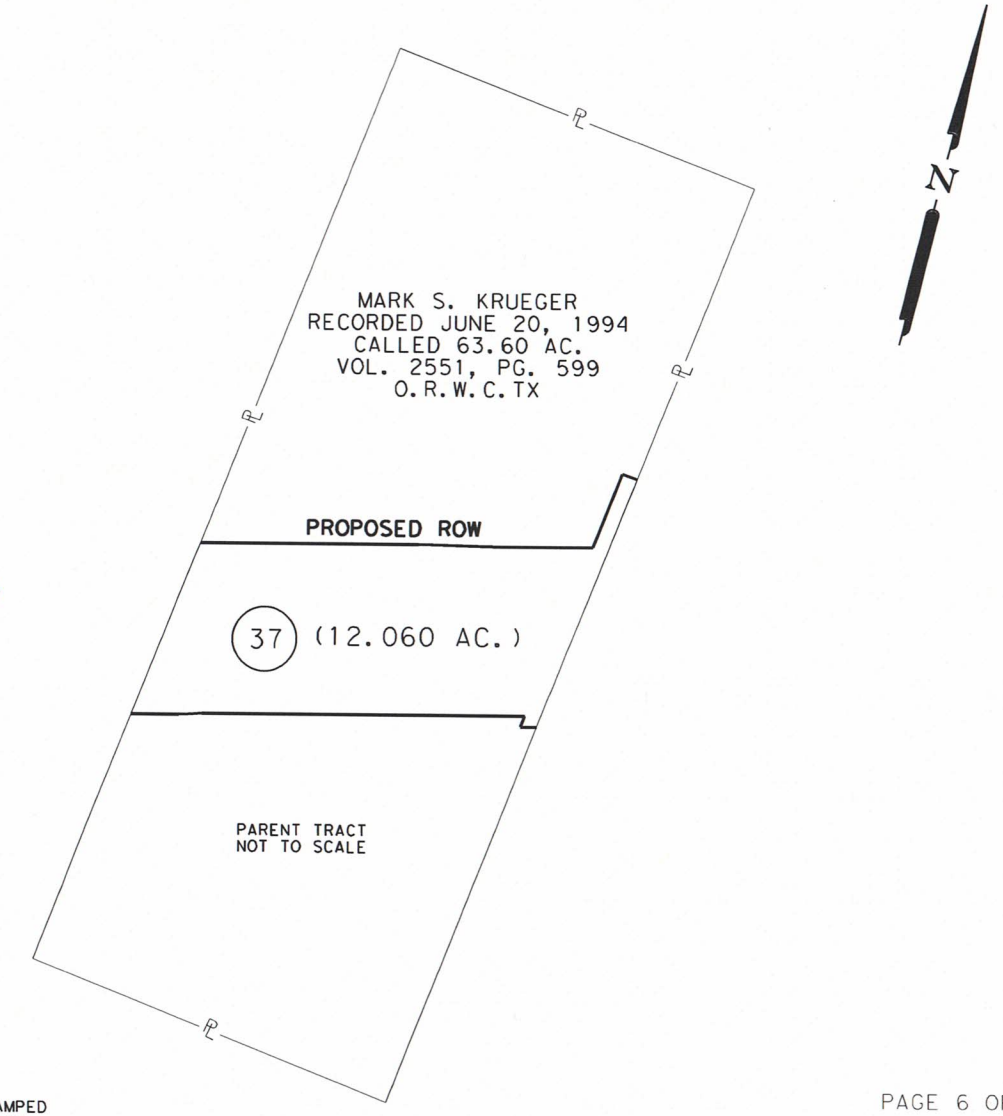
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MARK S. KRUEGER
TAX ID: R020548
PARCEL 37
12.060 AC. (525,347 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/\/—	DISTANCE NOT TO SCALE
——1——	DEED LINE (COMMON OWNERSHIP)

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR



NOTES:

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4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOY.

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.

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EXISTING	63.600 AC.	ACQUIRE	12.060 AC.	REMAINING	28.658 AC. LEFT
				REMAINING	22.882 AC. RIGHT

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

8/19/2022
DATE

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
MARK S. KRUEGER
TAX ID: R020548
PARCEL 37
12.060 AC. (525,347 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: DE-37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

August 19, 2022

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 37

DESCRIPTION OF A 0.270 ACRE (11,748 SQ. FT.) EASEMENT LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, BEING A PORTION OF A CALLED 63.60 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO MARK S. KRUEGER, RECORDED JUNE 20, 1994 IN VOLUME 2551, PAGE 599, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 0.270 ACRE (11,748 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a yellow plastic cap stamped "PAPEDAWSON" found 4,466.47 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 338+44.48 on the east line of a tract of land, described in a deed to Roy Lessner and Mary Wynette Lessner as Trustees of the Roy Lessner and Mary Wynette Lessner Trust, recorded in Document No. 2018049538, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), for the northwest corner of a called 55.847 acre tract of land, described in a deed to Isaac W. Norman, recorded in Volume 2052, Page 828, O.R.W.C.TX., same being the most westerly southwest corner of a called 461.37 acre tract, described in a deed to Judy Boehm-Limmer, recorded in Document No. 2018092464, O.P.R.W.C.TX.;

THENCE N 07°47'00" E, with the common line of said Lessner tract and said 461.37 acre tract, a distance of 4,217.57 feet to a calculated point (Surface Coordinates: N=10,163,426.76, E=3,188,059.40) 537.26 feet right of Southeast Loop E.C.S 353+77.19, for the southeast corner and the **POINT OF BEGINNING** of the easement described herein;

THENCE departing the common line of said 461.37 acre tract and said 63.60 acre tract of land, over and across said 63.60 acre tract, the following two (2) courses and distances numbered 1-2:

1) N 82°11'51" W, a distance of 40.60 feet to a calculated point 522.50 feet right of Southeast Loop E.C.S 353+39.37, for the southwest corner of the easement described herein, and

2) N 07°48'09" E, a distance of 281.80 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S 354+41.87 on the proposed south right-of-way line of said Southeast Loop, for the northwest corner of the easement described herein;

3) **THENCE** N 76°28'25" E, with the proposed south right-of-way line of said Southeast Loop, over and across said 63.60 acre tract, a distance of 43.48 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S 354+85.34 on the common line of said 461.37 acre tract and said 63.60 acre tract, for the northeast corner of the easement described herein;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "B"

County: Williamson
Parcel No.: DE-37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

4) **THENCE** S 07°47'00" W, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said 461.37 acre tract and said 63.60 acre tract, a distance of 297.61 feet to the **POINT OF BEGINNING**, and containing 0.270 acres (11,748 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 NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

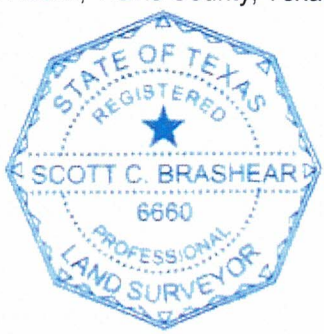
**Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

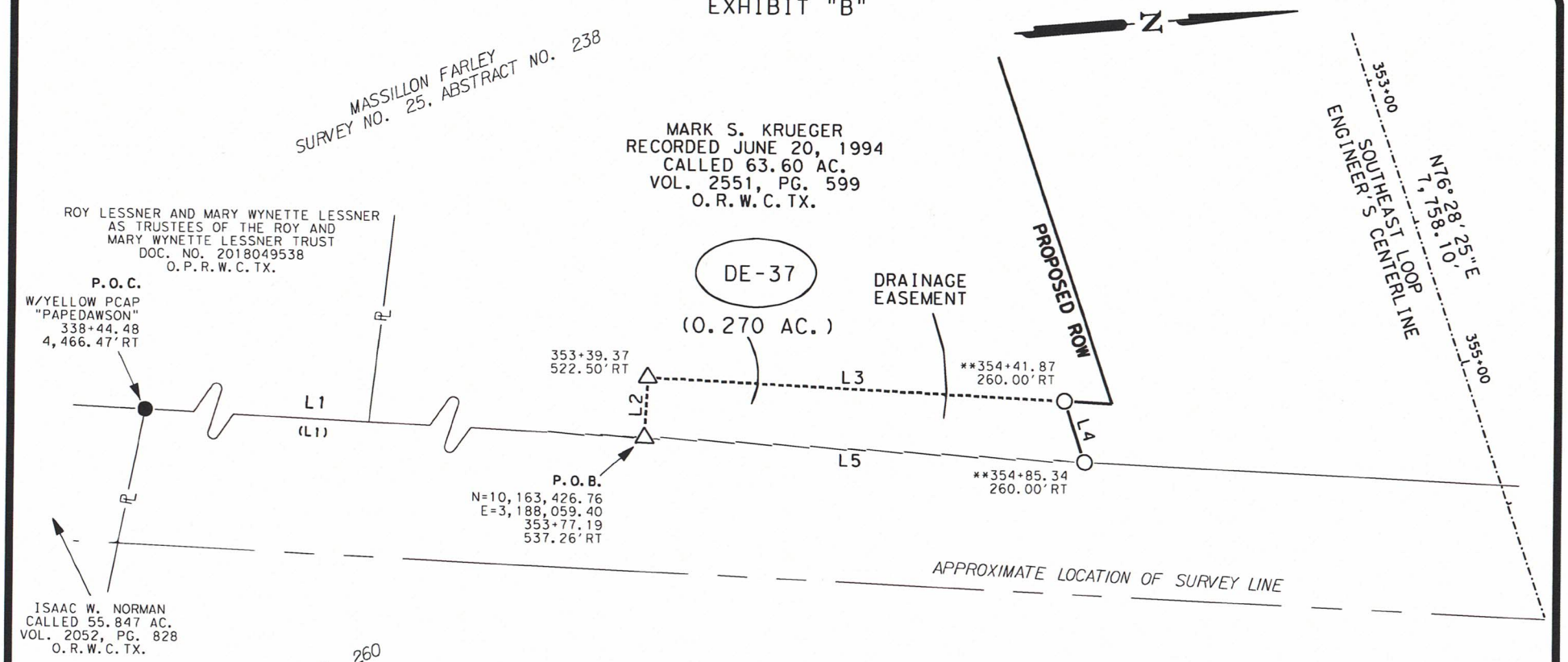
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 8/19/2022
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "B"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07°47'00"E	4,217.57'
(L1)	(N07°50'04"E)	(6,328.63')
L2	N82°11'51"W	40.60'
L3	N07°48'09"E	281.80'
L4	N76°28'25"E	43.48'
L5	S07°47'00"W	297.61'

REF. FIELD NOTE NO. 49254

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\37_TCE\PLAT\02\DE-37.dgn

EXISTING	63.60 AC.	ACQUIRE	0.000 AC.	REMAINING	63.600 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax.: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
MARK S. KRUEGER
TAX ID: R020548
DE-37
0.270 AC. (11,748 SQ. FT.)

EXHIBIT "B"

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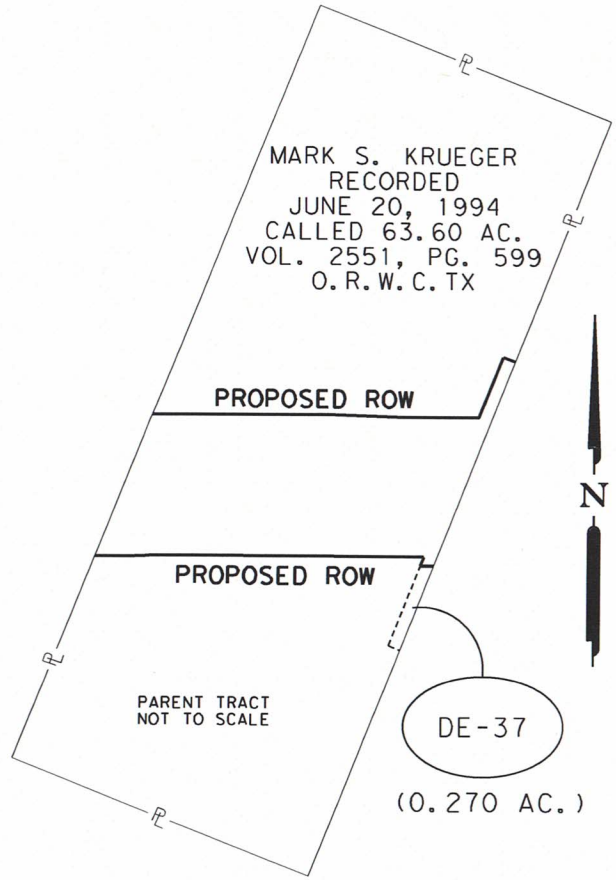
SHOWING PROPERTY OF
MARK S. KRUEGER
TAX ID: R020548
DE-37
0.270 AC. (11,748 SQ. FT.)

LEGEND

EXHIBIT " "

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
◎	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)



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4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM,LLC.

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STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

PAGE 5 OF 5
REF. FIELD NOTE NO. 49254

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\37_TCE\PLAT\02\DE-37.dgn

EXISTING	63.60 AC.	ACQUIRE	0.000 AC.	REMAINING	63.600 AC. RIGHT

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

8/19/2022
DATE

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Commissioners Court - Regular Session **55.**

Meeting Date: 09/20/2022

Pass Through Agreement on FM 1660

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 authorizing the county Judge to execute an Amendment to Pass Through Agreement for Payment of Pass-Through Tolls by the Department with the Texas Department of Transportation terminating the original agreement to reimburse costs to construct improvements on FM 1660 (CR 134 to CR 101).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:04 AM
Form Started By: Charlie Crossfield		Started On: 09/14/2022 01:23 PM
Final Approval Date: 09/15/2022		

Contract No: PTT 2005-005-01
CSJ No.0015-08-122,0204-02-027,0204-04-040,0204-04-042,1566-01-009, 2211-01-023,0151-04-063
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

Amendment
TO
PASS-THROUGH TOLL AGREEMENT FOR PAYMENT OF PASS-THROUGH TOLLS BY THE DEPARTMENT

AMENDMENT NUMBER 3

THIS AMENDMENT to the Pass-Through Agreement for Payment of Pass-Through Tolls by and between the State of Texas, acting through the Texas Department of Transportation (the "Department"), and Williamson County (the "Developer"), becomes effective when fully executed by both parties.

BACKGROUND

The Department and the Developer executed a Pass-Through Toll Agreement on February 22, 2006, Contract No. PTT 2005-001-01, as amended on October 23, 2007 and on April 15, 2010 (all together "the Agreement"), under which the Department is obligated to make certain pass-through payments to the Developer as reimbursement for the costs to construct improvements to US 79 (Hutto to CR 402); FM 1660 (CR 134 to CR 101); SH 29/IH 35 interchange; US 79 (East of Taylor to County Line); US 183 (San Gabriel River to SH 29); and FM 2338 (FM 3405 to Ronald Reagan Blvd) (all together "the Project").

Pursuant to Section 11(b) of the Agreement, the Department shall reimburse the Developer no more than **$150,462,000.00** after the Project as a whole is substantially complete and all highway improvements are open to the public.

In accordance with Section 11(a) of the Agreement, the Department has reimbursed the Developer a total of $127,009,374.78 for the following projects that are substantially complete and open to the public: US 79 (Hutto to CR 402); SH 29/IH 35 interchange; US 79 (East of Taylor to County Line); US 183 (San Gabriel River to SH 29); and FM 2338 (FM 3405 to Ronald Reagan Blvd).

As of the date of this Amendment, the Developer has not commenced construction of FM 1660 (CR 134 to CR 101) consisting of CSJ numbers 1566-01-009 and 1566-02-020.

Under Section 15 of the Agreement, the Department and the Developer may terminate the Agreement in writing by mutual consent.

The Department and the Developer have determined that it is in the best interest of the parties to terminate the Agreement.

Pursuant to a _____ dated _____, the Developer authorized the execution of this Amendment and the termination of the Agreement, which is attached to and made a part of this Amendment as Attachment E-3, Resolution (Attachment E-3).

AMENDMENT NUMBER 3

The Department and the Developer hereby agree as follows:

1. **Termination**
   Upon execution by both parties, all the Department's payment obligations under the Agreement shall be satisfied in full and the Agreement shall be terminated. Any unspent balance of the funds previously allocated to the FM 1660 project under the Agreement will be presented to the Texas Transportation Commission for consideration of approval for reallocation in the 2024 UTP for utilization on the US 79 Interchange at FM 3349/CR 101 currently consisting of CSJs 3486-01-008 and 0204-02-034 construction cost overruns, with any remaining funds to be transferred to the Austin District's District Discretionary allocation to be made available for on-state system projects selected in cooperation with the Developer.

2. **Survival of Terms and Conditions**
   The termination of the Agreement, as set forth in this Amendment shall not release either party from any liabilities or obligations set forth in the Agreement that the parties have expressly agreed shall survive any such termination, if any, or by their nature, would be intended to be applicable following any such termination. The parties expressly agree that the following terms and conditions survive the termination of the Agreement:

   1. Section 19. Ownership of Property;

   3. Section 25. Hold Harmless;

   4. Section 33. Inspection of Books and Records; and

   5. Section 34. Office of Management and Budget (OMB) Audit Requirements.

3. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Amendment on behalf of the entity represented.

*****SIGNATURE PAGE FOLLOWS*****

Contract No: PTT 2005-005-01
CSJ No.0015-08-122,0204-02-027,0204-04-040,0204-04-042,1566-01-009, 2211-01-023,0151-04-063
Federal Highway Administration
CFDA Title: Highway Planning and Construction
CFDA No.: 20.205
Not Research and Development

THIS AMENDMENT IS EXECUTED by the Department and the Developer in duplicate.

THE DEPARTMENT	**The Developer**
Signature	Signature
Brian Barth Deputy Executive Director Typed or Printed Name and Title	Bill Gravell, Jr. Williamson County Judge Typed or Printed Name and Title
Date	Date

Attachment E-3
Resolution

Commissioners Court - Regular Session **56.**

Meeting Date: 09/20/2022

TXDOT Resolution for Amendment Agreement FM 1660

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 authorizing the county Judge to execute an amendment terminating The Pass Through Agreement for payment of Pass Through Tolls with TXDOT regarding reimbursement costs to construct FM 1660.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/15/2022 10:09 AM
Form Started By: Charlie Crossfield		Started On: 09/14/2022 01:55 PM
Final Approval Date: 09/15/2022		

CSJ #		**PT 2005-005-01 CSJ 0015-08-122, 0204-04-042, 1566-01-009, 2211-01-023, 0151-04-063**	
District #	**14**	**AFA ID**	
Code Chart 64 #			
Project Name			

RESOLUTION

STATE OF TEXAS * **THE COMMISSIONERS COURT OF**

COUNTY OF WILLIAMSON * **WILLIAMSON COUNTY, TEXAS**

KNOW ALL MEN BY THESE PRESENT that on this, the 16th day of August 2022, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, The Texas Department of Transportation (the Department) and Williamson County (the Developer) executed a contract on February 22, 2006 under which the Department is obligated to make certain pass-through payments to the Developer as reimbursement for the costs to construct improvements to US 79 (Hutto to CR 402); FM 1660 (CR 134 to CR 101); SH 29/IH 35 interchange; US 79 (East of Taylor to County Line); US 183 (San Gabriel River to SH 29); and FM 2338 (FM 3405 to Ronald Reagan Blvd) (all together "the Project") and

WHEREAS, The Department and the Developer executed an amendment on October 23, 2007, to modify Attachment D, Environmental Studies and Mitigation. The Department and the Developer executed an amendment on April 15, 2010, to modify Article 11; Attachment B, Project Description and Scope of Work; and Attachment C, Budget; and

WHEREAS, The Department and the Developer have determined that it is in the best interest of the parties to terminate the Agreement; and

Now therefore, the Williamson County Commissioners Court does hereby terminate the Pass-Through Toll Agreement dated February 22, 2006. The County Judge is authorized to execute all documents necessary to complete this transaction.

CSJ #		**PT 2005-005-01 CSJ 0015-08-122, 0204-04-042, 1566-01-009, 2211-01-023, 0151-04-063**	
District #	**14**	**AFA ID**	
Code Chart 64 #			
Project Name			

RESOLVED this day _____ of _____, 2022.

_____

Bill Gravell Jr., County Judge

Attest:

_____

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **57.**

Meeting Date: 09/20/2022

FY23 Capital Improvement Program

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021, 2022 and 2023 Capital Improvement Programs; 2015 Certificate of Obligation, Long Range Transportation (LTP) and the 2021 Tax Anticipation Note.

Background

In the FY23 General Fund Budget, $12,700,000 was funded for the Capital Improvement Plan from cash ending. The remaining balance for 2021 CIP is $5,182,581.55. Attached are the financial reports that provide the details for the CIP program. The attached financial report also provides available balances for 2015 Certificate of Obligation and 2021 Tax Anticipation Note programs. The balances are $6,544.29 and $70,595,323.57, respectively. The CIP request list is also attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Financial Summary

CIP List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/14/2022 08:29 AM
Form Started By: Tomika Lynce		Started On: 09/13/2022 01:38 PM
Final Approval Date: 09/14/2022		

Unallocated August 31, 2022 (monies available to be assigned to projects)

2015 CO: $6,544.29

2022 CIP: $5,182,581.55

2023 CIP: $12,700,000

2021 TAN: $70,595,323.57

FY23 LTP GF OR CIP: $1,745,361

Project	Project Name	Revenue	Budget	Actual Cost	Through 8/31/2022 Commitment Amount	Total Cost	Funds Available	Notes
					2015 CO			
P356	2015 CO NON-DEPARTMENTAL	$ 685,212.64	$ 685,212.64	$ 678,668.35	$ -	$ 678,668.35	$ 6,544.29	Unallocated funds
P536	Central Maintenance Service Road	$ 405,193.00	$ 405,193.00	$ 11,330.00	$ -	$ 11,330.00	$ 393,863.00	
P540	Jail Renovations Phase II	$ 232,997.35	$ 232,997.35	$ 98,362.99	$ 134,634.36	$ 232,997.35	$ -	
P543	JJC - Records Room Remodel	$ 200,000.00	$ 200,000.00	$ 89,344.56	$ 110,655.44	$ 200,000.00	$ -	
P548	JP4 HUTTO REMODEL	$ 644,512.85	$ 644,512.85	$ -	$ 86,513.00	$ 86,513.00	$ 557,999.85	
P595	New District,County,AG Court	$ 266,031.22	$ 266,031.22	$ 37,378.14	$ 228,653.08	$ 266,031.22	$ -	
					2018 CIP			
P476	JUSTICE CTR SECURITY IMPROV	$ 23,198.00	$ 400,000.00	$ 26,953.60	$ 171,953.40	$ 198,907.00	$ 201,093.00	
P540	Jail Renovations Phase II	$ 146,076.68	$ 549,487.63	$ 146,076.68	$ 403,410.95	$ 549,487.63	$ -	
					2019 CIP			
P432	Jail Master Plan	$ 209,500.00	$ 215,000.00	$ 209,500.00	$ -	$ 209,500.00	$ 5,500.00	
P515	Justice Center Remodel	$ 2,040,127.29	$ 2,472,267.72	$ 2,409,055.36	$ 63,212.36	$ 2,472,267.72	$ -	
P519	JJC - Smith Branch Mitigation	$ 441,822.37	$ 5,000,000.00	$ 456,396.64	$ 163,808.41	$ 620,205.05	$ 4,379,794.95	
P540	Jail Renovations Phase II	$ -	$ 188,746.01	$ -	$ 188,746.01	$ 188,746.01	$ -	
					2020 CIP			
P530	Children's Advocacy Center	$ 3,315,652.86	$ 5,500,000.00	$ 3,953,629.16	$ 1,224,929.78	$ 5,178,558.94	$ 321,441.06	Partially funded by ARPA
P540	Jail Renovations Phase II	$ -	$ 428,769.01	$ -	$ 428,769.01	$ 428,769.01	$ -	
P543	JJC - Records Room Remodel	$ 20,865.00	$ 68,000.00	$ 20,865.00	$ -	$ 20,865.00	$ 47,135.00	
P566	EXPO TX WINTER STORM 2021	$ -	$ 346,713.67	$ 99,235.16	$ -	$ 99,235.16	$ 247,478.51	
P583	FIF Grant Match	$ 414,184.93	$ 725,000.00	$ -	$ -	$ -	$ 725,000.00	Funds not available for use, grant match only
P595	New District,County,AG Court	$ -	$ 144,043.17	$ -	$ 144,043.17	$ 144,043.17	$ -	
					2021 CIP			
P515	Justice Center Remodel	$ 2,175.00	$ 420,732.28	$ -	$ -	$ -	$ 420,732.28	
P537	Fiber Replacement and Addition	$ 10,764.00	$ 700,000.00	$ -	$ 125,243.79	$ 125,243.79	$ 574,756.21	
P539	Central Maintenance Light Pole	$ 29,259.87	$ 29,259.87	$ 14,933.44	$ 3,867.98	$ 18,801.42	$ 10,458.45	
P540	Jail Renovations Phase II	$ -	$ 1,641,000.00	$ -	$ 1,206,158.63	$ 1,206,158.63	$ 434,841.37	
P544	JJC - Door, Intercom & Camera	$ 332,969.46	$ 875,000.00	$ 332,969.46	$ 452,291.44	$ 785,260.90	$ 89,739.10	
P548	JP4 HUTTO REMODEL	$ -	$ 558,209.92	$ -	$ -	$ -	$ 558,209.92	
P563	SW Regional Parking Lot	$ 594,775.77	$ 920,000.00	$ 594,775.77	$ 71,123.40	$ 665,899.17	$ 254,100.83	
P583	FIF Grant Match	$ -	$ 125,000.00	$ -	$ -	$ -	$ 125,000.00	Funds not available for use, grant match only
P595	New District,County,AG Court	$ -	$ 473,954.55	$ 2,088.00	$ 471,866.55	$ 473,954.55	$ -	
					2022 CIP			
P476	JUSTICE CTR SECURITY IMPROV	$ -	$ 2,850,000.00	$ -	$ -	$ -	$ 2,850,000.00	
P548	JP4 HUTTO REMODEL	$ -	$ 845,846.45	$ -	$ -	$ -	$ 845,846.45	
P565	CTTC WINTER STORM 2021	$ 203,918.50	$ 1,079,000.00	$ 14,933.44	$ 786,037.20	$ 800,970.64	$ 278,029.36	
P570	FIRE/EMS PAGING REDUNDANCY	$ -	$ 1,100,000.00	$ -	$ -	$ -	$ 1,100,000.00	
P571	ESOC PARKING LOT	$ 37.62	$ 200,000.00	$ 332,969.46	$ -	$ 332,969.46	$ (132,969.46)	
P572	SO-GYM IMPROVE AIR QUALITY	$ -	$ 300,000.00	$ -	$ -	$ -	$ 300,000.00	
P573	SOTC-PERIMETER WALL AND FENCE	$ -	$ 375,000.00	$ 594,775.77	$ -	$ 594,775.77	$ (219,775.77)	
P574	SOTC-BULLET TRAP	$ -	$ 131,000.00	$ -	$ -	$ -	$ 131,000.00	
P576	2022 CIP NON DEPARTMENTAL	$ -	$ 5,182,581.55	$ -	$ -	$ -	$ 5,182,581.55	Unallocated funds
P583	FIF Grant Match	$ -	$ 850,000.00	$ 2,088.00	$ -	$ 2,088.00	$ 847,912.00	Funds not available for use, grant match only; part of O&M not CIP
P595	New District,County,AG Court	$ -	$ 636,572.00	$ -	$ 636,572.00	$ 636,572.00	$ -	
					2021 TAN			
P577	ADMINISTRATION BUILDING	$ 43,000,000.00	$ 43,000,000.00	$ 148.92	$ 3,341,100.00	$ 3,341,248.92	$ 39,658,751.08	
P578	JJC-ADDITIONAL DETENTION	$ 35,000,000.00	$ 35,000,000.00	$ 220,489.66	$ 322,720.00	$ 543,209.66	$ 34,456,790.34	
P580	BOB PHILLIPS BUILDING	$ 2,250,000.00	$ 2,250,000.00	$ 2,051,676.05	$ 198,177.32	$ 2,249,853.37	$ 146.63	
P588	TAN ROW	$ 50,000,000.00	$ 50,000,000.00	$ 21,999,855.50	$ -	$ 21,999,855.50	$ 28,000,144.50	
P590	2021 TAN Non Departmental	$ 71,160,037.51	$ 71,160,037.51	$ 564,713.94	$ -	$ 564,713.94	$ 70,595,323.57	Unallocated Funds
					2023 CIP			
TBD	TBD						$ 12,700,000.00	Unallocated funds
					FY22 LTP RB			
TBD	TBD						$ 5,000,000.00	Unallocated funds
					FY22 LTP GF			
TBD	TBD						$ 7,000,000.00	Unallocated funds
					FY23 LTP GF OR ADDITIONAL CIP			
TBD	TBD						$ 1,745,361.00	Unallocated funds
					FY23 FIF (O&M)			
TBD							$ 850,000.00	Funds not available for use, grant match only

CAPITAL IMPROVEMENT PLAN 2023

Item #	Year Proj. needs Funding	PROJECT	Dept. Priority	Total Cost	Approved	CIP	CO	LTP or CIP	TAN
		EMERGENCY SERVICES		**$ 7,860,000**					
0120	2015	M42 Taylor Ambulance Station (Move out of flood plain)	1	$ 1,600,000					
0193	2022	Comprehensive Flood Monitoring System	4	$ 5,000,000					
0196	2022	Security Fence Upgrade for ESOC	3	$ 510,000					
0198	2022	ESOC Audio-Visual repair and enhancements	2	$ 750,000					
		INFORMATION TECHNOLOGY SERVICES		**$ 13,000,000**					
0220	2025	ERP Purchase/Upgrade	2	$ 5,000,000					
0233	2024	Public Safety Software Enhancement/Replacement	1	$ 8,000,000					
		PARKS		**$ 19,270,626**					
0382	2018	EXPO Center - Electronic Events Sign	10	$ 325,000					
0384	2019	EXPO Center - North Access Road from Bill Pickett Trail	9	$ 400,000					
0396	2023	EXPO Center - Group Pavilions	8	$ 420,000					
0397A	2023	EXPO Center - West Arena Option A	7A	$ 9,600,000					
0397B	2023	EXPO Center - West Arena Option B	7B	$ 6,990,626					
0393	2022	Regional Park - 400 Meter Track Repairs	6	$ 330,000					
0395	2022	Regional Park - Renovate Restroom Building	1	$ 120,000					
0398 A	2023	Parks Light-Structure System Retrofit - Energy Upgrade: Fields 6-9	2	$ 460,000					
0398 B	2023	Parks Light-Structure System Retrofit - Energy Upgrade: Softball Fields	4	$ 335,000					
0398 C	2023	Parks Light-Structure System Retrofit - Energy Upgrade: Tennis Courts	3	$ 200,000					
0398 D	2023	Parks Light-Structure System Retrofit - Energy Upgrade: Basketball Courts	5	$ 90,000					
		CENTRAL MAINTENANCE		**$ 9,670,000**					
4011	2019	Fleet Parts Room expansion	2	$ 1,250,000					
4029	2019	Fleet Heavy Equipment Shop	3	$ 7,500,000					
4115	2023	Fleet Shop Addition	1	$ 920,000					
		BUILDINGS		**$ 1,545,000**					
1001	2023	ESOC Data Center CRAC Unit Design & Install	2	$ 445,000					
4097	2021	Demo of North Addition Structure at Historic Jail	3	$ 325,000					
4118	2023	Jester Annex HVAC System Design & Install	1	$ 775,000					
		SHERIFF'S OFFICE / CORRECTIONS		**$ 18,760,000**					
4094	2021	SO - Placeholder for SO HQ Changes per MasterPlan	6	$ 4,000,000					
0459	2018	SO - Secure HQ parking with new gates / window screens	7	$ 500,000					
4030	2019	SO - Front Reception Windows - Data	2	$ 65,000					
4031	2019	SO - Front Reception Windows - Warrants	1	$ 65,000					
4033	2019	Jail - Jail Design and Construction - fourth floor buildout	5	$ 12,000,000					
4082	2020	Jail-Covering Recreational Yards-Design Only	8	$ 50,000					
0468	2018	SOTC - Driving Track and Skid Pad at Firearms Range for training	9	$ 1,500,000					
4116	2023	SOTC - Remodel Range Training Pavilion	4	$ 430,000					
4092	2021	Jail - North & South Docking Stations for Generators	3	$ 150,000					
		JUSTICE CENTER		**$ 1,625,000**					
4048	2024	Justice Center-Design for Remodel at Basement for Future Vacated Space	2	$ 850,000					
4117	2023	Justice Center-North Roof Replacement	1	$ 775,000	$ 775,000	$ 775,000			
		JUVENILE JUSTICE CENTER		**$ 180,000**					
4119	2023	Juvenile Justice Center - Shower Renovation	1	$ 180,000					
		EXISTING PROJECTS / UNFUNDED COMPONENTS		**$ 1,700,000**					
P595	2023	New District/County AG Court	1	$ 500,000	$ 500,000	$ 500,000			
P572	2023	SO-Gym Improved Air Quality	2	$ 1,200,000					
		ADDED DURING DISCUSSION		**$ -**					

Notes: This is a continually growing document with estimated costs at time of request.
Reported as of September 13, 2022

TOTAL COUNT	37	**$ 73,610,626**	$ 1,275,000	$ 1,275,000	$ -	$ -	$ -
Available Funds to Allocate:			$ 90,229,809	$ 17,882,581	$ 6,544	$ 1,745,361	$ 70,595,323
Remaining Balance:			$ 88,954,809	$ 16,607,581	$ 6,544	$ 1,745,361	$ 70,595,323

Meeting Date: 09/20/2022
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 332
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 Bud Stockton Extension.
g) Discuss the acquisition of real property for CR 305/307.
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 right-of-way for Hero Way.
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 right of way for Corridor E.
v) Discuss acquisition of right of way for County Road 245.
w) Discuss acquisition of right of way for CR 401/404.
x) Discuss acquisition of right of way for Liberty Hill Bypass.

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	09/15/2022 08:56 AM
Form Started By: Charlie Crossfield		Started On: 09/14/2022 02:13 PM
Final Approval Date: 09/15/2022		

Commissioners Court - Regular Session **59.**

Meeting Date: 09/20/2022

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
h) Project Crystal Lagoon
i) Project Phantom
j) Project World
k) Project Mellencamp

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	09/15/2022 08:56 AM
Form Started By: Charlie Crossfield		Started On: 09/14/2022 02:13 PM
Final Approval Date: 09/15/2022		

Commissioners Court - Regular Session **64.**

Meeting Date: 09/20/2022

Correction to Minutes 8.30.22

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to correct the minutes for Item No. 41 of the Regular Session of the Williamson County Commissioners Court on Tuesday, August 30, 2022 to reflect the motion as it was read aloud and adopted by a record vote, which was as follows: **To include a record vote and adopt a Tax Rate of $0.375608, which is effectively a 10.06% increase in the Tax Rate; being comprised of the following rates: a Maintenance and Operations Fund Tax Rate of 20.4216 cents per $100.00 of valuation; a Debt Service Fund Tax Rate of 13.39 cents per $100.00 of valuation; and a Road and Bridge Fund Tax Rate of 3.7492 cents per $100.00 of valuation.**

Background

The motion was read using rates in cents as opposed to rates in dollars ("**20.4216 cents per $100.00"** instead of "**$0.204216 per $100.00") for the three separate rates that make up the total tax rate**. The total tax rate was read using a rate in dollars (**$0.375608).** This item will correct the minutes to reflect the actual motion as read and adopted.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	09/16/2022 04:22 PM
Form Started By: Becky Pruitt		Started On: 09/16/2022 04:21 PM
Final Approval Date: 09/16/2022		