

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**November 8, 2022**  
**9:30 A.M.**

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

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

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.  
( Items 3 – 29 )

3. Discuss, consider and take appropriate action on a line item transfer for the All District Courts.

**Fiscal Impact**

| From/To | Acct No.         | Description                    | Amount     |
|---------|------------------|--------------------------------|------------|
| FROM    | 0100-0435-004002 | All Dist Cts/Jurors, Grand Jur | \$4,861.29 |
| TO      | 0100-0435-003005 | All Dist Cts/Office Furniture  | \$4,861.29 |

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

**Fiscal Impact**

| From/To | Acct No.         | Description        | Amount   |
|---------|------------------|--------------------|----------|
| From    | 0100.0570.004350 | Printed Materials  | \$800.00 |
| To      | 0100.0570.005700 | Vehicles > \$5,000 | \$800.00 |

5. 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.
6. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, October 2022 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
7. Discuss, consider and take appropriate action regarding the acceptance of a donation of previously used child booster chair and infant car seat to be used for training by EMS Employees.

8. Discuss, consider, and take appropriate action on approving the purchase of Lifepak monitor and service from Stryker Medical in the amount of \$33,497.90 (quote amount was \$34,328.15 with \$830.25 line item #3 already received in FY2022) exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(7)(D) [captive replacement parts or components for equipment] and authorizing the execution of this agreement.
9. Discuss, consider and take appropriate action on a Fourth Amendment to that Certain Williamson County Exposition Center Operation and Use Agreement between Williamson County, Texas and Taylor Rodeo Association, Inc.
10. Discuss, consider, and take appropriate action on approving the purchase of one (1) Kubota M Series M7060HDC Utility Cab Tractor, 4WD, one (1) Model BGR72-11 72" Claw Grapple, and one (1) Model AP-DZ3084 LandPride 84" 6-way Dozer Blade, from Ewald Kubota, Inc., in the amount of \$62,591.49 pursuant to Sourcewell Contract #031121-KBA and authorizing the purchase.
11. Discuss, consider and take appropriate action on approving Agreement #202357 for the purchase of eight (8) tasers and accessories from Axon Enterprise, Inc. in the amount of \$13,667.09 pursuant to BuyBoard contract #603-20, and authorizing execution of the agreement.
12. Discuss, consider and take appropriate action on approving a blanket purchase order for Verizon Wireless in the amount of \$56,088.00 pursuant to DIR cooperative contract #DIR-TELE-CTSA-003.
13. Discuss, consider and take appropriate action on approving a blanket purchase order for air card service (internet access) with Verizon Wireless in the amount of \$54,477.66 pursuant to DIR contract #DIR-TSO-4336.
14. Discuss, consider and take appropriate action on approving and Addendum to the contract awarded through #22RFSQ55 Strategic Plan Consulting to SBrand Solutions, LLC, in the increased amount of \$16,500.00 and authorizing execution of the revised agreement.
15. Discuss, consider, and take appropriate action on approving the Change Order from Data Projections, Inc. for additional system components at the new courtroom for the 480th District Court increasing the original amount by \$2,610.17, pursuant to TIPS contract #210101, and authorizing the execution of the Change Order. Funding Source is P515.
16. Discuss, consider and take appropriate action on approving agreement #202335 between Power DMS, Inc. and Williamson County for PowerPolicy Professional Subscription in the amount of \$30,400.96, and authorizing execution of the agreement.
17. Discuss, consider and take appropriate action on approving the purchase of Pathsolutions, Inc. software licenses, support and updates from SHI Government Solutions in the amount of \$69,348.00 pursuant to Omnia Partners Cooperative contract #2018011-02.
18. Discuss, consider, and take appropriate action on approving the Quote from Data Projections, Inc. for an Audio/Video (A/V) System Upgrade to the Jail Magistrate Office for a total of \$11,119.21 pursuant to TIPS contract #210101, and authorizing the execution of the quote. Funding Source is P540.
19. Discuss, consider and take appropriate action on approving Contract #2022260 between Williamson County and Frontier Communications of America, Inc. for basic telephone line services and equipment and exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) [electric power, gas, water, and other utility services], and authorizing execution of the agreement.



20. Discuss, consider, and take appropriate action on approving the services contract between Williamson County and Links Communication, Inc. to provide and install cabling at the Jail Magistrate remodel in the not-to-exceed amount of \$10,513.00 and authorizing the execution of the services contract.
21. Discuss, consider and take appropriate action on approving the Agreement with Data Armor, LLC to provide on-site shredding services to support Williamson County Departments for a not-to-exceed amount of \$25,000.00, and authorizing the execution of the agreement.
22. Discuss, consider and take appropriate action on Phase I Lease Schedule of Managed Print and Copier Services and Multifunction Devices (Copy/Print/Scan) through Sharp Electronics Corporation pursuant to contract RFP#22RFP85 for Managed Print and Copier Services previously awarded on 6/21/22.
23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Vending Machine Services: Beverages and Snack for Williamson County under RFP #23RFP9.
24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Electrical Infrastructure Maintenance and Installation Services as needed under RFP #23RFP11.
25. Discuss, consider, and take appropriate action on approving agreement #202353 between Williamson County and Randy Plaag d/b/a Training Texas for Heavy Equipment Operator Safety Classes in the not-to-exceed amount of \$43,725.00, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) [for personal or professional service] and authorizing the execution of this agreement.
26. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 7 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements in Chandler Creek Subdivision Sections 6A, 6B and 6C. This supplemental is to extend the expiration date to December 31, 2022. Funding source: P488.
27. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$50,000.00 to expire November 30, 2024 under Williamson County Contract for Engineering Services between Gray Engineering, Inc. and Williamson County dated May 31, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source; 01.0200.0210.004100.
28. Discuss, consider and take appropriate action on approval of the preliminary plat for the Yesterday's Gone subdivision – Precinct 2.
29. Discuss, consider and take appropriate action on approval of the final plat for the Cielo Gardens subdivision – Precinct 4.

## **REGULAR AGENDA**

30. 9:30 am Conduct a public hearing relating to a request to move surplus salary dollars for a retention request within the Tax Assessor/Collector's Office for PCN.1471 and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

31. Discuss, consider and take appropriate action on additional funding for PCN.1471, Information Services Manager.
32. Discuss, consider and take appropriate action on an order redefining the boundaries of Leander ISD and Liberty Hill ISD in relation to Larkspur Neighborhood, as was mutually agreed upon by the districts' boards of trustees and required under 13.051 (i) of the Texas Education Code.
33. Discuss, consider, and take appropriate action on approving the quote between Williamson County and IES Communications, LLC for camera cabling at the Williamson County Jail for a total of \$106,313.69, pursuant to contract DIR Contract #DIR-CPO-4813, and authorizing the execution of the quote.
34. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and ConvergeOne for network connectivity for the total cost of \$116,943.94, pursuant to DIR TSO contract #4167, and authorizing the execution of this agreement.
35. Discuss, consider and take appropriate action on approving the Renewal Agreement #202362 between Williamson County and Freelt Data Solutions Inc. to provide the Williamson County IT Department with annual maintenance of the VMWare Software in the total amount of \$181,181.59 per the terms of Contract #DIR-TSO-4288, and authorizing the execution of the agreement.
36. Discuss, consider and take appropriate action on approving the agreement #202361 between Knight Security Systems, Inc. and Williamson County for a Jail Security Camera Upgrade in the amount of \$295,771.57 pursuant to DIR Cooperative contract #DIR-CPO-4494, and authorizing execution of the agreement.
37. Discuss, consider and take appropriate action on approving agreement #202360 between IES Communications, LLC and Williamson County for the installation of communications-cabling in the amount of \$151,621.57 pursuant to DIR cooperative contract #DIR-CPO-4813, and authorizing execution of the agreement.
38. Discuss, consider and take appropriate action on approving the Master Services Agreement #202336 between Williamson County and Texas Fifth Wall Roofing Systems, Inc. to provide roof repairs and related services to various county facilities in the not-to-exceed amount of \$250,000.00 utilizing TIPS-210603-P1 and authorizing execution of the agreement.
39. Discuss, consider and take appropriate action on approving the purchase of a 2024 Freightliner fuel truck from Freightliner of Austin in the amount of \$197,427.00, pursuant to TIPS cooperative contract #200-206.
40. Discuss, consider and take appropriate action on authorizing the extension of Contract #22IFB43-Herbicides, renewal option period 1, covering for the 12-month term of January 18, 2023 – January 17, 2024, with the same terms and conditions with the exception of fee increases, detailed in the attached spreadsheet, with Nutrien Ag Solutions and approval of the agreement.
41. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of \$0 for Project 22IFB67 Davilla Street Culvert Replacement (Chasco Constructors) P: 486 Funding Source: Road Bond.
42. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$0 for Project 22IFB141 CR 258 Extension (Joe Bland Construction) P: 277 Funding Source: Road Bond.

43. Discuss, consider and take appropriate action on a purchase contract with Cheryl Renae Blaha Arldt for 13.065 acres of right of way needed for the Corridor D (Ronald Reagan Extension) Project. Funding: L RTP P457
44. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with the John R. and Barbara S. Casey Living Trust, dated June 26, 2007, for 0.819 acres of right of way needed on the Bud Stockton project (Parcel 9). Funding; Road Bonds P307
45. Discuss and take appropriate action on a real estate contract with Samsung Austin Semiconductor, LLC for 1.533 acres and 52.689 acres of ROW needed on the Future County Road project. (Parcel 12 and 14) Funding Source: Road Bonds P390.

#### **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)."***

46. 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.

**47.** 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

**48.** 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. Hurdsmann, #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

- 49.** 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).

- 50. 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).
- 51. 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)

- 52. Discuss and take appropriate action concerning economic development.
- 53. Discuss and take appropriate action concerning real estate.
- 54. 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:**

- 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
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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

55. 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.
56. Comments from Commissioners.
57. 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.

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Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 4th day of November 2022 at 11:00 A.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.



**Commissioners Court - Regular Session****3.****Meeting Date:** 11/08/2022

Line Item Transfer

**Submitted By:** Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the All District Courts.

**Background**

This past summer chairs were ordered for the District Courtrooms. Delivery delays were an issue and the chairs did not arrive by 9/30/22 as promised. The monies set aside for this purchase in FY22 went unspent. We are requesting a transfer of funds within the All District Courts budget to facilitate payment in FY23 now that the chairs have been received.

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**Fiscal Impact**

| From/To | Acct No.         | Description                    | Amount     |
|---------|------------------|--------------------------------|------------|
| FROM    | 0100-0435-004002 | All Dist Cts/Jurors, Grand Jur | \$4,861.29 |
| TO      | 0100-0435-003005 | All Dist Cts/Office Furniture  | \$4,861.29 |

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 11/02/2022

**Reviewed By**

Becky Pruitt

**Date**

11/02/2022 08:29 AM

Started On: 11/01/2022 02:46 PM

**Commissioners Court - Regular Session****4.****Meeting Date:** 11/08/2022

Line Item Transfer for the County Sheriff, Corrections Bureau

**Submitted For:** Mike Gleason**Submitted By:** Abigail Dass, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

This transfer is being requested to cover price increase for the approved purchase of a 14-Passenger Van for the County Jail Transportation Department.

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**Fiscal Impact**

| From/To | Acct No.         | Description        | Amount   |
|---------|------------------|--------------------|----------|
| From    | 0100.0570.004350 | Printed Materials  | \$800.00 |
| To      | 0100.0570.005700 | Vehicles > \$5,000 | \$800.00 |

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Abigail Dass

Final Approval Date: 11/03/2022

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

11/03/2022 09:57 AM

11/03/2022 10:17 AM

Started On: 11/02/2022 04:48 PM

**Commissioners Court - Regular Session****5.****Meeting Date:** 11/08/2022

Compensation Items

**Submitted By:** Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

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**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.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Merit Report

Merit LIT

Position Changes

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**Form Review****Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 11/03/2022

**Reviewed By**

Rebecca Clemons

Becky Pruitt

**Date**

11/03/2022 09:54 AM

11/03/2022 09:59 AM

Started On: 11/03/2022 09:02 AM

| Department           | Position                               | Emp Num | Current Annual Salary | Annual Merit Amt | Merit% | New Annual Salary | Lump-sum Merit | Pay Proposal Reason | Effective Date of Change |
|----------------------|--|---------|-----------------------|------------------|--------|-------------------|----------------|---------------------|--------------------------|
| County Clerk         | Deputy County Clerk.0651.001100.       | 15680   | \$41,366.08           | \$1,240.99       | 3.00   | \$42,607.07       | -              | MERIT               | 11-Nov-22                |
| Sheriff's Office     | Financial Analyst.1423.001100.         | 10593   | \$64,869.22           | \$1,297.40       | 2.00   | \$66,166.62       | -              | MERIT               | 28-Oct-22                |
| Sheriff's Office     | Financial Specialist.1420.001100.      | 5579    | \$61,462.15           | \$1,229.24       | 2.00   | \$62,691.39       | -              | MERIT               | 28-Oct-22                |
| Sheriff's Office     | Assistant Chief Deputy SO.1242.001100. | 1843    | \$128,022.44          | \$6,401.20       | 5.00   | \$134,423.64      | -              | MERIT               | 25-Nov-22                |
| Unified Road Systems | Operator IV.1595.001100.               | 11668   | \$51,611.58           | \$3,200.00       | 6.20   | \$54,811.58       | -              | MERIT               | 25-Nov-22                |
| Unified Road Systems | Operator I.1570.001100.                | 4361    | \$39,879.84           | \$2,600.00       | 6.52   | \$42,479.84       | -              | MERIT               | 25-Nov-22                |
| Fleet Services       | Inventory Coordinator II.1188.001100.  | 13807   | \$52,022.88           | \$1,575.00       | 3.03   | \$53,597.88       |                | MERIT               | 25-Nov-22                |

|        |      |      |        | (TO)     | (FROM)   |
|--------|------|------|--------|----------|----------|
| entity | fund | dept | object | dr       | cr       |
| 01     | 0100 | 0403 | 001100 | 1,240.99 |          |
| 01     | 0100 | 0403 | 002010 | 94.94    |          |
| 01     | 0100 | 0403 | 002020 | 194.84   |          |
| 01     | 0100 | 8002 | 001130 |          | 1,240.99 |
| 01     | 0100 | 8002 | 002010 |          | 94.94    |
| 01     | 0100 | 8002 | 002020 |          | 194.84   |
| 01     | 0100 | 0560 | 001100 | 8,927.84 |          |
| 01     | 0100 | 0560 | 002010 | 682.98   |          |
| 01     | 0100 | 0560 | 002020 | 1,401.67 |          |
| 01     | 0100 | 8003 | 001130 |          | 8,927.84 |
| 01     | 0100 | 8003 | 002010 |          | 682.98   |
| 01     | 0100 | 8003 | 002020 |          | 1,401.67 |
| 01     | 0200 | 0210 | 001100 | 5,800.00 |          |
| 01     | 0200 | 0210 | 001130 |          | 5,800.00 |
| 01     | 0882 | 0882 | 001100 | 1,575.00 |          |
| 01     | 0882 | 0882 | 001130 |          | 1,575.00 |

| Department Number and Name  | PCN  | EE ID  | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes   | Earliest Oracle Effective Date |
|-----------------------------|------|--------|-----------------------|--------------------|--------------------------------|-----------------------------|------------------------------|-----------------------------|--|--------------------------------|
| 0591 - Wilco Pretrial       | 1211 | 14366  | N/A                   | N/A                | N/A                            | N/A                         | N/A                          | N/A                         | <b>CORRECTION from 11.1.22 item--</b><br>Reclass: Title and Grade change only, from Court Services Specialist Lead ( <b>B.21</b> ) to Court Services Specialist (B.19) to address changing needs of department. No fiscal impact to position budget. | 11/11/2022                     |
| 210 - Unified Road Systems  | 1545 | 11628  | N/A                   | N/A                | N/A                            | N/A                         | N/A                          | N/A                         | Career Ladder Advancement-Title and Grade Change only: Operator II (B.21) to Operator III (B.23).  | 11/11/2022                     |
| 210 - Unified Road Systems  | 1534 | 14418  | \$52,685.76           | \$53,039.02        | \$53,039.02                    | \$53,039.02                 | N/A                          | N/A                         | Career Ladder Advancement-Title and Grade Change: Operator III (B.23) to Operator IV (B.25).   | 11/11/2022                     |
| 210 - Unified Road Systems  | 1514 | 16225  | \$39,901.68           | \$39,901.68        | \$42,260.68                    | \$41,671.43                 | \$589.25                     | N/A                         | Reallocation of position budget to facilitate internal hire as allowed by policy. Surplus salary from PCN 1514 to PCN 2062   | 11/11/2022                     |
| 210 - Unified Road Systems  | 2062 | Vacant | N/A                   | N/A                | \$50,510.75                    | \$51,100.00                 | N/A                          | \$589.25                    | Reallocation of position budget to facilitate internal hire as allowed by policy. Surplus salary from PCN 1514 to PCN 2062   | 11/11/2022                     |
| 0210 - Unified Road Systems | 1514 | 16225  | \$39,901.68           | \$39,901.68        | \$41,671.43                    | \$39,901.68                 | \$1,769.75                   | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1514, 1517, 1529 & 1504 to PCN 1558   | 11/11/2022                     |

| Department Number and Name  | PCN  | EE ID | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes   | Earliest Oracle Effective Date |
|-----------------------------|------|-------|-----------------------|--------------------|--------------------------------|-----------------------------|------------------------------|-----------------------------|--|--------------------------------|
| 0210 - Unified Road Systems | 1517 | N/A   | N/A                   | N/A                | \$42,610.60                    | \$42,501.68                 | \$108.92                     | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1514, 1517, 1529 & 1504 to PCN 1558 | 11/11/2022                     |
| 0210 - Unified Road Systems | 1529 | N/A   | N/A                   | N/A                | \$45,242.96                    | \$43,682.08                 | \$1,560.88                   | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1514, 1517, 1529 & 1504 to PCN 1558 | 11/11/2022                     |
| 0210 - Unified Road Systems | 1504 | 04966 | \$65,100.10           | \$65,100.10        | \$73,443.28                    | \$72,854.03                 | \$589.25                     | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1514, 1517, 1529 & 1504 to PCN 1558 | 11/11/2022                     |
| 0210 - Unified Road Systems | 1558 | N/A   | N/A                   | N/A                | \$47,071.20                    | \$51,100.00                 | N/A                          | \$4,028.80                  | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1514, 1517, 1529 & 1504 to PCN 1558 | 11/11/2022                     |
| 0210 - Unified Road Systems | 1601 | N/A   | N/A                   | N/A                | \$55,694.67                    | \$55,287.40                 | \$407.27                     | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1601 to PCN 1550                    | 11/11/2022                     |
| 0210 - Unified Road Systems | 1550 | N/A   | N/A                   | N/A                | \$47,592.73                    | \$48,000.00                 | N/A                          | \$407.27                    | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1601 to PCN 1550                    | 11/11/2022                     |

| Department Number and Name  | PCN  | EE ID | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes   | Earliest Oracle Effective Date |
|-----------------------------|------|-------|-----------------------|--------------------|--------------------------------|-----------------------------|------------------------------|-----------------------------|--|--------------------------------|
| 0210 - Unified Road Systems | 1601 | N/A   | N/A                   | N/A                | \$55,287.40                    | \$55,000.00                 | \$287.40                     | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1601 & 1702 to PCN 1580 | 11/11/2022                     |
| 0210 - Unified Road Systems | 1702 | N/A   | N/A                   | N/A                | \$44,860.68                    | \$43,566.05                 | \$1,294.63                   | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1601 & 1702 to PCN 1580 | 11/11/2022                     |
| 0210 - Unified Road Systems | 1580 | N/A   | N/A                   | N/A                | \$46,417.97                    | \$48,000.00                 | N/A                          | \$1,582.03                  | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1601 & 1702 to PCN 1580 | 11/11/2022                     |
| 0210 - Unified Road Systems | 1702 | N/A   | N/A                   | N/A                | \$43,566.05                    | \$42,501.68                 | \$1,064.37                   | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1702 & 1883 to PCN 1547 | 11/11/2022                     |
| 0210 - Unified Road Systems | 1883 | N/A   | N/A                   | N/A                | \$ 43,610.48                   | \$43,280.56                 | \$329.92                     | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1702 & 1883 to PCN 1547 | 11/11/2022                     |
| 0210 - Unified Road Systems | 1547 | N/A   | N/A                   | N/A                | \$46,605.71                    | \$48,000.00                 | N/A                          | \$1,394.29                  | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1702 & 1883 to PCN 1547 | 11/11/2022                     |



| Department Number and Name  | PCN  | EE ID  | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes  | Earliest Oracle Effective Date |
|-----------------------------|------|--------|-----------------------|--------------------|--------------------------------|-----------------------------|------------------------------|-----------------------------|---|--------------------------------|
| 0210 - Unified Road Systems | 1883 | N/A    | N/A                   | N/A                | \$43,280.56                    | \$42,501.68                 | \$778.88                     | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1883, 1523, 1675 & to PCN 1995             | 11/11/2022                     |
| 0210 - Unified Road Systems | 1523 | N/A    | N/A                   | N/A                | \$49,637.34                    | \$48,000.00                 | \$1,637.34                   | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1883, 1523, 1675 & to PCN 1995             | 11/11/2022                     |
| 0210 - Unified Road Systems | 1675 | N/A    | N/A                   | N/A                | \$42,283.20                    | \$42,006.76                 | \$276.44                     | N/A                         | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1883, 1523, 1675 & to PCN 1995             | 11/11/2022                     |
| 0210 - Unified Road Systems | 1995 | N/A    | N/A                   | N/A                | \$39,307.34                    | \$42,000.00                 | N/A                          | \$2,692.66                  | Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1883, 1523, 1675 & to PCN 1995             | 11/11/2022                     |
| 509-Facilities Management   | 1725 | 16145  | \$90,890.02           | \$90,890.02        | \$92,654.56                    | \$91,338.23                 | \$1,316.33                   | N/A                         | Reallocation of position budget to facilitate reclass of PCN 0224. Surplus salaries from PCNs 1725 and 1857 to PCN 0224 to facilitate increase to budget. | 11/11/2022                     |
| 509-Facilities Management   | 1857 | Vacant | N/A                   | N/A                | \$52,140.45                    | \$47,528.00                 | \$4,612.45                   | N/A                         | Reallocation of position budget to facilitate reclass of PCN 0224. Surplus salaries from PCNs 1725 and 1857 to PCN 0224 to facilitate increase to budget. | 11/11/2022                     |

| Department Number and Name | PCN  | EE ID  | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes   | Earliest Oracle Effective Date |
|----------------------------|------|--------|-----------------------|--------------------|--------------------------------|-----------------------------|------------------------------|-----------------------------|--|--------------------------------|
| 509-Facilities Management  | 0224 | 14581  | \$74,002.24           | \$79,930.96        | \$74,002.18                    | \$79,930.96                 | N/A                          | \$5,928.78                  | Reclass: Title, Grade and Budget; Contract Coordinator (B.27) to Sr. Contract Coordinator (B.29). Surplus salaries from PCNs 1725 and 1857 to PCN 0224 to facilitate increase to budget. | 11/11/2022                     |
| 509-Facilities Management  | 0243 | 15569  | \$100,324.64          | \$100,324.64       | \$105,094.95                   | \$100,325.20                | \$4,769.75                   | N/A                         | Reallocation of position budget to facilitate new hire. Surplus salary from PCN 0243 to PCN 0223   | 11/11/2022                     |
| 509-Facilities Management  | 0223 | Vacant | N/A                   | N/A                | \$87,523.25                    | \$92,293.00                 | N/A                          | \$4,769.75                  | Reallocation of position budget to facilitate new hire. Surplus salary from PCN 0243 to PCN 0223   | 11/11/2022                     |
| 545- Animal Services       | 0216 | Vacant | N/A                   | N/A                | \$37,255.14                    | \$36,524.57                 | \$730.57                     | N/A                         | Reallocation of position budget to facilitate reclass of PCN 2068. Surplus salaries from PCNs 0216, 1888 and 0203 to PCN 0268 to facilitate increase to budget.                          | 11/11/2022                     |
| 545- Animal Services       | 1888 | 16123  | \$33,085.92           | \$33,085.92        | \$33,747.65                    | \$33,085.92                 | \$661.73                     | N/A                         | Reallocation of position budget to facilitate reclass of PCN 2068. Surplus salaries from PCNs 0216, 1888 and 0203 to PCN 0268 to facilitate increase to budget.                          | 11/11/2022                     |

| Department Number and Name | PCN  | EE ID  | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes  | Earliest Oracle Effective Date |
|----------------------------|------|--------|-----------------------|--------------------|--------------------------------|-----------------------------|------------------------------|-----------------------------|---|--------------------------------|
| 545- Animal Services       | 0203 | Vacant | N/A                   | N/A                | \$32,137.22                    | \$31,958.72                 | \$178.50                     | N/A                         | Reallocation of position budget to facilitate reclass of PCN 2068. Surplus salaries from PCNs 0216, 1888 and 0203 to PCN 0268 to facilitate increase to budget.                                       | 11/11/2022                     |
| 545- Animal Services       | 2068 | 16226  | \$31,507.09           | \$33,085.92        | \$31,515.12                    | \$33,085.92                 | N/A                          | \$1,570.80                  | Reclass: Title, Grade and Budget; Animal Care Specialist (B.15) to Senior Animal Care Specialist (B.16). Surplus salaries from PCNs 0216, 1888 and 0203 to PCN 0268 to facilitate increase to budget. | 11/11/2022                     |
| 540 EMS                    | 0850 | N/A    | N/A                   | N/A                | \$49,859.64                    | \$47,985.30                 | \$1,874.34                   | N/A                         | Reallocation of position budget to facilitate shift transfer as allowed by policy. Surplus salary from PCN 0850 to PCN 0884.  | 11/11/2022                     |
| 540 EMS                    | 0884 | Vacant | N/A                   | N/A                | \$68,388.06                    | \$70,262.40                 | N/A                          | \$1,874.34                  | Reallocation of position budget to facilitate shift transfer as allowed by policy. Surplus salary from PCN 0850 to PCN 0884.  | 11/11/2022                     |
| 882-Fleet Services         | 0916 | Vacant | N/A                   | N/A                | \$64,178.81                    | \$59,353.33                 | \$4,825.48                   | N/A                         | Reallocation of position budget to facilitate external new hire as allowed by policy. Surplus salary from PCN 0916 & 1188 to PCN 0919 & 1945.   | 11/11/2022                     |

| Department Number and Name     | PCN  | EE ID  | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes  | Earliest Oracle Effective Date |
|--------------------------------|------|--------|-----------------------|--------------------|--------------------------------|-----------------------------|------------------------------|-----------------------------|---|--------------------------------|
| 882-Fleet Services             | 1188 | 13807  | \$52,022.88           | \$52,022.88        | \$54,675.56                    | \$53,627.70                 | \$1,047.86                   | N/A                         | Reallocation of position budget to facilitate external new hire as allowed by policy. Surplus salary from PCN 0916 & 1188 to PCN 0919 & 1945. | 11/11/2022                     |
| 882-Fleet Services             | 0919 | Vacant | N/A                   | N/A                | \$47,291.75                    | \$48,700.56                 | N/A                          | \$1,408.81                  | Reallocation of position budget to facilitate external new hire as allowed by policy. Surplus salary from PCN 0916 & 1188 to PCN 0919 & 1945. | 11/11/2022                     |
| 882-Fleet Services             | 1945 | Vacant | N/A                   | N/A                | \$46,697.60                    | \$51,162.13                 | N/A                          | \$4,464.53                  | Reallocation of position budget to facilitate external new hire as allowed by policy. Surplus salary from PCN 0916 & 1188 to PCN 0919 & 1945. | 11/11/2022                     |
| 0507 - Wireless Communications | 1221 | Vacant | N/A                   | N/A                | \$91,043.77                    | \$91,043.77                 | N/A                          | N/A                         | Reclass Title and Grade change: Wireless Division Manager (B.30) to IT Manager II (B.36). No fiscal impact to PCN budget.                     | 11/11/2022                     |

\*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session****6.****Meeting Date:** 11/08/2022

Justice of the Peace 4 October 2022 Monthly Report

**Submitted By:** Veronica Bolander, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

JP4 EOM OCT 2022

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 11/03/2022

**Reviewed By**

Becky Pruitt

**Date**

11/03/2022 02:29 PM

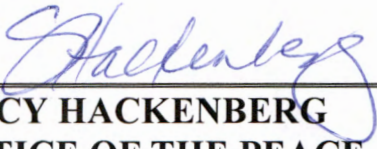
Started On: 11/03/2022 11:00 AM

**IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

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

**Signed on this the 2nd day of November 2022.**

  
**STACY HACKENBERG  
JUSTICE OF THE PEACE  
PRECINCT FOUR**



# Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: 10/01/2022 - 10/31/2022    Case Categories: Civil; Criminal  
Locations: JP4

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

| Final Totals                         |                                | Fee Totals | Transaction Totals |
|--------------------------------------|--------------------------------|------------|--------------------|
| Total Payments                       |                                | 38,015.06  | 38,015.06          |
| Total Adjustments Impacting Payments |                                | (103.00)   | (103.00)           |
| Final Fee Code Totals                |                                | 37,912.06  | 37,912.06          |
| Tender Method Summary                |                                |            |                    |
| Tender Types                         | Cash                           | 1,689.30   | 1,689.30           |
|                                      | Certified Payments Credit Card | 15,039.26  | 15,039.26          |
|                                      | Check                          | 8,496.00   | 8,496.00           |
|                                      | E-File Credit Card             | 12,276.50  | 12,276.50          |
|                                      | Money Order                    | 514.00     | 514.00             |

# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2022 - 10/31/2022 Case Categories: Civil; Criminal  
Locations: JP4

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

| G/L Account   | G/L Account Number  | Fee Totals       |
|---|---|------------------|
| <b>0100 - General Fund</b>                              |   |                  |
| 01-0100-0000-207017 - Collections Agency Fee            | L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee             | 372.29           |
| 01-0100-0000-209700 - JP COURTS-REFUNDS                 | L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds                  | 10.00            |
| 01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4          | L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4         | 6,438.24         |
| 01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4        | L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4      | 6,580.00         |
| 01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4     | L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4 | 58.06            |
| 01-0100-0000-342860 -Time Payment Fee County 2.50       | L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50       | 97.82            |
| 01-0100-0000-351304 - FINES, JP PCT-4                   | L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4                   | 11,569.50        |
| 01-0100-0000-365103 Language Access Fund                | L-004-4-01-0100-0000-365103: Language Access Fund                                     | 705.00           |
| 99-9999-9999-000003 - LOCAL Consolidated CC-Misd C      | L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C       | 932.30           |
| <b>0100 - General Fund Total:</b>                       |   | <b>26,763.21</b> |
| <b>0361 - JP Security Fund</b>                          |   |                  |
| 01-0361-0000-341154 - JP 4 SECURITY FEES                | L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES                 | 8.00             |
| <b>0361 - JP Security Fund Total:</b>                   |   | <b>8.00</b>      |
| <b>0369 - JP-4 Truancy Program Fund</b>                 |   |                  |
| 01-0369-0000-370000 - JP-4 Truancy Program Fees         | L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee           | 10.00            |
| <b>0369 - JP-4 Truancy Program Fund Total:</b>          |   | <b>10.00</b>     |
| <b>0370 - Alternate Dispute Resolution Fund</b>         |   |                  |
| 01-0370-0000-341170 - Alternate Dispute Resolution Fees | L-004-4-01-0371-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees  | 1,175.00         |
| <b>0370 - Alternate Dispute Resolution Fund Total:</b>  |   | <b>1,175.00</b>  |
| <b>0372 - Justice Court Technology Fund</b>             |   |                  |
| 01-0372-0000-341144 - JP 4 TECHNOLOGY FEES              | L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES              | 8.00             |
| <b>0372 - Justice Court Technology Fund Total:</b>      |   | <b>8.00</b>      |



# Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2022 - 10/31/2022 Case Categories: Civil; Criminal  
Locations: JP4

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

| G/L Account   | G/L Account Number   | Fee Totals       |
|---|--|------------------|
| <b>0399 - State Agency Fund</b>                           |  |                  |
| 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State | L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State   | 4.00             |
| 01-0399-0000-208160 - CCC FEES DUE TO STATE COMP          | L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs              | 80.00            |
| 01-0399-0000-208165 - CCC 01.2020 Fee's Due to State      | L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3 | 3,942.58         |
| 01-0399-0000-208181 - State Consolidated Fee              | L-004-0399-0000-208181: State Consolidated Fee   | 189.00           |
| 01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE      | L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee                      | 8.00             |
| 01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE       | L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund         | 12.00            |
| 01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE        | L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees      | 196.23           |
| 01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST      | L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State     | 0.20             |
| 01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE        | L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee                     | 30.00            |
| 01-0399-0000-208426 - State Traffic Fine Due To State     | L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State       | 1,881.84         |
| 01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST       | L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee                  | 4.00             |
| 01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO       | L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines                | 3,500.00         |
| <b>0399 - State Agency Fund Total:</b>                    |  | <b>9,847.85</b>  |
| <b>JP BOND</b>  |  |                  |
| 01-0100-0000-207008 - JP4 Bond Liability Account          | L-004-4-01-02-00002: JP4 Registry Bond Account Liability                                 | 100.00           |
| <b>JP BOND Total:</b>                                     |  | <b>100.00</b>    |
| <b>Fee Totals for All Funds:</b>                          |  | <b>37,912.06</b> |

# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2022 - 10/31/2022 Case Categories: Civil; Criminal  
Locations: JP4

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

| Fee Code Summary |   |           |        |                      |        |                      |        |           |        |
|------------------|---|-----------|--------|----------------------|--------|----------------------|--------|-----------|--------|
| Code Word        | Description   | Gross     |        | Positive Adjustments |        | Negative Adjustments |        | Net       |        |
|                  |   | Amount    | Number | Amount               | Number | Amount               | Number | Amount    | Number |
| 2020AFC4         | Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)      | 8.06      | 3      | 0.00                 | 0      | 0.00                 | 0      | 8.06      | 3      |
| 2020AFDPS        | Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)             | 191.23    | 40     | 0.00                 | 0      | 0.00                 | 0      | 191.23    | 40     |
| 2020AFSO         | Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)     | 133.63    | 33     | 0.00                 | 0      | 0.00                 | 0      | 133.63    | 33     |
| 2020CCC          | State Cons Court Cost LGC 133.102(a)(3)                     | 3,942.58  | 73     | 0.00                 | 0      | 0.00                 | 0      | 3,942.58  | 73     |
| 2020CDF          | Compliance Dismissal Fine                                   | 70.00     | 7      | 0.00                 | 0      | 0.00                 | 0      | 70.00     | 7      |
| 2020DSCM         | Driving Safety Course Mandatory CCP 45.0511(f)(1)           | 153.20    | 16     | 0.00                 | 0      | 0.00                 | 0      | 153.20    | 16     |
| 2020LCCC-C       | LOCAL Consolidated Court Cost LGC 134.103(a)                | 932.30    | 76     | 0.00                 | 0      | 0.00                 | 0      | 932.30    | 76     |
| 2020LTF          | Local Traffic Fine (TC 542.403)                             | 109.91    | 43     | 0.00                 | 0      | 0.00                 | 0      | 109.91    | 43     |
| 2020STF          | State Traffic Fine (TC 542.4031)                            | 1,831.84  | 43     | 0.00                 | 0      | 0.00                 | 0      | 1,831.84  | 43     |
| 2020TPF          | Time Payment Fee CCP 102.030                                | 97.82     | 10     | 0.00                 | 0      | 0.00                 | 0      | 97.82     | 10     |
| AB               | Abstract  | 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      |
| CB               | Cash Bond   | 100.00    | 1      | 0.00                 | 0      | 0.00                 | 0      | 100.00    | 1      |
| CCC              | Consolidated Court Costs [Loc. Gov't Code, 133.102]         | 80.00     | 2      | 0.00                 | 0      | 0.00                 | 0      | 80.00     | 2      |
| CCOP             | Civil Copies  | 15.50     | 4      | 0.00                 | 0      | 0.00                 | 0      | 15.50     | 4      |
| CFINE            | County Fine   | 11,569.50 | 53     | 0.00                 | 0      | 0.00                 | 0      | 11,569.50 | 53     |
| CHS              | Courthouse Security Fee (CCP 102.017)                       | 6.00      | 2      | 0.00                 | 0      | 0.00                 | 0      | 6.00      | 2      |
| CHSJC            | JP Security Fee (CCP 102.017)                               | 2.00      | 2      | 0.00                 | 0      | 0.00                 | 0      | 2.00      | 2      |
| CJS              | Criminal Judicial Support Fee (LGC 103.105)                 | 6.00      | 1      | 0.00                 | 0      | 0.00                 | 0      | 6.00      | 1      |
| COLLFEE          | Collection Agency Fee                                       | 372.29    | 5      | 0.00                 | 0      | 0.00                 | 0      | 372.29    | 5      |
| CONT4            | Constable Service Fee Pct #4                                | 4,550.00  | 46     | 0.00                 | 0      | (70.00)              | 1      | 4,480.00  | 47     |
| IDF              | Indigent Defense Fee (LGC 133.107)                          | 4.00      | 2      | 0.00                 | 0      | 0.00                 | 0      | 4.00      | 2      |
| JCTF             | Justice Court Technology Fee (CCP 102.0173)                 | 8.00      | 2      | 0.00                 | 0      | 0.00                 | 0      | 8.00      | 2      |
| JFR              | Jury Reimbursement Fee (CCP 102.0045)                       | 8.00      | 2      | 0.00                 | 0      | 0.00                 | 0      | 8.00      | 2      |
| JTP              | Juvenile Truancy Program (CCP 102.0174)                     | 10.00     | 2      | 0.00                 | 0      | 0.00                 | 0      | 10.00     | 2      |
| JTPDC            | Juvenile Truancy Prev/Diversion Due to County (CCP 102.015) | 1.00      | 1      | 0.00                 | 0      | 0.00                 | 0      | 1.00      | 1      |
| JTPDS            | Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)  | 1.00      | 1      | 0.00                 | 0      | 0.00                 | 0      | 1.00      | 1      |
| JUSFC            | Judicial Support Fund - County (LGC 133.105)                | 0.60      | 1      | 0.00                 | 0      | 0.00                 | 0      | 0.60      | 1      |



# Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 10/01/2022 - 10/31/2022 Case Categories: Civil; Criminal  
Locations: JP4

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

| Fee Code Summary        |   |           |        |                      |        |                      |        |           |        |
|-------------------------|---|-----------|--------|----------------------|--------|----------------------|--------|-----------|--------|
| Code Word               | Description   | Gross     |        | Positive Adjustments |        | Negative Adjustments |        | Net       |        |
|                         |   | Amount    | Number | Amount               | Number | Amount               | Number | Amount    | Number |
| JUSFS                   | Judicial Support Fund - State (LGC 133.105)                 | 5.40      | 1      | 0.00                 | 0      | 0.00                 | 0      | 5.40      | 1      |
| MVF                     | Moving Violation Fee (CCP 102.022)                          | 0.20      | 2      | 0.00                 | 0      | 0.00                 | 0      | 0.20      | 2      |
| OPR                     | Overpayment - Refund  | 0.00      | 0      | 10.00                | 2      | 0.00                 | 0      | 10.00     | 2      |
| SB41CDRF                | County Dispute Resolution fund - LGC 135.157                | 1,180.00  | 236    | 0.00                 | 0      | (5.00)               | 1      | 1,175.00  | 237    |
| SB41JCSF                | Justice Court Support Fund                                  | 5,900.00  | 236    | 0.00                 | 0      | (25.00)              | 1      | 5,875.00  | 237    |
| SB41LAF                 | Language Access Fund - LGC 135.155                          | 708.00    | 236    | 0.00                 | 0      | (3.00)               | 1      | 705.00    | 237    |
| SB41SCF                 | State Consolidated Fee                                      | 189.00    | 9      | 0.00                 | 0      | 0.00                 | 0      | 189.00    | 9      |
| SFMCWV                  | State Fine - Motor Carrier Weight Violation                 | 3,500.00  | 1      | 0.00                 | 0      | 0.00                 | 0      | 3,500.00  | 1      |
| STF                     | State Traffic Fee (TC 542.4031)                             | 30.00     | 1      | 0.00                 | 0      | 0.00                 | 0      | 30.00     | 1      |
| STFS                    | State Traffic Fine Due To State (HB2048)                    | 50.00     | 1      | 0.00                 | 0      | 0.00                 | 0      | 50.00     | 1      |
| TFC                     | Traffic   | 3.00      | 1      | 0.00                 | 0      | 0.00                 | 0      | 3.00      | 1      |
| TPDF                    | Truancy Prevention and Diversion Fund - JP4 eDoc Conversion | 2.00      | 1      | 0.00                 | 0      | 0.00                 | 0      | 2.00      | 1      |
| TRANS                   | Transcript  | 10.00     | 1      | 0.00                 | 0      | 0.00                 | 0      | 10.00     | 1      |
| UFA                     | Uniform Traffic Act (TC 542.403)                            | 3.00      | 1      | 0.00                 | 0      | 0.00                 | 0      | 3.00      | 1      |
| WARC4                   | Warrant Fee - Constable Pct. 4                              | 50.00     | 1      | 0.00                 | 0      | 0.00                 | 0      | 50.00     | 1      |
| WGAR                    | Writ of Garnishment   | 0.00      | 0      | 10.00                | 2      | (20.00)              | 4      | (10.00)   | 6      |
| WPOSS                   | Writ of Possession  | 70.00     | 14     | 0.00                 | 0      | 0.00                 | 0      | 70.00     | 14     |
| WSF4                    | JP4 - Writ Service Fee                                      | 2,100.00  | 14     | 0.00                 | 0      | 0.00                 | 0      | 2,100.00  | 14     |
| Fee Code Summary Totals |   | Gross     |        | Positive Adjustments |        | Negative Adjustments |        | Net       |        |
|                         |   | Amount    | Number | Amount               | Number | Amount               | Number | Amount    | Number |
|                         |   | 38,015.06 | 1,229  | 20.00                | 4      | (123.00)             | 8      | 37,912.06 | 1,241  |

Justice of the Peace 4  
Consolidated Court Cost Calculation Sheet

Deposit Date: 10/01/2022-10/31/2022

|   | <u>DR</u> | <u>CR</u> | <u>GL Code</u>      | <u>GL Description</u>                         | <u>ALLOCATION %</u> |
|---|-----------|-----------|---------------------|---|---------------------|
| Local CCC-Class C                             |           | \$932.30  | 99-9999-9999-000003 | Local CCC-Class C Due to County               |                     |
| Court Security Fee                            | \$326.31  |           | 01.0361.0000.341154 | COURTHOUSE SECURITY FEES                      | 35.000000%          |
| Local Truancy Prevention & Diversion Fund Fee | \$332.96  |           | 01.0369.0000.370000 | Local Truancy Prevention & Diversion Fund Fee | 35.714300%          |
| Justice Court Technology Fund                 | \$266.37  |           | 01.0372.0000.341144 | Justice Court Technology Fund                 | 28.571400%          |
| County Jury Fund Fee                          | \$6.66    |           | 01.0100.0000.342853 | County Jury Fund Fee                          | 0.714300%           |
| Percentage Distribution Total:                | \$932.30  | \$932.30  |                     |   | 100.000000%         |
| Collected                                     | \$932.30  |           |                     |   |                     |

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 11/08/2022

Donation of booster chair and infant car seat for training

**Submitted For:** Michael Knipstein**Submitted By:** Theresia Carter, EMS**Department:** EMS**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the acceptance of a donation of previously used child booster chair and infant car seat to be used for training by EMS Employees.

**Background**

An anonymous donor has donated a previously used child booster chair and previously used infant car seat to be used for training purposes only. These items will be destroyed after they are no longer needed and being used for training.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Theresia Carter

Final Approval Date: 11/01/2022

**Reviewed By**

Becky Pruitt

**Date**

11/01/2022 01:11 PM

Started On: 11/01/2022 10:39 AM

**Commissioners Court - Regular Session****8.****Meeting Date:** 11/08/2022

Approval of Purchase of Lifepak Defibrillator with Stryker Medical for Emergency Medical Services

**Submitted For:** Joy Simonton**Submitted By:** Stephanie Robles, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of Lifepak monitor and service from Stryker Medical in the amount of \$33,497.90 (quote amount was \$34,328.15 with \$830.25 line item #3 already received in FY2022) exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(7)(D) [captive replacement parts or components for equipment] and authorizing the execution of this agreement.

**Background**

The Emergency Medical Services department submitted requisition #130092 to supersede PO# 180540 from fiscal year 2022 for items not received in the previous fiscal year. On the attached quote, the EMS Department only received item #3 the Titan II Wife Gateway for \$830.25 in the previous fiscal year. They are submitting a requisition in the current fiscal year (FY23) for the remaining items for a total amount of \$33,497.90. Funding source: 01.0100.0540.005000. The point of contact is Kirk Becker.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Quote

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

11/03/2022 10:46 AM

11/03/2022 11:04 AM

Started On: 11/02/2022 04:23 PM



## Quick Quote 4/21/2022 4:31 PM

Quote Number: [REDACTED]

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: WILLIAMSON COUNTY EMS

Rep: Heidi McGregor

Attn:

Email: heidi.mcgregor@stryker.com

Phone Number:

Quote Date: 04/21/2022

Expiration Date: 07/20/2022

### Delivery Address

Name: WILLIAMSON COUNTY EMS

Account #: [REDACTED]

Address: 3189 SE INNER LOOP

GEORGETOWN

Texas 78626-6388

### End User - Shipping - Billing

Name: WILLIAMSON COUNTY EMS

Account #: [REDACTED]

Address: 3189 SE INNER LOOP

GEORGETOWN

Texas 78626-6388

### Bill To Account

Name: WILLIAMSON COUNTY EMS

Account #: [REDACTED]

Address: 3189 SE INNER LOOP

GEORGETOWN

Texas 78626-6388

### Equipment Products:

| #                | Product      | Description  | Qty | Sell Price  | Total       |
|------------------|--------------|--|-----|-------------|-------------|
| 1.0              | 99577-001958 | LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order   | 1   | \$30,583.50 | \$30,583.50 |
| 2.0              | 41577-000290 | Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment; Temperature Adapter Cable, 5ft | 1   | \$0.00      | \$0.00      |
| 3.0              | 21996-000109 | Titan III WiFi Gateway   | 1   | \$830.25    | \$830.25    |
| Equipment Total: |              |  |     |             | \$31,413.75 |

### ProCare Products:

| #              | Product  | Description  | Qty | Sell Price | Total      |
|----------------|----------|--|-----|------------|------------|
| 4.0            | 78000171 | LIFENET Asset, per device  | 1   | \$218.00   | \$218.00   |
| 5.1            | 78000639 | ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order | 1   | \$2,696.40 | \$2,696.40 |
| ProCare Total: |          |  |     |            | \$2,914.40 |



Quick Quote 4/21/2022 4:31 PM

Quote Number: [REDACTED]

Version: 1  
Prepared For: WILLIAMSON COUNTY EMS  
Attn:

Remit to: **Stryker Medical**  
P.O. Box 93308  
Chicago, IL 60673-3308  
Rep: Heidi McGregor  
Email: heidi.mcgregor@stryker.com  
Phone Number:

Quote Date: 04/21/2022  
Expiration Date: 07/20/2022

Price Totals:

|                               |             |
|-------------------------------|-------------|
| Estimated Sales Tax (0.000%): | \$0.00      |
| Freight/Shipping:             | \$0.00      |
| Grand Total:                  | \$34,328.15 |

Prices: In effect for 90 days  
Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL



**Capital Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html). A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

**Commissioners Court - Regular Session****9.****Meeting Date:** 11/08/2022

Fourth Amendment to Expo Center Agreement with Taylor Rodeo Association

**Submitted For:** Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Fourth Amendment to that Certain Williamson County Exposition Center Operation and Use Agreement between Williamson County, Texas and Taylor Rodeo Association, Inc.

**Background**

Williamson County desires to allow the Taylor Rodeo Association (TRA) to contract with its own food and alcohol vendors, in exchange for a fee payable to the County for the two booked TRA events occurring in 2023. Contracted food and alcohol vendors must comply with the policies and procedures set forth, to include identified amounts of liquor liability insurance. This agreement was coordinated with Legal.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Fourth Amendment to Expo Center Operation and Use Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Russell Fishbeck

Final Approval Date: 11/02/2022

**Reviewed By**

Becky Pruitt

**Date**

11/02/2022 04:20 PM

Started On: 11/02/2022 03:59 PM

**FOURTH AMENDMENT TO**  
**WILLIAMSON COUNTY EXPOSITION CENTER**  
**OPERATION AND USE AGREEMENT**

**THIS FOURTH AMENDMENT TO THAT CERTAIN WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT** ("Fourth Amendment") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Owner") and TAYLOR RODEO ASSOCIATION, INC., a not-for-profit Texas corporation ("TRA").

**RECITALS**

**WHEREAS**, Owner and TRA executed that certain agreement entitled Williamson County Exposition Center Operation and Use Agreement hereinafter the "Agreement", which became effective as of July 22, 2015, for the operation and use of designated areas of the Williamson County Expo Center for specific events held by TRA;

**WHEREAS**, due to the strain and very unique circumstances that COVID-19 has placed on alcohol and food vendors, it has become necessary to amend the Agreement to allow TRA to contract with its own food and alcohol vendors for its TRA Booked Events occurring in 2023, as well as amend other provisions of the Agreement;

**NOW, THEREFORE**, premises considered, Owner and TRA agree that the Agreement is amended as follows:

**AGREEMENTS**

- 1. Event Booking Notices.** TRA hereby provides Owner with TRA's Booking Notices for Event #1, Event #2 and the Event #3 for the year of 2023:
  - a. Event #1: July 12-18, 2023;
  - b. Event #2: May 30 - June 5, 2023; and
  - c. Event #3: March 24-25, 2023.
- 2. Consumable Concessions.** TRA acknowledges that during Booked TRA Events, Owner events and third-party events, Owner has the exclusive right to license, sell, display, distribute and store (in locations reasonably convenient to Owner or its concessionaire and, as designated by Owner) all consumable concessions, which includes, but is not limited to food, food product, candy and any other edible items; nonalcoholic beverages; and alcoholic beverages; and TRA does not have any rights to any revenues generated from the sale of the above referenced items during any Booked TRA Event.

However, due to the strain and very unique circumstances that COVID-19 has placed on food and alcohol vendors, Owner hereby agrees to allow TRA to contract with its own food and alcohol vendors, in accordance with the terms hereof, for the Booked TRA Events occurring in 2023 provided that such food and alcohol vendors comply with the policies and procedures of the Owner and the Williamson County Expo Center.

- a. Any vendor providing alcoholic beverages must provide the following Liquor Liability Insurance:

Liquor Liability Insurance in the amount of at least \$1,000,000.00. Said insurance shall be written by a company or companies acceptable to Owner, authorized to engage in the business of liquor liability insurance in the state of Texas, and name Owner as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. TRA shall deliver to Owner certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

- b. In consideration of Owner's agreement to allow TRA to contract with its own food and alcohol vendors, TRA and Owner hereby agree to the following:
  - i. TRA shall pay Owner a fee of \$1.00 per attendee, which shall include all attendees who are eight (8) years of age and older, and a fee of \$2.00 for each event vendor; and
  - ii. For the Event #1 and Event #2, TRA shall pay Owner a flat fee of \$200.00 to cover the costs associated with attendees under the age of eight (8) years old.
  - iii. Exclusions: There shall be no fee for TRA members wearing official TRA issued shirts or for designated rodeo personnel, ticketing and trash collection personnel, event volunteers and event contestants.

**3. Obligations and Agreements of Owner:** During the effective period of this Fourth Amendment, Owner hereby agrees to:

- a. Provide all rodeo equipment preparation, setup and tear down services necessary for Booked Event #1 and Booked Event #2 in 2023, which shall include installation and tear down of chutes, panels, and pens;
- b. Provide arena and dirt preparation services necessary for Booked Event #1 and Booked Event #2 in 2023;
- c. Pay for restocking costs of the consumables used during Booked Events #1, #2 and #3 in 2023 (See Section 6.7 of the Agreement for types of consumables); and
- d. Pay for the utilities costs of the utilities used during Booked Events #1, #2 and #3 in 2023 (See Section 6.12 of the Agreement for types of utilities).

**4. Event Cleaning:** In order to comply with TRA's "Event Cleaning" obligations during Booked Events #1, #2 and #3 in 2023, which are set forth under Section 6.8 of the Agreement, TRA may contract with and directly pay Owner's janitorial services vendor, McLemore Building Maintenance, at the same rates that charged to Owner. TRA and McLemore Building Maintenance must enter into a separate agreement relating to payment terms and conditions and such separate agreement shall not have any effect on this Forth Amendment or the Agreement. This provision in no way affects TRA's obligation to remove trash from the bleachers and bulk trash from trash cans after each Booked Event.

**5. Control and Extent of Fourth Amendment:** To the extent necessary and for only the TRA Booked Events occurring in 2023, the amendments set out herein shall control and take precedent over any conflicting terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect. Following 2023, the

amendments set out herein shall not be effective and all original terms of the Agreement shall control thereafter.

6. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Fourth Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Fourth Amendment are the valid, binding and enforceable obligations of such party.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**WILLIAMSON COUNTY, TEXAS:**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_, 20\_\_\_\_  
Date

**TAYLOR RODEO ASSOCIATION,  
INC.:**

By: Edwin Stojanik

Signature

EDWIN STOJANIK  
Printed Name

PRESIDENT  
Title

NOV. 1, 2022  
Date

**Commissioners Court - Regular Session****10.****Meeting Date:** 11/08/2022

Approval of Purchase of Utility Cab Tractor, Blade and Claw from Ewald Kubota, Inc. for River Ranch Park - Parks 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) Kubota M Series M7060HDC Utility Cab Tractor, 4WD, one (1) Model BGR72-11 72" Claw Grapple, and one (1) Model AP-DZ3084 LandPride 84" 6-way Dozer Blade, from Ewald Kubota, Inc., in the amount of \$62,591.49 pursuant to Sourcewell Contract #031121-KBA and authorizing the purchase.

**Background**

Approval of these items will support the operations of the Williamson County Parks Department at River Ranch Park. Vendor has agreed to honor quote past October 31, 2022 date. Funding source is 01.0100.3107.005711. Point of contract is Benita Bonner or Keith Geer.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Kubota Quotes

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stephanie Robles

Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

11/03/2022 06:16 AM

11/03/2022 08:46 AM

Started On: 10/31/2022 06:40 PM

Quote Provided By  
 EWALD KUBOTA, INC.  
 Justin DeSpain  
 2650 N AUSTIN AVE  
 GEORGETOWN, TX 78626  
 email: justin.d@ewaldkubota.com  
 phone: 5128688686

- Standard Features -

- Custom Options -



M Series

**M7060HDC  
 UTILITY CAB TRACTOR, 4WD, HYDRAULIC-SHUTTLE  
 TRANSMISSION**

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

Model # V3307-CR-TE4  
 CRS - Common Rail Fuel Injection  
 Electronic Governor Control  
 Turbocharged with EGR Valve  
 4 Cyl - 203 cu. in.  
 ^ 71 Net Eng. HP  
 ^ 64 PTO HP  
 EPA Tier IV Emission Certified  
 12V 700 CCA Battery  
 Charging Output 60 amps (CAB)

**HYDRAULICS / HITCH / DRAWBAR**

Open Center Gear Type  
 First Remote (SCD) with Self  
 Canceling Detents  
**Eight Speed Models**  
 6.1 gpm Power Steering  
 11.0 gpm Remotes / 3 Pt. Hitch  
 @ 2770 psi  
 17.2 gpm Total  
 Cat II 3-point Hitch  
 At lift Point 4200 lbs.  
 24" Behind 3307 lbs.  
 Telescoping Lower Links  
 Stabilizers  
 Swinging Drawbar

**POWER TAKE OFF**

Live-Independent Hyd. PTO  
 SAE 1 3/8" Six Spline  
 540 rpm @ 2160 Eng. rpm

**FRONT AXLE**

Hydrostatic Power Steering  
 4WD Bevel Gear  
 Cast Iron  
 55 Degree turning angle  
 Limited Slip Differential  
 Adj. (Rim) Tread Spacing  
 HDC12:  
 4WD Automatic braking from 2WD with  
 both brakes applied  
 Electro/hydraulic engagement of front  
 wheel drive

**FLUID CAPACITY**

Fuel Tank (Cab) 23.8 gal  
 Cooling System 6.6 qts  
 Crankcase 8.5 qts  
 Transmission and  
 Hydraulics 10.6 gal  
 Front Axle (4WD) 8.5 qts

^ Manufacturer estimate.

**SELECTED TIRES**

AMR8605 & AMR8616  
 FRONT - LSW320/70R24 GDYR OPTI R1W  
 REAR - LSW 420/75R34 GDYR OPTI R1W

**DRIVE TRAIN**

**Eight Speed Models**  
 Four Speed Fully Synchronized  
 8F/8R Speeds Hydraulic shuttle  
 Cassette Type Creep Speed option  
 Planetary  
 Final Drives  
 Rear Diff. Lock (ALL)

**SAFETY EQUIPMENT**

Flip-Up PTO Shield  
 Safety Start Switches  
 PTO - OPC (Operator Presence  
 Control, Alarm 10 seconds  
 Electric Key Shut Off  
 Mechanical Wet Disc Brakes  
 Parking Brakes  
 Turn Signals  
 SMV Sign

**CAB MODEL**

Integral Factory ROPS Certified  
 Retractable Seat Belt  
 Flat Deck  
 Grammer Deluxe Seat with Armrests  
 Tinted Glass  
 Dual Level Air Conditioning & Heater  
 Electric A/C Controls  
 Front Wiper w/Washer - 2 Speed  
 Radio Ready, includes 2-speakers,  
 antenna, and wiring harness.  
 Left & Right Side Exterior Mirrors  
 2 - Front Work Lights  
 2 - Rear Work Lights  
 2 Doors, Frameless all glass  
 Left & Right Side Steps  
 Sun Visor  
 Tilt Steering Wheel  
 Interior Dome Light  
 Accessory Plug 12V - 15 Amp  
 12V 30 Amp Coupler  
 Cup Holder  
 Ashtray  
 Horn

**LIGHTING**

2 Headlights w/sidelights  
 2 Tail lights  
 4 Hazard Flasher Lights with Turn  
 Signals (CAB)  
 7 Pin Electrical Trailer Connector

**INSTRUMENTS**

Tachometer/Hour meter  
 Oil Pressure  
 Fuel Gauge  
 Coolant Temperature

M7060HDC Base Price: \$50,617.00

(1) 72" TWO-LEVER QUICK ATTACH ROUND  
 BACK BUCKET \$821.00  
 M1811-72" TWO-LEVER QUICK ATTACH ROUND BACK  
 BUCKET

(1) 2ND POSITION LEVER KIT \$163.00  
 M7687-2ND POSITION LEVER KIT

(1) 3RD POSITION VALVE MOUNTING KIT \$163.00  
 M7688-3RD POSITION VALVE MOUNTING KIT

(1) 3RD FUNCTION VALVE KIT CAB \$1,108.00  
 M7992-3RD FUNCTION VALVE KIT CAB

(1) FRONT LOADER (2 LEVER TYPE QUICK  
 COUPLER) \$5,932.00  
 LA1154A-FRONT LOADER (2 LEVER TYPE QUICK COUPLER)

(1) STANDARD VALVE KIT FOR CAB \$1,173.00  
 M7996-STANDARD VALVE KIT FOR CAB

(2) HYDRAULIC FLOAT DETENT (FD) \$1,592.00  
 M7611-HYDRAULIC FLOAT DETENT (FD)

Configured Price: \$61,569.00

Sourcewell Discount: (\$13,545.18)

SUBTOTAL: \$48,023.82

Factory Assembly: \$260.00

Dealer Assembly: \$745.17

Freight Cost: \$862.50

PDI: \$250.00

Total Unit Price: \$50,141.49

Quantity Ordered: 1

Final Sales Price: \$50,141.49

**Purchase Order Must Reflect  
 the Final Sales Price**

To order, place your Purchase Order directly with the quoting  
 dealer

**\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.1



Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, St, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_  
 P.O. No. \_\_\_\_\_  
 Date 10/11/2022

# Ewald Kubota

Sales Person: Justin DeSpain  
 Office Phone: (512) 868-8686  
 Mobile Phone: (512) 755-5957  
 Email: [justin.d@ewaldkubota.com](mailto:justin.d@ewaldkubota.com)



| Model     | Equipment Description         | Sale Price |
|-----------|-------------------------------|------------|
|           |                               |            |
|           |                               |            |
|           |                               |            |
|           |                               |            |
|           |                               |            |
|           |                               |            |
| BGR72-11* | 72" Claw Grapple for Tractors | \$3,961.00 |
|           |                               |            |
|           |                               |            |
|           |                               |            |

**Total Equipment Price: \$3,961.00**

| Additional Options |
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| Trailer |
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Trailer Taxes and Fees:

|  |
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|  |
|  |

| Trade Description | Value | Less Lien | Allowance |
|-------------------|-------|-----------|-----------|
|                   |       |           |           |
|                   |       |           |           |

*Please read: Prices on this sales quote are an estimate and are subject to change. Final pricing and applicable programs will be established at Delivery. Order cancellation and refund of any deposits are available in the event of a price increase between the date of the quote and the date of delivery.*

| Cash | No Extd Warranty | Option 1 Warranty | Option 2 Warranty |
|------|------------------|-------------------|-------------------|
| Rate | Mo.              |                   |                   |



Insurance on  
Term Selected:

|        |        |
|--------|--------|
| Month: | \$0.00 |
| Year:  | \$0.00 |
| Total: | \$0.00 |

|                             |                   |
|-----------------------------|-------------------|
| <b>Total Sale Price</b>     | <b>\$3,961.00</b> |
| Trade Allowance             | \$0.00            |
| Subtotal                    | \$3,961.00        |
| Sales Tax 8.25%             | \$0.00            |
| TERP Tax                    | \$0.00            |
| Heavy Equipment Tax         | \$0.00            |
| Delivery                    |                   |
| <b>Total Net Sale Price</b> | <b>\$3,961.00</b> |
| Down Payment                |                   |
| Prep/UCC Fee                | \$0.00            |
| Insurance (total over term) | \$0.00            |
| Total                       | \$3,961.00        |

Quote Valid Until:

**October 31, 2022**

Quote valid on current inventory only.

Acceptance

Subject to credit approval. Payments quoted are approximate. Finance rates are subject to change without notice. Additional \$5.00 doc fee for terms beyond 60 months. Kubota Credit requires proof of insurance on all contracts.

Name Williamson County  
 Address \_\_\_\_\_  
 City, St, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_  
 P.O. No. \_\_\_\_\_  
 Date 10/20/2022

# Ewald Kubota

Sales Person: Justin DeSpain  
 Office Phone: (512) 868-8686  
 Mobile Phone: (512) 755-5957  
 Email: [justin.d@ewaldkubota.com](mailto:justin.d@ewaldkubota.com)



| Model      | Equipment Description           | Sale Price |
|------------|---------------------------------|------------|
| AP-DZ3084* | LandPride 84" 6-way Dozer Blade | \$8,489.00 |
|            |                                 |            |
|            |                                 |            |
|            |                                 |            |
|            |                                 |            |
|            |                                 |            |
|            |                                 |            |
|            |                                 |            |
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**Total Equipment Price: \$8,489.00**

| Additional Options |
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| Trailer |
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Trailer Taxes and Fees:

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|  |
|  |
|  |

| Trade Description | Value | Less Lien | Allowance |
|-------------------|-------|-----------|-----------|
|                   |       |           |           |
|                   |       |           |           |

*Please read: Prices on this sales quote are an estimate and are subject to change. Final pricing and applicable programs will be established at Delivery. Order cancellation and refund of any deposits are available in the event of a price increase between the date of the quote and the date of delivery.*

| Cash |     |                  |                   |                   |
|------|-----|------------------|-------------------|-------------------|
| Rate | Mo. | No Extd Warranty | Option 1 Warranty | Option 2 Warranty |



Insurance on  
Term Selected:

|        |        |
|--------|--------|
| Month: | \$0.00 |
| Year:  | \$0.00 |
| Total: | \$0.00 |

|                             |                   |
|-----------------------------|-------------------|
| <b>Total Sale Price</b>     | <b>\$8,489.00</b> |
| Trade Allowance             | \$0.00            |
| Subtotal                    | \$8,489.00        |
| Sales Tax 8.25%             | \$0.00            |
| TERP Tax                    | \$0.00            |
| Heavy Equipment Tax         | \$0.00            |
| Delivery                    | \$0.00            |
| <b>Total Net Sale Price</b> | <b>\$8,489.00</b> |
| Down Payment                | \$0.00            |
| Prep/UCC Fee                | \$0.00            |
| Insurance (total over term) | \$0.00            |
| <b>Total</b>                | <b>\$8,489.00</b> |

Quote Valid Until:

**October 31, 2022**

Quote valid on current inventory only.

Acceptance

Subject to credit approval. Payments quoted are approximate. Finance rates are subject to change without notice. Additional \$5.00 doc fee for terms beyond 60 months. Kubota Credit requires proof of insurance on all contracts.

**Commissioners Court - Regular Session****11.****Meeting Date:** 11/08/2022

Approval of Purchase of Tasers from Axon Enterprise, Inc. for Constable Precinct #4

**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 Agreement #202357 for the purchase of eight (8) tasers and accessories from Axon Enterprise, Inc. in the amount of \$13,667.09 pursuant to BuyBoard contract #603-20, and authorizing execution of the agreement.

**Background**

Approval of this purchase will support the operations of the Constable Pct. #4 Office. The agreement is attached that details the eight (8) tasers and accessories to be purchased. Warranty is for a period of forty-eight (48) months. Legal, Contract Audit and Budget have reviewed this purchase. This expenditure will be charged to 01.0100.0554.003008. Department contact is Brian Olson.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Agreement

---

**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/03/2022 09:45 AM  
11/03/2022 09:51 AM  
Started On: 10/31/2022 03:21 PM



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Issued: 10/24/2022

Quote Expiration: 12/15/2022

Estimated Contract Start Date: 10/15/2022

Payment Terms: N30

Delivery Method:

| SHIP TO  | BILL TO   |
|--|---|
| Business;Delivery;Invoice;Other-412 Vance St<br>412 Vance St<br>Taylor, TX 76574-3506<br>USA | Williamson County Constable Pct. 4 - TX<br>412 Vance St<br>Taylor, TX 76574-3506<br>USA<br>Email: |

| SALES REPRESENTATIVE  | PRIMARY CONTACT  |
|---|--|
| Adam Smith<br>Phone: 602-751-1798<br>Email: asmith@taser.com<br>Fax: (480) 463-2201 | Ryan Lloyd<br>Phone: 512-352-4188<br>Email: ryan.lloyd@wilco.org<br>Fax: |

## Quote Summary

|                               |                    |
|-------------------------------|--------------------|
| Program Length                | 48 Months          |
| <b>TOTAL COST</b>             | <b>\$13,667.09</b> |
| <b>ESTIMATED TOTAL W/ TAX</b> | <b>\$13,667.09</b> |

## Discount Summary

|                          |               |
|--------------------------|---------------|
| Average Savings Per Year | \$0.00        |
| <b>TOTAL SAVINGS</b>     | <b>\$0.00</b> |

## Payment Summary

| Date         | Subtotal           | Tax           | Total              |
|--------------|--------------------|---------------|--------------------|
| Oct 2022     | \$13,667.09        | \$0.00        | \$13,667.09        |
| <b>Total</b> | <b>\$13,667.09</b> | <b>\$0.00</b> | <b>\$13,667.09</b> |

|                        |             |
|------------------------|-------------|
| Quote Unbundled Price: | \$13,667.09 |
| Quote List Price:      | \$13,667.09 |
| Quote Subtotal:        | \$13,667.09 |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                         | Description   | Qty | Term | Unbundled | List Price | Net Price  | Subtotal           | Tax           | Total              |
|------------------------------|---|-----|------|-----------|------------|------------|--------------------|---------------|--------------------|
| <b>A la Carte Hardware</b>   |   |     |      |           |            |            |                    |               |                    |
| 11504                        | LEFT-HAND HOLSTER, X26P, BLACKHAWK                      | 1   |      |           | \$77.35    | \$77.35    | \$77.35            | \$0.00        | \$77.35            |
| 22012                        | TPPM, TACTICAL BATTERY PACK, PINKY<br>EXTENDER, X2/X26P | 10  |      |           | \$79.23    | \$79.23    | \$792.30           | \$0.00        | \$792.30           |
| 11002                        | BLACK X26P CEW, HANDLE                                  | 8   |      |           | \$1,220.00 | \$1,220.00 | \$9,760.00         | \$0.00        | \$9,760.00         |
| <b>A la Carte Warranties</b> |   |     |      |           |            |            |                    |               |                    |
| 80398                        | EXT WARRANTY, X26P HANDLE                               | 8   | 48   |           | \$7.91     | \$7.91     | \$3,037.44         | \$0.00        | \$3,037.44         |
| <b>Total</b>                 |   |     |      |           |            |            | <b>\$13,667.09</b> | <b>\$0.00</b> | <b>\$13,667.09</b> |



## Delivery Schedule

### Hardware

| Bundle     | Item  | Description  | QTY | Estimated Delivery Date |
|------------|-------|--|-----|-------------------------|
| A la Carte | 11002 | BLACK X26P CEW, HANDLE                               | 8   | 10/15/2022              |
| A la Carte | 11504 | LEFT-HAND HOLSTER, X26P, BLACKHAWK                   | 1   | 10/15/2022              |
| A la Carte | 22012 | TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P | 10  | 10/15/2022              |

### Warranties

| Bundle     | Item  | Description               | QTY | Estimated Start Date | Estimated End Date |
|------------|-------|---------------------------|-----|----------------------|--------------------|
| A la Carte | 80398 | EXT WARRANTY, X26P HANDLE | 8   | 10/15/2023           | 10/14/2027         |

## Payment Details

**Oct 2022**

| Invoice Plan             | Item  | Description  | Qty | Subtotal           | Tax           | Total              |
|--------------------------|-------|--|-----|--------------------|---------------|--------------------|
| Invoice Upon Fulfillment | 11002 | BLACK X26P CEW, HANDLE                               | 8   | \$9,760.00         | \$0.00        | \$9,760.00         |
| Invoice Upon Fulfillment | 11504 | LEFT-HAND HOLSTER, X26P, BLACKHAWK                   | 1   | \$77.35            | \$0.00        | \$77.35            |
| Invoice Upon Fulfillment | 22012 | TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P | 10  | \$792.30           | \$0.00        | \$792.30           |
| Invoice Upon Fulfillment | 80398 | EXT WARRANTY, X26P HANDLE                            | 8   | \$3,037.44         | \$0.00        | \$3,037.44         |
| <b>Total</b>             |       |  |     | <b>\$13,667.09</b> | <b>\$0.00</b> | <b>\$13,667.09</b> |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract BuyBoard 603-20 (CEW only) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

10/24/2022





**Commissioners Court - Regular Session****12.****Meeting Date:** 11/08/2022

Approval of Blanket PO for Cell Phone Service from Verizon Wireless for Sheriff's Office

**Submitted For:** Joy Simonton**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a blanket purchase order for Verizon Wireless in the amount of \$56,088.00 pursuant to DIR cooperative contract #DIR-TELE-CTSA-003.

**Background**

Approval of this item will support the operations of the Williamson County Sheriff's Office. The blanket purchase order is to cover the expense of 228 phones at a rate of \$41.00 per month for the months of October 2022-March 2023. DIR cooperative contract #DIR-TELE-CTSA-003 is valid thru 11/5/2025. This expenditure will be charged to 01.0100.0560.004209. Department contact is Chief Pat Erickson.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

11/02/2022 09:28 PM

11/03/2022 07:58 AM

Started On: 10/26/2022 02:59 PM

**Commissioners Court - Regular Session****13.****Meeting Date:** 11/08/2022

Approval of Blanket PO for Cell Phone Air Cards from Verizon Wireless Sheriff's Office

**Submitted For:** Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving a blanket purchase order for air card service (internet access) with Verizon Wireless in the amount of \$54,477.66 pursuant to DIR contract #DIR-TSO-4336.

**Background**

Approval of this blanket purchase order will provide internet access for cell phones at the Williamson County Sheriff's Office. The amount is for two hundred thirty-nine (239) existing cell phones at a rate of \$37.99 per month for six (6) months. IT has reviewed this purchase. This expenditure will be charged to 01.0100.0560.004210. Department contact is Chief James Carmona.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

---

**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/03/2022 09:58 AM  
11/03/2022 10:00 AM  
Started On: 11/01/2022 08:40 AM

**Commissioners Court - Regular Session****14.****Meeting Date:** 11/08/2022

Approval of Addendum to Contract for Strategic Plan Consulting with SBrand Solutions, LLC for County Departments

**Submitted For:** Joy Simonton**Submitted By:** Joy Simonton, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving and Addendum to the contract awarded through #22RFSQ55 Strategic Plan Consulting to SBrand Solutions, LLC, in the increased amount of \$16,500.00 and authorizing execution of the revised agreement.

**Background**

The Commissioner's Court approved the award of #22RFSQ55 Strategic Plan Consulting to SBrand Solutions, LLC on 7/19/22. The planning project is underway. The Williamson County committee that is working with SBrand Solutions has requested additional focus group sessions, an additional commissioner's meeting and an additional team building session be added to the project. The additional scope of work, as reflected on Exhibit B, herein, will result in an additional \$12,000.00 in consulting fees and an additional \$4,500.00 in travel costs for a total of \$16,500.00, a 17% increase above the approved \$99,250.00 contract.

**Sbrand Solutions, LLC Contract Addendum**

|                    |                    |
|--------------------|--------------------|
| Original Work Cost | \$85,250.00        |
| Proposed Work Cost | \$97,250.00        |
| Increase Amount    | <b>\$12,000.00</b> |

|                          |                   |
|--------------------------|-------------------|
| Original Travel Estimate | \$14,000.00       |
| Proposed Travel Estimate | \$18,500.00       |
| Increase Amount          | <b>\$4,500.00</b> |

The total approved contract expense amount would increase to \$115,750.00. The attached addendum has been updated from a total not to exceed amount of \$150,000.00 to a new not to exceed amount of \$162,250.00 per Legal and Contract Audit guidelines.

The additional proposed fees shall be charged to Professional Services 01-0100-0409-004100. Of note, the Budget Office recommends that the Long Range Planning cost center, 01-0100-0409-004989, be charged for the Retreat portion of the original scope of work in the amount of \$14,500.00. The department point of contacts are Joy Simonton and Rachel Arnold.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

SBrand County Addendum 10.24.2022

SBrand Exhibit B V3 10-24-22

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**Form Review****Inbox****Reviewed By****Date**

County Judge Exec Asst.  
Form Started By: Joy Simonton  
Final Approval Date: 11/02/2022

Becky Pruitt

11/02/2022 02:22 PM  
Started On: 11/02/2022 12:33 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**COUNTY ADDENDUM FOR  
PROFESSIONAL SERVICES AGREEMENT  
FOR STRATEGIC VISION AND PLAN  
FOR WILLIAMSON COUNTY**

**(RFQ #22RFQ55)**

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

THIS ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **SBrand Solutions LLC** (hereinafter "Provider"), a Limited Liability Company. The parties originally entered into an Agreement on July 19, 2022. Provider is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Cost and Payment:** This amendment will revise the compensation cap set forth in the original agreement (under paragraph III) to a not-to-exceed amount of **One hundred sixty-two thousand two hundred-fifty dollars (\$162,250.00)**.

**II.**

Exhibit “B” is revised and shall be replaced with the attached Exhibit “B,” which is version V3 and dated October 19, 2022 and incorporated herein as if copied in full.

**III.**


In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:

PROVIDER:

\_\_\_\_\_  
Authorized Signature  
Date: \_\_\_\_\_, 2022

  
\_\_\_\_\_  
Authorized Signature  
Date: \_\_\_\_November 2\_, 2022

## Exhibit B

### Williamson County Strategic Plan

### Phases, Tasks, Deliverables and Pricing

Revised 10.19.22



| Phases and Tasks  |   |  | Deliverable                | Proposed Dates (To be finalized) | Cost        |
|---|---|--|----------------------------|----------------------------------|-------------|
| Phase 1 -Process Design, Foundational Work, Process Approval  |   |  |                            |                                  |             |
| Task 1.1  | Kickoff and Logistics Meeting (Zoom) - 2 hour meeting   | Logistics meeting to review framework, process, milestones and deliverables  | Week of August 22          | \$                               | 1,500.00    |
| Task 1.2  | Weekly planning meetings (Zoom) and emails throughout the project   | For updates, feedback, course correction   | August 29 - January 31     | \$                               | 5,000.00    |
| Task 1.3  | Creation of Engagement and Outreach Plan with Williamson County Core Team   | Engagement and Outreach Plan (internal and external)   | September 23, 2022         | \$                               | 500.00      |
| Task 1.4  | Commissioner Meeting #1 (Zoom)  | Virtual meeting, to review and approve process   | Week of September 26, 2022 | \$                               | 750.00      |
| Task 1.5  | Project Management Plan Created and Approved  | Project Management Plan  | September 23, 2022         | \$                               | 500.00      |
| TOTAL PHASE 1   |   |  |                            | \$                               | 8,250.00    |
| Phase 1 Deliverable: Approved engagement process and plan and project management plan   |   |  |                            |                                  |             |
| Phase 2 -Document Review, Engagement and Outreach   |   |  |                            |                                  |             |
| Task 2.1  | Review documents from County  | County coordinates all relevant documents for review (budget, plans, information)  | September 16, 2022         | \$                               | 1,000.00    |
| Task 2.2  | Recommended partners for engagement   | County provides a list of organizations and contacts provided for outreach   | September 19, 2022         |                                  |             |
| Task 2.3  | Recommended list of interviewees (15)   | County provides names, titles, emails and phone numbers of internal stakeholders to engage   | September 19, 2022         |                                  |             |
| Task 2.4  | Create draft and final interview questions  | Internal and external interview questions  | August 29 - September 16   | \$                               | 1,500.00    |
| Task 2.5  | Internal Survey: Create draft staff and final internal survey questions for approval, release and monitor survey    | Internal elected official, department head and staff survey questions (3 separate surveys)   | August 29 - September 16   | \$                               | 3,000.00    |
| Task 2.6  | External Survey: Create draft and final community/partner survey questions for approval, release and monitor survey | Community, partners and stakeholders (1 survey)  | August 29 - September 16   | \$                               | 1,000.00    |
|   | Note: survey and interviews will take place AFTER full approval on September 16                                     | Survey commences and interviews start, ongoing through end date  | September 17 - October 21  |                                  | Information |
| Task 2.7  | Personal interviews (in person, Zoom or email)  | Gather input from all 5 Commissioners on priorities in up to one hour interviews. Billing includes all emails and outreach necessary to schedule, scheduling software, and administrative support which will be billed regardless of interview taking place. | October 3 - November 4     | \$                               | 1,000.00    |
| Task 2.8  | Specific Department/Office Focus Group Engagement (in person)   | 10 focus groups up to 2 hours each: 15 in attendance each time (for elected official and department directors)   | October 10 - 14            | \$                               | 15,000.00   |
| Task 2.9  | External Stakeholder Focus Groups (in person)   | 4 focus groups up to 2 hours each for managers, mayors and/or other stakeholders, 15 in attendance each time   | October 10 - 14            | \$                               | 6,000.00    |
| Task 2.10   | Full report of engagement data: interviews and surveys  | Engagement Report with themes, priorities, and areas of concern  | October 31, 2022           | \$                               | 2,000.00    |
| Task 2.11   | Additional Focus Groups   | 3 additional focus groups up to 2 hours each: one internal, one external. Information to be compiled for final Focus Group report.   | November 16, 2022          | \$                               | 4,500.00    |
| TOTAL PHASE 2   |   |  |                            | \$                               | 35,000.00   |
| Phase 2 Deliverable: Community engagement materials, Engagement Report, survey results and documentation, open houses, focus groups |   |  |                            |                                  |             |
| Phase 3 - Facilitated Strategic Plan and Implementation Plan Meetings   |   |  |                            |                                  |             |
| Task 3.1  | One day retreat to complete all the details of the Strategic Plan (in person)                                       | 1 full day meeting (Between 6 - 8 hours total)   | January 25, 2023           | \$                               | 14,500.00   |
| Task 3.1.1  | Commissioner Meeting to Define Vision, Mission, Values  | 4 hour meeting   | January 24, 2023           | \$                               | 5,000.00    |
| Task 3.1.2  | Team Building Component Separate from Strategic Planning  | Team development conversation and activities   | January 24, 2023           | \$                               | 2,500.00    |
| Task 3.2  | Key Focus Area team meetings to craft the Implementation Plan details (in person)                                   | 5 meetings, up to 4 hours each   | February 6, 7, 8, 9        | \$                               | 18,000.00   |
| TOTAL PHASE 3   |   |  |                            | \$                               | 40,000.00   |
| Phase 3 Deliverable: Facilitated meetings for Strategic Plan and Implementation Matrix  |   |  |                            |                                  |             |
| Phase 4 - Create and Review Documents   |   |  |                            |                                  |             |
| Task 4.1  | Strategic Plan Framework Draft  | Draft document   | February 1, 2023           | \$                               | 3,000.00    |
| Task 4.2  | Commissioner Meeting #2 to Review Draft Plan (Zoom)   | Virtual meeting, up to 2 hours   | Week of February 13        | \$                               | 750.00      |
| Task 4.3  | Internal staff review and meetings for feedback   | SBrand provides template, agenda and information for elected officials and department heads to hold internal meetings  | Week of February 13        | \$                               | 500.00      |
| Task 4.4  | Strategic Plan Revision #1  | Revisions based on Williamson County feedback. All feedback to be email to SBrand on form provided, in one email with one attachment   | By February 20, 2023       | \$                               | 1,500.00    |

8 - 10, 12 - 2, 2:30 - 4:30 (external)

|  |   |  |                      |    |           |
|--|---|--|----------------------|----|-----------|
| Task 4.5   | Strategic Plan Revision #2                                | Revisions based on Williamson County feedback. All feedback to be email to SBrand on form provided, in one email with one attachment.  | By February 27, 2023 | \$ | 750.00    |
| Task 4.6   | Strategic Plan final and printing                         | Hard copy final strategic plan in color with graphics - 50 copies full color, spiral bound, assumes 30 pages. Pricing is proposed at actual printing cost plus staffing time | March 5, 2023        | \$ | 3,000.00  |
| Task 4.7   | Implementation Matrix and Plan                            | Final Xcel spreadsheet matrix with Key Focus Areas, Strategic Goals, SMART Objectives, Owner. May have Action Steps, may have KPI's depending on work done by County.        | March 5, 2023        | \$ | 3,000.00  |
| Task 4.8   | Executive Summary with Recommendations                    | Report: Executive Summary of Strategic Plan  | Late March, 2023     |    | Included  |
| Task 4.9   | Commissioner Meetings #3 and #4 (one Zoom, one in person) | 2 public hearings, up to 2 hours each, with formal presentation of strategic plan (1 virtual, 1 in person)   | Late March, 2023     | \$ | 1,500.00  |
| TOTAL PHASE 4  |   |  |                      | \$ | 14,000.00 |
| Phase 4 Deliverable: Draft, Final with Native Files Strategic Plan with Implementation Documents |   |  |                      |    |           |
| Total  |   |  |                      | \$ | 97,250.00 |

|  |   |  |           |
|--|---|--|-----------|
| Total Not to Exceed Cost for Project (does not include travel) |   | \$                                     | 97,250.00 |
| Travel Costs   | 5 separate trips: October 10 - 14 (3 facilitators), November 16 (1 facilitator), January 24/25 (3 facilitators), February 6/7/8/9 (2 facilitators), January presentation (1 facilitator)  | At cost, estimated at \$18,500 maximum |           |
|  | Meetings are categorized as either all in person or all virtual (all participants and facilitators are 100% in person, or all participants and facilitators are 100% virtual) If the client changes any in person meetings to hybrid (participants are BOTH in person and virtual), additional cost will be invoiced at \$100 per hour for hybrid facilitator and support |  |           |

| Optional Ongoing Support and Implementation                           |  | Does not include travel, does include supplies |  |           |           |
|---|--|--|--|-----------|-----------|
| Monthly conference calls, customized templates                        | Monthly video conference, written templates, all emails and phone calls, individual and team support |  |  |           | Included  |
| Quarterly Review and Update Meeting                                   | 5 (1 per KFA) 3 hour meetings to update the Implementation Plan                                      | \$   |  | 11,250.00 |           |
| Quarterly Review and Update Meeting                                   | 5 (1 per KFA) 3 hour meetings to update the Implementation Plan                                      | \$   |  | 11,250.00 |           |
| Quarterly Review and Update Meeting                                   | 5 (1 per KFA) 3 hour meetings to update the Implementation Plan                                      | \$   |  | 11,250.00 |           |
| Quarterly Review and Update Meeting                                   | 5 (1 per KFA) 3 hour meetings to update the Implementation Plan                                      | \$   |  | 11,250.00 |           |
| Updates to Strategic Plan and Implementation Plan as Needed           | Done by graphic designer, presented in a public meeting for consideration                            | \$   |  | 1,500.00  |           |
| Deliverable: Full Year of Ongoing Support and Implementation Meetings |  |  |  | \$        | 46,500.00 |

| Title                         | Description  | Hourly Rate |        |
|-------------------------------|--|-------------|--------|
| Certified Master Facilitator  | Holds a Certified Master Facilitator and at least 10 years of facilitation experience                | \$          | 350.00 |
| Certified Facilitator         | Holds a certification in facilitation and at least 10 years of facilitation experience               | \$          | 250.00 |
| Lead Facilitator              | Has at least 10 years of facilitation experience   | \$          | 150.00 |
| Certified Virtual Facilitator | Holds a Certified Virtual Facilitator, will assist in virtual or hybrid meetings                     | \$          | 75.00  |
| Administrative Support        | Any and all administrative support   | \$          | 50.00  |
| Graphic Design Support        | Original graphic design for documents, social media  | \$          | 75.00  |
| Communications Support        | Creating messaging and content for social media or other communications (press releases, internal or | \$          | 75.00  |

Note: hourly rates include all overhead, software and technical support, and all costs.



**Commissioners Court - Regular Session****15.****Meeting Date:** 11/08/2022

Approval of Change Order for Additional System Components for the 480th District Courtroom from Data Projections, Inc. for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the Change Order from Data Projections, Inc. for additional system components at the new courtroom for the 480th District Court increasing the original amount by \$2,610.17, pursuant to TIPS contract #210101, and authorizing the execution of the Change Order. Funding Source is P515.

**Background**

The original purchase was approved by the Commissioner's Court on 9/28/21 under agenda item #17. The Change Order is for installation and equipment needed for the back office feed. The attached quote has the detailed information regarding the materials and installation. Legal, Audit and Budget have reviewed this change order. Funding Source is P515. The department point of contact is Don Heflin.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Redacted Change Order Data Projections

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/03/2022 09:54 AM  
11/03/2022 09:55 AM  
Started On: 10/27/2022 01:01 PM



DATA  
PROJECTIONS

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

## CHANGE ORDER QUOTE

| BILL TO  | SHIP TO  |  |
|--|--|--|
| Company: Williamson County<br>Address: 3101 Se Inner Loop<br>Ste 105<br>Round Rock, TX 78664<br>Contact: Accounts Payable<br>Phone: (512) 943 1100<br>Email: accountspayable@wilco.org | Company: Williamson County<br>Address: 3101 Se Inner Loop<br>Ste 105<br>Round Rock, TX 78664<br>Contact: Don Heflin<br>Phone: (512)943-1490<br>Email: Don.Heflin@Wilco.Org | Date: 10/07/2022<br>Expiry Date: 10/28/2022<br>P.O No: 178746<br>Sales Rep: Mark Mazac<br>Phone: (512) 271 6538<br>Email: mmazac@dataprojections.com |

### TITLE

CCO-002 BACK OFFICE FEED / SWAP OUT PODIUM

| PART NUMBER             | MANUFACTURER | DESCRIPTION   | QTY  | UNIT PRICE | TOTAL PRICE |
|-------------------------|--------------|---|------|------------|-------------|
| AV-NH1                  | RDL          | RDL NETWORK TO STEREO HEADPHONE AMP                                   | 1.00 | \$479.90   | \$479.90    |
| 997-7052-00             | PLANAR       | PCT2485 HELIUM 24" PROJECTED CAPACTIVE MULTI-TOUCH LED,USB CONTROLLER | 1.00 | \$438.27   | \$438.27    |
| MISCELLANEOUS MATERIALS |              | MISCELLANEOUS MATERIALS   | 1.00 | \$92.00    | \$92.00     |

| INSTALLATION SERVICES        |  |  |       |          |            |
|------------------------------|--|--|-------|----------|------------|
| INSTALLATION                 |  |  | 16.00 | \$100.00 | \$1,600.00 |
| INSTALLATION SERVICES TOTAL: |  |  |       |          | \$1,600.00 |
| Subtotal:                    |  |  |       |          | \$2,610.17 |
| Tax:                         |  |  |       |          | \$0.00     |
| Total:                       |  |  |       |          | \$2,610.17 |

### CHANGE ORDER - HISTORY

| ORDER DATE                  | ORDER NO. | PROJECT NO. | TITLE  | TOTAL        |
|-----------------------------|-----------|-------------|--|--------------|
| 05/31/2022                  |           | DPP-10861   | WILCO - New District Courtroom - TIPS 210101 | \$150,287.78 |
| 09/28/2022                  |           | DPP-10861   | CCO-001 PODIUM OPTIONS                       | \$1,280.25   |
| Sum Prior To This CCO:      |           |             |  | \$151,568.03 |
| This CCO Quote:             |           |             |  | \$2,610.17   |
| New Sum Including This CCO: |           |             |  | \$154,178.20 |

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

This change order incorporates TIPS #210101 herein as if copied in full. To the extent there is any conflict between this change order quote and TIPS #210101, the mandatory customer terms and conditions of TIPS #210101 shall govern.

|  |                                 |                         |
|--|---------------------------------|-------------------------|
| Data Projections: <u>Mark D. Mazac</u><br>(Print Name) | SIGNATURE: <u>Mark D. Mazac</u> | DATE: <u>10/31/2022</u> |
| BUYER: _____<br>(Print Name)                           | SIGNATURE: _____                | DATE: _____             |

**Commissioners Court - Regular Session****16.****Meeting Date:** 11/08/2022

Approval of the Purchase of Power Policy Professional Software Subscription from Power DMS for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving agreement #202335 between Power DMS, Inc. and Williamson County for PowerPolicy Professional Subscription in the amount of \$30,400.96, and authorizing execution of the agreement.

**Background**

The approval of this agreement will benefit the Williamson County IT Department with the ability to create, edit, organize and distribute content from a secure, cloud-based site. The department obtained three (3) quotes for this purchase. Key features included are automatic workflows, signature capture and tracking, side-by-side comparison, Public Facing documents, PowerDMS University and analytics, for advanced reporting. The agreement is attached which outlines the subscription, single sign on service, and site connection fee. Coverage period is from 10/30/2022-10/29/2023. IT, Legal, Contract Audit and Budget have reviewed this purchase. This expenditure will be charged to 01.0100.0503.005741. Department contact is Jeff Isbell.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Agreement

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/03/2022 09:56 AM  
11/03/2022 09:58 AM  
Started On: 10/31/2022 03:05 PM

**Contract Details**

**Account Number:** [REDACTED]  
**Customer:** Williamson County (TX)  
**Sales Rep:** Salesforce Administrator

**Order Details**

**Order Date:** 10/30/2022  
**Valid Until:** 11/10/2022  
**Subscription Start Date:** 10/30/2022  
**Subscription Term (months):** 12

**Customer Contact**

**Billing Contact:** Williamson County (TX)  
Tammy McCulley  
**Address:** 301 SE Inner Loop  
Georgetown, TX 78626

**Billing Contact Email:** tmcculley@wilco.org  
**Phone:** 512-943-1455  
**Fax:**

**Payment Terms**

**Payment Term:** Net 60  
**PO Number:**

**Notes:** OPTION - Increase to 2000-2099 user tier upon renewal date and Remove training module access

**Subscription Service**

| Item  | Type      | Start Date | End Date   | Qty   | Total              |
|---|-----------|------------|------------|-------|--------------------|
| PowerPolicy Professional Subscription   | Recurring | 10/30/2022 | 10/29/2023 | 2,099 | \$26,267.72        |
| A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. |           |            |            |       |                    |
| SSO   | Recurring | 10/30/2022 | 10/29/2023 | 2,099 | \$1,633.24         |
| Single Sign on Service  |           |            |            |       |                    |
| Site Connection Fee - 501+ users  | Recurring | 10/30/2022 | 10/29/2023 | 1     | \$2,500.00         |
| Cost to combine accounts together for 501+ users.   |           |            |            |       |                    |
| <b>TOTAL:</b>   |           |            |            |       | <b>\$30,400.96</b> |

This price does not include any sales tax.

**Additional Terms and Conditions**

**Payment Terms** All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

**Terms & Conditions** Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

**Special Terms & Conditions** Notwithstanding the Terms and Conditions above, the following provisions shall apply:

1. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
2. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
3. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

4. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
5. Right to Audit: PowerDMS agrees that Customer or its duly authorized representatives shall during the term of this Agreement and for ninety days thereafter have access to and the right to examine and photocopy any and all books, documents, papers and records of PowerDMS which are directly pertinent to the services to be performed under this Service Order for the purposes of making audits, examinations, excerpts, and transcriptions. Customer shall give PowerDMS reasonable advance notice of intended audits.

Accepted and Agreed By Authorized Representative of:  
**Williamson County (TX)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NEOGOV**

Signature:  \_\_\_\_\_

Printed Name: Ana Alfaro

Title: Revenue Accounting Manager

Date: 10/27/2022

**THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL**

**Commissioners Court - Regular Session****17.****Meeting Date:** 11/08/2022

Approval of Purchase of Pathsolutions, Inc. Software from SHI Government Solutions for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of Pathsolutions, Inc. software licenses, support and updates from SHI Government Solutions in the amount of \$69,348.00 pursuant to Omnia Partners Cooperative contract #2018011-02.

**Background**

Approval of this item will support IT operations. The quote is attached that outlines the license, support and updates to be purchased. Pathsolutions, Inc. software is a network management solution that allows the IT Department to monitor the status of every device on the network and helps to identify, isolate and troubleshoot issues in the network substantially cutting the amount of time it takes to respond and investigate an issue. Pathsolutions, Inc. software also scans every network device and alerts to any outdated protocols to better identify vulnerabilities on the network. IT, Legal, Contract Cudit and Budget have reviewed this purchase. This expenditure will be charged to 01.0100.0503.005741. Department is Rory Tierney.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Quote

---

**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/02/2022 10:27 PM  
11/03/2022 08:45 AM  
Started On: 10/31/2022 03:19 PM



## Pricing Proposal

Created On: 10/14/2022

Valid Until: 11/30/2022

### County of WILLIAMSON

#### Thomas Gillespie

710 South Main Street  
Georgetown, TX 78626-5703

United States

Phone: 512-943-1465

Fax:

Email: thomas.gillespie@wilco.org

### IAM

#### Gregory Gonedes

SHI Government Solutions  
3828 Pecana Trail

Austin, TX 78749

Send PO's to: Texas@shi.com

8008706079

5127320232

Phone: 800-870-6079

Fax: 512-732-0232

Email: gregory\_gonedes@shi.com

All Prices are in US Dollar (USD)

| Product  | Qty   | Your Price | Total       |
|--|-------|------------|-------------|
| 1 TotalView12-CORE (Perpetual License)<br>Pathsolutions, Inc. - Part#:<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02           | 17000 | \$3.00     | \$51,000.00 |
| 2 Telecom Ops Module (Perpetual License)<br>Pathsolutions, Inc. - Part#:<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02         | 1     | \$9,900.00 | \$9,900.00  |
| 3 Software Support and Updates<br>Pathsolutions, Inc. - Part#:<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02                   | 1     | \$0.00     | \$0.00      |
| 4 TotalView SecOpsMgr Module (Perpetual License)<br>Pathsolutions, Inc. - Part#:<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02 | 1     | \$7,128.00 | \$7,128.00  |
| 5 Professional Services<br>Pathsolutions, Inc. - Part#:<br>Contract Name: Omnia Partners - IT Solutions<br>Contract #: 2018011-02                          | 4     | \$330.00   | \$1,320.00  |
| Subtotal   |       |            | \$69,348.00 |
| Shipping   |       |            | \$0.00      |
| Total  |       |            | \$69,348.00 |

#### Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.



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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

**Commissioners Court - Regular Session****18.****Meeting Date:** 11/08/2022

Approval of Quote for Audio/Video System Upgrade to Jail Magistrate Office with Data Projections, Inc. for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the Quote from Data Projections, Inc. for an Audio/Video (A/V) System Upgrade to the Jail Magistrate Office for a total of \$11,119.21 pursuant to TIPS contract #210101, and authorizing the execution of the quote. Funding Source is P540.

**Background**

The approval of this quote will benefit the Williamson County Jail Magistrate Office with an upgrade to the A/V system. The attached quote details the materials, hardware and installation services for this upgrade. IT, Legal, Contract Audit and Budget have reviewed the quote. Funding Source is P540. The department point of contact is Richard Sample.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Data Projections Redacted Quote

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/02/2022 09:57 PM  
11/03/2022 07:59 AM  
Started On: 10/28/2022 01:16 PM



# DATA PROJECTIONS

Wilco - AV System Upgrade [REDACTED] - TIPS 210101

Quote Number: [REDACTED]

Contract Number: TIPS 210101

Date: 09/28/2022

Prepared for:

**Williamson County**

Don Heflin

Don.Heflin@Wilco.Org



Thank you for allowing Data Projections the opportunity to present this solution.

As a leading audiovisual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audiovisual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- The conference, board rooms, and training rooms of all shapes and sizes
- Digital signage implementations across the enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audiovisual command and control systems
- College and university classrooms, lecture halls, and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital, and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Data Projections, Inc.



### Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio Visual System and Installation at the Williamson County [REDACTED] in Georgetown, Texas.

#### **-Project Location:**

Williamson County Courthouse

[REDACTED]

Georgetown, TX 78626

#### **-Onsite Point of Contact:**

Don Heflin

Williamson County

Phone: 512-409-6222

Don.Heflin@wilco.org

### SCOPE OF WORK - WILCO -

[REDACTED]

Data Projections will provide, install, and test the following as summarized below:

#### **Video:**

- QTY. 1 - 50" Ceiling mounted Display in waiting area
  - Room with lockers, mounting location TBD with Wilco facilities
    - Power and pathway to camera required
  - Display ON/OFF and Mute control from Extron Keypad
- QTY. 1 - Ceiling mounted HDMI Camera
  - Camera to be mounted for optimum view of inmate
    - Image to be sent via HDBT extender to Display in waiting area
    - 70M HDBT Extension has been specified. If cable run is to exceed this length, then longer distance HDBT extenders will be required to be purchased
  - NO PTZ CONTROL OF CAMERA

#### **Audio:**



- QTY. 2 - Table-Top boundary mics
  - 1 for each side of the glass
  - Judge will have ability to mute both microphones simultaneously from Extron Keypad
- Extron Mixer with DSP
  - - Location to mount the Mixer is TBD (1 shelf worth of gear fairly close to the microphone location).

#### Control:

- Extron MLC 100
  - Power over POE
  - Controls Include:
    - System ON/OFF
      - Turn off Display
      - Mute Microphones
      - Disable Camera
    - Mic Mute
    - Camera Mute
    - Volume Control of Display Speaker Level

#### MISC. Materials-

- All Cables, Connectors and Consumables are detailed in quote and/or included in Project Totals

#### Special Notes:

- Williamson County will provide power for all AV equipment and will ensure DPI technicians have ample time and full access to the space for installation in Courtroom(s) and Hallway
- Williamson County ensures a cable pathway exist between Camera/Mic location back to the Display location is waiting area.
- Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
- Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.

#### Scope Conclusion:

Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.



DATA  
PROJECTIONS

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

#### Change Orders:

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County & Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.





# DATA PROJECTIONS

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## HARDWARE

| PART NUMBER    | MANUFACTURER | DESCRIPTION   | QTY  | UNIT PRICE | TOTAL PRICE |
|----------------|--------------|---|------|------------|-------------|
| FW50BZ30J      | SONY         | 50" 3840X2160 4K LED BRAVIA DISPLAY 24/7              | 1.00 | \$1,030.86 | \$1,030.86  |
| DL-USB-PTZ20-W | LIBERTY      | HD PTZ CAMERA USB 3.0/SDI                             | 1.00 | \$939.19   | \$939.19    |
| DL-1H1A-WPKT-W | LIBERTY      | 70M HDBT HDMI EXTENDER SET                            | 1.00 | \$258.97   | \$258.97    |
| 3334H00010     | AKG          | LOW PROFILE BOUNDARY LAYER MIC, XLR VERSION           | 2.00 | \$319.11   | \$638.22    |
| 60-1096-01     | EXTRON       | THREE INPUT STEREO MIXER WITH DSP                     | 1.00 | \$373.42   | \$373.42    |
| 60-1469-03     | EXTRON       | MEDIALINK PLUS CONTROLLER                             | 1.00 | \$851.85   | \$851.85    |
| 60-1233-02     | EXTRON       | POWER INJECTOR FOR XTP AND PRO SERIES CONTROL SYSTEMS | 1.00 | \$221.52   | \$221.52    |
| MCM1U          | CHIEF        | SINGLE CEILING MOUNT MEDIUM BLACK                     | 1.00 | \$255.42   | \$255.42    |
| CMA330         | CHIEF        | OFFSET FIXED CEILING PLATE 1-1/2 NPT                  | 1.00 | \$52.67    | \$52.67     |
| CMS0305        | CHIEF        | ADJ. PIPE 36" TO 60"                                  | 1.00 | \$146.47   | \$146.47    |
| Subtotal:      |              |   |      |            | \$4,768.59  |

## SERVICES

| Installation Services Details | TOTAL PRICE |
|-------------------------------|-------------|
| DESIGN/ENGINEERING            | \$896.00    |
| INSTALLATION LABOR            | \$3,200.00  |
| PROGRAMMING LABOR             | \$800.00    |
| PROJECT MANAGEMENT            | \$960.00    |
| Subtotal:                     | \$5,856.00  |

## MISCELLANEOUS MATERIALS

| Miscellaneous Details   | QTY  | UNIT PRICE | TOTAL PRICE |
|-------------------------|------|------------|-------------|
| MISCELLANEOUS MATERIALS | 1.00 | \$269.79   | \$269.79    |
| Subtotal:               |      |            | \$269.79    |

## SERVICE AGREEMENT & MAINTENANCE

| Service Agreement Details   | TOTAL PRICE |
|-----------------------------|-------------|
| 90 DAY WORKMANSHIP WARRANTY | \$0.00      |
| Subtotal:                   | \$0.00      |





# DATA PROJECTIONS

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

## Wilco - AV System Upgrade for [REDACTED] - TIPS 210101

Prepared by:

Data Projections, Inc.

4616 W. Howard Ln Ste 140

Austin, TX 78728

Mark Mazac

(512) 271 6538

mmazac@dataprojections.com

Job Location:

[REDACTED]

[REDACTED]

Georgetown, TX 78626

Don Heflin

Don.Heflin@Wilco.Org

Quote Information:

Quote Number: [REDACTED]

Date: 09/28/2022

Expiry Date: 10/28/2022

P.O. No:

Contract No: TIPS 210101

## Quote Summary

| DESCRIPTION                     | AMOUNT      |
|---------------------------------|-------------|
| HARDWARE                        | \$4,768.59  |
| INSTALLATION SERVICES           | \$5,856.00  |
| MISCELLANEOUS MATERIALS         | \$269.79    |
| SERVICE AGREEMENT & MAINTENANCE | \$0.00      |
| Subtotal:                       | \$10,894.38 |
| Shipping:                       | \$224.83    |
| Estimated Tax:                  | \$0.00      |
| Total:                          | \$11,119.21 |

Interested in our AVaaS offering or other service options? Contact your sales representative.

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

### Data Projections, Inc.

SIGNATURE: Mark D. Mazac

NAME: Mark Mazac

TITLE: Account Executive

DATE: 10/11/2022

### Williamson County

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## GENERAL TERMS AND CONDITIONS

### Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

### This Scope of Work is delivered based on the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone, and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems before occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with the completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at the time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- Client is to provide secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple-day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational, and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.



- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on touch panel layout/correspondence will be completed by the Customer within two business days

## Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed before Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email, or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Client walk-through and user acceptance training before project is transitioned to Service department

## User Acceptance Training

This is geared specifically towards the end-user/operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas of training include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if help is required.

## Change Management Procedure

Any changes to the scope of the project that effect the contractual value of the project must be in writing signed by the Client and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment, or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract.

## Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. The recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents.

## Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. Products that are defective will be repaired, replaced, or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be requested in a timely manner and must be in their original, undamaged, and untarnished condition and must include all original packaging, documentation, and accessories. Restocking fees may apply





to the items being returned. Any custom-ordered products are not eligible to be returned. Please consult Data Projections for additional details.

## **Warranty**

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature, or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

## **Indemnification**

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director, and employees (Collectively, Client) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees, and subcontractors (collectively, Data Projections) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

## **No Hire Policy**

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months before the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, online job boards or postings, agencies, open houses, or job fairs.

## **Payment Terms**

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the Client agree to add hardware, software, or functionality not specifically addressed in this Statement of Work/Executive Summary. If the project becomes delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled. Data Projections will assess a surcharge of 2.29% on all credit card transactions to cover our processing costs. The surcharge imposed will not be greater than the direct cost incurred from the processing of credit card payments. Data Projections does not surcharge debit card transactions.



**No Waiver of Sovereign Immunity or Powers:**

Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

**Termination for Convenience:**

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

**Texas Prompt Payment Act Compliance:**

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

**Mediation:**

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

**Venue and Governing Law:**

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

**Right to Audit:**

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

**Commissioners Court - Regular Session****19.****Meeting Date:** 11/08/2022

Approval of Agreement for Telephone Service with Frontier Communications of America, Inc. for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Contract #2022260 between Williamson County and Frontier Communications of America, Inc. for basic telephone line services and equipment and exempting the item from competitive bidding requirements as per Texas Local Govt. Code Discretionary Exemption 262.024(a)(7)(C) [electric power, gas, water, and other utility services], and authorizing execution of the agreement.

**Background**

Approval of this contract will add a line for a security system at the Tax Assessor's office for a term of 24 months. The contract shows the base price, before fees and surcharges. This line will total approximately \$45-\$50 per month after the additional fees are included. Vendor does not include the fees in their contract. Legal, IT and Contract Audit have approved this contract. Budget line item is 01.0100.0503.004211. Department point of contact is Richard Sample.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Frontier Contract Tax Assessor

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

11/03/2022 06:38 AM

11/03/2022 08:48 AM

Started On: 11/01/2022 09:43 AM



## Business Local & LD Schedule

Frontier Confidential

This is Schedule Number S-0000325927 to the Frontier Services Agreement dated 07/07/2020 ("FSA") by and between Williamson County Technology Services ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

### Service Location:

Street Address: 904 South Main Street

Schedule Date:

10/26/2022

City, State, Zip: Georgetown Texas 78626

Service Term:

24

| Local Service                            | Quantity                     | NRC    | MRC     |
|--|------------------------------|--------|---------|
| Business Lines                           | 1                            | \$0.00 | \$23.50 |
| Centrex                                  |                              | \$     | \$      |
| DIDs                                     |                              | \$     | \$      |
| ISDN PRI                                 |                              | \$     | \$      |
| ISDN BRI                                 |                              | \$     | \$      |
| Digital Channel Service (DCS)            |                              | \$     | \$      |
| Local Measured Service (LMS) Plan        |                              | \$     | \$      |
| Foreign Exchange Service (FXS)           |                              | \$     | \$      |
| PBX Trunks – Analog                      |                              | \$     | \$      |
| Features:                                |                              | \$     | \$      |
| Other Local Service:                     |                              | \$     | \$      |
| Long Distance Service                    | Quantity                     | Rate   | MRC     |
| One Plus - Intrastate                    |                              | \$     | \$      |
| One Plus - Interstate                    |                              | \$     | \$      |
| Toll Free - Intrastate                   |                              | \$     | \$      |
| Toll Free - Interstate                   |                              | \$     | \$      |
| IntraLATA                                |                              | \$     | \$      |
| International                            |                              | \$     | \$      |
| Dedicated - OnePlus                      |                              | \$     | \$      |
| Dedicated – Toll Free                    |                              | \$     | \$      |
| EAS/EMS                                  |                              | \$     | \$      |
| Audio Conferencing                       |                              | \$     | \$      |
| Web Conferencing                         |                              | \$     | \$      |
| Other LD Service:                        |                              | \$     | \$      |
| Domestic Block Of Time Plans:            | Minutes / MRC / Overage Rate |        |         |
| 1+ outbound for T1 / PRI / Centrex / B1s | Select                       |        |         |
| Toll Free for T1 / PRI / Centrex / B1s   | Select                       |        |         |

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, including the Williamson County Addendum For Purchase of Goods And Services During Covid-19 Operations, dated July 8, 2020, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.


**SIGNATURE PAGE TO FOLLOW**



## Business Local & LD Schedule

Frontier Confidential

|   |                                       |
|---|---------------------------------------|
| <b>Frontier Communications of America, Inc.</b> | Williamson County Technology Services |
| <b>Frontier's Signature:</b>                    | <b>Customer's Signature:</b>          |
| <br><br><br>                                    | <br><br><br>                          |
| <b>Printed Name:</b>                            | <b>Printed Name:</b>                  |
| <b>Title:</b>                                   | <b>Title:</b>                         |
| <b>Date:</b>                                    | <b>Date:</b>                          |

**Signature:**   
John Sunderland (Oct 28, 2022 16:29 CDT)  
**Email:** john.sunderland@ftr.com



**Commissioners Court - Regular Session****20.****Meeting Date:** 11/08/2022

Approval of Agreement for Jail Magistrate Cable Installation with Links Communications, Inc. for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the services contract between Williamson County and Links Communication, Inc. to provide and install cabling at the Jail Magistrate remodel in the not-to-exceed amount of \$10,513.00 and authorizing the execution of the services contract.

**Background**

This services contract is to provide and install cabling per plans for 22 CAT 6 cables, one (1) rack Panduit R2P and two (2) wire managers Panduit PR2VD06 at the Jail Magistrate remodel project. Quote and services contract are attached. Quotes were obtained for this purchase. This expenditure will be charged to P540. The department point of contact is Richard Simple.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Links Communications, Inc. Magistrate Remodel

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/03/2022 09:07 AM  
11/03/2022 09:08 AM  
Started On: 11/01/2022 10:13 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR DATA OUTLETS AND CABLE  
INSTALLATION AND RELATED WORK  
(Jail Magistrate Remodel)  
(Links Communications, Inc.)**

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

**I.**

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

**A. As described in the attached Statement of Work, dated October 5, 2022, which is incorporated herein as if copied in full.**

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

**II.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and will expire upon the completion of the services or when terminated pursuant to paragraph X. below.

### III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$10,513.00 for related goods and services. The not-to-exceed amount may only be revised by an addendum or change order and must be approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

### IV.

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

| Type of Coverage  | Limits of Liability    |                |
|---|------------------------|----------------|
| a. Worker's Compensation  | Statutory              |                |
| b. Employer's Liability   |                        |                |
| Bodily Injury by Accident   | \$500,000 Ea. Accident |                |
| Bodily Injury by Disease  | \$500,000 Ea. Employee |                |
| Bodily Injury by Disease  | \$500,000 Policy Limit |                |
| c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: |                        |                |
| COVERAGE  | PER PERSON             | PER OCCURRENCE |
| Comprehensive General Liability<br>(including premises, completed operations and contractual)   | \$1,000,000            | \$1,000,000    |
| Aggregate policy limits:  | \$2,000,000            |                |

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

| COVERAGE                           | PER PERSON         | PER OCCURRENCE |
|------------------------------------|--------------------|----------------|
| Bodily injury<br>(including death) | \$1,000,000        | \$1,000,000    |
| Property damage                    | \$1,000,000        | \$1,000,000    |
| Aggregate policy limits            | No aggregate limit |                |

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

**V.**

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

**A. As described in the attached Statement of Work, dated October 5, 2022, which is incorporated herein as if copied in full; and**

**B. Any required insurance certificates.**

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

**VI.**

**No Agency Relationship:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court.

**VII.**

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY

WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

#### VIII.

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

#### IX.

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

#### X.

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

#### XI.

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

#### XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

**No Assignment:** Service Provider may not assign this Contract.

XVII.

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

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

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 20\_\_\_\_

**SERVICE PROVIDER:**

R. Fomalo  
Authorized Signature

Ronny L. Lomas VP  
Printed Name

Date: 11-1, 2022

**Exhibit:**

**Statement of Work, dated October 5, 2022  
and incorporated herein as if copied in full**



**40225 Industrial Park Circle, Suite 104  
Georgetown, Texas 78626**

**Phone: 512-930-5580**

**[rlomax@linkscommunications.com](mailto:rlomax@linkscommunications.com)**

10-5-2022

Williamson county ITS  
Inner loop  
Georgetown TX

Jail Magistrate remodel

Provide and Install  
Cabling per plans for 22 cat 6 cables  
1 rack Panduit R2P  
2 wire managers Panduit PR2VD06

\$10,513.00



**Commissioners Court - Regular Session****21.****Meeting Date:** 11/08/2022

Approval of Agreement for Paper Shredding with Data Armor for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Agreement with Data Armor, LLC to provide on-site shredding services to support Williamson County Departments for a not-to-exceed amount of \$25,000.00, and authorizing the execution of the agreement.

**Background**

This agreement is for Data Armor to provide on-site shredding services for Williamson County. This agreement will be for a term of 1 year at a cost of not-to-exceed \$25,000.00. The attached document details the charges for the services to be provided. Competitive quotes were obtained for this service. IT, Legal, Contract Audit and Budget have reviewed this service agreement. Funding will be charged to line item 01.0390.0390.004100. The Department point of contact is Tony Hill.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Data Armor Service Agreement 11.8.22

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**Form Review****Inbox**

County Judge Exec Asst.

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 11/03/2022

**Reviewed By**

Becky Pruitt

Joy Simonton

Becky Pruitt

**Date**

11/01/2022 11:23 AM

11/03/2022 06:32 AM

11/03/2022 08:48 AM

Started On: 11/01/2022 09:23 AM



October 1, 2022

Williamson County

301 S.E. Innerloop

Georgetown, TX 78626

The pricing for the 2022-2023 year is as follows:

**Recurring Monthly Service:**

\$42.00 (was \$40.00) for the first 66 gallon cart placed per department and \$22.50 (was \$20.00) for each additional container placed in the same department within the same office with a **monthly** pickup.

\$37.00 (was \$35.00 ) for the first 36" console placed per department and \$22.50 (was \$20.00) for each additional container placed in the same department within the same office building with a **monthly** pickup.

**Bi-Monthly & Quarterly Recurring Services:**

\$55.00 for the first 66 gallon cart placed per department and \$30.00 for each additional container placed in the same department within the same office with a **Bi-monthly & Quarterly** pickups.

\$55.00 for the first 36" console placed per office and \$30.00 for each additional container placed in the same department within the same office with a **Bi-monthly & Quarterly** pickups.

**Purges:**

Purges will be charged at a rate of \$50.00 for the 6 standard file boxes and \$3.75 (was \$3.50) per standard file box thereafter. Any purges requiring stairs or an elevator over 40 standard files boxes would require additional fees if Wilco does not have someone to assist in bringing the boxes to the downstairs level. A minimum of \$75.00 will be charged on all purges.

- **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.
- **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the

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

Williamson County

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Data Armor

Signed: Brandy Wesson

Print: Brandy Wesson

Date: 10-31-22

**Commissioners Court - Regular Session****22.****Meeting Date:** 11/08/2022

Approval of SHARP Phase 1 Multifunction Device Lease Schedule for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Joy Simonton, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Phase I Lease Schedule of Managed Print and Copier Services and Multifunction Devices (Copy/Print/Scan) through Sharp Electronics Corporation pursuant to contract RFP#22RFP85 for Managed Print and Copier Services previously awarded on 6/21/22.

**Background**

The Commissioner's Court awarded RFP#22RFP85 for Managed Print and Copier Services to Sharp Electronics Corporation on 6/21/22. The Purchasing Department's recommended lease consolidation strategy was approved by the Commissioner's Court on 8/2/22.

The first grouping of devices that can be consolidated into this lease program have been identified as those machines that have expiring leases or are new to the inventory in FY 23. A multi-phased approach will be used for this project over several budget cycles. Total consolidation will likely take through the fall of 2029 at which time Williamson County can issue one solicitation for all devices.

Approval of this Phase I Lease Schedule supports countywide operations with Managed Print and Copier Service devices. The list of devices is attached that details, location, department and device for the first consolidated grouping. All scheduled devices have been budgeted for FY 23. The consolidation strategy results in an average savings of \$60/month/device in lease costs. The county currently leases over 100 multifunction devices. The consolidation also reduces contract administration time for staff.

IT, Contract Audit and Budget have reviewed this Phase 1 Lease Schedule.

The solicitation award, the vendor response and DIR Contract # DIR-CPO-4433 outline the lease and service terms. The length of the device leases shall be sixty-months (60) with two, optional twelve-month (12) renewals. Unlimited black and white and color outputs, consumables and maintenance are included. Expenditures for device leasing spans various departments. The Department points of contact are Joy Simonton and Richard Semple.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

SHARP Phase 1 Lease Schedule  
SHARP Transition Schedule  
SHARP Device Options  
SHARP Texas Contract  
SHARP DIR Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Joy Simonton

**Reviewed By**

Becky Pruitt

**Date**

11/02/2022 04:19 PM

Started On: 11/01/2022 02:08 PM



10/31/2022

Williamson County Phase 1 Lease Schedule



Countywide Multifunction Device Rollout (Copy/Print/Scan)

Scheduled arrival: December 16th-30th, 2022

| Facility # | Cost Center  | Facility Name                        | Street Address                        | City       | FI   | Department Name                      | Room                 | Department Contact | Contact E-mail | Contact Telephone | Location / Name      | Current Make | Current Model | Owned or Leased | Expire Date | Sharp Replacement Model | New Lease Monthly | New Service Monthl | New Total Monthly Lease / Service | Lease Start Date |          |
|------------|--------------|--------------------------------------|---------------------------------------|------------|------|--------------------------------------|----------------------|--------------------|----------------|-------------------|----------------------|--------------|---------------|-----------------|-------------|-------------------------|-------------------|--------------------|-----------------------------------|------------------|----------|
| 1009       | 01-0100-0435 | Justice Center                       | 405 MLK                               | Georgetown | 1    | District Courts                      | District Courts      |                    |                |                   | Mailroom             | Canon        | IR-6555i      |                 |             | BP70C65                 | \$134.94          | \$48.00            | \$182.94                          | 1/1/2022         |          |
| 1009       | 01-0100-0435 | Justice Center                       | 405 MLK                               | Georgetown | 1    | District Courts                      | District Courts      |                    |                |                   | Mailroom             |              |               |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
| 1009       | 01-0100-0429 | Justice Center                       | 405 MLK                               | Georgetown | ZERO | County Court at Law 4                | Courtroom            |                    |                |                   | Courtroom            | SHARP        | MX-B355W      |                 |             |                         |                   |                    |                                   |                  |          |
| 1071       | 01-0100-0541 | Emergency Services Operations Center | 911 Tracy Chambers Lane               | Georgetown | 1    | Office of Emergency Management OEM   | ESOC                 |                    |                |                   | JIC                  | SHARP        | MX-M5070      |                 |             | BP70C65                 | \$134.94          | \$48.00            | \$182.94                          | 1/1/2022         |          |
| 1071       | 01-0100-0581 | Emergency Services Operations Center | 911 Tracy Chambers Lane               | Georgetown | 1    | ESOC (Emergency Comm.)               | ESOC                 |                    |                |                   | ARES                 | SHARP        | MX-M565       |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
| 1082       | 01-0100-0211 | Jester Annex                         | 1801 E. Old Settlers Blvd., Suite 110 | Round Rock | 1    | Commissioner 1                       | Commissioner 1       |                    |                |                   | Commissioner Office  | SHARP        | MX-3070N      |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
| 1032       | 01-0100-0499 | Cedar Park Annex                     | 350 Discovery Blvd.                   | Cedar Park | 1    | Tax Office                           | Tax Assessors        |                    |                |                   | Copy Room            | SHARP        | MX-M3570      |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
| 1033       | 01-0100-0499 | Taylor Annex                         | 412 Vance Street                      | Taylor     | 1    | Tax Office                           | Tax Assessors        |                    |                |                   | Front Desk Area      | SHARP        | MX-M3570      |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
| 1082       | 01-0100-0499 | Jester Annex                         | 1801 E. Old Settlers Blvd             | Round Rock | 1    | Tax Office                           | Tax Collector        |                    |                |                   | Back Area            | SHARP        | MX-M3570      |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
| 1009       | 01-0100-0440 | Justice Center                       | 405 MLK                               | Georgetown | 1    | District Attorney                    | District Attorney    |                    |                |                   | DA Copy Area         | SHARP        | MX-2616       |                 |             | BP70C65                 | \$134.94          | \$48.00            | \$182.94                          | 1/1/2022         |          |
| 1009       | 01-0100-0440 | Justice Center                       | 405 MLK                               | Georgetown | 1    | District Attorney                    | District Attorney    |                    |                |                   | DA Copy Area         |              | MX5070        |                 |             | BP70C65                 | \$134.94          | \$48.00            | \$182.94                          | 1/1/2022         |          |
| 1080       | 01-0100-0405 | Sheriff's AW Grimes Trianing Center  | 508 South Rock Street                 | Georgetown | 1    | Sheriff's Office DAWG                | Sheriff's Office     |                    |                |                   |                      | SHARP        | MX-4070N      |                 |             | BP70C65                 | \$134.94          | \$48.00            | \$182.94                          | 1/1/2022         |          |
| 1080       | 01-0100-0405 | Georgetown Annex                     | 100 Wilco Way                         | Georgetown | 1    | Veterans Services                    | Veteran's Services   |                    |                |                   | Copy Room            | SHARP        | MX-M3570      |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
| 1043       | 01-0100-0503 | Inner Loop Annex                     | 301 Southeast Inner Loop              | Georgetown | 2    | ITS                                  | ITS                  |                    |                |                   | IT Reception         | SHARP        | MX-3570V      |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
| 1008       | 01-0100-0570 | Sheriff Administration / Jail        | 508 South Rock Street                 | Georgetown | 1    | Jail                                 | Jail                 |                    |                |                   | Jail Medical         | SHARP        | MX-M5050      |                 |             | BP70C65                 | \$134.94          | \$48.00            | \$182.94                          | 1/1/2022         |          |
| 1008       | 01-0100-0560 | Sheriff Administration / Jail        | 508 South Rock Street                 | Georgetown | 1    | Sheriff's Office (Intel)             | CID                  |                    |                |                   | Crime Scene Analyst  |              | MX-3570V      |                 |             | BP70C65                 | \$134.94          | \$48.00            | \$182.94                          | 1/1/2022         |          |
| 1008       | 01-0100-0560 | Sheriff Administration / Jail        | 508 South Rock Street                 | Georgetown | 1    | Sheriff's Office (Intel)             | CID                  |                    |                |                   | Crime Scene Analyst  |              |               |                 |             | MX-C507F                | \$57.92           | \$48.00            | \$105.92                          | 1/1/2022         |          |
| 1032       | 01-0100-0212 | Cedar Park Annex                     | 350 Discovery Blvd.                   | Cedar Park | 1    | Commissioner 2                       | Commissioners Office |                    |                |                   | Office               | SHARP        | MX-B355W      |                 |             | MX-C507F                | \$57.92           | \$48.00            | \$105.92                          | 1/1/2022         |          |
| 1082       | 01-0100-0551 | Jester Annex                         | 1801 E. Old Settlers Blvd Ste. 105    | Round Rock | 1    | Constable Precinct 1                 | Constable            |                    |                |                   | Front Desk           | SHARP        | MX-3070V      |                 |             | BP70C65                 | \$134.94          | \$48.00            | \$182.94                          | 1/1/2022         |          |
| 1009       | 01-0100-0426 | Justice Center                       | 405 MLK                               | Georgetown | 1    | County Court at Law 1                | Courtroom            |                    |                |                   | Office               | Kyocera      | M3660idn      |                 |             | MX-C507F                | \$57.92           | \$48.00            | \$105.92                          | 1/1/2022         |          |
| 1032       | 01-0100-0452 | Cedar Park Annex                     | 350 Discovery Blvd.                   | Cedar Park | 1    | JP 2                                 | Courtroom            |                    |                |                   | Courtroom            | SHARP        | MX-B355W      |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
| 1026       | 01.0100.0509 | Facilities Management                | 3101 SE Inner Loop                    | Georgetown | 1    | Facilities Management                | Bldg 2               |                    |                |                   | Shared Printer       | SHARP        | MX-3570V      |                 |             | BP70C65                 | \$134.94          | \$48.00            | \$182.94                          | 1/1/2022         |          |
| 1026       | 01-0200-0210 | Central Maintenance Facility         | 3151 SE Inner Loop                    | Georgetown | 1    | Road & Bridge (Unified Road Systems) |                      |                    |                |                   | Central Work Area    | SHARP        | MX-5070V      |                 |             | BP70C65                 | \$134.94          | \$48.00            | \$182.94                          | 1/1/2022         |          |
| 1032       | 01-0100-0552 | Cedar Park Annex                     | 350 Discovery Blvd.                   | Cedar Park | 1    | Constable Precinct 2                 | Office               |                    |                |                   | Office               | BP70C31      | SHARP         | MX-M365N        |             |                         | BP70C31           | \$87.33            | \$48.00                           | \$135.33         | 1/1/2022 |
| 1009       | 01-0100-0403 | Justice Center                       | 405 Martin Luther King Jr St          | Georgetown | 1    | County Clerk                         | CASHIERING           |                    |                |                   | CASHIERING           | Kyocera      | M3550idn      |                 |             | MX-M3071S               | \$65.36           | \$15.00            | \$80.36                           | 5/1/2023         |          |
| 1009       | 01-0100-0404 | Justice Center                       | 405 Martin Luther King Jr St          | Georgetown | 1    | County Clerk                         | CIVIL                |                    |                |                   | CIVIL                | Kyocera      | M3550idn      |                 |             | MX-M3071S               | \$65.36           | \$15.00            | \$80.36                           | 5/1/2023         |          |
| 1009       | 01-0100-0404 | Justice Center                       | 405 Martin Luther King Jr St          | Georgetown | 1    | County Clerk                         | Criminal             |                    |                |                   | Criminal             | Kyocera      | 5002i         |                 |             | MX-M3071S               | \$84.11           | \$25.00            | \$109.11                          | 5/1/2023         |          |
| 1009       | 01-0100-0403 | Justice Center                       | 405 Martin Luther King Jr St          | Georgetown | 1    | County Clerk                         | RESEARCH             |                    |                |                   | RESEARCH             | Kyocera      | 3011i         |                 |             | MX-M3071S               | \$65.36           | \$15.00            | \$80.36                           | 5/1/2023         |          |
| 1009       | 01-0100-0403 | Justice Center                       | 405 Martin Luther King Jr St          | Georgetown | 1    | County Clerk                         | VITALS               |                    |                |                   | VITALS               | Kyocera      | 3655IDN       |                 |             | MX-M3071S               | \$65.36           | \$15.00            | \$80.36                           | 5/1/2023         |          |
| 1033       | 01-0100-0554 | Taylor Annex                         | 412 Vance St                          | Taylor     | 1    | Constable Precinct 4                 | Office               |                    |                |                   | Main Office          | SHARP        | MX-M3050      |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 2/1/2023         |          |
| 1033       | 01-0100-0554 | Taylor Annex                         | 412 Vance St                          | Taylor     | 1    | Constable Precinct 4                 | Office               |                    |                |                   | Main Office          | SHARP        | MX-M3050      |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 2/1/2023         |          |
|            | 01-0100-0542 | Fire Marshall                        | 3189 SE Inner Loop                    | Georgetown | 1    | Fire Marshall                        | Office               |                    |                |                   | Office               | SHARP        | MX3050V       |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
|            | 01-0100-0591 | Jail - Magistrate Courtroom          | 508 South Rock Street                 | Georgetown | 1    | Pretrial                             | Office               |                    |                |                   | Magistrate Courtroom |              |               |                 |             | BP70C65                 | \$87.33           | \$48.00            | \$182.94                          | 1/1/2022         |          |
|            | 01-0100-0591 | Justice Center - Pretrial            | 405 MLK                               | Georgetown | 1    | Pretrial                             | Office               |                    |                |                   | Pretrial             | XEROX        |               |                 |             | BP70C65                 | \$87.33           | \$48.00            | \$182.94                          | 1/1/2022         |          |
|            | 01-0100-3105 | Parks Headquarters Office            | 219 Perry Mayfield                    | Leander    | 1    | Parks Department/WCCF Shared         | Office               |                    |                |                   | Office               |              |               |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
|            | 01-0100-0497 | Williamson County Courthouse         | 710 S Main St #105                    | Georgetown | 1    | Treasurer's Office                   | Office               |                    |                |                   | Office               | Konica       | BHC368        |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |
| 1009       | 01-0100-0430 | Justice Center                       | 405 Martin Luther King Jr St          | Georgetown | 1    | CC@L#5                               | Courtroom            |                    |                |                   | Courtroom            |              |               |                 |             | BP70C31                 | \$87.33           | \$48.00            | \$135.33                          | 1/1/2022         |          |

SHARP Williamson County Coterminous Lease Plan

Sharp recommends using all 60 month leases with 1 year extensions for lowest payment and coterminous end date of 2029

|         |        | 2023 | 2024 | 2025 | 2026 | 2027 | 2028     | 2029     |
|---------|--------|------|------|------|------|------|----------|----------|
| Phase 1 | Jan-23 | yr 1 | yr 2 | yr 3 | yr 4 | yr 5 | 1 yr ext | 1 yr ext |
| Phase 2 | Jan-24 |      | yr 1 | yr 2 | yr 3 | yr 4 | yr 5     | 1 yr ext |
| Phase 3 | Jan-25 |      |      | yr 1 | yr 2 | yr 3 | yr 4     | yr 5     |

Fair Market Value Lease Options

| Models   | 60-Month Lease Payment |
|----------|------------------------|
| BP-70C31 | \$ 135.33              |
| BP-70C65 | \$ 182.94              |
| MX-C507F | \$ 105.92              |



## Williamson County Multifunction Device Options 60-Month Lease

Lease term may be extended through 2029 to complete consolidation project.



### BP-70C31

**\$135.33/Month**

**60 Months**

- Floor model
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14; 11x17
- No tray change required for paper sizes
- Hole Punch
- Print Speed: 31 Pages Per Minute
- Time to first page: 5.6 Seconds



### BP-70C65

**\$182.94/Month**

**60 Months**

- Floor model
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14; 11x17
- No tray change required for paper sizes
- Hole Punch
- Print Speed: 65 Pages Per Minute
- Time to first page: 3.7 Seconds



### MX-C507F

**\$105.92/Month**

**60 Months**

- Desktop Model
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14
- No tray change required for paper sizes
- Print Speed: 50 Pages Per Minute
- Time to first page: 10 Seconds



Sharp's awarded contract for Texas Department of Information Resources for Copiers, Printers, Managed Print and Related Services enables our authorized MFP Dealers and direct sales offices, Sharp Business Systems, the ability to offer technology solutions to DIR Customers. This overview provides a summary and outline of the essential contract functions and various roles and responsibilities.

## **I) CONTRACT OVERVIEW**

### **A. CONTRACT NUMBER**

DIR-CPO-4433

### **B. CONTRACT TERM**

8/9/19 – 8/9/23 with (1) optional 1 year renewal

### **C. GUARANTEED DELIVERY**

10 Business Days ARO

### **D. ORDERING ADDRESS**

SHARP ELECTRONICS CORPORATION  
c/o Local Authorized Dealer OR  
Sharp Business Systems (Insert Name)  
100 Paragon Drive, Box Q  
Montvale, NJ 07645

Phone: (201) 529-8932

Email: [snapcustomerservice@sharpsec.com](mailto:snapcustomerservice@sharpsec.com)

Fax: (800) 245-2815

### **E. PAYMENT ADDRESS & TERMS**

#### For Purchase:

Sharp Electronics Corporation  
DEPT 1228  
PO Box 121228  
Dallas, TX 65312  
DUNS Number: 00-181-8012

#### For Lease:

Sharp Electronics Corporation  
DEPT CH 14272  
Palatine, IL 60055-4272  
DUNS Number: 00-181-8012-1234

## **F. PRIMARY CONTACT**

Jack Coons

Government & Major Account Manager

(817) 909-0152

[CoonsJ@Sharpsec.com](mailto:CoonsJ@Sharpsec.com)

## **II) CONTRACT SCOPE**

### **A. USAGE & TERM**

This contract may be used by any Texas State, County and Local Government Offices, Public, Independent and Private Education Entities, Non-profits and Political Subdivisions.

### **B. AWARDED PRODUCT OFFERINGS**

1. MFP Equipment Hardware
2. MFP Software
3. MFP Service

## **III) CONTRACT PRICING**

### **A. EQUIPMENT**

The basis for Texas DIR pricing is calculated on a percentage discount from Manufacturer Suggested Retail Price. Mainframe & Accessory discounts may differ.

### **SHIPPING CHARGES**

All deliveries are F.O.B. destination as freight and handling charges are calculated into the pricing schedules.

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## IV) ACQUISITION METHODS

### A. PURCHASE

### B. FINANCING OPTIONS

The leasing option provided is a Fair Market Value lease based on the following rates (including personal property tax):

24 Month: 0.04468

36 Month: 0.03191

48 Month: 0.02554

60 Month: 0.02175

## V) ORDER DOCUMENTATION

### A. DOCUMENTATION

#### PURCHASE ORDER REQUIREMENT

Purchase Orders must contain the following:

- Sharp Contract #DIR-CPO-4433
- Customer Name, Address, Contact, & Phone Number
- Customer Purchase Order Number
- Itemized list of equipment and accessories, as well as desired term of agreement
- Maintenance / Service Program
- Purchase Order must be signed by authorized individual

### B. PAYMENT TERMS

Payment terms: 30 days

## VI) DELIVERY, INSTALLATION, MOVES

### EXCESSIVE INSTALLATION

Installing local authorized dealer or Sharp may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the DIR Customer prior to the signature of any Order and shall be based on the actual expenditures.

### EQUIPMENT MOVES

Cost for equipment moves is dependent upon the distance of the move and the size of unit. Moves within the same building are provided at no charge. All other equipment moves will be billed at \$350.00 plus \$1 / mile.

### CUSTOMER TRAINING

Local authorized dealer or SBS location will provide a minimum of one (1) hour on-site initial training for non-drop-shipped Equipment. Additional training will be provided at a cost of \$125.00 per hour.

## VII) SERVICE PROVISIONS

### A. WARRANTIES & DOWNTIME

#### WARRANTY

Standard warranty is 90-days for all products offered, beginning with the date of acceptance of delivery. In addition, Sharp provides a Three Year Performance Guarantee for all orders placed under DIR Contract #DIR-CPO-4433.

#### REPLACEMENT OF EQUIPMENT

In addition to our standard 90-day product warranty, Sharp Electronics will provide DIR Customers a Three Year Performance Guarantee. If the MFP is not performing within the machine's design specifications and cannot be repaired by the Authorized Sharp Dealer and Sharp Service Technician, Sharp will replace the equipment with a like model with comparable features at no additional cost.

The 3-Year Performance Guarantee begins at the date of installation. All equipment must be maintained under a full Service Maintenance Agreement with a Sharp Authorized Dealer or SBS, and operated using only genuine Sharp supplies and parts.

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This guarantee applies to all products procured through and billed under the DIR contract and is not applicable to equipment that has been damaged by accident or misuse, including improper voltage. If it is determined that the equipment was maintained using other than genuine Sharp supplies and parts, the 3-Year Performance Guarantee will no longer be valid.

## **XI) CONTRACT DOCUMENTATION**

Contract pricing and information is provided on [Sharp's customized DIR website](#).

## **IX) SERVICE BILLING OPTIONS & METER COLLECTION**

### **PURCHASED / FINANCED EQUIPMENT**

DIR member must establish a Maintenance Agreement on all acquired equipment.

### **METER COLLECTION**

Instructions for submitting meter reads will be provided by the installing service provider.

## **X) END OF TERM RELATED ISSUES**

### **END OF LIFE**

Sharp's End-Of-Lease feature is standard on all advanced series MFPs. This feature ensures that all data is overwritten before returning, or relinquishing control of the MFP. After the erasing process is completed, the MFP will be rebooted automatically and a completion report can be printed.

### **HARD DRIVE REMOVAL / REPLACEMENT**

As directed, the authorized servicing dealer or SBS location will remove the hard drive upon written direction from the DIR Customer.

The hard drive will be provided to the DIR Customer for their disposal. The cost of hard drive removal and replacement is \$350.00 per device.

## **DIR-CPO-4433 Appendix E**

### **MASTER OPERATING LEASE AGREEMENT**

- 1. Definitions.** Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.
- (a) “Assets” refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).
  - (b) “Contract” refers to DIR Contract number DIR-CPO-4433 into which this Appendix is incorporated.
  - (c) “Event of Default” is defined in Section 23, “Default.”
  - (d) “Event of Loss” means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.
  - (e) “Hardware” refers to the computer machinery and equipment specifically identified on the applicable Schedule.
  - (f) “Lease” means the financing transaction described in this MOLA.
  - (g) “Lessee” means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code.
  - (h) “Lessor” means the Vendor identified in the Contract.
  - (i) “MOLA” means this Master Operating Lease Agreement (Appendix E). Any reference to “MOLA” includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.
  - (j) “Rent Payment” means the amount payable by Lessee for the Assets as specified in the applicable Schedule.
  - (k) “Schedule” or “Supplementary Schedule” to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee,

applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

- (l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.
- (m) "Software" refers to the computer programs specifically identified on the applicable Schedule.
- (n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

## **2. Lease.**

- (a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.
- (b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.
- (c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.
- (d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.
- (e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both

of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

### **3. Term of MOLA.**

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

### **4. Term of Schedule.**

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10. Unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

### **5. Administration of MOLA.**

- (a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.
- (b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

- (c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.
- (d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

## **6. Rent Payments.**

- (a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is \$3,000 and the Scheduled Commencement date is the 15<sup>th</sup> of the month, a payment of \$1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.
- (b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

## **7. Liens.**

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

## **8. Appropriation of Funds.**

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

## **9. Assignment of Warranties.**

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.



## **10. Inspection and Acceptance.**

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20<sup>th</sup>) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

## **11. Installation and Delivery; Use of Assets; Repair and Maintenance.**

- (a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.
- (b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.
- (c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

## **12. Relocation of Hardware and Software.**

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee

shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

### **13. Taxes.**

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

### **14. Ownership.**

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

### **15. Option to Extend; Surrender of Hardware and Software Assets.**

- (a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.
- (b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight

prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessee's reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

#### **16. Quiet Enjoyment.**

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

#### **17. Warranties regarding the Assets.**

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

#### **18. No Warranties by Lessor regarding the Assets.**

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the

extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

## **19. Risk of Loss.**

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

## **20. Representations and Warranties of Lessee.**

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

- (a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

- (b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;
- (d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;
- (e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;
- (f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and
- (g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

## **21. Representation and Warranties of DIR.**

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

- (a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;
- (b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

- (d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;
- (e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;
- (f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and
- (g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

## **22. Representations and Warranties of Lessor.**

Lessor represents and warrants for the benefit of DIR and each Lessee:

- (a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;
- (b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;
- (c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;
- (d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;
- (e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;
- (f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

### **23. Default.**

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

### **24. Remedies.**

#### **(a) Lessor's Remedies.**

- i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:
  - A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;
  - B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;
  - C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;
  - D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:
    - I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the

Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

- II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and
- III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

- ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.
- iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.
- iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.



- (c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

**25. Notices and Waivers.**

- (a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.
- (b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

**26. Assignment by Lessor; Assignment or Sublease by Lessee.**

- (a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.
- (b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

## **27. Delivery of Related Documents.**

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

## **28. Miscellaneous.**

- (a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.
- (b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

## Attachment 1 to the Master Operating Lease Agreement Financial Disclosure Summary

| Lease Rate Factor(s):  | Response   | Notes        |
|--|--|--------------|
| Equipment Type A   |  |              |
| Equipment Type B   |  |              |
| Equipment Type C   |  |              |
| How is Daily Rental calculated?                                      |  |              |
| Is Daily Rental invoiced separately or rolled into monthly rental?   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br><input type="checkbox"/> N/A  |              |
| Is this a Step Lease?  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No  |              |
| Does this lease include software?                                    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No  |              |
| If yes, who owns the software?                                       | <input type="checkbox"/> Agency<br><input type="checkbox"/> Lessor   |              |
| <b>Personal Property Tax</b>   | <b>Response</b>  | <b>Notes</b> |
| Estimated PPT  |  |              |
| PPT Payment made by  | <input type="checkbox"/> Agency<br><input type="checkbox"/> Lessor on Agency behalf  |              |
| PPT calculation method   | <input type="checkbox"/> Agency pays direct<br><input type="checkbox"/> Lessor pays and passes invoice through<br><input type="checkbox"/> Lessor estimates and includes<br><input type="checkbox"/> Lessor sets PPT at disclosed rate |              |
| If PPT rate changes, how are charge backs or short falls handled?    | <input type="checkbox"/> N/A - Agency pays direct<br><input type="checkbox"/> N/A - Lessor pays/passes invoice through<br><input type="checkbox"/> Lessor is responsible<br><input type="checkbox"/> Lessee is invoiced for short fall |              |
| <b>Equipment Schedule Details</b>                                    | <b>Response</b>  | <b>Notes</b> |
| Can Agency make decisions at asset level (extend, purchase, return)? | <input type="checkbox"/> Asset level<br><input type="checkbox"/> All and not less than all   |              |
| Does this ES auto extend?  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No  |              |
| If Yes, how long?  |  |              |
| What is the cost of the Auto extension?                              |  |              |
| What is the notice period?   |  |              |

|   |  |              |
|---|--|--------------|
| Are negotiated extensions FMV based?                          | <input type="checkbox"/> Yes<br><input type="checkbox"/> No  |              |
| On FMV, can Agency select own evaluator?                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No  |              |
| Is asset and lease information available online?              | <input type="checkbox"/> Yes<br><input type="checkbox"/> No  |              |
| <b>End of Lease Details</b>                                   | <b>Response</b>  | <b>Notes</b> |
| Where are the assets returned to?                             |  |              |
| What is the return freight cost?                              |  |              |
| Who pays the return freight cost?                             | <input type="checkbox"/> Agency<br><input type="checkbox"/> Lessor                                       |              |
| Do I need to return original packaging?                       | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>If yes, what is the cost if not returned? |              |
| Do I need to return original manuals and documentation?       | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>If yes, what is the cost if not returned? |              |
| Do I need to return software?                                 | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>If yes, what is the cost if not returned? |              |
| Is there an FMV purchase cost cap?                            | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>If yes, what is the cost cap percentage?  |              |
| What is the cost for a lost asset?                            |  |              |
| What is the cost for missing equipment?                       |  |              |
| What is the cost for data sanitization on assets with memory? |  |              |
| What is the cost for data sanitization?                       |  |              |
| What is the cost for on-site data destruction?                |  |              |

**Commissioners Court - Regular Session****23.****Meeting Date:** 11/08/2022

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

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**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 Snack for Williamson County under RFP #23RFP9.

**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 county employees and patrons. This is a revenue generating service. Christi Stromberg is the Point of contact.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Gretchen Glenn  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/02/2022 10:41 PM  
11/03/2022 08:49 AM  
Started On: 11/01/2022 01:05 PM

**Commissioners Court - Regular Session****24.****Meeting Date:** 11/08/2022

Authorize Issuing RFP #23RFP11 Electrical Infrastructure Maintenance and Installation Services for Facilities Management

**Submitted For:** Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Electrical Infrastructure Maintenance and Installation Services as needed under RFP #23RFP11.

**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(s): 01.0100.0509.004509, 01.0100.0509.004510. Christi Stromberg is the point of contact.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Gretchen Glenn  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/02/2022 10:43 PM  
11/03/2022 08:50 AM  
Started On: 11/01/2022 01:16 PM

**Commissioners Court - Regular Session****25.****Meeting Date:** 11/08/2022

Approval of Agreement for Heavy Equipment Operator Safety Class with Randy Plaag d/b/a Training Texas for Road and Bridge Department

**Submitted For:** Joy Simonton**Submitted By:** Stephanie Robles, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving agreement #202353 between Williamson County and Randy Plaag d/b/a Training Texas for Heavy Equipment Operator Safety Classes in the not-to-exceed amount of \$43,725.00, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) [for personal or professional service] and authorizing the execution of this agreement.

**Background**

The Road and Bridge Department submitted requisition #130081 along with a training proposal schedule for eleven (11) training courses to be held during FY23 for Heavy Equipment Operator Safety Classes. Budgeted amount: \$43,725.00. Funding source: 01.0200.0210.004210. The point of contact is Lee Garrett.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Training Proposal  
Agreement

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Stephanie Robles  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/03/2022 10:57 AM  
11/03/2022 11:00 AM  
Started On: 11/01/2022 06:14 PM

**Randy Plaag dba Training Texas**

P.O. Box 132

Kurten, TX 77845



**Williamson County 2022-2023 Operator Training Proposal**

|                                     |   |
|-------------------------------------|---|
| <b>October 24-27, 2022</b>          | <b>Asphalt Distributor Operator Training</b><br>Pricing: \$5,100.00<br>4-day training, 32 hours, 4 participants<br>Class: 8:00 am-12:00 pm   1:00 pm-5:00 pm<br>Equipment required: 2 Asphalt Distributors  |
| <b>November 28-December 1, 2022</b> | <b>Basic Maintainer Operator Training</b><br>Pricing: \$5,100.00<br>4-day training, 32 hours, 4 participants<br>Class: 8:00 am-12:00 pm   1:00 pm-5:00pm<br>Equipment required: 2 Maintainers   |
| <b>December 12-13, 2022</b>         | <b>Loader Dump Truck Operator Training</b><br>Pricing: \$2,550.00<br>2-day training, 16 hours, 4 participants<br>Class: 8:00 am-12:00 pm   1:00 pm-5:00 pm<br>Equipment required: 2 Loaders & 2 Dump Trucks   |
| <b>December 14-15, 2022</b>         | <b>Loader Dump Truck Operator Training</b><br>Pricing: \$2,550.00<br>2-day training, 16 hours, 4 participants<br>Class: 8:00 am-12:00 pm   1:00 pm-5:00 pm<br>Equipment required: 2 Loaders & 2 Dump Trucks   |
| <b>January 10-11, 2023</b>          | <b>Equipment Preventive Maintenance &amp; Safety Operator Training</b><br>Pricing: \$2,800.00<br>2-day training, 16 hours, 10 participants<br>Class: 8:00 am-12:00 pm   1:00 pm-5:00 pm<br>Equipment required: Trucks & Equipment to inspect on both days of classes. |
| <b>January 17, 2023</b>             | <b>Equipment Load &amp; Tie Safety Operator Training</b><br>Pricing: \$1,400.00<br>1-day training, 8 hours, 10 participants<br>Class: 8:00 am-12:00 pm   1:00 pm-5:00 pm<br>Equipment required: Truck & Trailer & 2 pieces of equipment to load & tie.                |



**Williamson County 2022-2023 Operator Training Proposal**

**February 6-9, 2023**

**Advanced Maintainer Operator Training**

Pricing: \$5,100.00

4-day training, 32 hours, 4 participants

Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm

Equipment required: 2 Maintainers

**March 13-16, 2023**

**Basic Backhoe Operator Training**

Pricing: \$5,100.00

4-day training, 32 hours, 4 participants

Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm

Equipment required: 2 Backhoe Loaders

**March 20-22, 2023**

**Advanced Backhoe Operator Training**

Pricing: \$3,825.00

3-day training, 24 hours, 4 participants

Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm

Equipment required: 2 Backhoe Loaders

**April 17-20, 2023**

**Sweeper Truck Operator Training**

Pricing: \$5,100.00

4-day training, 32 hours, 4 participants

Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm

Equipment required: 2 Sweeper Trucks

**May 15-18, 2023**

**Telescopic Hydraulic Excavator Operator Training (Gradall)**

Pricing: \$5,100.00

4-day training, 32 hours, 4 participants

Class: 8:00 am-12:00 pm | 1:00 pm-5:00 pm

Equipment required: 2 Gradall's

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR WORKFORCE TRAINING  
SAFETY CLASSES  
(Williamson County Road & Bridge)**

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**THIS SERVICES CONTRACT** (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Randy Plaag d/b/a TrainingTexas**, (hereinafter “Service Provider”). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

**As described in the attached Proposal/Quotation, which is incorporated herein as if copied in full.**

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

**II.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project

and shall terminate upon project completion or when terminated pursuant to paragraph X below.

### III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is \$43,725.00, unless amended by a change order and approved by the Williamson County Commissioners Court. The County shall only be billed for classes actually conducted.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

### IV.

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

**A. As described in the attached Proposal/Quotation, which is incorporated herein as if copied in full; and**

**B. This Addendum.**

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

### V.

**No Agency Relationship:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County

Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

## **VI.**

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.

## **VII.**

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

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

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

## IX.

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

## X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

## XI.

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

## XII.

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

## XIII.

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

## XIV.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any

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

**XV.**

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

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVII.**

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

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

**WILLIAMSON COUNTY:**

**SERVICE PROVIDER:**

\_\_\_\_\_  
Authorized Signature

*Randy C. Plaag*  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

*Randy C. Plaag*  
\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2022

Date: October 25 \_\_\_\_\_, 2022

**Exhibit**  
**Proposal/Quotation**  
**(incorporated herein as if copied in full)**

**Commissioners Court - Regular Session****26.****Meeting Date:** 11/08/2022

Alliance 1711-206 WA7 SA2 Chandler Creek

**Submitted For:** Terron Evertson**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 7 under Williamson County Contract between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Drainage Improvements in Chandler Creek Subdivision Sections 6A, 6B and 6C. This supplemental is to extend the expiration date to December 31, 2022. Funding source: P488.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Alliance 1711-206 WA7 SA2 Chandler Creek

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/01/2022

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

11/01/2022 09:02 AM

11/01/2022 01:09 PM

Started On: 10/31/2022 01:33 PM



**SUPPLEMENTAL WORK AUTHORIZATION NO.   2**  
**TO**  
**WORK AUTHORIZATION NO.   7**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**Engineering Design Services for Drainage Improvements in Chandler Creek Subdivision**  
**Sections 6A, 6B and 6C**

This Supplemental Work Authorization No.   2   to Work Authorization No.   7   is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 6, 2018 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation Group (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No.   7   dated effective May 14, 2019 (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 **December 31, 2022**. 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:**

By: \_\_\_\_\_

Signature

James Michael Heath  
Printed Name

President

Title

10.24.22

Date

**COUNTY:**

By: \_\_\_\_\_

Signature

Bill Gravell, Jr.  
Printed Name

Williamson County Judge  
Title

\_\_\_\_\_  
Date

## Attachment C - Work Schedule

Alliance Transportation Group will provide a work schedule for the assigned tasks

**Commissioners Court - Regular Session****27.****Meeting Date:** 11/08/2022

Gray Engineering 21RFSQ14 Small Drainage &amp; Small Roadway Projects

**Submitted For:** Terron Evertson**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$50,000.00 to expire November 30, 2024 under Williamson County Contract for Engineering Services between Gray Engineering, Inc. and Williamson County dated May 31, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source; 01.0200.0210.004100.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Gray Engineering 21RFSQ14 Small Drainage &amp; Small Roadway Projects

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 11/03/2022

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

11/03/2022 09:04 AM

11/03/2022 09:50 AM

Started On: 10/31/2022 03:26 PM

**WORK AUTHORIZATION NO. 2**

**PROJECT: On Call Design Engineering Services for Small Drainage and Small Roadway Projects**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated May 31, 2022 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Gray Engineering, Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$50,000.00.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on November 30, 2024. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ENGINEER:

Gray Engineering, Inc.

COUNTY:

Williamson County, Texas

By:   
Signature

David W. Gray, PE  
Printed Name

President  
Title

By: \_\_\_\_\_  
Signature

Bill Gravell, Jr.  
Printed Name

County Judge  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

### **Attachment A - Services to be Provided by County**

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Existing LIDAR contours and apparent ROW (Wilco's GIS Department)
- Any existing culvert sizes and elevations
- Construction oversight, administration and management



## **Attachment B - Services to be Provided by Engineer**

### Project Locations:

As identified by Williamson County Engineer's Office

#### Task 1: Project Management

Attend progress review meetings with Road & Bridge Division as requested. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

#### Task 2: LIDAR Contours and Apparent R.O.W.

To be provided by the County's GIS Department. GEI to review provided County survey information and request from County elevation verifications of centerline roadway and roadside channel and culvert flow lines as needed to justify LIDAR contours elevations as provided by County.

#### Task 3: Preliminary Engineering

Delineate drainage area boundaries and perform runoff calculations for 5-yr, 10-yr, 25-yr, and 100-yr storm events within the project limits, including data collection and field reconnaissance. Provide a scroll plot (1" = 200') showing drainage area boundaries, time of concentration path, drainage area I.D., 2' LIDAR contours and aerial background provided by the County. Provide table showing runoff and other design calculation results as needed.

#### Task 4: Geotechnical

Investigations

To be provided by the  
County (pavement design)

#### Task 5: Environmental

Studies N/A

#### Task 6: Utility

Coordination N/A

#### Task 7: FEMA

Coordination N/A

#### Task 8: Final Engineering

Calculate capacity of existing drainage and roadway facilities. Identify culverts in apparent need of replacement due to either existing condition, inadequate capacity, or safety treatment. For each project location (county road) listed above, provide the following:

Plan Sheets (11" x 17"):

- Estimate of Quantities Summary
- Survey Controls

- Construction Notes & Typical Sections
- Drainage Area Map and Calculations
- Traffic Control Plan and Detour Plan (if necessary)
- TxDOT Standards
- Roadway Plan Sheets (1" = 50') (showing roadway centerline, stationing, apparent ROW, 1' LIDAR contours and aerial background) (As Required)
- Culvert Plan & Profile Sheets (1" = 50') (showing roadway centerline, stationing, apparent ROW, 1' LIDAR contours and aerial background) (As Required)

In addition to the above plan sheets, the Engineer will provide the following:

- Estimate of Quantities Summary
- General Notes

Task 9: Bidding Phase  
Services N/A

Task 10: Construction Phase  
Services N/A

**Deliverables:**

50% Submittal:

- Scroll plot of design calculations
- 11"x 17" plan sheets, estimates and quantities

100% Submittal:

- Scroll plot of drainage areas and runoff calculations for each roadway as needed
- 11"x 17" plan sheets for each project

Final Signed and Seal Submittal:

- 11"x 17" plan sheets for each project as needed

## **Attachment C - Work Schedule**

As directed by Williamson County Engineer's Office.

#### **Attachment D - Fee Schedule**

| <u>Consultant Category</u> | <u>Hourly Rate</u> |
|----------------------------|--------------------|
| Principal                  | \$325.00           |
| Project Manager            | \$250.00           |
| Project Engineer           | \$200.00           |
| EIT                        | \$150.00           |
| Designer                   | \$130.00           |

**Commissioners Court - Regular Session****28.****Meeting Date:** 11/08/2022

Preliminary plat for the Yesterdays Gone subdivision – Pct 2

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the preliminary plat for the Yesterday's Gone subdivision – Precinct 2.

**Background**

This proposed subdivision consists of 1 lot and no new roads on 2.43 acres.

**Timeline**

2022-06-27 – initial submittal of the preliminary plat

2022-07-27 – 1st review complete with comments

2022-09-21 – 2nd submittal of preliminary plat

2022-10-05 – 2nd review complete with comments

2022-10-18 – 3rd submittal of preliminary plat

2022-10-26 – 3rd review complete with comments

2022-10-28 – 4th submittal of preliminary plat

2022-11-01 – 4th review complete with comments clear

2022-11-03 – preliminary plat placed on the November 8, 2022 Commissioners Court agenda for consideration

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

preliminary plat - Yesterdays Gone

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/03/2022

**Reviewed By**

Becky Pruitt

**Date**

11/03/2022 10:12 AM

Started On: 11/03/2022 09:24 AM

LOT 23 OF NORTH SAN GABRIEL RANCHES, AN ADDITION  
TO WILLIAMSON COUNTY, TEXAS, ACCORDING TO  
THE PLAT THEREOF RECORDED IN CABINET B, SLIDE 137,  
OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

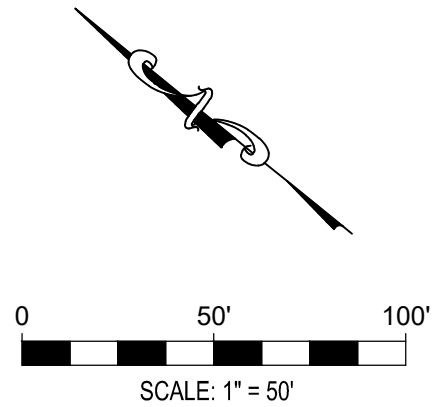
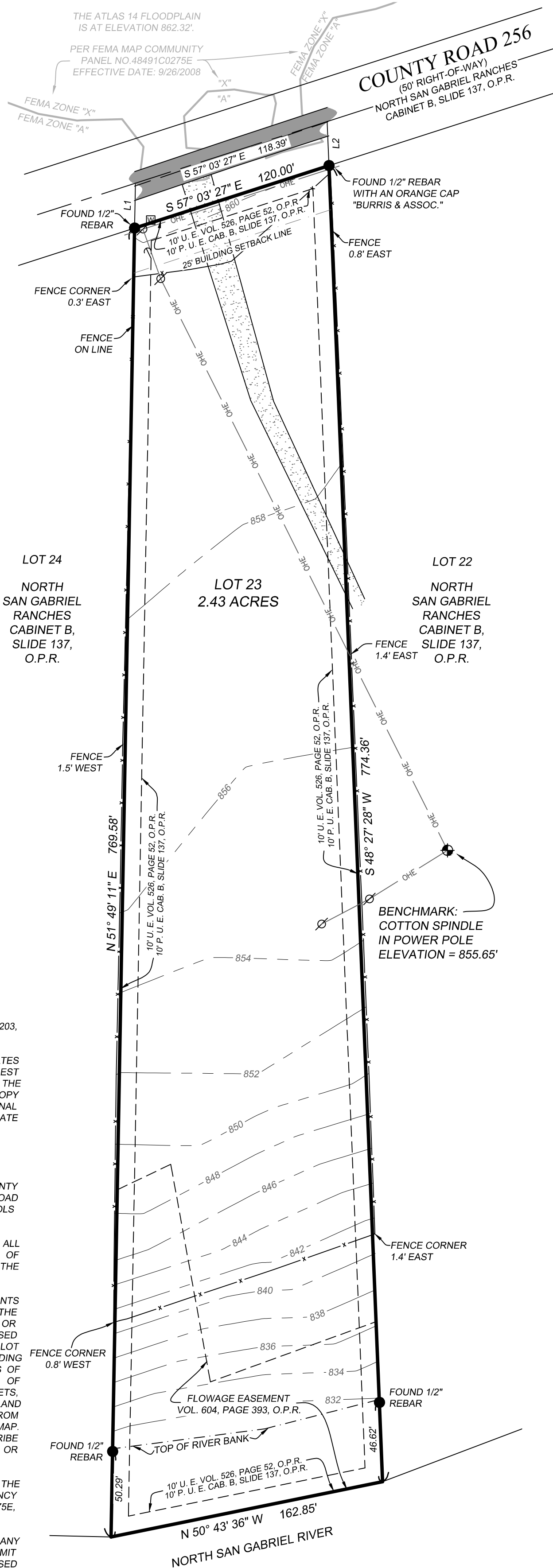


Diagram illustrating a road layout with a curve and a straight section. The curve is defined by a centerline of asphalt and a centerline of right-of-way. The straight section has a length of 120.00' and a bearing of S 57° 03' 27" E. The curve has a radius of 25.0' and a central angle of 25.95°. The centerline of asphalt has a bearing of S 57° 03' 27" E and a length of 118.39'. The centerline of right-of-way has a bearing of S 48° 27' 28" W and a length of 25.95'. The diagram also shows a bearing of N 51° 49' 11" E and a distance of 26.42' from a point to the start of the curve.

10c) 60' WIDE RIGHT-OF-WAY EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC.  
- VOL. 516, PG. 373, O.P.R. - VAGUE DESCRIPTION UNABLE TO LOCATE

10' UTILITY EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC.  
- VOL. 526, PG. 52, O.P.R. - INCLUDES SUBJECT PROPERTY AS SHOWN HEREON.

10d) RIGHT-OF-WAY EASEMENT TO CHISHOLM TRAIL, WSC  
- VOL. 939, PG. 199, O.P.R. - VAGUE DESCRIPTION UNABLE TO LOCATE

10e) RIGHT-OF-WAY EASEMENT TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT  
- VOL. 2548, PG. 49, O.P.R. - VAGUE DESCRIPTION UNABLE TO LOCATE.

10f) FLOWAGE EASEMENT TO THE UNITED STATES OF AMERICA  
- VOL. 605, PG. 80, O.P.R. - DOES NOT INCLUDE THE SUBJECT PROPERTY.

10g) FLOWAGE EASEMENT TO THE UNITED STATES OF AMERICA  
- VOL. 604, PG. 393, O.P.R. - INCLUDES SUBJECT PROPERTY AS SHOWN HEREON.

BEARING BASED ON TEXAS STATE PLANE COORDINATES, CENTRAL ZONE, 4203, NAD83-US SURVEY FEET, DERIVED FROM GPS OBSERVATIONS.

3. THIS ORIGINAL WORK IS PROTECTED UNDER COPYRIGHT LAWS, TITLE 17 UNITED STATES CODE SECTIONS 101 AND 102. ALL VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF THE RECIPIENTS NAMED AND NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN THIRTY (30) DAYS FROM THE DATE ADJACENT TO THE SIGNATURE LINE HEREIN.

4. THE TRACT SHOWN HEREON IS SUBJECT TO ALL WILLIAMSON COUNTY ORDINANCES AND RESTRICTIONS.

4. 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.

5. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF NORTH SAN GABRIEL RANCHES, AS RECORDED IN CABINET B, SLIDES 137-138 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

6. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF LOT 23 PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOT 23 INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.

7. LOT 23 IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO.48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

8. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOT 23 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.

9. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

10. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

11. THE PROPERTY DRAINS DIRECTLY TO A DETENTION EXEMPT STREAM.

12. UTILITY PROVIDERS ARE PEDERNALES ELECTRIC COOPERATIVE AND THE CITY OF GEORGETOWN.

13. THE ATLAS 14 STUDY WAS COMPLETED BY HUNTER SHADBURN, P.E., DATED 9/16/2022.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

THIS PROJECT IS EXEMPT FROM DETENTION PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS B11.1.1. A LETTER HAS BEEN SUBMITTED TO THE COUNTY REQUESTING THIS EXEMPTION.

I, JAMES DAVID REDMON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

LANDPOINT  
2900 JAZZ STREET  
ROUND ROCK, TX 78664  
FIRM NO. 10194220

|         |                   |
|---------|-------------------|
| ←       | GUY WIRE          |
| ⊘       | POWER POLE        |
| W       | WATER METER       |
| — x —   | WIRE FENCE        |
| — OHE — | OVERHEAD ELECTRIC |

ASPHALT

GRAVEL

|        |   |
|--------|---|
| O.P.R. | OFFICIAL PUBLIC RECORDS OF<br>WILLIAMSON COUNTY TEXAS |
| U.E.   | UTILITIES EASEMENT                                    |
| P.U.E. | PUBLIC UTILITIES EASEMENT                             |

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | DIRECTION   | LENGTH |
| L1         | N51°49'11"E | 26.42' |
| L2         | S48°27'28"W | 25.95' |

**OWNER INFORMATION:**  
LOREE BETH TOMAYO  
1501 CR 256  
LIBERTY HILL, TX 78642  
210 - 326 - 6662  
lore@loreetamayo.com

| NO. | REVISION-DESCRIPTION | BY | DATE | CHKD | APPD | DWN BY:     | CN      | DATE:<br>5/13/2022  |
|-----|----------------------|----|------|------|------|-------------|---------|---------------------|
|     |                      |    |      |      |      | CHK BY:     | NT      | DATE:<br>10/27/2022 |
|     |                      |    |      |      |      | FIELDED BY: | TL      | DATE:<br>5/9/2022   |
|     |                      |    |      |      |      | JOB #:      | 22-0938 |                     |

SUBMITTAL DATE: JUNE 27, 2022



|                 |                  |        |
|-----------------|------------------|--------|
| SCALE: 1" = 50' | SHEET NO: 1 OF 1 | REV: 0 |
|-----------------|------------------|--------|

**Commissioners Court - Regular Session****29.****Meeting Date:** 11/08/2022

Final plat for the Cielo Gardens subdivision – Pct 4

**Submitted For:** Terron Evertson**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Cielo Gardens subdivision – Precinct 4.

**Background**

This is the first and only section of Cielo Gardens development. It consists of 221 single family lots, 1 park lot, 2 drainage lots, 3 landscape lots and 6,078 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$2,644,556.50 has been posted with the County to cover the cost of the remaining construction.

**Timeline**

2019-09-26 – initial submittal of the final plat

2019-10-25 – 1st review complete with comments

2022-08-17 – 2nd submittal of final plat

2022-12-13 – 2nd review complete with comments

2022-10-21 – 3rd submittal of final plat with signatures

2022-10-24 – receipt of financial security for the remaining construction

2022-10-27 – 3rd review complete with minor comments

2022-10-31 – 4th submittal of final plat with signatures

2022-11-02 – 4th review complete with comments clear

2022-11-03 – final plat placed on the November 8, 2022 Commissioners Court agenda for consideration

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

final plat - Cielo Gardens

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 11/03/2022

**Reviewed By**

Becky Pruitt

**Date**

11/03/2022 10:13 AM

Started On: 11/03/2022 09:30 AM







| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | BEARING     | LENGTH  |
| L1         | S11°41'01"E | 81.10'  |
| L2         | S68°51'15"W | 102.59' |
| L3         | S03°25'58"E | 25.00'  |
| L4         | S30°36'30"E | 121.65' |
| L5         | S68°51'15"W | 102.59' |
| L6         | S84°19'27"W | 25.00'  |
| L7         | N77°38'48"E | 122.95' |
| L8         | S21°08'45"E | 99.33'  |
| L9         | S21°08'45"E | 125.00' |
| L10        | S68°51'15"E | 21.55'  |
| L11        | N68°51'15"E | 117.63' |

| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE #     | BEARING     | LENGTH  |
| L12        | S21°08'45"E | 4.44'   |
| L13        | S68°51'18"W | 107.07' |
| L14        | S23°51'15"W | 3.79'   |
| L15        | S68°58'54"W | 15.00'  |
| L16        | S23°51'15"W | 16.21'  |
| L17        | N33°50'57"W | 25.00'  |
| L18        | N21°08'42"W | 80.00'  |
| L19        | N68°51'18"E | 37.10'  |
| L20        | S68°51'18"W | 31.24'  |
| L21        | N20°25'59"W | 10.00'  |

| CURVE TABLE |        |            |               |        |         |
|-------------|--------|------------|---------------|--------|---------|
| CURVE #     | RADIUS | DELTA      | CHORD BEARING | CHORD  | LENGTH  |
| C1          | 15.00' | 090°00'00" | S66°08'45"E   | 21.21' | 23.56'  |
| C2          | 15.00' | 052°01'12" | N42°50'38"E   | 13.16' | 13.62'  |
| C3          | 50.00' | 193°22'38" | S66°28'39"E   | 99.32' | 168.75' |
| C4          | 15.00' | 052°01'12" | S04°12'04"W   | 13.16' | 13.62'  |
| C5          | 15.00' | 052°01'12" | S47°49'09"E   | 13.16' | 13.62'  |
| C6          | 50.00' | 194°49'48" | S23°35'09"W   | 99.16' | 170.02' |
| C7          | 15.00' | 052°01'12" | N85°00'33"W   | 13.16' | 13.62'  |
| C8          | 15.00' | 052°01'12" | S42°58'15"W   | 13.16' | 13.62'  |
| C9          | 50.00' | 193°54'49" | N66°04'57"W   | 99.26' | 169.22' |
| C10         | 15.00' | 052°01'12" | N04°51'51"E   | 13.16' | 13.62'  |
| C11         | 15.00' | 090°00'00" | N66°08'45"W   | 21.21' | 23.56'  |
| C12         | 15.00' | 052°01'12" | S42°50'38"W   | 13.16' | 13.62'  |
| C13         | 50.00' | 194°02'25" | N66°08'45"W   | 99.25' | 169.33' |
| C14         | 15.00' | 052°01'12" | N04°51'51"E   | 13.16' | 13.62'  |
| C15         | 15.00' | 090°00'00" | N66°08'45"W   | 21.21' | 23.56'  |
| C16         | 15.00' | 090°00'00" | N23°51'15"E   | 21.21' | 23.56'  |
| C17         | 15.00' | 052°01'12" | N47°09'22"W   | 13.16' | 13.62'  |
| C18         | 50.00' | 194°02'25" | N23°51'15"E   | 99.25' | 169.33' |
| C19         | 15.00' | 052°01'12" | S85°08'09"E   | 13.16' | 13.62'  |
| C20         | 15.00' | 090°00'00" | N23°51'15"E   | 21.21' | 23.56'  |
| C21         | 15.00' | 090°00'00" | S66°08'45"E   | 21.21' | 23.56'  |
| C22         | 15.00' | 090°00'00" | S23°51'15"W   | 21.21' | 23.56'  |
| C23         | 25.00' | 090°00'00" | N66°08'45"W   | 35.36' | 39.27'  |
| C24         | 25.00' | 090°00'00" | N23°51'15"E   | 35.36' | 39.27'  |
| C25         | 15.00' | 090°00'00" | N23°51'15"E   | 21.21' | 23.56'  |
| C26         | 15.00' | 089°20'13" | S66°28'39"E   | 21.09' | 23.39'  |
| C27         | 15.00' | 090°39'47" | S23°31'21"W   | 21.34' | 23.74'  |
| C28         | 15.00' | 090°00'00" | N66°08'45"W   | 21.21' | 23.56'  |
| C29         | 15.00' | 090°39'47" | N23°31'21"E   | 21.34' | 23.74'  |
| C30         | 25.00' | 089°20'13" | S66°28'39"E   | 35.15' | 38.98'  |
| C31         | 15.00' | 090°39'47" | S23°31'21"W   | 21.34' | 23.74'  |
| C32         | 15.00' | 089°20'13" | N66°28'39"W   | 21.09' | 23.39'  |
| C33         | 15.00' | 089°20'13" | S66°28'39"E   | 21.09' | 23.39'  |
| C34         | 25.00' | 090°47'23" | S23°35'09"W   | 35.60' | 39.61'  |
| C35         | 25.00' | 089°52'24" | N66°04'57"W   | 35.32' | 39.21'  |
| C36         | 15.00' | 090°00'00" | N23°51'15"E   | 21.21' | 23.56'  |
| C37         | 50.00' | 186°26'50" | S62°20'58"E   | 99.84' | 162.71' |
| C38         | 50.00' | 007°35'35" | N20°37'50"E   | 6.62'  | 6.63'   |
| C39         | 50.00' | 034°30'08" | S13°37'23"W   | 29.66' | 30.11'  |
| C40         | 50.00' | 023°11'57" | S15°13'40"E   | 20.11' | 20.25'  |
| C41         | 50.00' | 034°24'02" | S44°01'40"E   | 29.57' | 30.02'  |
| C42         | 50.00' | 035°28'42" | S78°58'02"E   | 30.47' | 30.96'  |
| C43         | 50.00' | 039°50'24" | N63°22'25"E   | 34.07' | 34.77'  |
| C44         | 50.00' | 026°29'35" | N30°12'26"E   | 22.91' | 23.12'  |
| C45         | 50.00' | 039°02'07" | S78°31'00"E   | 33.41' | 34.06'  |
| C46         | 50.00' | 035°09'30" | N64°23'12"E   | 30.20' | 30.68'  |
| C47         | 50.00' | 030°48'10" | N31°24'22"E   | 26.56' | 26.88'  |
| C48         | 50.00' | 030°44'02" | N00°38'16"E   | 26.50' | 26.82'  |
| C49         | 50.00' | 044°20'18" | N36°53'54"W   | 37.73' | 38.69'  |
| C50         | 50.00' | 014°45'42" | N66°26'54"E   | 12.85' | 12.88'  |
| C51         | 50.00' | 010°34'13" | N24°55'34"E   | 9.21'  | 9.22'   |
| C52         | 50.00' | 049°23'03" | N05°03'04"W   | 41.77' | 43.10'  |
| C53         | 50.00' | 034°42'29" | N47°05'50"W   | 29.83' | 30.29'  |
| C54         | 50.00' | 028°58'53" | N78°56'31"W   | 25.02' | 25.29'  |
| C55         | 50.00' | 040°53'35" | S66°07'14"W   | 34.93' | 35.69'  |
| C56         | 50.00' | 028°50'25" | S31°15'14"W   | 24.90' | 25.17'  |
| C57         | 50.00' | 023°58'34" | N71°06'50"W   | 20.77' | 20.92'  |
| C58         | 50.00' | 040°44'50" | S76°31'28"W   | 34.81' | 35.56'  |
| C59         | 50.00' | 030°53'41" | S40°42'13"W   | 26.64' | 26.96'  |
| C60         | 50.00' | 030°55'55" | S09°47'25"W   | 26.67' | 26.99'  |
| C61         | 50.00' | 039°02'30" | S25°11'48"E   | 33.42' | 34.07'  |
| C62         | 50.00' | 028°26'55" | S58°56'30"E   | 24.57' | 24.83'  |
| C63         | 15.00' | 044°44'23" | S01°13'26"W   | 11.42' | 11.71'  |
| C64         | 60.00' | 01°08'52"  | S09°45'55"W   | 11.66' | 11.67'  |

FINAL PLAT  
OF  
CIELO GARDENS

A 39.351 ACRE TRACT OF LAND BEING SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 39.351 ACRE TRACT, CONVEYED TO DRP TX 3, LLC, IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2022027207 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

FIELD NOTES  
FOR

39.351 ACRE TRACT OF LAND BEING SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 39.351 ACRE TRACT, CONVEYED TO DRP TX 3, LLC, IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2022022707 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 39.351 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

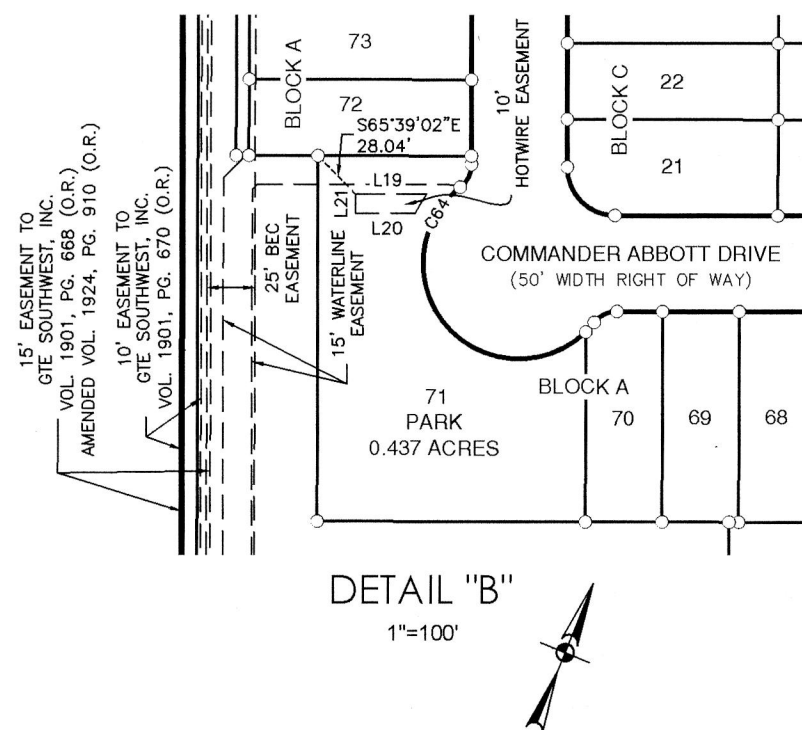
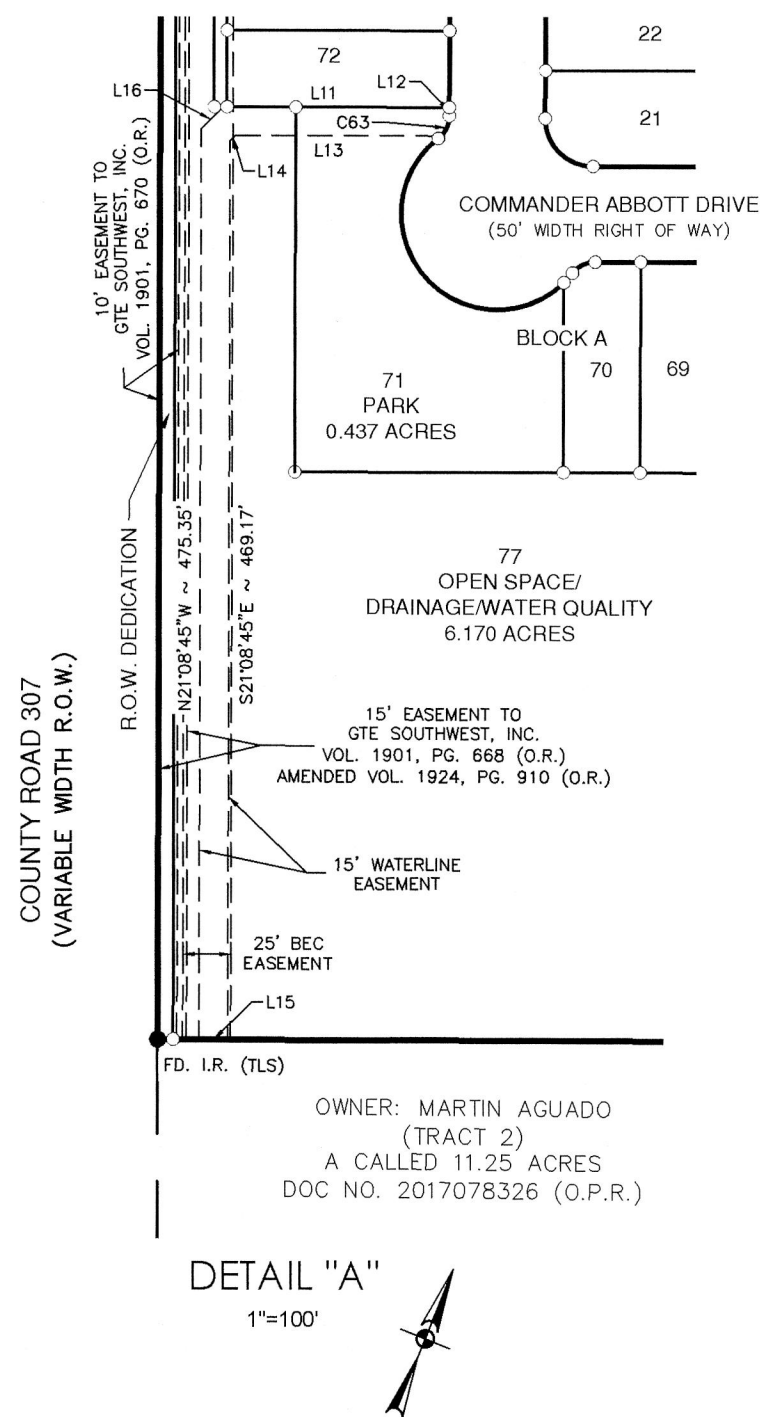
BEGINNING at an iron rod with cap marked "TLS" found on a point on the intersection of County Road 307, a variable width right-of-way, and County Road 305, a variable width right-of-way, said point being the northwest corner of said 39.351 acre tract for the northwest corner and POINT OF BEGINNING hereof;

THENCE N 68°58'04" E, departing the east right-of-way line of said County Road 307, with the south right-of-way line of said County Road 305, same being the north boundary line of said 39.351 acre tract, a distance of 1138.25 feet to an iron rod with cap marked "Lenz & Assoc." found on the northwest corner of a called 49.75 acre tract, conveyed to Martin Aguado in Document No. 2017078324 of said Official Public Records, said point being the northeast corner of said 39.351 acre tract for the northeast corner hereof;

THENCE S 21°44'57" E, departing to the south right-of-way line of said County Road 305, with the west boundary line of said 49.75 acre tract, same being the east boundary line of said 39.351 acre tract, a distance of 1495.83 feet to a 3/8" iron rod found on the northeast corner of a called 11.25 acre tract, (Tract 2), conveyed to Martin Aguado in Document No. 2017078326 of said Official Public Records, said point being the southeast corner of said 39.351 acre tract for the southeast corner hereof;

THENCE S 68°58'54" W, departing the west boundary line of said 49.75 acre tract with the north boundary line of said 11.25 acre tract, same being the south boundary line of said 39.351 acre tract, a distance of 1154.00 feet to an iron rod with cap marked "TLS" found on the east right-of-way line of said County Road 307, said point being the northwest corner of said 11.25 acre tract, same being the southwest corner of said 39.351 acre tract for the southwest corner hereof;

THENCE N 21°08'45" W, departing the north line of said 11.25 acre tract, with the east right-of-way line of said County Road 307, same being the west boundary line of said 39.351 acre tract, a distance of 1495.44 feet to the POINT OF BEGINNING, and containing 39.351 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers, Inc. under Job No. 51125-01.



| STREET DATA            |         |              |               |              |                        |                |
|------------------------|---------|--------------|---------------|--------------|------------------------|----------------|
| STREET NAME            | LENGTH  | R.O.W. WIDTH | PVMT. WIDTH   | DESIGN SPEED | MAINTAINANCE AUTHORITY | CLASSIFICATION |
| MARTY ALLEN LOOP       | 3310 LF | 50'          | 30' LOG - LOG | 25 MPH       | PUBLIC                 | LOCAL          |
| COMMANDER ABBOTT DRIVE | 1923 LF | 50'          | 30' LOG - LOG | 25 MPH       | PUBLIC                 | LOCAL          |
| HAL NORCOTAN WAY       | 670 LF  | 50'          | 30' LOG - LOG | 25 MPH       | PUBLIC                 | LOCAL          |
| ANDY MCCAIN TRAIL      | 176 LF  | 50'          | 30' LOG - LOG | 25 MPH       | PUBLIC                 | LOCAL          |

NOTES:

1. NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOODPLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEMA FIRM COMMUNITY PANEL NO(s) 48491C0150F, DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
2. A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
3. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
5. PORTIONS OF THIS SUBDIVISION ARE LOCATED WITHIN THE RECHARGE ZONE OF THE EDWARDS AQUIFER.
6. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
7. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY AND THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF JARRELL.
8. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
9. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
10. NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
11. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
12. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF JARRELL.
13. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
14. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
15. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
16. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 305 OR COUNTY ROAD 307.
17. IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.
18. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
19. IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
20. AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.
21. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
22. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., DATED AUGUST 2022.
23. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
24. USE OF PUBLIC UTILITY EASEMENTS BY FRANCHISE UTILITIES SHALL BE APPROVED BY THE RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.
25. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
26. THIS SUBDIVISION IS SUBJECT TO WATER AND WASTEWATER ACCESS FEES AS OUTLINED IN THE RANCHO DEL CIELO UTILITY AND CONSENT AGREEMENT WITH THE CITY OF JARRELL, DATED OCTOBER 27, 2020.



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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #1002880



FINAL PLAT  
OF  
CIELO GARDENS

A 39.351 ACRE TRACT OF LAND BEING SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 39.351 ACRE TRACT, CONVEYED TO DRP TX 3, LLC, IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2022027207 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

STATE OF ~~TEXAS~~ NEW YORK §  
COUNTY OF ~~WILLIAMSON~~ NEW YORK §  
KNOW ALL MEN BY THESE PRESENTS

THAT DRP TX 3, LLC, AS OWNER OF THE REMNANT PORTION OF THE CERTAIN 39.351 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED RECORDED IN DOCUMENT NO. 2022027207 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 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 "CIELO GARDENS"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF OCTOBER, 2022.

DRP TX 3, LLC  
A DELAWARE LIMITED LIABILITY COMPANY

C/O HOUDIN HONARVAR  
590 MADISON AVENUE, 13TH FLOOR,  
NEW YORK, NY 10022

BY: Houdin Honarvar  
HOUDIN HONARVAR  
AUTHORIZED SIGNATORY

STATE OF ~~TEXAS~~ NEW YORK §  
COUNTY OF NEW YORK §  
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Houdin Honarvar KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 DAY OF OCTOBER, 2022.

[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF ~~TEXAS~~ NEW YORK

MY COMMISSION EXPIRES: 04-25-2026



ENGINEER'S CERTIFICATION

I, MICHAEL FISHER, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS "CIELO GARDENS" PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS 20<sup>th</sup> DAY OF OCTOBER, 2022.



MICHAEL FISHER, P.E.  
PROFESSIONAL ENGINEER NO. 87704  
PAPE-DAWSON ENGINEERS, INC.  
TBPE, FIRM REGISTRATION NO. 470

SURVEYOR'S CERTIFICATION

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON July 22, 2022.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS \_\_\_\_ DAY OF OCTOBER 21, 2022.

[Signature]  
PARKER J. GRAHAM  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556  
PAPE-DAWSON ENGINEERS, INC.  
TBPLS, FIRM REGISTRATION NO. 10028801



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS 20<sup>th</sup> DAY OF OCTOBER, 2022 A.D.

Teresa Baker Teresa Baker  
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE 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 OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

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

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

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

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

Bill Gravel Jr. DATE  
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

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

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF WILLIAMSON COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_M. AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_ O'CLOCK \_\_\_\_M. IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, IN DOCUMENT NO. \_\_\_\_\_.

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

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_, DEPUTY



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**Commissioners Court - Regular Session****30.****Meeting Date:** 11/08/2022

retention tax

**Submitted For:** Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

9:30 am Conduct a public hearing relating to a request to move surplus salary dollars for a retention request within the Tax Assessor/Collector's Office for PCN.1471 and discuss (1) the reason for the payment in excess of the previously approved budget amount, including the public purpose that will be served by making the excess payment; and (2) the exact amount of the excess payment, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served by making the excess payment.

**Background**

The reason for the payment in excess of the budgeted amount, an increase of \$6,012.42 to PCN.1471, is to retain a current employee per the retention policy. The payment will be made through the regular payroll process using general fund, salary dollars already within the Tax Assessor's departmental budget. The public purpose is retaining a highly skilled employee within the office who has a high risk of leaving employment and is currently being considered by other local government for a like position. All moves are within current policy.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 11/02/2022

**Reviewed By**

Becky Pruitt

**Date**

11/02/2022 02:35 PM

Started On: 11/02/2022 02:32 PM

**Commissioners Court - Regular Session****31.****Meeting Date:** 11/08/2022

retention tax 2

**Submitted For:** Rebecca Clemons**Submitted By:** Rebecca Clemons, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on additional funding for PCN.1471, Information Services Manager.

**Background**

A retention request is being made to retain a highly skilled employee who is currently going through the interview process with another local entity. If approved, a transfer will be placed on the position changes spreadsheet for the Court's consideration and approval on November 15, 2022. The department has the funding needed on PCN.1440.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 11/02/2022

**Reviewed By**

Becky Pruitt

**Date**

11/02/2022 02:35 PM

Started On: 11/02/2022 02:33 PM

**Commissioners Court - Regular Session****32.****Meeting Date:** 11/08/2022

Leander ISD and Liberty Hill ISD school boundaries

**Submitted By:** Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order redefining the boundaries of Leander ISD and Liberty Hill ISD in relation to Larkspur Neighborhood, as was mutually agreed upon by the districts' boards of trustees and required under 13.051 (i) of the Texas Education Code.

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Order Pertaining to School District Detachment and Annexation Larkspur Neighborhood

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 11/03/2022

**Reviewed By**

Becky Pruitt

**Date**

11/03/2022 03:14 PM

Started On: 11/03/2022 03:09 PM

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

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**ORDER OF COMMISSIONERS COURT  
OF WILLIAMSON COUNTY, TEXAS  
PERTAINING TO SCHOOL DISTRICT  
DETACHMENT AND ANNEXATION  
IN LARKSPUR NEIGHBORHOOD**

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**WHEREAS**, Texas Education Code, Sec. 13.051(a) sets forth that “territory may be detached from a school district and annexed to another school district that is contiguous to the detached territory. A petition requesting the detachment and annexation must be presented to the board of trustees of the district from which the territory is to be detached and to the board of trustees of the district to which the territory is to be annexed. Each board of trustees to which a petition is required to be presented must conduct a hearing and adopt a resolution as provided by this section for the annexation to be effective”;

**WHEREAS**, Texas Education Code, Sec. 13.051(i) provides that, “if both boards of trustees of the affected districts approve the petitions, the commissioners court or commissioners courts to whom the matter is required to be reported shall enter an order redefining the boundaries of the districts affected by the transfer. Title to all real property of the district from which territory is detached within the territory annexed vests in the receiving district, and the receiving district assumes and is liable for any portion of the indebtedness of the district from which the territory is to be detached that is allocated to the receiving district under Section 13.004”;

**WHEREAS**, a petition for the detachment of the territory, which is described by the metes and bounds description attached hereto and incorporated herein as **Exhibit “A”** and the map attached hereto as **Exhibit “B”** (referred to hereinafter as the “Territory”), was presented to the Liberty Hill Independent School District;

**WHEREAS**, on June 20, 2022 and in accordance with Texas Education Code, Sec. 13.051, the Liberty Hill Independent School District approved a Resolution to Make Findings and Approve Petition for Detachment in Larkspur Neighborhood for the Territory and reported same to the Williamson County Commissioners Court, which said petition is attached hereto as **Exhibit “C”**;

**WHEREAS**, a petition for the annexation of the Territory was presented to the Leander Independent School District;

**WHEREAS**, on May 19, 2022 and in accordance with Texas Education Code, Sec. 13.051, the Leander Independent School District approved a Board Resolution to Make Findings and Approve Petition to Annex Additional Residences in Larkspur Neighborhood for the Territory and reported same to the Williamson County Commissioners Court, which said petition is attached hereto as **Exhibit “D”**;

**WHEREAS**, in accordance with Texas Education Code, Sec. 13.051(i), due to both Boards of Trustees of the Liberty Hill Independent School District and the Leander Independent School District having approved the petitions for detachment and annexation, respectively, the Commissioners Court of Williamson County must enter an order redefining the boundaries of the said districts affected by the transfer; and

**NOW THEREFORE IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

The Territory in Larkspur Neighborhood shall be detached from Liberty Hill Independent School District and annexed into and become a part of the Leander Independent School District; and the boundaries of the Liberty Hill Independent School District and the Leander Independent School District shall be redefined in accordance therewith.

**PASSED, APPROVED and ADOPTED** as of the 8<sup>th</sup> day of November, 2022.

**WILLIAMSON COUNTY, TEXAS**

BY: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge  
Williamson County, Texas

## **Exhibit “A”**

### **Metes and Bounds Description of the Territory**





LARKSPUR COMMUNITY DEVELOPMENT, INC.  
LHSD TO LISD ANNEXATION BOUNDARY  
201.30 ACRES

DESCRIPTION OF 201.30 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE HENRY GARMES SURVEY, ABSTRACT NO. 269, BEING PORTIONS OF THAT CERTAIN 327.79 ACRE TRACT AND THAT CERTAIN 230.70 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LARKSPUR COMMUNITY DEVELOPMENT, INC. IN DOCUMENT NO. 2016088036, THAT CERTAIN 7.113 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LARKSPUR COMMUNITY DEVELOPMENT, INC. IN DOCUMENT NO. 2017023324, ALL OF THAT CERTAIN 10.00 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO LARKSPUR COMMUNITY DEVELOPMENT, INC. IN DOCUMENT NO. 2018078678, ALL OF THAT CERTAIN 9.80 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO VPR SPRINGS LLC IN DOCUMENT NO. 2021148004, ALL OF THAT CERTAIN 2.448 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO THE CITY OF LEANDER, TEXAS IN DOCUMENT NO. 2015083906, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF COUNTY ROAD 266 (R.O.W. VARIES), AND CONTAINED WITHIN SAID 201.30 ACRE TRACT, ARE PORTIONS OF CAUGHFIELD PHASE 8, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2019064445, CAUGHFIELD PHASE 10, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2020111431, CAUGHFIELD PHASE 11, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2021038231, ALL OF CAUGHFIELD PHASE 12, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2021146386, ALL OF CAUGHFIELD PHASE 13, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2021147941, ALL RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 201.30 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod found (Grid North: 10200306.98; Grid East: 3081065.36 ) in the westerly line of County Road 267 (R.O.W. varies), at the southeasterly corner of that certain 5.865 Acre Tract of land (Tract 1), described in a deed of record to Phillip R. King, Et Ux in Document No. 2015004940, Official Public Records of Williamson County, Texas, being the most easterly corner of said 327.79 Acre Tract, for the most northerly or northeast corner of said Caughfield Phase 13 and the herein described tract;

**THENCE** with the westerly line of said County Road 267, and the easterly lines of said 327.79 Acre Tract, said 9.80 Acre Tract and said 10.00 Acre Tract, same being in part the easterly lines of said Caughfield Phase 13 and said Caughfield Phase 12, the following ten (10) courses:

1. S16°04'02"W, a distance of 826.71 feet to a 60D Nail found in a Cedar Tree;
2. S17°35'01"W, a distance of 373.22 feet to an iron rod with "CS LTD" Cap found;
3. S17°39'25"W, a distance of 516.83 feet to an iron rod with "CS LTD" Cap found;
4. S17°44'40"W, a distance of 365.35 feet to an iron rod with "G&R" Cap set;
5. S16°34'42"W, a distance of 191.70 feet to an iron rod with "CS Ltd" Cap found;
6. S14°34'03"W, a distance of 170.22 feet to a 1/2" iron rod found at the northeasterly corner of said 9.80 Acre Tract;
7. S20°41'54"W, a distance of 164.94 feet to a 3/8" iron rod found;
8. S25°36'40"W, a distance of 513.17 feet to a calculated point;

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9. S17°47'54"W, a distance of 319.10 feet to a calculated point at the southeasterly corner of said 9.80 Acre Tract and the northeasterly corner of said 10.00 Acre Tract;
10. S17°25'21"W, a distance of 334.39 feet to a 60d nail found in fence post at the intersection of the westerly line said County Road 267 and the northerly line of County Road 266 (R.O.W. varies), at the southeasterly corner of said 10.00 Acre Tract;

**THENCE** S17°25'21"W, over and across said County Road 266, a distance of 284.44 feet to a calculated point in the southerly line of said County Road 266, being the northerly line of South San Gabriel Ranches, a subdivision of record in Cabinet B, Slides 86-87, Plat Records of Williamson County, Texas, same being the approximate centerline of the South San Gabriel River, for the southeasterly corner of the herein described Tract;

**THENCE** N75°09'10"W, with the southerly line of said County Road 266, the northerly line of said South San Gabriel Ranches, and the approximate centerline of the South San Gabriel River, a distance of 1010.98 feet to a calculated point at the southwesterly terminus of said County Road 266, being the southeasterly corner of said 230.70 Acre Tract;

**THENCE** with the southerly line of said 230.70 Acre Tract, same being in part the northerly lines of said South San Gabriel Ranches, High Gabriel East Section 1, a subdivision of record in Cabinet B, Slides 254-255 and High Gabriel East Section 2, a subdivision of record in Cabinet B, Slides 296-298, both recorded in the Plat Records of Williamson County, Texas, and the approximate centerline of the South San Gabriel River, the following seven (7) courses:

1. N61°16'00"W, a distance of 210.89 feet to a calculated point;
2. N60°44'49"W, a distance of 184.01 feet to a calculated point;
3. N58°59'29"W, a distance of 53.18 feet to a calculated point;
4. N58°59'29"W, a distance of 1087.58 feet to a calculated point;
5. N53°23'04"W, a distance of 520.13 feet to a calculated point;
6. N60°21'43"W, a distance of 991.15 feet to a calculated point;
7. N73°06'31"W, a distance of 169.18 feet to a calculated point, for the southwesterly corner of said 230.70 Acre Tract and the herein described Tract;

**THENCE** N24°58'23"W, with the westerly line of said 230.70 Acre Tract, a distance of 15.16 feet to a calculated point, for the most westerly or northwest corner of the herein described tract;

**THENCE** with the northerly line hereof, over and across said 230.70 Acre Tract, said 7.113 Acre tract and said 327.79 Acre Tract, traversing said Caughfield Phase 8, said Caughfield Phase 10 and said Caughfield Phase 11, the following six (6) courses:

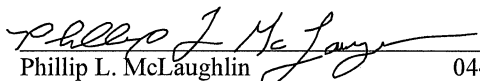
1. N87°41'44"E, a distance of 316.89 feet to a calculated point;
2. N65°45'40"E, a distance of 749.46 feet to a calculated point;
3. N61°25'56"E, a distance of 131.10 feet to a calculated point;

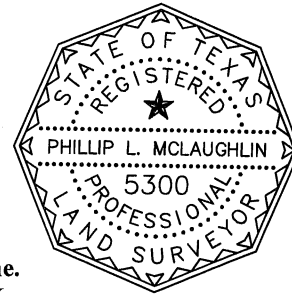


4. N68°08'10"E, a distance of 885.60 feet to a calculated point;
5. N66°46'27"E, a distance of 744.13 feet to a calculated point;
6. N68°24'54"E, a distance of 1250.49 feet to a 1/2" iron rod found at the most southerly corner of that certain 5.00 acre tract (Tract1) described in a deed of record to Victor E. Landig, Jr., Et Ux in Document No. 2006029147, Official Public Records of Williamson County, Texas, same being the northwesterly corner of said Caughfield Phase 13 and an angle point in the easterly line of said 327.79 Acre Tract;

**THENCE** with the northerly line said Caughfield Phase 13, and the easterly line of said 327.79 Acre Tract, same being in part the southerly lines of said 5.00 Acre Tract and said 5.865 Acre Tract, the following two (2) courses:

1. N68°35'15"E, passing the common southerly corner of said 5.00 Acre Tract and said 5.865 Acre Tract, and continuing for a distance of 701.85 feet to a 1/2" iron rod found;
2. N68°41'31"E, a distance of 623.30 feet to the **POINT OF BEGINNING**, having an area of 201.30 acres of land, more or less.

  
Phillip L. McLaughlin 04-08-22  
Registered Professional Land Surveyor  
State of Texas No. 5300



**Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.**  
G&R Surveying Project No. 22185 Attachments: 22185\_GR-LISD BND-EX

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

# LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ IRON ROD WITH CAP FOUND (INSIGNIA NOTED)
- 60d NAIL FOUND
- CALCULATED POINT

AMENDED PLAT OF  
CAUGHFIELD PHASE 7B  
(DOC. 2019064195)

WILLIAM H. MONROE SURVEY  
ABSTRACT NO. 453

5.00 AC. - TRACT 1  
VICTOR E. LANDIG, JR., ET UX  
(DOC. 2006029147)

5.865 AC. - TRACT 1  
PHILLIP R. KING, ET UX  
(DOC. 2015004940)

N:10200306.98 POB  
E:3087065.36

REMANANT OF 327.79 AC.  
LARKSPUR COMMUNITY  
DEVELOPMENT, INC  
(DOC. 2016088036)

REMANANT OF 7.113 AC.  
LARKSPUR COMMUNITY  
DEVELOPMENT, INC  
(DOC. 2017023324)

230.70 AC.  
COMMUNITY  
ENT, INC  
(6088036)

CAUGHFIELD PHASE 11  
(DOC. 2021038231)

CAUGHFIELD PHASE 13  
(DOC. 2021147941)

CAUGHFIELD PHASE 12  
(DOC. 2021146386)

MATCHLINE  
SHEET 3  
SHEET 1

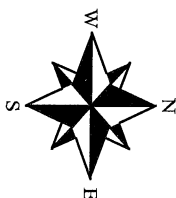
MATCHLINE  
SHEET 1  
SHEET 2

HENRY GARNES SURVEY  
ABSTRACT NO. 269

CAUGHFIELD PHASE 12  
(DOC. 2021146386)

REMANANT OF 327.79 AC.  
LARKSPUR COMMUNITY

SCALE: 1" = 300'



ATTACHMENTS: METES AND BOUNDS DESCRIPTION 22185\_GR-LISD BND-MB  
BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET

1

3

EXHIBIT

PLOTTING SCALE: 1" = 300'

DRAWN BY: PMC

REVIEWED BY: TJC/DRS

PROJECT NO: 22185

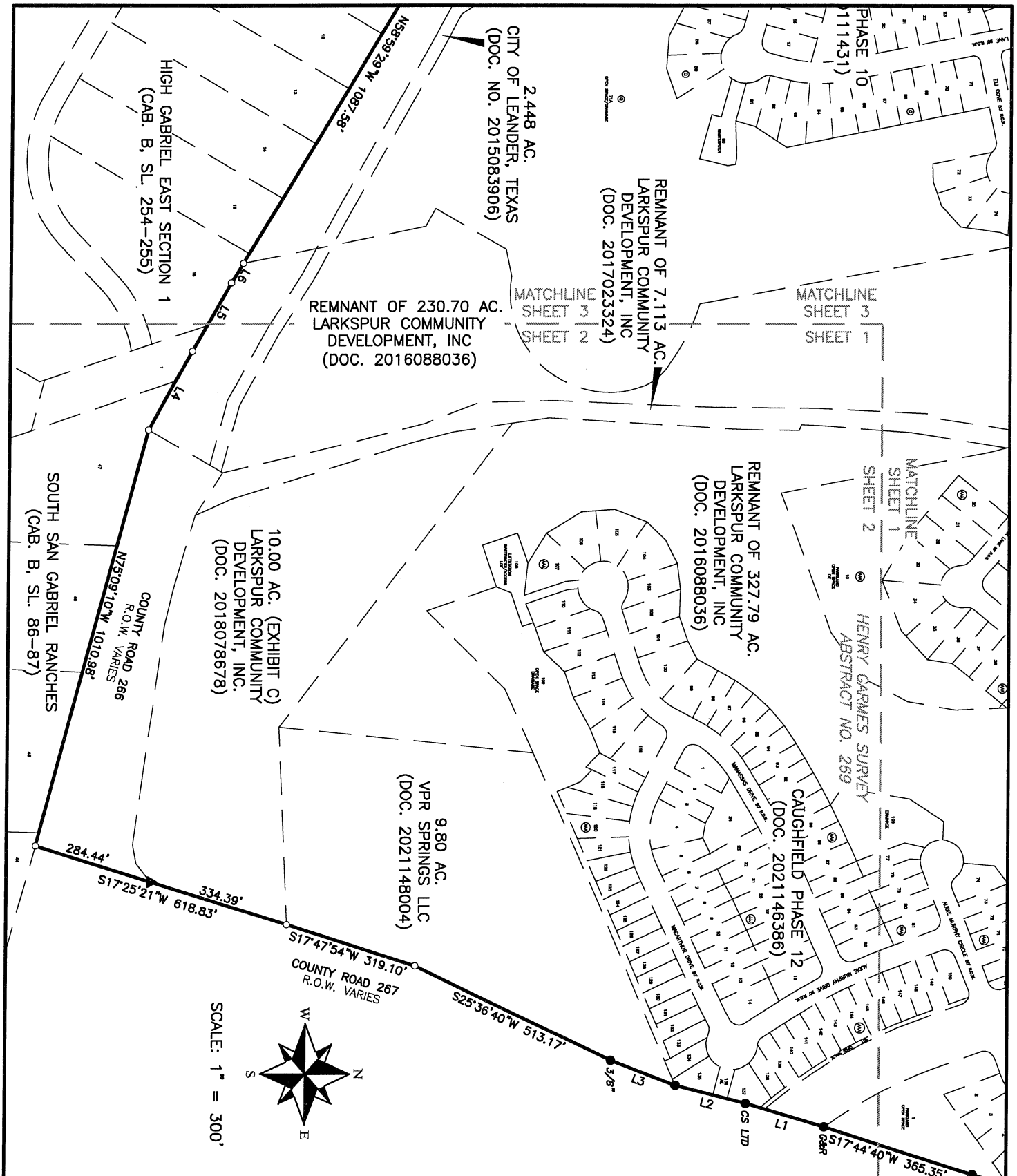
FILE: L:\22185\_GR LISD-EX

DATE: APRIL 8, 2022

201.30 ACRES  
LHSD TO LISD  
ANNEXATION BOUNDARY



SURVEYING, LLC  
1805 OUIDA DR.  
AUSTIN, TEXAS 78728  
PHONE: (512) 267-7430  
FAX: (512) 836-8385  
FIRM NO. 10032000



SHEET  
2  
3

EXHIBIT

PLOTTING SCALE: 1" = 300'  
DRAWN BY: PMC  
REVIEWED BY: TJC/DRS  
PROJECT NO: 22185  
FILE: L:\22185\_GR LISD-EX  
DATE: APRIL 8, 2022

201.30 ACRES  
LHSD TO LISD  
ANNEXATION BOUNDARY

**G&R**  
SURVEYING, LLC  
1805 OUIDA DR.  
AUSTIN, TEXAS 78728  
PHONE: (512) 267-7430  
FAX: (512) 836-8385  
FIRM NO. 10032000

WILLIAM H. MONROE SURVEY  
ABSTRACT NO. 453

CAUGHFIELD PHASE 8  
(DOC. 2019064445)

LARKSPUR PHASE 7A  
(DOC. 2019005885)

REMANANT OF 230.70 AC.  
LARKSPUR COMMUNITY  
DEVELOPMENT, INC  
(DOC. 2016088036)

CAUGHFIELD PHASE 8  
(DOC. 2019064445)

CAUGHFIELD PHASE 8  
(DOC. 2019064445)

CAUGHFIELD PHASE 10  
(DOC. 202011431)

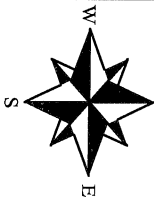
HIGH GABRIEL EAST SECTION 2  
(CAB. B, SL. 296-298)

HENRY GARNES SURVEY  
ABSTRACT NO. 269

REMANANT OF 7.113 AC.  
LARKSPUR COMMUNITY  
DEVELOPMENT, INC  
(DOC. 2017023324)

2.448 AC.  
CITY OF LEANDER, TEXAS  
(DOC. NO. 2015083906)

REMANANT OF 230.70 AC.  
LARKSPUR COMMUNITY  
DEVELOPMENT, INC  
(DOC. 2016088036)



SCALE: 1" = 300'

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MATCHLINE  
SHEET 3  
SHEET 2

MATCHLINE  
SHEET 3  
SHEET 1

SHEET

3

3

EXHIBIT

PLOTTING SCALE: 1" = 300'  
DRAWN BY: PMC  
REVIEWED BY: TJC/DRS  
PROJECT NO: 22185  
FILE: L:\22185\_GR LSD-EX  
DATE: APRIL 8, 2022

201.30 ACRES  
LHSD TO LSD  
ANNEXATION BOUNDARY

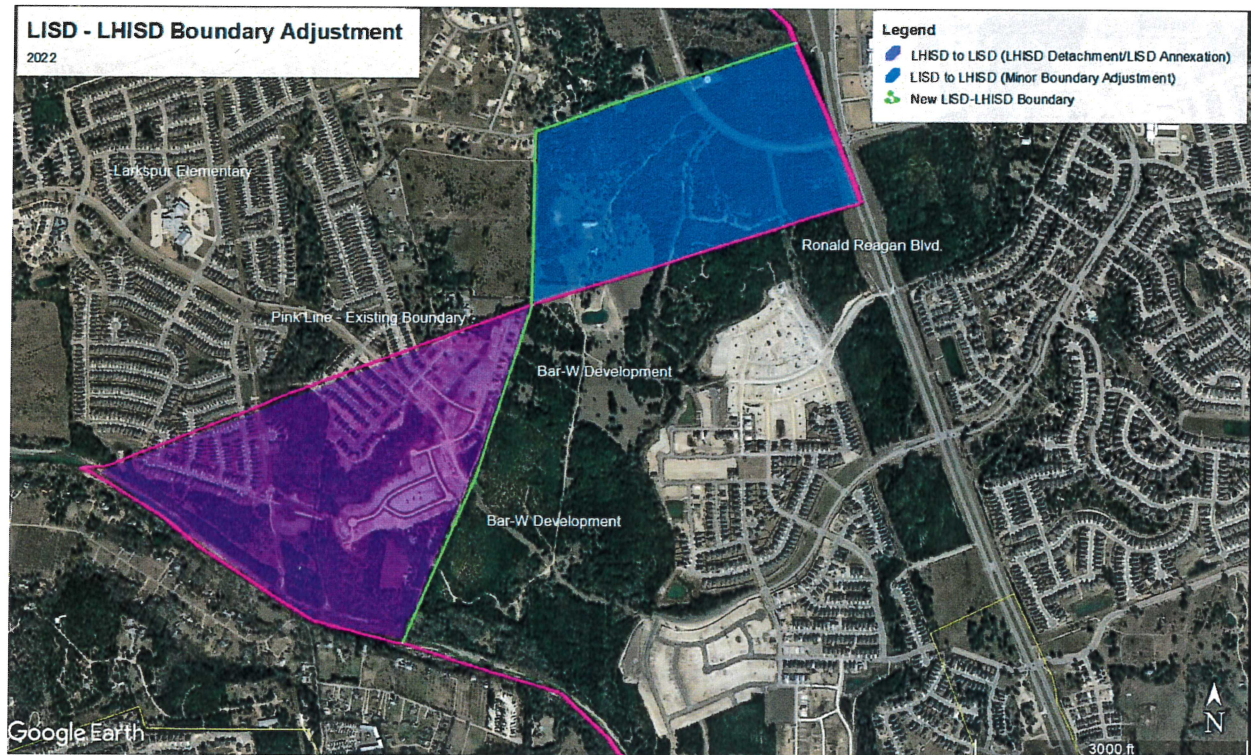


SURVEYING, LLC  
1805 OUIDA DR.  
AUSTIN, TEXAS 78728  
PHONE: (512) 267-7430  
FAX: (512) 836-8385  
FIRM NO. 10032000



# Exhibit “B”

## Map of the Territory



## **Exhibit “C”**

### **Liberty Hill Independent School District Resolution to Make Findings and Approve Petition for Detachment in Larkspur Neighborhood**



Liberty Hill Independent School District Board  
Resolution to Make Findings and Approve Petition  
for Detachment in Larkspur Neighborhood

June 20, 2022

WHEREAS, the Liberty Hill Independent School District ("LHISD") is charged with considering proposed detachment of territory from another district pursuant to the requirements of Texas Education Code § 13.051;

WHEREAS, a petition was submitted with signatures of a majority of the residents in the affected territory who are registered voters, which included a metes and bounds description as required under the statute, seeking to have the territory detached from LHISD and annexed to Leander Independent School District;

WHEREAS, the petition, including the metes and bounds description, is attached hereto as **Exhibit A**;

WHEREAS, the territory to be affected by this proposal currently lies within LHISD boundaries and is contiguous to Leander Independent School District;

WHEREAS, the LHISD Board of Trustees provided notice of the contemplated change by publishing and posting a notice in the manner required under Sections 13.051 and 13.003 of the Texas Education Code;.

WHEREAS, the LHISD Board of Trustees held a public hearing on the issue, per statutory requirements, on May 16, 2022, in which all affected persons were given an opportunity to be heard; and

WHEREAS, the LHISD Board of Trustees considered the educational interests of the current students residing or future students expected to reside in the affected territory and in the affected districts and the social, economic, and educational effects of the proposed boundary change;

NOW THEREFORE, the Board of Trustees of the Liberty Hill Independent School District makes the following findings:

- 1) Educational Interests: Currently, thirty-seven (37) students in the affected territory already currently attend LISD schools. Detaching this territory would not have a negative impact on the educational interests of these students, students in the affected territory who currently attend LHISD, or other LHISD students who reside within the current LHISD boundaries;
- 2) Social Effects: Detachment would allow all students residing in the Larkspur neighborhood to attend school in the same district, allowing for an extension of their socialization opportunities outside of the school day;

3) Economic Effects: Detachment of this territory is projected to result in a loss of 315 students overtime to LHISD enrollment accounted for in demographic reports and will result in a loss in total Maintenance & Operations (M&O) revenue; however per student M&O revenue will not be affected by the detachment. Detachment of the territory will result in future loss in debt capacity and Interest and Sinking (I& S) funds.

4) Educational Effects: Students in the affected area would have access to a quality education in either district, and detachment could mitigate any possible disruption to a student's learning environment when they transition into a new school.

WHEREFORE, in consideration of the preceding, the LISD Board of Trustees approves the proposal to detach the territory in the metes and bounds description provided by the petitioners, which is incorporated herein.

Adopted this 20th day of June 2022, by the Board of Trustees of the Liberty Hill Independent School District.

In Witness Whereof,

  
Megan Parsons, Board President

## **Exhibit “D”**

### **Leander Independent School District Board Resolution to Make Findings and Approve Petition to Annex Additional Residences in Larkspur Neighborhood**

**Leander Independent School District  
Board Resolution to Make Findings and Approve Petition  
to Annex Additional Residences in Larkspur Neighborhood**

May 19, 2022

**WHEREAS**, the Leander Independent School District ("LISD") is charged with considering proposed annexation of territory from another district pursuant to the requirements of Tex. Educ. Code 13.051;

**WHEREAS**, a petition was submitted with signatures of a majority residents in the affected territory who are registered voters, which included a metes and bounds description as required under the statute;

**WHEREAS**, the territory to be affected by this proposal currently lies within Liberty Hill ISD boundaries;

**WHEREAS**, the LISD Board of Trustees held a public hearing on the issue, per statutory requirements, on May 5, 2022; and

**WHEREAS**, the LISD Board of Trustees considered the educational interests of the current students residing or future students expected to reside in the affected territory and in the affected districts and the social, economic, and educational effects of the proposed boundary change;

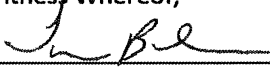
**NOW THEREFORE**, the Board of Trustees of the Leander Independent School District makes the following findings:

- 1) **Educational Interests**: Currently, thirty-seven (37) students in the affected territory already currently attend LISD schools, and including these and future students would not have a negative impact on the educational interests of LISD students who reside within the current LISD boundaries;
- 2) **Social Effects**: Annexation would allow all students residing in the Larkspur neighborhood to attend school in the same district, allowing for an extension of their socialization opportunities outside of the school day;
- 3) **Economic Effects**: Transportation routes already exist close to the neighborhood, and annexation of this territory is projected to add an additional 315 students to LISD enrollment that are not currently accounted for in the LISD demographic report; and
- 4) **Educational Effects**: Students in the effected area would have access to a quality education in either district, and annexation could mitigate any possible disruption to a student's learning environment when they transition into a new school.

**WHEREFORE**, in consideration of the preceding, the LISD Board of Trustees approves the proposal to annex the territory in the metes and bounds description provided by the petitioners, which is incorporated herein.

Adopted this 19th day of May 2022, by the Board of Trustees of the Leander Independent School District.

In Witness Whereof,

  
\_\_\_\_\_  
Trish Bode, Board President

**Commissioners Court - Regular Session****33.****Meeting Date:** 11/08/2022

Approval of Quote for Camera Cabling from IES Communications, LLC for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the quote between Williamson County and IES Communications, LLC for camera cabling at the Williamson County Jail for a total of \$106,313.69, pursuant to contract DIR Contract #DIR-CPO-4813, and authorizing the execution of the quote.

**Background**

The approval of this quote will benefit the Williamson County Jail with further security of category 6 cable to three hundred and twenty (320) camera locations with patch panel connectivity provided and installed. The attached quote has the details of the materials and installation services provided. IT, Legal, Audit and Budget have reviewed the quote. The line item being charged for this expenditure is 01.0100.0503.004509. The department point of contact is Rory Tierney.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

IES Communications Camera Cabling Redacted Quote

---

**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/02/2022 10:08 PM  
11/03/2022 08:00 AM  
Started On: 10/28/2022 02:21 PM



# IES<sup>®</sup>

Bryan Beard  
Bryan.Beard@iescomm.com

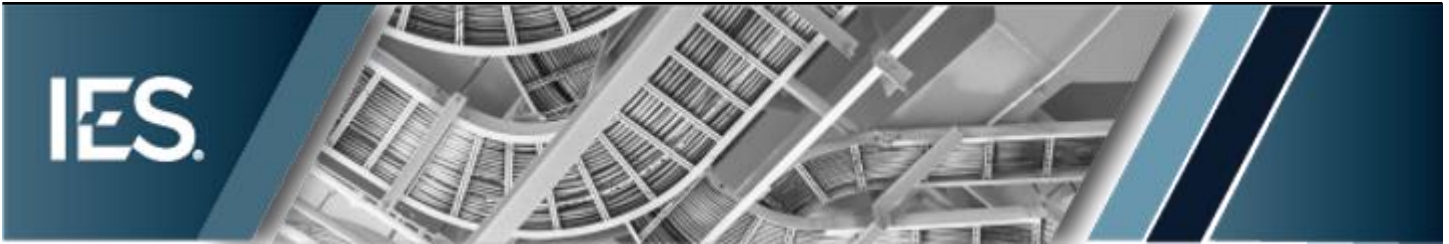
[www.iescomm.com](http://www.iescomm.com)

**Wilco**

---

Option  
10/16/2022



**CLIENT**

Wilco  
Chris Ball  
306 WEST 4th street  
Georgetown, TX 78626

**Quote Date:**

10/16/2022

**Web ID:**

[REDACTED]

**Site Code:****Project:**

DIR-CPO-4813 ATX - Wilco Camera Cables

[REDACTED]

**BACKGROUND:**

IES Communications (IES) is pleased to submit for your review and approval the following proposal. Please feel free to contact us with any questions you might have during your review. The following is an outline of IES's proposal.

**MANAGEMENT QUALITY ASSURANCE:**

IES's plan for ensuring quality in the project starts with our pre-installation review. From the initial exchange of information concerning the project, an engineered and documented installation package has been constructed as part of the response process.

**OVERVIEW:**

IES is providing pricing for the installation of communications-cabling connectivity per customer provided documentation. All cabling installed shall be in compliance with the ANSI/TIA/EIA 568-C Commercial Building Telecommunications Cabling Standards.

The proposed structured cabling solution consists of Category 6 cable. Cables will run from existing MDF/IDF location(s).

Site Address: [REDACTED], Georgetown, TX 78626]

**Project Schedule:**

- Based on the Customer provided schedule, the estimated timeline for this project will be between November 2022 and February 2023
- The projected crew size will range from [1-4] tech(s).
- These techs will work eight-hour shift(s) between 6:00 am and 6:00 pm M-F to complete a 40 hour work week, per tech.

IES will assign a Lead Technician to oversee and coordinate project details with customer representative.



**KEY NOTES & CLARIFICATIONS:**

Proposed pricing is good through November 30<sup>th</sup>. Project will be subject to a pricing update December 1<sup>st</sup> due to material pricing escalations.

All required conduit pathways and backboxes will be provided by the EC/GC. Conduit will be free and clear with an available pull string.

All interior and exterior penetrations will be completed by others.

All 110v power, PDU's and UPS battery backups to be provided by others.

Due to ongoing, and escalating, macroeconomic conditions, IES reserves the right to reprice labor and materials within 6 months of actual project start.

IES has excluded the costs necessary for compliance with Buy America/Buy American/Made in America requirements. Any additional cost, or time, associated with such requirements will be added as needed.

Assumptions have been made in the production of this proposal based on industry knowledge and provided information.

---

## Scope of Work

### Camera Cabling

- (1) one, Category 6 cable to (320) three hundred and twenty, Camera location(s)
- Patch Panel Connectivity
  - 48-Port Modular patch panel(s) provided and installed for camera cabling installed
- Cabling to be supported with the use of j-hooks throughout the building

***Notes and Clarifications: All Existing category cable and fiber to be that need to be cut-over to new racks is not included in scope.***

---

# Project Standards

## QUALITY ASSURANCE

An IES Project Manager will have the responsibility of meeting all quality objectives as defined in the installation package. Upon completion of specific tasks throughout the project, the Project Manager will be required to sign off before any additional work may be performed.

Each IES project is completed following the installation package, IES Standards Manual and IES Quality Audit policy. Informal and formal audits will be conducted throughout the life of the project. In case of any discrepancies between the installation criteria and the delivered product, a punch list will be developed and the corrections will be made promptly. After the final project audit has been completed, and any discrepancies corrected, a CLIENT representative will be asked to sign a project acceptance form.

## INSTALLATION STANDARDS

All exposed cabling shall be neatly dressed and bundled.

IES shall test each U/UTP cable with a Fluke DTX-1800 and will fully certify each U/UTP cable in accordance with industry standards. IES shall provide the end user with test results in electronic format.

Unless otherwise notified IES shall implement an industry standard labeling scheme in accordance with the TIA/EIA-606A and TIA/EIA-942.

All cables shall be labeled within 4 inches of the termination point with a machine generated label.

Unless specifically stated in the scope of work there will be NO service loop at the workstation end.

IES shall support all cabling every 4-5 feet in accordance with the TIA/EIA 568-C.

## LABELING / DOCUMENTATION

Documentation is critical to the success of an installation and contributes significantly to the ongoing level of customer satisfaction. Our engineered installation plan will serve as an installation blueprint.

An electronically printed adhesive label will be installed at the cable destination end to denote the origination point and the destination point on the faceplate and the patch panel. All labeling will conform to the ANSI/TIA/EIA 606, Administration Standard for the Telecommunications infrastructure of commercial Buildings.

All red line as-builds will be supplied to CLIENT and they will be updated throughout the project. Upon completion of the project, a logical drawing of the communication system will be provided to CLIENT.

Upon completion of the project, a cabling matrix will be provided to CLIENT that documents the location of all cabling within the TR and the floor.

Upon completion of the project, a complete turnover package will be submitted to CLIENT containing updated drawing as builds, cabling matrix, test results and any other pertinent information pertaining to the project.

---

## General Terms and Conditions

DIR-CPO-4813, including pricing and customer mandatory terms are incorporated herein as if copied in full. Any conflicting terms with DIR-CPO-4813 customer mandatory terms will be controlled by the DIR-CPO-4813 customer mandatory terms.

**TERMS OF PAYMENT:** The customer agrees to pay IES (Contractor) the total purchase price, plus applicable sales tax, listed for the material and labor used as outlined in this Purchase Agreement. Contractor will provide labor progress invoices for work performed in association with this Purchase Agreement. All invoices are due no later than 30 days from receipt. If customer elects to finance the services and equipment on this Purchase Agreement through a Contractor third party authorized leasing source, an initial deposit of 20% is required at signing of this Purchase Agreement. The Contractor Finance department must give approval for special arrangements or terms other than stated herein.

**EXPEDITE CHARGE:** To avoid an expedite charge, Contractor must receive a signed Purchase Agreement and purchase order (if customers purchasing policy requires that a purchase order be issued) five (5) business days prior to the work commencing. Any special rush requests, if not included in this Purchase Agreement will be invoiced separately at a rate not to exceed 10% of this Purchase Agreements total selling price.

**TIMELINE:** Customer recognizes that if the project is delayed or accelerated due to reasons beyond the reasonable control of Contractor or its employees, that Contractor may incur additional expenses. Such expenses may include, but are not limited to, employee wages, materials, mileage, design and re-engineering fees and lodging. Customer agrees to reimburse Contractor for these additional expenses at a rate equal to Contractor's standard fees.

**CHANGE IN SCOPE:** Any change to the scope of work, as specified in this Purchase Agreement, which is requested by the customer or its duly authorized representative may only be effected through a written change order. The change order must be signed by an authorized representative of the customer, and an additional purchase order, or an amendment to the original purchase order, issued. All change orders to the original scope of work shall be bound to the Terms and Conditions stated herein.

**CANCELLATION:** Customer acknowledges that this is a non-cancelable Purchase Agreement. If customer elects to return any material or equipment delivered as part of this Purchase Agreement it must be un-used and in its original packaging. Customer will be liable for any restocking fees incurred by Contractor, at a rate equal to the amount charged to Contractor, on all returned material and equipment. Customer will also be liable for any and all labor hours performed at Contractor's standard hourly rate.

**CUSTOMER RESPONSIBILITIES:** Unless stated otherwise in the General Notes, Exclusions and Clarifications section of this contract it is the responsibility of the customer to provide the following:

A safe and secure method for storing all materials and equipment related to this project.

Copies of floor plans (electronic CAD files preferred in the DWG or DXF format) including the furniture layout and outlet locations (outlet locations maybe hand drawn).

Adequate environment at the work site IE: ventilation, lighting etc.

A single point of contact for the duration of the project.

**LIMITATION:** All prices remain in effect for fifteen (15) days from the date of this Purchase Agreement.

**INSURANCE:** IES will maintain the following types of insurance coverage and liability limits:

Commercial automobile insurance for all non-owned vehicles, covering bodily injury and property damage, with a limit of \$1,000,000 for each occurrence.

Commercial general liability insurance covering bodily injury, property damage, and contractual liability, with a limit of \$3,000,000 for each occurrence and \$6,000,000 general aggregate.

Workers' compensation, with the statutory requirement for coverage.

Additional Insured: IES will name CLIENT as an additional insured on IES Communications, LLC general liability policy.

Waiver of Subrogation: Rights of subrogation under the policies listed above will be waived in favor of CLIENT.

Certification: IES will provide CLIENT with a certificate of insurance confirming all insurance

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

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

---

## Pricing:

|                       |              |
|-----------------------|--------------|
| <b>Labor</b>          | \$64,859.73  |
| <b>Material</b>       | \$40,654.25  |
| <b>Other</b>          | \$799.71     |
| <b>Services</b>       | \$0.00       |
| <b>Total</b>          | \$106,313.69 |
| <b>Tax</b>            | \$0.00       |
| <b>Total with tax</b> | \$106,313.69 |

The total lump sum for this proposal is **\$106,313.69** which includes all tax, material, labor, equipment, supplies, travel expenses and misc. expenses. Excluded from this proposal are any adds, moves, or changes during project, which will be billed separate from original proposal.

## Authorization

Dear Chris Ball

**Web ID:**



By signing below, I am accepting this proposal and the attached terms and conditions.

|                               |                |
|-------------------------------|----------------|
| _____                         | _____          |
| Customer Authorized Signature | Date           |
| _____                         | _____          |
| Customer Print Name           | Customer Title |

IES Communications, LLC

Account Rep: Bryan Beard

|                           |          |
|---------------------------|----------|
| <i>Thomas Bryan Beard</i> | 10/28/22 |
| _____                     | _____    |
| IES Authorized Signature  | Date     |

|                |
|----------------|
| Bryan Beard    |
| _____          |
| IES Print Name |

---

## NOTES AND EXCLUSIONS

The following activities are not included unless specifically listed in the above detailed Scope of Work; and if required, additional charges may apply:

Installation of cable tray or conduit.

Mounting and aiming of cameras by others.

All vertical conduit sleeves between floors and entrance into the MPOE, MDF and IDF's to be provided by the electrical contractor or General Contractor.

All work is scheduled for regular business hours unless otherwise noted.

Costs associated with parking

Technicians must have free and clear access to all areas being cabled.

Coring and drilling of walls, floors, or headers

Improvement to building grounding system

Underground trenching or boring

Concrete/asphalt cutting or patching

Architecture or Engineer design or Consulting fees

Engineered stamped drawings

Cutting, patching, painting

Modifications to correct existing code/building violations or upgrade of systems to comply with State or City codes expressly excluded.

All electrical is provided and installed by others.

Any changes to the scope of work must be submitted in writing prior to the work being performed.

This proposal does not include labor to move furniture, PC or other end user equipment that will preclude IES from performing their duties.

IES will not certify cable runs longer than 100meters.

## Customer Pricing Breakdown

| Description    | Labor       | Material    | Total        |
|----------------|-------------|-------------|--------------|
| Camera Cabling | \$64,859.73 | \$41,453.96 | \$106,313.69 |

**Commissioners Court - Regular Session****34.****Meeting Date:** 11/08/2022

Approval of Agreement for Network Connectivity at the Children's Advocacy Center (CAC) with ConvergeOne 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 agreement between Williamson County and ConvergeOne for network connectivity for the total cost of \$116,943.94, pursuant to DIR TSO contract #4167, and authorizing the execution of this agreement.

**Background**

Approval of this agreement will benefit the Children's Advocacy Center (CAC) with the installation of networking and wireless equipment for the building to include routers, switches and access points. The customer is Williamson County and not the CAC. The software and hardware being purchased is for the county's own network connectivity to its phone system as the owner of the building that the CAC occupies. The attached agreement contains the detailed scope of services offered plus equipment information. Legal, IT, Contract Audit and Budget have reviewed the agreement. The funding source is P530. The department point of contact is Rory Tierney.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

ConvergeOne Redacted Quote

---

**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Mary Watson  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/03/2022 08:52 AM  
11/03/2022 09:08 AM  
Started On: 11/01/2022 01:15 PM



## Solution Summary

### Child Advocacy Center Switches

|   |   |
|---|---|
| <b>Customer:</b> WILLIAMSON COUNTY        | <b>Primary Contact:</b> Rory Tierney    |
| <b>Ship To</b> 301 SE Inner Loop Ste 105  | <b>Email:</b> Rory.tierney@wilco.org    |
| <b>Address:</b> Georgetown, TX 78626-8207 | <b>Phone:</b> 512-943-1457              |
| <b>Bill To Address:</b> 1125 E Main St    | <b>National Account</b> Chad Brinkley   |
| Round Rock, TX 78664                      | <b>Manager:</b>                         |
| <b>Customer ID:</b>                       | <b>Email:</b> CBrinkley@convergeone.com |
| <b>Customer PO:</b>                       | <b>Phone:</b> +17639712447              |

| Solution Summary        | Current Due         | Next Invoice | Due      | Remaining         | Total Project       |
|-------------------------|---------------------|--------------|----------|-------------------|---------------------|
| Software                | \$5,041.64          |              | One-Time |                   | \$5,041.64          |
| Software                | \$1,742.15          | \$1,742.15   | Annual   | \$1,742.16        | \$5,226.46          |
| Hardware                | \$86,785.84         |              | One-Time |                   | \$86,785.84         |
| Maintenance             |                     |              |          |                   |                     |
| CISCO Maintenance       | \$19,890.00         |              | Prepaid  |                   | \$19,890.00         |
| <b>Project Subtotal</b> | <b>\$113,459.63</b> |              |          | <b>\$1,742.16</b> | <b>\$116,943.94</b> |
| Estimated Tax           | NOT INCLUDED        |              |          |                   |                     |
| Estimated Freight       | NOT INCLUDED        |              |          |                   |                     |
| <b>Project Total</b>    | <b>\$113,459.63</b> |              |          |                   | <b>\$116,943.94</b> |

## Solution Quote

| #               | Item Number        | Description  | Public Sector Contract | Term | Qty | Unit List Price | Extended List | % Disc  | Unit Price  | Extended Price |
|-----------------|--------------------|--|------------------------|------|-----|-----------------|---------------|---------|-------------|----------------|
| <b>Software</b> |                    |  |                        |      |     |                 |               |         |             |                |
| 1               | C9500-DNA-E-3Y     | DNA Essential 3 Year License   | DIR-TSO-4167           | 36   | 2   | \$2,247.48      | \$4,494.96    | 58.00 % | \$943.94    | \$1,887.88     |
| 2               | C9300-DNA-E-48-3Y  | C9300 DNA Essentials, 48-port - 3 Year Term License  | DIR-TSO-4167           | 36   | 6   | \$1,324.83      | \$7,948.98    | 58.00 % | \$556.43    | \$3,338.58     |
| 3               | LIC-ENT-5YR        | Meraki MR Enterprise License, 5YR  | DIR-TSO-4167           |      | 20  | \$531.50        | \$10,630.00   | 56.99 % | \$228.60    | \$4,572.00     |
| 4               | LIC-MT-5Y          | Meraki MT Enterprise License and Support, 5YR  | DIR-TSO-4167           |      | 2   | \$451.58        | \$903.16      | 48.00 % | \$234.82    | \$469.64       |
| <b>Hardware</b> |                    |  |                        |      |     |                 |               |         |             |                |
| 5               | MA-SFP-10GB-LR-AO  | ADDON CISCO MERAKI MA-SFP-10GB-LR COMPATIBLE TAA COMPLIANT 10GBASE-LR SFP+ TRANSCEIVER (SMF, 1310NM, | DIR-TSO-4167           |      | 18  | \$0.00          | \$0.00        | 0.00 %  | \$150.00    | \$2,700.00     |
| 6               | C9500-48Y4C-E      | Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Essential   | DIR-TSO-4167           |      | 2   | \$28,637.65     | \$57,275.30   | 58.00 % | \$12,027.81 | \$24,055.62    |
| 7               | C9K-PWR-650WAC-R/2 | 650W AC Config 4 Power Supply front to back cooling  | DIR-TSO-4167           |      | 2   | \$2,663.25      | \$5,326.50    | 47.99 % | \$1,385.16  | \$2,770.32     |
| 8               | C9300-48P-E        | Catalyst 9300 48-port PoE+, Network Essentials   | DIR-TSO-4167           |      | 6   | \$11,945.20     | \$71,671.20   | 58.00 % | \$5,016.98  | \$30,101.88    |
| 9               | PWR-C1-715WAC-P/2  | 715W AC 80+ platinum Config 1 SecondaryPower Supply  | DIR-TSO-4167           |      | 6   | \$1,478.61      | \$8,871.66    | 47.99 % | \$769.02    | \$4,614.12     |
| 10              | C9300-NM-8X        | Catalyst 9300 8 x 10GE Network Module  | DIR-TSO-4167           |      | 6   | \$3,016.36      | \$18,098.16   | 58.00 % | \$1,266.87  | \$7,601.22     |
| 11              | STACK-T1-50CM      | 50CM Type 1 Stacking Cable   | DIR-TSO-4167           |      | 6   | \$118.29        | \$709.74      | 47.99 % | \$61.52     | \$369.12       |
| 12              | CAB-SPWR-30CM      | Catalyst Stack Power Cable 30 CM   | DIR-TSO-4167           |      | 6   | \$112.38        | \$674.28      | 48.00 % | \$58.44     | \$350.64       |
| 13              | MR44-HW            | Meraki MR44 WiFi 6 Indoor AP   | DIR-TSO-4167           |      | 20  | \$1,537.75      | \$30,755.00   | 56.99 % | \$661.39    | \$13,227.80    |
| 14              | MT11-HW            | Meraki Probe Sensor  | DIR-TSO-4167           |      | 1   | \$250.25        | \$250.25      | 47.99 % | \$130.16    | \$130.16       |
| 15              | MT12-HW            | Meraki MT12 Indoor Water Leak Sensor   | DIR-TSO-4167           |      | 1   | \$250.25        | \$250.25      | 47.99 % | \$130.16    | \$130.16       |
| 16              | MA-CBL-TEMP-GL-1   | Meraki MT Glycol Encased Temperature Probe   | DIR-TSO-4167           |      | 1   | \$149.75        | \$149.75      | 47.99 % | \$77.88     | \$77.88        |
| 17              | CAB-SPWR-150CM=    | Catalyst Stack Power Cable 150 CM Spare  | DIR-TSO-4167           |      | 2   | \$267.61        | \$535.22      | 47.99 % | \$139.18    | \$278.36       |
| 18              | STACK-T1-3M=       | 3M Type 1 Stacking Cable   | DIR-TSO-4167           |      | 2   | \$450.66        | \$901.32      | 58.00 % | \$189.28    | \$378.56       |

Solution Name: Child Advocacy Center  
Switches

Customer: WILLIAMSON COUNTY

**Maintenance**

|    |                  |   |              |    |   |            |             |         |            |             |
|----|------------------|---|--------------|----|---|------------|-------------|---------|------------|-------------|
| 19 | CON-SNT-C95084EY | SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Esse | DIR-TSO-4167 | 36 | 2 | \$6,156.00 | \$12,312.00 | 28.25 % | \$4,416.93 | \$8,833.86  |
| 20 | CON-SNT-C93004PE | SNTC-8X5XNBD Catalyst 9300 48-port PoE+, Network Esse | DIR-TSO-4167 | 36 | 6 | \$2,568.21 | \$15,409.26 | 28.25 % | \$1,842.69 | \$11,056.14 |

**Commissioners Court - Regular Session****35.****Meeting Date:** 11/08/2022

Approval of Renewal Agreement for VMware Software from Freelt Data Solutions, Inc. for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Renewal Agreement #202362 between Williamson County and Freelt Data Solutions Inc. to provide the Williamson County IT Department with annual maintenance of the VMWare Software in the total amount of \$181,181.59 per the terms of Contract #DIR-TSO-4288, and authorizing the execution of the agreement.

**Background**

This is the annual maintenance renewal of VMWare, the software that runs data centers and server infrastructure for the Williamson County IT Department. The attached agreement has the detailed information regarding this renewal. IT, Legal, Budget and Contract Audit have reviewed this renewal agreement. Funding Source 01.0100.0503.004505. Department point of contact is Rory Tierney.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Freelt Data Solutions Redacted Agreement

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

11/03/2022 10:06 AM

11/03/2022 10:11 AM

Started On: 11/02/2022 03:55 PM



**Williamson County**

Rory Tierney  
301 SE Inner Loop, Suite 105  
Georgetown, TX 78626  
(512)943-1455  
rory.tierney@wilco.org

**Quote Number:** [REDACTED]  
**Quote Date:** 10/20/2022  
**Expiration Date:** 11/19/2022

**Contract No:** DIR-TSO-4288  
**TAX ID#:** [REDACTED]  
**Term:** NET 30  
**FOB:** Destination

**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   |
|-----------------------|-----------------------|---|------------|-------------|
| <b>VMware Renewal</b> |                       |   |            |             |
| <b>Subscription</b>   |                       |   |            |             |
| 30                    | HZ8-ENC-10-1Y-TLSS-C  | VMware Horizon 8 Enterprise Term Edition: 10 Concurrent User Pack for 1 year term license; includes Production<br><b>Subscription Period:</b> 11/15/2022 - 11/14/2023   | \$1,481.29 | \$44,438.70 |
| 33                    | VR19-CL-STD-SUB-1Y-C  | VMware vRealize Cloud Universal Standard Edition - per CPU Commitment Plan - 12 month Prepaid.  | \$913.95   | \$30,160.35 |
| 1                     | SPP-CREDIT-C          | VMware Subscription Purchasing Program Credits  | \$100.95   | \$100.95    |
| 28                    | VSEC-WLEN-DIR-US-1Y-C | VMware Carbon Black Cloud Workload Enterprise - 1 Year SaaS subscription (12 months prepaid) per CPU with production<br><b>Subscription Period:</b> 12/07/2022 - 12/06/2023   | \$742.67   | \$20,794.76 |
| 3                     | VS8-STD-G-SSS-C       | Basic Support/Subscription for VMware vSphere 8 Standard for 1 processor for 1 year<br><b>Instance Number:</b> 210943491<br><b>Subscription Period:</b> 11/16/2022 - 02/15/2024                                       | \$334.70   | \$1,004.10  |
| 2                     | VS7-EPL-P-SSS-C       | Production Support/Subscription for VMware vSphere 7 Enterprise Plus for 1 processor for 1 year<br><b>Instance Number:</b> 188479763, 188479759<br><b>Subscription Period:</b> 10/12/2022 - 02/15/2024                | \$1,192.33 | \$2,384.66  |
| 3                     | VC-SRM8-25S-PSSS-C    | Production Support/Subscription for VMware Site Recovery Manager 8 Standard (25 VM Pack) for 1 year<br><b>Instance Number:</b> 176104673, 176104672, 176104674<br><b>Subscription Period:</b> 12/21/2022 - 02/15/2024 | \$1,300.04 | \$3,900.12  |
| 28                    | NX-DC-ADV-P-SSS-C     | Production Support/Subscription for VMware NSX Data Center Advanced per Processor for 1 year<br><b>Instance Number:</b> 176104670<br><b>Subscription Period:</b> 12/21/2022 - 02/15/2024                              | \$1,563.98 | \$43,791.44 |
| 28                    | VS8-EPL-P-SSS-C       | Production Support/Subscription for VMware vSphere 8 Enterprise Plus for 1 processor for 1 year<br><b>Instance Number:</b> 211497931<br><b>Subscription Period:</b> 02/16/2023 - 02/15/2024                           | \$884.77   | \$24,773.56 |
| 1                     | VCS8-STD-P-SSS-C      | Production Support/Subscription VMware vCenter Server 8 Standard for vSphere 8 (Per Instance) for 1 year<br><b>Instance Number:</b> 208533620<br><b>Subscription Period:</b> 09/14/2023 - 02/15/2024                  | \$586.69   | \$586.69    |
| 2                     | VCS8-STD-P-SSS-C      | Production Support/Subscription VMware vCenter Server 8 Standard for vSphere 8 (Per Instance) for 1 year<br><b>Instance Number:</b> 208479703, 208479702<br><b>Subscription Period:</b> 11/16/2022 - 02/15/2024       | \$1,728.35 | \$3,456.70  |
| 1                     | VS8-EPL-P-SSS-C       | Production Support/Subscription for VMware vSphere 8 Enterprise Plus for 1 processor for 1 year<br><b>Instance Number:</b> 211484073<br><b>Subscription Period:</b> 07/25/2023 - 02/15/2024                           | \$499.05   | \$499.05    |

**Williamson County**

Rory Tierney  
301 SE Inner Loop, Suite 105  
Georgetown, TX 78626  
(512)943-1455  
rory.tierney@wilco.org

**Quote Number:** [REDACTED]  
**Quote Date:** 10/20/2022  
**Expiration Date:** 11/19/2022

**Contract No:** DIR-TSO-4288  
**TAX ID#:** [REDACTED]  
**Term:** NET 30  
**FOB:** Destination

**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    |
|--------------|-------------------|---|------------|--------------|
| 6            | VS8-EPL-P-SSS-C   | Production Support/Subscription for VMware vSphere 8 Enterprise Plus for 1 processor for 1 year<br><b>Instance Number:</b> 211576027<br><b>Subscription Period:</b> 07/26/2023 - 02/15/2024 | \$496.63   | \$2,979.78   |
| 1            | NSX-T-EPL-P-SSS-C | Production Support/Subscription for VMware NSX-T Enterprise Plus per Processor for 1 year<br><b>Instance Number:</b> 207566949<br><b>Subscription Period:</b> 07/25/2023 - 02/15/2024       | \$1,179.93 | \$1,179.93   |
| 10           | WS-PRO-P-SSS-C    | Production Support/Subscription for VMware Workstation Pro for 1 year<br><b>Instance Number:</b> 203326780<br><b>Subscription Period:</b> 11/12/2022 - 02/15/2024                           | \$56.54    | \$565.40     |
| 10           | FUS-PRO-P-SSS-C   | Production Support/Subscription for VMware Fusion Pro for 1 year<br><b>Instance Number:</b> 203326539<br><b>Subscription Period:</b> 11/12/2022 - 02/15/2024                                | \$56.54    | \$565.40     |
| Grand Total: |                   |   |            | \$181,181.59 |

**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-TSO-4288> 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****36.****Meeting Date:** 11/08/2022

Approval of Purchase of Replacement Security Cameras for the Williamson County Jail from Knight Security Systems, Inc. for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the agreement #202361 between Knight Security Systems, Inc. and Williamson County for a Jail Security Camera Upgrade in the amount of \$295,771.57 pursuant to DIR Cooperative contract #DIR-CPO-4494, and authorizing execution of the agreement.

**Background**

Approval of this item will support operations at the Williamson County Jail. The agreement is attached that outlines the details of the camera equipment and installation proposal. The vendor will remove outdated, old cameras and install two hundred and forty-five (245) new cameras, inclusive of all licenses, installation and configuration needed. IT, Legal, Contract Audit and Budget have reviewed this purchase. This expenditure will be charged to 01.0100.0503.004509. Department contact is Chris Ball.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Agreement

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Erica Smith  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/03/2022 11:28 AM  
11/03/2022 02:27 PM  
Started On: 10/31/2022 03:22 PM



Proposal: [REDACTED]

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## Wilco-Jail-Camera upgrades V2

Prepared for:

**Chris Ball**

**Williamson County - Jail**

306 W 4th St

Georgetown TX, 78626

Prepared by:

**Xavier Mead**

**512-496-6967**

[xmead@knightsecurity.com](mailto:xmead@knightsecurity.com)

4509 Freidrich Lane

Suite 110

Austin, TX 78744

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

Proposal Issued:

**11/1/2022**

Proposal Valid To:

**11/16/2022**



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

## DESCRIPTION

### CLIENT INFORMATION

**Name:** Williamson County - Jail

**Site**

306 W 4th St  
Georgetown, TX 78626

**Billing**

306 W 4th St  
Georgetown, TX 78626

**Contact**

Chris Ball  
**P** (512) 943-1934  
**E** cball@wilco.org

**PROJECT NAME:** Wilco-Jail-Camera upgrades V2

### PROJECT SCOPE OF WORK

DIR-CPO-4494

Knight Security Systems (KSS) will provide and install Williamson County Jail.

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

This proposal is intended to provide the Wilco-Jail with a budgetary number to replace approximately 234 old cameras with a newer Axis 1080p resolution camera model.

#### Video Surveillance System

KSS will furnish and install the following:

- 245 x Axis Camera model M3216-LVE a robust wide-angle surveillance camera in 4 MP with IR
  - 4 MP video quality, Lightfinder, Forensic WDR and IR illumination, Wide-angle horizontal and vertical FOV, I/O connectivity, Zipstream and support for H.264/H.265, analytics with Deep Learning
  - Connects to existing network video recorder (NVR)s
- 2 x Axis Camera model P3727-PLP Panoramic camera 2MP camera
  - 4x2 MP multidirectional camera with IR for 360° coverage
  - Connects to existing network video recorder (NVR)s
- 2 x Axis Camera model P1468-LE Fully featured, all-around 4K bullet camera
  - NEMA 4X, and IK10-rated camera can withstand winds up to 50 m/s. Lightfinder 2.0, Forensic WDR, and OptimizedIR, ensure sharp, detailed images under any light conditions.
  - Connects to existing network video recorder (NVR)s

**Note: Williamson County will provide all cabling and infrastructure associated with this upgrade and additions.**

- Initial programming will include:
  - Enrolling the cameras and setting up basic motion detection
  - One administrative account
  - One view only account
  - Estimated days of storage XX
  - 4MP at H.265 and 10 FPS
  - Calculations are based on 40% motion detection or event recording

The NVR storage capacity is an approximate estimate based on general conditions that KSS does not guarantee. Each device will include the necessary mounting hardware, license and one year manufacturer software license support.

Each device will include the necessary mounting hardware.

Client Initials: \_\_\_\_\_

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### **Customer Provided Items**

- Electronic drawing files of the plans and approval of device layout
- Individual software administrator logins for personnel at each location for each system
- PoE switches and patch panels
- Existing recording server with storage space to accommodate the new devices
- Existing client workstations that meet the system minimal requirements
- Rack space and uninterruptable power supply in the MDF room for rack mount units
- Wall space and 3/4" plywood backboard for wall mount units
- Network configurations for connection of devices to Customer's network
- 120VAC by a certified electrician for all security devices where needed
- Exterior and fire partition penetrations where needed
- Installation of conduit with a pull string to security devices where needed

### **Finance**

Purchaser hereby agrees to pay KSS the following terms: The Customer is required to pay every invoice in full within 30 days of receiving the invoice.

#### **Project Milestones and Invoicing Procedures**

- An initial project invoice is due and payable upon delivery of materials and services rendered
- The remaining balance is due and payable in monthly progress payments based upon material delivered or work completed

Refer to the Standard Terms and Conditions sections 8H, 8I, and 8J.

Any changes from the base price will be adjusted with approved change orders from the Customer. The as-built plans will be submitted along with the final submittal package to the Customer.

### **Engineering**

KSS shall provide system design and operational documentation to ensure proper installation and efficient servicing of the system. KSS will provide submittal plans that will show where each device is located at each site. The submittal plans will also include a system matrix, which includes the schedule of each device and the programming setup into the security system software.

### **Cabling & Wiring**

KSS will be responsible to install all the wiring and connections providing communication and/or control between KSS supplied devices and central control equipment. All wires will be dressed in a neat and professional manner.

KSS will not provide any conduit or trenching required to reach each device. It is the Customer's responsibility to provide a pathway for all wiring required for each device. KSS is not responsible for any existing wiring being used. A quote will be provided to the Customer for any wiring that is found to be unusable

### **Field Devices**

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

KSS is not responsible for any existing devices being reused. If any existing devices are found to be unusable then a quote will be provided to the Customer to replace the device. KSS is not responsible for any damages done from the existing devices being removed. The Customer is responsible to patch and repair any damages done from existing devices removed.

### **Programming**

KSS trained personnel will program the security system to provide a functioning operational system. KSS will support Customer programming personnel and set up remote field panels consistent with manufacturer standards. KSS will program each device according to the system matrix provided in the security plans. If any additional programming or special programming outside the system matrix is needed an approved change order from the Customer is required.

Client Initials: \_\_\_\_\_

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Customer to furnish IP addressing scheme for all devices requiring an IP address on the network. KSS will provide a list of devices that need IP addresses to the Customer.

#### **Rental Equipment**

Lift rental is not included in this proposal and shall be provided by the Customer if required.

#### **Testing**

KSS will perform acceptance testing in the presence of the appointed Customer representative to ensure proper operation and communication of all integrated systems. A test sheet with a check list for each device will be provided by KSS and signed by the Customer representative upon successful completion of a system acceptance test. The final system test report will be sent to all parties.

A punch list detailing items requiring a follow up that is within this scope of work will be created. KSS will correct the punch list items in a mutually agreed upon time. If the Customer wants something changed after the test sheet has been signed additional charges will be applied.

Upon system acceptance, a KSS job completion form shall be signed and sent to all parties. It is the Customer's responsibility to ensure proper periodic testing per the manufacturer's recommendation if a signed SecurePlan agreement is not in place.

#### **Training**

Training is not included with this proposal. If requested by the customer, training can be included as a change order.

#### **Standard Proposal Notes:**

1. This proposal will follow the guidelines stated in DIR contract number DIR-CPO-4494 Standard Terms and Conditions.
2. This proposal is valid for 15 days. After the 15 days the quote is no longer valid and a new quote needs to be regenerated and prices may vary.
3. A standard 1 year warranty applies on all newly installed equipment.
4. Please allow 10-12 weeks lead time for hardware.
5. Final Location of all equipment to be approved by owner prior to start of installation.
6. Work provided by KSS is assumed to be continuous, unhindered and without the need for escorts. Additional costs will be incurred if work is slowed by denial or delay of access to the work areas without three days' notice, or if escorts are required at any time. Any cessation of work by the customer or delays in the project construction schedule will result in additional mobilization and project management charges.
7. The quantities of materials noted above scope of work are intended to be descriptive. Should there be any discrepancy between the scope of work and the equipment list, the equipment list will supersede the scope of work stated above.
8. All work will be done following federal, state, and local laws and requirements for the above scope of work.
9. Due to extreme supply chain issues, Knight Security reserves the right to adjust final proposal pricing until an order is placed with our manufacturer partners. We will inform you within 5 business days of receipt of order about product availability and price increases greater than Knight can absorb.

#### **Knight Security Systems Excludes the Following:**

1. All 120 VAC connections are to be performed by customer or customer's designated licensed Electrical contractor.
2. Fire alarm interface, cabling, connection, input/output, testing and certification.
3. Any city or other governmental permits, not associated with this scope of work, required for the use and operation of the system.
4. Access to device location, penetrations, required access panels for concealed areas.
5. If not stated above wire mold, conduit, trenching, wireless devices or aerial cabling necessary to connect any remote locations or gates, computer workstations to operate the system, and network equipment to provided power and data communication for devices.
6. Overtime required due to schedule revisions, work stoppages, delays caused by others, or circumstances beyond Knight Security Systems control.

Client Initials: \_\_\_\_\_

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7. Final terminations and connections to equipment other than provided by Knight Security Systems.
8. Any trade installation that Knight Security Systems is not licensed to perform.
9. Painting, patching or landscaping required as a result of the installation of equipment associated with this scope of work.
10. Technical assistance or the setup of the customer's network for connection to the security control systems. The customer is required to provide static IP addresses and support personnel for assistance in setting up the network connections.

**Roles & Responsibilities**

Essential activities conducted in the course of project by the Customer and Knight Security Systems (KSS).

| <b>Project Administration Tasks</b>                                    | <b>Customer</b> | <b>KSS</b> |
|--|-----------------|------------|
| General project management & administration                            |                 | X          |
| Designate primary customer point of contact and site supervisor        |                 | X          |
| Host initial site orientation and kick-off meeting                     | X               |            |
| Pre-installation walk-through and design verification                  | X               |            |
| Pre-construction utility assessment                                    | X               |            |
| System design and engineering  |                 | X          |
| System design and engineering approval                                 | X               |            |
| Develop master project schedule  |                 | X          |
| Approval of master project schedule                                    | X               |            |
| System design acceptance within overall master plan of larger facility | X               |            |
| Provide lists of existing equipment and building drawing backgrounds   | X               |            |
| Develop and maintain drawings and equipment schedules                  |                 | X          |
| Provide written communication regarding work site conditions           | X               |            |
| Coordinate monthly in-progress reviews for active sites                |                 | X          |
| Change order management  |                 | X          |

| <b>Project Installation Tasks</b>                                  | <b>Customer</b> | <b>KSS</b> |
|--|-----------------|------------|
| Provide locations for materials staging                            | X               |            |
| Materials pre-installation configuration and delivery              |                 | X          |
| Pre-installation testing of existing equipment                     |                 | X          |
| 120VAC at each device location where needed                        | X               |            |
| Building penetrations to exterior                                  | X               |            |
| Fire partition penetrations and sealing                            | X               |            |
| Installation of conduit to security system devices where needed    | X               |            |
| Installation of cables to security system devices                  |                 | X          |
| Network cables from security system devices to copper patch panels |                 | X          |
| Patch cables between patch panels and network switches             |                 | X          |
| Create panel, cable, and equipment labeling scheme                 | X               |            |
| Install cable labels per labeling scheme                           |                 | X          |

| <b>Network Tasks</b>   | <b>Customer</b> | <b>KSS</b> |
|--|-----------------|------------|
| Rack and rack space for rack mount equipment                         | X               |            |
| Network PoE switches and configuration                               | X               |            |
| Patch panels and uninterruptable power supply                        | X               |            |
| IP address assignment for security system equipment and workstations | X               |            |
| Configure client workstations to the security system                 |                 | X          |

| <b>Programming Tasks</b>                         | <b>Customer</b> | <b>KSS</b> |
|--|-----------------|------------|
| Create custom security system programming matrix |                 | X          |
| Program initial security system configuration    |                 | X          |

Client Initials: \_\_\_\_\_

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

|  |     |  |
|--|-----|--|
| Import initial cardholder database from Owner provided information | N/A |  |
| Develop and implement database update procedure                    | X   |  |

| Testing and Acceptance Tasks                               | Customer | KSS |
|--|----------|-----|
| System test forms and checklists                           |          | X   |
| Full system test   |          | X   |
| Customer on-site system acceptance                         | X        |     |
| As-built drawings and final engineering document submittal |          | X   |

#### DIR CPO-4494

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

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

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

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

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

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

Client Initials: \_\_\_\_\_



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

## PROJECT INVESTMENT

| Camera Installation          |  |              |              |
|------------------------------|--|--------------|--------------|
| QTY                          | Description  | Unit Price   | Ext.Price    |
| 245                          | 4MP, ARTPEC 8, Deep Learning Analytics, IK10       | \$542.26     | \$132,853.70 |
| 2                            | Compact outdoor, NEMA 4X, IP66, IP67 and IK10-rate | \$813.79     | \$1,627.58   |
| 2                            | AXIS P3727-PLE Panoramic Camera offers 4x2 MP with | \$1,124.10   | \$2,248.20   |
| 1                            | Corner Bracket that is compatible with several wal | \$69.04      | \$69.04      |
| 1                            | Chromated and powder coated aluminum wall mount wi | \$76.80      | \$76.80      |
| 2                            | AXIS T94N01D Pendant Kit comprises a weathershield | \$76.80      | \$153.60     |
| 2                            | Outdoor-ready, impact resistant (IK10+) back box w | \$100.07     | \$200.14     |
| 1                            | Parapet Mount is an outdoor-ready mount. The roun  | \$169.89     | \$169.89     |
| 4                            | 1 camera connection                                | \$176.31     | \$705.24     |
| 4                            | Genetec Advantage for 1 Omnicast Enterprise Camera | \$35.26      | \$141.04     |
| Equipment Subtotal           |  | \$138,245.23 |              |
| Labor Subtotal               |  | \$154,826.34 |              |
| Camera Installation SubTotal |  | \$293,071.57 |              |

## Investment Summary

|                       |              |
|-----------------------|--------------|
| Total Equipment       | \$138,245.23 |
| Total Labor           | \$154,826.34 |
| Total Proposal Amount | \$293,071.57 |
| Annual Recurring      | \$2,700.00   |

**Grand Total: \$ 295,771.57**

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

Client Initials: \_\_\_\_\_

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

**Investment Total**

Knight Security Systems will provide the proposed system as described in this proposal for the sum of: **\$295,771.57**

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

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

**COUNTY:**  
**WILLIAMSON COUNTY**

**SERVICE PROVIDER:**  
**KNIGHT SECURITY SYSTEMS:**

By: \_\_\_\_\_

By: Xavier Mead

Printed Name: \_\_\_\_\_

Printed Name: Xavier Mead

Representative  
Capacity: \_\_\_\_\_

Representative  
Capacity: Account Executive

Date: \_\_\_\_\_, 20\_\_\_\_

Date: November 1st, 2022

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

## TERMS & CONDITIONS

**SEE PURCHASING CONTRACT**  
**DIR-CPO-4494**  
**FOR TERMS AND CONDITIONS.**

Web Access:

<https://dir.texas.gov/contracts/dir-cpo-4494>



**Commissioners Court - Regular Session****37.****Meeting Date:** 11/08/2022

Approval of Agreement for Communications Cabling Installation for the Jail from IES Communications, LLC for IT Department

**Submitted For:** Joy Simonton**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving agreement #202360 between IES Communications, LLC and Williamson County for the installation of communications-cabling in the amount of \$151,621.57 pursuant to DIR cooperative contract #DIR-CPO-4813, and authorizing execution of the agreement.

**Background**

Approval of this item will support operations at the Williamson County Jail. This cabling project is for the installation of communications cabling. The proposal outlines the details of the project with a projected timeline of November 2022-February 2023. This project will include a team of 1-4 technicians to work 40 hours per week under the oversight of a lead technician to complete the work. IT, Legal, Contract Audit and Budget have reviewed this item. This expenditure will be charged to 01.0100.0503.004510. Department contact is Chris Ball.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

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**Attachments**

Agreement

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

11/03/2022 11:53 AM

11/03/2022 02:28 PM

Started On: 10/31/2022 03:22 PM



# IES<sup>®</sup>

Bryan Beard  
Bryan.Beard@iescomm.com  
www.iescomm.com

**Wilco**

- Wilco Jail SCS  
10/12/2022



**CLIENT**

Wilco

Chris Ball

306 WEST 4th street

Georgetown, TX 78626

**Quote Date:**

10/12/2022

**Web ID:****Site Code:****Project:**

DIR-CPO-4813 ATX - Wilco Jail SCS

**BACKGROUND:**

IES Communications (IES) is pleased to submit for your review and approval the following proposal. Please feel free to contact us with any questions you might have during your review. The following is an outline of IES's proposal.

**MANAGEMENT QUALITY ASSURANCE:**

IES's plan for ensuring quality in the project starts with our pre-installation review. From the initial exchange of information concerning the project, an engineered and documented installation package has been constructed as part of the response process.

**OVERVIEW:**

IES is providing pricing for the installation of communications-cabling connectivity per customer provided documentation. All cabling installed shall be in compliance with the ANSI/TIA/EIA 568-C Commercial Building Telecommunications Cabling Standards.

The proposed structured cabling solution consists of Category 6 cable. Cables will run from existing MDF/IDF location(s).

Site Address: [306 WEST 4<sup>th</sup> street, Georgetown, TX 78626]

**Project Schedule:**

- Based on the Customer provided schedule, the estimated timeline for this project will be between November 2022 and February 2023
- The projected crew size will range from [1-4] tech(s).
- These techs will work eight-hour shift(s) between 6:00 am and 6:00 pm M-F to complete a 40 hour work week, per tech.

IES will assign a Lead Technician to oversee and coordinate project details with customer representative.

**KEY NOTES & CLARIFICATIONS:**

Proposed pricing is good through November 30<sup>th</sup>. Project will be subject to a pricing update December 1<sup>st</sup> due to material pricing escalations.

All required conduit pathways and backboxes will be provided by the EC/GC. Conduit will be free and clear with an available pull string.

All interior and exterior penetrations will be completed by others.

All 110v power, PDU's and UPS battery backups to be provided by others.

Due to ongoing, and escalating, macroeconomic conditions, IES reserves the right to reprice labor and materials within 6 months of actual project start.

IES has excluded the costs necessary for compliance with Buy America/Buy American/Made in America requirements. Any additional cost, or time, associated with such requirements will be added as needed.

Assumptions have been made in the production of this proposal based on industry knowledge and provided information.

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# Scope of Work

- **MDF**

- Racks and Cabinets – IES shall Furnish and Install:
  - (1) one, 2-Post Rack
    - (2) two, 6" - Double Sided vertical cable managers
- Ladder Rack - IES shall Furnish and Install:
  - 18" Ladder tray
    - IES Communications shall ground all equipment racks, cabinets, and ladder racking to the IDF room main grounding bus bar (Main grounding bus bar to be furnished, installed and bonded by others)
    - Furnish and install drop radius brackets, runway elevation kits and all junction connections

- **(2) IDF's**

- Racks and Cabinets – IES shall Furnish and Install:
  - Provide and install (1) 11U 2x2x2 open frame wall mounted rack in (2) IDF locations throughout the facility.

**Notes and Clarifications: Redressing of existing cabling to be performed by others.**

- **Pathways and Penetrations** - IES shall Furnish and Install:

- Penetrations
  - (16) sixteen, 4" penetrations installed using fired rated sleeve kits sleeves and fire putty
    - X-Rays, coring, vertical floor and/or roof penetrations are not included in this proposal

- **Horizontal Cabling**

- Horizontal Cabling - IES shall Furnish and Install:
  - (2) two, Category 6 cables to (120) one hundred twenty, Wall location(s)
  - (1) one, Category 6 Cable to (20) twenty, Wall location(s)
  - IES shall furnish all appropriate faceplates, furniture faceplates, Wall Phone Plates, surface mount boxes and jack inserts, as applicable
  - Terminate, test, and label all cables installed by IES communications
- Patch Panel Connectivity
  - (16) sixteen, 48-Port Modular patch panel(s)
- J-Hooks
  - 2" Plastic j-hooks for cable pathways
  - Furnish and install, J-Hook supports for cabling installed by IES Communications, per industry standards

**Notes and Clarifications: All category cable and fiber to be cutover by others.**

- **Patch Cords**

- (400) four hundred, 1' Category 6 patch cords for Camera locations throughout the facility.

- **DEMO Cabling**

- Demo (320) Camera cables.
- Demo (260) Data cables.

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# Project Standards

## QUALITY ASSURANCE

An IES Project Manager will have the responsibility of meeting all quality objectives as defined in the installation package. Upon completion of specific tasks throughout the project, the Project Manager will be required to sign off before any additional work may be performed.

Each IES project is completed following the installation package, IES Standards Manual and IES Quality Audit policy. Informal and formal audits will be conducted throughout the life of the project. In case of any discrepancies between the installation criteria and the delivered product, a punch list will be developed and the corrections will be made promptly. After the final project audit has been completed, and any discrepancies corrected, a CLIENT representative will be asked to sign a project acceptance form.

## INSTALLATION STANDARDS

All exposed cabling shall be neatly dressed and bundled.

IES shall test each U/UTP cable with a Fluke DTX-1800 and will fully certify each U/UTP cable in accordance with industry standards. IES shall provide the end user with test results in electronic format.

Unless otherwise notified IES shall implement an industry standard labeling scheme in accordance with the TIA/EIA-606A and TIA/EIA-942.

All cables shall be labeled within 4 inches of the termination point with a machine generated label.

Unless specifically stated in the scope of work there will be NO service loop at the workstation end.

IES shall support all cabling every 4-5 feet in accordance with the TIA/EIA 568-C.

## LABELING / DOCUMENTATION

Documentation is critical to the success of an installation and contributes significantly to the ongoing level of customer satisfaction. Our engineered installation plan will serve as an installation blueprint.

An electronically printed adhesive label will be installed at the cable destination end to denote the origination point and the destination point on the faceplate and the patch panel. All labeling will conform to the ANSI/TIA/EIA 606, Administration Standard for the Telecommunications infrastructure of commercial Buildings.

All red line as-builds will be supplied to CLIENT and they will be updated throughout the project. Upon completion of the project, a logical drawing of the communication system will be provided to CLIENT.

Upon completion of the project, a cabling matrix will be provided to CLIENT that documents the location of all cabling within the TR and the floor.

Upon completion of the project, a complete turnover package will be submitted to CLIENT containing updated drawing as builds, cabling matrix, test results and any other pertinent information pertaining to the project.

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## General Terms and Conditions

DIR-CPO-4813, including pricing and customer mandatory terms are incorporated herein as if copied in full. Any conflicting terms with DIR-CPO-4813 customer mandatory terms will be controlled by the DIR-CPO-4813 customer mandatory terms.

**TERMS OF PAYMENT:** The customer agrees to pay IES (Contractor) the total purchase price, plus applicable sales tax, listed for the material and labor used as outlined in this Purchase Agreement. Contractor will provide labor progress invoices for work performed in association with this Purchase Agreement. All invoices are due no later than 30 days from receipt. If customer elects to finance the services and equipment on this Purchase Agreement through a Contractor third party authorized leasing source, an initial deposit of 20% is required at signing of this Purchase Agreement. The Contractor Finance department must give approval for special arrangements or terms other than stated herein.

**EXPEDITE CHARGE:** To avoid an expedite charge, Contractor must receive a signed Purchase Agreement and purchase order (if customers purchasing policy requires that a purchase order be issued) five (5) business days prior to the work commencing. Any special rush requests, if not included in this Purchase Agreement will be invoiced separately at a rate not to exceed 10% of this Purchase Agreements total selling price.

**TIMELINE:** Customer recognizes that if the project is delayed or accelerated due to reasons beyond the reasonable control of Contractor or its employees, that Contractor may incur additional expenses. Such expenses may include, but are not limited to, employee wages, materials, mileage, design and re-engineering fees and lodging. Customer agrees to reimburse Contractor for these additional expenses at a rate equal to Contractor's standard fees.

**CHANGE IN SCOPE:** Any change to the scope of work, as specified in this Purchase Agreement, which is requested by the customer or its duly authorized representative may only be effected through a written change order. The change order must be signed by an authorized representative of the customer, and an additional purchase order, or an amendment to the original purchase order, issued. All change orders to the original scope of work shall be bound to the Terms and Conditions stated herein.

**CANCELLATION:** Customer acknowledges that this is a non-cancelable Purchase Agreement. If customer elects to return any material or equipment delivered as part of this Purchase Agreement it must be un-used and in its original packaging. Customer will be liable for any restocking fees incurred by Contractor, at a rate equal to the amount charged to Contractor, on all returned material and equipment. Customer will also be liable for any and all labor hours performed at Contractor's standard hourly rate.

**CUSTOMER RESPONSIBILITIES:** Unless stated otherwise in the General Notes, Exclusions and Clarifications section of this contract it is the responsibility of the customer to provide the following:

A safe and secure method for storing all materials and equipment related to this project.

Copies of floor plans (electronic CAD files preferred in the DWG or DXF format) including the furniture layout and outlet locations (outlet locations maybe hand drawn).

Adequate environment at the work site IE: ventilation, lighting etc.

A single point of contact for the duration of the project.

**LIMITATION:** All prices remain in effect for fifteen (15) days from the date of this Purchase Agreement.

**INSURANCE:** IES will maintain the following types of insurance coverage and liability limits:

Commercial automobile insurance for all non-owned vehicles, covering bodily injury and property damage, with a limit of \$1,000,000 for each occurrence.

Commercial general liability insurance covering bodily injury, property damage, and contractual liability, with a limit of \$3,000,000 for each occurrence and \$6,000,000 general aggregate.

Workers' compensation, with the statutory requirement for coverage.

Additional Insured: IES will name CLIENT as an additional insured on IES Communications, LLC general liability policy.

Waiver of Subrogation: Rights of subrogation under the policies listed above will be waived in favor of CLIENT.

Certification: IES will provide CLIENT with a certificate of insurance confirming all insurance

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

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

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## Pricing:

|                       |              |
|-----------------------|--------------|
| <b>Labor</b>          | \$100,782.36 |
| <b>Material</b>       | \$48,063.63  |
| <b>Other</b>          | \$2,775.58   |
| <b>Services</b>       | \$0.00       |
| <b>Total</b>          | \$151,621.57 |
| <b>Tax</b>            | \$0.00       |
| <b>Total with tax</b> | \$151,621.57 |

The total lump sum for this proposal is **\$151,621.57** which includes all tax, material, labor, equipment, supplies, travel expenses and misc. expenses. Excluded from this proposal are any adds, moves, or changes during project, which will be billed separate from original proposal.

## Authorization

Dear Chris Ball

**Web ID:**



By signing below, I am accepting this proposal and the attached terms and conditions.

\_\_\_\_\_  
Customer Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Print Name

\_\_\_\_\_  
Customer Title

IES Communications, LLC

Account Rep: Bryan Beard

*Thomas Bryan Beard*  
\_\_\_\_\_  
IES Authorized Signature

10/28/22  
\_\_\_\_\_  
Date

Bryan Beard  
\_\_\_\_\_  
IES Print Name



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## NOTES AND EXCLUSIONS

The following activities are not included unless specifically listed in the above detailed Scope of Work; and if required, additional charges may apply:

Installation of cable tray or conduit.

All vertical conduit sleeves between floors and entrance into the MPOE, MDF and IDF's to be provided by the electrical contractor or General Contractor.

All work is scheduled for regular business hours unless otherwise noted.

Costs associated with parking

Technicians must have free and clear access to all areas being cabled.

Coring and drilling of walls, floors, or headers

Improvement to building grounding system

Underground trenching or boring

Concrete/asphalt cutting or patching

Architecture or Engineer design or Consulting fees

Engineered stamped drawings

Cutting, patching, painting

Modifications to correct existing code/building violations or upgrade of systems to comply with State or City codes expressly excluded.

All electrical is provided and installed by others.

Any changes to the scope of work must be submitted in writing prior to the work being performed.

This proposal does not include labor to move furniture, PC or other end user equipment that will preclude IES from performing their duties.

IES will not certify cable runs longer than 100meters.

# Customer Pricing Breakdown

| Description        | Labor        | Material    | Total        | Including Tax |
|--------------------|--------------|-------------|--------------|---------------|
| General Support    | \$11,677.42  | \$2,775.58  | \$14,453.00  | \$14,453.00   |
| Horizontal Cabling | \$59,123.78  | \$42,875.06 | \$101,998.84 | \$101,998.84  |
| Demo               | \$28,206.71  | \$0.00      | \$28,206.71  | \$28,206.71   |
| Closet Buildout    | \$1,774.45   | \$5,188.57  | \$6,963.02   | \$6,963.02    |
| Project Totals:    | \$100,782.36 | \$50,839.21 | \$151,621.57 | \$151,621.57  |

**Commissioners Court - Regular Session****38.****Meeting Date:** 11/08/2022

Approval of Agreement for Roof Repair and Related Services with Texas Fifth Wall Roofing Systems, Inc. for Facilities Management

**Submitted For:** Joy Simonton**Submitted By:** Kim Chappius, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Master Services Agreement #202336 between Williamson County and Texas Fifth Wall Roofing Systems, Inc. to provide roof repairs and related services to various county facilities in the not-to-exceed amount of \$250,000.00 utilizing TIPS-210603-P1 and authorizing execution of the agreement.

**Background**

Texas Fifth Wall Roofing Systems, Inc. will provide roof related repairs and related services on an as needed basis for unforeseen damages for county buildings. Funding Source is 01.0100.0509.004510. Department Point of Contact is Shantil Moore.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Service Agreement

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kim Chappius  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

11/02/2022 09:14 PM  
11/03/2022 07:56 AM  
Started On: 10/26/2022 12:11 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**CONTRACT  
FOR  
ROOF REPAIRS  
AND  
RELATED SERVICES  
(Williamson County Facilities)**

**(Texas Fifth Wall Roofing Systems, Inc. – TIPS #210603-P1)**

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

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter “The County”)**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas Fifth Wall Roofing Systems, Inc. (hereinafter “Service Provider”)**, 3300 Duke Rd., Austin, TX 78724 (Ph. 512-926-3940). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

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

**As set forth pursuant to pricing in TIPS Contract #210603-P1 for unforeseen damage related repairs.**

Should The County choose to add services in addition to those described in TIPS Contract #210603-P1, such additional services shall be described in a separate written

amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

## **II.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall expire on September 30, 2025, unless terminated sooner pursuant to paragraph X below. If applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

## **III.**

**Consideration and Compensation:** Service Provider will be compensated based as set forth pursuant to pricing in TIPS Contract #210603-P1. Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$250,000.00 per fiscal year.**

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

## **IV.**

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

| Type of Coverage  | Limits of Liability    |
|---|------------------------|
| a. Worker's Compensation  | Statutory              |
| b. Employer's Liability   |                        |
| Bodily Injury by Accident   | \$500,000 Ea. Accident |
| Bodily Injury by Disease  | \$500,000 Ea. Employee |
| Bodily Injury by Disease  | \$500,000 Policy Limit |
| c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: |                        |

| COVERAGE  | PER PERSON | PER OCCURRENCE |
|---|------------|----------------|
| Comprehensive General Liability<br>(including premises, completed operations and contractual) | \$ 500,000 | \$ 500,000     |
| Aggregate policy limits:  |            | \$1,000,000    |

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

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

## V.

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

**A. TIPS #210603-P1;**

**B. Facilities Department Additional Terms & Conditions for Roof Maintenance and Related Services; and**

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

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County's terms and conditions taking precedence.

## VI.

**No Agency Relationship:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract.

## VII.

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

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

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

## IX.

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

## X.

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

## XI.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions. The parties expressly understand that Williamson County does not consent to waiver of right to trial by jury or changes to any statute of limitations and does not agree to arbitration.

## XII.

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

## XIII.

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



compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XIV.**

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

**XV.**

**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.

**XVI.**

**No Assignment:** Service Provider may not assign this Contract.

**XVIII.**

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

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

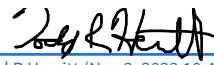
**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2022

**SERVICE PROVIDER:**

  
\_\_\_\_\_  
Todd R Hewitt (Nov 2, 2022 10:42 CDT)

Authorized Signature

Todd R Hewitt

\_\_\_\_\_  
Printed Name

Date: Nov 2, 2022 \_\_\_\_\_, 2022

**WILLIAMSON COUNTY SERVICE CONTRACT  
ROOF MAINTENANCE AND RELATED SERVICES**

**1. TECHNICAL CONTACT:**

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

**2. ESCORTED WILLIAMSON COUNTY FACILITY ACCESS:**

- 2.1. Access to the following Williamson County facilities after award of contract requires escort. Contractor personnel may be required to provide complete identification for all contractor service representatives at the following restricted and escorted facilities prior to or at time of service being performed under this contract. Facilities under this requirement include, but are not limited to:
  - 2.1.1. Detention Center, Jail, Treatment and ESOC Premises:
    - 2.1.1.1. JJC
    - 2.1.1.2. SO/Jail
    - 2.1.1.3. CTTC
    - 2.1.1.4. ESOC
    - 2.1.1.5. SOTC
    - 2.1.1.6. CJIS Areas
- 2.2. Submitted identification, that will become a permanent part of the file records, shall include but not limited to:
  - 2.2.1. A photocopy of valid Government Issued Identification
  - 2.2.2. Company Identification
- 2.3. Upon entering and leaving any Williamson County premises, Contractor's service representative may be required to sign in and out at receptionist desk or with the Authorized personnel.
- 2.4. Contractor's service representative shall log all service work and upon completion of all the work that was performed, Contractor's service representative must certify that the work was completed by obtaining the signature of the Authorized personnel.
- 2.5. Contractor should be aware that special rules and regulations may apply to work performed at the Williamson County escorted premises and should attempt to become familiar with all applicable procedures.

**3. CONTRACT ADMINISTRATION RESPONSIBILITY:**

- 3.1. Williamson County shall provide a designated "Contracts Administrator" for the Contract who will serve as the point of contact between Williamson County and the Contractor.
- 3.2. Schedule reasonable arrangements to make Williamson County facilities available to the Contractor for the performance of service under this contract.
  - 3.2.1. Arrangements include providing a Williamson County personnel contact to escort Contractor personnel performing the scheduled services to restricted or locked area on Williamson County premises.
- 3.3. Respond to Contractor's request to alter service dates and time within 72 business hours from receipt of request.
  - 3.3.1. Decide any and all questions that may arise as to the quality and acceptability of work performed, and as to the manner of performance and rate of progress of the work.
  - 3.3.2. Determine the amount of work performed and materials furnished which are to be paid under this Contract. Failure of the Contract Administrator or designee during the progress of the Contract, to:
    - 3.3.2.1. Discover, discuss and/or reject unacceptable work;
    - 3.3.2.2. Discover and discuss work not in accordance with the contract;

WILLIAMSON COUNTY SERVICE CONTRACT  
ROOF MAINTENANCE AND RELATED SERVICES

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

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

**4. PROGRAM EVALUATION:**

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

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

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

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

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

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

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

**6. SCHEDULES:**

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

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

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

**6.4. Emergency Services:**

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

**6.5. Service Hours:**

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

6.6. **Business Hours** at a minimum, shall be work performed between 8:00 am and 5:00 pm Monday through Friday, unless hours are extended by Contractor in the offer as agreed upon in the awarded contract.

6.7. **After Hours Service** shall be work performed after 5:00 pm and before 8:00 am.

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

WILLIAMSON COUNTY SERVICE CONTRACT  
ROOF MAINTENANCE AND RELATED SERVICES

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

**7. CONTRACTOR'S RESPONSIBILITIES:**

- 7.1. Contractor's shall provide turnkey services in accordance with requirements specified herein and the resulting contract(s) and adhere to Williamson County's Terms and Conditions.
- 7.2. Contractor's shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract.
- 7.3. Contractor is responsible for all costs incurred in the performance of the contract.
- 7.4. Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the service requested herein, and shall obtain such permits, licenses or other authorizations, if applicable.
- 7.5. Contractor shall follow relevant safety rules and conduct the work in a safe manner.
- 7.6. Contractor shall be prepared and equipped to provide services in a timely manner and on relatively short notice or in accordance with the request for Scope of Work Order Ticket so as to enable Williamson County to meet critical, and at time, unpredictable, time deadlines and schedules.
- 7.7. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting contract(s).
- 7.8. Contractor agrees to conduct all services under this contract by and through appropriate communications with the Contracts Administrator or designee. No work, installation or other services shall be undertaken by contractor except with the prior written direction of the Contracts Administrator or designee. Contractor understands and agrees that work, installation or any other service performed without the prior written direction of Williamson County's Contracts Administrator or designee is work outside the scope of this contract and shall be performed exclusively at contractor's risk and own expense. contractor agrees to employ competent personnel meeting the requirements outlined in the terms and conditions of this contract, who shall be satisfactory to Williamson County. Personnel assigned to perform services under this contract may not be reassigned without the prior written notification to, and approval from, Williamson County Contracts Administrator or designee.
- 7.9. Respondent agrees to maintain a branch/office within one (1) hour of Williamson County throughout the duration of this contract. If Contractor has no branch/office within the one (1) hour driving timeframe of Williamson County, one must be set up within ninety (90) days of Contract award, at no cost to Williamson County.

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

- 8.1. As specific projects are identified, Williamson County will develop a project Statement of Work and select an awarded contractor for each project by one of the following methods:
- 8.2. Contractor may be required to visit the work site to attend a scheduled pre-proposal conference.
- 8.2.1. Contractor's travel and related expenses for pre-proposal conference shall be at the contractor's expense and will not be reimbursed.
- 8.2.2. Contractor shall be responsible for costs associated with the preparation of proposals.
- 8.2.3. Travel, labor, and materials shall not be reimbursed.

**WILLIAMSON COUNTY SERVICE CONTRACT  
ROOF MAINTENANCE AND RELATED SERVICES**

- 8.3. Williamson County will provide the contractor the opportunity to accept or reject project assignment. If a contractor fails to notify by written communication (e-mail), Williamson County of project acceptance within twenty-four (24) hours, Williamson County may cancel award and proceed with the next vendor to avoid delay of the project.
- 8.4. Williamson County shall receive contractor proposal for the project by a predetermined date and time stated on the request.
- 8.4.1. The project proposal shall include:
- 8.4.1.1. Narrative description of the Contractor's understanding of the project scope of work;
- 8.4.1.2. Detailed statement of the services anticipated for the project;
- 8.4.1.3. Fee Proposal detailing the total fee for providing the services and the number of hours (by specialty in accordance with the approved fee scheduled) Firm fixed rate fee shall include all expenses associated with the project, to include but not limited to, labor, equipment, material, travel, etc.;
- 8.4.1.4. Period of performance to complete the specified scope of services; and
- 8.4.1.5. Contractor's assigned project manager and contact information.
- 8.4.2. Williamson County will review Contractor's Proposal and negotiate any changes, clarifications, or modifications thereto. The Contractor shall submit a revised Proposal incorporating any changes, clarifications, or modifications made in the review process.
- 8.4.3. Williamson County may accept, reject, or see modification(s) of any proposal.
- 8.4.4. Williamson County will evaluate proposal(s) and select a contractor determined to provide the best value. Awarded Contractor(s) shall be responsible for all expenses associated with the work identified in the purchase order (Labor, equipment, materials, travel, etc) at the firm fixed price.

**9. PROJECT HISTORY:**

- 9.1. Williamson County premises included in this contract are identified in Attachment – Wilco Buildings.
- 9.2. Projects include a wide range of construction services for the repair and replacement of electrical components premises. When a need is identified for certain electrical work, a Request for Work Order Proposal (RWOP) is issued to the selected Blanket Contractor, and an agreed upon fee and scope of work for such service are negotiated and executed by Work Order.
- 9.3. Williamson County Facilities Department supports various Departments throughout Williamson County. These departments include, but not limited to: Correctional Departments, County Parks, Law Enforcement Department, and Probation Departments.
- 9.3.1. Park sites include a wide range of facilities ranging from restrooms, showers, staff residences, camping sites, piers, docks, splash pad, Show Barn, etc.

**10. DESCRIPTION OF SERVICES:**

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

**11. MAINTENANCE AND WORK AUTHORIZATION:**

- 11.1. Williamson County may, from time-to-time, request Contractor through a Service call to complete maintenance and repair services based on deficiencies or system failures. Such requests for services shall be documented through a separate document (hereinafter referred to as a "Work Authorization"). Such Work Authorization will constitute amendments to this Contract, subject to the terms and conditions set forth in this contract and shall include a description of the scope of services, schedule and term, and

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ROOF MAINTENANCE AND RELATED SERVICES

compensation specific to the Work Authorization which shall be negotiated. Any work completed by Contractor without written authorization from the Contracts Administrator or designee will not be paid for by Williamson County.

**11.2. Response Time:**

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

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

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

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

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

**11.6. GENERAL REQUIREMENTS:**

**11.6.1. Waste Removal:**

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

**11.6.2. Security and Identification:**

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

**11.6.3. UNIFORMS AND PROTECTIVE CLOTHING:**

- 11.6.3.1. All Contractor personnel working in or around Williamson County facilities designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the performance of work.
- 11.6.3.2. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.
- 11.6.3.3. Contractor personnel shall wear clean and presentable clothing; no shorts or open toed shoes.
- 11.6.3.4. Contractor personnel shall display their name and Contractor identification information at all time while performing services under this contract.

**11.6.4. Transportation:**

- 11.6.4.1. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on Williamson County premises.
- 11.6.4.2. Contractor vehicles must meet Texas Department of Transportation requirements.

WILLIAMSON COUNTY SERVICE CONTRACT  
ROOF MAINTENANCE AND RELATED SERVICES

- 11.6.4.3. Contractor shall provide and maintain proper vehicle insurance coverage as required by Williamson County.
- 11.6.4.4. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Texas Department of Licensing and Regulations.
- 11.6.4.5. All Contractor personnel providing services under this contract must maintain licensing (in categories appropriate to the work being performed).
- 11.6.4.6. Unlicensed applicators and technicians will not be permitted to provide service to the Williamson County premises under this contract.
- 11.6.5. Williamson County Facilities department is responsible for providing emergency building services and equipment repair during emergency evacuation situations and requests cooperation from all contractors providing on-call services to Williamson County. During a wide-scale emergency, Contractors may be contacted to provide services and/or equipment. Contractors must agree that Williamson County's request for services will be a top priority.
- 11.6.6. The Contractor shall abide by the provisions of the latest edition of the Work Area Traffic Control Handbook.

**12. BILLING:**

- 12.1. Contractor shall submit monthly itemized invoices, including all required reports and supporting documents detailed in this contract, to the Contract Administrator for service rendered on or before the 5<sup>th</sup> business day following the end of each month. Invoices received before services are 100% completed or materials are installed will be disputed and returned to the Contractor. No invoices will be submitted by the Contract Administrator for payment until services and materials are verified.
- 12.2. Invoices shall contain the following information prior to the Williamson County Contract Administrator or designee submitting for payment processing:
  - 12.2.1. Name and address of Contractor;
  - 12.2.2. Contractor's Texas Identification Number;
  - 12.2.3. Contractor's invoice remittance address;
  - 12.2.4. Itemized and detailed description of services provided; and
  - 12.2.5. Total price for each product and/or service provided.
- 12.3. Williamson County fiscal year is October 1<sup>st</sup> – September 30<sup>th</sup>. Invoices for services rendered and materials installed must be paid in the appropriate fiscal year.
- 12.4. Contractor agrees to conduct all its services under this Contract by and through appropriate communications with Williamson County's Contracts Administrator or designee. Contractor understands and agrees that services performed, or materials provided without the prior written direction of Williamson County Contracts Administrator is work outside the approved Work Authorization and this Contract, shall be performed exclusively at Contractor's risk and own expense.
- 12.5. **As-Built Documents:** If applicable to the work order the Contractor shall set aside one set of construction drawings and specifications to be used for keeping a record of all changes made during construction. The Contractor shall be responsible for keeping these drawings and specifications current and neatly noting with colored pencil or ink the actual conditions of the Work and show and reference all changes made during construction. These drawings will be checked at minimum monthly by the Contracts Administrator or designee and partial payments will not be made to the Contractor until the Contracts Administrator or designee verifies that the records are being properly kept. Such inspections shall not constitute review or approval of the as-built documents for accuracy or completeness. These construction drawings shall be hand delivered or by approved electronic communication method to the Contracts Administrator or designee at the completion of the project. Final payment will not be made until these documents have been received and approved by the Contracts Administrator or designee.

**13. SUBCONTRACTING:**

- 13.1. Subcontractors providing service(s) under this contract shall meet the same qualifications and service requirements and provide the same quality of services required of the Contractor.
- 13.2. No subcontractor under this contract shall act as the primary vendor of responsibility for the services.



**WILLIAMSON COUNTY SERVICE CONTRACT  
ROOF MAINTENANCE AND RELATED SERVICES**

- 13.3. The Contractor shall be the only contact for Williamson County Contracts Administrator or designee and subcontractors.
- 13.4. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors.
- 13.5. Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.
- 13.6. Williamson County Contracts Administrator or designee retains all rights to check subcontractor's background and make determination to approve or reject the use of submitted subcontractor(s).
- 13.7. Any negative response may result in disqualification of the subcontractor.
- 13.8. Williamson County Contracts Administrator or designee retains all rights to request removal of Contractor's subcontractor staff deemed unsatisfactory by Williamson County.
- 13.9. Subcontracting shall be at the Contractor's expense.

**14. CONTRACTOR ACCESS:**

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

**15. EXISTING UTILITIES AND STRUCTURES:**

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

**16. TRAVEL TIME:**

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

**17. TRAINING OF WILLIAMSON COUNTY PERSONNEL:**

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



WILLIAMSON COUNTY SERVICE CONTRACT  
ROOF MAINTENANCE AND RELATED SERVICES

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

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

**18. DISPOSAL OF SALVAGEABLE ITEMS:**

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

**19. TOBACCO USE:**

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

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

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

**20. CONTRACATOR'S RESPONSIBILITIES AND WARRANTIES:**

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

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

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

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

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

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

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

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

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

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

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

20.2. **PERFORMANCE WARRANTY** - All work performed under this Contract shall be in accordance with applicable terms and conditions of this Contract and of local codes and ordinances and any other authority

WILLIAMSON COUNTY SERVICE CONTRACT  
ROOF MAINTENANCE AND RELATED SERVICES

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

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

**20.4. NOTICE OF DEFECTS:**

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

**20.5. OPERATIONS AND MAINTENANCE MANUALS:**

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

**20.6. FREIGHT AND SHIPPING COSTS:**

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


# Services Contract (Roof Repairs) (Texas Fifth MSA TIPS 210603P1) 10.31.22

Final Audit Report


2022-11-02

|                 |  |
|-----------------|--|
| Created:        | 2022-11-02                                   |
| By:             | Kim Chappius (kim.chappius@wilco.org)        |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAARsVUePAMv7fB_PKOoFFWMWGAN7SS5xL5 |

## "Services Contract (Roof Repairs) (Texas Fifth MSA TIPS 210603P1) 10.31.22" History

 Document created by Kim Chappius (kim.chappius@wilco.org)

2022-11-02 - 3:40:42 PM GMT- IP address: 66.76.4.65

 Document emailed to Todd R Hewitt (thewitt@fifthwallroofing.com) for signature

2022-11-02 - 3:41:17 PM GMT

 Email viewed by Todd R Hewitt (thewitt@fifthwallroofing.com)

2022-11-02 - 3:41:51 PM GMT- IP address: 198.72.42.2

 Document e-signed by Todd R Hewitt (thewitt@fifthwallroofing.com)

Signature Date: 2022-11-02 - 3:42:03 PM GMT - Time Source: server- IP address: 198.72.42.2

 Agreement completed.

2022-11-02 - 3:42:03 PM GMT



**Commissioners Court - Regular Session****39.****Meeting Date:** 11/08/2022

Approval of the Purchase of Fleet Fuel Truck from Freightliner of Austin for Fleet Department

**Submitted For:** Joy Simonton**Submitted By:** Erica Smith, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of a 2024 Freightliner fuel truck from Freightliner of Austin in the amount of \$197,427.00, pursuant to TIPS cooperative contract #200-206.

**Background**

Approval of this item will support Fleet Operations. The quote is attached that outlines the details of the vehicle to be purchased. Total price includes the vehicle and all upfitting including the fuel tank. Legal, contract audit, and budget have reviewed this purchase. This expenditure will be charged to 01.0100.0409.005700. Department contact is Kevin Teller.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Quote

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Erica Smith

Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

11/02/2022 09:26 PM

11/03/2022 07:58 AM

Started On: 10/26/2022 02:57 PM



# FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)  
Austin, Texas 78721

Bus: 512-389-0000  
FAX: 512-389-2663  
Wats: 1-800-395-2005

Invoice Number

Date: 09-09-2022

PURCHASING NAME

Williamson County

TELEPHONE

512-943-3368

ADDRESS

3151 SE Inner Loop

CITY

Georgetown

STATE

Tx

ZIP CODE

78626

| YEAR | MAKE         | MODEL/BODY | VIN   | LICENSE PLATE |
|------|--------------|------------|-------|---------------|
| 2024 | Freightliner | M2-106 4x4 | Order |               |

MILEAGE:

TIPS Contract 200 206

2024 Freightliner M2-106 4x4 chassis  
Cummins L9, Allison 3500RDS, 4x4 Config  
to include Elliott Dual fuel body  
per quote 22-5542A  
114,612.00  
82,815.00

Extended engine warranty 5yr/200K  
5Yr Trans, 1yr Towing  
included  
Total Each

Chassis production based on availability  
Pricing includes current surcharges  
Any changes to be made in writing

## Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY: "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

|          |      |            |          |               |
|----------|------|------------|----------|---------------|
| MILEAGE: |      |            | TRADE-IN |               |
| YEAR     | MAKE | MODEL/BODY | VIN      | LICENSE PLATE |

|          |      |            |          |               |
|----------|------|------------|----------|---------------|
| MILEAGE: |      |            | TRADE-IN |               |
| YEAR     | MAKE | MODEL/BODY | VIN      | LICENSE PLATE |

|               |                |                       |                        |
|---------------|----------------|-----------------------|------------------------|
|               |                | TOTAL                 | 197,427.00             |
| PAYOFF TO:    |                | Trade Allowance       |                        |
| ADDRESS:      |                | Trading Difference    |                        |
|               |                | Sales Tax             |                        |
| GOOD UNTIL:   |                | Vehicle Inventory Tax |                        |
| QUOTED BY:    |                | License Fee           |                        |
| SHOW LEIN TO: | Body Type:     | Documentary Fee       |                        |
| ADDRESS:      | License Wt.:   | Federal Excise Tax    |                        |
|               | State Insp.:   | TOTAL SALE PRICE      |                        |
| DATED:        | LIEN AMOUNT \$ | License:              | Payoff on Trade        |
| DRAFT FOR \$  |                | Title:                | Ext. Service Agreement |
| DRAFT THRU:   |                | Transfer:             | Less Deposit           |
| ADDRESS:      |                | Total Balance Due     | 197,427.00             |

**Prepared for:**  
Kevin Teller  
WILLIAMSON  
COUNTY  
3151 S E Inner Loop  
Georgetown, TX  
78626  
Phone: 512-943-3368

**Prepared by:**  
Tom Standard  
DOGETT FREIGHTLINER OF  
SOUTH TEXAS, LLC  
1701 SMITH ROAD  
AUSTIN, TX 78721  
Phone: 512-389-0000  
E-Mail: tstandard@ftl1.com

Kevin Teller,

2024 Freightliner M2-106 4x4 chassis to accommodate fuel truck.  
Chassis includes Cummins L9, Allison 3500RDS auto, 4x4 Config.  
Updated chassis and body quote 9-21-22

Thank you ,

Tom Standard





Prepared for:  
 Kevin Teller  
 WILLIAMSON  
 COUNTY  
 3151 S E Inner Loop  
 Georgetown, TX  
 78626  
 Phone: 512-943-3368

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 DOGGETT FREIGHTLINER OF  
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 Phone: 512-389-0000  
 E-Mail: tstandard@ftl1.com

## CONDENSED SPECIFICATION PROPOSAL

| Data Code                       | Description   | Weight<br>Front | Weight<br>Rear |
|---------------------------------|---|-----------------|----------------|
| <b>Vehicle Configuration</b>    |   |                 |                |
| 001-172                         | M2 106 CONVENTIONAL CHASSIS   | 5,709           | 3,450          |
| 002-004                         | SET BACK AXLE - TRUCK   |                 |                |
| <b>Engine</b>                   |   |                 |                |
| 101-3BN                         | CUM L9 300 HP @ 2200 RPM; 2200 GOV RPM, 860 LB-FT @ 1200 RPM  | 640             | 30             |
| <b>Engine Equipment</b>         |   |                 |                |
| 128-076                         | CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF   | 20              |                |
| 016-1C2                         | RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE | 30              | 25             |
| <b>Transmission</b>             |   |                 |                |
| 342-584                         | ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION  | 200             | 60             |
| <b>Front Axle and Equipment</b> |   |                 |                |
| 400-105                         | MX-14-120-EVO 14,000# 1790MM KPI SINGLE FRONT DRIVE AXLE  | 900             |                |
| <b>Front Suspension</b>         |   |                 |                |
| 620-010                         | 14,600# TAPERLEAF FRONT SUSPENSION  | 170             |                |
| <b>Rear Axle and Equipment</b>  |   |                 |                |
| 420-051                         | RS-23-160 23,000# R-SERIES SINGLE REAR AXLE   |                 | 180            |
| 421-563                         | 5.63 REAR AXLE RATIO  |                 |                |
| <b>Rear Suspension</b>          |   |                 |                |
| 622-003                         | 23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD   |                 | 120            |
| <b>Wheelbase &amp; Frame</b>    |   |                 |                |
| 545-497                         | 4975MM (196 INCH) WHEELBASE   |                 |                |
| 546-101                         | 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI                                      | 120             | 120            |
| <b>Fuel Tanks</b>               |   |                 |                |
| 204-192                         | 50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH   | 20              |                |

Prepared for:  
 Kevin Teller  
 WILLIAMSON  
 COUNTY  
 3151 S E Inner Loop  
 Georgetown, TX  
 78626  
 Phone: 512-943-3368

Prepared by:  
 Tom Standard  
 DOGGETT FREIGHTLINER OF  
 SOUTH TEXAS, LLC  
 1701 SMITH ROAD  
 AUSTIN, TX 78721  
 Phone: 512-389-0000  
 E-Mail: tstandard@ftl1.com

| Data Code           | Description   | Weight<br>Front | Weight<br>Rear |
|---------------------|---|-----------------|----------------|
| <b>Tires</b>        |   |                 |                |
| 093-1VM             | MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES                  | 50              |                |
| 094-1UX             | MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES                             |                 | 96             |
| <b>Wheels</b>       |   |                 |                |
| 502-445             | ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS | 82              |                |
| 505-428             | ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS          |                 | 52             |
| <b>Cab Exterior</b> |   |                 |                |
| 829-071             | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB                                |                 |                |
| <b>Color</b>        |   |                 |                |
| 980-5F6             | CAB COLOR A: L0006EY WHITE ELITE EY   |                 |                |
| 986-020             | BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT                                   |                 |                |

| <b>Weight Summary</b>       |                 |                |                 |
|-----------------------------|-----------------|----------------|-----------------|
|                             | Weight<br>Front | Weight<br>Rear | Total<br>Weight |
| Factory Weight <sup>+</sup> | 8601 lbs        | 4561 lbs       | 13162 lbs       |
| Total Weight <sup>+</sup>   | 8601 lbs        | 4561 lbs       | 13162 lbs       |

## ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

### Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.







Custom Manufacturers of Mobile Service Equipment

1351 Freese Works Place East

Galion, OH 44833

Ph: 419-468-4709

## QUOTE

**Prepared by**

Steven Howell

showell@elliottmachine.com

**Sold To****Ship To****Bill To**

Freightliner Western Star of Austin

1701 Smith Rd,

Austin, TX 78721

**Attn** Tom Standard

**E-mail** Tom.Standard@doggett.com

**Phone** 512-389-0000

| Quantity | Description | Unit Price |
|----------|-------------|------------|
|----------|-------------|------------|

1 2000 Gallon Fuel Tank installed to your furnished chassis

**\$68,990.00**

FET not included in the above listed price

N/A

**OPTIONAL EQUIPMENT COST**

(1.50) inch flow meter for resale (in place of 3-digit meter)

**\$6,450.00**

Wiggins compatible, Shaw pressureless fast fill

**\$2,575.00**

Bottom loading with Scully overfill protection

**\$4,800.00**

82,815.<sup>00</sup>

Price does not include any tax or applicable delivery fees unless otherwise noted.

EXW: Galion, OH

Terms: Payment due prior to shipment

Quote is valid for (30) days

Thank you,

*Steven Howell*

| Specifications          |             |
|-------------------------|-------------|
| Quote Number [REDACTED] |             |
| Item                    | Description |

#### TRUCK REQUIREMENTS

Estimated truck chassis curb weights:

|                     |       |        |                       |       |      |
|---------------------|-------|--------|-----------------------|-------|------|
| Front axle curb wt. | 6000  | lbs.   | Rear axle curb wt.    | 3800  | lbs. |
| Front axle capacity | 12000 | lbs.   | Front axle loaded wt. | 11182 | lbs. |
| Rear axle capacity  | 21000 | lbs.   | Rear axle loaded wt.  | 20481 | lbs. |
| GVWR                | 33000 | lbs.   | Gross loaded weight   | 31663 | lbs. |
| C.A. / C.T.         | 126   | inches |                       |       |      |

Loaded weights are based on all product tanks full except used oil and used anti-freeze tanks.

Additional weights such as tools, filters, etc. have **NOT** been factored in.

#### FUEL TANK - MODIFIED ELLIPTICAL DESIGN

|                      |   |
|----------------------|---|
| Construction         | Large radii shell with dished and flanged heads   |
| Code                 | <b>TANK IS BUILT AND CERTIFIED TO DOT-406 SPECIFICATIONS</b>  |
| Capacity             | 2000 U.S. Gallons, dual compartment<br>500 gal gasoline (front)/double bulkhead/ 1500 Gal fuel (rear) |
| Tank heads           | (0.1644) inch high strength low alloy   |
| Bulkheads(s)         | (0.1644) inch high strength low alloy   |
| Baffle(s)            | (0.1644) inch high strength low alloy   |
| Tank shell           | (0.1644) inch high strength low alloy   |
| Double bottom        | Elliott design including (0.1644) inch full length double bottom                                      |
| Long sills           | Full length reinforced steel long sills   |
| Fender               | Open Trough style   |
| Roll over protection | Installed on top of the tank with a catwalk in-between  |
| Manway               | Top mounted manway equipped with a (10) inch vented fill lid  |
| Outlet               | TTMA approved sump assembly   |
| Ladder               | Tubular steel access ladder with top service platform on front ladders                                |
| Fill                 | Top fill only   |

#### BODY MOUNTING

|                  |  |
|------------------|--|
| Spring tie downs | Elliott heavy duty spring loaded "H" bracket design                  |
| Fixed tie downs  | Twin bolt fixed position tie downs                                   |
| Separators       | Rubber composite sill between chassis frame rail and body long sills |

#### REEL CABINET - HOSE REEL AND EQUIPMENT ENCLOSURE

|                   |   |
|-------------------|---|
| Construction      | Formed steel construction with integral drip ledge  |
| Reel mounting     | Heavy duty, multi-level, with sloped bottom drip tray, and drain plug   |
| Rear access       | Aluminum flip-up style door with gas charged assist springs, stainless steel hinges, multi-point latch, and weatherseal |
| Interior lighting | (12) VDC LED strip lights installed in hose reel area   |

| Specifications |                         |
|----------------|-------------------------|
|                | Quote Number [REDACTED] |
| Item           | Description             |

#### **DEF TANK, RECTANGULAR CONSTRUCTION**

|                    |   |
|--------------------|---|
| Construction       | (1) each, (100) U.S. gallon "DEF" tank<br>Large radius formed corners to reduce stress concentrations.<br>Tank corners are "double wall" construction |
| Material           | Formed stainless steel  |
| Mounting           | Structural steel angles   |
| Baffle             | Interior cross baffle   |
| Fill port          | (4.00) inch nominal diameter, non-vented, lockable fill lid   |
| Sight level gauges | (3) liquid level sight eyes   |
| Carrier            | Structural steel carrier bolted to chassis frame rail   |

#### **STORAGE CABINETS**

|             |   |
|-------------|---|
| Material    | Aluminum tread brite welded construction equipped with stainless steel bolt-on hinges, multi-point latch, (keyed alike), and automotive weatherseal |
| Street side | (1) each, (36) in. L x (26) in. D x (24) in. H general storage.   |

**CABINET SIZES MAY VARY DUE TO INTERFERENCE WITH CHASSIS COMPONENTS (i.e.: AIR DRYER, DEF TANK, BATTERY BOX, etc.)**

#### **DIESEL FUEL SYSTEM**

|                 |   |
|-----------------|---|
| Pump            | Power take-off driven Roper 3611 fuel pump                                |
| Filter          | Fuel filter assembly, sized to meet the output flow of the pump           |
| Flow meter      | Flow meter with totalizer and reset function, registers up to 999 gallons |
| Hose reel       | Hannay electric rewind hose reel with (50) feet of (1.0) inch fuel hose   |
| Dispense nozzle | (1.0) in. automatic fuel nozzle with swivel and spout                     |

#### **GASOLINE/FUEL SYSTEM**

|                 |   |
|-----------------|---|
| Pump            | 12vdc operated Gasboy pump  |
| Hose reel       | Hannay spring rewind hose reel with (50) feet of (0.75) inch fuel hose    |
| Flow meter      | Flow meter with totalizer and reset function, registers up to 999 gallons |
| Filter          | Fuel filter assembly - appropriately sized for the required flow          |
| Dispense nozzle | Automatic fuel nozzle with swivel   |
| Grounding reel  | Spring rewind with alligator clips  |

#### **DEF SYSTEM**

|       |  |
|-------|--|
| DEF-1 | Air operated diaphragm pump (compatible with DEF fluid)<br>Air regulator with on/off valve - releases stored air to pump when not in use<br>Hannay spring rewind hose reel with (50) feet of (1/2) inch DEF hose<br>Automatic shut-off DEF nozzle and swivel |
|-------|--|

| Specifications |                         |
|----------------|-------------------------|
|                | Quote Number [REDACTED] |
| Item           | Description             |

#### **AIR SUPPLY SYSTEM - TO POWER DEF SYSTEM**

|                     |   |
|---------------------|---|
| Air supply          | Utilize truck chassis on-board air brake air compressor   |
| Air receiver        | Utilize truck chassis on-board air receiver   |
| Pressure protection | Pressure protection valve installed in truck chassis air receiver to prevent loss of air pressure for chassis braking |
| Regulator           | Air regulator   |

#### **12 VDC ELECTRICAL SYSTEM**

|               |  |
|---------------|--|
| Body lighting | LED clearance and STT lights conforming to FMVSS 108 |
| Flood lights  | (4) each, (12) VDC LED flood lights                  |
| Back-up alarm | (12) VDC back-up alarm                               |

#### **MISCELLANEOUS**

|                   |   |
|-------------------|---|
| Mud flaps         | Heavy duty rubber                                       |
| Fire extinguisher | (20) pound type 'ABC' fire extinguisher - shipped loose |
| Placards          | (4) each, adhesive placards - shipped loose             |
| Rear bumper       | DOT406 certified rear bumper                            |

#### **FINISH COATINGS**

|               |   |
|---------------|---|
| Preparation   | All surfaces are mechanically cleaned and chemically washed                         |
| Primer        | Body components are primed using PPG epoxy primer                                   |
| Finish paint  | Body components are finish painted using (2) coats of PPG baked on acrylic urethane |
| Under coating | Under body components are under coated  |

**TWO STAGE OR CUSTOM COLORS AVAILABLE AT EXTRA CHARGE**

*Elliott Machine Works, Inc. reserves the right to change design specifications without notice.*

| Specifications |
|----------------|
|----------------|

| Item | Description |
|------|-------------|
|------|-------------|

**OPTIONAL EQUIPMENT****ADDITIONAL HOSE REEL for LOW FLOW APPLICATIONS**

Hose reel Hannay spring rewind hose reel with (50) feet of (1.00) inch fuel hose  
Dispense nozzle (1.00) in. automatic fuel nozzle with swivel

**FUEL METER**

Flow meter (1.50) inch flow meter with register, totalizer, and air eliminator

**FAST FILL SYSTEM**

Fast fill Ground level, Wiggins compatible, Shaw pressure-less fast fill system  
located street side - **Not available on DOT-406 Certified tanks**

**BOTTOM LOADING SYSTEM**

Bottom loading (4) inch nominal piping with a (4) inch API bottom loading adapter  
Over fill protection Scully Load Anywhere system equipped with optic sensor and ground hawg

**Commissioners Court - Regular Session****40.****Meeting Date:** 11/08/2022

Approval of Renewal #1 with Price Increase for Contract #22IFB43 Herbicides with Nutrien Ag Solutions for Road and Bridge Department

**Submitted For:** Joy Simonton**Submitted By:** Kim Chappius, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of Contract #22IFB43-Herbicides, renewal option period 1, covering for the 12-month term of January 18, 2023 – January 17, 2024, with the same terms and conditions with the exception of fee increases, detailed in the attached spreadsheet, with Nutrien Ag Solutions and approval of the agreement.

**Background**

This is the first extension for this contract. The Road and Bridge Department has confirmed the vendor met all the county requirements on this contract and requests renewal. Funding Source is 01.0200.0210.003554. The department Point of Contact is Terron Evertson.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

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**Attachments**

Renewal #1 Form and Price Tab

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**Form Review****Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Kim Chappius  
Final Approval Date: 11/03/2022

**Reviewed By**

Joy Simonton  
Becky Pruitt

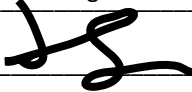
**Date**

11/03/2022 10:53 AM  
11/03/2022 11:02 AM  
Started On: 11/02/2022 10:25 AM



Purchasing Department

## Summary Agreement for Renewal of Williamson County Contract

|   |   |   |                 |
|---|---|---|-----------------|
| <b>Contract Number:</b>   | 22IFB43   | <b>Department:</b>                                    | ROAD AND BRIDGE |
| <b>Vendor Name:</b>   | NUTRIEN AG SOLUTIONS  |   |                 |
| <b>Purpose/Intended Use of Product or Service (summary):</b>  |   |   |                 |
| RENEWAL #1 HERBICIDES   |   |   |                 |
| <b>Type of Contract:</b>  | IFB   | <b>Start Date:</b>                                    | 01/18/2023      |
| <b>Purchasing Contact:</b>  | KIM CHAPPIUS  | <b>End Date:</b>                                      | 01/17/2024      |
| <b>Department Contact:</b>  | KELLY MURPHY  |   |                 |
| <ul style="list-style-type: none"><li>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 Nutrien Ag Solutions.</li><li>PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none"><li>COMPLETED 1295 FORM; AND</li><li>RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.</li></ul></li><li>Extend Contract for the 1ST of two one (1) year renewal option period:</li></ul> |   |   |                 |
| Renewal Option Period 2   | JANUARY 18, 2024 – JANUARY 17, 2025   |   |                 |
| Renewal Option Period 1   | JANUARY 18, 2023 – JANUARY 17, 2024   |   |                 |
| Initial Contract Period   | JANUARY 18, 2022 – JANUARY 17, 2023   |   |                 |
| <b>BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE</b>  |   |   |                 |
| Vendor  | Nutrien Ag Solutions, Inc.  | Williamson County, 710 Main St., Georgetown, TX 78626 |                 |
| Name  | Timothy Smith   | Bill Gravell, Jr                                      |                 |
| Title   | Region Manager  | Williamson County Judge                               |                 |
| Signature   |  | Signature _____                                       |                 |
| Date  | 10/25/2022  | Date _____  |                 |



## 22IFB43 Herbicides / Nutrien Ag Solutions - Bid Pricing

| Item                 | Description         | Container | Container Units | Estimated Annual Container Quantity | Container Unit Price | Proposed Price Increase FY23 | Percentage of Increase |
|----------------------|---------------------|-----------|-----------------|-------------------------------------|----------------------|------------------------------|------------------------|
| <b>Selective</b>     |                     |           |                 |                                     |                      |                              |                        |
| 1.01                 | ELEMENT 3A          | JUG       | 2.5 GAL         | 20                                  | \$89.00              | N/A                          | 0%                     |
| 1.02                 | VASTLAN             | JUG       | 2.5 GAL         | 200                                 | \$230.00             | \$255.00                     | 11%                    |
| 1.03                 | VASTLAN             | DRUM      | 15 GAL          | 33                                  | \$1,380.00           | \$1,530.00                   | 11%                    |
| 1.04                 | OPENSIGHT           | PACKAGE   | 1.25 LBS        | 400                                 | \$111.75             | \$120.94                     | 8%                     |
| 1.05                 | ESPLANADE 200 SC    | JUG       | 2.5 GAL         | 40                                  | \$3,168.00           | \$3,424.00                   | 8%                     |
| 1.06                 | OUTRIDER            | CASE*     | 1 CASE          | 2                                   | \$2,900.00           | N/A                          | 0%                     |
| 1.07                 | METHOD 240 SL       | JUG       | 2.5 GAL         | 30                                  | \$806.40             | \$818.50                     | 2%                     |
| <b>Non-Selective</b> |                     |           |                 |                                     |                      |                              |                        |
| 2.01                 | ARSENAL             | JUG       | 2.5 GAL         | 500                                 | \$141.25             | N/A                          | 0%                     |
| 2.02                 | ARSENAL             | DRUM      | 15 GAL          | 75                                  | \$783.75             | N/A                          | 0%                     |
| 2.03                 | FORFEIT 280         | JUG       | 2.5 GAL         | 106                                 | \$199.50             | N/A                          | 0%                     |
| 2.04                 | FORFEIT 280         | TOTE      | 265 GAL         | 1                                   | \$20,776.00          | N/A                          | 0%                     |
| <b>Miscellaneous</b> |                     |           |                 |                                     |                      |                              |                        |
| 3.01                 | LIBERATE SURFACTANT | JUG       | 2.5 GAL         | 20                                  | \$83.75              | N/A                          | 0%                     |
| 3.03                 | DEFOAMER            | JUG       | 1 GAL           | 30                                  | \$24.00              | \$25.11                      | 5%                     |

\*Assume 20oz Container, 10x20oz Container per Case



**Commissioners Court - Regular Session****41.****Meeting Date:** 11/08/2022

22IFB67 Davilla Street Culvert Replacement Change Order #3 (Time Extension)

**Submitted By:** Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of \$0 for Project 22IFB67 Davilla Street Culvert Replacement (Chasco Constructors) P: 486 Funding Source: Road Bond.

**Background**

This Change Order adds seventeen (17) days to the Contract Time. Extra time was necessary to account for additional time needed to salvage and palletize existing bricks.

This Change Order does not change the Contract amount. The original Contract amount was \$664,464.00. As a result of this and all Change Orders to date, the Contract has been decreased by \$22,591.30, resulting in a 3.40% net decrease in the Contract cost. Seventeen (17) additional days will be added to the Contract as a result of this Change Order.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

22IFB67 Davilla Street CO#3

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 11/03/2022

**Reviewed By**

Becky Pruitt

**Date**

11/03/2022 09:41 AM

Started On: 11/01/2022 07:39 AM

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Chasco Constructors
2. Change Order Work Limits: Sta. 11+30 to Sta. 12+23
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 22IFB67

Roadway: Davilla Street

CSJ  
Number: \_\_\_\_\_

5. Describe the work being revised:

**2E. Differing Site Conditions (unforeseeable):** This Change Order adds an additional seventeen (17) days to the Contract Time. Extra time was necessary to account for additional time needed to salvage and palletize existing bricks.

6. Work to be performed in accordance with Items: See attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR

Date 11.01.22

By

Typed/Printed Name

Typed/Printed Title

## The following information must be provided

Time Ext. #: 1 Days added on this CO: 17

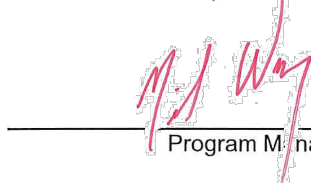
Amount added by this change order: \$0.00

## RECOMMENDED FOR EXECUTION:



Project Manager

11/1/2022  
Date



Program Manager

11/2/2022  
Date

Design Engineer's Seal:

County Commissioner Precinct 1

Date

☐ APPROVED

☐ REQUEST APPROVAL

County Commissioner Precinct 2

Date

☐ APPROVED

☐ REQUEST APPROVAL

County Commissioner Precinct 3

Date

☐ APPROVED

☐ REQUEST APPROVAL

County Commissioner Precinct 4

Date

☐ APPROVED

☐ REQUEST APPROVAL

County Judge

Date

☐ APPROVED

☐

## Project # 22IFB67

CHANGE ORDER NUMBER: 3

**TABLE A: Force Account Work and Materials Placed into Stock**

[illegible]

**TABLE B: Contract Items:**

| ITEM   | DESCRIPTION                                    | UNIT | UNIT PRICE | ORIGINAL + PREVIOUSLY REVISED |           | ADD or<br>(DEDUCT) | NEW      |           | OVERRUN/<br>UNDERRUN |
|--------|--|------|------------|-------------------------------|-----------|--------------------|----------|-----------|----------------------|
|        |  |      |            | QUANTITY                      | ITEM COST |                    | QUANTITY | ITEM COST |                      |
|        | No pay items to be added by this Change Order. |      |            |                               |           |                    |          |           |                      |
|        |  |      |            |                               |           |                    |          |           |                      |
|        |  |      |            |                               |           |                    |          |           |                      |
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|        |  |      |            |                               |           |                    |          |           |                      |
|        |  |      |            |                               |           |                    |          |           |                      |
|        |  |      |            |                               |           |                    |          |           |                      |
| TOTALS |  |      |            |                               | \$0.00    |                    |          | \$0.00    | \$0.00               |

## CHANGE ORDER REASON(S) CODE CHART

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

**Williamson County Road Bond Program**

**Davilla Street Culvert Replacement  
Williamson County Project No. 22IFB67**

**Change Order No. 3  
Reason for Change**

This Change Order adds seventeen (17) days to the Contract Time. Extra time was necessary to account for additional time needed to salvage and palletize existing bricks.

This Change Order does not change the Contract amount. The original Contract amount was \$664,464.00. As a result of this and all Change Orders to date, the Contract has been decreased by \$22,591.30, resulting in a 3.40% net decrease in the Contract cost. Seventeen (17) additional days will be added to the Contract as a result of this Change Order.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.

**Commissioners Court - Regular Session****42.****Meeting Date:** 11/08/2022

22IFB141 CR 258 Extension Change Order #1 (Additional Insured)

**Submitted By:** Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$0 for Project 22IFB141 CR 258 Extension (Joe Bland Construction) P: 277 Funding Source: Road Bond.

**Background**

This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured on Joe Bland Construction's, L.P. (Contractor) insurance policies related to the project as required by the attached Interlocal Agreement between the County and City.

This Change Order does not change the Contract amount. The original Contract amount is \$5,836,754.36. To date no changes have been made to the original contract amount and no time has been added.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

22IFB141-CR 258 Extension\_CO#1

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 11/03/2022

**Reviewed By**

Becky Pruitt

**Date**

11/03/2022 09:52 AM

Started On: 11/01/2022 07:50 AM

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Joe Bland Construction, L.P.

2. Change Order Work Limits: Sta. 41+51.63 to Sta. 69+26.38

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

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

Project: 22IFB141

Roadway: CR 258 Extension

CSJ  
Number: \_\_\_\_\_

5. Describe the work being revised:

**4B: Third Party Accommodation. Third party requested work.** This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

6. Work to be performed in accordance with Items: \_\_\_\_\_

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

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No

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

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

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

THE CONTRACTOR

Date 11-1-22

By

Typed/Printed Name

Typed/Printed Title

Andrew Batten

PM

## The following information must be provided

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

Amount added by this change order: \$0.00

## RECOMMENDED FOR EXECUTION:

[Signature]

Project Manager

11/1/2022

Date

[Signature]

Program Manager

11/2/2022

Date

Design Engineer's Seal:

County Commissioner Precinct 1

Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2

Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3

Date

☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4

Date

☐ APPROVED ☐ REQUEST APPROVAL

Outside Agency Title, Outside Agency

Date

☐ APPROVED

County Judge

Date

☐ APPROVED

## Project # 22IFB141

[illegible]

| ITEM   | DESCRIPTION  | UNIT | UNIT PRICE | ORIGINAL + PREVIOUSLY REVISED |           | ADD or<br>(DEDUCT) | NEW      |           | OVERRUN/<br>UNDERRUN |
|--------|--|------|------------|-------------------------------|-----------|--------------------|----------|-----------|----------------------|
|        |  |      |            | QUANTITY                      | ITEM COST |                    | QUANTITY | ITEM COST |                      |
|        | There are no items to be added by this Change Order. |      |            |                               |           |                    |          |           |                      |
|        |  |      |            |                               |           |                    |          |           |                      |
|        |  |      |            |                               |           |                    |          |           |                      |
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|        |  |      |            |                               |           |                    |          |           |                      |
| TOTALS |  |      |            |                               | \$0.00    |                    |          | \$0.00    | \$0.00               |



## CHANGE ORDER REASON(S) CODE CHART

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

**Williamson County Road Bond Program**

**CR 258 Extension  
Williamson County Project No. 22IFB141**

**Change Order No. 1  
Reason for Change**

This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy, commercial auto liability (Auto Liability) insurance policy, performance bonds, payment bonds and maintenance bonds. Adding the City to the Contractor's insurance is in the terms and conditions of the Interlocal Agreement between the City and Williamson County dated October 11, 2022.

Refer to the attached Interlocal Agreement (Construction of Project, Pg. 2, Section 2.06), City of Georgetown (the "City") must be named on the above policies prior to entering the property.

This Change Order does not change the Contract amount. The original Contract amount is \$5,836,754.36. To date no changes have been made to the original contract amount and no time has been added.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.

**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](mailto: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:

*Approved as to form:*

By: Robyn Densmore  
Robyn Densmore City Secretary

By: Skye Masson  
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



**WILLIAMSON COUNTY, TEXAS**

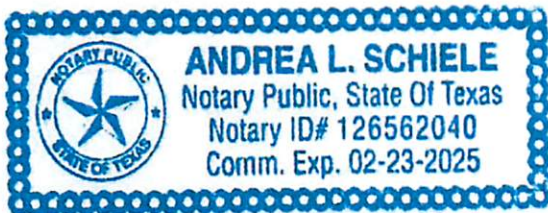
By:   
William Gravell, Jr., County Judge

**ATTEST:**

By:   
Nancy Rister, County Clerk

THE STATE OF TEXAS           §  
   §  
COUNTY OF WILLIAMSON   §

**THIS INSTRUMENT** was acknowledged before me on this 27th day of  
October, 2022, by William Gravell, Jr., County Judge of Williamson County, Texas, on  
behalf of said County.



  
Notary Public, State of Texas

**Commissioners Court - Regular Session****43.****Meeting Date:** 11/08/2022

Corridor D purchase contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on a purchase contract with Cheryl Renae Blaha Arldt for 13.065 acres of right of way needed for the Corridor D (Ronald Reagan Extension) Project. Funding: LRTP P457

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Contract

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/03/2022

**Reviewed By**

Becky Pruitt

**Date**

11/03/2022 11:02 AM

Started On: 11/02/2022 03:24 PM

## **REAL ESTATE CONTRACT**

THIS REAL ESTATE CONTRACT ("Contract") is made by **CHERYL RENAE BLAHA ARLDT** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 13.065- acre tract (569,105 square feet) of land situated in the B.D. Jones survey, abstract no. 354, Williamson County, Texas and being out of the remnant portion of the called 30.00-acre tract of land conveyed to Cheryl Renae Blaha Arldt, recorded in document no. 2020124250 of the official public records of Williamson County, Texas, as described in the sketch shown as Exhibit "A", attached hereto.

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 shown 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 interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of SEVEN HUNDRED EIGHTY-THREE THOUSAND NINE HUNDRED and 00/100 Dollars (\$783,900.00).

#### **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. **Property Leaseback.** At Closing the parties shall enter into a written Grazing Lease agreement (the "Leaseback Agreement") wherein Purchaser, as Lessor, shall lease back the Property to Seller, as Lessee, according to the terms in the form shown in Exhibit "B" attached hereto and incorporated herein.

## **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.

**ARTICLE V**  
**CLOSING**  
Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company, 3613 Williams Drive Suite 204 Georgetown, Texas on or before November 30, 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.

(2) The Deed shall be in the form as set out in Exhibit "C" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done, subject to the terms of the Leaseback Agreement.

### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

### Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

## **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default and as otherwise stated herein, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*[signature page follows]*



**SELLER:**

  
Cheryl Renae Blaha Arldt (Oct 27, 2022 12:30 MDT)

Cheryl Renae Blaha Arldt

Date: Oct 27, 2022

Address: 900 CR 388

Jarrell, Texas 76537

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr  
County Judge

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

Date: \_\_\_\_\_

EXHIBIT A

County: Williamson  
Parcel : Arldt  
Highway: Ronald Reagan Extension

**PROPERTY DESCRIPTION**

DESCRIPTION OF A 13.065 ACRE (569,105 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE B.D. JONES SURVEY, ABSTRACT NO. 354 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 30.00 ACRE TRACT OF LAND CITED IN A WARRANTY DEED TO CHERYL RENAE BLAHA ARLDT RECORDED IN DOCUMENT NO. 2020124250 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND SAID 30.00 ACRE TRACT OF LAND DESCRIBED IN VOLUME 544, PAGE 250 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 13.065 ACRE (569,105 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1 1/2" (ID) iron pipe found (Grid Coordinates determined as N=10,255,586.94, E=3,154,555.71 TxSPC Zone 4203), in the easterly Right-of-Way (ROW) line of County Road (C.R.) 388 (ROW width varies), being the northwesterly corner of that called 30.00 acre tract of land described in General Warranty Deed to Bobby Joe Foust and Jeri Y. Foust recorded in Document No. 2014054985 and described in Document No. 2012091430, both of the Official Public Records of Williamson County, Texas, same being the southwesterly corner of said remainder of the 30.00 acre tract, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, with the westerly boundary line of said remainder of the 30.00 acre tract, same being said easterly ROW line, **N 20°59'21" W**, for a distance of **350.02** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed northerly ROW line of Ronald Reagan Extension, for the northwesterly corner of the herein described parcel and from which point a 1/2" iron rod found, being the southwesterly corner of Foxwood, a subdivision recorded in Cabinet E, Slides 324, of the Plat Records of Williamson County, Texas, same being the northwesterly corner of said remainder of the 30.00 acre tract bears **N 20°59'21" W**, with said easterly ROW line a distance of 461.28 feet;
- 2) **THENCE**, departing said C.R. 388, with said proposed northerly ROW line of Ronald Reagan Extension, through the interior of said remainder of the 30.00 acre tract, **N 68°27'00" E**, for a distance of **1,626.13** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, in the westerly boundary line of that called 25.00 acre tract of land described in a Cash Warranty Deed to Jarrell Independent School District recorded in Document No. 2007065324, of the Official Public Records of Williamson County, Texas, same line being the easterly boundary line of said remainder of the 30.00 acre tract, for the northeasterly corner of the herein described parcel and from which point a 1/2" iron rod found, being the southeasterly corner of that called 6.31 acre tract of land described in a Warranty Deed with Vendor's Lien Deed to Modesto V. Esteves and wife, Olivia Esteves recorded in Document No. 2010033486, of the Official Public Records of Williamson County, Texas, same point being the northeasterly corner of said remainder of the 30.00 acre tract bears **N 20°57'00" W**, with said easterly boundary line of the remainder of the 30.00 acre tract a distance of 445.65 feet;
- 3) **THENCE**, departing said proposed northerly ROW line, with the westerly boundary line of said 25.00 acre tract, same line being the easterly boundary line of said remainder of the 30.00 acre tract, **S 20°57'00" E**, at a distance of 347.63 feet pass a 1/2" iron rod found, and continuing for a total distance of **350.02** feet to a 1/2" iron rod with plastic cap stamped "Forest 1847" found, being the northwesterly corner of that called 55.11 acre (Tract 1) of land described in a Partition Deed to The Glen and Mary Joe Tschoerner Trust recorded in Document No. 2018078887, of the Official Public Records of Williamson County, Texas, being the southwesterly corner of said 25.00 acre tract, same point being the northeasterly corner of said Foust 30.00 acre tract, and the southeasterly corner of said remainder of the 30.00 acre tract, for the southeasterly corner of the herein described parcel;

County: Williamson  
Parcel : Arldt  
Highway: Ronald Reagan Extension

Page 2 of 4  
09/22/22

- 4) **THENCE**, with the northerly boundary line of said Foust 30.00 acre tract, same line being the southerly boundary line of said remainder of the 30.00 acre tract, **S 68°27'00" W**, for a distance of **1,625.89** feet to the **POINT OF BEGINNING**, containing 13.065 acres (569,105 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas Coordinate System of 1983, Central Zone No. 4203, NAD 83.

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

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision in September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

\_\_\_\_\_  
Miguel A. Escobar  
Registered Professional Land Surveyor No. 5630  
Licensed State Land Surveyor  
Inland Geodetics  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

\_\_\_\_\_  
Date

Project No: WILCO-001

**PRELIMINARY**  
**This document shall not be**  
**recorded for any purpose.**

# EXHIBIT A PLAT TO ACCOMPANY DESCRIPTION

## STEEPLECHASE DRIVE

LOT 1  
LOT 2  
LOT 3  
LOT 4  
LOT 5

FOXWOOD  
CAB. E. SLIDE 324  
P.R.W.C.T.

SHANE A. BRINKMEYER &  
CHERYL ELIZABETH  
BRINKMEYER  
2.69 ACRES  
DOC. NO. 2013096541  
O.P.R.W.C.T.

VALERIE ESTRADA &  
FELIX S. RESENDIZ  
5.7605 ACRES  
DOC. NO. 2013100717  
O.P.R.W.C.T.

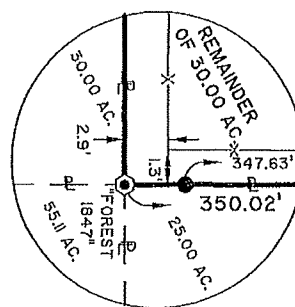
MODESTO V. ESTEVES AND WIFE,  
OLIVIA ESTEVES  
6.31 ACRES  
DOC. NO. 2010033487  
O.P.R.W.C.T.

OSTENSIBLE SURVEY LINE

COUNTY ROAD (C.R.) 388  
(RIGHT-OF-WAY WIDTH VARIES)

N20°59'21"W 350.02'  
(S19°00'00"E  
810.95')  
CHERYL RENEE BLAHA ARLDT  
2.000 ACRES  
DOC. NO. 2015028604  
O.P.R.W.C.T.

CHERYL RENAE BLAHA ARLDT  
(REMAINDER OF 30.00 ACRES)  
FIRST TRACT  
DOC. NO. 2020124250  
DOC. NO. 2015019639  
O.P.R.W.C.T.  
DESCRIBED IN  
VOL. 544, PG. 250  
D.R.W.C.T.



PROPOSED R.O.W.  
N68°27'00"E 1,626.13'

13,065 AC.  
569,105 SQ. FT.

(N70°28'00"E 1,626.97')

S68°27'00"W 1,625.89'

BOBBY JOE FOUST AND  
JERI Y. FOUST  
30.00 ACRES  
DOC. NO. 2014054965  
DESCRIBED IN  
DOC. NO. 2012091430  
O.P.R.W.C.T.

SEE DETAIL

THE GLEN AND MARY JOE  
TSCHOERNER TRUST  
55.11 ACRES  
DOC. NO. 2016079687  
O.P.R.W.C.T.

B.D. JONES SURVEY  
ABSTRACT NO. 354

PROJECT NO: WILCO-001

PARCEL PLAT SHOWING PROPERTY OF

CHERYL RENAE BLAHA ARLDT

**INLAND  
GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1304 CHESTNUT TRAIL RD. STE. 103  
ROUND ROCK, TX 78681  
PH. (512) 238-1200 FAX (512) 238-1251  
FIRM REGISTRATION NO. 100591-00

SCALE  
1" = 200'

PROJECT  
RONALD REAGAN EXTENSION

COUNTY  
WILLIAMSON

13,065 ACRES  
569,105 SQ. FT.

09-21-2022

A.A. LEWIS SURVEY  
ABSTRACT NO. 384

JARRELL INDEPENDENT  
SCHOOL DISTRICT  
25.00 ACRES  
DOC. NO. 2007055324  
O.P.R.W.C.T.



EXHIBIT **A**  
PLAT TO ACCOMPANY DESCRIPTION

LEGEND

- ⊙ 1 1/2" (ID) IRON PIPE FOUND
- ⊙ 1/2" IRON ROD WITH CAP FOUND
- 1/2" IRON ROD FOUND
- IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
- Δ CALCULATED POINT
- P PROPERTY LINE
- P.R.W.C.T. PLAT RECORDS
- O.P.R.W.C.T. WILLIAMSON COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS
- WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS
- WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- ( ) RECORD INFORMATION

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas Coordinate System of 1983, NAD 83, Central Zone.

2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION IN SEPTEMBER, 2022.

MIGUEL A. ESCOBAR

DATE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630

LICENSED STATE LAND SURVEYOR

INLAND GEODETICS

FIRM REGISTRATION NO. 100591-00

1504 CHISHOLM TRAIL ROAD, SUITE 103

ROUND ROCK, TEXAS 78681

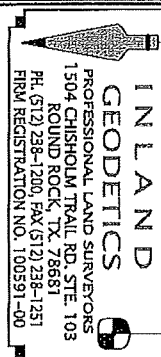
PROJECT NO: WILCO-001

PARCEL PLAT SHOWING PROPERTY OF

CHERYL RENAE BLAHA ARLDT

09-21-2022

13.065 ACRES.  
569,105 SQ. FT.



SCALE  
1" = 200'

PROJECT  
RONALD REAGAN EXTENSION

COUNTY  
WILLIAMSON

PAGE 4 OF 4

# EXHIBIT "B"

## GRAZING LEASE Corridor D Right of Way

THE STATE OF TEXAS           §

COUNTY OF WILLIAMSON       §

THIS GRAZING LEASE (the "Lease") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Lessor", and CHERYL RENAE BLAHA ARLDT, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of one tract of land containing approximately **13.065 acres**, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

### ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be four (4) years, commencing on the 1st day of December, 2022 (the "Commencement Date") and terminating on the 30th day of November, 2026 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The four (4) separate lease periods that make up the total term of this Lease are as follows:

**First Lease Period:**       December 1, 2022 to November 30, 2023 (12 months)

**Second Lease Period:**   December 1, 2023 to November 30, 2024 (12 months)

**Third Lease Period:**     December 1, 2024 to November 30, 2025 (12 months)

**Fourth Lease Period:**   December 1, 2025 to November 30, 2026 (12 months)

### ARTICLE 2: RENT; PAYMENT OF RENT

- A. Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of \$100 for the First Lease Period.
- B. Rent Adjustments Following First Lease Period:** Following the First Lease Period, the rent will increase by \$25 for each additional annual Lease Period.

- C. **Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in full at the beginning of each lease period.
- D. **Place of Payment:** All rental payments must be made payable to Lessor and be hand delivered or mailed to the address provided, in writing, to Lessee by Lessor.

### ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf. **Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (i.e. ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this Lease and Lessee's failure to pay such amounts shall constitute a default hereunder..**

### ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

### ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of grazing cattle, together with all other purposes and activities usually and customarily associated with a cattle operation in Williamson County, Texas. Except as specifically authorized herein, lessee agrees to not use the Premises for any purpose other than for grazing of cattle or to alter the Premises, including clearing new roads, moving existing fences or erecting any new fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt the Premises or allow anyone else to do so. Only Lessee and Lessee's immediate family shall be permitted to fish the existing stock pond on the Property, and Lessee shall not allow anyone else to do so. Lessee may not place any other animal other than cattle on the premises. Thus, there shall be no bison or other form of livestock, including, but not limited to horses; mules; asses; sheep; goats; llamas; alpacas; exotic livestock, including elk and elk hybrids; and hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

## ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

## ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises.
- B. In relation to cattle operations, use the highest standards of animal husbandry in grazing the Premises, employing the best methods of ranching customarily practiced on in the area.
- C. Construct, keep, repair and maintain all fencing, either existing or constructed during the terms of this Lease, in such manner and condition so that such fencing is sufficient and adequate to restrain cattle that Lessee may place upon the Premises.
- D. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.
- E. Lessee assumes the risk of loss on all property and all improvements, including any crops or cattle, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.
- F. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.



**G.** To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

**H.** Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

**I.** In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

## **ARTICLE 8: LESSOR'S COVENANTS**

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

## **ARTICLE 9: INDEMNIFICATION & INSURANCE**

**A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND**

EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

**B. Insurance:** In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee shall, upon execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

#### **ARTICLE 10: DEFAULTS BY LESSEE**

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- A.** enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- B.** may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

- C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10<sup>th</sup>) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

#### **ARTICLE 11: DEFAULTS BY LESSOR**

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

#### **ARTICLE 12: VOLUNTARY TERMINATION**

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts owing as of the date of termination, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

#### **ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE**

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

#### **ARTICLE 14: LESSOR TO HAVE LIEN**

Lessor will have a lien against all goods, equipment and other personal property, other than cattle or grazing livestock, of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

#### **ARTICLE 15: RIGHT TO SELL**

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are assigned or sold by Lessor to a third party, the Lessor or its successor may terminate this Lease by providing Lessee with its election to terminate and, in such event, Lessee shall vacate the Premises no later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice of its election to terminate.

#### **ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE**

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

#### **ARTICLE 17: LIMITATIONS OF WARRANTIES**

**LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN,**

PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

#### **ARTICLE 18: CONDEMNATION**

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for

damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

## **ARTICLE 19: MISCELLANEOUS PROVISIONS**

**A. Gender, Number and Headings.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

**B. Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

**C. Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

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

**E. Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**F. No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

**G. Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**H. No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, that Lessor is not agreeing to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

**I. NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: Williamson County Auditor  
710 Main Street, Suite 101 Georgetown, Texas 78626

LESSEE: CHERYL RENAE BLAHA ARLDT  
At the address set forth on the signature page below.

**J. Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

**K. Day.** Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

**L. Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

[signature page follows]

**Lessor:**

Williamson County, Texas

By: \_\_\_\_\_

Printed Name: Bill Gravell, Jr., County Judge  
Address: 710 Main Street, Georgetown, Texas 78626

**Lessee:**

By:   
Cheryl Renae Blaha Arldt (Oct 27, 2022 12:30 MDT)  
Cheryl Renae Blaha Arldt

Address: 900 CR 388  
Jarrell, Texas 76537  
\_\_\_\_\_, \_\_\_\_



# EXHIBIT "C"

## DEED

Corridor D (Ronald Reagan Extension) 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 THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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 **CHERYL RENAE BLAHA ARLDT AND BRETT A. MALM** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 13.065- acre tract (569,105 square feet) of land situated in the B.D. Jones survey, abstract no. 354, Williamson County, Texas and being out of the remnant portion of the called 30.00-acre tract of land conveyed to Cheryl Renae Blaha Arldt, recorded in document no. 2020124250 of the official public records of Williamson County, Texas, as described in the sketch shown as Exhibit "A", attached hereto.

**SAVE AND EXCEPT, HOWEVER**, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Ronald Reagan Blvd (Corridor D).

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

*[signature page follows]*

**GRANTOR:**

\_\_\_\_\_  
Cheryl Renae Blaha Arldt

**ACKNOWLEDGMENT**

STATE OF WYOMING

§

§

COUNTY OF GOSHEN

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Cheryl Renae Blaha Arldt in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Wyoming

**GRANTOR:**

\_\_\_\_\_  
Brett A. Malm

**ACKNOWLEDGMENT**

STATE OF WYOMING

§

COUNTY OF GOSHEN

§

§

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2022 by Brett A. Malm in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Wyoming

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC  
309 East Main  
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

Williamson County, Texas  
Attn: County Auditor  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session****44.****Meeting Date:** 11/08/2022

Bud Stockton PUA

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with the John R. and Barbara S. Casey Living Trust, dated June 26, 2007, for 0.819 acres of right of way needed on the Bud Stockton project (Parcel 9). Funding; Road Bonds P307

**Background**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Contract

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/03/2022

**Reviewed By**

Becky Pruitt

**Date**

11/03/2022 11:05 AM

Started On: 11/02/2022 04:33 PM

**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES**

**STATE OF TEXAS**

§

Parcel No.: 9

§

**COUNTY OF WILLIAMSON**

§

Project: Bud Stockton Extension

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** ("County"), and **THE JOHN R. and BARBARA S. CASEY LIVING TRUST, DATED JUNE 26, 2007** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Bud Stockton Loop roadway extension and related appurtenances, drainage and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as "Exhibit A" and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **SEVENTY-SEVEN THOUSAND EIGHT HUNDRED FORTY and 00/100 Dollars (\$77,840.00)**. The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any.

The parties agree that the sum tendered represents 100% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the County has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment



for the difference and, upon written notice from the County, the Grantor will promptly refund the overpayment to the County.

3. The effective date of this Agreement will be December 2, 2022, (the "Effective Date").
4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered GT-2200955, issued June 17, 2022 by Texan Title Insurance Company/Longhorn Title (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

The above made warranties are made by Grantor and accepted by County subject the following:

- A. Visible and apparent easements not appearing of record;
  - B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
  - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date.
  6. This Agreement is made with the understanding that the County will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
  7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Any interest accrual penalties will be deferred by the County until 90 days after entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the County takes title to the Property.
11. Notwithstanding the acquisition of right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
13. It is agreed the County will record this document.
14. Other conditions: County shall not remove Grantor's existing boundary fencing within the Property prior to December 31, 2022.
15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: \_\_\_\_\_



At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

*[signature pages follow]*



**GRANTOR:**

THE JOHN R. and BARBARA S. CASEY LIVING TRUST, DATED JUNE 26, 2007

By: Barbara S. Casey, TTE  
John R. Casey, TTE  
Name: Barbara S. Casey, TTE  
John R. Casey TTE

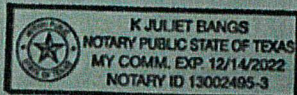
Its: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 2<sup>nd</sup> day of November, 2022 by John R. + Barbara S. Casey, in the capacity and for the purposes and consideration recited herein.



K. Juliet Bangs  
Notary Public, State of Texas  
Printed Name: K. Juliet Bangs  
My Commission Expires: 12/14/2022



**COUNTY:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on \_\_\_\_\_ by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**TENANT (IF APPLICABLE):**

\_\_\_\_\_

**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 herein.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires:

County: Williamson  
Parcel: 9  
Project: CR 305

Sept. 13, 2022  
Page 1 of 4

EXHIBIT A

PROPERTY DESCRIPTION FOR PARCEL 9

DESCRIPTION OF A 0.819 ACRE (35,686 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ELISHA DAVIS SURVEY, ABSTRACT NO. 172 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 40.89 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED TO JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST BY INSTRUMENT RECORDED IN DOCUMENT NO. 2020128973 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.819 ACRE (35,686 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" (Grid Coordinates determined as: N=10,277,297.56, E=3,143,949.02 TxSPC Zone 4203), set 52.00 feet left of C.R. 305 engineers baseline station 308+02.14 in the westerly boundary line of said remainder of the 40.89 acre tract, being the easterly line of that called 3.78 acre tract of land described in Warranty Deed to said John Robert Casey and Barbara Salomon Casey, Trustees of the John R. and Barbara S. Casey Living Trust by instrument recorded in Document No. 2020128975 of the Official Public Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, departing the easterly line of said 3.78 acre tract, through the interior of said remainder of the 40.89 acre tract the following five (5) courses:

- 1) **N 65°05'55" E**, for a distance of **306.11** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 70.37 feet left of C.R. 305 engineers baseline station 311+07.70, for an angle point;
- 2) **N 69°05'53" E**, for a distance of **186.54** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.56 feet left of C.R. 305 engineers baseline station 312+94.22, for an angle point;
- 3) **N 73°55'36" E**, for a distance of **59.40** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 62.98 feet left of C.R. 305 engineers baseline station 313+53.36, for an angle point;
- 4) **N 69°05'53" E**, for a distance of **325.53** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 59.80 feet left of C.R. 305 engineers baseline station 316+78.87, for an angle point;
- 5) **N 38°36'40" E**, for a distance of **54.81** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 87.15 feet left of C.R. 305 engineers baseline station 317+26.37, in the existing westerly Right-of-Way (ROW) line of County Road (C.R.) 344 (variable width ROW), being the easterly line of said remainder of the 40.89 acre tract, for the northeasterly corner of the herein described parcel;
- 6) **THENCE**, with the easterly boundary line of said remainder of the 40.89 acre tract, same being said existing westerly ROW line, **S 19°55'14" E**, for a distance of **62.81** feet to a calculated point at the intersection of the said existing C.R. 344 and the existing northerly ROW line of C.R. 305 (variable width ROW), same being the southeasterly corner of the remainder of said 40.89 acre tract, for the southeasterly corner of the herein described parcel;
- 7) **THENCE**, with said existing northerly ROW line of C.R. 305, being the southerly boundary line of said remainder of the 40.89 acre tract, **S 68°38'31" W** for a distance of **922.63** feet to a 1/2" iron rod found, being the southeasterly corner of said 3.78 acre tract, for the southwesterly corner of said remainder of the 40.89 acre tract and the herein described parcel;



County: Williamson  
Parcel: 9  
Project: CR 305

Sept. 13, 2022  
Page 2 of 4

- 8) **THENCE**, departing said existing ROW line, with the common line of said 3.78 acre and said remainder of the 40.89 acre tract **N 21°16'41" W** for a distance of **25.99** feet to the **POINT OF BEGINNING**, containing 0.819 acres (35,686 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*20 SEP 2022*

M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681

Date

S:\PAPE-DAWSON\CR 305\PARCELS\PARCEL 9\PARCEL 9-CASEY.docx



# PLAT TO ACCOMPANY PARCEL DESCRIPTION

Exhibit "A"

JOHN ROBERT CASEY  
AND BARBARA  
SALOMON CASEY, TRUSTEES  
OF THE JOHN R. AND  
BARBARA S. CASEY  
LIVING TRUST  
3.78 ACRES  
DOC. NO. 2020128975  
O.P.R.W.C.T.

ELISHA DAVIS SURVEY  
ABSTRACT No. 172

GTE SOUTHWEST INCORPORATED  
5' EASEMENT & RIGHT OF WAY  
VOL. 2627, PG. 150  
O.R.W.C.T.

| NO.  | DIRECTION     | DISTANCE |
|------|---------------|----------|
| L1   | N73°55'36"E   | 59.40'   |
| L2   | N38°36'40"E   | 54.81'   |
| L3   | S19°55'14"E   | 62.81'   |
| L4   | N21°16'41"W   | 25.99'   |
| L5   | N68°42'31"E   | 93.70'   |
| (L5) | (N70°43'23"E) | (93.70') |

P.O.B.

GRID COORDINATES:  
N=10,277,297.56  
E=3,143,949.02  
STA. 308+02.14  
52.00' LT

PC 681+92.29

JOHN ROBERT CASEY AND  
BARBARA SALOMON CASEY, TRUSTEES  
OF THE JOHN R. AND  
BARBARA S. CASEY LIVING TRUST  
REMAINDER OF 40.89 ACRES  
DOC. NO. 2020128973  
O.P.R.W.C.T.

STA. 313+53.36  
62.98' LT

STA. 317+26.37  
87.15' LT

STA. 312+94.22  
68.56' LT

0.819 AC.  
35,686 SQ. FT.

STA. 316+78.87  
59.80' LT

N65°05'55"E 306.11'

N69°05'53"E 186.54'

N69°05'53"E 325.53'

PROPOSED R.O.W.

(S70°37'36"W 923.14')

S68°38'31"W 922.63'

EXISTING R.O.W.

C.R. 305  
(R.O.W. WIDTH VARIES)

C.R. 305 ENGINEER'S BASELINE

OSTENSIBLE SURVEY LINE

WILLIAMSON COUNTY  
2,706 SQUARE FEET  
DOC. NO. 2008033918  
O.P.R.W.C.T.

WILLIAMSON COUNTY  
0.3178 ACRES  
DOC. NO. 2008033916  
O.P.R.W.C.T.

JAMES ROEBUCK SURVEY  
ABSTRACT No. 527

09/13/22



PARCEL PLAT SHOWING PROPERTY OF  
JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES  
OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST

SCALE  
1" = 100'

PROJECT  
COUNTY ROAD 305

COUNTY  
WILLIAMSON

PARCEL 9  
0.819 ACRES  
35,686 Sq. Ft.

PAGE 3 OF 4



# LEGEND

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

Exhibit "A"

- IRON ROD WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY" SET
- ⊙ IRON ROD WITH PLASTIC OR  
ALUMINUM CAP FOUND - AS NOTED
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ▲ MAG NAIL FOUND
- P— PROPERTY LINE
- Z— DENOTES COMMON OWNERSHIP  
LINE BREAK

- P.O.B. POINT OF BEGINNING
- ( ) RECORD INFORMATION
- P.R.W.C.T. PLAT RECORDS  
WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS  
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS  
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS  
WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200955, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JUNE 09, 2022, ISSUE DATE JUNE 17, 2022.

10A. EASEMENT TO TEXAS POWER AND LIGHT COMPANY, RECORDED IN VOLUME 235, PAGE 53, OF THE DEED RECORDS OF WILLIAMSON, COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

E. EASEMENT AND RIGHT-OF-WAY TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST RECORDED IN VOL. 1246, PG. 350, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

F. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 1737, PAGE 898, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

G. EASEMENT AND RIGHT-OF-WAY TO GTE SOUTHWEST INCORPORATED RECORDED IN VOLUME 2627, PAGE 150, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 96015929, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

I. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS TO BARTLETT ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NO. 96015930, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

J. EASEMENT TO JOHN R. CASEY AND BARBARA S. CASEY RECORDED IN DOCUMENT NO. 96061062, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

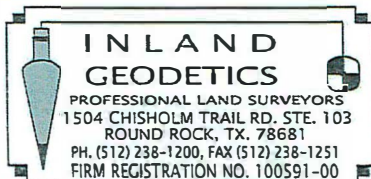
K. TERMS, PROVISIONS AND STIPULATIONS OF ROAD MAINTENANCE AGREEMENT RECORDED IN DOCUMENT NO. 96061063, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT  
AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED  
BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT  
SUPERVISION.



M. STEPHEN TRUESDALE DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 78681

09/13/22



PARCEL PLAT SHOWING PROPERTY OF  
**JOHN ROBERT CASEY AND BARBARA SALOMON CASEY, TRUSTEES  
OF THE JOHN R. AND BARBARA S. CASEY LIVING TRUST**

SCALE  
1" = 100'

PROJECT  
COUNTY ROAD 305

COUNTY  
WILLIAMSON

PARCEL 9  
0.819 ACRES  
35,686 Sq. Ft.

PAGE 4 OF 4



**Commissioners Court - Regular Session****45.****Meeting Date:** 11/08/2022

Future Count Road Contract

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and take appropriate action on a real estate contract with Samsung Austin Semiconductor, LLC for 1.533 acres and 52.689 acres of ROW needed on the Future County Road project. (Parcel 12 and 14) Funding Source: Road Bonds P390.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

Contract

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/03/2022

**Reviewed By**

Becky Pruitt

**Date**

11/03/2022 10:23 AM

Started On: 11/03/2022 10:02 AM

## **REAL ESTATE CONTRACT**

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SAMSUNG AUSTIN SEMICONDUCTOR, LLC** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain approximately 52.689 acres of land being more fully described by metes and bounds as Parcel 12 in Exhibit A attached hereto and incorporated herein, and

All of that certain approximately 1.533 acres of land being more fully described by metes and bounds as Parcel 14 in Exhibit "A", attached hereto and incorporated herein, and together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" and "B" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.1. The Purchase Price for the Property shall be the sum of ONE MILLION THREE HUNDRED AND FOUR THOUSAND, SIX HUNDRED AND SIXTY-SIX DOLLARS (\$1,304,666).

#### **Payment of Purchase Price**

2.2. The Purchase Price shall be payable in cash at the Closing.

**ARTICLE III  
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES OF SELLER**

NONE.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Heritage Title Company of Austin, 401 Congress Avenue, Suite 1500, Austin, Texas 78701 on or before October 15, 2022, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

### Seller's Obligations at Closing

#### 5.2. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Purchaser in fee simple to all of the Property described in Exhibit "A", free and clear of any and all 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; and
- (b) Any exceptions approved by Purchaser in writing.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Purchaser's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable;
- (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"; and
- (d) Deliver to Purchaser possession of the Property if not previously done.

### Purchaser's Obligations at Closing

#### 5.3. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price (100%).

#### Prorations

5.4. 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 but shall otherwise be the obligation of Purchaser to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Purchaser to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party 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 enforce specific performance of this Contract as its exclusive remedy

#### **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 amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### **Notice**

8.1. Any notice required or permitted to be delivered hereunder shall be deemed received when forty-eight (48) hours after being 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**

8.2. 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**

8.3. 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**

8.4. 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**

8.5. 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**

8.6. Time is of the essence in this Contract.

#### Gender

8.7. 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

8.8. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

#### Compliance

8.9 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 Purchaser, Texas which date is indicated beneath the County Judge's signature below.

#### Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

*[signature page follows]*

**SELLER:**

SAMSUNG AUSTIN SEMICONDUCTOR, LLC

By: 

Name: Sang Sup Jeong

Title: President

Date: November 2, 2022

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Date: \_\_\_\_\_



## EXHIBIT "A"

County: Williamson  
Parcel No.: 12  
Highway: C.R. 401/404  
Limits: From: FM 973  
To: Intersection of US 79

Page 1 of 4  
June 24, 2022

### PROPERTY DESCRIPTION FOR PARCEL 12

DESCRIPTION OF A 1.533 ACRE (66,767 SQ. FT.) PARCEL OF LAND LOCATED IN THE H.Y. & B.R.R. CO. SURVEY NO. 2, ABSTRACT NO. 634, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.57 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 3, 2021 IN DOCUMENT NO. 2021184352, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.533 ACRE (66,767 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 5/8-inch iron rod with a plastic cap stamped "Bryan Tech Services" found 68.85 feet left of County Road 404 (C.R. 404) Engineer's Centerline Station (E.C.S.) 228+30.41 on the existing north right-of-way line of C.R. 404, a variable width right-of-way as described to Williamson County in Volume 361, Page 175, Deed Records of Williamson County, Texas (D.R.W.C.TX.), for the southeast corner of a called 2.00 acre tract of land, described in a deed to Samsung Austin Semiconductor, LLC, recorded in Document No. 2021184507, O.P.R.W.C.TX., from which a 5/8-inch iron rod with a plastic cap stamped "Bryan Tech Services" found for the northeast corner of said 2.00 acre tract bears N 07°49'03" E, a distance of 53.26 feet;

**THENCE** S 54°51'34" E, departing the existing north right-of-way line of said C.R. 404, over and across said C.R. 404, a distance of 131.97 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,171,022.32, E=3,204,927.75) set 8.29 feet left of C.R. 404 E.C.S. 229+47.67 at the intersection of the existing south right-of-way line of said C.R. 404 and the proposed south right-of-way line of C.R. 404, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 82°05'50" E, departing the proposed south right-of-way line of said C.R. 404, with the existing south right-of-way line of said C.R. 404, a distance of 799.77 feet to a calculated point at the intersection of the existing south right-of-way line of said C.R. 404 and the existing west right-of-way line of Farm to Market Road 973 (F.M. 973), a 200 foot wide right-of-way, recorded in Volume 1717, Page 543, D.R.W.C.TX., as depicted in TxDOT right-of-way strip map CSJ No. 2295-01-007, dated 1992, for the northeast corner of said 100.57 acre tract and the parcel described herein;

2) **THENCE** S 07°26'52" W, departing the existing south right-of-way line of said C.R. 404, with the existing west right-of-way line of said F.M. 973, a distance of 289.58 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 282.35 feet right of C.R. 404 E.C.S. 237+49.35 on the proposed south right-of-way line of said C.R. 404, for the southeast corner of the parcel described herein;

## EXHIBIT “A”

County: Williamson  
Parcel No.: 12  
Highway: C.R. 401/404  
Limits: From: FM 973  
To: Intersection of US 79

Page 2 of 4  
June 24, 2022

**THENCE** departing the existing west right-of-way line of said F.M. 973, with the proposed south right-of-way line of said C.R. 404, over and across said 100.57 acre tract, the following three (3) courses and distances numbered 3-5:

- 3) N 07°32'23" W, a distance of 222.30 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 404 E.C.S. 236+90.45, for an interior corner of the parcel described herein,
- 4) N 82°10'24" W, a distance of 742.76 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of C.R. 404 E.C.S. 229+47+68, for the southwest corner of the parcel described herein, and
- 5) N 07°49'03" E, a distance of 76.29 feet to the **POINT OF BEGINNING**, and containing 1.533 acres (66,767 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

### Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

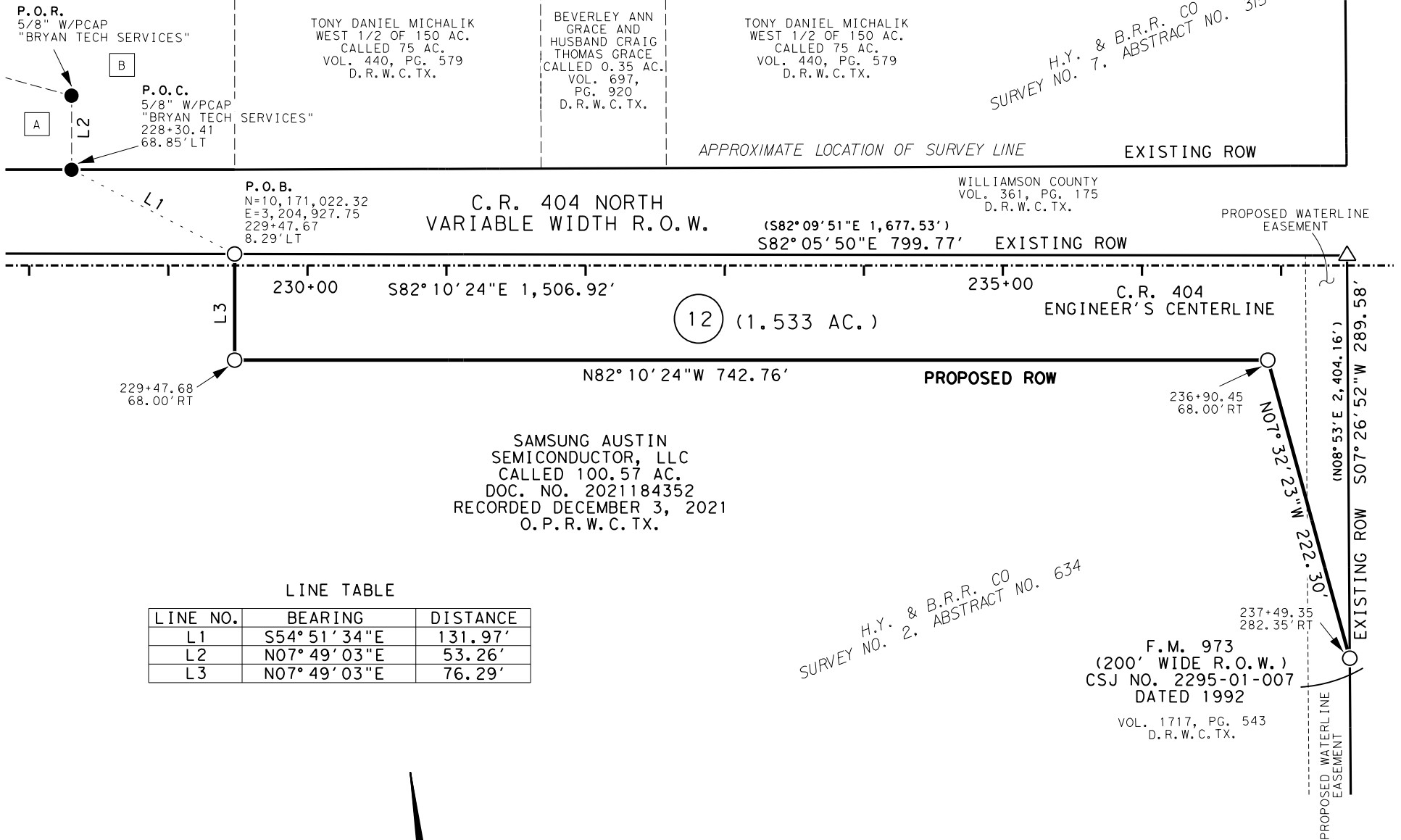
# Preliminary

06/24/2022 10:50:08 AM

**SURVEYING AND MAPPING, LLC**  
**4801 Southwest Pkwy**  
**Building Two, Suite 100**  
**Austin, Texas 78735**  
**TX. Firm No. 10064300**

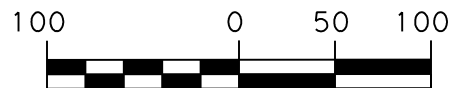
Scott C. Brashear  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

# EXHIBIT "A"



LINE TABLE

| LINE NO. | BEARING     | DISTANCE |
|----------|-------------|----------|
| L1       | S54°51'34"E | 131.97'  |
| L2       | N07°49'03"E | 53.26'   |
| L3       | N07°49'03"E | 76.29'   |



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\12\PLAT\03\P-12\_PART\_1.dgn

|          |            |         |           |           |                  |
|----------|------------|---------|-----------|-----------|------------------|
| EXISTING | 100.57 AC. | ACQUIRE | 1.533 AC. | REMAINING | 99.037 AC. RIGHT |
|----------|------------|---------|-----------|-----------|------------------|



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  
SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
PARCEL 12  
1.533 AC. (66,767 SQ. FT.)

PAGE 3 OF 4  
REF. FIELD NOTE NO. 48903

# LEGEND

# EXHIBIT "A"

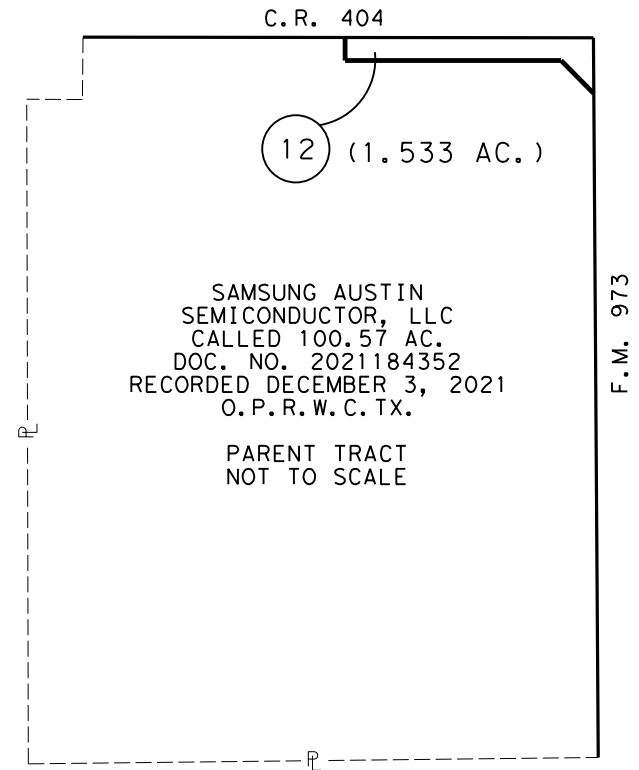
- 5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C. TX. DEED RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- O.R.W.C. TX. OFFICIAL RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. TX. OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- 1 --- DISTANCE NOT TO SCALE
- 1 --- DEED LINE (COMMON OWNERSHIP)

A

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 2.000 AC.  
DOC. NO. 2021184507  
O.P.R.W.C. TX.

B

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 140.37 AC.  
DOC. NO. 2021184511  
O.P.R.W.C. TX.



## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
  2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  3. C.R. 404 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2021.
  4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- \* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

# Preliminary

06/24/2022 10:50:16 AM

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\12\PLAT\03\P-12\_PART\_1.dgn

|          |            |         |           |           |                  |
|----------|------------|---------|-----------|-----------|------------------|
| EXISTING | 100.57 AC. | ACQUIRE | 1.533 AC. | REMAINING | 99.037 AC. RIGHT |
|----------|------------|---------|-----------|-----------|------------------|



4801 Southwest Parkway  
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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
PARCEL 12  
1.533 AC. (66,767 SQ. FT.)

PAGE 4 OF 4  
REF. FIELD NOTE NO. 48903

## EXHIBIT "A"

County: Williamson  
Parcel No.: 14  
Highway: Future County Road  
Limits: From: C.R. 404  
To: F.M. 973

Page 1 of 16  
June 23, 2022

### PROPERTY DESCRIPTION FOR PARCEL 14

DESCRIPTION OF A 52.689 ACRE (2,295,133 SQ. FT.) PARCEL OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY NO. 1, ABSTRACT NO. 318, THE H.T. & B.R.R. CO. SURVEY NO. 2, ABSTRACT NO. 636, AND IN THE JACOB EBBERLY SURVEY, ABSTRACT NO. 923, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 23.58 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 6, 2021 IN DOCUMENT NO. 2021184841, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), A PORTION OF A CALLED 33.62 ACRE TRACT OF LAND, DESCRIBED AS TRACT 1 PARCEL A IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 6, 2021 IN DOCUMENT NO. 2021184917, O.P.R.W.C.TX., A PORTION OF A CALLED 159.14 ACRE TRACT OF LAND, DESCRIBED AS TRACT 2 IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 3, 2021 IN DOCUMENT NO. 2021184492, O.P.R.W.C.TX., AND A PORTION OF A CALLED 11.02 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SAMSUNG AUSTIN SEMICONDUCTOR, LLC, RECORDED DECEMBER 3, 2021 IN DOCUMENT NO. 2021184141, O.P.R.W.C.TX.; SAID 52.689 ACRE (2,295,133 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 TXDOT Type II Bronze Disk in concrete found 149.79 feet left of Future County Road Engineer's Centerline Station (E.C.S.) 372+41.47 on the existing west right-of-way line of F.M. 973, a variable width right-of-way, no record information found, and as depicted in TXDOT right-of-way strip map CSJ No. 2295-01-012, same being the east line of said 11.02 acre tract;

**THENCE** S 07°26'52" W, with the existing west right-of-way line of said F.M. 973, a distance of 15.95 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,167,530.84, E=3,205,319.20) set 107.82 feet left of Future County Road E.C.S. 372+62.67 on the proposed north right-of-way line of Future County Road, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 07°26'52" W, departing the proposed north right-of-way line of said Future County Road, continuing with the existing west right-of-way line of said F.M. 973, a distance of 201.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of Future County Road E.C.S. 372+42.59, for the northeast corner of a remainder of a called 100.43 acre tract of land, described in a deed to Howard E. Teichelman, Jr. and Margaret Teichelman, husband and wife, recorded in Document No. 2011011311, O.P.R.W.C.TX., same being the southeast corner of said 11.02 acre tract and the parcel described herein,

2) **THENCE** N 82°15'31" W, departing the existing west right-of-way line of said F.M. 973, with the common line of said 11.02 acre tract and said remainder of a called 100.43 acre tract, passing at a distance of 1,906.35 feet a 1/2-inch iron rod found on the north line of a called 93.583 acre tract of land described in a deed to M. Moore Family Farms, LLC, a Texas Limited Liability Company, recorded in Document No. 2018097226, O.P.R.W.C.TX., for the southwest corner of said 11.02 acre tract, same being the southeast corner of said 159.14 acre tract, and continuing with the common line of said 159.14 acre tract and said 95.583 acre tract for a total distance of 3,839.74 feet to a 1/2-inch iron rod found 68.00 feet right of Future County Road E.C.S. 334+02.85 on the east line of said 33.62 acre tract, for the northwest corner of said 95.583 acre tract, same being the southwest corner of said 159.14 acre tract,

## EXHIBIT "A"

County: Williamson  
Parcel No.: 14  
Highway: Future County Road  
Limits: From: C.R. 404  
To: F.M. 973

Page 2 of 16  
June 23, 2022

**THENCE** departing the common line of said 159.14 acre tract and said 95.583 acre tract, with the common line of said 33.62 acre tract and said 93.583 acre tract, the following two (2) courses and distances numbered 3-4:

- 3) S 07°05'56" W a distance of 204.65 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 272.64 feet right of Future County Road E.C.S. 334+05.14, on the proposed south right-of-way line of said Future County Road, and
- 4) S 07°05'56" W a distance of 638.67 to a 2-inch iron pipe found 911.28 feet right of Future County Road E.C.S. 334+12.30 for the most easterly northeast corner of a called 242.54 acre tract of land, described in a deed to Billy R. Trimble and Wife, Betty O' Brien Trimble, recorded in Volume 2420, Page 29, Official Public Records of Williamson County, Texas (O.R.W.C.TX.), same being the southeast corner of said 33.62 acre tract.

**THENCE** departing the common line of said 33.62 acre tract and said 93.583 acre tract, with the common line of said 33.62 acre tract and said 242.54 acre tract, the following three (3) courses and distances numbered 5-7:

- 5) N 39°26'26" W a distance of 834.63 feet to a calculated point 263.22 feet right of Future County Road E.C.S. 327+90.34,
- 6) N 34°42'12" W a distance of 91.02 feet to a calculated point 196.52 feet right of Future County Road E.C.S. 327+34.62, and
- 7) S 84°59'48" W a distance of 145.56 feet to a calculated point 230.80 feet right of Future County Road E.C.S. 325+93.15, for the most northerly northeast corner of said 242.54 acre tract, same being the most easterly northeast corner of a called 23.63 acre tract of land, described in a deed to John William Wilder, recorded in Volume 2406, Page 378, O.R.W.C.TX., being further described in Volume 547, Page 614, Deed Records of Williamson County, Texas (D.R.W.C.TX.)

**THENCE** departing the common line of said 33.62 acre tract and said 242.54 acre tract, along the common line of said 33.62 acre tract and said 26.63 acre tract, the following three (3) courses and distances numbered 8-10:

- 8) N 82°12'12" W a distance of 424.84 feet to a calculated point 236.86 feet right of Future County Road E.C.S. 321+68.35, same being the southwest corner of said 33.62 acre tract,
- 9) N 07°29'13" E a distance of 37.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 199.84 feet right of Future County Road E.C.S. 321+67.62, on the south proposed right-of-way of Future County Road, and
- 10) N 07°29'13" E a distance of 105.40 feet to a calculated point 94.45 feet right of Future County Road E.C.S. 321+65.54, for the most northerly northeast corner of said 26.63 acre tract and the southeast corner of said 23.58 acre tract.

## EXHIBIT "A"

County: Williamson  
Parcel No.: 14  
Highway: Future County Road  
Limits: From: C.R. 404  
To: F.M. 973

Page 3 of 16  
June 23, 2022

11) **THENCE** N 81°50'40" W, departing the common line of said 33.62 acre tract and said 26.63 acre tract, with the common line of said 23.58 acre tract and said 26.63 acre tract, a distance of 2,604.68 feet to a railroad spike found 115.31 feet right of Future County Road E.C.S. 295+60.94 on the existing east right-of-way line of C.R. 404, a variable width right-of-way as described to Williamson County in Volume 393, Page 118, for the northwest corner of said 26.63 acre tract, same being the southwest corner of said 23.58 acre tract and the parcel described herein,

12) **THENCE** N 07°34'33" E, departing the common line of said 26.63 acre tract and said 23.58 acre tract, with the existing east right-of-way line of said C.R. 404, a distance of 288.15 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 172.79 feet left of Future County Road E.C.S. 295+55.72, on the proposed north right-of-way line of said Future County Road, for the northwest corner of the parcel described herein.

13) **THENCE** S 82°12'22" E departing the existing right-of-way line of said C.R. 404, with the proposed north right-of-way line of said Future County Road, over and across said 23.58 acre tract, said 33.62 acre tract, said 159.14 acre tract, and said 11.02 acre tract, a distance of 7,675.80 feet to the **POINT OF BEGINNING**, and containing 52.689 acres (2,295,133 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

# Preliminary

06/23/2022 3:19:30 PM

**SURVEYING AND MAPPING, LLC**  
**4801 Southwest Pkwy**  
**Building Two, Suite 100**  
**Austin, Texas 78735**  
**TX. Firm No. 10064300**

Scott C. Brashear  
Registered Professional Land Surveyor  
No. 6660 – State of Texas

# EXHIBIT "A"

## LINE TABLE

| LINE NO. | BEARING        | DISTANCE |
|----------|----------------|----------|
| L1       | S07° 26' 52" W | 15.95'   |

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 35.18 AC.  
DOC. NO. 2021183985  
O.P.R.W.C. TX.

JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

P.O.C.  
372+41.47  
149.79' LT

S82° 12' 22" E 7,675.80'

PROPOSED WATERLINE EASEMENT

PROPOSED ROW

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 11.02 AC.  
RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184141  
O.P.R.W.C. TX.

P.O.B.  
N=10,167,530.84  
E=3,205,319.20  
372+62.67  
107.82' LT

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S82° 15' 31" E 3,939.71'

14 (52.689 AC.)  
FUTURE COUNTY ROAD

370+00

(N82° 16' 01" W 1,907.29')

1,906.35'

N82° 15' 31" W 3,839.74'

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED  
LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O.P.R.W.C. TX.

HOWARD E. TEICHELMAN, JR. AND  
MARGARET TEICHELMAN, HUSBAND AND WIFE  
REMAINDER OF A  
CALLED 100.43 AC.  
DOC. NO. 2011011311  
O.P.R.W.C. TX.

(S07° 23' 06" W 252.02')

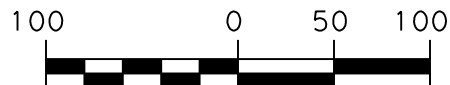
S07° 26' 52" W 201.84'

EXISTING ROW

372+42.59  
68.00' RT

F.M. 973  
(VARIABLE WIDTH R.O.W.)  
NO RECORD INFORMATION FOUND  
CSJ: 2295-01-012

EXISTING ROW



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_1.dgn  
PAGE 4 OF 16  
REF. FIELD NOTE NO. 49244

|          |            |         |            |           |                  |
|----------|------------|---------|------------|-----------|------------------|
| EXISTING | 227.36 AC. | ACQUIRE | 52.689 AC. | REMAINING | 174.671 AC. LEFT |
|          |            |         |            | REMAINING | 0.000 AC. RIGHT  |



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  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)



JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

# EXHIBIT "A"

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 35.18 AC.  
DOC. NO. 2021183985  
O.P.R.W.C. TX.

PROPOSED WATERLINE EASEMENT

S82° 12' 22"E 7,675.80'

PROPOSED ROW

14 (52.689 AC.)  
FUTURE COUNTY ROAD

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 11.02 AC.  
RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184141  
O.P.R.W.C. TX.

S82° 15' 31"E 892.47'

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S82° 15' 31"E 3,939.71'

360+00

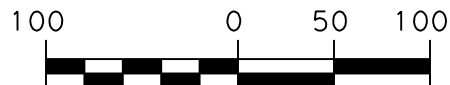
365+00

(N82° 16' 01"W 1,907.29')

1,906.35'

N82° 15' 31"W 3,839.74'

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O.P.R.W.C. TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_2.dgn  
PAGE 5 OF 16  
REF. FIELD NOTE NO. 49244

|          |            |         |            |           |                  |
|----------|------------|---------|------------|-----------|------------------|
| EXISTING | 227.36 AC. | ACQUIRE | 52.689 AC. | REMAINING | 174.671 AC. LEFT |
|          |            |         |            | REMAINING | 0.000 AC. RIGHT  |



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  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

MATCH SHEET 6 OF 16

MATCH SHEET 4 OF 16

# EXHIBIT "A"

JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 2  
CALLED 159.14 AC.  
RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184492  
O. P. R. W. C. TX.

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 35.18 AC.  
DOC. NO. 2021183985  
O. P. R. W. C. TX.

PROPOSED WATERLINE EASEMENT

S82° 12' 22" E 7,675.80'

PROPOSED ROW

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 11.02 AC.  
RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184141  
O. P. R. W. C. TX.

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S82° 15' 31" E 3,939.71'

350+00

14

(52.689 AC.)  
FUTURE COUNTY ROAD

355+00

(N82° 16' 01" W 1,933.26')

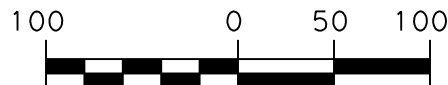
(N82° 16' 01" W 1,907.29')

1,933.39'

1,906.35'

N82° 15' 31" W 3,839.74'

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O. P. R. W. C. TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_1.dgn  
PAGE 6 OF 16  
REF. FIELD NOTE NO. 49244

|          |            |         |            |           |                  |
|----------|------------|---------|------------|-----------|------------------|
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|          |            |         |            | REMAINING | 0.000 AC. RIGHT  |



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PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

EXHIBIT "A"

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TRACT 2  
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RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184492  
O.P.R.W.C. TX.

PROPOSED WATERLINE EASEMENT

S82° 12' 22" E 7,675.80'

PROPOSED ROW

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S82° 15' 31" E 3,939.71'

340+00

14

(52.689 AC.)

345+00

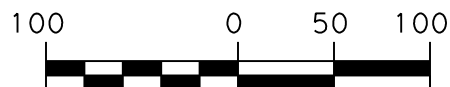
FUTURE COUNTY ROAD

(N82° 16' 01" W 1,933.26')

1,933.39'

N82° 15' 31" W 3,839.74'

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O.P.R.W.C. TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



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PAGE 7 OF 16  
REF. FIELD NOTE NO. 49244

|          |            |         |            |           |                  |
|----------|------------|---------|------------|-----------|------------------|
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|          |            |         |            | REMAINING | 0.000 AC. RIGHT  |



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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

H.T. & B.R.R. CO  
SURVEY NO. 1,318  
ABSTRACT NO.

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 1 PARCEL A  
CALLED 33.62 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184917  
O.P.R.W.C. TX.

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Sta 332+46.51  
N = 10,167,965.10  
E = 3,201,324.24  
Δ = 14°54'53.58" (RT)  
D = 04°46'28.73"  
L = 312.38'  
T = 157.08'  
R = 1,200.00'  
PC Sta 330+90.33  
PT Sta 334+02.71

EXHIBIT "A"

H.Y. & B.R.R. CO  
SURVEY NO. 2,636  
ABSTRACT NO.

JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 2  
CALLED 159.14 AC.  
RECORDED DECEMBER 3, 2021  
DOC. NO. 2021184492  
O.P.R.W.C. TX.

PROPOSED WATERLINE EASEMENT

S82°12'22"E 7,675.80'

PROPOSED ROW

PRC 330+90.33

331+00

PT 334+02.71

335+00

S82°15'31"E 3,939.71' ENGINEER'S CENTERLINE

14 (52.689 AC.)  
FUTURE COUNTY ROAD

(N82°16'01"W 1,933.26')

1,933.39'

N82°15'31"W 3,839.74'

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O.P.R.W.C. TX.

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Sta 329+25.00  
N = 10,167,924.71  
E = 3,201,003.32  
Δ = 15°47'17.15" (LT)  
D = 04°46'28.73"  
L = 330.67'  
T = 166.39'  
R = 1,200.00'  
PC Sta 327+59.67  
PT Sta 330+90.33

PROPOSED ROW

334+02.85  
68.00' RT

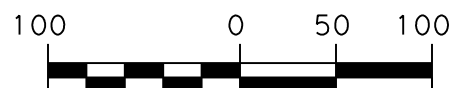
S07°05'56"W 204.65'  
(S07°05'14"W 843.78')

334+05.14  
272.64' RT

MATCH SHEET 9 OF 16

PAGE 8 OF 16  
REF. FIELD NOTE NO. 49244

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01P-14\_1.dgn



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS

| EXISTING | 227.36 AC. | ACQUIRE | 52.689 AC. | REMAINING | 174.671 AC. LEFT |
|----------|------------|---------|------------|-----------|------------------|
|          |            |         |            | REMAINING | 0.000 AC. RIGHT  |



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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

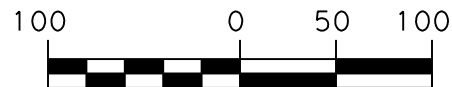
MATCH SHEET 10 OF 16

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 1 PARCEL A  
CALLED 33.62 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184917  
O. P. R. W. C. TX.

14 (52.689 AC.)  
FUTURE COUNTY ROAD

H.T. & B.R.R. CO  
SECTION NO. 1, ABSTRACT NO. 318

BILLY B. TRIMBLE AND  
WIFE, BETTY O'BRIEN TRIMBLE  
CALLED 242.54 AC.  
VOL. 2420, PG. 29  
O. R. W. C. TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



S07°05'56"W 638.67'  
(S07°05'14"W 843.78')

APPROXIMATE LOCATION OF SURVEY LINE

334+12.30  
911.28' RT  
(2" IRON PIPE)

H.Y. & B.R.R. CO  
SURVEY NO. 2.  
ABSTRACT NO. 636

JACOB EBBERLY SURVEY  
ABSTRACT NO. 923

M. MOORE FAMILY FARMS, LLC,  
A TEXAS LIMITED LIABILITY COMPANY  
CALLED 93.583 AC.  
DOC. NO. 2018097226  
O. P. R. W. C. TX.

APPROXIMATE LOCATION OF SURVEY LINE

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_3.dgn  
PAGE 9 OF 16  
REF. FIELD NOTE NO. 49244

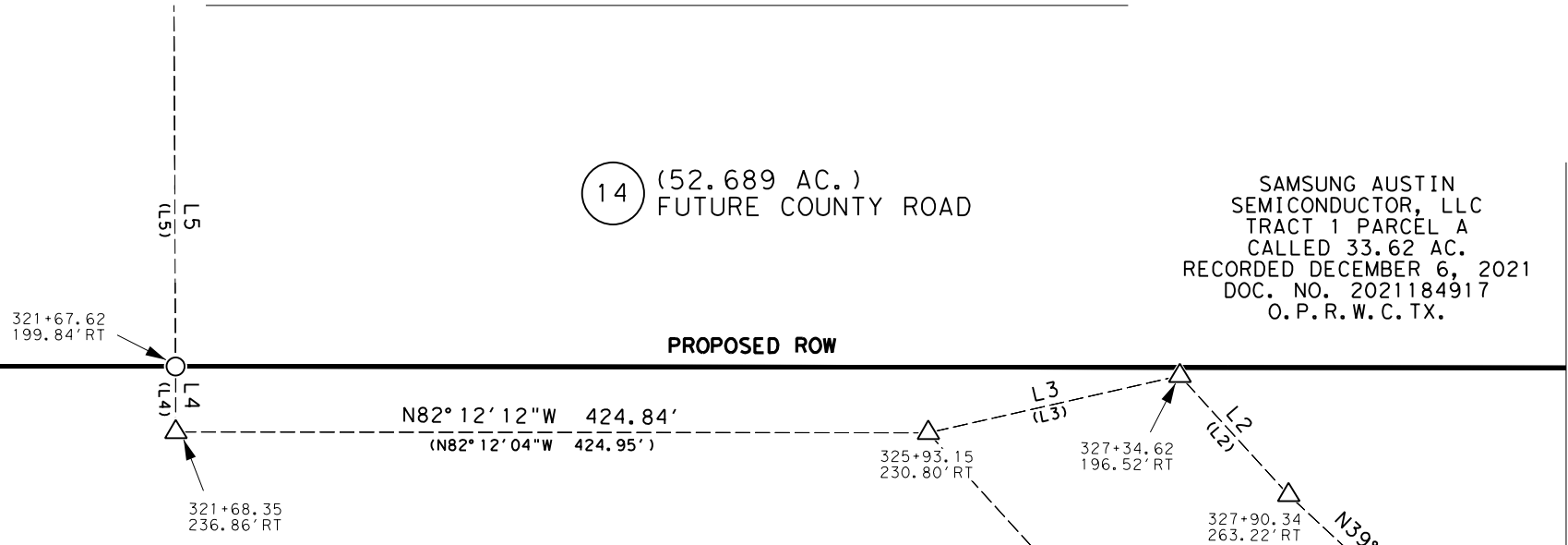
|          |            |         |            |           |                  |
|----------|------------|---------|------------|-----------|------------------|
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|          |            |         |            | REMAINING | 0.000 AC. RIGHT  |



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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

EXHIBIT "A"  
MATCH SHEET 11 OF 16



JOHN WILLIAM WILDER  
CALLED 23.63 AC.  
VOL. 2406, PG. 378  
O.R.W.C. TX.

FURTHER DESCRIBED  
VOL. 547, PG. 614  
D.R.W.C. TX.

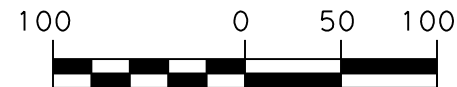
LINE TABLE

| LINE NO. | BEARING     | DISTANCE |
|----------|-------------|----------|
| L2       | N34°42'12"W | 91.02'   |
| (L2)     | N34°42'04"W | 91.04'   |
| L3       | S84°59'48"W | 145.56'  |
| (L3)     | S84°59'56"W | 145.60'  |
| L4       | N07°29'13"E | 37.03'   |
| L5       | N07°29'13"E | 105.40'  |

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 1 PARCEL A  
CALLED 33.62 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184917  
O.P.R.W.C. TX.

BILLY B. TRIMBLE AND  
WIFE, BETTY O'BRIEN TRIMBLE  
CALLED 242.54 AC.  
VOL. 2420, PG. 29  
O.R.W.C. TX.

H.T. & B.R.R. CO  
SURVEY NO. 1,318  
ABSTRACT NO.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS

FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_4.dgn  
PAGE 10 OF 16  
REF. FIELD NOTE NO. 49244

|          |            |         |            |           |                  |
|----------|------------|---------|------------|-----------|------------------|
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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

MATCH SHEET 9 OF 16

# EXHIBIT "A"

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 29.87 AC.  
DOC. NO. 2021183753  
O.P.R.W.C. TX.

H.T. & B.R.R. CO  
SURVEY NO. 1,318  
ABSTRACT NO.

ENGINEER'S CENTERLINE  
CURVE DATA  
PI Sta 329+25.00  
N = 10,167,924.71  
E = 3,201,003.32  
Δ = 15°47'17.15" (LT)  
D = 04°46'28.73"  
L = 330.67'  
T = 166.39'  
R = 1,200.00'  
PC Sta 327+59.67  
PT Sta 330+90.33

PROPOSED WATERLINE EASEMENT S82°12'22"E 7,675.80'

PROPOSED ROW

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 23.58 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184841  
O.P.R.W.C. TX.

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
TRACT 1 PARCEL A  
CALLED 33.62 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184917  
O.P.R.W.C. TX.

14 (52.689 AC.)  
FUTURE COUNTY ROAD

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

PC 327+59.67  
S81°23'07"E 3,759.67'  
325+00 329+00

## LINE TABLE

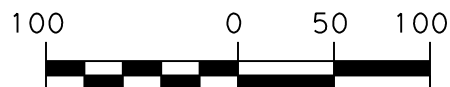
| LINE NO. | BEARING     | DISTANCE  |
|----------|-------------|-----------|
| L5       | N07°29'13"E | 105.40'   |
| L6       | N81°50'40"W | 2,604.68' |

321+65.54  
94.45'RT

JOHN WILLIAM WILDER  
CALLED 23.63 AC.  
VOL. 2406, PG. 378  
O.R.W.C. TX.

FURTHER DESCRIBED  
VOL. 547, PG. 614  
D.R.W.C. TX.

MATCH SHEET 10 OF 16



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_2.dgn  
PAGE 11 OF 16  
REF. FIELD NOTE NO. 49244

|          |            |         |            |           |                  |
|----------|------------|---------|------------|-----------|------------------|
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|          |            |         |            | REMAINING | 0.000 AC. RIGHT  |



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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

MATCH SHEET 12 OF 16

MATCH SHEET 8 OF 16

# EXHIBIT "A"

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 29.87 AC.  
DOC. NO. 2021183753  
O.P.R.W.C.TX.

H.T. & B.R.R. CO  
SURVEY NO. 1,318  
ABSTRACT NO. 318

PROPOSED WATERLINE EASEMENT

S82°12'22"E 7,675.80'

PROPOSED ROW

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 23.58 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184841  
O.P.R.W.C.TX.

S81°23'07"E 3,759.67'

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

315+00

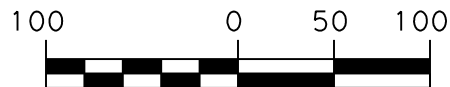
320+00

(14) (52.689 AC.)  
FUTURE COUNTY ROAD

(N81°50'43"W 2,604.65')  
N81°50'40"W 2,604.68'

JOHN WILLIAM WILDER  
CALLED 23.63 AC.  
VOL. 2406, PG. 378  
O.R.W.C.TX.

FURTHER DESCRIBED  
VOL. 547, PG. 614  
D.R.W.C.TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



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PAGE 12 OF 16  
REF. FIELD NOTE NO. 49244

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PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)



H.T. & B.R.R. CO  
SURVEY NO. 1,318  
ABSTRACT NO. 318

# EXHIBIT "A"

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SEMICONDUCTOR, LLC  
CALLED 29.87 AC.  
DOC. NO. 2021183753  
O.P.R.W.C. TX.

PROPOSED WATERLINE EASEMENT

S82°12'22"E 7,675.80'

PROPOSED ROW

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 23.58 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184841  
O.P.R.W.C. TX.

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S81°23'07"E 3,759.67'

305+00

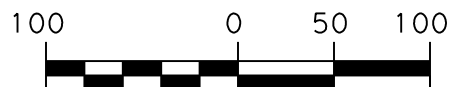
310+00

(14) (52.689 AC.)  
FUTURE COUNTY ROAD

(N81°50'43"W 2,604.65')  
N81°50'40"W 2,604.68'

JOHN WILLIAM WILDER  
CALLED 23.63 AC.  
VOL. 2406, PG. 378  
O.R.W.C. TX.

FURTHER DESCRIBED  
VOL. 547, PG. 614  
D.R.W.C. TX.



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



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PAGE 13 OF 16  
REF. FIELD NOTE NO. 49244

|          |            |         |            |           |                  |
|----------|------------|---------|------------|-----------|------------------|
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|          |            |         |            | REMAINING | 0.000 AC. RIGHT  |



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SHOWING PROPERTY OF  
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52.689 AC. (2,295,133 SQ. FT.)

# EXHIBIT "A"

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DOC. NO. 2021183753  
O.P.R.W.C. TX.

H.T. & B.R.R. CO  
SURVEY NO. 1.  
ABSTRACT NO. 318

NANCY RYDELL HOLUBEC  
AND JAMES F. HOLUBEC  
CALLED 85.681 AC.  
VOL. 1051, PG. 818  
O.P.R.W.C. TX.

C.R. 404  
(VARIABLE WIDTH R.O.W.)

WILLIAMSON COUNTY  
VOL. 393, PG. 118  
D.R.W.C. TX.

295+00

EXISTING ROW

N07°34'33"E 288.15'  
(N07°33'46"E 394.60')

EXISTING ROW

295+55.72  
172.79' LT

295+60.94  
115.31' RT

S82°12'22"E 7,675.80'

PROPOSED WATERLINE EASEMENT

SAMSUNG AUSTIN  
SEMICONDUCTOR, LLC  
CALLED 23.58 AC.  
RECORDED DECEMBER 6, 2021  
DOC. NO. 2021184841  
O.P.R.W.C. TX.

PROPOSED ROW

FUTURE COUNTY ROAD  
ENGINEER'S CENTERLINE

S81°23'07"E 3,759.67'

300+00

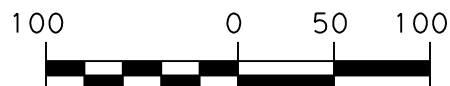
(14) (52.689 AC.)  
FUTURE COUNTY ROAD

(N81°50'43"W 2,604.65')  
N81°50'40"W 2,604.68'

JOHN WILLIAM WILDER  
CALLED 26.63 AC.  
VOL. 2406, PG. 378  
O.P.R.W.C. TX.

FURTHER DESCRIBED  
VOL. 547, PG. 614  
D.R.W.C. TX.

MATCH SHEET 13 OF 16



GRAPHIC SCALE  
SCALE: 1" = 100'  
WILLIAMSON COUNTY, TEXAS



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_1.dgn

PAGE 14 OF 16  
REF. FIELD NOTE NO. 49244

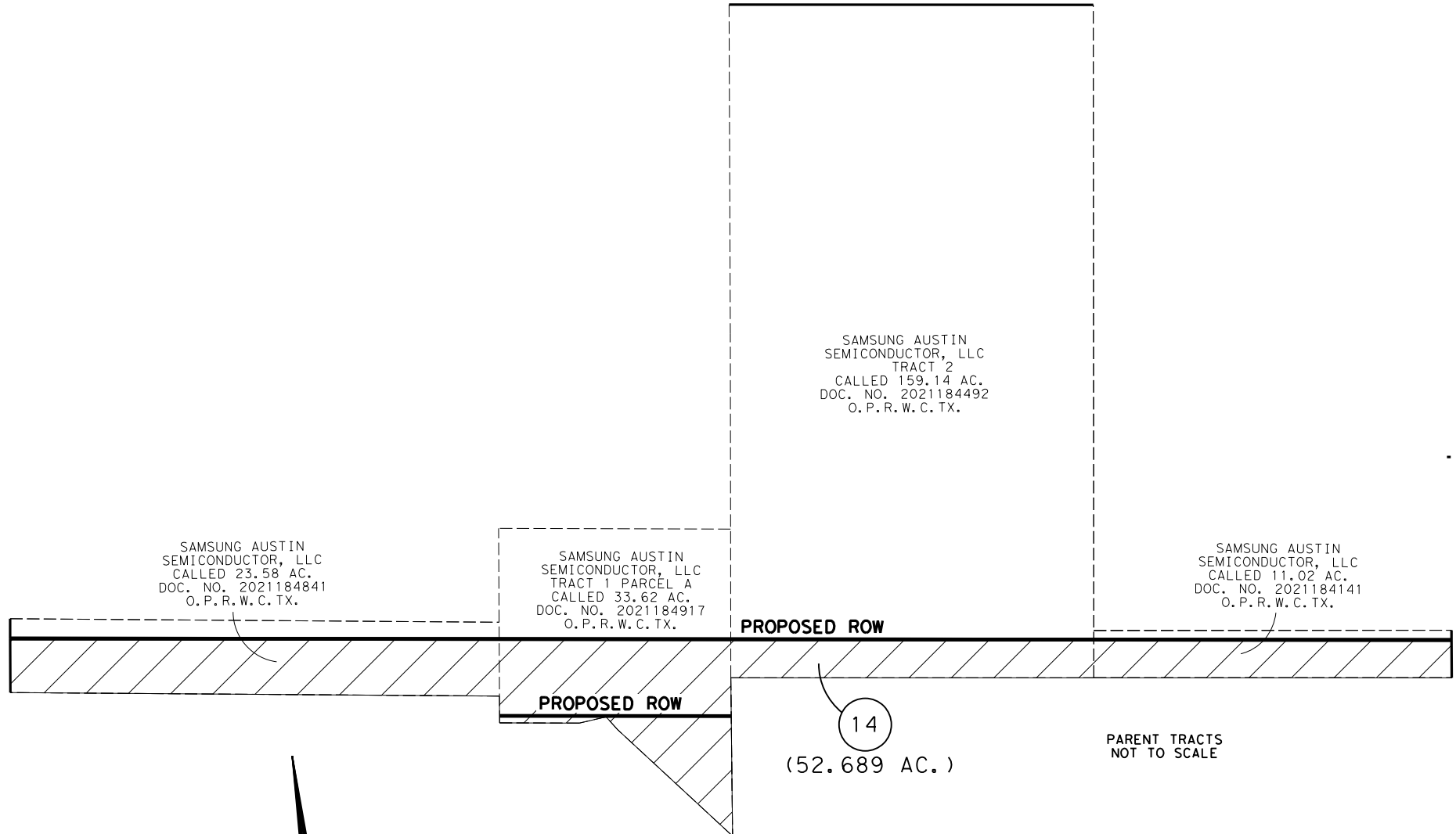
|          |            |         |            |           |                  |
|----------|------------|---------|------------|-----------|------------------|
| EXISTING | 227.36 AC. | ACQUIRE | 52.689 AC. | REMAINING | 174.671 AC. LEFT |
|          |            |         |            | REMAINING | 0.000 AC. RIGHT  |



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  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

# EXHIBIT "A"



FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_1.dgn  
PAGE 15 OF 16  
REF. FIELD NOTE NO. 49244

|          |            |         |            |           |                  |
|----------|------------|---------|------------|-----------|------------------|
| EXISTING | 227.36 AC. | ACQUIRE | 52.689 AC. | REMAINING | 174.671 AC. LEFT |
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52.689 AC. (2,295,133 SQ. FT.)

# LEGEND

# EXHIBIT "A"

- 5/8" IRON ROD SET WITH ALUMINUM CAP  
STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◼ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ▲ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD SPIKE
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF  
WILLIAMSON COUNTY, TEXAS
- 1 --- DISTANCE NOT TO SCALE
- 1 --- DEED LINE (COMMON OWNERSHIP)

## NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
  2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
  3. FUTURE COUNTY ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN AUGUST, 2021.
  4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.
- \* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO FILE: \\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\14\PLAT\01\P-14\_1.dgn THE BEST OF MY KNOWLEDGE AND BELIEF.

PAGE 16 OF 16  
REF. FIELD NOTE NO. 49244

# Preliminary

06/23/2022 3:19:39 PM

SCOTT C. BRASHEAR  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6660, STATE OF TEXAS

DATE

|          |            |         |            |           |                  |
|----------|------------|---------|------------|-----------|------------------|
| EXISTING | 227.36 AC. | ACQUIRE | 52.689 AC. | REMAINING | 174.671 AC. LEFT |
|          |            |         |            | REMAINING | 0.000 AC. RIGHT  |



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RIGHT-OF-WAY SKETCH  
SHOWING PROPERTY OF  
SAMSUNG AUSTIN SEMICONDUCTOR, LLC  
PARCEL 14  
52.689 AC. (2,295,133 SQ. FT.)

**Commissioners Court - Regular Session**

**46.**

**Meeting Date:** 11/08/2022

Executive Session

**Submitted For:** Charlie Crossfield

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

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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

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#### Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

#### Attachments

*No file(s) attached.*

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#### Form Review

##### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/03/2022

##### Reviewed By

Becky Pruitt

##### Date

11/03/2022 11:03 AM

Started On: 11/02/2022 03:27 PM

**Commissioners Court - Regular Session****47.****Meeting Date:** 11/08/2022

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**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**

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/03/2022

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