NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
October 25, 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 – 30)

3. Discuss, consider and take appropriate action to move money in the budget for Dept. 385 for bilingual pay because that is where the person is paid from and not the general fund of the County Clerk's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0385-0385-004550	Imaging & Microfilming	$711.73
To	0385-0385-001914	Bilingual Stipend	$577.00
To	0385-0385-002010	FICA	$44.14
To	0385-0385-002020	Retirement	$90.59

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

5. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) 2013 Ford Taurus Vin #6938, pursuant to Tx. Local Gov't Code 263.152.

6. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including one (1) 2011 Ford Escape VIN #9357, one (1) 2014 Chevrolet Tahoe VIN #4463 and one (1) 2000 Dodge Caravan VIN #6552, pursuant to Tx. Local Gov't Code 263.152.

7. Discuss, consider and take appropriate action to approve Justice of The Peace, Pct. 1, September 2022 Monthly Report, in compliance with Code of Crim Proc.§103.005.

8. Discuss, consider and take appropriate action regarding the appointment of Frank Saenz to the Bluebonnet Trails Community Services Board of Trustees for a period from September 1, 2022 through August 31, 2024.

9. Discuss, consider, and take appropriate action authorizing the County Judge to submit a request to the federal domain registrar seeking the reservation and a policy exception for a .gov domain name for Williamson County.

10. Discuss, consider and take appropriate action on approving the Annual Maintenance Agreement #202332, for Infax, Inc. and Williamson County for the Electronic Docket Display System(s) covering term of October 1, 2022 – September 30, 2023, in the amount of $12,000.00, and authorizing execution of the agreement exempting this Purchase from competitive bidding requirements under Texas Local Government Code 262.024. (7)(D) captive replacement parts or components for equipment.

11. Discuss, consider and take any appropriate action regarding termination of Master Service Agreement for Drug Information Management System (DIMS) software from Datagain for Veteran Services and DWI Drug Court and authorize County Judge to sign letter proving 30-day notice of termination.

12. Discuss, consider, and take appropriate action on approving the Agreement #202333 between Williamson County and FreeIt Data Solutions for the FreeIt Duo Access Subscription for a one (1) year term, for a total of $61,968.34, pursuant to DIR contract #DIR-CPO-4795, and authorizing the execution of this agreement.

13. Discuss, consider and take appropriate action on approving the agreement #202327, for the purchase of replacement tower lights for the Cedar Park tower from TWR Lighting, Inc. in the amount of $17,786.00, and authorizing execution of the agreement.

14. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Vending Machine Services: Beverages and Snacks for Williamson County, under RFP #23RFP9. Funding Source 01.0409.0000.37050.

15. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Electrical Infrastructure Maintenance & Installation Services under RFP #23RFP11. Funding Source is 01.0100.0509.4510

16. Discuss, consider and take appropriate action on allocating additional space for Veterans Affairs at Williamson County Taylor Annex, 412 Vance Street.

17. Discuss, consider and take appropriate action on a report from Chasco Constructors, Change Order No. 6 for the Williamson County Expo Center Improvements project for $175,733 and to extend substantial completion to May 9, 2023. Funding Source is P562.

18. Discuss, consider and take appropriate action on Change Order No 1 to contract number 21IFB21 for DIJ Construction Inc in the amount of -$30,438.20 for County Road Seal Coat FY22. Funding source: 01.0200.0210.003599.

19. Discuss, consider and take appropriate action on Supplemental Work Authorization No 6 to Work Authorization No 1 under Williamson County Contract between Atlas Technical Consultants, LLC and Williamson County dated April 23, 2020 for On Call Materials Testing and Geotechnical Engineering Services. This supplemental is to extend the expiration date to October 31, 2024 and increase the maximum amount payable to $280,000.00. Funding source: 01.0200.0210.004160.

20. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 4 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. This supplemental is to increase the maximum amount payable to $200,000.00 and to extend the expiration date to July 31, 2024. Funding source: 01.0777.0200.009007.

21. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 3 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. This supplemental is to increase the maximum amount payable to $140,000.00 and to extend the expiration date to July 31, 2024. Funding source: 01.0200.0210.004100.

22. Discuss, consider and take appropriate action on a temporary construction easement with Billy and Lou Biar Management Trust for excavating, filling, grading and installing a cross culvert on CR 426 in Precinct 4.

23. Discuss, consider and take appropriate action on authorizing the extension of Contract #22IFB31 Rubber Asphalt Crack Sealer, renewal option period 1, for the same terms and conditions as the existing contract, but with a price increase of 19% from $15.29 to $18.30 pounds per box, per attached documentation and spreadsheet, with Crafco, Inc., for the 12-month term of 12/06/2022 – 12/06/2023.

24. Discuss, consider and take appropriate action on approving the extension of Crushed Granite Contract #T2164, renewal option period 2, for the same terms and conditions as the existing contract (per attached spreadsheet), with Statewide Materials Transport Ltd., for the 12-month term of 12/22/22 – 12/22/23.

25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Fall 2022 Fog Seal (Cul-De-Sacs) for Road and Bridge Department under IFB #23IFB10.

26. Discuss, consider, and take appropriate action on approving the purchase of OpenRoads Designer Select Subscription #202338, from Bentley Systems, in the amount of $15,802.56, and exempting this purchase from the competitive bidding requirement under Texas Local Government Code 262.024(a)(7)(A) (Items for which competition is precluded because of the existence of patents, copyrights, secret processes and monopolies).

27. Discuss, consider, and take appropriate action on approving the purchase of one (1) John Deere 5100E CAB FT4 12 Speed Tractor and two (2) John Deere FC15R Flex Wing Rotary Cutters in the amount of $122,323.15, from United AG & Turf pursuant to Sourcewell Contract #110719-JDC.

28. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for 23IFB8 Corridor H – Sam Bass Construction. Funding Source: P462.

29. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for FM 973 from 1660 to US 79 (Carlos G Parker Blvd,) under RFQ #23RFSQ3. Funding Source is Long Range Transportation Plan.

30. Discuss, consider and take appropriate action on approval of the final plat for Santa Rita Ranch Phase 1 Section 23 subdivision being signed and certified by the Engineer and Surveyor on October 11, 2022 – Precinct 2.

REGULAR AGENDA

31. Discuss and acknowledge an update from Judge Stacey Mathews and partners on the Williamson County Transformative Justice Program.

32. Discuss, consider and take appropriate action on a proclamation recognizing October 26, 2022 as Christi Center Day in celebration of its 35 years of supporting central Texans in grief.

33. Discuss, consider and take appropriate action on a Contract in the Public Interest Between Williamson County and the Williamson County Economic Development Partnership, Inc. to support and develop economic development efforts, goals, objectives and services that will benefit Williamson County, Texas.

34. Discuss, consider, and take appropriate action on Addendum to LESO Program State Plan of Operation (SPO).

35. Discuss, consider and take appropriate action on approving Blanket Requisition #130156 for annual EMS personnel uniform purchases from GT Distributors, Inc., in the amount of $52,000.00, as per BuyBoard Contract #603-20.

36. Discuss, consider and take appropriate action on approving Blanket Requisition #130091 in the amount of $300,000 as per OMNIA contract #R211101 with Fleetcor dba/Fuelman for fuel card purchases.

37. Discuss, consider, and take appropriate action approving the Statements of Work (SOW) #202326 for the annual Support and Maintenance for Radio Communications Systems with Motorola Solutions, totaling $1,391,879.23, pursuant to HGAC Contract #RA05-21, and authorizing the purchase.

38. Discuss, consider, and take appropriate action on approving the renewal agreement #202331 between Williamson County and Carahsoft Technology Corp. for the ServiceNow Maintenance for a total amount of $138,351.00, pursuant to GSA contract #47QSWA18D008F, and authorize the execution of the renewal.

39. Discuss, consider, and take appropriate action of approving the agreement #202317 between ESRI and Williamson County for the Small Municipal and County Government Enterprise Agreement (SGEA), for a total of $495,000.00, for a three (3) year term, and exempting this purchase under the Texas Local Government Code Section 262.024(a)(7)(D) Discretionary Exemptions captive replacement parts or components for equipment.

40. Discuss, consider and take appropriate action on approving the annual support and maintenance agreement #202339, for Odyssey Judicial and Jail Software with Tyler Technologies in the amount of $466,194.21 pursuant to Sourcewell cooperative contract #090320 TTI.

41. Discuss, consider, and take appropriate action on approving the annual bulk purchase for budgeted computers and equipment from Dell Technologies, for a total not to exceed $510,406.81, pursuant to the DIR contract #DIR-TSO-3763.

42. Receive the October 2022 Construction Summary Report and PowerPoint Presentation.

43. Discuss, consider and take appropriate action to approve the revised Fleet Management Policy Manual.

44. Discuss, consider, and take appropriate on awarding IFB #22IFB144 Hydrated Lime Slurry to the lowest and best bidder, Austin White Lime Company, Ltd and Yellowstone Industries.

45. Discuss, consider, and take appropriate action on approving the allocation of $12,000,000 ($7,000,000 from the General Fund budget and $5,000,000 from the Road & Bridge Budget) for the Transportation Corridor Program. From the General Fund, $2,800,000 will be allocated to P601 (FM 973 Corridor Planning, FM 1660 to Carlos G. Parker) and $4,200,000 will be allocated to P463 (Southeast Corridor). The $5,000,000 from the Road & Bridge fund will be allocated to P457 (LTP ROW).

46. Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer per Mike Weaver, Road Bond Manager, to transfer $1,000,000 from P399 (2019 Road Bond Non-Departmental) to P390 ((CR 401/CR 404 Improvements).

47. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the RM 2243 (183A to SW Bypass) contract between Williamson County and BGE, Inc. relating to the 2019 Road Bond Program.
Project: P326 Funding Source: Road Bonds

48. Discuss and take appropriate action on a real estate contract with 3349 Land Group, LLC for 21.341 acres of ROW needed for the County Road 404 Realignment project. (Parcel 19) Funding Source: Road Bonds P#391

49. Discuss, consider and take appropriate action on an Interlocal Agreement with The City of Georgetown for completing design services and construction related to relocation of Georgetown water line improvements along County Road 258. Road Bonds P277

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)."

50. 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.

51. 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

52. 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-00049-LY; 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 v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas, and related lawsuits
3. Civil Action No. 1:20-cv-00842-RP; 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-00074-LY; 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-LY; 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-RP; Imani Nembhard v. Williamson County, Texas, Robert Chody, and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:21-cv-00480-RP; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:21-cv-00481-LY; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
11. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
12. Civil Action No. 1:21-cv-00834-RP; Skylar Leal v. Williamson County, Texas and Lorenzo Hernandez Jr.; In the United States District Court for the Western District of Texas, Austin Division
13. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
14. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. 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
16. Cause No. D-1-GN-22-002186; Chauncy Williams v. Williamson County Attorney's Office Victim Service's Division; 98th Judicial District Court of Travis County, Texas
17. 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, et al.; In the 368th Judicial District Court of Williamson County, Texas
18. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
19. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas
20. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
21. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
22. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin v. 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 relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
4. 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.
5. Legal matters pertaining to DM Medical Billings, LLC

53. 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).

54. 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).

55. 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)

56. Discuss and take appropriate action concerning economic development.

57. Discuss and take appropriate action concerning real estate.

58. 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.

b. Litigation:

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2. Cause No. 19-0850-C368; County of Williamson v. Purdue Pharma, LP, et al.; In the 368th Judicial District Court of Williamson County, Texas, and related lawsuits
3. Civil Action No. 1:20-cv-00842-RP; 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-00074-LY; 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-LY; 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-RP; Imani Nembhard v. Williamson County, Texas, Robert Chody, and Christopher Pisa; In the United States District Court for the Western District of Texas, Austin Division
8. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:21-cv-00480-RP; Gloria Cowin, Individually and on behalf of the Estate of Patrick Dupre v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
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13. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
14. Cause No. 22-0916-C368; Chris Noel Carlin v. Christopher Davis and Williamson County; In the 368th Judicial District Court of Williamson County, Texas
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17. 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, et al.; In the 368th Judicial District Court of Williamson County, Texas
18. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
19. Cause No. 22-1152-C425; Catherine Johnston v. Bill Gravell, Williamson County Judge, et al.; In the 425th Judicial District Court of Williamson County, Texas
20. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
21. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
22. Cause No. 3SC-22-0147; Debora Garcia-Valentin and Ariel Valentin v. 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 relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
3. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
4. 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.
5. Legal matters pertaining to DM Medical Billings, LLC

59. 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.

60. Comments from Commissioners.

61. 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 20th day of October 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: 10/25/2022

Move money in 385 for Bilingual pay CC

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

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to move money in the budget for Dept. 385 for bilingual pay because that is where the person is paid from and not the general fund of the County Clerk's office.

Background

To move money in order to pay an employee who speaks Spanish, French and Japanese for bilingual pay stipend.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0385-0385-004550	Imaging & Microfilming	$711.73
To	0385-0385-001914	Bilingual Stipend	$577.00
To	0385-0385-002010	FICA	$44.14
To	0385-0385-002020	Retirement	$90.59

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/13/2022 03:14 PM
Budget Office	Sarah Crain	10/13/2022 03:55 PM
Form Started By: Nancy Rister		Started On: 10/13/2022 01:37 PM
Final Approval Date: 10/13/2022		

Commissioners Court - Regular Session **4.**

Meeting Date: 10/25/2022

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	10/19/2022 04:56 PM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:31 AM
Human Resources (Originator)	Kayla Marek	10/20/2022 11:56 AM
Human Resources (Originator)	Kayla Marek	10/20/2022 12:16 PM
Form Started By: Kayla Marek		Started On: 10/19/2022 04:48 PM
Final Approval Date: 10/20/2022		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Facilities Management	General Maintenance Tech I.0238.001100.	15812	$38,624.26	$1,158.73	3.00	$39,782.99	--	MERIT	10/14/2022
Animal Services	Animal Care Specialist.0203.001100.	16122	$31,507.08	$630.14	2.00	$32,137.22	--	MERIT	10/28/2022
County Clerk Judicial	Division Supervisor.0665.001100.	16086	$65,566.96	$655.67	1.00	$66,222.63	--	MERIT	10/28/2022
Commissioners Court	Multi-Media Specialist.1947.001100.	16175	$62,716.29	$1,881.49	3.00	$64,597.78	--	MERIT	10/28/2022
Corrections	Administrative Specialist.0326.001100.	11772	44,126.04	$2,206.30	5.00	$46,332.34	--	MERIT	10/14/2022

				(TO)	(FROM)	
entity	fund	dept	object	dr	cr	
01	0100	0509	001100	1,158.73		
01	0100	0509	001130		1,158.73	
01	0545	0545	001100	630.14		
01	0545	0545	001130		630.14	
01	0100	0404	001100	655.67		
01	0100	0404	002010	50.16		
01	0100	0404	002020	102.94		
01	0100	8002	001130		655.67	
01	0100	8002	002010		50.16	
01	0100	8002	002020		102.94	
01	0100	0401	001100	1,881.49		
01	0100	0401	002010	143.93		
01	0100	0401	002020	295.39		
01	0100	8001	001130		1,881.49	
01	0100	8001	002010		143.93	
01	0100	8001	002020		295.39	
01	0100	0570	001100	2,206.30		PCN 0326 Correction to spreadsheet
01	0100	0570	002010	168.78		PCN 0326 Correction to spreadsheet
01	0100	0570	002020	346.39		PCN 0326 Correction to spreadsheet
01	0100	8003	001130		2,206.30	PCN 0326 Correction to spreadsheet
01	0100	8003	002010		168.78	PCN 0326 Correction to spreadsheet
01	0100	8003	002020		346.39	PCN 0326 Correction to spreadsheet
01	0100	0576	001130	1,676.07		PCN 1153 Reversing merit on original file due to staffing changes
01	0100	0576	001100		1,676.07	PCN 1153 Reversing merit on original file due to staffing changes
01	0100	0576	001130	1,606.50		PCN 1035 Reversing merit on original file due to staffing changes
01	0100	0576	001100		1,606.50	PCN 1035 Reversing merit on original file due to staffing changes
01	0100	0477	001130	1,695.60		PCN 1792 Reversing merit on original file due to staffing changes
01	0100	0477	001100		1,695.60	PCN 1792 Reversing merit on original file due to staffing changes
01	0100	0576	001130	1,765.67		PCN 1116 Term prior to merit allocation
01	0100	0576	001100		1,765.67	PCN 1116 Term prior to merit allocation
01	0200	0210	001130	1,473.00		PCN 1559 Term prior to merit allocation
01	0200	0210	001100		1,473.00	PCN 1559 Term prior to merit allocation

Commissioners Court - Regular Session **5.**

Meeting Date: 10/25/2022

Assets for Transfer 10.25.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer including One (1) 2013 Ford Taurus Vin #6938, pursuant to Tx. Local Gov't Code 263.152.

Background

Mutually agreed upon transfer. The vehicle was transferred in September 2020. The original VSC record was inadvertently deleted and a new VSC form was submitted at the request of Malea Schmitt. Please see the attachment for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Assets for Transfer 10.25.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 09:11 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:25 AM
Form Started By: Mary Watson		Started On: 10/19/2022 08:52 AM
Final Approval Date: 10/20/2022		

Vehicle Status Change

Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	553 - Constable Pct 3
County VIN/Serial Number	1FAHP2M87DG116938
Equipment/Door Number	3A1306
License Plate	BBD1969
Year	2013
Make	FORD
Model	TAURUS
Comments (mileage, mechanical issues, other info)	MUTUALLY AGREED UPON TRANSFER. VEHICLE WAS TRANSFERRED IN SEPT 2020. ORIGINAL VSC RECORD INADVERTENTLY DELETED. NEW VSC FORM SUBMITTED AT REQUEST OF MELEA SCHMITT.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Julie Kiley 10/12/2021 4:25 PM
Receiving Department	576 - Juvenile Services
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Transfer
Fleet Comments	Transfer from Constable Pct 3 to Juvenile Services
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 10/12/2021 3:54 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 10/12/2021 4:22 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Nancy Schiller 10/18/2022 9:54 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 10/18/2022 2:55 PM

Commissioners Court - Regular Session **6.**

Meeting Date: 10/25/2022

Assets for Auction 10.25.22

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including one (1) 2011 Ford Escape VIN #9357, one (1) 2014 Chevrolet Tahoe VIN #4463 and one (1) 2000 Dodge Caravan VIN #6552, pursuant to Tx. Local Gov't Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Assets for Auction 10.25.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 09:11 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:25 AM
Form Started By: Mary Watson		Started On: 10/19/2022 08:58 AM
Final Approval Date: 10/20/2022		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	503 - Information Systems
County VIN/Serial Number	1FMCU0D71BKA99357
Equipment/Door Number	IB1106
License Plate	1110185
Year	2011
Make	Ford
Model	Escape
Comments (mileage, mechanical issues, other info)	101,507.4 mileage - AC not functional
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Tammy McCulley 3/3/2022 8:23 AM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/3/2022 2:07 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/4/2022 7:54 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 10/18/2022 9:55 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 10/18/2022 3:00 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	540 - EMS
County VIN/Serial Number	1GNLC2E05ER194463
Equipment/Door Number	EB1471
License Plate	1175616
Year	2014
Make	CHEVY
Model	TAHOE
Comments (mileage, mechanical issues, other info)	CURRENT MILEAGE AS OF 4/11/2022 IS 132225
Elected Official/Department Head/Authorized Staff Digital Signature2	✔ Mike Knipstein 7/8/2022 12:53 PM
Receiving Department Signature2	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 5/9/2022 10:41 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 4/13/2022 1:34 PM
Auditor's Authorized Employee Digital Signature	✔ Nancy Schiller 10/18/2022 9:59 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 10/18/2022 3:10 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1B4GP44G5YB806552
Equipment/Door Number	SC0062
License Plate	1171332
Year	2000
Make	Dodge
Model	Caravan
Comments (mileage, mechanical issues, other info)	Van was donated to the SO but is not being utilized, battery has to be jumped/replaced constatly because of no use. Dashboard is cracked and has holes, body is dinged up and gouged. 56,936 mi.
Elected Official/Department Head/Authorized Staff Digital Signature2	✓ Pat Erickson 1/5/2022 4:50 PM
Receiving Department Signature2	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 1/6/2022 7:47 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 10/19/2022 8:41 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Nancy Schiller 10/18/2022 10:02 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 10/19/2022 8:46 AM

Commissioners Court - Regular Session **7.**

Meeting Date: 10/25/2022

Justice of The Peace 1 SEPTEMBER Monthly Report

Submitted For: KT Musselman **Submitted By:** Geneva Salazar, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of The Peace, Pct. 1, September 2022 Monthly Report, in compliance with Code of Crim Proc.§103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SEPTEMBER_2022_EOM_REPORT_JP1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:32 AM
Form Started By: Geneva Salazar		Started On: 10/20/2022 06:57 AM
Final Approval Date: 10/20/2022		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of The Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of September, 2022.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 19 **day of** October **2022 to certify which witness my hand and seal of office.**

GENEVA P. SALAZAR
Notary Public, State of Texas
Comm. Expires 03-14-2024
Notary ID 124621105

NOTARY PUBLIC
in and for the State of Texas

CRIMINAL SECTION

Court JP1	Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month September Year 2022	Non-Parking	Parking	County Ordinance	Penal Code	Other State Law	County Ordinance
1. Total Cases Pending First of Month:	2239	41	0	107	95	6
a. Active Cases	1948	41	0	106	77	6
b. Inactive Cases	291	0	0	1	18	0
2. New Cases Filed	86	6	0	6	1	0
3. Cases Reactivated	1	0	0	0	0	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	2035	47	0	112	78	6
6. Dispositions Prior to Court Appearance or Trial:						
a. Uncontested Dispositions *(Disposed without appearance before a judge (CCP Art. 27.14))*	51	3	0	8	0	0
b. Dismissed by Prosecution	7	0	0	0	0	0
7. Dispositions at Trial:						
a. Convictions						
1) Guilty Plea or Nolo Contendere	0	0	0	0	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	1	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course *(CCP, Art. 45.0511)*	27					
b. After Deferred Disposition *(CCP, Art. 45.051)*	12	1	0	3	0	0
c. After Teen Court *(CCP, Art. 45.052)*	0	0	0	0	0	0
d. After Tobacco Awareness Course *(HSC, Sec. 161.253)*					0	
e. After Treatment for Chemical Dependency *(CCP, Art. 45.053)*				0	0	
f. After Proof of Financial Responsibility *(TC, Sec. 601.193)*	1					
g. All Other Transportation Code Dismissals	10	0	0	0	0	0
9. All Other Dispositions	2	0	0	0	1	0
10. Total Cases Disposed	111	4	0	11	1	0
11. Cases Placed on Inactive Status	4	0	0	0	0	0
12. Total Cases Pending End of Month:	2214	43	0	102	95	6
a. Active Cases *(Equals Line 5 minus the sum of Lines 10 & 11)*	1920	43	0	101	77	6
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 11)*	294	0	0	1	18	0
13. Show Cause Hearings Held	67	0	0	0	5	0
14. Cases Appealed						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

CIVIL SECTION

Court JP1 Month September Year 2022	Debt Claim	Landlord/Tenant	Small Claims
1. Total Cases Pending First of Month:	1063	160	243
a. Active Cases	1062	160	243
b. Inactive Cases	1	0	0
2. New Cases Filed	108	186	27
3. Cases Reactivated	0	0	0
4. All Other Cases Added	0	0	0
5. Total Cases on Docket *(Sum of Lines 1a, 2, 3 & 4)*	1170	346	270
DISPOSITIONS			
6. Default Judgments	28	30	2
7. Agreed Judgments	3	0	0
8. Trial/Hearing by Judge/Hearing Officer	5	47	5
9. Trial by Jury	0	0	0
10. Dismissed for Want of Prosecution	1	4	12
11. Non-suited or Dismissed by Plaintiff	30	99	3
12. All Other Dispositions	0	0	0
13. Total Cases Disposed *(Sum of Lines 6 through 12)*	67	180	22
14. Cases Placed on Inactive Status	0	0	0
15. Total Cases Pending End of Month:	1104	166	248
a. Active Cases *(Equals Line 5 minus the sum of Lines 13 & 14)*	1103	166	248
b. Inactive Cases *(Equals Line 1b minus Line 3 plus Line 14)*	1	0	0
16. Cases Appealed:			
a. After Trial	0	5	1
b. Without Trial	0	1	0

JUVENILE/MINOR ACTIVITY

Court JP1	
Month September **Year** 2022	**Total**
1. Transportation Code Cases Filed	1
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed *(HSC, Ch. 481)*	0
5. Tobacco Cases Filed *(HSC, Sec. 161.252)*	0
6. Truancy Conduct Cases Filed *(Family Code, Sec. 65.003(a))*	2
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed *(Local Govt. Code, Sec. 341.905)*	0
9. All Other Non-Traffic Fine-Only Cases Filed	0
10. Transfer to Juvenile Court: a. Mandatory Transfer *(Fam. Code, Sec. 51.08(b)(1))*	0
b. Discretionary Transfer *(Fam. Code, Sec. 51.08(b)(2))*	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct) *(CCP, Art. 45.050(c)(1))*	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges) *(CCP, Art. 45.050(c)(2))*	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified *(Fam. Code, Sec. 51.095)*	0
14. Detention Hearings Held *(Fam. Code, Sec. 54.01)*	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed *(Ed. Code, Sec. 25.093)*	0

ADDITIONAL ACTIVITY

Court JP1		NUMBER REQUESTS FOR COUNSEL
Month September **Year** 2022	**NUMBER GIVEN**	
1. Magistrate Warnings: a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	0	0
c. Felonies	0	0
		TOTAL
2. Arrest Warrants Issued: a. Class C Misdemeanors		4
b. Class A and B Misdemeanors		0
c. Felonies		0
3. Capiases Pro Fine Issued		8
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed *(CCP, Art. 18.05)*		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		0
9. Magistrate's Orders for Ignition Interlock Device Issued *(CCP, Art. 17.441)*		0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
11. Driver's License Denial, Revocation or Suspension Hearings Held *(TC, Sec. 521.300)*		0
12. Handgun License Denial, Revocation or Suspension Hearings Held *(Govt. Code, Sec. 411.180)*		0
13. Disposition of Stolen Property Hearings Held *(CCP, Ch. 47)*		0
14. Peace Bond Hearings Held		0
15. Inquests Conducted		19
16. Cases in Which Fine and Court Costs Satisfied by Community Service: a. Partial Satisfaction		0
b. Full Satisfaction		2
17. Cases in Which Fine and Court Costs Satisfied by Jail Credit		8
18. Cases in Which Fine and Court Costs Waived for Indigency		1
19. Amount of Fines and Court Costs Waived for Indigency		$54
20. Fines, Court Costs and Other Amounts Collected: a. Kept by County		$42992
b. Remitted to State		$6600
c. Total		$49592

Payment Report - Transaction/Adjustment Detail

Transaction Date: **09/01/2022 - 09/30/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Final Totals			
Total Payments		**Fee Totals**	**Transaction Totals**
Total Adjustments Impacting Payments		**51,042.50**	**51,042.50**
Final Fee Code Totals		**(286.00)**	**(286.00)**
Tender Method Summary		**50,756.50**	**50,756.50**
Tender Types	Cash	3,013.00	3,013.00
	Check	3,655.00	3,655.00
	Credit Card	7,771.10	7,771.10
	E-File Credit Card	28,562.00	28,562.00
	Money Order	1,008.50	1,008.50
	Over-the-counter Credit Card	7,032.90	7,032.90

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2022 - 09/30/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	69.77
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-1-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	(15.00)
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	180.19
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	9,624.26
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	22,580.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	35.74
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	156.22
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	6,773.88
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	6.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	957.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-9999999999999: Liability Place Holder	865.88
	0100 - General Fund Total:	**41,233.94**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	21.12
	0360 - Courthouse Security Fund Total:	**21.12**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	7.05
	0361 - JP Security Fund Total:	**7.05**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	103.70
	0365 - Child Safety Fund Total:	**103.70**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,595.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,595.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	28.15
	0372 - Justice Court Technology Fund Total:	**28.15**

Payment Report - G/L and Fund Summary

Transaction Date: **09/01/2022 - 09/30/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	35.19
	0373 - JP-1 Truancy Program Fund Total:	**35.19**
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	12.08
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	281.55
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	3,648.55
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	693.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	28.15
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	42.23
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	81.90
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	1.94
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,743.77
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	14.08
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	50.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
	0399 - State Agency Fund Total:	**6,622.35**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	1,110.00
	JP BOND Total:	**1,110.00**
	Fee Totals for All Funds:	**50,756.50**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2022 - 09/30/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFAPD	Arrest Fee - Austin PD 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	35.74	9	0.00	0	0.00	0	35.74	9
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	76.90	17	0.00	0	0.00	0	76.90	17
2020AFRRPD	Arrest Fee - Round Rock PD CCP 102. 011(a)(1),102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	172.14	39	0.00	0	0.00	0	172.14	39
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	3,648.55	67	0.00	0	0.00	0	3,648.55	67
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)	121.48	14	0.00	0	0.00	0	121.48	14
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	865.88	70	0.00	0	0.00	0	865.88	70
2020LTF	Local Traffic Fine (TC 542.403)	104.62	38	0.00	0	0.00	0	104.62	38
2020STF	State Traffic Fine (TC 542.4031)	1,743.77	38	0.00	0	0.00	0	1,743.77	38
2020TPF	Time Payment Fee CCP 102.030	156.22	15	0.00	0	0.00	0	156.22	15
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
ADMIN	Administration Fee [CCP 102.072]	6.00	3	0.00	0	0.00	0	6.00	3
AFACC	Arrest Fee - Austin Community College	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	30.19	7	0.00	0	0.00	0	30.19	7
CB	Cash Bond	1,110.00	3	0.00	0	0.00	0	1,110.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	281.55	8	0.00	0	0.00	0	281.55	8
CCOP	Civil Copies	3.00	3	0.00	0	0.00	0	3.00	3
CERT	Certified Copy	6.00	2	0.00	0	0.00	0	6.00	2
CFINE	County Fine	6,889.88	63	0.00	0	(116.00)	1	6,773.88	64
CHS	Courthouse Security Fee (CCP 102.017)	21.12	8	0.00	0	0.00	0	21.12	8
CHSJC	JP Security Fee (CCP 102.017)	7.05	8	0.00	0	0.00	0	7.05	8
COLLFEE	Collection Agency Fee	69.77	2	0.00	0	0.00	0	69.77	2
CONT1	Constable Service Fee Pct #1	17,780.00	201	0.00	0	0.00	0	17,780.00	201
CRFEEOVER	Criminal Overpayment Fee	0.00	0	0.00	0	(15.00)	1	(15.00)	1
CSSF	Child Safety School Fee (CCP 102.014(c))	103.70	6	0.00	0	0.00	0	103.70	6
DDF	Deferred Disposition Fee	873.90	8	0.00	0	0.00	0	873.90	8

Payment Report - Fee Code Summary

Transaction Date: **09/01/2022 - 09/30/2022** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
IDF	Indigent Defense Fee (LGC 133.107)	14.08	8	0.00	0	0.00	0	14.08	8
JCTF	Justice Court Technology Fee (CCP 102.0173)	28.15	8	0.00	0	0.00	0	28.15	8
JFR	Jury Reimbursement Fee (CCP 102.0045)	28.15	8	0.00	0	0.00	0	28.15	8
JTP	Juvenile Truancy Program (CCP 102.0174)	35.19	8	0.00	0	0.00	0	35.19	8
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	6.04	7	0.00	0	0.00	0	6.04	7
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	6.04	7	0.00	0	0.00	0	6.04	7
JURY	Jury Fee	88.00	4	0.00	0	0.00	0	88.00	4
JUSFC	Judicial Support Fund - County (LGC 133.105)	4.22	8	0.00	0	0.00	0	4.22	8
JUSFS	Judicial Support Fund - State (LGC 133.105)	38.01	8	0.00	0	0.00	0	38.01	8
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,595.00	319	0.00	0	0.00	0	1,595.00	319
SB41JCSF	Justice Court Support Fund	7,975.00	319	0.00	0	0.00	0	7,975.00	319
SB41LAF	Language Access Fund - LGC 135.155	957.00	319	0.00	0	0.00	0	957.00	319
SB41SCF	State Consolidated Fee	693.00	33	0.00	0	0.00	0	693.00	33
SFMCWV	State Fine - Motor Carrier Weight Violation	50.00	1	0.00	0	0.00	0	50.00	1
STF	State Traffic Fee (TC 542.4031)	1.94	1	0.00	0	0.00	0	1.94	1
TPC	Time Payment Fee - County	12.50	1	0.00	0	0.00	0	12.50	1
TPS	Time Payment Fee - State	12.50	1	0.00	0	0.00	0	12.50	1
UFA	Uniform Traffic Act (TC 542.403)	0.12	1	0.00	0	0.00	0	0.12	1
WCSO	Williamson County Sheriff	150.00	3	0.00	0	0.00	0	150.00	3
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	160.00	33	0.00	0	(5.00)	1	155.00	34
WSF1	JP1 - Writ Service Fee	4,950.00	34	0.00	0	(150.00)	1	4,800.00	35

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	51,042.50	1,777	0.00	0	(286.00)	4	50,756.50	1,781

Commissioners Court - Regular Session **8.**

Meeting Date: 10/25/2022

BTCS Board of Trustees

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

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding the appointment of Frank Saenz to the Bluebonnet Trails Community Services Board of Trustees for a period from September 1, 2022 through August 31, 2024.

Background

Frank Saenz is the former lieutenant for the Williamson County Crisis Intervention Team (CIT). Frank is now working in healthcare with Dr. Henry Higgins. Mr. Saenz's background in mental health care and law enforcement, with his current career in medical care, will serve the County well on the Board of Trustees for Bluebonnet Trails Community Services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:34 AM
Form Started By: Rachel Rull		Started On: 10/20/2022 09:12 AM
Final Approval Date: 10/20/2022		

Commissioners Court - Regular Session **9.**

Meeting Date: 10/25/2022

wilcotx.gov Letter

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action authorizing the County Judge to submit a request to the federal domain registrar seeking the reservation and a policy exception for a .gov domain name for Williamson County.

Background

In order to obtain a .gov domain name for the County we need to request the reservation from the federal registrar. Staff is requesting wilcotx.gov, which would require a request for policy exception from the standard of williamsoncountytx.gov. As we are the only government agency in Texas, and indeed the nation, to use “Wilco” as an accepted abbreviation, we are asking for this variance that will make it easier for citizens to access our information via the internet. This is requested on behalf of Technology Services and Public Affairs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 12:04 PM
Form Started By: Richard Semple		Started On: 10/20/2022 11:52 AM
Final Approval Date: 10/20/2022		

Commissioners Court - Regular Session **10.**

Meeting Date: 10/25/2022

Approval of Electronic Docket Display System Annual Maintenance Agreement with Infax, Inc. for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Annual Maintenance Agreement #202332, for Infax, Inc. and Williamson County for the Electronic Docket Display System(s) covering term of October 1, 2022 – September 30, 2023, in the amount of $12,000.00, and authorizing execution of the agreement exempting this Purchase from competitive bidding requirements under Texas Local Government Code 262.024. (7)(D) captive replacement parts or components for equipment.

Background

This agreement supports the ongoing operations of the Williamson County Courts for the Electronic Docket Display System. The Infax, Inc. Court Solutions system was awarded through RFP #15RFP108 in 2015. Equipment was upgraded earlier in 2021. System platforms include the Electronic Digital Display System, the Electronic Public Notice Display System and the Electronic Informational Kiosk System. Legal, Contract Audit, IT and Budget have reviewed the agreement. The IT Department funding source is 01.0100.0503.004505 FY23. The department point of contact is Deanna Saucedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Infax, Inc. Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 08:05 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:19 AM
Form Started By: Mary Watson		Started On: 10/13/2022 11:41 AM
Final Approval Date: 10/20/2022		

Infax

5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

October 5, 2022

Ms. DeAnna Saucedo
Williamson County, Texas
710 Main Street, Suite 101
Georgetown, TX 78626

RE: Infax System Support

Dear Ms. Saucedo:

The current system support for the Electronic Docket System at Williamson County, TX expires 9/30/22. For the renewal period 10/1/22 – 9/30/23 the pricing will be $12,000. The new district courtroom will not be added until the period 10/1/23-9/30/24 (additional $700 annually).

The current pricing is based on no additional upgrades. Please let me know if you have any questions.

Sincerely,

Laurel Hill

Laurel Hill
Accounting Manager
lhill@infax.com

Infax

5900 Windward Parkway, Suite 525
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770.209.0671 Fax

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SYSTEM SUPPORT AGREEMENT-PREMIUM

Terms and Conditions

WHEREAS, Williamson County, TX (hereinafter, "CUSTOMER" and detailed in Exhibit 1) has purchased an **INFAX SYSTEM,** consisting of hardware and software; and WHEREAS, CUSTOMER desires INFAX INCORPORATED (hereinafter, "INFAX"), to provide system support (hereinafter, "SSA"); NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

1.SCOPE: INFAX will provide telephone and electronic assistance to help diagnose software and hardware problems with the system components covered by this SSA with a two-hour response time. Covered equipment includes INFAX provided equipment in service as of the date of this agreement. CUSTOMER will provide technical description of problem by telephone or electronic mail. CUSTOMER will designate two (2) authorized contact persons whose names are listed in Exhibit 1. CUSTOMER shall have the right to change the authorized customer spokespersons upon written notice to INFAX.

2. HARDWARE REPAIRS, REPLACEMENT AND SHIPPING: INFAX is not responsible for the cost of repairs, replacement or shipping of equipment. If required, INFAX will provide a cost estimate for each repair or replacement. Hardware will be covered by manufacturer's warranty.

3. CUSTOMER RESPONSIBILTIES: To receive support, CUSTOMER is responsible for complying with the following:

a. Confirm that the matter is not the result of damage caused by third parties. CUSTOMER understands that we are not responsible for damage caused by power failures, cut network or power cables and other such third party influence.
b. Data is backed up before beginning repairs. CUSTOMER understands that we are not responsible for any loss of software or data.
c. Maintaining updated virus definitions and operating system security patches. CUSTOMER understands that we are not responsible for damage caused by viruses, hacking and other such third party influence. If required, INFAX will provide a cost estimate to repair damage caused by such events.
d. System must be accessible to our technician. CUSTOMER is responsible for maintaining internet or dial-up access to system.

4. FEE: The annual fee for this SSA Agreement is $12,000. Additional system components purchased by the CUSTOMER following the effective date of this agreement may be added to this agreement by written amendment. The fee will be adjusted to include the additional system components based on the suggested list price of the system components in effect at the time the system components are added to this agreement. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. Such fees shall be paid annually in advance. All current fees must be paid in order for services to be rendered under this agreement.

5. LENGTH OF AGREEMENT: This agreement is for one year from the date of acceptance by INFAX; upon expiration of its initial term, INFAX at its option, may renew this agreement on a ninety day to ninety day basis at the prices, terms, and conditions then in effect.

6. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT: Should any invoice under this agreement be unpaid for more than 15 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any quarterly period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any annual invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the quarterly fee for the agreement in effect at the time of renewal plus a reinstatement fee equal to the difference between the price of the hardware at the time of the CUSTOMER's original agreement and that prevailing at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern,

has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, INFAX may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

7. INVOICING: The annual fee due hereunder shall be invoiced in advance with the payment due under this agreement prior to the rendering of any services hereunder.

8. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

9. GENERAL:
A. TAXES: CUSTOMER agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based on the service charges pursuant to this agreement.
B. EQUIPMENT OPERATORS: CUSTOMER shall provide trained equipment operators.
C. AVAILABILITY OF SERVICE: The services covered by this agreement are available only at locations within the United States and its possessions.
D. NOTICES: All notices provided for under this agreement shall be as follows: to CUSTOMER, at the billing address as shown in Exhibit 1; to INFAX at Corporate Office.
E. ASSIGNMENT: Customer cannot assign this agreement without the express written consent of INFAX.
F. HEADINGS: The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.
G. EFFECTIVE DATE: This agreement shall be effective upon written acceptance by INFAX at its corporate headquarters.
H. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS: Nothing in the contract relevant to this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
I. VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern
J. TEXAS LAW APPLICABLE TO IDEMNIFICATION: All indemnifications or limitations of liability or statutes of limitations shall be *to the extent authorized under Texas law* and shall follow Texas law without modifying the Customer's rights
K. TERMINATION FOR CONVENIENCE: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.
L. MEDIATION: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

10. TEXAS PROMPT PAYMENT ACT COMPLIANCE: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1

Infax
5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862
770.209.9925 Main
770.209.0671 Fax
Sales@Infax.com
www.Infax.com

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.

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

12. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABLILITY, OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.

13. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

14. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED:	**CUSTOMER:**
Signature:	Signature:
Name: Daniel L. McWilliams	Name:
Title: CFO	Title:
Date: 10/5/2022	Date:

Infax
5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862
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SYSTEM SUPPORT AGREEMENT

Exhibit 1, Customer Information

Customer Name Williamson County, TX

Service Address Williamson County Courtsight Locations

City Georgetown State TX Zip 78626

Billing Address 710 Main Street, Suite 101

City Georgetown State TX Zip 78626

Customer Contact Person Alison Gleason Phone 512-943-1680

Customer Contact Person _____ Phone _____

Period Covered by this Agreement: 10/1/2022 – 9/30/2023

Infax

5900 Windward Parkway, Suite 525
Alpharetta GA 30005-8862

770.209.9925 Main
770.209.0671 Fax

Sales@Infax.com
www.Infax.com

SYSTEM SUPPORT AGREEMENT

Exhibit 2, Additional services

Additional services to be provided under this agreement are as follows:

1. Page Layout Updates/Customization: INFAX will provide revisions as needed.

2. Server Maintenance: INFAX will remotely access the Infax System server periodically to check for errors or required updates and fix or apply as required. Quarterly report will be prepared and sent to Customer designated representative.

3. **Logo Integration**: No charge.

Commissioners Court - Regular Session **11.**

Meeting Date: 10/25/2022

Approve Termination Letter for Master Service Agreement for Drug Information Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding termination of Master Service Agreement for Drug Information Management System (DIMS) software from Datagain for Veteran Services and DWI Drug Court and authorize County Judge to sign letter proving 30-day notice of termination.

Background

Approval of this item will terminate the existing contract the county has with Datagain for Drug Information Management Software approved by Commissioner's Court on 10/09/2019 and 12/11/2020. The county has decided to pursue a solution with a new vendor. Notice of contract termination is attached. Department contacts are Richard Semple and Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Termination Letters

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 10:19 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 11:03 AM
Form Started By: Kim Chappius		Started On: 10/19/2022 03:58 PM
Final Approval Date: 10/20/2022		

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

October 17, 2022

Via First Class U.S. Certified Mail:
Datagain
709 Mainsail Lane
Sacaucus, NJ 07094

Via electronic mail: datagainservices.com

In re: ***Notice of Contract Termination with Williamson County, Texas DWI/Drug Court Program Effective October 25, 2022 (Master Service Agreement December 11, 2020)***

To Whom It May Concern:

The Williamson County Information Technology Department is currently in a contract with your company as referenced above. The Williamson County Commissioners Court has decided and approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, which allows for termination, the relevant provision states as follows:

> **11.3. Termination for Convenience. After the Initial Term, Client may terminate this Agreement for convenience by providing Datagain a written notice of termination thirty (30) days prior to the intended date of termination. Client is not entitled to terminate this Agreement during the Initial Term.**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties for services for our **DWI/Drug Court Program**, and such termination will be effective at the end of business on November 25, 2022.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____
Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Information Technology Department
BG/me

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

October 17, 2022

Via First Class U.S. Certified Mail:
Datagain
709 Mainsail Lane
Sacaucus, NJ 07094

Via electronic mail: datagainservices.com

In re: ***Notice of Contract Termination with Williamson County, Texas Veterans Treatment Court Effective October 25, 2022 (Master Service Agreement October 09, 2019)***

To Whom It May Concern:

The Williamson County Information Technology Department is currently in a contract with your company as referenced above. The Williamson County Commissioners Court has decided and approved changes in this category of services, including the present contract. Pursuant to the terms and conditions set forth in the contract, which allows for termination, the relevant provision states as follows:

> **11.3. Termination for Convenience. After the Initial Term, Client may terminate this Agreement for convenience by providing Datagain a written notice of termination thirty (30) days prior to the intended date of termination. Client is not entitled to terminate this Agreement during the Initial Term.**

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties for services for our **Veterans Treatment Court**, and such termination will be effective at the end of business on November 25, 2022.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____
Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office
Williamson County Information Technology Department
BG/me

Commissioners Court - Regular Session **12.**

Meeting Date: 10/25/2022

Approval of Agreement with FreeIt Data Solutions for Duo Access Subscription for IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement #202333 between Williamson County and FreeIt Data Solutions for the FreeIt Duo Access Subscription for a one (1) year term, for a total of $61,968.34, pursuant to DIR contract #DIR-CPO-4795, and authorizing the execution of this agreement.

Background

The approval of this agreement will benefit the Williamson County IT Department with greater security for multi factor authentication. This will be installed on computers that use VPN. IT, Budget, Contract Audit and Legal have reviewed the agreement. The line item expenditure is being charged to.01.0100.0503.003011 FY23. The Department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted FreeIt Duo Access Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 08:33 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:20 AM
Form Started By: Mary Watson		Started On: 10/14/2022 08:54 AM
Final Approval Date: 10/20/2022		

Freeit
DATA SOLUTIONS

Contract No: DIR-CPO-4795
TAX ID#: [redacted]
Term: NET 30
FOB: Destination

Williamson County
Rory Tierney
301 SE Inner Loop, Suite 105
Georgetown, TX 78626
Ph: (512) 943-1457
rory.tierney@wilco.org

Quote Number: [redacted]
Quote Date: 10/5/2022
Expiration Date: 11/4/2022

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Freeit Duo Access Subscription - 1yr Term				
Software				
1	FDS-DUO-SUB	Freeit Duo subscription	$0.00	$0.00
600	FDS-DUO-ACCESS	Standard Freeit Duo Access edition	$74.52	$44,712.00
		Subscription Period Duration: 12 Months		
Support				
1	FDS-SVS-DUO-SUP-P	Freeit Duo Premium Support (Duo Care)	$17,256.34	$17,256.34
		Support Period Duration: 12 Months		

List Total:	$82,840.20
DIR Discounted Total:	$70,414.17
Shipping and Tax not applicable:	$0.00
Additional Discount:	($8,445.83)
Grand Total:	$61,968.34

Customer Signature of Acceptance **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-CPO-4795 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Commissioners Court - Regular Session **13.**

Meeting Date: 10/25/2022

Approval of the Purchase of Replacement Tower Lights from TWR Lighting for Wireless Department/IT Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement #202327, for the purchase of replacement tower lights for the Cedar Park tower from TWR Lighting, Inc. in the amount of $17,786.00, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Wireless Communications Department. Agreement attached outlines the new LED light package to be purchased for the Cedar Park tower. Three quotes were gathered by the department for this purchase. IT, legal, contract audit and budget have approved this purchase. This expenditure will be charged to FY23 01.0507.0507.004545. Department contact is Paul Swisher.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 10:45 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 11:00 AM
Form Started By: Erica Smith		Started On: 10/19/2022 08:23 AM
Final Approval Date: 10/20/2022		

TWR Lighting
15102 Sommermeyer St, Suite 125
Houston, Texas 77041
Phone: 713) 973-6905 | Fax: (713) 973-9352
Email: sales@twrlighting.com
Web: http://www.twrlighting.com/

Quotation for:
Williamson County dba Wireless Communications Radio Shop
3171 SE INNER LOOP
GEORGETOWN, TX 78626
RICK AKINS
512-943-3575
RICK.AKINS@WILCO.ORG

Quote Numbe[redacted]
Date: 02-10-2022

Project:[redacted]

Sales BDM: Jeremy Lochner
Sales Associate:

Item	Quantity	Description	Unit	Extended	Tax (USD)	Total
1	1.00	LE23-0A FAA E2 IR 120VAC Medium Intensity Type L-864/865 LED lighting system including, (1) L-864/865 Dual Red/White Flashing LED Beacon including integral photocell and infrared LED's at the top and (2) L-864/865 Dual Red/White Flashing LED Beacon including integral photocell and infrared LED's at the mid-level, (1) LC-STAR Alarmed Controller including Form-C dry contact alarm points, single run of TWR beacon/sidelight cabling for a 350-ft to 700-ft tower (w/standard 50-ft of extra cable) and cable ties and all misc. installation hardware.	17,500.00	17,500.00	0.00	17,500.00
Subtotals					0.00	17,500.00
Total with TAX						17,500.00
Shipping & Handling Charges						286.00
Adjustment						0.00
Grand Total (USD)						**17,786.00**

Shipping Terms	Delivery	Payment Terms	Validity
FOB TWR Prepay & Add	2-4 weeks	Net 30 Days	11-04-2022

TWR Lighting, Inc. (TWR) reserves the right to re-quote should quantity, urgency of delivery, freight terms, or description and/or content of the equipment quoted herein change in any way. Should any of these circumstances occur, TWR will not be bound to honor the price(s) we have bid in this quotation. All items are subject to prior sale. Availability/Shipping date is at time of quotation and may be different at the time an order is placed. TWR will not be liable for any damages or penalties/late charges due to late shipment unless agreed to in writing at the time the order is placed.

GENERAL TERMS AND CONDITIONS OF SALE

GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE TO ALL OFFERS BY TWR LIGHTING, INC., HOUSTON, TX, HEREINAFTER: “TWR”, FOR THE MANUFACTURING, SALE, DELIVERY, ASSEMBLY, INSTALLATION, REVISION AND/OR REPAIR OF ANY GOODS BY TWR.

CONTENT:
1. GENERAL
2. OFFERS, ORDERS, AND AGREEMENTS
3. DRAWINGS, QUOTES, DOCUMENTS
4. PRICE
5. DELIVERY TIME AND DELIVERY
6. RISK AND TRANSFER OF OWNERSHIP
7. FORCE MAJEURE
8. ACCEPTANCE, INSPECTION
9. GUARANTEE
10. LIABILITY AND INDEMNIFICATION
11. PAYMENT AND SECURITY
12. RESCISSION
13. DISPUTES AND APPLICABLE LAW

1. GENERAL
1.1 All offers from TWR to the other party (hereinafter: the “Buyer”) for the manufacturing, sale, delivery, assembly, installation, revision and/or repair of any goods by TWR (hereinafter: “Offers” and “Goods” respectively) and all relevant agreements with TWR are subject to these terms and conditions (hereinafter: the “Terms”).
1.2 The applicability of general terms and conditions of the Buyer is hereby expressly excluded.
1.3 Provisions which deviate from these Terms can be invoked by the Buyer only if and to the extent that these provisions have been accepted by TWR in writing.
1.4 If, for any reason whatsoever, any part of these Terms is invalid, the remainder of the same shall remain in force and the parties will, in mutual consultation, provide a regulation in substitution for the invalid stipulation, the purport of which shall be maintained to the maximum extent possible.
1.5 In so far as these terms and conditions are also drawn up in a language other than English, in the event of any conflict the English text shall always prevail.

2. OFFERS, ORDERS AND AGREEMENTS
2.1 All Offers are nonbinding, unless explicitly agreed otherwise in writing.
2.2 All orders and all acceptances of Offers by the Buyer, including verbal orders or acceptances of offers, are irrevocable.

2.3 TWR shall only be bound when it has accepted an order in writing or has begun implementation. Verbal commitments or agreements by or with its personnel do not bind TWR except and insofar as TWR confirms these in writing.
2.4 Amendments in agreements shall be subject to these Terms as if they were separate agreements.

3. DRAWINGS, QUOTES, DOCUMENTS
3.1 All information recorded in catalogues, brochures, price lists and the like shall only be binding for TWR if and in so far as explicitly agreed in writing.
3.2 All drawings, designs, models, etcetera, which are supplied in connection with the Goods delivered by TWR and the intellectual and industrial property rights with respect thereto shall remain the exclusive property of TWR which company shall also be regarded as the maker and designer. Save with the express permission of TWR, the Buyer is not allowed to provide documents and information from TWR to third parties nor inform same thereof.

4. PRICE
4.1 Unless expressly indicated or agreed otherwise, the prices quoted by or agreed with TWR shall be net prices, therefore exclusive of VAT and exclusive of any possible import or export duties; they shall furthermore not include costs of packing, loading, transport, unloading, insurance, installation, assembly and/or other services.
4.2 If TWR undertakes to carry out the packing, loading, transport, unloading, insurance, installation, assembly or other services and no price has been expressly agreed in that respect, it shall be entitled to charge the Buyer the actual costs and/or the rates normally used by TWR.
4.3 Prices set by or agreed to with TWR are based on the cost price at the time of the offer or acceptance of an order by TWR. If the cost price increases thereafter, TWR is entitled to charge the Buyer a corresponding price increase, unless explicitly agreed otherwise (“fixed price”).
4.4 If, after the agreement has been concluded, the Buyer desires amendments or additions to the agreement, TWR shall affect those to the extent that it may be reasonably expected to do so. To the extent that the amendments and additions desired by the Buyer involve extra costs, TWR shall be entitled to charge these to Buyer in their entirety. In that event, TWR shall also be entitled to set a new delivery period.

5. DELIVERY TIME AND DELIVERY
5.1 The delivery time becomes effective after the conclusion of the agreement, after TWR has received all documents and data to be provided by the Buyer and after any agreed upon advance payments have been received by TWR or a security for the benefit of TWR has been provided.
5.2 Subject to the exceptions as referred to in Clause 8.3, the Goods to be delivered by TWR shall be deemed delivered when they have left the premises of TWR or of third parties contracted by TWR for transport to or on behalf of the Buyer, unless expressly agreed otherwise.
5.3 If TWR expects that the delivery period agreed will be exceeded, it will inform the Buyer hereof as early as possible. A failure to make timely delivery shall never entitle the Buyer to additional or substitute compensation or to non-compliance by him of any of his own obligations arising from the agreement.
5.4 Delivery periods will be extended by the amount of time that the implementation of the agreement is delayed due to force majeure. They shall also be extended by the time that the Buyer is later in the fulfillment of any obligation than is agreed to or could reasonably be expected by TWR.
5.5 TWR has the right to deliver in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of these Terms. TWR shall be entitled to demand payment for each partial delivery before proceeding with any other. The Buyer’s failure to comply with his duty to effect payment (or to do so on time) shall have the effect of suspending TWR’s duty to affect a delivery.

6. RISK AND TRANSFER OF OWNERSHIP
6.1 The risk in the Goods sold by TWR shall be for the Buyer as from the moment that the goods are considered as having been delivered as per Clauses 5.2 or 8.3.
6.2 Unless expressly agreed otherwise, loading, dispatching or transport, unloading and insuring of the Goods to be delivered shall be effected for the risk of the Buyer, even if TWR arranges same.
6.3 All Goods sold by TWR shall remain the property of TWR until such time as the Buyer has paid in full all that which is owed to TWR in connection with the underlying agreement and/or in connection with prior or subsequent agreements of the same nature, including damages, costs and interest. The Buyer has no right of retention in respect of those Goods.

6.4 The Buyer grants TWR irrevocable authority to take such measures which are necessary to maintain the property rights of TWR.
6.5 The industrial or intellectual property rights to or in connection with the delivered Goods shall remain with TWR or with third party title owners and shall never be transferred to the Buyer.

7. FORCE MAJEURE
7.1 TWR shall be entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including site or building blockades, strikes, delayed delivery of parts ordered by TWR from third parties, Goods or services, accidents and interruptions of business operations.
7.2 In the event of force majeure on the part of TWR, its obligations are suspended. If the force majeure continues for a period of more than 90 days, both TWR and the Buyer are authorized to rescind the non-feasible parts of the agreement by a written declaration, without prejudice to the provisions of Clause 12. Where TWR has already executed part of an agreement, the Buyer shall pay the purchase price for any Goods that have been delivered.

8. ACCEPTANCE, INSPECTION
8.1 The Buyer shall be bound to lend its cooperation, without delay, to any inspection or test agreed. If the Buyer fails to lend its cooperation to an inspection or testing in a timely manner or at the time agreed, the Goods shall be deemed to have been approved.

8.2 The Buyer is obligated to take discharge and acceptance at the moment that the Goods delivered are ready for transport or ready to be dispatched.
8.3 If the Buyer does not or does not timely lend its cooperation to inspection, testing or acceptance of the Goods, the Goods shall be deemed as having been delivered, in deviation from the provision of Clause 5, at the time that inspection, testing or acceptance could have been expected or desired by TWR.
8.4 With respect to the Buyer, TWR has a right to compensation for damage and costs which are the result of the refusal to effect or the delay in the inspection, testing or acceptance of the Goods.
8.5 Before Goods can be rejected in connection with defects found during inspection or testing, TWR shall be given the opportunity to repair such defects. If the Buyer makes no use of a possibility for inspection or testing, then the Goods shall be deemed to have been approved.

9. GUARANTEE
9.1 TWR refers to the separate TWR Warranty Notice for a description of the warranty terms. The warranty terms mentioned in the TWR Warranty Notice are applicable.

10. LIABILITY AND INDEMNIFICATION
10.1 The liability of TWR in connection with any defects in the Goods it has delivered is limited to the fulfillment of the guarantee described in the previous Clause.
10.2 TWR shall never be obligated to pay any substitute or additional compensation for damage, except if and in so far as the damage suffered was inflicted intentionally or gross negligence of TWR or its own employees. TWR' liability for loss of profits, consequential or indirect damages is, however, at all times excluded, except in the case of willful misconduct on the part of TWR itself.
10.3 In all cases in which TWR is obligated to pay compensation for damage, this shall never exceed, at its discretion, the invoice value of the Goods in connection with which the damage was caused.
10.4 Each claim against TWR, except those acknowledged by TWR, shall lapse on account of the mere expiration of a period of twelve (12) months after the claim arose.
10.5 Conditions which limit, exclude or establish liability, which can be invoked against TWR by suppliers or subcontractors of TWR in connection with the Goods delivered, can also be invoked by TWR against the Buyer.
10.6 The employees of TWR or independent contractor brought in by TWR for the implementation of the agreement, can, with respect to the Buyer, invoke all defenses to be derived from the agreement as though they themselves were party to that agreement.
10.7 The Buyer shall hold harmless and indemnify TWR, its employees and independent contractors brought in by it for the implementation of the agreement against each claim by third parties in connection with the implementation of the agreement by TWR, in so far as these claims are greater than or different from those to which the Buyer is entitled with respect to TWR.
10.8 With respect to the Goods to be delivered, the Buyer shall strictly observe national and international governmental export, import and user restrictions. It will hold TWR harmless with respect to damage suffered by TWR as a result of any violation of these restrictions.

11. PAYMENT AND SECURITY
11.1 COVERED IN TEXAS PROMPT PAYMENT ACT COMPLIANCE BELOW Unless expressly agreed otherwise, payment shall be made within thirty (30) days after the invoice date. TWR, however, shall at all times have the right to demand full or partial payment in advance and/or otherwise obtain security for payment. Refusal by the Buyer to provide the required security gives TWR the right to suspend its obligations and ultimately, without any notice of default or legal intervention, the right to dissolve the agreement wholly or partially, without prejudice to his right to compensation for any damages suffered by him.
11.2 In the event of payments by bank transfer the Buyer must at all times mention the respective invoice numbers. Payments by bank transfer which are not (completely) specified in this manner are first applied against the oldest invoices as well as against the interest due in relation thereto.
11.3 The moment of payment shall be the moment at which the amount due has been fully and irrevocably credited to the account of TWR.
11.4 The Buyer relinquishes any right to set off amounts charged by and between parties. Guarantee claims do not suspend the payment obligations of the Buyer.
11.5 If the Buyer fails to pay any amount due in the manner described above, he shall be in default without prior notice of default. If the Buyer remains in default with any payment, all other claims from TWR on the Buyer shall be immediately and totally due and the default becomes effective also with respect to those other claims, and without notice of default. The following including 11.6 is COVERED IN TEXAS PROMPT PAYMENT ACT COMPLIANCE BELOW As from the day the Buyer is in default, overdue payment interest at 2% per month shall be due for any part of a month during which the default continues.
11.6 All judicial and extrajudicial costs incurred by TWR because payment was not made (in good time), shall be paid by the Buyer. The extrajudicial costs are deemed to amount to at least 15% of the amount which is claimed.

12. RESCISSION
12.1 In the event the Buyer fails altogether to perform one or more of its obligations, or fails to do so in a timely or proper manner, is declared bankrupt, requests (temporary) suspension of payments, proceeds to liquidate its company, as well as if its capital is seized in part or in its entirety, TWR shall, without being held liable for any compensation, be entitled to suspend the implementation of the agreement or to rescind the agreement in part or in its entirety by means of a written statement without prior notice of default or legal intervention, such at its own discretion and always without prejudice to any rights to which it is entitled to compensation of costs, damages and interest.
12.2 The Buyer shall only be entitled to rescind the agreement in the events described in Clauses 5.3 and 7.2 of these Terms and in such cases only after payment of all amounts owed to TWR at that time, whether or not due.

13. DISPUTES AND APPLICABLE LAW
13.1 All disputes existing between parties shall be heard exclusively by the United States District Court located in Harris County, Texas, unless TWR prefers another competent forum.
13.2 The provisions of Clause 13.1 leave intact the right of TWR to obtain a settlement by means of arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration will be Houston, Texas. The arbitral procedure shall be conducted in the English language.
13.3 All agreements between TWR and the Buyer are subject to United States law and the laws of the State of Texas.

WARRANTY POLICY

THE FOLLOWING IS THE STANDARD LIMITED WARRANTY FOR THE TWR LIGHTING, INC. SYSTEMS AND PRODUCTS (“PRODUCTS”) SUPPLIED BY TWR LIGHTING, INC., HOUSTON, TX, HEREINAFTER: “TWR”. THIS WARRANTY APPLIES UNLESS A DIFFERENT WARRANTY HAS BEEN SPECIFICALLY AGREED TO AND SIGNED BY A TWR AUTHORIZED REPRESENTATIVE.

LIMITED WARRANTY

(a) TWR warrants, subject to the following limitations, that at time of delivery to Buyer, its Products will conform to applicable TWR drawings and Product specifications and will be free from defects in workmanship and material. If applicable, TWR warrants that at the time of delivery Products are compliant to applicable national and/or international rules and regulations. However, unauthorized alteration, maintenance or repair could invalidate compliance with such rules and regulations.

(b) The Products are not in conformity as meant under (a) in the case of a defect in workmanship or material becoming apparent under normal authorized use consistent with TWR Product instructions and specifications. Normal wear and tear (including but not limited to lamp failure) or problems with electrical power, relatively minor anomalies which are customary and/or technically unavoidable, or the need for periodic maintenance shall not constitute non-conformity.
These warranties shall be available to the initial purchaser, and may be transferable to its successors and assigns. The duration of these warranties shall be as follows:
TWR warrants for a period of one year after shipment that the equipment or material of its manufacture is free from defects in workmanship and materials but its liability is limited to the replacement FOB shipping point of the defective parts thereof.
Corrosion or other decomposition by chemical action is specifically excluded as a defect covered hereunder. TWR shall not be liable for any direct incidental or consequential damages arising from the sale or use of the equipment or material other than as
expressly provided herein. Where circumstances permit, TWR will invoke, for the benefit of Purchaser, the guarantee or warranty of TWR's vendor for equipment or materials furnished hereunder.

(c) All Products repaired or replaced hereunder shall be warranted only for the unexpired portion of the original warranty period. If TWR is of the opinion that the complaint about the defect is justified, TWR will repair or replace at its own option any faulty Product returned within the warranty period at its cost (including material and labor costs, excluding shipping costs). Repaired or replaced Products will be returned to Buyer. The risk of loss or damage to all Products in transit shall be borne by Buyer.

(d) The integrity and reliability of TWR systems and Products are dependent on the use of TWR parts and components. To ensure the optimum performance and reliability of your TWR system, it is strongly advised that only components and modules manufactured by TWR be used. No other parts can be used without prior written permission from TWR.

Any right under this warranty shall lapse if the Product has been exposed or subjected to:

1. Any maintenance or lack of maintenance, unauthorized repair, improper installation, mishandling, and transportation, improper storage, improper operation, intentional or accidental mistreatment, failure to observe the instructions for use or use which is improper, excessive or otherwise is not in compliance with TWR's instructions; or
2. Any direct intervention, alteration, modification, transformation or repair by anyone other than TWR or those specifically authorized in writing by TWR, without prior written permission from TWR; or
3. Any accident, contamination, foreign object damage, abuse, misuse, neglect, negligence or any other circumstances after delivery to Buyer; or
4. Any damage induced by failure of a TWR supplied Product not under warranty or by any Product not supplied by TWR.
5. Any force majeure.

TWR shall not be responsible for Buyer's or any third party's Product, Product information, or memory data contained in, sorted on, or integrated with any Product returned to TWR, whether under warranty or not. Buyer is responsible for backing up its
programs and data to protect against loss or corruption.

(e) Repair or redelivery as meant in the previous paragraphs shall in principle be effected only within the United States. Repair and or redelivery outside the United States shall only be effected if this can reasonably be requested of TWR, such to be judged exclusively by TWR. With respect to noticeable defects, the Buyer must submit a claim in writing within three (3) working days after delivery, failing which any claim on TWR will lapse.

Claims with respect to other defects must be made in writing within ten (10) working days after their appearance, failing which any claim on TWR will lapse.
In respect of Products or parts of Products which TWR received from third parties, the warranty obligations granted by TWR to the Buyer shall never exceed in nature nor in duration the warranty obligations granted by those third parties to TWR.

(f) This warranty is exclusive and in lieu of all other warranties, whether written or oral, express, implied or statutory, including, without limitation, any implied warranties of merchantability, fitness for particular purpose, or non?infringement, all of which are hereby expressly disclaimed. No extension or expansion of this warranty shall be binding upon TWR unless set forth in writing and signed by TWR's authorized representative.

(g) All disputes existing between parties shall be heard and governed by the laws of the State of Texas, without regard to conflicts or laws rules. Any arbitration enforcement of any arbitration or litigation will be brought exclusively in Harris County, Texas and the customer/buyer consents to the jurisdiction of the Federal and State courts located therein, submits to the jurisdiction thereof and waives the right to change of venue. Customer/Buyer consents to the exercise of personal jurisdiction by any such court, with respect to any such proceeding. This warranty notice is subject to United States law.

(h) TWR reserves the right to modify its warranty at any time, at its sole discretion.

WARRANTY RETURN POLICY

Buyer must notify TWR Lighting, Inc., hereinafter: "TWR" of any defect in the product(s) by sending an email to technicalsupport@twrlighting.com or by calling +1-800-679-8724.To ensure your return is processed quickly and efficiently, please follow the guidelines outlined below.

Returned Material Authorization (RMA) Guidelines
Returns require a Return Material Authorization (RMA) number and RMA sheet completed prior to shipping goods. Buyer should contact TWR in order to obtain an RMA form.

The RMA form needs to be returned to TWR by email or by fax (+1-713-973-9352), including the following information:
• Contact name and phone number;
• TWR Part number(s), item description, and corresponding quantities for each item to be returned;
• Serial number for each item returned;
• Full description or Reason for Return;
• Buyer's Original Order Number;
• Order Date;
• Billing information;
• Shipping address.

After Receipt of Completed RMA Form Within 3 working days after receipt of the completed RMA form, TWR will provide the Buyer with a RMA number and the location to which Buyer must return, at their cost, the defective product.

The Buyer is responsible for the proper packaging of the product returned to TWR and return of product within 30 working days after issuance of the RMA number.

Package the returned product in the following manner:
• Use standard packaging procedures to ensure safe arrival of goods into our factory;
• Enclose a copy of the completed RMA in each package;
• Enclose a copy of any and all associated packing slips/invoices, when available.

Shipping Preparation Requires the Following:
• Markings: All returned goods must include our receiving address:
TWR Lighting, Inc.
ATTN. RMA Dept.
10810 W. Little York Rd.
Suite 130
Houston, Texas 77041-4051
• RMA Number:
• The RMA number must be clearly written and visible on the outside of the box;
• Do not ship freight collect. Shipments marked freight collect may be refused, resulting in the product's return to sender;
• TWR does not accept responsibility for any product lost in transit and recommends that the return be insured for the full value;
• In no event will TWR accept any returned product that does not have a completed RMA form;
• Buyer's failure to return product within 30 working days of its receipt of a RMA may result in cancellation of RMA;
• The warranty is null and void if the product(s) are damaged in the return shipment.

TWR will make all reasonable efforts to repair or replace a defective product within
30 working days of receipt of defective product.

Buyer Notification
• Upon full compliance with the RETURN TERMS and receipt of returned product(s), inspection, testing, and evaluation will be performed to determine the cause of defect.
• TWR will notify the Buyer of its acceptance of the warranty claim, or of the cost to repair the product upon evaluation and processing of the returned material;
• When a product outside warranty appears not to be repairable, or no defect has been found, the Buyer will be charged with an inspection fee of $100.00. The Buyer can then decide to ask for the product to be returned, and will be charged for the return transportation costs. This inspection fee will not be invoiced if Buyer decides not to repair the product but orders a new product;
• No non-warranty repairs will be performed without prior Buyer approval and associated purchase order to perform said repairs;
• Buyer has 10 working days to respond after TWR notifies the Buyer of the applicable repair charges. If there is no response from the Buyer, TWR will notify Buyer by telephone or e-mail about the non-response. The Buyer should notify TWR to repair, return or scrap the product within 20 working days of this 2nd notification. The product will be scrapped if the Buyer does not reply by the end of this 20 working day period.

Return to Stock

Any order that is returned to TWR for part(s) ordered incorrectly by the customer, or unneeded upon receipt, the customer is required to pay a 20% restocking fee. A credit will be issued once it is determined that the Return Terms are met.

Credits
Credits are issued once it is determined that all of the Warranty and Return Terms are met. All credits are processed on Fridays. In the even a Friday falls on a Holiday, the credit will be issued on the following Friday.

Freight
All warranty replacement part(s) will be shipped via ground delivery and paid for by TWR. Delivery other than ground is the responsibility of the customer.

REMEDIES UNDER THIS WARRANTY ARE LIMITED TO PROVISIONS OF REPLACEMENT PARTS AND REPAIRS AS SPECIFICALLY PROVIDED. IN NO EVENT SHALL TWR BE LIABLE FOR ANY OTHER LOSSES, DAMAGES, COSTS OR EXPENSES INCURRED BY THE CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS FROM FAILURE OF THE PRODUCT(S) TO OPERATE FOR ANY TIME, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ALL PERSONAL INJURY OR PROPERTY DAMAGE DUE TO ALLEGED NEGLIGENCE, OR ANY OTHER LEGAL THEORY WHATSOEVER. THIS WARRANTY IS MADE BY TWR EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FORGOING, TWR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT(S) FOR ANY PARTICULAR PURPOSE. TWR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

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

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

• Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Buyer 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 Buyer 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 Buyer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

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

IN WITNESS WHEREOF, Buyer and TWR have duly executed this Agreement to be effective as of the date of the last party's execution below.

BUUYER:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____ ____, 20____

TWR:

_____

By: Jeremy Lochner Digitally signed by Jeremy Lochner DN: cn=Jeremy Lochner, o, ou, email=jlochner@twrlighting.com, c=US Date: 2022.10.17 13:32:04 -05'00'

Printed Name: _____

Representative Capacity: Sr. Sales Manager

Date: _____ ____, 20____

Commissioners Court - Regular Session **14.**

Meeting Date: 10/25/2022

Authorize Issuing RFP #23RFP9 Vending Machine Services: Beverages and Snack for Williamson County for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, 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 proposals for Vending Machine Services: Beverages and Snacks for Williamson County, under RFP #23RFP9. Funding Source 01.0409.0000.37050.

Background

Williamson County is seeking qualified proposals from vendors interested in partnering to provide an array of beverage and packaged products for consumption and use, including traditional snack items, non-refrigerated health items, refrigerated and frozen items, and other items at reasonable prices to employees and patrons. Budgeted amount: Revenue Contract. Funding source 01.0409.0000.370500. Christi Stromberg is the Point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 09:12 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:25 AM
Form Started By: Gretchen Glenn		Started On: 10/18/2022 04:02 PM
Final Approval Date: 10/20/2022		

Commissioners Court - Regular Session **15.**

Meeting Date: 10/25/2022

Authorize Issuing RGP #23RFP11 Electrical Infrastructure Maintenance & Installation Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, 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 proposals for Electrical Infrastructure Maintenance & Installation Services under RFP #23RFP11. Funding Source is 01.0100.0509.4510

Background

Williamson County is seeking electrical contractor(s) for various electrical trade services on an “as needed” basis for Williamson County owned premises. Electrical trade services include repair maintenance, remodeling, and construction services . Budgeted amount: $500,000.00. Funding Source: 01.0100.0509.4510. Christi Stromberg is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 10:13 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 11:02 AM
Form Started By: Gretchen Glenn		Started On: 10/19/2022 03:27 PM
Final Approval Date: 10/20/2022		

Commissioners Court - Regular Session **16.**

Meeting Date: 10/25/2022

Veterans Affairs – Taylor Annex Space Allocation

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on allocating additional space for Veterans Affairs at Williamson County Taylor Annex, 412 Vance Street.

Background

The proposed space allocation is to allow Veterans Affairs to take over the first-floor northeast corner office and lobby at Williamson County Taylor Annex, 412 Vance Street, Taylor, Texas. This space is currently allocated to CSCD. Due to increased public use of Veterans Affairs, the additional space is needed for expansion.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 11:04 AM
Form Started By: Wendy Danzoy		Started On: 10/20/2022 09:42 AM
Final Approval Date: 10/20/2022		

Commissioners Court - Regular Session **17.**

Meeting Date: 10/25/2022

Expo Center Improvements (P562) – Chasco Change Order 6

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a report from Chasco Constructors, Change Order No. 6 for the Williamson County Expo Center Improvements project for $175,733 and to extend substantial completion to May 9, 2023. Funding Source is P562.

Background

This change order is for electrical upgrades requested by the County and to move substantial completion to May 9, 2023. Department point of contact is -Sr. Project Manager, Angel Gomez. Funding for this project will be P562.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chasco CO6

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/17/2022 09:55 AM
County Judge Exec Asst.	Becky Pruitt	10/18/2022 11:16 AM
Form Started By: Wendy Danzoy		Started On: 10/17/2022 09:32 AM
Final Approval Date: 10/18/2022		

CHASCO CONSTRUCTORS

Change Order

AIA DOCUMENT G701

Distribution to:

OWNER	X
ARCHITECT	X
CONTRACTOR	X
FIELD	
OTHER	

PROJECT: Wilco Expo GMP 2

CHANGE ORDER NO: 6

DATE: 10/5/2022

CHASCO PROJECT NO: 21165

TO OWNER: Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

CONTRACT DATE: 6/8/2021

CONTRACT FOR: Main Arena and Collapsed Canopy

The Contract is changed as follows:

1)	Electrical Upgrades	175,733
2)	Contract time is changed to May 9, 2023	0
	TOTAL:	**175,733**

Not valid until signed by the Owner, Architect and Contractor.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Guaranteed Maximum Price was	2,009,747
Net change by previously authorized Change Orders	0
The Guaranteed Maximum Price prior to this Change Order was	2,009,747
The Guaranteed Maximum Price will be increased by this Change Order	175,733
The new Guaranteed Maximum Price including this Change Order will be	2,185,480

The Date of Substantial Completion as of the date of this Change Order is 5/9/2023

Authorized:

ARCHITECT	CONTRACTOR	OWNER
Charles Shaw		
Address: Parkhill, Smith & Cooper 255 N. Center St., STE 200 Arlington, TX 76011	Address: Chasco Constructors Po Box 1057 Round Rock, TX 78680	Address: Williamson County 3101 SE Inner Loop Georgetown, TX 78626
By: Charles Shaw	By: Bill Bambrick	By: Angel Gomez
DATE: 10/13/2022	DATE: 10/5/2022	DATE: 10/11/2022

CHASCO CONSTRUCTORS

Change Proposal Pricing Sheet
Wilco Expo GMP 2
Chasco Project No: 21165
Architect Project No: 9603.20
20 September 2022

Chasco CP No: CP-006
Arch. PR No: CP-000

Prepared by: Scott Badgett

Description: Added Electrical Work at the Main Arena

ITEM	Cost code	DESCRIPTION	Qty	Unit	LABOR UNIT	LABOR TOTAL	MATERIALS UNIT	MATERIALS TOTAL	SUBCONTRACT UNIT	SUBCONTRACT TOTAL	TOTAL
1		10' x 15' Concrete Patd	1	LS	0.00	$0	0.00	$0	5,000.00	$ 5,000	$ 5,000
2		Concrete Footings at Rack	2	EA	0.00	$0	0.00	$0	500.00	$ 1,000	$ 1,000
3		Electrical - Doyle Electric	1	LS	0.00	$0	0.00	$0	191,176.00	$ 191,176	$ 191,176
4		Deduct Remalnalng PEMB Allowance	1	LS	0.00	$0	0.00	$0	-55,635.00	$ (55,635)	$ (55,635)
		SUBTOTALS				$0	0.00	$0	0.00	$ 141,541	$ 141,541

Further description:

Overhead / GC's	1 LS	$ 28,969
SUBTOTAL		$ 170,510
Fee	3.69%	$ 5,223
GRAND TOTAL		$ 175,733

Parkhill

Transmittal

340 Beech Street, Abilene, TX 79601

PROJECT:	9630.20 Williamson County Expo Center 9630.20	DATE:	10/13/2022
SUBJECT:	Revised Signed Change Order 6	TRANSMITTAL ID:	00112
PURPOSE:	For your use	VIA:	Info Exchange

FROM

NAME	COMPANY	EMAIL	PHONE
Elizabeth Hollenbeck 340 Beech Street Abilene TX 79601 United States	Parkhill, Smith & Cooper, Inc.	ehollenbeck@Parkhill.com	325-696-7399 x7399

TO

NAME	COMPANY	EMAIL	PHONE
Angel Gomez Williamson County Facilities 3101 SE Inner Loop Georgetown TX 78626 United States		angel.gomez@wilco.org	512-943-1625
Angel Nunez United States		angel.nunez@wilco.org	
Daniel Shea 3101 SE Inner Loop Georgetown TX 78626 United States		dshea@wilco.org	
Wendy Danzoy United States		wendy.danzoy@wilco.org	

REMARKS: Available through this link is the revised signed Change Order 6.

Thank you,

Elizabeth Hollenbeck
Project Assistant

Parkhill
325.673.8178 | EHollenbeck@Parkhill.com

Transmittal

DATE: 10/13/2022
TRANSMITTAL ID: 00112

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NOTES
1	10/13/2022	21165 - Wilco Expo GMP 2 - OCO 06-Revised-Parkhill Signed.pdf	

COPIES:

Chuck Shaw (Parkhill, Smith & Cooper, Inc.)

Commissioners Court - Regular Session **18.**

Meeting Date: 10/25/2022

DIJ Construction 21IFB21 CO1 County Road Seal Coat

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 21IFB21 for DIJ Construction Inc in the amount of -$30,438.20 for County Road Seal Coat FY22. Funding source: 01.0200.0210.003599.

Background

This Change Order is a balancing Change Order. All work has been completed. Original contract amount $1,052,638.20. With the addition of this Change Order of -$30,438.20, the final contract amount will be $1,022,200.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DIJ Construction 21IFB21 CO1 County Road Seal Coat

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 11:05 AM
Form Started By: Vicky Edwards		Started On: 10/20/2022 09:43 AM
Final Approval Date: 10/20/2022		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: D.I.J. Construction, Inc.

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

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

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

Project:	*21IFB21*
Roadway:	*FY 22 CR Seal Coat*
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

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

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

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

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

THE CONTRACTOR Date 10-20-22

By _____

Typed/Printed Name James Newman

Typed/Printed Title V. P.

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: ($30,438.20)

RECOMMENDED FOR EXECUTION:

_____ 20-OCT-2022
Project Manager / Construction Observer Date

_____ 10/20/22
Design Engineer Date

_____ 10/20/22
Program Manager Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

_____
County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

_____
County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

_____
County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

_____
County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

_____
☐ APPROVED County Judge Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # 21IFB21***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
316 6175	AGGR (TY-B GR-4 SAC-B)	CY	$92.00	3264.00	$300,288.00	3,289.00	$302,588.00	$2,300.00
316 6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.40	187643.00	$637,986.20	180,000.00	$612,000.00	($25,986.20)
500 6001	MOBILIZATION	LS	$90,000.00	1.00	$90,000.00	1.00	$90,000.00	$0.00
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$10,000.00	1.00	$10,000.00	1.00	$10,000.00	$0.00
662 6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	$2.00	207.00	$414.00	207.00	$414.00	$0.00
666 6011	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	$1.00	4100.00	$4,100.00	2,343.00	$2,343.00	($1,757.00)
666 6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.50	4100.00	$2,050.00	0.00	$0.00	($2,050.00)
666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.50	4140.00	$2,070.00	0.00	$0.00	($2,070.00)
666 6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$1.00	4140.00	$4,140.00	3,040.00	$3,040.00	($1,100.00)
666 6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	$150.00	2.00	$300.00	2.00	$300.00	$0.00
666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	$80.00	2.00	$160.00	2.00	$160.00	$0.00
666 6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	$175.00	2.00	$350.00	2.00	$350.00	$0.00
666 6192	REFL PAV MRK TY II (W) (WORD)	EA	$90.00	2.00	$180.00	2.00	$180.00	$0.00
672 6009	REFL PAV MRKR TY II-A-A AT	EA	$5.00	120.00	$600.00	165.00	$825.00	$225.00
The "Totals" from Table B of the previous work sheet:					$0.00		$0.00	$0.00
TOTALS					$1,052,638.20		$1,022,200.00	($30,438.20)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **19.**

Meeting Date: 10/25/2022

Atlas 3412 WA1 SA6 On Call Materials Testing

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 6 to Work Authorization No 1 under Williamson County Contract between Atlas Technical Consultants, LLC and Williamson County dated April 23, 2020 for On Call Materials Testing and Geotechnical Engineering Services. This supplemental is to extend the expiration date to October 31, 2024 and increase the maximum amount payable to $280,000.00. Funding source: 01.0200.0210.004160.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas 3412 WA1 SA6 On Call Materials Testing

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/19/2022 02:22 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2022 04:07 PM
Form Started By: Vicky Edwards		Started On: 10/19/2022 12:23 PM
Final Approval Date: 10/19/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _6__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Materials Testing & Geotechnical Engineering Services

This Supplemental Work Authorization No. __6_ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **April 23, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Atlas Technical Consultants, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **June 2, 2020** (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to **October 31, 2024**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby increased from **$230,000.00** to **$280,000.00**. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal

year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Jimmy Baldwin	Bill Gravell, Jr.
Printed Name	Printed Name
Project Manager	County Judge
Title	Title
10/19/2022	
Date	Date

Attachment C - Work Schedule

Atlas Technical Consultants, LLC will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **20.**

Meeting Date: 10/25/2022

Cobb Fendley 1811-273 WA4 SA3 On Call Utility Capital Improvement Projects

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 4 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. This supplemental is to increase the maximum amount payable to $200,000.00 and to extend the expiration date to July 31, 2024. Funding source: 01.0777.0200.009007.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA4 SA3 On Call Utility Capital Improvement Projects

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/19/2022 02:22 PM
County Judge Exec Asst.	Becky Pruitt	10/19/2022 04:04 PM
Form Started By: Vicky Edwards		Started On: 10/14/2022 11:05 AM
Final Approval Date: 10/19/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _3__
TO
WORK AUTHORIZATION NO. __4__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects

This Supplemental Work Authorization No. __3_ to Work Authorization No. __4__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July, 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __4__ dated effective **November 3, 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 maximum amount payable for services under the Work Authorization is hereby increased from **$150,000.00** to **$200,000.00**.

II. The above referenced Work Authorization termination date shall be modified to **July 31, 2024**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: Sandra G Khoury	By:
Signature	Signature
Sandra G. Khoury, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Senior Vice President	Williamson County Judge
Title	Title
October 14, 2022	
Date	Date

Attachment C - Work Schedule

Cobb Fendley & Associates, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **21.**

Meeting Date: 10/25/2022

Cobb Fendley 1811-273 WA3 SA4 On Call Utility Non Capital Improvement Projects

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 3 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects. This supplemental is to increase the maximum amount payable to $140,000.00 and to extend the expiration date to July 31, 2024. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA3 SA4 On Call Utility Coordination

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/14/2022 02:45 PM
County Judge Exec Asst.	Becky Pruitt	10/18/2022 11:16 AM
Form Started By: Vicky Edwards		Started On: 10/14/2022 11:05 AM
Final Approval Date: 10/18/2022		

SUPPLEMENTAL WORK AUTHORIZATION NO. _4__
TO
WORK AUTHORIZATION NO. __3__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Non-Capital Improvement Projects

This Supplemental Work Authorization No. __4_ to Work Authorization No. __3__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __3__ dated effective **November 3, 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 maximum amount payable for services under the Work Authorization is hereby increased from **$90,000.00** to **$140,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

II. The above referenced Work Authorization termination date shall be modified to **July 31, 2024**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

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

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

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

FIRM:	**COUNTY:**
By: Sandra G Khoury	By:
Signature	Signature
Sandra G. Khoury, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Senior Vice President	County Judge
Title	Title
October 14, 2022	
Date	Date

Attachment C - Work Schedule

Cobb Fendley & Associates, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **22.**

Meeting Date: 10/25/2022

Temporary Construction Easement on CR 426

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a temporary construction easement with Billy and Lou Biar Management Trust for excavating, filling, grading and installing a cross culvert on CR 426 in Precinct 4.

Background

This work is part of the rehabilitation project on CR 426 and is necessary for the proper facilitation of drainage.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCE- CR 426

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 11:20 AM
Form Started By: Kelly Murphy		Started On: 10/20/2022 10:43 AM
Final Approval Date: 10/20/2022		

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Billy and Lou Biar Management Trust, hereafter referred to as Grantor(s), whether one or more, in consideration of Five Dollars ($5.00) and other good and valuable consideration paid by Director of Road and Bridge, or designee, the receipt of which is hereby acknowledged, does hereby grant to Williamson County, its agents, contractors, successors and assigns (referred to as "County"), a temporary construction easement for the purpose of excavating, filling, grading and installing cross culvert necessary for the proper facilitation of drainage to the property of Grantor(s) as part of CR 426 rehabilitation cross culverts installation, and any associated clearing, tree or plant therewith, in, along, upon and across the Property as necessary to carry out the purposes of this easement. The construction and/or removal of any improvements, driveway, curbs, fence, or other related facilities on the Property shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on Exhibit "A".

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A", County shall at its expense and within ninety (90) days of completion of the work restore any Property injured or damaged by County's use of the Property and activities thereon, including specifically landscaping, irrigation or other vegetation, to substantially the same condition as existed previous to County's entry upon the Property, taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area shall revert to and become the responsibility of the Grantor(s), Grantor's successors, and assigns, all interest conveyed shall terminate twelve months after the beginning of the work upon the Property, or on the date of completion of construction of the Project, whichever occurs first.

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 on this ____ day of 10/12, 2022.

By: Billy Biar

Its: owner

Acknowledgment

State of Texas §
§
County of Williamson §

This instrument was acknowledged before me on this the 12 day of September, 2022 by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

SHEA WEBB
Notary Public, State of Texas
Comm. Expires 03-21-2026
Notary ID 128099243

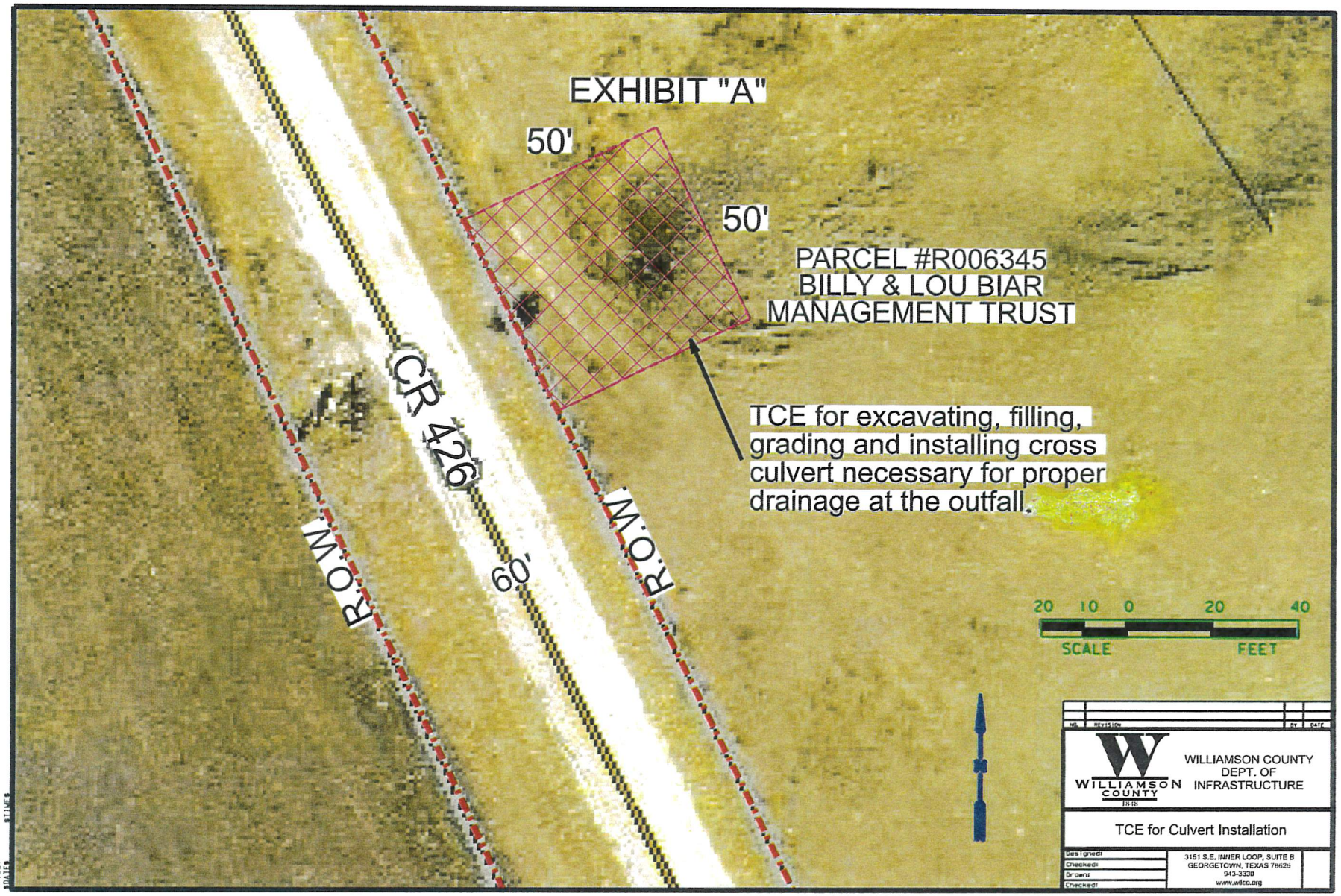
EXHIBIT "A"
50'
50'
PARCEL #R006345
BILLY & LOU BIAR
MANAGEMENT TRUST
TCE for excavating, filling, grading and installing cross culvert necessary for proper drainage at the outfall.
CR 426
60'
R.O.W.
R.O.W.
20 10 0 20 40
SCALE
FEET
WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
TCE for Culvert Installation
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

Commissioners Court - Regular Session **23.**

Meeting Date: 10/25/2022

Approval of Renewal #1 with Price Increase for Contract #22IFB31 Rubber Asphalt Crack Sealer with Crafco, Inc.for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract #22IFB31 Rubber Asphalt Crack Sealer, renewal option period 1, for the same terms and conditions as the existing contract, but with a price increase of 19% from $15.29 to $18.30 pounds per box, per attached documentation and spreadsheet, with Crafco, Inc., for the 12-month term of 12/06/2022 – 12/06/2023.

Background

This is the first extension for this contract. The Road and Bridge Department (R&B) has confirmed the vendor has met all the County requirements on this contract and requests renewal. The department Point of Contact is Terron Evertson. Funding Source is 01.0200.0210.003550.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1 Form and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 08:54 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:21 AM
Form Started By: Kim Chappius		Started On: 10/17/2022 10:42 AM
Final Approval Date: 10/20/2022		

WILLIAMSON COUNTY

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB31	**Department:**	ROAD AND BRIDGE
Vendor Name:	CRAFCO INC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 WITH PRICE INCREASE			
Type of Contract:	IFB	**Start Date:**	12/06/22
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	12/05/23
Department Contact:	KELLY MURPHY		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) and same terms and conditions as the existing contract with Crafco Inc**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	
Renewal Option Period 1	December 06, 2022 – December 05, 2023
Initial Contract Period	December 06, 2021 – December 05, 2022

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Crafco, Inc.

Name N. Thomas Kelly

Title Vice President Sales and Marketing

Signature _____

Date 10/7/2022

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

July 15, 2022

Attn: Williamson County Purchasing Department
Finance Dept. - Purchasing Division
100 wilco Way, Suite P101
Georgetown, Tx 78626

RE: Reference Bid # 221FB-31

With the current economic and ongoing pandemic situation, there has been a struggle with shortages of raw materials, inability to secure trucking, as well as labor shortages all directly related to this unforeseen economic trouble.

Up to this point in time, Crafco has made every effort to continue supplying under this contract. Between November 2021 and September 2022, the cost to supply product to Williamson County under this contract has increased at an unprecedented rate. Additionally, the forecast for the foreseeable future is that all the costs for items has not peaked and will continue to climb.

Material	**Percent Cost Increase**
Polymer	108%
Process Oil	50%
Freight Cost	**25%**
Sealant Box	20%
Sealant Bag	31%
Pallet & Wrap	36%
Wage Increases for direct labor in sealant manufacturing	3%
Total Increase in $	$0.09

With the current raw material shortages and the existing pricing on this contract, Crafco, Inc. is selling sealant to the Williamson County below the cost to manufacture.

Current Price: $0.509
Requested Price: $0.61

To supply these products at the cost of raw materials, we will need to increase prices $0.101 per pound for boxed sealant. In addition, with the shortages, we can only assure delivery within 15 days based on our current projection for our suppliers of several raw materials. Accounting for the materials we currently have in inventory this price increase will take effect September 21, 2022.

We have enjoyed a wonderful working relationship with the Williamson County for many years. This request is very distressful for Crafco, Inc. to make, however, the current world economic situation has us all working with unprecedented events and challenges. Should the Williamson County require any further documentation of these costs, please let me know to whom within the department it should be sent.

Please advise us if we should continue securing raw materials and production of the sealant needed to supply this contract.

Sincerely,

Mike Romano
Territory Manager
Crafco, Inc.

22IFB31 Rubber Asphalt Crack Sealer							
Bid Items and Estimate of Quantities							
Item #	Description	Estimated Quantity	Pounds per Box FY22	Price per Box FY22	Pounds per Box FY23	Price per Box FY23	Percentage of Increase
300	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2H Table 15)	200,000 lbs	30	$15.29	30	$18.30	19%

Commissioners Court - Regular Session **24.**

Meeting Date: 10/25/2022

Approval of Renewal #2 Crushed Granite Contract #T2164 with Statewide Materials Transport, Ltd for Road And Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Crushed Granite Contract #T2164, renewal option period 2, for the same terms and conditions as the existing contract (per attached spreadsheet), with Statewide Materials Transport Ltd., for the 12-month term of 12/22/22 – 12/22/23.

Background

This is the second extension for this contract. Road and Bridge Department (R&B) has confirmed the vendor met all the County requirements on this contract and requests renewal. The department Point of Contact is Terron Evertson. Funding Source is 01.0200.0210.003551.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #2 Form and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 09:03 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:23 AM
Form Started By: Kim Chappius		Started On: 10/18/2022 11:48 AM
Final Approval Date: 10/20/2022		

WILLIAMSON COUNTY
1848

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T2164	**Department:**	Road and Bridge
Vendor Name:	STATEWIDE MATERIALS TRANSPORT LTD		
Purpose/Intended Use of Product or Service (summary): RENEWAL #2 (Final)			
Type of Contract:	IFB	**Start Date:**	12/21/2022
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	12/20/2023
Department Contact:	KELLY MURPHY AND TERRON EVERTSON		

- **Williamson County wishes to extend this bid/proposal for the same terms and conditions as the existing contract with Statewide Materials Transport Ltd.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd and final of two (2) one (1) year renewal option periods:**

Renewal Option Period 2	DECEMBER 22, 2022 – DECEMBER 21, 2023
Renewal Option Period 1	DECEMBER 22, 2021 – DECEMBER 21, 2022
Initial Contract Period	DECEMBER 22, 2020 – DECEMBER 21, 2021

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Statewide Materials Transport, Ltd

Name Randy Meachen

Title General Manager

Signature Randall Meachen

Date 10.18.2022

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

TT2164 Crushed Granite Base Renewal #2 (FINAL)

Description	Unit	Unit Price Picked Up (FY20)	Unit- Pricing Delivered to Wilco Central Maintenance Facility in Georgetown, TX (FY20)	Unit Price Picked Up (FY21)	Unit- Pricing Delivered to Wilco Central Maintenance Facility in Georgetown, TX (FY21)	Percentage Increase	Unit Price Picked Up (FY22)	Unit- Pricing Delivered to Wilco Central Maintenance Facility in Georgetown, TX (FY22)	Percentage Increase	Unit Price Picked Up (FY23)	Unit- Pricing Delivered to Wilco Central Maintenance Facility in Georgetown, TX (FY22)	Percentage Increase
Crushed Granite Base Type A	TON	$8.00	$18.00	$9.00	$18.00	12.50%	$9.00	$21.50	19.40%	$9.00	$21.50	0.00%
Crushed Granite Base Type B	TON	$10.00	$20.00	$11.00	$20.00	9.09%	$11.00	$23.50	17.50%	$11.00	$23.50	0.00%
Crushed Granite Base Type C	TON	$12.00	$22.00	$13.00	$22.00	8.33%	$13.00	$25.50	15.91%	$13.00	$25.50	0.00%

Commissioners Court - Regular Session **25.**

Meeting Date: 10/25/2022

Authorize Issuing IFB #23IFB10 Fall 2022 Fog Seal (Cul-De-Sacs) for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Fall 2022 Fog Seal (Cul-De-Sacs) for Road and Bridge Department under IFB #23IFB10.

Background

Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface subdivision cul-de-sacs for Fall 2022. Budgeted amount: $194,601.00. The funding source is 01.0200.0210.003599. The point of contact is Kon Kwon.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 09:10 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:24 AM
Form Started By: Johnny Grimaldo		Started On: 10/18/2022 02:04 PM
Final Approval Date: 10/20/2022		

Commissioners Court - Regular Session **26.**

Meeting Date: 10/25/2022

Approval of Purchase of OpenRoads Designer Select Subscription from Bentley Systems for Road and Bridge

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of OpenRoads Designer Select Subscription #202338, from Bentley Systems, in the amount of $15,802.56, and exempting this purchase from the competitive bidding requirement under Texas Local Government Code 262.024(a)(7)(A) (Items for which competition is precluded because of the existence of patents, copyrights, secret processes and monopolies).

Background

The Open Roads Designer platform introduces a new 3D parametric modeling design environment providing capabilities for surveying, drainage, subsurface utilities, roadway design and site design. TxDOT has created the design templates and standards to be used for ORD software program, which Road and Bridge has adopted. Funding source: 01.0200.0210.004505. The point of contact is Kon Kwan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote and letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 10:55 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 10:59 AM
Form Started By: Kerstin Hancock		Started On: 10/18/2022 03:03 PM
Final Approval Date: 10/20/2022		

Bentley®
Advancing Infrastructure

Renewal Quote

SELECT Agreement: 16927506
RQ Number: 41691817
Customer ID: 1003745483
Expiration Date: 04 September 2022

Bill-to: Williamson County Road and Bridge
Unified Road System
Attn: Accounts Payable
3151 S. E. Inner Loop, Suite B
GEORGETOWN TX 78626-6343
USA

Tel No: +1 (512) 943-3330-3330-3330
Fax No:

Site: 1003745483 Williamson County Road and Bridge , 3151 S. E. Inner Loop, Suite B GEORGETOWN , TX 78626-6343 , USA

Part No	Description	Quantity	Unit Pricing	Discount/ Surcharge	Total
12662	OpenRoads Designer SELECT Subscription	6	2,832.00	-198.24	15,802.56
10381	Open Access License Subscription	1	0.00		0.00
				Amount Due:	**15,802.56**
				Currency	**USD**

Bentley®
Advancing Infrastructure

Renewal Quote

SELECT Agreement:	16927506
RQ Number:	41691817
Customer ID:	1003745483
Expiration Date:	04 September 2022
Pages:	3 / 3

By continuing your SELECT subscription, you benefit from a comprehensive program for the support of your Bentley applications. Your Bentley SELECT agreement is our commitment to continue to provide you and your organization with the highest levels of service. SELECT provides you with the flexibility you need to adapt to changing project requirements while keeping expenditures under control. Renewal of Bentley SELECT will ensure continuity of your following benefits:

- Flexible Licensing Options, including annual portfolio balancing and pooled licensing
- 24/7/365 Support
- Anytime Software Upgrades
- Adaptive Learning Services: Users master use of Bentley applications through personalized, contextual learning delivered in application via CONNECT Advisor.

This Renewal summary is in accordance with the terms and conditions of your SELECT Agreement.

Please do not hesitate to contact your Bentley representative Elizabeth Keiter or file a Service request here if you have any inquiries or require any assistance.

Sincerely,

Elizabeth Keiter
Tel: +1 (610) 458-5000
Fax:
E-mail: ELIZABETH.KEITER@BENTLEY.COM

Export Control:

You acknowledge that these commodities, technology or software are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other agencies or authorities based outside of the United States (the "Export Controls").

You must not export, re-export or transfer, whether directly or indirectly, the commodities, technology or software, or any portion thereof, or any system containing such commodities, technology or software or portion thereof, without first complying strictly and fully with all Export Controls that may be imposed on them.

The countries subject to restriction by action of the United States Government or any other governmental agency or authority based outside of the United States, are subject to change, and it is your responsibility to comply with the applicable United States Government requirements, or those of any other governmental agency or authority based outside of the United States, as they may be amended from time to time. For additional information, see http://www.bis.doc.gov

BENTLEY SYSTEMS, INCORPORATED
685 Stockton Drive
Exton, Pennsylvania 19341-1151
T +1 610-458-5000
F +1 610-458-2900
www.bentley.com

October 10, 2022

Kon Kwan
Senior Supervising Engineer
Williamson County
3151 S. E. Inner Loop, Suite B
Georgetown TX 78626-6343

Dear Kon Kwan:

Bentley Systems, Incorporated ("Bentley") is pleased to provide Williamson County information about the proprietary nature of Bentley software.

Bentley supplies proprietary computer-aided design, engineering and manufacturing software, which includes, but is not limited to, Open Roads Designer. In conjunction with software, Bentley provides a comprehensive software support program through its Bentley SELECT Program.

Software and documentation developed at Bentley's expense are proprietary and confidential. Bentley shall be considered the prime contractor and shall assume the responsibility for maintenance of all Bentley supplied software.

Bentley is the only supplier and provider of this software for Williamson County. No other vendors can perform the specific functions required by Williamson County as stated in Bentley's published specifications.

Sincerely,

Glenn McCracken
Legal Contract Administrator
Bentley Systems, Incorporated

Commissioners Court - Regular Session **27.**

Meeting Date: 10/25/2022

Approval of Purchase of a John Deere Tractor and a Rotary Cutter from United AG & Turf for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of one (1) John Deere 5100E CAB FT4 12 Speed Tractor and two (2) John Deere FC15R Flex Wing Rotary Cutters in the amount of $122,323.15, from United AG & Turf pursuant to Sourcewell Contract #110719-JDC.

Background

Approval of this item will support the operations of the Williamson County Road and Bridge Department. Requisition #129905 was submitted for the purchase of one (1) John Deere 5100E CAB FT4 12 Speed tractor in the amount of $69,383.07 and two (2) John Deere FC15R Flex Wing Rotary Cutters in the amount of $26,470.04 each with a total amount of $122,323.15. The attached quote shows the itemized pricing for this order and the coop has confirmed this is in accordance with the vendor's Sourcewell contract#110719-JDC. Funding source is 01.0200.0210.005711. Point of contact is Daribel Texidor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/19/2022 05:46 PM
Purchasing (Originator)	Joy Simonton	10/20/2022 10:16 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 11:04 AM
Form Started By: Stephanie Robles		Started On: 10/19/2022 04:38 PM
Final Approval Date: 10/20/2022		

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
512-352-5296
TaylorJD@unitedagt.com

Quote Summary

Prepared For:
WILLIAMSON COUNTY UNIFIED ROAD SYSTEM
3151 GEORGETOWN INNER LOOP STE
GEORGETOWN, TX 78626

Delivering Dealer:
United Ag & Turf
Travis Jackson
4000 West 2nd Street
Taylor, TX 76574
Phone: 512-352-5296
travisjackson@unitedagt.com

SOURCEWELL CONTRACT 110719-JDC

SOURCEWELL MEMBER # 2238

Quote ID: [redacted]
Created On: 08 September 2022
Last Modified On: 26 September 2022
Expiration Date: 26 October 2022

MAKE PAYABLE TO : UNITED AG AND TURF
7736 CENTRAL PARK DR WACO, TX 76712

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 5100E CAB TRACTOR FT4 12 Speed ETA December 2022 **Contract:** Sourcewell Ag 110719-JDC (PG BA CG 23) **Price Effective Date:** September 7, 2022	$ 69,383.07	X	1	=	$ 69,383.07
JOHN DEERE FC15R Flex Wing Rotary Cutter ETA January 2023 **Contract:** Sourcewell Ag 110719-JDC (PG BA CG 23) **Price Effective Date:** September 7, 2022	$ 26,470.04	X	2	=	$ 52,940.08
Equipment Total					**$ 122,323.15**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 122,323.15
Trade In	
SubTotal	**$ 122,323.15**
Est. Service Agreement Tax	$ 0.00
Total	$ 122,323.15

Salesperson : X _____

Accepted By : X _____

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
512-352-5296
TaylorJD@unitedagt.com

Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 122,323.15**

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: [redacted] **Customer Name:** WILLIAMSON COUNTY UNIFIED ROAD SYSTEM

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
512-352-5296
TaylorJD@unitedagt.com

JOHN DEERE 5100E CAB TRACTOR FT4 12 Speed ETA December 2022

Hours:

Stock Number:

Contract: Sourcewell Ag 110719-JDC (PG BA CG 23)

Price Effective Date: September 7, 2022

Selling Price *
$ 69,383.07

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697SP	5100E CAB TRACTOR FT4	1	$ 76,482.00	19.00	$ 14,531.58	$ 61,950.42	$ 61,950.42
	Standard Options - Per Unit						
182A	Less AutoTrac™/Less ISOBUS	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
183A	JDLink™ Capable	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
0202	United States	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
0409	English	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
0500	Less Packaging	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
1381	PowrReverser™ 12F/12R with 540/540E PTO	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
1799	Less Loader Prep	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
1950	Less Application	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
2050	Standard Cab	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
2120	Air Suspension Seat	1	$ 871.00	19.00	$ 165.49	$ 705.51	$ 705.51
3025	Deluxe Cornerpost Exhaust	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
3330	Triple Stackable Rear Deluxe SCV's with Lever Control	1	$ 1,048.00	19.00	$ 199.12	$ 848.88	$ 848.88
3400	Less Mid Valves	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
5112	18.4 - 30 In. 8PR R1 Bias	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
6040	MFWD (Mechanical Front Wheel Drive)	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
6118	12.4 - 24 In. 8PR R1 Bias	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,919.00**		**$ 364.61**	**$ 1,554.39**	**$ 1,554.39**
	Technology Options/Non-Contract/Open Market						
1900	Less Display	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
1880	Less Receiver	1	$ 0.00	19.00	$ 0.00	$ 0.00	$ 0.00
	Technology Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
	Dealer Attachments/Non-Contract/Open Market						

Selling Equipment

Quote Id: [redacted] **Customer Name:** WILLIAMSON COUNTY UNIFIED ROAD SYSTEM

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
512-352-5296
TaylorJD@unitedagt.com

AL80127	Rear Mirror Mechanical - Right	1	$ 209.00	19.00	$ 39.71	$ 169.29	$ 169.29
AL80126	Rear Mirror Mechanical - Left	1	$ 209.00	19.00	$ 39.71	$ 169.29	$ 169.29
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	4	$ 153.26	19.00	$ 29.12	$ 496.56	$ 496.56
R262449	Front Weight Support, 55kg (121 lb)	1	$ 637.62	19.00	$ 121.15	$ 516.47	$ 516.47
BSJ10638	LED Beacon Light Kit - Cab	1	$ 225.50	19.00	$ 42.85	$ 182.65	$ 182.65
705728	GR REAR AND SIDE WINDOW GUARD	1	$ 2,850.00	0.00	$ 0.00	$ 2,850.00	$ 2,850.00
705331	GR PERIMETER GUARD	1	$ 1,494.00	0.00	$ 0.00	$ 1,494.00	$ 1,494.00
	Dealer Attachments Total		**$ 6,238.16**		**$ 359.90**	**$ 5,878.26**	**$ 5,878.26**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
	Additional Discounts						
	Additional Discount Total				**$ 0.00**	**$ -0.00**	**$ -0.00**
Total Selling Price			**$ 84,639.16**		**$ 15,256.09**	**$ 69,383.07**	**$ 69,383.07**

JOHN DEERE FC15R Flex Wing Rotary Cutter ETA January 2023

Equipment Notes:
Hours:
Stock Number:
Contract: Sourcewell Ag 110719-JDC (PG BA CG 23)
Price Effective Date: September 7, 2022

Selling Price *
$ 26,470.04

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
22F0P	FC15R Flex Wing Rotary Cutter	2	$ 33,027.00	24.00	$ 7,926.48	$ 25,100.52	$ 50,201.04
	Standard Options - Per Unit						
0202	United States	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1220	Airbag Suspension	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2541	Inward Rotation	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00

Selling Equipment

Quote Id: [redacted] **Customer Name:** WILLIAMSON COUNTY UNIFIED ROAD SYSTEM

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United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
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3335	8 Foam-Filled Tires - (Double tires on center and wings) - Severe duty ag tires	2	$ 1,802.00	24.00	$ 432.48	$ 1,369.52	$ 2,739.04
3511	540 RPM Driveline - Cat 6	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
3603	540 RPM - 125 HP Gearbox - Commercial duty - Inward rotation	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5120	Ball Type Hitch	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5280	Rigid Casting Tongue	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,802.00**		**$ 432.48**	**$ 1,369.52**	**$ 2,739.04**
Total Selling Price			**$ 34,829.00**		**$ 8,358.96**	**$ 26,470.04**	**$ 52,940.08**

Commissioners Court - Regular Session **28.**

Meeting Date: 10/25/2022

Authorize issuing IFB #23IFB8 Corridor H – Sam Bass Construction for HNTB

Submitted For: Joy Simonton **Submitted By:** Gretchen Glenn, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for 23IFB8 Corridor H – Sam Bass Construction. Funding Source: P462.

Background

Williamson County is seeking qualified contractors for the construction of Corridor H - Sam Bass Rd which includes earthwork, grading, base, hot mix asphalt concrete (HMAC), surfacing, bridge, drainage, structures, water quality facilities, signalization, shared-use path (SUP), signing and pavement markings. Budgeted amount: $34,700,000.00. Funding source: P462. Kate Wilder is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 08:57 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:22 AM
Form Started By: Gretchen Glenn		Started On: 10/18/2022 11:41 AM
Final Approval Date: 10/20/2022		

Commissioners Court - Regular Session **29.**

Meeting Date: 10/25/2022

Authorize Issuing RFQ #23RFSQ3 Engineering Services for FM 973 Corridor Planning from 1660 to US 79 for Road an Bridge Department and HNTB

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 qualifications for Engineering Services for FM 973 from 1660 to US 79 (Carlos G Parker Blvd,) under RFQ #23RFSQ3. Funding Source is Long Range Transportation Plan.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering and environmental services to assist Williamson County staff in the development of schematics and possible design of FM 973 from FM 1660 to US 79 (Carlos G. Parker Blvd.) (refer to Exhibit 1). One firm is anticipated to be selected to provide services for the project. Budgeted amount: $2,020,000.00. The funding Source is Long Range Transportation Plan. The point of contact is Kate Wilder.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 09:09 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:24 AM
Form Started By: Johnny Grimaldo		Started On: 10/18/2022 02:03 PM
Final Approval Date: 10/20/2022		

Commissioners Court - Regular Session **30.**

Meeting Date: 10/25/2022

Final plat for Santa Rita Ranch Phase 1 Section 23 subdivision – Pct 2

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for Santa Rita Ranch Phase 1 Section 23 subdivision being signed and certified by the Engineer and Surveyor on October 11, 2022 – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of 19 single family lots, 3 open space/drainage lots and 881 feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of $848,983.25 has been posted with the County to cover the cost of the remaining construction. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has previously approved this final plat on September 2, 2022, in order to meet the review timelines set forth in House Bill 3167. Since the previous approval, the developer desired to make minor changes to the ownership information on the final plat. Upon approval, this final plat will take the place of the final plat that was previously approved by the County Engineer on September 2, 2022. The previously approved final plat has not been and shall not be submitted to the County Clerk's Office for recordation.

Timeline

2022-07-19 – initial submittal of final plat
2022-07-19 – receipt of financial security for the remaining construction
2022-08-18 – 1st review complete with comments
2022-08-19 – 2nd submittal of final plat with signatures
2022-08-25 – 2nd review complete with comments clear
2022-09-02 – County Engineer approval letter sent
2022-10-17 – receipt of updated final plat with minor changes and signatures
2022-10-20 – review complete with comments clear
2022-10-20 – final plat placed on the October 25, 2022 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

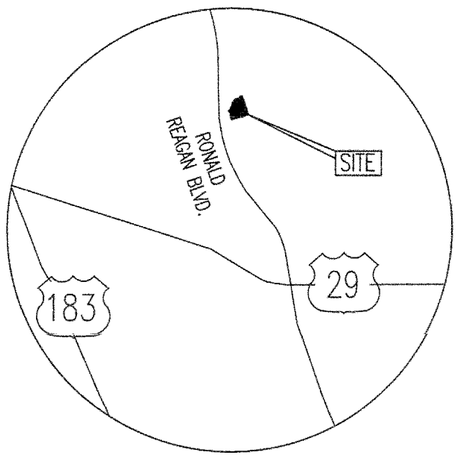
final plat - Santa Rita Ranch Ph 1 Sec 23

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 12:04 PM
Form Started By: Adam Boatright		Started On: 10/20/2022 11:57 AM
Final Approval Date: 10/20/2022		

SANTA RITA RANCH PHASE 1, SECTION 23

FINAL PLAT



SCALE: 1" = 100'

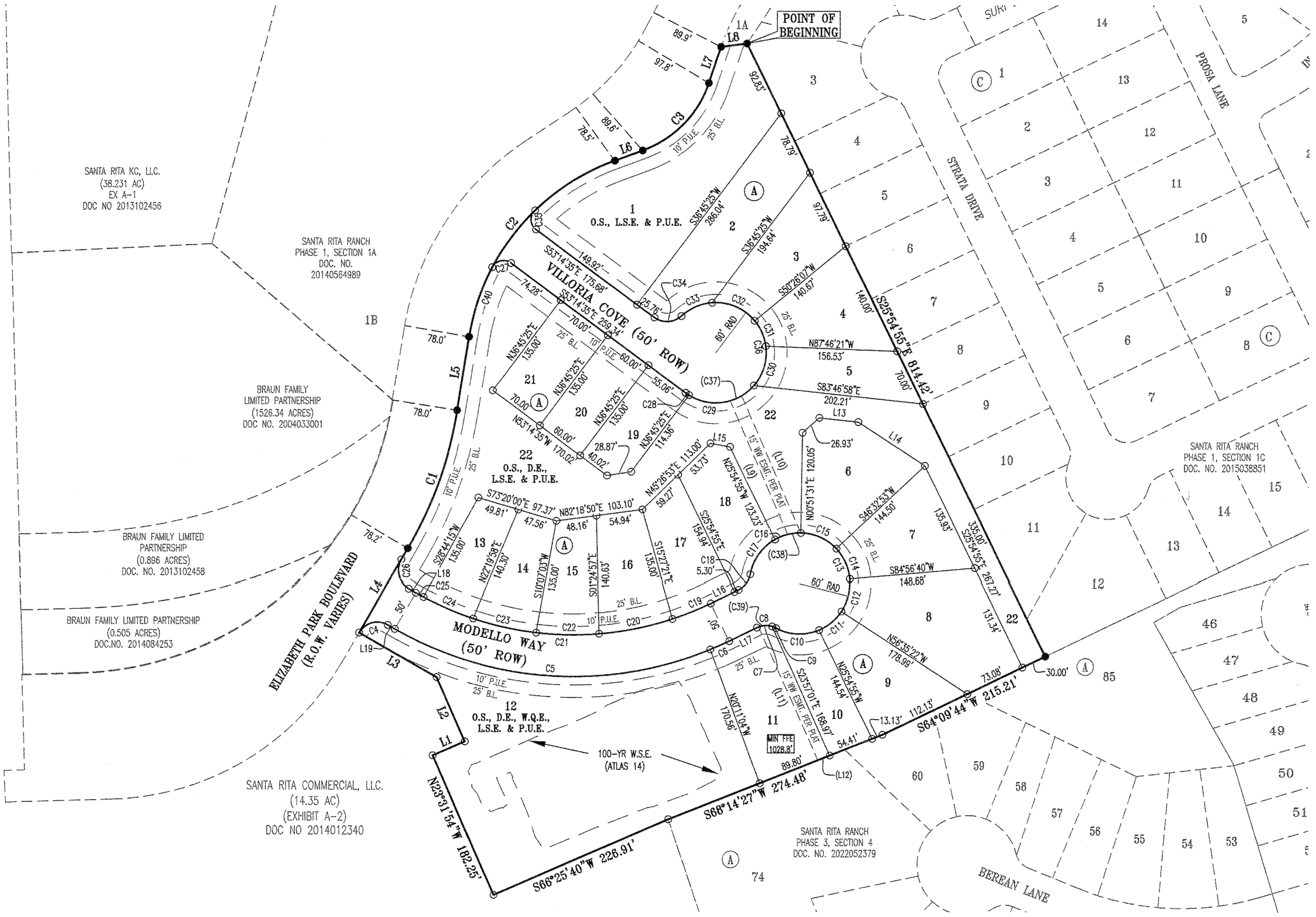
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

⊕	BENCHMARK	P.U.E.	PUBLIC UTILITY EASEMENT
●	CAPPED 1/2" IRON ROD SET	D.E.	DRAINAGE EASEMENT
○	CAPPED 1/2" IRON ROD FOUND	W.Q.E.	WATER QUALITY EASEMENT
1	LOT NUMBER	L.S.E.	LANDSCAPE EASEMENT
Ⓐ	BLOCK DESIGNATION	.....	APPROXIMATE LOCATION OF PROPOSED SIDEWALK
B.S.L.	BUILDING SETBACK LINE	MIN FFE XXX.X	MINIMUM FINISHED FLOOR ELEVATION



TOTAL OF LOTS:	22
NO. OF SINGLE FAMILY LOTS:	19
NO. OF O.S., L.S.E. & P.U.E. LOTS:	1
NO. OF O.S., D.E., L.S.E. & P.U.E. LOTS:	1
NO. OF O.S., D.E., W.Q.E., L.S.E. & P.U.E. LOTS:	1

TOTAL ACREAGE: 10.403 ACRES
SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417, AND GREENLEAF FISK SURVEY, ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

DATE: OCTOBER 4, 2022

OWNERS:

SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19A

DEVELOPER:

SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:

CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
VILLORIA COVE	332'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
MODELLO WAY	549'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	881'					

BENCHMARKS:

TBM-1: CAPPED 1/2 INCH IRON ROD
SET STAMPED "CONTROL"
N: 10214063.58, E: 3081822.55
ELEV = 1034.36' (NAVD88)

TBM-2: CAPPED 1/2 INCH IRON ROD
SET STAMPED "CONTROL"
N: 10213496.32, E: 3082347.38
ELEV = 1026.30' (NAVD88)

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5400\Survey\PLAT- SANTA RITA PHASE 1, SECTION 23

SANTA RITA RANCH PHASE 1, SECTION 23
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 10.403 ACRE TRACT OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A CALLED 8.856 ACRE TRACT OF LAND (EXHIBIT A) CONVEYED TO SANTA RITA KC, LLC IN DOCUMENT NUMBER 2022112156, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALL OF A CALLED 0.062 ACRE TRACT OF LAND (EXHIBIT B) CONVEYED TO SANTA RITA KC, LLC IN DOCUMENT NUMBER 2022112156, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALL OF A CALLED 1.484 ACRE TRACT OF LAND CONVEYED TO WILCO MUD 19A IN DOCUMENT NUMBER 2018056826, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 10.403 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT A NORTHEAST CORNER OF SAID 8.856 ACRE TRACT OF LAND, BEING AT THE NORTHWEST CORNER OF LOT 3, BLOCK B, SANTA RITA RANCH PHASE 1, SECTION 1C, RECORDED IN DOCUMENT NUMBER 2015038851, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, S25°54'55"E, WITH THE EAST LINE OF SAID 8.856 ACRE TRACT OF LAND, AND THE WEST LINE OF SAID SANTA RITA RANCH PHASE 1, SECTION 1C, A DISTANCE OF 814.42 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 12, BLOCK B, SAID SANTA RITA RANCH, PHASE 1, SECTION 1C, BEING AT THE SOUTHEAST CORNER OF SAID 8.856 ACRE TRACT OF LAND, SAME BEING IN THE NORTHERN LINE OF LOT 85, BLOCK A, SANTA RITA RANCH PHASE 3, SECTION 4, RECORDED IN DOCUMENT NUMBER 2022052379 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE SOUTH LINE OF SAID 8.856 ACRE TRACT, THE SOUTH LINE OF SAID 1.484 ACRE TRACT OF LAND, THE NORTH LINE OF SAID SANTA RITA RANCH PHASE 3, SECTION 4, AND THE NORTH LINE OF A CALLED 810.32 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC. IN DOCUMENT NUMBER 2013061332, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) S64°09'44"W, A DISTANCE OF 215.21 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
2) S68°14'27"W, A DISTANCE OF 274.48 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
3) S66°25'40"W, A DISTANCE OF 226.91 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" IN THE NORTH LINE OF SAID 810.32 ACRE TRACT OF LAND, BEING AT THE SOUTHWEST CORNER OF SAID 1.484 ACRE TRACT OF LAND, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIED TRACT OF LAND,

THENCE, WITH THE WEST LINE OF SAID 1.484 ACRE TRACT OF LAND, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) N23°31'54"W, A DISTANCE OF 182.25 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT A NORTHWESTERN CORNER OF SAID 1.484 ACRE TRACT OF LAND, FOR A WEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
2) N66°28'06"E, A DISTANCE OF 42.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
3) N23°33'53"W, A DISTANCE OF 84.02 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" IN THE WEST LINE OF SAID 1.484 ACRE TRACT OF LAND, BEING AT THE SOUTHEAST CORNER OF SAID 0.062 ACRE TRACT OF LAND,

THENCE, N60°02'41"W, WITH THE SOUTH LINE OF SAID 0.062 ACRE TRACT OF LAND, A DISTANCE OF 106.38 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" ON THE SOUTH LINE OF ELIZABETH PARK BOULEVARD (R.O.W. VARIES), FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE SOUTHERN LINE OF SAID ELIZABETH PARK BOULEVARD, THE WEST LINE OF SAID 1.484 ACRE TRACT OF LAND, AND THE WEST LINE OF SAID 8.856 ACRE TRACT OF LAND , THE FOLLOWING THE EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

1) N29°57'18"E, A DISTANCE OF 115.49 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 482.40 FEET, AN ARC LENGTH OF 176.39 FEET, AND A CHORD THAT BEARS N19°28'49"E, A DISTANCE OF 175.41 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
3) N09°00'19"E, A DISTANCE OF 89.06 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE RIGHT
4) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 286.46 FEET, AND A CHORD THAT BEARS N39°23'58"E, A DISTANCE OF 273.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
5) N69°47'36"E, A DISTANCE OF 35.41 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AT A POINT OF CURVATURE, FOR A CURVE TO THE LEFT,
6) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 116.38 FEET, AND A CHORD THAT BEARS N44°08'52"E, A DISTANCE OF 112.53 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
7) N18°30'07"E, A DISTANCE OF 45.77 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
8) N82°46'50"E, A DISTANCE OF 31.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.403 ACRES OF LAND.

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PURPOSED ROADWAY AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS EXCEPT LOT 11, BLOCK A WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., DATED DECEMBER 23, 2021.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	176.39	482.40	N19°28'49"E	175.41	89.19	20°56'59"
C2	286.46	270.00	N39°23'58"E	273.21	158.37	60°47'17"
C3	116.38	130.00	N44°08'52"E	112.53	62.41	51°17'29"
C4	39.27	25.00	N74°57'06"E	35.35	25.00	89°59'40"
C5	389.76	425.00	S86°19'25"E	376.24	209.79	52°32'42"
C6	24.62	425.00	N65°44'39"E	24.62	12.31	3°19'09"
C7	18.64	25.00	S85°26'49"W	18.21	9.78	42°43'26"
C8	23.55	25.00	N88°55'53"W	22.69	12.73	53°58'05"
C9	4.91	25.00	N67°34'09"W	4.90	2.46	11°14'37"
C10	53.21	60.00	N87°21'14"W	51.48	28.50	50°48'48"
C11	35.43	60.00	S50°19'30"W	34.91	18.25	33°49'44"
C12	40.28	60.00	S14°10'39"W	39.53	20.93	38°27'58"
C13	301.53	60.00	N25°54'55"W	70.59	43.64	287°56'10"
C14	40.21	60.00	S24°15'13"E	39.46	20.89	38°23'47"
C15	47.85	60.00	S66°17'48"E	46.59	25.28	45°41'22"
C16	32.08	60.00	N75°32'36"E	31.70	16.43	30°37'51"
C17	52.48	60.00	N35°10'20"E	50.82	28.05	50°06'41"
C18	23.55	25.00	N37°06'02"E	22.69	12.73	53°58'05"
C19	49.35	375.00	N67°51'16"E	49.31	24.71	7°32'23"

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C20	88.97	375.00	N78°25'15"E	88.76	44.69	13°35'35"
C21	365.63	375.00	N87°59'00"W	351.32	198.82	55°51'51"
C22	75.05	375.00	S89°02'57"E	74.92	37.65	11°28'00"
C23	77.14	375.00	S77°25'21"E	77.01	38.71	11°47'11"
C24	64.72	375.00	S66°35'07"E	64.64	32.44	9°53'18"
C25	10.41	375.00	S60°50'46"E	10.41	5.20	1°35'24"
C26	39.27	25.00	N15°02'53"W	35.36	25.00	90°00'22"
C27	25.92	15.00	N77°14'40"E	22.82	17.57	99°01'29"
C28	4.94	60.00	S55°36'12"E	4.94	2.47	4°43'15"
C29	85.12	60.00	N81°23'42"E	78.16	51.50	81°16'57"
C30	50.68	60.00	N16°33'23"E	49.19	26.96	48°23'40"
C31	33.43	60.00	N23°36'10"W	33.00	17.16	31°55'27"
C32	57.34	60.00	N66°56'34"W	55.18	31.07	54°45'21"
C33	40.59	60.00	S66°18'01"W	39.82	21.10	38°45'29"
C34	34.83	25.00	S86°50'21"W	32.08	20.92	79°50'09"
C35	26.37	15.00	N02°52'57"W	23.10	18.11	100°43'21"
C36	272.10	60.00	N03°09'39"W	92.04	71.71	259°50'09"
C40	88.25	270.00	S18°22'07"W	87.86	44.52	18°43'36"

Line Table

Line #	Length	Direction
L1	42.00	N66°28'06"E
L2	84.02	N23°33'53"W
L3	106.38	N60°02'41"W
L4	115.49	N29°57'18"E
L5	89.06	N09°00'19"E
L6	35.41	N69°47'36"E
L7	45.77	N18°30'07"E
L8	31.27	N82°46'50"E

Easement Line Table

Line #	Length	Direction
(L9)	174.20	N23°16'14"W
(L10)	178.82	N23°16'14"W
(L11)	174.42	N23°57'01"W
(L12)	15.01	N68°14'27"E

Easement Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
(C37)	15.04	60.00	N66°12'56"E	15.00	7.56	14°21'44"
(C38)	15.70	60.00	N83°21'53"E	15.66	7.90	14°59'32"
(C39)	18.91	25.00	S89°14'38"E	18.47	9.94	43°20'59"

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5400\Survey\PLAT- SANTA RITA PHASE 1, SECTION 23

SANTA RITA RANCH PHASE 1, SECTION 23
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC, OWNER OF THE CERTAIN CALLED 8.856 ACRE TRACT OF LAND AND A 0.062 ACRE TRACT OF LAND CONVEYED BY DEED IN DOCUMENT NUMBER 2022112156, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS, OUT OF AND A PART OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, AND GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND I, ROBERT J. LIVERMAN, PRESIDENT, WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 19A, OWNER OF THE CERTAIN CALLED 1.484 ACRE TRACT OF LAND CONVEYED BY DEED 2018056826 OUT OF THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, AND GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

"SANTA RITA RANCH PHASE 1, SECTION 23 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 12 DAY OF October, 20 22

SANTA RITA KC, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

JAMES EDWARD HORNE
VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 12th DAY OF October, 2022 A.D.

NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 5th DAY OF October, 20 22

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO.19A

BY:
BOARD OF DIRECTORS
James Knight,
Vice President

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 5th DAY OF October, 2022 A.D.

NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUE BROOKS LITTLEFIELD
Notary Public, State of Texas
Notary ID# 5433328
My Commission Expires
MAY 24, 2026

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY:
PRINTED NAME: Jason Rangel
TITLE: First Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 11th DAY OF October, A.D., 2022.

BY:
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Lindsay D Webster

MY COMMISSION EXPIRES 01-11-2026

LINDSAY D. WEBSTER
Notary Public, State of Texas
Commission Expires 01-11-2026
Notary ID 133529029

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

JERRY MILLARD, JR., DIRECTOR OF PLANNING
CITY OF LIBERTY HILL, TEXAS

10-12-22
DATE

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: 10/11/2022
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: 11 Oct 2022
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL LAND SURVEYOR

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

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

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

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 12th DAY OF October, 2022 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Teresa Baker
PRINTED NAME

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE_____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 3 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5400\Survey\PLAT- SANTA RITA PHASE 1, SECTION 23

Commissioners Court - Regular Session **31.**

Meeting Date: 10/25/2022

Update on Transformative Justice Program

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and acknowledge an update from Judge Stacey Mathews and partners on the Williamson County Transformative Justice Program.

Background

277th District Judge Stacey Mathews, Juvenile Services Executive Director Scott Matthew, and Program Director Terence Davis will provide an update to the Court on the status of the Transformative Justice Program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/11/2022 09:23 AM
Form Started By: John Pelczar		Started On: 10/11/2022 09:11 AM
Final Approval Date: 10/11/2022		

Commissioners Court - Regular Session **32.**

Meeting Date: 10/25/2022

Christi Center Resolution

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

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proclamation recognizing October 26, 2022 as Christi Center Day in celebration of its 35 years of supporting central Texans in grief.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 11:54 AM
Form Started By: Rachel Rull		Started On: 10/20/2022 10:48 AM
Final Approval Date: 10/20/2022		

State of Texas
County of Williamson
Know all men by these presents:

That on the 25th day of October 2022 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

WHEREAS, 2022 marks the Christi Center's 35th anniversary of providing hope and healing to central Texas mourning the loss of loved ones; and

WHEREAS, for those 35 years, the Christi Center has focused on its core values of providing ongoing grief support at no cost to individuals and families as long as needed, educating and increasing community awareness on issues affecting the bereaved, and building community partnerships to better support central Texans in grief; and

WHEREAS, Don and Susan Cox founded the Christi Center after the loss of their daughter, Christi Lanahan, and have provided selfless commitment, leadership, and support so others could find comfort, hope, and healing; and

WHEREAS, the Christi Center provides in-person and online group therapeutic sessions for adults, teens, and children that are and will always be free to those who need them; and

WHEREAS, the Christi Center is part of Williamson County and central Texas's solution to healing from the COVID-19 pandemic, providing support services to 13,275 individuals in 2021 and to over 100,000 since its inception in 1987, the Christi Center continues to work with over 150 community agencies in service to central Texans; and

WHEREAS, on Wednesday, October 26, 2022 the Christi Center will honor its founders, Don and Susan Cox, and commemorate its 35th year of support; now, therefore be it

PROCLAIMED, that the Williamson County Commissioner's Court recognizes the October 26, 2022 as,

Christi Center Day

in Williamson County, Texas and recognizes 35 years of the Center's role in the hope and healing of our citizenry and honors and thanks the founders Don and Susan Cox for their selfless commitment and service to the citizens of Williamson County.

PROCLAIMED THIS 25th DAY OF OCTOBER 2022

_____

Bill Gravell, Jr

Williamson County Judge

Attest: _____

Nancy Rister

Williamson County Clerk

Commissioners Court - Regular Session **33.**

Meeting Date: 10/25/2022

EDP Contract

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract in the Public Interest Between Williamson County and the Williamson County Economic Development Partnership, Inc. to support and develop economic development efforts, goals, objectives and services that will benefit Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EDP Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:33 AM
Form Started By: Hal Hawes		Started On: 10/20/2022 08:53 AM
Final Approval Date: 10/20/2022		

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
WILLIAMSON COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP, INC.
(FY2023)
(ECONOMIC DEVELOPMENT)

This Contract is entered into by and between Williamson County, Texas a political subdivision of the State of Texas, hereinafter referred to as "County", and Williamson County Economic Development Partnership, Inc., hereinafter referred to as "EDP".

WITNESSETH

WHEREAS, County is authorized pursuant to Section 381.004 of the Texas Local Government Code to develop and administer a program for local economic development, to stimulate, encourage, and develop business location and commercial activity in its jurisdiction; and

WHEREAS, County is authorized to contract with EDP to provide economic development services in relation to a program for local economic development and to use county funds for such program; and

WHEREAS, in 2014, County; the municipalities of Cedar Park, Leander, Hutto, Taylor, Georgetown and Jarrell; and the Round Rock Chamber of Commerce, Inc. created the EDP to collectively work together in cooperation as member governments to support and develop aggressive economic development efforts that would benefit Williamson County, Texas; and

WHEREAS, County and the EDP desire to set forth services to be provided by EDP and the funding that County will assist and aid EDP in performing such services; and

WHEREAS, County believes that it is in the public interest to enter into this Contract with EDP and that the services to be provided by the EDP will serve a public purpose; and

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. EDP shall use the funding paid by County hereunder to perform the services and achieve the broad goals outlined in this Contract. EDP will undertake to administer and continually assist in developing an aggressive economic development

program for the entities of the Williamson County Economic Development Partnership, Inc. In order to do so and in consideration of the County's funding hereunder, EDP agrees to provide services to include, but not be limited to the following:

a. EDP shall encourage and assist expansion by manufacturers currently located in Williamson County, Texas;
b. EDP shall make reasonable efforts necessary to develop and recruit new businesses to be located in Williamson County, Texas;
c. EDP shall host economic development prospects that visit Williamson County, Texas, as well as travel outside the region to visit such prospects who are interested in locating in the county;
d. EDP shall market Williamson County, Texas to targeted industries such as the technology-based or medical industries;
e. EDP shall take actions necessary to make Williamson County, Texas more competitive by creating incentives for companies to do business in the area;
f. EDP shall maintain an on-line marketing presence on behalf of the County and its partners through the EDP's website;
g. EDP shall host an annual Site Selector Event and a Williamson County Economic Summit in Williamson County, Texas;
h. EDP shall maintain a comprehensive database of available economic development sites and facilities in Williamson County, Texas;
i. EDP shall develop communication among all necessary parties related to economic prospects and projects;
j. EDP shall seek other funding sources in addition to the funding provided herein;
k. EDP shall provide consulting services related to economic development to County and the partners of the EDP as necessary;
l. EDP shall employ dedicated, qualified and competent staff, who shall report to and be under supervision of the EDP Board, that shall administer, manage and provide the services set out herein;
m. EDP's staff shall update the Williamson County Commissioners Court quarterly or as needed in executive session regarding specific economic development projects affecting the County;
n. EDP shall provide all administrative resources, offices, and office supplies necessary to carry out the services and obligations set out hereunder; and
o. The EDP shall promote and market the County fairly and equally with other partners of the EDP (NOTE: such marketing information will be accomplished in good faith and in coordination with the County's Public Affairs Office).

2. Reports. EDP shall make at least one annual presentation to the Commissioners Court pertaining to activities, accomplished goals, and those pending projects which may be appropriately mentioned during a public sessions of the Commissioners Court. The purpose of such presentation will be to both update the full Commissioners Court, as well as highlight efforts and achievements to the public.

3. Fee and Payment Terms. County agrees to provide funding to EDP in the amount of **$500,000.00.** County shall pay an initial installment of **$83,333.32** on or before **November 4, 2022.** Following the initial installment, all other installments will be paid by County in the amount

of **$41,666.66 each** during the first week of each month until the last monthly installment is paid during the first week of **September 2023**.

4. EDP Board Representation. The County shall have the right to appoint and, thereafter, at all times, maintain three (3) voting members on the EDP's Board of Directors, which currently amounts to Twenty Percent (20%) of the entire voting membership on the EDP's Board of Directors. The EDP agrees that the County's right to appoint Twenty Percent (20%) of the voting members of the EDP's Board of Directors shall be preserved if the EDP's voting membership on the Board of Directors is enlarged following execution of this Contract. Failure of the County to appoint persons to the EDP's Board of Directors shall not be deemed a waiver of the County's right to make an appointment at a later date. The County shall receive advance written notice of all meetings of the EDP's Board of Directors and copies of all actions by the EDP's Board of Directors.

5. Reimbursement of Funds. Despite the agreed upon payment terms set forth above, EDP agrees to reimburse County for funds distributed to EDP if (a.) EDP's uses the funding for inappropriate purposes that do not directly relate to the public purpose goals, intent and services set out herein; (b.) EDP's uses the funding for purposes and expenditures that a Texas political subdivision would not be authorized to expend taxpayer funds on (c.) EDP changes its operations in such a way that, in County's opinion, the EDP no longer serves a public purpose; (d.) the breach by EDP of any of the terms of this Contract and the continuation of such breach for a period of ten (10) days after written notice is given by County to EDP of such breach; or (e.) EDP assigns or otherwise transfers its interest in its operations to another entity without the prior written consent of County. Any reimbursement of funds under this provision shall be prorated based on those portions that were reasonably used in accordance with the terms hereof and for the intended purposes set out herein.

6. Records. EDP shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this Contract. EDP agrees that the Williams County Auditor shall have the right to audit such EDP records on an annual basis along with their regular review of records in a manner and form to be agreed upon by County and EDP. EDP further agrees that County, Williams County Auditor or their 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 EDP which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. EDP expressly agrees that County shall have access during normal working hours to all necessary EDP facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Additionally, County shall give EDP reasonable advance notice of intended audits.

7. Independent Contractor/Indemnity. It is understood and agreed that EDP is not and shall not in any sense be considered an employee, partner or joint venturer with County, additionally neither shall EDP be considered or in any manner hold itself out as an agent or official representative of County. EDP shall be considered an independent contractor for purposes of this Contract and shall in no manner incur any expenses or liability on behalf of County.

EDP FURTHER AGREES TO HOLD COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY EDP.

8. Compliance with All Laws. EDP and County each agree, in connection with the services or any related items to the subject matter of this Contract, to comply with any and all local, state or federal requirements.

9. Notice. Any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

County:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

EDP:

See Address Below Signature Block

General Counsel:
General Counsel
Office Of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

10. No Assignment. This Contract may not be assigned without the consent of the non-assigning party.

11. Termination. Notwithstanding the agreed upon term, this Contract may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of EDP;
b. the insolvency of EDP, the filing of a petition in bankruptcy either by or against EDP, or an assignment by EDP for the benefit of creditors;
c. the breach by EDP of any of the terms of this Contract and the continuation of such breach for a period of ten (10) days after written notice is given by County to EDP of such breach.
d. upon County's sole discretion with or without cause by providing thirty (30) days written notice.

12. Term. This Contract shall commence as of the date of the last party's execution herein-below and continue thereafter until **September 30, 2023**, but with on-going contractual obligations relating to audits and record keeping by EDP extending beyond the termination date and the payment of funds by County.

13. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation

Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

14. Venue & Applicable Law. Venue of this Contract shall be County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

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

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

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

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

WILLIAMSON COUNTY, TEXAS (County):

By: _____

Printed Name: _____

Capacity: As Presiding Officer
Williamson County Commissioners Court

Date: _____ _____, 20____

WILLIAMSON COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP, INC. (EDP):

By: _____

Printed Name: Ben White

Capacity: Authorized Agent Williamson County Economic Development Partnership, Inc.

Date: October 18, 2022

Address: 450 Cypress Creek Rd Bld 1
Attn: Ben White
Cedar Park, Tx 78613

Commissioners Court - Regular Session **34.**

Meeting Date: 10/25/2022

Memorandum for Law Enforcement Support Office (LESO) Program

Submitted For: Mike Gleason **Submitted By:** Tammy Alexander, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Addendum to LESO Program State Plan of Operation (SPO).

Background

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum Memorandum LESO Program

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/11/2022 08:46 AM
County Judge Exec Asst.	Becky Pruitt	10/11/2022 11:30 AM
Form Started By: Tammy Alexander		Started On: 10/10/2022 04:43 PM
Final Approval Date: 10/11/2022		

DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

GPL

August 15, 2022

MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee), the Civilian Governing Body (CGB), and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).

b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive "controlled" property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF "CONTROLLED" PROPERTY This SPO Addendum adds the below items to the "controlled" property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of "controlled" items in their annual equipment list review. Provisions within the 2021 MOA applicable to "controlled" property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the "controlled" property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as "controlled" property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

a) *Manned Aircraft, Fixed Wing:* Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

b) *Manned Aircraft Rotary Wing:* Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles:* Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes "flash bangs" as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons:* Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or "stun" capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets:* Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields:* Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application-* Participating LEAs in the State of Texas, are not authorized to acquire LRAD devices. All requests for these devices, will be denied.

b) *Vehicles that do not have commercial application-* This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses-* EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements-* During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow "reasonable opportunity to review" (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff's who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General's Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as "Campus Police" or "Campus LEAs" must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the "reasonable opportunity to review" (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements.

a) Participating LEAs in the State of Texas, are not authorized to share or loan any assigned LESO program property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing-* LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing-* LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact-* LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property-* LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use-* LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation-* LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of "significant incidents" (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR "SIGNIFICANT INCIDENTS" LEAs must collect and retain the information (described below) when any law enforcement activity involves a "Significant Incident" which requires (or results in) the use of controlled property on the LEAs inventory. A "Significant Incident" is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a "Significant Incident" for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for "Significant Incident" reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

ii) Description of the LEA action/operation involving the controlled property.

iii) Identification of LEA personnel who used and directed the use of the controlled property.

iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).

v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

a) Certify they have authorization from their CGB to participate in the LESO Program.

b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.

i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.

ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.

c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.

d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements.

e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.

f) Certify that LRAD devices are not authorized to be acquired by any participating LEAs in the State of Texas.

g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.

h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.

i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.

j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the State of Texas does not authorize participating LEAs to share or loan any LESO assigned property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Texas

Title (Print): Chief, Crime Records Division, Texas Dept of Public Safety

Name (Print): Michelle Farris

Signature (Sign): _____ Date (MM/DD/YYYY): 10/4/2022

Law Enforcement Agency Name: Williamson County, Texas Sheriff's Office

Chief Law Enforcement Official (CLEO) Title (Print): Sheriff

Name (Print): Michael T. Gleason

Signature (Sign): _____ Date (MM/DD/YYYY): 10/05/2022

Civilian Governing Body (CGB) Title (Print): _____

Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Commissioners Court - Regular Session **35.**

Meeting Date: 10/25/2022

Approval of Blanket PO for Uniforms for EMS Personnel from GT Distributors for EMS Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Blanket Requisition #130156 for annual EMS personnel uniform purchases from GT Distributors, Inc., in the amount of $52,000.00, as per BuyBoard Contract #603-20.

Background

Approval of this item will support the operations of the Williamson County EMS Department. The blanket purchase order will encumber funds for the annual uniform purchase for existing personnel. Budget has approved this purchase. This expenditure will be charged to 01.0100.0540.003311 FY23. Department contact is Ed Tydings.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 09:01 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:23 AM
Form Started By: Kerstin Hancock		Started On: 10/18/2022 11:48 AM
Final Approval Date: 10/20/2022		

Commissioners Court - Regular Session **36.**

Meeting Date: 10/25/2022

Approval of Blanket Requisition for Fuel Card Purchases from Fleetcor dba/Fuelman for EMS Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Blanket Requisition #130091 in the amount of $300,000 as per OMNIA contract #R211101 with Fleetcor dba/Fuelman for fuel card purchases.

Background

Approval of this item will support the operations of the Williamson County EMS Department. The blanket purchase order will encumber funds for Fuelman Card gasoline purchases. This expenditure will be charged to 01.0100.0540.003311 FY23. Department contact is Theresia Carter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 10:44 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 11:03 AM
Form Started By: Kerstin Hancock		Started On: 10/19/2022 04:23 PM
Final Approval Date: 10/20/2022		

Commissioners Court - Regular Session **37.**

Meeting Date: 10/25/2022

Approval of County Addendum for Support and Maintenance for Radio Communications

Submitted For: Joy Simonton **Submitted By:** Stephanie Robles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action approving the Statements of Work (SOW) #202326 for the annual Support and Maintenance for Radio Communications Systems with Motorola Solutions, totaling $1,391,879.23, pursuant to HGAC Contract #RA05-21, and authorizing the purchase.

Background

This agreement provides the County's mission-critical radio communications systems with 24/7 365 support and maintenance from Motorola per the attached quotes. The service grouping supports the in-building signal boosters installed in critical buildings throughout the county for added signal strength, tower maintenance and microwave radio equipment support at the tower sites, the County's dispatch center and response vehicle technologies. Tower Maintenance is for the County's fixed infrastructure tower sites. The AVIAT contract supports the microwave radio equipment located at the tower sites, and the Gold Elite contract supports the County's dispatch center and response vehicles technologies. These contracts are renewed annually. Funding Sources for FY23: 01.0507.0507.004500; 01.0100.0523.004500; 01.0100.0587.004500. Point of Contact is Paul Swisher.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract
Aviat Quote
Jail Quote
Juniper Quote
Mesh Quote
Training Lab Quote
Astro Quote
Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 08:01 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:18 AM
Form Started By: Stephanie Robles		Started On: 10/11/2022 07:12 PM
Final Approval Date: 10/20/2022		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR MOTOROLA SOLUTIONS SERVICES SOW CONTRACTS

**(Quote #[redacted] & Contract #USC[redacted]; Quote #[redacted] & Contract #US[redacted];
Quote #[redacted] & Contract #U[redacted]; Quote #[redacted] & Contract #US[redacted];
Quote #[redacted] & Contract #U[redacted]; Quote #[redacted] & Contract #U[redacted]; and
Quote #[redacted] & Contract #U[redacted])**

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

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

I.

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

II.

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

III.

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

IV.

Good Faith: Motorola agrees to act in good faith in the performance of this contract.

V.

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

A. **This Addendum;**

B. **As described in the attached Statement of Work Proposal/Quotes, which are incorporated herein as if copied in full:**

1. QUOTE [redacted] & Contract #[redacted]
2. QUOTE [redacted] & Contract #[redacted]
3. QUOTE [redacted] & Contract #[redacted]
4. QUOTE [redacted] & Contract #[redacted]
5. QUOTE [redacted] & Contract #[redacted]
6. QUOTE [redacted] & Contract #[redacted]
7. QUOTE [redacted] & Contract #[redacted]

C. **HGAC RA05-21; and**

D. **Any required insurance certificates evidencing required coverages.**

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

VI.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The

County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VII.

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

VIII.

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

IX.

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

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

COUNTY:

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20_____

SERVICE PROVIDER:

MOTOROLA

By: _____

Printed Name: PAUL NEWMAN

Representative
Capacity: REGIONAL SERVICES MANAGER

Date: OCTOBER 5, 2022

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-[redacted]
Contract Number: US[redacted]
Contract Modifier: R03-OCT-2022

Date: 02/25/2022

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

Required P.O. :	
Customer # :	[redacted]
Bill to Tag # :	
Contract Start Date :	01-Oct-2022
Contract End Date :	30-Sep-2023
Anniversary Day :	Sep 30th
Payment Cycle :	ANNUALLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	SV[redacted]	VENDOR MANAGEMENT-CUSTOM SOW	$10,094.00

	Subtotal - Recurring Services	$841.17	$10,094.00
	Subtotal - One-Time Event Services	$0.00	$0.00
	Total	$841.17	$10,094.00

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

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

Highlighted cybersecurity services added when applicable:

SECURITY PATCHING
Remote Security Update Service
[X] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
Security Update Service
[X] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
THREAT DETECTION
Managed Detection & Response
[X] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-[redacted]
Contract Number: U[redacted]
Contract Modifier: R03-OCT-2022

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	CSM	5/18/2022
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Cody Benningfield	512-202-2162	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : WILLIAMSON COUNTY
Contract Number : U[redacted]
Contract Modifier : R03-OCT-2022
Contract Start Date : 01-Oct-2022
Contract End Date : 30-Sep-2023

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-[redacted]
Contract Number: U[redacted]
Contract Modifier: R03-OCT-2022

Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-[redacted]
Contract Number: US[redacted]
Contract Modifier: R03-OCT-2022

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

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

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

Quote Number : QUOTE-[redacted]
Contract Number: U[redacted]
Contract Modifier: R03-OCT-2022

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

Quote Number : QUOTE-[redacted]
Contract Number: U[redacted]
Contract Modifier: R03-OCT-2022

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

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-[redacted]
Contract Number: U[redacted]
Contract Modifier: R03-OCT-2022

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	**Customer**: _____
By: _____	By: _____
Name: Cody Benningfield	Name: _____
Title: CSM	Title: _____
Date: 5/18/2022	Date: _____

Revised Oct 9, 2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : [redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

Date: 02/25/2022

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

Required P.O. :	
Customer # :	[redacted]
Bill to Tag # :	
Contract Start Date :	01-Oct-2022
Contract End Date :	30-Sep-2023
Anniversary Day :	Sep 30th
Payment Cycle :	ANNUALLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	[redacted]	CONTRACT ADMINISTRATION SERVICE	$3,857.00

	Subtotal - Recurring Services	$321.42	$3,857.00
	Subtotal - One-Time Event Services	$0.00	$0.00
	Total	$321.42	$3,857.00

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

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

Highlighted cybersecurity services added when applicable:

SECURITY PATCHING
Remote Security Update Service
[X] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
Security Update Service
[X] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
THREAT DETECTION
Managed Detection & Response
[X] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : [redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	CSM	5/18/2022
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Cody Benningfield	[redacted]	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : WILLIAMSON COUNTY
Contract Number : [redacted]
Contract Modifier : R03-OCT-2022
Contract Start Date : 01-Oct-2022
Contract End Date : 30-Sep-2023

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : [redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

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Quote Number : [redacted]
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Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

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

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Quote Number : [redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : [redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	**Customer**: _____
By: _____	By: _____
Name: Cody Benningfield	Name: _____
Title: CSM	Title: _____
Date: 5/18/2022	Date: _____

Revised Oct 9, 2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-[redacted]
Contract Number: U[redacted]
Contract Modifier: R03-OCT-2022

Date: 02/25/2022

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

Required P.O. :	
Customer # :	[redacted]
Bill to Tag # :	
Contract Start Date :	01-Oct-2022
Contract End Date :	30-Sep-2023
Anniversary Day :	Sep 30th
Payment Cycle :	ANNUALLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	SV[redacted]	CONTRACT ADMINISTRATION SERVICE	$17,823.30

	Subtotal - Recurring Services	$1,485.28	$17,823.30
	Subtotal - One-Time Event Services	$0.00	$0.00
	Total	$1,485.28	$17,823.30

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

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

Highlighted cybersecurity services added when applicable:

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Managed Detection & Response
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AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE

CUSTOMER (PRINT NAME)

	CSM	5/18/2022
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Cody Benningfield	512-202-2162	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : WILLIAMSON COUNTY
Contract Number : U[redacted]
Contract Modifier : R03-OCT-2022
Contract Start Date : 01-Oct-2022
Contract End Date : 30-Sep-2023

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

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Section 9. WARRANTY

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

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Quote Number : QUOTE-[redacted]
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Contract Modifier: R03-OCT-2022

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-[redacted]
Contract Number: U[redacted]
Contract Modifier: R03-OCT-2022

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	**Customer**: _____
By: _____	By: _____
Name: Cody Benningfield	Name: _____
Title: CSM	Title: _____
Date: 5/18/2022	Date: _____

Revised Oct 9, 2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-[redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

Date: 02/07/2022

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

Required P.O. :	
Customer # :	[redacted]
Bill to Tag # :	
Contract Start Date :	01-Oct-2022
Contract End Date :	30-Sep-2023
Anniversary Day :	Sep 30th
Payment Cycle :	ANNUALLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	SVC[redacted]	ONSITE INFRA RESP-CUSTOM SOW	$2,864.48
	SVC[redacted]	ASTRO DISPATCH SERVICE	$400.02

	Subtotal - Recurring Services	$272.04	$3,264.50
	Subtotal - One-Time Event Services	$0.00	$0.00
	Total	$272.04	$3,264.50

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

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

MOTOROLA SOLUTIONS

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Highlighted cybersecurity services added when applicable:

SECURITY PATCHING
Remote Security Update Service
[x] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
Security Update Service
[x] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
THREAT DETECTION
Managed Detection & Response
[x] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	CSM	5/18/2022
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Cody Benningfield	512-202-2162	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : WILLIAMSON COUNTY
Contract Number : [redacted]
Contract Modifier : R03-OCT-2022
Contract Start Date : 01-Oct-2022
Contract End Date : 30-Sep-2023

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : QUOTE-[redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

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Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

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

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

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

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

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

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

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

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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Quote Number : QUOTE-[redacted]
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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : QUOTE-[redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	**Customer**: _____
By: _____	By: _____
Name: Cody Benningfield	Name: _____
Title: CSM	Title: _____
Date: 5/18/2022	Date: _____

Revised Oct 9, 2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : [redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

Date: 02/25/2022

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	911 TRACY CHAMBERS LN
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :	
Customer # :	[redacted]
Bill to Tag # :	
Contract Start Date :	01-Oct-2022
Contract End Date :	30-Sep-2023
Anniversary Day :	Sep 30th
Payment Cycle :	ANNUALLY
PO # :	

Qty	Service Name	Service Description	Extended Amt
	[redacted]	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	[redacted]	RELEASE IMPLEMENTATION TRAINING	$0.00
	[redacted]	RELEASE IMPACT TRAINING	$0.00
	S[redacted]	SYSTEM UPGRADE AGREEMENT II	$47,490.77
	[redacted]	ASTRO SUA II FIELD IMPLEMENTATN SVC	$5,081.41
	[redacted]	ASTRO SYSTEM ADVANCED PLUS PACKAGE	$38,235.25

Subtotal - Recurring Services	$7,567.29	$90,807.43
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$7,567.29	$90,807.43

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : [redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

Highlighted cybersecurity services added when applicable:

SECURITY PATCHING
Remote Security Update Service
[X] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
Security Update Service
[X] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
THREAT DETECTION
Managed Detection & Response
[X] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
[signature]	CSM	5/18/2022
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Cody Benningfield	[redacted]	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : WILLIAMSON COUNTY
Contract Number : U[redacted]
Contract Modifier : R03-OCT-2022
Contract Start Date : 01-Oct-2022
Contract End Date : 30-Sep-2023

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : [redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : [redacted]
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Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

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

500 W Monroe Street
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(888) 325-9336

Quote Number : [redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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Quote Number : [redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

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

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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(888) 325-9336

Quote Number : [redacted]
Contract Number: [redacted]
Contract Modifier: R03-OCT-2022

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	**Customer**: _____
By: _____	By: _____
Name: Cody Benningfield	Name: _____
Title: CSM	Title: _____
Date: 5/18/2022	Date: _____

Revised Oct 9, 2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-[redacted]
Contract Number: U[redacted]
Contract Modifier: R03-OCT-2022

Date: 02/25/2022

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	911 TRACY CHAMBERS LN
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :	
Customer # :	[redacted]
Bill to Tag # :	
Contract Start Date :	01-Oct-2022
Contract End Date :	30-Sep-2023
Anniversary Day :	Sep 30th
Payment Cycle :	MONTHLY
PO # :	

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	[redacted]	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00	$0.00
		RELEASE IMPLEMENTATION TRAINING	$0.00	$0.00
		RELEASE IMPACT TRAINING	$0.00	$0.00
		SYSTEM UPGRADE AGREEMENT II	$8,170.13	$98,041.58
		ASTRO SUA II FIELD IMPLEMENTATN SVC	$817.49	$9,809.86
		ASTRO SYSTEM ADVANCED PLUS PACKAGE	$10,419.57	$125,034.78
		NICE-SUA II	$6,215.12	$74,581.44
		NICE GOLD PACKAGE	$11,007.50	$132,090.05

Subtotal - Recurring Services	$36,629.81	$439,557.71
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$36,629.81	$439,557.71

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

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

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Contract Number:
Contract Modifier: R03-OCT-2022

Highlighted cybersecurity services added when applicable:

SECURITY PATCHING
Remote Security Update Service
[ ] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
Security Update Service
[ ] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.

THREAT DETECTION
Managed Detection & Response
[ ] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
[signature]	RSM	5/23/22
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Paul Newman	307-256-0344	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : WILLIAMSON COUNTY
Contract Number : [redacted]
Contract Modifier : R03-OCT-2022
Contract Start Date : 01-Oct-2022
Contract End Date : 30-Sep-2023

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

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

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

Quote Number : [redacted]
Contract Number:
Contract Modifier: R03-OCT-2022

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : [redacted]
Contract Number:
Contract Modifier: R03-OCT-2022

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: _____

Name: PAUL NEWMAN

Title: RSM

Date: 5/23/22

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____

Revised Oct 9, 2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : [redacted]
Contract Number:
Contract Modifier: R19-OCT-2022

Date: 02/25/2022

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

Required P.O. :	
Customer # :	[redacted]
Bill to Tag # :	
Contract Start Date :	01-Oct-2022
Contract End Date :	30-Sep-2023
Anniversary Day :	Sep 30th
Payment Cycle :	MONTHLY
PO # :	178817

Qty	Service Name	Service Description	Extended Amt
	[redacted]	VENDOR MANAGEMENT-CUSTOM SOW	$128,554.68
		ONSITE INFRASTRUCTURE RESPONSE-PREMIER	$14,755.22
		ASTRO TECHNICAL SUPPORT	$4,183.26
		ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$5,460.62
		ASTRO DISPATCH SERVICE	$1,691.79
		SYS UPGRADE AGRMT II-SITE	$86,170.51
		CONTRACT ADMINISTRATION SERVICE	$40,732.10
		ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
		RELEASE IMPLEMENTATION TRAINING	$0.00
		RELEASE IMPACT TRAINING	$0.00
		SYSTEM UPGRADE AGREEMENT II	$122,624.26
		ASTRO SUA II FIELD IMPLEMENTATN SVC	$2,569.59
		ASTRO SYSTEM ADVANCED PLUS PACKAGE	$419,733.26
		ASTRO CUSTOMER TECHNICIAN DISPATCH	$0.00
		ASTRO NETWORK MONITORING-CTD	$0.00

Subtotal - Recurring Services	$68,872.94	$826,475.29
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$68,872.94	$826,475.29

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : [redacted]
Contract Number:
Contract Modifier: R19-OCT-2022

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

Highlighted cybersecurity services added when applicable:

SECURITY PATCHING
Remote Security Update Service
[ ] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
Security Update Service
[ ] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.
THREAT DETECTION
Managed Detection & Response
[ ] Does Not Apply
[ ] Opt Out - I have received a briefing on this service and choose not to subscribe.

AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE

CUSTOMER (PRINT NAME)

RSM | 5/23/22

MOTOROLA REPRESENTATIVE(SIGNATURE) | TITLE | DATE

Paul Newman | [redacted]

MOTOROLA REPRESENTATIVE(PRINT NAME) | PHONE

Company Name : WILLIAMSON COUNTY
Contract Number : [redacted]
Contract Modifier : R19-OCT-2022
Contract Start Date : 01-Oct-2022
Contract End Date : 30-Sep-2023

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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Quote Number : [redacted]
Contract Number:
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Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

MOTOROLA SOLUTIONS

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Quote Number : [redacted]
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Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

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

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

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

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Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

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

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

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

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

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Quote Number : [redacted]
Contract Number:
Contract Modifier: R19-OCT-2022

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	**Customer**: _____
By: _____	By: _____
Name: PAUL NEWMAN	Name: _____
Title: RSM	Title: _____
Date: 5/23/22	Date: _____

Revised Oct 9, 2021

Commissioners Court - Regular Session **38.**

Meeting Date: 10/25/2022

Approval of Agreement for ServiceNow IT Service Management with Carahsoft Technology Corp. for IT Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the renewal agreement #202331 between Williamson County and Carahsoft Technology Corp. for the ServiceNow Maintenance for a total amount of $138,351.00, pursuant to GSA contract #47QSWA18D008F, and authorize the execution of the renewal.

Background

Approval of this item will support Williamson County operations through the continued use of ServiceNow personnel asset management work flow platform. This quote entails ServiceNow IT Service Management Fulfiller User, ServiceNow Additional Non-Production Instance US Data Center, ServiceNow IntegrationHub Starter-Transactions and ServiceNow Agile Team-Module. The agreement covers a period of (12) twelve months from 11/30/2022-11/29/2023. Legal, IT, Contract Audit and Budget have reviewed this renewal. This expenditure will be charged to FY22 01.0100.0503.004505. Department Contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Carahsoft Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 08:52 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:21 AM
Form Started By: Mary Watson		Started On: 10/17/2022 09:49 AM
Final Approval Date: 10/20/2022		

GOVERNMENT - PRICE QUOTATION

servicenow

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO:	Michelle Kleen PMP Williamson County 301 SE Inner Loop Suite 105 Georgetown, TX 78626	**FROM:**	Michael Edwards Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL:	MKleen@wilco.org	**EMAIL:**	Michael.Edwards@carahsoft.com
PHONE:	(512) 943-1459	**PHONE:**	(703) 889-9761 **FAX:** (703) 871-8505

TERMS: GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2023
FTIN: [redacted]
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: [redacted]
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO:	[redacted]
QUOTE DATE:	08/30/2022
QUOTE EXPIRES:	11/27/2022
RFQ NO:	Year 3
SHIPPING:	ESD
TOTAL PRICE:	$138,351.00
TOTAL QUOTE:	$138,351.00

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS		QTY	EXTENDED PRICE
		YEAR 3					
1	PROD11353-120	ServiceNow® IT Service Management - Fulfiller User v2 (Priced Monthly, 1 Year Term) ServiceNow - PROD11353 Start Date: 11/30/2022 End Date: 11/29/2023	RATE: $96.30	12	GSA	110	$127,116.00
2	188-VOPADDINSTDCUS	ServiceNow® Additional Non-Production Instance - US Data Center (Monthly) ServiceNow Start Date: 11/30/2022 End Date: 11/29/2023	RATE: $936.25	12	OM	1	$11,235.00
3	PROD11415-2	ServiceNow® IntegrationHub Starter - Transactions ServiceNow - PROD11415 Start Date: 11/30/2022 End Date: 11/29/2023	RATE: $0.00	12	OM	1	$0.00
4	PROD12492-2	ServiceNow® Agile Team - Module (Monthly) ServiceNow - PROD12492 Start Date: 11/30/2022 End Date: 11/29/2023	RATE: $0.00	12	OM	1	$0.00
		SUBTOTAL:					$138,351.00
						TOTAL PRICE:	**$138,351.00**
						TOTAL QUOTE:	**$138,351.00**

servicenow

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE

Expressly incorporated herein is the Williamson County Addendum originally approved and signed by Williamson County on November 24, 2020 as if copied in full.
-All Licenses, Software, and Subscriptions are invoiced upon contract award for the full period of performance.
-Learning credits are invoiced monthly in arrears based on usage. Unused credits expire one year after purchase. If any unused credits remain at the time of expiration, no charges will be made against them.
-Subscriptions and all other services are non-refundable and non-returnable.
-On-site training has a $2,000 travel & expense fee per class
-Include the End-User contact information (i.e., the responsible party that manages the ServiceNow instance) on the PO to Carahsoft.
-Subscription renewals are subject to an uplift not to exceed 10% year-over-year. Multi-year renewals incur one uplift. Each Renewal Order is subject to the following conditions: (i) the Subscription Products in the expiring order continue to be made commercially available by ServiceNow and if not, then the Renewal Order shall be for ServiceNow's then available Subscription Product that is substantially equivalent to the Renewal Product in the expiring order; (ii) the sales model for the expiring order continues to be made available by ServiceNow in a commercially equivalent model; (iii) the units of each Renewal Product in the Renewal Order are equal to or greater than the sum of all the Units for that Renewal Product in all the order forms placed by Customer during the subscription term of the then expiring order form; (iv) each Renewal Order is for a twelve (12) month subscription term; (v) Customer places the Renewal Order before the expiration of the Subscription Term of the expiring order form; and (vi) the Renewal Order is on mutually agreeable terms and conditions.
-Carahsoft and ServiceNow reserve the right to suspend access to the instance if payment is not made within payment terms.

Customer accepts ServiceNow flow down terms https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2
*Click ServiceNow on the list

QUOTE DATE: 08/30/2022
QUOTE NO: [redacted]

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

"User" means any employee or contractor of Customer or Customer Affiliate that is assigned a unique username and password and has a user profile in the Subscription Service designated as "active". Only Users may be given access to the subscription service by Customer. A use right may not be shared or transferred. Customer shall not use the subscription service in a manner that circumvents usage restrictions.

"Approver User" is any User performing any of the functions set forth in the table below for an Approver User. An Approver User may only perform the functions set forth in the table below for an Approver User.

"Requester User" is any User that performs only the functions set forth in the table below for a Requester User.

"End User" has the same use rights as **"Requester User."**

"Fulfiller User" is any User other than an Approver User or Requester User. Without limitation, a Fulfiller User is any User that performs any function other than an Approver User function or Requester User function, including those set forth in the table below for a Fulfiller User.

"Process User" has the same use rights as **"Fulfiller User."**

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product.

A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on https://www.servicenow.com/upgrade-schedules.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

SUBSCRIPTION PRODUCTS

Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD00065 ServiceNow® Additional Non-Production Instance	Additional non-production 4TB storage limit instance in ServiceNow's data center.
PROD11353 ServiceNow® IT Service Management Standard	Included Applications: Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Digital Portfolio Management and Universal Request Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users. Universal Request use rights apply only to IT Service Management Standard applications and App Engine Starter 25 Custom Tables App Engine Starter 25: Customer is granted the right to create or install up to 25 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type. The following Application(s) became available according to the release indicated below. Walk-Up Experience - London San Diego - Digital Portfolio Management
PROD11415 ServiceNow® IntegrationHub Starter	IntegrationHub Starter includes entitlement for up to 1,000,000 IntegrationHub Transactions annually (unused Transactions expire annually). IntegrationHub Starter includes Protocols and Spokes as set forth in the IntegrationHub Overview on www.servicenow.com/upgrade-schedules.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com. An IntegrationHub Transaction is defined as any external call originating from, initiated by, or part of, a flow within Flow Designer. Additional annual Transactions require the purchase of a separate IntegrationHub package.
PROD12492 ServiceNow® Agile Team	Included Applications: Agile Development and Test Management All Users may use the above applications.

Commissioners Court - Regular Session **39.**

Meeting Date: 10/25/2022

Approval of Small Municipal and County Government Enterprise Agreement (SGEA)

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 of approving the agreement #202317 between ESRI and Williamson County for the Small Municipal and County Government Enterprise Agreement (SGEA), for a total of $495,000.00, for a three (3) year term, and exempting this purchase under the Texas Local Government Code Section 262.024(a)(7)(D) Discretionary Exemptions captive replacement parts or components for equipment.

Background

Williamson County GIS is looking for approval of the ESRI Small Municipal and County Government Enterprise Agreement (SGEA) for three (3) years that supports the ArcGIS platforms throughout the County. The approval of the SGEA will allow the continued County access to bulk ESRI term licenses as well as discounts on software not offered in the SGEA for the span of the agreement. This agreement provides an Enterprise Licensing Agreement for a bulk purchase price, which offers a better discount to the county. Legal, Contract Audit, and Budget have reviewed this agreement. Funding Source approved for FY2023: 01.100.503.4505. The Department point of contact is George Strebel.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted ESRI quote 10.25.22

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 08:56 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:22 AM
Form Started By: Mary Watson		Started On: 10/17/2022 02:16 PM
Final Approval Date: 10/20/2022		

August 15, 2022

Mr. George Strebel
County of Williamson
301 Se Inner Loop Ste 105
Georgetown, TX 78626-8207

Dear George,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Phillip White

Quotation # [redacted]

Date: August 15, 2022

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # [redacted] **Contract #**

County of Williamson
Information Technology Dept
301 Se Inner Loop Ste 105
Georgetown, TX 78626-8207

ATTENTION: George Strebel
PHONE: 512-943-1474
EMAIL: gstrebel@wilco.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/15/2022 To: 11/13/2022

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	$165,000.00	$165,000.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				
168182	1	Year 2	$165,000.00	$165,000.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				
168182	1	Year 3	$165,000.00	$165,000.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$495,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$495,000.00

This SGEA pricing is based on a calculation of the unincorporated population which is served by the county.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Phillip White	pwhite@esri.com	(909) 793-2853 x5803

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WHITEP **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-6)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
1,000 ArcGIS Online Viewers
1,000 ArcGIS Online Creators
110,000 ArcGIS Online Service Credits
1,000 ArcGIS Enterprise Creators
15 ArcGIS Insights in ArcGIS Enterprise
15 ArcGIS Insights in ArcGIS Online
200 ArcGIS Tracker for ArcGIS Enterprise
200 ArcGIS Tracker for ArcGIS Online
7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
7 ArcGIS Utility Network User Type Extensions (Enterprise)
7 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**5**
Number of Tier 1 Help Desk individuals authorized to call Esri	**5**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

County of Williamson Statutory Provision

- **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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.

ACCEPTED AND AGREED:

COUNTY OF WILLIAMSON

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

By: Tamisa Greening
Authorized Signature

Printed Name: Tamisa Greening

Title: Managing Attorney, Contracts & Legal

Date: Oct 18, 2022

Enterprise Agreement

Final Audit Report 2022-10-18

Created:	2022-10-18
By:	James Ayodele (jayodele@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALJ1OHpMGJXxu_naxEx0FB02ADBORJ4aR

"Enterprise Agreement" History

Document created by James Ayodele (jayodele@esri.com)
2022-10-18 - 5:14:07 PM GMT

Document emailed to Tamisa Greening (tgreening@esri.com) for signature
2022-10-18 - 5:15:51 PM GMT

Email viewed by Tamisa Greening (tgreening@esri.com)
2022-10-18 - 5:16:27 PM GMT

Document e-signed by Tamisa Greening (tgreening@esri.com)
Signature Date: 2022-10-18 - 5:16:42 PM GMT - Time Source: server

Agreement completed.
2022-10-18 - 5:16:42 PM GMT

Commissioners Court - Regular Session **40.**

Meeting Date: 10/25/2022

Approval of Agreement for Odyssey Annual Maintenance with Tyler for IT Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the annual support and maintenance agreement #202339, for Odyssey Judicial and Jail Software with Tyler Technologies in the amount of $466,194.21 pursuant to Sourcewell cooperative contract #090320 TTI.

Background

The Odyssey platform connects justice organizations in law enforcement, corrections, and supervision for an end-to-end criminal justice solution from dispatch through disposition. This platform has been in place with Williamson County since 2006. Tyler Technologies is the only company to provide maintenance and support for their proprietary and patented software. Support covers the period from October 1st, 2022-September 30th, 2023. IT, legal, contract audit and budget have reviewed this renewal. Funding source is FY23 01.0100.0503.004505. Department contact is Alison Gleason.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 10:57 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 11:00 AM
Form Started By: Erica Smith		Started On: 10/19/2022 08:20 AM
Final Approval Date: 10/20/2022		

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
[redacted]	10/01/2022	1 of 1

Questions:
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Email: ar@tylertech.com

Bill To: Williamson County Information Serv.
Attn: Tammy McCulley
301 SE Inner Loop - Suite 105
Georgetown, TX 78626

Ship To: Williamson County Information Serv.
Attn: Tammy McCulley
301 SE Inner Loop - Suite 105
Georgetown, TX 78626

[redacted]	Ord No	PO Number	Currency	Terms	Due Date
	102991		USD	NET30	10/31/2022

Date	Description	Units	Rate	Extended Price
Contract No.: Williamson County - Sourcewell 090320 TTI				
	Odyssey SessionsWorks Judge Edition - Standard Annual Maintenance	1	16,922.08	16,922.08
	Maintenance Start: 01/Oct/2022, End: 30/Sep/2023			
	Integration Toolkits - Case Manager Libraries Standard Annual Maintenance	1	5,063.70	5,063.70
	Maintenance Start: 01/Oct/2022, End: 30/Sep/2023			
	Inmate Fingerprint Biometrics - Standard Annual Maintenance	1	3,007.09	3,007.09
	Maintenance Start: 01/Oct/2022, End: 30/Sep/2023			
Contract No.: Williamson County - Sourcewell 090320TTI				
	Williamson County Odyssey Check Manager Software Standard Maintenance and Support	1	22,014.02	22,014.02
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	Williamson County Odyssey Case Manager Enterprise Software Standard Maintenance and Support	1	256,823.10	256,823.10
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	Williamson County Odyssey Document Management e-Signatures + merged to TIFF Standard Maintenance and Support	1	1,173.79	1,173.79
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	Williamson County Odyssey Document Management Record on Appeal Creator Standard Maintenance and Support	1	3,815.78	3,815.78
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	Williamson County Odyssey Integration Toolkits: Jail Manager Libraries Standard Maintenance and Support	1	14,675.56	14,675.56
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	Williamson County Odyssey Jail / Law Enforcement Software Standard Maintenance and Support	1	91,722.61	91,722.61
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	Electronic Signatures + Merged to Tiff Annual Maintenance	1	7,823.43	7,823.43
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			
	Odyssey Continuous Improvement Program (CIP) Annual Agreement	1	43,153.05	43,153.05
	Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023			

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	466,194.21
Sales Tax	0.00
Invoice Total	466,194.21

Commissioners Court - Regular Session **41.**

Meeting Date: 10/25/2022

Approval of Bulk Order of Computers from Dell for Countywide Departments

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the annual bulk purchase for budgeted computers and equipment from Dell Technologies, for a total not to exceed $510,406.81, pursuant to the DIR contract #DIR-TSO-3763.

Background

This budgeted annual bulk purchase of computers and equipment will benefit Williamson County with better prices and discounts for savings when ordered in this manner. Items specified are for both new and replacement computers and equipment. The attached quote has the detailed information regarding what equipment is being purchased. The cost of $510,406.81 is a not-to-exceed purchase amount. IT has approved this purchase. Legal and contract audit have reviewed the quote. There are multiple line item expenditures used for this purchase from various departments as approved in the FY23 budget as per attached spreadsheet. The department point of contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Funding

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 10:09 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 11:01 AM
Form Started By: Erica Smith		Started On: 10/19/2022 08:23 AM
Final Approval Date: 10/20/2022		

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No. [redacted]
Total $510,406.81
Customer # [redacted]
Quoted On
Expires by

Contract Name

Contract Code
Customer Agreement #
Deal ID

Sales Rep [redacted]
Phone
Email
Billing To

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
[redacted]

Shipping Group

Shipping To
[redacted]

Shipping Method
Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex 7400 AIO	$991.63	8	$7,933.04
OptiPlex 7000 SFF	$953.68	182	$173,569.76
Dell Latitude 5330	$1,299.09	29	$37,673.61
Precision 3650 Tower	$1,245.98	12	$14,951.76

De Market ng LP. U.S. on y. De Market ng LP. s ocated at One De Way, Ma Stop 8129, Round Rock, TX 78682

Dell Latitude 5531	$1,158.38	113	$130,896.94
Dell Latitude 5531	$1,524.61	1	$1,524.61
Precision 3460 Small Form Factor	$1,514.65	9	$13,631.85
Mobile Precision 3570	$1,842.41	11	$20,266.51
Dell Monitor Slim Soundbar - SB521A	$28.59	176	$5,031.84
Dell Essential 15 Inch Laptop Briefcase - ES1520C	$15.59	62	$966.58
Dell Wired Keyboard and Mouse - KM300C	$24.95	71	$1,771.45
Logitech MK270 Wireless Keyboard and Mouse Combo	$26.39	151	$3,984.89
Logitech MK710 Wireless Keyboard and Mouse	$87.99	3	$263.97
Dell Dock- WD19S 130w Power Delivery 180w Power Supply	$197.07	94	$18,524.58
Dell 27 Monitor - P2722H, 68.6cm (27")	$211.99	124	$26,286.76
Dell Performance Dock- WD19DCS	$239.19	33	$7,893.27
Dell 24 Monitor - P2422H, 60.5cm (23.8")	$172.14	211	$36,321.54
Dell 34 Curved USB-C Monitor - P3421WM, 86.5cm (34")	$469.15	19	$8,913.85

Subtotal:	$510,406.81
Shipping:	$0.00
Environmental Fee:	$0.00
Non-Taxable Amount:	$510,406.81
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$510,406.81

Shipping Group Details

Shipping To

[redacted]

Shipping Method

Standard Delivery

		Quantity	Subtotal
OptiPlex 7400 AIO [redacted]	$991.63	8	$7,933.04

Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
Opt P ex 7400 A - n-One	210-BCPU	-	8	-
12th Generat on Inte Core 5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W)	338-CCWC	-	8	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	8	-
NO RAID	817-BBBN	-	8	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	8	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	8	-
M.2 2230 512GB PCIe NVMe C ass 35 So d State Dr ve	400-BEUX	-	8	-
Therma Pad	412-AALV	-	8	-
Screw for M.2 SATA SSD	773-BBBJ	-	8	-
Inte Integrated Graph cs	490-BBFG	-	8	-
Opt P ex 7400 AIO, 23.8" FHD Non Touch, 65W CPU, FHD Camera, UMA, 160W Bronze PSU	329-BGOT	-	8	-
System Power Cord (Ph p ne/TH/US)	450-AAOJ	-	8	-
Screw for M.2 SATA SSD	555-BGOI	-	8	-
Inte W -F 6E (6GHz) AX211 2x2 B uetooth 5.2 W re ess Card	555-BHHN	-	8	-
W re ess Dr ver, Inte W F 6E AX211 2x2 (G g+) + B uetooth 5	555-BHDI	-	8	-
SupportAss st	525-BBCL	-	8	-
De (TM) D g ta De very C rrus C ent	640-BBLW	-	8	-
De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps)	658-BBMR	-	8	-
Waves Maxx Aud o	658-BBRB	-	8	-
De SupportAss st OS Recovery Too	658-BEOK	-	8	-
De Opt m zer	658-BEQP	-	8	-
W ndows PKID Labe	658-BFDQ	-	8	-
Inte Rap d Storage Techno ogy software and dr ver for W ndows	658-BFKW	-	8	-
ENERGY STAR Qua f ed	387-BBLW	-	8	-
De Watchdog T mer	379-BESN	-	8	-
Qu ck Start Gu de	340-CYGV	-	8	-
Trusted P atform Modu e (D screte TPM Enab ed)	329-BBJL	-	8	-

Sh pp ng Mater a for F xed Stand / He ght Adjustab e Stand Opt P ex AIO	340-CRJB	-	8	-
Sh pp ng Labe	389-BBUU	-	8	-
FCC statement abe AIO	389-DVDQ	-	8	-
Regu atory Labe	389-EDEO	-	8	-
Inte Core 5 non-vPro Processor Labe	340-CUEW	-	8	-
Desktop BTO Standard sh pment	800-BBIO	-	8	-
De Pro W re ess Keyboard and Mouse - KM5221W - Eng sh - B ack	580-AJJG	-	8	-
No Externa ODD	429-ABGY	-	8	-
Non-Touch LCD, De Opt P ex AIO	391-BBDM	-	8	-
Mouse nc uded w th Keyboard	570-AADI	-	8	-
No Cab e Cover	325-BCZQ	-	8	-
Opt P ex A - n-One He ght Adjustab e Stand, A - n-One	575-BBRF	-	8	-
Custom Conf gurat on	817-BBBB	-	8	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	8	-
In-Band Systems Management	631-ADFR	-	8	-
Thank you choos ng De ProSupport. For tech support, v s t //support.de .com/ProSupport	989-3449	-	8	-
De L m ted Hardware Warranty P us Serv ce	997-8533	-	8	-
ProSupport: Next Bus ness Day Ons te 3 Years	997-8558	-	8	-
ProSupport: 7x24 Techn ca Support, 3 Years	997-8578	-	8	-
VMWCB Endpo nt Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	8	-

		Quantity	Subtotal
OptiPlex 7000 SFF	**$953.68**	**182**	**$173,569.76**

[redacted]

Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
Opt P ex 7000 Sma Form Factor	210-BCTG	-	182	-
12th Generat on Inte Core 5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W)	338-CCWC	-	182	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	182	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	182	-
16GB (2x8GB) DDR4 Non-ECC Memory	370-AGFS	-	182	-
M.2 2230 512GB PCIe NVMe C ass 35 So d State Dr ve	400-BEUX	-	182	-
M.2 22x30 Therma Pad	412-AAQT	-	182	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	182	-
NO RAID	817-BBBN	-	182	-
AMD Radeon 550 2GB LP (DP/DP)	490-BHRP	-	182	-
240 W nterna power supp y un t (PSU), 85% Eff c ent, 80 P us Bronze	329-BGND	-	182	-
System Power Cord (Ph p ne/TH/US)	450-AAOJ	-	182	-
DVD+/-RW Beze	325-BDSH	-	182	-
8x DVD+/-RW 9.5mm S m ne Opt ca D sk Dr ve	429-ABFH	-	182	-

CMS Essent a s DVD no Med a	658-BBTV	-	182	-
No Med a Card Reader	385-BBCR	-	182	-
No Add t ona Add In Cards	382-BBHX	-	182	-
No Add t ona V deo Ports	492-BCKH	-	182	-
No Keyboard Se ected	580-AABG	-	182	-
No Mouse Se ected	570-AAAF	-	182	-
No Cab e Cover	325-BCZQ	-	182	-
SupportAss st	525-BBCL	-	182	-
De (TM) D g ta De very C rrus C ent	640-BBLW	-	182	-
De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps)	658-BBMR	-	182	-
Waves Maxx Aud o	658-BBRB	-	182	-
De SupportAss st OS Recovery Too	658-BEOK	-	182	-
De Opt m zer	658-BEQP	-	182	-
IRST Dr ver	658-BFKI	-	182	-
ENERGY STAR Qua f ed	387-BBLW	-	182	-
De Watchdog T mer	379-BESJ	-	182	-
Qu ck Start Gu de	340-CYKU	-	182	-
Trusted P atform Modu e (D screte TPM Enab ed)	329-BBJL	-	182	-
Sh pp ng Mater a	340-CQYR	-	182	-
Sh pp ng Labe	389-BBUU	-	182	-
Regu atory Labe for Opt P ex 7000 SFF 240W	389-ECRC	-	182	-
No Hard Dr ve Bracket, De Opt P ex	575-BBKX	-	182	-
Inte Core 5 non-vPro Processor Labe	340-CUEW	-	182	-
Desktop BTO Standard sh pment	800-BBIO	-	182	-
Custom Conf gurat on	817-BBBB	-	182	-
Interna Speaker	520-AARD	-	182	-
No Add t ona Network Card Se ected (Integrated NIC nc uded)	555-BBJO	-	182	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	182	-
In-Band Systems Management	631-ADGG	-	182	-
De L m ted Hardware Warranty P us Serv ce	812-3886	-	182	-
ProSupport 4-Hour: 7x24Ons te/In-Home Serv ce After Remote D agnos s, 3 Years	812-3893	-	182	-
ProSupport: 7x24 Techn ca Support, 3 Years	812-3894	-	182	-
Thank you choos ng De ProSupport. For tech support, v s t //support.de .com/ProSupport	989-3449	-	182	-

		Quantity	Subtotal
Dell Latitude 5330	**$1,299.09**	**29**	**$37,673.61**

[redacted]

Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
De Lat tude 5330 XCTO Base	210-BDGW	-	29	-

12th Generat on Inte vPro Enterpr se w th Inte Core 5-1245U (10 Core, 12 MB Cache, 12 Threads, up to 4.40 GHz)	379-BETW	-	29	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	29	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	29	-
Lat tude 5330 Assemb y Base	338-CDJQ	-	29	-
5-1245U vPro, Inte Ir s Xe Graph cs, Thunderbo t, 16GB	338-CDJV	-	29	-
Inte ME d sab ed	631-ADGC	-	29	-
16 GB, DDR4 SDRAM, 3200MHz (on board)	370-AFVV	-	29	-
M.2 512GB PCIe NVMe C ass 35 So d State Dr ve	400-BHRH	-	29	-
2- n-1, 13.3" FHD (1920x1080) Ant G are, Touch, WVA, 300 n ts, FHD IR Camera, WWAN, Pen support, Gor a G ass 6 DXC	391-BGNH	-	29	-
S ng e Po nt ng Back t US-Eng sh Keyboard	583-BHBS	-	29	-
W re ess Inte AX211 WLAN Dr ver	555-BHPV	-	29	-
Inte AX211 W F 6e 2x2 AX+ w th B uetooth 5.2	555-BHHU	-	29	-
41WHR, 3 Ce Battery Express Charge Capab e	451-BCXC	-	29	-
65W Type-C Adapter	492-BDGC	-	29	-
MOD,PLMRST,US,NS,TBT,5330	346-BHSL	-	29	-
E4 Power Cord 1M for US	537-BBDO	-	29	-
Qu ck setup gu de 2- n-1	340-CYKN	-	29	-
ENERGY STAR Qua f ed	387-BBPC	-	29	-
Custom Conf gurat on	817-BBBB	-	29	-
De App cat ons for W ndows 11	658-BFNW	-	29	-
DAO M x Mode 65W adapter (2 n1)	340-CZQY	-	29	-
FHD/IR Camera, Tempora No se Reduct on, Camera Shutter, M c	319-BBIE	-	29	-
Lat tude 5330 2- n-1 Bottom Door	321-BHMO	-	29	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	29	-
De L m ted Hardware Warranty Extended Year(s)	975-3461	-	29	-
De L m ted Hardware Warranty	997-8317	-	29	-
ProSupport P us: Next Bus ness Day Ons te, 1 Year	997-8366	-	29	-
Thank you for choos ng De ProSupport P us. For tech support, v s t www.de .com/contactde or ca 1-866-516-3115	997-8367	-	29	-
ProSupport P us: 7x24 Techn ca Support, 3 Years	997-8380	-	29	-
ProSupport P us: Next Bus ness Day Ons te, 2 Year Extended	997-8381	-	29	-
ProSupport P us: Keep Your Hard Dr ve, 3 Years	997-8382	-	29	-
ProSupport P us: Acc denta Damage Serv ce, 3 Years	997-8383	-	29	-
			Quantity	**Subtotal**
Precision 3650 Tower		**$1,245.98**	**12**	**$14,951.76**

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Contract [redacted]
Customer Agreement [redacted]

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
11th Generat on Inte Core 7-11700K, 16 MB Cache, 8 Core, 3.6 GHz to 5.0 GHz, 125W TDP	338-BZLD	-	12	-
HEATSINK for 125W CPU	412-AAWK	-	12	-

W ndows 10 Pro (Inc udes W ndows 11 Pro L cense) Eng sh, French, Span sh	619-AQMP	-	12	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	12	-
Prec s on 3650 Tower w th 1000W up to 90% eff c ent (80 P us Go d) PSU, Advanced Front I/O, w th SD card reader	321-BGKS	-	12	-
32GB (2x16GB) DDR4 UDIMM non-ECC Memory	370-AGEH	-	12	-
AMD Radeon Pro W5500, 8GB, 4 DP (Prec s on 3650T)	490-BGOB	-	12	-
C1: M.2 SSD Boot + Opt ona M.2 SSD (No SATA HDD)	449-BBWL	-	12	-
No SATA RAID	780-BBCJ	-	12	-
512GB PCIe NVMe C ass 40 Se f Encrypt ng M.2 SSD	400-BLRR	-	12	-
Therma Pad 3640	412-AATT	-	12	-
No Hard Dr ve	400-AKZR	-	12	-
No Hard Dr ve	400-AKZR	-	12	-
No Hard Dr ve	400-AKZR	-	12	-
No Hard Dr ve	400-AKZR	-	12	-
No Hard Dr ve	400-AKZR	-	12	-
No Add t ona Network Card Se ected (Integrated NIC nc uded)	555-BBJO	-	12	-
8x DVD+/-RW 9.5mm Opt ca D sk Dr ve	429-ABDW	-	12	-
Beze ODD	429-ABKQ	-	12	-
CMS Essent a s DVD no Med a	658-BBTV	-	12	-
Inte Management Eng ne d sab ed	631-ACWK	-	12	-
De KB216 W red Keyboard Eng sh	580-ADJC	-	12	-
De Opt ca Mouse - MS116 (B ack)	570-ABIE	-	12	-
ENERGY STAR Qua f ed	387-BBLW	-	12	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	12	-
De Prec s on TPM	340-ACBY	-	12	-
92mm Front Coo ng Fan, Prec s on 36xx	384-BCVH	-	12	-
US Power Cord	450-AHDU	-	12	-
Qu ck setup gu de, Prec s on 3650	340-CVFC	-	12	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	12	-
Sh p mater a - EPEAT Cert f cat on	340-COYI	-	12	-
1000W Go d PSU abe	389-DYMK	-	12	-
Inte Core 7 non-vPro Processor Labe	340-CUEQ	-	12	-
Interna Speaker for Prec s on 3650	520-AASQ	-	12	-
No Externa ODD	429-ABGY	-	12	-
SupportAss st	525-BBCL	-	12	-
De (TM) D g ta De very C rrus C ent	640-BBLW	-	12	-
De Opt m zer for Prec s on	640-BBSC	-	12	-
De Prem er Co or 6.0	640-BBSH	-	12	-
De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps)	658-BBMR	-	12	-
Waves Maxx Aud o	658-BBRB	-	12	-

De SupportAss st OS Recovery Too	658-BEOK	-	12	-
Custom Conf gurat on	817-BBBB	-	12	-
Prec s on 3650 Tower CTO BASE	210-AYSV	-	12	-
Thank you choos ng De ProSupport. For tech support, v s t //support.de .com/ProSupport	989-3449	-	12	-
De L m ted Hardware Warranty P us Serv ce	997-2808	-	12	-
ProSupport: 7x24 Techn ca Support, 3 Years	997-2836	-	12	-
ProSupport: Next Bus ness Day Ons te, 3 Years	997-6782	-	12	-
			Quantity	**Subtotal**
Dell Latitude 5531		**$1,158.38**	**113**	**$130,896.94**

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Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
De Lat tude 5531 XCTO BASE	210-BDNQ	-	113	-
12th Gen Inte (R) Core(TM) 5-12500H (12 Core, 18 MB Cache, 16 Threads, up to 4.50 GHz)	379-BESU	-	113	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	113	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	113	-
Inte 12th Gen Core 5-12500H,Inte Ir s Xe Integrated Graph cs w/Thunderbo t	338-CDLS	-	113	-
Inte Non-vPro Techno ogy Enab ed	631-ADFB	-	113	-
16GB DDR5 Memory,1x16GB, 4800MHz, Non-ECC, SoDIMM (s ng e channe)	370-AGZB	-	113	-
M.2 2230 512GB PCIe NVME C ass 35 SSD	400-BNMO	-	113	-
15.6" FHD (1920x1080) Non-Touch, Ant -G are, IPS, RGB Camera+IR Cam+Inte gent Pr vacy, 250n ts, WLAN	391-BGKN	-	113	-
S ng e Po nt ng Back t Eng sh US Keyboard w th numer c keypad	583-BHBG	-	113	-
W re ess Inte AX211 WLAN Dr ver	555-BHJC	-	113	-
Inte AX211 W F 6e 2x2 AX+ w th B uetooth 5.2	555-BHHU	-	113	-
4 Ce , 64 Whr, ExpressCharge (TM) Capab e	451-BCWT	-	113	-
90W Type C Power Adapter	492-BDGG	-	113	-
S ng e Po nt ng, No Secur ty Pa mrest	329-BGRH	-	113	-
Power Cord 1M US	470-AFGV	-	113	-
Lat tude 5531 Qu ck Start Gu de	340-CYGG	-	113	-
ENERGY STAR Qua f ed	387-BBLW	-	113	-
Custom Conf gurat on	817-BBBB	-	113	-
De App cat ons for W ndows 11	658-BFNW	-	113	-
Pkg M x Mode EH UMA 90W Adapter	340-DCBR	-	113	-
Lat tude 5531 Bottom B g Door	321-BHJX	-	113	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	113	-
FHD/IR Camera w th ExpressS gn-In + Inte gent Pr vacy, Tempora No se Reduct on, Camera Shutter, M c	319-BBIC	-	113	-
HDD Dummy F er	750-ADFE	-	113	-
De L m ted Hardware Warranty Extended Year(s)	975-3461	-	113	-

Thank you choos ng De ProSupport. For tech support, v s t //support.de .com/ProSupport	989-3449	-	113	-
De L m ted Hardware Warranty	997-8317	-	113	-
ProSupport: 7x24 Techn ca Support, 3 Years	997-8344	-	113	-
ProSupport: Next Bus ness Day Ons te, 1 Year	997-8349	-	113	-
ProSupport: Next Bus ness Day Ons te, 2 Year Extended	997-8354	-	113	-
VMWCB Endpo nt Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	113	-
			Quantity	**Subtotal**
Dell Latitude 5531		**$1,524.61**	**1**	**$1,524.61**

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Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
De Lat tude 5531 XCTO BASE	210-BDNQ	-	1	-
12th Gen Inte vPro(R) Enterpr se w th Inte (R) Core(TM) 7-12800H (14 Core, 24 MB Cache, 20 Threads, up to 4.80 GHz)	379-BESW	-	1	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	1	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	1	-
Inte 12th Gen Core 7-12800H,Inte Ir s Xe Integrated Graph cs w/Thunderbo t	338-CDLL	-	1	-
Inte vPro Enterpr se Techno ogy Enab ed	631-ADEY	-	1	-
32GB DDR5 Memory, 1x32GB, 4800MHz, Non-ECC, SoDIMM (s ng e channe)	370-AGYZ	-	1	-
M.2 2230 512GB PCIe NVME C ass 35 SSD	400-BNMO	-	1	-
15.6" FHD (1920x1080) Non-Touch, Ant -G are, IPS, RGB Camera+IR Cam+Inte gent Pr vacy, 250n ts, WLAN	391-BGKN	-	1	-
S ng e Po nt ng Back t Eng sh US Keyboard w th numer c keypad	583-BHBG	-	1	-
W re ess Inte AX211 WLAN Dr ver	555-BHJC	-	1	-
Inte AX211 W F 6e 2x2 AX+ w th B uetooth 5.2	555-BHHU	-	1	-
4 Ce , 64 Whr, ExpressCharge (TM) Capab e	451-BCWT	-	1	-
90W Type C Power Adapter	492-BDGG	-	1	-
S ng e Po nt ng, No Secur ty Pa mrest	329-BGRH	-	1	-
Power Cord 1M US	470-AFGV	-	1	-
Lat tude 5531 Qu ck Start Gu de	340-CYGG	-	1	-
ENERGY STAR Qua f ed	387-BBLW	-	1	-
Custom Conf gurat on	817-BBBB	-	1	-
De App cat ons for W ndows 11	658-BFNW	-	1	-
Pkg M x Mode EH UMA 90W Adapter	340-DCBR	-	1	-
Inte Gen 12 CPU abe for Core 7 vPro enab e	340-CYNX	-	1	-
Lat tude 5531 Bottom B g Door	321-BHJX	-	1	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	1	-
FHD/IR Camera w th ExpressS gn-In + Inte gent Pr vacy, Tempora No se Reduct on, Camera Shutter, M c	319-BBIC	-	1	-
HDD Dummy F er	750-ADFE	-	1	-
De L m ted Hardware Warranty Extended Year(s)	975-3461	-	1	-

De L m ted Hardware Warranty	997-8317	-	1	-
ProSupport P us: Next Bus ness Day Ons te, 1 Year	997-8366	-	1	-
Thank you for choos ng De ProSupport P us. For tech support, v s t www.de .com/contactde or ca 1-866-516-3115	997-8367	-	1	-
ProSupport P us: 7x24 Techn ca Support, 3 Years	997-8380	-	1	-
ProSupport P us: Next Bus ness Day Ons te, 2 Year Extended	997-8381	-	1	-
ProSupport P us: Keep Your Hard Dr ve, 3 Years	997-8382	-	1	-
ProSupport P us: Acc denta Damage Serv ce, 3 Years	997-8383	-	1	-
VMWCB Endpo nt Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	1	-
			Quantity	**Subtotal**
Precision 3460 Small Form Factor		**$1,514.65**	**9**	**$13,631.85**

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Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
Inte Core 7-12700 processor (25MB Cache, 12 Core (8P+4E), 2.1GHz to 4.9GHz (65W)) TDP	338-CDBF	-	9	-
HEATSINK for 65W CPU	412-AAZQ	-	9	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	9	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	9	-
Prec s on 3460 SFF w th 300W up to 92% eff c ent (80 P us P at num) PSU	321-BHIM	-	9	-
32GB (2x16GB) DDR5 4800MHz, SO-DIMM, Non-ECC	370-AGXG	-	9	-
Nv d a T1000 8GB, 8GB, 4 mDP to DP adapter (Prec s on 3460, 3260)	490-BHXW	-	9	-
C1 SSD Boot + SSD	449-BBYR	-	9	-
No SATA RAID	780-BBCJ	-	9	-
512GB PCIe NVMe(TM) Gen4 M.2 SSD	400-BMQN	-	9	-
Therma Pad for 3460 SFF SSD	412-AAZZ	-	9	-
No Hard Dr ve	400-AKZR	-	9	-
No Hard Dr ve	400-AKZR	-	9	-
No Hard Dr ve	400-AKZR	-	9	-
No Add t ona Network Card Se ected (Integrated NIC nc uded)	555-BBJO	-	9	-
8x DVD+/-RW 9.5mm S m ne Opt ca D sk Dr ve	429-ABFH	-	9	-
Beze ODD	429-ABKH	-	9	-
CMS Essent a s DVD no Med a	658-BBTV	-	9	-
Inte Management Eng ne w th vPro	631-ADHJ	-	9	-
De KB216 W red Keyboard Eng sh	580-ADJC	-	9	-
De Opt ca Mouse - MS116 (B ack)	570-ABIE	-	9	-
ENERGY STAR Qua f ed	387-BBLW	-	9	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	9	-
De Prec s on TPM	340-ACBY	-	9	-
US Power Cord	450-AHDU	-	9	-
Qu ck Setup Gu de, Prec s on 3460	340-CYUT	-	9	-

SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	9	-
Sh pp ng Mater a	340-CQYR	-	9	-
Prec s on 3460 P at Reg Labe DAO	389-ECXZ	-	9	-
Inte Core 7 vPro Enterpr se Processor Labe	389-EDDR	-	9	-
Interna Speaker	520-AARD	-	9	-
Add t ona Software W n 11	658-BFNE	-	9	-
Inte Rap d Storage Techno ogy Dr ver, Prec s on 3460	409-BCWM	-	9	-
Custom Conf gurat on	817-BBBB	-	9	-
Prec s on 3460 SFF CTO BASE	210-BCTU	-	9	-
Integrated Inte SATA Contro er	403-BBCE	-	9	-
No Med a Card Reader	385-BBBL	-	9	-
No Hard Dr ve	400-AKZR	-	9	-
De L m ted Hardware Warranty P us Serv ce	997-2808	-	9	-
ProSupport P us: 7x24 Techn ca Support, 4 Years	997-2860	-	9	-
ProSupport P us: Keep Your Hard Dr ve, 4 Years	997-2869	-	9	-
ProSupport P us: Acc denta Damage Serv ce, 4 Years	997-2878	-	9	-
ProSupport P us: Next Bus ness Day Ons te, 4 Years	997-6821	-	9	-
Thank you for choos ng De ProSupport P us. For tech support, v s t www.de .com/contactde or ca 1-866-516-3115	997-8367	-	9	-
VMWCB Endpo nt Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	9	-
			Quantity	**Subtotal**
Mobile Precision 3570		**$1,842.41**	**11**	**$20,266.51**

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Contract [redacted]
Customer Agreement [redacted]

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
De Mob e Prec s on Workstat on 3570 CTO	210-BDTQ	-	11	-
W ndows 11 Pro, Eng sh, French, Span sh	619-AQLP	-	11	-
Inte Core 7-1255U vPro Essent a s (12 MB Cache, 2+8 Core, 12 Threads, 1.70 GHz to 4.70 GHz, 15W)	379-BEUY	-	11	-
No M crosoft Off ce L cense Inc uded	658-BCSB	-	11	-
Inte Core 7-1255U vPro Essent a s 15W, w th NVIDIA T550 4GB graph cs	329-BGTL	-	11	-
NVIDIA T550 4G DDR6 Graph cs	490-BHMI	-	11	-
15.6" FHD 1920 x 1080, 60 Hz, 250 n t, Touch, IR Camera and M crophone, WLAN&WWAN Capab e	391-BGNY	-	11	-
FHD/IR Camera, Tempora No se Reduct on, Camera Shutter, M c	319-BBJG	-	11	-
32 GB, 2 x 16 GB, DDR5, 4800Mhz, Non-ECC SODIMM	370-AGZK	-	11	-
M.2 2230 512 GB, Gen 3 PCIe x4 NVMe, So d State Dr ve	400-BNNG	-	11	-
No Add t ona Hard Dr ve	401-AAGM	-	11	-
S ng e Po nt ng Back t Eng sh US Keyboard w th numer c keypad	583-BHBG	-	11	-
S ng e Po nt ng, Smart Card Reader, Thunderbo t 4	346-BHSV	-	11	-
Inte AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, W -F 6E (W F 802.11ax), B uetooth 5.2	555-BHLT	-	11	-

4 Ce , 58 Wh, L th um Ion Po ymer, Long L fe Cyc e, 3-year warranty	451-BCYY	-	11	-
90W Type C Power Adapter	492-BDGG	-	11	-
Inte vPro Essent a s Techno ogy Enab ed	631-ADFH	-	11	-
ENERGY STAR Qua f ed	387-BBLW	-	11	-
EPEAT 2018 Reg stered (Go d)	379-BDZB	-	11	-
Qu ck Setup Gu de for Mob e Prec s on 3570	340-CZFF	-	11	-
Custom Conf gurat on	817-BBBB	-	11	-
W re ess Inte AX211 WLAN Dr ver	555-BHKF	-	11	-
E5 Power Cord 1M US	537-BBDK	-	11	-
Bottom Cover for NVIDIA D screte graph cs and Inte U 15W CPUs	354-BBEO	-	11	-
Packag ng for 90W Adapter	340-DBIW	-	11	-
12th Gen Inte Core 7 vPro Essent a s Labe	389-ECWK	-	11	-
SupportAss st	525-BBCL	-	11	-
De (TM) D g ta De very C rrus C ent	640-BBLW	-	11	-
De Opt m zer for Prec s on	640-BBSC	-	11	-
De C ent System Update (Updates atest De Recommended BIOS, Dr vers, F rmware and Apps)	658-BBMR	-	11	-
Waves Maxx Aud o	658-BBRB	-	11	-
De Power Manager	658-BDVK	-	11	-
De SupportAss st OS Recovery Too	658-BEOK	-	11	-
ProSupport P us: Acc denta Damage Serv ce, 39 Months	997-1060	-	11	-
ProSupport P us: Keep Your Hard Dr ve, 39 Months	997-1092	-	11	-
De L m ted Hardware Warranty P us Serv ce	997-1129	-	11	-
ProSupport P us: 7x24 Techn ca Support, 39 Months	997-1136	-	11	-
ProSupport P us: Next Bus ness Day Ons te, 39 Months	997-6056	-	11	-
Thank you for choos ng De ProSupport P us. For tech support, v s t www.de .com/contactde or ca 1-866-516-3115	997-8367	-	11	-
			Quantity	**Subtotal**
Dell Monitor Slim Soundbar - SB521A		**$28.59**	**176**	**$5,031.84**

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Contract [redacted]
Customer Agreement [redacted]

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
De Mon tor S m Soundbar - SB521A	520-AARU	-	176	-
			Quantity	**Subtotal**
Dell Essential 15 Inch Laptop Briefcase - ES1520C		**$15.59**	**62**	**$966.58**

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Contract [redacted]
Customer Agreement [redacted]

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
De Essent a 15 Inch Laptop Br efcase - ES1520C	460-BCTK	-	62	-
			Quantity	**Subtotal**

Dell Wired Keyboard and Mouse - KM300C

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Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
De W red Keyboard and Mouse - KM300C	580-AKKV	-	71	-
			Quantity	Subtotal
		$24.95	71	$1,771.45

Logitech MK270 Wireless Keyboard and Mouse Combo

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Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
Log tech MK270 W re ess Keyboard and Mouse Combo	A6949681	-	151	-
			Quantity	Subtotal
		$26.39	151	$3,984.89

Logitech MK710 Wireless Keyboard and Mouse

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Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
Log tech MK710 W re ess Keyboard and Mouse	A3567554	-	3	-
			Quantity	Subtotal
		$87.99	3	$263.97

Dell Dock- WD19S 130w Power Delivery 180w Power Supply

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Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
De Dock – WD19S 130w Power De very – 180w AC	210-AZBM	-	94	-
Advanced Exchange Serv ce, 3 Years	824-3984	-	94	-
De L m ted Hardware Warranty	824-3993	-	94	-
			Quantity	Subtotal
		$197.07	94	$18,524.58

Dell 27 Monitor - P2722H, 68.6cm (27")

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Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
De 27 Mon tor - P2722H, 68.6cm (27")	210-BBCK	-	124	-
De L m ted Hardware Warranty	814-5380	-	124	-
Advanced Exchange Serv ce, 3 Years	814-5381	-	124	-
			Quantity	Subtotal
		$211.99	124	$26,286.76

Dell Performance Dock- WD19DCS

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Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
De Performance Dock – WD19DCS	210-AZBN	-	33	-
Advanced Exchange Serv ce, 3 Years	824-3984	-	33	-
De L m ted Hardware Warranty	824-3993	-	33	-
			Quantity	Subtotal
		$239.19	33	$7,893.27

		Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	$172.14	211	$36,321.54

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Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
De 24 Mon tor - P2422H, 60.5cm (23.8")	210-BBCC	-	211	-
De L m ted Hardware Warranty	814-5380	-	211	-
Advanced Exchange Serv ce, 3 Years	814-5381	-	211	-

		Quantity	Subtotal
Dell 34 Curved USB-C Monitor - P3421WM, 86.5cm (34")	$469.15	19	$8,913.85

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Contract [redacted]
Customer Agreement [redacted]

Description	SKU	Unit Price	Quantity	Subtotal
De 34 Curved USB-C Mon tor - P3421WM, 86.5cm (34")	210-BCEG	-	19	-
Advanced Exchange Serv ce 3 Years	844-1960	-	19	-
De L m ted Hardware Warranty	844-1966	-	19	-

Subtotal:	**$510,406.81**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$510,406.81**

Important Notes

Terms of Sale

Th s Quote w , f Customer ssues a purchase order for the quoted tems that s accepted by Supp er, const tute a contract between the ent ty ssu ng th s Quote ("Supp er") and the ent ty to whom th s Quote was ssued ("Customer"). Un ess otherw se stated here n, pr c ng s va d for th rty days from the date of th s Quote. A product, pr c ng and other nformat on s based on the atest nformat on ava ab e and s subject to change. Supp er reserves the r ght to cance th s Quote and Customer purchase orders ar s ng from pr c ng errors. Taxes and/or fre ght charges sted on th s Quote are on y est mates. The f na amounts sha be stated on the re evant nvo ce. Add t ona fre ght charges w be app ed f Customer requests exped ted sh pp ng. P ease nd cate any tax exempt on status on your purchase order and send your tax exempt on cert f cate to Tax_Department@de .com or ARSa esTax@emc.com, as app cab e.

Governing Terms: Th s Quote s subject to: (a) a separate wr tten agreement between Customer or Customer s aff ate and Supp er or a Supp er´s aff ate to the extent that t express y app es to the products and/or serv ces n th s Quote or, to the extent there s no such agreement, to the app cab e set of De s Terms of Sa e (ava ab e at www.de .com/terms or www.de .com/oemterms), or for c oud/as-a-Serv ce offer ngs, the app cab e c oud terms of serv ce (dent f ed on the Offer Spec f c Terms referenced be ow); and (b) the terms referenced here n (co ect ve y, the "Govern ng Terms"). D fferent Govern ng Terms may app y to d fferent products and serv ces on th s Quote. The Govern ng Terms app y to the exc us on of a terms and cond t ons ncorporated n or referred to n any documentat on subm tted by Customer to Supp er.

Supplier Software Licenses and Services Descriptions: Customer s use of any Supp er software s subject to the cense terms accompany ng the software, or n the absence of accompany ng terms, the app cab e terms posted on www.De .com/eu a. Descr pt ons and terms for Supp er-branded standard serv ces are stated at www.de .com/serv cecontracts/g oba or for certa n nfrastructure products at www.de emc.com/en-us/customer-serv ces/product-warranty-and-serv ce-descr pt ons.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer s use of th rd-party software s subject to the cense terms that accompany the software. Certa n Supp er-branded and th rd-party products and serv ces sted on th s Quote are subject to add t ona , spec f c terms stated on www.de .com/offer ngspec f cterms ("Offer Spec f c Terms").

In case of Resale only: Shou d Customer procure any products or serv ces for resa e, whether on standa one bas s or as part of a so ut on, Customer sha nc ude the app cab e software cense terms, serv ces terms, and/or offer-spec f c terms n a wr tten agreement w th the end-user and prov de wr tten ev dence of do ng so upon rece pt of request from Supp er.

In case of Financing only: If Customer ntends to enter nto a f nanc ng arrangement ("F nanc ng Agreement") for the products and/or serv ces on th s Quote w th De F nanc a Serv ces LLC or other fund ng source pre-approved by Supp er ("FS"), Customer may ssue ts purchase order to Supp er or to FS. If ssued to FS, Supp er w fu f and nvo ce FS upon conf rmat on that: (a) FS ntends to enter nto a F nanc ng Agreement w th Customer for th s order; and (b) FS agrees to procure these tems from Supp er. Notw thstand ng the F nanc ng Agreement, Customer s use (and Customer s resa e of and the end-user s use) of these tems n the order s subject to the app cab e govern ng agreement between Customer and Supp er, except that t t e sha transfer from Supp er to FS nstead of to Customer. If FS not f es Supp er after sh pment that Customer s no onger pursu ng a F nanc ng Agreement for these tems, or f Customer fa s to enter nto such F nanc ng Agreement w th n 120 days after sh pment by Supp er, Customer sha prompt y pay the Supp er nvo ce amounts d rect y to Supp er.

Customer represents that th s transact on does not nvo ve: (a) use of U.S. Government funds; (b) use by or resa e to the U.S. Government; or (c) ma ntenance and support of the product(s) sted n th s document w th n c ass f ed spaces. Customer further represents that th s transact on does not requ re Supp er s comp ance w th any statute, regu at on or nformat on techno ogy standard app cab e to a U.S. Government procurement.

For certa n products sh pped to end users n Ca forn a, a State Env ronmenta Fee w be app ed to Customer s nvo ce. Supp er encourages customers to d spose of e ectron c equ pment proper y.

E ectron ca y nked terms and descr pt ons are ava ab e n hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to bus ness customers by WebBank, who determ nes qua f cat ons for and terms of cred t. Taxes, sh pp ng and other charges are extra and vary. The Tota M n mum Payment Due s the greater of e ther $20 or 3% of the New Ba ance shown on the statement rounded up to the next do ar, p us a past due amounts. De and the De ogo are trademarks of De Inc.

FY23 - Bulk Order #1									
368 - Jennifer Tredemeyer									
Dept #	**Dept Nam**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
438	368	Desktop	Dell	OptiPlex	7000	1	$ 953.68	$ 953.68	
438	368	Laptop	Dell	Latitude	5531	2	$ 1,158.38	$ 2,316.76	
438	368	Monitor	Dell	34" Curved		1	$ 469.15	$ 469.15	
438	368	Monitor	Dell	27"		2	$ 211.99	$ 423.98	
438	368	Other	Dell	Case		1	$ 15.59	$ 15.59	
438	368	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
438	368	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	removed 1 curved, 1 optiplex 7000, 2 soundbars, 1 wir
438	368	Other	Dell	Wireless K/M		2	$ 26.39	$ 52.78	
								$ 4,457.60	0100-0438-003010
425 - Marlys Tidrick									
Dept #	**Dept Nam**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
441	425	Laptop	Dell	Latitude	5531	2	$ 1,158.38	$ 2,316.76	
441	425	Monitor	Dell	34" Curved		1	$ 469.15	$ 469.15	
441	425	Monitor	Dell	27"		1	$ 211.99	$ 211.99	
441	425	Other	Dell	Soundbar		2	$ 28.59	$ 57.18	
								$ 3,055.08	0100-0441-003010
911 - Michael Moody									
Dept #	**Dept Nam**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
581	911	Desktop	Dell	OptiPlex	7000	3	$ 953.68	$ 2,861.04	
581	911	Desktop	Dell	Precision	3650	7	$ 1,245.98	$ 8,721.86	
581	911	Desktop	Dell	Precision	3460 SFF	9	$ 1,514.65	$ 13,631.85	
581	911	Laptop	Dell	Latitude	5531	11	$ 1,158.38	$ 12,742.18	
581	911	Monitor	Dell	24"		64	$ 172.14	$ 11,016.96	
581	911	Other	Dell	Case		11	$ 15.59	$ 171.49	
581	911	Other	Dell	Soundbar		52	$ 28.59	$ 1,486.68	
581	911	Other	Dell	Wired K/M		16	$ 24.95	$ 399.20	
581	911	Other	Dell	Wireless K/M		3	$ 26.39	$ 79.17	
								$ 51,110.43	0100-0581-003010
AG - Kate Whitney									
Dept #	**Dept Nam**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
665	AG	Laptop	Dell	Latitude	5531	3	$ 1,158.38	$ 3,475.14	
665	AG	Monitor	Dell	27"		2	$ 211.99	$ 423.98	
665	AG	Monitor	Dell	24"		1	$ 172.14	$ 172.14	
665	AG	Other	Dell	Case		1	$ 15.59	$ 15.59	
665	AG	Other	Dell	Standard Dock		3	$ 197.07	$ 591.21	
665	AG	Other	Dell	Soundbar		3	$ 28.59	$ 85.77	
665	AG	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 4,790.22	0100-0665-003010
AS - Linda Gunter									
Dept #	**Dept Nam**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
545	AS	AIO	Dell	OptiPlex	7400 (w/ wireless k/m)	5	$ 991.63	$ 4,958.15	
								$ 4,958.15	0545-0545-003010

AUD - Julie Kiley									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
495	AUD	Laptop	Dell	Latitude	5531	7	$ 1,158.38	$ 8,108.66	
495	AUD	Monitor	Dell	27"		4	$ 211.99	$ 847.96	
495	AUD	Monitor	Dell	24"		11	$ 172.14	$ 1,893.54	
495	AUD	Other	Dell	Case		7	$ 15.59	$ 109.13	
495	AUD	Other	Dell	Standard Dock		7	$ 197.07	$ 1,379.49	
495	AUD	Other	Dell	Wireless K/M	Model MK710 - upgrade	3	$ 87.99	$ 263.97	
495	AUD	Other	Dell	Wireless K/M		3	$ 26.39	$ 79.17	
								$ 12,681.92	0100-0495-003010
CA - Stephanie Lloyd									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
475	CA	Desktop	Dell	OptiPlex	7000	8	$ 953.68	$ 7,629.44	
475	CA	Laptop	Dell	Latitude	5330 2-in-1	21	$ 1,299.09	$ 27,280.89	
475	CA	Monitor	Dell	34" Curved		11	$ 469.15	$ 5,160.65	
475	CA	Other	Dell	Standard Dock		21	$ 197.07	$ 4,138.47	
475	CA	Other	Dell	Soundbar		11	$ 28.59	$ 314.49	
475	CA	Other	Dell	Wireless K/M		16	$ 26.39	$ 422.24	
								$ 44,946.18	0100-0475-003010
CC - Brad Weems									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
385	CC	Desktop	Dell	OptiPlex	7000	19	$ 953.68	$ 18,119.92	
385	CC	Laptop	Dell	Latitude	5531	1	$ 1,158.38	$ 1,158.38	
385	CC	Laptop	Dell	Mobile Precision	3570	1	$ 1,842.41	$ 1,842.41	
385	CC	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
385	CC	Other	Dell	Performance Dock		1	$ 239.19	$ 239.19	
385	CC	Other	Dell	Wired K/M		19	$ 24.95	$ 474.05	
								$ 22,031.02	0385-0385-003010
CC1 - Elizabeth Martin									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
426	CC1	AIO	Dell	OptiPlex	7400 (w/ wireless k/m)	2	$ 991.63	$ 1,983.26	
426	CC1	Desktop	Dell	OptiPlex	7000	3	$ 953.68	$ 2,861.04	
426	CC1	Laptop	Dell	Latitude	5531	1	$ 1,158.38	$ 1,158.38	
426	CC1	Laptop	Dell	Latitude	5330 2-in-1	1	$ 1,299.09	$ 1,299.09	
426	CC1	Monitor	Dell	24"		6	$ 172.14	$ 1,032.84	
426	CC1	Other	Dell	Case		2	$ 15.59	$ 31.18	
426	CC1	Other	Dell	Soundbar		3	$ 28.59	$ 85.77	
426	CC1	Other	Dell	Wireless K/M		3	$ 26.39	$ 79.17	
								$ 8,530.73	0100-0426-003010
CC2 - Kevin Kracht									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
427	CC2	Desktop	Dell	OptiPlex	7000	1	$ 953.68	$ 953.68	
427	CC2	Laptop	Dell	Latitude	5531	2	$ 1,158.38	$ 2,316.76	
								$ 3,270.44	0100-0427-003010

CC3 - Diana Jackson									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
428	CC3	AIO	Dell	OptiPlex	7400 (w/ wireless k/m)	1	$ 991.63	$ 991.63	
428	CC3	Desktop	Dell	OptiPlex	7000	1	$ 953.68	$ 953.68	
428	CC3	Other	Dell	Wired K/M		1	$ 24.95	$ 24.95	
								$ 1,970.26	0100-0428-003010
CC5 - Sharee Allison									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
430	CC5	Monitor	Dell	34" Curved		2	$ 469.15	$ 938.30	
								$ 938.30	0100-0430-003010
CJUD - Rebecca Pruit									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
400	CJUD	Laptop	Dell	Latitude	5330 2-in-1	1	$ 1,299.09	$ 1,299.09	
400	CJUD	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
400	CJUD	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 1,522.55	0100-0400-003010
COMMCOURT - Connie Odom/Hal Hawes									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
401	CJUD	Laptop	Dell	Latitude	5531	5	$ 1,158.38	$ 5,791.90	
401	CJUD	Monitor	Dell	24"		6	$ 172.14	$ 1,032.84	
401	CJUD	Other	Dell	Case		3	$ 15.59	$ 46.77	
401	CJUD	Other	Dell	Standard Dock		5	$ 197.07	$ 985.35	
401	CJUD	Other	Dell	Wireless K/M		4	$ 26.39	$ 105.56	
								$ 7,962.42	0100-0401-003010
COMM1 - Garry Brown									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
211	COMM1	Laptop	Dell	Latitude	5330 2-in-1	1	$ 1,299.09	$ 1,299.09	
								$ 1,299.09	0100-0211-003010
COMM4 - Kelley Hernandez									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
214	COMM4	Laptop	Dell	Latitude	5330 2-in-1	2	$ 1,299.09	$ 2,598.18	
214	COMM4	Monitor	Dell	27"		4	$ 211.99	$ 847.96	
214	COMM4	Other	Dell	Case		2	$ 15.59	$ 31.18	
214	COMM4	Other	Dell	Standard Dock		2	$ 197.07	$ 394.14	
214	COMM4	Other	Dell	Wireless K/M		2	$ 26.39	$ 52.78	
								$ 3,924.24	0100-0214-003010
CON1 - Patrick Youngren									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
551	CON1	Desktop	Dell	OptiPlex	7000	2	$ 953.68	$ 1,907.36	
551	CON1	Monitor	Dell	27"		1	$ 211.99	$ 211.99	
551	CON1	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	
551	CON1	Other	Dell	Wireless K/M		5	$ 26.39	$ 131.95	
								$ 2,279.89	0100-0551-003010

CON3 - Patrick Hurley									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
553	CON3	Desktop	Dell	OptiPlex	7000	4	$ 953.68	$ 3,814.72	
553	CON3	Monitor	Dell	24"		4	$ 172.14	$ 688.56	
553	CON3	Other	Dell	Wireless K/M		4	$ 26.39	$ 105.56	
								$ 4,608.84	0100-0553-003010
CON4 - Brian Olson									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
554	CON4	Desktop	Dell	Precision	3650	1	$ 1,245.98	$ 1,245.98	
554	CON4	Monitor	Dell	34" Curved		2	$ 469.15	$ 938.30	
554	CON4	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	
554	CON4	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 2,239.26	0100-0554-003010
DC - Teresa Maskunas									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
450	DC	Desktop	Dell	OptiPlex	7000	4	$ 953.68	$ 3,814.72	
450	DC	Laptop	Dell	Latitude	5331	3	$ 1,158.38	$ 3,475.14	
450	DC	Monitor	Dell	24"		6	$ 172.14	$ 1,032.84	
450	DC	Other	Dell	Case		3	$ 15.59	$ 46.77	
450	DC	Other	Dell	Standard Dock		3	$ 197.07	$ 591.21	
450	DC	Other	Dell	Wireless K/M		7	$ 26.39	$ 184.73	
								$ 9,145.41	0100-0450-003010
450	DC	Laptop	Dell	Latitude	5331	1	$ 1,158.38	$ 1,158.38	
450	DC	Monitor	Dell	24"		2	$ 172.14	$ 344.28	
450	DC	Other	Dell	Case		1	$ 15.59	$ 15.59	
450	DC	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
450	DC	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 1,741.71	445P DC JURY; 445A; Task 6.1
450	DC	Laptop	Dell	Latitude	5331	1	$ 1,158.38	$ 1,158.38	
450	DC	Monitor	Dell	24"		2	$ 172.14	$ 344.28	
450	DC	Other	Dell	Case		1	$ 15.59	$ 15.59	
450	DC	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
450	DC	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 1,741.71	445P DC JURY; 445A; Task 6.1
DCA - Ron Morgan									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
435	DCA	Desktop	Dell	OptiPlex	7000	1	$ 953.68	$ 953.68	
435	DCA	Monitor	Dell	27"		2	$ 211.99	$ 423.98	
435	DCA	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	
435	DCA	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 1,432.64	0100-0435-003010

EMS - Jessica Toothman									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
540	EMS	Desktop	Dell	OptiPlex	7000	25	$ 953.68	$ 23,842.00	
540	EMS	Laptop	Dell	Latitude	5331	7	$ 1,158.38	$ 8,108.66	
540	EMS	Laptop	Dell	Latitude	5330 2-n-1	1	$ 1,299.09	$ 1,299.09	
540	EMS	Monitor	Dell	24"		66	$ 172.14	$ 11,361.24	
540	EMS	Other	Dell	Standard Dock		8	$ 197.07	$ 1,576.56	
540	EMS	Other	Dell	Soundbar		33	$ 28.59	$ 943.47	
540	EMS	Other	Dell	Wired K/M		25	$ 24.95	$ 623.75	
540	EMS	Other	Dell	Wireless K/M		8	$ 26.39	$ 211.12	
								$ 47,965.89	0100-540-003010
ESOC - Damaris Morales									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
583	ESOC	Laptop	Dell	Latitude	5531	1	$ 1,158.38	$ 1,158.38	
583	ESOC	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
583	ESOC	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 1,381.84	0100-583-003010
FAC - Gina Wrehsnig									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
509	FAC	Laptop	Dell	Latitude	5531	8	$ 1,158.38	$ 9,267.04	
509	FAC	Laptop	Dell	Mobile Precision	3570	8	$ 1,842.41	$ 14,739.28	
509	FAC	Monitor	Dell	24"		6	$ 172.14	$ 1,032.84	
509	FAC	Other	Dell	Performance Dock		16	$ 239.19	$ 3,827.04	
								$ 28,866.20	0100-509-003010
FLEET - Kevin Teller									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
882	FLEET	Desktop	Dell	OptiPlex	7000	2	$ 953.68	$ 1,907.36	
882	FLEET	Laptop	Dell	Latitude	5331	1	$ 1,158.38	$ 1,158.38	
882	FLEET	Monitor	Dell	24"		6	$ 172.14	$ 1,032.84	
882	FLEET	Other	Dell	Case		1	$ 15.59	$ 15.59	
882	FLEET	Other	Dell	Performance Dock		1	$ 239.19	$ 239.19	
882	FLEET	Other	Dell	Soundbar		3	$ 28.59	$ 85.77	
882	FLEET	Other	Dell	Wireless K/M		3	$ 26.39	$ 79.17	
								$ 4,518.30	0882-0882-003010
HR - Holly Jung/Rebecca Clemons									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
402	HR	Laptop	Dell	Latitude	**5331**	1	$ 1,158.38	$ 1,158.38	
402	HR	Monitor	Dell	27"		1	$ 211.99	$ 211.99	
402	HR	Other	Dell	Case		1	$ 15.59	$ 15.59	
402	HR	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
402	HR	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	
402	HR	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 1,638.01	0100-402-003010

HZMT - Hank Jones									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
542	HZMT	Laptop	Dell	Latitude	5330 2-in-1	1	$ 1,299.09	$ 1,299.09	
542	HZMT	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
542	HZMT	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 1,522.55	0100-0542-003010
ITS - Holly Shell									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
503	ITS	Desktop	Dell	OptiPlex	7000	2	$ 953.68	$ 1,907.36	
503	ITS	Laptop	Dell	Latitude	5531	1	$ 1,158.38	$ 1,158.38	
503	ITS	Monitor	Dell	34" Curved		2	$ 469.15	$ 938.30	working swap with CC5 - for 24" monitors
503	ITS	Monitor	Dell	27"		2	$ 211.99	$ 423.98	
503	ITS	Monitor	Dell	24"		0	$ 172.14	$ -	swap with CC5 - for 24" monitors (4 from CC5)
503	ITS	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
503	ITS	Other	Dell	Soundbar		2	$ 28.59	$ 57.18	
503	ITS	Other	Dell	Wireless K/M		2	$ 26.39	$ 52.78	
								$ 4,735.05	0100-0503-003010
503	ITS	Desktop	Dell	OptiPlex	7000	1	$ 953.68	$ 953.68	
503	ITS	Laptop	Dell	Latitude	5531	2	$ 1,158.38	$ 2,316.76	
503	ITS	Laptop	Dell	Latitude	5531 i7-32GB	1	$ 1,524.61	$ 1,524.61	
503	ITS	Monitor	Dell	27"		4	$ 211.99	$ 847.96	
503	ITS	Monitor	Dell	24"		0	$ 172.14	$ -	swap with CC5 - for 24" monitors (4 from CC5)
503	ITS	Other	Dell	Case		3	$ 15.59	$ 46.77	
503	ITS	Other	Dell	Standard Dock		3	$ 197.07	$ 591.21	
503	ITS	Other	Dell	Soundbar		4	$ 28.59	$ 114.36	
503	ITS	Other	Dell	Wireless K/M		4	$ 26.39	$ 105.56	
								$ 6,500.91	0100-0503-003010
JAIL - Abigail Dass									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
570	JAIL	Desktop	Dell	OptiPlex	7000	34	$ 953.68	$ 32,425.12	
570	JAIL	Laptop	Dell	Latitude	5531	2	$ 1,158.38	$ 2,316.76	
570	JAIL	Monitor	Dell	24"		2	$ 172.14	$ 344.28	
570	JAIL	Other	Dell	Case		2	$ 15.59	$ 31.18	
570	JAIL	Other	Dell	Wired K/M		2	$ 24.95	$ 49.90	
								$ 35,167.24	0100-0570-003010
570	JAIL	Desktop	Dell	OptiPlex	7000	1	$ 953.68	$ 953.68	
570	JAIL	Monitor	Dell	24"		1	$ 172.14	$ 172.14	
570	JAIL	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	
570	JAIL	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 1,180.80	0100-0570-003010
JP3 - Cherie Vasquez									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
453	JP3	Laptop	Dell	Latitude	5531	2	$ 1,158.38	$ 2,316.76	
453	JP3	Monitor	Dell	24"		6	$ 172.14	$ 1,032.84	
453	JP3	Other	Dell	Standard Dock		2	$ 197.07	$ 394.14	
								$ 3,743.74	0100-0453-003010

MAG - Alexandra Gauthier									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
477	MAG	Desktop	Dell	OptiPlex	7000	1	$ 953.68	$ 953.68	
477	MAG	Monitor	Dell	27"		1	$ 211.99	$ 211.99	
477	MAG	Monitor	Dell	24"		1	$ 172.14	$ 172.14	
477	MAG	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	
477	MAG	Other	Dell	Wired K/M		1	$ 24.95	$ 24.95	
								$ 1,391.35	0100-0477-003010
OSSF - Kelly Murphy									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
661	OSSF	Laptop	Dell	Mobile Precision	3570	1	$ 1,842.41	$ 1,842.41	
661	OSSF	Other	Dell	Performance Dock		1	$ 239.19	$ 239.19	
661	OSSF	Other	Dell	Case		1	$ 15.59	$ 15.59	
								$ 2,097.19	0100-0661-003010
PARKS - Benita Bonner									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
510	PARKS	Desktop	Dell	OptiPlex	7000	1	$ 953.68	$ 953.68	
510	PARKS	Monitor	Dell	27"		1	$ 211.99	$ 211.99	
510	PARKS	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	
510	PARKS	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	0100-0510-003010 parent LI
								$ 1,220.65	0100-3103-003010
510	PARKS	Desktop	Dell	OptiPlex	7000	1	$ 953.68	$ 953.68	
510	PARKS	Monitor	Dell	27"		1	$ 211.99	$ 211.99	
510	PARKS	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	
510	PARKS	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	0100-0510-003010 parent LI
								$ 1,220.65	0100-3106-003010
510	PARKS	Laptop	Dell	Latitude	5331	1	$ 1,158.38	$ 1,158.38	
510	PARKS	Monitor	Dell	27"		1	$ 211.99	$ 211.99	
510	PARKS	Monitor	Dell	24"		2	$ 172.14	$ 344.28	
510	PARKS	Other	Dell	Case		1	$ 15.59	$ 15.59	
510	PARKS	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
510	PARKS	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	reduced 24" to 2 instead of 4
510	PARKS	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 1,982.29	0508-0508-003010
PTS - Jamie Carrillo									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
591	PTS	Laptop	Dell	Latitude	5531	1	$ 1,158.38	$ 1,158.38	
591	PTS	Monitor	Dell	24"		2	$ 172.14	$ 344.28	
591	PTS	Other	Dell	Case		1	$ 15.59	$ 15.59	
591	PTS	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
591	PTS	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	
591	PTS	Other	Dell	Wireless K/M		1	$ 26.39	$ 26.39	
								$ 1,770.30	0100-0591-003010

591	PTS	Laptop	Dell	Latitude	**5531**	2	$ 1,158.38	$ 2,316.76	
591	PTS	Monitor	Dell	24"		4	$ 172.14	$ 688.56	
591	PTS	Other	Dell	Case		2	$ 15.59	$ 31.18	
591	PTS	Other	Dell	Standard Dock		2	$ 197.07	$ 394.14	
591	PTS	Other	Dell	Soundbar		2	$ 28.59	$ 57.18	
591	PTS	Other	Dell	Wireless K/M		2	$ 26.39	$ 52.78	
								$ 3,540.60	**0100-0591-003010**
PURCH - Kerstin Hancock									
Dept #	**Dept Nam**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
494	PURCH	Laptop	Dell	Latitude	5330 2-in-1	1	$ 1,299.09	$ 1,299.09	
494	PURCH	Monitor	Dell	24"		2	$ 172.14	$ 344.28	
494	PURCH	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
								$ 1,840.44	**0100-0494-003010**
RADIO - Paul Swisher									
Dept #	**Dept Nam**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
587	RADIO	Desktop	Dell	OptiPlex	7000	2	$ 953.68	$ 1,907.36	
587	RADIO	Monitor	Dell	24"		4	$ 172.14	$ 688.56	
587	RADIO	Other	Dell	Soundbar		2	$ 28.59	$ 57.18	
								$ 2,653.10	**0100-0587-003010**
507	RADIO	Desktop	Dell	OptiPlex	7000	1	$ 953.68	$ 953.68	
507	RADIO	Laptop	Dell	Latitude	5531	1	$ 1,158.38	$ 1,158.38	
507	RADIO	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
507	RADIO	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	
								$ 2,337.72	**0507-0507-003010**
SO - Starla Hall									
Dept #	**Dept Nam**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
560	SO	Desktop	Dell	OptiPlex	7000	10	$ 953.68	$ 9,536.80	
560	SO	Laptop	Dell	Latitude	5531	15	$ 1,158.38	$ 17,375.70	
560	SO	Monitor	Dell	27"		26	$ 211.99	$ 5,511.74	
560	SO	Other	Dell	Case		6	$ 15.59	$ 93.54	
560	SO	Other	Dell	Standard Dock		15	$ 197.07	$ 2,956.05	
560	SO	Other	Dell	Soundbar		16	$ 28.59	$ 457.44	
560	SO	Other	Dell	Wireless K/M		16	$ 26.39	$ 422.24	
								$ 36,353.51	**0100-0560-003010**
SO - Mary Johnson									
Dept #	**Dept Nam**	**Category**	**Brand**	**Make**	**Model**	**Quantity**	**Unit Cost**	**Extended Cost**	**Notes**
560	SO	Desktop	Dell	OptiPlex	7000	13	$ 953.68	$ 12,397.84	
560	SO	Laptop	Dell	Latitude	5531	7	$ 1,158.38	$ 8,108.66	
560	SO	Monitor	Dell	27"		50	$ 211.99	$ 10,599.50	
560	SO	Other	Dell	Case		4	$ 15.59	$ 62.36	
560	SO	Other	Dell	Standard Dock		4	$ 197.07	$ 788.28	
560	SO	Other	Dell	Soundbar		21	$ 28.59	$ 600.39	
560	SO	Other	Dell	Wired K/M		2	$ 24.95	$ 49.90	
560	SO	Other	Dell	Wireless K/M		19	$ 26.39	$ 501.41	
								$ 33,108.34	**0100-0560-003010**

SO - Amanda Hisbrook									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
560	SO	Desktop	Dell	OptiPlex	7000	9	$ 953.68	$ 8,583.12	
560	SO	Laptop	Dell	Latitude	5531	1	$ 1,158.38	$ 1,158.38	
560	SO	Monitor	Dell	27"		9	$ 211.99	$ 1,907.91	
560	SO	Other	Dell	Standard Dock		1	$ 197.07	$ 197.07	
560	SO	Other	Dell	Soundbar		9	$ 28.59	$ 257.31	
560	SO	Other	Dell	Wireless K/M		9	$ 26.39	$ 237.51	
								$ 12,341.30	0100-0560-003010
TAX -Matt Johnson									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
499	TAX	Desktop	Dell	OptiPlex	7000	26	$ 953.68	$ 24,795.68	
499	TAX	Laptop	Dell	Latitude	5531	5	$ 1,158.38	$ 5,791.90	
499	TAX	Monitor	Dell	27"		6	$ 211.99	$ 1,271.94	
499	TAX	Other	Dell	Case		5	$ 15.59	$ 77.95	
499	TAX	Other	Dell	Standard Dock		2	$ 197.07	$ 394.14	
499	TAX	Other	Dell	Wired K/M		5	$ 24.95	$ 124.75	
499	TAX	Other	Dell	Wireless K/M		6	$ 26.39	$ 158.34	
								$ 32,614.70	0100-0499-003010
URS - Kelly Murphy									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
210	URS	Desktop	Dell	Precision	3650	4	$ 1,245.98	$ 4,983.92	
210	URS	Desktop	Dell	OptiPlex	7000	6	$ 953.68	$ 5,722.08	
210	URS	Laptop	Dell	Mobile Precision	3570	1	$ 1,842.41	$ 1,842.41	
210	URS	Laptop	Dell	Latitude	5531	13	$ 1,158.38	$ 15,058.94	
210	URS	Monitor	Dell	24"		7	$ 172.14	$ 1,204.98	
210	URS	Other	Dell	Performance Dock		14	$ 239.19	$ 3,348.66	
210	URS	Other	Dell	Soundbar		1	$ 28.59	$ 28.59	
210	URS	Other	Dell	Wireless K/M		16	$ 26.39	$ 422.24	
								$ 32,611.82	0200-0210-003010
VET - Karen Walker									
Dept #	Dept Nam	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost	Notes
405	VET	Laptop	Dell	Latitude	5531	3	$ 1,158.38	$ 3,475.14	
405	VET	Monitor	Dell	27"		6	$ 211.99	$ 1,271.94	
405	VET	Other	Dell	Case		3	$ 15.59	$ 46.77	
405	VET	Other	Dell	Standard Dock		3	$ 197.07	$ 591.21	
405	VET	Other	Dell	Wireless K/M		3	$ 26.39	$ 79.17	
								$ 5,464.23	0100-0405-003010
						1309			
						TOTAL		$ 510,406.81	

Commissioners Court - Regular Session **42.**

Meeting Date: 10/25/2022

Receive the October 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 October 2022 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October 2022 Construction Summary Report

October 2022 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2022 04:03 PM
Form Started By: Marie Walters		Started On: 10/12/2022 03:51 PM
Final Approval Date: 10/19/2022		

ROAD BOND PROGRAM

Construction Summary Report

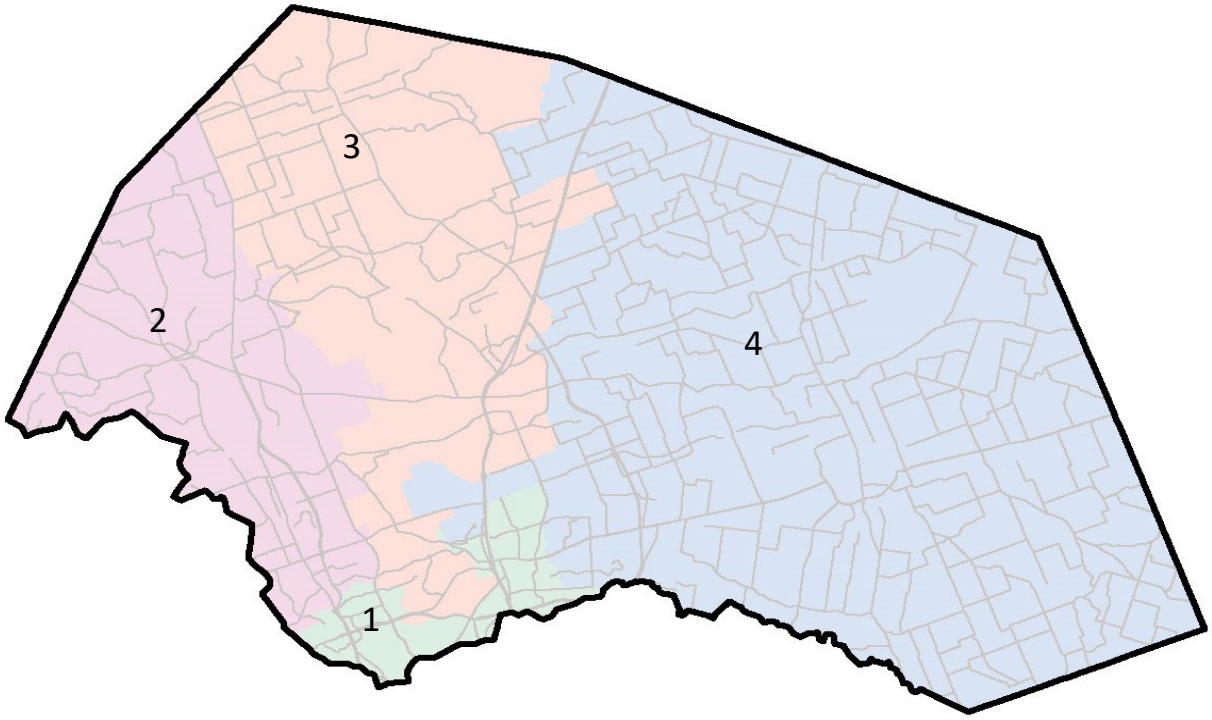
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

September 2022

WWW.ROADBOND.ORG

Volume XXI - Issue No.09



Presented By: HNTB

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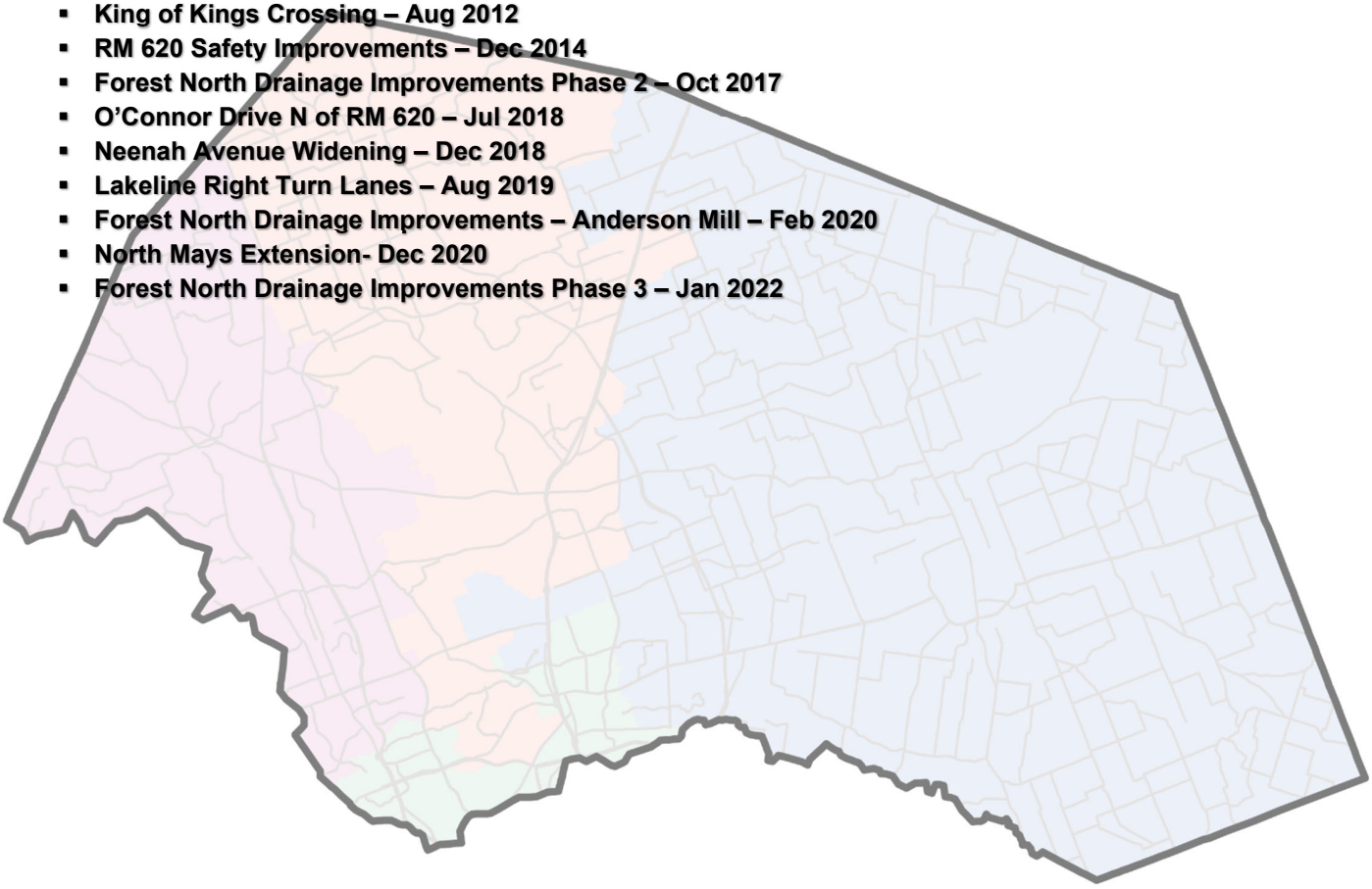
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 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**



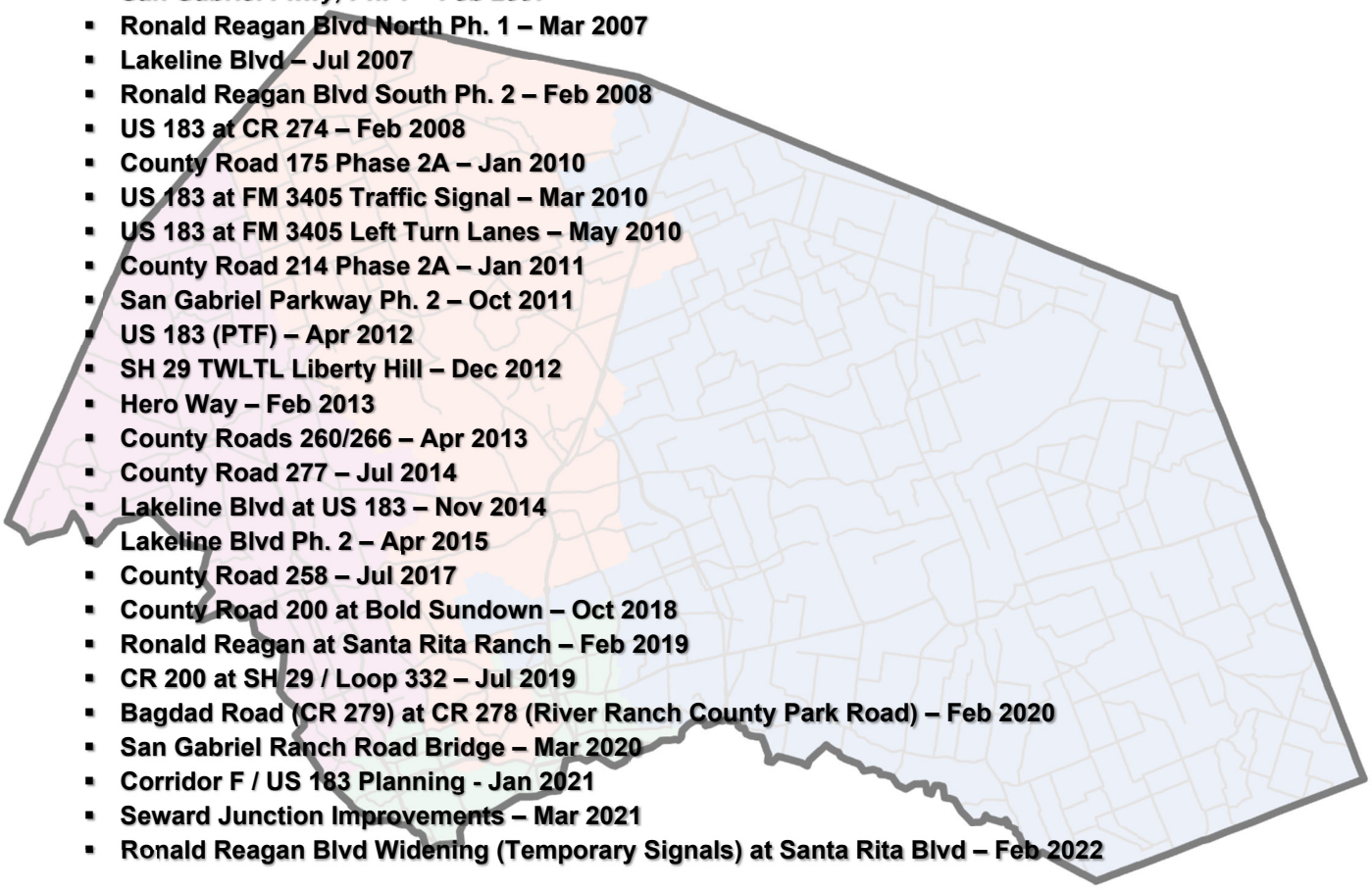
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 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**



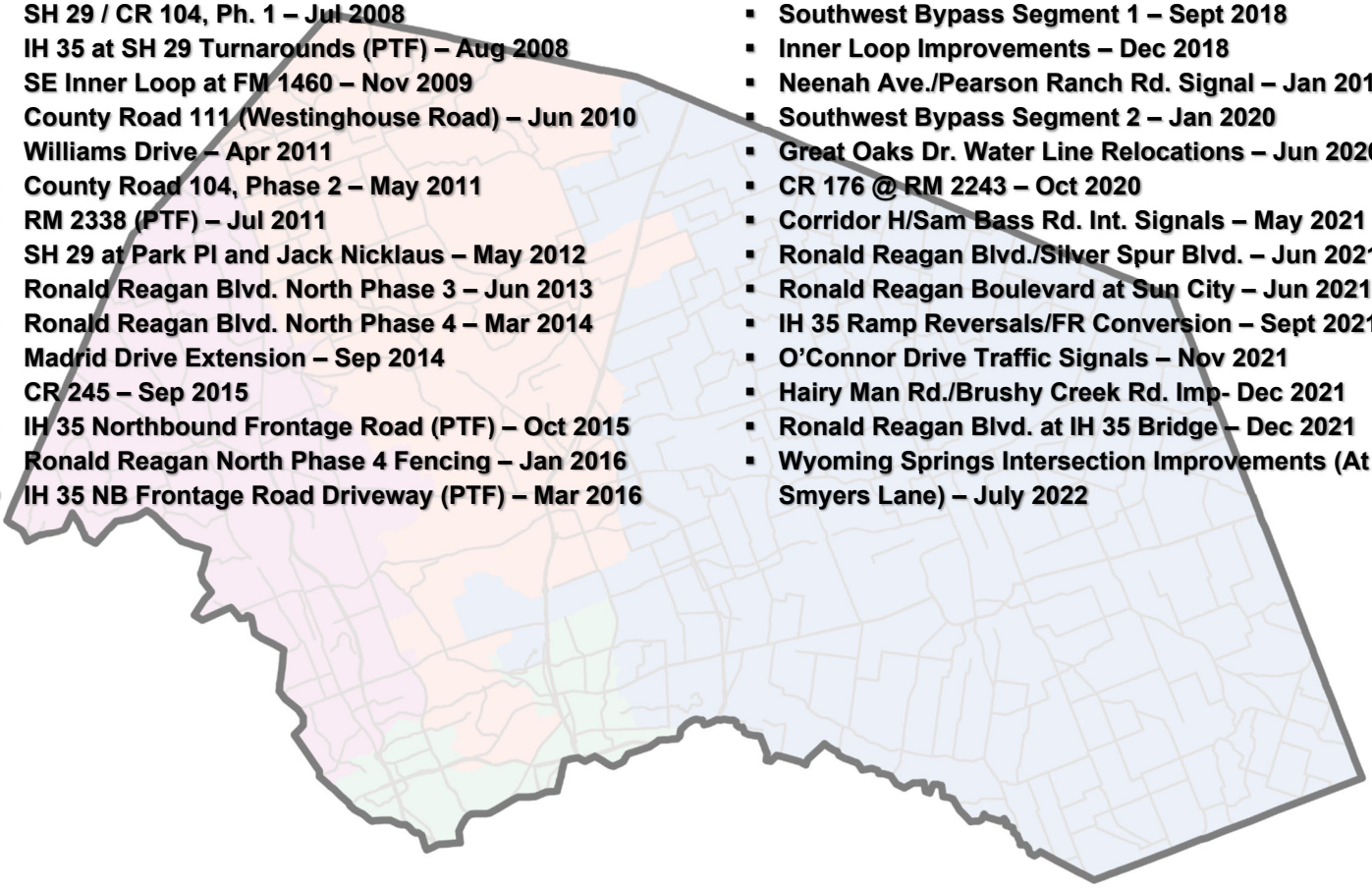
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 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 Relo. 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 NB 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 Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022



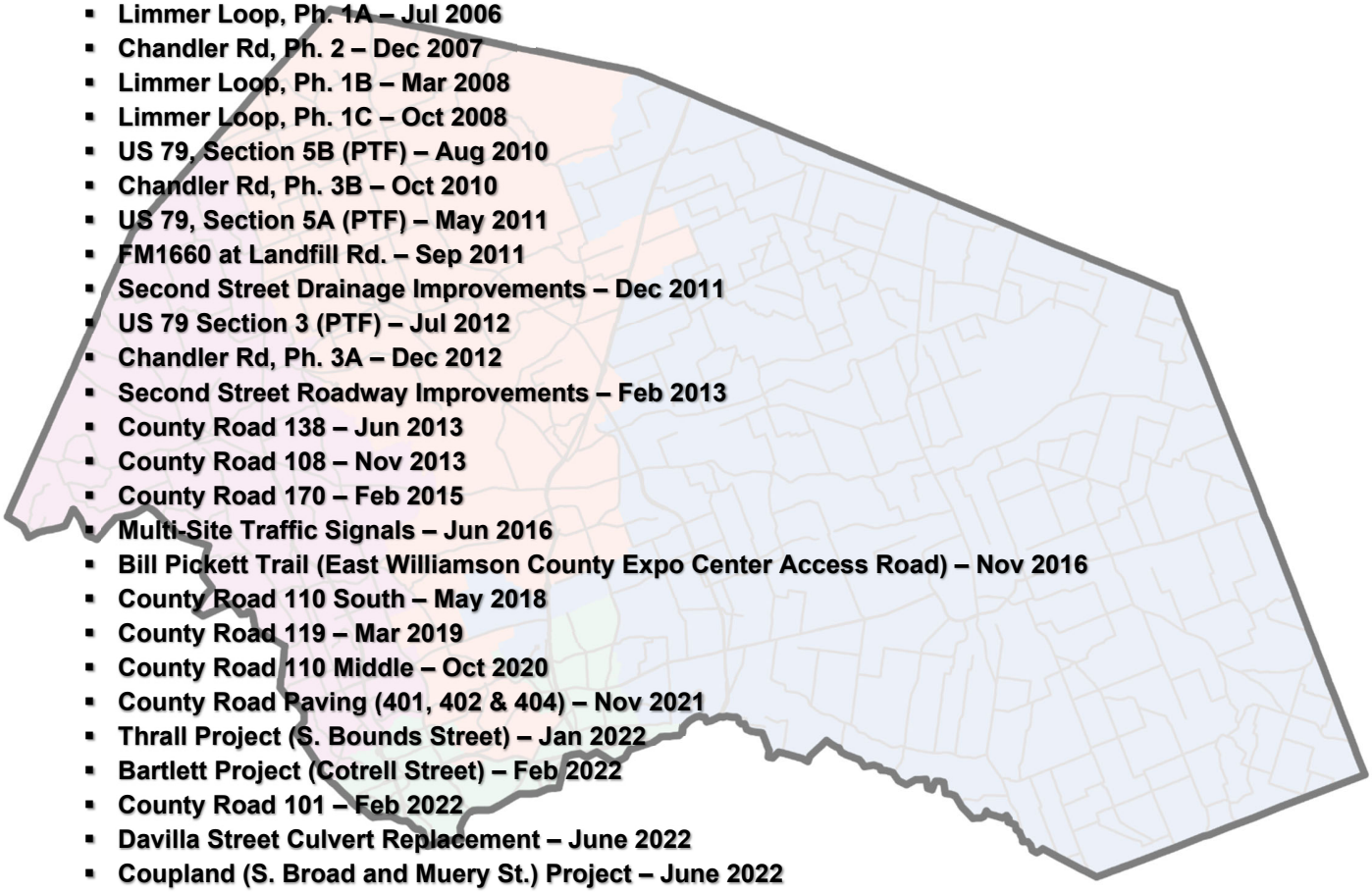
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

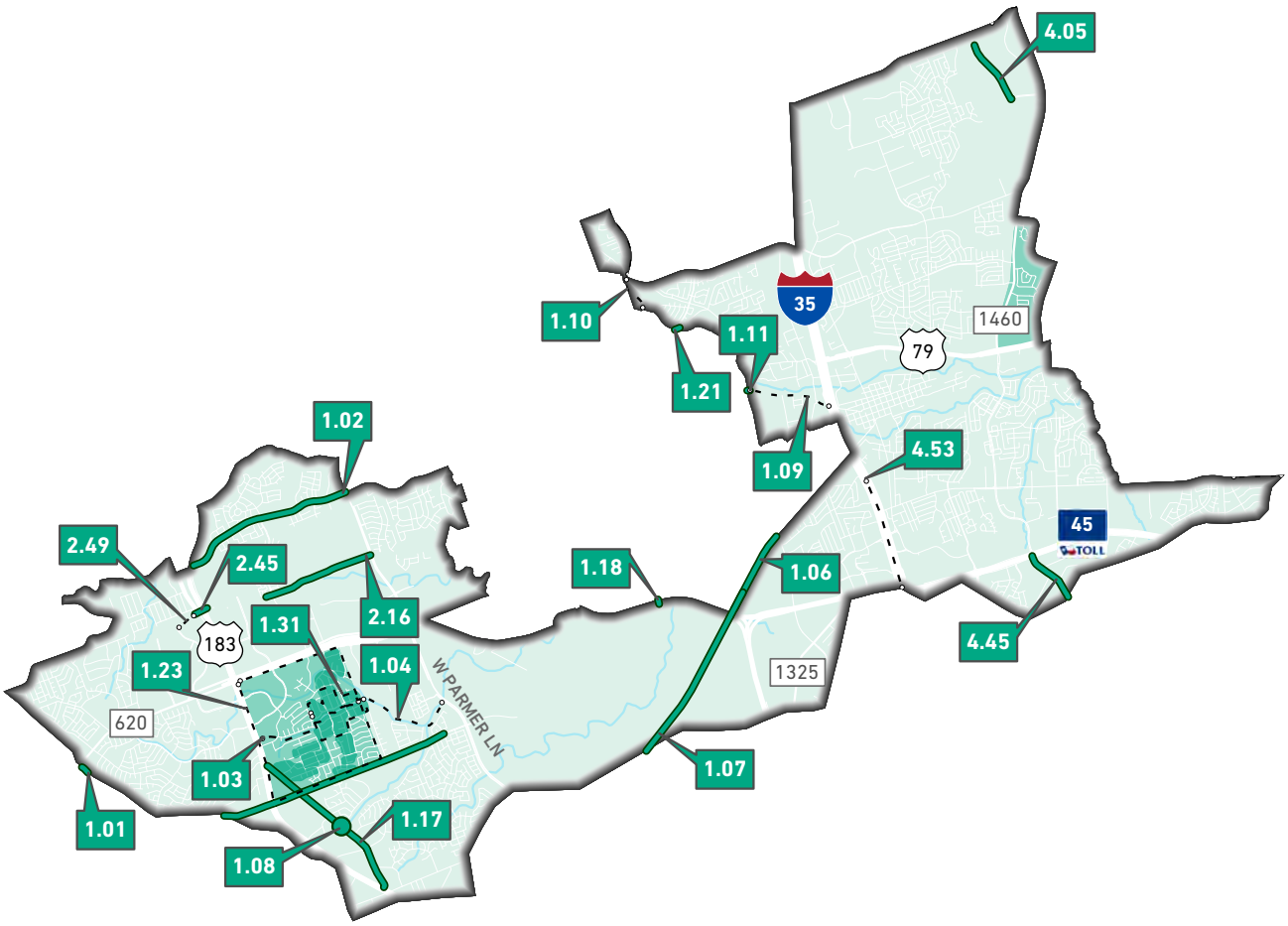
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2022

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

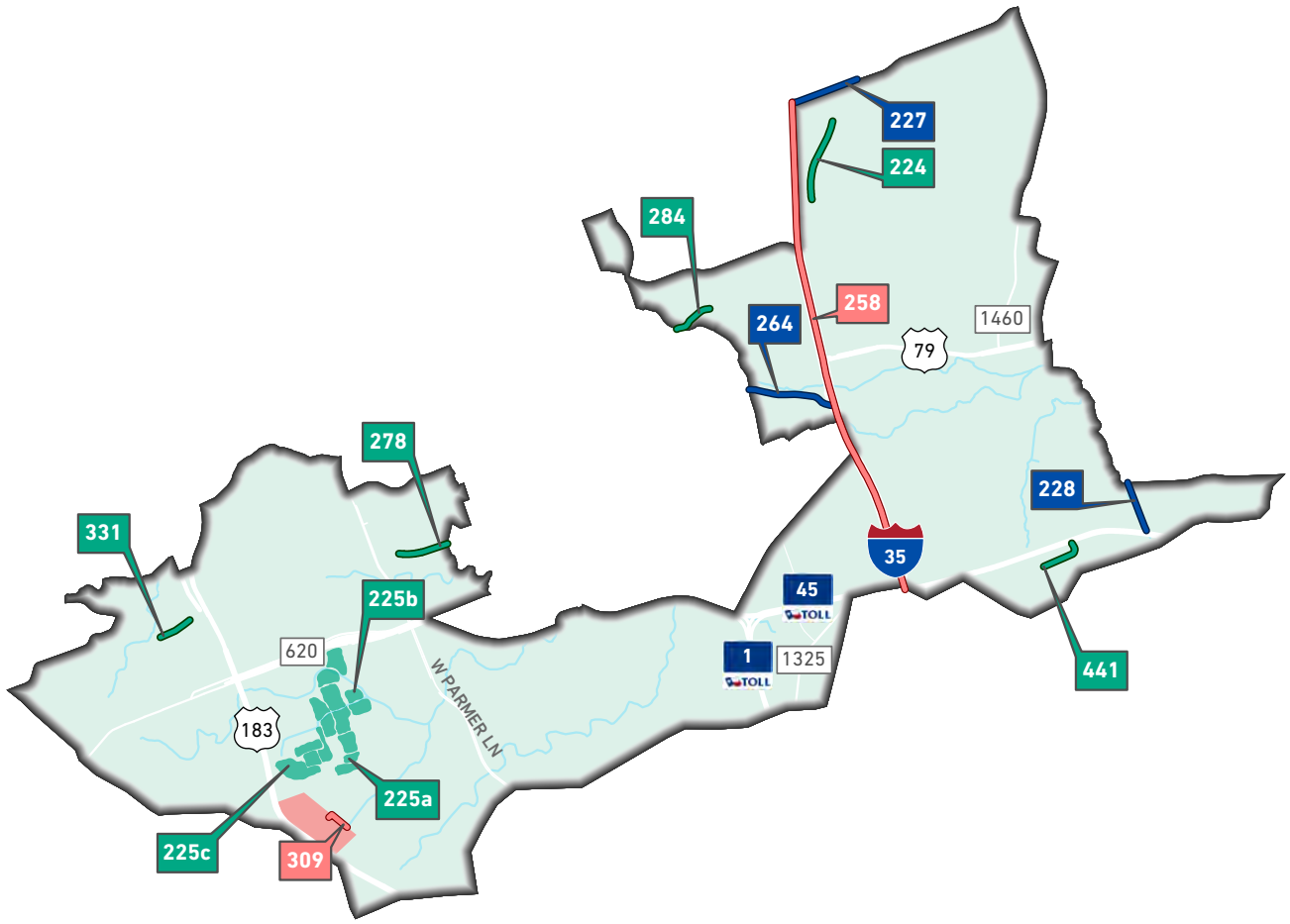


Completed/Open to Traffic

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

Study

2013 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



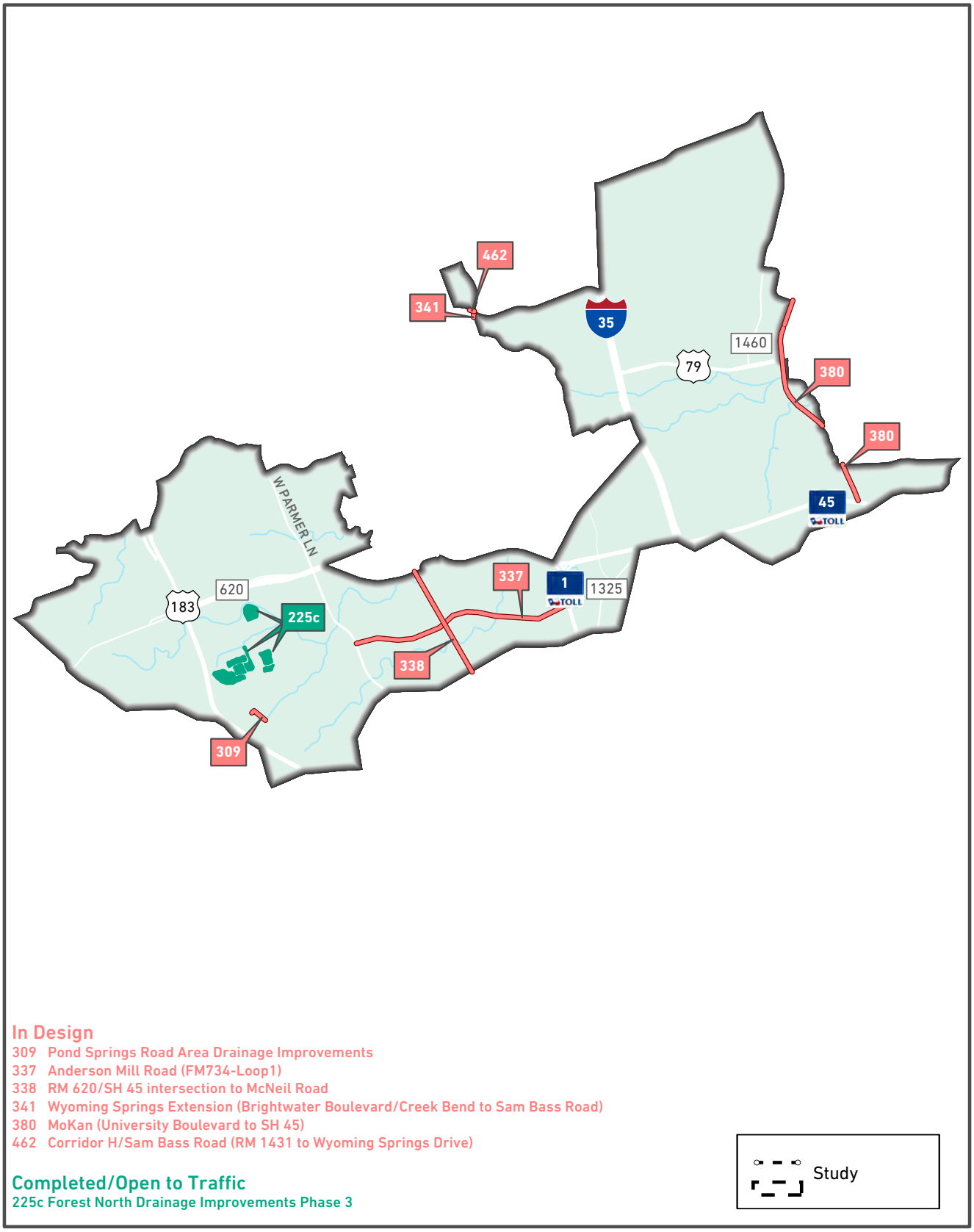
In Design
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road area)

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)

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

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	99.7	100

9/30/2022 Comments - Coordinating with Contractor to address final items needed to complete Oncor lighting for the 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

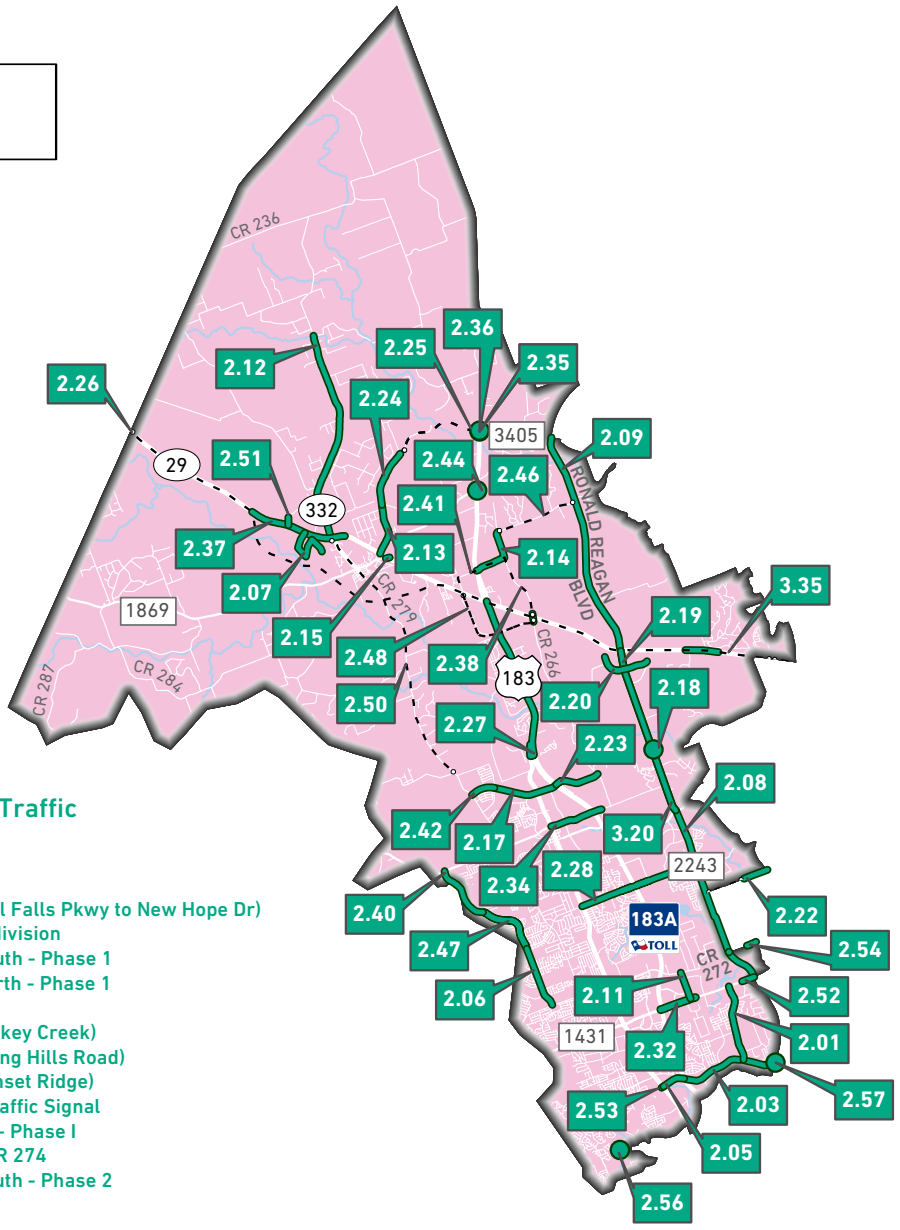
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

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

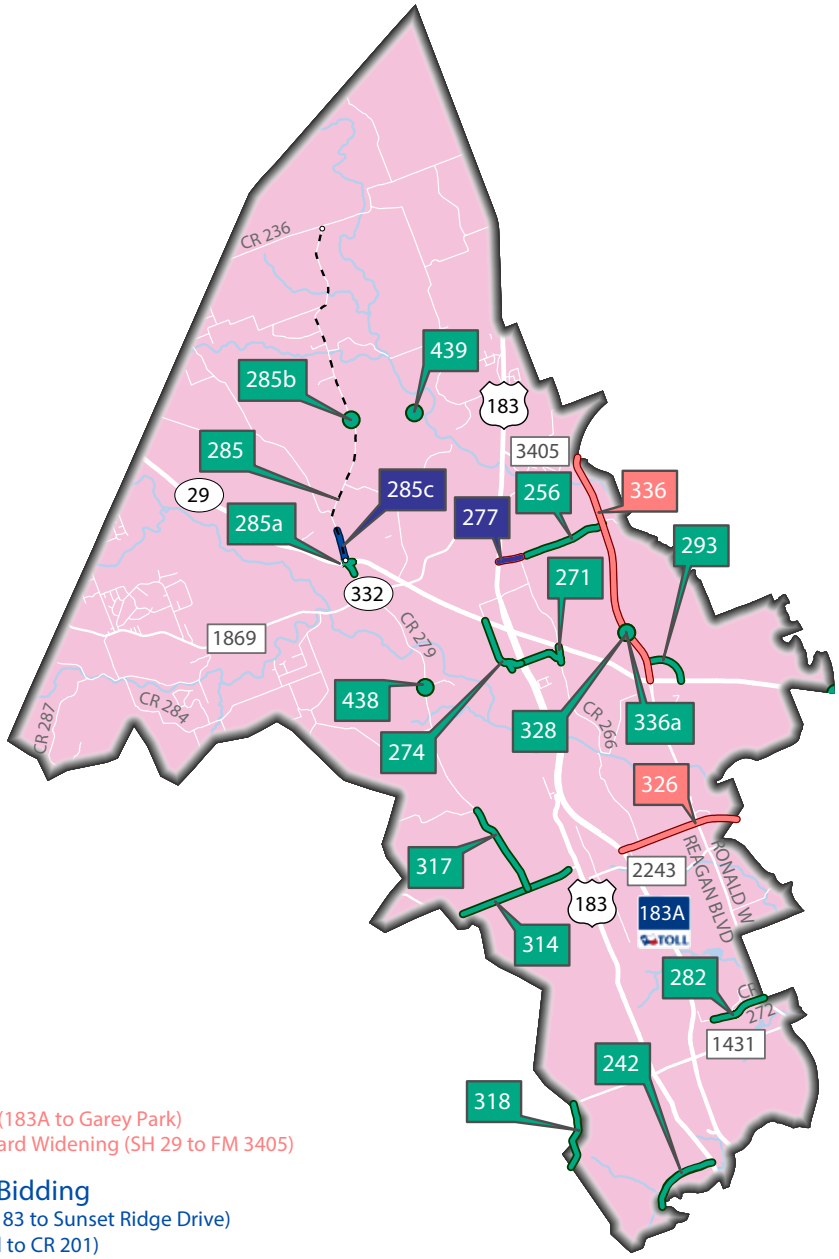
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



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



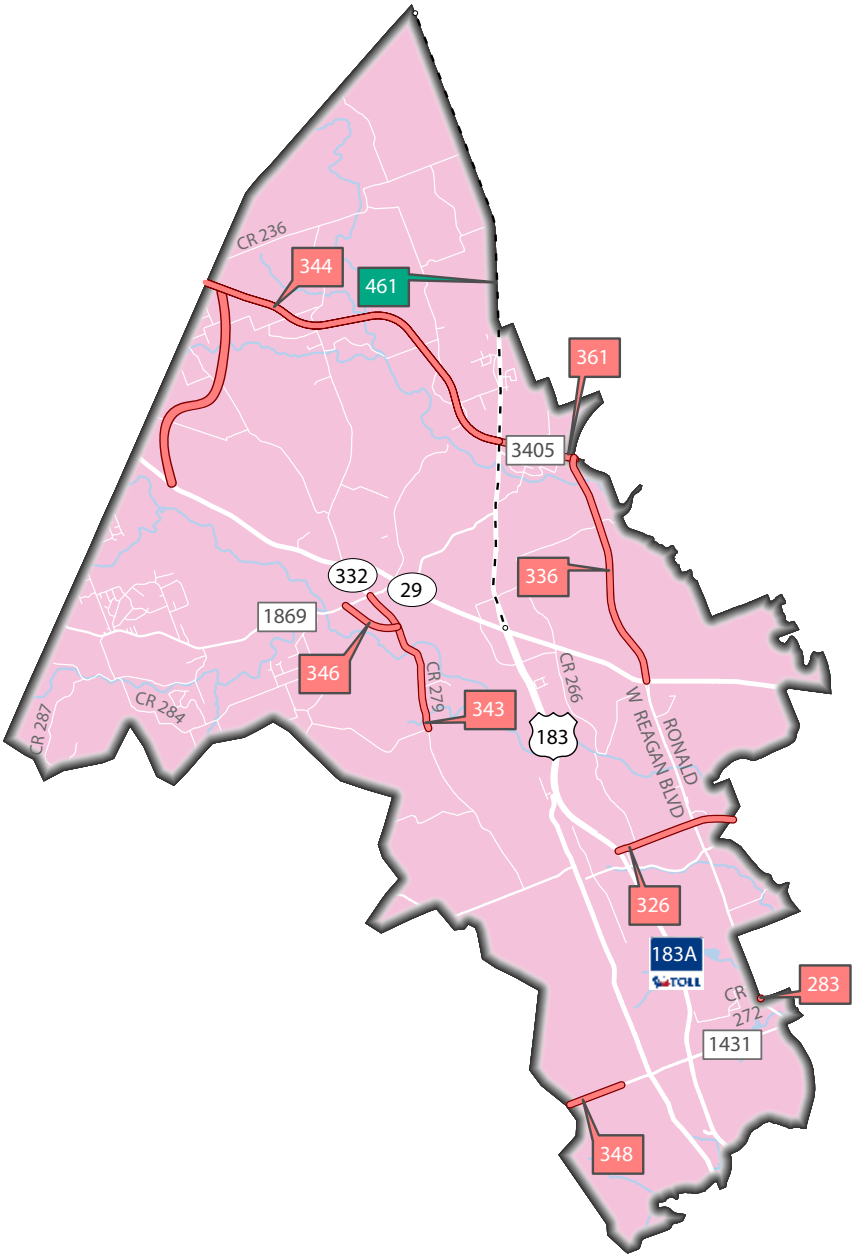
In Design
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

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

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)

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	6/26/2021		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
29	8/2/2022	9/23/2022	0	$51,255.32	$12,813,829.64	-$51,255.32	$0.00	99.8	100

9/30/2022 Comments - Permanent BMP Certification Letter sent to TCEQ on 9/16/22. Processing final payment to Contractor.

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

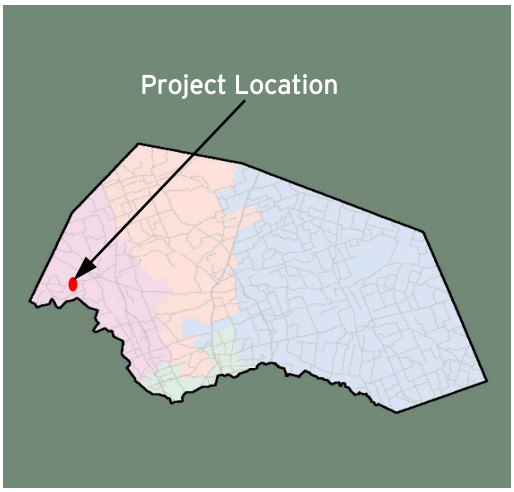
2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for the cost of overhead for the 24 days added to the contract time for the relocation of Liberty Hill water lines along SH 29. The cost of the work was added in Change Order 5 and the time 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 - October 2022
Estimated Construction Cost: $5.0 Million



SEPTEMBER 2022 IN REVIEW

9/2/2022: Smith Contracting finished the remaining concrete curb and gutter for the center median north of the railroad tracks. Subcontractor CDL completed boring across southbound CR 200 north and south of the railroad tracks.

9/9/2022: Subcontractor Lone Star Paving paved the southbound lanes just north and south of the railroad tracks. Subcontractor CDL installed the southbound railroad gate arm and removed the old bungalow.

9/16/2022: Smith Contracting removed the southbound detour just north and south of the railroad tracks. Smith placed asphalt for a small wedge of the southbound shoulder at the railroad tracks .

9/23/2022: Smith Contracting continued to place topsoil, seed and soil retention blankets along the west side of the project. Subcontractor Lone Star Paving placed the surface hot mix at the entrance to Sundance Ranch.

9/30/2022: Subcontractor Lone Star Paving placed the final surface hot mix on CR 200. Subcontractor Lone Star Paving paved the final surface course of hot mix at the Sundance Ranch entrance and on CR 200.



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	39	44
6	3/29/2022	4/29/2022	32	$353,052.72	$2,124,652.87	$39,228.08	$236,072.54	44	54
7	4/30/2022	5/27/2022	28	$352,739.26	$352,739.26	$39,193.25	$275,265.79	56	63
8	5/28/2022	7/1/2022	35	$185,880.12	$185,880.12	$20,653.35	$295,919.14	10	74
9	7/2/2022	8/1/2022	31	$258,962.10	$258,962.10	$28,773.57	$324,692.71	68	84
10	8/2/2022	9/2/2022	32	$660,525.72	$660,525.72	$73,391.74	$398,084.45	80	95

9/30/2022 Comments - All paving is now complete and project is anticipated to be substantially complete in October 2022.

Change Order Number	Approved	Cost This CO	Total COs
01	9/13/2022	$ 26,798.12	$ 26,798.12

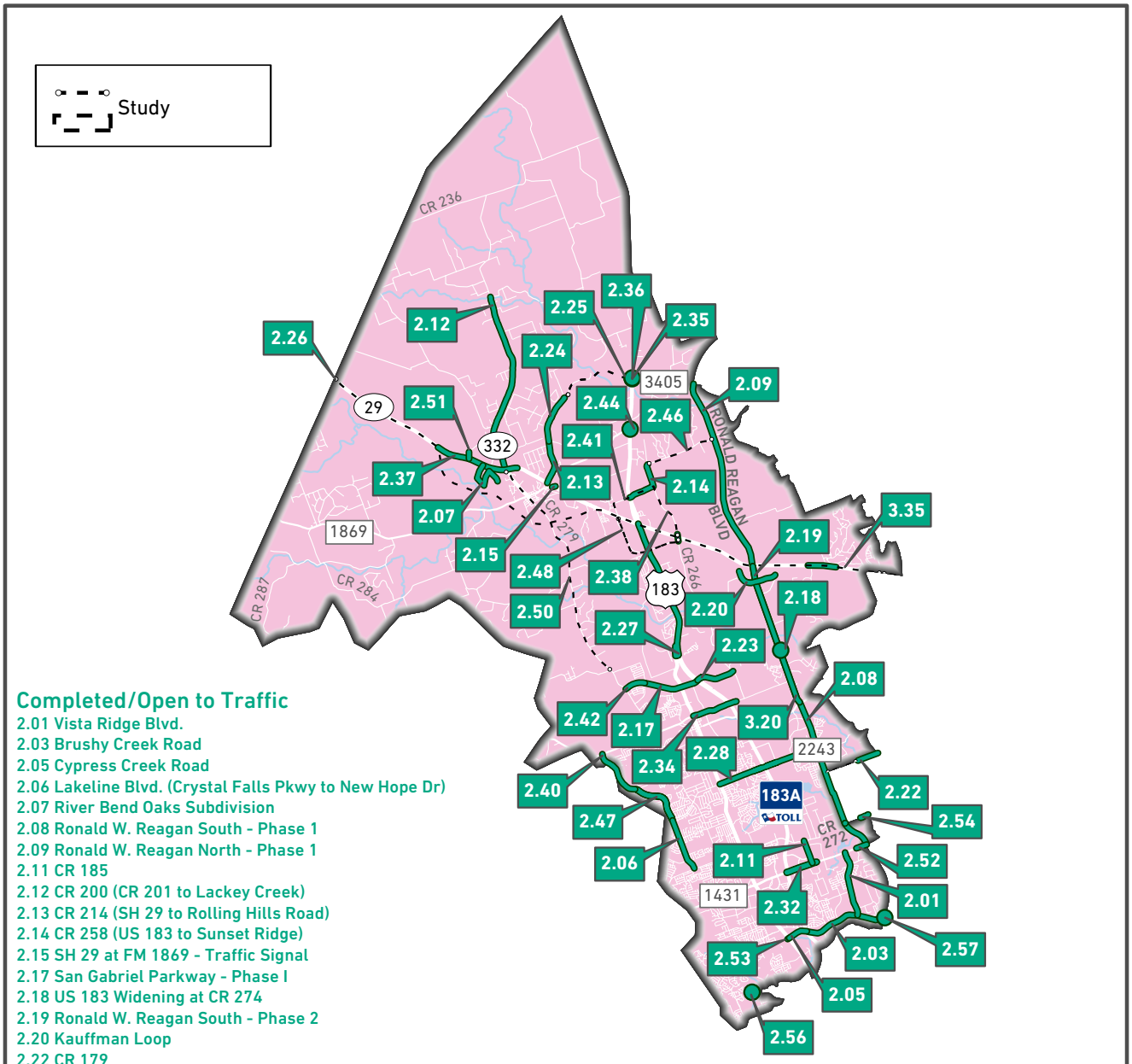
1. Design Error and Omission: 1B.Other: This Change Order provides payment for additional drainage pipes needed to maintain positive drainage during the PH 1 construction of the detours. It also provides payment for the roadway signage called out in the plans, but not accounted for in the bid tabs and stripe elimination needed for the different phases of construction. 2. Differing Site Conditions (unforeseeable) 2G:Unadjusted Utility (Unforeseeable) This Change Order also provides payment to the contractor for lowering an AT&T line in-place so that Culvert 1 could be installed.

Change Order Number	Approved	Cost This CO	Total COs
02	9/13/2022	$ 4,058.92	$ 30,857.04

4B. Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for replacing the existing concrete driveways at the entrances to the City of Liberty Hill's Park and revising the asphalt driveway quantity. With the existing driveways being concrete, it was requested by the City to go back in concrete.

Adjusted Price = $5,006,372.13

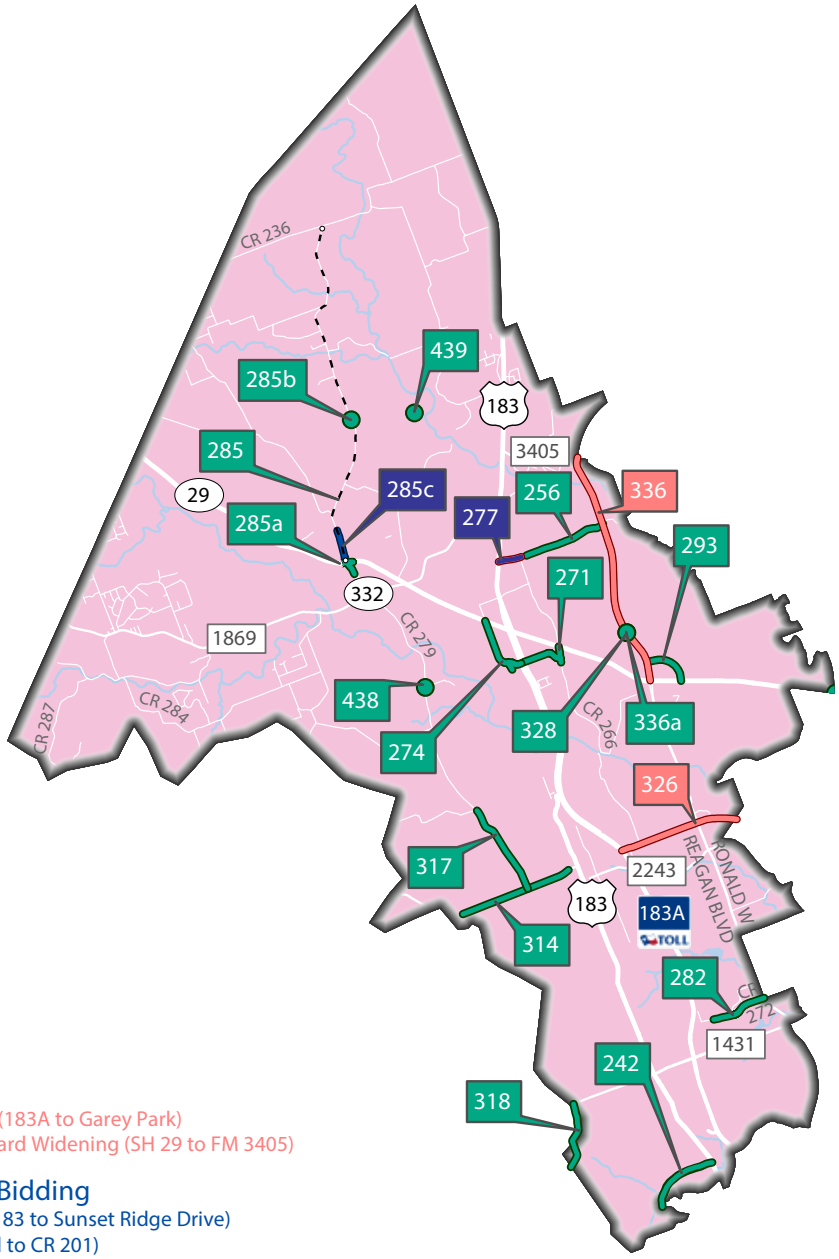
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



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



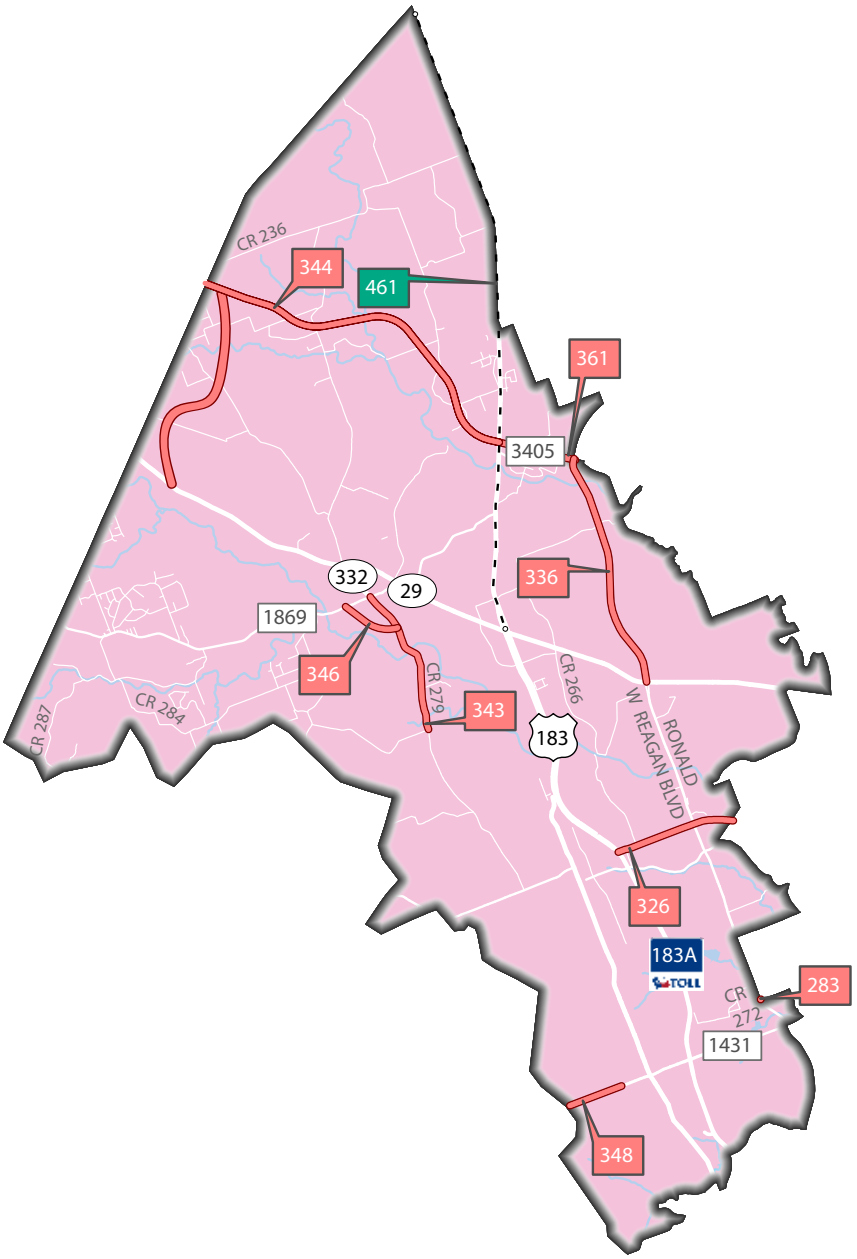
In Design
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

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

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)

Study

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

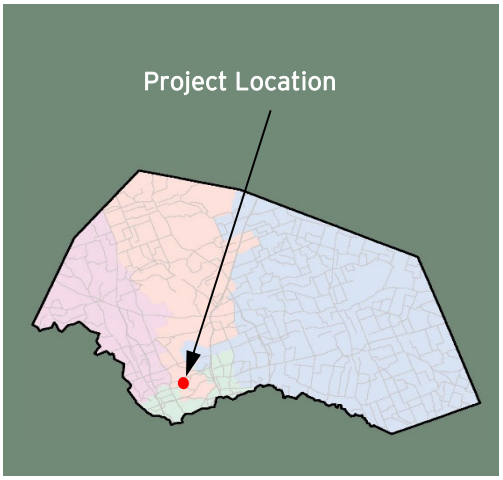
9/30/2022 Comments - Coordinating final paperwork with the Contractor.

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: $10.7 Million



SEPTEMBER 2022 IN REVIEW



9/2/2022: DeNucci Constructors formed and poured the slab along Wall 4L and 4R. DeNucci continued erecting the temporary wall just north of Abutment 6 on the north end of Great Oaks. Subcontractor Greater Austin poured the sidewalk on the east side of spans 3-5 of the bridge deck.

9/9/2022: DeNucci poured the north portion of the moment slab along Wall 3R on the southeast side of Great Oaks. Subcontractor Greater Austin poured the median section on the bridge spans 3-5 on the northeast and southeast corners of the Great Oaks and Hairy Man intersection.

9/16/2022: DeNucci poured the south portion of the moment slab along Wall 3R and 3L along Great Oaks Drive. Subcontractor Greater Austin poured the approach slab at Abutment 6.

9/23/2022: DeNucci installed the Phase 2 portion of 18" reinforced concrete pipe and inlet just north of the Great Oaks Bridge. Subcontractor Greater Austin formed and poured the approach slab at Great Oaks Bridge Abutment 1.

9/30/2022: DeNucci formed and poured the concrete riprap downstream of Culvert B. Subcontractor Greater Austin formed and poured the sidewalk and median on the Abutment 1 and 6 approach slabs of the Great Oaks Bridge.

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	17	24
6	2/1/2022	2/28/2022	28	$496,378.98	$2,168,293.01	$55,153.22	$240,921.45	22	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	$2,643,958.10	$25,787.13	$293,773.13	28	39
9	5/1/2022	5/31/2022	31	$754,642.60	$3,398,600.70	$83,849.18	$377,622.31	36	45
10	6/1/2022	6/30/2022	30	$340,143.43	$3,738,744.13	$37,793.75	$415,416.06	39	50
11	7/1/2022	7/31/2022	31	$475,914.67	$4,214,658.80	$52,879.41	$468,295.47	44	55
12	8/1/2022	8/31/2022	31	$373,966.90	$4,588,625.70	$41,551.87	$509,847.34	48	60

9/30/2022 Comments - Construction is ongoing with an anticpated completion date of April 2023.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	$ 29,487.96	$ 29,487.96

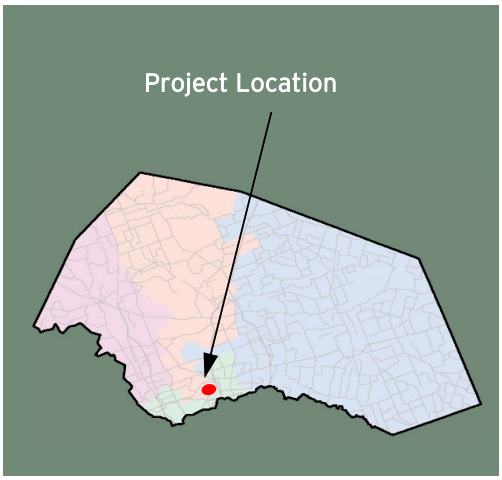
4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round 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.

Change Order Number	Approved	Cost This CO	Total COs
02	9/13/2022	$ 100,234.16	$ 129,722.12

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

Adjusted Price = $10,710,356.23





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: January 2022 - Spring 2024
Estimated Construction Cost: $21 .7 Million



SEPTEMBER 2022 IN REVIEW



9/2/2022: Capital Excavation placed flexible base from FM 1460 to West of Bell Gin Road. Capital completed installing drainage pipe for Phase 2 from FM 1460 to Gateway School.

9/9/2022: Capital placed concrete curb and gutter from Gateway School to FM 1460. The contractor continued installing water line east of Rockride and setting up to bore the 36-inch steel casing for water lane West of Bell Gin Road.

9/16/2022: Capital placed culverts for the driveways east of Bell Gin Rd. Capital completed installation of the water line east of Rockride and bored the 36 inch steel casing for the water line west of Bell Gin Rd.

9/23/2022: Capital continued boring the 36-inch steel casing for the 24-inch water line West of Bell Gin Road. The contractor also began a mowing cycle and Subcontractor ESSI removed silt fence on CR 110. Subcontractor (GSJ) for Suddenlink continues to install communication lines on new poles.

9/30/2022: Capital continued to place the 30-inch reinforced concrete pipe for Culvert 5 just East of Rockride Road. Subcontractor (GSJ) for Suddenlink continued installing the new communication lines.

HNTB

Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

Williamson County
Road Bond Program

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
7	8/1/2022	8/31/2022	31	$822,906.88	$6,256,037.24	$91,434.10	$695,108.56	32	30

9/30/2022 Comments - Roadway construction 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	8/9/2022		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	97	71
2	7/2/2022	7/31/2022	3	$29,402.60	$305,056.85	-$24,402.60	$6,225.65	99	78
3	8/1/2022	8/31/2022	0	$9,225.65	$314,282.50	-$6,225.65	$0.00	100	78

9/30/2022 Comments - Certificate of Completion was issued for 8/9/22.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2022	$ -	$ -

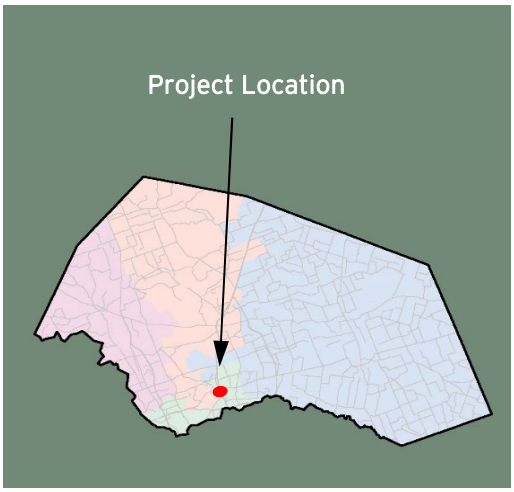
3M. County Convenience: 3I. Other: This Change Order revises the Force Account bid item from “Lump Sum” to “Dollar”.

Change Order Number	Approved	Cost This CO	Total COs
02	9/13/2022	$ (41,610.00)	$ (41,610.00)

2E: Differing Site Conditions. 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.

Adjusted Price = $314,282.50





Southwest Bypass Extension
(SH 29 to Wolf Ranch Parkway)

Project Length: .905 Miles
Roadway Classification: Minor Arterial

Project Schedule: August 2022 - Summer 2023
Estimated Construction Cost: $4.3 Million



SEPTEMBER 2022 IN REVIEW

9/2/2022: Joe Bland Construction (JBC) surveyors staked the silt fence on west side of roadway and the ditch line on east and west side of roadway. Subcontractor TRP placed temporary traffic control signs on existing Southwest Bypass and Wolf Ranch.

9/9/2022: JBC continued clearing ROW from Wolf Ranch to SH 29. Subcontractor Austin Wood Recycling shredded trees that were cleared from the ROW.

9/16/2022: JBC continued clearing from Wolf Ranch to SH 29. JBC continued screening roadway excavation for topsoil and stockpiling at the north end of project.

9/23/2022: JBC continued clearing limits of construction from Wolf Ranch to SH 29. The Contractor cleared the right-of-way for the Southwest Bypass/Wolf Ranch detour compacted and placed C1 embankment.

9/30/2022: JBC continued milling the roadway to subgrade and excavating the ditches on the east and west side of the road from Wolf Ranch to SH 29. JBC continued placing embankment material for the widening along Southwest Bypass at Wolf Ranch.



Design Engineer: Cobb Fendley
Contractor: Austin Underground, Inc.
Construction Observation:
Bruce Williams, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = $4,288,543.00

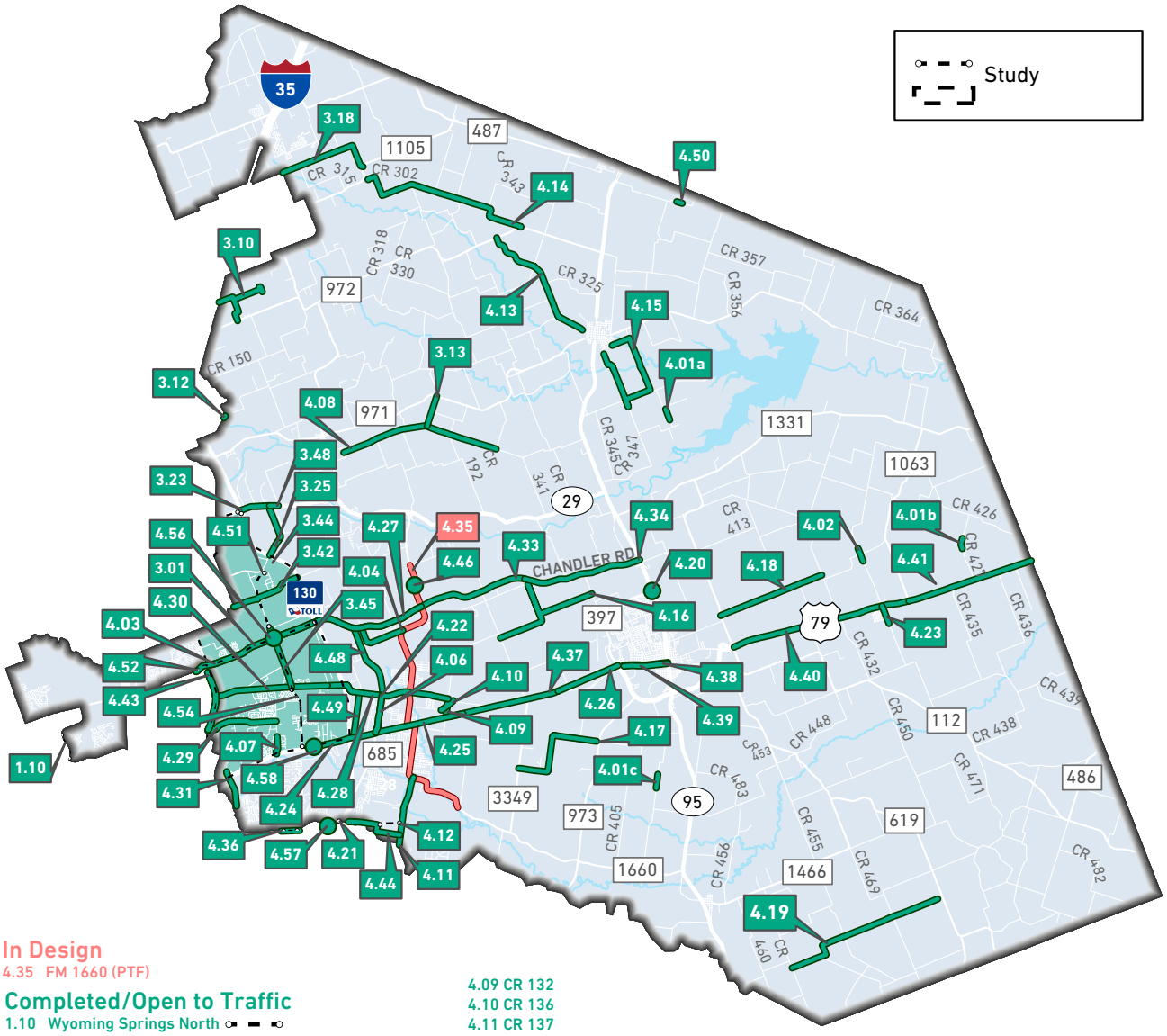
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/23/2022	7/12/2022	8/18/2022	8/29/2022				239		239

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/29/2022	9/31/22	3	$77,542.20	$77,542.20	$8,615.80	$8,615.80	2	1

9/30/2022 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



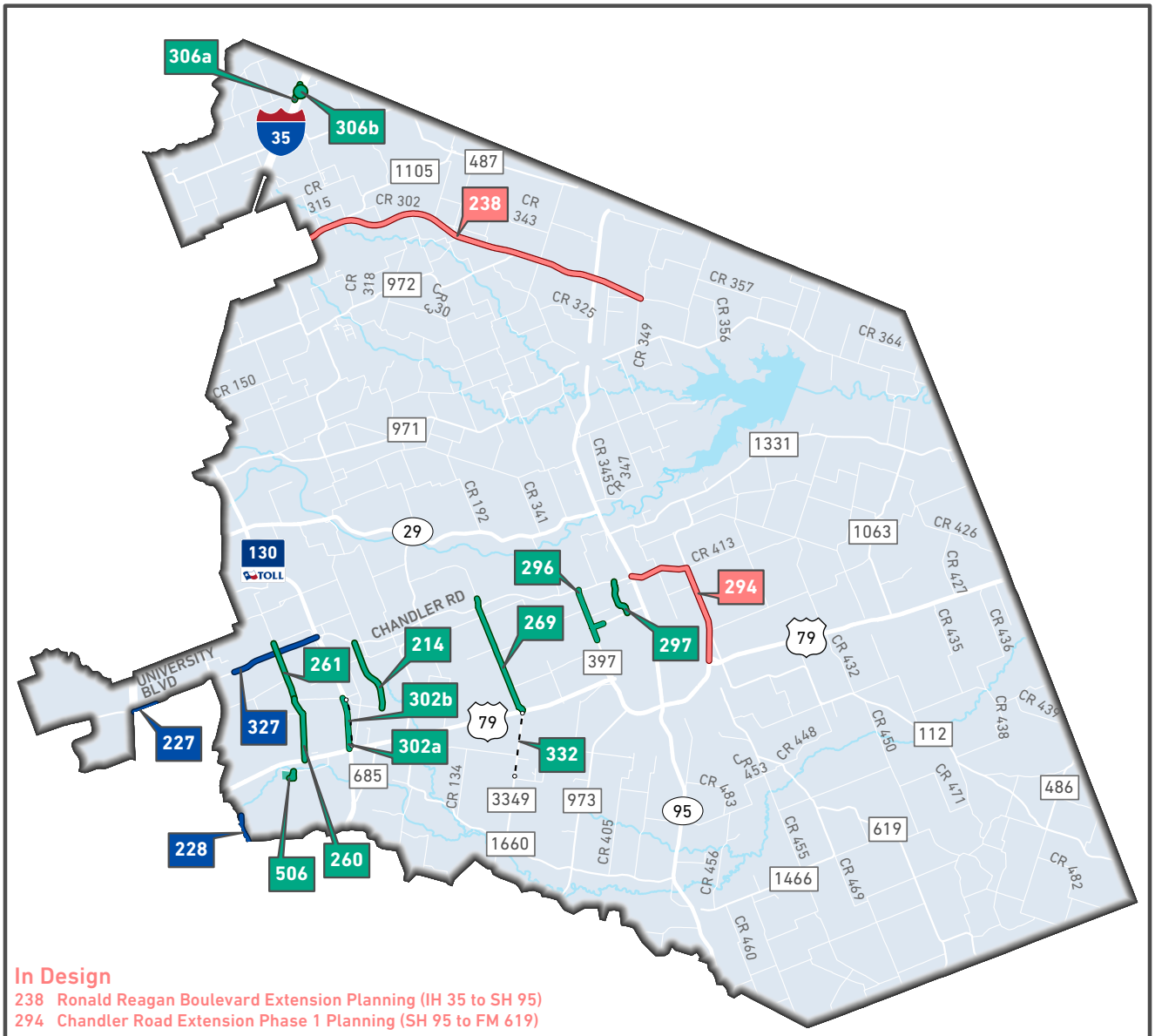
In Design

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

Study

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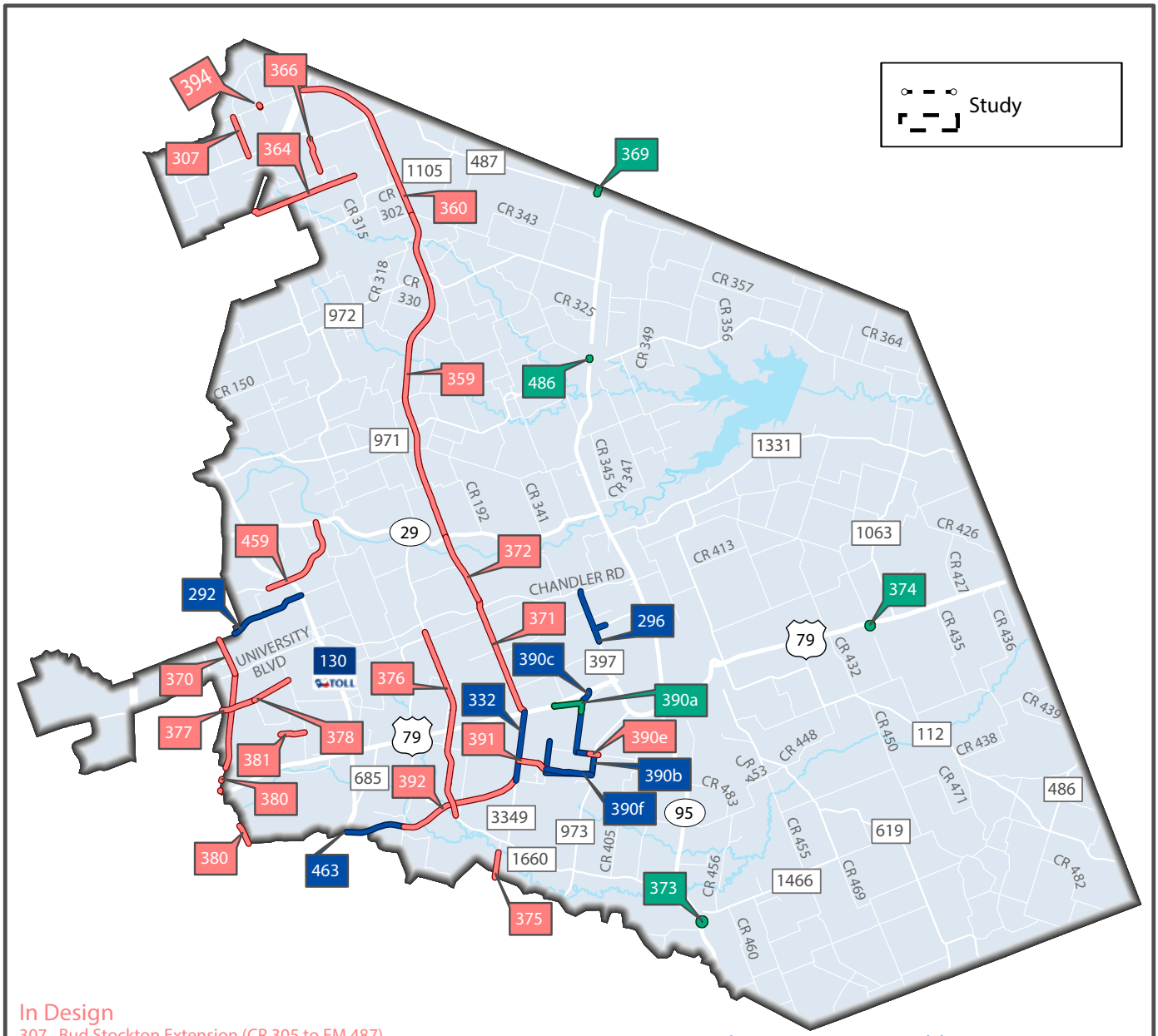
2019 ROAD BOND PROGRAM PROJECTS
Precinct 4 - Commissioner Boles



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

9/30/2022 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
25	7/1/2022	7/31/2022	31	$1,665.44	$11,893,636.84	$33.99	$242,727.25	93	111

9/30/2022 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

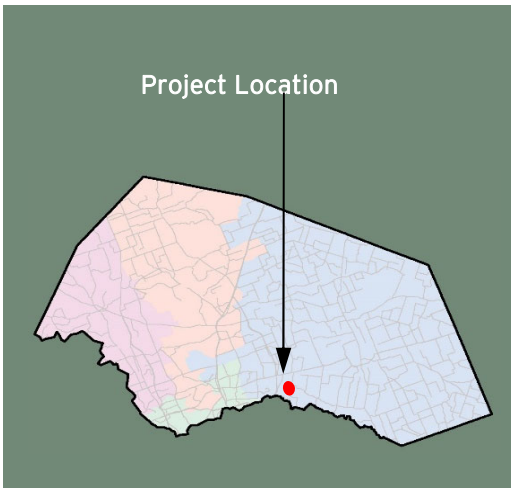
3B: County Convenience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

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



SEPTEMBER 2022 IN REVIEW

9/2/2022: James Construction (JCG) formed and poured the cast-in-place coping and the approach slabs on the Tributary Bridge. Subcontractor Elite Curb slipped curb just east of Dana Drive and hand poured other sections of curb.

9/9/2022: JCG formed and poured the concrete shared use path between MSE walls 3 and 4 on the west side of the SCS Pond. JCG placed the bearing pads on all eight caps on the SCS Pond 21 Bridge.

9/16/2022: JCG set bridge deck panels for the SCS Pond 21 Bridge. Subcontractor Lonestar Paving placed chip seal from just east of Dana Drive to the CR 137 tie-in.

9/23/2022: JCG began excavating the Bridge Church Driveway. JCG formed and poured concrete sidewalk west of the SCS Pond. Subcontractor Elite Curb formed and poured the inlet tie-ins between the SCS Pond and the Bridge Church.

9/30/2022: JCG placed precast bridge deck panels and the temporary railing on the SCS Pond 21 Bridge. Subcontractor Lonestar Paving paved hot mix asphalt from just east of Dana Drive to the east end of the project.



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
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	64	73

9/30/2022 Comments - HMA, flex base, storm sewer and bridge work at the SCS Pond 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
5	5/1/2022	9/23/2022	0	$23,993.68	$825,323.80	-$16,353.68	$0.00	100.6	80

9/30/2022 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	-$32,387.62	$8,335.40	100	100

9/30/2022 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	7/21/2022		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	97	137
2	6/10/2022	9/23/2022	0	$32,263.01	$641,872.70	-$12,441.01	$0.00	100	137

9/30/2022 Comments - Certificate of Completion was issued for 7/21/22. Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	5/2/2022	$ -	$ -

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.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	-22,591.30	-22,591.30

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. 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.

Adjusted Price = $641,872.70

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			96		96

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	72	$284,289.95	$284,289.95	$31,587.77	$31,587.77	70	75
2	9/9/2022	9/23/2022	0	$156,134.52	$440,424.47	-$22,599.52	$8,988.25	99.7	75

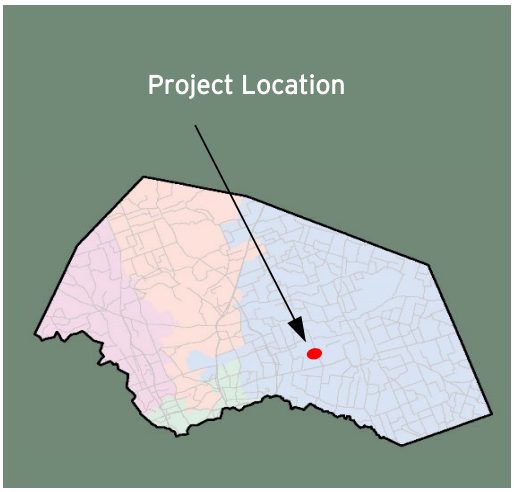
9/30/2022 Comments - Final balancing Change Order executed in Court. Coordinating final paperwork with the Contractor.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2022	$ (68,961.25)	$ (68,961.25)

2. Differing Site Conditions. 2E. 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 also revises the pavement section and adds drainage improvements along Broad and Muery Street.

Adjusted Price = $450,957.75





CR 401 Reconstruction

Project Length: 1.253 Miles
Roadway Classification: Rural Collector

Project Schedule: April 2022 - Summer 2023
Estimated Construction Cost: $13.1 Million



SEPTEMBER 2022 IN REVIEW

9/2/2022: James Construction (JCG) began tying reinforcing steel and forming for the headwall on the upstream end of Culvert 3. Subcontractor Sexton continued placing the City of Taylor water line at the north end of CR 401.

9/9/2022: JCG set concrete bridge beams for the Mustang Creek Tributary 2 Bridge. Subcontractor Austin Underground tested and tied in the Jonah Water line south of the creek.

9/16/2022: JCG set bridge deck panels for the Mustang Creek Tributary 2 Bridge. Subcontractor Austin Underground removed the temporary water line at the bridge.

9/23/2022: Subcontractor Sexton continued excavating and placing the City of Taylor water line. Subcontractor GK Construction began tying the reinforcing steel for the bridge deck.

9/30/2022: JCG finished preparing for the bridge deck pour on the Mustang Creek Tributary 2 Bridge. Subcontractor Austin Underground began pushing the steel encasement under the railroad tracks for the Jonah waterline relocation.



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				435		435

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	0	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	0
2	4/22/2022	5/31/2022	30	$213,264.25	$754,614.25	$23,696.03	$83,846.03	6	7
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	18	14
4	7/2/2022	7/31/2022	30	$690,418.59	$2,839,826.54	$76,713.17	$315,536.28	24	21
5	8/1/2022	8/31/2022	31	$276,688.62	$3,116,515.16	$30,743.18	$346,279.46	26	28

9/30/2022 Comments - Roadway work and Mustang Creek Tributary Bridge work continues.

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	$ 13,315.52	$ 13,315.52

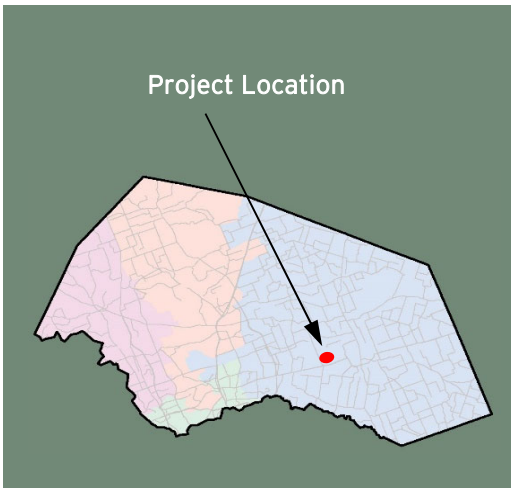
3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	$ 414,400.00	$ 427,715.52

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.

Adjusted Price = $13,100,916.46





CR 404 Hutto Water Line Realignment
(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



SEPTEMBER 2022 IN REVIEW

9/2/2022: Austin Underground (AU) continued installing pipe for the Hutto Water Line along CR 404. AU completed placement of water line pipe under CR 404. AU completed placement of water line pipe under Samsung Driveway 2.

9/9/2022: AU connected Line C to the existing Hutto Water Line along CR 404. AU completed placement of the water line pipe from Samsung Driveway 2 to the bore under FM 973 at the south end of Line D.

9/16/2022: AU completed all water line pipe installation. AU continued charging water lines B, C, and D.

9/23/2022: AU completed all water line bacteria and pressure testing. AU began placing topsoil along the water line alignment.

9/30/2022: AU completed all water line bacteria and pressure testing and the new water line was put into service. AU continued placing topsoil along the water line alignment and performed final clean-up throughout the project.



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
4	8/1/2022	8/31/2022	31	$93,601.60	$1,736,985.39	$4,926.40	$91,420.28	98.2	337

9/30/2022 Comments - Installation of the HDPE pipe was completed and the contractor tapped into the existing City of Hutto water line on 9/30/22.

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
5	8/1/2022	8/31/2022	31	$939,288.59	$2,347,603.96	-$32,921.39	$123,558.10	75	155

9/30/2022 Comments - Installation of the HDPE pipe was completed and the contractor tapped into the existing City of Hutto water line on 9/30/22.

Change Order Number	Approved	Cost This CO	Total COs
01	6/9/2022	$ (232,550.27)	$ (232,550.27)

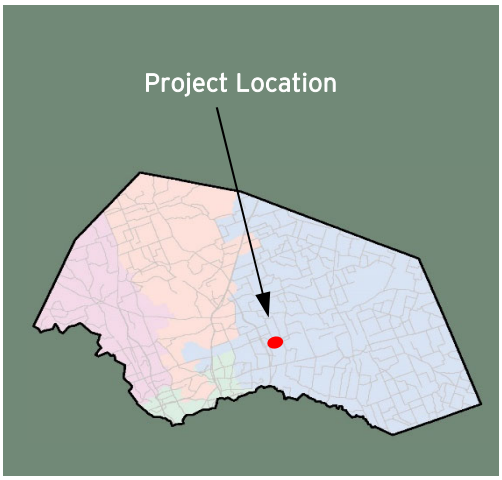
3F. County Convenience. Additional work desired by the County. This Change Order revises the original water line pipe design from 18 inch ductile iron to 24 inch HDPE pipe. Due to the Contract value of this requested change, the 24 inch HDPE pipe material and the fusion of that pipe is also being removed 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





Future County Road
(CR 404 to FM 973)

Project Length: 1.466 Miles
Roadway Classification: Rural Major Collector

Project Schedule: August 2022 - Fall 2023
Estimated Construction Cost: $11.3 Million



SEPTEMBER 2022 IN REVIEW

9/2/2022: Chasco's subcontractor Avery's Lawn Care and Landscape placed a silt fence and a rock berm at the low water crossing on the west end of the project.

9/9/2022: Subcontractor Absolute Demolition began removing the buildings on the west end of the project. Subcontractor C-3 Land Clearing began removing the trees on the west end of the project moving east.

9/16/2022: Subcontractor Absolute Demolition finished demolishing the buildings on the west end of the project. Subcontractor C-3 Land Clearing finished removing the trees throughout the project.

9/23/2022: Chasco began stripping and stockpiling topsoil starting on the west end of the project moving east. Subcontractor C-3 Land Clearing began grinding the trees that have been removed from the project.

9/30/2022: Chasco continued stripping and stockpiling topsoil in the middle of the project. Subcontractor C-3 Land Clearing completed grinding the trees that have been removed from the project. Subcontractor Texas Shafts tied the reinforcing steel for the drill shaft cages, drilled and placed concrete for all the drill shafts at the west bridge Abutment 1.



Design Engineer: Cobb Fendley
Contractor: Austin Underground, Inc.
Construction Observation:
Bruce Williams, HNTB

Williamson County
Road Bond Program

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/15/2022	9/27/2022	44	$415,099.80	$415,099.80	$46,122.20	$46,122.20	4	11

9/30/2022 Comments - Notice to Proceed was issued on 8/5/22 with time charges starting on 8/15/22.

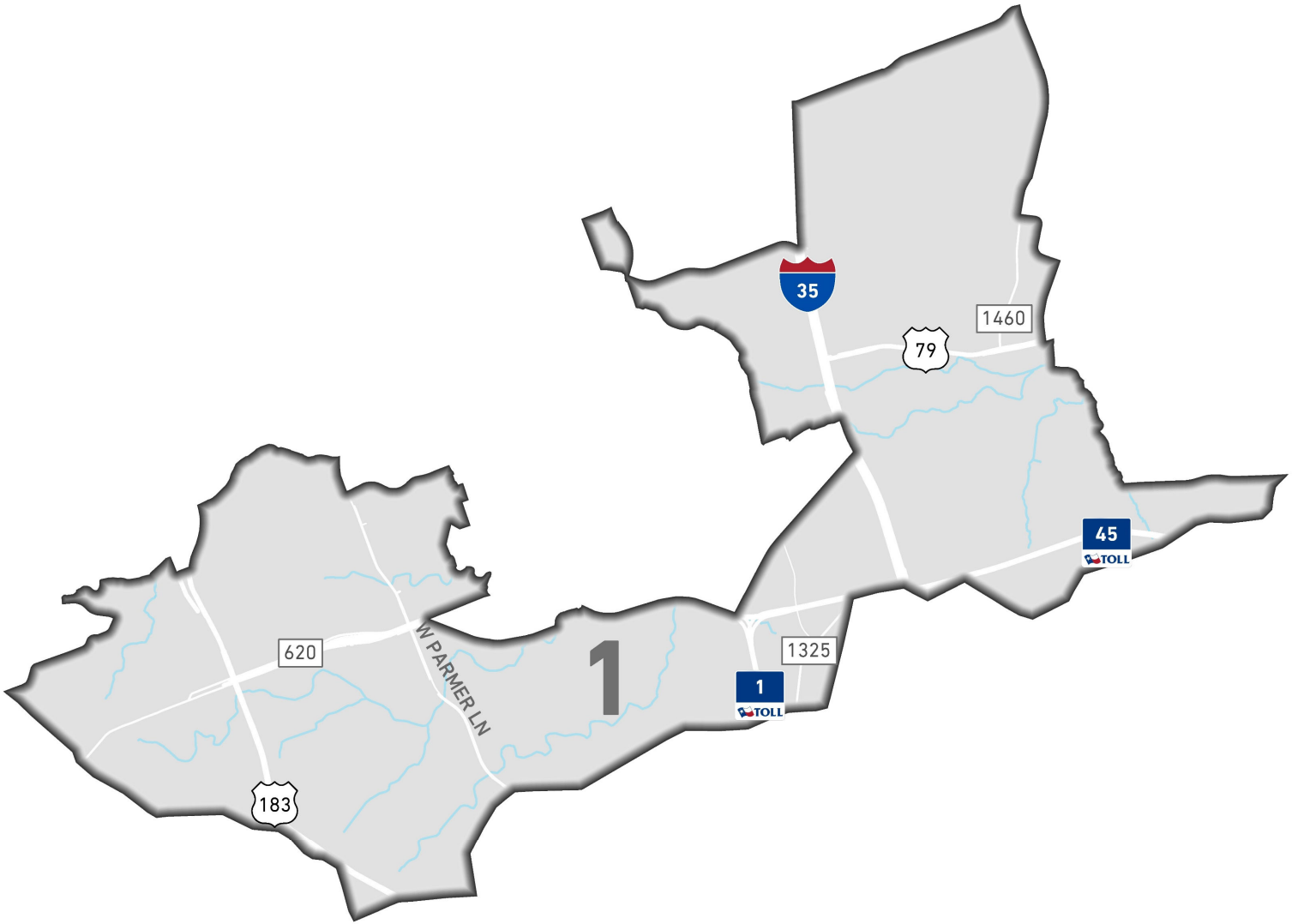
Adjusted Price = $11,289,929.00

Williamson County Commissioners Court

Road Bond Program

October 25, 2022

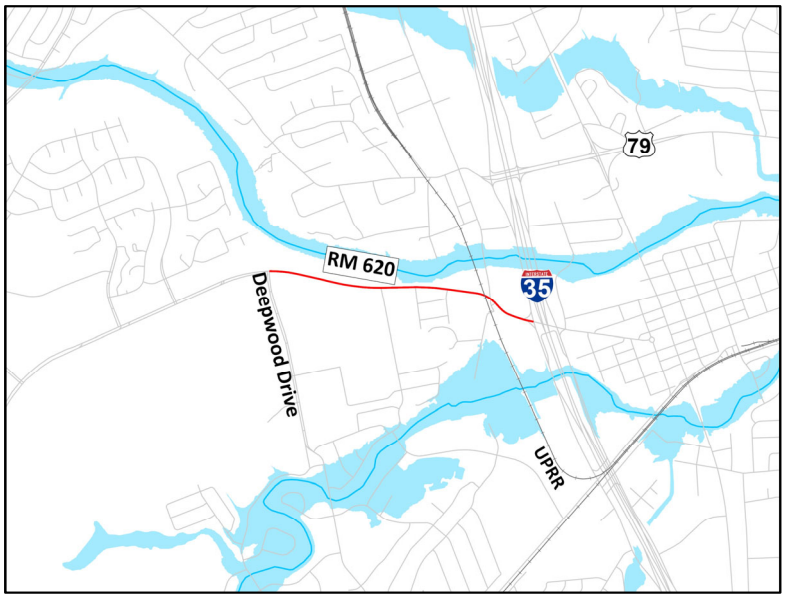
Precinct 1



RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Fall 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)

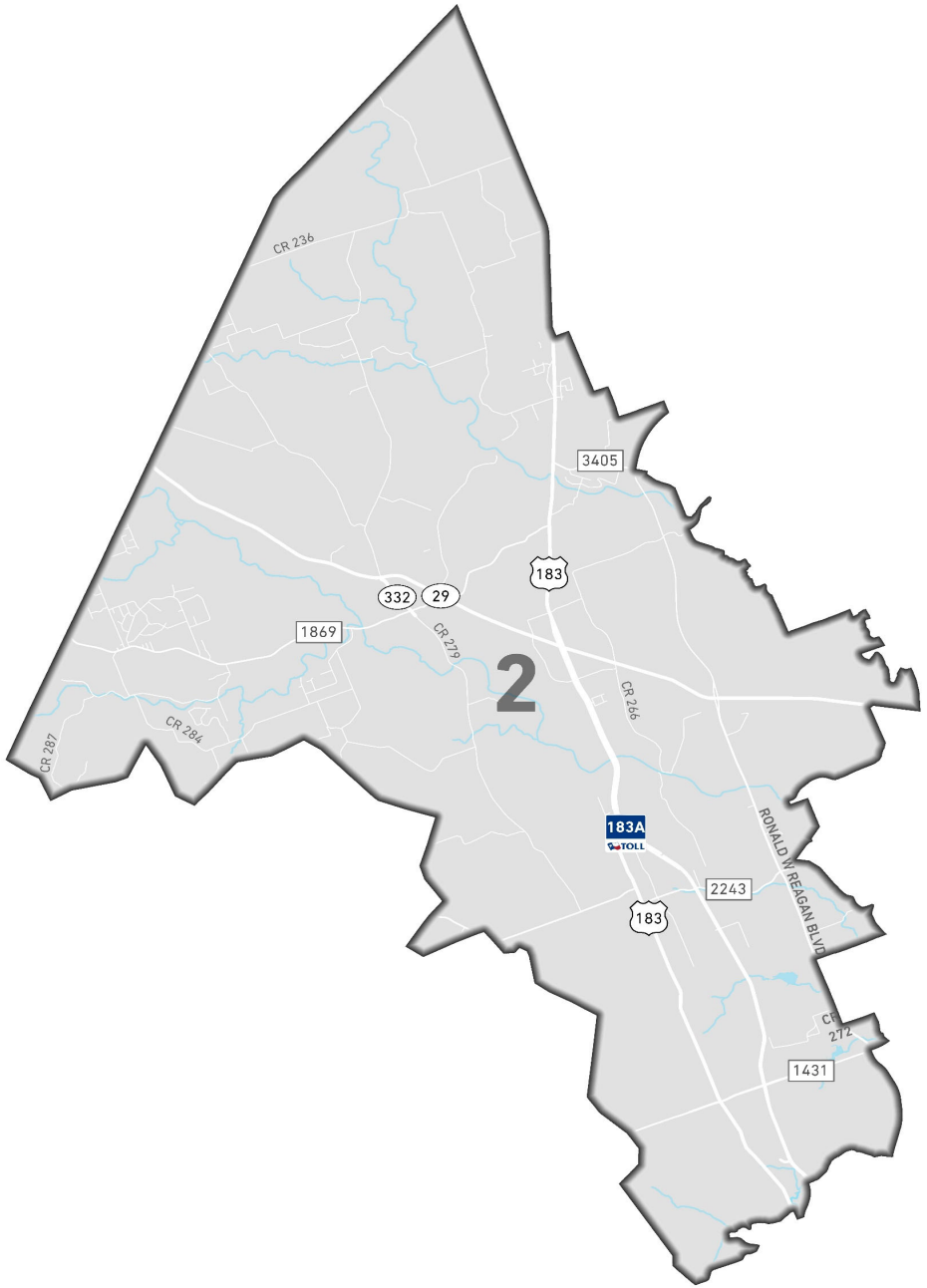


RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)



WILLIAMSON COUNTY
1848

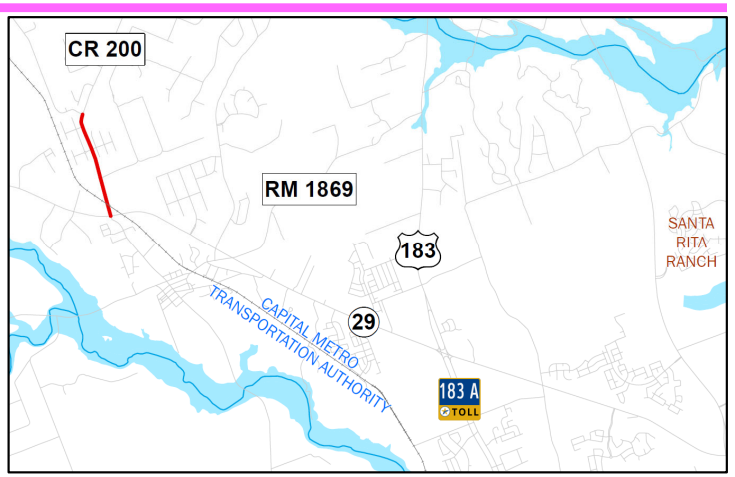
Precinct 2



CR 200 Reconstruction

Anticipated Completion

Fall 2022



Original Contract Price = $4,975,515.09

Total Change Orders to Date = $30,857.04

Adjusted Contract Price = $5,006,372.13

Expenditures to Date = $3,980,844.52 (80%)

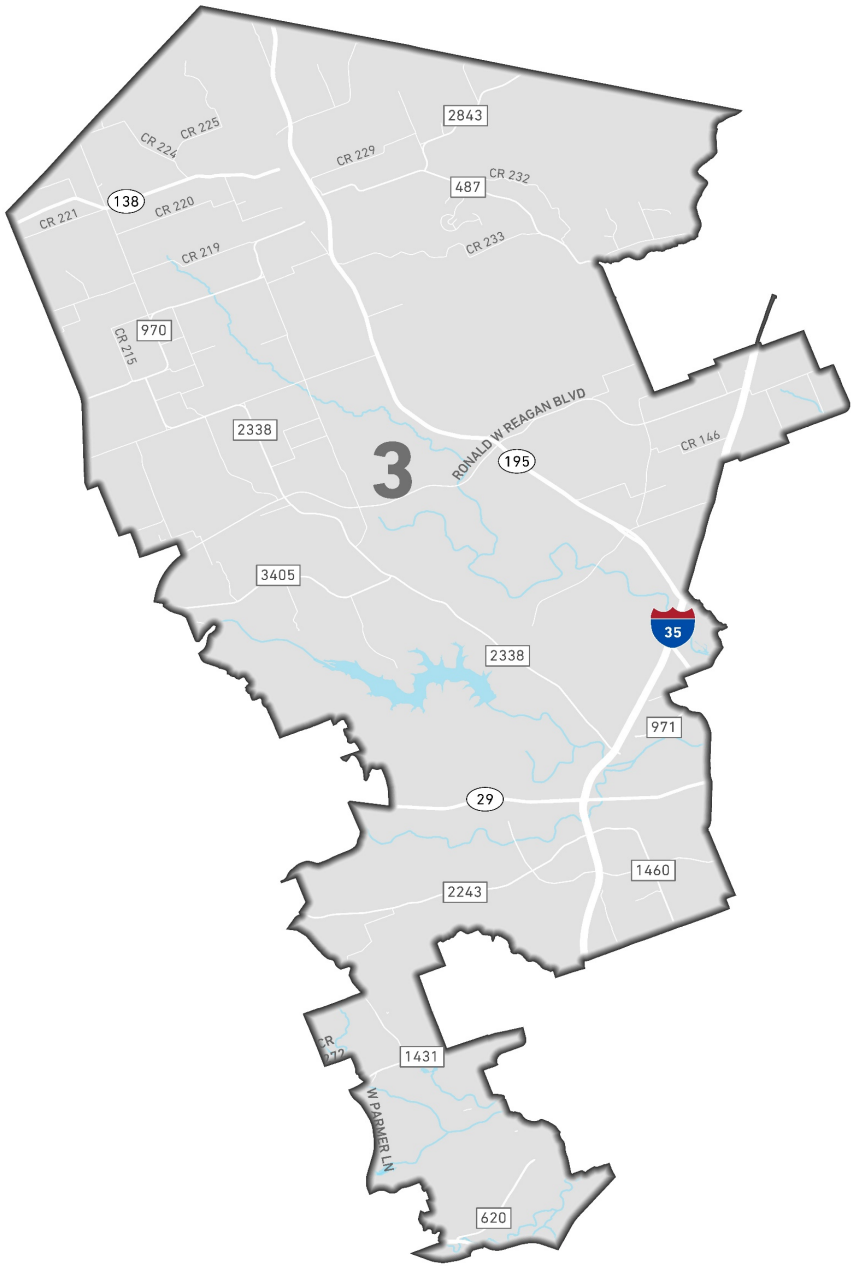
CR 200 Reconstruction



CR 200 Reconstruction



Precinct 3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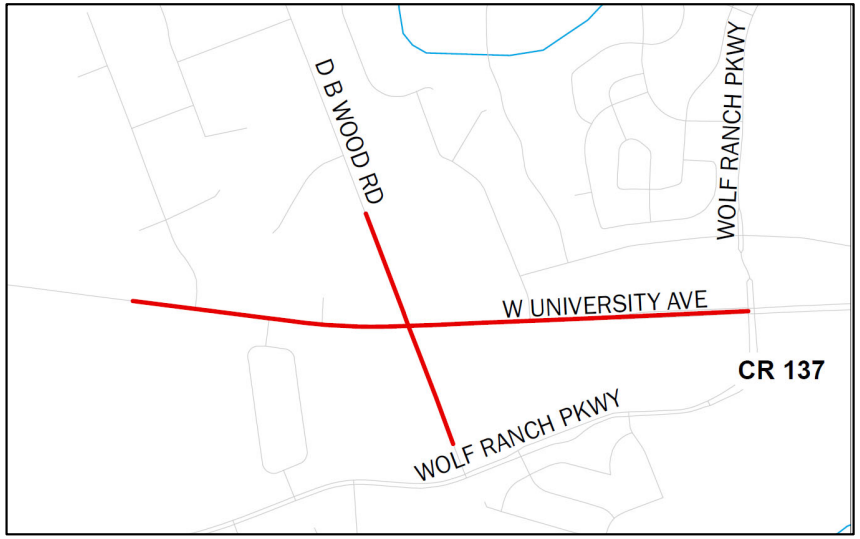
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 233
CR 219
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

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)



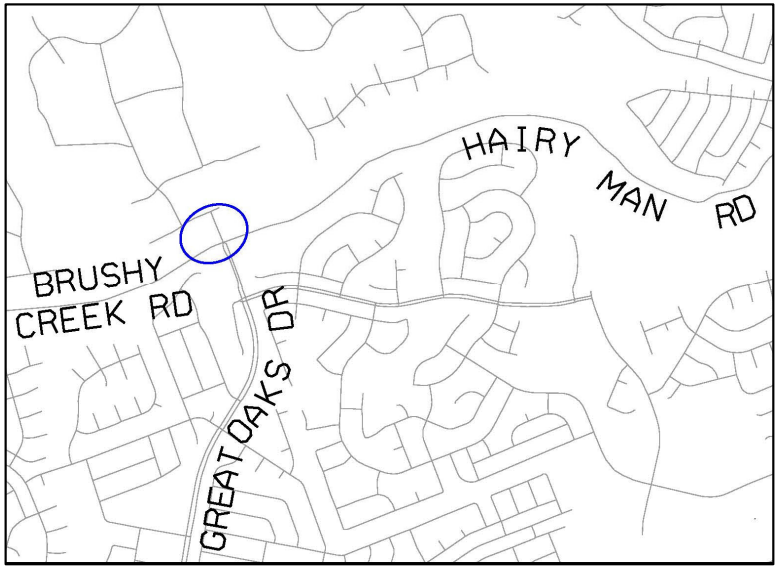
SH 29
(DB Wood Intersection)



Great Oaks Bridge at Brushy Creek

Anticipated Completion

Spring 2023



Original Contract Price = $10,580,634.11

Total Change Orders to Date = $129,722.12

Adjusted Contract Price = $10,710,356.23

Expenditures to Date = $5,098,473.00 (48%)

Great Oaks Bridge at Brushy Creek



Great Oaks Bridge at Brushy Creek



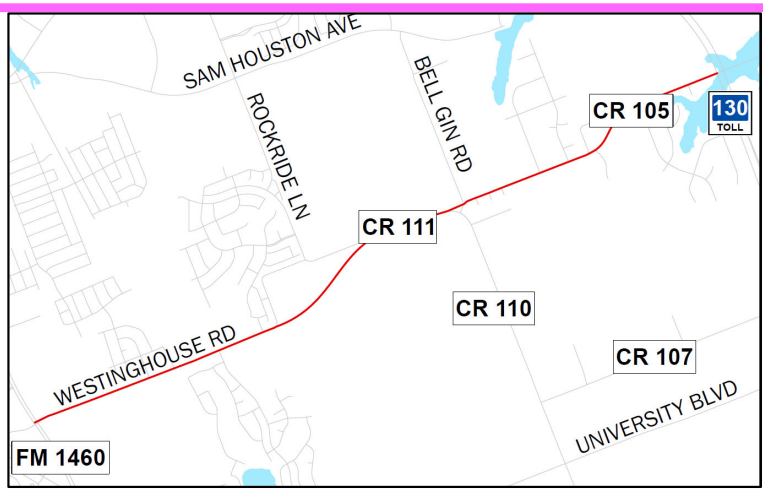
Great Oaks Bridge at Brushy Creek



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 = $6,951,085.62 (32%)

CR 111 Westinghouse Road



CR 111 Westinghouse Road



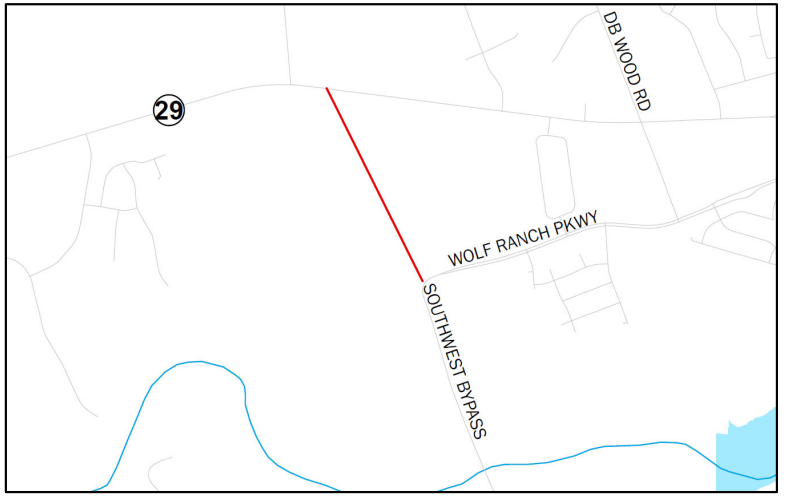
CR 111 Westinghouse Road



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 = $86,158.00 (2%)

Southwest Bypass Extension



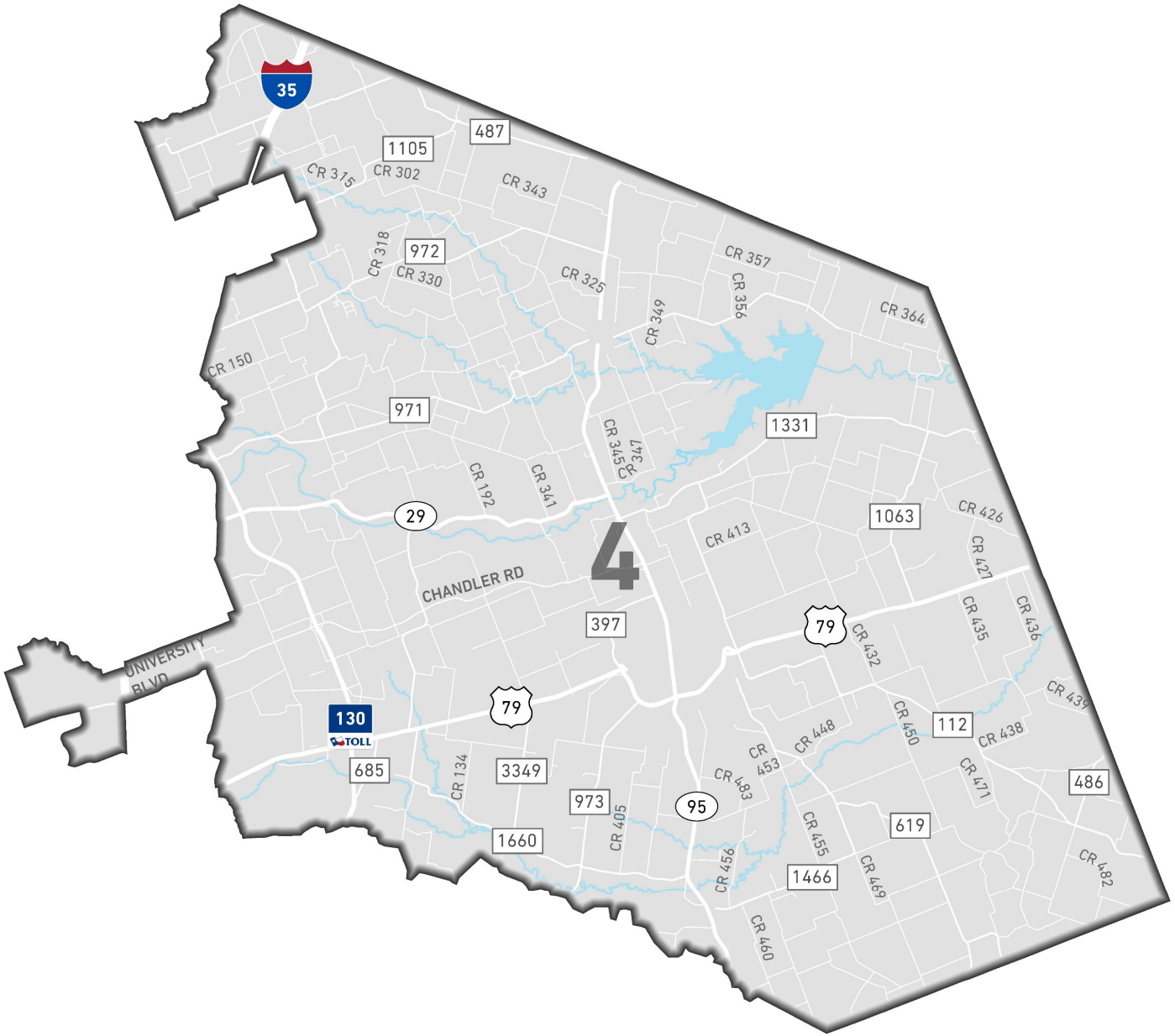
Southwest Bypass Extension



Southwest Bypass Extension



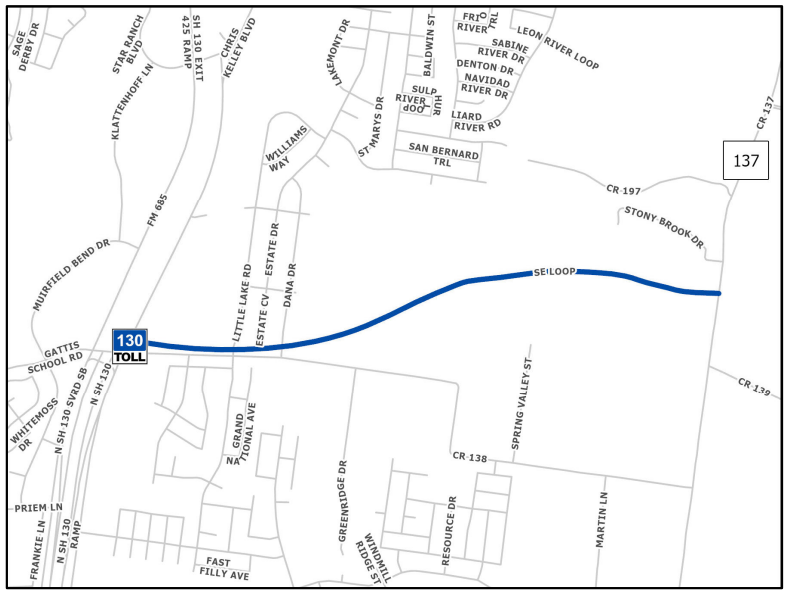
Precinct 4


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 = $7,532,525.83 (64%)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



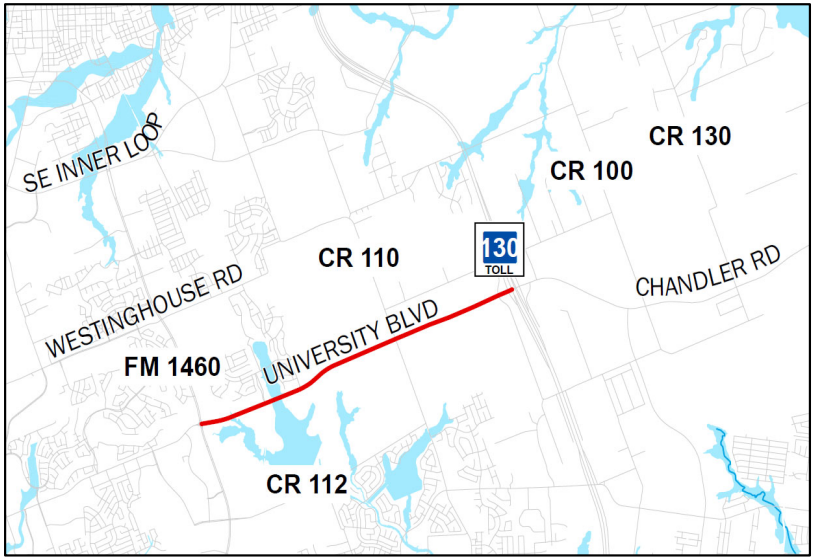
Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)



University Boulevard Expansion (Chandler Road)

Anticipated Completion

Spring 2023



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)



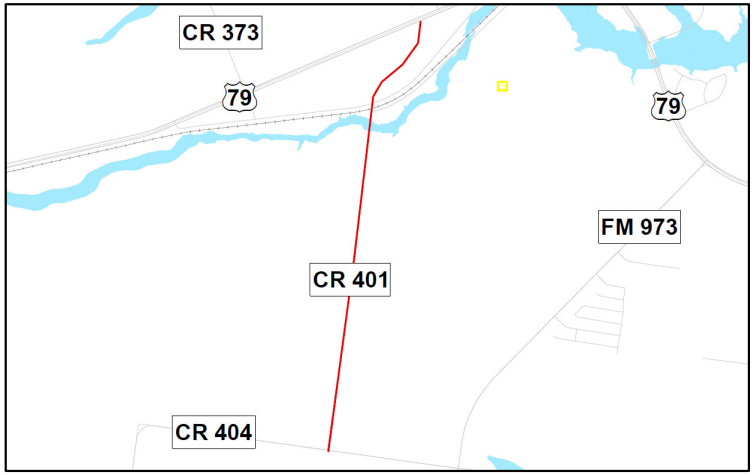
University Boulevard Expansion (Chandler Road)



CR 401 Reconstruction

Anticipated Completion

Summer 2023



Original Contract Amount = $12,673,200.94

Total Change Orders = $427,715.52

Adjusted Contract Price = $ 13,100,916.46

Expenditures to Date = $3,462,794.62 (26%)

CR 401 Reconstruction



CR 401 Reconstruction



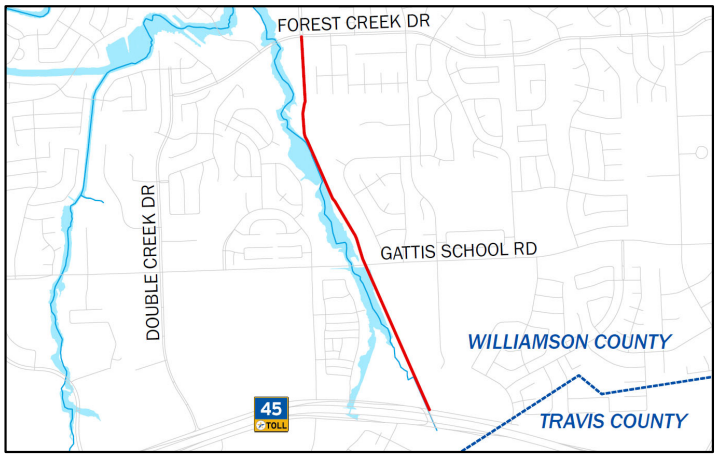
CR 401 Reconstruction



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)



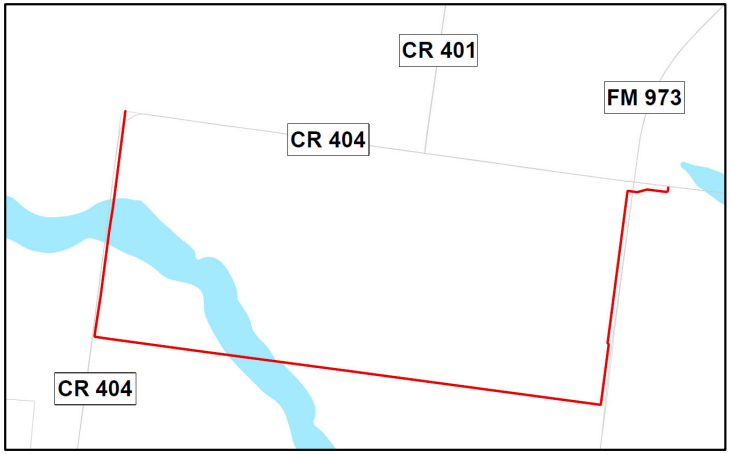
Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)



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 = $4,299,567.73 (83%)

CR 404 Hutto Water Line Realignment



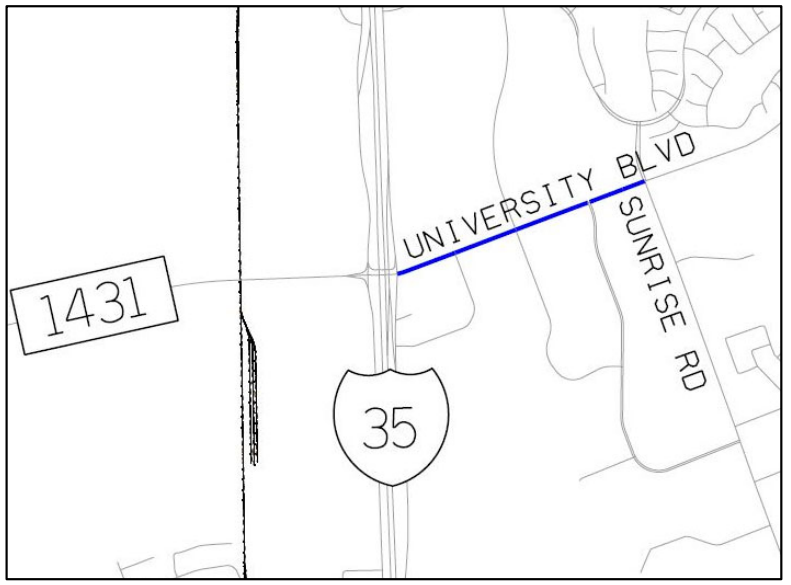
CR 404 Hutto Water Line Realignment



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)



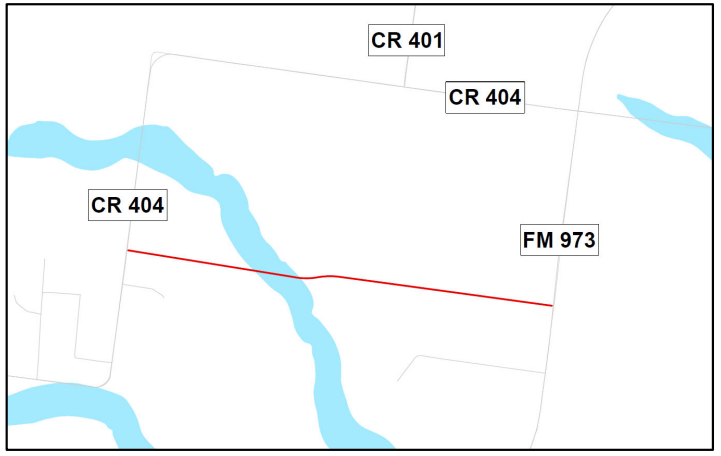
University Boulevard Widening
(IH 35 to Sunrise Road)



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 = $461,222.00 (4%)

Future County Road
(CR 404 to FM 973)



Future County Road
(CR 404 to FM 973)



Future County Road
(CR 404 to FM 973)



Commissioners Court - Regular Session **43.**

Meeting Date: 10/25/2022

Williamson County Fleet Management Policy Manual

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the revised Fleet Management Policy Manual.

Background

Updating the Fleet Policy Document to reflect the change in Committee Voting Member from Human Resources to Risk Management due to the organizational change of the Risk Program Manager moving out of the HR department and now reporting to the Assistant to General Counsel.
The only change to the policy document consists of a department name change in Section I – I.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Fleet Management Policy Manual

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2022 04:07 PM
Form Started By: Vicky Edwards		Started On: 10/19/2022 09:03 AM
Final Approval Date: 10/19/2022		

Williamson County Fleet Management Policy Manual

Fleet Management Program Policy
Fleet Committee Updated as of ~~March 20, 2019~~October 18, 2022

WILLIAMSON COUNTY FLEET SERVICES
3151 S.E. INNERLOOP
GEORGETOWN, TEXAS 78626
PHONE (512) 943-3349 FAX (512) 943-3398

FLEET MANAGEMENT PROGRAM

SECTION I

The County's vehicles and equipment are critical components in providing efficient and effective services to the residents of Williamson County. Our goal is to obtain appropriate vehicles/equipment at the lowest cost possible, ensure they are maintained properly and efficiently and ultimately sold for the highest dollar available.

SUMMARY

- **A.** Define management of county vehicles assigned to drivers that meet criteria outlined in the Vehicle Use Section.
- **B.** Establish policy and procedures designed to prolong vehicle/equipment life while minimizing costs.
- **C.** Establish a County Fleet Committee (CFC) in accordance with County Budget Order.
- **D.** Centralize fleet accountability and control under the direction of the Commissioners Court and guidance of the CFC.
- **E.** Establish and define functional responsibilities.
- **F.** Define:

1. Rolling stock / Heavy Equipment
2. Unit of Equipment
3. User department
4. Under utilization
5. Types of County Vehicles

G. Section II outlines Fleet Services' responsibilities.

POLICY

H. This policy is applicable to all County departments regardless of funding source. Note: Exceptions may only be made with Court approval.

I. The CFC shall be comprised of representatives from the Fleet Department, ~~Human Resources~~, Risk Management, Constable Office Pct. 1, Constable Office Pct. 2, Constable Office Pct. 3, Constable Office Pct. 4, Sheriff's Office, Infrastructure, Emergency Services, Purchasing Department, and the Budget Office. The Auditor's Office will be a non-voting member of the Committee.

J. All fleet management practices will be conducted between user departments and fleet services in accordance with pre-established operational procedures.

FUNCTIONAL RESPONSIBILITIES

K. Fleet Services shall be responsible for centralized vehicle and equipment management to include administration, servicing, operations facilities, acquisition, replacement, utilization, cost, and management information.

L. User departments are responsible for ensuring assigned equipment is maintained in a safe and efficient manner at all times; in accordance with County Asset Policy.

M. Fleet Services will assist in obtaining quotes or proposals for approved vehicles and handle the disposition of vehicles and associated equipment in accordance with the direction of the Commissioners Court. Purchasing will be responsible for processing Oracle requisitions for purchases and obtaining approval from Commissioners Court for disposal of surplus equipment in accordance with State law and County Asset Policy.

DEFINITIONS

N. Rolling Stock / Heavy Equipment – Equipment with engines over 20 HP that are self-propelled, self-powered, or pull-type equipment, including farm equipment or a diesel

engine with a replacement value exceeding $5,000 and trailers with a gross load capacity exceeding 1500 pounds. Rolling equipment that does not have a license plate and is intended to be used for agricultural, construction, or industrial tasks (not including motor vehicles).

O. Unit of equipment – equipment assigned a Six position alpha numeric Fleet Services control number and listed on the county's equipment inventory listing, the maintenance of which is principally performed by Fleet Services.

P. User department – a County department which utilizes and has responsibility for managing rolling stock assets and certain other equipment for which maintenance and repairs are performed by Fleet Service.

Q. Under Utilized – As a general guideline, any vehicle that is driven less than 7,000 miles/year. Exceptions to this guideline include specially equipped vehicles that serve a vital function but are used more for accomplishing an assigned task rather than for transportation needs and vehicles located at remote locations.

R. County-Owned Vehicle (used throughout this policy as "vehicle") shall mean any motor-driven vehicle which: 1) Either has or, in accordance with County Policies, Procedures, and Regulations, should have its title registered in the name of Williamson County and is licensed for use on public roads and 2) Is designed primarily to transport people, rather than to transport cargo or to perform some mechanical function, such as excavation or road grading. Pick-up trucks shall be presumed to be designed primarily to transport people. Such vehicles will be defined in the following categories:

1. Primary Vehicles –Vehicles that are frontline units approved in Commissioners Court to perform necessary duties by a department. These vehicles are replaceable vehicles.
2. Back-Up Vehicles – Primary vehicles that have already been replaced but Fleet Services has determined it still has a useful life. The unit will next transition to auction as determined by the replacement schedule.
3. Auxiliary Vehicles – Vehicles that have been donated, surplus, grant or other unique purchases. These vehicles are not replaceable vehicles.
4. Turn-In Vehicle – Vehicle that has been replaced or is no longer needed by the department shall be turned in to Fleet Services. At this point the vehicle may be appropriated or disposed of in accordance with county policy under the guidance of the Purchasing Department.

SECTION II FLEET MANAGEMENT PROCEDURES

BUDGET

A. Fleet Services shall operate as a cost center utilizing Internal Service Funds which account for the maintenance services provided to other departments or agencies of the government, or to other governments, on a cost reimbursement basis.

EQUIPMENT USE PARAMETERS:

B. The useful life for each class of equipment will be recommended by the CFC and Fleet Services. The Commissioners Court will have final authority.

C. Units meeting pre-established replacement criteria will be evaluated by Fleet Services in partnership with the user department to determine if replacement is necessary or if life extension, i.e. rebuild, would be more cost effective.

EQUIPMENT UTILIZATION:

D. The Budget Office will annually review a listing of vehicles and equipment classified as being underutilized. The Budget Office will make recommendations regarding retention status, i.e. retain in assigned department, reassign to another department, or use for some other organizational purpose. Commissioners Court will have final approval.

EQUIPMENT STANDARDIZATION:

E. To facilitate standardization of Fleet composition for cost savings and overall maintenance; each fiscal year the CFC will submit recommendations for what will constitute a primary vehicle and/or auxiliary vehicle as applicable. Recommendations should include but are not limited to: standard equipment, specifications, and any reasonable additional costs the county can expect to incur for the purchase and make ready of requested equipment prior to be being placed into service. The CFC will review recommendations during the budget process to assess the most reasonable and cost-effective options for the county.

EQUIPMENT REPLACEMENT:

F. Fleet Services shall provide the Budget Office and user departments with a list of vehicles/equipment in the month of April to review in preparation for annual budget recommendations.

G. Vehicle and heavy equipment replacement funding will be allocated to each department when necessary in accordance with the Fleet Management Replacement Program. Vehicle and heavy equipment replacement recommendations will be reviewed, as applicable, for the following:
1. Miles or hours
2. Maintenance
3. Type of Vehicle / Equipment Requested
4. Fuel Efficiency
5. Age of Vehicle
6. Vehicle / Equipment Utilization

H. Departments desiring deviations to the recommended replacement listing or suggested replacement standard shall submit a written request to the CFC office through Fleet Services. The request shall include specific, detailed analysis supporting the requested change. CFC will review the overall list and any non-concurrence issues.

I. Requests for replacements not recommended by the Budget Office must be reviewed for justification and approved by the Commissioners Court.

J. Vehicle/Equipment replacement will be based on the referenced vehicle/equipment depreciation replacement schedule; as determined by CFC . The finalized recommendations will be submitted to the Commissioners Court for approval.

K. Request for adding additional vehicles/equipment to the fleet should be submitted via budget software with adequate justification. . Wherever possible, a loaner/auxiliary vehicle will be utilized to address immediate needs until a more permanent budget solution can be reached. Funds for any differences (i.e. increase) in cost attributable to replacement of a unit with an upgraded unit, as requested by user department – should come from departmental operating budgets.

L. Request for rolling stock equipment occurring outside of the budget process, such as a replacement for a total loss accident, must be requested by the Department Head or Elected official and submitted for approval to the Budget Office.

PURCHASING PROCEDURES

M. Acquisition of equipment should be obtained by direct purchase. Any other method of acquisition (i.e. lease/purchase) must be reviewed and approved by the Budget Office, Auditor's Office, Purchasing, and Commissioners Court.

O. Departments shall complete a requisition in Oracle for each new rolling stock item the department was authorized to purchase.

P. Fleet Services, in partnership with the CFC shall be responsible for developing specifications for all new or replacement type equipment.

1. Specifications for cars, pickups, and other light/medium duty trucks shall be in accordance with the standard requirements as established by the State of Texas or another federal agency.
2. Specifications for large trucks and specialized equipment will be developed by Fleet Management in partnership with the CFC
3. Specifications will include requirements relating to prototypes, Inspection, training, testing, warranty, etc.
4. The Purchasing Department will match all recommendations and approved specifications against submitted requisitions and purchase orders.

Q. Fleet Services in partnership with user departments shall be responsible for reviewing quotes from Purchasing Cooperatives or bids received through formal solicitation.

- **If purchasing from a cooperative:**
  Quote for selected vehicle must include a valid cooperative contract number. The quote along with any other necessary documentation for this purchase must be emailed to purchasingbackup@wilco.org. Purchasing will verify the Co-op contract is legal and valid, that items quoted are covered by the Co-op and prepare the item for award by the Commissioners Court. Once approved by Court, Purchasing will issue a Purchase Order to the vendor. Fleet Services and the User Department will be copied on the email.

- **If purchasing from a formal solicitation:**
  Fleet Services will work with user departments and Purchasing to create the bid package. Purchasing will facilitate the entire bid process and the public bid opening. After the bid opening, Purchasing will share responses with both Fleet Services and the department for evaluation purposes. Fleet Services and the department will evaluate all bid responses and will recommend the lowest and best bidder. Purchasing will prepare the agenda item for award by Commissioners Court. Once approved by Court, Purchasing will issue a Purchase Order to the vendor. Fleet Services and the user department will be copied on the email.

R. All new equipment, along with accompanying documentation, shall be delivered to Fleet Services for acceptance inspection, assignment of Six position alpha numeric Fleet Service Control number, and made ready for service. Equipment shall not be removed by or released to the departments prior to completion of these services.

ANNUAL BUDGET

S. Operating budgets are to include funds for requested additions and replacements to the fleet.

T. Request to replace equipment which occur outside of the budget process, i.e. total loss due to accident will follow standard purchasing procedures as explained in paragraph L above.

U. Cost attributable to upgrading equipment shall be included in departmental Budgets.

REPLACED EQUIPMENT

V. Departments receiving new vehicle/equipment replacements shall, upon placing the new unit into service, submit the completed and signed Vehicle Status Change form and return or offline the retiring/transitioning unit to Fleet Services within 30 days. In the event a department is unable to comply with the 30-day policy, the department may request a waiver from the CFC, stating the justification for the delay. The unit being turned in shall be cleaned, detailed and made ready for immediate sale.

SECTION III POLICIES & PROCEDURES

A. User Department shall be defined by Department Number and Name
Example #0405 Veteran Services

B. Each Department shall designate an employee as a Fleet point of contact:
1. Contact name, phone number and e-mail shall be sent to the Fleet Services Director.
2. Contact person shall receive and respond to all fleet issues concerning their department.

C. Preventive Maintenance Program
1. Preventive Maintenance shall be performed as required by the Manufacturer.
2. Weekly notices of units requiring service shall be sent to the contact person.

D. Fueling of vehicles and equipment
1. It is strongly encouraged for County vehicles to be fueled from County-Owned pumps and Fuelman stations when available.
2. The fuel fobs and/or fuel cards shall be issued to the vehicle. The employee shall enter their PIN # and the correct mileage. This mileage entry is the basis of the utilization and replacement reports as well as the Preventive Maintenance Schedule.
3. The department fleet point of contact shall supply Fleet Services with the new employee information so the PIN# can be put into the system.

4. When an employee separates from County employment, the fleet point of contact for the corresponding department shall inform Fleet Services so that the employee and PIN# can be removed.

E. Accident reports on vehicles and equipment:
Damage to a vehicle or piece of equipment that is not part of the normal wear and tear shall be reported by the corresponding department, via the electronic incident report located on Wilco 365, within 48 hours.

F. Monthly billing reports to each user Department
Each user department receiving services and or fuel from Fleet Services will be billed for those cost on the first week of each month.

G. Procedures for maintenance and repair of vehicles and equipment Appointments
1. Please feel free to call in advance to schedule an appointment at 943-3349
2. Drive ins will be serviced in a first come first serve basis.
3. Before you come in: Please be aware that we do not have loaner or rental vehicles.
4. Vehicle Drop Off: Write down the odometer or hour meter reading and the unit number.
5. Bring keys and information to the shop office and someone there will assist you.
6. Please do not make the request to the Repair Technicians.
7. Give reason for appointment and explain any problems you have noticed with the unit.
8. Leave your name and phone number where you can be reached.
9. The parts room is a restricted area. *Unauthorized personnel are not allowed in the parts room.*

H. After Hours Drop Off
1. For after-hours drop off, complete a repair form.
2. Leave unit parked on the north side of the body shop.
3. Place keys in designated location, leave form or note on dashboard

I. The Fleet Services Department Office
1. Will tell you approximate time your vehicle should be ready.
2. You may call 943-3349 to check on the status of your unit.
3. Shop hours are 7:30 a.m. to 4:00 p.m.

J. Vehicle Pick Up
1. Your vehicle will be parked in the south side parking lot behind the fence.
2. Key will be in designated location.

K. Retirement of vehicles and equipment
A Vehicle Status Change Form (VSC) must be filled out on any unit that will be leaving the users department.

The VSC form must be approved by the Department Authorized Signer. After submission, the VSC form will be reviewed by Fleet Services, Human Resources, Budget Office and

Auditor's Office as necessary. Once those approvals have been obtained, the VSC form will advance to Purchasing for placement on the next Commissioners Court agenda. After Court approval for disposition, the owning department has (30) days to turn in the vehicle and all keys to Fleet Services or request a waiver as per Item V in Section II of this document. Salvage parts will not be removed from any vehicle/equipment once it is posted for auction unless authorized by Commissioners Court. At the Fleet Manager's discretion parts may be used from auction make-ready vehicles/equipment as long as it does not significantly affect the sale of the vehicle/equipment. When the vehicles/equipment has been traded or sold these units will be again listed with their recovered dollar amounts on the court agenda for the Record.

SECTION IV

Vehicle and Equipment Idling Policy

No employee shall cause or allow a motor vehicle engine or other engine within his or her custody or control to idle for more than five consecutive minutes when the motor vehicle is not in motion or when the other engine is not being used for its primary function.

No employee shall switch the motor vehicle or other engine off and back on in a manner that would serve to satisfy the five-minute limitation, but defeat the intent of this policy, which is to reduce emissions, fuel consumption, and vehicle motor and other engine wear caused by engine idling.

Additional Suggested Ways to Reduce NOX Emissions

- Keep your vehicle well-tuned and tires inflated properly
- Fuel vehicles early morning/late in day when temperatures are cooler
- Fuel when half tank empty to minimize evaporation

DEFINITIONS

Idle – The operation of an engine in the operating mode where the engine is not engaged in gear, where the engine operates at a speed at the revolutions per minute specified by the engine or vehicle manufacturer for when the accelerator is fully released, and there is no load on the engine.

Motor vehicle – Any self-propelled device powered by an internal combustion engine and designed to operate with four or more wheels in contact with the ground, in or by which a person or property is or may be transported.

Other engine – A gasoline, diesel, propane, CNG, or other petroleum-fuel based vehicle with an internal combustion engine, that is not a motor vehicle as defined above, but which is mobile and is

utilized in construction, earth-moving, materials management, transportation or grounds-keeping type operations.

Exceptions:

1. The motor vehicle is prohibited from movement due to traffic conditions over which the operator has no control.
2. The motor vehicle or other engine is being used in an emergency or law enforcement capacity.
3. The engine is being operated solely to defrost a windshield.
4. The motor vehicle or other engine being used as a primary power source for another device such as a power take-off (PTO) unit.
5. The motor vehicle or other engine is being operated for maintenance or diagnostic purposes.
6. The motor vehicle is idling to operate the air conditioning or heating system for employee health or safety.

Commissioners Court - Regular Session **44.**

Meeting Date: 10/25/2022

Approve Awarding IFB #22IFB144 Hydrated Lime Slurry to Austin White Lime Company and Yellowstone Industries, Lt for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate on awarding IFB #22IFB144 Hydrated Lime Slurry to the lowest and best bidder, Austin White Lime Company, Ltd and Yellowstone Industries.

Background

The Purchasing Department sent out over one hundred and thirty (130) notifications with nine (9) document takers and received two (2) submittals. Williamson County received bids for the purchase and delivery of Hydrated Lime Slurry, delivered, or delivered and spread evenly on projects within Williamson County, on an as needed basis. Austin White Lime Company, Ltd and Yellowstone Industries provided the lowest and best bids. Awarded vendors will be utilized based on the scheduled job and asphalt availability by location and type of material. Budgeted amount: $250,000.00. Funding source: 0200-0210-003597. The point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Bid Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/20/2022 09:07 AM
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:23 AM
Form Started By: Johnny Grimaldo		Started On: 10/18/2022 02:03 PM
Final Approval Date: 10/20/2022		

WILLIAMSON COUNTY
1848

October 14, 2022

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

Subject: Recommendation for IFB #22IFB144 – Hydrated Lime Slurry

After reviewing all the pertinent information, we recommend awarding the 22IFB144 Hydrated Lime Slurry bid to Austin White Lime Company, Ltd and Yellowstone Industries based on lowest and best bid for a particular location or type of material.

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

Sincerely,

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

BID TABULATION
22IFB144 HYDRATED LIME SLURRY
WILLIAMSON COUNTY - TEXAS

			Austin White Lime Company, Ltd			Lhoist North America			Yellowstone Industries		
ITEM #	**DESCRIPTION**	**UNIT**	**UNIT PRICING - DELIVERED TO GEORGETOWN***	**UNIT PRICING DELIVERED TO A PROJECT SITE WITHIN WILCO**	**UNIT PRICING DELIVERED TO PROJECT SITE WITHIN WILCO AND SPREAD**	**UNIT PRICING - DELIVERED TO GEORGETOWN***	**UNIT PRICING DELIVERED TO A PROJECT SITE WITHIN WILCO**	**UNIT PRICING DELIVERED TO PROJECT SITE WITHIN WILCO AND SPREAD**	**UNIT PRICING - DELIVERED TO GEORGETOWN***	**UNIT PRICING DELIVERED TO A PROJECT SITE WITHIN WILCO**	**UNIT PRICING DELIVERED TO PROJECT SITE WITHIN WILCO AND SPREAD**
1	HYDRATED LIME SLURRY	TON	$214.42	$214.42	$214.42	$284.00 + Fuel Surcharge at time of shipment	$284.00 + Fuel Surcharge at time of shipment	$299.00 + Fuel Surcharge at time of shipment	$170.00	$170.00	$193.00

*1400 NE Inner Loop, Georgetown, TX 78626

****Pricing is for Commercial Type B Slurry ONLY. TxDot Item 264.2.2****

Commissioners Court - Regular Session **45.**

Meeting Date: 10/25/2022

FY23 Corridor Budget

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the allocation of $12,000,000 ($7,000,000 from the General Fund budget and $5,000,000 from the Road & Bridge Budget) for the Transportation Corridor Program. From the General Fund, $2,800,000 will be allocated to P601 (FM 973 Corridor Planning, FM 1660 to Carlos G. Parker) and $4,200,000 will be allocated to P463 (Southeast Corridor). The $5,000,000 from the Road & Bridge fund will be allocated to P457 (LTP ROW).

Background

Please see the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY23 LTP Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:33 AM
Form Started By: Tomika Lynce		Started On: 10/20/2022 07:57 AM
Final Approval Date: 10/20/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

October 17, 2022

Re: FY 2023 Transportation Corridor Budgets

Dear Ms. Lynce,

Based on Commissioners Court action to fund a total of $12M for the Transportation Corridor Program ($7M from the General Fund budget and $5M from the Road & Bridge budget), please find summarized below the FY23 allocation to identified corridors and the ROW preservation program.

Commissioners Court General Fund:

• New P# for FM 973 Corridor Planning (FM1660 to Carlos G. Parker)		$ 2,800,000.00
• P463 Southeast Corridor		$ 4,200,000.00
	Subtotal	$ 7,000,000.00

Road & Bridge:

- P457 LTP Right-of-Way (ROW) $ 5,000,000.00

If you have any questions, please let me know.

Thank you.

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
J. Terron Evertson, P.E., Williamson County Engineer
Charlie Crossfield, Sheets & Crossfield, LP
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **46.**

Meeting Date: 10/25/2022

2019 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer per Mike Weaver, Road Bond Manager, to transfer $1,000,000 from P399 (2019 Road Bond Non-Departmental) to P390 ((CR 401/CR 404 Improvements).

Background

The attached memo provides additional details on the funds being transferred.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/19/2022 04:05 PM
Form Started By: Tomika Lynce		Started On: 10/18/2022 12:58 PM
Final Approval Date: 10/19/2022		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

October 12, 2022

Re: 2019 Road Bond Budget Adjustment

Dear Ms. Lynce,

Please make the following budget adjustment to the 2019 Road Bond Program:

- Move $1,000,000.00 from P399 Unallocated Interest to P390 CR 401/CR 404, CR 402 Improvements, Future County Road (Samsung Highway).

If you have any questions, please let me know.

Thank you.

Michael J. Weaver

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Christen Eschberger, P.E., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **47.**

Meeting Date: 10/25/2022

RM 2243 BGE PSA Amendment #2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the RM 2243 (183A to SW Bypass) contract between Williamson County and BGE, Inc. relating to the 2019 Road Bond Program.
Project: P326 Funding Source: Road Bonds

Background

This item amends the RM 2243 contract Exhibit D - Rate Schedule to add three new rate categories under sub-consultant Corsair. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM2243-BGE-PSAAmendment#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:19 AM
Form Started By: Marie Walters		Started On: 10/12/2022 05:44 PM
Final Approval Date: 10/20/2022		

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: RM 2243 ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BGE, 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 January 14, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $6,700,000.00; 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 hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Eric Busker
Printed Name

Senior Project Manager
Title

October 11, 2022
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

10/13/2022

EXHIBIT D - RATE SCHEDULE

RM 2243

Corsair	
CATEGORY	**RATE**
Principal	$271.00
Senior Project Manager	$271.00
Project Manager	$240.87
Senior Engineer	$180.66
Project Engineer	$165.59
Design Engineer	$143.01
Engineer In Training	$105.37
Senior Engineer Tech	$82.80
Engineer Tech	$46.97
Admin/Clerial	$72.28
DIRECT EXPENSES	
Mobilization and Demobilization (LS)	$500
Support Vehicle (per day)	$250
Soil Drilling and Sampling (Cohesive soils): Continuous in the upper 10 ft and at 5ft intervals thereafter. Spt samples in granular soils. (per foot)	$28
Rock Coring (per foot)	$42
TCP Tests (at 5ft intervals) (ea)	$15
Backfill with soil cuttings/grouting with Bentonite chips (per foot)	$8
Per Diem (each 2-person drilling crew)	Per Vendor Reimbursement Policy
Moisture Content (ASTM D2216) ea	$10
Atterberg Limits (ASTM 4318) ea	$80
Percent Passing No. 200 Sieve (ASTM D1140) ea	$42
Sieve Analysis (ASTM D4222) ea	$95
Unconfined Compressive - Soil (ASTM D2166) ea	$70
Unconfined Compressive - Rock (ASTM 7012) ea	$75
Consolidated - Undrained Compression Test with Pore Pressure, Muliti-sample, 3 per failure envelope (includes DUW & Stress-Strain Curves) ASTM4767 ea	$1400
Consolidation, Incremental Loading (ASTM 2435) ea	$500

Approved January 14, 2020

Corrosion Suite (Sulfates, Chlorides, and PH) ea	$175
Resilent Modulus (RM), Minimum of 4 tests ea	$650
Standard Proctor (ASTM 698) ea	$250
Utility Locates (per boring) ea	$25
Traffic Control (per boring) ea	$2300
Sample Storage (per month)	$500
California Bearing Ratio (Single sample without MD Curve)- ASTM D1883 (pereach)	$350.00
Concrete / AC Patch- (per patch)	$200.00
Determine Chloride and Sulfate and Sulfate Content in Soils Tex-620-J (per each)	$550.00

New Rate Categories

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.

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.

EXHIBIT D

RATE SCHEDULE

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.

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EXHIBIT D - RATE SCHEDULE

RM 2243

BGE, Inc.	
CATEGORY	**RATE**
Principal/ Director	$290.00
Senior Project Manager	$235.00
QC Manager	$270.00
Senior Engineer	$220.00
Project Engineer	$195.00
Graduate Engineer	$130.00
Senior Design Technician	$164.00
Design Technician	$120.00
Senior CADD Technician	$110.00
CADD Technician	$80.00
Environmental QA/QC Manager	$235.00
Environmental Task Leader	$190.00
GIS Technician	$110.00
Environmental Scientist	$125.00
Survey RPLS	$190.00
Survey Technician	$105.00
Survey Field Crew	$170.00
Survey Field Crew	$200.00
Clerical	$85.00
ROW Documents (Per Parcel)	$5,800.00

Approved January 14, 2020

Approved January 14, 2020

DIRECT EXPENSES (All Consultants)	
Standard Postage (Current Postal Rate)	Current Rate
Overnight Mail -letter size	At Cost
Overnight Mail – oversized box	At Cost
Courier Services	At Cost
Certified Letter Return Receipt	At Cost
Photocopies B/W (8.5x11)	$0.15
Photocopies B/W (11x17)	$0.25
Photocopies Color (8.5x11)	$0.75
Photocopies Color (11x17)	$1.25
Foam Board Exhibit (36x48)	$100.00
Color Graphics on Foam Board	$18.00
Presentation Boards – up to 48"x60" color mounted	$200.00
Outside Printing – Reports (includes labor and supplies)	$50.00
Report Binding and Tabbing (includes labor and supplies)	$15.00
Reproduction of CD/DVD	$5.00
CD's/DVD's	$1.00
Cardstock Color (8.5"x11")	$0.50
Notebooks	$10.00
4:x5: Digital Color Print	$0.50
Bond Paper Plot (Blueline/Blackline)	$.25
Card Stock Color (8.5x11)	$1.10
Blueline Prints (23x36)	$0
Plots (B/W on Bond)	$1.00
Plots (Color on Bond)	$2.50
Plots (Color on Photographic Paper)	$9.00
Laminations	$5.00
Lodging/ Hotel (Taxes/fees not included)	Per Vendor Reimbursement Policy
Lodging/Hotel (Taxes and fees)	Per Vendor Reimbursement Policy
Meals (excluding alcohol & tips)	Per Vendor Reimbursement Policy
Mileage	Current Rate
Rental Car (includes taxes and fees; insurance cost will not be reimbursed)	Per Vendor Reimbursement Policy

Toll Charges	Per Vendor Reimbursement Policy
Air Travel	Per Vendor Reimbursement Policy
Oversize, special handling or extra baggage airline fees	At Cost
Parking	Per Vendor Reimbursement Policy
Rental Car Fuel	Per Vendor Reimbursement Policy
Taxi/Cab Fare	Per Vendor Reimbursement Policy
Materials and Shipping	$35.00
Historical Aerial Images (Photographs, Negatives, Maps)	$125.00
Aerial Photographs (1" = 5' scale)	$125.00
Tx Parks and Wildlife Data Request Fees	At Cost
FEMA FIS Backup Data Request	$400.00
FEMA Maps	$25.00
Hazardous Materials Database Search	$750.00
Curator (Drawer & Tx Archaeological Research Lab for artifacts & reports	$2,250.00
Maps and Map Records	$100.00
Environmental Database Search	$900.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc)	$40.00
TARL Curation Fee	$500.00
Property Record Fees (Courthouse and Courthouse Direct Record Fees)	$50.00
Noise Meter Rental	$100.00
Railroad – Flagger (service provided by RR)	$125.00
Railroad – Insurance in addition to STD minimum Required (Minimum coverage of $1 Million required by RR	$3,500.00
Railroad – Permit	$2,500.00
Railroad – Safety Training (if required – Heavy Rail Safety Training Certificate, includes classroom training and employee certification card)	$400.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Small Project (includes labor, equipment and fuel)	$2,300.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Medium Project (includes labor, equipment and fuel)	$2,850.00
Traffic Control Services, Arrow Boards and Attenuator Trucks -Large Project (includes labor, equipment and fuel)	$3,500.00

Attenuator trucks (lane/shoulder closure) (includes labor, equipment and fuel	$550.00
Attenuator trucks (no lane closures) (includes labor, equipment and fuel)	$400.00
Flashing Arrow Board	$300.00
Portable Message Board	$350.00
Law Enforcement/Uniform Officer with Vehicle	At Cost
Geosearch Data Report	$1,000.00
GPS Daily Rental	$50.00
GPS Receiver (rates applied to actual time GPS units are in use)	$50.00
Hydrographics Sonar Equipment	$1,000.00
Maps Records	$6.00
Certified Deeds Copies	$5.00
GPS RTK (rates applied to actual time GPS units are in use)	$30.00
GPS Static (rates applied to actual time GPS units are in use)	$30.00
Fathometer	$100.00
Type II ROW Monument – Excavated/Drilled rocks, rocky soil. 2-4 inch depth (includes crew time, equipment, materials, rentals & labor). Brass Marker supplied by TxDOT	$240.00
Type II ROW Monument – Poured 2-3 Feet (includes One Call, crew time equipment, materials, rental, labor) Brass Marker supplied by TxDOT	$290.00
Noise Meter Rental	$800 Per Each
Hazardous Materials Database Search	$1,480 Per Each

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.

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EXHIBIT D - RATE SCHEDULE

RM 2243

AmaTerra Environmental, Inc.	
CATEGORY	**RATE**
Principal	$251.00
Project Manager	$145.00
Historical Architect/Historian IV	$143.00
Historical Architect/Historian III	$119.00
Historical Architect/Historian II	$89.00
Historical Architect/Historian I	$68.00
Archeologist VI/Sr. Principal Investigator (PI)	$131.00
Archeologist V/Associate PI	$96.00
Archeologist IV/Field Director	$94.00
Archeologist III/Project Archeologist	$85.00
Archeologist II/Crew Chief	$74.00
Archeologist I/Field Technician	$67.00
GIS Specialist	$109.00
GIS Technician	$76.00
Admin/Doc Production Supvr	$86.00
Editor	$77.00
Clerical	$56.00

Approved January 14, 2020

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EXHIBIT D - RATE SCHEDULE

RM 2243

Binkley and Barfield, Inc.	
CATEGORY	**RATE**
Principal	$285.00
Sr Project Manager	$260.00
Sr Engineer	$201.00
Project Engineer	$170.00
Design Engineer	$145.00
EIT	$130.00
Production Manager	$213.00
Sr CADD /Designer	$141.00
CADD/Designer	$127.00
CADD Technician	$104.00
Sr. Clerical / Administrator / Document Specialist / Recordkeeper	$89.00
Clerical / Administrator	$83.00
3D Modeling (Per day)	$810.00

Approved January 14, 2020

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EXHIBIT D - RATE SCHEDULE

RM 2243

Inland Geodetics	
CATEGORY	**RATE**
RPLS Project Manager	$203.46
RPLS Task Leader	$155.58
Senior Survey Tech	$113.70
Survey Tech	$104.72
Senior GIS Operator	$113.70
GIS Operator	$92.75
GIS Technician	$83.78
Flagger	$56.85
Abstractor	$68.82
Survey Field Crew (1-Person)	$105.00
Survey Field Crew (2-Person)	$160.00
Survey Field Crew (3-Person)	$180.00
Survey Field Crew (4-Person)	$205.00
ROW Documents (Per Parcel)	$5,800.00

Approved January 14, 2020

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EXHIBIT D - RATE SCHEDULE

RM 2243

JMT	
CATEGORY	**RATE**
Senior Advisor	$235.00
Senior Project Manager	$225.00
Senior Professional 2	$210.00
Senior Professional 1	$185.00
Professional 2	$160.00
Senior Engineering Technician	$155.00
Professional 1	$125.00
Engineering Technician	$120.00
Admin/Clerical	$68.00

Approved January 14, 2020

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EXHIBIT D - RATE SCHEDULE

RM 2243

RPS	
CATEGORY	**RATE**
Principal	$300
Project Director	$280
Senior Project Manager	$230
Project Manager	$180
Senior Project Engineer	$170
Senior Designer	$150
Project Engineer	$140
Associate Engineer	$110
Designer/CAD Tech	$100
Environmental Department Manager	$284
Senior Environmental Planner	$267
Environmental Scientist	$153
Environmental Planner I	$105
Environmental Planner II	$117
Environmental Planner III	$216
Senior Biologist	$252
Biologist	$180
Project Accountant	$100
Project Administrator	$90
Administrative Assistant	$80

Approved January 14, 2020

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EXHIBIT D - RATE SCHEDULE
RM 2243

Approved January 14, 2020

SAM, LLC

SURVEYING SERVICES:	
Principal	$215.00 per hour
RPLS Project Manager	$175.00 per hour
RPLS Task Leader	$158.00 per hour
Senior Survey Technician	$98.00 per hour
Survey Technician	$89.00 per hour
2-Person Survey Crew	$140.00 per hour
3-Person Survey Crew	$165.00 per hour
Administration / Clerical Support	$68.00 per hour
SURVEY EQUIPMENT:	
GPS Receiver	$25.00 per hour
ATV or Utility Vehicle	$75.00 per day
GEOSPATIAL SERVICES:	
Principal	$215.00 per hour
Senior Project Manager	$205.00 per hour
Project / Acquisition Manager	$165.00 per hour
Pilot	$130.00 per hour
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$195.00 per hour
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$325.00 per hour
Photogrammetrist / Project Lead	$115.00 per hour
Acquisition / Calibration / Aerial Triangulation Technician	$98.00 per hour
LiDAR / Photogrammetry Technician	$95.00 per hour
GEOSPATIAL EQUIPMENT:	
Aerial LiDAR System 1560I (Equipment Only)	$1300.00 per hour
Aerial LiDAR System HARRIER 68I (Equipment Only)	$700.00 per hour
Mobile Mapping System	$750.00 per hour
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	$200.00 per hour
HDS Laser Scanner	$100.00 per hour
High Rail Equipped Vehicle	$10.00 per hour
Weather Station	$10.00 per hour
Oblique HD Camera System – Manned Aircraft	$30.00 per hour
Video Camera System – Manned Aircraft	$5.00 per hour
360° Camera System – Terrestrial or Marine Stand Alone	$100.00 per hour
Helicopter (Turbine Engine Powered)	$1,450 per hour
Helicopter (Reciprocal Engine Powered)	$850.00 per hour
Fixed Wing Twin Engine	$960.00 per hour
Fixed Wing Single Engine	$600.00 per hour
M600 Unmanned Aerial System– Video / Still Photos	$150.00 per hour
M600 UAS Standby – Video / Still Photos	$75.00 per hour

VAPOR Unmanned Aerial System – IR / Corona / LiDAR	$500.00 per hour
VAPOR UAS Standby – IR / Corona / LiDAR$	200.00 per hour
GPS Receiver (Equipment Only)	$25.00 per hour
Geospatial Work Station	$15.00 per hour

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES:

Principal	$225.00 per hour
Sr. Project Manager	$190.00 per hour
Project Manager	$175.00 per hour
Sr. Engineer (PE)	$161.00 per hour
Engineer	$130.00 per hour
Graduate Engineer	$110.00 per hour
Senior Utility Coordinator	$159.00 per hour
Utility Coordinator	$136.00 per hour
Jr. Utility Coordinator	$110.00 per hour
Sr. Engineer Tech	$120.00 per hour
Engineer Tech	$99.00 per hour
Field Coordinator (Not Including Office Support)	$110.00 per hour

VACUUM EXCAVATION SERVICES

DESCRIPTION	UNIT	RATE
VAC CREW RATE (includes 1 Unit with 2-Man Crew)	PER HOUR	$258.00
OVERTIME RATE (Weekends & work exceeding 8 hours per day)	PER HOUR	$277.00
MOBILIZATION	PER HOUR	$157.00
BACKFILL MATERIAL (Delivered to site if hydro vac)	CU YARD	Per Vendor Reimbursement Policy
BACKFILL LABOR (includes pneumatic tamping in 6-in lifts)	PER HOUR / PER MAN	$89.00
CHASE TRUCK (required for safety and/or materials)	PER HOUR	$21.00
TRAFFIC CONTROL (standard cones and warning signs)	PER DAY	$104.00
***PER DIEM** (required if work requires overnight accommodations)	PER NIGHT / PER MAN	Per Vendor Reimbursement Policy

*Per Diem rates may change depending on location and availability of accommodations. This is a general number to be used for estimate purposes.

See Also **"SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES"**

SUE OTHER DIRECT COSTS:

Ground Penetrating Radar (Adder to Designating Crew Rate)	$415.00 / Day
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	$37.00 / Day
Flashing Arrow Board, warning signs w/stands and traffic cones	$40.00 / Day
Geophysical Locating Equipment	$21.00 / Day
GPS Receiver	$26.00 / Day
ATV or Utility Vehicle	$78.00 / Day
Environmental Supplies (Paint, Flags, Lath, Stakes)	$26.00 / Day
Coring Rig	$366.00 / Day
Agency As-built Information (Reproduction) Fees	$10.00 / Copy
Additional Vehicle (Required for safety or materials)	$209.00 / Day
Mobilization/Demobilization Fee (Less than 200 miles)	$600.00 each
Mobilization/Demobilization Fee (Greater than 200 less than 400 miles)	$1130.00 each
Mobilization/Demobilization Fee (Greater than 400 miles)	$3.13 per mile
Ground Target (Includes paint, panel material, etc)	$25.00 each Approved 4/21/2020
Primary Control Monument materials/supplies	$90.00 each Approved 4/21/2020
Metered Water for Hydro-Vac Services Policy	Per Vendor Reimbursement
Imported or Select Backfill Material Policy	Per Vendor Reimbursement
Flowable Fill Backfill Material Policy	Per Vendor Reimbursement
Hydro Vac Spoils Containment & Processing Policy	Per Vendor Reimbursement
Specialized Traffic Control Policy	Per Vendor Reimbursement
Excavation/Designating Permit Fees Policy	Per Vendor Reimbursement
Other SUE related Activities Policy	Per Vendor Reimbursement

Local Mobilization / Demobilization Fee Applies at the rate of once per project assignment. Minor / Standard Traffic Control is included (consists of warning signs and cones). Lane Closures requiring Flashing Arrow Board(s) is additional. Complex or Specialized Traffic Control is additional.

It is the clients responsibility to provide a dump site or a vacuum box/containment vessel for removal of Hydro Vac spoils if no dump site is provided by Client.

Paved areas may require coring to perform vacuum excavation services. In such cases SAM will provide a Core Rig and Operator. Core rig rate includes materials & equipment to replace and set core (keyhole) following vacuum excavation completion.

SPECIAL NOTES FOR HYDRO EXCAVATION SERVICES:

Hydro Vac Services will require metered water recharge fees and authorized spoils disposal locations. All excavated material remains the exclusive property of the client or project owner upon whose land, easement or ROW wherein the excavations are performed. The project owner understands and acknowledges that Hydro Excavation indicates and includes the use of water to aid in the vacuum excavation process and that the resulting excavated materials may be oversaturated with water as a result of the hydro vac process.

If the project requires backfilling with material other than the material excavated via the hydro vac process, such as flowable fill or select backfill, the project owner will be required to provide a spoils box, vacuum box, or stockpiling location within or reasonably close to the project site for the purpose of holding the hydro vac excavated materials. SAM can provide a vacuum box/containment vessel from a third party environmental services company for removal of Hydro Vac spoils if no dump site is provided by Client. SAM will request a fee proposal from environmental services company and the cost of vac box and spoils disposal will be passed through to client Per Vendor Reimbursement Policy based on the fee proposal provided by the environmental services company.

The project owner is required to disclose any known or suspected information regarding the project site and its underlying soil conditions such as; chemical, petrochemical, hydrocarbon, asbestos, naturally occurring radioactive materials (NORM) or any other known or suspected contamination within the project site.

When performing hydro excavation in known, suspected or encountered contamination areas, SAM staff shall don additional Personal Protective Equipment (PPE). All costs associated with the use of additional PPE dictated by the site conditions and deemed reasonable and prudent, including wash-down, decontamination or disposal of said PPE, shall be charged to the client/project owner as a direct pass through cost. Examples of additional PPE may include but not be limited to; dust masks, respirators, face shields, protective coveralls, protective gloves and rubber boots.

Pothole or Test Hole Option:

Potholes are strictly the excavation and exposure of the subject facility with a measurement of depth and notation of facility size, type and composition painted on the ground and/or provided in a non-certified report. This report will be provided by Vac Crew onsite upon completion of potholes and typically is handwritten.

Test holes provide the same level of information as pot holes, and are surveyed for a precision x,y & z coordinate and are provided in a test hole report, signed and sealed by an Engineer. Test Holes require survey and Engineer review. Vac Crew, Survey and Engineer fees will be in accordance with the above rates.

UNDERSTANDING OF SUE SERVICES:

1. Normal traffic control, for Quality Service Levels A and B, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc, is considered special

traffic control. If special traffic control is to be provided by SAM, LLC, this service will be subcontracted to an approved subcontractor and billed to the Client Per Vendor Reimbursement Policy.

2. The subsurface utility engineering service assumes that all project survey control required for performing this service is pre-existing. Establishing project survey control will be provided at a cost pre-approved by the Client.
3. It is assumed that no contaminated materials are encountered. If contaminated materials or soils is encountered the client will be notified immediately and any remediation will be the clients responsibility and at the clients cost.
4. Right of Entry will be provided by the client and all locations must be able to be accessible to the vac truck prior to work beginning. If access issues are encountered, SAM, LLC will notify the client immediately to determine alternatives for accessing the required location and resolved in 24-hours. If unable to resolve access issues in 24-hours, Vac Crew may be demobilized and require a remobilization fee to return to the site once access is established.

Travel:

Cost of mileage on company-owned vehicles, excluding vacuum excavation vehicle, is computed at the current I.R.S. mileage allowance.

Purchased Services:

All purchased services are invoiced Per Vendor Reimbursement Policy. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

Terms:
The Client shall promptly review invoice statements and notify SAM, Inc. of any objection thereto; absent such objection in writing within fifteen (15) days from the date of invoice, the invoice shall be deemed proper and acceptable. Invoices are submitted monthly for all services rendered and are payable upon receipt. Late payments will incur a late charge of one and one-half percent (1 1/2%) per month from the original date of invoice. SAM, Inc. reserves the right to stop work should invoices not be paid within the stated terms.

Taxes:
Boundary surveying services and fees are subject to State and Local sales tax. 8.25% sales tax, when applicable, will be collected.

CPI Adjustment
The Schedule of Rates adopted in this Contract will remain in force for the twelve (12) month period starting with the effective date of the Contract. Unless otherwise renegotiated, at the end of the first twelve (12) months of the contract, and at the end of each 12 month period thereafter (the "contract anniversary"), the hourly manpower rates and equipment rates charged by Surveying And Mapping, Inc. shall be adjusted by the change in the Consumer Price Index (CPI) for the immediately preceding twelve month period.

As used herein, Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "Consumer Price Index" for all Urban Consumers (Index 1982-1984 = 100). If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall mutually designate a substitute Index or formula. In no event shall the next year service fees be less than the prior year.

EXHIBIT D - RATE SCHEDULE

RM 2243

SWCA	
CATEGORY	**RATE**
Subject Matter Expert – Tom Allemand (PM)	$210.00
Specialist XI	$187.00
Specialist X	$171.00
Specialist IX	$153.00
Specialist VI	$119.00
Specialist V	$109.00
Specialist IV	$99.00
Specialist III	$89.00
Specialist II	$78.00
Specialist I	$67.00
Administrative V	$89.00

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.

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.

Approved January 14, 2020

EXHIBIT D - RATE SCHEDULE

RM 2243

WSB & Associates, Inc.	
CATEGORY	**RATE**
Principal	$210.00
Sr. Project Manager	$200.00
Sr Project Engineer	$195.00
Sr. Traffic Engineer	$180.00
Project Engineer I	$145.00
Project Engineer II	$153.00
Project Engineer III	$161.00
Project Engineer IV	$170.00
Graduate Engineer I	$105.00
Graduate Engineer II	$115.00
Graduate Engineer III	$125.00
Engineering Specialist I	$125.00
Engineering Specialist II	$135.00
Engineering Specialist III	$145.00
Engineering Specialist IV	$155.00
Project Analyst I	$104.00
Project Analyst II	$112.00
Office Technician I	$57.00
Office Technician II	$62.00

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.

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).

Approved January 14, 2020

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 **48.**

Meeting Date: 10/25/2022

CR 404 Realignment Contract

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with 3349 Land Group, LLC for 21.341 acres of ROW needed for the County Road 404 Realignment project. (Parcel 19) Funding Source: Road Bonds P#391

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:26 AM
Form Started By: Charlie Crossfield		Started On: 10/19/2022 09:33 AM
Final Approval Date: 10/20/2022		

REAL ESTATE CONTRACT
County Road 404 Realignment

THIS REAL ESTATE CONTRACT ("Contract") is made by **3349 LAND GROUP, LLC** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 21.341 acre (929,614 square foot) parcel of land out of the Watkins Nobles Survey, Section No. 30, Abstract No. 484, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 19**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements upon the Property, and any damage to or curative costs for the remaining property of Seller, shall be the sum of FOUR MILLION FOUR HUNDRED FIFTEEN THOUSAND SIX HUNDRED SEVENTY and 00/100 Dollars ($4,415,670.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03. Seller reserves the right to, at any time prior to Closing, convey the Property to the Seller's members or owners in exchange for such members or owners' agreement to assume or otherwise be bound by all of Seller's obligations in this Contract. Seller shall promptly notify Purchaser of any such transfer pursuant to this section.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before November 10, 2022, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after November 15, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed County Road 404 realignment improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

3349 LAND GROUP, LLC

By: Randall Jones

Name: RANDALL JONES

Its: MANAGING MEMBER

Date: 10/13/22

Address: PO BOX 1458

MASON TX

76856

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

Exhibit "A"

Parcel 19

DEED
County Road 404 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **3349 LAND GROUP, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 21.341 acre (929,614 square foot) parcel of land out of the Watkins Nobles Survey, Section No. 30, Abstract No. 484, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 19**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or its successors or assigns, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of County Road 404/Future County Road and related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2022.

[signature pages follow]

GRANTOR:

3349 LAND GROUP, LLC

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, 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 "B"

County: Williamson
Tax ID: R019449
Highway: C.R. 404
Limits: From: F.M. 3349
To: C.R. 404

September 9, 2022

PROPERTY DESCRIPTION FOR PARCEL R019449

DESCRIPTION OF A 21.341 ACRE (929,614 SQ. FT.) PARCEL OF LAND LOCATED IN THE WATKINS NOBLES SURVEY, SECTION NO. 30, ABSTRACT NO. 484, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF THE REMAINDER OF A CALLED 121.12 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO 3349 LAND GROUP, LLC, RECORDED APRIL 3, 2007 IN DOCUMENT NO. 2007027439, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 21.341 ACRE (929,614 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-inch iron pipe found 1,778.12 feet right of County Road (C.R.) 404 Engineer's Centerline Station (E.C.S.) 270+04.96, for the southeast corner of said remainder of a called 121.12 acre tract;

THENCE N 07° 20'59" E, with the east line of said remainder of a called 121.12 acre tract, a distance of 1,742.69 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,252.88, E=3,195,461.03) set 229.67 feet right of C.R. 404 E.C.S. 260+51.08 on the proposed south right-of-way line of C.R. 404, also being the west line of a called 85.681 acre tract of land, described in a deed to Henry H. Holubec and wife, Nancy Rydell Holubec (50% interest) and James F. Holubec (50% interest deceased), recorded in Volume 1051, Page 818, Deed Records of Williamson County, Texas (D.R.W.C.TX.), with Edythe J. Holubec (50% interest) as independent executor of estate of James F. Holubec as cited in Document No. 2005075261, O.P.R.W.C.TX., for the southeast corner and the **POINT OF BEGINNING** of the parcel described herein, said point being the beginning of a curve to the left;

THENCE departing the common line of said remainder of a called 121.12 acre tract and said 85.681 acre tract, with the proposed south right-of-way line of said C.R. 404, over and across said remainder of a called 121.12 acre tract, the following three (3) courses and distances numbered 1-3:

1) With said curve to the left, an arc distance of 498.81 feet, through a delta of 15°19'28", having a radius of 1,865.00 feet, and a chord that bears N 74°48'46" W, a distance of 497.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 238.72 feet right of C.R. 404 E.C.S. 254+86.39,

2) N 82°28'30" W, a distance of 1,080.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.89 feet right of C.R. 404 E.C.S. 243+88.83, said point being the beginning of a curve to the left, and

3) With said curve to the left, an arc distance of 983.66 feet, through a delta of 49°47'15", having a radius of 1,132.00 feet, and a chord that bears S 59°30'35" W, a distance of 953.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 802.76 feet right of C.R. 404 E.C.S. 236+51.84 on the existing east right-of-way line of Farm to Market (F.M.) 3349, a variable width right-of-way, described to Williamson County, Texas in Document No. 2021148167, O.P.R.W.C.TX., for the southwest corner of the parcel described herein;

4) **THENCE** N 07°39'59" E, departing the proposed south right-of-way line of said C.R. 404, with the existing east right-of-way line of said F.M. 3349, a distance of 917.08 feet to a calculated point 114.32 feet left of C.R. 404 E.C.S. 236+54.11, for the southwest corner of a remainder of a called 1.137 acre tract of land, described in said deed to Henry H. Holubec and wife, Nancy Rydell Holubec (50% interest) and James F. Holubec (50% interest deceased), recorded in Volume 1051, Page 818, D.R.W.C.TX. with Edythe J. Holubec (50% interest) as independent executor of estate of James F. Holubec as cited in Document No. 2005075261, O.P.R.W.C.TX., same being the northwest corner of said remainder of a called 121.12 acre tract and the parcel described herein;

5) **THENCE** S 82°28'22" E, departing the existing east right-of-way line of said F.M. 3349, with the common line of said remainder of a called 1.137 acre tract and said remainder of a called 121.12 acre tract, a distance of 2,320.60 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 152.62 feet left of C.R. 404 E.C.S. 259+43.81 on the west line of said 85.681 acre tract, for the southeast corner of said remainder of a called 1.137 acre tract, same being the northeast corner of said remainder of a called 121.12 acre tract and the parcel described herein;

THIS SPACE LEFT INTENTIONALLY BLANK

6) **THENCE** S 07°20'59" W, departing the common line of said remainder of a called 1.137 acre tract and said remainder of a called 121.12 acre tract, with the common line of said 85.681 acre tract and said remainder of a called 121.12 acre tract, passing at a distance of 35.34 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 118.33 feet left of C.R. 404 E.C.S. 259+51.81, and continuing for a total distance of 396.37 feet to the **POINT OF BEGINNING,** and containing 21.341 acres (929,614 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 coordinates shown hereon 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.

Scott C. Brashear 9/9/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

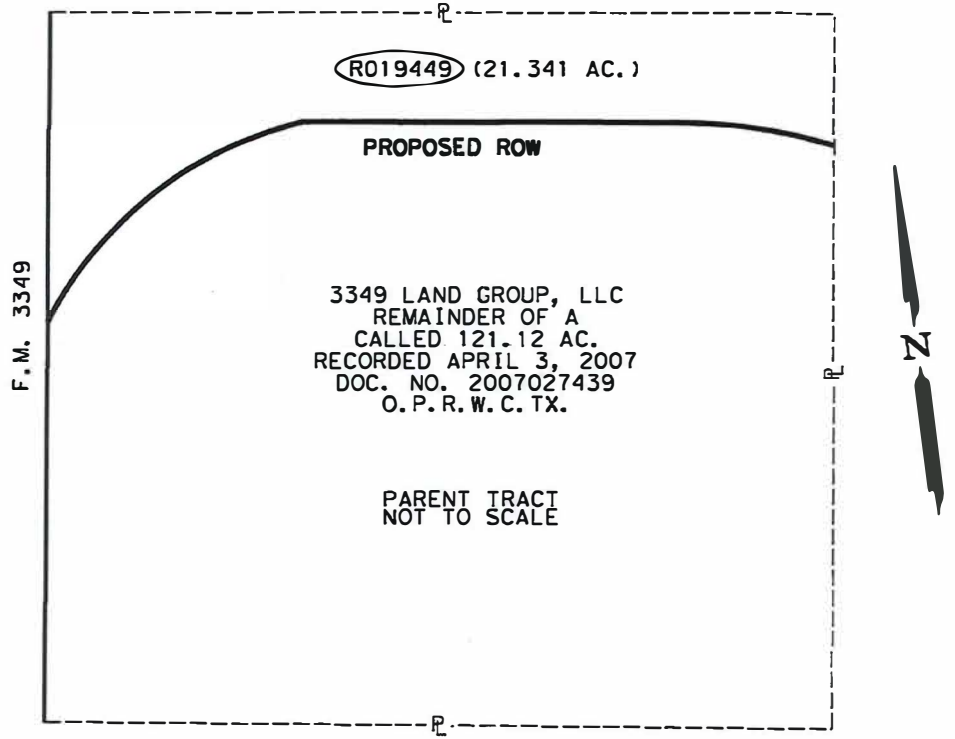
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



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 (UNLESS NOTED)
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	BOD NAIL FOUND
⊕	MAGNAIL FOUND
●	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
————	DEED LINE (COMMON OWNERSHIP)

EXHIBIT "B"



STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

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 TEXAS TITLE INSURANCE COMPANY, GF NO. GT2200577, EFFECTIVE DATE AUGUST 12, 2022, AND ISSUED DATE AUGUST 22, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. CR 404 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM RPS GROUP SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2022.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/9/2022

DATE

A

HENRY H. HOLUBEC, JR. AND WIFE, NANCY RYDELL HOLUBEC (50% INTEREST) AND JAMES F. HOLUBEC (50% INTEREST DECEASED)
REMAINDER OF A
CALLED 1.137 AC.
VOL. 1051, PG. 818
D.R.W.C.TX.

EDYTHE J. HOLUBEC (50% INTEREST)
AS INDEPENDENT EXEC. OF ESTATE OF JAMES F. HOLUBEC
AS CITED IN DOC. NO. 2005075261
O.P.R.W.C.TX.

B

HENRY H. HOLUBEC, JR. AND WIFE, NANCY RYDELL HOLUBEC (50% INTEREST) AND JAMES F. HOLUBEC (50% INTEREST DECEASED)
CALLED 85.681 AC.
VOL. 1051, PG. 818
D.R.W.C.TX.

EDYTHE J. HOLUBEC (50% INTEREST)
AS INDEPENDENT EXEC. OF ESTATE OF JAMES F. HOLUBEC
AS CITED IN DOC. NO. 2005075261
O.P.R.W.C.TX.

REF. FIELD NOTE NO. 49079

FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019449 Land Group\R019449 Land Group

EXISTING	*113.679 AC.	ACQUIRE	21.341 AC.	REMAINING	92.338 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
3349 LAND GROUP, LLC
TAX ID: R019449
21.341 AC. (929,614 SQ. FT.)

EXHIBIT "B"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200577, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 12, 2022, AND ISSUED DATE AUGUST 22, 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.):

A. EASEMENT DATED JANUARY 16, 1954, EXECUTED BY CARL STROMBERG ET AL TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 367, PAGE 479, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

B. EASEMENT DATED FEBRUARY 15, 1960, EXECUTED BY CARL STROMBERG ET AL TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 529, PAGE 44, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

C. RIGHT OF WAY EASEMENT DATED AUGUST 20, 1974, EXECUTED BY WILBERT VORWERK AND JOYCE VORWERK TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 597, PAGE 995, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

D. RESOLUTION BY THE CITY OF TAYLOR DATED JUNE 18, 1985, RECORDED IN VOLUME 1200, PAGE 616, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

E. GATE VALVE EASEMENT DATED JUNE 21, 1989, EXECUTED BY WILBERT VORWERK TO KOCH REFINING COMPANY, RECORDED IN VOLUME 1796, PAGE 138, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

F. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS.

G. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR 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 MINERALS THAT ARE NOT LISTED.

H. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

I. RIGHTS OF PARTIES IN POSSESSION.

J. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND." (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY)

REF. FIELD NOTE NO. 49079

FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019449 Land Group\R019449 Land Group

EXISTING	*113.679 AC.	ACQUIRE	21.341 AC.	REMAINING	92.338 AC. RIGHT

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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
3349 LAND GROUP, LLC
TAX ID: R019449
21.341 AC. (929,614 SQ. FT.)

MATCH LINE SHEET 7 OF 10

WATKINS NOBLES
SECTION NO. 30, ABSTRACT NO. 484

3349 LAND GROUP, LLC
REMAINDER OF A
CALLED 121.12 AC.
RECORDED APRIL 3, 2007
DOC. NO. 2007027439
O.P.R.W.C.TX.

(S09°48'01"W 2,139.31')

B

N07°20'59"E
1,742.69'

P.O.C.
1=
270+04.96
1,778.12' RT

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

PAGE 6 OF 10
REF. FIELD NOTE NO. 49079
FILE:\\saminc\AUS\PROJECTS\1021060291\100\Survey\03Exhibits\P-R019449 Land Group\R019449 Land Group.

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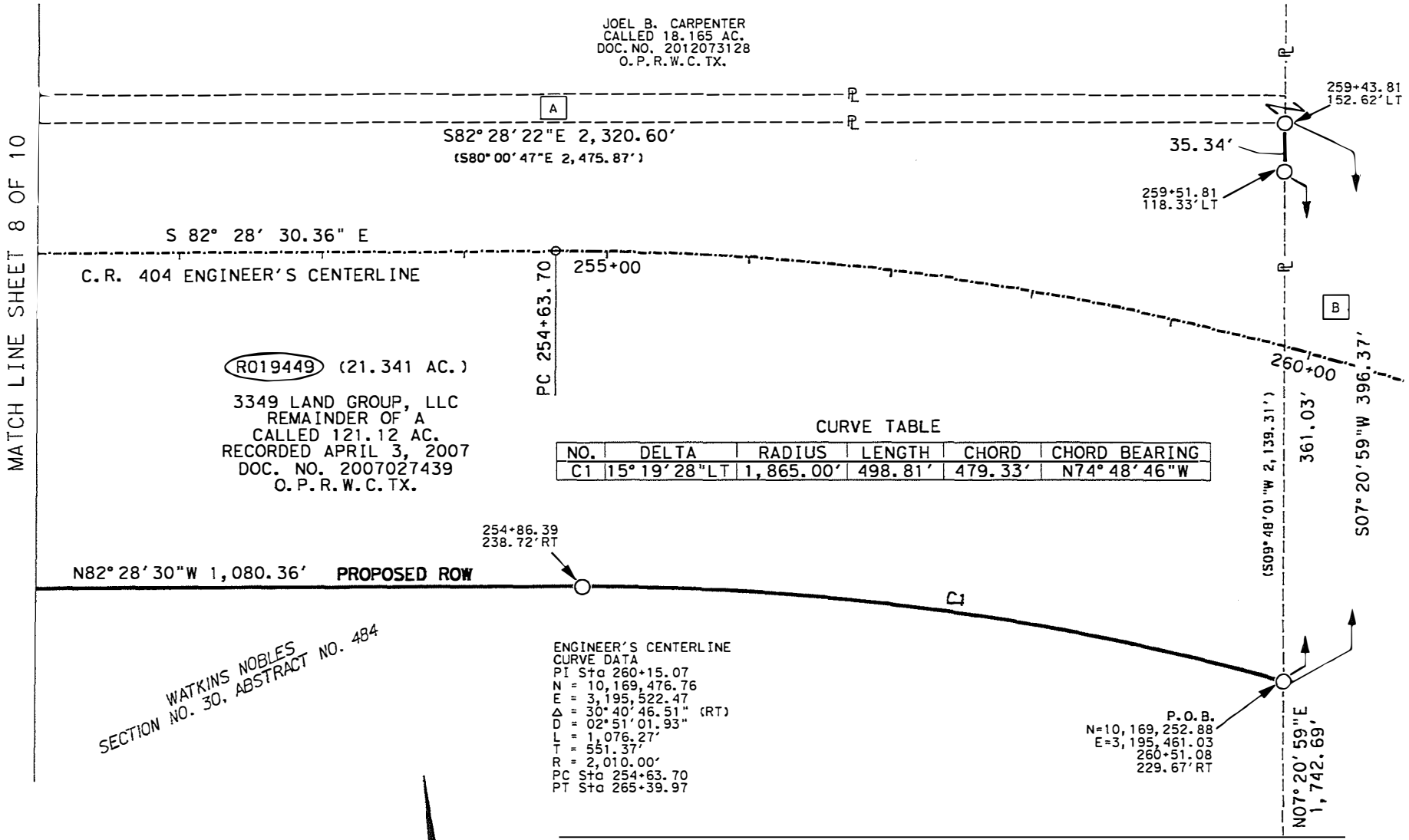

MATCH LINE SHEET 6 OF 10

REF. FIELD NOTE NO. 49079

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100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

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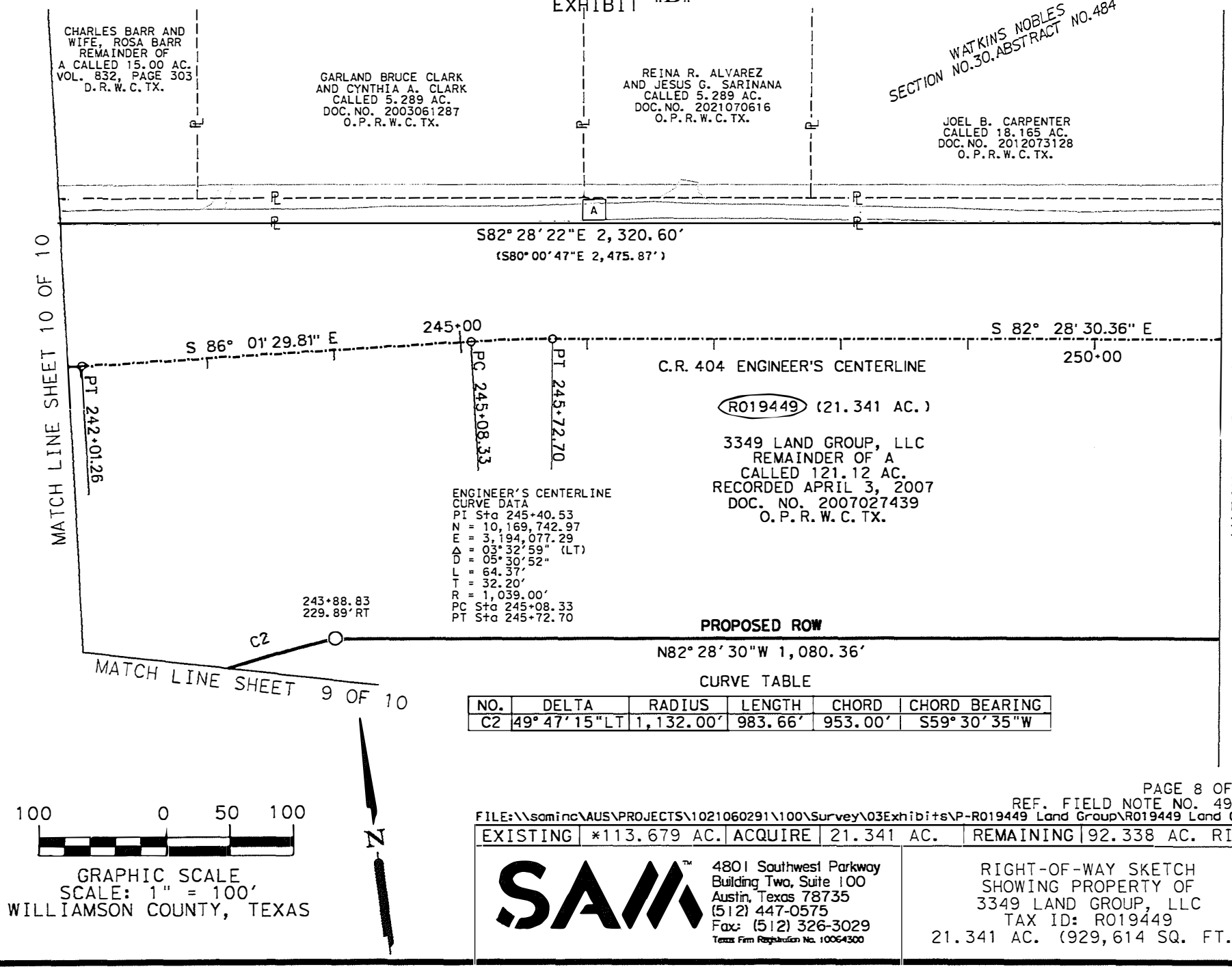

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	49° 47' 15"LT	1,132.00'	983.66'	953.00'	S59° 30' 35"W

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 49079
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21.341 AC. (929,614 SQ. FT.)

EXHIBIT "B"

MATCH LINE SHEET 10 OF 10

MATCH LINE SHEET 8 OF 10

F.M. 3349
(VARIABLE WIDTH R.O.W.)
CSJ 3486-001-03

EXISTING ROW

PROPOSED ROW

PROPOSED ROW

R019449 (21.341 AC.)

(N10°00'00"E 2,116.20')

N07°39'59"E
917.08'

C2

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	49°47'15"LT	1,132.00'	983.66'	953.00'	S59°30'35"W

WILLIAMSON COUNTY, TEXAS
CALLED 7.512 AC.
DOC. NO. 2021148167
O.P.R.W.C.TX.

3349 LAND GROUP, LLC
REMAINDER OF A
CALLED 121.12 AC.
RECORDED APRIL 3, 2007
DOC. NO. 2007027439
O.P.R.W.C.TX.

WATKINS NOBLES
SECTION NO.30, ABSTRACT NO.484

236+51.84
802.76'RT

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

REF. FIELD NOTE NO. 49079

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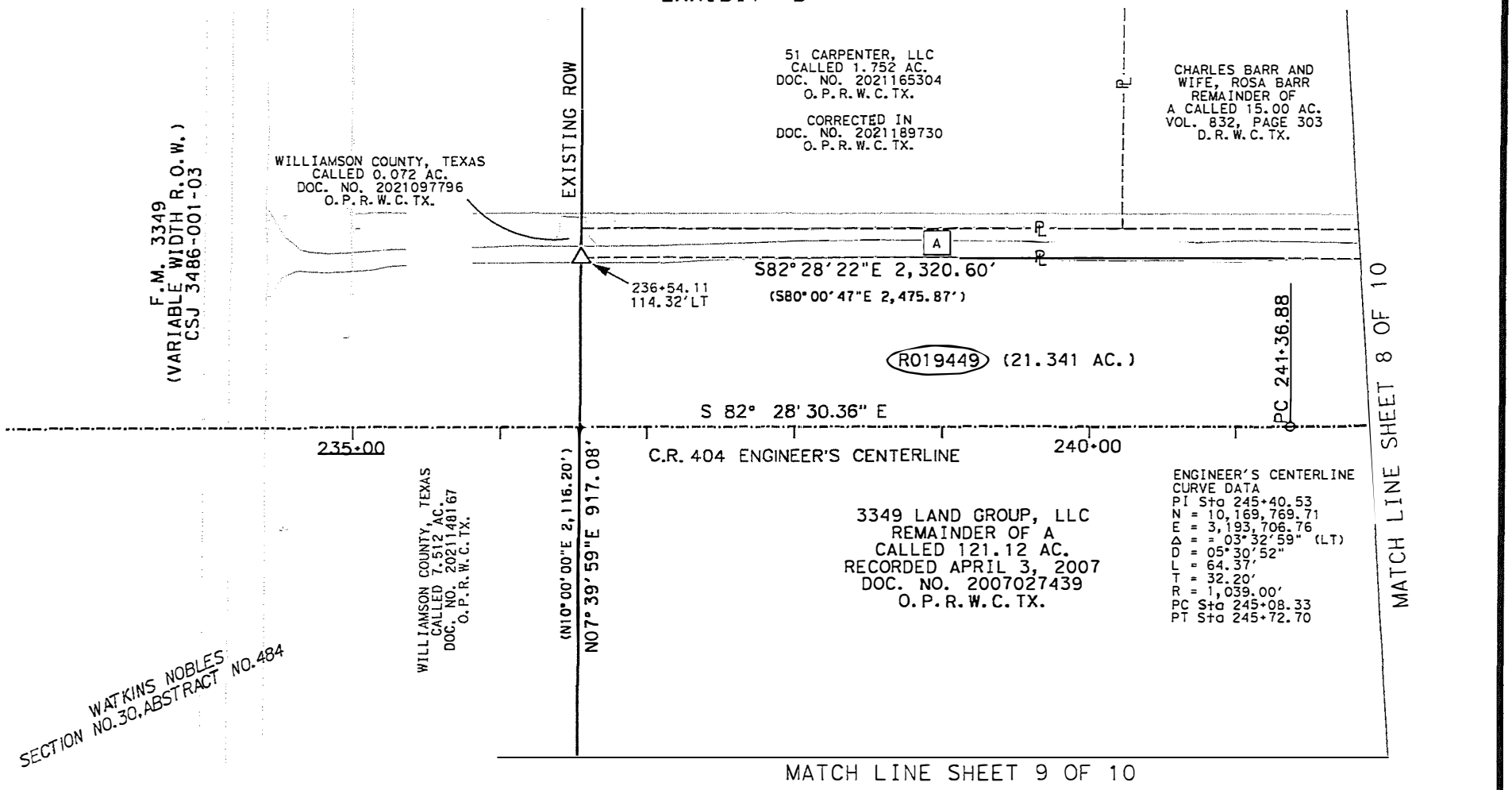
EXHIBIT "B"



MATCH LINE SHEET 9 OF 10

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

REF. FIELD NOTE NO. 49079
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SHOWING PROPERTY OF
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TAX ID: R019449
21.341 AC. (929,614 SQ. FT.)

Commissioners Court - Regular Session **49.**

Meeting Date: 10/25/2022

CR 258 Interlocal Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with The City of Georgetown for completing design services and construction related to relocation of Georgetown water line improvements along County Road 258. Road Bonds P277

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/20/2022 09:27 AM
Form Started By: Charlie Crossfield		Started On: 10/19/2022 09:37 AM
Final Approval Date: 10/20/2022		

INTERLOCAL AGREEMENT
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION
RELATED TO RELOCATION OF GEORGETOWN WATER LINE IMPROVEMENTS
ALONG COUNTY ROAD 258

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (**"Agreement"**) is entered into between the City of Georgetown, Texas, a Texas municipal corporation (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County is and has been in the process of making road improvements to County Road 258 between US 183 to 500ft east of Sunset Ridge (the "County Project"); and

WHEREAS, the proposed CR 258 roadway improvements include the widening of the right-of-way into an easement in which the City's water system improvements (the "Waterline") are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate a portion of the Waterline (the "City Project"); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the roadway improvements and the Waterline Relocation; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of the Waterline required by the County Project, based on the terms and conditions as stated herein.

1.02 Relocation of Waterline. The County will relocate the Waterline based on the terms and conditions stated herein.

1.03 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing City customers and will not result in the permanent loss of water service to any such customers.

II.
CONSTRUCTION OF CITY PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the City Project.

2.02 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding, project management and all other costs related to the City Project. The City Project will be bid and constructed concurrently with the County Project.

2.03 Construction Plans The County has submitted the plans and specifications related to the City Project to the City. A copy of the plans are attached hereto as Exhibit "A." Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

2.04 Inspection and Maintenance. County shall notify the City in writing five days prior to commencement of construction of the Waterline. The City may inspect the Waterline during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City. After acceptance, the City shall own and operate the waterline.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the City Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the City Project in amounts satisfactory to the City. The County shall transfer any warranties for the City Project to the City upon final completion and acceptance of the project.

2.07 Prior Rights. The City's Waterline will be relocated from its current alignment within the existing City easements to a new location within the CR 258 right-of-way. Concurrent with this Agreement, both parties shall execute an amendment to the easement(s) as identified in **Exhibit "B"** (Effected Easement(s)), in a form substantially similar to **Exhibit "C",** which shall amend the easement area(s) of the Effective Easement(s) to correspond with location of the line location as approved per section 2.03. The City shall retain all of the same rights in the area within the right of way limits as the City had in the easement prior to the relocation of Waterline.

III.
DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV.
GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code.*

4.02 NO LIABILITY OR WARRANTY OF SERVICES. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT GEORGETOWN MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY GEORGETOWN, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER GEORGETOWN RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

4.03 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the City Project and acceptance of the public improvements by Georgetown.

4.04 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

4.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627
300-1 Industrial Ave, Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

4.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF GEORGETOWN, TEXAS

By:_____
Josh Schroeder, Mayor

ATTEST:

By: Robyn Densmore
Robyn Densmore, City Secretary

Approved as to form:

By: _____
Skye Masson, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 11 day of October, 2022, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.

Karen Frost
Notary Public, State of Texas

KAREN FROST
Notary ID # 1053608-4
My Commission Expires
May 24, 2024

WILLIAMSON COUNTY, TEXAS

By:_____
William Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by William Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

Exhibit "A"

Construction plans

INDEX OF SHEETS

C-001	TITLE SHEET
C-002	GENERAL NOTES
C-003	SUMMARY OF WATERLINE QUANTITIES
C-100	KEY MAP
C-101-103	WATERLINE "A" PLAN AND PROFILE SHEETS
C-104	WATERLINE "B" PLAN SHEET
C-105	WATERLINE "B" PROFILE SHEET
C-201	WATER ADJUSTMENTS
C-501-504	STANDARD DETAILS

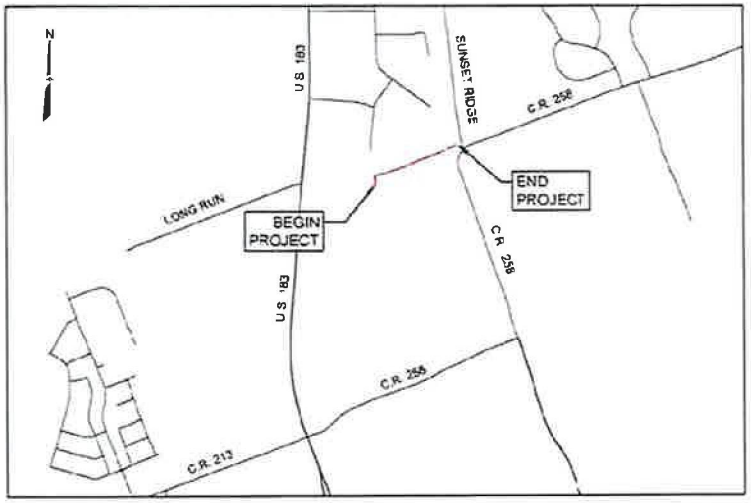
WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
CR 258 EXTENSION
COG 12" AND 4" WATER LINE RELOCATIONS
100% SUBMITTAL

TOTAL LENGTH OF PROJECT: 1,489 LF

PROJECT LIMITS: FROM APPROXIMATELY 1100 FEET EAST OF US 183 TO SUNSET RIDGE DRIVE

CONSTRUCTION OF 12" WATER MAINS, WITH VALVES, APPURTENANCES, AND SERVICE CONNECTIONS, INCLUDING RECONNECTION TO EXISTING MAINS AND SERVICES



VICINITY MAP
(NOT TO SCALE)

REV. NO.	REVISION DESCRIPTION	CORRECTED / ADDED SHEET NUMBERS	APPROV. BY	DATE

OWNER INFORMATION

OWNER:
CITY OF GEORGETOWN, TEXAS
300 INDUSTRIAL AVENUE
GEORGETOWN, TEXAS 78626

CONTACT
CHRIS POUSSON
512-930-8162

DESIGNER:
COBB FENDLEY
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752

CONTACT
KRISTEN VAN HOOSIER, P.E.
512-834-9798

SUBMITTED FOR APPROVAL:

8/26/2021
KRISTEN VAN HOOSIER P.E. DATE
COBBFENDLEY, INC.

APPROVALS:

9-13-21
DATE
CITY OF GEORGETOWN, TEXAS

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN STANDARD SPECIFICATIONS.
2. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF GEORGETOWN MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
3. DESIGN PROCEDURES SHALL BE IN COMPLIANCE WITH THE CITY OF GEORGETOWN ENGINEERING DESIGN GUIDELINES AND UNIFIED DEVELOPMENT CODE. ALL WAIVERS OR VARIANCES ARE LISTED BELOW:
4. AFTER THE CONSTRUCTION PERMIT HAS BEEN ISSUED AND PRIOR TO THE BEGINNING CONSTRUCTION, THE OWNER OR HIS REPRESENTATIVE SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY OF GEORGETOWN, DESIGN ENGINEER, CONTRACTOR(S), WILLIAMSON COUNTY (IF IN THE ETJ), OTHER UTILITY COMPANIES, AND ANY OTHER AFFECTED PARTIES. THE CITY OF GEORGETOWN SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE PROPOSED MEETING TIME (512-930-3569).
5. THE CONTRACTOR SHALL GIVE THE CITY OF GEORGETOWN CONSTRUCTION INSPECTOR AT LEAST 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
6. ANY CHANGES OR REVISIONS TO THESE APPROVED PLANS MUST BE SUBMITTED BY THE DESIGN ENGINEER AND APPROVED BY THE CITY OF GEORGETOWN PRIOR TO CONSTRUCTION OF THE REVISION.
7. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL OR OTHER PUBLIC INFRASTRUCTURE DAMAGED OR REMOVED WILL BE BY THE CONTRACTOR AT HIS EXPENSE BEFORE ACCEPTANCE OF THE SUBDIVISION.
8. BENCHMARKS:
   SEE "SURVEY CONTROL DATA" PLANS IN "RECONSTRUCTION OF COUNTY ROAD 258, ROADWAY AND DRAINAGE IMPROVEMENTS" PLAN SET FOR BENCHMARK INFORMATION, PREPARED BY:
   CIVIL ENGINEERING CONSULTANTS
   11550 IH-10 WEST, SUITE 395
   SAN ANTONIO, TEXAS 78230
   (210) 641-9999
9. BLASTING OR BURNING SHALL NOT BE PERMITTED ON THIS PROJECT.
10. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER IMMEDIATELY. THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR REVISING THE PLANS AS APPROPRIATE AND SUBMITTING A REVISION TO THE CITY. USE ONE CALL UTILITY SYSTEM: DIAL 1-800-344-8377, 48 HOURS BEFORE YOU DIG.
11. EXCESS SOIL SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE. NOTIFY THE CITY OF GEORGETOWN IF THE DISPOSAL SITE IS INSIDE THE CITY'S JURISDICTIONAL BOUNDARIES.
12. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED AREAS OR EXPOSED AREAS SHALL CONSIST OF SODDING OR SEEDING; AT THE CONTRACTOR'S OPTION.
13. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT TEMPORARY EROSION CONTROLS ON A DAILY BASIS. ADJUST THE CONTROLS AND/OR REMOVE ANY SEDIMENT BUILDUP AS NECESSARY.
14. CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER, ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
15. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.
16. ALL WET UTILITIES SHALL BE INSTALLED AND ALL DENSITIES MUST HAVE PASSED INSPECTIONS(S) PRIOR TO THE INSTALLATION OF DRY UTILITIES.
17. A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ANY PARTIAL OR COMPLETE ROADWAY CLOSURES. TRAFFIC CONTROL PLANS SHALL BE SITE SPECIFIC AND BE SEALED BY A REGISTERED TEXAS PROFESSIONAL ENGINEER.

EROSION AND SEDIMENTATION CONTROL NOTES

1. EROSION CONTROL MEASURES, SITE WORK, AND RESTORATION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN'S SUBDIVISION CODE AND CONSTRUCTION STANDARDS MANUAL, EXCEPT AS NOTED BELOW AND APPROVED BY CITY COUNCIL:
2. SLOPES SHALL BE SODDED OR SEEDED WITH THE APPROPRIATE GRASS, GRASS MIXTURES, OR GROUND COVER SUITABLE TO THE AREA AND SEASON TO WHICH THEY ARE APPLIED.
3. SILT FENCES, ROCK BERMS AND SIMILARLY RECOGNIZED TECHNIQUES AND MATERIALS SHALL BE EMPLOYED DURING CONSTRUCTION TO PREVENT POINT SOURCE SEDIMENTATION LOADING OF DOWNSTREAM FACILITIES. SUCH INSTALLATION SHALL BE REGULARLY INSPECTED BY THE CITY OF GEORGETOWN FOR EFFECTIVENESS. ADDITIONAL MEASURES MAY BE REQUIRED IF, IN THE OPINION OF THE CITY ENGINEER, THEY ARE WARRANTED.
4. ALL TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL FINAL INSPECTION AND APPROVAL OF THE PROJECT BY THE ENGINEER.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL TEMPORARY EROSION CONTROL STRUCTURES AND TO REMOVE EACH STRUCTURE AS APPROVED BY THE ENGINEER.

UTILITY NOTES

1. THESE CONSTRUCTION PLANS WERE PREPARED, SEALED, SIGNED AND DATED BY A TEXAS LICENSED PROFESSIONAL ENGINEER. THEREFORE BASED ON THE ENGINEER'S CONCURRENCE OF COMPLIANCE, THE CONSTRUCTION PLANS FOR CONSTRUCTION OF THE PROPOSED PROJECT ARE HEREBY APPROVED SUBJECT TO THE STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS MANUAL AND ALL OTHER APPLICABLE CITY, STATE AND FEDERAL REQUIREMENTS AND CODES.
2. THIS PROJECT IS SUBJECT TO ALL CITY STANDARD SPECIFICATIONS AND DETAILS IN EFFECT AT THE TIME OF SUBMITTAL OF THE PROJECT TO THE CITY.
3. THE SITE CONSTRUCTION PLANS SHALL MEET ALL REQUIREMENTS OF THE APPROVED SITE PLAN.
4. WASTEWATER MAINS AND SERVICE LINES SHALL BE SDR 26 PVC.
5. WASTEWATER MAINS SHALL BE INSTALLED WITHOUT HORIZONTAL OR VERTICAL BENDS.
6. MAXIMUM DISTANCE BETWEEN WASTEWATER MANHOLES IS 500 FEET.
7. WASTEWATER MAINS SHALL BE LOW PRESSURE AIR TESTED AND MANDREL TESTED BY THE CONTRACTOR ACCORDING TO CITY OF GEORGETOWN AND TCEQ REQUIREMENTS.
8. WASTEWATER MANHOLES SHALL BE VACUUM TESTED AND COATED BY THE CONTRACTOR ACCORDING TO CITY OF GEORGETOWN AND TCEQ REQUIREMENTS.
9. WASTEWATER MAINS SHALL BE CAMERA TESTED BY THE CONTRACTOR AND SUBMITTED TO THE CITY ON DVD FORMAT PRIOR TO PAVING THE STREETS.
10. PRIVATE WATER SYSTEM FIRE LINES SHALL BE TESTED BY THE CONTRACTOR TO 200 PSI FOR 2 HOURS.
11. PRIVATE WATER SYSTEM FIRE LINES SHALL BE DUCTILE IRON PIPING FROM THE WATER MAIN TO THE BUILDING SPRINKLER SYSTEM, AND 200 PSI C900 PVC FOR ALL OTHERS.
12. PUBLIC WATER SYSTEM MAINS SHALL BE 150 PSI C900 PVC OR DI AND TESTED BY THE CONTRACTOR AT 150 PSI FOR 4 HOURS.
13. ALL BENDS AND CHANGES IN DIRECTION ON WATER MAINS SHALL BE RESTRAINED AND THRUST BLOCKED.
14. LONG FIRE HYDRANT LEADS SHALL BE RESTRAINED.
15. ALL WATER LINES ARE TO BE BACTERIA TESTED BY THE CONTRACTOR ACCORDING TO THE CITY STANDARDS AND SPECIFICATIONS.
16. WATER AND SEWER MAIN CROSSINGS SHALL MEET ALL REQUIREMENTS OF THE TCEQ AND THE CITY.
17. LIBERTY HILL FIRE DEPARTMENT:
    FIRE HYDRANTS MUST BE INSTALLED WITH THE CENTER OF THE FIVE (5) INCH STEAMER OPENING AT LEAST 18 INCHES ABOVE FINISHED GRADE. THE FIVE (5) INCH OPENING MUST FACE THE DRIVEWAY OR STREET AND MUST BE TOTALLY UNOBSTRUCTED TO THE STREET. FIRE HYDRANT DESIGN SHALL BE 2- 2.5" NST OUTLETS, 1 - 5.0" STORZ CONNECTION WITH A CAP TO INCLUDE A HEX NUT TO FIT A HYDRANT WRENCH ALONG WITH A REFLECTIVE BAND. THE FIRE HYDRANT SHALL BE PAINTED SILVER IN COLOR AND DESIGNATED BY A BLUE REFLECTOR IN THE CENTER OF THE STREET.

REV NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
TBPE REG. F-2271 TBPLS REG. 10046701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.836.9918 FAX 512.832.7237
WWW.COBBFENDLEY.COM

GENERAL NOTES

CR 258 EXTENSION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY

PROJ NO:	1663.099.10
DESIGN:	K. VAN HOOSER
DRAWN:	H. NEWTON
CHECK:	L. PRINCE
APP'R:	K. VAN HOOSER
DATE:	AUGUST 26, 20

STATE OF TEXAS
KRISTEN VAN HOOSER
136882
LICENSED
PROFESSIONAL ENGINEER
8/26/2021

SHEET
C-002
2 of 14

Dwg Info: G:\CFA\2014\0308901_Williamson_County_2015_Road_Bond\WIP\15_CR_258_Extension\DESIGN\C-003_GNOT.dwg - Tab: GEN_NOTES - Plotted: 8/26/2021 4:48 PM By: HOPE NEWTON

SUMMARY OF WATERLINE QUANTITIES

LOCATION	CIP11.06.B	G4.05.C	G6.09	W1.17.A	W1.17.A.2	W1.17.A.6	W2.10.AR.4	W2.10.A.R.12	W2.10.A.12	W2.10.B4X4	W2.10.B12X12	W3.21.A12
	Trench Excavation Safety Protection System (All Depths)	Concrete Trench Cap (6" Thick, 2000 PSI)	Protective Fencing Type A Chain Link Fence	Ductile Iron Fittings	Pipe, 2" Dia. HDPE, Complete in Place, Including Excavation and Backfill	Pipe, 6" Dia. DI CL-350 (Restrained), Complete in Place, Including Excavation and Backfill	Pipe, 4" Dia. PVC C-900 (Restrained), Complete in Place, Including Excavation and Backfill	Pipe, 12" Dia. PVC C-900 (Restrained), Complete in Place, Including Excavation and Backfill	Pipe, 12" Dia. PVC C-900, Complete in Place, Including Excavation and Backfill	Wet Connections, 4"x4"	Wet Connections, 12"x12"	Valves, Gate 12" Dia.
	LF	CY	LF	TON	LF	LF	LF	LF	LF	EA	EA	EA
C-101	437.00			0.25		7.00	2.00	203.00	225.00	1		1
C-102	450.00								450.00			
C-103	395.00	5.00		0.21				243.00	152.00		1	
C-104 & C-105	207.00			0.36	81.00			127.00			2	
C-201			25.00									
PROJECT TOTALS	1489.00	5.00	25.00	0.82	81.00	7.00	2.00	573.00	827.00	1.00	3.00	1.00

SUMMARY OF WATERLINE QUANTITIES

LOCATION	W3.21.A.FH	W4.04.4	W4.04.24	SP.W2.10.C	SP.W2.10.D4	SP.W2.10.D12	SP.W2.10.E4	SP.W3.21.E	SP.W3.21.F	SP.W3.21.G	SP.WW1.13.C
	Fire Hydrant Assembly, Including 6" Gate Valve and Fittings	Encasement Pipe, 4" Dia., PVC	Encasement Pipe, 24" Dia., Steel	Relocating Existing Service as New Service, and Connecting New Service to Existing Private Service, Complete and In Place; Relocation and New Connection shall include the cost of private side plumbing coordination and labor for connection to new meter location, driveway trench repair, licensed plumber mobilization and relocation, permit and inspection fees, and all other incidentals necessary to complete the connection to the new meter locations	Restrain Existing PVC Pipe, 4" Diameter; Includes bell joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length called for on the plans, but shall be restrained up to the next joint	Restrain Existing Pipe, 12" Diameter; Includes bell joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length called for on the plans, but shall be restrained up to the next joint	4" Transition Kit from PVC C-900 to PVC SDR-26	Adjust existing water valve riser box to final grade	Adjust existing fire hydrant to final grade	Adjust existing air vent pipe to final grade	Major Manhole Height Adjustment
	EA	LF	LF	EA	EA	EA	EA	EA	EA	EA	EA
C-101	1		60.00		1		1				
C-102											
C-103			94.00			1					
C-104 & C-105		32.00	12.00	1		2					
C-201								4	1	1	2
PROJECT TOTALS	1.00	32.00	166.00	1.00	1.00	3.00	1.00	4.00	1.00	1.00	2.00

Dwg Info: G:\CAD\2014\0308501_Williamson_County_2013_Road_Bond\MAIN\35_CR-258-Extension\DESIGN\C-002-QNTY.dwg - Tab: EST QTY - Plotted: 5/19/2022 10:51 AM By: KRISTEN VAN HOOSER

CobbFendley
TBPE REG. # 284 • TBPLS REG. 10064501
505 EAST HUNTLAND DRIVE, SUITE 150
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

REV NO. | REVISION DESCRIPTION | APPROVED BY | DATE

SUMMARY OF WATERLINE QUANTITIES

CR 258 EXTENSION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY

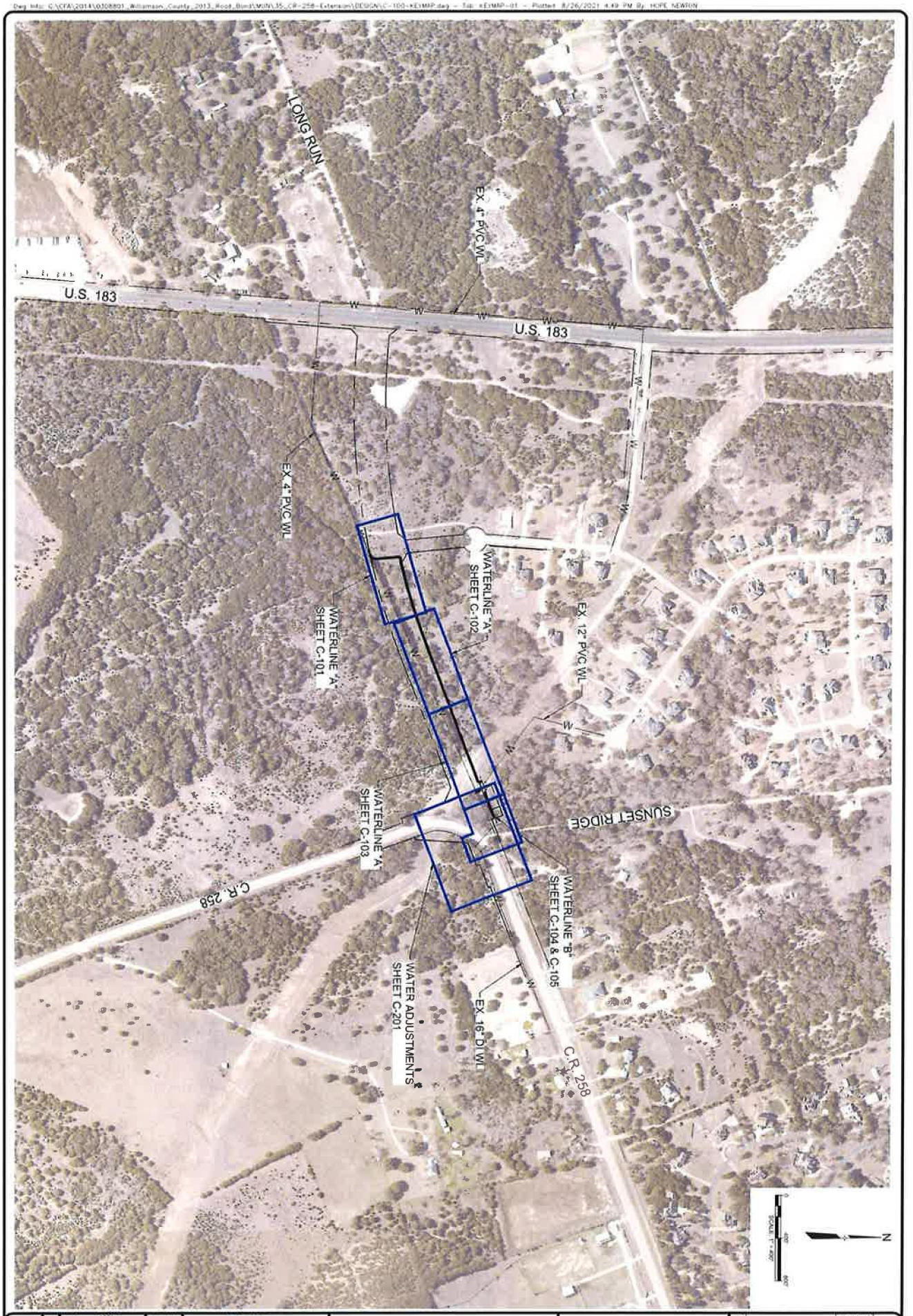
PROJ NO: 1903-000-15
DESIGN: K. VAN HOOSER
DRAWN: H. NEWTON
CHECK: L. PRINCE
APPR: K. VAN HOOSER
DATE: MAY 19, 2022

STATE OF TEXAS
KRISTEN VAN HOOSER
136882
LICENSED PROFESSIONAL ENGINEER
5/19/2022

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO RELEASE FOR CONSTRUCTION AND PERMIT

SHEET
C-003
3 of 13

Dwg Info: G:\CFA\2014\0308801_Williamson_County_2013_Road_Bond\MGN\35_CR-258-Extension\DESIGN\C-100-KEYMAP.dwg -- Tab: KEYMAP-01 -- Plotted: 8/26/2021 4:49 PM By: HOPE NEWTON



SHEET C-100

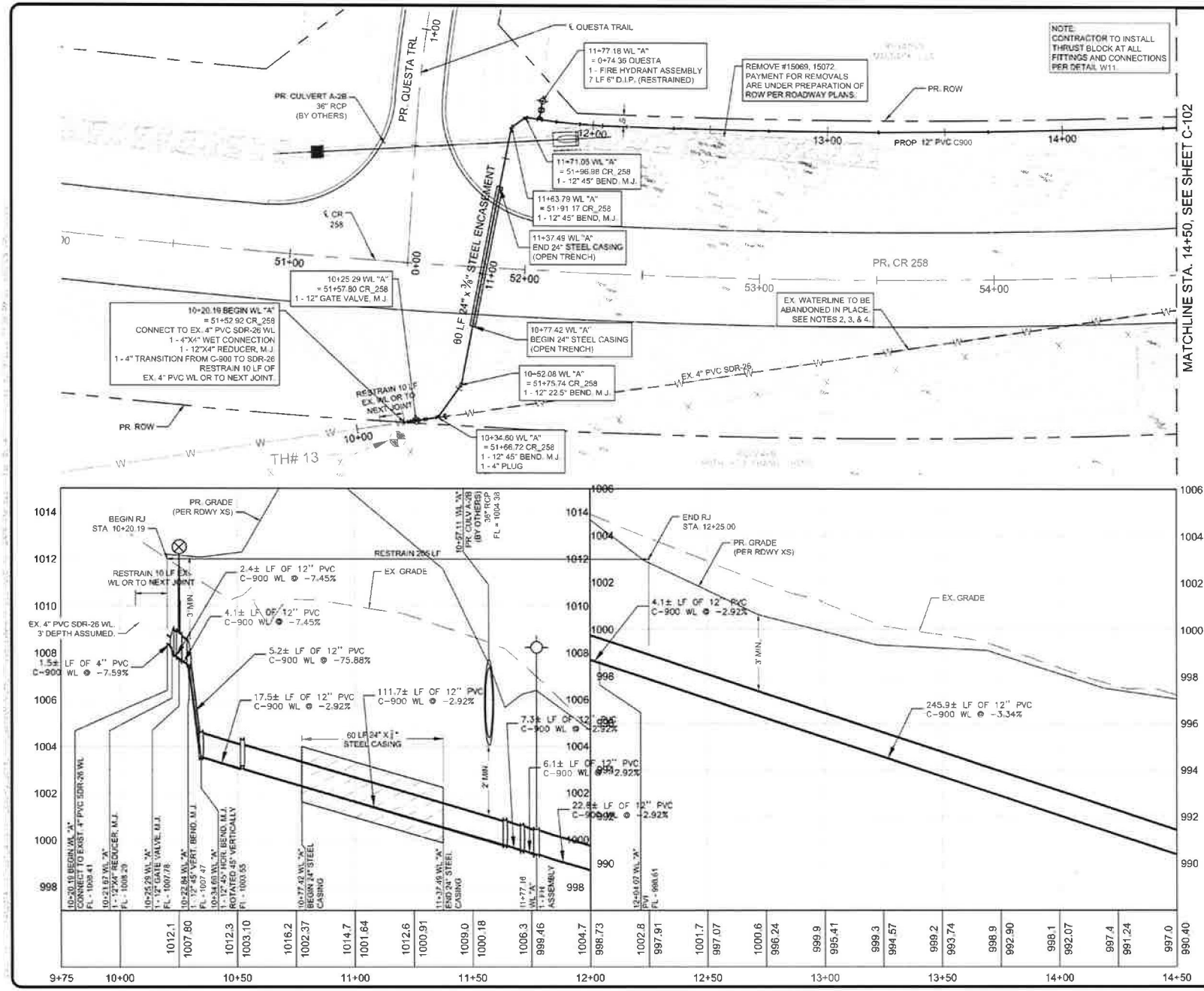
WILLIAMSON COUNTY

KEY MAP

CR 258 EXTENSION
GEORGETOWN, TEXAS

CobbFendley
505 EAST HUNTLAND DRIVE, SUITE 150
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

REV NO	REVISION DESCRIPTION	APPROVED BY	DATE



LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- "TEMP. CONST. ESMT."
- W — EX. WATER
- PR. WATER
- WW — EX. WASTEWATER
- SD — EX. STORM DRAIN
- PR. STORM DRAIN
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER VALVE
- EX. WATER METER
- EX. FIRE HYDRANT
- PR. WATER VALVE
- EXISTING TREE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. EXISTING 4" AND 12" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW 12" MAIN IS CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
3. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
4. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL. SUBSIDIARY TO COST OF PIPE, NO SEPARATE PAY. EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
5. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION. TREE REMOVAL AND REQUIRED MITIGATION ARE NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
6. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY IS NOT INCLUDED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
7. CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

EXISTING GRADE / FLOW LINE OF PIPE
1011.7 / 1008.79

PROFILE SCALE
1"=40' HORIZ
1"=4' VERT.

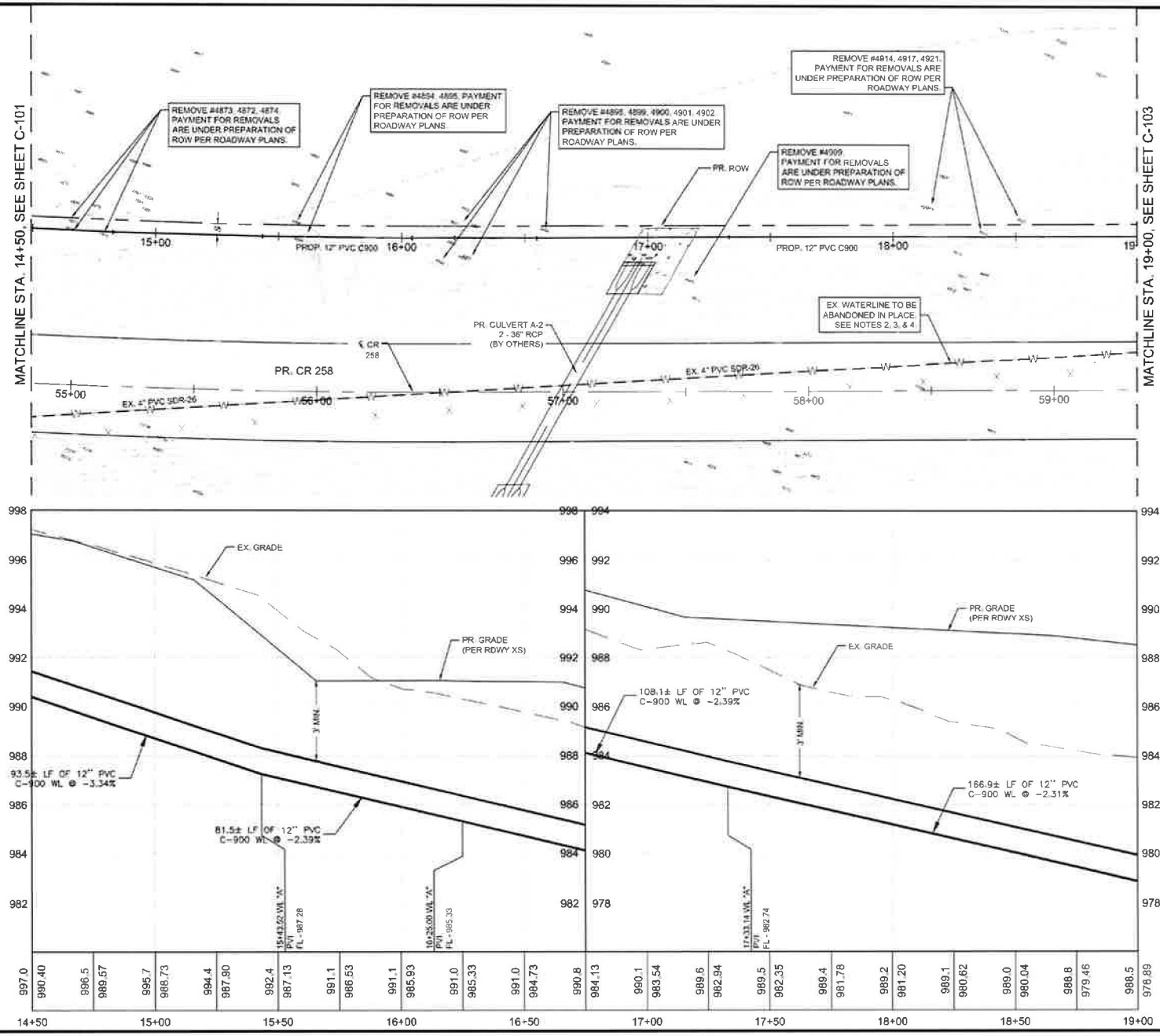
CobbFendley
TBPE FIRM # 4 | TBPLS FIRM # 10194101
504 BAT CAVE DRIVE, SUITE 101
AUSTIN, TEXAS 78733
512.837.7300 FAX 512.837.4327
WWW.COBBFENDLEY.COM

WATERLINE "A" - STA. 10+00
TO 14+50 PLAN & PROFILE

CR 258 EXTENSION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY

SHEET
C-101
5 of 13





LEGEND

- EX. RIGHT-OF-WAY
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- TEMP. CONST. EASMT.
- W — EX. WATER
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- EX. WATER METER
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- PR. WATER VALVE
- EXISTING TREE

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5. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION. TREE REMOVAL AND REQUIRED MITIGATION ARE NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PSME.
6. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY IS NOT INCLUDED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PSME.
7. CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

EXISTING GRADE
1011.7
FLOW LINE OF PIPE
1008.79

PROFILE SCALE
1"=40' HORIZ
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
ENGINEERING • SURVEYING • ENVIRONMENTAL
305 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
(512) 837-8300 FAX (512) 832-7727
WWW.COBBFENDLEY.COM

WATERLINE "A" - STA. 14+50 TO 19+00 PLAN & PROFILE

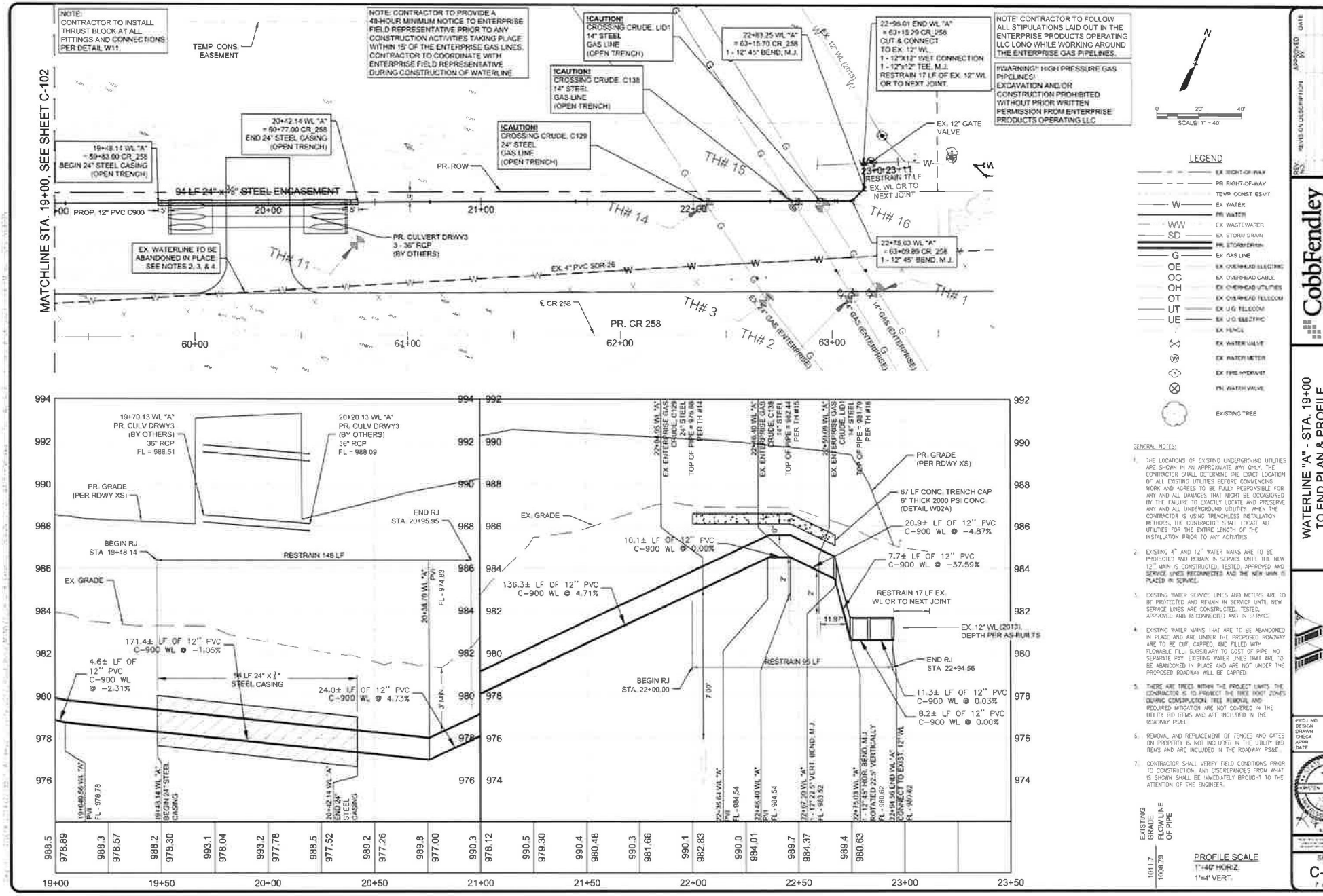
CR 258 EXTENSION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY

PROJ. NO.	1100.01.05
DESIGN	K. VANHOOSER
DRAWN	K. VANHOOSER
CHECK	J. PRINCE
SUPV.	K. VANHOOSER
DATE	MAY 19, 2022

KRISTEN VAN HOOSER
103743
REGISTERED PROFESSIONAL ENGINEER
5/19/2022

SHEET
C-102
6 of 13



GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. EXISTING 4" AND 12" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW 12" MAIN IS CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
3. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
4. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL. SUBSIDIARY TO COST OF PIPE. NO SEPARATE PAY. EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
5. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION. TREE REMOVAL AND REQUIRED MITIGATION ARE NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
6. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY IS NOT INCLUDED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
7. CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

CobbFendley
505 E. HUNTLAND DRIVE, SUITE 100
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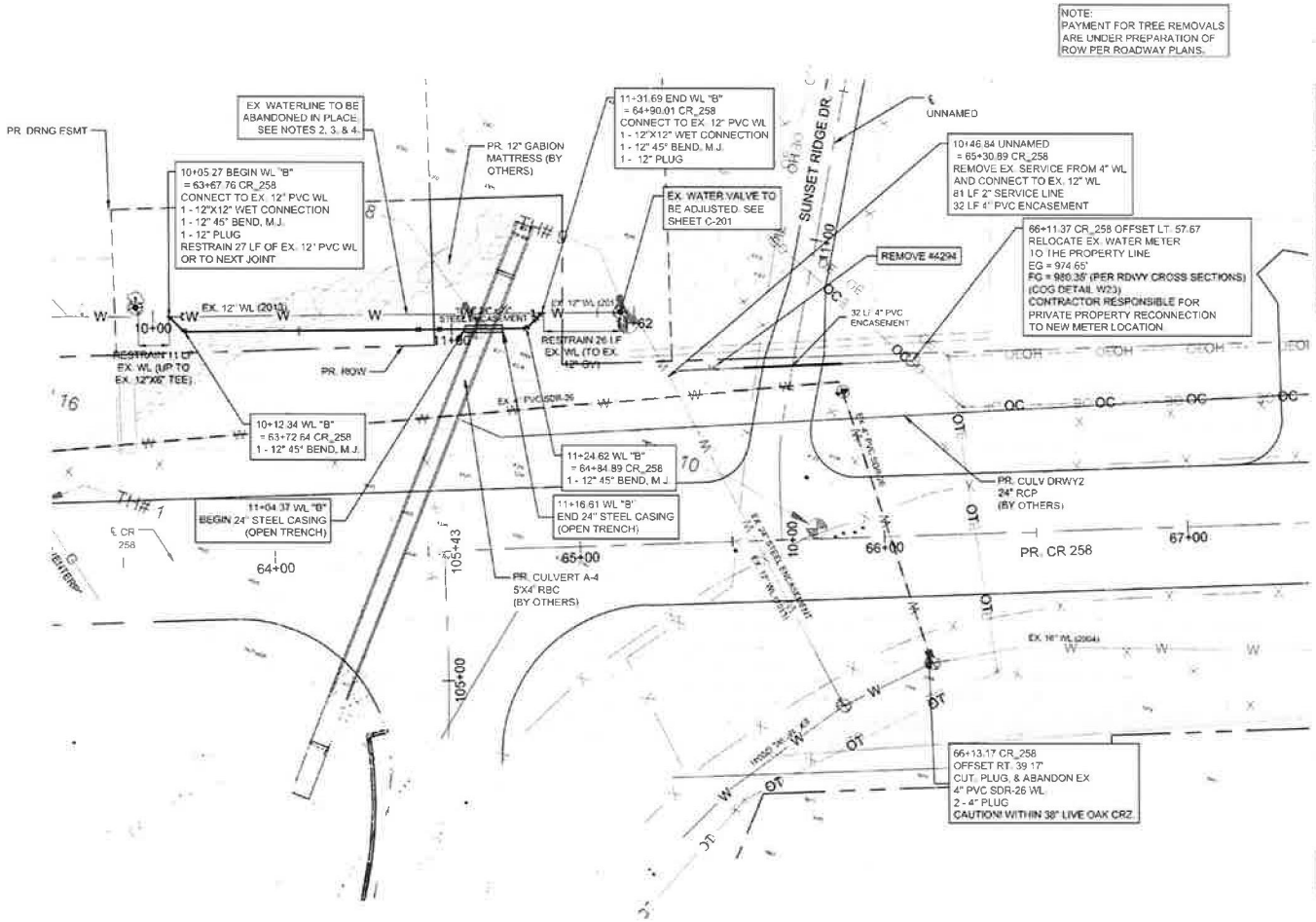
WWW.COBBFENDLEY.COM

WATERLINE "A" - STA. 19+00 TO END PLAN & PROFILE
CR 258 EXTENSION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY

PROJ. NO. 14023-099-10
DESIGN K. VAN HOUSE
DRAWN J. NEWTON
CHECK L. PIERCE
APPR. K. VAN HOUSE
DATE AUGUST 26, 2015

SHEET
C-103
7 of 14



NOTE:
PAYMENT FOR TREE REMOVALS ARE UNDER PREPARATION OF ROW PER ROADWAY PLANS.

NOTE:
CONTRACTOR TO INSTALL THRUST BLOCK AT ALL FITTINGS AND CONNECTIONS PER DETAIL W11.

NOTE:
COST OF NEW METER RELOCATION THAT INVOLVES PERFORMING WORK OUTSIDE THE R.O.W. SHALL INCLUDE THE FOLLOWING: PRIVATE SIDE PLUMBING COORDINATION AND LABOR FOR CONNECTION TO NEW METER LOCATION, LICENSED PLUMBER MOBILIZATION AND RELOCATION, PERMIT AND INSPECTION FEES, AND ALL ASSOCIATED COST FOR PERFORMING THIS WORK.

NOTE
SEE WATERLINE "B" PROFILE ON SHEET C-105.



LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- W — EX. WATER
- PR. WATER
- WW — EX. WASTEWATER
- SD — EX. STORM DRAIN
- PR. STORM DRAIN
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FLUME
- EX. WATER VALVE
- EX. WATER METER
- EX. FIRE HYDRANT
- PR. WATER VALVE
- EXISTING TREE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. EXISTING 4" AND 12" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW 12" MAIN IS CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
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EXISTING GRADE
FLOW LINE OF PIPE
10117
1000.79

PROFILE SCALE
1"=40' HORIZ
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
ENGINEERS • SURVEYORS • PLANNERS
595 EAST HUTTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.837.7027 FAX: 512.837.7727
WWW.COBBFENDLEY.COM

WATERLINE "B" PLAN

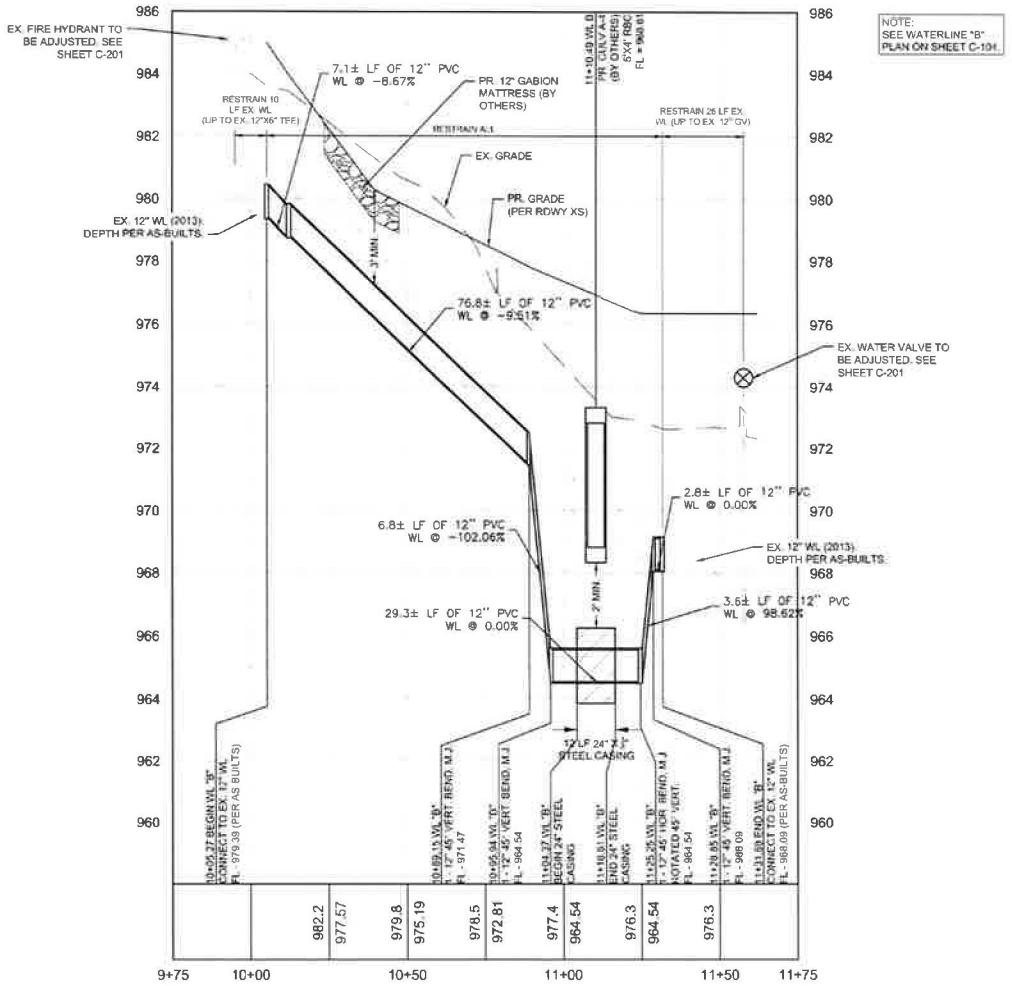
CR 258 EXTENSION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY

DESIGN	K. VAN HOOSIER
DRAWN	M. NEWTON
CHECK	L. PRINCE
APPR.	K. VAN HOOSIER
DATE	NOV. 19, 2022

KRISTEN VAN HOOSIER
103883
LICENSED PROFESSIONAL ENGINEER
11/19/2022

SHEET
C-104
8 of 13



NOTE:
SEE WATERLINE "B" PLAN ON SHEET C-104.



LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT
- W — EX. WATER
- PR. WATER
- WW — EX. WASTEWATER
- SD — EX. STORM DRAIN
- PR. STORM DRAIN
- G — EX. GAS LINE
- OE — EX. OVERHEAD ELECTRIC
- OC — EX. OVERHEAD CABLE
- OH — EX. OVERHEAD UTILITIES
- OT — EX. OVERHEAD TELECOM
- UT — EX. U.G. TELECOM
- UE — EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER VALVE
- EX. WATER METER
- EX. FIRE HYDRANT
- PR. WATER VALVE
- EXISTING TREE

GENERAL NOTES:

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EXISTING GROUND FLOW LINE OF PIPE

1011.7
1008.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
TBPE FIRM F-674 | TBPLS FIRM LSS-10142
360 EAST 1ST STREET, SUITE 100
AUSTIN, TEXAS 78701
512.834.9788 | FAX 512.834.7727
WWW.COBBFENDLEY.COM

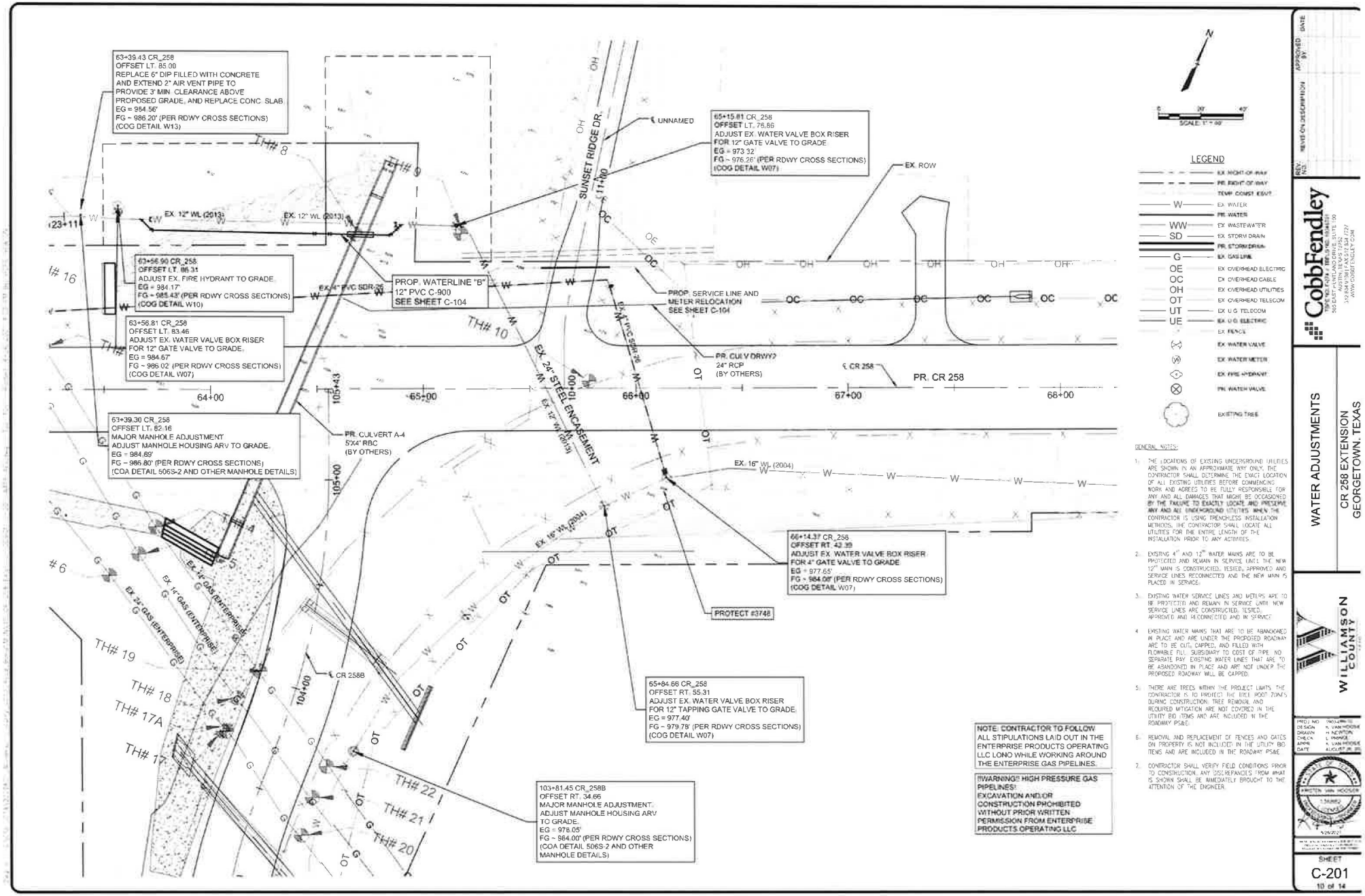
WATERLINE "B" PROFILE
CR 258 EXTENSION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY

PROJ. NO.	1903.099.10
DESIGN	K. VAN HOOSE
DRAWN	E. NEWTON
CHECK	L. FRANCIS
APPR.	K. VAN HOOSE
DATE	AUGUST 29, 2025

KRISTEN VAN HOOSE
130662
LICENSED
PROFESSIONAL ENGINEER
8/29/2025

SHEET
C-105
9 of 14



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APPROVED BY | DATE
REVISION DESCRIPTION
NO.

CobbFendley
TBPE NO. F-439 / TBPLS NO. 10194381
500 SOUTH I-35, SUITE 100
AUSTIN, TEXAS 78741
512.837.1307 FAX 512.837.1327
WWW.COBBFENDLEY.COM

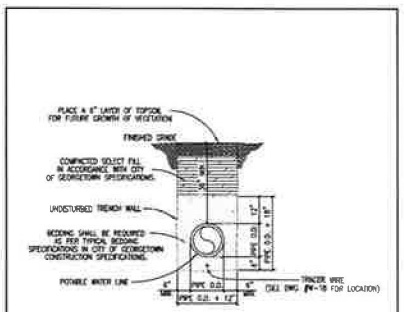
WATER ADJUSTMENTS
CR 258 EXTENSION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY

PROJ. NO.	19034.000
DESIGN	S. VAN HOOSE
DRAWN	H. NORTON
CHECK	L. PRANGE
APPR.	S. VAN HOOSE
DATE	AUGUST 26, 2021

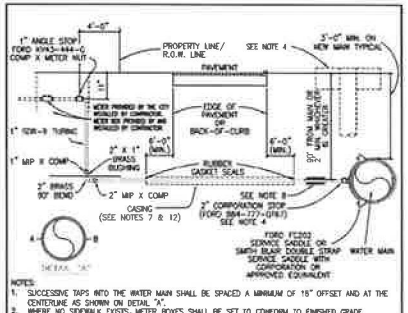
STATE OF TEXAS
STEVEN VAN HOOSE
103982
LICENSED PROFESSIONAL ENGINEER
9/25/2021

SHEET
C-201
10 of 14



The Architect/Engineer assumes responsibility for appropriate use of this standard.

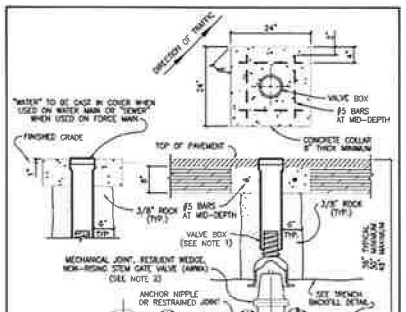
CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS
TRENCH AND EMBEDMENT DETAIL UNDER NON-PAVED AREAS
ADOPTED 6/21/2006 — W02



NOTES:
1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18" OFFSET AND AT THE CENTERLINE AS SHOWN ON DETAIL "A".
2. WHERE NO SIDEWALK EXISTS, METER BOXES SHALL BE SET TO CONFORM TO FINISHED GRADE.
3. AUTHORIZED SERVICE LINE MATERIAL: POLYETHYLENE TUBING SHALL BE SDR-9, CLASS 200, SDR TUBING SHALL HAVE STAINLESS STEEL STIFFENERS
4. ROTATE THE CORPORATION STOP SO THAT THE OPERATING NUT IS ACTUATED FROM THE VERTICAL POSITION RATHER THAN THE HORIZONTAL SIDE STD. RISER FOR CORP. STOP DETAIL (DWG # W08)
5. SERVICE LINES SHALL BE CONTINUOUS FROM CORPORATION STOP TO CORPORATION STOP WITH NO FITTINGS IN BETWEEN.
6. SERVICE CASING SHALL NOT BE INSTALLED BY WATER JETTING UNDER ROADWAY.
7. CASING REQUIRED FOR ALL PAVEMENT CROSSINGS. 4" SDR-26 REQUIRED FOR OPEN-CUT. STEEL CASING PIPE REQUIRED FOR JACK AND BORE. LIMITS OF CASING SHOULD EXTEND SIX FEET BEYOND THE EDGE OF PAVEMENT OR BACK-OF-CURB.
8. BEDDING MATERIAL AS PER CITY OF GEORGETOWN CONSTRUCTION SPECIFICATIONS.
9. ANY VARIATIONS ON FITTINGS MUST BE APPROVED BY THE CITY ENGINEER.
10. METER BOX TO BE CAPABLE OF HOUSING ITRON AUTOMATIC METER READING DEVICE. USE DFW-PLASTICS, INC. PART NO. 1200.SSAMR OR APPROVED EQUAL.
11. ALL SERVICE LINES SHALL BE PLACED 90° PERPENDICULAR TO THE ROADWAY. SEE DETAIL W23.
12. CASING SHALL EXTEND OUT TO WITHIN 4' INSIDE OF THE R.O.W. LINE, ON BOTH SIDES.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

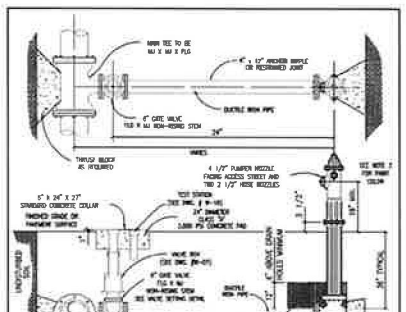
CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS
TYPICAL WATER SERVICE-ELEVATION
ADOPTED 01/23/2013 — W03



NOTES:
1. VALVE BOX SHALL BE 5 1/4" CAST IRON ADJUSTABLE HAVING AN ADJUSTABLE RANGE OF + OR - 6 INCHES FROM INSTALLED FINISH GRADE.
2. ACCEPTABLE GATE VALVES ARE:
   A. AMERICAN FLOW CONTROL - SERIES 2500
   B. MUELLER - 2360 SERIES
   C. CLOW

The Architect/Engineer assumes responsibility for appropriate use of this standard.

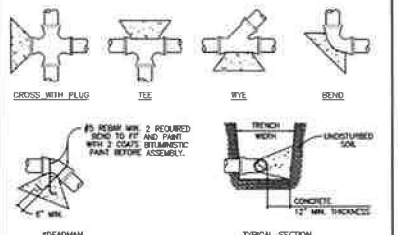
CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS
TYPICAL VALVE SETTING
ADOPTED 6/21/2006 — W07



NOTES:
1. FIRE HYDRANT SHALL BE INSTALLED ON SAME SIDE OF ROAD AS WATER MAIN.
2. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
3. ALL FIRE HYDRANT EXTENSIONS SHALL BE FACTORY PRIMED AND PAINTED SILVER USING A HIGH GRADE ENAMEL.
4. HEEL AND THRUST BLOCKS TO REST IN UNDISTURBED SOIL.
5. THE ONLY FIRE HYDRANTS ACCEPTABLE ARE:
   A. KENNEDY - K81
   B. AMERICAN DARLING - B84B
   C. CLOW MEDALLION
6. DOUBLE BLUE REFLECTION "PIPE-LINER" BRAND, MANUFACTURED BY PAVEMENT MARKINGS INC. TO BE INSTALLED AT GEORGETOWN ST STREET PERPENDICULAR TO HYDRANT.
7. ALL METALLIC PIPES AND FITTINGS SHALL BE WRAPPED WITH 8 MIL. POLYETHYLENE FILM.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS
TYPICAL FIRE HYDRANT INSTALLATION
ADOPTED 6/21/2006 — W10



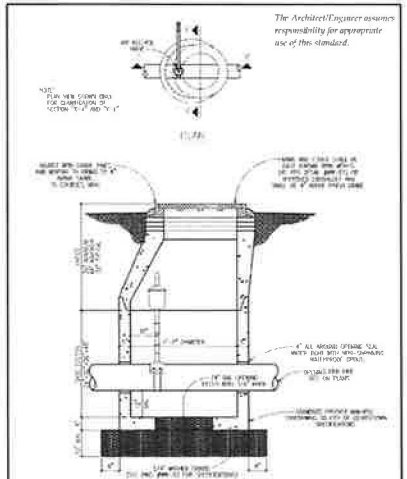
ALL THRUST BLOCKS SHALL BE FORMED. LAID FORMS SHALL BE INSPECTED BY THE CITY OF GEORGETOWN PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED BY THE CITY OF GEORGETOWN PRIOR TO COVERING TYPICAL LOCATIONS WHICH REQUIRE CONCRETE REACTION (THRUST) BLOCKS. FOR PRESSURE MAINS FOUR INCHES (4") AND GREATER, CONCRETE SHALL HAVE 2,500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND BEAR AGAINST UNDISTURBED STABLE SOILS. AREA OF CONTACT SHALL BE GOVERNED BY PIPE SIZE, MAXIMUM PRESSURE IN PIPE, AND BEARING CAPACITY OF SOIL. PROTECT FITTINGS, BOLTS, ETC., BY COVERING WITH VISQUEEN OR OTHER ACCEPTABLE MATERIAL. CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK.

PIPE SIZE	THRUST BLOCK AREA REQUIRED	PIPE SIZE	THRUST BLOCK AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	18"	30.0 SQ. FT.	VALUES ARE FOR 90° BENDS, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. PLUS 33% SAFETY FACTOR FOR OTHER SOILS AND PRESSURES. THE AREA REQUIRED IS IN DIRECT PROPORTION.
6"	4.5 SQ. FT.	20"	37.0 SQ. FT.	
8"	6.6 SQ. FT.	24"	53.0 SQ. FT.	
10"	10.0 SQ. FT.	27"	88.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	98.0 SQ. FT.	
14"	18.0 SQ. FT.	36"	127.0 SQ. FT.	
16"	24.0 SQ. FT.			

* THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

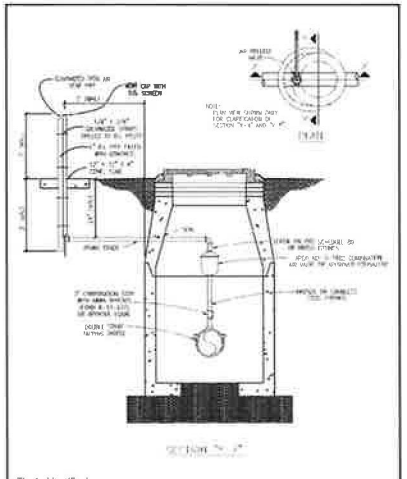
The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS
TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAIN
ADOPTED 6/21/2006 — W11



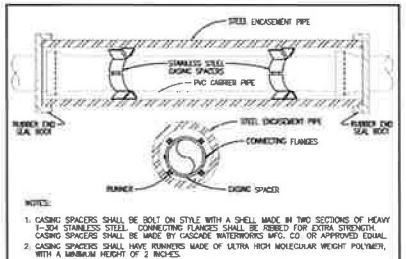
The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS
STANDARD AIR RELEASE VALVE FOR WATER MAIN
ADOPTED 6/21/2006 — W12



The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS
STANDARD AIR RELEASE VALVE FOR WATER MAIN
ADOPTED 6/21/2006 — W13



NOTES:
1. CASING SPACERS SHALL BE BOLT ON STYLE WITH A SHELL MADE IN TWO SECTIONS OF HEAVY T-304 STAINLESS STEEL. CONNECTING FLANGES SHALL BE RIBBED FOR EXTRA STRENGTH. CASING SPACERS SHALL BE MADE BY CASCADE WATERWORKS MFG. CO. OR APPROVED EQUAL.
2. CASING SPACERS SHALL HAVE RUNNERS MADE OF ULTRA HIGH MOLECULAR WEIGHT POLYMER, WITH A MINIMUM HEIGHT OF 2 INCHES.
3. DO NOT USE WEDGES BETWEEN TOP OF PVC CARRIER PIPE AND INSIDE OF CASING TO KEEP PVC FROM MOVING.
4. PRIOR TO INSERTING PVC CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS WILL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH OPENINGS OF THE ENCASEMENT PIPE AND SPACED NO GREATER THAN 6 FEET THROUGHOUT THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL 35,000 PSI YIELD STRENGTH WITH THICKNESS ACCORDING TO THE FOLLOWING TABLE:
7. WHEN CASING IS REQUIRED UNDER PAVEMENT WITHIN THE R.O.W., THE CASING SHALL EXTEND OUT TO WITHIN 4' INSIDE OF THE R.O.W. LINE, ON BOTH SIDES.
8. ALL JOINTS SHALL BE RESTRAINED ON PVC CARRIER PIPE.

PIPE SIZE--CARRIER (DIAMETER)	PIPE SIZE--CASING (DIAMETER)(MIN.)	MINIMUM PIPE THICKNESS (INCHES)	
6"	16"		
8"	18"	1/4	0.2500
10"	20"	5/16	0.3125
12" - 14"	24"	3/8	0.3750
16" - 18"	30"	7/16	0.4375
20"	36"	1/2	0.5000
24"	42"	1/2	0.5000
30"	48"	1/2	0.5000

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS
INSTALLATION OF P.V.C. PIPE THROUGH CASING
ADOPTED 6/21/2006 — W14

REV NO	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
ENGINEERING · SURVEYING · ENVIRONMENTAL · TRANSPORTATION
504 E. RANKIN, SUITE 100 AUSTIN, TEXAS 78752
512.837.1307 | FAX 512.837.1327
TBPE FIRM REG. NO. F-2214 | TBPLS FIRM REG. NO. 10194150
WWW.COBBFENDLEY.COM

STANDARD WATER DETAILS - SHEET 1
CR 258 EXTENSION
GEORGETOWN, TEXAS

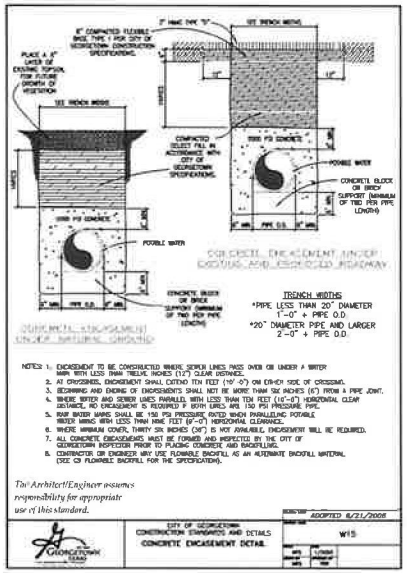
WILLIAMSON COUNTY

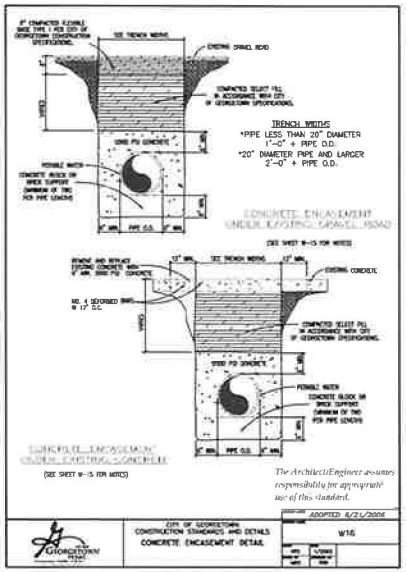
PROJ NO	1502-088-16
DESIGN	K. VAN HOOSIER
DRAWN	H. NEWTON
CHECK	L. PRINCE
APPR	K. VAN HOOSIER
DATE	AUGUST 24, 20

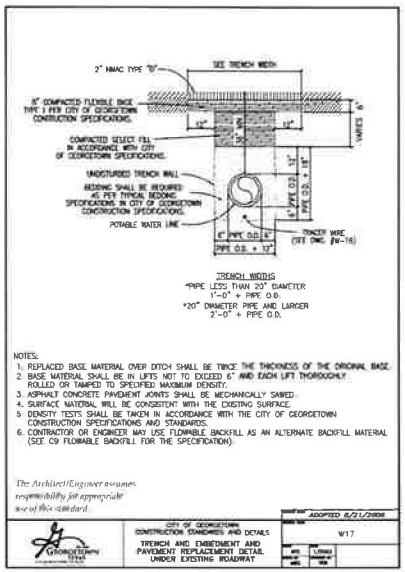
STATE OF TEXAS — KRISTEN VAN HOOSIER — 136582 — LICENSED PROFESSIONAL ENGINEER — 8/26/2021

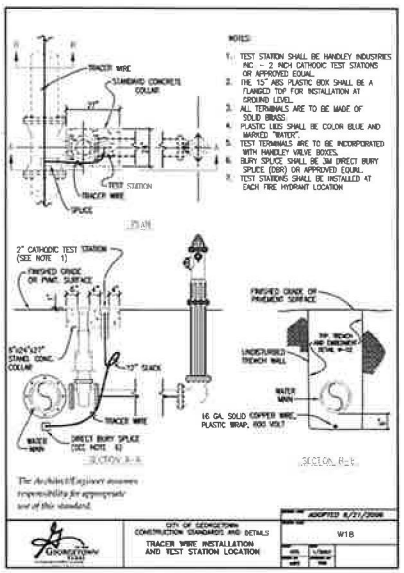
SHEET
C-501
11 of 14

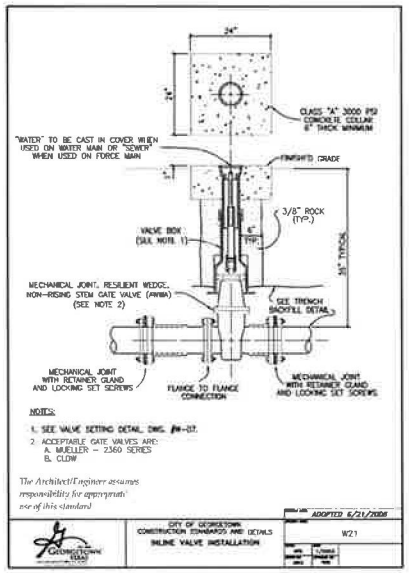
Dwg Info: C:\CFA\2014\030880\01_Williamson_County_2013_Road_Bond\WUN\35_CR-258_Extension\DESIGN\C-500-DETL_Cad1.dwg - Tab: DETL-01 - Plotted: 8/26/2021 4:50 PM By: HOPE NEWTON

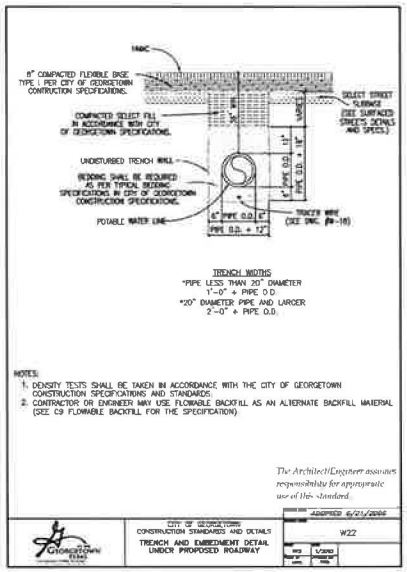


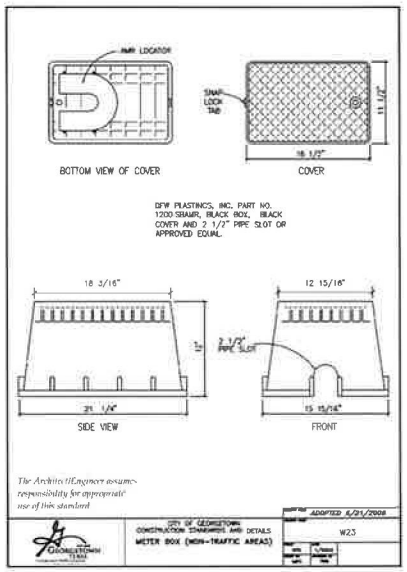


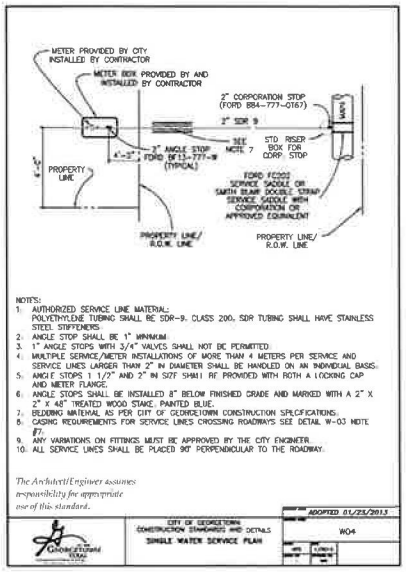












REV NO	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
ENGINEERS • SURVEYORS • PLANNERS
505 E. HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.834.9788 | FAX 512.834.7777
WWW.COBBFENDLEY.COM

STANDARD WATER DETAILS - SHEET 2

CR 258 EXTENSION
GEORGETOWN, TEXAS

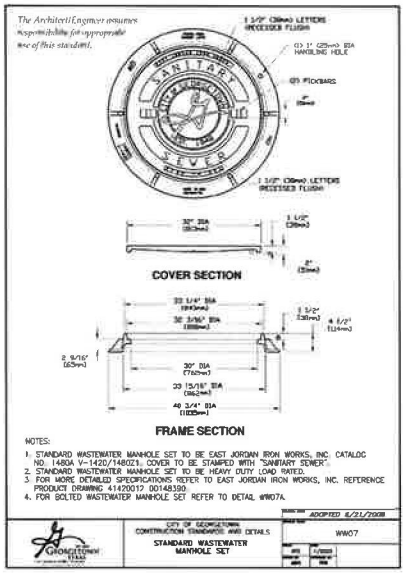
WILLIAMSON COUNTY

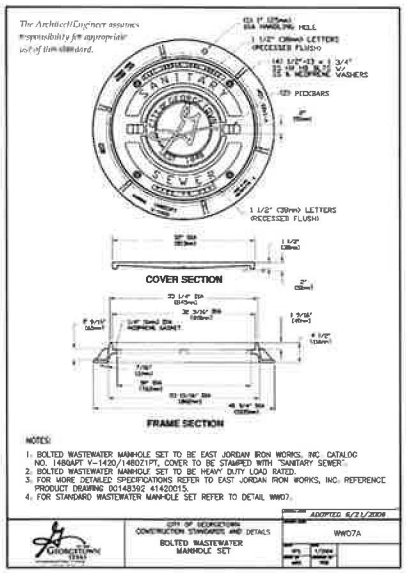
PROJ NO	1903-095-13
DESIGN	K. VAN HOOSER
DRAWN	H. NEWTON
CHECK	L. PRINCE
APPR	K. VAN HOOSER
DATE	AUGUST 24, 20

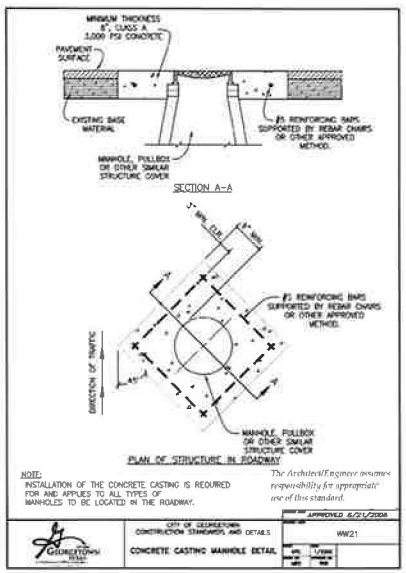
STATE OF TEXAS
KRISTEN VAN HOOSER
136882
LICENSED
PROFESSIONAL
ENGINEER
8/26/2021

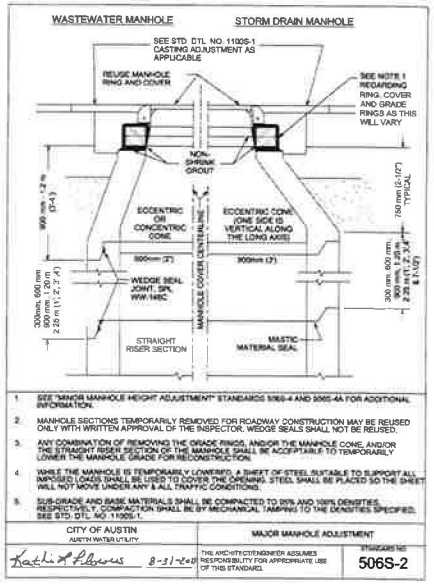
SHEET
C-502
12 of 14

Dwg Info: C:\CFA\2014\030880\1_Williamson_County_2013_Road_Bond\MAIN\35_CR_258_Extension\DESIGN\C-500-DETL_Coor.dwg - Tab: DETL-02 - Plotted: 8/26/2021 4:50 PM By: HOPE NEWTON









REV NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
1504 RR 620 S, SUITE 104
AUSTIN, TEXAS 78734
512.832.9698 | FAX 512.832.1939
TBPE NO. F-2214 | TBPLS NO. 10194201
WWW.COBBFENDLEY.COM

STANDARD WATER DETAILS - SHEET 3

CR 258 EXTENSION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY

PROJ NO.	1802-088-10
DESIGN	K. VAN HOOSIER
DRAWN	N. NEWTON
CHECK	L. PRINCE
APPR.	K. VAN HOOSIER
DATE	AUGUST 24, 20

STATE OF TEXAS
KRISTEN VAN HOOSIER
136882
LICENSED
PROFESSIONAL ENGINEER
8/26/2021

THESE DESIGN DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PRIOR TO REGULATORY APPROVAL AND PERMIT.

SHEET
C-503
13 of 14

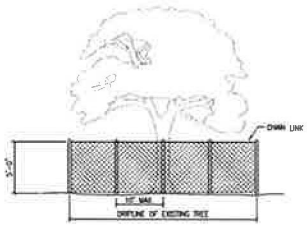
Dwg Info: G:\GTA\2014\0350601_Williamson_County_2013_Road_Bond\WIN\35_CR-258-Extension\DESIGN\C-500-DETL-CGT.dwg - Tabs: DETL-03 - Plotted: 8/26/2021 4:50 PM By: HOPE NEWTON

NOTE: THIS SECTION IS REQUIRED TO ASSIST THOSE PERSONS PREPARING WATER POLLUTION ABATEMENT PLANS (WPAP) OR STORM WATER POLLUTION PREVENTION PLANS (SWPP) THAT COMPLY WITH FEDERAL, STATE AND/OR LOCAL STORM WATER REGULATIONS.

1. THE CONTRACTOR IS TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/VEGETATION AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF PROJECT AND ORDER RESTORATION.
2. ALL PROJECTS WITHIN THE RECHARGE ZONE OF THE EDWARDS AQUIFER SHALL SUBMIT A BEST MANAGEMENT PRACTICES AND WATER POLLUTION AND ABATEMENT PLAN TO THE TNRCC FOR APPROVAL PRIOR TO ANY CONSTRUCTION.
3. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE APPROVED EROSION AND SEDIMENTATION CONTROL PLAN AND WASTE POLLUTION ABATEMENT PLAN. DEVIATIONS FROM THE APPROVED PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER'S REPRESENTATIVE.
4. ALL PLANTING, SEED OR SOME SETBACKS MAY E AND SOTTOMATE (1) EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING. IF PLANTING IS AUTHORIZED TO BE DONE OUTSIDE THE LIMITS SPECIFIED, THE SEED SHALL BE PLANTED WITH THE ADDITION OF WINTER FESCUE (ANNUAL RYE) AT A RATE OF 10#/ACRE/PLS. GRASS SHALL BE COMMON BERMUDA (UNHULLED), BAHIA OR PLANT LIVE SOD. ALL GRASS SEED SHALL BE FREE FROM NOXIOUS WEED, GRADE "A" RECENT CROP, HULLED AND DELIVER WITH APPROPRIATE TAGGAGE AT TIME OF WORK. SEED SHALL BE FURNISHED IN SEALED, STANDARD CONTAINERS WITH QUALITY GUARANTEED ANALYSIS.
5. ALL DISTURBED AREAS TO BE RESTORED AS NOTED IN THE WATER POLLUTION ABATEMENT PLAN.
6. THE PLANTED AREA TO BE WATERED OR SPRINKLED IN A MANNER THAT WILL NOT ERODE THE TOPSOIL, BUT WILL SATISFACTORILY SOAK THE SOIL TO A DEPTH OF FOUR (4) INCHES. THE IRRIGATION TO CONTINUE AT 10-DAY INTERVALS DURING THE FIRST TWO MONTHS TO INSURE GERMINATION AND ESTABLISHMENT OF THE GRASS. RAINFALL OCCURRENCES OF 1/2 INCH OR GREATER TO POSTPONE THE WATERING SCHEDULE ONE WEEK.
7. REVEGETATION TO BE ACCEPTABLE WHEN THE GRASS HAS GROWN TO AT LEAST 1-1/2 INCHES HIGH WITH 95% COVERAGE, PROVIDED NO BARE SPOTS LARGER THAN 25 SQUARE FEET EXIST.
8. A MINIMUM OF FOUR (4) INCHES OF TOPSOIL TO BE PLACED IN ALL AREAS DISTURBED BY CONSTRUCTION.
9. THE CONTRACTOR TO HYDROMULCH OR SOD (AS SHOWN ON PLANS) ALL EXPOSED CUTS AND FILLS UPON COMPLETION OF CONSTRUCTION.
10. EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINE.
11. TO AVOID SOIL COMPACTION, CONTRACTOR SHALL NOT ALLOW VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IN THE TREE DRIPLINE AREAS.
12. WHERE A FENCE IS CLOSER THAN FOUR (4) FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF EIGHT (8) FEET (OR TO THE LIMITS OF LOWER BRANCHING) AS NECESSARY TO USE THE FENCING.
13. TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
14. ANY ROOT EXPOSED BY CONSTRUCTION ACTIVITY TO BE PROMPTLY FILLED WITH THE SOIL BACKFILL. ROOT AREAS WITH GOOD QUALITY TOPSOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN TWO DAYS, COVER THEM WITH ORGANIC MATERIAL OR A BARRIER WHICH RETARDS SOIL DESICCATION AND PROMOTES WATER LOSS DUE TO EVAPORATION.
15. CUTTING OF ROOTS TO BE AVOIDED TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC, AND EQUIPMENT OPERATION. WHERE ROOTS ARE ENCOUNTERED (EXPOSED BY BRANCHES, ETC.), ALL EXPOSED PROBING TO BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES).
16. THE CONTRACTOR IS TO INSPECT THE CONTROLS OF INSTALLED MATERIALS AND WITHIN EVERY FOURFALL EXCEEDING 1/4 INCH TO VERIFY THAT EARTH HAVE NOT BEEN INADVERTENTLY DISTURBED. ANY ACCUMULATED SEDIMENT AFTER A SIGNIFICANT RAINFALL TO BE REMOVED AND PLACED IN THE OWNER DESIGNATED SPOIL LOCATION. SOIL THE CONTRACTOR TO CONDUCT PERIODIC INSPECTIONS OF ALL EROSION/SEDIMENTATION CONTROLS AND TO MAKE NEEDED REPAIRS OR MODIFICATIONS NECESSARY TO ENSURE CONTINUED EFFECTIVE OPERATION OF EACH DEVICE.
17. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL OR OTHER SUCH SOIL DEVELOPMENT IMMEDIATELY ADJACENT TO A PROTECTED TREE, ERECT THE FENCE APPROXIMATELY TWO TO FOUR FEET (2'-4') BEYOND TREE AREA IN QUESTION.
18. NO ABOVE AND/OR BELOW GROUND EQUIPMENT FUEL STORAGE FACILITIES TO BE STORED ON THE PROJECT SITE.
19. IF EROSION AND SEDIMENTATION CONTROL SYSTEMS ARE EXISTING FROM PRIOR CONTRACTS, OWNERS REPRESENTATIVE AND THE CONTRACTOR TO EXAMINE THE EXISTING EROSION AND SEDIMENTATION CONTROL SYSTEMS FOR DAMAGE PRIOR TO CONSTRUCTION. ANY DAMAGE TO PRECEDING EROSION AND SEDIMENTATION CONTROLS NOTED TO BE REPAIRED AT OWNERS EXPENSE.
20. INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM ACCIDENTAL SPILL TO BE REMOVED AND DISPOSED OF PROPERLY.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

GEORGETOWN TEXAS	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS EROSION AND SEDIMENTATION AND TREE PROTECTION NOTES	ADOPTED 8/21/2008 EC01A



NOTES:

1. TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING).
2. FENCES SHALL COMPLETELY SURROUND THE TREE, OR CLUSTERS OF TREES, WILL BE LOCATED AT THE OUTERMOST LIMIT OF THE TREE BRANCHES (DRIPLINE), AND WILL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
   A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC, OR STORAGE OF EQUIPMENT OR MATERIALS.
   B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN SIX INCHES (6") CUT OR FILL, OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE CITY.
   C. WOUNDS TO EXPOSED ROOTS, TRUNKS OR LIMBS BY MECHANICAL EQUIPMENT.
   D. OTHER ACTIVITIES DETRIMENTAL TO TREES, SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING AND FIRE.
3. EXCEPTIONS TO INSTALLING FENCES AT TREE DRIPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
   A. WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA.
   B. WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE NO CLOSER THAN SIX FEET (6'-0") TO BUILDING.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

GEORGETOWN TEXAS	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS TREE PROTECTION – CHAIN LINK FENCE	ADOPTED 8/21/2008 EC09

REV NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
ENGINEERING • SURVEYING • LAND PLANNING
309 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.837.7027 FAX 512.837.7327
WWW.COBBFENDLEY.COM

STANDARD ESC DETAILS

CR 258 EXTENSION
GEORGETOWN, TEXAS

WILLIAMSON COUNTY

PROJ. NO.	1902-099-15
DESIGN	K. VAN HOOSER
DRAWN	H. NEWTON
CHECK	L. PRINCE
APP'R	K. VAN HOOSER
DATE	AUGUST 26, 2021

STATE OF TEXAS
KRISTEN VAN HOOSER
136882
LICENSED
PROFESSIONAL ENGINEER
8/26/2021

SHEET
C-504
14 of 14

THESE DRAWINGS AND SPECIFICATIONS ARE AND SHALL REMAIN THE PROPERTY OF COBB FENDLEY & ASSOCIATES, INC. AND ARE NOT TO BE USED IN WHOLE OR PART FOR ANY PROJECT OTHER THAN THE ONE FOR WHICH THEY WERE PREPARED AND PUBLISHED.

Dwg Info: G:\CAD\2014\03098801_Williamson_County_2013_Road_Bond\WUNJ\5_CR-258-Extension\DESIGN\C-505-DETL-ESC_-_Plotted: 8/26/2021 4:50 PM By: HOPE NEWTON

Exhibit "B"

Effected Easement(s)

Exhibit "B"

Effected Easement(s)

Instrument#	Date Filed	Document Type	Grantor	Grantee
1985000971	1/10/1985	Easement	BROWN GARY F NATALIEVILLE LTD P/S	CHISHOLM TRAIL WATER SPL

Exhibit "C"
Amendment Document

AMENDMENT OF EASEMENT
CR 258 Right of Way

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

WHEREAS, on December 28, 1984, Natalieville, Ltd., a limited partnership ("Natalieville"), granted Chisholm Trail Special Utility District ("CTSUD") the Right-of-Way Easement recorded in Volume 1122, Page 934 of the Official Records of Williamson County, Texas (the "Original Easement") for the purposes of constructing, operating, and maintaining one or more potable waterlines across Natalieville's 413.01-acre property (the "Natalieville Property"); and,

WHEREAS, the Original Easement encumbered the entire Natalieville Property but was limited to a strip of land 15 feet in width, the center line thereof being the pipe line as installed; and

WHEREAS, on September 12, 2014, the Original Easement was assigned to the City of Georgetown, Texas ("City") according to Document No. 2014076202 of the Official Public Records of Williamson County, Texas, pursuant to the acquisition of CTSUD by City; and,

WHEREAS, Williamson County ("County") is in the process of realigning County Road 258 (the "Project"); said Project will overtake and encroach into the Original Easement and involve installation of roadway improvements that will conflict with the existing location of City's waterline within the Original Easement; and,

WHEREAS, on July 6, 2022, in furtherance of the Project, County acquired a 4.391-acre portion of the Natalieville Property from MACNAK, LLC, said 4.391 acres being more particularly described in a Deed recorded in Document No. 2022086632 of the Official Public Records of Williamson County, Texas (the "MACNAK Property"); and

WHEREAS, on July 6, 2022, in furtherance of the Project, County acquired a 2.053-acre portion of the Natalieville Property from Bruce E. Nakfoor, Trustee, said 2.053 acres being more particularly described in a Deed recorded in Document No. 2022086618 of the Official Public Records of Williamson County, Texas (the "Nakfoor Property")(together, the MACNAK Property and the Nakfoor Property shall hereinafter be referred to as the "County Property"); and

WHEREAS, County and City wish to cooperate in the relocation of a portion of the Original Easement and corresponding infrastructure within the County Property in order to allow the Project to move forward and protect City's water system with minimal impact to County, City, the Project, and area property owners; and,

WHEREAS, City and County have entered into an Interlocal Agreement dated _____, 2022, outlining the terms of the relocation of City's infrastructure (the "ILA");

NOW THEREFORE, in consideration of the completion of the construction of City's relocated infrastructure, City and County agree to the following:

1. The facts and recitals set forth above are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

2. City, as successor to CTSUD, and County, as a successor-in-interest to Natalieville, hereby agree to amend the easement area of the Original Easement within the boundaries of the County Property. From hereon and henceforth, the rights and interests of City to the Original Easement shall apply over, under, across, and through the entire 6.444 acres of the County Property; provided, however, the easement shall not exceed fifteen (15) feet in width, and the course and location of the easement shall be fixed and limited to a strip of land fifteen (15) feet in width, the centerline thereof being the new pipe line installed in accordance with the ILA, the water line relocation design plan sheet specifications prepared by CobbFendley Inc. dated August 26, 2021 attached thereto, and otherwise generally in the location as shown in Exhibit "A" attached hereto..

3. County shall be responsible for relocation of City's waterline from its current position to a new location in accordance with the ILA, the water line relocation design plan sheet specifications prepared by CobbFendley Inc. dated August 26, 2021 attached thereto, and otherwise generally in the location as shown in Exhibit "A" attached hereto.

4. Nothing herein shall operate to release the perpetual easement granted to City by the Original Easement, and said perpetual easement shall remain in full force and effect.

5. Nothing herein shall operate to amend any description of the easement area of the Original Easement across property that is not owned by County, and said perpetual easement shall remain in full force and effect and unamended as to properties that are not the County Property.

[*Signatures on the Following Pages*]

EXECUTED this ____ day of _____, 2022.

CITY OF GEORGETOWN

By: _____
David Morgan, City Manager

APPROVED AS TO FORM, ONLY:

_____

_____, City Attorney

STATE OF TEXAS §
§ **CORPORATE ACKNOWLEDGMENT**
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared **David Morgan**, a person known to me, in his capacity as the **City Manager for the City of Georgetown**, a Texas home-rule municipal corporation situated in Williamson, County, Texas, and acknowledged to me that he executed this Amendment of Easement on behalf of the City of Georgetown, for the purposes herein expressed.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

_____
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

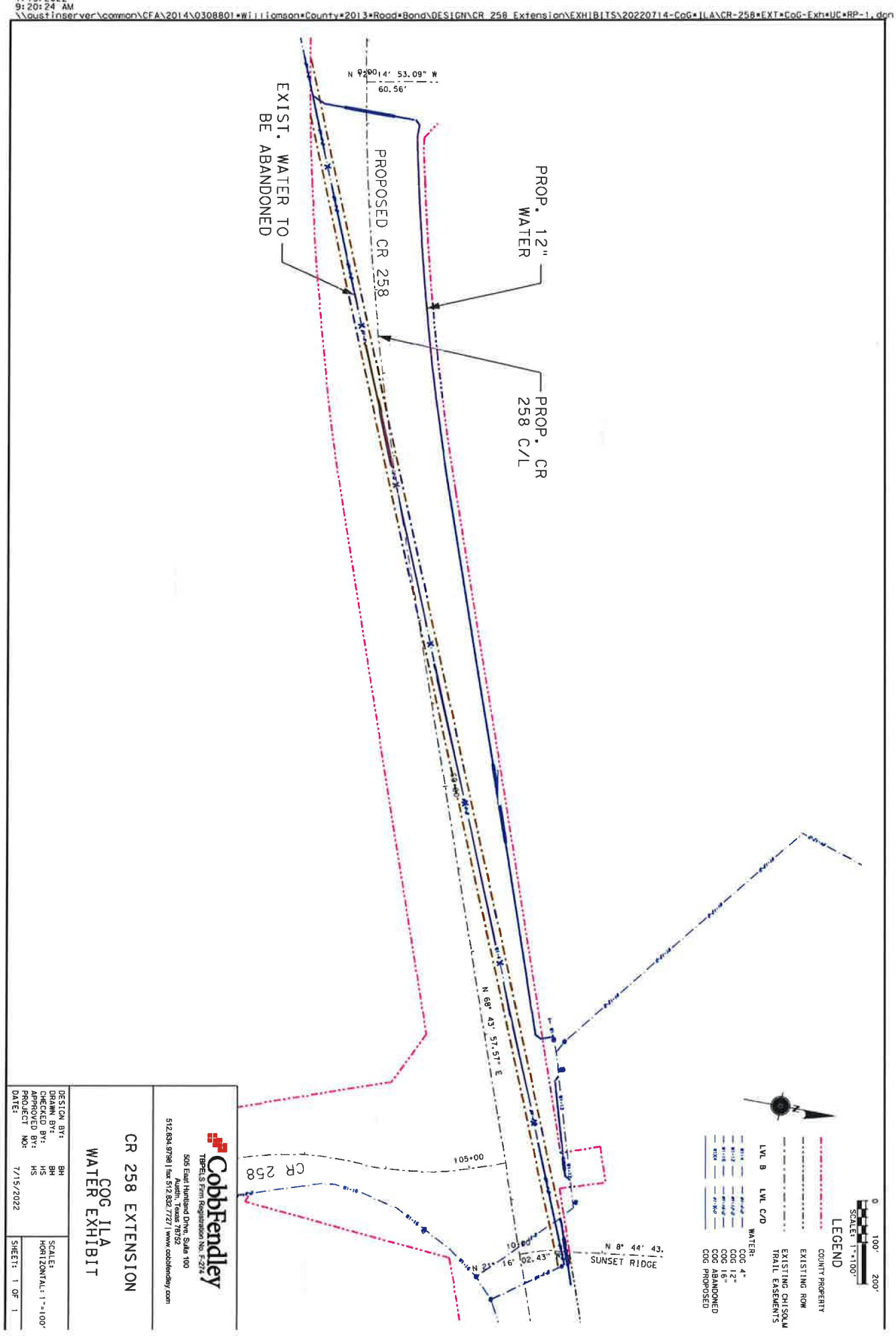
THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

EXHIBIT "A"

7/15/2022
9:20:24 AM
\\austinserver\common\CFA\2014\030880!*Williamson*County*2013*Road*Bond\DESIGN\CR 258 Extension\EXHIBITS\20220714-CoG*ILA\CR-258*EXT*CoG-Exh*UC*RP-1.dgn



CobbFendley
TBPELS Firm Registration No: F-274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
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CR 258 EXTENSION
COG ILA
WATER EXHIBIT

DESIGN BY:	BH
DRAWN BY:	BH
CHECKED BY:	HS
APPROVED BY:	HS
PROJECT NO:	
DATE:	7/15/2022

SCALE:
HORIZONTAL: 1"=100'

SHEET: 1 OF 1

Meeting Date: 10/25/2022
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	10/20/2022 09:30 AM
Form Started By: Charlie Crossfield		Started On: 10/19/2022 09:40 AM
Final Approval Date: 10/20/2022		

Commissioners Court - Regular Session **51.**

Meeting Date: 10/25/2022

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	10/20/2022 09:30 AM
Form Started By: Charlie Crossfield		Started On: 10/19/2022 09:41 AM
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